



**DAN AMERICA**  
**MEMBER BENEFITS**

# HANDBOOK

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DAN Member benefits are subject to change.  
All dollar amounts shown are in U.S. funds.

If you need assistance,  
do not hesitate to call the  
**DAN Emergency Hotline.**

**+1-919-684-9111**

*(Collect Calls Accepted)*

Things to know when you call:

1. If the situation is life-threatening, call local EMS (911) first, then call DAN.\*
2. When you call DAN, the medic handling your call may make an immediate recommendation, or they may ask to call you back after making arrangements at an appropriate medical facility. Either way, your call will be immediately tended.
3. If the DAN staffer asks to call you back, you will be asked to wait by the phone. The return call may take 30 minutes or longer, as several calls may be necessary to facilitate the assistance.

*\*If your situation is not an emergency requiring an immediate answer or assistance, please call the Medical Information Line at +1-919-684-2948.*

DAN is a NC nonprofit organization.

## Know Your Membership!

Your DAN Membership offers you a host of benefits. Take some time to ensure you know them!

YOUR EXCLUSIVE DAN MEMBER BENEFITS INCLUDE:

- 24-Hour DAN *TravelAssist*® benefits (See Page 5 for details.)
- Access to the DAN Dive Accident Insurance Program, Term Life Insurance, Dive Equipment Insurance and Trip Insurance
- *Alert Diver*, the dive industry's leading safety magazine
- AlertDiver.com (Available on select platforms)
- The DAN *Dive and Travel Medical Guide*
- Free online training seminars
- Discount admission to selected events
- Associate ProMembership (dive professionals only)

Additional information on all DAN Membership benefits is available at [DAN.org](http://DAN.org).

### Automatic Renewal Program

You have the option to renew your annual DAN membership dues and optional dive accident insurance premiums through the Automatic Renewal Program. For more information or to enroll, please call Membership Services at 1-800-446-2671.

# 1-800-446-2671

Toll-free in the United States and Canada

## DAN *TravelAssist*®

To access DAN *TravelAssist*, call the DAN Emergency Hotline:

# +1-919-684-9111

*(Collect Calls Accepted)*

DAN Membership includes automatic enrollment in DAN *TravelAssist* and up to \$100,000 of evacuation assistance coverage. This benefit is effective for both diving and non-diving injuries. Your evacuation coverage begins when you travel at least 50 miles/80 km from home and call DAN *TravelAssist* to arrange your evacuation. Other benefits include:

- Prescription assistance
- Medical messaging and monitoring
- 24-hour worldwide medical information and assistance
- Pre-trip information
- Return of travel companion and/or dependent children
- Emergency messaging
- Help with lost/stolen items
- Translator and interpreter referrals
- Insurance claims assistance
- Legal referrals and bail advances

**IMPORTANT: DAN TravelAssist must arrange ALL evacuations. Emergency evacuation arrangements made directly by you may not be reimbursed by DAN TravelAssist.**

The following few pages will outline all benefits associated with DAN *TravelAssist*.

If you have a Family Membership, all DAN *TravelAssist* benefits are available to each dependent listed on your membership application.

## **DAN TravelAssist Benefits**

These benefits are available under both the Individual and Family membership programs. With an Individual membership, enrollment is automatic when the person becomes a member. With a Family membership, the primary member is automatically enrolled, and others who qualify as Family Members are enrolled when the primary Member adds his/her name to the list of Covered Family Members. Coverage is provided 24 hours per day, seven days per week to those traveling on a trip at least 50 miles/80 km from the person's permanent residence as listed in the DAN database. Benefits payable for expenses incurred for the DAN *TravelAssist* benefits will not exceed the maximum amounts shown below, or in the aggregate, more than \$100,000 per Member. All covered benefits must be arranged in advance by DAN *TravelAssist*. All travel arrangements must also be coordinated through DAN *TravelAssist*.

### **Medical Assistance**

**Emergency Evacuation and Repatriation.** If a DAN Member or a Covered Family Member suffers a medical condition during the course of a trip and such condition (as determined by DAN *TravelAssist* in consultation with the local attending Physician) requires an emergency evacuation, or medically necessary repatriation, benefits up to a maximum of \$100,000 (per person if a Family Membership) will be paid by DAN *TravelAssist* directly to the provider for Covered Expenses incurred for such evacuation or repatriation.

**Emergency Evacuation** means that, due to Medical Necessity, the Member or Covered Family Member requires imme-

diate transportation from the place where such person has a medical emergency to the nearest appropriate medical facility where appropriate medical treatment can be obtained.

Emergency Evacuation does not include efforts to locate an injured person whose location is unknown, or efforts to rescue such persons from a dangerous situation or a location inaccessible by emergency services personnel. Emergency Evacuation may begin only after the injured person is made available at a location which can be reached by emergency medical services personnel.

**Medical Necessity** includes any situation where it is judged medically appropriate to move the Member to another location either for treatment or for a higher level of medical care. DAN *TravelAssist* will arrange details of the emergency evacuation, using the means best suited to do so, based on the seriousness of the Member's condition, and these means may include air ambulance, surface ambulance, regular airplane, railroad or other appropriate means. All decisions as to the means of Transportation and final destination will be based solely upon medical factors.

**Transportation** means any land, water or air conveyance required to transport the Member or Covered Family Member during an emergency evacuation or repatriation. Expenses for special transportation must be recommended by the attending Physician in conjunction with DAN *TravelAssist* or required by the standard regulation of the conveyance transporting the Member or Covered Family Member. Special transportation includes, but is not limited to, an air ambulance, land ambulance, and private motor vehicle. Expenses for medical supplies and services must be recommended by both the attending Physician and DAN *TravelAssist*.

**Covered Expenses** include any Transportation, medical treatment, medical service, or medical supply that (1) is necessarily incurred in connection with emergency evacuation or repatriation of the Member or Covered Family 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 transporting the Member or Covered Family Member. All transportation arrangements made for evacuating or repatriating the Member or Covered Family Member must be by the most direct and economical conveyance, and arranged in advance by DAN *TravelAssist*. Covered expenses do not include amounts that are eligible for reimbursement under "Other Medical Expense Insurance."

DAN *TravelAssist* will not pay Transportation to transport the Member or Covered Family Member to their place of permanent residence if there are closer medical facilities which are capable of attending to the Member's medical condition.

**Repatriation** means that due to Medical Necessity, the Member or Covered Family Member requires follow-up care or rehabilitation services for the Sickness or Injury, and is deemed medically fit to travel by commercial air or ground transportation to either:

- the person's place of residence; or
- the region where the person is living and/or working at the time of the Sickness or Injury; or
- a different medical facility for further care, treatment or evaluation.

Any Medically Necessary Repatriation shall be undertaken at the discretion of DAN TravelAssist in consultation with the Insured's treating Physician.

**Prescription Assistance.** If You require prescription medication or eyeglasses not available where You are staying, DAN *TravelAssist* will consult with the prescribing physician, and locate and arrange to send Your replacement medications and/or prescriptions when it's possible and legally permissible to do so. You are responsible for the cost of providing the medication or eyeglasses.

**Medical Expense Advances.** Hospital admittance or discharge deposits will be advanced up to \$5,000 by DAN *TravelAssist* with an acceptable guarantee of reimbursement from either You or Your insurance.

**Medical Monitoring.** When DAN *TravelAssist* is notified of a Member's medical emergency, its staff will establish communication with the local attending medical provider and obtain as much information as possible about the situation and begin to monitor the Member's condition. Medical professionals will stay in regular communication with the local medical personnel and relay necessary information to the Member and his or her Family until the situation is resolved and the Member continues with his or her travels or returns to his or her primary residence as listed in the DAN database.

