



c/o HSBC Financial Services (Cayman) Limited
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Cayman Islands

DAN – ASIA PACIFIC DIVING ACCIDENT INSURANCE PLAN

EVIDENCE OF INSURANCE – INDIVIDUAL CERTIFICATE

READ THIS EVIDENCE OF INSURANCE – INDIVIDUAL CERTIFICATE CAREFULLY

The **DAN Student Membership Plan** provides up to US\$20,000 coverage for decompression illness (DCI) sustained on a dive or a Repetitive Dive Series during open water diver training with a Registered Instructor. The maximum depth of all dives undertaken during the training must not exceed eighteen (18) meters.

Coverage under this plan is secondary coverage. After any other insurance you may have, the DAN Student Membership Plan pays 100% of all remaining Covered Medical Charges up to the limits of coverage.

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CERTIFYING CLAUSE

Accident & General Insurance Company, Ltd. (“AGI”) has issued a Group Diving Accident Insurance Policy (the “**Group Policy**”) to Divers Alert Network (DAN) Asia-Pacific Limited for Your benefit. AGI hereby certifies that You, subject to acceptance of Your enrollment application and payment of the premium due, are insured for benefits as provided under this Certificate. For a copy of the Group Policy, contact AGI at the address above.



INCORPORATION PROVISION

The provisions of the Group Policy and all amendments to the Group Policy after its effective date are incorporated into and made part of this Evidence of Insurance – Individual Certificate (“Certificate”).

Administered By: Divers Alert Network (DAN) Asia-Pacific Limited (“DAN – AP”)
ABN 67 066 827 129

Underwritten By: Accident & General Insurance Company, Ltd. (“AGI”, “Underwriters”)

This Evidence of Insurance highlights your group diving accident insurance benefits from AGI under Group Policy Number GDA110-SMP. This Evidence of Insurance does not constitute a contract of insurance and is subject in every respect to the terms of the Group Policy. If there is a conflict between this Evidence of Insurance and the Group Policy, the provisions of the Group Policy will govern.

SCHEDULE OF INSURANCE

For persons eligible to be insured under Group Policy Number GDA-110-SMP dated October 1, 2010 and issued to:

Divers Alert Network (DAN) Asia – Pacific Limited (“Policyholder”)

WAITING PERIOD

Coverage does not go into effect for any illness or injury resulting from or materially contributed to, directly or indirectly by any diving or other activity in which the applicant engaged prior to and up to the time of acceptance of the application by DAN - AP, regardless of the date on which any claim for cover is made by or on behalf of the Insured Person. In such a case, the Insurance will take effect on the date of his or her complete recovery from the injury.

CLASSIFICATION OF ELIGIBLE PERSONS

Applicants who are between 14 and 60 years of age, and who are undergoing open water diver training in the Region, excluding Australia.

The benefits payable under this Group Policy will be secondary to benefits payable under any other method of coverage.

You will be eligible for Insurance on the Effective Date of the Group Policy if You are an eligible person on that date, the appropriate premium has been paid, and the application has been accepted and processed by DAN – AP.



EFFECTIVE DATE

Coverage will begin at 12:01 a.m. Local Time at the Policyowner's Residence on the date acceptance is confirmed by the Underwriters or its agent. The duration of coverage is forty-two (42) days.

TERMINATION OF INSURANCE

This Insurance will automatically terminate on the earliest of:

- a) the date the Group Policy terminates; or
- b) the last day of the period for which the Insured Person's premium has been paid (which is a maximum of 42 (forty-two) days from the commencement of the Policy or at the end of the training course, whichever occurs earlier; or,
- c) retroactive to the date of commencement of coverage should it be determined that the Insured Person has made a false or materially inaccurate statement on the Medical Declaration Form.

No payment shall be made for any charges incurred after the date this Group Policy is terminated, except as provided in any extended benefits provision of this Group Policy.

GEOGRAPHIC AREA OF COVERAGE

This Group Policy covers Insured Persons who reside within the Asia-Pacific Region (excluding Australia) except as otherwise specifically limited in this Certificate or the Group Policy.

(End of Schedule of Insurance)



DEFINITIONS

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 diving.

Covered Dive means a recreational dive or diving while a scuba instructor, dive master, underwater photographer, or while performing research for a state or national government agency or university and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS) or any other recognized scientific body. A Covered Dive must begin while Insurance is in force and must comply with the following depth restrictions:

Maximum depth 50 meters or less

Custodial Care means care:

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

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

Decompression Illness (DCI) means Decompression Sickness (DCS) or Arterial Gas Embolism (AGE). Such illness must be a direct result of a Covered Dive that takes place while Insurance is in force.

