

**STUDENT DIVE ACCIDENT
MEDICAL EXPENSE LIABILITY INSURANCE
MASTER POLICY**

Issued By:

DAN Risk Retention Group, Inc.



**STUDENT DIVE ACCIDENT
MEDICAL EXPENSE LIABILITY INSURANCE
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This policy is issued by your Risk Retention Group. Your Risk Retention Group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your Risk Retention Group.

- a. **NOTICE: COVERAGE UNDER THIS INSURANCE APPLIES ONLY TO ACCIDENTS WHICH TAKE PLACE DURING YOUR COVERAGE PERIOD. NOTICE OF AN ACCIDENT MUST BE GIVEN PROMPTLY IN ACCORDANCE WITH THE TERMS OF THIS POLICY. PLEASE REVIEW THE WORDING OF THIS POLICY CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights and duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Insured Member shown in the Certificate evidencing coverage under this policy. The words "we", "us" and "our" refer to DAN Risk Retention Group, Inc.

1. Insuring Agreement

- a. Subject to the terms, conditions, exclusions and limit of liability of this policy, we will pay Medical Expenses as described below for Bodily Injury sustained by your Registered Student if such Bodily Injury is caused by an Accident that occurs as a result of and during a Covered Dive Training Activity conducted by you, provided that:
- i. The Accident takes place during your Coverage Period; and
 - ii. The expenses are incurred:
 - A. within the U.S., its territories or possessions or Puerto Rico; or
 - B. at a facility and under the care of a Physician or other health care provider which has been approved, in advance of treatment being rendered, by us or our designated agent; and
 - iii. The expenses are incurred and reported to us within one year of the date of the Accident; and
 - iv. The injured person submits to examination, at our expense, by physicians of our choice, at a place chosen by us, and as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of liability. We will pay reasonable expenses for:
- i. First aid administered at the time of an Accident;
 - ii. Medically Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - iii. Medically Necessary ground ambulance, hospital and professional nursing services.
- c. This insurance does not cover air ambulance services.

2. Coverage Period

a. Effective Date

Your coverage is effective on the Effective Date stated in your Certificate.

b. Termination Date

Your coverage will terminate automatically on the first of the following dates:

- i. on the Expiration Date stated in your Certificate;
- ii. on the date you no longer are in good standing as a DAN Professional Member;
- iii. on the date you no longer are in good standing as an instructor with the training agency under which you teach;
- iv. on the date the Group Policyholder or we terminate this policy in accordance with Section 5.h. of this policy.

3. Exclusions

We will not pay for any expenses:

- a. for Bodily Injury to any person other than your Registered Student;
- b. for persons aged 75 or over unless, 30 days before the Effective Date, a medical report is submitted to DAN who after consultation with their medical officers may accept that the Insured is fit for Diving Activity (no coverage is provided to any person over the age of 75 unless we specifically confirm this in writing);
- c. for Bodily injury, disease, illness, liability costs or expenses arising out of or in connection with any:
 - i. Diving activity not carried out under the direct supervision of a qualified instructor;
 - ii. Willful, malicious or criminal act of the Insured or breach of any law or enactment by the Insured or arising out of your gross negligence;
 - iii. Participating in professional sports or hazardous sports of any kind other than underwater sports;
 - iv. Diving activity exceeding any depth limit or breathing gas partial pressure limit as detailed in the standards of the applicable training agency under which training takes place;
 - v. Diving activity following travel contrary to medical advice or where the purpose of traveling is to obtain medical treatment;
- d. for Bodily Injury to a person, whether or not the person is your employee, if benefits for the Bodily Injury are payable or must be provided under a worker's compensation law, unemployment compensation insurance, social security, or disability benefits law, or under any similar or related federal, state or local law including but not limited to the Jones Act, the Longshoremen and Harbor Workers Act, the Americans with Disabilities Act, and any civil rights laws;

