



DESCRIPTION OF COVERAGE GOLD PLAN

(August 2007)

Schedule of Coverages & Services	Maximum Benefits Per Person
Part A – Medical Protection Emergency Medical Expense including: rescue, emergency evacuation, treatment and transfer, Policy limit.	\$ 250,000
Part B – Travel Protection while on a Diving Vacation Travel tickets and Extra accommodation	\$ 5,000
Trip Cancellation (\$100 deductible)	\$ 1,000
Trip Interruption (\$100 deductible)	\$ 1,000
Part C - Personal Diving Equipment	\$ 2,500
Part D – Accidental Death, Dismemberment and Paralysis	various levels up to \$25,000
Part E – Repatriation of remains	\$ 5,000
Depth limit	Not limited
Worldwide Emergency Assistance Services 24 hour coverage while on a diving vacation	

PREFACE

This is personal accident medical expense group insurance covering members of the DiveAssure Association who have enrolled in the Gold USA plan.

The Insurer will pay in accordance with the above Schedule, subject to the terms, conditions, and limitations of the Master Policy, when as a direct result of participation in a Covered Activity, you suffer an Injury.

All coverages are per person. All coverages are Primary. *All amounts appearing herein are United States Dollar amounts.*

Part A - MEDICAL PROTECTION

Payment of Usual and Customary Charges for services given to You for Rescue, Emergency Evacuation and Transfer to Hospital, and expenses incurred in the diagnosis, treatment, including treatment in a hyperbaric chamber, laboratory tests, x-rays and other treatment given to You, which is essential to save your life or is reasonably required for treatment of the Injury caused by Participation in the Covered Activity. Such expenses must be incurred within 365 days after the date of the Injury. These services must be ordered by a Physician. In case of Emergency Evacuation a pre-authorization is required.

In the event hyperbaric chamber treatment is required, Travel Guard must be notified as soon as reasonably possible.

Emergency Evacuation means:

1. Your medical condition warrants immediate transportation from the place where You are Injured or suffer an emergency sickness to the nearest hospital where appropriate medical treatment can be obtained;
2. After being treated at a local hospital, Your medical condition warrants transportation to where You reside, to obtain further medical treatment or to recover;
3. All of the above.

Covered Expenses are usual and customary expenses, up to the maximum, for necessary transportation, medical services, and medical supplies incurred in connection with Your Emergency Evacuation. All transportation arrangements made for Your evacuation must be by the most direct and economical route possible.

Expenses for your Emergency Evacuation must be:

1. Recommended by the attending Physician;
2. Required by the standard regulations of the conveyance transporting You;
3. Verified and approved in advance by Travel Guard.

Expenses for medical services and supplies must be recommended by the attending Physician. Transportation means any land, water, or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances, and private motor vehicles. The Insurer will not cover any expenses provided by another party at no cost to You or already included in the cost of the scheduled Trip.

All transportation must be authorized and arranged through Travel Guard.

**To access Emergency Assistance, call Travel Guard operation center at: [1-800-401-2271]
or call collect: [01-713-260-5507]**

Part B - TRAVEL PROTECTION

B.1. Travel Tickets

The Insurer will indemnify You and Your Traveling Companion for Reasonable Expenses incurred to purchase additional travel tickets to Your original point of departure if due to an Injury to you and on the written instructions of the treating Physician, You are prevented from using the originally purchased travel tickets.

B.2. Extra Accommodation Expenses

The Insurer will indemnify You and Your Traveling Companion for reasonable additional lodging accommodation expenses incurred in order to remain in the place where You receive medical treatment following an Injury on the written instructions of the treating Physician up to a maximum of \$125 per day.

In no case shall the maximum amount payable under this Coverage B.2. exceed the maximum benefit stated in the Schedule.

B.3. Diving Vacation cancellation / interruption

The Insurer will reimburse You for the unused non-refundable portion of travel and accommodation expenses paid or contracted to be paid as a result of a Diving Vacation being unavoidably cancelled or interrupted due to death or injury or illness, up to the maximum shown on the Schedule less the deductible amount of \$100, subject to the terms and conditions of the Master Policy.

