



MEMBER BENEFITS

HANDBOOK

Contents

Using the DAN Emergency Hotline	3
DAN Member Benefits and Services.....	4
DAN <i>TravelAssist</i>	5
DAN Dive Accident Insurance Chart	12
Group Diving Accident Insurance.....	14
Diving Accident Medical Insurance	20
Nondiving Accident Medical Insurance.....	22
Medical Expenses for Injuries from a Named Water Sport.....	22
Accidental Death and Dismemberment	24
Permanent Total Disability	25
Diving Vacation Cancellation and Interruption	25
Loss of Diving Equipment	27
Extra Transportation Benefit.....	28
Extra Accommodations Benefit.....	28
Additional Emergency Medical Transportation.....	28
Medical Evacuation To Home Country	28
Search and Rescue Benefit.....	29
Personal Liability Resulting From a Diving Accident Benefit	29
Exclusions	30
Claims Provisions.....	34
Extended Benefits	36
How to File a Claim	36
Privacy Notice	37

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

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

+1-919-684-9111

(Collect Calls Accepted)

Things to know when you call:

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

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

DAN is a NC nonprofit organization.

Know Your Membership!

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

YOUR EXCLUSIVE DAN MEMBER BENEFITS INCLUDE:

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

Additional information on all DAN Membership benefits is available at DAN.org.

Automatic Renewal Program

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

1-800-446-2671

Toll-free in the United States and Canada

DAN *TravelAssist*®

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

+1-919-684-9111

(Collect calls accepted)

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

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

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

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

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

DAN *TravelAssist* Benefits

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

Medical Assistance

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

Emergency Evacuation means that, due to Medical Necessity, the Member or Covered Family Member requires immediate transportation from the place where such person has a medical emergency to the nearest appropriate medical facility where appropriate medical treatment can be obtained.

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

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

Transportation means any land, water or air conveyance required to transport the Member or Covered Family Member during an emergency evacuation or repatriation. Expenses for special transportation must be recommended by the attending Physician in conjunction with DAN *TravelAssist* or required by the standard regulation of the conveyance transporting the Member or Covered Family Mem-

ber. Special transportation includes, but is not limited to, an air ambulance, land ambulance, and private motor vehicle. Expenses for medical supplies and services must be recommended by both the attending Physician and DAN *TravelAssist*.

Covered Expenses include any Transportation, medical treatment, medical service, or medical supply that (1) is necessarily incurred in connection with emergency evacuation or repatriation of the Member or Covered Family Member; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance transporting the Member or Covered Family Member. All transportation arrangements made for evacuating or repatriating the Member or Covered Family Member must be by the most direct and economical conveyance, and arranged in advance by DAN *TravelAssist*. Covered expenses do not include amounts that are eligible for reimbursement under "Other Medical Expense Insurance."

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

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

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

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

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

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

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

24-Hour Worldwide Medical Information and Assistance. A multilingual staff at DAN *TravelAssist*'s Emergency Assistance Center provides 24-hour assistance and consultation if You suffer a medical emergency while You're traveling. The staff will consult with those at the location of the emergency and will assist in determining the best course of action for the Member given the situation. When both

possible and appropriate, an effort will be made to consult with the Member's family physician. DAN *TravelAssist* will then organize a response to the medical emergency, doing whatever is deemed medically appropriate, including but not limited to recommending or securing the availability of services of a local physician, arranging hospital confinement, and in some cases, Medical Evacuation or Repatriation. DAN *TravelAssist* also handles nondiving-related medical referrals to physicians, hospitals and specialists as well as coordinating all aspects of emergency medical evacuation for You. DAN *TravelAssist* is not responsible for diagnosis or treatment.

Travel Assistance

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

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

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

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

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

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

Personal Assistance

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

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

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

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

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

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

Legal Assistance

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

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

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

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

1. While traveling against the advice of a Physician;
2. For assistance or treatment which is compensable under "other medical expense insurance," travel insurance, the Workers' Compensation or Occupational Disease Act or Law, or any services, supplies or treatments provided under any federal, state or other governmental plan or law;
3. For services, supplies, or treatment, including any period of Hospital confinement that were not recommended, approved and certified as necessary and reasonable by a Physician, or any expense that is nonmedical in nature;
4. For suicide or attempted suicide, while sane or insane, or self-inflicted injury;
5. Due to war or act of war, declared or undeclared;

6. For injury sustained while on full-time duty in the armed forces, National Guard or organized reserve corps of any country or international authority;
7. For Injury sustained while participating in professional sports or in club, interscholastic or intercollegiate sports (except scuba diving-related);
8. For any nervous, emotional or mental disorder;
9. In connection with alcoholism, the consumption of alcoholic beverages, drug addiction, or use of any drug or narcotic agent, except as prescribed by a Physician;
10. As a result of, or in connection with, the commission of a felony offense; or
11. Treatment provided by any Family Member.

