

# Group Blanket Travel Accident and Sickness Insurance Certificate of Insurance



Zurich Insurance Company Ltd (Canadian Branch) provides the insurance for this Certificate of Insurance under Group Policy 8451433 issued to DAN World, Ltd.

**This Certificate contains clauses which may limit the amounts payable.**

## IMPORTANT NOTICE - PLEASE READ CAREFULLY

Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy before you travel as your coverage may be subject to certain limitations or exclusions.

Your policy may not provide coverage for medical conditions and/or symptoms that existed before your trip. Check to see how this applies in your policy and how it relates to your departure date, date of purchase or effective date.

In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is made.

If your policy provides travel assistance, you may be required to notify the designated assistance company prior to treatment. Your policy may limit benefits should you not contact the assistance company within a specified time period.

The insurance information contained in the document is important and the document should be kept in a safe place.

**PLEASE READ YOUR POLICY CAREFULLY BEFORE YOU TRAVEL.**

## Privacy Consent Notice

By submitting the requested information, which may include, but is not limited to, name, address, date of birth, driver's licence number, medical information, financial information, driving record, automobile insurance policy history, and automobile insurance claims history, you are providing consent to Zurich Insurance Company Ltd and its subsidiaries and affiliates located in your country of residency or abroad (collectively, "Zurich"), for the collection, storage, use, disclosure, and processing of your personal information as may be necessary for the purposes of securing and administering the requested insurance coverage(s), including but not limited to, risk evaluation, Policy execution, premium setting, premium collection, claims adjusting, administration, investigation and settlement, fraud prevention, detection and suppression, or statistical evaluation. You are also providing consent to Zurich for the disclosure of your personal information to third parties, as required for and in relation to the above-stated purposes, including reinsurers, third party administrators, brokers, agents, claims adjusters, regulators or other governmental or public bodies, taxing authorities, industry associations, other insurers, and other third parties involved in providing insurance services ("Third Parties"). If your Policy is being arranged by a broker or an agent, you authorize Zurich to collect, store, use, disclose, and process personal information received from such broker or agent in relation to the above-stated purposes. Additionally, by providing information about a third party, including but not limited to, a family member, director, officer, employee, or any party that has an interest in or derives a benefit from the Policy, you hereby covenant and warrant that you have obtained the appropriate consent from such third party to disclose their personal information to Zurich and for Zurich to use and disclose such information for any of the above-stated purposes.

Zurich is committed to protecting the privacy and confidentiality of information provided. Your personal information may be processed by and is securely stored within the offices of Zurich and authorized Third Parties, both in domestic and foreign jurisdictions outside Canada and is subject to applicable laws.

Zurich may retain your personal information as needed for any of the above-stated purposes or as necessary to comply with Zurich's legal and regulatory obligations, resolve disputes, and enforce Zurich's agreements. You may request to review the personal information Zurich maintains about you and make corrections by writing to: Privacy Officer, Zurich Insurance Company Ltd (Canadian Branch), 100 King Street West, Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9 or by emailing [privacy.zurich.canada@zurich.com](mailto:privacy.zurich.canada@zurich.com).

You may refuse to consent or withdraw your consent to the collection, storage, use, disclosure or processing of your personal information; however, your refusal to provide consent may result in Zurich being unable to offer and administer insurance coverage or prevent Zurich from being able to pay claim benefits under your Policy.

Please contact the Zurich Privacy Officer if you require further information regarding the collection, use, disclosure, processing and storage of your personal information or if you have any complaints via email at [privacy.zurich.canada@zurich.com](mailto:privacy.zurich.canada@zurich.com). You can also review our Privacy Policy at <https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement>.

For the purpose of *the Insurance Companies Act* (Canada), this document was issued in the course of Zurich Insurance Company Ltd's insurance business in Canada.

A handwritten signature in black ink, appearing to read "Jen Foy". The signature is written in a cursive, flowing style.

Head of Underwriting, Canada  
Authorized Representative

### Non-Contributory Benefit Schedule - Regular and Enhanced Membership Benefits

The following Non-Contributory benefits are available to each Member. Coverage as described in this Non-Contributory Benefit Schedule is provided on a 24-hour basis to each Insured Member while travelling on a Trip. Benefits payable for expenses incurred will not exceed the Benefit Limit shown for that benefit in the Non-Contributory Benefit Schedule. All benefits must be approved in advance by *DAN TravelAssist* to be eligible for reimbursement and all travel arrangements must be coordinated through *DAN TravelAssist*.

<b>Emergency Medical Transportation and Travel Assistance Benefits Provided while on a Trip:</b>	<b>Regular Membership Aggregate Benefit Limit \$150,000 Maximum Amount</b>	<b>Enhanced Membership Aggregate Benefit Limit \$500,000 Maximum Amount</b>
Emergency Evacuation and Medically Necessary Transfer	Included in \$150,000 limit	Included in \$500,000 limit
Repatriation of Mortal Remains	Included in \$150,000 limit	Included in \$500,000 limit
Repatriation for Additional Care (by Scheduled Commercial Airline or Ground Transportation)	Included in \$150,000 limit	Included in \$500,000 limit
Repatriation for Additional Care (by Charter Service)	N/A	\$150,000 Sublimit
Medical Transportation Home (by Scheduled Commercial Airline, Watercraft or Ground Transportation)	N/A	Included in \$500,000 limit
Medical Transportation Home (by Charter Service)	N/A	\$150,000 Sublimit
Transportation to Rejoin Tour following Medical Emergency (by Scheduled Commercial Airline, Watercraft or Ground Transportation)	N/A	Included in \$500,000 limit
Repatriation Following Medical Emergency (by Scheduled Commercial Airline, Watercraft or Ground Transportation)	N/A	Included in \$500,000 limit
Search and Rescue	N/A	\$50,000 Sublimit
Visit of a Family Member or Friend/Traveling Companion	\$1,000 Sublimit, incidentals not included	\$5,000 Sublimit, incidentals included
Return of Dependent Children	Included in \$150,000 limit	Included in \$500,000 limit
Return of a Traveling Companion	Included in \$150,000 limit	Included in \$500,000 limit
Return of Vehicle	\$ 1,000 Sublimit	\$ 1,000 Sublimit
Global Security Evacuation while on a Trip outside Home Country	N/A	\$50,000 Sublimit

### Non-Contributory Benefit Schedule - Student Insurance Plan

The Non-Contributory benefits provided are available to Diving Students 8 years of age or older. Coverage is provided to such Diving Students as described in the Non-Contributory Benefit Schedule. Benefits payable for expenses incurred will not exceed the Benefit Limit shown for that benefit in the Non-Contributory Benefit Schedule below.