Additional Conditions and Exclusions – Part B

In addition to the general exclusions:

1. The Insurer will not be liable for claims, under this Coverage part B, directly or indirectly arising from any hazardous pursuit or occupation or flying except whilst flying as a passenger in a fully-licensed multi-engine passenger-carrying aircraft.
2. In the event of cancellation/interruption of the Diving vacation: (1) with regard to Sickness or Injury of the Insured, a Physician has recommended in writing, that due to the severity of the condition of the Insured, it is Medically Necessary that the Insured cancel his or her travel plans. The Insured must be under the direct care and attendance of a Physician; and (2) with regard to death of the Insured, such death has been certified by a Physician or other person legally qualified to certify a person's death.
3. The Insured must notify the Company as soon as reasonably possible in the event of a Travel Cancellation or Travel Interruption claim. The Company will not be liable for any additional penalty

charges incurred that would not have been imposed had notice been provided as soon as reasonably possible.

4. In no event shall the amount reimbursed exceed the lesser of; the amount You pre-paid for Your Trip, or the maximum benefit shown on the Schedule of Coverages.
5. **Deductible:** The Insurer shall not pay the first \$100 of each and every claim in respect of interruption or cancellation.

PRE-EXISTING CONDITIONS

Pre-Existing Conditions means the Insurer will not pay under any coverage in Parts A and B for any claims arising from an injury, sickness, or other condition of Yourself, a Traveling Companion or an Immediate Family Member if within the 60 day period before the departure date for the Covered Activity, medical advice, or treatment by a physician was received by You for the same sickness or condition.

Part C – Personal Diving Equipment

The Insurer will reimburse You up to the maximum shown on the Schedule of Coverages for loss, theft or damage to Your Personal Diving Equipment if lost at the time of the occurrence of an Injury due to participation in a Covered Activity. The Insurer will pay the lesser of the following: actual cash value at the time of the loss, less depreciation as determined by the Insurer, or the cost of repair or replacement.

Part D – Accidental Death, Dismemberment and Paralysis

If You sustain an Injury as a direct result of participation in a Covered Activity, which results in loss of life; actual severance of limb; or entire and irrecoverable loss of: eyesight, speech, or hearing; within 365 days of the date of the accident, the Insurer will pay the applicable amount as follows: the full benefit amount is paid for loss of life, two hands or two feet, speech and hearing in both ears, one hand and one foot, sight in both eyes, one hand or one foot and sight in one eye. One half of the benefit amount is paid for loss of one hand or one foot, speech or hearing in both ears, sight of one eye. One fourth of the benefit is paid for loss of the thumb and index finger of the same hand. In no event will the Insurer pay more than the maximum amount shown on the Schedule of Coverages for all losses due to the same accident.

“Loss” of a hand or foot means complete severance through or above the wrist or ankle joint. “Loss” of sight of an eye means total and irrecoverable loss of the entire sight in that eye. “Loss” of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. “Loss” of speech means total and irrecoverable loss of the entire ability to speak. “Loss of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.”

Paralysis Benefit: If Injury to the Insured results, within 365 days of the date of the accident that caused the Injury, in any one of the types of paralysis specified below, the Insurer will pay the percentage of the Maximum Amount shown below for that type of paralysis:

Type of Paralysis	Percentage of Maximum Amount
Quadriplegia	100%
Paraplegia	100%
Hemiplegia	75%
Uniplegia	25%

“**Quadriplegia**” means the complete and irreversible paralysis of both upper and both lower limbs.

“**Paraplegia**” means the complete and irreversible paralysis of both lower limbs.

“**Hemiplegia**” means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.

“**Uniplegia**” means the complete and irreversible paralysis of one limb.

“**Limb**” means entire arm or entire leg.

If the Insured suffers more than one type of paralysis as a result of the same accident, only one amount, the largest, will be paid.

Disappearance: The Insurer will pay benefits for loss of life if Your body cannot be located one year after the disappearance of the conveyance in which You were a passenger due to forced landing, stranding, sinking, or wrecking.

In case of dismemberment followed by the death of the Insured, one benefit only, the largest, will be paid to the Insured or the Insured's beneficiaries.

Part E - Repatriation of Remains

Payment of reasonable Covered Expenses incurred to return Your body to the United States if You die outside a 100 mile radius of your home as a result of participation in a Covered Activity. This will not exceed the maximum shown on the Schedule of Coverages. Covered Expenses include, but are not limited to, expenses for embalming, cremation, minimally necessary coffins for transport, and transportation by the most economical and direct conveyance and route possible.