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

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

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

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

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

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

Member, the Member agrees to assign to DAN *TravelAssist* or their agents or contractors any rights of recovery under such plan(s). DAN *TravelAssist* retains the right to bill any other insurance carrier You may have.

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

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

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

Policies issued by The United States Life Insurance Company in the City of New York (US Life). Issuing company US Life is responsible for financial obligations of insurance products and is a member of American International Group, Inc. (AIG). Products may not be available in all states and product features may vary by state. Policy #'s G-610,444, G-201,223 and G-207,513, Form #s ACC-USL-2000, G-24034 and G-24078.

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

**PAGE
LEFT BLANK
INTENTIONALLY**

DAN Insurance Programs	Guardian Plan	Preferred Plan	Master Plan	
Medical Dive Accident Coverage	\$500,000 Per Occurrence	\$250,000 Per Occurrence	\$125,000 Lifetime Max.	In-water skin- and scuba-diving accidents
Decompression Illness Expense	Yes	Yes	Yes	
Other Dive Injury Medical Expense	Yes	Yes	Yes	
Snorkeling/Skin Diving	Yes	Yes	Yes	
Coinsurance for Dive Accident Medical Coverage	100%	100%	100%	
Accidental Death & Dismemberment/Diving	\$30,000 Principal Sum	\$15,000 Principal Sum	\$15,000 Principal Sum	Resulting from a covered diving accident. Benefit also payable for death resulting from a Named Water Sport.
Permanent & Total Disability	\$30,000 Principal Sum	\$15,000 Principal Sum	\$15,000 Principal Sum	Resulting from a covered diving accident. Benefit also payable for death resulting from a Named Water Sport.
Extra Transportation	Up to \$10,000	Up to \$2,000	Up to \$1,000	Resulting from a covered diving accident.
Extra Accommodation	Up to \$10,000	Up to \$3,000	Up to \$1,500	Resulting from a covered diving accident.
Lost Diving Equipment	Up to \$5,000	Up to \$2,500	Up to \$2,500	Resulting from a covered diving accident.
Planned Maximum Depth Covered	No Limit	No Limit	No Limit	
Medical Non-Dive Accident Coverage Occurring outside home country	\$20,000 Per Occurrence	\$10,000 Lifetime Max.	N/A	For eligible charges for treatment of nondiving accidents outside home country. \$250 deductible On the Guardian Plan, there is no deductible.
Diving Vacation Cancellation	\$10,000 Per Occurrence	\$10,000 Lifetime Max.	N/A	Coverage for losses incurred for dive trip canceled due to sickness or injury before departure. \$250 deductible On the Guardian Plan, there is no deductible.
Diving Vacation Interruption	\$15,000 Per Occurrence	\$5,000 Lifetime Max.	N/A	Coverage for losses incurred for dive trip interrupted due to sickness or injury after departure. \$250 deductible On the Guardian Plan, there is no deductible.
Additional Emergency Medical Transportation	\$100,000	N/A	N/A	Emergency Medical Evacuation to the nearest medical facility.
Home Country Medical Evacuation & Repatriation	\$50,000	N/A	N/A	For Medical Emergencies during a Diving Vacation. Will assist the Insured with being transported to the Hospital of the Insured's choosing located within the Insured's Home Country
Search & Rescue	\$50,000	N/A	N/A	Only accessible when Disappearance occurs while making a covered dive.
Personal Liability	\$100,000	N/A	N/A	Only accessible when an Insured becomes legally liable to pay Third Parties as a result of the Insured suffering from a Dive Accident.
Medical Expenses for injuries from a Named Water Sport	\$30,000	N/A	N/A	Coverage for injuries incurred while Boating, Canoeing, Cruising, Kayaking, Row Boating, Sailing, Waterskiing, Wakeboarding, Wake Tubing, Surfing, Windsurfing, Kiteboarding, Kneeboarding, Bodyboarding, and Paddleboarding.

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

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

Group Diving Accident Insurance

For Members of Divers Alert Network

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

Policies issued by The United States Life Insurance Company in the City of New York (US Life). Issuing company US Life is responsible for financial obligations of insurance products and is a member of American International Group, Inc. (AIG). Products may not be available in all states and product features may vary by state. Policy # G-610,444, G-201,223 and G-207,513, Form #s ACC-USL-2000, G-24034 and G-24078.

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

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

Schedule of Insurance

For persons eligible to be insured under Group Policy Numbers G-610,444, G-207,513, and G-201,223, issued to:

The DAN Foundation, Inc. (Divers Alert Network)

Master/Preferred Plan Effective April 1, 2000

Guardian Plan Effective April 1, 2014

This Group Policy provides: Contributory Insurance for all Members.

