



## ACCIDENT & GENERAL INSURANCE COMPANY, LIMITED

Corporate Office: c/o Artex Risk Solutions (Cayman) Ltd., P.O. Box 10233, 171 Elgin Avenue  
Willow House, Cricket Square, George Town KY1-1002 Grand Cayman  
(herein referred to as the Company)

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### SHORT-TERM DIVE ACCIDENT INSURANCE CERTIFICATE

This Certificate describes Accident insurance the Company provides to Insured Persons. This insurance is subject to the eligibility and effective date requirements of the Policy. The benefits described in this Certificate are provided under the Policy indicated to the named Policyholder:

**Policy Number:** G-2019-ST (PADI Travel) (the "Policy")

**Policyholder:** TRAVELER EMERGENCY MEDICAL SERVICES, LTD. ("Traveler EMS")

#### Conformity with Law

If the provisions of the Policy and this Certificate do not conform to the requirements of any state, provincial, or federal law or regulation that applies to the Policy/Certificate, the Policy/Certificate is automatically changed to conform with the requirements of that law or regulation. If it is determined that this Policy may not be purchased by residents of certain states, provinces, countries, or other jurisdictions, the Certificate may be canceled, and any paid premium may be refunded.

The Application, Master Policy, Certificate, and any attached riders form the entire contract between the Company and the Insured Persons. It may be changed, renewed or ended without notice to or consent of any person with a beneficial interest in the Policy. Please read this Certificate carefully.

This plan does not provide comprehensive health care coverage and is not major medical insurance. This is Accident only coverage.

This Policy provides no coverage for expenses arising from medical care provided in the United States.

**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.

#### NOTIFICATION REQUIREMENT

**If You become ill or injured, You should immediately proceed to the closest emergency medical facility. In the event of an Injury or Sickness covered by this Policy, You must immediately contact the Policyholder to confirm coverage for any medical services to be rendered. If circumstances exist which prevent You from contacting the Policyholder, You must do so as soon as possible under the circumstances.**

#### WORLDWIDE EMERGENCY ASSISTANCE

**In the event of a Covered Diving Accident, You should immediately contact DAN's Emergency Hotline at +1.919.684.9111. This service is staffed 24/7/365 by qualified DAN physicians and other medical professionals who can provide emergency assistance. Worldwide collect calls are accepted.**

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## DEFINITIONS

**ACCIDENT** means a sudden, unforeseen and unexpected event that occurs without any intentional act or action by the Insured Person 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 pressurization of gas-containing body structures during a Covered Dive.

**CERTIFICATE** means this Certificate (and Schedule of Benefits) issued to the Insured Person evidencing coverage under the Policy.

**COMMERCIAL DIVER** means a diver 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 Accident & General Insurance Company, Ltd., the underwriting company. For administrative purposes, "Company" may include its authorized administrator acting on its behalf.

**COVERED DIVE or COVERED DIVING ACTIVITY** means:

1. recreational free diving (Apnea), snorkeling and/or SCUBA diving, or training for free diving or SCUBA certification; or,
2. diving while a SCUBA or free diving 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), Canadian Academy of Underwater Scientists (CAUS), or a group whose written diving research protocol meets or exceeds those of the AAUS or CAUS; 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 and You must be diving within the limits of Your training as defined by the training agency under which You are certified.

**COVERED DIVING ACCIDENT** means an Accident, DCI, or any In-Water Incident that results from a Covered Dive, regardless of depth, and causes Injury.

**CUSTODIAL CARE** means care:

1. provided primarily for the maintenance of the Insured Person; and
2. essentially designed to assist the Insured Person 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** is equipment used by underwater divers to make diving activities possible, easier, safer and/or more comfortable. Diving Equipment does not include cameras, or other equipment which allows cameras to be used underwater.

**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.

**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 Person or his spouse, the children, brothers, sisters and parents or step parents of either the Insured Person or the Insured Person's spouse; and spouses of the children, brothers, and sisters of either the Insured Person or Insured Person's spouse, whether by blood, marriage or adoption.

