



HANDBOOK

MEMBERSHIP &
GUARDIAN PLAN
BENEFITS

Revised January 1, 2021

AL, AZ, DE, DC, HI, IL, IA, KY, MS, NE,
NJ, NM, NC, OH, RI, SC, SD, TN, VA, WI

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DAN Member benefits are subject to change.
All amounts shown are in U.S. dollars.

For emergency assistance,
call the **DAN Emergency Hotline.**

+1-919-684-9111

(Collect Calls Accepted)

Things to know when you call:

1. If the situation is life-threatening, call local EMS (911) first, then call DAN.*
2. When you call DAN, the medic handling your call may make an immediate recommendation, or they may ask to call you back after making arrangements at an appropriate medical facility. Either way, your call will be handled immediately.
3. If the DAN medic asks to call you back, you will need to provide a call back number and remain close to the phone to receive the call. The return call may take 30 minutes or longer, as several calls may be necessary to arrange the needed assistance.

**If your situation is not an emergency requiring an immediate answer or assistance, please call +1-919-684-2948, or our toll-free number +1-800-446-2671.*

For the Medical Information Line, choose option 4.

For the Member Services Department, choose option 1.

DAN is a North Carolina nonprofit organization

DAN MEMBERSHIP

Your DAN Membership offers you a host of benefits. Take some time to ensure you know them!

YOUR EXCLUSIVE DAN MEMBER BENEFITS INCLUDE:

- 24-Hour DAN *TravelAssist*[®] benefits
- Access to DAN insurance programs, including Dive Accident Insurance, Dive Equipment Insurance, Per-Trip and Annual Travel Insurance and Professional and General Liability Insurance
- *Alert Diver*, the dive industry's leading safety magazine
- AlertDiver.com (Available on select platforms)
- The DAN *Dive and Travel Medical Guide*
- Free online training seminars
- Professional Membership (dive professionals only)

Additional information on all DAN Membership benefits is available at DAN.org.

1-800-446-2671

Toll-free in the United States and Canada

Automatic Renewal Program

You have the option to renew your annual DAN membership dues and optional dive accident insurance premiums through the Automatic Renewal Program. For more information or to enroll, please call Membership Services at +1-919.684.2948, or +1-800-446-2671 (toll-free).

DAN *TravelAssist*[®]

DAN Membership includes automatic enrollment in DAN *TravelAssist*. This includes emergency medical transportation, repatriation, and other valuable travel assistance services for when you travel at least 50 miles/80 kilometers from your Home and suffer a medical emergency. These benefits are only available if you contact DAN *TravelAssist*. DAN will then arrange any necessary emergency medical transportation or provide the other services available through DAN *TravelAssist*. Both diving and non-diving emergencies are covered. The aggregate limit for benefits provided under DAN *TravelAssist* is \$150,000. Other services include:

- Emergency prescription replacement assistance
- Medical messaging and monitoring
- 24-hour worldwide medical information and assistance
- Pre-trip information
- Return of travel companion and/or dependent children
- Emergency messaging
- Help with lost/stolen items
- Translator and interpreter referrals
- Insurance claims assistance
- Legal referrals and bail advances

IMPORTANT: DAN *TravelAssist*[®] must arrange ALL evacuations. Emergency evacuation arrangements made directly by you may not be reimbursed.

ELIGIBILITY

Individuals who have an interest in diving safety and are 8 years of age or older are eligible for DAN membership provided they are not a Commercial Diver. DAN offers two types of membership – individual and family.

If a Member has family membership, the following persons are Eligible Dependents:

- the Member's lawful spouse or Domestic Partner/Partner in a Civil Union; and,
- unmarried children, whom the Member supports, including foster children, adopted children (a foster child and a child in the process of adoption will be considered a dependent from the day he is placed with the Member) and stepchildren, provided they are: (i) age 8 or older and under age 18; or (ii) under age 24 if a full-time student at an accredited school or college, not employed on a full-time basis, and with the same permanent Home address as the Member and provided they are not a Commercial Diver.

DAN REGULAR MEMBERSHIP BENEFITS

Membership benefits are provided to each DAN Member (if the Member has an Individual DAN Membership) and to his or her enrolled Eligible Dependents (if the Member has a DAN Family Membership) as outlined in the Benefit Schedule below. Benefits payable for expenses incurred for all benefits will not exceed the Benefit Limit shown for that benefit in the Benefit Schedule. All Emergency Medical Transportation and Travel Assistance benefits must be authorized in advance by DAN TravelAssist to be eligible for reimbursement and all travel arrangements must be coordinated through DAN *TravelAssist*. These benefits are available 24 hours per day and 7 days per week. Membership benefits are provided to all eligible Members and their enrolled Eligible Dependents.

DAN Regular Membership Benefit Schedule

Emergency Medical Transportation and Travel Assistance Benefits provided while on a Trip:	Aggregate Benefit Limit \$150,000 Maximum Amount
Emergency Evacuation and Medically Necessary Transfer	Included in \$150,000 limit
Repatriation of Mortal Remains	Included in \$150,000 limit
Repatriation for Additional Care (by Scheduled Commercial Airline, Watercraft or Ground Transportation)	Included in \$150,000 limit
Visit of a Family Member or Friend (without Incidentals)	\$1,000 Sublimit
Visit of a Traveling Companion (without Incidentals)	\$1,000 Sublimit for all Traveling Companions combined
Return of Dependent Children	Included in \$150,000 limit
Return of a Traveling Companion	Included in \$150,000 limit
Return of Vehicle	\$1,000 Sublimit

DAN *TravelAssist*® benefits are available to both Individual and Family members. With an Individual membership, enrollment is automatic when the person becomes a member. With a Family membership, the primary member is automatically enrolled, and others who qualify as Family Members are enrolled when the primary Member adds his/her name to the list of Covered Family Members.

To access DAN *TravelAssist* benefits,
you must call the DAN Emergency Hotline:

+1-919-684-9111

(Collect calls accepted)

DEFINITIONS

The following definitions apply to benefits available under Your DAN membership:

ACCIDENT means a sudden, unforeseen and unexpected event that occurs without any intentional act or action by the Insured that causes or contributes to the sudden, unforeseen or unexpected event.

BENEFIT LIMIT means, as applicable to each benefit provided by the Policy for each Insured Person, the amount shown as the benefit limit for that benefit for the Insured Person's eligible class in the Benefit Schedule or herein.

BENEFIT SCHEDULE means the Benefit Schedule section herein.

COMMERCIAL DIVER means a diver who has obtained a commercial diver certification, who uses scuba or a surface supplied air source, who engages in diving activities as a business venture, and receives compensation or some other form of consideration in exchange for the services rendered. Diving activities of Commercial Divers include, but are not limited to, construction, inspection, search and rescue, salvage, repair and gathering or fishing for seafood. Commercial Diver does not include dive professionals, underwater photographers and videographers, scientific divers, and those conducting research or providing services on a volunteer basis.

COMPANY means National Union Fire Insurance Company of Pittsburgh, Pa., the underwriting company. The term "Company" may include its authorized administrator acting on its behalf, DAN *TravelAssist*.

DOMESTIC PARTNER/PARTNER IN A CIVIL UNION means a same or an opposite sex partner who is recognized as a domestic partner/partner in a civil union in accordance with state or local law in the state in which they reside or has met all of the following requirements for at least 6 consecutive months immediately preceding the effective date of membership:

1. resides with the Insured Member;
2. shares financial assets and obligations with the Insured Member;
3. is not related by blood to a degree of closeness that would prohibit a legal marriage;
4. is at least the age of consent in the state in which they reside; and
5. neither the Insured Member nor the Domestic Partner/Partner in a Civil Union is married to anyone else, nor has any other Domestic Partner/Partner in a Civil Union.

DAN requires proof of the Domestic Partner/Partner in a Civil Union relationship in the form of a signed and completed Declaration of Domestic Partnership.

If proof of domestic partnership, as described, is provided to the Company, references to spouse will read domestic partner/partner in a civil union as it applies, unless specifically stated otherwise.

ELECTIVE TREATMENT AND PROCEDURES means any medical treatment or surgical procedure that is not Medically Necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

ELIGIBLE DEPENDENT means a person who satisfies the eligibility requirements and is listed by the Member as a dependent (referred to as a Covered Family Member). The class of Eligible Dependents is shown in the Eligibility provision.

ELIGIBLE PERSON means a person or dependent who satisfies the eligibility requirements. The classes of Eligible Persons and Eligible Dependents are shown in the Eligibility provision.

HOME means the place where an Insured lives and maintains their primary residence, irrespective of other residences they may use from time to time. Home is the place designated by the Insured as their address on the application form.

HOSPITAL means an institution, which meets all of the following requirements:

1. it must be operated according to the law;
2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis;
3. it must provide diagnostic and surgical facilities supervised by Physicians;
4. registered nurses must be on 24-hour call or duty; and
5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the Hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a Hospital used for such purposes).

IMMEDIATE FAMILY MEMBER is an Insured or his or her spouse, the children, brothers, sisters and parents or step parents of either the Insured or the Insured's spouse; and spouses of the children, brothers, and sisters of either the Insured or Insured's spouse.

INJURY means bodily harm or damage (not including mental or emotional harm/damages) due to a covered Accident that is not contributed to by disease, illness, infection, bodily infirmity, or any other abnormal physical condition and that: (i) requires examination and treatment by a Physician; and (ii) occurs while the injured person's membership is in force. All injuries sustained by one person in any one Accident, including related conditions and recurrent symptoms of these injuries, are considered a single injury.

INPATIENT means an Insured who is confined as a registered bed-patient in a Hospital for whom a room and board charge is made.

INSURED MEMBER means a Member who has insured membership benefits under the Policy based on the membership they have applied for with Divers Alert Network, Inc. ("DAN").

INSURED or INSURED PERSON means an Eligible Person or Eligible Dependent as defined herein: 1) who completes any required enrollment form; 2) who pays any required premium or for whom premium has been paid; and 3) while covered under the Policy.

MEDICAL EMERGENCY means an Injury or emergency Sickness that poses an immediate risk to an Insured Person's life or long-term health.

MEDICALLY NECESSARY or MEDICAL NECESSITY means services or supplies that the treating Physician determines, recommends, approves and certifies to be:

1. appropriate, necessary and reasonable for the symptoms, diagnosis or direct care and treatment of an Injury or Sickness; and,
2. provided for the symptoms, diagnosis or direct care and treatment of an Injury or Sickness; and,
3. within standards of good medical practice within the organized medical community; and,
4. not primarily for the convenience of the Insured Person, Insured's Physician or another provider; and
5. the most appropriate supply or level of service that can safely be provided.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Insured is receiving or the severity of the Insured's condition and that Outpatient Treatment would not be adequate to effectively treat the Insured.