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

Coverage Period: One Year

Classification of Eligible Persons

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

Classification of Eligible Dependents

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

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

Benefits Under Diving Accident Medical Insurance

Guardian Insurance Plan

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

Maximum Benefit Per Occurrence

Per Insured Person \$500,000

Insured Percentage 100%*

Preferred Insurance Plan

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

Maximum Benefit Per Occurrence

Per Insured Person \$250,000

Insured Percentage 100%*

Master Insurance Plan

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

Lifetime Maximum Benefit**

Per Insured Person \$125,000

Insured Percentage 100%*

* Of reasonable and customary covered charges

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

Definitions

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

ACCIDENT means a sudden, unforeseen and unexpected event that occurs without any intentional act or action by the Insured that causes or contributes to the sudden, unforeseen or unexpected event.

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, 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.

COMPANY means The United States Life Insurance Company in the City of New York, the underwriting company. For administrative purposes, the term "Company" may include its authorized administrator acting on its behalf.

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

COVERAGE means the insurance that an Insured Member has under

the group policy.

COVERED DIVE or COVERED DIVING ACTIVITY means a recreational dive or diving while a scuba instructor, divemaster, underwater photographer, or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS), Canadian Academy of Underwater Scientists (CAUS) or a group whose written diving research protocol meets or exceeds those of the AAUS or CAUS. A dive begins upon entry into the water and ends upon exit from the water. A Covered Dive must begin while insurance is in force.

COVERED DIVING ACCIDENT means 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; and
2. essentially designed to assist the Insured 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 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 that offers recreational scuba diving, where the Insured has either paid for or arranged diving activities in advance of embarking on the Trip.

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.

ELIGIBLE DEPENDENT means a dependent that satisfies the eligibility requirements. The class of Eligible Dependents is shown in the Eligibility provision.

ELIGIBLE DOMESTIC PARTNER/PARTNER IN A CIVIL UNION A same- or an opposite-sex partner who is recognized as a domestic partner/partner in a Civil Union in accordance with state or local law in the state in which they reside or has met all of the following requirements for at least 6 consecutive months immediately preceding the effective date of coverage:

1. resides with You;
2. shares financial assets and obligations with You;
3. is not related by blood to You to a degree of closeness that would prohibit a legal marriage;

4. is at least the age of consent in the state in which they reside; and

5. neither You or your Domestic Partner/Partner in a Civil Union is married to anyone else, nor has any other Domestic Partner/Partner in a Civil Union.

The Company requires proof of the Domestic Partner/Partner in a Civil Union relationship in the form of a signed and completed Declaration of Domestic Partnership.

If proof of domestic partnership, as described, is provided to the Company, references to spouse will read domestic partner/partner in a civil union as it applies, unless specifically stated otherwise.

ELIGIBLE PERSON means a person or dependent that satisfies the eligibility requirements for the Policyholder. The classes of Eligible Persons and Eligible Dependents are shown in the Eligibility and Individual Effective Date of Insurance provision.

EXTRA ACCOMMODATIONS means lodging or hotel room charges required because the Insured was delayed in returning home due to a Covered Diving Accident. Extra Accommodations include meals up to \$100 per day, but does not include hospital stays, transportation or incidentals.

EXTRA TRANSPORTATION means transportation charges for a return home trip that was delayed due to a Covered Diving Accident. Extra Transportation charges do not include charges eligible for reimbursement.

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 provided the Financial Insolvency occurs more than 15 days following the Insured Person's effective date for the Diving Vacation Cancellation Benefits. 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.

HOME means the Insured's primary or secondary residence.

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

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.

IMMEDIATE FAMILY MEMBER is an Insured Member or his spouse, the children, brothers, sisters and parents or step parents of the either the Insured Member or Insured Member's spouse; and spouses of the children, brothers, and sisters of either the Insured Member or Insured Member's spouse.

INJURY means bodily harm or damage (not including mental or emotional harm/damages) due to a covered accident that is not contributed to by disease, illness, infection, bodily infirmity, or any other abnormal physical condition and that occurs while the injured person's coverage under the group policy is in force. All injuries sustained by one person in any one accident, including related conditions and recurrent symptoms of these injuries, are considered a

single injury.

INPATIENT means an Insured 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 Eligible Person has under the group policy.

INSURED MEMBER means a member who has Coverage under the group policy.

INSURED means an Eligible Person or Eligible Dependent who participates in a Trip, completes any required enrollment form, and pays any required premium.

INSURER means The United States Life Insurance Company of the City of New York and its authorized administrator acting on its behalf.

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 that occurs while the Insured Member 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'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 is receiving or the severity of the Insured's condition and that Outpatient Treatment would not be adequate to effectively treat the Insured.

MEMBER means a person who has applied to The DAN Foundation, Inc. ("DAN") for membership, who has met any requirements or conditions of membership as may from time to time be established by ("DAN"), and who has paid such annual or other periodic dues as are due to receive the privileges of membership.

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

NONCONTRIBUTORY means that no additional premium payment is required by the Insured Member for the benefit.

NURSE means a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN) who is licensed by the State Board of Nursing. If covered nursing services are required outside the jurisdiction of the United States, Nurse means a healthcare practitioner providing nursing services who, is licensed or certified to provide such services in the country or district where the services are rendered.