<b>Student Dive Accident Medical Benefits Provided for Covered Diving Accidents</b>	<b>Benefit Limit</b>
Accident Medical Expenses due to Arterial Gas Embolism (AGE), Decompression Sickness (DCS),	\$25,000

## Contributory Benefit Schedule

### Dive Accident Insurance – Guardian, Preferred and Master Plan Benefit Schedules

The Contributory benefits are provided to each Insured who has elected Coverage in a Dive Accident Policy. Coverage is provided as described in the Contributory Benefit Schedule. Benefits payable for expenses incurred will not exceed the Benefit Limit shown for that benefit in the Contributory Benefit Schedule. All Emergency Medical Transportation and Travel Assistance benefits must be authorized in advance by *DAN TravelAssist* to be eligible for reimbursement and all travel arrangements must be coordinated through *DAN TravelAssist*.

Dive Accident Insurance Benefits Provided for Covered Diving Accidents	Benefit Limit Guardian Plan	Benefit Limit Preferred Plan	Benefit Limit Master Plan
Accident Medical Expenses due to Arterial Gas Embolism (AGE), Decompression Sickness (DCS), other Covered Diving Accidents	\$500,000 limit per occurrence	\$250,000 limit per occurrence	\$125,000 Lifetime* Limit
Accidental Death and Dismemberment	\$30,000 Principal Sum	\$20,000 Principal Sum	\$10,000 Principal Sum
Permanent and Total Disability	\$30,000 Principal Sum	\$20,000 Principal Sum	\$10,000 Principal Sum
Extra Transportation	\$10,000 limit	\$5,000 limit	\$1,000 limit
Extra Accommodations	\$10,000 limit; \$600/day limit	\$5,000 limit; \$400/day limit	\$1,000 limit; \$200/day limit
Personal Liability	\$100,000 limit	N/A	N/A
Search and Rescue	\$50,000 limit	N/A	N/A
Dive Accident Insurance Benefits Provided for Diving Vacations	Benefit Limit Guardian Plan	Benefit Limit Preferred Plan	Benefit Limit Master Plan
Diving Vacation Cancellation	\$10,000 limit per occurrence	\$5,000 limit per occurrence, \$250 deductible per occurrence	N/A
Diving Vacation Interruption	\$15,000 limit per occurrence \$500/day limit per occurrence	\$7,500 limit per occurrence, \$250 deductible per occurrence \$250/day limit per occurrence	N/A
Dive Accident Insurance Benefits Provided for Non-Diving Accidents	Benefit Limit Guardian Plan	Benefit Limit Preferred Plan	Benefit Limit Master Plan
Accident Medical Expenses due to In-Water Accidents during a Covered Dive	Included in Diving Accident Medical Expenses	Included in Diving Accident Medical Expenses	N/A
Accident Medical Expenses due to Non-Diving Accidents while on a Trip outside Home Country	\$30,000 limit per occurrence	\$10,000 Lifetime* Limit, with \$250 deductible	N/A
Accident Medical Expenses due to Named Water Sport Accidents while on a Trip	\$30,000 limit per occurrence	N/A	N/A
Accidental Death and Dismemberment due to a Named Water Sport Accident while on a Trip	\$30,000 Principal Sum	N/A	N/A
Permanent and Total Disability due to a Named Water Sport Accident while on a Trip	\$30,000 Principal Sum	N/A	N/A

\* A Lifetime Maximum Benefit will apply to each Insured. If an Insured has exhausted their Lifetime Maximum Benefit or has received more than 50 percent of their Lifetime Maximum Benefit, they may not purchase a different plan with higher limits.

## DEFINITIONS

There are words and expressions used in this group Policy which have a specific meaning, and sometimes those meanings are unique to this Policy. These words are shown below and each time one of them is used in the Policy, it is with Initial Capital Letters. Plural forms of the words defined have the same meaning as the singular form.

**Accident** means a sudden, unforeseen and unexpected event that occurs without any intentional act or action by the Insured Member 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.

**Benefit Limit** means, as applicable to each benefit provided by the group Policy for each Insured Member, the amount shown as the Benefit Limit for that benefit for the Insured Member's eligible class in the Benefit Schedule or herein.

**Benefit Schedule** means the Benefit Schedule section herein.

**Certificate** means this Certificate of Insurance issued by the Insurer to the Insured which verifies the existence of Insurance and details the Coverage, including the Benefit Limits along with the terms and conditions.

**Commercial Diver** means a diver who specializes in underwater operations and works in various industries including, but not limited to, construction, offshore oil and gas, maritime salvage, and underwater inspections. Commercial divers are responsible for tasks such as underwater welding and cutting, construction and maintenance of offshore structures, inspection and repair of underwater pipelines and salvage and recovery operations. Commercial divers receive compensation or some other form of consideration for their services. Dive professionals (instructors, divemasters, etc.) and divers engaged in underwater photography and videography, scientific research, underwater exploration, and environmental assessments and remediation are not commercial divers.

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

**Company** means Zurich Insurance Company Ltd (Canadian Branch) and its authorized administrator acting on its behalf.

**Contributory** means that the benefits provided require premium payment by the Insured.

**Coverage** means the Insurance that an Insured Member has under the group Policy.

**Coverage Period** means one year from the date the Insured Member's Insurance takes effect unless the Coverage ends sooner per the terms of the Certificate. For Diving Students, **Coverage Period** means 26 weeks from the date the Insured Person's or Insured Member's insurance takes effect unless the Coverage ends sooner per the terms of the Certificate.

**Covered Dive or Covered Diving Activity** means: (i) free diving (Apnea), snorkeling and/or scuba/skin/breath-hold diving; or (ii) diving while a scuba instructor, divemaster, or underwater photographer/videographer; or (iii) diving while performing research under the auspices and following the diving safety guidelines of the Canadian Academy of Underwater Scientists (CAUS), or a group whose written diving research protocol meets or exceeds those of the CAUS; or (iv) diving as a volunteer in support of marine conservation or marine habitat restoration projects.

For a **Diving Student, Covered Dive or Covered Diving Activity** means diving as a **Diving Student**, in any diving activity, either in or out of the water, which is necessary to meet the standards for receiving an entry level diving certification for open circuit scuba or breath-hold diving, including, but not limited to, donning or removing dive equipment, entering and exiting the water, and swimming. All **Covered Diving Activity**: (i) must be completed in 26 weeks or less; (ii) must conform to the training standards of the training agency under which the certification is being earned; and (iii) does not include any dives beyond the minimum number of dives required by the training agency under which the certification is being earned.

