

GOLD / PLATINUM/ DIAMOND
DIVING ACCIDENT INSURANCE
Description of Coverage (DOC)
C&F/USA/August 2023

PREFACE

This is a Group Accident Only Policy, providing benefits relating to covered Dive, Non-Dive and Named Water Sports accidents, injury and emergency medical expenses for eligible members of the DiveAssure Association.

United States Fire Insurance Company, the Insurer, will pay or reimburse You in accordance with the Schedule below, subject to the terms, conditions, and limitations of the Policy, when as a direct result of participation in a Covered Activity, You suffer an Injury.

This is a brief description of coverage provided under the policy and is subject to the terms, conditions, limitations and exclusions of the policy. Please see the policy and certificate for complete details. Coverage may vary.

SCHEDULE OF BENEFITS - United States Dollars

Plan/Coverage	Class 1	Class 2
Emergency Medical Transportation (includes Repatriation of Remains)	\$250,000	\$250,000

Plan as chosen on the Enrollment Form	Gold	Platinum	Diamond
Eligible Class	Class 1 & 2	Class 1 & 2	Class 1 & 2
Emergency Evacuation and Medical Repatriation Benefits			
Additional Emergency Medical Transportation	Not Included	\$250,000	\$500,000
Home Country Medical Evacuation & Repatriation	\$250,000	\$500,000	\$500,000
Travel Assistance Insurance Benefit			
Search & Rescue (Dive Accident)	\$50,000	\$100,000	\$250,000
Repatriation of Remains	\$5,000	\$10,000	\$15,000
Visit of Family Member or Friend	\$1,000	\$1,500	\$2,500
Dive Accident Benefits			
Covered Medical Expenses (Per Occurrence)	\$250,000	\$500,000	\$750,000
Accidental Death & Dismemberment due to a Dive Accident	\$10,000	\$25,000	\$50,000
Permanent & Total Disability due to a Dive Accident	\$10,000	\$25,000	\$50,000
Extra Transportation	\$1,000	\$2,500	\$5,000
Extra Accommodations	\$1,000	\$1,500	\$2,500

Loss of Diving Equipment	\$1,000	\$2,500	\$5,000
Non-Dive Accident Benefits			
Medical Expenses for injuries from a Named Water Sport	\$50,000	\$100,000	\$250,000
Accidental Death & Dismemberment due to a Named Water Sport	\$10,000	\$25,000	\$50,000
Permanent & Total Disability due to a Named Water Sport	\$10,000	\$25,000	\$50,000
General			
Travel Assistance	Yes	Yes	Yes
Mixed Gases	Yes	Yes	Yes
Rebreather	Yes	Yes	Yes
Cave Diving	Yes	Yes	Yes
Ice Diving	Yes	Yes	Yes
Depth Limit	None	None	None
Territorial Coverage	Worldwide	Worldwide	Worldwide

DIVE ACCIDENT BENEFITS; COVERED MEDICAL EXPENSES

We will pay the Covered Charges described below subject to the terms and limitations contained herein.

COVERED CHARGES means eligible expenses that are for Medically Necessary services, supplies, care, or treatment for a Covered Diving Accident. The Accident must occur while Insurance is in force. Eligible expenses must be incurred within 365 days of the Accident. Medical services, supplies, care, or treatment must be prescribed, performed, or ordered by a Physician. Charges for such services, supplies, care, or treatment must be Usual and Customary. We will not pay for charges in excess of the lifetime maximum shown in the Schedule of Benefits for the plan of insurance selected.

COVERED MEDICAL EXPENSES

Covered Charges include the following:

1. Hyperbaric Chamber treatment charges for up to 1 treatments per Covered Diving Accident. Any treatment after the first must be approved by Robin Assist, (Toll Free – 1(855) 308-3483 or Local – (319) 448-3483), the Policyholder, or its designated agent.
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 eligible for reimbursement under the Emergency Medical Transportation Benefit. All transportation involving air or marine ambulance service must be approved in advance 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 (this does not include charges for professional services rendered at the hospital by non-employees); 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 semi-private room rate for the Hospital where confined. If the Hospital where confined has only private rooms, the daily Hospital allowance will be 80% 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:
 - i. the charges are due to surgery;
 - ii. benefits for these charges would have been payable if the surgery had been done in a Hospital; and,
 - iii. 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. d. Nursing, physiotherapy, and occupational therapy charges for:
 - i. private duty nursing care by a Nurse; and
 - ii. treatment by a licensed physiotherapist; and
 - iii. treatment by a licensed occupational therapist charges.
- e. Radiological and laboratory charges for X-rays, radiological treatment, and diagnostic laboratory tests.
- f. Medical supply charges for:
 - i. casts, splints, trusses, braces, crutches, and surgical dressing; and
 - ii. artificial eyes and limbs for the initial replacement of natural eyes and limbs severed while an Insured Person; and
 - iii. 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. We may, at our discretion, approve purchase of such items.