**INJURY** means bodily harm or damage (not including mental or emotional harm/damages) due to a covered Diving 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 Person 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 PERSON** means an individual who has coverage 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.

**MEDICALLY NECESSARY** means services or supplies that the treating Physician determines to be:

1. appropriate and necessary 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 Person'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 Person is receiving or the severity of the Insured Person's condition and that Outpatient Treatment would not be adequate to effectively treat the Insured Person.

**NURSE** means a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN), or a healthcare practitioner providing nursing services who is licensed or certified to provide such services in the country or jurisdiction where the services are rendered.

**OTHER INSURANCE** means insurance provided by any other insurance or welfare plan or prepayment arrangements (including but not limited to 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 Insurance shall also mean liability coverage, including automobile medical plans.

**OUTPATIENT TREATMENT** means Medically Necessary services and supplies provided to an Insured Person 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 Person: 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 jurisdiction 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 Person.

**POLICY** means the contract issued to Traveler EMS providing the benefits specified herein.

**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 six (6) month period immediately prior to the Insured Persons 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 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 six (6) month period before coverage is effective under this Policy.

**SICKNESS** means an illness or disease of the body due to a Covered Diving Accident 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 Person's inability to dive, in the opinion of a Physician would prevent the Insured Person from diving while on a trip.

**USUAL AND CUSTOMARY** means a charge not more than the usual charge for necessary medical treatment in the locality where it is received. The nature and severity of the Injury or Sickness involved will be taken into account by Us. In no event shall the charges exceed the usual and customary rates determined by the NAIC (National Association of Insurance Commissioners) from the claims database maintained by the HIAA (Health Insurance Association of America). If a question arises regarding whether certain charges are Usual and Customary, the Insured Person and their medical care provider shall bear the burden of proving that amounts claimed are Usual and Customary as defined herein.

**WE, US, or OUR** means the insurance company named in this Certificate.

**YOU, YOUR and YOURS** means the Insured Person.

### **ELIGIBILITY**

The following persons are eligible for this insurance:

Individuals between 8 years of age and 75 years of age who are either in training or hold a certification for SCUBA diving or free diving. The Policyholder may, in its sole discretion, grant a written exemption to the age limit for individuals over 75. In such cases the person may be asked to provide a medical clearance from a physician trained in diving medicine and acceptable to the Policyholder, which clears the individual for diving activities. (the Policyholder will advise if this is required at time of enrollment).

### **DATE INSURANCE TAKES EFFECT**

Coverage will take effect at the time a person becomes eligible, completes the necessary enrollment forms, pays the requisite premium, and is approved by The Policyholder. Notice of approval will be sent

to the email address provided by the Insured Person.

#### **DATE INSURANCE ENDS**

Coverage automatically ends at the expiration of the term for which the premium has been paid (see Coverage Period on Schedule of Benefits). Termination of the Policy will not affect a claim for loss that occurs after insurance takes effect and prior to the date it ends.

#### **LIMIT OF INSURANCE**

The most We will pay for all Covered Charges arising from an Injury or Sickness sustained by any one Insured Person is US\$200,000, regardless of the number of Accidents or illnesses that occur, or the number of claims made. This single limit of insurance applies even if an Insured Person is involved in multiple Accidents occurring over multiple Coverage Periods. Lower benefit limits may apply to certain individual benefits as itemized in the Schedule of Benefits.

#### **BENEFITS**

This Short-Term Dive Accident Insurance is provided by the Company to each Insured Person. Upon receipt of confirmation from The Policyholder that Your enrollment has been accepted, You become eligible for the benefits described herein. The Company will pay these benefits subject to the terms, conditions and limitations contained herein. The amount payable for expenses incurred for all benefits will not exceed US\$200,000. Lower benefit limits may apply to certain individual benefits as itemized in the Schedule of Benefits.

