



Product Disclosure Statement & Cover Terms

# DAN World Diving Insurance Plan

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# Product Disclosure Statement ('PDS')

## Target Market Determinations (TMDs)

AIG Australia Limited (AIG) is required to have Target Market Determinations for its retail client insurance products in accordance with Part 7.8A of the Corporations Act 2001.

### WHAT IS A TMD?

Under the law AIG are required to provide you with a Target Market Determination ("TMD"). The TMD provides details about the class of customers this product has been designed for, taking into consideration their likely needs, objectives and financial situation.

The TMD is not a PDS and should not be used as a summary of policy benefits, terms or conditions. The information in this TMD is general advice only and does not take into consideration the needs, objectives and financial situation of individual customers. Customers should review the PDS for full details on benefits, terms, conditions and exclusions before deciding to purchase this Product.

TMD's for all AIG retail products are available on AIG's website at [aig.com.au/tmd](http://aig.com.au/tmd)

AIG is committed to offering high quality insurance products to meet our customer needs and which offer real value. AIG achieve this by taking a consumer-centric approach when designing and distributing our products.

This PDS is designed to assist You in your decision whether to purchase this DAN World Diving Insurance Plan policy of insurance. It contains information about key benefits and significant features of such cover.

The PDS also contains important information about Your rights and obligations including:

- The Cooling Off Period
- Privacy Notice
- The Duty Not To Misrepresent
- Complaints

The full terms and conditions that apply to this DAN World Diving Insurance Plan policy of insurance are contained in the coverage terms ("Terms") found below, after the PDS.

The definitions found in the Terms apply to this PDS.

We recommend you read this PDS in conjunction with the Terms.

The information in this PDS is current as at the date of this PDS. We may change some of the information in the PDS that is not materially adverse from time to time without needing to notify You.

Should You require it, We will provide You with a paper version of this PDS free of charge upon receipt of such request. If it becomes necessary, We will issue a supplementary or replacement PDS.

## How this insurance is arranged

AIG Australia Ltd (ABN 93 004 727 753) (AFSL 381686) ("AIG") issues this DAN World Diving Insurance Plan policy of insurance pursuant to an Australian Financial Services Licence ("AFSL") granted to AIG by the Australian Securities and Investments Commission.

AIG prepared this PDS and settles claims on this insurance policy.

This DAN World Diving Insurance Plan policy of insurance is arranged by Honan Insurance Group Pty Ltd (ABN 67 005 372 396) (AFSL 246749) ("HIG") and DAN. HIG has appointed DAN as its Authorised Representative (AR No:001274753) to distribute this insurance policy to its Members.

Any financial services provided by HIG and DAN are provided under HIG's Australian Financial Services License (AFSL 246749).

AIG's contact details are:

AIG Australia Limited (We/Us/Our/AIG)  
Level 19, 2 Park Street  
Sydney NSW 2000

This PDS is dated 31 October 2023

## Benefits Overview

A summary of some of the benefits of Your cover under the Terms can be found in the table below. There are two different coverage plans available which are detailed below, and which provide different cover and limits.

You should be aware that important exclusions and conditions apply. For detailed information about the benefits, exclusions, the circumstances under which the benefits are provided, and the process for making a claim, please read the Terms after the PDS.

<b>PLANS ("THE PLAN")</b>		
	<b>MASTER</b>	<b>PREFERRED</b>
<b>DIVE DEPTH LIMIT</b>	<b>50 METRES</b>	<b>NO DEPTH LIMIT*</b>
<b>BENEFIT A</b>		
Medical, hospital and other Covered Medical Charges incurred outside the Commonwealth of Australia in respect of Decompression Illness (DCI) or Pulmonary Barotrauma arising as a direct result of a Diving Incident or Accidental In-water Injury, or in respect of any Accidental In-water Injury.	Up to \$150,000	Up to \$300,000
<b>BENEFIT B</b>		
Accidental Death or Dismemberment resulting from a Diving Incident or Accidental In-water Injury	\$10,000	\$15,000
Permanent Total Disability resulting from a Diving Incident or Accidental In-water Injury (up to age 65 only)	\$10,000	\$15,000

\* In the event of a dive injury insurance claim for a depth beyond 50m, Insured Persons will be required to demonstrate that they held an appropriate certification and experience for the dive and were using appropriate breathing gas mixes and equipment during the covered dive or Repetitive Dive Series.

This DAN World Diving Insurance Plan policy of insurance only provides cover to you if you are a resident in Australia and are over 12 years of age and under 80 years of age on the Effective Date and only provide protection as a result of a covered Diving Incident or Accidental In-water Injury.

It is designed for recreational divers, underwater photographers, certain scientific divers, dive masters and instructors but does not cover any commercial diving operations.

This cover does not replace private health insurance.

We only provide cover for the events, limits and sums insured applicable to the Plan you have selected which is shown in your Certificate of Insurance and for the Period of Insurance specified in the Certificate of Insurance and subject to the Terms.

You need to make sure that you are happy with the extent of the cover provided by this insurance. If not you may not get the cover you require.

Read the Terms for a full explanation of the cover.

## Important Information

This cover is made up of the Product Disclosure Statement, the Terms and the Certificate of Insurance which details the Plan and level of cover you have selected; and any other document which is agreed to form part of the cover, such as endorsements.

This cover is subject to terms, conditions and exclusions outlined in this document. It is important that you read the terms carefully to familiarise yourself with these provisions. Specifically, please take special note of the following matters.

## Effective Date

The Effective Date of coverage is the date acceptance of cover is confirmed by DAN or its agent and will commence at 12:01 a.m. local time on that date at Your home address.