g. Manipulative therapy (e.g. the use of body work or massage therapy and other physical manipulation of the body for healing, such as osteopathy and chiropractic) and acupuncture are limited to \$250 per calendar year and payable at \$25 per visit for ten (10) visits.

In the event hyperbaric chamber treatment is required, Robin Assist must be notified. Failing to obtain the above may result in Your claim being denied.

For Emergency Assistance contact Robin Assist*

Tel: Toll Free – 855-308-3483; For international dialing +1-319-448-3483

Email: diveassure@robinassist.com

Please do not use the Emergency Assistance Service for casual inquiries.

We understand the stresses associated with Emergency situations away from home.
The Emergency Assistance Service is there to help You 24 hours a day, 365 days a year.
Do not try to find Your own solution, let our experts do the work for You.

Notify Robin Assist on all medical emergencies & in all cases involving repatriation or curtailment situations.

IF THIS IS A DIVING RELATED EMERGENCY PLEASE NOTIFY THE OPERATOR SO WE CAN MAKE SURE THE PROPER RESOURCES ARE CONTACTED AS REQUIRED.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS DUE TO A DIVE ACCIDENT

We will pay the indemnity benefit listed in the following table when we received due proof that the Insured Person has sustained a Loss stated therein resulting from a Covered Diving Accident. Such Loss must occur within 365 days of the Covered Diving 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 Covered Diving Accident, only one amount, the largest, will be payable. The Principal Sum for this benefit is indicated in the Schedule of Benefits.

For Loss Of:

Life

Both Hands or Both Feet or Sight of Both Eyes

One Hand and One Foot

Either Hand or Foot and Sight of One Eye

Either Hand or Foot

Sight of One Eye

Payment

Principal Sum

Principal Sum

Principal Sum

Principal Sum

One-Half the
Principal Sum

One-Half the
Principal Sum

For purposes of this section only, the term LOSS means:

1. with regard to hand and foot, actual severance through or above the wrist or ankle joint; and,

2. with regard to eyes, the entire and irrecoverable loss of sight.

Loss of life must be evidenced by a death certificate or such other proof or documentation acceptable to us. Indemnity for the death of the Insured Person will be paid to the estate of the Insured Person. The beneficiary for loss of life for a spouse or dependent shall be the Insured Person.

Permanent and Total Disability Due to a Dive Accident:

When we receive due proof that the Insured Person, who is over 21 years of old, is permanently and totally disabled, we will pay the Principal Sum. The Principal Sum for this benefit is indicated in the Schedule of Benefits.

The Permanent and Total Disability must result from a Covered Diving Accident that occurs while Coverage is in force and must be evidenced by a report from a Physician acceptable to us.

The loss must:

1. Occur within 90 days of the date of the covered Diving Accident;
2. Continue without interruption for at least one year; and
3. Reasonably be expected to continue without interruption until the Insured Person's death.

Indemnity for the death of the Insured Person will be paid to the estate of the Insured Person. The beneficiary for loss of life for a spouse or dependent shall be the Insured Person.

If more than one Loss is sustained as the result of one Covered Diving Accident, only one amount, the largest, will be payable. The Principal Sum for this benefit is indicated in the Schedule of Benefits.

EXTRA TRANSPORTATION BENEFIT

When we receive due proof that the Insured Person was prevented from using their original return trip ticket for transportation due to a delay caused by a Covered Diving Accident, we will pay an Extra Transportation benefit for the return trip. The delay must be on the advice of the attending Physician and the Insured Person must provide us with a copy of the attending Physician's advisory notice. The benefit payable is equal to the difference between a new ticket (in the same class originally booked) and the remaining value of the original ticket for up to the maximum benefit shown in the Schedule of Benefits.