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

**Covered Diving Accident** means an Accident, Decompression Illness (DCI), or any Injury that results from a Covered Dive, regardless of the depth. For a **Diving Student**, Covered Diving Accident means an Accident, DCI, or any In-Water Accident that results from a Covered Dive to the student training depth limit assigned by the training agency under which an entry level diving certification for open circuit scuba or breath-hold diving is being earned.

**Custodial Care** means care:

1. Provided primarily for the maintenance of the Insured Member; and
2. Essentially designed to assist the Insured or Insured Member in the activities of daily living.

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

**Dan TravelAssist** is a package of travel assistance services provided by Divers Alert Network to all DAN World members. Details are available at World.DAN.org.

**Dangerous or High-Risk Sports** means extreme hazardous sports activities such as but not limited to 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.

**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 due to gas in the tissues coming out of solution into bubbles inside the body on depressurization resulting from a Covered Dive that takes place while Insurance is in force.

**Diving Student** means a person who is enrolled in a Policyholder approved course of instruction by an industry partner member, leading to an entry level diving certification for open circuit scuba or breath-hold diving. Entry level means that the student has not previously been certified in either open circuit scuba or breath-hold diving. The course of instruction: (i) must be completed in 26 weeks or less; (ii) must conform to training standards of the training agency under which the certification is being earned; and (iii) does not include any dives beyond the minimum number of dives required by the training agency under which the certification is being earned.

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

**Domestic Partner** means a same or an opposite sex partner who is recognized as a Domestic Partner in accordance with local law in the province or territory in which they reside; or has met all of the following requirements for at least 6 consecutive Months immediately preceding the effective date of Coverage:

1. Resides with You;
2. Shares financial assets and obligations with You;
3. Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
4. Is at least the age of consent in the province or territory in which they reside; and
5. Neither You or Your Domestic Partner is married to anyone else, nor has any other Domestic Partner.

The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit Declaration of Domestic Partnership.

If proof of Domestic Partnership, as described, is provided to the Company, references to spouse will read Domestic Partner as it applies, unless specifically stated otherwise.

**Elective Treatment and Procedures** means any medical treatment or surgical procedure that is not Medically Necessary including any service, treatment, or supplies that are deemed by the federal, or a provincial or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

**Eligible Person** means a person that satisfies the eligibility requirements for the Policyholder. The classes of Eligible Persons is shown in the Eligibility provision.

**Extra Accommodations** means lodging or hotel room charges required because the Insured was delayed in returning Home due to a Covered Diving Accident. Extra Accommodations include meals up to \$100 per day, but does not include Hospital stays, transportation, or incidentals.

**Extra Transportation** means transportation charges for a return Home for a Trip that was delayed due to a Covered Diving Accident.

**Home** means the Insured Member's primary or secondary residence.

**Home Country** means the country where the Insured Member permanently resides. Such country must be declared in advance with Us.

**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 Arterial Gas Embolism (AGE) or Decompression Sickness (DCS).

**Immediate Family Member** is an Insured Member or his or her spouse, the children, brothers, sisters and parents or stepparents of either the Insured Member or the Insured Member's spouse; and spouses of the children, brothers, and sisters of either the Insured Member or Insured Member's spouse.

**Injury** means bodily harm or damage (not including mental or emotional harm/damages) due to a covered Accident that is not contributed to by disease, illness, infection, bodily infirmity, or any other abnormal physical condition and that requires examination and treatment by a Physician and occurs while the Insured Member's Coverage under the group 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 Member 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 Member has under the group Policy.

**Insured Member** means a DAN Member who has Non-Contributory Coverage for Regular or Enhanced Membership under the group Policy.

**Insured or Insured Person** means an Insured Member who completes any required enrollment form and pays any required premium for Contributory Coverage.

**Insurer** means Zurich Insurance Company Ltd (Canadian Branch) and its authorized administrator acting on its behalf.

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

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

**In-Water Accident** means an Accident which occurs while the Insured is physically in the water and is not riding in, on, or in any other way tethered to or otherwise connected to a motorized or sailing marine vessel and not participating in a Named Water Sport (e.g., a power boat, sailboat, jet ski, etc.)

**Medical Emergency** means an Injury or emergency Sickness that poses an immediate risk to an Insured Member's life or long-term health.

**Medically Necessary or Medical Necessity** 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 Member'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 Member is receiving or the severity of the Insured Member's condition and that Outpatient Treatment would not be adequate to effectively treat the Insured Member.

**Member** means a person who has applied to DAN World, Ltd. for membership, who has met any requirements or conditions of membership as may from time to time be established by DAN World, and who has paid such annual or other periodic dues as are due to receive the privileges of membership.

**Month(ly)** means the period of time from the beginning of a numbered day of a Month through the end of the day just before the same numbered day of the following Month.

**Named Water Sports** means:

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

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

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

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

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

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

**Behind the Boat Water Sports (does not include parasailing):**

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

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

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

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

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

**Kiteboarding** or kitesurfing is the use of a kiteboard (similar to a wakeboard), which may or may not be attached to the feet with foot-straps or bindings, in conjunction with a kite (usually attached to the body with a harness) to move across the surface of water in a standing position. The participant controls the kite with his hands, using it to harness wind power for propulsion. This Coverage does not include snow kiting or training for Kiteboarding without use of the board.

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

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

**Paddleboarding** refers to the act of kneeling on a surfboard or paddleboard and paddling using the arms in a swimming-like motion. Paddleboarding also refers to stand-up paddle surfing (SUP) or stand-up paddle boarding, which is the act of standing upright on a surfboard or paddleboard and using a long single-bladed paddle for propulsion and direction.

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

**Non-Contributory** means that no additional premium payment is required by the Insured Member or the Diving Student for the



benefit.

**Non-Diving Accident** means an Accident that is not a Covered Diving Accident, an In-Water Accident, or a Named Water Sport Accident.

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

**Other Medical Expense Insurance** means medical expense insurance provided by any other insurance such as Canadian provincial or territorial government or prepayment arrangements, regardless of whether the other insurance is provided on an individual, family, or group basis, or through an employer, union or membership in an association. If insurance is provided on a provision of service basis, then, for purposes of this definition, the amount shall be that which the services rendered would have cost in the absence of the insurance. Other Medical Expense Insurance shall also mean liability coverage, including automobile medical plans.