MEMBER means a person, including their enrolled Eligible Dependents, who has applied to Divers Alert Network, Inc. ("DAN") for membership, who has met any requirements or conditions of membership as may from time to time be established by DAN, and who has paid such annual or other periodic dues as are due to receive the privileges of membership.

OTHER MEDICAL EXPENSE INSURANCE means medical expense insurance provided by any other insurance or welfare plan or prepayment arrangements (including Blue Cross or Blue Shield plans), regardless of whether the other insurance is provided on an individual, family, or group basis, or through an employer, union or membership in an association. If insurance is provided on a provision of service basis, then, for purposes of this definition, the amount shall be that which the services rendered would have cost in the absence of the insurance. Other Medical Expense Insurance shall also mean liability coverage, including but not limited to personal umbrella type plans or automobile medical plans.

OUTPATIENT TREATMENT means Medically Necessary services and supplies provided to an Insured in a Physician's office or Outpatient department of a Hospital for which no room and board charge is made.

PHYSICIAN means a duly licensed health care provider in good standing acting within the scope of his license and rendering care or treatment to an Insured, including:

1. a medical practitioner licensed to provide medical services and perform general surgery; or
2. any other practitioner whose services, by law of the state where such services are performed, must be covered by the Policy.

"Physician" does not include an Immediate Family Member, nor does it include a Traveling Companion or an employee, business partner or business affiliate of the Insured.

POLICY means the contract issued to the Policyholder providing the benefits specified herein.

POLICYHOLDER means Divers Alert Network, Inc. (DAN).

REASONABLE AND CUSTOMARY CHARGE means a charge that does not exceed the usual level of charges for similar necessary medical treatment, services or supplies in the locality where it is received.

SICKNESS means an illness or disease of the body which:

1. requires examination and treatment by a Physician, and
2. commences while the Insurance is in effect; and
3. in those cases where the benefit is conditioned upon the Insured's inability to dive, in the opinion of a Physician would prevent the Insured from diving.

TRAVELING COMPANION means a person booked to travel with the Insured whose name appears with the Insured on the same trip arrangement and who, during the trip, will accompany and/or share accommodations with the Insured in the same room, cabin, condominium unit, apartment unit, or other lodging.

TRIP means:

1. a period of round-trip travel that is at least fifty (50) miles from the Insured's home;
2. the travel is not to obtain health care or medical treatment of any kind; and
3. the travel is not to a destination where the Insured maintains a Home or residence.

WE, US, or OUR means the Company.

YOU, YOUR and **YOURS** means the Member.

SUMMARY OF DAN TRAVELASSIST® BENEFITS

Medical Transportation Benefits

Emergency Evacuation and Medically Necessary Transfer. If an Insured Member has suffered a Medical Emergency during the course of a Trip and such condition requires an Emergency Evacuation or Medically Necessary Transfer, DAN TravelAssist will arrange necessary services and benefits up to a maximum of \$150,000 will be paid directly to the provider for Covered Expenses incurred for such evacuation or transfer.

Emergency Evacuation means when there is no local medical care available and the medical condition of the Insured Member and Medical Necessity warrants immediate Transportation from the place where the Medical Emergency occurs to the nearest Hospital or medical facility where appropriate medical care, treatment or evaluation can be obtained.

Emergency Evacuation does not include efforts to search for an Insured Member whose location is unknown or efforts to rescue such Insured Member from a dangerous situation or a location inaccessible by emergency medical services personnel.

Medically Necessary Transfer means that following treatment or evaluation at the nearest Hospital or medical facility, and absent suitable local care, Medical Necessity warrants Transportation to a different Hospital or medical facility for further care, treatment or evaluation.

Medically Necessary or Medical Necessity means services or supplies that the treating Physician determines, recommends, approves and certifies to be:

1. appropriate, necessary and reasonable for the symptoms, diagnosis or direct care and treatment of an Injury or Sickness; and,
2. provided for the symptoms, diagnosis or direct care and treatment of an Injury or Sickness; and,

3. within standards of good medical practice within the organized medical community; and,
4. not primarily for the convenience of the Insured Person, Insured's Physician or another provider; and
5. the most appropriate supply or level of service that can safely be provided.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Insured is receiving or the severity of the Insured's condition and that Outpatient Treatment would not be adequate to effectively treat the Insured.

Transportation means any land, water, or air conveyance required to transport an Insured Member during medical transportation, transfer, evacuation or repatriation. Transportation must be required by the circumstances, recommended by local medical personnel and authorized by DAN TravelAssist. Transportation may include, but is not limited to, air ambulances, land ambulances, private motor vehicles, watercraft, commercial airliner or train (depending on the circumstances). DAN *TravelAssist* will arrange Transportation using the mode best suited to do so based on the seriousness of the patient's condition. All decisions as to the mode of Transportation and final destination will be based solely upon medical factors. We will not cover any expenses for services provided by another party at no cost to the Insured.

Covered Expenses include the cost of Transportation and the Reasonable and Customary charge for en route medical treatment, medical services and medical supplies that: (1) is necessarily incurred in connection with Emergency Medical Transportation of the Insured Member or; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance method being used to transport the Insured Member.

All Transportation arrangements made for transporting the Insured Member must be by the most direct and economical conveyance and must be arranged in advance by DAN *TravelAssist* to be covered. We will not provide Transportation to the Insured Member's Home if there are closer medical facilities which are capable of attending to the Insured Member's medical needs.

Repatriation of Mortal Remains If an Insured Member has died while on a Trip, DAN TravelAssist will arrange and We will pay, up to the Benefit Limit, the expenses incurred to move the body and return the mortal remains to the Insured Member's Home for burial. Covered expenses include, but are not limited to, expenses for embalming, cremation, necessary government authorizations, coffins, and Transportation. Expenses related to the use of an air ambulance for the Repatriation of Mortal Remains are expressly excluded.

Repatriation for Additional Care When an Insured Member suffered a Medical Emergency during the course of a Trip for which Emergency Evacuation or Medically Necessary Transfer is necessary, and the Insured Member is deemed medically fit to travel to a different Hospital or medical facility for further care, treatment or evaluation, DAN *TravelAssist* will arrange and We will pay, up to the Benefit Limit, the Covered Expenses for Transportation to a Hospital or medical facility that is located either:

1. near the Insured Member's Home; or,
2. near where the Insured Member is living and/or working at the time of the Medical Emergency.

Any Repatriation for Additional Care shall be undertaken at the discretion of DAN *TravelAssist* in consultation with the Insured Member's treating Physician. Repatriation for Additional Care is limited

to scheduled commercial airlines, watercraft, or ground transportation, and DAN *TravelAssist* will arrange and We will pay, up to the Benefit Limit, the Covered Expenses for such scheduled commercial airlines, watercraft, or ground transportation.

Travel Assistance Benefits

Visit of a Family Member or Friend. If during the course of a Trip an Insured Member is traveling alone and suffers a Medical Emergency that requires hospitalization for more than 7 consecutive days, DAN *TravelAssist* will arrange and We will pay, up to the Benefit Limit, for an economy round-trip ticket to the location of the Hospital, accommodations and meals, for a person chosen by the Insured Member to travel to the site of his or her hospitalization and return to the point of that person's departure. The family member or friend must provide bills or receipts of actual expenses. This benefit does not include the cost of Hospital stays.

This benefit is available for the lesser of up to 10 days, or 72 hours after the Insured Member is discharged from the Hospital. Use of this benefit may not be combined with the Visit of a Traveling Companion benefit.

Visit of a Traveling Companion. If during the course of a Trip an Insured Member is traveling with a Traveling Companion and suffers a Medical Emergency that requires hospitalization for more than 7 consecutive days, DAN *TravelAssist* will arrange and We will pay, up to the Benefit Limit, to provide the Traveling Companion with one-way economy transportation to the location of the Hospital, accommodations and meals, to allow the Traveling Companion to remain near the Insured Member. At the conclusion of the visit by the Traveling Companion, We will pay, up to the Benefit Limit, for the Traveling Companion's one-way economy transportation (or same class as the original ticket) less the value of any applied credit from any unused original return trip ticket held by the Traveling Companion, to return them to their original return destination. The Traveling Companion must provide receipts for actual expenses. This benefit does not include the cost of Hospital stays. This benefit is available for the lesser of up to 10 days, or 72 hours after the Insured Member is discharged from the Hospital. Use of this benefit may not be combined with the Visit of a Family Member or Friend benefit.

Return of Dependent Children. If during the course of a Trip an Insured Member is traveling alone with his or her minor dependent children and suffers a Medical Emergency for which Emergency Evacuation or Medically Necessary Transfer is payable and is unable to tend to the children's needs, DAN *TravelAssist* will arrange and We will pay, up to the Benefit Limit, to provide the children with one-way economy transportation (or same class as the original ticket) less the value of any applied credit from any unused original return trip tickets held by the children, to return them Home. Qualified escorts will be provided, if necessary.

Return of a Traveling Companion. If during the course of a Trip an Insured Member has suffered a Medical Emergency and his or her Traveling Companion's transportation ticket is no longer valid due to changes in plans caused by the emergency, DAN *TravelAssist* will arrange and We will pay, up to the Benefit Limit, to provide the Traveling Companion with one-way economy transportation (or same class as the original ticket) less the value of any applied credit from any unused original return trip ticket held by the Traveling Companion, to return them to their original return destination.

Return of Vehicle. If during the course of a Trip an Insured Member is hospitalized or requires an Emergency Evacuation or Medically Necessary Transfer which prevents the return of the Insured

Member's vehicle to the rental agency or his or her Home, DAN *TravelAssist* will arrange and We will pay, up to the Benefit Limit, the cost of returning the unattended vehicle to the rental agency or to his or her Home.

Benefits for Emergency Evacuation and Medically Necessary Transfer, Repatriation of Mortal Remains, Repatriation for Additional Care (by Scheduled Commercial Airline, Watercraft or Ground Transportation), Visit of a Family Member or Friend, Visit of a Traveling Companion, Return of Dependent Children, Return of a Traveling Companion, and Return of Vehicle are covered by insurance that is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. with its principal place of business in New York, NY, NAIC No. 19445.

This handbook is a brief description of benefits only and is subject to the reductions, limitations, exclusions and termination provisions under Policy Series S30854DBG. Full details of the coverage are contained in the Policy. If there are any conflicts between the contents of this document and the Policy, the Policy will govern in all cases.

Fraud Notice: Any person who, with the intent to defraud or knowing that he/ she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of the crime of insurance fraud as determined by a court of competent jurisdiction.