EXTRA ACCOMMODATION BENEFIT

When we receive due proof that the Insured Person was delayed in returning home on the written advice of the attending Physician as a result of a Covered Diving Accident, we will pay benefits for Extra Accommodations. Benefits begin on the first day following the original date the Insured Person should have returned home. The Insured Person must provide bills or receipts of actual expenses and a copy of the attending Physician's advisory notice. The benefit payable is equal to the actual expenses incurred, up to the total maximum benefit amount indicated on the Schedule of benefits for the period of delay.

LOSS OF DIVING EQUIPMENT BENEFIT

If Diving Equipment is lost or unintentionally damaged due to a Covered Diving Accident, we will pay the present market value of the Diving 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 our option, the lost or damaged item may be repaired or replaced in lieu of a cash payment. We may require that the Insured Person deliver the damaged equipment to us prior to payment of this benefit. The maximum benefit per Covered Diving Accident is indicated on the Schedule of Benefits show less.

MEDICAL EXPENSES FOR NON-DIVE ACCIDENT OR INJURIES FROM A NAMED WATER SPORT

When we receive due proof that the Insured Person has incurred charges for treatment of an Injury due to a non-Diving Accident, we will pay the Covered Charges 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:

1. Coverage is in force;
2. the Insured Person is on a trip exclusively for recreational purposes;
3. the Insured Person is outside his or her Home Country (Not Applicable to Named Water Sports); and,
4. the Insured Person is more than 50 miles from his or her primary residence (Not Applicable to Named Water Sports).

Medical 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 Usual and Customary, and we will not pay for charges in excess of the maximum benefit shown in the Schedule of Benefits.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS DUE TO A NAMED WATER SPORT ACCIDENT

We will pay the indemnity benefit listed in the following table when we received due proof that the Insured Person has sustained a Loss stated therein resulting from a Named Water Sport Accident. Such Loss must occur within 365 days of the Named Water Sport 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 or Named Water Sport Accidents, only one amount, the largest, will be payable. The Principal Sum for this benefit is indicated in the Schedule of Benefits.

For Loss Of:

Life
Both Hands or Both Feet or Sight of Both Eyes
One Hand and One Foot
Either Hand or Foot and Sight of One Eye
Either Hand or Foot

Sight of One Eye

Payment

Principal Sum
Principal Sum
Principal Sum
Principal Sum
One-Half the Principal Sum

One-Half the Principal Sum

For purposes of this section only, the term LOSS means:

1. with regard to hand and foot, actual severance through or above the wrist or ankle joint; and,
2. with regard to eyes, the entire and irrecoverable loss of sight.

Loss of life must be evidenced by a death certificate or such other proof or documentation acceptable to us. Indemnity for the death of the Insured Person will be paid to the estate of the Insured Person. The beneficiary for loss of life for a spouse or dependent shall be the Insured Person.

Permanent and Total Disability Due to a Named Water Sport Accident:

When we receive due proof that the Insured Person, who is over 21 years of old, is permanently and totally disabled, we will pay the Principal Sum. The Principal Sum for this benefit is indicated in the Schedule of Benefits.

The Permanent and Total Disability must result from a Named Water Sport Accident that occurs while Coverage is in force and must be evidenced by a report from a Physician acceptable to us.

The loss must:

1. Occur within 90 days of the date of the covered Diving Accident;
2. Continue without interruption for at least one year; and
3. 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 Named Water Sport Accident.

EMERGENCY EVACUATION AND MEDICALLY NECESSARY REPATRIATION BENEFITS

When we receive due proof that the Insured Person has suffered a medical emergency during the course of a Trip and such condition requires an Emergency Evacuation or Medically Necessary Repatriation, we will pay the Covered Expenses incurred for such evacuation or repatriation up to the benefit limit, including any Additional Emergency Medical Transportation Benefit as shown on the Schedule of Benefits.

EMERGENCY EVACUATION means:

1. the medical condition of the Insured Person and Medical Necessity warrants immediate transportation from the place where the Sickness or Injury occurs to the nearest Hospital or medical facility where appropriate medical treatment can be obtained;
2. after being treated at the nearest Hospital or medical facility, Medical Necessity warrants transportation to a different Hospital or medical facility for further care, treatment, or evaluation.