## How to make a Claim

Written notice of claim must be given to Us within 30 days after the happening of any circumstances giving rise to a claim where reasonably practicable, or otherwise as soon as reasonably practicable. Notice may be provided by completing a claim form or by submitting a claim online from the Claims page under [www.aig.com.au](http://www.aig.com.au).

For Claim Forms or any enquiries in relation to entitlement to claim under this DAN World Diving Insurance Plan policy of insurance, contact AIG for assistance on:

**Phone: 1800 017 682.**

We will advise if additional information is required and You should provide this to Us in a reasonable time.

Claims need to be supported by Your Certificate of Insurance, supporting reports and documentation reasonably required by Us in relation to the claim, such as police reports, Doctor's reports, transport provider's reports, receipts, valuations or proof of ownership to the AIG business address.

## Waiting Period

Please note that in certain circumstances the Effective Date may be deferred to a date later than the date set out in the paragraph above. The circumstances when this will happen as well as the corresponding deferred Effective Date is set out below:

- i. If you have engaged in any diving or other activity prior to the Effective Date that has materially contributed to, directly or in-directly, or resulted in a Diving Incident, or where applicable an Accidental In-water Injury, then the Effective Date will be deemed to be deferred to the date of your complete recovery from such incident or injury as certified by a medical practitioner.
- ii. If you are confined in an Institution on the Effective Date for this cover, then the Effective Date for the cover will be deemed to be deferred to the date of your discharge from the Institution

In both the scenarios listed above, no cover will be provided under the Terms for any evacuation, medical, paramedical or other benefits which arose prior to the deferred Effective Date, regardless of the date on which a claim for such cover or benefit is made by or on behalf of the Insured Person.

## Premium, GST and Excess

This cover provided under the Terms is subject to payment of premium. In order to calculate the premium applicable, we take into consideration which plan has been selected. The total cost of coverage is shown on your Certificate of Insurance and is made up of your premium plus applicable government charges such as GST and Stamp Duty.

The excess is the amount you must contribute towards the cost of any claim you make. Where We pay Your claim, We will deduct the excess from the amount of the claim we will pay to You, or We will ask You to pay the excess to a supplier or to Us. The amount of the excess will be noted in the Certificate of Insurance to be otherwise.

The sums insured under this cover exclude GST.

Where you are registered for GST You must tell us Your correct input tax credit entitlement. Any fines or penalties arising from your incorrect advice are payable by you.

## Cooling Off period

If, after reading the Terms, you are not satisfied with the cover, you may cancel the cover within 21 days of purchasing your cover and obtain a full refund less any non-refundable government charges and taxes that we have paid. You may notify DAN in writing or electronically by sending an email to [infoAP@DAN.org](mailto:infoAP@DAN.org) with your request to cancel the cover.

If you make a claim for any incident within the 21-day period, no cooling off period is permitted.

If the cover is for an event that will finish within the 21 days cooling off period, you can only exercise your right to cancel before the event starts.

## Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme ("Scheme") applies to the cover. In the unlikely event that we are unable to meet our obligations under the insurance, persons entitled to make a claim under the insurance cover under the cover terms may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.

## The Code of Practice

AIG is signatory to the General Insurance Code of Practice ("Code"). The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

The Code Governance Committee is the independent body that monitors and enforces insurers' compliance with the Code. Their purpose is to drive better Code compliance and helping the insurance industry to improve its service to consumers.

For more information on the Code please visit [codeofpractice.com.au](http://codeofpractice.com.au).

For more information on the Code Governance Committee please visit [insurancecode.org.au](http://insurancecode.org.au)

## Dispute Resolution

### COMPLAINTS AND FEEDBACK

Learning about your experiences with us and our service partners helps to improve the way we do business with you. If you have feedback, or an issue you would like resolved we encourage you to make contact. Below is information on how to contact us and how we will work together to resolve any concerns you have.

### HOW TO PROVIDE FEEDBACK

#### 1. Speak to our Complaints team

Our complaints team can be contacted on 1800 339 669. To get the best out of your call with us, please have your policy and/or claim number available and any specific information about the issue.

#### 2. Provide your feedback in writing

If you would prefer to provide your feedback or complaint in writing you can do so by lodging your complaint on our website, or by writing to:

The Complaints Team  
AIG Australia Limited  
Level 13, 717 Bourke Street  
Docklands VIC 3008

Email: [aucomplaints@aig.com](mailto:aucomplaints@aig.com)

### WHAT HAPPENS IF YOU MAKE A COMPLAINT?

If you make a complaint, we will record your complaint and make sure that your concerns are addressed as quickly as possible and seek to achieve a fair outcome for both parties.

We will assess your complaint upon receipt. During the complaints process as set out in this DAN World Diving Insurance Plan policy of insurance, we will meet the following requirements in respect of your complaint.

- Acknowledge your complaint within one (1) business day.
- We will tell you who will handle your complaint and their contact details.
- We will, where applicable, keep you informed via your preferred method of communication of the progress of your complaint every ten (10) business days, more frequently or necessary or as agreed by both of us.
- We will treat your complaint respectfully and handle all personal information in accordance with our Privacy Policy.
- Within 30 calendar days from the date, we receive your complaint, we will provide a response to your complaint including whether your complaint (i) is eligible to be heard by the Australian Financial Complaints Authority (AFCA) under the AFCA Rules; and (ii) can be reviewed by our Internal Dispute Resolution Committee ("Committee").