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

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 injury that occurs during a Covered Dive, including DCI and Pulmonary Barotrauma.

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.

Eligible Person means a person that satisfies the eligibility requirements for the Policyholder. The classification of Eligible Persons is shown in the Policy Schedule.

Hospital means an Institution constituted, licensed and operated as a hospital that meets fully the following:



1. is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located;
2. is under the supervision of a medical staff and has one or more Physicians available at all times;
3. provides 24 hours a day service by registered graduate nurses (RN's);
4. maintains on its premises all the facilities needed for the diagnosis, medical care and treatment of Injury;
5. maintains organized facilities for major surgery or has facilities available to it on a pre-arranged basis; and,
6. provides 24 hours a day service by registered graduate nurses (RN's).

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: (i) nursing care; (ii) rest care; (iii) convalescent care; (iv) care of the aged; (v) Custodial Care; or (vi) educational care.

Hyperbaric Chamber means a pressure vessel approved for recompression of diving accident victims and/or use of hyperbaric oxygen therapy, specifically for use for recompression of AGE or DCS.

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

Injury means bodily injury caused solely and directly by violent, accidental, external and visible means occurring while the Insured Person's coverage under the Group Policy is in force, and resulting directly and independently of all other causes. Specifically excluded from coverage is any injury, resulting directly or indirectly, from an accident involving a motorcycle, motor scooter or moped.

Inpatient means an Insured Person who is confined as a registered bed-patient in a Hospital for whom a room and board charge is made.

Institution means a facility, operating within the scope of its license, whose purpose is to provide organized health care and treatment to a Insured, such as a Hospital, Convalescent or Skilled Nursing Facility, Ambulatory Surgical Center, or any other such facility that the Underwriters approve.

Insurance means the coverage that an Insured Person has under the Group Policy.



Insured Person means an Eligible Person or Eligible Dependent who has Insurance under the Group Policy.

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

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

In-water Injury means any injury that occurs while the Insured is diving or snorkeling and is a direct result of that activity.

Medical Declaration means the honest and accurate completion of the DAN A-P Student Membership Medical Declaration Form.

Medically Necessary or Medical Necessity means services or supplies received while insured that the Underwriter determines to be:

1. Appropriate and necessary for the symptoms, diagnosis or direct care and treatment of a Diving Accident;
2. Provided for the symptoms, diagnosis or direct care and treatment of a Diving Accident; and
3. Within standards of good medical practice within the organized medical community; and
4. Not primarily for the convenience of the Insured Person, Insured Person's Physician or another provider; and
5. The most appropriate supply or level of service that can safely be provided.

For Hospital stays, this means that acute care as an Inpatient is necessary due to the kind of services the Insured Person is receiving or the severity of the Insured Person's condition and that Outpatient Treatment would not be adequate to effectively treat the Insured Person.

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 a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN) who is licensed by the State Board of Nursing. For nursing services required outside the jurisdiction of the United States, Nurse means a healthcare practitioner providing nursing



services that is licensed or certified to provide such services in the country or district where the services are rendered.

Open Water Training means participation in an Open Water scuba certification program conducted under the sanction of an internationally recognized scuba certification agency. It does not include Advanced Open Water training or Resort/Discover Scuba or similar introductory programs.

Other Medical Expense Insurance means medical expense insurance provided by any other insurance or welfare plan or prepayment arrangements (including Blue Cross or Blue Shield plans), regardless of whether the other insurance is provided on an individual, family, or group basis, or through an employer, union or membership in an association. If insurance is provided on a provision of service basis, then, for purposes of this definition, the amount shall be that which the services rendered would have cost in the absence of the insurance. Other Medical Expense Insurance shall also mean third party liability coverage, including automobile medical plans.

Outpatient Treatment means Medically Necessary services and supplies provided to an Insured Person in a Hospital or other Institution, including: Ambulatory Surgical Center; Convalescent or Skilled Nursing Facility; or Physician's office for an Injury, when the Insured Person is not charged for room and board.

Physician means a medical practitioner of the healing arts who is licensed in the country or district where the services are rendered and operates within the scope of his or her license and provides services covered under the Group Policy. The term shall include a licensed physiotherapist, but shall not include the Insured Person or any person related to the Insured Person by blood, marriage, or adoption.