MEDICALLY NECESSARY REPATRIATION means that due to Medical Necessity, the Insured Person requires transportation to either:

1. the Insured Person's place of residence; or,
2. the region where the Insured Person is living and/or working at the time of the Sickness or Injury; or

3. a different medical facility for further care, treatment, or evaluation. Any Medically Necessary Repatriation shall be undertaken at the sole discretion of the Policyholder in consultation with the Insured Person's treating Physician.

HOME COUNTRY MEDICAL EVACUATION & REPATRIATION

When we receive due proof that the Insured Person has suffered a medical emergency during the course of a Covered Dive, and such condition requires Inpatient hospitalization, we will pay the covered expenses up to the benefit limit for transporting the Insured Person to the Hospital of the Insured Person's choosing located within the Insured Person's Home Country.

We, in our sole discretion, in consultation with the treating Physician and the Policyholder, reserve the right to determine:

1. whether an Insured Person's condition is sufficiently serious to warrant medical Transportation;
2. whether an Insured Person's condition is sufficiently stable to allow Transportation without exposing the Insured Person to additional Injury or an exacerbation of their condition; and,
3. the mode of Transportation.

The Insured Person shall be entitled to use this benefit only once during any twelve (12) month period.

SEARCH AND RESCUE

When we receive due proof that the Insured Person disappeared while making a Covered Dive, and the Coast Guard, local Police, or other National or International service responsible for safety at sea undertake a search in an effort to save the life of the Insured Person, we will provide reimbursement for the expenses of the search and rescue effort up to the benefit limit. Reimbursement shall be limited to expenses incurred by organizations which are specially trained and approved to undertake search and rescue operations. No benefits are payable for expenses for which an Insured Person is not required to pay or charges made only because insurance exists.

REPATRIATION OF REMAINS

When we receive due proof that the Insured Person has died while on a Trip, we will pay the expenses incurred to move the body and return the mortal remains to the person's place of residence, as listed in the administrator's database for burial. Covered expenses include, but are not limited to, expenses for embalming, cremation, necessary government authorizations, coffins, and transportation, up to the benefit limit shown in the Schedule of Benefits

VISIT OF A FAMILY MEMBER

If an Insured Person is traveling alone on a Trip and requires hospitalization for more than 3 consecutive days, such Insured Person will be reimbursed for round-trip economy transportation for a person chosen by the Insured Person to travel to the site of his/her hospitalization and return to the point of that person's departure, up to the benefit limit shown in the Schedule of Benefits.

DEFINITIONS

ACCIDENT means a sudden, unexpected, unintended and external event, which causes Injury.

ARTERIAL GAS EMBOLISM (AGE) means signs and symptoms due to gas entering the arterial system as a result of overpressurization of gas-containing body structures during a Covered Dive.

COMMERCIAL DIVER means a diver who uses scuba or a surface supplied air source, other than Dive Professionals or Photographers/Videoographers, who engages in diving activities as a business venture and receives compensation or some other form of consideration in exchange for the services rendered. Diving activities of Commercial Divers include, but are not limited to, construction, inspection, search and rescue, salvage, repair, and gathering or fishing for seafood.

CONTRIBUTORY means that the benefits provided require premium payment by the Insured Person.

COVERAGE means the insurance that an Insured Person has under the Policy.

COVERED DIVE or **COVERED DIVING ACTIVITY** means recreational free diving (Apnea), snorkeling and/or scuba diving from the moment the Insured Person enters the water until they exit from the water; provided Coverage is in force when the Insured Person enters the water.

COVERED DIVING ACCIDENT means an Accident or DCI resulting from a Covered Dive to a planned depth not greater than 130 feet. For Gold, Platinum and Diamond Plans only, it means an Accident, DCI, or any Injury that results from 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.

DIVING EQUIPMENT means diving equipment that is worn on the diver's person that is lost or damaged due to a Covered Diving Accident 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.

DIVING STUDENT means a person who participates in a course of instruction that leads to an entry level diving certification. The course of instruction must be of limited duration (16 weeks or less) and be limited to the minimum number of dives required by the training association for entry level certification. These dives must conform to the training standards of the covered training association. The Training association must be one known to and approved by the Policyholder.

DIVING VACATION means a Trip, the main purpose and intent of which is to engage in a Covered Diving Activity at a diving resort or diving facility which offers recreational scuba diving, where the Insured Person has either paid for or arranged diving activities in advance of embarking on the Trip.