General Exclusions

This policy does not cover any loss caused by or resulting from:

1. Pre-Existing Conditions;
2. Suicide or attempted suicide;
3. Intentionally self-inflicted injuries, or an attempt to commit suicide;
4. Declared or undeclared war, or any act of declared or undeclared war;
5. Participation in any military maneuver or training exercise (except for short term or reserve duty for regularly scheduled training);
6. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. Mental or emotional disorders;
8. Participation as a professional in an underwater competition;
9. In Minnesota, being under the influence of narcotics unless taken under the advice of a Physician;
In South Dakota, being under the influence of drugs or intoxicants during the commission of a felony;
In all other states, being under the influence of drugs or intoxicants unless taken under the advice of a Physician;
10. Commission or the attempt to commit a criminal act;
11. Participating in bodily contact sports; winter sports; skydiving; hang gliding; parachuting; mountaineering; any race; bungee cord jumping; or speed contest;
12. Driving or motorcycling as either driver or passenger, unless the driver holds a current driving license;
13. Dental treatment except as a result of accidental Injury to sound, natural teeth within twelve (12) months of the accidental Injury;
14. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
15. Diving while in an abnormal state of which You were aware and/or due to which You were disqualified or not entitled to engage in diving;
16. Diving as a professional diver other than; as a diving instructor, dive master, underwater photographer, or while performing research under the auspices and following the guidelines of the American Academy of Underwater Sciences (AAUS).
17. Diving in an area where diving is forbidden;
18. Curtailment or delayed return for other than covered reasons.
19. Sickness, disease or infections of any kind; except bacterial infections due to accidental ingestion of contaminated substances or pyogenic infections which result from an Injury;
20. In South Dakota, any condition for which benefits are paid to the Insured under any Workers' Compensation Act or similar law; In all other states, any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.

The following exclusions apply to personal Diving Equipment coverage only in Part C:

ANY LOSS OR DAMAGE TO:

Internal damage to a wrist watch, or damage to the glass of a wrist watch, tearing of straps and buckles or photographic equipment; animals; automobiles and their equipment; boats; trailers, motors; motorcycles; other conveyances and their equipment (except bicycles while checked as baggage with a Common Carrier); household effects and furnishings; sporting equipment if loss or damage result from the use thereof; antiques and collectors items; eyeglasses, sunglasses, and contact lenses; artificial teeth and dental bridges; hearing aids; prosthetic limbs; keys, money, securities and documents; tickets; credit cards; professional or occupational equipment or property; and personal computers.

ANY LOSS CAUSED BY OR RESULTING FROM:

Breakage of brittle or fragile articles; wear and tear, gradual deterioration; insects or vermin; inherent vice or damage; confiscation or expropriation by order of any government; radioactive contamination; war or any act of war whether declared or not; theft or pilferage while left unattended in any vehicle; mysterious disappearance; property illegally acquired, kept, stored or transported; insurrection or rebellion; imprudent action or omission; and property shipped as freight or shipped prior to the scheduled departure date.

DEFINITIONS

"Common Carrier" - means an air conveyance operating under a license for the transportation of passengers for hire.

"Covered Activity(ies)" means making a Dive.

"Decompression Illness" means decompression sickness or arterial gas embolism resulting from a Covered Activity.

"Dive/Diving" - means recreational snorkeling or scuba diving, dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists. A Dive begins upon entry into the water and ends upon exit from the water. A Dive must begin while coverage is in force with respect to the Insured and must occur in an area in which snorkeling and/or scuba diving is not prohibited. In the case of scuba Diving, the Insured must be equipped with Personal Diving Equipment."

"Diving Vacation" means: A vacation spent in a diving resort or diving facility and/or specifically includes a Diving trip.

"Economy Airfare" - means the lowest published rate for a one-way ticket.

"Emergency Sickness" means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured's condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to You suffering the symptom and while You are participating in a Covered Activity.

"Hospital" means a facility which: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward room, wing, or other section of the hospital that is used for such purposes or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces unless the Insured is legally required to pay for services.

"Injury" means bodily injury or Decompression Illness that: (1) occurs while coverage under the Policy is in force with respect to the Insured whose injury is the basis of claim; 2) occurs while the Insured is participating in a Covered Activity; and 3) results directly and independently of all other cause in a covered loss.

“The Insurer” - means National Union Fire Insurance Company of Pittsburgh, Pa.

“Medically necessary” means that a Covered Accident Medical Service is: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

“Personal Diving Equipment” – means:

- Diving equipment, Your property or property in Your control, which feeds compressed or enriched gas
- Floating balance
- Rapid release buckle on the diving appliance
- Belt and on the weights
- Instrument to measure time and to measure depth (one per couple), and
- Warning instrument showing depletion of gas in the tank.