**24-Hour Worldwide Medical Information and Assistance.** A multilingual staff at DAN *TravelAssist*'s Emergency Assistance Center provides 24-hour assistance and consultation if You suffer a medical emergency while You're traveling. The staff will consult with those at the location of the emergency and will assist in determining the best course of action for the Member given the situation. When both possible and appropriate, an effort will be made to consult with the Member's family physician. DAN *TravelAssist* will then organize a response to the medical emergency, doing whatever is deemed medically appropriate, including but not limited to recommending or securing the availability of services of a local physician, arranging hospital confinement, and in some cases, Medical Evacuation or Repatriation. DAN *TravelAssist* also handles nondiving-related medical referrals to physicians, hospitals and specialists as well as coordinating all aspects of emergency medical evacuation for You. DAN *TravelAssist* is not responsible for diagnosis or treatment.

## Travel Assistance

**Visit of Family Member or Friend.** If a Member or Covered Family Member is traveling alone and is expected to require hospitalization for more than seven consecutive days, DAN *TravelAssist* will arrange and pay for economy round-trip airfare for a visitor chosen by the Member (or his or her Family) to travel to the site of hospitalization and return the visitor to his or her point of departure.

**Return of Dependent Children.** If a Member or Covered Family Member is traveling alone with his or her children, and becomes ill or injured and is unable to attend to the children's needs, DAN *TravelAssist* will arrange and pay for one-way economy airfare to return them to their place of residence. Qualified escorts will be provided at no charge, if necessary.

**Return of Traveling Companion.** If a Member's traveling companion loses previously made travel arrangements due to a delay caused by the Member's medical emergency, DAN *TravelAssist* will arrange and pay for one-way economy airfare to return the companion to his or her original departure point.

**Pre-Trip Information.** Get information for each country to be visited concerning immunization requirements, appropriate pre-departure medical examinations and/or treatment, passport and visa requirements, and information as to weather or other travel hazards through DAN *TravelAssist*.

**Repatriation of Remains.** If a Member or Covered Family Member dies while traveling, DAN *TravelAssist* will arrange and pay, up to the policy limit, for all costs associated with the return of the Member's remains, including expenses for required embalming, necessary government authorization, coffin(s) or cremation if required prior to the repatriation of the Member's remains, and a container appropriate for transportation of the remains for burial to the Member's place of residence as listed in the DAN database.

**Return of Vehicle.** If the Member or Covered Family Member is hospitalized or has an emergency medical evacuation which prevents the return of the Member's vehicle to the rental agency or his or her current principal residence, DAN *TravelAssist* will aid in arranging the return of the unattended vehicle and will reimburse the cost of returning the unattended vehicle to the rental agency or the Member's current principal residence, up to \$1,000 per event.

## Personal Assistance

**Emergency Message Transmission.** DAN *TravelAssist* will receive and relay emergency messages to and from Your Family and/or employer.

**Emergency Cash Advances.** When possible, DAN *TravelAssist* will provide You with a cash advance of up to \$250 in local monies for medical emergencies with an acceptable guarantee of reimbursement from either You or Your insurance.

**Assistance With Recovering Lost or Stolen Items.** When a Member has had luggage, documents, credit cards, or personal items lost or stolen, DAN *TravelAssist* will aid the Member in reporting the lost or stolen items to the appropriate authorities; will provide direction for the replacement of passports; and will provide advice regarding how to recuperate lost or delayed luggage from a carrier. Direct cost of replacing the lost or stolen items are the responsibility of the Member.

**General Assistance.** DAN *TravelAssist* will provide advice regarding how to utilize services available in consulates and in government agencies and provided by translators and other service providers who assist with travel-related problems. You are responsible for the selection of these professionals and payment of any related fees.

**Travel Assistance.** When a Member needs travel service assistance in the event of an emergency, DAN *TravelAssist* will: (i) help coordinate emergency travel arrangements and hotel reservations; (ii) help replace lost or stolen airline tickets by arranging payment through the Member's credit card; and (iii) deliver replacement or prepaid tickets by express mail or directly to airline counters.

**Insurance Claims Assistance.** You can receive assistance in: (i) verifying your insurance coverage; (ii) guaranteeing payments to medical care providers; (iii) obtaining information for insurance claims for cases coordinated through DAN *TravelAssist*; and (iv) completing insurance and other medical claims forms. DAN *TravelAssist* will assist with Your eligible insurance claims until such claims have been settled or denied.

### **Legal Assistance**

**Legal Referrals.** Referrals to local qualified attorneys are provided in the area in which You are traveling. Telephone interpretation can be provided when necessary. All expenses other than legal referrals are Your responsibility.

**Bail Advances.** Where permitted by law, You will be advanced up to \$5,000 in bail funds with an acceptable guarantee of reimbursement from either You or Your insurance.

**Legal Assistance.** If a Member is arrested or is in danger of being arrested as the result of any non-criminal action resulting from responsibilities attributed to him/her, DAN *TravelAssist* will provide the Member with the name of an attorney who can represent him/her in any necessary legal matters. If the Member is in need of any other form of legal assistance, DAN *TravelAssist* can arrange assistance from local attorneys, embassies or consulates.

Benefits, under DAN *TravelAssist*, are not payable with respect to expenses incurred:

1. While traveling against the advice of a Physician;
2. For assistance or treatment which is compensable under "other medical expense insurance," travel insurance, the Workers' Compensation or Occupational Disease Act or Law, or any services, supplies or treatments provided under any federal, state or other governmental plan or law;
3. 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;
4. For suicide or attempted suicide, while sane or insane, or self-inflicted injury;
5. Due to war or act of war, declared or undeclared;
6. For injury sustained while on full-time duty in the armed forces, National Guard or organized reserve corps of any country or international authority;
7. For Injury sustained while participating in professional sports or in club, interscholastic or intercollegiate sports (except scuba diving-related);
8. For any nervous, emotional or mental disorder;
9. In connection with alcoholism, the consumption of alcoholic beverages, drug addiction, or use of any drug or narcotic agent, except as prescribed by a Physician;
10. As a result of, or in connection with, the commission of a felony offense; or
11. Treatment provided by any Family Member.

DAN *TravelAssist* does not cover any medical treatment expenses for accidents or injuries of any nature other than those costs incurred during evacuation.

DAN *TravelAssist* reserves the right to suspend services in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbances, strikes, man-made catastrophe, acts of God, or refusal of authorities to permit DAN *TravelAssist* to fully provide services. In the event a Member travels into an area in which any of the above situations arises, DAN *TravelAssist* will attempt to provide its services to the best of its ability. The Member must realize that, due to political or socioeconomic conditions, there are some countries where longer time periods are required to safely perform a medical evacuation. It is the responsibility of the Member to inquire with DAN *TravelAssist* whether a country is "open" for assistance prior to his or her departure.

All decisions as to the need for evacuation and/or repatriation, the means and/or timing of any evacuation, the medical equipment and the medical personnel to be used and the final destination are medical decisions, which will be made by physicians designated by DAN *TravelAssist*, in consultation with a local attending physician based on medical factors, and DAN *TravelAssist* decision shall be conclusive in determining the need for such services.

The final selection of the medical professional, medical facility or legal counsel is your choice alone. DAN *TravelAssist* assumes no responsibility for any medical advice or legal counsel given by the medical professional and/or attorney, nor shall DAN *TravelAssist* be liable for the negligence or other wrongful acts or omissions of any of the legal and/or healthcare professionals providing direct services pursuant to this Agreement.