Please note that only complaints which are eligible to be heard by AFCA under the AFCA Rules can be considered by the Committee.

If we cannot meet any of the stated timeframes, we will communicate to you the reasons why this has not been possible and when you should expect to receive a response or decision from us.

If you are dissatisfied with the reasons provided, and your complaint is eligible to be heard by AFCA under their rules we will advise you of your right to make a complaint to AFCA and provide to you the AFCA contact details.

### **WHAT YOU CAN DO IF YOU ARE NOT HAPPY WITH OUR RESPONSE OR HANDLING OF YOUR COMPLAINT**

If your complaint is eligible to be heard by AFCA under the AFCA Rules and you are not satisfied with our response or the handling of your complaint, your complaint can be reviewed by our Internal Dispute Resolution Committee ("Committee").

If you wish to have such complaint reviewed by the Committee, please call or write to the complaints team as per the details above. As part of your request, please include detailed reasons for requesting the review and the outcome you are seeking. This information will assist the Committee in carrying out any assessment and review of such complaint.

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to you.

If we are unable to provide a response within 30 calendar days of receipt of the initial complaint, we will inform you of (i) the time frame for when such complaint will be heard by the Committee, (ii) when you should expect to receive a response from the Committee; (iii) the reasons for such delay; and (iv) subject to whether your complaint is eligible to be heard by AFCA under the AFCA Rules, your right to complain to AFCA if you are dissatisfied with such reasons; and (v) the contact details for AFCA.

Depending on whether your complaint is eligible to be heard by AFCA under the AFCA Rules, you can take your complaint to AFCA at any time, including:

- if we have been unable to resolve your complaint within 30 calendar days;
- you are dissatisfied with the outcome of your complaint; or
- you are dissatisfied with the findings of the Committee.

AFCA provides a fair and independent financial services complaint resolution service that is free to consumers. AFCA can make decisions within the AFCA Rules with which AIG is obliged to comply.

Under AFCA Rules, complaints which are eligible to be heard by AFCA under the AFCA Rules may be referred to us if it has not gone through our complaints process.

AFCA's contact details are:

Australian Financial Complaints Authority (AFCA)  
GPO Box 3  
Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678 (free call)

The use of AFCA in relation to a complaint which is eligible to be heard by AFCA under the AFCA Rules, does not preclude you from subsequently exercising any legal rights which you may have if you are still unhappy with the outcome. Before doing so however, we strongly recommend that you obtain independent legal advice.

If your complaint is not eligible to be heard by AFCA under the AFCA Rules, you are entitled to seek independent legal advice and/or refer your complaint to any other external dispute resolution options which are available to you.

## Privacy Notice

This notice sets out how AIG collects, uses and discloses personal information about:

- you, if you are an individual;
- and other individuals you provide information about.

Further information about our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

### HOW WE COLLECT YOUR PERSONAL INFORMATION

AIG usually collects personal information from you or your agents. AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under the cover, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publicly available sources.

### WHY WE COLLECT YOUR PERSONAL INFORMATION

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- improve customer service and products including carrying out research and analysis including data analytics functions; and
- advise you of our and selected third party partners' other products and services that may interest you in accordance with preferences you have expressed.

### TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION

In the course of underwriting and administering your cover we may disclose your information to:

- you or our agents, entities to which AIG is related, reinsurers, contractors or third-party providers providing services related to the administration of your cover;
- banks and financial institutions for cover payments;
- you or our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third-party providers for data analytics functions;
- other entities to enable them to offer their products or services to you in accordance with preferences you have expressed; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: Ireland, Belgium, the Netherlands, Germany, France, United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG by using the contact details set out above.

### ACCESS TO YOUR PERSONAL INFORMATION

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

### COMPLAINTS

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.



## CONSENT

Your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

## Your Duty to take reasonable care not to make a misrepresentation

You have a duty to take reasonable care not to make a misrepresentation to us before the contract of insurance is first entered into. You have the same duty when you renew, extend, vary or reinstate the contract.

This means that you must take reasonable care to answer accurately and completely all of the questions we ask you. If you are unsure about the requirements of any of our questions, please tell us. If you need to check your records or other information before answering, please make sure you do so. In answering our questions, you should also make sure you provide accurate and complete answers for anyone else to whom the questions apply.

Your compliance with this duty is very important as we make our decisions whether to insure you and, if so, on what terms based on the information you provide.

If you fail to take reasonable care and make a misrepresentation to us, we may be entitled to:

- cancel your contract;
- deny a claim or reduce the amount we will pay you if you claim; or
- if the misrepresentation was made fraudulently, refuse to pay a claim and treat this policy as if it never existed.

## Changes to this PDS

The information in this document is current as at the date of this PDS. We may change some of the information in the PDS that is not materially adverse from time to time without needing to notify You. You may review the current version of the PDS at any time by visiting the website <https://world.dan.org/membership-coverage/australia/>

Should You require it, We will also provide You with a paper version of this PDS free of charge upon receipt of such request. If it becomes necessary, We will issue a supplementary or replacement PDS.

# Cover Wording

## Definitions

The following definitions, and any limitations or restrictions contained in these definitions, apply to all benefits provided under these Terms.