DOMESTIC PARTNER means a person who is at least eighteen years of age and the Insured Person can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of

cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

ELECTIVE TREATMENT AND PROCEDURES means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

EXTRA ACCOMMODATIONS means lodging or hotel room charges required because the Insured Person was delayed in returning home due to a Covered Diving Accident. Extra Accommodations does not include hospital stays, transportation, food, or incidentals.

EXTRA TRANSPORTATION means transportation charges for a return home trip that was delayed due to a Covered Diving Accident.

FINANCIAL INSOLVENCY means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other supplier of travel services which is duly licensed in the state(s) of operation other than the Policyholder or the person, organization, agency or firm from whom the Insured Person directly purchased or paid for his or her Trip. There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

GROUP APPLICATION means the signed agreement for coverage under the Policy between the Policyholder and the Company. The application is attached to and made a part of the Policy.

HOME means the Insured Person's primary or secondary residence.

HOME COUNTRY means the country where the Insured Person permanently resides. Such country must be declared in advance with us.

HOSPITAL means an institution, which meets all of the following requirements:

1. it must be operated according to the law;
2. it must give 24 hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis;
3. it must provide diagnostic and surgical facilities supervised by Physicians;
4. registered nurses must be on 24 hour call or duty; and
5. the care must be given either on the hospital's premises or in facilities available to the hospital on a pre-arranged basis.

A Hospital is not: a rest, convalescent, extended care, rehabilitation, or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward, or other section of a hospital used for such purposes).

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 bodily harm caused by an Accident which:

1. occurs while the Insured Person's coverage is in effect under this Policy; and
2. requires examination and treatment by a Physician. The Injury must be the direct cause of loss, must be independent of all other causes, and must not be caused by, or result from, Sickness.

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 Policy.

INSURED PERSON means an eligible person as defined in the Eligibility and Individual Effective Date of Insurance section of this certificate; who completes any required enrollment form, and pays any required premium.

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

1. room and board;
2. nursing care by Nurses who work only in the unit; and,
3. special equipment and supplies that are primarily for use within the unit.

IN-WATER ACCIDENT means an Accident which occurs while the Insured Person is physically in the water and is not riding in, on, or in any other way tethered to or otherwise connected to a motorized or sailing marine vessel and not participating in a Named Water Sport (e.g. a power boat, sailboat, jet ski, etc.).

MEDICALLY NECESSARY or **MEDICAL NECESSITY** means services or supplies that the treating Physician determines to be:

1. appropriate and necessary for the symptoms, diagnosis or direct care and treatment of an Injury or Sickness; and,
2. provided for the symptoms, diagnosis or direct care and treatment of an Injury or Sickness; 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'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.

MEMBER means members of DiveAssure Association, Inc.

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.

NAMED WATER SPORTS means:

1. Boating is a leisurely activity which involves the act of operating or riding in or on a boat, which is docked or on the water, for the pleasure of the travel itself. Includes: Canoeing, Cruising, Kayaking, Row Boating and Sailing (as defined below), but excludes fishing.

A. Canoeing is an outdoor activity that involves a special kind of canoe. Open canoes may be "poled" (punted), sailed, "lined" and "tracked" (using ropes), or even "gunnel-pumped."

B. Cruising is a leisurely activity which includes a cruising sailboat. Such boats possess the functionality and amenities of a second home, making extended voyages feasible and comfortable. Cruising does not include a Cruise Ship.

C. Kayaking is a sport or activity where people use kayaks to paddle across the water. The various types of kayaking are defined by the type of waterway that is maneuvered across in the kayak. There is typical kayaking that is done in canals, rivers, streams, and other mainly stagnant waterways. Whitewater kayaking involves taking a kayak down rapids. Ocean kayaking involves paddling in ocean waters and can include trips that last for days at a time.

D. Row Boating is a sport or activity using a row boat. A row boat can be any boat designed to be powered by oars.

E. Sailing is the act of operating or riding in or on a boat whose primary means of propulsion is the wind filling sails on the boat.

2. Behind the Boat Water Sports (does not include Parasailing)

A. Waterskiing is the act of standing on two skis, one ski (slalom skiing), or bare feet while moving across the surface of water. Participants hold onto a tow rope or cable and are pulled by a boat, other watercraft (such as a personal watercraft), or mechanical device such as a winch. Participants may start in the water or out of water, as on a dock or beach.