Personal Assistance

Emergency Message Transmission. DAN *TravelAssist* will receive and relay emergency messages to and from Your Family and/or employer.

Emergency Cash Advances. When possible, DAN *TravelAssist* will provide You with a cash advance of up to US \$500 (or equivalent local currency) for medical emergencies with an acceptable guarantee of reimbursement from either You or Your insurance.

Assistance With Recovering Lost or Stolen Items. When a Member has had luggage, documents, credit cards, or personal items lost or stolen, DAN *TravelAssist* will aid the Member in reporting the lost or stolen items to the appropriate authorities; will provide direction for the replacement of passports; and will provide advice regarding how to recuperate lost or delayed luggage from a carrier. Direct cost of replacing the lost or stolen items are the responsibility of the Member.

General Assistance. DAN *TravelAssist* will provide advice regarding how to utilize services available in consulates and in government agencies and provided by translators and other service providers who assist with travel-related problems. You are responsible for the selection of these professionals and payment of any related fees.

Travel Arrangements Assistance. When a Member needs travel service assistance in the event of an emergency, DAN *TravelAssist* will: (i) help coordinate emergency travel arrangements and hotel reservations; (ii) help replace lost or stolen airline tickets by arranging payment through the Member's credit card; and (iii) deliver replacement or prepaid tickets by express mail or directly to airline counters.

Insurance Claims Assistance. You can receive assistance in: (i) verifying your insurance coverage; (ii) guaranteeing payments to medical care providers; (iii) obtaining information for insurance claims for cases coordinated through DAN *TravelAssist*; and (iv) completing insurance and other medical claims forms. DAN *TravelAssist* will assist with Your eligible insurance claims until such claims have been settled or denied.

Pre-Trip Information. Members may obtain information for each country to be visited concerning immunization requirements, appropriate pre-departure medical examinations and/or treatment, passport and visa requirements, and information as to weather or other travel hazards through DAN *TravelAssist*.

Emergency Prescription Replacement Assistance. If You require prescription medication or eyeglasses not available where You are staying, DAN *TravelAssist* will consult with the prescribing physician, and locate and arrange to send Your replacement medications and/or prescriptions when it's possible and legally permissible to do so. You are responsible for the cost of providing the medication or eyeglasses.

Medical Expense Advances. Hospital admittance or discharge deposits will be advanced up to \$5,000 by DAN *TravelAssist* with an acceptable guarantee of reimbursement from either You or Your insurance.

Medical Monitoring. When DAN *TravelAssist* is notified of a Member's medical emergency, its staff will establish communication with the local attending medical provider and obtain as much information as possible about the situation and begin to monitor the Member's condition. Medical professionals will stay in regular communication with the local medical personnel and relay necessary information to the Member and his or her Family until the situation is resolved and the Member continues with his or her travels or returns Home.

24-Hour Worldwide Medical Information and Assistance. Should you suffer a medical emergency while you are traveling, a multilingual staff is available for consultation 24 hours a day, seven days a week through the DAN Emergency Hotline. The DAN *TravelAssist* staff will consult with those at the location of the emergency and will assist in determining the best course of action for the Member given the situation. When both possible and appropriate, an effort will be made to consult with the Member's family physician. DAN *TravelAssist* will then organize a response to the medical emergency, doing whatever is deemed medically appropriate, including but not limited to recommending or securing the availability of services of a local physician, arranging hospital confinement, and in some cases, Medical Evacuation or Repatriation.

DAN *TravelAssist* also handles non-diving-related medical referrals to physicians, hospitals and specialists as well as coordinating all aspects of emergency medical evacuation for You. DAN *TravelAssist* is not responsible for diagnosis or treatment.

Legal Referrals and Advances

Legal Referrals. Referrals to local qualified attorneys are provided in the area in which You are traveling. Telephone interpretation can be provided when necessary. All expenses other than legal referrals are Your responsibility.

Bail Advances. Where permitted by law, You will be advanced up to \$5,000 in bail funds with an acceptable guarantee of reimbursement from either You or Your insurance.

Expenses Not Covered by Emergency Medical Transportation and Travel Assistance Benefits

1. No benefits are payable under DAN *TravelAssist* with respect to expenses incurred:
 - a) while traveling against the advice of a Physician;
 - b) when the Insured Member is on an organ transplant list at the time he or she embarked on his or her Trip and such transport is related to such transplant;

- c) for services, supplies, treatment or transport related to a pandemic, epidemic, or exposure to a contagious infectious disease;
 - d) where services were ordered or provided by an Immediate Family Member;
 - e) for transport services if the Insured Member is located in a region that is not safely accessible by the company providing the Transportation services;
 - f) if the Insured Member cannot be transported safely; or,
 - g) if the Insured Member is traveling for the purpose of obtaining medical treatment.
2. We will not pay for loss or expense caused by or incurred resulting from a chronic or Pre-Existing Condition, including death that results there from.

Pre-Existing Condition means an illness, disease, or other condition for which medical advice, diagnosis, care or treatment was recommended by or received from a Physician during the 180-day period immediately prior to the Insured Person's effective date, including:

- a) any recommendation for a diagnostic test, examination, or, medical treatment; or
- b) conditions for which the Insured Person took or received a prescription for drugs or medicine.
- c) a condition for which symptoms existed which would cause an ordinarily prudent person to seek diagnosis or treatment prior to embarking on a trip.

Item (b) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180-day period before membership is effective.

3. We will not pay for any loss caused by, resulting from, or in connection with:
- a) suicide, attempted suicide, or intentionally self-inflicted injury of the Insured Person or Traveling Companion, while sane or insane;
 - b) nervous, emotional or mental disorders, or if the primary diagnosis is psychiatric in nature;
 - c) the use of alcohol, drugs, narcotic agent or intoxicants, unless prescribed by a Physician;
 - d) pregnancy, childbirth, elective or Medically Necessary abortion, or complications arising out of these conditions;
 - e) unless approved in advance by the Policyholder, for Injury sustained while participating: (i) in professional sports; (ii) in dangerous or high-risk sports (such as mountain climbing, bungee cord jumping, snow skiing, skydiving, parachuting, hang gliding, parasailing, or travel on any air supported device, other than on a regularly scheduled airline or air charter company); or (iii) in organized amateur, club, interscholastic or intercollegiate sports;
 - f) unless approved in advance by the Policyholder, in connection with competitions or record setting / breaking attempts;
 - g) riding or driving in any motor competition;
 - h) war or any act of war, declared or undeclared war, civil disorder, or service in the armed forces, National Guard or organized reserve corps or any country or international authority; however, does not include terrorism;
 - i) nuclear reaction, radiation or radioactive contamination;
 - j) air travel (other than regularly scheduled airlines or air charter services) or operating or learning to operate any aircraft, as a student, pilot or crew;

- k) commission or a crime committed by the Insured or a Traveling Companion;
- l) losses which are compensable under Other Medical Expense Insurance, Workers' Compensation or Occupational Disease Laws, travel insurance, or any services, supplies, or treatments provided under any federal, state or other governmental plan or similar law;
- m) medical services, supplies, or treatment, including any period of Hospital confinement that were not Medically Necessary;
- n) Elective Treatment and Procedures;
- o) medical treatment during or arising from a trip undertaken for the purpose or intent of securing medical treatment;
- p) a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when membership is not in effect for the member.

4. Notwithstanding any other provision, services or supplies for the treatment of an occupational injury or sickness which are paid under any local, state or federal program are excepted only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to applicable law.

EXCESS PROVISION

The benefits under the Policy are excess over any other valid and collectible insurance, including but not limited to, Other Medical Expense Insurance and travel insurance, available to the Insured for a covered loss under the Policy. If an Insured receives or is entitled to receive benefits or services from any other valid and collectible insurance for any eligible benefit category of a covered loss for which he or she is entitled under the Policy, such benefit under the Policy will be in excess of the amount of such other valid and collectible insurance.

Benefits payable will be reduced to the extent that benefits for expenses are covered by any other valid and collectible insurance whether or not a claim is made for such benefits.

For purposes of the Policy, an Insured's entitlement to other valid and collectible insurance will be determined as if the Policy did not exist and shall not depend upon whether timely application for other valid and collectible insurance is made by or on behalf of the Insured.

If the other valid and collectible insurance provides benefits on an excess coverage basis, benefits will be paid first by the insurer or services plan whose coverage has been in effect for the longer period of time.

DAN *TravelAssist* does not cover any medical treatment expenses for accidents or injuries of any nature other than those costs incurred during Emergency Evacuation and Medically Necessary Transfers.

DAN *TravelAssist* reserves the right to suspend services in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbances, strikes, man-made catastrophe, acts of God, or refusal of authorities to permit DAN *TravelAssist* to fully provide services. In the event a Member travels into an area in which any of the above situations arises, DAN *TravelAssist* will attempt to provide its services to the best of its ability. The Member must realize that, due to political or socioeconomic conditions, there are some countries where longer time periods are required to safely perform a medical evacuation. It is the responsibility of the Member to inquire with DAN *TravelAssist* whether a country is "open" for assistance prior to his or her departure.

All decisions as to the need for evacuation and/or repatriation, the means and/or timing of any evacuation, the medical equipment and the medical personnel to be used and the final destination are medical decisions, which will be made by physicians designated by DAN

TravelAssist, in consultation with a local attending physician based on medical factors, and DAN *TravelAssist* decision shall be conclusive in determining the need for such services.

The final selection of the medical professional, medical facility or legal counsel is your choice alone. DAN *TravelAssist* assumes no responsibility for any medical advice or legal counsel given by the medical professional and/or attorney, nor shall DAN *TravelAssist* be liable for the negligence or other wrongful acts or omissions of any of the legal and/or healthcare professionals providing direct services pursuant to this Agreement.

The medical professionals, medical facilities, attorneys or other professionals (suggested or designated by DAN *TravelAssist*) who provide services on behalf of DAN *TravelAssist*, are not employees of DAN *TravelAssist* or DAN and neither DAN *TravelAssist* nor DAN shall be liable for their negligence or their other acts or omissions. DAN *TravelAssist* will not be responsible for providing medical diagnosis or treatment. The final selection of the medical provider is the right and responsibility of the Member.

DAN *TravelAssist*, their agents and contractors shall be fully and completely subrogated to the rights of the Member against parties who may be liable to provide services or make a contribution, which is the subject of the services provided under this program.

DAN *TravelAssist* is not responsible under this program to pay the cost of any services covered under any occupational benefits plan, health insurance, other insurance plan or public assistance program. In the event DAN *TravelAssist* provides services on behalf of, or to, a Member, the Member agrees to assign to DAN *TravelAssist* or their agents or contractors any rights of recovery under such plan(s). DAN *TravelAssist* retains the right to bill any other insurance carrier You may have.

