

DAN DIVE INJURY INSURANCE POLICY WORDING

Issued by
MARSH & McLENNAN AGENCY PTY LTD
ABN 33 000 668 584; AFSL 238984

GPO Box 2637, Adelaide, South Australia 5001
as agents acting
on behalf of Lloyd's Underwriters under a contract with the UNIQUE MARKET
REFERENCE of B0775RC869912

Designed by
Divers Alert Network (DAN) Asia-Pacific Limited ("DAN AP")

Information about Your policy

In this policy, words in the masculine gender include the feminine.

Your policy is made up the following:

- DAN Dive Injury Insurance Policy Wording
- Certificate of Insurance or DAN AP Member Enrolment Card
- Schedule of Benefits
- Endorsements (where applicable)

YOUR APPLICATION FORM IS DEEMED TO BE INCORPORATED IN THE POLICY AND TO FORM THE BASIS OF THIS INSURANCE.

The DAN Dive Injury Insurance Policy Wording is in three parts:

Part 1 of this policy sets out the general information that applies to this insurance:

- Our agreement with You
- Scope of cover
- Your duty of disclosure
- Cooling-off information
- Goods and Services Tax
- The General Insurance Code of Practice
- The law that applies to this insurance
- What to do if You wish to make a claim
- Who can cancel this policy
- Definitions

Part 2 of this policy describes the plans and the coverage provided and includes the Schedule of Benefits.

Part 3 of this policy details the conditions that apply to the cover. You must do whatever the conditions say otherwise Your claim may be denied or not paid in full.

This policy and any certificates and schedules We send You form Your legal contract with Us, so please read them carefully and keep them together in a safe place.

PART 1

Our agreement with You

This policy is a legal contract between You and Us. You pay Us the premium and We insure You and the Insured Persons against loss as set out in the policy.

Scope of cover

The cover provided by this policy only applies to Bodily Injury or Illness arising out of or in the course of a covered dive during the time limits or subject to any other limitations specified in this policy.

Your duty of disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the Insurance Contracts Act 1984, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the contract of general insurance. Your duty however does not require disclosure of any matter:-

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of its business, ought to know;
- as to which compliance with your duty is waived by Us.

If You enter into a contract of insurance on behalf of any subsidiary or related company of the named insured, that subsidiary or related company has the same duty of disclosure as the named insured. You agree to act on behalf of all insureds under this insurance.

Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim or may cancel the contract. If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

PLEASE NOTE THAT YOUR DUTY APPLIES ALSO WHEN YOU SEEK TO RENEW, AMEND, OR ENDORSE A POLICY.

Cooling Off Period

A cooling off period applies to this policy contract. During the cooling off period, You may return your insurance contract to DAN AP and obtain a refund.

You may do this by notifying DAN AP in writing or electronically. You may only exercise this right during the period of 14 days starting on the earlier of:

- the time You received confirmation of this insurance transaction; or
- the end of the fifth day after the day on which this insurance contract was issued to You.

You **cannot** exercise your right at any time after:

- You have exercised a right or power under Your insurance contract ie. You have made a claim; or
- Your rights or powers under Your insurance contract have ended.
For example, a dive or dive trip or in the case of travel insurance, the commencement of the journey is the event.

DAN AP will give You a **pro rata** refund. However the following may be deducted from Your refund:

- any tax or duty which they have been paid and which is not refundable; and
- any reasonable administrative and transaction costs.

Goods and Services Tax

GST and **Input Tax Credit** have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is Your entitlement to an Input Tax Credit on Your premium as a percentage of the total GST on that premium. Where We pay a claim and You are liable to pay GST in respect of Your claim, We will cover you for that GST, less any Input Tax Credit You may be able to claim from Your purchase of goods and services. We will pay this amount in addition to the sum insured/limit of liability shown in the Certificate of Insurance. Where Our settlement of Your claim is less than the total loss, We will only pay Your liability for GST (less Your

entitlement to any Input Tax Credit) applicable to the settlement. This means that if Your sum insured/limit of liability is not sufficient to cover Your loss, We will only pay GST that relates to Our settlement of Your claim. You must advise Us of Your correct Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