The medical professionals, medical facilities, attorneys or other professionals (suggested or designated by DAN *TravelAssist*) who provide services on behalf of DAN *TravelAssist*, are not employees of DAN *TravelAssist* or DAN and neither DAN *TravelAssist* nor DAN shall be liable for their negligence or their other acts or omissions. DAN *TravelAssist* will not be responsible for providing medical diagnosis or treatment. The final selection of the medical provider is the right and responsibility of the Member.

DAN *TravelAssist*, their agents and contractors shall be fully and completely subrogated to the rights of the Member against parties who may be liable to provide services or make a contribution, which is the subject of the services provided under this program. DAN *TravelAssist* is not responsible under this program to pay the cost of any services covered under any occupational benefits plan, health insurance, other insurance plan or public assistance program. In the event DAN *TravelAssist* provides services on behalf of, or to, a Member, the Member agrees to assign to DAN *TravelAssist* or their agents or contractors any rights of recovery under such plan(s). DAN *TravelAssist* retains the right to bill any other insurance carrier You may have.

Services not arranged for by DAN *TravelAssist* may not be reimbursed. You must call the DAN *TravelAssist* number on Your DAN Member card prior to making any arrangements to receive service or to have the included benefits provided without charge. Medical transportation services are only provided if authorized in advance by DAN *TravelAssist*.

DAN *TravelAssist* benefits are available up to a maximum of \$100,000 (per person if a Family Membership) and are subject to change without notice.

DAN *TravelAssist* services are provided under a service contract with Travel Guard. U.S. benefits are covered by insurance that is underwritten by The United States Life Insurance Company in the City of New York. Service fees and/or premiums for DAN *TravelAssist* are paid from DAN membership funds.

Policies issued by The United States Life Insurance Company in the City of New York (US Life). Issuing company US Life is responsible for financial obligations of insurance products and is a member of American International Group, Inc. (AIG). Products may not be available in all states and product features may vary by state. Policy # G-201,223 and G-207,513, Form #s G-24034 and G-24078.

This brochure is a brief description of benefits only and is subject to the terms, conditions, exclusions and limitations of the group policy.

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## Insurance Programs

	<b>Preferred Plan</b>	<b>Master Plan</b>
<b>Medical Dive Accident Coverage</b>	\$250,000 per occurrence	\$125,000 Lifetime max.
<b>Decompression Illness Expense</b>	Yes	Yes
<b>Other Dive Injury Med. Expense</b>	Yes	Yes
<b>Snorkeling/Skin Diving</b>	Yes	Yes
<b>Coinsurance for Dive Accident Medical Coverage</b>	100%	100%
<b>Accidental Death and Dismemberment/Diving</b>	\$15,000	\$15,000
<b>Permanent and Total Disability</b>	\$15,000	\$15,000
<b>Extra Transportation</b>	up to \$2,000	up to \$1,000
<b>Extra Accommodation</b>	up to \$3,000	up to \$1,500
<b>Lost Diving Equipment</b>	up to \$2,500	up to \$2,500
<b>Planned Max. Depth Covered</b>	No Limit	No Limit
<b>Medical Non-Dive Accidents Accident Coverage</b>	\$10,000 Lifetime max.	N/A
<b>Diving Vacation Cancellation</b>	\$10,000 Lifetime max.	N/A
<b>Diving Vacation Interruption</b>	\$5,000 Lifetime max.	N/A

• This chart is a brief summary of benefits only and is subject to the terms, conditions, exclusions and limitations of the group policy. Coverage may vary by state. For residents of New York, please contact DAN Member Services for details. DAN coverage is secondary coverage. After any other coverage you may have, DAN pays up to 100 percent of reasonable and customary costs of all remaining eligible expenses. • Eligibility for DAN insurance includes any recreational scuba diver or snorkeler (including instructors and divemasters supervising recreational

**Administered by DAN Services, Inc.  
DBA DAN Insurance & Administrative  
Services in California**

**Standard  
Plan**

\$45,000 For in-water skin- and scuba-diving accidents  
Lifetime max.

Yes

No

Yes

100%

N/A Resulting from a covered diving accident

130ft/40m Resulting from a covered diving accident

N/A For eligible charges for treatment of non-diving injury outside home country. \$250 deductible.

N/A Coverage for losses incurred for dive trip canceled due to a sickness or injury before departure. \$250 deductible.

N/A Coverage for losses incurred for dive trip interrupted due to a sickness or injury after departure. \$250 deductible.

diving activities) who is a DAN member and is a resident of an eligible jurisdiction for DAN insurance coverage. • Underwritten by The United States Life Insurance Company in the City of New York. • You must be a DAN member to be eligible for DAN insurance. • Your membership and insurance are not activated until confirmation of valid payment has been received. Payment must accompany application. • Make check or money order payable to DAN.

# Group Diving Accident Insurance

## For Members of Divers Alert Network

This plan is underwritten by The United States Life Insurance Company in the City of New York.

Policies issued by The United States Life Insurance Company in the City of New York (US Life). Issuing company US Life is responsible for financial obligations of insurance products and is a member of American International Group, Inc. (AIG). Products may not be available in all states and product features may vary by state. Policy #s G-201,223 and G-207,513, Form #s G-24034 and G-24078.

This brochure is a brief description of benefits only and is subject to the terms, conditions, exclusions and limitations of the group policy.

Divers Alert Network is subject to the rules and regulations of the United States of America and must follow US State Department regulations. DAN cannot support insurance benefits in countries that are embargoed. Please contact the US State Department website for further details.

## Schedule of Insurance

For persons eligible to be insured under Group Policy Numbers G-201,223 or G-207,513 issued to:

**The DAN Foundation, Inc.** (Divers Alert Network)

Effective April 1, 2000

**This Group Policy provides:** Contributory Insurance for all Members.

**Waiting Period:** None (Not valid until payment is received)

**Coverage Period:** One Year

## Classification of Eligible Persons

All dues-paying Members of DAN who are residents of an eligible jurisdiction. (For a complete list of eligible jurisdictions, contact DAN Member Relations at 1-800-446-2671.) Commercial Divers are not eligible.

## Classification of Eligible Dependents

An Eligible Person as described above who has elected DAN Family Membership may cover the following Eligible Dependents:

1. Spouse or Cohabitant of the Member; and
2. Unmarried dependent children at least 12 and under the age 18, or under 24 if a full-time student at an accredited school or college, who is not employed on a full-time basis and has the same permanent home address as the parent.

# Benefits Under Diving Accident Medical Insurance

## Preferred Insurance Plan

*[All covered in-water skin- and scuba diving injuries]*

### **Maximum Benefit Per Occurrence**

Per Insured Person \$250,000

Insured Percentage 100%\*

## Master Insurance Plan

*[All covered in-water skin- and scuba diving injuries]*

### **Lifetime Maximum Benefit\*\***

Per Insured Person \$125,000

Insured Percentage 100%\*

## Standard Insurance Plan

*[Applicable for Decompression Illness (DCI) only]*

### **Lifetime Maximum Benefit\*\***

Per Insured Person \$45,000

Insured Percentage 100%\*

\* Of reasonable and customary covered charges

\*\* Note: A Lifetime Maximum Benefit will apply to all Insured Persons. If an Insured Person elects to transfer from one Plan to another, the new Lifetime Maximum Benefit will be as elected less any charges incurred by the Insured Person that applied to the previous Plan's Lifetime Maximum Benefit. If an Insured Person has exhausted his or her Lifetime Maximum Benefit, or has received more than 50 percent of the Maximum Benefit, he or she may not elect to transfer.

## Definitions

Please note that there are also definitions within specific benefit sections that apply to that particular benefit.

**Arterial Gas Embolism (AGE)** means signs and symptoms due to gas entering the arterial system as a result of over-pressurization of the lungs during a Covered Dive.