Services and benefits not arranged for by DAN *TravelAssist* may not be reimbursed. You must call the DAN *TravelAssist* number on Your DAN Member card prior to making any arrangements to receive service or to have the included benefits provided without charge. Medical transportation services are only provided if authorized in advance by DAN *TravelAssist*.

DAN *TravelAssist* benefits are available up to a maximum of \$150,000 (per person if a Family Membership) and are subject to change without notice. Service fees and/or premiums for DAN *TravelAssist* are paid from DAN membership funds.

DAN DIVING ACCIDENT INSURANCE GUARDIAN PLAN

For Members of Divers Alert Network

This plan is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. with its principal place of business in New York, NY, NAIC No. 19445.

Products may not be available in all states and product features may vary by state.

This handbook is a brief description of coverage available under Policy Series S30854DBG. The policy will contain reductions, limitations, exclusions and termination provisions. Full details of the coverage are contained in the Policy. If there are any conflicts between the contents of this document and the Policy, the Policy will govern in all cases.

Fraud Notice: Any person who, with the intent to defraud or knowing that he/ she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or de-

ceptive statement may be guilty of the crime of insurance fraud as determined by a court of competent jurisdiction.

Divers Alert Network is subject to the rules and regulations of the United States of America and must follow US State Department regulations. Insurance coverage cannot be provided in countries and territories that are embargoed. Please contact DAN or the US State Department website for further details.

Schedule of Insurance

For persons eligible to be insured under Group Policy Number DAN9477420

Policyholder: Divers Alert Network, Inc.

Coverage Period: One Year

ELIGIBILITY

The following persons are eligible:

All dues-paying Members in good standing with the Policyholder who are not a Commercial Diver, and their enrolled Eligible Dependents.

DEPENDENTS' ELIGIBILITY

DEPENDENT ELIGIBILITY

If a Member has family membership, the following persons are Eligible Dependents:

- the Member's lawful spouse or Domestic Partner/Partner in a Civil Union; and,
- unmarried children, whom the Member supports, including foster children, adopted children (a foster child and a child in the process of adoption will be considered a dependent from the day he is placed with the Member) and stepchildren, provided they are: (i) age 8 or older and under age 18; or (ii) under age 24 if a full-time student at an accredited school or college, not employed on a full-time basis, and with the same permanent Home address as the Member; and provided they are not a Commercial Diver.

The Member must be insured under the Policy for the Eligible Dependents to be covered.

Dive Accident Insurance Coverage is provided as described in the Benefit Schedule. Benefits payable for expenses incurred for a benefit will not exceed the Benefit Limit shown for that benefit in the Benefit Schedule.

DAN dive accident policy benefits are provided to all eligible Members and their enrolled Eligible Dependents who have elected Coverage in a DAN dive accident policy.

DATE INSURANCE TAKES EFFECT

Coverage will take effect on the date a person becomes eligible, provided any enrollment form and any required premium have been received by the Policyholder. An Eligible Dependent's Insurance will become effective on the Insured Member's effective date unless added at a later date.

INDIVIDUAL TERMINATION OF INSURANCE

DATE INSURANCE ENDS

Coverage automatically ends on the first of the following dates:

1. the date the Policy ends;
2. the date Insurance ends for the Insured's class;

3. the end of the period for which the last premium has been paid;
4. the premium due date coinciding with or next following the date the Insured attains age 70, unless the Policyholder has granted the Insured a written exemption which allows them to be an Insured after age 70; or
5. the premium due date coinciding with or next following the date the Insured ceases to be a dues paying Member in good standing with the Policyholder, as defined under Definitions.

Termination of Coverage will not affect a claim for a covered loss that occurs after premium has been paid and while the Insured's Coverage was in force under the Policy.

DATE DEPENDENTS' INSURANCE TAKES EFFECT

If a Member enrolls Eligible Dependents at the same time he/she applies for membership, Eligible Dependents' Insurance will take effect on the effective date of the Member's Coverage, provided any enrollment form and any required premium has been received by the Policyholder.

If a Member does not enroll Eligible Dependents at the same time he/she applies for membership, the Member may add Eligible Dependents at a later time by enrolling such Eligible Dependents and paying any required premium. Coverage will be effective on the date the Eligible Dependent is accepted by the Policyholder.

DEPENDENT TERMINATION OF INSURANCE

DATE DEPENDENTS' INSURANCE ENDS

An Eligible Dependent's Insurance will end at the earliest of:

1. the date the Member's Insurance ends under the Policy;
2. the date the Policy is changed to end Eligible Dependents' Insurance;
3. the date the person ceases to be an Eligible Dependent; or
4. the end of the period for which the last premium has been paid for the Eligible Dependent.

Termination of Coverage will not affect a claim for a covered loss that occurs after premium has been paid and while the Eligible Dependent's Coverage was in force under the Policy.

**DAN Dive Accident Insurance
Guardian Plan Benefit Schedule**

DAN Dive Accident Insurance Guardian Plan Benefits Provided for Covered Diving Accidents	Benefit Limit
Accident Medical Expenses due to AGE, DCS, other Covered Diving Accidents	\$500,000 limit per occurrence
Accidental Death & Dismemberment	\$75,000 Principal Sum
Permanent and Total Disability	\$75,000 Principal Sum
Extra Transportation	\$10,000 limit
Extra Accommodations	\$10,000 limit; \$600/day limit
Loss of Diving Equipment	\$5,000 limit
Personal Liability	\$100,000 limit
Search and Rescue	\$50,000 limit
DAN Dive Accident Insurance Guardian Plan Benefits Provided for Diving Vacations	
Diving Vacation Cancellation	\$10,000 limit per occurrence
Diving Vacation Interruption	\$15,000 limit per occurrence
DAN Dive Accident Insurance Guardian Plan Benefits Provided for Non-Diving Accidents	
Accident Medical Expenses due to In-Water Accidents during a Covered Dive	Included in Diving Accident Medical Expenses
Accident Medical Expenses due to Non-Diving Accidents while on a Trip outside Home Country	\$30,000 limit
Accident Medical Expenses due to Named Water Sport Accidents while on a Trip	\$30,000 limit
Accidental Death & Dismemberment due to a Named Water Sport Accident while on a Trip	\$30,000 Principal Sum
Permanent and Total Disability due to a Named Water Sport Accident while on a Trip	\$30,000 Principal Sum

DEFINITIONS

ACCIDENT means a sudden, unforeseen and unexpected event that occurs without any intentional act or action by the Insured that causes or contributes to the sudden, unforeseen or unexpected event.

ARTERIAL GAS EMBOLISM (AGE) means signs and symptoms due to gas entering the arterial system as a result of over pressuriza-

tion of gas-containing body structures during a Covered Dive.

BENEFIT LIMIT means, as applicable to each benefit provided by the Policy for each Insured Person, the amount shown as the benefit limit for that benefit for the Insured Person's eligible class in the Benefit Schedule or herein.

BENEFIT SCHEDULE means the Benefit Schedule section herein.

COMMERCIAL DIVER means a diver who has obtained a commercial diver certification, who uses scuba or a surface supplied air source, who engages in diving activities as a business venture, and receives compensation or some other form of consideration in exchange for the services rendered. Diving activities of Commercial Divers include, but are not limited to, construction, inspection, search and rescue, salvage, repair and gathering or fishing for seafood. Commercial Diver does not include dive professionals, underwater photographers and videographers, scientific divers, and those conducting research or providing services on a volunteer basis.

COMMON CARRIER means any land, water or air conveyance operated under a valid license for the transportation of passengers for hire.

COMPANY means National Union Fire Insurance Company of Pittsburgh, Pa., the underwriting company. For administrative purposes, the term "Company" may include its authorized administrator acting on its behalf.

COVERAGE means the Insurance that an Insured Person has under the Policy.

COVERAGE PERIOD means one year from the date the Insured Person's insurance takes effect unless the Coverage ends sooner per the terms of the Certificate.

COVERED DIVE or COVERED DIVING ACTIVITY means:

1. free diving (Apnea), snorkeling and/or scuba/skin/breath-hold diving; or
2. diving while a scuba instructor, divemaster, or underwater photographer/videographer; or
3. diving while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS), or a group whose written diving research protocol meets or exceeds those of the AAUS; or
4. diving as a volunteer in support of marine conservation or marine habitat restoration projects.

A Covered Dive begins upon entry into the water and ends upon exit from the water. To be a Covered Dive, the dive must begin while Insurance is in force.

COVERED DIVING ACCIDENT means an Accident, DCI, or any In-Water Accident that results from a Covered Dive, regardless of the depth.

CUSTODIAL CARE means care:

1. provided primarily for the maintenance of the Insured; and
2. essentially designed to assist the Insured in the activities of daily living.

Custodial Care does not include care primarily provided for its therapeutic value in the treatment of Injury.

DECOMPRESSION ILLNESS (DCI) means Decompression Sickness (DCS) or Arterial Gas Embolism (AGE). Such illness must be a direct result of a Covered Dive that takes place while Insurance is in force.

DECOMPRESSION SICKNESS (DCS) means signs and symptoms resulting from gas in the tissues coming out of solution into bubbles

inside the body on depressurization as a result of a Covered Dive.

DIVING EQUIPMENT means diving equipment that is worn on the diver's person that is lost or damaged due to a Covered Diving Accident that requires urgent transportation or hospitalization. Diving Equipment does not include a diver's: watches, glasses or covers, torn straps or buckles, or photographic equipment of any kind.

DIVING VACATION means a trip, the main purpose and intent of which is to engage in a Covered Diving Activity on a liveaboard or at a diving resort or diving facility which offers scuba diving, where the Insured has either paid for or arranged diving activities in advance of embarking on the trip.

DOMESTIC PARTNER/PARTNER IN A CIVIL UNION means a same or an opposite sex partner who is recognized as a domestic partner/partner in a civil union in accordance with state or local law in the state in which they reside or has met all of the following requirements for at least 6 consecutive months immediately preceding the effective date of Coverage:

1. resides with the Insured Member;
2. shares financial assets and obligations with the Insured Member;
3. is not related by blood to a degree of closeness that would prohibit a legal marriage;
4. is at least the age of consent in the state in which they reside; and
5. neither the Insured Member nor the Domestic Partner/Partner in a Civil Union is married to anyone else, nor has any other Domestic Partner/Partner in a Civil Union.