General Insurance Code of Practice

Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this insurance should be referred to Us in the first instance. If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone Number: (02) 9223 1433

If Your claims dispute remains unresolved You will be referred to the **Claims Review Panel Scheme** operated by **Financial Ombudsman Service** under the terms of the General Insurance Code of Practice. For other disputes You will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

The law that applies to this insurance

We agree that:

- (i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and We will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon Us may be served upon:
Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21 Angel Place
123 Pitt Street, Sydney NSW 2000
that has authority to accept service and to appear on Our behalf;
- (iii) if a suit is instituted against any of the underwriters, all underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

What to do if You wish to make a Claim

1. Get a claim form from DAN Asia-Pacific, 49A Karnak Rd. (PO Box 384) Ashburton, Victoria 3147, Australia, Tel: +61-3-9886 9166, Fax: +61-3-9866 9155. Complete the form in full. **Please answer all questions.** If You don't, the claim form may have to be returned to You. That would delay settlement of Your claim.

2. Ask the hospital and/or doctor to complete the reverse side of the form and return it to You. The provider can attach an itemised bill instead.
3. Attach any other bills that apply to the claim. It is important that they contain the right information.
4. If You received a payment from any other Insurance You must send an **Explanation of Benefits** with Your bills before Your claim can be settled.

Please do not submit CANCELLED cheques or cash register tapes. They do not contain the information necessary to process a claim.

It is also important that You also read Part 3 of this policy which sets out the conditions with which You must comply if an Insured Person suffers Bodily Injury or Illness.

Who can cancel this policy

You may cancel this policy at any time by requesting cancellation to Us in writing. If You cancel the policy We will refund the premium for the unexpired Period of Insurance subject to Our normal short period charges and administration fees. We may cancel this policy for any of the reasons allowed to Us under the Insurance Contracts Act 1984.

If We cancel this policy:

- (i) written notice will be sent to the You, and
- (ii) cancellation will take effect at 4pm on the third business day after the day on which the notice is given to You or, if the notice of cancellation is given by post, the day on which it would have been delivered to You in the ordinary course of post, and
- (iii) We will refund the premium for the unexpired Period of Insurance subject to Our normal short period charges and administration fees.

Waiting Period:

None except where You are confined in a medical institution on the date Your Insurance would normally take effect. In this case, the Insurance will take effect on the date of Your discharge from the medical institution. Also refer to the restrictions on cover under Section 1 for Hyperbaric Chamber Treatment Charges in connection with any Pre-existing Condition.

DEFINITIONS

Whenever used in this Policy, the following terms have the special meaning given to them:

Accident means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place during a covered dive.

Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Arterial Gas Embolism (AGE) means signs and symptoms due to gas entering the arterial system as a result of overpressurization of gas-containing body structures during diving.

Bodily Injury means injury of a bodily nature which (i) is sustained by an Insured Person during the Period of Insurance; (ii) is caused by an Accident; and (iii) solely and independently of any other cause, except Illness directly resulting from, or medical or surgical treatment rendered necessary by that injury, occasions the death or disablement of that Insured Person within twelve calendar months from the date of the Accident by which that injury is caused.

Certificate of Insurance is the Certificate of Insurance or DAN AP member enrolment card issued to You when you take out this insurance or when You renew or endorse the policy. The Certificate of Insurance or enrolment card sets out the details of Your insurance which are specific to You. Marsh & McLennan Pty Ltd, in accordance with the authority granted to them under the Contract BO775RC869912, issues the Certificate of Insurance.

Commercial Diver means any diver who undertakes diving for payment or reward other than when diving while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS). A commercial diver does not include divemasters or scuba instructors supervising recreational diving activities or underwater photographers.

Contract No. BO775RC869912 is a contract, which bears the seal of Lloyd's Policy Signing Office, between Us and Marsh & McLennan Pty Ltd under which We authorise Marsh & McLennan Pty Ltd to issue policies on Our behalf. Each underwriter and his or her heirs, executors or administrators is liable only for his or her proportion of any claim made under this policy. The names and proportions of the underwriters are detailed in the contract. We will supply You with details of these underwriters if You request Us to do so.