**Cohabitant** means Your domestic partner, provided proof, as outlined below, is provided to United States Life:

1. Evidence of financial interdependence including joint bank accounts, jointly owned property, joint credit cards or designation of beneficiary of life insurance or pension benefits;
2. Evidence of cohabitation;
3. Evidence of a prior relationship of at least six months, with an expectation of future commitment;

4. Indication of an exclusive mutual commitment;
5. Evidence of attainment of the age of majority;
6. Statement that the person is not legally married;
7. Statement that the partners are not related by blood; and
8. If a resident of a city, municipality or other governing jurisdiction that allows for filing as domestic partners, evidence of such filing.

For purposes of the group policy, references to Spouse will mean Cohabitant where it applies.

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

**Covered Dive** means a recreational dive or diving while a scuba instructor, divemaster, underwater photographer, or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS). 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 DCI as a result of a Covered Dive within the 130-foot (40-meter) limit. For Preferred and Master Plans only, it means DCI or any Injury as the result of a Covered Dive, regardless of the depth.

**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.

**Eligible Person** means a person or dependent who satisfies the eligibility requirements of the group policy.

**Home Country** means the country where the Insured person permanently resides. Such country must be declared in advance with United States Life.

**Hospital** means an institution that is run for the care and treatment of sick or injured persons as inpatients and 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. Maintains organized facilities for major surgery or has facilities available to it on a prearranged basis;
4. Provides 24-hour-a-day service by registered graduate nurses (RNs); and
5. Is not, other than incidentally, a place for the aged or mentally ill or a nursing or convalescent home.

**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.

**Injury** means accidental bodily injury of an Insured Person, that is direct and independent of all other causes, is due to a Covered Dive and occurs while Insurance is in force.

**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.

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

**Insured Member** means a Member who has Insurance 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.

**Medically Necessary** or **Medical Necessity** means services or supplies received while insured that United States Life determines to be:

1. Appropriate and necessary for the symptoms, diagnosis or direct care and treatment of a Covered Diving Accident;
2. Provided for the symptoms, diagnosis or direct care and treatment of a Covered 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.

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

**Noncontributory** means that no additional premium payment is required by the Member for benefit.

**Nurse** means a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN) who is licensed by the State Board of Nursing. If covered nursing services are required outside the jurisdiction of the United States, 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 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 Physician's office or Outpatient department of a Hospital for which no room and board charge is made.

**Physician** means a duly licensed medical practitioner of the healing arts who operates within the scope of his or

her license and provides services covered under the Group Policy. The term does not include the Insured Person or any person related to the Insured Person by blood, marriage, or adoption.

**Reasonable and Customary Charges** means charges for medical services and supplies that are not more than the usual charge in the locality where such services or supplies are received. The nature and severity of the condition will be taken into account.

**You, Your** means the Insured Member.

### **Effective Date of Insurance**

You will become an Insured Person when you have enrolled for insurance under the Group Policy, paid the premium when due, and been approved by United States Life. An Eligible Dependent's insurance will become effective on Your effective date unless added at a later date as described below.

**Additional Insured Persons:** You may add other Eligible Dependents who become eligible after Your Insurance effective date by enrolling such dependent and paying the pro-rata premium due for the remaining Coverage Period. The Insurance will be effective on the date United States Life approves the enrollment. Insurance will terminate with Your Insurance at midnight at the end of the Coverage Period.

### **Diving Accident Medical Insurance**

*(Available with the Preferred, Master and Standard Plans)*

#### **Covered Medical Charges**

United States Life will pay the benefits described below, subject to the terms and limitations.

**Covered Charges** means eligible charges that are for Medically Necessary services, supplies, care or treatment for a Covered Diving Accident.

The accident must occur while Insurance is in force. The expenses incurred as a result of the accident must be incurred within 365 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. United States Life will not pay for charges in excess of the maximum shown in the Schedule for the plan of insurance selected.

Eligible charges include:

1. Charges for up to seven (7) Hyperbaric Chamber Treatments per Covered Diving Accident. If more than seven (7) treatments are recommended by the treating physician, YOU MUST contact DAN, or its agent National Baromedical Services, Inc. (NBS) for precertification. Phone 1-800-292-8381 or +1-803-434-2967 (Collect Calls Accepted).

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 covered under the DAN *TravelAssist* benefit. All transportation involving air or marine ambulance service must be arranged and approved in advance by DAN *TravelAssist* 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. These do not include charges for professional services; 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 semiprivate room rate for the Hospital where confined. If the Hospital (where confined) has only private rooms, the Daily Hospital Allowance will be 80 percent 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:
    1. The charges are due to surgery;
    2. Benefits for these charges would have been payable if the surgery had been done in a Hospital; and
    3. 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:
  - 1. Private duty nursing care by a Nurse;
  - 2. Treatment by a licensed physiotherapist;
  - 3. Treatment by a licensed occupational therapist;
- e. Radiological and Laboratory Charges for X-rays, radiological treatment, and diagnostic laboratory tests;
- f. Chiropractic services payable at \$35 per visit by an Insured person for up to 10 visits in a Covered Period to a maximum of \$350 per Insured person per such Covered Period.
- g. Medical Supply Charges for:
  - 1. Casts, splints, trusses, braces, crutches, and surgical dressing; and
  - 2. Artificial eyes and limbs for the initial replacement of natural eyes and limbs severed while an Insured Person; and
  - 3. 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 the Injury. United States Life may, at its discretion, approve purchase of such items.

### **Nondiving Accident Medical Insurance**

*(Available only with the Preferred Plan)*

If an Insured Person incurs charges for treatment of Injury due to a non-diving Accident that occurs outside his or her Home Country, and is at least 50 miles / 80 km from the primary residence, United States Life will pay the benefits 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 Coverage is in force and while the Insured Person is on a trip that is more than 50 miles / 80 km from his or her primary residence and for recreational purposes only. The charge incurred as a result of the accident must be incurred within 365 days of the accident.

Such 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 Reasonable and Customary. United States Life will not pay for charges in excess of the maximum shown in the Certificate Schedule.

## Accidental Death and Dismemberment Benefit for Members of Divers Alert Network

*(Available only with the Master and Preferred Plans)*

United States Life will pay the indemnity benefit listed in the table below if an Insured Person sustains a loss stated therein resulting from a Covered Diving Accident. Such loss must occur within 365 days of the accident. The indemnity payable for such loss shall be the amount stated opposite such loss. If more than one loss is sustained as the result of one accident, only one amount, the largest, will be payable. The Principal Sum is shown in the Certificate Schedule.

### TABLE OF LOSSES

<b>For Loss of:</b>	<b>United States Life will pay:</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, with regard to hand and foot, actual severance through or above the wrist or ankle joint and with regard to eyes, the entire and irrecoverable loss of sight.

Indemnity for Your death will be paid to Your estate. The beneficiary for loss of life for an Insured Person who is a spouse or child will be You.

## Permanent Total Disability Benefit for Covered Scuba Diving Injuries Only

*(Available only with the Preferred and Master Plans)*

If an Insured Person who is over 21 gives United States Life written notice that he or she is Permanently Totally Disabled, United States Life will pay him or her the Principal Sum shown in the Certificate Schedule. The Permanent Total Disability must result from a Covered Diving Accident that occurs while Coverage is in force.

The loss must:

1. Occur within 365 days of the date of the Covered Diving Accident;
2. Continue without interruption for at least one year; and
3. Must reasonably be expected to continue without interruption until the Insured Person’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 accident.

For purposes of this benefit, the following definition is added and applies specifically to the Permanent Total Disability Benefit for Covered Scuba Diving Injuries only:

**Permanent Total Disability** means that an Insured Person, due to the Covered Diving Accident, is unable to perform substantial and material duties of any occupation, if employed, or if retired, all of the normal activities for a person of like age and sex in good health.

