# STARTDIVE STUDENT DIVING ACCIDENT INSURANCE

EN/GBGSDROW2/June 2017

#### **Preface**

This is a personal accident and emergency medical expense related to diving policy ONLY group insurance covering members of the DiveAssure Association.

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.

#### **SCHEDULE OF BENEFITS - US Dollar**

Plan/Coverage	Student DCS
Medical expenses and policy limit	\$50,000 for Decompression Sickness ONLY
24/7 Travel Assistance- worldwide	Available
Depth Limit	30M
Territorial Coverage	Worldwide

#### **Medical Protection**

Payment of Usual and Customary Charges for services given to You for 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 the participation in the Covered Activity. Such expenses must be incurred within 14 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, GBGAssist <u>must be notified</u> as soon as reasonably possible or your claim can be denied.

**Emergency Evacuation means:** 

- 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 inclusive of the mandatory use of the hyperbaric chamber;
- After being treated at a local hospital, Your medical condition warrants transportation to where You reside, to obtain further medical treatment or to recover;
- 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. <u>Verified and approved in advance by GBGAssist.</u>

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.

## For Emergency Assistance contact GBGASSIST

Telephone:

U.S. and Canada, toll free: 1-866-914-5333 Worldwide, collect 1-905-669-4920 Fax: 1-949-271-2330

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 GBGAssist on all medical emergencies & in all cases involving repatriation or curtailment situations. Failure to do so may result in a 50% co-pay or denial of the claim.

IF THIS IS A DIVING RELATED EMERGENCY PLEASE NOTIFY THE OPERATOR SO WE CAN MAKE SURE THE PROPER RESOURCES

ARE CONTACTED AS REQUIRED

#### **DEFINITIONS**

"Accident" - means an unexpected event occurring in a specific time and location that is identifiable and can be studied and verified.

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

"Covered Activity(ies)" means making a Dive (Diving) during Your ELOW certification course.

A Dive begins upon entry into the water and ends upon exit from the water. A Dive must begin while Your coverage is in force and must occur in an area in which snorkeling and/or scuba diving is not prohibited. In the case of scuba Diving, You must be equipped with Personal Diving Equipment."

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

"Dive/Diving" - means the following entry level diving courses:

- OWD Open Water SCUBA Diving.
- JOWD Junior Open Water SCUBA Diving.
- Try Scuba.
- Try Freediving.
- Snorkeling,
- Breath-hold free-diving (APNOEA) Level 1
- Spear fishing provided it is done without the use of SCUBA Equipment.
- Hookah diving.

You must perform all dives (a) according to the level of Your certification and (b) in strict adherence to the standards and procedures set up by Your certifying agency (provided it is listed <a href="here">here</a>) for the type and depth of the dive you make. You must never plan to exceed the maximum depth and/or bottom time set by Your certifying agency for this type of dive. <a href="Click here">Click here</a> to view our list approved and recognized certifying agencies.

"SCUBA Diving" - means diving using personal SCUBA (Self Contained Underwater Breathing Apparatus) gear. SCUBA diving MUST be done in strict observance of the guidelines and recommendations set by Your Recognized Certifying Agency.

"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) a licensed and registered hyperbaric chamber for dive related emergency and (b) 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 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 Global Benefits Group.

"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.
- Personal diving equipment also includes HOOKAH diving gear property of You or in the Your care, custody or control.

"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.

"Recognized Certifying Agency" - means recognized diving organization that provides guidelines and recommendations for safe diving such as PADI, SSI, NAUI, CMAS, BSAC and RSTC.

"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 level of charges for similar treatment, services or supplies in the locality where the expense is incurred; (3) 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 (4) does not include charges that would not have been made if no insurance existed.

**"You" or "You"** - means a Person who has paid the required membership fees and premiums for the protection plan provided herein who is at least 8 years of age but no more than 75 years old and is either qualified as a diver and is the holder of a valid diver's certificate issued by a Recognized Certifying Agency or 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 Recognized Certifying Agency.

#### **General Conditions**

- 1. All claims must be submitted within 90 days from date of incident. We understand circumstances may exist in which this is not always possible. Any submissions after 90 days will be considered based on individual circumstances
- 2. The insurance provided under both Medical and Evacuation shall be primary.
- 3. You hereby agree to provide details of any known coverage in effect at the time of loss and that GBG has the right to review and potentially subrogate with any undeclared coverage whether known or unknown to You.
- 4. If You or any person acting on his/her behalf shall make any claim or statement knowing the same to be false or fraudulent as regards amount or otherwise, then this Insurance shall become void and all claims hereunder shall be forfeited without refund of premium.
- 5. The Insurer may at their own expense take proceedings in the name of You to recover compensation or secure an indemnity from any third party in respect of any loss, damage or expense covered by this Insurance and any amount so recovered or secured shall belong to the Insurer.