**Outpatient Treatment** means Medically Necessary services and supplies provided to an Insured Member 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 Member including:

1. A medical practitioner licensed to provide medical services and perform general surgery; or
2. Practicing within the scope of that license & by law of the jurisdiction where such services are performed.

"Physician" will not include the Insured Member's Immediate Family Member, or any person related to the Insured Member by blood, marriage or adoption, nor will it include a Traveling Companion or an employee, business partner or business affiliate of the Insured Member.

**Policy** means the contract issued to the Policyholder providing the benefits specified herein.

**Policyholder** means DAN World, Ltd., the legal entity to which Group Policy 8451433 is issued.

**Pre-Existing Condition** means an illness, disease, or other condition which during the 180-day period immediately prior to the Insured Member's effective date:

1. Received a recommendation for a diagnostic test, examination, or medical treatment; or
2. Took or received a prescription for drugs or medicine; or
3. A condition for which symptoms existed which would cause an ordinarily prudent person to seek diagnosis or treatment prior to embarking on a 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 180-day period before Coverage is effective under the group Policy.

**Sanctioned Activities** include travel, Trips, Covered Dives, Covered Diving Activities, Named Water Sports, and other activities not excluded under the Policy.

**Sickness** means an illness or disease of the body which:

1. Requires examination and treatment by a Physician, and commences while the Insurance is ineffect;
2. In those cases where the benefit is conditioned upon the Insured Member's inability to dive, in the opinion of a Physician would prevent the Insured Member from diving while on a Trip.

An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the effective date of this Insurance is not a sickness as defined herein and is not covered by the group Policy.

**Third Party(ies)** means anyone other than:

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

**Traveling Companion** means a person whose name appears with the Insured Member on the same Trip arrangement and who,

during the Trip, will accompany and/or share accommodations with the Insured Member in the same room, cabin, condominium unit, apartment unit, or other lodging.

**Trip (Not applicable to Covered Diving Accidents)** means:

1. A period of round-trip travel that is at least eighty (80) kilometers from the Insured Member's main place of residence;
2. The travel is not to obtain health care or medical treatment of any kind; and
3. The travel is not to a destination where the Insured Member maintains a Home or residence.

**Usual And Customary Charge** means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered and the MDR (Medical Data Research) schedule of fees valued at the 90th percentile and the Anesthesia Relative Value Guide.

**We, Us, or Our** means the insurance company named in this Policy.

**You or Your** means the Insured or Insured Member defined in this Certificate.

## **ELIGIBILITY**

### **Eligible Persons**

#### **Non-Contributory Regular or Enhanced Membership Benefits:**

Insured Members are all Members who:

- a. are in good standing with the Policyholder;
- b. are 8 years of age or older;
- c. are 80 years of age or younger;
- d. are not a Commercial Diver; and
- e. are travelling on a Trip when the Medical Emergency occurs.

#### **Non-Contributory Diving Student Benefits:**

An Eligible Person who:

- a. is in good standing with the Policyholder;
- b. is 8 years of age or older;
- c. is 80 years of age or younger; and
- d. is not a Commercial Diver.

#### **Contributory Benefits:**

Insured are all Members who:

- a. are in good standing with the Policyholder;
- b. are 8 years of age or older;
- c. are 80 years of age or younger;
- d. are not a Commercial Diver; and
- e. have paid the required premium.

## **EFFECTIVE DATE OF INSURANCE**

All Coverage selected by or provided to You will take effect on the date You are eligible, provided the enrollment form and the required premium for Contributory benefits has been received by the Policyholder.

## **TERMINATION OF INSURANCE**

### **Date Insurance Ends**

Your Coverage automatically ends on the first of the following dates:

1. The date the group Policy ends at the option of the Company or the Policyholder;
2. The end date for Your class;
3. The end of the period for which the last premium has been paid for You;
4. Your premium due date coinciding with or next following the date You attain age 80;
5. Your premium due date coinciding with or next following the date You cease to be a Member in good standing with the Policyholder; or, if a Diving Student, the date the date of completion of the final dive required by the standards of the training agency under which an entry level certification for open circuit scuba or breath-holding diving is being earned, or 26 weeks after the insurance takes effect, whichever comes first.

In the event of termination of the group Policy, the Insurer shall remain liable for the payment of claims to Insureds, but only for claims incurred prior to the expiry of the Insured's Certificate of Insurance.

## **EMERGENCY MEDICAL TRANSPORTATION BENEFITS**

### **Emergency Evacuation and Medically Necessary Transfer**

All Emergency Evacuation and Medically Necessary Transfer benefits must be approved in advance by *DAN TravelAssist* to be eligible for reimbursement and all travel arrangements must be coordinated through *DAN TravelAssist*.

When We receive due proof that the Insured Member has suffered a Medical Emergency during the course of a Trip and such condition requires an Emergency Evacuation or Medically Necessary Transfer, We will pay the Covered Expenses incurred for such evacuation or repatriation up to the Benefit Limit.

**Emergency Evacuation** means:

1. The medical condition of the Insured Member is Medically Necessary and warrants immediate transportation from the place where the Sickness or Injury occurs to the nearest Hospital or medical facility where appropriate medical treatment can be obtained;
2. After being treated at the nearest Hospital or medical facility, Medical Necessity requires transportation to a different Hospital or medical facility for further care, treatment or evaluation.

**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.

Any Medically Necessary Transfer shall be undertaken at the discretion of the Policyholder in consultation with the Insured Member's treating Physician.

### **Emergency Medical Transportation Covered Expenses**

**Covered Expenses** are expenses for Transportation, medical treatment, medical services and medical supplies that:

1. Is necessarily incurred in connection with Emergency Evacuation and Medically Necessary Transfer of the Insured Member;
2. Meets generally accepted standards of medical practice; and
3. Either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance method being used to transport the Insured Member.

All Transportation arrangements made for evacuating the Insured Member must be by the most direct and economical conveyance and arranged in advance by the Policyholder to be covered.

**Transportation** means any land, water, or air conveyance required to transport an Insured Member during an Emergency Evacuation or Medically Necessary Transfer. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles. We will not cover any expenses for services provided by another party at no cost to the Insured.

## **TRAVEL ASSISTANCE BENEFITS**

### **Repatriation of Remains**

When We receive due proof that the Insured Member has died while on a Trip, We will pay the expenses incurred to move the body and return the mortal remains to the person's place of residence, as listed in the administrator's database for burial. Covered

expenses including, but are not limited to, expenses for embalming, cremation, necessary government authorizations, coffins, and transportation, up to the Benefit Limit shown in the Benefit Schedule.