“Physician” means a licensed practitioner of the healing arts acting within the scope of his/her license. The treating Physician may not be Yourself, a Traveling Companion, or an Immediate Family Member.

“Traveling Companion” - means a person who is sharing travel arrangements with You (to a maximum of four persons including You).

“Usual and Customary Charge(s)” means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit, does not exceed the Hospital’s most common charge for semi-private room and board); and (3) does not include charges that would not have been made if no insurance existed.

“You or Your” - means a Person who has paid the required premium for the protection plan provided herein.

A Person must be at least 10 years of age and qualified as a diver; the holder of a valid diver’s certificate (recognized by international diving organizations); and is Diving according to the generally accepted standards of the diving community or who is in the process of obtaining his qualification as a diver and is under the supervision of and diving with a qualified diving instructor affiliated with a certifying organization or agency.

WORLDWIDE EMERGENCY ASSISTANCE SERVICES

Worldwide Emergency Assistance - Travel Guard

A 24-hour emergency telephone assistance service is available for Your benefit so that, in the event of a diving emergency while on the Trip, English speaking help and advice may be furnished to You.

Note: Problems of distance, information and communication make it impossible for CHARTIS INSURANCE Claim Services, Inc. to assume any responsibility for the availability, quality, use or result of any emergency service. In all cases, You are still responsible for obtaining, using and paying for Your own required services of all types.

24-Hour Medical Assistance Hot Line:

Travel Guard provides 24-Hour Worldwide Medical Information and Assistance, multilingual assistance and consultation along with non-diving related medical referrals to physicians, hospitals and specialists.

Medical Evacuation:

Travel Guard will make arrangements for any and all means necessary to transport the Insured back home when medically necessary.

Emergency Medical Payments:

If a Hospital demands a cash deposit or settlement prior to leaving, **Travel Guard** will arrange the advancement of funds to cover on-site Medical Expenses.

24-Hour Medical Monitoring:

Physicians monitor the Insured’s condition by maintaining close contact with the attending physicians, his/her family Physician, and Immediate Family Members.

Return of Dependent children:

Travel Guard will Arrange and pay for one-way economy airfare to return children home if you become ill or injured and cannot attend to their needs.

Return of Traveling Companion:

Travel Guard will arrange and pay for one-way economy airfare for a traveling companion if the companion loses previously made travel arrangements because of Your medical emergency.

Return of Vehicle:

Travel Guard will Arrange and pay to return your unattended vehicle to the rental agency or to the current principal residence in case of a medical emergency

Family or friend Visit:

Travel Guard will arrange and pay for economy round-trip airfare for an Immediate Family Member or close friend if you are traveling alone and require hospitalization for more than seven consecutive days.

Prescription Assistance:

When required, **Travel Guard** will arrange replacement of lost or stolen medication, through a local pharmacy or special courier.

Transportation of Mortal Remains:

In the event of death while traveling, **Travel Guard** will make the necessary arrangements and payment for the return of remains to the place of burial.

24-Hour Legal Assistance (*)

In a legal emergency, referral to a local legal advisor and advance of funds for bail and legal fees.

Travel Documents Assistance

Travel Guard will help retrieve, report, and reissue lost or stolen travel documents.

Emergency Cash Transfer

Travel Guard will, whenever possible, coordinate with the Insured and a wire agency, in obtaining funds in local currency for medical or travel emergencies.

Emergency Message Center

Travel Guard will assist with and pay for transmission of emergency messages to family and business associates.

Interpretation Services

Travel Guard will provide emergency language support or referral to the appropriate local services.

24-Hour Travel Services (*)

Travel Guard provides 24-hour assistance for emergency travel needs and allows you to make emergency travel changes such as rebooking flights, making hotel reservations, tracking lost luggage, and replacing lost credit cards.

Pre-trip Information

Travel Guard will provide the following pre-trip services: Visa, passport and inoculation requirements; Cultural information; Weather conditions; Embassy and consular referrals; Foreign exchange rates; and travel advisories.

Insurance Claims Assistance

Travel Guard will provide assistance in obtaining information for insurance claims generated overseas for cases coordinated through Travel Guard.

Bail Advances

Travel Guard will provide up to \$5,000 in bail funds with an acceptable guarantee of reimbursement.