- e. that are compensable under any Other Insurance;
- f. for Bodily Injury expected or intended by the person who caused the Bodily Injury, but this exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons;
- g. related to any Pre-existing Condition;
- h. for services or supplies for which you or your Registered Student are not required to pay or charges that are made only because insurance exists;
- i. related to any declared or undeclared war, act of war, or civil disorder;
- j. related to Custodial Care;
- k. for drugs and medicine that may be obtained without a written prescription;
- l. for hospital services and supplies when confinement is solely for diagnostic testing purposes;
- m. for mental, nervous, emotional or psychological disorders;
- n. for suicide, attempted suicide, or intentionally self-inflicted injury of the Registered Student, while sane or insane;
- o. arising from an Accident that occurs after the use of alcohol, drugs or intoxicants, unless such drug use was prescribed by a Physician;
- p. for medical exams not required for treatment of Bodily Injury caused by the Accident;
- q. resulting from pregnancy, childbirth or elective abortion;
- r. arising from an Accident that occurs while riding or driving in any motorized vehicle or motorized watercraft;
- s. for Bodily Injury related to nuclear reaction, radiation or radioactive contamination;
- t. for Bodily Injury resulting from any criminal act committed by you or your Registered Student;
- u. for 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;
- v. for elective treatments or procedures;
- w. for cosmetic or reconstructive procedures, and any related services or supplies that alter appearance but do not restore or improve impaired physical functions;
- x. for care, treatment, services or supplies:
 - i. not prescribed by a Physician; or
 - ii. not Medically Necessary; or

- iii. that are considered experimental in the United States or provided mainly for the purpose of medical or other research; or
 - iv. received from a Nurse which do not require the skill and training of a Nurse; or
 - v. received in a hospital owned or operated by the United States government or any of its agencies; or
 - vi. provided or paid for by a governmental plan or law not restricted to the government's civilian employees and their dependents; or
 - vii. ordered by a family member of the Registered Student;
- y. for Bodily Injury arising out of:
- i. The actual or threatened abuse or molestation or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in, any sexual act, of any person, whether caused by, or at the instigation of, or at the direction of, or omission by, you, your employees, or any other person; or
 - ii. The actual or alleged transmission of any communicable disease.

4. Limit of Insurance

- a. The most we will pay for all medical expenses because of Bodily Injury sustained by any one Registered Student is \$25,000, regardless of the number of Accidents that occur, number of claims made or persons making claims or number of Insured Members who are involved. This single limit of insurance applies even if a Registered Student is involved in multiple Accidents occurring over multiple Coverage Periods.
- b. If medical expenses for Bodily Injury sustained by a Registered Student are covered by us under Certificates issued to two or more Insured Members, the limit of insurance will not change, and the most we will pay for all medical expenses sustained by the Registered Student is \$25,000.

5. Conditions

a. Duties in the Event of an Accident

- i. You must see to it that we are notified within 180 days after an Accident occurs or, if notice cannot be given in that time, as soon as reasonably possible. Notice should include:
 - A. How, when and where the Accident took place;
 - B. The names and addresses of any injured Registered Student and any other persons involved in the Accident; and
 - C. The nature and location of any injury arising out of the Accident.
- ii. Written notice and submission of other documentation required under this Section shall be made to the party designated by us in your Certificate.
- iii. You must provide such proof of loss as we may reasonably require and cooperate with us in the investigation of any Accident or any Bodily Injury that may have resulted from an Accident.

b. Applicable Law

This policy and all matters arising in relation to this policy shall be subject to the law of the State of South Carolina with regard to any principles of law that might cause the law of another jurisdiction to apply.

c. Transfer of Rights of Recovery against Others to Us

If you have rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after an Accident to impair these rights. At our request, you will bring suit or transfer the rights to us and help us enforce them.

d. Not In Lieu Of Workers' Compensation

This policy is not provided in lieu of and does not affect any requirement for coverage by workers' compensation insurance under any law that applies to an Insured Member or Registered Student.

e. Examination Under Oath

As often as we may reasonably require, you or any person making a claim under this policy must submit to examination under oath.

f. Records; Right to Audit

Sufficient records must be maintained by the Group Policyholder to show the names of all Insured Members, the dates they became insured, their Registered Students, and other such information as may be required to administer this policy. We have the right to examine and audit these records at any time the policy is in effect, within three (3) years after the policy is terminated, or later, if claims are still pending. We also reserve the right to audit any of your records relating to a claim made under this policy, including but not limited to records relating to Covered Dive Training Activities, for so long as we may have any liability under this policy.

g. Renewal Subject to Underwriter Consent

This policy may be renewed on any policy anniversary, subject to the provision entitled "Right to Terminate," by payment in advance by the Group Policyholder of the renewal premium determined on the basis of the premium rate in force for this insurance at the time of renewal.

h. Right to Terminate

The Group Policyholder or we may terminate this policy by giving written notice to the other party at least 31 days prior to the desired termination date. Termination of the policy will not affect a claim relating to an Accident that occurs while the policy is in effect.