The Company requires proof of the Domestic Partner/Partner in a Civil Union relationship in the form of a signed and completed Declaration of Domestic Partnership. If proof of domestic partnership, as described, is provided to the Company, references to spouse will read domestic partner/partner in a civil union as it applies, unless specifically stated otherwise.

ELECTIVE TREATMENT AND PROCEDURES means any medical treatment or surgical procedure that is not Medically Necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by the Company to be research or experimental or that is not recognized as a generally accepted medical practice.

ELIGIBLE DEPENDENT means a person who satisfies the eligibility requirements and is listed by the Member as a dependent (referred to as a Covered Family Member). The class of Eligible Dependents is shown in the Eligibility provision.

ELIGIBLE PERSON means a person or dependent who satisfies the eligibility requirements. The classes of Eligible Persons and Eligible Dependents are shown in the Eligibility provision.

EXTRA ACCOMMODATIONS means lodging or hotel room charges required because the Insured was delayed in returning Home due to a Covered Diving Accident. Extra Accommodations include meals, local transportation and incidentals.

EXTRA TRANSPORTATION means transportation charges for a return trip Home that was delayed due to a Covered Diving Accident. Extra Transportation charges do not include charges for services that would otherwise be covered by the Emergency Medical Transportation Benefits.

FINANCIAL INSOLVENCY means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following the filing of a bankruptcy peti-

tion, whether voluntary or involuntary, by a tour operator, cruise line, liveaboard, airline, rental car company, hotel, condominium, railroad, motor coach company, or other supplier of travel services which is duly licensed in the state(s) of operation other than the Policyholder or the person, organization, agency or firm from whom the Insured Person directly purchased or paid for his or her trip provided the Financial Insolvency occurs more than 15 days following the Insured Person's effective date for the Diving Vacation Cancellation Benefits. There is no Coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

HOME means the place where an Insured lives and maintains their primary residence, irrespective of other residences they may use from time to time. Home is the place designated by the Insured as their address on the application form.

HOME COUNTRY means the country or territory where the Insured maintains their Home.

HOSPITAL means an institution, which meets all of the following requirements:

1. it must be operated according to the law;
2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis;
3. it must provide diagnostic and surgical facilities supervised by Physicians;
4. registered nurses must be on 24-hour call or duty; and
5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the Hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a Hospital used for such purposes).

HYPERBARIC CHAMBER means a pressure vessel approved for recompression of diving accident victims and/or use of hyperbaric oxygen therapy, specifically for use for recompression of AGE or DCS.

IMMEDIATE FAMILY MEMBER is an Insured or his or her spouse, the children, brothers, sisters and parents or step parents of either the Insured or the Insured's spouse; and spouses of the children, brothers, and sisters of either the Insured or Insured's spouse.

INJURY means bodily harm or damage (not including mental or emotional harm/damages) due to a covered Accident that is not contributed to by disease, illness, infection, bodily infirmity, or any other abnormal physical condition and that: (i) requires examination and treatment by a Physician; and (ii) occurs while the injured person's Coverage under the Policy is in force. All injuries sustained by one person in any one Accident, including related conditions and recurrent symptoms of these injuries, are considered a single injury.

INPATIENT means an Insured who is confined as a registered bed-patient in a Hospital for whom a room and board charge is made.

INSURANCE means the Coverage that an Insured Person has under the Policy.

INSURED MEMBER means a Member who has Coverage under the Policy based on the membership they have applied for with Divers Alert Network, Inc. ("DAN").

INSURED or INSURED PERSON means an Eligible Person or Eligible Dependent as defined herein: 1) who completes any required

enrollment form; 2) who pays any required premium or for whom premium has been paid; and 3) while covered under the Policy.

INTENSIVE CARE UNIT means a separate part of a Hospital that is reserved for critically and seriously ill patients who require highly skilled nursing care and constant or close and frequent audiovisual nursing observation. The Intensive Care Unit must provide its patients with:

1. room and board;
2. nursing care by Nurses who work only in the unit; and
3. special equipment and supplies that are primarily for use within the unit.

IN-WATER ACCIDENT means an Accident which occurs while the Insured: (i) is physically in the water and is not riding in, on, or in any other way tethered to or otherwise connected to a motorized or sailing marine vessel; and (ii) is not participating in a Named Water Sport.

MEDICAL EMERGENCY means an Injury or emergency Sickness that poses an immediate risk to an Insured Person's life or long-term health.

MEDICALLY NECESSARY or MEDICAL NECESSITY means services or supplies that the treating Physician determines, recommends, approves and certifies to be:

1. appropriate, necessary and reasonable for the symptoms, diagnosis or direct care and treatment of an Injury or Sickness; and,
2. provided for the symptoms, diagnosis or direct care and treatment of an Injury or Sickness; and,
3. within standards of good medical practice within the organized medical community; and,
4. not primarily for the convenience of the Insured Person, Insured's Physician or another provider; and
5. the most appropriate supply or level of service that can safely be provided.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Insured is receiving or the severity of the Insured's condition and that Outpatient Treatment would not be adequate to effectively treat the Insured.

MEMBER means a person, including their enrolled Eligible Dependents, who has applied to The DAN Foundation, Inc. or affiliate Divers Alert Network, Inc. ("DAN") for membership, who has met any requirements or conditions of membership as may from time to time be established by DAN, and who has paid such annual or other periodic dues as are due to receive the privileges of membership.

NAMED WATER SPORTS means:

1. Boating is a leisurely activity which involves the act of operating or riding in or on a boat, which is docked or on the water, for the pleasure of the travel itself. Includes: Canoeing, Cruising, Kayaking, Row boating and Sailing (as defined below), but excludes Fishing.

Canoeing is an outdoor activity that involves a special kind of canoe. Open canoes may be "poled" (punted), sailed, "lined" and "tracked" (using ropes) or even "gunnel-pumped".

Cruising is a leisurely activity which includes a cruising sailboat. Such boats possess the functionality and amenities of a second home, making extended voyages feasible and comfortable. Cruising does not include a cruise ship.

Kayaking is a sport or activity where people use kayaks to paddle

across the water. The various types of kayaking are defined by the type of waterway that is maneuvered across in the kayak. There is typical kayaking that is done in canals, rivers, streams, and other mainly stagnant waterways. Whitewater kayaking involves taking a kayak down rapids. Ocean kayaking involves paddling in ocean waters and can include trips that last for days at a time.

Row boating is a sport or activity using a row boat. A row boat can be any boat designed to be powered by oars.

Sailing is the act of operating or riding in or on a boat whose primary means of propulsion is the wind filling sails on the boat.

2. Behind the Boat Water Sports does not include Parasailing

A. Waterskiing is the act of standing on two skis, one ski (slalom skiing) or bare feet while moving across the surface of water. Participants hold onto a tow rope or cable and are pulled by a boat, other watercraft (such as a personal watercraft) or mechanical device such as a winch. Participants may start in the water or out of water, as on a dock or beach.

B. Wakeboarding is the act of standing on a wakeboard, attached to the feet with bindings, while moving across the surface of water. Participants hold onto a tow rope and are pulled by a boat, other watercraft (such as a personal watercraft) or mechanical device such as a winch. Participants may start in the water or out of water, as on a dock or beach. **Wake skating** is a variant of wakeboarding in which the board does not have bindings.

C. Wake Tubing is the act of riding in an innertube or other inflatable object towed behind a boat or other watercraft (such as a personal watercraft) or by a mechanical device such as a winch. Participants may start in the water or out of water, as on a dock or beach.

3. Surfing is the act of riding breaking waves using a surfboard. A participant generally sits on the floating board until a suitable breaking wave is identified. At that point the participant begins to paddle using his arms and attempts to stand up on the board. **Skurfing** is a variant in which a surfboard is towed behind a boat, other watercraft (such as a personal watercraft) or a mechanical device such as a winch.

A. Windsurfing, sailboarding or board sailing is the act of standing on a windsurfer (windsurf board) and using the attached sail to harness wind power for propulsion and direction.

B. Kiteboarding or kitesurfing is the use of a kiteboard (similar to a wakeboard), which may or may not be attached to the feet with foot-straps or bindings, in conjunction with a kite (usually attached to the body with a harness) to move across the surface of water in a standing position. The participant controls the kite with his hands, using it to harness wind power for propulsion.

This Coverage does not include **Snow Kiting or training for Kiteboarding without use of the board.**

C. Kneeboarding is the act of kneeling on a kneeboard while moving across the surface of water. Participants hold onto a tow rope and are pulled by a boat, other watercraft (such as a personal watercraft) or mechanical device such as a winch. Participants may start in the water or out of water, as on a dock or beach.

4. Bodyboarding is the act of riding breaking waves using a bodyboard. Participants generally hold onto the board and ride it in a prone or kneeling position. Participants may wear fins.

5. Paddleboarding refers to the act of kneeling on a surfboard or paddleboard and paddling using the arms in a swimming-like mo-

tion. Paddleboarding also refers to stand-up paddle surfing (SUP) or stand-up paddle boarding, which is the act of standing upright on a surfboard or paddleboard and using a long single-bladed paddle for propulsion and direction.

NAMED WATER SPORT ACCIDENT means an Accident: (i) which occurs while the Insured is participating in a Named Water Sport; and (ii) that is not a Covered Diving Accident, an In-Water Accident, or a Non-Diving Accident.

NON-DIVING ACCIDENT means an Accident that is not a Covered Diving Accident, an In-Water Accident, or a Named Water Sport Accident.

NURSE means a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN) who is licensed by the State Board of Nursing. If covered nursing services are required outside the jurisdiction of the United States, Nurse means a healthcare practitioner providing nursing services who, is licensed or certified to provide such services in the country or district where the services are rendered.

OTHER MEDICAL EXPENSE INSURANCE means medical expense insurance provided by any other insurance or welfare plan or prepayment arrangements (including Blue Cross or Blue Shield plans), regardless of whether the other insurance is provided on an individual, family, or group basis, or through an employer, union or membership in an association. If insurance is provided on a provision of service basis, then, for purposes of this definition, the amount shall be that which the services rendered would have cost in the absence of the insurance. Other Medical Expense Insurance shall also mean liability coverage, including but not limited to personal umbrella type plans or automobile medical plans.

OUTPATIENT TREATMENT means Medically Necessary services and supplies provided to an Insured in a Physician's office or Outpatient department of a Hospital for which no room and board charge is made.

PHYSICIAN means a duly licensed health care provider in good standing acting within the scope of his license and rendering care or treatment to an Insured, including:

1. a medical practitioner licensed to provide medical services and perform general surgery; or
2. any other practitioner whose services, by law of the state where such services are performed, must be covered by the Policy.