### **Diving Vacation Cancellation and Diving Vacation Interruption Benefit**

*(Available only with the Preferred Plan)*

\*\*\*\*This benefit does not provide coverage for cancellation due to unforeseen events other than a sickness or injury that impairs his or her ability to dive.

**Diving Vacation Cancellation:** Subject to any deductible requirements shown in the Certificate Schedule, this benefit pays for the losses described below that an Insured Person incurs for the diving portion of a trip cancelled up to the time and date of departure for a **Sickness or Injury** that would substantially impair his or her ability to dive.

Losses include:

1. Forfeited, published, nonrefundable payments incurred as the result of cancellation penalties imposed by tour operators, common carriers and hotels; and
2. Unused, nonrefundable arrangements with the exception of unused nonrefundable/nonreusable airfare.

The Insured Person or his or her medical professional must notify United States Life or its agent within 7 days of the date of departure that the trip is cancelled. United States Life or its agent must agree that the Sickness or Injury will prevent the Insured Person from diving in order for the benefit to be payable. If, due to the Sickness or Injury, it cannot be reasonably expected that the Insured Person is able to notify United States Life or its agent or instruct his or her medical professional to notify United States Life or its agent, United States Life or its agent must be notified of the trip cancellation as soon as reasonably possible.

The Lifetime Maximum Benefit payable for each Insured Person is shown in the Certificate Schedule.

**Diving Vacation Interruption:**

\*\*\*\*This benefit does not provide coverage for interruption due to unforeseen events other than a sickness or injury that impairs his or her ability to dive.

Subject to any deductible requirements shown in the Certificate Schedule, this benefit pays for the losses described below that an Insured Person incurs for the diving portion of a Trip interrupted after the time and date of departure on a trip due to **Sickness or Injury** that would substantially impair his or her ability to dive.

If an Insured Person is prevented from continuing covered diving activities on the written advice of the attending Physician, United States Life will pay benefits for lost diving days. The benefit is figured on the days lost until the end of the scheduled Trip. The daily benefit is the lesser of \$100 or the nonrefundable portion of the diving arrangements. If diving was purchased as part of a package, the daily benefit is the lesser of \$100 or the difference between the daily rate for divers and nondivers.

If an Insured Person is interrupted in the course of a Trip due to Sickness or Injury, You must call United States Life or its agent prior to making any additional accommodation or transportation arrangements.

The Lifetime Maximum Benefit payable for each Insured Person is shown in the Certificate Schedule.

In the event of a loss under this benefit, an Insured Person must provide United States Life with documentation of the cancellation or interruption and proof of the expenses incurred. You must provide proof of payment of the trip satisfactory to United States Life. Unused tickets (air, rail, cruise, etc.) which have residual value are not a covered loss. In order to make a claim under the Extra Transportation benefit, the Insured Person must provide evidence of the additional amount paid by providing copies of unused tickets and evidence of the residual value of such tickets and any additional payment. For more details on the Extra Transportation and Extra Accommodation benefits, please see page 30.

## Definitions

For purposes of this benefit, the following definitions are added and apply specifically to the Diving Vacation Cancellation and Diving Vacation Interruption benefit:

**Common Carrier** means a vehicle or service to carry passengers for hire on a regularly scheduled basis.

**Injury** means accidental bodily injury of an Insured Person that:

1. Is direct and independent of all other causes;
2. Occurs while the Coverage is in force;
3. Is not otherwise excluded under the Group Policy; and
4. In the opinion of a physician or qualified dive medical professional, would prevent the Insured Person from

diving while on a Trip. Such physician or qualified dive medical professional must not be related to the Insured Person by blood or marriage.

**Pre-Existing Condition** means a condition for which medical treatment or advice was given within 180 days of an Insured Person's Coverage Effective Date shown in Your Certificate Schedule.

**Sickness** means illness, sickness or disease that:

1. Manifests itself while an Insured Person's Coverage is in force,
2. Is not otherwise excluded under the Group Policy;
3. Is not related to a Pre-existing Condition; and
4. In the opinion of a physician or qualified dive medical professional, would prevent the Insured Person from diving while on a Trip.

Such physician or qualified dive medical professional must not be related to the Insured Person by blood or marriage.

**Trip** means:

1. A period of round-trip travel away from your home country to a destination that is at least 50 miles/80 km from an Insured Person's main place of residence.
2. The main purpose and intent of the trip is to engage in a covered diving activity; and
3. Is not to obtain health care or treatment of any kind.

### **Loss of Diving Equipment**

*(Available only with the Preferred and Master Plans)*

If Diving Equipment is lost or unintentionally damaged due to a Covered Diving Accident, United States Life will pay for the real value of the equipment at the time of the loss or damage.

If any item that was lost or damaged is part of an assembly of items, then the benefit is limited to the part that was lost or damaged.

At United States Life's option, the lost or damaged item may be repaired or replaced in lieu of a cash payment. United States Life may require You to provide it with the damaged equipment. The maximum benefit is \$2,500.

**Diving Equipment** means diving equipment that is worn on the diver's person that is "cut loose" and is lost or damaged in an attempt to rescue the diver as a result of an Injury or DCI that requires urgent transportation or hospitalization. Diving Equipment does not include watches, their glasses or covers, torn straps or buckles, or photographic equipment of any kind.

### **Extra Transportation Benefit**

*(Available only with the Preferred and Master Plans)*

If an Insured Person is prevented from using the originally purchased ticket due to a delay that resulted from the written advice of the attending Physician concerning a covered diving condition, United States Life will pay an Extra Transport benefit for the return trip. The benefit payable is equal to the difference between the new economy class ticket and the remaining value of the old ticket for up to a maximum benefit of \$1,000 (\$2,000 under the Preferred Plan).

**Extra Transport** means transport charges for a return home trip that was delayed due to an injury or DCI. Such delay must be recommended by a physician. Extra Transport charges do not include charges eligible for reimbursement under the Emergency Evacuation Benefit.

### **Extra Accommodation Benefit**

*(Available only with the Preferred and Master Plans)*

If an Insured Person is delayed in returning home that resulted from the written advice of the attending Physician concerning a covered diving condition, United States Life will pay benefits for Extra Accommodation. Benefits payable are equal to the actual expenses incurred up to \$200 per day up to a maximum of \$1,500 (\$3,000 under the Preferred Plan) for the covered condition. Benefits begin on the first day following the original date the Insured Person was scheduled to return home. The Insured must provide bills or receipts of actual expenses.

**Extra Accommodations** means lodging and hotel room charges required because an Insured Person was delayed in returning home due to an injury or DCI. Such delay must be recommended by a physician. Extra accommodations does not include hospital stays, transportation, food or incidentals.