All Emergency Medical Transportation and Travel Assistance benefits must be arranged by and approved in advance by The Policyholder to be eligible for coverage and all travel arrangements must be coordinated through DAN.

There is no coverage under this Policy for expenses arising from medical care provided in the United States.

#### **COVERAGE TERRITORY**

**Coverage Territory:** Except for certain excluded countries, this policy provides worldwide coverage for covered trips arranged through PADI Travel. Excluded countries include, and no coverage is provided for losses that occur in: Afghanistan, Algeria, Chad, Iran, Iraq, Libya, Mali, North Korea, Niger, Nigeria, Somalia, South Sudan, Sudan, Syria, Pakistan and Yemen. The list of excluded countries may be updated at any time by the Policyholder.

#### **COVERAGE PERIOD**

This Policy provides coverage for the duration of your trip up to a maximum of thirty (30) days.

### SCHEDULE OF BENEFITS

Description of Benefit (Arising from Diving Accident Only)	Other Terms & Conditions (Benefit Limit)	Aggregate Benefit Limit
Emergency Medical Evacuation	US\$100,000 – Combined Limit	Up to a Maximum of US\$200,000 for all Benefits
Medically Necessary Repatriation		
Accident Medical Insurance – Covered Dive Only	US\$100,000 Refer to Certificate for Covered Charges, Limitations and Exclusions	
Accidental Death & Dismemberment	US\$10,000	
Search & Rescue	US\$10,000	
Repatriation of Mortal Remains	US\$5,000	
Extra Transportation/Accommodations	US\$3,000	
Lost Diving Equipment	US\$2,000	
Mixed Gasses & Rebreather	Covered	
Freediving, SCUBA, Cave diving & Ice Diving	Covered	
DAN <i>TravelAssist</i> – Travel Assistance Services	Included	
<b>THIS POLICY DOES NOT PROVIDE COMPREHENSIVE HEALTH CARE COVERAGE AND IS NOT MAJOR MEDICAL INSURANCE. THIS IS ACCIDENT ONLY COVERAGE.</b>		
Additional Medical Transportation	<b>For these additional benefits ask about DAN’s Annual Membership &amp; Insurance</b>	
Home Country Medical Transportation		
Visit of Family Member or Friend		
Return of Traveling Companion		
Return of Dependent Children		
Return of Vehicle		
Personal Liability		
Medical Insurance – Non-Diving		
Medical Insurance – Named Water Sports		
Permanent & Total Disability		
Loss of Diving Equipment		
Diving Vacation Cancellation		
Diving Vacation Interruption		



## **MEDICAL TRANSPORTATION AND ASSISTANCE**

### **24-HOUR WORLDWIDE MEDICAL INFORMATION AND ASSISTANCE**

The DAN Hotline, medical information specialists and customer service representatives are available 24-hours per day to provide the Insured Person with assistance referrals and consultation when the Insured Person suffers a Covered Diving Accident. The Policyholder will aid in organizing a response to the medical emergency, taking such action as We, in consultation with medical personnel on the scene, determines to be in the Insured Person's best interest, including but not limited to: (i) recommending or securing the availability of services of a local Physician (when possible); (ii) arranging hyperbaric chamber treatments or Hospital confinement; and (iii) in those cases where it is Medically Necessary, arranging medical transportation.

### **MEDICAL TRANSPORTATION**

When We receive due proof that the Insured Person has suffered a Covered Diving Accident and such condition requires an Emergency Evacuation or Medically Necessary Transfer, We will pay the Covered Expenses, up to the Aggregate Benefit Limit, for such evacuation or transfer.

**EMERGENCY EVACUATION** means when there is no local medical care available and the medical condition of the Insured Person and Medical Necessity warrants immediate Transportation from the place where the Covered Diving Accident 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 locate an injured diver whose location is unknown or efforts to rescue such persons from a dangerous situation or a location inaccessible by emergency medical services personnel. Emergency Evacuation may begin only after the Insured Person is made available at a location which can be reached by emergency medical services personnel without risk of injury or damage to the emergency medical services personnel or the equipment they use.

