# DIVING ACCIDENT INSURANCE EN/USAGP03/ November 1st 2019

## Preface

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

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

## **SCHEDULE OF BENEFITS – United States Dollars**

Plan/Coverage	Gold	Platinum
Emergency Medical Expenses and Maximum Policy limit	150,000	250,000
Accidental Death and Dismemberment	10,000	25,000
Repatriation of Remains	5,000	10,000
Additional Costs for Travel Arrangements	3,000	5,000
Travel Assistance	Yes	Yes
Diving Gear - Dive Accident	2,000	4,000
Mixed Gases	Yes	Yes
Rebreather	Yes	Yes
Cave Diving	Yes	Yes
Ice Diving	Yes	Yes
Depth Limit	None	None
Territorial Coverage	Worldwide (not including USA and US Territories)	Worldwide (not including USA and US Territories)

#### Part A - Medical Protection

Payment of Usual and Customary Charges for services given to You for Emergency Evacuation and Transfer to Hospital, and expenses incurred in the diagnosis, treatment, including treatment in a hyperbaric chamber; laboratory tests, x-rays and other treatment given to You, which is essential to save Your life or is reasonably required for treatment of the Injury caused by the participation in the Covered Activity. Injury must occur and be reported to the Insurer while coverage is in force. If circumstances exist that prevent You from reporting the Injury to the Insurer while coverage is in force You are required to report it to the Insurer as soon as practically possible and provide evidence to the Insurer showing that You sustained the Injury while coverage was in force. Expenses must be incurred within 180 days after the date of the Injury. Expenses incurred more than 180 days from the date of Injury will be limited to 50% of the covered expenses. These services must be ordered by a Physician. In case of Emergency Evacuation a pre-authorization is required. Treatment by physiotherapists and chiropractors prescribed by an authorized physician shall be compensated at 50% of the expenses, not to exceed \$2,500. No coverage for any mental therapy.

In the event hyperbaric chamber treatment is required, NGS must be notified. Failing to obtain the above may result in Your claim being denied. For Cyprus please note clause #38 in the General Exclusions below.

**Emergency Evacuation means:** 

- Your medical condition warrants immediate transportation from the place where You are Injured or suffer an Emergency Sickness to the nearest hospital where appropriate medical treatment can be obtained inclusive of the mandatory use of the hyperbaric chamber;
- After being treated at a local hospital, Your medical condition warrants transportation to where You reside, to obtain further medical treatment or to recover;

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

Expenses for Your Emergency Evacuation must be:

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

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

## For Emergency Assistance contact NGS

Tel: +44 (0)20 3137 3673
Email: ops@northcottglobalsolutions.com

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

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

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

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

ARE CONTACTED AS REQUIRED.

#### Part B - Travel Protection

#### **B.1. Travel Tickets**

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

#### **B.2. Extra Accommodation Expenses**

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

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

## Part C – Personal Diving Equipment

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

#### Part D - Accidental Death, Dismemberment and Paralysis

#### Personal Accident / Death and Permanent Total Disability / Accidental Death and Dismemberment:

A. The policy will pay according to the following scale provided it is a result of You sustaining bodily Injury caused by accidental, external, violent and visible means which shall solely and independently of any other cause occur within 12 calendar months from the date of the accident. This benefit is paid only when the Death or Disability is directly related to an incident which occurred while performing a covered activity (diving). *Note*: For children under 16 years of age the death benefit is limited to \$ 1,000.

B. Loss Description	Principal Sum
Loss of Life	100
Loss of Speech and Loss of Hearing	100
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100
Quadriplegia	100
Paraplegia	75
Hemiplegia	50
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (any one of each)	50
Uniplegia	25
Loss of Thumb and Index Finger of the same hand	25

Percentage of

- C. Specific Exclusions & Conditions:
  - i. Conditions arising from any and all events other than diving.
  - ii. In the event of a claim a medical adviser or advisers appointed by the Insurer shall be allowed as often as the Insurer shall deem it necessary to examine You.
  - iii. The Insurer shall not be liable for any claim arising from medical or surgical treatment (unless rendered necessary by accidental bodily Injury).
  - iv. Payment of permanent disability benefit shall be made only on certification by a medical board that You are totally disabled from engaging in any gainful occupation for 12 months and at the end of that time is beyond the ability to make future improvement in order to return to work.
- D. Description of Loss: If You sustain an Injury as a direct result of participation in a Covered Activity which results in loss of life; actual severance of limb; or entire and irrecoverable loss of: eyesight, speech, or hearing; within 365 days of the date of the accident, the Insurer will pay the applicable amount as follows:

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

"Quadriplegia" means the complete and irreversible paralysis of both upper and both lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower limbs.

"Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.

"Uniplegia" means the complete and irreversible paralysis of one limb.

"Limb" means entire arm or entire leg.

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

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

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

The sum indicated in the Schedule of Benefits for Accidental Death and Dismemberment is the total that will be paid in case of Accidental Death (including Repatriation of Remains' costs and Additional Travel and Accommodation expenses).

#### Part E - Repatriation of Remains

A benefit for either repatriation of mortal remains or local burial is included in this policy. This benefit excludes fees for return of personal effects, religious or secular memorial services, clergymen, flowers, music, announcements, guest expenses and similar person burial preferences.

All Repatriation benefits must be coordinated and pre-approved by NGS.

#### **DEFINITIONS**

"Accident" - means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place and includes:

- 1. barotrauma and decompression sickness (including suspected DCI if diagnosed by the treating physician);
- 2. asphyxia of a non-pathological origin;
- 3. acute poisoning or envenomation caused by the ingestion or absorption of substances;
- 4. drowning;
- exposure hypothermia or frostbite directly resulting from a mishap to a conveyance including being shipwrecked or stranded, that is otherwise unavoidable;
- 6. sunstroke or heatstroke;

7. injuries and traumas in general including when caused by marine life occurring anywhere in the world

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

"Covered Activity(ies)" means making a Dive (Diving), dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists.

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

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

"Dive, SCUBA diving or Diving" - means making a RECREATIONAL dive using personal SCUBA (Self Contained Underwater Breathing Apparatus) gear, Snorkeling, Hookah diving and Breath-hold free-diving (APNOEA). Spear fishing is covered, provided it is done without the use of SCUBA Equipment.

Recreational Diving includes also dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists. Diving MUST be done in strict observance of the guidelines and recommendations set by one of Your Certifying Agency.

A Dive begins upon entering the water and ends upon getting out of the water. A Dive must begin while Your coverage is in force and must occur in an area in which Diving is not prohibited. In the case of scuba Diving, You must be equipped with Personal Diving Equipment.

You must be (a) the holder of a valid diver certificate, issued to You by one of the diving certifying agencies listed below ("Your certifying agency") and qualified as a diver for the dive You perform or (b) in the process of obtaining Your qualification as a diver under the supervision of and diving with a qualified diving instructor affiliated with an Internationally recognized certifying agency.

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

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

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

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

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

"The Insurer" - James River Insurance Company, Ltd.

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

#### "Personal Diving Equipment" - means:

- Diving equipment, Your property or property in Your control, which feeds compressed or enriched gas
- Floating balance
- Rapid release buckle on the diving appliance

- Belt and on the weights
- Instrument to measure time and to measure depth (one per couple)
- Warning instrument showing depletion of gas in the tank
- Personal diving equipment also includes HOOKAH diving gear property of You or in the Your care, custody or control

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

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

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

"Usual and Customary Charge(s)" means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the level of charges for similar treatment, services or supplies in the locality where the expense is incurred; (3) for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit, does not exceed the Hospital's most common charge for semi-private room and board); and (4) does not include charges that would not have been made if no insurance existed.

"You" or "Your" - means a Person who has paid the required membership fees and premiums for the protection plan provided herein who is at least 8 years of age but no more than 80 years old and is either qualified as a diver and is the holder of a valid diver's certificate issued by a Recognized Certifying Agency or is in the process of obtaining his qualification as a diver and is under the supervision of and diving with a qualified diving instructor affiliated with a Recognized Certifying Agency.

#### **General Conditions**

- 1. All claims must be submitted within 90 days from date of incident. We understand circumstances may exist in which this is not always possible. Any submissions after 90 days will be considered based on individual circumstances
- 2. The insurance provided under both Medical and Evacuation shall be primary.
- 3. You hereby agree to provide details of any known coverage in effect at the time of loss and that the Insurer has the right to review and potentially subrogate with any undeclared coverage whether known or unknown to You.
- 4. If You or any person acting on Your behalf shall make any claim or statement knowing the same to be false or fraudulent as regards amount or otherwise, then this Insurance shall become void and all claims hereunder shall be forfeited without refund of premium.
- 5. The Insurer may at their own expense take proceedings in the name of You to recover compensation or secure an indemnity from any third party in respect of any loss, damage or expense covered by this Insurance and any amount so recovered or secured shall belong to the Insurer.
- 6. You must exercise reasonable care to prevent accident, Injury, loss or damage and at all times act as if uninsured.
- 7. Unless specified this insurance does not cover anything caused directly or indirectly through bankruptcy/ liquidation of any tour operator, travel agent, and transportation company or accommodation supplier.
- 8. Minimum age 8 Maximum age coverage under this policy will cease upon the attainment of the 80th birthday.
- 9. Benefits and premiums in this policy may be denominated in US Dollars, British Pounds or Euros, and benefits will be stated in the same currency in which the premium is paid.