Predisposing Medical Condition means any medical condition existing prior to the effective date of Insurance that may predispose the Insured to a diving accident. Such Predisposing Medical Condition includes, but is 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 for medical services and supplies that are required for the care of the Insured that: (1) are normally charged by the provider for these services and supplies; and (2) do not exceed the amount normally paid by the DAN



International Preferred Provider Network (DAN IPPN) to providers of similar services and supplies. Consideration will be given to (1) the nature and severity of the condition for which the Insured 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 AGI will pay is the Reasonable and Customary Charge less what is paid by Other Insurance.

Recompression Treatment means treatment for DCI in a recompression chamber.

The **Region** covered by DAN – AP includes Australia, Brunei, Burma, Cambodia, China, Fiji, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Papua New Guinea, The Philippines, Singapore, Solomon Islands, Sri Lanka, Taiwan, Thailand, Vanuatu, Vietnam and certain other Asian and South Pacific nations.

Registered Instructor means a certified diving instructor who is currently registered with DAN-AP to offer the Student Membership Plan to his/her students in open water diver training.

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

Residence is that location where the Insured Person has his current home and principal establishment, where he has been living for at least the past three (3) months, and where he has a present intent to remain for at least an additional three (3) months. An Insured Person must declare their Residence and residential address at the time of application for insurance.

Room and Board means: (1) room and means; 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.

(End of Definitions)



SUMMARY OF BENEFITS

All benefits require premium payment by the Insured Person. The premium for the Student Member Plan is AUD\$15. All benefits are in U.S. Dollars.

Benefits	Student Member Plan
Medical Treatment for Decompression Illness (DCI)	Up to US\$20,000 lifetime maximum

MEDICAL TREATMENT FOR DECOMPRESSION ILLNESS

AGI will pay the benefits described below to an Insured Person, subject to the terms, conditions and limitations contained herein:

Student Membership Plan

100% of Reasonable and Customary Charges up to a Lifetime Maximum Benefit of US\$20,000 Per Insured Person for Covered Charges incurred for Decompression Illness.

Covered Medical Charges

AGI will pay 100% of the Covered Medical Charges described below, which are not payable by any other insurance, up to the Lifetime Maximum Benefit. Covered Medical Charges means eligible charges that are for Medically Necessary services, supplies, care, diagnosis, or treatment for a Diving Accident. The accident must occur while Insurance is in force. The expenses incurred as a result of the accident must be incurred within thirty (30) days of the accident. Such services, supplies, care or treatment must be prescribed, performed or ordered by a Physician. Charges for such services, supplies, care or treatment must be Reasonable and Customary. Eligible charges include:

1. Hyperbaric Chamber Treatment Charges as agreed by DAN-AP / National Baromedical Services (“NBS”). Such services must be approved in advance by DAN-AP/NBS to be eligible for reimbursement, unless there are exceptional circumstances.
2. Physician's charges for Hyperbaric Chamber Treatment, medical care and surgical operations.
3. Oxygen.

Limitations on Dive Accident Medical Coverage

No benefits are payable for charges for services and supplies for an Injury or Illness not due to:

1. DCS, AGE, or Pulmonary Barotrauma caused by an open water scuba diving training activity under the direct supervision of a Registered Instructor;



2. Diving within the depth requirements of the policy.
3. Participation in open water diver training.

GENERAL POLICY PROVISIONS

Notice of Claim: As soon as an Insured Person determines that they will require benefits (medical care, transportation, or other assistance) under this Group Policy due to an accident or illness, they will take steps to promptly contact DAN – AP by telephone or other means likely to result in immediate contact with DAN - AP. If the Insured Person fails to satisfy this notice requirement, the benefits payable under the Group Policy may be reduced or denied.

Written notice of claim must be sent to DAN – AP, 49A Karnak Rd. (PO Box 384) Ashburton, Victoria 3147, Australia, within (i) twenty (20) days after the date of the event for which the claim is made; or (ii) as soon as is reasonably possible. This notice must give enough information to identify the Insured and the nature of the claim. DAN - AP can provide further information on filing written notice.

Claim Forms: When DAN - AP receives the notice of claim, it will promptly send the Insured the forms to be used in filing proof of claim. If DAN - AP does not send these forms within fifteen (15) days, the Insured can meet the requirement for proof of claim by sending written proof satisfactory to DAN – AP of: (i) the occurrence of the loss; (ii) the, nature of the loss; and (iii) the extent of the loss. This proof must be given within the time limit stated in Proof of Claim below.