- 6. You must exercise reasonable care to prevent accident, injury, loss or damage and at all times act as if uninsured.
- 7. Unless specified this insurance does not cover anything caused directly or indirectly through bankruptcy/ liquidation of any tour operator, travel agent, and transportation company or accommodation supplier.
- 8. Minimum age 8 Maximum age coverage under this policy will cease upon the attainment of the 75th birthday.
- 9. Benefits and premiums in this policy may be denominated in US Dollars, British Pounds or Euros, and benefits will be stated in the same currency in which the premium is paid.

#### **General Exclusions**

#### This policy does not cover any loss caused by or resulting from: Read this section carefully

#### Health condition and material facts

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

- 1. You are aware of any medical condition or set of circumstances which could be reasonably expected to give rise to a claim.
- 2. Either you, your traveling companion:
  - a) Have/has during the twelve months prior to this Insurance being affected and/or prior to the booking of separate Diving, 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.
  - b) Are/is suffering from anxiety or depression or from any previously diagnosed psychiatric disorder.
  - c) Are/is receiving or on a waiting list for in-patient treatment in a hospital or nursing home.
  - d) Are/is expected to give birth before or within eight weeks of the return date of the Diving vacation.
  - e) Are/is traveling against the advice of a registered medical practitioner or for the purpose of obtaining medical treatment abroad.
  - f) Have/has been given a terminal prognosis.
- 1. Pre-Existing Conditions. Medical Expenses for a Pre-existing, Chronic, or Recurrent Medical Conditions that were being treated immediately prior to or whose onset was diagnosed or predicted or could have been avoided prior to travel and any claim arising in the course of travel undertaken against medical advice or where medical advice has been disregarded and inclusive of:
  - i. Any illness, resulting in hospitalization within the previous 2 years prior to You (s) beginning travel or
  - ii. Has been under a doctor's care for a condition that may result in deterioration of You or a diagnosis being changed as a result of testing for a known situation or
  - iii. Any changes in prescription drugs, therapies or diet that are a result of a previously known condition that can effect degrade or alter You or
  - iv. A person with a terminal condition who either with or without medical approval chooses to travel and becomes ill as a direct consequence of that illness or the onset of a complication due to that illness.
- 2. In respect of Accidental Damage to Natural Teeth, no benefit is payable for injury caused by eating or drinking (even if it contains a foreign body), normal wear and tear, tooth brushing or any other oral hygiene procedure or any means other than extra-oral impact, any form of restorative or remedial work, the use of precious metals, orthodontic treatment of any kind or dental treatment performed in a hospital unless dental surgery is the only treatment available to alleviate pain.
- 3. Suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquors or drugs;
- 4. Evacuation costs where You are not being admitted to a Hospital for Treatment or where costs have not been approved by Company prior to travel commencing;
- 5. Any costs arising after expiry of the current Period of Insurance, unless this Policy has been renewed for a subsequent 12 months or You were being treated during the period of insurance as a result of an accident.
- 6. Any form of treatment or surgery which in the opinion of the Doctors(s) in attendance and GBGAssist can be delayed until your return to your home country.
- 7. If travelling abroad and injured, any expenses incurred after you have returned to your home country.
- 8. Medical Expenses in excess of a limit stated in the Benefits Schedule.
- 9. The amount of the Policy Excess, Deductible or Co-Payment, as stated on the Certificate of Insurance;
- 10. Any cost resulting in an illness, Injury or death from the misuse of drugs or being under the influence of and or direct result and consumption of alcohol (other than a legally prescribed medication by a licensed medical professional).
- 11. 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;