CLAIMS PROCEDURE

To facilitate prompt claims settlement:

TRIP CANCELLATION CLAIMS: IMMEDIATELY Call CHARTIS INSURANCE Claim Services to report Your cancellation and avoid non-covered expenses due to late reporting. CHARTIS INSURANCE Claim Services will then advise You on how to obtain the appropriate form to be completed by You and the attending Physician.

INTERRUPTION: Obtain medical statements from the doctors in attendance in the country where Sickness or Injury occurred. These statements should give complete diagnosis, stating that the Sickness or Injury prevented traveling on dates contracted. Provide all unused transportation tickets, official receipts, etc.

MEDICAL EXPENSES: Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment.

PERSONAL DIVING EQUIPMENT: In case of covered loss, theft, or damage to Personal Diving Equipment (See Part C above), contact the hotel/resort manager, tour guide or representative, and the local police; report occurrence and obtain a written statement and a police report.

To obtain claim forms and any additional information on how to report a claim, call or write:

**Chartis Insurance
A&H Claims Department
P. O. Box 25987
Shawnee Mission, KS 66225
800-551-0824 (Toll Free)
866- 893-5984 (Fax)**

General Conditions

Other Insurance

On the occurrence of the Injury You must give the Insurer notice immediately of any other insurance taken out for risks covered by this Insurance.

Health condition and material facts

The Insurer will not be liable for claims where, at the time of this Insurance being effected and/or prior to the booking of each separate Diving vacation:

1. You are aware of any medical condition or set of circumstances which could be reasonably expected to give rise to a claim.
2. You;
 - 2.1 Have during the twelve months prior to this Insurance being effected and/or prior to the booking of each separate Diving vacation suffered from any chronic and/or recurring illness of a serious nature which has necessitated consultation or treatment unless declared to and accepted by the Insurer.
 - 2.2 Are suffering from anxiety or depression or from any previously diagnosed psychiatric disorder.
 - 2.3 Are receiving or on a waiting list for in-patient treatment in a hospital or nursing home.
 - 2.4 Are expected to give birth before or within eight weeks of the return date of the Diving vacation.
 - 2.5 Are traveling against the advice of a registered medical practitioner or for the purpose of obtaining medical treatment abroad.
 - 2.6 Have been given a terminal prognosis.

TERM OF COVERAGE

Eligibility dates: Benefits under this program begin on the date of purchase, unless a future start date was chosen at the time of enrollment in which case it will begin at that date.

Part	Coverage Begins	Coverage Ends
Diving accident - Medical protection; Loss of personal diving equipment; Repatriation of remains. Accidental death or disablement;	Immediately after registration and payment (provided payment was not charged back/declined), upon commencement of Your Diving.	Upon exit from the water after Your Diving / At the end of membership.
Diving vacation - Medical protection; Extra accommodation expenses; Family non-diving accident; Repatriation of remains;	Immediately upon registration and payment (provided payment was not charged back/declined) while on a diving vacation.	End of membership / At the end of Your diving vacation – whichever earlier.
Trip Cancellation	3 days after payment for Your DiveAssure membership.	Upon departure from Your home for a diving vacation/ At the end of membership.
Trip Interruption	Upon departure from Your home for a diving vacation.	Upon departure from the locale of Your Diving Vacation/ At the end of membership.

BENEFICIARY

Your estate.

FOR PLAN INQUIRIES PLEASE CONTACT:

**The DiveAssure Association
16476 Wild Horse Creek Rd.
Chesterfield, MO 63017
Phone: (866) 898 0921
Fax: (270) 294 0720**

This Insurance, under Policy # 9100743 is underwritten by:

National Union Fire Insurance Company of Pittsburgh, Pa.

Executive Offices: 70 Pine Street, New York, NY 10270

(212) 770-7000

(A capital stock company, herein referred to as the Insurer)

This is only a brief description of the coverage(s) available under policy series C11695MO. The policy contains reductions, limitations, exclusions, and termination provisions. Full details of the coverage are contained in the policy.

Complete provisions pertaining to this insurance are contained in the Master Policy on file with the policyholder, DiveAssure Association. In the event of any conflict between this Description of Coverage and the Master Policy, the Policy will govern.

Non-insurance services under the Travel Guard are provided by CHARTIS INSURANCE International Services.

A Privacy Notice can be found at <http://www.diveassure.com/new/lang/usa/DBGPrivacyNotice.html>