### **Exclusions for Diving Accident Medical Insurance and Nondiving Accident Medical Insurance (for All Plans)**

No benefits are payable for charges for:

1. Services or supplies for which an Insured Person is not required to pay or charges made only because insurance exists (subject to the right, if any, of the United States government to recover Reasonable and Customary Charges for care provided in a military or veterans hospital);
2. A diving accident for which benefits are paid or payable under the Workers Compensation or any Occupational Disease or similar law, whether such benefits are insured or self-insured;
3. Any act due to war, declared or not;
4. Custodial Care;
5. Drugs and medicine that may be obtained without written prescription or not furnished by and administered

- during a Hospital confinement as an Inpatient;
6. Charges that are more than the Reasonable and Customary Charges for the services and supplies furnished;
  7. Hospital services and supplies when confinement is solely for diagnostic testing purposes;
  8. Nervous, emotional or mental disorders;
  9. A dive accident or injury that occurs after drug or alcohol use unless such drug was prescribed by a Physician;
  10. Medical examinations not required for treatment of any Injury or illness;
  11. 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;
  12. Cosmetic or reconstructive procedures, and any related services or supplies, which alter appearance but do not restore or improve impaired physical functions;
  13. Care, treatment, services or supplies:
    - a. Not prescribed by a Physician;
    - b. Not Medically Necessary;
    - c. That are considered experimental in the United States 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 United States government or any of its agencies (subject to the right, if any, of the United States government to recover Reasonable and Customary Charges for care provided in a military or veterans hospital);
    - f. To the extent that benefits are payable under other provisions of this Group Policy;
    - g. For which benefits are not paid due to any coinsurance provisions of the Master Policy;
    - h. Provided or paid for by any governmental plan or law not restricted to the government's civilian employees and their dependents, except Medicaid;
    - i. Ordered by a family member;
  14. A diving accident or Injury for which charges are compensable under Other Medical Expense Insurance or any services, supplies, or treatments provided under any federal, state, or other governmental plan or law or paid under the Workers Compensation or Occupational Disease Act or Laws.
  15. Undertaking a dive, a Repetitive Dive Series, a scuba

diving activity, a snorkeling activity, or breathhold diving activity as part of preparation for or participation in a contest, competition, record attempt, trial or experiment related to achieving depth or endurance records on compressed gas or breathhold.

No benefit payment is made for charges incurred after the date this Group Policy terminates except as provided under the "Extended Benefits" provision.

### **Exclusions for Accidental Death and Dismemberment and Permanent Total Disability**

This policy does not cover any loss, fatal or non-fatal, caused by or resulting from:

1. Intentionally self-inflicted Injury;
2. Suicide or attempted suicide, while sane or insane;
3. War or act of war, declared or undeclared;
4. Service in the military, naval, or air service of any country; or
5. Illness, disease, or bacterial infection other than bacterial infection occurring from an accidental cut or wound that occurs while scuba diving.

### **General Provisions**

**Notice of Claim:** Written notice of claim must be sent to National Baromedical Services Inc., within 180 days after the covered loss occurs or as soon as reasonably possible. The notice must give enough information to identify the Insured Person. DAN Member Services can provide information on filing written notice.

**Claim Forms:** When National Baromedical Services Inc. (NBS) receives the notice of claim, they will send You forms to be used in filing proof of claim. If National Baromedical Services Inc. does not send these forms within 15 days, You can meet the proof of loss requirements by sending National Baromedical Services Inc. a written statement of the occurrence, nature and extent of the loss within the time stated in the Proof of Loss provision.

National Baromedical Services Inc.  
Attn: DAN Claims  
PO Box 8833  
Columbia, SC 29202 USA  
Phone: 1-800-292-8381 or +1-803-434-2967  
Fax: +1-888-972-4573.  
Email: danclaims@baromedical.com

**Proof of Loss:** Written proof of loss must be given within 180 days after such loss occurs. If it was not reasonable to give proof in the time required, the claim will not be reduced or denied. However, the proof must be sent as soon as reasonably possible. In any case, the proof required must be sent no later than one year following the 180-day period specified unless the claimant was legally incapacitated.

**Payment of Claim:** Indemnity for loss of life will be payable to Your estate or, at United States Life's option, to Your spouse or cohabitant, if living, Your surviving children, equally, if the spouse is dead, or Your surviving parents, equally, if all children are dead. Any other accrued benefits unpaid at Your death may, at United States Life's option, be paid to the beneficiary or to the estate.

Benefits, other than for loss of life, are payable to You immediately upon receipt of due written proof of loss. Notwithstanding, if a benefit is payable to Your estate, to You and You are a minor, or to You if You are not competent to give a valid release, United States Life has the right to pay up to \$1,000 to any other of Your relatives whom it considers entitled. If United States Life pays benefits in good faith to a relative, United States Life's responsibility to pay those benefits is satisfied.

**Physical Examination and Autopsy:** United States Life has the right to physically examine a claimant as often as needed while a claim is pending. United States Life may choose the Physician. United States Life also has the right to have an autopsy performed in the case of death, unless prohibited by law. This is at United States Life's expense.

**Legal Actions:** No legal action may be brought under the Group Policy within 60 days after written proof of loss has been given as required under the Group Policy. No action may be brought after 3 years (5 years in Kansas and Tennessee; and 6 years in South Carolina and Wisconsin) from the date written proof of loss is required to be given.

**Right to Recovery:** If payments for claims made by United States Life are more than the amount payable under the Group Policy, United States Life may recover the overpayment. United States Life may seek recovery from one or more of any Member(s) to or for whom benefits were paid, any other insurers, any Hospital or other healthcare institution, Physician or provider of medical care, or any other organization. United States Life is entitled to deduct the amount of any such overpayments from future claims payable to the Member.

**Subrogation:** If an Insured Person is 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, United States Life will be entitled to a refund of all benefits that it has paid as a result of the Injury or illness.

United States Life 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. United States Life seeks to have the right to recover the full amount of benefits paid under this Group Policy for the Injury or illness, and the amount shall be deducted from any recovery made by the Insured Person. United States Life 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 United States Life. The Insured Person must cooperate fully with United States Life in asserting its right to recover. The Insured Person will be personally liable for reimbursement to United States Life to the extent of any recovery obtained by the Insured Person from any third party should United States Life assert a valid lien. If it is necessary for United States Life 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.

United States Life shall not, under this Subrogation provision, be entitled to a refund of any benefit it has paid as an Accidental Death and Dismemberment benefit or a Permanent Total Disability benefit.

**Excess Coverage:** With regard to the benefits provided under DAN *TravelAssist*<sup>®</sup>, this Policy is excess over any other travel insurance policy or tour operator waiver that an Insured Person may have in effect at the time of the cancellation or interruption.

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

**Termination:** Termination of Insurance under this Group Policy by the Policyholder or by United States Life will be without prejudice to any claim originating prior to the date of termination. Coverage terminates at the end of the Coverage Period.

### **Extended Benefits**

If the Group Policy terminates while an Insured Person 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 12 consecutive Months after the Group Policy terminates.

For the purposes of this extension of benefits, Total Disability means that an Insured Person cannot perform the usual activities of a person of like age and sex with like occupation or retired status.

## **Dive Accident Insurance**

### **Filing a Claim**

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

National Baromedical Services Inc.  
Attn: DAN Claims  
PO Box 8833  
Columbia, SC 29202 USA  
Phone: 1-800-292-8381 or +1-803-434-2967  
Fax: +1-888-972-4573.  
Email: danclaims@baromedical.com

2. Complete the claim form 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.
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 to:

National Baromedical Services Inc.  
Attn: DAN Claims  
PO Box 8833  
Columbia, SC 29202 USA  
Phone: 1-800-292-8381 or +1-803-434-2967  
Fax: +1-888-972-4573.  
Email: danclaims@baromedical.com

## FACTS Why? What? How?

### WHAT DOES AIG'S GROUP BENEFITS BUSINESS ("AIGGB") DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIGGB chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIGGB share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No

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Reasons we can share your personal information	Does AIGGB share?	Can you limit this sharing?
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

## Questions?

**For American General Life Insurance Company (AGL) & The United States Life Insurance Company in the City of New York (US Life): Call 800-346-7692 or go to [www.aig.com](http://www.aig.com)**

**For National Union Fire Insurance Company of Pittsburgh, Pa. (NUFIC): Call 866-244-4786; Fax: 212-458-7081 or Email: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)**

## Who we are

### Who is providing this notice?

AIG's Group Benefits Business is the marketing name of the following insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, and life insurance: American General Life Insurance Company, and The United States Life Insurance Company in the City of New York.