6. Definitions

- a. "Accident" means a sudden, unexpected, unintended and external event, which occurs at an identifiable time and place, causes Injury, and includes:
 - i. Barotrauma and decompression sickness (including suspected DCI if diagnosed by us);

- ii. Asphyxia of a non-pathological origin;
 - iii. Acute poisoning or envenomation caused by the ingestion or absorption of substances;
 - iv. Drowning or near drowning;
 - v. Exposure hypothermia or frostbite directly resulting from a mishap to a conveyance including being shipwrecked or stranded, that is otherwise unavoidable;
 - vi. Sunstroke or heatstroke;
 - vii. Injuries and traumas in general including when caused by marine life.
- b. "Bodily Injury" means bodily injury, sickness or disease sustained by a person.
- c. "Breath-hold Diving" means a form of underwater diving in the absence and/or temporary cessation of breathing and without the use of autonomous or assisted breathing apparatus. Static and Dynamic free diving are included.
- d. "Certificate" means the Certificate of Coverage issued to the Insured Member evidencing coverage under this policy.
- e. "Coverage Period" means the period from the Effective Date stated in your Certificate to the date on which your coverage terminates in accordance with Section 2 of this policy.
- f. "Covered Dive Training Activity" means any activity, either in or out of the water, which is necessary to meet the standards for receiving an open water scuba diving certification or an entry level certification for Breath-hold Diving, including, but not limited to, donning or removing dive equipment, swimming or engaging in a Diving Activity. A Covered Dive Training Activity must be of limited duration (180 days or less) and must not require more than the minimum number of dives required by the standards of the training agency under which the instructor is teaching. The training agency must be one known to and approved by DAN.
- g. "Custodial Care" means care (i) provided primarily for the maintenance of the injured person, and (2) essentially designed to assist the injured person in the activities of daily living. Custodial Care does not include care primarily provided for its therapeutic value in the treatment of injury.
- h. "DAN" means Divers Alert Network, Inc.
- i. "Diving Activity" means:
- i. Diving with scuba from the moment you lift your assembled buoyancy compensator device / underwater breathing apparatus to wear it and enter water, until you totally exit water and your assembled buoyancy compensator device / underwater breathing apparatus is removed;
 - ii. Breath-hold Diving or snorkeling, from the moment you completely enter until you completely exit the water.
- j. "Insured Member" means a DAN Professional Member who has coverage under this policy.
- k. "Medical Expenses means expenses incurred by your Registered Student for medical, hospital, surgical, manipulative, therapeutic, x-ray or nursing treatment, including the cost of medical

supplies and ambulance hire and other medical evacuation expenses from the location of the Accident to the nearest reasonable treatment center.

- I. "Medically Necessary" means services or supplies that the treating Physician determines to be:
 - i. appropriate and necessary for the symptoms, diagnosis or direct care and treatment of Bodily Injury;
 - ii. provided for the symptoms, diagnosis or direct care and treatment of Bodily Injury;
 - iii. within standards of good medical practice within the organized medical community;
 - iv. not primarily for the convenience of the Insured Member, Insured Member's Physician or another health care provider; and
 - v. 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 patient is receiving or the severity of the patient's condition and that Outpatient Treatment would not be adequate to effectively treat the patient.

- m. "Nurse" means a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN) who is licensed by the State Board of Nursing.
- n. "Other Insurance" means liability insurance, including automobile insurance, and medical expense insurance provided by any 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 of such coverage shall be that which the services rendered would have cost in the absence of the insurance.
- o. "Physician" means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be the Insured Member or any person related to the patient or the Insured Member by blood, marriage, or adoption.
- p. "Pre-existing Condition" means an illness, disease, or other condition that existed during the 180-day period immediately prior to the Accident causing Bodily Injury to the Registered Student and for which the Registered Student (i) received, or received a recommendation for, a diagnostic test, examination, or, medical treatment, (ii) took or received a prescription for drugs or medicine or (iii) had a condition for which symptoms existed which would cause an ordinarily prudent person to seek diagnosis or treatment. Item (ii) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180-day period before the Accident causing Bodily Injury to the Registered Student.
- q. "Registered Student" means a person who (i) is twelve (12) years of age or older, (ii) participates in a Covered Dive Training Activity provided by you, and (iii) who has been registered in writing with us prior to the beginning of the Covered Dive Training Activity.

- r. "We", "us" and "our" mean DAN Risk Retention Group, Inc.
- s. "You" and "your" mean the Insured Member shown in the Certificate evidencing coverage under this policy.

END OF POLICY FORM