B. Wakeboarding is the act of standing on a wakeboard, attached to the feet with bindings, while moving across the surface of water. Participants hold onto a tow rope and are pulled by a boat, other watercraft (such as a personal watercraft), or mechanical device such as a winch. Participants may start in the water or out of water, as on a dock or beach. Wake skating is a variant of wakeboarding in which the board does not have bindings.

C. Wake Tubing is the act of riding in an innertube or other inflatable object towed behind a boat or other watercraft (such as a personal watercraft), or by a mechanical device such as a winch. Participants may start in the water or out of water, as on a dock or beach.

3. Surfing is the act of riding breaking waves using a surfboard. A participant generally sits on the floating board until a suitable breaking wave is identified. At that point the participant begins to paddle using his arms and attempts to stand up on the board. Skurfing is a variant in which a surfboard is towed behind a boat, other watercraft (such as a personal watercraft), or a mechanical device such as a winch.

A. Windsurfing, sailboarding, or board sailing is the act of standing on a windsurfer (windsurf board) and using the attached sail to harness wind power for propulsion and direction.

B. Kiteboarding or kitesurfing is the use of a kiteboard (similar to a wakeboard), which may or may not be attached to the feet with foot-straps or bindings, in conjunction with a kite (usually attached to the body with a harness) to move across the surface of water in a standing position. The participant controls the kite with his hands, using it to harness wind power for propulsion.

This coverage does not include **Snow Kiting or training for Kiteboarding without use of the board.**

C. Kneeboarding is the act of kneeling on a kneeboard while moving across the surface of water. Participants hold onto a tow rope and are pulled by a boat, other watercraft (such as a personal watercraft), or mechanical device such as a winch. Participants may start in the water or out of water, as on a dock or beach.

4. Bodyboarding is the act of riding breaking waves using a bodyboard. Participants generally hold onto the board and ride it in a prone or kneeling position. Participants may wear fins.

5. Paddleboarding refers to the act of kneeling on a surfboard or paddleboard and paddling using the arms in a swimming-like motion. Paddleboarding also refers to **stand-up paddle surfing (SUP)** or **stand-up paddle boarding**, which is the act of standing upright on a surfboard or paddleboard and using a long single-bladed paddle for propulsion and direction.

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 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 person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be the Insured Person or a Traveling Companion or any person related to the Insured Person by blood, marriage, or adoption.

POLICY means the contract issued to the Policyholder providing the benefits specified herein.

POLICYHOLDER means the legal entity in whose name the Policy is issued, as shown on the Schedule of Benefits.

PRE-EXISTING CONDITION means an illness, disease, or other condition during the 6 month period immediately prior to the Insured Person's effective date:

1. received or received a recommendation for a diagnostic test, examination, or, medical treatment; or
2. took or received a prescription for drugs or medicine.
3. a condition for which symptoms existed which would cause an ordinarily prudent person to seek diagnosis or treatment prior to embarking on a Diving Vacation.

Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine, and remains treated or controlled without any adjustment or change in the required prescription throughout the 6 month period before coverage is effective under the Policy.

SICKNESS means an illness or disease of the body which:

1. requires examination and treatment by a Physician ; and
2. commences while the insurance is in effect. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the effective date of this insurance is not a Sickness as defined herein and is not covered by the Policy.
3. in those cases where the benefit is conditioned upon the Insured Person's inability to dive, in the opinion of a Physician would prevent the Insured Person from diving while on a Trip.

THIRD PARTY(IES) means anyone other than:

1. the Insured Person;
2. a person related to the Insured Person by blood, marriage, or adoption;
3. the owners, shareholders, staff members or others who are associated with the business which provided the diving services which gave rise to the Accident.

TRAVELING COMPANION means a person whose name appears with the Insured Person on the same Trip arrangement and who, during the Trip, will accompany and/or share accommodations with the Insured Person in the same room, cabin, condominium unit, apartment unit, or other lodging.

TRIP means:

1. a period of round-trip travel not more than ninety(90) days in length that is at least fifty(50) miles from the Insured Person's primary place of residence;
2. the travel is not to obtain health care or medical treatment of any kind; and,
3. the travel is not to a destination where the Insured Person maintains a home or residence.

USUAL AND CUSTOMARY CHARGE means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered and HIAA (Health Insurance Association of America) schedule of fees valued at the 90th percentile and the Anesthesia Relative Value Guide.