Covered Dive means a recreational dive or diving while a scuba instructor, dive master, underwater photographer, or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS). A Covered Dive begins upon entry into the water and ceases upon exit from the water. A Covered Dive must begin while Insurance is in force.

Custodial Care means care: (1) provided primarily for the maintenance of the Insured Person; (2) that is essentially designed to assist the Insured Person in the activities of daily living. It does not include care primarily provided for its therapeutic value in the treatment of Injury.

Decompression Sickness (DCS) means signs and symptoms due to gas in the tissues resulting from diving.

Decompression Illness (DCI) means DCS or AGE.

A *Dive* begins when a person enters the water to commence a scuba diving activity or snorkeling activity and ends when the person exits the water at the end of that particular activity.

Diving Accident means an Illness or Bodily Injury that occurs during a Covered Dive.

Diving Medical Certificate means a medical certificate for diving issued by a physician in accordance with the guidelines of the South Pacific Underwater Medicine Society (SPUMS) or equivalent standards.

Diving Student means a person who participates in a course of instruction that leads to diving certification. The course of instruction must be under the direction of an approved organization. The course of instruction must be of limited duration (usually six weeks or less) and have a very limited number of open water dives (usually four to five).

Eligible Persons means Commonwealth of Australia citizens and residents aged 12 years or older at commencement of the policy, who are not commercial divers.

Home Country means the country from which the Insured Person holds a passport. Where the Insured Person holds no passport or more than one passport, the Home Country will be the country in which the Insured Person has declared with Us or DAN AP.

Hospital means an Institution constituted, licensed and operated as set forth in the laws that apply to Hospitals, that: (1) provides Room and Board and nursing care for its patients; (2) has a staff with one or more Physicians available at all times; (3) provides 24-hour nursing service; (4) maintains on its premises all the facilities needed for the diagnosis, medical care and treatment of Injury; and (5)

has organised facilities on its premises for major surgery. No claim for treatment, care or services rendered in a Hospital will be denied solely because the Hospital lacks major surgical facilities. The term Hospital does not include an Institution, or that part of an Institution, used mainly for: (1) nursing care; (2) rest care; (3) convalescent care; (4) care of the aged; (5) Custodial Care; or (6) educational care.

Hyperbaric Chamber means a pressure vessel approved for recompression of Diving Accident victims and/or the use of hyperbaric oxygen therapy. It must be approved for recompression of arterial gas embolism or decompression sickness.

Illness means sickness or disease of any kind contracted and commencing while the Insured Person's coverage under this policy is in force.

Inpatient means an Insured Person who is confined in a Hospital and is charged for Room and Board.

Institution means a facility, operating within the scope of its license, whose purpose is to provide organised health care and treatment to an Insured Person, such as a Hospital, convalescent or skilled nursing facility, ambulatory surgical centre, or any other such facility that We approve.

Insured Person means any person described in the Certificate of Insurance or DAN AP member enrolment card as an Insured Person.

Insurer means certain underwriters at Lloyds in accordance with Contract No. BO775RC869912.

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. 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 Injury means any Bodily Injury that occurs while the Insured Person is diving or snorkeling and is a direct result of that activity.

Medically Necessary services, supplies, care or treatment means services, supplies, care or treatment received while the Insured Person is insured under this Policy, which are determined by Us to be: (1) appropriate and necessary for the symptoms, diagnosis or direct care and treatment of a Diving Accident; and (2) provided for the diagnosis or direct care and treatment of a Diving Accident; and (3) within standards of good medical practice within the organised medical community; and (4) not primarily for the convenience of the Insured Person, the Insured Person's Physician or another provider; and (5) 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 safe and adequate care cannot be received as an Outpatient or in a less intensified medical setting.

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 that same numbered day of the following Month.

Nuclear, Biological or Chemical Terrorism means the intentional use of nuclear agents such as nuclear bombs or detonation of a conventional explosive, and/or the intentional use of chemicals, and/or the dissemination of microorganisms or toxins derived from living organisms to produce disease or death in humans, animals or plants.