OTHER MEDICAL EXPENSE INSURANCE means medical expense insurance provided by any other insurance or welfare plan or prepayment arrangements (including Blue Cross or Blue Shield plans), regardless of whether the other insurance is provided on an individual, family, or group basis, or through an employer, union or membership in an association. If insurance is provided on a provision of service basis, then, for purposes of this definition, the amount shall be that which the services rendered would have cost in the absence of the insurance.

OUTPATIENT TREATMENT means Medically Necessary services and supplies provided to an Insured in a Physician's office or Outpatient department of a Hospital for which no room and board charge is made.

PHYSICIAN means a duly licensed healthcare provider in good standing acting within the scope of his license and rendering care or treatment to an Insured or a Member of the Insured's family or household: including:

- a medical practitioner licensed to provide medical services and perform general surgery; or
- any other practitioner whose services, by law of the state where such services are performed, must be covered by the group policy.

"Physician" will not include an Immediate Family Member, nor will it include a Traveling Companion or an employee, business partner or business affiliate of the Insured.

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

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

PRE-EXISTING CONDITION means an illness, disease, or other condition for which medical advice, diagnosis, care or treatment was recommended by or received from a Physician during the 180-day period immediately prior to the Insured Persons effective date.

REASONABLE AND CUSTOMARY CHARGE means a charge not more than the usual charge for medical treatment in the locality where it is received. The nature and severity of the injury or sickness involved will be taken into account.

SCHEDULE means the Benefit Schedule.

SICKNESS means an illness or disease, due to an Accident, of the body which:

1. requires examination and treatment by a Physician, and commences while the insurance is in effect;
2. in those cases where the benefit is conditioned upon the Insured's inability to dive, in the opinion of a Physician would prevent the Insured from diving while on a Trip.

THIRD PARTY(IES) means anyone other than:

1. the Insured Member;
2. a person related to the Insured Member 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 Member on the same Trip arrangement and who, during the Trip, will accompany and/or share accommodations with the Insured Member in the same room, cabin, condominium unit, apartment unit, or other lodging.

TRIP (Not applicable to Dive Accidents or to Named Water Sports) means:

1. a period of round-trip travel that is at least fifty (50) miles from the Insured's main 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 maintains a home or residence.

WE, US, or **OUR** mean the insurance company named in this Certificate.

YOU or **YOUR** means the Member named in the Schedule of Benefits

Effective Date of Insurance

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

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

Diving Accident Medical Insurance

Covered Medical Charges

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

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

The accident must occur while Insurance is in force. The expenses incurred as a result of the accident must be incurred within 365 days of the accident.

Such services, supplies, care or treatment must be prescribed, performed or ordered by a Physician. Charges for such services, supplies, care or treatment must be Reasonable and Customary. United States Life will not pay for charges in excess of the maximum shown in the Schedule for the plan of insurance selected.

Eligible charges include:

1. Charges for up to seven (7) Hyperbaric Chamber Treatments per Covered Diving Accident. If more than seven (7) treatments are recommended by the treating physician, YOU MUST contact DAN, or its agent National Baromedical Services, Inc. (NBS) for precertification. Phone 1-800-292-8381 or +1-803-434-2967 (Collect Calls Accepted).
 2. Physician's Charges for Hyperbaric Chamber Treatment, medical care and surgical operations;
 3. Ambulance charges for transportation by a professional ground, air or marine ambulance service to the nearest Hospital or Hyperbaric Chamber where appropriate care or treatment can be given. Eligible charges do not include charges covered under the DAN *TravelAssist* benefit. All transportation involving air or marine ambulance service must be arranged and approved in advance by DAN *TravelAssist* to be eligible for payment;
 4. Hospital charges for:
 - a. Room and board;
 - b. General nursing care, including Hyperbaric Chamber treatment;
 - c. Other Inpatient and Outpatient services and supplies. These do not include charges for professional services; and
 - d. Confinement in an Intensive Care Unit as long as such confinement is ordered by a Physician and due to an Injury that requires special medical and nursing treatment, not generally provided to other Inpatients in the Hospital.
- The **Daily Hospital Allowance**, payable for room and board for each day of Hospital confinement is the average semiprivate room rate for the Hospital where confined. If the Hospital (where confined) has only private rooms, the Daily Hospital Allowance will be 80 percent of the private room rate. The Daily Intensive Care Unit Allowance payable for room and board for each day of confinement in an Intensive Care Unit is two times the Daily Hospital Allowance;
5. Medical Supply Charges for oxygen;
 6. Other eligible charges including:
 - a. Ambulatory surgical charges for necessary services and supplies if:
 1. The charges are due to surgery;
 2. Benefits for these charges would have been payable if the surgery had been done in a Hospital; and
 3. Such surgery is performed in an ambulatory surgical center that is operating within the scope of its license to perform such surgery;
 - b. Surgeon's charges for the performance of surgical procedures;
 - c. Anesthesia charges and its administration when these are not covered as Hospital charges;
 - d. Nursing, Physiotherapy, and Occupational Therapy charges for:
 1. Private duty nursing care by a Nurse;
 2. Treatment by a licensed physiotherapist;
 3. Treatment by a licensed occupational therapist;
 - e. Radiological and Laboratory Charges for X-rays, radiological treatment, and diagnostic laboratory tests;
 - f. Chiropractic services payable at \$35 per visit by an Insured

person for up to 10 visits in a Covered Period to a maximum of \$350 per Insured person per such Covered Period.