1. **Accident/Accidental** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place.
2. **Act of Terrorism** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Acts of Terrorism.  
Act of Terrorism shall also include any act which is verified or recognised by a relevant government authority as an act of terrorism.
3. **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 resulting from a Covered Dive.
4. **Authorised Organisation** means a diving training agency meeting requirements of the World Recreational Scuba Training Council (WRSTC) that is approved by DAN.
5. **Certificate of Insurance** is the Certificate of Insurance issued to You when you take out this insurance or when You renew or endorse the cover.
6. **Covered Dive** means a recreational snorkelling activity, recreational dive, diving while a scuba instructor or dive master is present on the actual dive, diving or snorkelling for the purposes of underwater photography, or diving while performing underwater research for a state or national government agency or university and provided such dives follow the diving safety guidelines of the American Academy of Underwater Scientists (AAUS) or any other recognised scientific body, provided that the whole of the dive must take place during the Period of Insurance and it must comply with the following depth restrictions:  
Master Plan – maximum depth 50 metres.  
Preferred Plan – no maximum depth limit provided that the Insured Person held appropriate certification and was using appropriate breathing gas mixes and equipment for the dive or dives undertaken.  
A Covered Dive begins when a person enters the water to commence the diving or snorkelling activity referenced above and ends when the person exits the water at the end of that particular activity.
7. **Custodial Care** means care:
  - i. Provided primarily for the maintenance of the Insured Person; and
  - ii. 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 or illness.
8. **Decompression Illness (DCI)** means Decompression Sickness (DCS) or Arterial Gas Embolism (AGE).
9. **Decompression Sickness (DCS)** means signs and symptoms due to gas in the tissues resulting from a Covered Dive.
10. **Diving Incident** means an Accident (including an Accident caused by a marine animal or organism) that (i) occurs during a Covered Dive and (ii) directly results in DCI.
11. **Diving Student** means an Insured Person who participates in a course of instruction that leads to diving certification, provided the course of instruction is under the direction of an Authorised Organization and is of limited duration (usually six weeks or less) with a very limited number of open water dives (usually four to five).
12. **Effective Date** of coverage is the date acceptance of cover is confirmed by DAN or its agent and will commence at 12:01 a.m. local time on that date at Your home address.
13. **Eligible Person** means a person:
  - i. that satisfies the eligibility requirements to be a Member; and
  - ii. is a current DAN World Member; and
  - iii. who is a resident of Australia; and
  - iv. who is over 12 years of age and under 80 years of age on the Effective Date of cover under this insurance; and
  - v. who is a recreational diver, underwater photographer, scientific diver, dive master or dive instructor.

14. **Hospital** means an Institution constituted, licensed and operated as a hospital that fully meets the following:
  - i. is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located;
  - ii. is under the supervision of medical staff and has one or more Physicians available at all times;
  - iii. provides 24 hours a day service by Nurses;
  - iv. maintains on its premises all the facilities needed for the diagnosis, medical care and treatment of an injury or illness; and
  - v. maintains organised facilities for major surgery or has facilities available to it on a pre- arranged basis.

Provided that the term does not include an Institution, or that part of an Institution, used mainly for: (i) nursing care; (ii) rest care; (iii) convalescent care; (iv) care of the aged; (v) Custodial Care; or (vi) educational care.
15. **Hyperbaric Chamber** means a pressure vessel approved for recompression of Diving Incident victims and/or use of hyperbaric oxygen therapy, specifically for use for recompression of DCI.
16. **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.
17. **Institution** means a facility, operating within the scope of its license, whose purpose is to provide organised health care and treatment to a person, such as a Hospital, convalescent or skilled nursing facility, medical centre or any similar facility that AIG approves (such approval will not be unreasonably withheld).
18. **Insured Person** means a Member who is an Eligible Person and who is covered under this DAN World Diving Insurance Plan policy of insurance, as shown in a Certificate of Insurance.
19. **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 audio visual nursing observation and which provides its patients with:
  - i. Room and Board;
  - ii. Nursing care by Nurses who work only in the unit; and
  - iii. Special equipment and supplies that are primarily for use within the unit.
20. **In-water Injury** means any injury that occurs during the Period of Insurance while the Insured Person is diving or snorkelling and which is a direct result of that activity.
21. **Medically Necessary** means services, treatment, care or supplies received by an Insured Person that the treating Physician determines or prescribes based on reasonably satisfactory medical evidence to be:
  - i. Appropriate and necessary for the symptoms, diagnosis or direct care and treatment of a Diving Incident or an Accidental In-water Injury (as applicable); and
  - ii. Within standards of good medical practice within the organised medical community; and
  - iii. Not primarily for the convenience of the Insured Person, Insured Person's Physician or another provider; and
  - iv. 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.
22. **Member** means a current member of DAN.
23. **Month** means the period of time from the beginning of a number day of a month through until the end of the day immediately before the same numbered day of the following month.
24. **Nuclear, Biological or Chemical Terrorism** means the intentional use of nuclear agents such as nuclear bombs or the detonation of a conventional explosive with nuclear materials, and/or the intentional use of chemicals, and/or the intentional dissemination of microorganisms or toxins derived from living organisms to produce disease or death in humans, animals or plants.
25. **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.
26. **Outpatient Treatment** means Medically Necessary services and supplies provided to an Insured Person in a Hospital or other Institution when the Insured Person is not charged for Room and Board.
27. **Period of Insurance** means the period of cover provided by this DAN World Diving Insurance Plan policy of insurance to an Insured Person as shown on the Certificate of Insurance.