#### **General Exclusions**

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

- 1. Pre-Existing Conditions. Medical Expenses for a Pre-existing, Chronic, or Recurrent Medical Conditions that were being treated immediately prior to or whose onset was diagnosed or predicted or could have been avoided prior to travel and any claim arising in the course of travel undertaken against medical advice or where medical advice has been disregarded and inclusive of:
  - i. Any illness, resulting in hospitalization within the previous 2 years prior to You (s) beginning travel or
  - ii. Has been under a doctor's care for a condition that may result in deterioration of You or a diagnosis being changed as a result of testing for a known situation or
  - iii. Any changes in prescription drugs, therapies or diet that are a result of a previously known condition that can affect degrade or alter You or
  - iv. A person with a terminal condition who either with or without medical approval chooses to travel and becomes ill as a direct consequence of that illness or the onset of a complication due to that illness.

- 2. In respect of Accidental Damage to Natural Teeth, no benefit is payable for Injury caused by eating or drinking (even if it contains a foreign body), normal wear and tear, tooth brushing or any other oral hygiene procedure or any means other than extra-oral impact, any form of restorative or remedial work, the use of precious metals, orthodontic treatment of any kind or dental treatment performed in a hospital unless dental surgery is the only treatment available to alleviate pain.
- 3. Suicide or attempted suicide, intentional self-Injury, the effect of intoxicating liquors or drugs;
- 4. Evacuation costs where You are not being admitted to a Hospital for Treatment or where costs have not been approved by the Insurer prior to travel commencing;
- 5. Any costs arising after expiry of the current Period of Insurance, unless this Policy has been renewed for a subsequent 12 months or You were being treated during the period of insurance as a result of an accident.
- 6. Any costs arising after expiry of the current Period of Insurance unless covered as defined in 'Part A' above. Any form of treatment or surgery which in the opinion of the Doctors(s) in attendance and NGS can be delayed until Your return to Your home country.
- 7. If travelling abroad and injured, any expenses incurred after You have returned to Your home country.
- 8. Medical Expenses in excess of a limit stated in the Benefits Schedule.
- 9. The amount of the Policy Excess, Deductible or Co-Payment, as stated on the Certificate of Insurance;
- 10. Any cost resulting in an illness, Injury or death from the misuse of drugs or being under the influence of and or direct result and consumption of alcohol (other than a legally prescribed medication by a licensed medical professional).
- 11. In Minnesota, being under the influence of narcotics unless taken under the advice of a Physician; in South Dakota, being under the influence of drugs or intoxicants during the commission of a felony; in all other states, being under the influence of drugs or intoxicants unless taken under the advice of a Physician;
- 12. Needless self-exposure to peril except in an attempt to save human life.
- 13. Intentional or fraudulent acts on Your part or Your consequences;
- 14. Participation in any military maneuver or training exercise (except for short term or reserve duty for regularly scheduled training;
- 15. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 16. Mental or emotional disorders whether preexisting or resulting from a covered accident.
- 17. Participation as a professional in an underwater competition;
- 18. Commission or the attempt to commit a criminal act;
- 19. Expeditions, and mountaineering and or trekking above 3500M or 11,500 feet is considered extreme sport and not covered, included and not limited to.
  - a. Expeditions to Mt Everest, K2, Kilimanjaro, Antarctica, The Arctic, North Pole and Greenland.
- 20. Participating in bodily contact sports; winter sports; skydiving; hang gliding; parachuting; mountaineering; any race; bungee cord jumping; or speed contest;
- 21. Driving or motorcycling as either driver or passenger, unless the driver holds a current driving; License, motorcycle holidays or vacations unless approved by the Insurer and attached as rider or appendix to this policy.
- 22. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eyeglasses or contact lenses;
- 23. Diving while in an abnormal state of which You were aware and/or due to which You were disqualified or not entitled to engage in diving;
- 24. Diving as a professional diver, however the following are covered: diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists.
- 25. Diving in an area where diving is forbidden;
- 26. Curtailment or delayed return for other than covered reasons.
- 27. Sickness, disease or infections of any kind; except bacterial infections due to accidental ingestion of contaminated substances or pyogenic infections which result from an Injury;
- 28. In South Dakota, any condition for which benefits are paid to the Insured under any Workers' Compensation Act or similar law;
  - In all other states, any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.
- 29. Trips specifically made for the purpose of obtaining medical treatment.
- 30. Cosmetic surgery or remedial surgery, removal of fat or other surplus body tissue and any consequences of such Treatment, weight loss or weight problems/eating disorders, whether or not for psychological purposes, unless required as a direct result of an accident which occurs during the Period of Insurance;
- 31. Treatment for alcoholism, narcotics, drug and substance abuse/dependency or any addictive condition of any kind and any Injury or illness arising from You being under the influence of alcohol, drugs or any other intoxicating substance;