EXCLUSIONS

The following exclusion applies to the Covered Medical Expenses for Covered Diving, Non-Diving and Named Water Sports Accidents:

Under this Benefit, no benefits are payable for:

1. charges related to chronic or Pre-existing Conditions;
2. services or supplies for which an Insured Person is not required to pay or charges made only because insurance exists;

3. an Accident for which expenses are compensable under Other Medical Expense Insurance, the Workers' Compensation or Occupational Disease Act or Law of any state, or any services, supplies or treatments provided under any federal, state or other governmental plan or law;
4. charges related to any act due to war, declared or not;
5. Custodial Care;
6. drugs and medicine that may be obtained without written prescription and/or not furnished by and administered during a Hospital confinement as an Inpatient;
7. charges that are more than the Usual and Customary Charges for the services and supplies furnished;
8. Hospital services and supplies when confinement is solely for diagnostic testing purposes;
9. nervous, emotional, or mental disorders;
10. an Accident that occurs after alcohol and/or drug use unless such drug use was prescribed by a Physician;
11. medical exams not required for treatment of injuries from the Accident;
12. routine eye or hearing exams, eye refractions, eye glasses, contact lens, hearing aids, or any type of external appliances used to improve visual or hearing acuity and their fittings;
13. cosmetic or reconstructive procedures, and any related services or supplies, which alter appearance but do not restore or improve impaired physical functions;
14. 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;
 - f. to the extent that benefits are payable under other provisions of this Policy;
 - g. provided or paid for by a governmental plan or law not restricted to the government's civilian employees and their dependents;
 - h. ordered by a family member.

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

The following exclusion applies to The Accident Death and Dismemberment Benefit:

1. We will not pay for loss caused by or resulting from Sickness of any kind.

The following exclusion applies to the Covered Medical Expenses, Permanent and Total Disability From A Covered Diving Accident Only, Covered Medical Expenses For Diving Students benefits:

2. We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in this Policy, including death that results there from.

The following exclusion applies to all benefits:

3. We will not pay for any loss under this Policy, caused by, or resulting from:
- a. suicide, attempted suicide, or intentionally self-inflicted injury of the Insured Person booked to travel with the Insured Person, while sane or insane;
 - b. mental, nervous, or psychological disorders;
 - c. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
 - d. normal pregnancy or resulting childbirth or elective abortion;
 - e. participation as a professional in athletics;
 - f. participation in organized amateur and interscholastic athletic or sports competition or events;
 - g. riding or driving in any motor competition;
 - h. declared or undeclared war, or any act of war;
 - i. civil disorder;
 - j. service in the armed forces of any country;
 - k. nuclear reaction, radiation, or radioactive contamination;
 - l. operating or learning to operate any aircraft, as pilot or crew;
 - m. mountain climbing, bungee cord jumping, snow skiing, skydiving, parachuting, hang gliding, parasailing, or travel on any air supported device, other than on a regularly scheduled airline or air charter company;
 - n. any unlawful criminal acts, committed by the Insured Person;
 - o. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
 - p. a loss or damage caused by detention, confiscation, or destruction by customs;
 - q. Elective Treatment and Procedures;
 - r. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
 - s. bankruptcy, Financial Insolvency, default, or failure to supply services by a travel supplier;
 - t. business, contractual or educational obligations of the Insured Person;
 - u. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements other than Financial Insolvency;
 - v. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when this Policy is not in effect for the Insured Person.

EMERGENCY MEDICAL TRANSPORTATION EXCLUSIONS ON COVERED EXPENSES

No benefits are payable:

- 1. for chronic or Pre-existing Conditions;
- 2. while traveling against the advice of a Physician;
- 3. for treatment which is compensable under Other Medical Expense 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;
- 4. 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;
- 5. for suicide or attempted suicide, while sane or insane, or self-inflicted injury;
- 6. due to war or act of war, declared or undeclared, or service in the armed forces, National Guard, or organized reserve corps of any country or international authority;
- 7. for Injury sustained while participating (i) in professional sports; (ii) in dangerous or high risk sports; or (iii) in club, interscholastic or intercollegiate sports;
- 8. for expenses arising from pregnancy;
- 9. in connection with record-setting/breaking attempts;
- 10. for any nervous, emotional, or mental disorder;

11. in connection with the use of alcohol or drugs, or use of any drug or narcotic agent, except as prescribed by a Physician;
12. as a result, or in connection with, the commission of a crime;
13. where services were provided by a family member.

