

## **PRODUCT DISCLOSURE STATEMENT (PDS)**

### ***DAN DIVE INJURY INSURANCE DESIGNED BY DIVERS ALERT NETWORK (DAN) Asia – Pacific Ltd (DAN AP)***

#### ***The Purpose of this PDS***

This PDS has been prepared to assist prospective customers (In this PDS referred to as “You” or “Your”) in understanding the insurance policy and making an informed choice about Your insurance arrangements including:

- Whether this product will meet Your needs and
- How this product compares with any other products You may be considering.

It sets out the significant features of the insurance policy, including its benefits, the risks and information on how the insurance premium is calculated. Please note that certain terms have specific meanings as set out in the Policy Wording. Where those terms are used in this Product Disclosure Statement, they will have the same meaning as under the Policy Wording.

#### ***Insurer***

The issuers and insurers of this product are certain Underwriters at Lloyds, London. (In this PDS referred to as “We”, “Us” or “Our”). You can obtain further details of the syndicate numbers and the proportions of the insurance for which each Underwriter at Lloyds is liable by contacting DAN AP. In the event a claim is payable under this policy, each Underwriter is only liable for their own proportion of the claim.

DAN AP is a Corporate Authorised Representative (CAR 269340) of Marsh Pty Ltd. Marsh Pty Ltd ABN 86 004 651 512 hold an Australian Financial Services Licence (AFSL No. 238983) to deal and advise on General Insurance. Our contact details within Australia for this policy are:

Divers Alert Network (DAN) Asia-Pacific Ltd

Location: 49A Karnak Rd, Ashburton, Victoria

Postal: PO Box 384 Ashburton, Victoria 3147, Australia.

Email: [membership@danasiapacific.org](mailto:membership@danasiapacific.org)

Website: [www.danasiapacific.org](http://www.danasiapacific.org)

Phone 61-3-9886 9166

Fax: 61-3-9886 9155

#### ***General Insurance Code of Practice***

We proudly support the General Insurance Code of Practice that sets the standards of practice and service for the insurance industry. It is Our aim to provide a quality service to You, Our customer. Full details about the Code are included in the Policy Wording.

### **How to make a Claim**

To make a claim please contact DAN AP when something happens that You believe that You can claim for. Full details about making a claim are included in the Policy Wording.

### **What to do if You have a dispute**

If You have a concern about the policy, Our decision on Your claim, Our service or the service of Our agents, adjusters or investigators, You may access Our internal disputes resolution process. To do so please contact:

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

If We are unable to resolve Your concern, You may request it to be reviewed by the insurance industry's review panel. This is a free service available to You by calling 1300 78 08 08. The review panel is administered by the Financial Ombudsman Service Ltd.

### **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.

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.

If Your policy is for an event that will start within the 14 day cooling-off period, You can only exercise Your right before the event starts or the expiry of the cooling-off period, whichever is the earlier. *For example, a dive or dive trip or in the case of travel insurance, the commencement of the journey is the event.*

### **Your Privacy**

We treat Your personal information with care. We will not release Your personal information to anyone else other than another insurer, an insurance reference service, or as permitted or required by law. In the event of a claim, we may disclose information to and/or collect additional information about You from investigators or legal advisers.

### ***Policy Details***

Coverage under this policy is not compulsory. Members who elect to purchase the cover will be provided with a Policy Wording that details the coverage provided. You will also receive a DAN AP member enrolment card which details the Plan selected.

### ***Purpose of Cover***

This policy only provides cover for DAN AP Members, whose home is in Australia and who are over 12 years of age and only provides protection as a result of a covered diving accident. It is designed for private and recreational divers and does not cover commercial diving operations.

The policy provides coverage for varying levels of medical expenses, hospital and associated costs provided outside Australia.

Within Australia the policy may cover some of the costs and expenses that are not subject to any Medicare coverage, where we are allowed to insure this under the *Private Health Insurance Act 2007* or any of the rules made thereunder. e.g. Hyperbaric services used without a referral.

This cover does not replace private health insurance and is designed as a “top up cover” and will only pay after all other applicable insurance covers have been exhausted.

Optional cover for death, dismemberment and permanent total disablement is also available.

### ***How to Apply for Insurance***

Complete Our application form and forward it to DAN AP at the address shown above. If Your application is accepted, We will send You a Policy Wording and a DAN AP member enrolment card that sets out the details of the insurance You have taken out. Please keep the relevant documents in a safe place.