- 12. Needless self-exposure to peril except in an attempt to save human life.
- 13. Intentional or fraudulent acts on Your part or your consequences;
- 14. Declared or undeclared war, or any act of declared or undeclared war;
- 15. Participation in any military maneuver or training exercise (except for short term or reserve duty for regularly scheduled training:
- 16. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 17. Mental or emotional disorders;
- 18. Participation as a professional in an underwater competition;
- 19. Commission or the attempt to commit a criminal act;
- 20. Expeditions, and mountaineering and or trekking above 3500M or 11,500 feet is considered extreme sport and not covered, included and not limited to.
  - a. Expeditions to Mt Everest, K2, Kilimanjaro, Antarctica, The Arctic, North Pole and Greenland.
- 21. Participating in bodily contact sports; winter sports; skydiving; hang gliding; parachuting; mountaineering; any race; bungee cord jumping; or speed contest;
- 22. Driving or motorcycling as either driver or passenger, unless the driver holds a current driving; License, motorcycle holidays or vacations unless approved the insurer and attached as rider or appendix to this policy.
- 23. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- 24. 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;
- 25. 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).
- 26. Diving in an area where diving is forbidden;
- 27. Curtailment or delayed return for other than covered reasons.
- 28. 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;
- 29. 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
- 30. Trips specifically made for the purpose of obtaining medical treatment.
- 31. Cosmetic surgery or remedial surgery, removal of fat or other surplus body tissue and any consequences of such Treatment, weight loss or weight problems/eating disorders, whether or not for psychological purposes, unless required as a direct result of an accident which occurs during the Period of Insurance;
- 32. Treatment for alcoholism, narcotics, drug and substance abuse/dependency or any addictive condition of any kind and any injury or illness arising from You being under the influence of alcohol, drugs or any other intoxicating substance;
- 33. Pregnancy, childbirth whether normal or complicated, including the transfer of a pregnant woman to hospital to give routine childbirth or air travel when You are more than 20 weeks pregnant and was NOT a result of an accident or onset of complications relating from an accident.
- 34. Treatment for mental or nervous disorders, including transitional life events, homesickness, fatigue, jet-lag or work related stress; the costs of psychotherapists, psychologists, family therapists or bereavement counselors.
- 35. Use of any type of firearm(s) (Defined as any device that discharges a projectile of any type).
- 36. Any expenses relating to *search and rescue* operations to find You in mountains, at sea, in the desert, in the jungle and similar remote locations including air/sea rescue charges for evacuation to shore from a vessel or from the sea;
- 37. Charges or fees incurred for the completion of Medical Claim Forms;
- 38. For all claims within Cuba: the insured must pay the service provider at time of service and apply for reimbursement upon return to the US/Country of Residence. Important information for AMERICANS traveling to CUBA. Americans must have US government approval and proper documentation when traveling to Cuba or the claim will be denied.
- 39. Policies are renewable in any country (other than those prohibited by the US Government such as Cuba, Iran and North Korea.)
- 40. War Insurrection and Terrorism: The Insurer shall not be liable for:
  - A. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - B. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly
  - C. arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

- War, hostilities or warlike operations (whether war be declared or not),
- Civil war, Riot, Rebellion,
- Insurrection.
- Revolution,
- Overthrow of the legally constituted government,

#### **WORLDWIDE EMERGENCY ASSISTANCE SERVICES**

### Emergence Assistance: GBGAssist - 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 GBG Assist at USA/Canada Toll Free" 1-866-914-5333 or Worldwide Collect 1-905-669-4920. GBG 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 claim.
- B. Clients will have the full benefits of 24 hours/7 day assistance from GBG Assist.
- C. These services include pre-authorization and hospital admission

**Note:** Problems of distance, information and communication make it impossible for GBG 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 Hot Line:

**GBGAssist** 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:

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

## **Transportation of Mortal Remains:**

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

#### **Interpretation Services**

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

## CLAIMS PROCEDURE

To facilitate prompt claims settlement:

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

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

GBG CLAIMS SERVICES

26000 Towne Centre Drive, Suite 130
Foothill Ranch, CA 92610 USA
1-866-914-5333 (USA and Canada, toll free)
1-905-669-4920 (Worldwide, collect)
Fax: 1-949-271-2330
claims@gbg.com

# **TERM OF COVERAGE**

Coverage begins upon commencement of Your participation in a Covered Activity. Subject to the Policy provisions regarding the termination date of insurance for individuals, coverage will terminate upon exit from the water after a Covered Activity.

# BENEFICIARY

Your estate.

For plan inquiries please contact: THE DIVEASSURE ASSOCIATION 16476 Chesterfield Airport Rd. Chesterfield, MO 63017 info@diveassure.com

This policy is underwritten by:



GLOBAL BENEFITS GROUP

Insurance Without Borders

# **GBG** Insurance Limited

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# LAW AND JURISDICTION

The proper Law and Jurisdiction governing this insurance shall be the administered in the Courts of the European Union and its Courts shall have sole jurisdiction in any dispute hereunder.