Nurse means (1) Registered Nurse (R.N.); or (2) Licensed Practical Nurse (L.P.N.); or (3) Licensed Vocational Nurse (L.V.N.), licensed by the State Board of Nursing or equivalent in accordance with the law of the country where the care is being provided.

Outpatient means an Insured Person who receives care in a Hospital or other Institution, including: ambulatory surgical centre; convalescent or skilled nursing facility; or Physician's office for a Bodily Injury, but who is not confined and is not charged for Room and Board.

Period of Insurance means the period stated in the Certificate of Insurance or on the DAN AP member enrolment card.

Physician means: (1) a legally licensed Doctor of Medicine or Doctor of Osteopathy; or (2) any other legally licensed practitioner of the healing arts rendering services: (a) that are covered under the Policy; (b) for which benefits are required by law to be provided when rendered by such a practitioner; and (c) that are within the scope of his or her license. The term Physician shall also include a licensed physiotherapist practicing within the scope of his or her license. This term does not include: (1) You; or (2) Your dependent; or (3) Your or Your spouse's parent, child, sister or brother; or (4) Your dependent's spouse, parent, child, sister or brother.

Predisposing Medical Condition means any medical condition existing prior to the Effective Date of Insurance that may predispose the Insured Person to a Diving Accident. Such Predisposing Medical Conditions include, but are not limited to, epilepsy, diabetes, any other condition that could cause a person to become unconscious underwater, asthma, pulmonary disease or injury, cardiovascular disease, cardiac conditions, previous decompression illness and major surgery.

Pre-existing Condition means a medical condition that existed and for which diagnosis, treatment and/or medication was received within the 12 Months immediately preceding the effective date of insurance.

Pulmonary Barotrauma means over distension and rupture of the lungs resulting from expanding gases during ascent from a dive.

Reasonable and Customary Charge(s) means charges made for medical services and supplies that are required for the care of the Insured Person that: (1) are normally charged by the provider for these services and supplies; (2) but not to exceed the amount normally charged within the same geographic region by most providers of similar services and supplies. Consideration will be given 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 the maximum Reasonable and Customary Charge. If Other Insurance exists, the most We will pay is the Reasonable and Customary Charge less what is paid by Other Insurance.

Rebreather means closed, or semi-closed underwater breathing apparatus.

Recompression Treatment means treatment for decompression illness in a recompression chamber.

Repetitive Dive Series means dives undertaken without a surface interval of at least 72 hours.

Room and Board means: (1) room and meals; and (2) all general nursing services that are required for the care of Inpatients in a Hospital or other Institution. Charges for Room and Board must: (1) be billed by the Hospital or other Institution on its own behalf; and (2) be made at a daily or weekly rate that is based on the type of room required.

Scuba Diving Activity means any underwater activity involving the use of self-contained underwater breathing apparatus.

Surface Interval means the time spent out of the water between dives.

Totally Disabled means the inability of the Insured Person to perform the material and substantial duties of any occupation for which he or she is or can be reasonably fitted by education, training or experience.

We/Our/Us means the Insurer through its agent Marsh & McLennan Pty Ltd ABN 33 000 668 584 GPO Box 2637, Adelaide SA 5001.

You and Your means the Insured shown in the Certificate of Insurance or on your DAN AP member enrolment card.

SECTION 1: MEDICAL COVERAGE

IMPORTANT:

By virtue of the *Private Health Insurance Act, 2007*, the *Medical Insurance* cover referred to in the *DAN Dive Injury Insurance* plans is not available to Australian Members in respect to hospital treatment, medical and health services, medical, surgical and prosthetic equipment and appliances, drugs and medicines or ambulance services provided in Australia.

COVERAGE

We shall pay the Benefits Payable for Covered Medical Charges incurred by an Insured Person as a result of a Diving Accident during the Period of Coverage for the Insured Person, subject to the restrictions described below for Standard Insurance Plan, Master Insurance Plan and Preferred Insurance Plan.

Standard Insurance Plan

Where the Insured Person is insured under the Standard Insurance Plan, We will pay only for Covered Medical Charges incurred due to DCI only and only if due to a Diving Accident incurred within the 40 metre limit.