**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.

**REPATRIATION FOR ADDITIONAL CARE** means that when an Insured Person suffers a Covered Diving Accident for which Emergency Evacuation or Medically Necessary Transfer is necessary, and following initial care the Insured Person is deemed medically fit to travel to a different Hospital or medical facility for further care, treatment or evaluation, We will pay, up to the Aggregate Benefit Limit, the Covered Expenses for Transportation to a Hospital or medical facility that is located either:

1. near the Insured Person's home; or,
2. near where the Insured Person is living and/or working at the time of the Covered Diving Accident.

Any Repatriation for Additional Care shall be undertaken at the sole discretion of The Policyholder in consultation with the Insured Person's treating Physician.

**TRANSPORTATION** means any land, water, or air conveyance required to transport an Insured Person during medical transportation, transfer, evacuation or repatriation. Transportation must be required by the circumstances, recommended by local medical personnel and approved by The Policyholder.

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 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 Person.

**COVERED EXPENSES** include the cost of Transportation and the Usual and Customary charge for en route medical treatment, medical services and medical supplies that: (i) is necessarily incurred in connection with Emergency Medical Transportation of the Insured Person or; (ii) meets generally accepted standards of medical practice; and (iii) 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 Person.

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

Special Limitation: In the event DAN could not be contacted to arrange for Emergency Evacuation, benefits may still be payable. If the circumstances are such that the Insured Person would have been entitled to DAN benefits, the Company may choose to provide reimbursement for the cost of such services; however, in no event will the Company pay more than would have been paid had the Company or its authorized representative been contacted to make the arrangements.

#### **REPATRIATION OF MORTAL REMAINS**

When We receive due proof that the Insured Person has died, We will pay, up to the Benefit Limit, the expenses incurred to move the body and return the mortal remains to the Insured Person'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.

#### **SEARCH AND RESCUE**

##### **SEARCH AND RESCUE**

When We receive due proof that an Insured Person 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 Person, We 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 Person is not required to pay or for charges assessed only because this benefit exists.

## ACCIDENT MEDICAL INSURANCE BENEFITS

When We receive due proof that the Insured Person has incurred charges for treatment of Injury or Sickness arising from a Covered Dive Accident, We will pay the Covered Charges described below subject to the terms, conditions and exclusions contained herein, and up to the Aggregate Benefit Limit.

**COVERED CHARGES** means eligible expenses that are 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 three hundred sixty-five (365) days of the Accident. The Injury must first occur or the Sickness must first begin after trip departure and during this Policy period.

Medical services, supplies, care or treatment must be prescribed, performed or ordered by a Physician or other health care provider who has been approved, in advance of treatment being rendered, by Us or Our designated agent. Charges for such services, supplies, care or treatment must be Usual and Customary. We will not pay for charges in excess of the Aggregate Benefit Limit.

Upon our request, You must present yourself for examination, at Our expense, by physicians of Our choice as often as We reasonably require.

Covered Charges include reasonable and necessary charges for the following:

1. Hyperbaric Chamber treatment charges for up to three (3) treatments per Covered Diving Accident. Any treatment after three (3) must be approved by the Policyholder, or its designee, and may require examination by a medical professional designated by the Policyholder.
2. Physician's charges for Hyperbaric Chamber treatment, medical 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. All transportation involving air or marine ambulance service must be approved in advance by the Policyholder or its designee.
4. Hospital charges for:
  - a. room and board;
  - b. general nursing care, including Hyperbaric Chamber treatment;
  - c. other Inpatient and Outpatient 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 or Sickness 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 sixty percent (60%) 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 charges including:
  - 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. 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 or Sickness. The Company, at its discretion, may approve purchase of such items.