Expenses related to the use of an air ambulance for the Repatriation of Remains are expressly excluded.

### **Repatriation for Additional Care**

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

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

Any Repatriation for Additional Care shall be undertaken at the discretion of *DAN TravelAssist* in consultation with the Insured Member's treating Physician. Repatriation for Additional Care is limited to scheduled commercial airlines, watercraft, or ground transportation, and *DAN TravelAssist* will arrange, and We will pay, up to the Benefit Limit, the Covered Expenses for such scheduled commercial airlines, watercraft, or ground transportation.

### **Medical Transportation Home**

If an Insured Member has suffered a Medical Emergency during the course of a Trip and such condition is expected to require Inpatient hospitalization for more than 7 days, We will pay, up to the Benefit Limit, the Covered Expenses for transporting the Insured Member to the Hospital of their choosing located in the vicinity of the Insured Member's Home.

We, in consultation with the treating Physician and *DAN TravelAssist*, reserve the right to determine, in Our judgment:

1. Whether an Insured Member's condition is sufficiently serious to warrant Medical Transportation Home;
2. Whether an Insured Member's condition is sufficiently stable to allow Medical Transportation Home without exposing them to additional Injury or an exasperation of their condition; and
3. The mode of Transportation.

The Insured Member shall be entitled to use this benefit only once during any 12-month period.

When Medical Transportation Home is limited to scheduled commercial airlines, watercraft, or ground transportation, We will pay, up to the Benefit Limit, the Covered Expenses for such scheduled commercial airline, watercraft, or ground transportation. When Medical Transportation Home includes Charter Services, We will also pay, up to the Benefit Limit, the Covered Expenses for such Charter Service.

### **Transportation to Rejoin Tour following Medical Emergency**

If during the course of a Trip an Insured Member is hospitalized or has an Emergency Evacuation which prevents them from continuing on the original itinerary of their Trip, once the Insured Member has recovered and deemed fit to travel by regularly scheduled commercial air, watercraft, or ground transportation, We will pay, up to the Benefit Limit, to provide the Insured Member with a one-way economy ticket (or same class as the original ticket if different from economy) less the value of any applied credit from any unused tickets held by the Insured Member, to rejoin the Trip.

### **Repatriation following Medical Emergency**

If during the course of a Trip an Insured Member is hospitalized or has an Emergency Evacuation which prevents them from continuing on the original itinerary of their Trip, once the Insured Member has recovered and deemed fit to travel by regularly scheduled commercial air, watercraft, or ground transportation, We will pay, up to the Benefit Limit, to provide the Insured Member with one-way economy transportation (or same class as the original ticket) less the value of any applied credit from any unused original return trip ticket held by the Insured Member, to travel to their original return destination.

### **Search and Rescue**

If an Insured Member has disappeared while on a Trip or while making a Covered Dive, and the coast guard, local police, or other national or international services responsible for safety at sea and/or search and rescue undertake a search in an effort to save the life of the Insured Member, 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 Member is not required to pay or for charges assessed only because this benefit exists.

### **Visit of a Family Member or Friend/Traveling Companion**

If during the course of a Trip an Insured Member is traveling alone and requires Hospitalization for more than 7 consecutive days, *DAN TravelAssist* will arrange and We will pay, up to the Benefit Limit, for an economy round-trip airfare for a person chosen by the Insured Member to travel to the site of his or her Hospitalization and return to the point of that person's departure, up to the Benefit Limit shown in the Benefit Schedule.

In addition, for the duration of the Insured Member's stay We will pay benefits for accommodations and meals. The family member or friend/traveling companion must provide bills or receipts of actual expenses. The benefit payable is equal to a maximum of \$250 per night for accommodation and \$100 per day for meals and is subject to the aggregate Benefit Limit shown in the Benefit Schedule. This benefit is available for the lesser of up to 10 days, or 72 hours after the Insured Member is discharged from the Hospital. This benefit does not include Hospital stays. Incidentals are included with the Enhanced Membership but are not included with the Regular Membership.

#### **Return of Dependent Children**

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

#### **Return of Traveling Companion**

When We receive due proof that the Insured Member has suffered a Medical Emergency during the course of a Trip and his or her Traveling Companion's airline ticket is no longer valid due to changes in plans caused by the emergency, *DAN TravelAssist* will arrange and We will pay the cost of the Traveling Companion's one-way economy transportation (or same class as the original ticket) less the value of any applied credit from any unused original return trip ticket, for that Traveling Companion's return to the original departure point, up to the Benefit Limit shown in the Benefit Schedule.

#### **Return of Vehicle**

When We receive due proof that the Insured Member is hospitalized or has an Emergency Evacuation and Medically Necessary Transfer, We will reimburse the cost of returning the unattended vehicle to the rental agency or to his or her current principal residence, up to the Benefit Limit shown in the Benefit Schedule.

#### **Global Security Evacuation**

If during the course of a Trip where an Insured Member is traveling outside of their Home Country, an Insured Member encounters an Emergency Situation which places them in Imminent Danger, We will pay, up to the Benefit Limit, the Covered Expenses incurred for such Security Evacuation.

**For Security Evacuation, Covered Expenses** include the cost of Transportation that is necessarily incurred in connection with the Security Evacuation of the Insured Member.

All Transportation arrangements made for transporting the Insured Member must be by the most direct and economical conveyance and must be arranged in advance by the *DAN TravelAssist* to be covered.

For purposes of this benefit only, the phrase "**Advisory**" means a formal recommendation by the Appropriate Authorities that the Insured Member or citizens of the Insured Member's Home Country or citizens of the Host Country leave the Host Country.

For purposes of this benefit only, the phrase "**Appropriate Authority(ies)**" means the government authority(ies) in the Insured Member's Home Country or the government authority(ies) of the Host Country.

For purposes of this benefit only, the phrase "**Emergency Situation**" means any of the following situations in which an Insured Member finds himself or herself during the course of a Trip outside their Home Country:

1. Expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
2. Political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory;
3. Natural Disaster;
4. Verified Physical Attack or a Verified Threat of Physical Attack from a third party;
5. The Insured Member had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within 14 days of his or her being found.

For purposes of this benefit only, the phrase "**Host Country**" means any country in which an Insured Member is traveling

while on a Trip outside their Home Country.

For purposes of this benefit only, the phrase “**Imminent Danger**” means the Insured Member is subject to possible physical injury or sickness as a result of an Emergency Situation that could result in grave physical harm or death.

For purposes of this benefit only, the phrase “**Missing Person**” means an Insured who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(is).