Master Insurance Plan

Where the Insured Person is insured under the Master Insurance Plan, We will pay only for Covered Medical Charges that are incurred due to Decompression Sickness (DCS), Arterial Gas Embolism (AGE) or Pulmonary Barotrauma caused by a scuba diving activity or snorkeling activity; or, any Bodily Injury that occurs in the water and is a direct result of a scuba diving or snorkeling activity sustained during a dive or Repetitive Dive Series to a maximum depth of 50 metres.

Preferred Insurance Plan

Where the Insured Person is insured under the Preferred Insurance Plan, We will pay only for Covered Medical Charges that are incurred due to Decompression Sickness (DCS), Arterial Gas Embolism (AGE) or Pulmonary Barotrauma caused by a scuba diving activity or snorkeling activity; or, any Bodily Injury that occurs in the water and is a direct result of a scuba diving or snorkeling activity sustained during a dive or Repetitive Dive Series to a maximum depth of 50 metres or to a maximum depth of 100 metres if the Insured Person held appropriate certification, and was using appropriate breathing gas mixes and equipment for the dive or dives undertaken.

COVERED MEDICAL CHARGES

Covered Medical Charges means charges that are:

- (1) incurred for Medically Necessary services, supplies, care or treatment, and
- (2) prescribed, performed or ordered by a Physician, and
- (3) Reasonable and Customary Charges, and
- (4) incurred while You are insured under the Policy, and
- (5) up to any maximums shown in the **Schedule of Benefits**, including only these charges:

Hospital Charges for Room and Board and general nursing care, including hyperbaric chamber treatment; and other Inpatient and Outpatient services and supplies. These do not include charges for professional services; and confinement in an Intensive Care Unit. Such confinement must be: (1) ordered by a Physician; and (2) due to an injury that requires special medical and nursing treatment not generally provided to other Inpatients of the Hospital. The amount payable for Room and Board is the Daily Room Allowance shown in the Schedule of Benefits.

Local Ambulance Charges for transportation within 50 miles from place of residence of a Insured Person by a professional ambulance service to the nearest Hospital where appropriate treatment can be given.

Ambulatory Surgical Charges for necessary services and supplies if: (1) these charges are due to surgery; and (2) benefits for these charges would have been payable if the surgery had been done in a Hospital.

Surgeon's Charges by a Physician for the performance of surgical procedures.

Physician's Charges for hyperbaric chamber treatment, medical care and surgical operations.

Anaesthesia Charges and its administration when these are not covered as Hospital charges.

Nursing, Physiotherapy, and Occupational Therapy Charges for private duty nursing care by a Nurse; and treatment by a licensed physiotherapist; and treatment by a licensed occupational therapist.

Radiological and Laboratory Charges for X-rays, radiological treatment and diagnostic laboratory tests.

Medical Supply Charges for oxygen; and casts, splints, trusses, braces, crutches, and surgical dressings; and artificial eyes and limbs for the initial replacement of natural eyes and limbs severed while insured; and rental of manually operated wheelchairs and hospital beds, oxygen equipment and other durable medical equipment that is used solely by the Insured Person for the treatment of his or her Injury. We may, at their discretion, approve purchase of such items.

Hyperbaric Chamber Treatment Charges Up to the Reasonable and Customary Charges for the region where service was provided. Charges in connection with any **Pre-existing Condition** are covered only after an **initial period of coverage**. An **initial period of coverage** is a period of twelve consecutive months ending while the person is insured under the Policy and during which no **medical services** for the condition were received. The term **medical services** includes, but is not limited to, diagnosis, treatment and/or medications. Benefits following the **initial period of coverage** for Pre-existing Conditions are considered for payment as regular benefits.

Charges in connection with **Manipulative Therapy** limited to a Calendar Year Maximum of AUD\$500 and payable at a covered charge of AUD\$50 per visit, up to ten visits.

BENEFITS PAYABLE

The Benefits Payable for Covered Medical Charges are equal to 100% of the Covered Medical Charges, which are not payable by any other method of coverage. The total amount payable for any one Insured Person will not be more than the Maximum Benefit, less the amount payable by any other method of coverage.