We shall not be obligated to provide transport services to an Insured Person if, in our sole discretion:

1. the Insured Person is located in a region that is not safely accessible by the company providing the Transportation services;
2. the Insured Person has a contagious infectious disease;
3. the Insured Person's primary diagnosis is psychiatric in nature;
4. the Insured Person was on an organ transplant list at the time he/she embarked on his or her trip and such transport is related to such transplant;
5. the Insured Person requires hospitalization due to a Pre-existing Condition;
6. the Insured Person cannot be transported safely;
7. the Insured Person has been exposed to nuclear reaction or radioactive contamination;
8. the Insured Person is traveling for the purpose of obtaining medical treatment.

WORLDWIDE EMERGENCY ASSISTANCE SERVICES

Emergency Assistance: Robin Assist – 24 hours a day, 7 days per week.*

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

- A. For medical emergencies and assistance with Your medical care, contact Robin Assist at:
- Toll Free – 855-308-3483
 - For international dialing +1-319-448-3483
 - Email: diveassure@robinassist.com

Robin Assist MUST BE NOTIFIED as soon as possible for all situations requiring emergency medical treatment in excess of (\$) 500. Failure to do so will result in substantial co-payments of 50% or denial of the claim.

- B. Clients will have the full benefits of 24 hours/7 day assistance.
- C. These services include pre-authorization and hospital admission.

Note: Problems of distance, information and communication make it impossible for Robin Assist 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 Hotline:

Robin Assist 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:

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

Interpretation Services

Robin Assist will provide emergency language support or referral to the appropriate local services.

CLAIMS PROVISIONS

NOTICE OF CLAIM: We must be given written notice of claim within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the Insured Person's name and enough information to identify him/her.

CLAIM FORMS: When we receive notice of claim, the Insured Person will be sent forms to file proof of loss. If the forms are not sent within 60 days after we receive notice, then the claimant will meet the proof of loss requirements by giving us a written statement of the nature and extent of the loss. This must be sent to us within the time limit stated in the Proof of Loss provision.

PROOF OF LOSS: Written Proof of Loss must be sent to us within 90 days after the date the loss occurs. We will not reduce or deny a claim if it was not reasonably possible to give us written Proof of Loss within the time allowed. In any event, the Insured Person must give us written Proof of Loss within twelve (12) months after the date the loss occurs unless the Insured Person is legally incapacitated.

PHYSICAL EXAMINATION AND AUTOPSY: At our expense, we have the right to have the Insured Person examined as often as necessary while a claim is pending. At our expense, we may require an autopsy unless the law or religion of the Insured Person forbids it.

LEGAL ACTIONS: No legal action may be brought to recover on the Policy within 60 days after written proof of loss has been given. No such action will be brought after three years from the time written proof of loss is required to be given. If a time limit of the Policy is less than allowed by the laws of the State where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

PAYMENT OF CLAIMS: Claims for benefits provided by the Policy will be paid as soon as written proof is received.

Benefits for loss of life will be paid to the Insured Person's estate, or if no estate, to the Insured Person's beneficiary. All other benefits are paid directly to the Insured Person, unless otherwise directed. Any accrued benefits unpaid at the Insured Person's death will be paid to his/her estate, or if no estate, to the Insured Person's beneficiary.

EXAMINATION UNDER OATH: As often as we may reasonably require, you or any person making a claim under the Policy must submit to examination under oath.

To obtain claim forms and any additional information on how to report a claim:

www.diveassure.com

INDIVIDUAL TERMINATION OF INSURANCE

Your coverage automatically ends on the first of the following dates:

1. the date the group policy ends at the option of the Company or the Policyholder;
2. the date insurance ends for your class;
3. the end of the period for which the last premium has been paid for you;
4. your premium due date coinciding with or next following the date you cease to be a dues paying member in good standing with the Policyholder.

Termination of the group Policy will not affect a claim for loss that occurs after premium has been paid.

**For plan inquiries please contact:
THE DIVEASSURE ASSOCIATION**

Administrative Office: 12444 Powerscourt Dr Ste 100,
St. Louis, MO 63131
info@diveassure.com

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5 Christopher Way, Eatontown, NJ 07724

The Policy is issued in and governed by the laws of Illinois.

* Non-Insurance benefits and services are not provided by or affiliated with United States Fire Insurance company.