g. Medical Supply Charges for:

1. Casts, splints, trusses, braces, crutches, and surgical dressing; and
2. Artificial eyes and limbs for the initial replacement of natural eyes and limbs severed while an Insured Person; and
3. Rental of manually operated wheelchairs and hospital beds, oxygen equipment and other durable medical equipment that is used solely by the Insured Person for the treatment of the Injury. United States Life may, at its discretion, approve purchase of such items.

Nondiving Accident Medical Insurance

(Available only with the Guardian and Preferred Plans)

If an Insured Person incurs charges for treatment of Injury due to a nondiving Accident that occurs outside his or her Home Country, and is at least 50 miles / 80 km from the primary residence, United States Life will pay the benefits described below subject to the terms and limitations.

Covered Charges means eligible charges that are for Medically Necessary services, supplies, care, or treatment for such Injury. The accident must occur while Coverage is in force and while the Insured Person is on a Trip that is more than 50 miles / 80 km from his or her primary residence and for recreational purposes only. The charge incurred as a result of the accident must be incurred within 365 days of the accident.

Such services, supplies, care or treatment must be prescribed, performed or ordered by a Physician and include medical, surgical, and emergency dental care, professional nursing, hospital, X-ray, ground ambulance services and prosthetic devices. Charges for such services, supplies, care or treatment must be Reasonable and Customary. United States Life will not pay for charges in excess of the maximum shown in the Certificate Schedule.

Medical Expenses for Injuries from a Named Water Sport

(Available only with the Guardian Plan)

When we receive due proof that the Insured has incurred charges for treatment of Injury due to an Accident involving a Named Water Sport, 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; and,
2. the Insured is on a Trip exclusively for recreational purposes;

The charges incurred as a result of the Accident must be incurred within 365 days of the Accident.

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.

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.

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."

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.

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.

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

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.

Accidental Death and Dismemberment Benefit for Covered Diving and Named Water Sport Accidents

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

TABLE OF LOSSES

For Loss of:	United States Life will pay:
Life.....	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Either Hand or Foot.....	One-Half the Principal Sum
Sight of One Eye	One-Half the Principal Sum

The term “loss” as used herein means, with regard to hand and foot, actual severance through or above the wrist or ankle joint and with regard to eyes, the entire and irrecoverable loss of sight.

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

Permanent Total Disability Benefit for Covered Diving and Named Water Sport Accidents

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

The loss must:

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

Any amount otherwise payable under this benefit will be less any amount paid or payable under the Accidental Death and Dismemberment Benefit provided the loss is due to the same accident.

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

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

Diving Vacation Cancellation and Diving Vacation Interruption Benefit

(Available with the Guardian and Preferred Plans)

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

Guardian Plan

Diving Vacation Cancellation: If prior to the time and date of departure for a Diving Vacation, the Insured Member or his/her Traveling Companion has suffered a **Sickness or Injury** that would substantially impair the Insured Member’s or his/ her Traveling Companion’s ability to dive and requires the cancellation of the Diving Vacation, we will pay up to the benefit limit for Covered Losses that the Insured Member or his/her Traveling Companion incurs as a result of such cancellation. The benefit is \$10,000 per occurrence for the Guardian Plan.

Covered Losses include any penalties, or forfeited nonrefundable, unused prepayments or deposits for diving, accommodations, meals or transportation incurred as the result of cancellation of the Diving Vacation.

Preferred Plan

Diving Vacation Cancellation: If prior to the time and date of departure for a Diving Vacation, the Insured Member has suffered a **Sickness or Injury** that would substantially impair his/her ability to dive and requires the cancellation of the Diving Vacation, we will pay up to the benefit limit for Covered Losses that the Insured Member incurs as a result of such cancellation. The lifetime maximum benefit is \$10,000.

Covered Losses include forfeited, published, nonrefundable payments incurred as the result of cancellation penalties imposed by tour operators, common carriers and hotels; and unused, nonrefundable arrangements with the exception of unused airfare.

Diving Vacation Interruption:

Guardian Plan

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

If, after the scheduled departure date for a Diving Vacation, the Insured or his/her Traveling Companion has suffered a **Sickness or Injury** that would substantially impair the Insured's or his/her Traveling Companion's ability to dive and requires the interruption of the Diving Vacation, we will pay up to the benefit limit for Covered Losses that the Insured or his/her Traveling Companion incurs as a result of such interruption. The benefit \$15,000 per occurrence for the Guardian Plan.