For purposes of this benefit only, the phrase “**Natural Disaster**” means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. Is due to natural causes; and
2. Results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous.

For purposes of this benefit only, the phrase “**Security Evacuation**” means the extrication of an Insured Member while on a Trip outside their Home Country due to an Emergency Situation which results in the Insured Member being placed in Imminent Danger.

For purposes of this benefit only, the phrase “**Transportation**” means any land, water, or air conveyance required to transport an Insured Member during a Security Evacuation. Transportation must be required by the circumstances and authorized by *DAN TravelAssist*. *DAN TravelAssist* will arrange Transportation using the mode best suited to do so.

For purposes of this benefit only, the phrase “**Verified Physical Attack**” means deliberate physical harm of the Insured Member confirmed by documentation or physical evidence.

For purposes of this benefit only, the phrase “**Verified Threat of Physical Attack**” means a threat against the Insured Member’s health and safety as confirmed by documentation and/or physical evidence.

### **Emergency Medical Transportation Exclusions on Covered Expenses**

No benefits are payable:

1. For chronic or Pre-Existing Conditions;
2. While traveling against the advice of a Physician;
3. For services, supplies, treatment or transport related to a pandemic, epidemic, or exposure to a contagious infectious disease;
4. When the Insured Member is on an organ transplant list at the time he or she embarked on his or her Trip and such transport is related to such transplant;
5. For treatment which is compensable under Other Medical Expense Insurance, the workers compensation legislation, or any services, supplies or treatments provided under any federal, provincial or other governmental plan or law;
6. For services, supplies, or treatment, including any period of Hospital confinement that were not recommended, approved and certified as necessary and reasonable by a Physician or any expense that is non-medical in nature;
7. For suicide or attempted suicide, while sane or insane, or self-inflicted injury;
8. Due to war or act of war, declared or undeclared, or service in the armed forces, National Guard or organized reserve corps of any country or international authority;
9. For Injury sustained while participating (i) in professional sports; (ii) in Dangerous or High-Risk Sports; or (iii) in club, interscholastic or intercollegiate sports;
10. For expenses arising from pregnancy;
11. In connection with competitions or record setting/breaking attempts;
12. For any nervous, emotional or mental disorder;
13. In connection with the use of alcohol or drugs, or use of any drug or narcotic agent, except as prescribed by a Physician
14. As a result, or in connection with the commission of a crime; or
15. Where services were provided by an Immediate Family Member.

The Company shall not be obligated to provide transport services to an Insured Member if, in its discretion:

16. The Insured Member is located in a region that is not safely accessible by the company providing the Transportation services;

17. The Insured Member has a contagious infectious disease;
18. The Insured Member's primary diagnosis is psychiatric in nature;
19. The Insured Member was 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;
20. The Insured Member requires Hospitalization due to a Pre-Existing Condition;
21. The Insured Member cannot be transported safely;
22. The Insured Member has been exposed to nuclear reaction or radioactive contamination; or,
23. The Insured Member is travelling for the purpose of obtaining medical treatment.

#### **Covered Diving Accidents - Covered Medical Expenses**

We will pay the Covered Charges described below subject to the terms and limitations contained herein.

**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 365 days of the Accident.

Medical services, supplies, care or treatment must be prescribed, performed or ordered by a Physician. Charges for such services, supplies, care or treatment must be Usual and Customary. We will not pay charges in excess of the amount shown in the Benefit Schedule.

Covered Charges include the following:

1. Hyperbaric Chamber treatment charges for up to 3 treatments per Covered Diving Accident. Any treatment after the third must be approved by the Insurer, or its designated representative.
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. Eligible charges do not include charges eligible for reimbursement under the Emergency Medical Transportation Benefit. All transportation involving air or marine ambulance service must be approved in advance to be eligible for reimbursement.
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 that requires special medical and nursing treatment not generally provided to other Inpatients in the Hospital.

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

5. Medical supply charges for oxygen;
6. Other eligible 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; and
- 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; and
  - 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 for the treatment of the Injury. The Company, at its discretion, approves the purchase of such items.

#### **Covered Diving Accidents - Limited Covered Medical Expenses**

Covered Charges for manipulative therapy (e.g., the use of body work or massage therapy and other physical manipulation of the body for healing, such as osteopathy and chiropractic) and acupuncture are limited to \$350 per calendar year and payable at \$35 per visit for ten (10) visits.

#### **Non-Diving Accidents and Named Water Sports - Covered Medical Expenses**

When We receive due proof that the Insured has incurred charges for treatment of Injury due to a Non-Diving Accident, We will pay the Covered Charges described below subject to the terms and limitations. Covered Charges means eligible charges that are for Medically Necessary services, supplies, care or treatment for such Injury. The Accident must occur while:

1. Coverage is in force;
2. The Insured is on a Trip exclusively for recreational purposes;
3. The Insured is outside his or her Home Country (Not Applicable to Named Water Sports); and
4. The Insured is more than eighty (80) kilometers from his or her primary residence. (Not Applicable to Named Water Sports)

The charges incurred as a result of the Accident must be incurred and treated outside the Insured's Home Country.

Medical services, supplies, care or treatment must be prescribed, performed or ordered by a Physician and include medical, surgical, and emergency dental care, professional nursing, Hospital, X-ray, ground ambulance services and prosthetic devices. Charges for such services, supplies, care or treatment must be Usual and Customary and We will not pay for charges in excess of the maximum benefit shown in the Benefit Schedule.

#### **Extended Benefits**

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

1. For treatment of the specific Covered Diving Accident that caused the total disability;
2. While such person remains so totally disabled; and
3. During the first twelve (12) consecutive Months after the group Policy terminates.