Proof of Claim: Written proof of claim satisfactory to DAN – AP must be given to the Underwriters within ninety (90) days after the date of the event for which the claim is made. If proof of claim is not sent within the time required, the claim will not be reduced or denied if it was not possible to send proof with this time. However, the proof must be sent as soon as reasonably possible. In any case the proof required must be sent to the Underwriters no later than one year following the ninety (90) day period specified unless the Insured was legally incapacitated.

Payment of Benefits: All benefits will be payable to the Insured, or his designee, immediately upon receipt of due written Proof of Claim. You may ask the Underwriter 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, AGI may pay all or part of the benefit to: (i) Your guardian; Your estate; (iii) any Institution or person (as payment for charges made in connection with the claim these benefits are paid for); or (iv) 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 the Underwriter from all further liability for that claim.

Physical Examination and Autopsy: AGI has the right to have a Physician of their choice examine any Insured as often as reasonably necessary while a claim is pending. AGI also has



the right to have an autopsy performed in the case of death, unless prohibited by law. These will be done at AGI's expense.

Termination of Policy: Termination is without prejudice to any claims that originate prior to the termination date.

Arbitration: All suits, actions or legal proceedings arising from the programs, benefits, or services provided through the programs (collectively "Controversies") shall be submitted to binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. No demand for arbitration can be brought to recover benefits until sixty (60) days have elapsed following submission of Your entire claim to the Underwriters. No claim may be brought after three (3) years from the date Your claim was submitted to the Underwriters.

Right to Recovery: If payments for claims made by AGI are more than the amount payable under the Group Policy, AGI may recover the overpayment. AGI may seek recovery from one or more of: (i) any Insured to or for whom benefits were paid; (ii) any other insurers; (iii) any Institution, Physician or other provider of medical care; or, (iv) any other organization. AGI is entitled to deduct the amount of any such overpayments from future claims payable to You.

Subrogation: If You are injured or becomes ill through the act or omission of another person and if benefits are paid under the Group Policy due to that injury or illness, then to the extent an Insured Person recovers for the same injury or illness from a third party, its insurer, or the Insured Person's uninsured motorist insurance, AGI will be entitled to a refund of all benefits that it has paid as a result of the injury or illness. AGI may assert a lien upon any recovery that the Insured Person receives, whether by settlement, judgment, or otherwise, and regardless of how such funds are designated. AGI seeks to have the right to recover the full amount of benefits paid under the Group Policy for the Injury or illness, and the amount shall be deducted from any recovery made by the Insured Person. AGI is not responsible for the Insured Person's attorney's fees or other costs.

Upon request, the Insured Person must complete any required subrogation forms and return them to AGI. The Insured Person must cooperate fully with AGI in asserting its right to recover. The Insured Person will be personally liable for reimbursement to AGI to the extent of any recovery obtained by the Insured Person from any third party should AGI assert a valid lien. If it is necessary for AGI to institute legal action against the Insured Person to recover under this provision, the Insured Person will be liable for all costs of collection, including reasonable attorney's fees.

Underwriters Sole Discretion: The Underwriters may, at their sole discretion, pay benefits for services and supplies not specifically covered by the contract. This applies if the Underwriters determine such services and supplies are in lieu of more expensive services and supplies, which would otherwise be required for the care and treatment of the Insured.



Assignment, Change of Beneficiary: You may assign your interest in the Group Policy or change the beneficiary by giving AGI written notice at its Administrative Office. The change or assignment will not be effective until AGI receives the written notice. The beneficiary's consent is not required to make any change of beneficiary or to assign the Insured's rights unless such Insured named an irrevocable beneficiary and expressly stated that it could not be changed. AGI assumes no responsibility for the validity of any assignment.

HOW TO FILE A CLAIM

1. For any dive injury or claim questions, or to request a claim form, contact:

Divers Alert Network Asia - Pacific
49A Karnak Rd. (PO Box 384)
Ashburton, Victoria 3147 Australia
Direct Phone: +61-3-9886-9166
Facsimile: +61-3-9866-9155

2. Complete the "Insured's Statement" in full. Please answer all questions completely. If you don't, the claim may have to be returned to you and delay settlement of your claim. Be sure to sign the claim form.
3. Ask the hospital and/or doctor to complete the reverse side of the form and return it to you. (The provider can attach an itemized bill instead.)
4. Attach any other bills, documents or statements that apply to the claim. It is important that they contain the right information.
5. Make copies of your forms and bills for your records -- your originals will not be returned to you.
6. If you received a payment from any other Insurance, you must send the Explanation of Benefits with your bills before your claim can be settled.
7. Please forward your package of documents to: DAN – AP at the address shown above.