Where the Insured Person is insured under the Standard Insurance Plan or the Master Insurance Plan, the Maximum Benefit is the maximum aggregate amount that will be paid for the Insured Person during the total period that the Insured Person is covered under this policy, regardless of the number of Periods of Coverage which apply.

Where the Insured Person is insured under the Preferred Insurance Plan, the Maximum Benefit is the maximum amount that will be paid for each Diving Accident suffered by any one Insured Person.

The **Schedule of Benefits** shows the Insured Percentages and the Maximum Benefits that apply to this Insurance.

SCHEDULE OF BENEFITS

STANDARD INSURANCE PLAN Applicable for DCI Only

<i>Medical Insurance</i>	<i>Amount of Insurance</i>
Covered Medical Charges	
Insured Percentage	100%
Maximum Benefit	
All Insured Persons other than Diving Students	Up to AUD\$50,000
Diving Students	Up to AUD\$20,000
Daily Room Allowances (subject to Maximum Benefit)	
Maximum Hospital Daily Room Allowance	Average Semi-Private Room Rate
Maximum Intensive Care Unit (ICU) Daily Allowance	Two Times Daily Room Rate

MASTER/PREFERRED INSURANCE PLANS Diving Students Excluded

<i>Medical Insurance</i>	<i>Amount of Insurance</i>
Covered Medical Charges	
Insured Percentage	100%
Maximum Benefit	
All Insured Persons in Master Plan	Up to AUD\$150,000
All Insured Persons in Preferred Plan	Up to AUD\$300,000
Daily Room Allowances (subject to Maximum Benefit)	
Maximum Hospital Daily Room Allowance	Average Semi-Private Room Rate
Maximum Intensive Care Unit (ICU) Daily Allowance	Two Times Daily Room Rate

Note: The Maximum Benefit will apply to all Insured Persons. If an Insured Person elects to transfer from one Medical Insurance Plan to another, the new

Maximum Benefit will apply. An Insured Person cannot elect to transfer from one Medical Insurance Plan to another if a claim has occurred.

EXCLUSIONS APPLICABLE TO ALL SECTIONS

- (A) No benefits will be paid under any plan for charges in connection with:
 - (1) services or supplies for which an Insured Person is not required to pay.
 - (2) charges made only because Insurance exists.
 - (3) an Injury for which benefits are paid or payable under Workers' Compensation or any Occupational Disease or similar law whether such benefits are insured or self-insured.
 - (4) any act of war, if declared or not.
 - (5) Custodial Care.
 - (6) drugs and medicines 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 Reasonable and Customary Charges for the services and supplies furnished.
 - (8) Hospital services and supplies when confinement is solely for diagnostic testing purposes; or costs incurred after 12 months from the date of accident.
 - (9) a dive, or one or more dives as part of a Repetitive Dive Series, which exceeds the maximum depth specified under the policy taken out by the Insured Person.
 - (10) any medical charges incurred later than 12 months immediately following the date of the Illness or Bodily Injury.
 - (11) nervous, emotional or mental disorders.
 - (12) a Bodily Injury or Illness that occurs after drug and alcohol use except those prescribed by a physician.
 - (13) medical exams not required for treatment of any Injury or Illness.
 - (14) routine eye or hearing exams, eye refractions, eye glasses, contact lens, hearing aids or any type of external appliances used to improve visual or hearing acuity and their fittings.
 - (15) cosmetic or reconstructive procedures, and any related services or supplies, which alter appearance but do not restore or improve impaired physical function.
 - (16) care, treatment, services or supplies: (a) not prescribed by a Physician; or (b) not Medically Necessary; or (c) resulting from a Predisposing Medical Condition that was not declared in writing to DAN AP, at the time of application for the insurance or communicated to DAN AP in writing if the condition arose during the period of the policy; or (d) mainly for the purpose of medical or other research; or (e) received from a Nurse which do not require the skill and training of a Nurse; or (f) to the extent that benefits are payable under other provisions of this Policy; or (g) provided or paid for by any government's civilian employees and their dependents; or (h) reordered by a family member.