"Physician" does not include an Immediate Family Member, nor does it include a Traveling Companion or an employee, business partner or business affiliate of the Insured.

POLICY means the contract issued to the Policyholder providing the benefits specified herein.

POLICYHOLDER means Divers Alert Network, Inc. (DAN).

PRE-EXISTING CONDITION means an illness, disease, or other condition for which medical advice, diagnosis, care or treatment was recommended by or received from a Physician during the 180-day period immediately prior to the Insured Person's effective date, including:

1. any recommendation for a diagnostic test, examination, or medical treatment; or
2. conditions for which the Insured Person took or received a prescription for drugs or medicine.
3. a condition for which symptoms existed which would cause an ordinarily prudent person to seek diagnosis or treatment prior to embarking on a trip or Diving Vacation.

Item (2) of this definition does not apply to a condition which is treat-

ed or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180-day period before Coverage is effective under the Policy.

REASONABLE AND CUSTOMARY CHARGE means a charge that does not exceed the usual level of charges for similar necessary medical treatment, services or supplies in the locality where it is received.

SICKNESS means an illness or disease of the body which:

1. requires examination and treatment by a Physician, and
2. commences while the Insurance is in effect; and
3. in those cases where the benefit is conditioned upon the Insured's inability to dive, in the opinion of a Physician would prevent the Insured from diving.

THIRD PARTY (IES) means anyone other than:

1. the Insured;
2. a person related to the Insured by blood, marriage or adoption;
3. the owners, shareholders, staff members or others who are associated with the business which provided the diving services to the Insured.

TRAVELING COMPANION means a person booked to travel with the Insured whose name appears with the Insured on the same trip arrangement and who, during the trip, will accompany and/or share accommodations with the Insured in the same room, cabin, condominium unit, apartment unit, or other lodging.

TRIP (Not applicable to Dive Accidents) means:

1. a period of round-trip travel that is at least fifty (50) miles from the Insured's home;
2. the travel is not to obtain health care or medical treatment of any kind; and
3. the travel is not to a destination where the Insured maintains a Home or residence.

YOU, YOUR and **YOURS** means the Member.

ACCIDENT MEDICAL INSURANCE BENEFITS

Covered Diving Accidents - Covered Medical Expenses

If an Insured Person has incurred charges for treatment of Injury due to a Covered Diving Accident, the Company will pay, up to the Benefit Limit, for the Covered Charges described below subject to the terms and limitations contained herein.

COVERED CHARGES means eligible expenses that are incurred by the Insured Person for Medically Necessary services, supplies, care or treatment for a Covered Diving Accident. The Accident must occur while Insurance is in force. Eligible expenses must be incurred within 365 days of the Accident.

Medical services, supplies, care or treatment must be prescribed, performed or ordered by a Physician. Charges for such services, supplies, care or treatment must be Reasonable and Customary and the Company will not pay for charges in excess of the Benefit Limit.

Covered Charges are the following:

1. Hyperbaric Chamber treatment charges for up to 3 treatments per Covered Diving Accident. Any treatment after the third must be approved by the Company, or its designee, and may require examination by a medical professional designated by the Company.
2. Physician's charges for Hyperbaric Chamber treatment, medi-

cal care and surgical operations.

3. Ambulance charges for transportation by a professional ground, air or marine ambulance service to the nearest Hospital or Hyperbaric Chamber where appropriate care or treatment can be given. Eligible expenses do not include charges eligible for reimbursement under the Emergency Medical Transportation Benefit. All transportation involving air or marine ambulance service must be approved in advance by the Company or its designee.
4. Hospital charges for:
 - a. room and board;
 - b. general nursing care, including Hyperbaric Chamber treatment;
 - c. other Inpatient and Outpatient Treatment services and supplies (this does not include charges for professional services rendered at the Hospital by non-employees); and
 - d. confinement in an Intensive Care Unit as long as such confinement is ordered by a Physician and due to an Injury that requires special medical and nursing treatment not generally provided to other Inpatients in the Hospital.

The daily Hospital allowance payable for room and board for each day of Hospital confinement is the average semi-private room rate for the Hospital where confined. If the Hospital where confined has only private rooms, the daily Hospital allowance will be 80% of the private room rate. The daily Intensive Care Unit allowance payable for room and board for each day of confinement in an Intensive Care Unit is two times the daily Hospital allowance.

5. Medical supply charges for oxygen;
6. Other eligible expenses:
 - a. Ambulatory surgical charges for necessary services and supplies if:
 - i. the charges are due to surgery;
 - ii. benefits for these charges would have been payable if the surgery had been done in a Hospital; and
 - iii. such surgery is performed in an ambulatory surgical center that is operating within the scope of its license to perform such surgery.
 - b) Surgeon's charges for the performance of surgical procedures.
 - c) Anesthesia charges and its administration when these are not covered as Hospital charges.
 - d) Nursing, physiotherapy, and occupational therapy charges for:
 - i. private duty nursing care by a Nurse;
 - ii. treatment by a licensed physiotherapist; and
 - iii. treatment by a licensed occupational therapist charges.
 - e) Radiological and laboratory charges for X-rays, radiological treatment, and diagnostic laboratory tests.
 - f) Covered Charges for manipulative therapy (the use of body work or massage therapy and other physical manipulation of the body for healing, such as osteopathy and chiropractic) and acupuncture are limited to \$500 per Coverage Period and payable at \$50 per visit for up to 10 visits.
 - g) Medical supply charges for:
 - i. casts, splints, trusses, braces, crutches, and surgical dressing;
 - ii. artificial eyes and limbs for the initial replacement of natu-

- ral eyes and limbs severed while insured; and
- iii. rental of manually operated wheelchairs and hospital beds, oxygen equipment and other durable medical equipment that is used solely by the Insured Person for the treatment of the Injury. The Company, at its discretion, may approve purchase of such items.

Non-Diving Accidents and Named Water Sport Accidents - Covered Medical Expenses

If an Insured Person has incurred charges for treatment of Injury due to a Non-Diving Accident or a Named Water Sport Accident, the Company will pay, up to the Benefit Limit, for the Covered Charges described below subject to the terms and limitations contained herein and in the Benefit Schedule. The Accident must occur while:

1. Coverage is in force;
2. the Insured Person is on a Trip exclusively for recreational purposes; and,
3. the Insured Person is outside the territorial limits of his or her Home Country (**Not Applicable to Named Water Sport Accidents**).

COVERED CHARGES means eligible expenses that are incurred by the Insured Person for Medically Necessary services, supplies, care or treatment for a Non-Diving Accident or a Named Water Sport Accident. The Accident must occur while Insurance is in force. Eligible expenses must be incurred within 365 days of the Accident.

Medical services, supplies, care or treatment must be prescribed, performed or ordered by a Physician. Charges for such services, supplies, care or treatment must be Reasonable and Customary and the Company will not pay for charges in excess of the Benefit Limit.

Covered Charges are the following:

1. Ambulance charges for transportation by a professional ground ambulance service to the nearest Hospital where appropriate care or treatment can be given. Eligible expenses do not include charges eligible for reimbursement under the Emergency Medical Transportation Benefit.
2. Hospital charges for:
 - a. room and board;
 - b. general nursing care;
 - c. other Inpatient and Outpatient Treatment services and supplies (this does not include charges for professional services rendered at the Hospital by non-employees); and
 - d. confinement in an Intensive Care Unit as long as such confinement is ordered by a Physician and due to an Injury that requires special medical and nursing treatment not generally provided to other Inpatients in the Hospital.

The daily Hospital allowance payable for room and board for each day of Hospital confinement is the average semi-private room rate for the Hospital where confined. If the Hospital where confined has only private rooms, the daily Hospital allowance will be 80% of the private room rate. The daily Intensive Care Unit allowance payable for room and board for each day of confinement in an Intensive Care Unit is two times the daily Hospital allowance.

3. Medical supply charges for oxygen;
4. Other eligible expenses:
 - a. Ambulatory surgical charges for necessary services and supplies if:
 - i. the charges are due to surgery;
 - ii. benefits for these charges would have been payable if the

- iii. such surgery is performed in an ambulatory surgical center that is operating within the scope of its license to perform such surgery.
- b. Surgeon's charges for the performance of surgical procedures.
- c. Anesthesia charges and its administration when these are not covered as Hospital charges.
- d. Nursing, physiotherapy, and occupational therapy charges for:
 - i. private duty nursing care by a Nurse;
 - ii. treatment by a licensed physiotherapist; and
 - iii. treatment by a licensed occupational therapist charges.
- e. Radiological and laboratory charges for X-rays, radiological treatment, and diagnostic laboratory tests.
- f. Covered Charges for manipulative therapy (the use of body work or massage therapy and other physical manipulation of the body for healing, such as osteopathy and chiropractic) and acupuncture are limited to \$500 per Coverage Period and payable at \$50 per visit for up to 10 visits.
- g. Medical supply charges for:
 - i. casts, splints, trusses, braces, crutches, and surgical dressing;
 - ii. artificial eyes and limbs for the initial replacement of natural eyes and limbs severed while insured; and
 - iii. rental of manually operated wheelchairs and hospital beds, oxygen equipment and other durable medical equipment that is used solely by the Insured Person for the treatment of the Injury. The Company, at its discretion, may approve purchase of such items.

Extended Benefits

If the Policy terminates while an Insured Person is Totally Disabled, benefits will be extended for charges incurred after the date of termination. These extended benefits are subject to the same terms that would have applied if the Policy had remained in force. These extended benefits are payable only for charges incurred:

1. for treatment of the specific Accident that caused the Total Disability;
2. while such person remains so Totally Disabled; and
3. during the first 12 consecutive months after the Policy terminates.

For purposes of the Extended Benefits, **Total Disability/Totally Disabled** means that an Insured Person is unable to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, experience or training. With respect to an Insured Person for whom an occupational definition of **Total Disability/Totally Disabled** is not appropriate, **Total Disability/Totally Disabled** means that an Insured Person is unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured Person immediately prior to the Accident.