#### **LIMITATION ON COVERED CHARGES**

#### **DAN PREFERRED PROVIDER NETWORK (NON-NETWORK FACILITIES)**

The Policyholder maintains a network of preferred medical facilities which have met certain minimum standards and have a history of providing good service to injured divers. These facilities belong to DAN's Preferred Provider Network (DAN PPN). When an Insured Person is treated at a DAN PPN facility, 100% of the cost is covered. When an Insured Person is treated at a facility that is not a member of the DAN PPN, the maximum amount payable to the non-network facility is capped at 110% of the amount that would have been paid to the DAN PPN facility had the Insured Person been treated there. In such cases, an Insured Person treated at a non-network facility may incur out-of-pocket charges for non-covered amounts.

#### **SECOND OPINION**

If, after discussions with the attending Physician the Policyholder has questions or concerns about the recommended treatment plan for an Injury or Sickness, or if the recommended treatment plan deviates from the recognized standard of medical care for the Injury or Sickness of which the Insured Person suffers, The Policyholder, at its expense, has the right to obtain a second opinion and have the Insured Person examined as often as necessary while treatment is pending or ongoing. While the Insured Person

is under no obligation to follow the recommendations obtained as a result of this second opinion, the Insured Person is obligated to present themselves to a physician designated by The Policyholder for an examination and rendition of a recommended treatment plan. If an Insured Person fails or refuses to allow an examination for a second option, benefits payable under this Policy may be reduced or denied if the Insured Person chooses a treatment plan which The Policyholder determines to be inconsistent with the recognized standard of medical care for the Injury or Sickness of which the Insured Person was treated.

**REFUSAL TO ACCEPT MEDICAL TREATMENT**

If an Insured Person suffering from an Injury or Sickness presents themselves for medical care and subsequently refuses treatment, the benefits available under this plan for any subsequent treatment of that same Injury or Sickness may be reduced or denied depending on the circumstances. Any exacerbation of the Injury or Sickness resulting from the delay in treatment will not be covered.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

We will pay the benefit listed in the following table when We receive due proof that the Insured has sustained a Loss stated therein resulting from a Covered Diving Accident. Such Loss must occur within 365 days of the Covered Diving 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, only one amount, the largest, will be payable. The Principal Sum is shown in the Schedule of Benefits.

**Table of Losses**

<b>For Loss of:</b>	<b>Payment:</b>
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 Us.

**ADDITIONAL BENEFIT - EXTRA TRANSPORTATION**

When We receive due proof that the Insured Person was prevented from using their original return trip ticket for transportation due to a delay caused by a Covered Diving Accident, We 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 Us 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.

### **ADDITIONAL BENEFIT - EXTRA ACCOMMODATIONS**

When We receive due proof that the Insured Person was delayed in returning home on the written advice of the attending Physician as a result of a Covered Diving Accident, We 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 Schedule of Benefits, subject to a daily limit, where applicable.

### **ADDITIONAL BENEFIT - LOSS OF DIVING EQUIPMENT**

If Diving Equipment is lost or unintentionally damaged due to a Covered Diving Accident that requires hospitalization, We 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. We may require that the Insured Person deliver the damaged equipment to Us prior to payment of this benefit. The maximum benefit per Covered Diving Accident is shown in the Schedule of Benefits.

### **EXCLUSIONS APPLY TO ALL BENEFITS**

We will not pay for any loss or expense under this Policy caused by or resulting from:

1. Injury or Sickness to any person other than You, the Insured Person;
2. Injury or Sickness that is caused by the willful, malicious, intentional or criminal acts of the Insured Person or breach of any law, rule or regulation by the Insured Person which causes the Injury or Sickness;
3. Diving activity or travel undertaken against medical advice, following travel where the purpose of traveling is to obtain medical treatment, or when the Insured Person 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;
4. Injury or Sickness where benefits are payable or must be provided under a worker's compensation law, unemployment compensation insurance, social security, or disability benefits law, or under any similar or related federal, state or local law including but not limited to the Jones Act, the Longshoremen and Harbor Workers Act, the Americans with Disabilities Act, and any civil rights laws;
5. Injury or Sickness that is expected or intended by the person who caused the Injury or Sickness (but this exclusion does not apply to Injury or Sickness that results from the use of reasonable force to protect persons);
6. Injury or Sickness arising from chronic or Pre-existing Conditions;
7. Services or supplies for which You are not required to pay or charges that are made only because insurance exists;