Covered Losses include any penalties, or forfeited nonrefundable, unused prepayments or deposits for diving, accommodations, meals or transportation incurred as the result of interruption of the Diving Vacation. If the Sickness or Injury is such that the Trip can continue but the Insured Member or his/her Traveling Companion is prevented from continuing Covered Diving Activities, we will pay benefits for lost diving days. The benefit is payable on the number of diving days lost until the end of the scheduled Trip. The daily benefit is the lesser of \$500 or the nonrefundable portion of the diving arrangements. If diving was purchased as part of a package, the daily benefit is the lesser of \$500 or the difference between the daily rate for divers and nondivers. To be eligible for this benefit, the payments or deposits for the diving arrangements must be made prior to the onset of the Sickness or Injury which prevents the Insured or his/her Traveling Companion from becoming unable to dive.

Preferred Plan

Diving Vacation Interruption: If, after the scheduled departure date for a Diving Vacation, the Insured has suffered a **Sickness or Injury** that would substantially impair his/her ability to dive and requires the interruption of the Diving Vacation, we will pay up to the benefit limit for Covered Losses that the Insured incurs as a result of such interruption. The lifetime maximum benefit is \$5,000.

Covered Losses include:

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

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

In the event of a loss under this benefit, an Insured Person must provide United States Life with documentation of the cancellation or interruption and proof of the expenses incurred. You must provide proof of payment of the trip satisfactory to United States Life. Unused tickets (air, rail, cruise, etc.) which have residual value are not a covered loss. In order to make a claim under the Extra Transportation benefit, the Insured Person must provide evidence of the additional amount paid by providing copies of unused tickets and evidence of the residual value of such tickets and any additional payment. For more details about Extra Accommodations or Extra Transportation, please see Page 28.

Definitions

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

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

Injury means accidental bodily injury of an Insured Person that:

1. Is direct and independent of all other causes;
2. Occurs while the Coverage is in force;
3. Is not otherwise excluded under the Group Policy; and
4. In the opinion of a physician or qualified dive medical professional, would prevent the Insured Person from diving while on a Trip. Such physician or qualified dive medical professional must not be related to the Insured Person by blood or marriage.

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

Sickness means illness, sickness or disease that:

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

Trip means:

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

Loss of Diving Equipment

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

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

At United States Life's option, the lost or damaged item may be repaired or replaced in lieu of a cash payment. United States Life may require You to provide it with the damaged equipment.

The maximum benefit is \$2,500 for the Master and Preferred Plans. The maximum benefit is \$5,000 for the Guardian Plan.

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

Extra Transportation Benefit

If an Insured Person is prevented from using the originally purchased ticket due to a delay that resulted from the written advice of the attending Physician concerning a covered diving condition, United States Life will pay an Extra Transport benefit for the return trip. The benefit payable is equal to the difference between the new economy class ticket and the remaining value of the old ticket for up to a maximum benefit of \$1,000 for the Master Plan, \$2,000 for the Preferred Plan, and \$10,000 for the Guardian Plan.

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

Extra Accommodation Benefit

If an Insured Person is delayed in returning home that resulted from the written advice of the attending Physician concerning a covered diving condition, United States Life will pay benefits for Extra Accommodation. Benefits payable are equal to the actual expenses incurred up to \$200 per day up to a maximum of \$1,500 for Master Plan and \$3,000 for the Preferred Plan. For the Guardian Plan, it is \$250 per day up to a maximum of \$10,000 for the covered condition. Benefits begin on the first day following the original date the Insured Person was scheduled to return home. The Insured must provide bills or receipts of actual expenses.

Extra Accommodations means lodging and hotel room charges required because an Insured Person was delayed in returning home due to an injury or DCI. Such delay must be recommended by a physician. For the Guardian Plan only, Extra Accommodations includes meals up to \$100 per day, but does not include incidentals.

Additional Emergency Medical Transportation

(Available only under the Guardian Plan)

When we receive due proof that the Insured has suffered a medical emergency during the course of a Trip and such condition requires Emergency Evacuation or Medically Necessary Repatriation, if the Covered Expenses exceed the benefit limit for Emergency Medical Transportation under the Noncontributory Benefit(s) Schedule, United States Life will pay any Covered Expenses in excess of the Noncontributory Benefit limit as Additional Emergency Medical Transportation up to the benefit limit set forth in the Contributory Benefits Schedule.

Medical Evacuation To Home Country

(Available only under the Guardian Plan)

When we receive due proof that the Insured has suffered a medical emergency during the course of a Diving Vacation and such condition requires Inpatient hospitalization, United States Life will pay the

Covered Expenses up to the benefit limit for transporting the Insured to the Hospital of the Insured's choosing located within the Insured's Home Country.