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

#### **Exclusions on Covered Medical Expenses for Covered Diving, Non-Diving and Named Water Sports Accidents**

Under this Benefit, no benefits are payable for:

1. Charges related to chronic or Pre-Existing Conditions;
2. Services or supplies for which an Insured is not required to pay, or charges made only because insurance exists;
3. An Accident for which expenses are compensable under Other Medical Expense Insurance, the Workers' Compensation or Occupational Disease Act or Law of any province or territory, or any services, supplies or treatments provided under



- any federal, provincial or other governmental plan or law;
4. Charges related to any act due to war, declared or not;
  5. Custodial Care;
  6. Drugs and medicine that may be obtained without written prescription and/or not furnished by and administered during a Hospital confinement as an Inpatient;
  7. Charges that are more than the Usual and Customary Charges for the services and supplies furnished;
  8. Hospital services and supplies when confinement is solely for diagnostic testing purposes;
  9. Nervous, emotional or mental disorders;
  10. An Accident that occurs after alcohol and/or drug use unless such drug use was prescribed by a Physician;
  11. Medical exams not required for treatment of injuries from the Accident;
  12. Routine eye or hearing exams, eye refractions, eyeglasses, contact lens, hearing aids or any type of external appliances used to improve visual or hearing acuity and their fittings;
  13. Cosmetic or reconstructive procedures, and any related services or supplies, which alter appearance but do not restore or improve impaired physical functions;
  14. In connection with competitions or record setting/breaking attempts;
  15. Care, treatment, services or supplies:
    - a. not prescribed by a Physician;
    - b. not Medically Necessary;
    - c. that are considered experimental in Canada or provided mainly for the purpose of medical or other research;
    - d. received from a Nurse which do not require the skill and training of a Nurse;
    - e. received in a Hospital owned or operated by the Canadian government or any of its agencies;
    - f. to the extent that benefits are payable under other provisions of the group Policy;
    - g. provided or paid for by a governmental plan or law not restricted to the government's civilian employees and their dependents; or ordered by a family member.

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

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 or Named Water Sport. Such Loss must occur within 365 days of the Covered Diving Accident or Named Water Sport Accident. The benefit payable for such Loss shall be the amount stated opposite such Loss. If more than one Loss is sustained as the result of one Covered Diving Accident or Named Water Sport Accident, only one amount, the largest, will be payable. The Principal Sum for this benefit is set forth in the Benefit Schedule.

**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. The benefit for the death of the Insured will be paid to the estate of the Insured. The beneficiary for loss of life for a spouse or dependent shall be the Insured.

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

When We receive due proof that the Insured, who is over 21 years of old, is Permanently and Totally Disabled, We will pay the Principal Sum. The Principal Sum for this benefit is set forth in the Benefit Schedule. Permanent and Total Disability must result from a Covered Diving Accident or a Named Water Sport Accident that occurs while Coverage is in force and must be evidenced by a report from a Physician acceptable to Us.

The loss must:

1. Occur within 365 days of the date of the Covered Diving Accident or Named Water Sport Accident;
2. Continue without interruption for at least one year; and
3. Reasonably be expected to continue without interruption until the Insured's death.

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

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

#### **EXTRA TRANSPORTATION BENEFIT - APPLICABLE TO DIVE ACCIDENT ONLY**

When We receive due proof that the Insured was prevented from using their original return trip ticket for transportation due to a delay caused by a Covered Diving Accident, We will pay an Extra Transportation benefit for the return trip. The delay must be on the advice of the attending Physician and the Insured 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 up to the Benefit Limit.

#### **EXTRA ACCOMMODATIONS BENEFIT - APPLICABLE TO DIVE ACCIDENT ONLY**

When We receive due proof that the Insured was delayed in returning Home on the written advice of the attending Physician as a result of a Covered Diving Accident, We will pay benefits for Extra Accommodations. Benefits begin on the first day following the original date the Insured should have returned Home. The Insured must provide bills or receipts of actual expenses and a copy of the attending Physician's advisory notice. The benefit payable is equal to the actual expenses incurred up to the Benefit Limit. Extra Accommodations includes meals up to \$100 per day but does not include incidentals.

#### **DIVING VACATION CANCELLATION BENEFITS – APPLICABLE TO DIVE VACATION ONLY**

If prior to the time and date of departure for a Diving Vacation, the Insured or his/her Travelling Companion has suffered a Sickness or Injury that would substantially impair the Insured or his/ her Travelling Companion's ability to dive and requires the cancellation of the Diving Vacation, We will pay up to the Benefit Limit for Covered Losses that the Insured or his/her Travelling Companion incurs as a result of such cancellation, subject to an Insured per Diving Vacation. This benefit is subject to a \$250 deductible under the Preferred Plan.

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

**Covered Losses** include any penalties, or forfeited nonrefundable, unused prepayments or deposits for diving, accommodations, meals or transportation incurred as the result of cancellation of the Diving Vacation.

#### **DIVING VACATION INTERRUPTION BENEFITS – APPLICABLE TO DIVE VACATION ONLY**

If, after the scheduled departure date for a Diving Vacation, the Insured or his/her Travelling Companion has suffered a Sickness or Injury that would substantially impair the Insured's or his/her Travelling Companion's ability to dive and requires the Interruption of the Diving Vacation, We will pay up to the Benefit Limit for Covered Losses that the Insured or his/her Travelling Companion incurs as a result of such Interruption. This benefit is subject to a \$250 deductible under the Preferred Plan.

**Covered Losses** include any penalties, or forfeited nonrefundable, unused prepayments or deposits for diving, accommodations, meals or transportation incurred as the result of interruption of the Diving Vacation.

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

If the Sickness or Injury is such that the Trip can continue but the Insured or his/her Travelling Companion is prevented from continuing Covered Diving Activities, We will pay benefits for lost diving days. The benefit is payable on the number of diving days lost until the end of the scheduled Trip. The daily benefit is the lesser of \$200 or the non-refundable portion of the diving arrangements. If diving was purchased as part of a package, the daily benefit is the lesser of \$200 or the difference between the daily rate for divers and non-divers. To be eligible for this benefit, the payments or deposits for the diving arrangements must be made prior to the onset of the Sickness or Injury which prevents the Insured or his/her Travelling Companion from becoming unable to dive.

#### **PERSONAL LIABILITY RESULTING FROM A DIVING ACCIDENT BENEFIT – APPLICABLE TO DIVE ACCIDENT ONLY**

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

When a claim is made by a Third Party under this provision, We will provide, within 30 days of the written request of such Third Party, a statement, under oath, of a corporate officer or Our claims manager setting forth the following information:

1. Our name.
2. The name of each insured.
3. The Benefit Limit of this liability coverage.
4. A statement of any policy or coverage defense which We reasonably believe is available to Us at the time of filing such statement.
5. A copy of the policy.

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

In addition to other exclusions/limitations which may apply to this Benefit, no Coverage is provided for:

1. Any claim that is the result of engaging in professional teaching or supervision of diving activities;
2. Any death or Injury to family members, or owners, shareholders, staff members or others who are associated with the business which provided the diving services which gave rise to the Accident; or
3. Any loss of or damage to property owned by or in the care, custody or control of family members, or owners, shareholders, staff members or others who are associated with the business which provided the diving services which gave rise to the Accident.