## What we do

### How does AIGGB protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

### How does AIGGB collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

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State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

### Affiliates

Companies related by common ownership or control.

They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc.*

### Nonaffiliates

Companies not related by common ownership or control.

They can be financial and nonfinancial companies.

- *AIGGB does not share with nonaffiliates so they can market to you.*

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

## Other important information

**For Vermont Residents only.** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

**For California Residents only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

**Nevada Residents Only:** We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by calling 800-231-3655. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov). For AGL/US Life: You may contact our customer service department by calling 800-346-7692, or email us at [ClientServices@AIGBenefits.com](mailto:ClientServices@AIGBenefits.com), or write to us at: 3600 Route 66, 3rd Floor, Neptune, NJ 07753.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us: For AGL/US Life customers: 3600 Route 66, 3rd Floor, Neptune, NJ 07753.

AGLC105774-GB-STF

## **AIG COMPANIES**

### **HIPAA NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

**This Notice is provided to you for informational purposes only.**

**You are not required to call or take any action in response to this Notice.**

This Notice tells you about the ways in which AIG Companies 1 (referred to as “we,” “us,” “our”) may use and disclose your protected health information (PHI) and your rights concerning your PHI. PHI is information about you, including demographic information (like your name, address, or gender), whether oral or recorded in any form or medium, that can reasonably be used to identify you. This information may be collected from you or from members of the health care industry (like doctors or employee benefit plans) and relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care.

We are required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to maintain the privacy of PHI, and to provide you with this Notice about your rights and our legal duties and privacy practices with respect to your PHI. We must follow the terms of this Notice while it is in effect. Some of the uses and disclosures described in this Notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards.

You are receiving this notice because you have insurance under an AIG Companies insurance policy from one of the subsidiaries or affiliates of American International Group, Inc. (collectively, the “AIG Companies” or “we”) listed on this notice.

If the insurance policy you have does not provide payment for the cost of medical care, then this HIPAA Notice does not apply to you. In that case, you will have also received a separate Privacy Notice from us that describes our privacy practices and your rights under state and federal laws related to personal health, financial and other personal information we may have collected about you in the course of conducting business with you.

## HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We may use and disclose your PHI for different purposes. As may be appropriate for the particular insurance or plan, the examples below are provided to illustrate the types of uses and disclosures we may make without your authorization as permitted by law for claims payment, health care operations and treatment.

- **Claims Payment.** We use and disclose your PHI to health care providers (physicians), insurance carriers, the state or others for benefit verification and in order to pay for your covered health expenses. For example, we may share your PHI with a health care provider to assist with processing claims or to another health plan to coordinate and/or seek reimbursement for benefit payments. We will share the least amount of information so that payment can be made. Usually, this involves identifying you, your diagnosis and the treatment provided.
- **Health Care Operations.** We use and disclose your PHI in order to perform our health care activities including, but not limited to, quality assessment activities, underwriting, premium rating, premium collection, reinsurance, legal, compliance, actuarial, auditing, or other administrative activities, including data analysis and management or customer service. We may review your health information if it is time for us to reestablish your eligibility for coverage or to conduct reassessments for case review. HIPAA, however, prohibits any use or disclosure of PHI that is genetic information for underwriting purposes. Genetic information means information about (1) your or your family members' genetic tests, (2) manifestation of a disease or disorder in your family members, or (3) your or your family members' requests for, or receipt of, a genetic test, counseling or education, or participation in clinical research which includes such test, counseling or education.
- **Treatment.** While we do not provide treatment, we may use and disclose your PHI to assist your health care providers (doctors, dentists, pharmacies, hospitals and others) in your diagnosis and treatment. For example, we may disclose your PHI to providers to provide information about alternative treatments.
- **Plan Sponsor.** We may disclose your PHI to the plan sponsor for purposes that are described in the document that governs the specific plan. However, prior to any such disclosure, the plan sponsor will be required to certify that it will use your PHI in accordance with regulations governing the privacy of your PHI.

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<sup>1</sup> For purposes of this Notice, the AIG Companies include and the pronouns "we," "us," "our" and "plan" refer to American General Life Insurance Company,\* The United States Life Insurance Company in the City of New York, and National Union Fire Insurance Company of Pittsburgh, Pa..

\*This Company does not solicit business in New York.

- **Enrolled Dependents and Family Members.** We will mail explanation of benefits forms and other mailings containing PHI to the address we have on record for the person who is enrolled in the health plan.
- **Health Claim Vendors.** We may contract with individuals or vendors who are sometimes called “Business Associates” to perform various functions on our behalf or to provide certain types of services. In order to perform these functions on our behalf or to provide these services, Business Associates may receive, create, maintain, use and/or disclose your PHI, but only after they agree in writing with us to implement appropriate safeguards and maintain the privacy of your PHI. For example, we may disclose your PHI to a Business Associate to administer claims or to provide support services, such as underwriting services, actuarial services, legal services, care coordination services, utilization management, pharmacy benefit management or subrogation, but only after the Business Associate enters into a written agreement with us.

## **OTHER USES OR DISCLOSURES PERMITTED WITHOUT YOUR AUTHORIZATION**

- **As Required by Law.** We may disclose PHI about you when required or allowed by law to do so.
- **To Persons Involved With Your Care, Your Child’s Care or Payment For That Care.** We may disclose PHI to a person involved with your care, your minor child’s care or payment for health care, such as a family member or your legal designee, when you are incapacitated, unavailable, facing an emergency medical situation, or when permitted by law. We may also disclose limited PHI to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you. You have the right to stop or limit these disclosures. Unless you inform us otherwise before your death, we may disclose PHI about you to your family members, other relatives or close personal friends to the extent relevant to such person’s involvement, prior to your death, in your care or payment for health care.
- **Public Health Activities.** We may disclose PHI to public health agencies that gather certain information for statistical purposes, for example, the Center for Disease Control, a state department of health, the Federal Food and Drug Administration, for reasons such as preventing or controlling disease, injury or disability.
- **Victims of Abuse, Neglect or Domestic Violence.** We may disclose PHI to government agencies authorized to receive such reports about abuse, neglect or domestic violence.

- **Health Oversight Activities.** We may disclose PHI to government oversight agencies for activities authorized by law, such as audits or inspections.
- **Judicial and Administrative Proceedings.** We may disclose PHI in response to a court or administrative order. We may also disclose PHI about you in certain cases in response to a subpoena, discovery request or other lawful process.
- **Law Enforcement.** We may disclose PHI under limited circumstances to a law enforcement official in response to a warrant, court order or similar process; to identify or locate a suspect, fugitive, material witness or missing person; or to provide information about the victim of a crime. We may also disclose PHI to a correctional institution if you are to become an inmate of a correctional institution.
- **Fraud/Misrepresentation.** We may disclose your PHI to non-affiliated organizations or persons such as other insurance institutions, agents, insurance support organizations, or law enforcement and governmental authorities as necessary to prevent criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with your coverage or application for coverage.
- **Coroners, Funeral Directors, Organ Donation.** We may release PHI about death to coroners, funeral directors, medical examiners or the register of deeds as necessary to allow them to carry out their duties. We may also disclose PHI for procurement, banking or transplantation of organs, eyes or tissue. In the case of organ donation, information must be shared to get a match.
- **Research.** Under certain circumstances, we may disclose PHI about you for research purposes that we have approved, provided certain measures have been taken to protect your privacy.
- **To Avert a Serious Threat to Health or Safety.** We may disclose PHI about you, with some limitations, to the necessary authorities, when necessary to lessen or avoid a serious threat to your health or safety, or the health or safety of the public or another person.
- **Special Government Functions.** We may disclose information as required by military authorities or to authorized federal officials for national security, intelligence activities and disaster relief purposes.
- **Workers' Compensation.** We may disclose PHI to the extent necessary to comply with state law for workers' compensation programs.
- **Military and Veterans.** If you are a member of the armed forces, we may release your PHI as required by military command authorities. We may also release PHI about foreign military personnel to appropriate foreign military authority.