United States Life, in consultation with the treating Physician and the Policyholder, reserve the right to determine, in our discretion:

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

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

Emergency Medical Transportation Covered Expenses

COVERED EXPENSES are expenses for Transportation, medical treatment, medical services and medical supplies that: (1) is necessarily incurred in connection with Emergency Medical Transportation of the Insured; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance method being used to transport the Insured.

All Transportation arrangements made for evacuating the Insured must be by the most direct and economical conveyance and arranged in advance by the Policyholder to be covered.

TRANSPORTATION means any land, water, or air conveyance required to transport an Insured during an Emergency Evacuation or Medically Necessary Repatriation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles. We will not cover any expenses for services provided by another party at no cost to the Insured.

Search and Rescue Benefit

(Available only under the Guardian Plan)

When United States Life receives due proof that the Insured 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, 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 is not required to pay or charges made only because insurance exists.

Personal Liability Resulting From A Diving Accident Benefit

(Available only under the Guardian Plan)

Subject to the terms and limitations contained herein, United States Life will indemnify the Insured against all sums up to the benefit limit that the Insured shall become legally liable to pay to Third Parties as a result of the Insured suffering from a Dive Accident, or causing an Accident while engaged in a Covered Dive which results in an Injury to Third Parties or causing an Accident which results in damage to the Third Parties' property.

In the event circumstances arise which could subject the Insured Member to civil liability, the Insured Member shall immediately advise the Policyholder, or such party as may from time to time be designated by the Policyholder, of the claim and send any notification of the claim or intent to make a claim, be it verbally or by letter, fax, service of a law suit, or by any form of electronic correspondence, to the Policyholder or such designated party.

In addition to other exclusions/limitations which may apply to this Benefit, no coverage is provided for:

1. any claim that is the result of engaging in professional teaching or supervision of diving activities;
2. any death or Injury to family members, or owners, shareholders, staff members or others who are associated with the business which provided the diving services which gave rise to the Accident; or,
3. any loss of or damage to property owned by or in the care, custody or control of family members, or owners, shareholders, staff members or others who are associated with the business which provided the diving services which gave rise to the Accident.

GENERAL EXCLUSIONS

The following exclusion applies to the Accidental Death and Dismemberment coverage:

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

The following exclusion applies to the Accident Medical Insurance, Permanent and Total Disability From A Covered Diving Accident Only, Diving Vacation Cancellation, and Diving Vacation Interruption,

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

The following exclusions apply to all coverages:

- (2) We will not pay for any loss under the group Policy, caused by, or resulting from:
 - a) suicide, attempted suicide, or intentionally self-inflicted injury of the Insured Person, Traveling Companion, or Domestic Partner/Partner in a Civil Union booked to travel with the Insured Person, while sane or insane (while sane in CO & MO);
 - 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; however, does not include terrorism
 - 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, sky-diving, 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, a Traveling Companion (whether insured or not) Domestic Partner/ Partner in a Civil Union traveling with 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) Financial Insolvency of the person, organization or firm from whom the Insured directly purchased or paid for his/her Trip, Financial Insolvency which occurred before the Insured's effective date for the Diving Vacation Cancellation Benefits, or Financial Insolvency which occurs within 7 days following the Insured's effective date for the Diving Vacation Cancellation Benefits;
- t) bankruptcy, Financial Insolvency, default or failure to supply services by a travel supplier;
- u) business, contractual or educational obligations of the Insured, Domestic Partner/Partner in a Civil Union or Traveling Companion;
- v) failure of any tour operator, Air Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements other than Financial Insolvency;
- w) a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the group Policy is not in effect for the Insured.

Notwithstanding any other provision, services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act are executed only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

Exclusions on Covered Medical Expenses for Covered Diving, Nondiving 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 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 war or any act due to war, declared or not; however, does not include terrorism;
5. Custodial Care;
6. drugs and medicine that may be obtained without written pre-

scription and/or not furnished by and administered during a Hospital confinement as an Inpatient;

7. charges that are more than the Reasonable 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. in connection with competitions or record setting I breaking attempts;
15. 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 the group policy;
 - g. provided or paid for by an governmental plan or law not restricted to the government's civilian employees and their dependents; or
 - h. ordered by an Immediate Family Member.
16. Undertaking a dive, a Repetitive Dive Series, a scuba diving activity, a snorkeling activity, or breathhold diving activity as part of preparation for or participation in a contest, competition, record attempt, trial or experiment related to achieving depth or endurance records on compressed gas or breathhold.

Notwithstanding any other provision, services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act are executed only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

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 nonmedical in nature;
5. for suicide or attempted suicide, while sane or insane, or self-inflicted injury;
6. due to war or any act of war, declared or undeclared; however does not include terrorism;
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 competitions or record setting I 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; or
13. where services were provided by an Immediate Family Member.

The Company shall not be obligated to provide transport services to an Insured if, in its discretion:

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

Notwithstanding any other provision, services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act are executed only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

Claims Provisions

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

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

National Baromedical Services Inc.