## GENERAL EXCLUSIONS

The following exclusion applies to the Accident Death and Dismemberment and Permanent and Total Disability Coverage:

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

The following exclusion applies to the Emergency Medical Transportation, Accident Medical Insurance, Permanent and Total Disability From A Covered Diving Accident Only, Diving Vacation Cancellation, and Diving Vacation Interruption:

2. We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in the group Policy, including death that results there from.

The following exclusion applies to all Coverages. We will not pay for any loss under the group Policy, caused by, or resulting from:

3. Suicide, attempted suicide, or intentionally self-inflicted injury of the Insured Member, Travelling Companion, or Domestic Partner booked to travel with the Insured Member, while sane or insane;
4. Mental, nervous, or psychological disorders;
5. Being under the influence of drugs or intoxicants, unless prescribed by a Physician;
6. Pregnancy, childbirth, elective or Medically Necessary abortion, or complications arising out of these conditions;
7. Unless approved in advance by the Policyholder, for Injury sustained while participating: (i) in professional sports; (ii) in Dangerous or High-Risk Sports (such as but no limited to mountain climbing, bungee cord jumping, snow skiing, skydiving, parachuting, hang gliding, parasailing, or travel on any air supported device, other than on a regularly scheduled airline or air charter company); or (iii) in organized amateur, club, interscholastic or intercollegiate sports;
8. Riding or driving in any motor competition;
9. War or any act of war, declared or undeclared war, civil disorder, or service in the armed forces, National Guard or organized reserve corps or any country or international authority; including terrorism, nuclear reaction, radiation or radioactive contamination;
10. Operating or learning to operate any aircraft, as pilot or crew;
11. Any unlawful criminal acts, committed by the Insured Member, a Travelling Companion (whether insured or not) Domestic Partner travelling with the Insured/ InsuredMember;
12. Any amount paid or payable under any worker's compensation, disability benefit or similar law;
13. A loss or damage caused by detention, confiscation or destruction by customs;
14. Elective Treatment and Procedures;
15. Medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
16. Financial insolvency of the person, organization or firm from whom the Insured Member directly purchased or paid for his/her Trip;
17. Bankruptcy, financial insolvency, default, or failure to supply services by a travel supplier;
18. Business, contractual, or educational obligations of the Insured Member, Domestic Partner or Travelling Companion;
19. Failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements;
20. A loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the group Policy is not in effect for the Insured Member.

## BENEFICIARY FOR MEMBERS

The beneficiary is named by You in Your application, unless changed. You may change the beneficiary, unless irrevocable, at any time. To do so, a written request on a form satisfactory to the Company must be made to its home office. When the Company records the change, it will take effect as of the date You signed it. The change will not apply to any payment made by the Company before the request was recorded. If this Insurance replaces group insurance that was in effect with another insurance company, the Company will use the beneficiary designation of record as provided by You to such other company. You may change such designation, as stated above.

If two ( 2 ) or more beneficiaries are named and their shares are not specified, they will share the proceeds equally. When You die, there may be no living named beneficiary to receive any part of the proceeds. If so, the Company may pay such proceeds to Your estate or, at the Company's option, to Your;

- spouse, if living;
- surviving children, equally, if the spouse is dead; or
- surviving parents, equally, if all children are dead;
- brothers and sisters, equally, if the spouse and all children are dead. The Company will not be liable for such payment after it is made.

## **MULTIPLE CERTIFICATES**

A person cannot be insured under more than one Certificate providing the same type of insurance coverage under group policies issued by the Company to the Policyholder. 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.

## **COMPLIANCE WITH LAW**

On the date the group Policy takes effect, some of its provisions may conflict with an applicable law. If so, any such provision is changed to comply with the minimums required by such law.

## **GENDER**

Male pronouns will be read as female where it applies.

## **MISSTATEMENT OF AGE**

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

## **NON-PARTICIPATING**

The group Policy is non-participating, and the Policyholder does not share in any revenue or dividends.

## **NOT IN LIEU OF WORKERS' COMPENSATION**

The group Policy is not in lieu of and does not affect any requirement for coverage by workers compensation legislation or similar law which applies to an Insured Member.

## **CLAIMS PROVISIONS**

### **Notice Of Claim:**

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

**Zurich Travel Assist**  
100 King Street West, Suite 5300  
Toronto, Ontario, M5X 1C9 Canada  
travelclaims@wtp.ca  
Tel +.416.874.1397 or 1.888.422.9401

**DAN Services, Inc.**  
6 West Colony Place, Suite 200  
Durham, NC 27705 USA  
Tel +1.919.684.2948  
Fax +1.919.490.6630

**Claim Forms:**

When the Company receives notice of claim, the Insured Member will be sent forms to file proof of loss. If the forms are not sent within 30 days after the Company receives notice, then the claimant will meet the proof of loss requirements by giving the Company a written statement of the nature and extent of the loss. This must be sent to the Company within the time limit stated in the Proof of Loss provision.

**Proof of Loss:**

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

**Payment of Claims:**

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Member suffering the loss.

Benefits for loss of life will be paid to the Insured Member's Beneficiary. In the absence of such designation, benefits shall be paid to the Estate of the Insured Member. All other benefits are paid directly to the Insured Member, unless otherwise directed. Any accrued benefits unpaid at the Insured Member's death will be paid to his/her beneficiary or to his/her estate if there is no beneficiary designation.

**Payment to a Minor or Incompetent:**

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

**Physical Examination and Autopsy:**

The Company, at its expense, has the right to have the Insured Member 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 Member forbids it.

**Governing Law:**

The relationship between the Company and any Insured Member shall be subject to the laws of the Insured Member's Canadian province or territory of residence at the time his or her insurance coverage hereunder comes into effect.

**Conformity With Applicable Law:**

Any provision of this Policy, which is in conflict with any federal, provincial, territorial or other applicable law of an Insured Member's place of residence, is hereby amended to conform to the minimum requirements of that law.

**Sanctions**

Notwithstanding any other terms under this contract of insurance, the Insurer shall not be deemed to provide coverage or make any payments or provide any service or benefit to any Insured Person or Insured Member or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured or Insured Member would violate any applicable trade or economic sanctions law or regulation.

**Misrepresentation and Fraud**

This Policy will be void if the Insurer determines at any time that the Policyholder has concealed or misrepresented a material fact concerning this Policy. Coverage of any Insured Person or Insured Member will be void if the Insurer determines at any time that the Insured Person or Insured Member has concealed or misrepresented a material fact concerning their coverage under this Policy.

**Legal Action**

Every action or proceeding against the Insurer for the recovery of insurance money payable under the contract of insurance is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.