8. Injury or Sickness arising from declared or undeclared war, act of war, or civil disorder;
9. Custodial Care;
10. Drugs and medicine that may be obtained without a written prescription;
11. Hospital services and supplies when confinement is solely for diagnostic testing purposes;
12. Injury or Sickness arising from mental, nervous, emotional or psychological disorders;
13. Injury or Sickness arising from suicide, attempted suicide, or intentionally self-inflicted Injury of the Insured Person, while sane or insane;
14. Injury or Sickness that occurs after the use of alcohol, drugs or intoxicants, unless such drug use was prescribed by a Physician;
15. Medical exams, treatments, procedures or tests that are not required for treatment of the Injury caused by the Accident;
16. Injury or Sickness related to pregnancy, childbirth or elective abortion, regardless of whether the Injury or Sickness is attributed in whole or part to a diving activity;
17. Injury or Sickness from participation in professional athletics, or in organized amateur and interscholastic athletics or sports competitions, unless such participation is approved in advance by the Policyholder;
18. Injury or Sickness that occurs while riding or driving in any motorized vehicle or motorized watercraft;
19. Injury or Sickness from 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, unless such participation is approved in advance by the Policyholder;
20. Injury or Sickness related to nuclear reaction, radiation, radioactive contamination, or a pandemic, epidemic, or exposure to a contagious infectious disease;
21. Injury or Sickness resulting from any willful, malicious, intentional or criminal acts, or breach of any law, rule or regulation committed by You the Insured Person;
22. 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;
23. Elective treatments or procedures, or medical exams, treatments, procedures or tests that are not required for treatment of the injury;
24. Cosmetic or reconstructive procedures, and any related services or supplies that alter appearance but do not restore or improve impaired physical functions;

25. Injury or Sickness from the actual or threatened abuse or molestation or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in, any sexual act, of any person, whether caused by, or at the instigation of, or at the direction of, or omission by, You, Your employees, or any other person; or
26. Injury or Sickness from the actual or alleged transmission of any communicable disease.
27. Care, treatment, services or supplies:
  - i. not prescribed by a Physician; or
  - ii. not Medically Necessary; or
  - iii. that are considered experimental or provided mainly for the purpose of medical or other research; or
  - iv. received from a Nurse which do not require the skill and training of a Nurse; or
  - v. ordered by a family member of the Insured Person; or
  - vi. received or incurred by You after You have returned to Your home country.

The Policyholder 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 the Policyholder to fully provide services. In the event an Insured goes into an area in which any of the above situations arises, the Policyholder will attempt to provide its services to the best of its ability. It is the Insured's responsibility to know the conditions in the country to which the Insured is traveling prior to departure.

## **GENERAL CONDITIONS**

### **CUSTOMER SERVICE**

To reach a Traveler EMS customer service representative, please contact:

#### **TRAVELER EMERGENCY MEDICAL SERVICES, LTD.**

c/o Artex Risk Solutions (Cayman) Limited  
PO Box 10233, 171 Elgin Avenue  
The Pavilion Building, Cricket Square  
George Town, Grand Cayman KY1 -1002  
Cayman Islands  
Phone: +1.919.226.3838  
Email: [Global.Support@World.DAN.org](mailto:Global.Support@World.DAN.org)

### **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. We will pay the cost of the medical examination. You will be responsible for all other costs, including transportation to the office of the physician chosen to do the examination.



## **LEGAL ACTIONS/APPLICABLE LAW**

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. This Policy and all matters arising in relation to this Policy shall be subject to the law of the Cayman Islands, without regard to any principles of law that might cause the law of another jurisdiction to apply.