- (17) an Act of Terrorism involving the use or release or threat of any nuclear weapon or device or chemical or biological agent.
 - (18) undertaking a dive, a Repetitive Dive Series, a scuba diving activity or snorkeling activity against the advice of a Physician.
 - (19) flying within a Surface Interval shorter than the required interval specified in the most recent Divers Alert Network Flying After Diving Guidelines.
 - (20) flying within 72 hours of Recompression Treatment or within a longer period if so specified by the treating Physician.
 - (21) undertaking a dive, a Repetitive Dive Series, a scuba diving activity within a minimum period of six weeks after the completion of Recompression Treatment.
 - (22) undertaking a dive, a Repetitive Dive Series, a scuba diving activity without first obtaining a clearance to return to diving from the treating physician after undergoing Recompression Treatment.
 - (23) undertaking a dive, a Repetitive Dive Series, a scuba diving activity or snorkeling or breathhold diving activity as part of preparation for a contest, competition, record attempt, trial or experiment related to achieving depth or endurance records on compressed gas or breathhold.
 - (24) undertaking a dive, a Repetitive Dive Series, a scuba diving activity or snorkeling or breathhold diving activity in a manner which the Insured Person knew, or reasonably should have known would expose them to an obvious risk of suffering a Bodily Injury or Illness.
- (B) No benefits will be paid under specific plans for charges in connection with:
- (1) Under the **Standard Insurance Plan** - services and supplies for any Bodily Injury or Illness other than DCI.
 - (2) Under the **Master and Preferred Plans** - services and supplies for a Bodily Injury or Illness not due to:
 - a) Decompression Sickness (DCS), Arterial Gas Embolism (AGE), or Pulmonary Barotrauma caused by a scuba diving or snorkeling activity;
 - b) Any Bodily Injury that occurs in the water and is a direct result of a scuba diving or snorkeling activity;
 - c) Diving within the depth, training and breathing gas requirements of the particular policy.
- (C) No benefit payment shall be made under any plan for charges to which Section 121 of the Private Health Insurance Act 2007 or by any rules made thereunder.

IMPORTANT: By virtue of the *Private Health Insurance Act 2007*, the *Medical Insurance* cover referred to in the *DAN Dive Injury Insurance* plans is not available to Australian Members in respect to hospital treatment, medical and health

services, medical, surgical and prosthetic equipment and appliances, drugs and medicines or ambulance services provided in Australia.

SECTION 2: DEATH AND DISABILITY COVERAGE (Dive Injuries Only)

Accidental Death & Dismemberment and Permanent Total Disability for Injuries during Covered Dives Only.

The insurance provided by this Policy is limited to the amounts indicated in this Schedule of Benefits and is only provided with respect to Insured Persons who are eligible persons.

COVERAGE

Accidental Death and Dismemberment Indemnity

We shall pay the Indemnity listed in the Table of Losses if an Insured Person sustains a loss stated therein resulting from Bodily Injury; provided that:

- i. the loss occurs within 365 days after the date of accident causing such loss;
- ii. the indemnity payable for any such loss shall be the amount stated opposite such loss in the Table of Losses. The Principal Sum shall be the amount stated as the Principal Sum for ***Accidental Death & Dismemberment*** in the Schedule of Benefits; as it may be applicable to such Insured Person and this Indemnity; and
- iii. if more than one loss stated in the Table of Losses is sustained as the result of one accident, only one amount, the largest, shall be payable.

Permanent Total Disability Benefit

If an Insured Person gives the Us written proof that Permanent Total Disability:

- i. resulted from a covered Bodily Injury received before attaining the age of 65;
- ii. began within 365 days from the date of accident;
- iii. continued without interruption for at least one year; and
- iv. is reasonably expected to continue without interruption until he or she dies;

We will pay the Principal Sum for ***Permanent Total Disability*** shown in the Schedule of Benefits.

Any amount otherwise payable under this benefit will be less any amount paid or payable under the Accidental Death and Dismemberment Indemnity provided in the Policy for loss suffered due to the same accident.