28. **Physician** means a medical practitioner who is licensed to provide medical services in the country or district where the services are rendered and operates within the scope of his or her license. The term shall include a licensed physiotherapist, but shall not include the Insured Person or any person related to the Insured Person by blood, marriage, or adoption.
29. **Predisposing Medical Condition** means any medical condition existing prior to the Effective Date of insurance that may predispose the Member to an Accidental In-water Injury or Diving Incident. Such Predisposing Medical Condition includes, but is not limited to, epilepsy, diabetes, asthma, pulmonary disease, illness or injury, cardiovascular disease, cardiac conditions, previous DCI and major surgery, or any other condition that could cause a person to become unconscious underwater.
30. **Pre-existing Condition** means a medical condition or symptoms that existed for which You have received, or a prudent person would have sought, diagnosis, treatment and/or medication within the 12 Months immediately preceding the Effective Date of Insurance.
31. **Pulmonary Barotrauma** means over distension and rupture of the lungs resulting from expanding gases during ascent from a Covered Dive.
32. **Reasonable and Customary Charge(s)** means charges for Medically Necessary medical treatment, services and supplies that are required for the care of the Insured Person, are not excessive and are comparable to amounts charged by the provider to other patients for similar necessary medical treatment, services or supplies in the locality where the treatment, services or supplies are rendered, having regard to (1) the nature and severity of the condition for which the Insured Person needs care; and (2) any circumstances for which additional time, skill or experience are required. In any case where a provider of services accepts as full payment an amount less than the Reasonable and Customary Charge that would have been accepted in the absence of insurance, that reduced amount will be considered the Reasonable and Customary Charge.
33. **Recompression Treatment** means treatment for DCI in a recompression chamber.
34. **Repetitive Dive Series** means dives undertaken without a surface interval of at least 72 hours.
35. **Room and Board** means:
  - i room and meals; and
  - ii all general nursing services that are required for the care of Inpatients, in a Hospital or other Institution.
36. **Scuba Diving Activity** means any underwater activity involving the use of self-contained underwater breathing apparatus.
37. **Surface Interval** means the time spent out of the water between dives.
38. **We/Our/Us** means AIG Australia Pty Ltd (AIG).
39. **You/you** and **Your/your** carries the same meaning as Insured Person.

# Description of Benefits

## Benefit A – Covered Medical Charges

### Important:

Benefit A cover is only available for medical expenses where such expenses arose and were incurred outside the Commonwealth of Australia.

This cover does not replace private health insurance.

AIG will pay the benefits described below to an Insured Person, subject to the terms, conditions and limitations contained herein for events occurring outside Australia:

### MASTER PLAN

100% of all Covered Medical Charges incurred outside the Commonwealth of Australia up to a maximum benefit of AUD\$150,000 per incident or injury experienced by an Insured Person in respect of or arising out of:

- (i) DCI or Pulmonary Barotrauma provided such DCI or Pulmonary Barotrauma arose and subsequent Covered Medical Charges were incurred as a direct result of a Diving Incident or an Accidental In-water Injury; or
- (ii) an Accidental In-water Injury.

It is a condition of coverage under this Master Plan that all diving and snorkelling activities are within 50 metres depth, and within the training and breathing gas requirements for the type of diving or snorkelling activity being undertaken.

### PREFERRED PLAN

100% of all Covered Medical Charges incurred outside the Commonwealth of Australia up to a maximum benefit of AUD\$300,000 per Insured Person for each incident or injury in respect of or arising out of:

- (i) DCI or Pulmonary Barotrauma provided such DCI or Pulmonary Barotrauma arose and subsequent Covered Medical Charges were incurred as a direct result of a Diving Incident or an Accidental In-water Injury; or
- (ii) an Accidental In-water Injury

While there is no depth limit as a condition for coverage under this Preferred Plan, it is a condition of coverage under this Plan that diving and snorkelling activities are within the training and breathing gas requirements or the type of diving or snorkelling activity being undertaken.

### MAXIMUM BENEFIT PAYABLE

The maximum benefit payable under the Plans specified above will apply to all Insured Persons. If an Insured Person elects to transfer from one Plan to another, the new maximum benefit will apply. An Insured Person cannot however elect to transfer from one Plan to another if a claim, or an incident that may lead to a claim, has occurred.

### COVERED MEDICAL CHARGES

For the purposes of this Benefit A - Covered Medical Charges, Covered Medical Charges means the following Reasonable and Customary Charges that are necessarily incurred within 365 days of a covered Diving Incident or Accidental In-water Injury:

1. Fees for treatment of DCI in a Hyperbaric Chamber. After each treatment, the patient's condition must be evaluated and the results of that evaluation must be reviewed and discussed with medical personnel at DAN in consultation with the Insured Person's Physician. Each additional treatment after the first, where Medically Necessary, must be approved by DAN (which is not to be unreasonably denied or delayed).
2. Physician's charges for Hyperbaric Chamber treatment, medical care and surgical operations.
3. Local ambulance charges for transportation by a professional ground ambulance service to the nearest Hospital or Hyperbaric Chamber where appropriate care or treatment can be given.

4. Hospital charges for:
  - a. Room and Board;
  - b. General nursing care, including in relation to Hyperbaric Chamber treatment;
  - c. Other Inpatient services and supplies and Outpatient Treatment (this does not include charges for professional services rendered at the Hospital by non-staff); and
  - d. Confinement in an Intensive Care Unit as long as such confinement is ordered by a Physician.