Exclusions on Covered Accident Medical Expenses for Covered Diving, Non-Diving and Named Water Sport Accidents

Under this Benefit, no benefits are payable for:

1. services or supplies for which an Insured Person is not required to pay or charges made only because insurance exists;
2. Custodial Care;
3. drugs and medicine that may be obtained without written prescription and/or not furnished by and administered during a Hospital confinement as an Inpatient;

4. charges that are more than the Reasonable and Customary Charges for the services and supplies furnished;
5. medical exams not required for treatment of Injuries from the Accident;
6. routine eye or hearing exams, eye refractions, eye glasses, contact lens, hearing aids or any type of external appliances used to improve visual or hearing acuity and their fittings;
7. cosmetic or reconstructive procedures, and any related services or supplies, which alter appearance but do not restore or improve impaired physical functions;
8. care, treatment, services or supplies:
 - a. not prescribed by a Physician;
 - b. not Medically Necessary;
 - c. that are deemed by the federal, or a state or local government authority, or by the Company to be research or experimental or that is not recognized as a generally accepted medical practice;
 - d. received from a Nurse which do not require the skill and training of a Nurse;
 - e. received in a Hospital owned or operated by the United States government or any of its agencies;
 - f. to the extent that benefits are payable under other provisions of the Policy; or
 - g. ordered or provided by an Immediate Family Member.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT –
APPLICABLE TO A COVERED DIVING ACCIDENT
AND A NAMED WATER SPORT ACCIDENT**

The Company will pay the benefit listed in the following table if an Insured Person has sustained a Loss stated therein resulting from a Covered Diving Accident or Named Water Sport Accident. Such Loss must occur within 365 days of the Covered Diving Accident or Named Water Sport Accident. The benefit payable for such Loss shall be the amount stated opposite such Loss. If more than one Loss is sustained as the result of one Covered Diving Accident or Named Water Sport Accident, only one amount, the largest, will be payable. The Principal Sum of Losses Benefit Schedule.

Table of Losses

For Loss of:	Payment:
Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Either Hand or Foot	One-Half the Principal Sum
Sight of One Eye	One-Half the Principal Sum

The term “**Loss**” as used herein means:

1. with regard to hand and foot, actual severance through or above the wrist or ankle joint; and
2. with regard to eyes, the entire and irrecoverable loss of sight.

Loss of life must be evidenced by a death certificate or such other proof or documentation acceptable to the Company.

**PERMANENT AND TOTAL DISABILITY BENEFIT –
APPLICABLE TO A COVERED DIVING ACCIDENT
AND A NAMED WATER SPORT ACCIDENT**

If an Insured Person, who is over 21 years of age, is Permanently and Totally Disabled, The Company will pay the Principal Sum. The Principal Sum is shown in the Benefit Schedule. The Permanent and Total Disability must result from a Covered Diving Accident or a Named Water Sport Accident that occurs while Coverage is in force and must be evidenced by a report from a Physician acceptable to Us.

The loss must:

1. occur within 365 days of the date of the Covered Diving Accident or Named Water Sport Accident;
2. continue without interruption for at least 1 year; and
3. reasonably be expected to continue without interruption until the Insured Person’s death.

Any amount otherwise payable under this benefit will be less any amount paid or payable under the Accidental Death and Dismemberment Benefit provided the loss is due to the same Covered Diving Accident, or Named Water Sport Accident.

For purposes of this benefit only, the phrase “**Permanent and Total Disability/Permanently and Totally Disabled**” means that an Insured Person, due to a Covered Diving Accident, or Named Water Sport Accident, is permanently unable to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, experience or training. With respect to an Insured Person for whom an occupational definition of **Permanent and Total Disability/Permanently and Totally Disabled** is not appropriate, **Permanent and Total Disability/ Permanent and Totally Disabled** means that an Insured Person is permanently unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured Person immediately prior to the Accident.

**EXTRA TRANSPORTATION BENEFIT –
APPLICABLE TO A COVERED DIVING ACCIDENT ONLY**

If an Insured Person was prevented from using their original return trip ticket for transportation due to a delay caused by a Covered Diving Accident, the Company will pay, up to the Benefit Limit, an Extra Transportation benefit for the return trip. The delay must be on the advice of the attending Physician and the Insured Person must provide the Company with a copy of the attending Physician’s advisory notice. The benefit payable is equal to the difference between a new ticket (in the same class originally booked) and the remaining value of the original ticket.

**EXTRA ACCOMMODATIONS BENEFIT –
APPLICABLE TO A COVERED DIVING ACCIDENT ONLY**

If an Insured Person was delayed in returning Home on the written advice of the attending Physician as a result of a Covered Diving Accident, the Company will pay, up to the Benefit Limit, benefits for Extra Accommodations. Benefits begin on the first day following the original date the Insured Person should have returned Home. The

Insured Person must provide bills or receipts of actual expenses and a copy of the attending Physician's advisory notice. Extra Accommodations also includes meals, local transportation and incidentals. The benefit payable is shown in the Benefit Schedule, subject to a daily limit, where applicable.

**LOSS OF DIVING EQUIPMENT BENEFIT –
APPLICABLE TO A COVERED DIVING ACCIDENT ONLY**

If Diving Equipment is lost or unintentionally damaged due to a Covered Diving Accident, the Company will pay the present market value of the Diving Equipment at the time of the loss or damage, up to the Benefit Limit. If any item that was lost or damaged is part of an assembly of items, then the benefit is limited to the part that was lost or damaged. At the option of the Company, the lost or damaged item may be repaired or replaced in lieu of a cash payment. The Company may require that the Insured Person deliver the damaged equipment to the Company prior to payment of this benefit. The maximum benefit per Covered Diving Accident is shown in the Benefit Schedule.

**DIVING VACATION CANCELLATION BENEFIT –
APPLICABLE TO A DIVING VACATION**

If prior to the time and date of departure for a Diving Vacation, the Insured Person or his/her Traveling Companion has suffered a Sickness or Injury that would substantially impair that person's ability to dive and requires the Cancellation of the Diving Vacation, the Company will pay, up to the Benefit Limit, for Covered Losses that the Insured Person incurs as a result of such cancellation.

CANCELLATION means a Physician has recommended in writing, that due to the severity of the condition of the Insured Person or his/her Traveling Companion, it is Medically Necessary that the Insured Person cancel the Diving Vacation. The Insured Person or his/her Traveling Companion must be under the direct care and supervision of a Physician.

COVERED LOSSES means any penalties, or forfeited nonrefundable, unused prepayments or deposits for diving, accommodations, meals or transportation incurred as the result of cancellation of the Diving Vacation.

**DIVING VACATION INTERRUPTION BENEFITS –
APPLICABLE TO A DIVING VACATION**

If, after the scheduled departure date for a Diving Vacation, the Insured Person or his/her Traveling Companion has suffered a Sickness or Injury that would substantially impair that person's ability to dive and requires the Interruption of the Diving Vacation, the Company will pay, up to the Benefit Limit, for Covered Losses that the Insured Person incurs as a result of such interruption.

COVERED LOSSES means any penalties, or forfeited nonrefundable, unused prepayments or deposits for diving, accommodations, meals or transportation incurred as the result of interruption of the Diving Vacation.

INTERRUPTION means a Physician has recommended in writing, that due to the severity of the condition of the Insured Person or his/her Traveling Companion, it is Medically Necessary that the Insured Person interrupt the Diving Vacation. The Insured Person or his/her Traveling Companion must be under the direct care and supervision of a Physician.

If the Sickness or Injury is such that the trip can continue but the Insured Person or his/her Traveling Companion is prevented from continuing Covered Diving Activities, the Company will pay benefits for lost diving days. The benefit is payable on the number of diving days lost until the end of the scheduled trip. The daily benefit is the lesser of the amount shown in the Benefit Schedule or the non-refundable portion of the diving arrangements. If diving was purchased as part

of a package, the daily benefit is the lesser of the amount shown in the Benefit Schedule or the difference between the daily rate for divers and non-divers. To be eligible for this benefit, the payments or deposits for the diving arrangements must be made prior to the onset of the Sickness or Injury which prevents the Insured Person or his/her Traveling Companion from becoming unable to dive.

PERSONAL LIABILITY RESULTING FROM A DIVING ACCIDENT BENEFIT – APPLICABLE TO A COVERED DIVING ACCIDENT ONLY

Subject to the terms and limitations contained herein, the Company will indemnify the Insured Person, up to the Benefit Limit, against all sums that the Insured Person shall become legally liable to pay to Third Parties as a result of the Insured Person suffering from a Covered Diving Accident, or causing an Accident while engaged in a Covered Dive which results in an Injury to Third Parties or causing an Accident which results in damage to the Third Parties' property.

In the event circumstances arise which could subject the Insured Person to civil liability, the Insured Person shall immediately advise the Policyholder, or such party as may from time to time be designated by the Policyholder, of the claim and send any notification of the claim or intent to make a claim, be it verbally or by letter, fax, service of a lawsuit, or by any form of electronic correspondence, to the Policyholder or such designated party.

In addition to other exclusions/limitations which may apply to this Benefit, no Coverage is provided for any claim that is the result of engaging in professional teaching or supervision of diving activities.

SEARCH AND RESCUE BENEFIT APPLICABLE TO A COVERED DIVING ACCIDENT ONLY

If an Insured Member has disappeared while making a Covered Dive, and the Coast Guard, local Police, or other National or International services responsible for safety at sea and/or search and rescue undertake a search in an effort to save the life of the Insured Member, the Company will support said search and pay, up to the Benefit Limit, for the expenses of the search and rescue effort. Reimbursement shall be limited to expenses incurred by organizations which are specially trained and approved to undertake search and rescue operations. No benefits are payable for expenses for which an Insured Member is not required to pay or for charges assessed only because this benefit exists.

GENERAL EXCLUSIONS

The following exclusion applies to the Accidental Death and Dismemberment Benefit and the Permanent and Total Disability Benefit:

1. The Company will not pay for loss caused by or resulting from Sickness of any kind.

The following exclusion applies to the Accident Medical Insurance, Permanent and Total Disability from a Covered Diving Accident Only, Diving Vacation Cancellation, and Diving Vacation Interruption Benefits:

1. The Company will not pay for loss or expense caused by or incurred resulting from a chronic or Pre-Existing Condition, as defined herein, including death that results there from.