Attn: DAN Claims
PO Box 8833

Columbia, SC 29202 USA

Phone: 1-800-292-8381 or +1-803-434-2967

Fax: +1-888-972-4573.

Email: danclaims@baromedical.comm

Proof of Loss: Written Proof of Loss must be sent to the Company within 180 days after the date the loss occurs. The Company will not reduce or deny a claim if it was not reasonably possible to give written Proof of Loss within the time allowed. In any event, the Insured must give the Company written Proof of Loss within 12 months after the date the loss occurs unless the Insured is legally incapacitated.

Payment of Claims: Benefits for loss of life will be paid in accordance with the beneficiary designation, or if none to the Insured's estate. All other benefits are paid directly to the Insured, unless otherwise directed. Any accrued benefits unpaid at the Insured's death will be paid to the Insured's beneficiary, or if none to the Insured's estate.

Payment To A Minor or Incompetent: If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$3,000 may be made, at the option of the Company, to any relative by blood or connection by marriage of the payee, who, in the opinion of the Company, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Time Of Payment Of Claim: Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all benefits that accrue for loss for which this Policy provides periodic payment will be paid monthly.

Physical Examination And Autopsy: The Company, at its expense has the right to have the Insured examined as often as necessary while a claim is pending. The Company, at its expense, may require an autopsy unless the law or religion of the Insured forbids it.

Legal Actions: No legal action may be brought to recover on the group 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 group Policy is less than allowed by the laws of the State where the Insured lives, the limit is extended to meet the minimum time allowed by such law.

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

Subrogation: If an Insured Person is Injured or becomes ill through the act or omission of another person and if benefits are paid under the Group Policy due to that Injury or illness, then to the extent an Insured person recovers for the same Injury or illness from a third party, its insurer, or the Insured Person's uninsured motorist insurance, United States Life will be entitled to a refund of all benefits that it has paid as a result of the Injury or illness.

United States Life may assert a lien upon any recovery that the Insured Person receives, whether by settlement, judgment, or otherwise, and regardless of how such funds are designated. United States Life seeks to have the right to recover the full amount of benefits paid under this Group Policy for the Injury or illness, and the amount shall be deducted from any recovery made by the Insured Person. United States Life is not responsible for the Insured Person's attorney's fees or other costs.

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

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

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

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

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

Extended Benefits

If the Group Policy terminates while an Insured Person is Totally Disabled, benefits will be extended for charges incurred after the date of termination. These extended benefits are subject to the same terms that would have applied if the Group Policy had remained in force. These extended benefits are payable only for charges incurred:

1. For treatment of the specific Covered Diving Accident that caused the Total Disability;
2. While such person remains so Totally Disabled; and
3. During the first 12 consecutive Months after the Group Policy terminates.

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

Filing a Claim

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

National Baromedical Services Inc.

Attn: DAN Claims
PO Box 8833

Columbia, SC 29202 USA

Phone: 1-800-292-8381 or +1-803-434-2967

Fax: +1-888-972-4573.

Email: danclaims@baromedical.com

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

National Baromedical Services Inc.

Attn: DAN Claims
PO Box 8833

Columbia, SC 29202 USA

Phone: 1-800-292-8381 or +1-803-434-2967

Fax: +1-888-972-4573.

Email: danclaims@baromedical.com

FACTS Why? What? How?

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

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

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

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

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

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

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

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

Questions?

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

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

Who we are

Who is providing this notice?

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

What we do

How does AIGGB protect my personal information?

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

How does AIGGB collect my personal information?

We collect your personal information, for example, when you

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

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

Why can't I limit all sharing?

Federal law gives you the right to limit only

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

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

Definitions

Affiliates

Companies related by common ownership or control.

They can be financial and nonfinancial companies.

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

Nonaffiliates

Companies not related by common ownership or control.

They can be financial and nonfinancial companies.

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

Joint marketing

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

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

Other important information

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

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

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

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

AIG COMPANIES

HIPAA NOTICE OF PRIVACY PRACTICES

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

PLEASE REVIEW IT CAREFULLY.

This Notice is provided to you for informational purposes only.

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

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

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

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

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

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

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

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

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

*This Company does not solicit business in New York.

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

OTHER USES OR DISCLOSURES PERMITTED WITHOUT YOUR AUTHORIZATION

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

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

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

USES OR DISCLOSURES REQUIRING AN AUTHORIZATION

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

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

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

YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

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

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

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

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

CHANGES TO THIS NOTICE

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

COMPLAINTS

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

CONTACTING THE HIPAA PRIVACY OFFICER

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

HIPAA Privacy Officer

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

Email: hipaaquestions@aig.com

Telephone:

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



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

DAN.org

Phone: +1-919-684-2948

Facsimile: +1-919-490-6630

DAN Toll Free: 1-800-446-2671

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

DAN Medical Information: +1-919-684-2948 ext 6222

Part #: 013-1027