Provided that:

- i) the maximum amount payable for Room and Board for each day of Hospital confinement shall be the average semi-private room rate for the Hospital where confined or, if the Hospital where the Insured Person is confined has only private rooms, 80% of the average private room rate.
  - ii) the maximum amount payable for Room and Board for each day of confinement in an Intensive Care Unit shall be two (2) times the maximum daily Hospital amount for Room and Board.
5. Medical supply charges for oxygen;
6. The following additional charges:
  - a. Surgeon's charges for performance of surgical procedures and 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 a medical center that is operating within the scope of its license to perform such surgery.
  - b. Charges for anaesthesia and its administration when these are not covered as Hospital charges.
  - c. Nursing, physiotherapy, and occupational therapy charges for:
    - i. private duty nursing care by a Nurse; and
    - ii. treatment by a licensed physiotherapist; and
    - iii. treatment by a licensed occupational therapist.
  - d. Radiological and laboratory charges for X-rays, radiological treatment, and diagnostic laboratory tests.
  - e. Medical supply charges for:
    - i. casts, splints, trusses, braces, crutches, and surgical dressing; and
    - ii. artificial eyes and limbs for the initial replacement of natural eyes and limbs; and
    - iii. the rental of manually operated wheelchairs and hospital beds, oxygen equipment and other durable medical equipment that is used solely by the Insured Person.

## PRE-EXISTING CONDITIONS

Benefit A - Covered Medical Charges provides no cover for charges incurred in connection with a Pre-existing Condition during the period commencing on the Effective Date of the Insured Person's first DAN World Diving Insurance Plan policy of insurance and ending at the completion of twelve (12) consecutive months during which no medical services were received by the Insured Person for the condition, including but not limited to diagnosis services, treatment and/or medications.

## EXTENDED BENEFITS

If this DAN World Diving Insurance Plan policy of insurance terminates while an Insured Person is totally disabled, benefits will be extended for Covered Medical Charges incurred after the date of termination. These extended benefits are subject to the same terms that would have applied if this insurance policy had remained in force. These extended benefits are payable only for charges incurred:

1. For treatment of the specific Accidental In-water Injury or specific Diving Incident that caused the total disability;
2. While such person remains so totally disabled; and
3. During the first 12 consecutive Months after this DAN World Diving Insurance Plan policy of insurance terminates.

For purpose of this extended benefit, totally disabled means that an Insured Person cannot perform the usual activities of a person of like age and sex with like occupation or retired status.

## Benefit B – Accidental Death and Dismemberment Benefit and Permanent Total Disability as a result of a Diving Incident or an Accidental In-Water Injury

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

AIG will pay the benefit listed in the following table if an Insured Person sustains a loss as set out in the Table of Losses below (“the Loss”) resulting from an Accidental In-water Injury or Diving Incident (including Disappearance as specified below); provided that:

1. Such Loss occurs within 365 days of the Diving Incident or an Accidental In-water Injury.
2. The benefit payable for any such Loss shall be the amount stated opposite such Loss in the Table of Losses below.
3. The Principal Sum for this benefit for the Preferred Plan is AUD\$15,000 and for the Master Plan is AUD\$10,000.
4. If more than one Loss is sustained as the result of one Diving Accident or an Accidental In-water Injury, only the one largest amount (if any) will be payable.

#### TABLE OF LOSSES

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

For this Benefit B, "Loss" with regard to:

- (i) a hand or foot, means actual severance through or above the wrist or ankle joint; and
- (ii) eyes, means the entire and irrecoverable loss of sight.

Loss of life must be evidenced by a death certificate or such other reasonable proof or documentation of death. Payment for loss of life of an Insured Person will be paid to the estate of the Insured Person. The beneficiary for loss of life for a spouse or dependent (covered as a family member) shall be the Insured Person.

**Disappearance:** If the body of the Insured Person has not been found within one year of their disappearance following the forced landing, stranding, sinking or wrecking of a conveyance, duly reported to concerned authorities, in which such person was an occupant, then it shall be deemed, subject to all other terms and provisions of this DAN World Diving Insurance Plan policy of insurance, that such Insured Person shall have suffered Loss of Life for the purpose of this Accident Death and Dismemberment Benefit. If the Insured Person is subsequently found alive, any benefits paid for Accidental Death shall be returned.

**Exposure to the Elements:** If, by reason of a Diving Incident or an Accidental In-water Injury covered by this DAN World Diving Insurance Plan policy of insurance, an Insured Person is unavoidably exposed to the elements and as a result of such exposure the Insured Person suffers a Loss for which indemnity is otherwise payable hereunder; such Loss will be covered in accordance with the Terms.

## PERMANENT TOTAL DISABILITY BENEFIT

If an Insured Person gives AIG written notice that he or she has Permanent Total Disablement, AIG will pay him or her the Principal Sum, subject to the conditions set out below.

The Principal Sum for this benefit for the Preferred Plan is AUD\$15,000 and for the Master Plan is AUD\$10,000.

The Permanent Total Disablement must result from an Accidental In-water Injury or Diving Incident that occurs during the Period of Insurance and while the Insured Person is over 21 years of age and under 65 years.

The Permanent Total Disablement must:

1. Occur within 365 days of the date of the Diving Incident or Accidental In-water Injury;
2. Continue without interruption for at least one year; and
3. Be the subject of a report from a Physician that the condition is reasonably expected to continue without interruption or material improvement until the Insured Person's death.

Any amount otherwise payable under this benefit will be reduced by any amount paid or payable under the Benefit B – Accidental Death and Dismemberment Benefit if the Loss is due to the same Diving Incident.

For purposes of this Benefit B, the phrase "Permanent Total Disablement" means that an Insured Person, due to an Accidental In-water Injury or Diving Incident, is unable to perform substantial and material duties of any occupation, if employed, or if retired, all of the normal activities for a person of like age and sex in good health.