### ***GST and Taxation***

Prices quoted include GST. Government charges such as Stamp Duty are already included in the pricing of the product.

### ***Significant Features and Benefits***

- No waiting period for any component of cover, except for:
  - Hyperbaric Chamber Treatment Charges in connection with pre-existing diving related conditions (12 months waiting period), or
  - if You are confined in a medical institution when Your cover is accepted, the insurance will not actually start until You are discharged.
- Worldwide coverage for diving activities
- Pays for a broad range of medical, hospital and ancillary costs
- Includes the support of the International DAN Network
- Coverage available for students and eligible dependents upon request
- Variable breadth and levels of cover as summarised in the table below:

	<b>Standard</b>	<b>Master</b>	<b>Preferred</b>
<b>Dive depth limit</b>	40 Metres	50 Metres	100 Metres
<b>Medical /Hospital/ Ancillary Costs</b>	up to AUD\$50,000 (Student up to AUD\$20,000)	up to AUD\$150,000	up to AUD\$300,000
<b>Death/Permanent &amp; Total Disability</b>	No Cover	up to AUD\$10,000 Disability up to age 65	
<b>Cover triggered by</b>	Decompression Sickness or Arterial Gas Embolism	<b>Standard</b> triggers plus any other dive or snorkel-related injury	

### ***What is Not Covered***

This policy only provides cover for injury sustained in a Diving Accident. It will not provide coverage however for all Diving Accidents. You should read the Policy Wording for full details. A summary of the main exclusions for which there is no cover include injury or death connected with:

- Commercial divers (other than divemasters and instructors supervising recreational diving activities, underwater photographers and certain research divers), or incidents that are covered by Your Workers Compensation.
- Any act of war or terrorism.
- Nervous, emotional or mental disorders
- Flying after diving after a period less than that recommended by the most recent DAN guidelines for flying after diving
- Flying within 72 hours of recompression
- Use of alcohol or drugs
- predisposing medical conditions, unless declared by You and We specifically accept.

There is no cover provided under the policy for recognised unsafe or high risk diving practices including:

- Diving against doctors advice
- Diving within 6 weeks of recompression treatment or without dive medical clearance,
- Diving as part of depth or endurance contests/records etc,
- Diving where there is an obvious risk of injury or illness.
- Death where a rebreather is used.

There are also various costs that may be associated with a diving accident that are not covered such as;

- Custodial care and drugs or medicines available without prescription
- Medical and Hospital costs incurred more than twelve months after the illness or injury
- Charges that are more than reasonable and customary.
- Any medical, hospital or associated treatment costs provided in Australia in accordance with the Private Health Insurance Act 2007 or any of the rules made thereunder.

**Significant Risks****Policy Limits**

Limits apply to all of the covers provided under the policy. There are specific limits in total and for varying components of medical, hospital and associated costs as well as limits on the amounts payable for Death and Disability covers. In some cases the limits provided under the policy may not cover all of the expenses You incur.

Coverage limits are expressed in Australian Dollars.

**Disclosure**

You have certain disclosure obligations that You need to comply with. Failure to comply with these obligations may have consequences in terms of both Your insurance cover or in the event of a claim. You need to tell us anything that You know, or should know, that would affect our decision to insure You and/or on what terms on which we insure You. Examples of such information include previous decompression illness or a pre existing or predisposing medical condition. Full details of Your obligations and the consequences of not complying with these obligations are outlined in the Application Form and on the website ([www.danasiapacific.org](http://www.danasiapacific.org)).

**Limited Cover**

As set out in this PDS, cover under the policy is limited solely to injury or death arising out of Covered Diving Accidents. This policy is not a replacement for Travel, Personal Accident or Private Health Insurance.

**Cancellation**

If We, within our legal rights, decide to cancel or not renew the Policy Your insurance coverage may be terminated prior to the expiration of the twelve months cover that You have paid the premium for. In such cases We will provide DAN AP with a minimum of 90 days notice of such cancellation and You will receive a full pro rata refund of any unexpired premium.

**Costs**

The premium and associated government charges payable by You in Australian dollars will be advised to You at the time of purchase. The key factors that determine the premium calculated are reflected in the level of cover (Standard/Master/Preferred) that You select at the time of Your enquiry or application.

**Date Prepared**

This PDS was prepared on the 20 November 2008.