- 32. Pregnancy, childbirth whether normal or complicated, including the transfer of a pregnant woman to hospital to give routine childbirth or air travel when You are more than 20 weeks pregnant and was NOT a result of an accident or onset of complications relating from an accident.
- 33. Treatment for mental or nervous disorders, including transitional life events, homesickness, fatigue, jetlag or work-related stress; the costs of psychotherapists, psychologists, family therapists or bereavement counselors.
- 34. Use of any type of firearm(s) (Defined as any device that discharges a projectile of any type).
- 35. Charges or fees incurred for the completion of Medical Claim Forms;
- 36. For all claims within Cuba: the insured must pay the service provider at time of service and apply for reimbursement upon return to the US/Country of Residence. Important information for AMERICANS traveling to CUBA. Americans must have US government approval and proper documentation when traveling to Cuba or the claim will be denied.
- 37. Policies are renewable in any country (other than those prohibited by the US Government such as Cuba, Iran and North Korea).
- 38. In case of a diving accidents in Cyprus requiring hyperbaric treatment, the Insurer will not recognize nor will pay for any services given or associated with HTTC Hyperbaric Therapy Treatment Centre, or any company related to or in all or in part owned or managed by HTTC. Hyperbaric expenses in Cyprus will only be approved and covered when treatment is provided at the Ammochostos General Hospital Hyperbaric Oxygen Therapy Unit, Paralimni, Cyprus. Furthermore, prior to proceeding to receive any medical treatment in Cyprus, please contact NGS to coordinate Your hyperbaric treatment.
- 39. Any expenses relating to search and rescue operations to find You in mountains, at sea, in the desert, in the jungle and similar remote locations including air/sea rescue charges for evacuation to shore from a vessel or from the sea;
- 40. War Insurrection and Terrorism: The Insurer shall not be liable for:
  - A. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:
  - B. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly
  - C. arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;
    - War, hostilities or warlike operations (whether war be declared or not),
    - Civil war, Riot, Rebellion,
    - Insurrection,
    - Revolution,
    - Overthrow of the legally constituted government

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

#### ANY LOSS OR DAMAGE TO:

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

#### ANY LOSS CAUSED BY OR RESULTING FROM:

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

## WORLDWIDE EMERGENCY ASSISTANCE SERVICES

## Emergence Assistance: NGS - 24 hours a day, 7 days per week.

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

- A. For medical emergencies and assistance with Your medical care, contact NGS +44 (0)20 3137 3673. NGS MUST BE NOTIFIED as soon as possible for all situations requiring emergency medical treatment in excess of (\$, €, £) 500. Failure to do so will result in substantial co-payments of 50% or denial of claim.
- B. Clients will have the full benefits of 24 hours/7 day assistance from NGS.
- C. These services include pre-authorization and hospital admission

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

#### 24-Hour Medical Assistance Hot Line:

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

#### **Medical Evacuation:**

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

#### **Transportation of Mortal Remains:**

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

#### **Interpretation Services**

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

#### **CLAIMS PROCEDURE**

To facilitate prompt claims settlement:

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

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

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

www.diveassure.com

#### **TERM OF COVERAGE**

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

**BENEFICIARY** 

Your estate.

This policy is underwritten by: James River Insurance Company, Ltd.

## LAW AND JURISDICTION

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

\* All sums can be expressed in USD same for limits and premiums.