The following exclusions apply to **all** Benefits:

1. The Company will not pay for any loss under the Policy, caused by, resulting from, or in connection with:
 - a) suicide, attempted suicide, or intentionally self-inflicted injury of the Insured Person or Traveling Companion, while sane or insane;

- b) nervous, emotional or mental disorders, or if the primary diagnosis is psychiatric in nature;
- c) the use of alcohol, drugs, narcotic agent or intoxicants, unless prescribed by a Physician;
- d) pregnancy, childbirth, elective or Medically Necessary abortion, or complications arising out of these conditions;
- e) unless approved in advance by the Policyholder, for Injury sustained while participating: (i) in professional sports; (ii) in dangerous or high-risk sports (such as mountain climbing, bungee cord jumping, snow skiing, skydiving, parachuting, hang gliding, parasailing, or travel on any air supported device, other than on a regularly scheduled airline or air charter company); or (iii) in organized amateur, club, interscholastic or intercollegiate sports;
- f) unless approved in advance by the Policyholder, in connection with competitions or record setting / breaking attempts;
- g) riding or driving in any motor competition;
- h) war or any act of war, declared or undeclared war, civil disorder, or service in the armed forces, National Guard or organized reserve corps or any country or international authority; however, does not include terrorism;
- i) nuclear reaction, radiation or radioactive contamination;
- j) air travel (other than regularly scheduled airlines or air charter services) or operating or learning to operate any aircraft, as a student, pilot or crew;
- k) commission or a crime committed by the Insured or a Traveling Companion;
- l) losses which are compensable under Other Medical Expense Insurance, Workers' Compensation or Occupational Disease Laws, travel insurance, or any services, supplies, or treatments provided under any federal, state or other governmental plan or similar law;
- m) a loss or damage caused by detention, confiscation or destruction by customs;
- n) medical services, supplies, or treatment, including any period of Hospital confinement that were not Medically Necessary;
- o) Elective Treatment and Procedures;
- p) medical treatment during or arising from a trip undertaken for the purpose or intent of securing medical treatment;
- q) Financial Insolvency of the person, organization or firm from whom the Insured directly purchased or paid for his/her trip, Financial Insolvency which occurred before the Insured's effective date for the Diving Vacation Cancellation Benefits, or Financial Insolvency which occurs within 7 days following the Insured 's effective date for the Diving Vacation Cancellation Benefits;
- r) bankruptcy, Financial Insolvency, default or failure to supply services by a travel supplier;
- s) business, contractual or educational obligations of the Insured or Traveling Companion;
- t) failure of any tour operator, Common Carrier, liveaboard, or other travel supplier, person or agency to provide the bargained-for travel arrangements other than Financial Insolvency;

- u) a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the Policy is not in effect for the Insured.
2. Notwithstanding any other provision, services or supplies for the treatment of an occupational injury or sickness which are paid under any local, state or federal program are excepted only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to applicable law.

EXCESS PROVISION

(Not Applicable to Accidental Death and Dismemberment and Permanent and Total Disability Benefits)

The benefits under the Policy, other than the benefits noted above, are excess over any other valid and collectible insurance, including but not limited to, Other Medical Expense Insurance and travel insurance, available to the Insured for a covered loss under the Policy. If an Insured receives or is entitled to receive benefits or services from any other valid and collectible insurance for any eligible benefit category of a covered loss for which he or she is entitled under the Policy, such benefit under the Policy will be in excess of the amount of such other valid and collectible insurance.

Benefits payable will be reduced to the extent that benefits for expenses are covered by any other valid and collectible insurance whether or not a claim is made for such benefits.

For purposes of the Policy, an Insured's entitlement to other valid and collectible insurance will be determined as if the Policy did not exist and shall not depend upon whether timely application for other valid and collectible insurance is made by or on behalf of the Insured.

If the other valid and collectible insurance provides benefits on an excess coverage basis, benefits will be paid first by the insurer or services plan whose coverage has been in effect for the longer period of time.

SUBROGATION AND RIGHT OF RECOVERY

(Not Applicable to Accidental Death and Dismemberment and Permanent and Total Disability Benefits)

As a condition to receiving benefits under the Policy, other than the benefits noted above, the Insured (or, if he or she is deceased, an authorized representative of the Insured) agrees, except as may be limited or prohibited by applicable law:

1. to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage; and
2. without limiting the preceding, that the Company is subrogated, for the purpose of the Company's recovery of any such benefits paid to or on behalf of the Insured, to any and all claims, causes of action or rights that he or she has or that may rise against any Third Party who has or may have caused, contributed to or aggravated the injury or condition for which the Insured claims an entitlement to Policy benefits, and to any claims, causes of action or rights he or she may have against any Coverage for the injury or condition for which the Insured claims an entitlement to Policy benefits.

The Insured agrees that he or she will make a decision on pursuing any and all claims, causes of action and rights against any and all Third Parties and Coverage within 30 days of the date the Company requires that the Insured provide Notice of Claim for the injury or condition for which such Policy benefits are sought, and within such 30-day period will so notify the Company in writing. In the event the Insured decides not to pursue a claim, cause of action or right

against a Third Party or Coverage, or fails to notify the Company of his or her intent to do so within such 30-day period, the Insured authorizes the Company to pursue, sue, compromise or settle any such claim, cause of action or right in his or her name, authorizes the Company to execute any and all documents necessary to pursue any such claim, cause of action or right, and agrees to cooperate fully with the Company in the prosecution of any such claim, cause of action or right.

If the Insured is a minor or is not competent to make this agreement, the legal guardian of the Insured's property makes the agreement on the Insured's behalf as a condition to receiving benefits under the Policy on behalf of the Insured. If the Insured has no guardian for his or her property, the person or persons who, in the Company's opinion, have assumed the custody and support of the minor or responsibility for the incompetent person's affairs make the agreement on the Insured's behalf as a condition to receiving such benefits under the Policy on behalf of the Insured.

The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured against any Third Party or Coverage.

For purposes of this Subrogation and Right of Recovery Provision Only:

Coverage means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except the Policy and any fund or insurance policy providing the Policyholder with coverage for any claims, causes of action or rights the Insured may have against the Policyholder).

Third Party(ies) means any person, corporation or other entity (except the Insured, the Policyholder and the Company).

GENERAL PROVISIONS

PHYSICAL EXAMINATION AND AUTOPSY

The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTIONS

No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished.

INCONTESTABILITY OF AN INSURED PERSON'S INSURANCE

The Company will not use an Insured Person's statements relating to insurability to contest Insurance after it has been in force for 2 years during the Insured Person's life, except for non-payment of premium. Such 2-year period begins on the Insured Person's effective date of Coverage. The Company will also not use such statement, to contest an increase or benefit addition to the Insured Person's Insurance after the increase or benefit addition has been in force for 2 years during such Insured Person's life. Such 2-year period begins on the Insured Person's effective date of the increase or benefit addition.

These statements must be in writing on a form satisfactory to the Company and signed by the Insured Person. A copy of this form will be given to the Insured Person. The Company can only contest Coverage if the misstatement is made in a written instrument signed

by the Insured Person and a copy is given to the Insured Person or the Insured Person's beneficiary.

BENEFICIARY: CHANGE OF BENEFICIARY

If applicable, the beneficiary is named by the Insured Person at the time of enrollment, unless changed. The Insured Person may change the beneficiary, unless irrevocable, at any time. To do so, a written request on a form satisfactory to the Policyholder must be made. When the Policyholder records the change, it will take effect as of the date signed. The change will not apply to any payment made by the Company before the request was recorded.

If 2 or more beneficiaries are named and their shares are not specified, they will share the proceeds equally.

When an Insured Person dies, there may be no living named beneficiary to receive any part of the proceeds. If so, the Company may pay such proceeds to the Insured Person's estate or, at the Company's option, in equal shares, to the survivors in the first surviving class of those that follow: the Insured Person's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. The Company will not be liable for such payment after it is made.

MULTIPLE CERTIFICATES

A person cannot be insured under more than one certificate providing the same type of Insurance Coverage under group policies issued by the Company to the Policyholder and/or its affiliates. If premium is being paid for more than one such certificate, Insurance will be in effect under only one certificate at any one time. Premium paid for certificates which are not in effect will be refunded.

ASSIGNMENT

The Policy cannot be assigned. An Insured may not assign any of his or her rights, privileges or benefits under the Policy.

MISSTATEMENT OF AGE

If premiums and/or benefits for the Insured Person are based on age and the Insured Person's age has been misstated, there will be a fair adjustment of premiums and/or benefits based on the Insured Person's true age. The Company may require satisfactory proof of age before paying any claim.

WORKERS' COMPENSATION

The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

CLAIMS PROVISIONS

NOTICE OF CLAIM: The Company must be given written notice of claim within 180 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to the Company or to its authorized agent. Notice should include the Insured Person's name and enough information to identify and contact him/her.

CLAIM FORMS: When the Company receives notice of claim, the Insured Person will be sent forms to file proof of loss. If the forms are not sent within 15 days after the Company receives notice, then the claimant will meet the proof of loss requirements by giving the Company a written statement of the nature and extent of the loss. This must be sent to the Company within the time limit stated in the Proof of Loss provision.

PROOF OF LOSS: Written Proof of Loss must be sent to the Company within 180 days after the date the loss occurs. The Company will not reduce or deny a claim if it was not reasonably possible to give written Proof of Loss within the time allowed. In any event, the Insured Person must give the Company written Proof of Loss within 12 months after the date the loss occurs unless the Insured Person is legally incapacitated.

PAYMENT OF CLAIMS: Benefits for loss of life of an Insured Person will be paid in accordance with the beneficiary designation, or if none to the Insured Person's estate. Benefits for loss of life of an Insured Person who is an Eligible Dependent will be paid in accordance with the beneficiary designation, or if none to the Insured Person's.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Person suffering the loss. If an Insured Person dies before all payments due have been made, the amount still payable will be paid, to the Insured Person's estate or at the Company's option, in equal shares, to the survivors in the first surviving class of those that follow: the Insured Person's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

PAYMENT TO A MINOR OR INCOMPETENT: If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$3,000 may be made, at the option of the Company, to any relative by blood or connection by marriage of the payee, who, in the opinion of the Company, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

TIME OF PAYMENT OF CLAIM: Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all benefits that accrue for loss for which the Policy provides periodic payment will be paid monthly.

Filing a Claim

1. For any dive injury or claim questions, or to request a claim form, contact:

DAN Services, Inc.

Attn: DAN Claims

6 West Colony Place, Suite 200

Durham, NC 27705

Phone: +1-800-446-2671 or +1-919-684-2948

Fax: +1-919-490-6630

Email: claims@dan.org

Complete the claim form in full. Please answer all questions completely. If you don't, the claim may have to be returned to you and delay settlement of your claim. Be sure to sign the claim form.

2. Ask the hospital and/or doctor to complete the reverse side of the form and return it to you. (The provider can attach an itemized bill instead.)
3. Attach any other bills, documents or statements that apply to the claim. It is important that they contain the right information.
4. Make copies of your forms and bills for your records — your originals will not be returned.
5. If you received a payment from any other Insurance, you must send the Explanation of Benefits with your bills before your claim can be settled.
6. Please forward your package to:

DAN Services, Inc.

Attn: DAN Claims

6 West Colony Place, Suite 200

Durham, NC 27705

Phone: +1-800-446-2671 or +1-919-684-2948

Fax: +1-919-490-6630

Email: claims@dan.org



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DAN Emergency Hotline:

+1-919-684-9111

DAN Medical Information:

+1-919-684-2948 ext 6222

DAN.org