## Exclusions applying to all Benefits

No coverage is provided under this DAN World Diving Insurance Plan policy of insurance:

1. for incidents or injuries that occur after the date this policy terminates, except as provided under the Extended Benefits provision;
2. for the treatment of known chronic conditions, Pre-existing Conditions or Predisposing Medical Conditions, unless such condition was previously disclosed to DAN and the Insured Person received a written confirmation of coverage of that condition;
3. for medical treatments occurring more than 365 days after an Accidental In-water Injury or a Diving Incident;
4. for services or supplies for which an Insured Person is not required to pay or is charged only because insurance exists;
5. for any expenses which are compensable under any health insurance, any workers' compensation insurance or any occupational disease law of any country, or any services, supplies or treatments provided under any federal, state or other governmental plan or law;
6. due to or in connection with any act due to war, whether declared or not;
7. for Custodial Care;
8. for drugs and medicine that may be obtained without written prescription and/or are not furnished by and administered during a Hospital confinement as an Inpatient;
9. for charges that are more than the Reasonable and Customary Charges for the services and supplies furnished;
10. for Hospital services and supplies when confinement is solely for diagnostic testing purposes;
11. for or in connection with nervous, emotional or mental disorders;
12. for a dive, one or more dives as part of a Repetitive Dive Series or a Scuba Diving Activity, which exceeds the maximum depth specified under the Plan taken out by the Insured Person;
13. for a Diving Incident or Accidental In-water Injury that occurs after drug and alcohol use unless such drug was prescribed by a Physician and was not excluded in any letter of exclusion provided by DAN to the Insured Person at the time of joining DAN;
14. for medical examinations which are not required for the diagnosis or treatment of an Accidental In-water Injury or a Diving Incident;
15. for routine eye or hearing examinations, eye refractions, eye glasses, contact lens, hearing aids or any type of external appliances used to improve visual or hearing acuity and their fittings;
16. For cosmetic or reconstructive procedures, and any related services or supplies, which alter appearance but do not restore or improve impaired physical functions;



17. for care, treatment, services or supplies:
  - a. not prescribed by a Physician;
  - b. not Medically Necessary;
  - c. resulting from a known Predisposing Medical Condition that was not declared in writing to DAN at the time of application for cover or communicated to DAN in writing if the condition arose during the period of cover;
  - d. that are considered experimental or provided mainly for the purpose of medical or other research;
  - e. received in a Hospital owned or operated by the government of any country or any of its agencies, which could have been provided to the Insured Person without charge;
  - f. provided to the Insured Person and paid for by any governmental plan or law not restricted to the government's civilian employees and their dependents;
  - g. to the extent that benefits are payable under other provisions of the Terms; or
  - h. provided or paid for by any government's civilian employees or their dependents without charge;
18. in connection with any Act of Terrorism or Nuclear, Biological or Chemical Terrorism;
19. in connection with undertaking a dive, a Repetitive Dive Series, a Scuba Diving Activity or snorkeling activity against the advice of a Physician or DAN medical staff;
20. in connection with flying within a Surface Interval shorter than the required interval specified in the most recent Divers Alert Network Flying After Diving Guidelines published by DAN ;
21. in connection with flying within 72 hours of Recompression Treatment or within a longer no-flying period if so specified by the treating Physician;
22. in connection with undertaking a dive, a Repetitive Dive Series, or a Scuba Diving Activity within six weeks after the completion of Recompression Treatment;
23. in connection with undertaking a dive, a Repetitive Dive Series, or a Scuba Diving Activity without first obtaining a clearance to return to diving from the treating Physician after undergoing Recompression Treatment;
24. in connection with undertaking a dive, a Repetitive Dive Series, a Scuba Diving Activity, a snorkeling activity, or breath hold diving activity as part of preparation for or participation in a contest, competition, record attempt, trial or experiment related to achieving depth or endurance records on compressed gas or breath hold;
25. in connection with undertaking a dive, a Repetitive Dive Series, a Scuba Diving Activity, a snorkeling activity, or breath hold diving activity in a manner in which the Insured Person knew, or reasonably should have known, would expose them to an obvious risk of suffering an injury or illness, or exacerbating a current illness or injury;
26. in connection with transportation or treatment expenses in those cases where the Insured Person fails to contact DAN as soon as reasonably practicable after the Diving Incident or Accidental In-water Injury giving rise to the claim in accordance with DAN procedures and this DAN World Diving Insurance Plan policy of insurance (see "How to file a Claim") To the extent it is reasonably practicable, Insured Person should not incur any expenses without prior approval (which shall not be unreasonably delayed or withheld) from DAN. Subject to the extent of Our prejudice, not doing so may reduce the amount payable under this policy;
27. in connection with suicide or attempted suicide or self-inflicted injury;
28. in connection with commercial diving or snorkelling operations; or
29. where a Waiting Period applies, for any evacuation, medical, paramedical or other benefits which would otherwise be covered under this DAN World Diving Insurance Plan policy of insurance and which arose prior to the deferred Effective Date.

### **In addition to the above Exclusions**

We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose AIG, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

# General Policy Provisions

## WAITING PERIOD

The Effective Date will be deferred to a date later than the date determined under the provision headed Effective Date. The circumstances when this will occur as well as the corresponding deferred Effective Date is set out below:

- i. If you have engaged in any diving or other activity prior to their Effective Date that has materially contributed to, directly or in-directly or resulted in a Diving Incident or where applicable an Accidental In-water Injury, then the Effective Date will be deemed to be deferred to the date of your complete recovery from such injury as certified by a medical practitioner.
- ii. If you are confined in an Institution on the Effective Date for this cover, then the Effective Date for their cover will be deemed to be deferred to the date of your discharge from the Institution.