Permanent Total Disability: means the Insured Person's inability to perform the material and substantial duties of any occupation for which he or she is or can be reasonably fitted by education, training and experience.

TABLE OF LOSSES

Description of Loss

For Loss of	Indemnity
Life	100% of Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	100% of Principal Sum
One Hand and One Foot	100% of Principal Sum
Either Hand or Foot and Sight of One Eye	100% of Principal Sum
Either Hand or Foot	50% of Principal Sum
Sight of One Eye	50% of Principal Sum

The term "loss" as used herein shall mean, with regard to hands and feet, actual severance through or above wrist or ankle joint, and with regard to eyes, entire irrecoverable loss of sight.

SCHEDULE OF BENEFITS

Accidental Death & Dismemberment for Injuries during Covered Dives Only

Principal Sum

Standard Insurance Plan	none
Master/Preferred Insurance Plans	AUD\$10,000

Permanent Total Disability for Bodily Injuries during Covered Dives Only

Principal Sum

Standard Plan	none
Master/Preferred Insurance Plans	AUD\$10,000

DISAPPEARANCE

If the body of an Insured Person has not been found within one year of the disappearance; forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed, subject to all other terms and provisions of this Policy; that such Insured Person shall have suffered Loss of Life for the purpose of this Accidental Death and Dismemberment Indemnity. If the Insured Person is subsequently found alive, any benefits paid for Loss of Life shall be returned.

EXPOSURE TO THE ELEMENTS

If by reason of a Bodily Injury covered by the Policy, an Insured Person is unavoidably exposed to the elements and as result of such exposure the Insured Person suffers a loss for which indemnity is otherwise payable thereunder; such loss will be covered under the terms of the Policy.

EXCLUSIONS APPLICABLE TO SECTION 2

For the Accidental Death and Dismemberment Indemnity and Permanent Total Disability Benefit, the Policy does not cover any loss, fatal or non-fatal; caused by or resulting from:

1. traveling against the advice of a Physician;
2. intentionally self-inflicted injury;
3. suicide or attempted suicide; while sane or insane;
4. war or any act of war; declared or undeclared;
5. service in the military, naval, or air service of any country;
6. illness, disease, pregnancy, childbirth, miscarriage or any bacterial infection other than bacterial infection occurring from an accidental cut or wound;
7. piloting or acting as a crew member or riding in any aircraft; except as a fare-paying passenger on a scheduled airline.
8. diving with a Predisposing Medical Condition that was known by the Insured Person and not declared in writing to DAN AP.
9. diving with a Rebreather (only Accidental Death Benefit excluded)

SECTION 3: CONDITIONS

Notice of Claim

Written notice of a claim must be sent to DAN AP within: (1) 20 days after the date of the event for which the claim is made; or (2) as soon as is reasonably possible. This notice must give enough information to identify the Insured Person.

Physical Examination and Autopsy

We, at our expense, have the right to have a Physician of their choice examine any Insured Person as often as reasonably necessary while there is a claim pending. We also have the right to have an autopsy performed, unless it is not permitted by law.

Payment of Benefits

Benefits will be paid to You. They will be paid as soon as written proof of claim satisfactory to Us is received. You may ask Us to pay the benefits on a weekly basis. If any benefit has not been paid when You die, if You are a minor, or if You are legally incapable of giving a valid release for any benefit, We may pay all or part of the benefit to: (1) Your guardian; (2) Your estate; (3) any Institution or person (as payment for charges made in connection with the claim these benefits are paid for); or (4) any one or more persons among the following relatives: Your spouse, parents, children, brothers, or sisters. Payment of a claim to anyone described above releases Us from all further liability for that claim.

Right to Recovery

If payments for claims made by Us are more than the amount payable under the Policy, We may recover the overpayment. The Underwriters may seek recovery from one or more of: (1) any Insured Person to or for whom benefits were paid; (2) any other insurers; (3) any Institution, Physician or other provider of medical care; or (4) any other organization.

We shall be entitled to deduct the amount of any such overpayments from any future claims payable to the Insured Person to or for whom the overpayments were made.

DAN Asia-Pacific General Information

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