- **Government Audits.** We are required to disclose your PHI to the Secretary of the United States Department of Health and Human Services (HHS) when the Secretary is investigating or determining our compliance with the HIPAA privacy rule.
- **Schools.** We may disclose proof of immunization to a school where the school is legally required to obtain proof of an individual's immunizations before admitting the individual as a student, but only with the parent's consent (or, if the student is old enough, the student's consent).

## **USES OR DISCLOSURES REQUIRING AN AUTHORIZATION**

- **Psychotherapy Notes.** We must obtain your authorization for any use or disclosure of psychotherapy notes, except in cases of (1) use by the originator of the psychotherapy notes for treatment, (2) use or disclosure by us to defend ourselves in a legal action or other proceeding brought by you, (3) use or disclosure when required for government audits (see *Government Audits*) or when required by law (see *As Required by Law*), (4) use or disclosure for health oversight activities regarding the originator of the psychotherapy notes (see *Health Oversight Activities*), (5) disclosure to coroners or medical examiners (see *Coroners, Funeral Directors, Organ Donation*), or (6) use or disclosure to avert a serious threat to health or safety (see *To Avert a Serious Threat to Health or Safety*).
- **Marketing.** We must obtain your authorization for any use or disclosure of your PHI to make a communication promoting a product or service, except for communications in the form of (1) any face-to-face communication we have with you or (2) a promotional gift of nominal value that we provide. If marketing involves our receipt of any payment from or on behalf of a third party whose product or service is being described, the authorization will state that such payment is involved.
- **Sale of PHI.** We must obtain your authorization before any sale of PHI, and such an authorization will state that the disclosure will result in our receipt of remuneration. It is not considered a sale of PHI, however, if the disclosure is required by law or is for purposes of (1) a sale, transfer, merger or consolidation of all or part of us with or into another HIPAA-covered entity, (2) our subcontractors (or others on their behalf) performing legitimate services and receiving payment from us only for the performance of such services, or (3) for any other purpose permitted by the HIPAA privacy rule where the only remuneration we (or our business associates) receive is a reasonable cost-based fee for preparing and transmitting the PHI or such other fee expressly permitted by law.

All other uses or disclosures of your PHI not described in this Notice will be made only with your written authoriza-

tion. You may revoke an authorization at any time in writing, but such revocation will not apply to the extent that we have already taken action in reliance on your authorization. To the extent the authorization was obtained as a condition of obtaining insurance coverage, other law may provide the insurer with the right to contest a claim under the policy or the policy itself.

## **YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION**

You have certain rights regarding your PHI that we maintain about you.

- **Right To Access Your PHI.** You have the right to review or obtain copies of your PHI, with some limited exceptions. Your request to review and/or obtain a copy of your PHI records must be made in writing. We may charge a fee for the costs of producing, copying and mailing your requested information, but we will tell you the cost in advance. We may also deny such request. If you are denied access, you may ask that our denial be reviewed. You have a right to receive electronic copies of your PHI, but only to the extent it is electronically maintained.
- **Right to Amend Your PHI.** You have a right to amend your PHI with a written request specifying the reason you are seeking the amendment. We have the right to deny your request to amend your PHI records if (1) we did not create the record, unless you provide a reasonable basis for us to believe that the originator of the PHI is not available to act on the requested amendment, (2) you ask us to amend information that is not part of your record, (3) you ask us to amend information that is not available for inspection under HIPAA, or (4) you ask to amend a record that we determine to be accurate and complete. If we deny your request to amend, we will notify you in writing and include the reason for the denial. You then have the right to submit to us a written statement of disagreement with our decision which will be added to your records, and we have the right to rebut that statement. If we agree to amend the records as requested, we will inform you the amendment has been accepted. We will also make reasonable efforts to inform others, including specific parties named by you of the changes.
- **Right to an Accounting of Disclosures.** You have the right to receive an accounting of disclosures of your PHI made by us during the six years prior to your request. The accounting will not include disclosures of information: (1) made more than 6 years prior to your request; (2) for treatment, payment and health care operations; (3) to you or pursuant to your authorization; (4) to correctional institutions or law enforcement officials; and (5) other disclosures that federal law does not require us to provide an accounting. The first accounting that

you request within a 12-month period will be free. For additional accountings within the same time period, we may charge for providing the accounting, but we will tell you the cost in advance. Your request must be made in writing and must state the period of time for which you are requesting an accounting.

- **Right To Request Restrictions on the Use and Disclosure of Your PHI.** You have the right to request that we restrict or limit how we use or disclose your PHI for treatment, payment or health care operations. We may not agree to your request, except where the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law and the PHI pertains solely to a health care item or service that you (or others, other than the insurer, on your behalf) paid for in full out-of-pocket. If we do agree, we will comply with your request unless the information is needed for an emergency. Your request for a restriction must be made in writing. In your request, you must clearly state (1) what information you want to limit; (2) whether you want to limit how we use or disclose your information, or both; and (3) to whom you want the restrictions to apply.
- **Right To Receive Confidential Communications.** You have the right to request that we use a certain method to communicate with you or that we send information to a certain location if the communication could endanger you. Your request to receive confidential communications must be made in writing. Your request must clearly state that all or part of the communication from us in the usual manner could endanger you. Your request must specify how or where you wish to be contacted. We will accommodate all reasonable requests.
- **Right to a Paper Copy of This Notice.** You have a right at any time to request a paper copy of this Notice, even if you had previously agreed to receive an electronic copy. You may obtain a copy of this Notice by contacting our HIPAA Privacy Officer. See the end of this Notice for the contact information.
- **Contact Information for Exercising Your Rights.** You may exercise any of the rights described above by contacting our HIPAA Privacy Officer. See the end of this Notice for the contact information.
- **Breach Notification Requirements.** AIG Companies will comply with the requirements of the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and its implementing regulations, including the final HIPAA Rules, to provide notification to affected individuals, HHS, and the media (when required) if we or one of our business associates discovers a breach of unsecured PHI. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.

## CHANGES TO THIS NOTICE

We reserve the right to change the terms of this Notice at any time, effective for PHI that we already have about you as well as any information that we receive in the future. We will provide you with a copy of the new Notice whenever we make a material change to the privacy practices described in this Notice and post a copy on our website. You may also use the contact information below to obtain a copy of this Notice.

## COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint, in writing, to the HIPAA Privacy Officer listed at the end of this Notice. Please include your policy number in any complaint. Alternatively, you may file a complaint with the Secretary of the HHS. *We will not retaliate against you or penalize you for filing a complaint.*

## CONTACTING THE HIPAA PRIVACY OFFICER

If you have any complaints or questions about this Notice or you want to submit a written request as required in any of the previous sections of this Notice, please contact:

### HIPAA Privacy Officer

**Address:** 2919 Allen Parkway L3-20  
Houston, TX 77019

**Email:** [hipaaquestions@aig.com](mailto:hipaaquestions@aig.com)

### Telephone:

American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-888-2452
AIG's Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786





The DAN Foundation, Inc. (Divers Alert Network)  
6 West Colony Place  
Durham, NC 27705 USA

**DAN.org**

**Phone:** +1-919-684-2948

**Facsimile:** +1-919-490-6630

**DAN Toll Free:** 1-800-446-2671

**DAN Emergency Hotline:** +1-919-684-9111

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Part #: 013-1026