In both the circumstances listed above, no cover will be provided under the Terms for any evacuation, medical, paramedical or other benefits which arose prior to the deferred Effective Date, regardless of the date on which a claim for such cover or benefit is made by or on behalf of the Insured Person.

## CANCELLATION

- i. Cover under this DAN World Diving Insurance Plan policy of insurance may be cancelled by an Insured Person at any time by giving Us written notice.
- ii. This DAN World Diving Insurance Plan policy of insurance may be cancelled by Us in accordance with the provisions of the Insurance Contracts Act 1984.

When the DAN World Diving Insurance Plan policy of insurance is cancelled in the circumstances as outlined in 1 or 2, We will refund the proportion of the premium (if applicable and dependent on risk exposure and claims made) for the unexpired Period of Insurance, after deducting a reasonable allowance for Our administration costs, Commonwealth taxes and/or charges We cannot recover, and benefits already paid or provided under the Terms for the period this DAN World Diving Insurance Plan policy of insurance was in force.

## PHYSICAL EXAMINATION AND AUTOPSY

AIG has the right to have a Physician of their nominee examine any Insured Person in connection with a claim, as often as is reasonably necessary. AIG also has the right to have an autopsy performed in the case of death, unless prohibited by law. These will be done at AIG's expense.

## TERMINATION OF POLICY

Termination of this DAN World Diving Insurance Plan policy of insurance is without prejudice to any claims that originate prior to the termination date in accordance with the Terms.

## RIGHT TO RECOVERY

If AIG makes any payment for a claim which is more than the amount payable under this DAN World Diving Insurance Plan policy of insurance, AIG may recover the overpayment. AIG may seek recovery from any of the following to whom an overpayment is made: (i) any Insured Person; (ii) any other insurers; (iii) any Institution, Physician or other provider of medical care; or (iv) any other organisation. If the recovery relates to an Insured Person, AIG is entitled to deduct the amount of any such overpayments from future claims payable to You.

## SUBROGATION

If AIG makes any payments for a claim under this DAN World Diving Insurance Plan policy of insurance, it is subrogated to all the Insured Person's rights of recovery against any third party, including another insurer and will have a right to claim, commence or take over legal proceedings in the Insured Person's name against such third party to recover those payments. You must reasonably co-operate with AIG in relation to such a claim or proceedings. If benefits are paid under this DAN World Diving Insurance Plan policy of insurance, then to the extent an Insured Person recovers any amounts arising out of the same event which triggered payments of benefits under this DAN World Diving Insurance Plan policy of insurance from a third party, including another insurer, AIG will be entitled to a refund (from such amounts) of all benefits that it has paid and/or deduct such amount from any benefits payable under this DAN World Diving Insurance Plan policy of insurance, subject to the operation of relevant law.

Upon request, the Insured Person must complete any required subrogation forms and return them to AIG. The Insured Person must reasonably cooperate with AIG in asserting its right to recover.

# How to file a Claim

If You need to make a claim, We will require You to:

1. Notify DAN as soon as reasonably practicable after any Diving Incident or Accidental In-water Injury which may give rise to a claim under this DAN World Diving Insurance Plan policy of insurance as follows:

Phone: 1800 017 682

2. Provide us with:

(a) invoices, receipts and other vouchers relating to Your loss or expenses.

(b) Your Completed Claim Form.

(c) all information We reasonably require to assess the claim.

For Claim Forms or any enquiries in relation to Your entitlement to claim under this DAN World Diving Insurance Plan policy of insurance, contact AIG for assistance on:

Phone: 1800 017 682

or alternatively You can lodge Your Claim online from the Claims page under <http://aig.com.au>

2. Complete the "Member's Statement" in full. Please answer all questions completely.

If you don't, the claim form may have to be returned to you and delay settlement of your claim. Be sure to sign the claim form.

3. Ask the Hospital and/or Physician to complete the reverse side of the claim form and return it to you. (The provider can attach an itemised bill instead.)

4. Attach any other bills, documents or statements that apply to the claim.

5. Make copies of your forms and bills for your records.

6. If you are entitled to or have received a payment from any other insurance, you must provide Us with details of that insurance before your claim can be settled.

7. Please forward your package of claim documents to DAN electronically by to:

Email: [ClaimsAP@DAN.org](mailto:ClaimsAP@DAN.org)

Should you be unable to send electronically, please send by post to:

PO Box 395,

Carnegie, VIC 3136

END OF WORDING



In Australia, insurance is issued by AIG Australia Limited ABN 93 004 727 753 AFSL 381686.

American International Group, Inc. (AIG) is a leading global insurance organisation. AIG member companies provide a wide range of property casualty insurance, life insurance, retirement solutions and other financial services to customers in approximately 70 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security. AIG common stock is listed on the New York Stock Exchange.

Additional information about AIG can be found at [www.aig.com.au](http://www.aig.com.au) | YouTube: [www.youtube.com/aig](http://www.youtube.com/aig) | Twitter: [@AIGinsurance](https://twitter.com/AIGinsurance) [www.twitter.com/AIGinsurance](http://www.twitter.com/AIGinsurance) | LinkedIn: [www.linkedin.com/company/aig](http://www.linkedin.com/company/aig). These references with additional information about AIG have been provided as a convenience, and the information contained on such websites is not incorporated by reference herein.

AIG is the marketing name for the worldwide property-casualty, life and retirement and general insurance operations of American International Group, Inc. For additional information, please visit our website at [www.aig.com.au](http://www.aig.com.au).

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 [aig.com.au](http://aig.com.au)

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