## **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 DAN World, Traveler EMS and/or their 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 Person may not assign any of his or her rights, privileges or benefits under the Policy.

## **TRANSFER OF RIGHT OF RECOVERY**

If You have rights to recover all or part of any payment We have made under this Policy from any third party, those rights are deemed automatically transferred to Us. This includes any and all claims, causes of action or rights the Insured Person has or that may rise against any Third Party who may have caused, contributed to or aggravated the Injury or condition for which the Insured Person claims benefits under this Policy. You must do nothing after an Accident to impair these rights. At Our request, You will bring a civil lawsuit or transfer the rights to Us and help Us enforce them.

We 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 Person or such other person against any Third Party or Coverage.

## **STATEMENTS ARE SUBMITTED UNDER OATH**

The Company does not provide coverage if the Insured Person has intentionally concealed or misrepresented any material fact or circumstance relating to the Policy or a claim. All statements on the application and all claims under this Policy shall be submitted under oath. Any misrepresentation or false statement submitted on the application form or when making a claim shall be considered fraud and shall be prosecuted under the criminal fraud statutes.

## **DUTIES IN THE EVENT OF SICKNESS OR INJURY**

If You become ill or injured, You should immediately proceed to the closest emergency medical facility. In the event of an Accident or Injury covered by this Policy, You must immediately contact the Policyholder to confirm coverage for any medical services to be rendered. If circumstances exist which prevent You from contacting the Policyholder, You must notify the Policyholder as soon as possible under the circumstances. Notice should include:

1. Your name;
2. How, when and where the Accident took place;
3. The name, address, phone number and email address of any persons or witnesses involved in the Accident; and
4. The nature and location of any Injury arising out of the Accident.

Written notice and submission of other documentation required under this Section shall be made to the party designated below. You must provide such proof of loss as We may reasonably require and cooperate with Us in the investigation of any Injury that may have resulted from an Accident.

## **CLAIMS PROVISIONS**

### **NOTICE OF CLAIM**

The Company must be given written notice of claim within ten (10) 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. To submit a claim, obtain claim forms, or request additional information on how to report a claim, please call, write or email:

1. Your name;
2. How, when and where the incident took place;
3. The name, address, phone number and email address of any witness and person involved in the incident; and
4. The nature and location of any injury arising out of the incident.

### **AGI - CLAIMS**

c/o DAN Services, Inc.  
6 West Colony Place  
Durham, NC 27705 USA  
Phone: +1.919.226.3858  
Email – [Claims@World.DAN.org](mailto:Claims@World.DAN.org)

### **PROOF OF LOSS**

Written Proof of Loss must be sent to the Company within one hundred and eighty (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 twelve (12) months after the date the loss occurs unless the Insured Person is legally incapacitated.

### **PAYMENT OF CLAIMS**

Benefits for loss of life will be paid in accordance with the beneficiary designation, or if none to the Insured Person's estate. All other benefits are paid directly to the Insured Person, unless otherwise directed. Any accrued benefits unpaid at the Insured Person's death will be paid to the Insured Person's beneficiary, or if none to the Insured Person's estate.

#### **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 US\$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 made in a reasonable time after receipt of due written proof sufficient to evidence such loss. Subject to due written proof of loss, all benefits that accrue for loss for which this Policy provides periodic payment will be paid monthly.

#### **PHYSICAL EXAMINATION AND AUTOPSY**

The Company, at its expense has the right to have the Insured Person examined as often as necessary while a claim is pending. The Company, at its expense, may require an autopsy unless the law or religion of the Insured Person forbids it.

#### **LEGAL ACTIONS**

No legal action may be brought to recover on the Policy until ninety (90) days after written proof of loss has been given. No such action will be brought after three (3) years from the time written proof of loss is required to be given. If a time limit of the Policy is less than allowed by the laws of the jurisdiction where the Insured Person lives, the limit is extended to meet the maximum time allowed by such law.

**END OF CERTIFICATE**