



Traveler Emergency Medical Services, Ltd.

Sponsored by



General Description  
of Benefits

Refer to  
“Detailed Program Description”  
for Specific Details of each of the  
Traveler EMS Programs

August 25, 2009

## Table of Contents

|   |    |
|---|----|
| 24-Hour Diving Emergency Hotline .....                            | 2  |
| What is Travel Assistance? .....                                  | 3  |
| How to Use Benefits .....   | 3  |
| Notification Requirement .....                                    | 3  |
| 24-Hour Worldwide Medical Information<br>and Assistance .....     | 3  |
| Emergency Evacuation and Repatriation .....                       | 4  |
| Repatriation of Remains .....                                     | 5  |
| Medical Monitoring .....  | 5  |
| Prescription Assistance .....                                     | 5  |
| Legal Assistance .....  | 5  |
| Visit of Family Member or Friend .....                            | 5  |
| Return of Dependent Children .....                                | 5  |
| Return of Traveling Companion .....                               | 5  |
| Return of Vehicle .....   | 6  |
| Assistance with Recovering Lost<br>or Stolen Items .....          | 6  |
| Travel Agency Services .....                                      | 6  |
| Emergency Message Transmission .....                              | 6  |
| Extra Accommodations Benefit .....                                | 6  |
| Extra Transportation Benefit .....                                | 6  |
| Pre-Trip Information .....  | 6  |
| General Assistance .....  | 7  |
| Insurance Claims Assistance .....                                 | 7  |
| Accidental Death or Dismemberment<br>from a Diving Accident ..... | 7  |
| Permanent Total Disability<br>from a Diving Accident .....        | 8  |
| Dive Accident Medical Expense<br>Coverage .....                   | 8  |
| Non-Diving Accident Medical Expense<br>Coverage .....             | 10 |
| Definitions for Medical Expense Coverage .....                    | 10 |
| Limitations on Covered<br>Medical Charges .....                   | 12 |
| Exclusions on Covered Medical<br>Charges .....                    | 12 |

|                                  |    |
|----------------------------------|----|
| General Provisions .....         | 14 |
| Exclusions and Limitations ..... | 14 |
| Subrogation .....                | 16 |
| Reimbursement .....              | 17 |
| Coordination of Benefits .....   | 18 |
| Assignment of Benefits .....     | 18 |
| How to File A Claim .....        | 18 |

**24-HOUR HOTLINE  
For  
DIVING EMERGENCIES ONLY**

**+1.919.684.9111  
(Call collect to the US)**

Other DAN Dive Accident Hotline numbers:

DAN Brazil  
0800.723.9111

DAN Europe  
+39.06.4211.8685

DAN Japan  
+81.3.3812.4999

DES Australia  
1.800.088.200 (within Australia)  
+61.8.8212.9242 (outside Australia)

DAN / DES New Zealand  
0800.4DES111

Singapore Naval Medicine & Hyperbaric Center  
6758.1733

DAN Asia-Pacific  
Philippines - (02) 632.1077  
Malaysia - (05) 681.9485  
Korea - (010) 4500.9113  
China - +852.3611.7326

DAN Southern Africa  
0800.020.111 (within South Africa)  
+27.10.209.8112 (outside South Africa)  
Accepts collect calls

**Facts about Decompression Illness:**

**Most symptoms of decompression illness occur within 24 hours after diving. Sometimes the symptoms begin when you're alone or resting. If you suspect DCI, seek immediate medical treatment.**

## **Traveler EMS**

Assistance, Information & Protection

### **Non-Diving Emergencies**

**+1.877.525.0845**

**U.S. Toll Free**

**+1.715.342.2397**

**Int'l Collect**

**For the Certificate of Benefits, Coverage Period, Coverage Territory and Benefit Limits, refer to the Detailed Program Description for each of the Traveler EMS Programs.**

### **WHAT IS TRAVEL ASSISTANCE?**

Travel Assistance is a package of benefits designed to assist Clients with a variety of services they might need while on a trip, or preparing for a trip. These services range from assistance with medical emergencies, to pre-trip planning and information on visa and inoculation requirements around the world.

Access to the travel assistance benefits offered by Traveler EMS can be accomplished over the Internet and through dedicated phone numbers which are answered 24/7 and provide you with service every day of the year. Special phone numbers are provided for emergencies and non-emergencies, many in the vicinity of where you might travel. Calls are answered by a multilingual staff which is specially trained to provide superior customer service, whatever your situation may be.

### **HOW TO USE BENEFITS**

Clients may call for assistance 24 hours a day, 365 days a year from around the world through the Traveler EMS dedicated telephone numbers. Where a local phone number is not available, you may call collect.

The benefit for Medical Expenses is available for any Diving Accident that occurs anywhere in the World. Other Medical Assistance, Legal Assistance and Travel Assistance Services are available whenever the Client is 50 miles / 80

kilometers or more from their residence (as their residence is listed in the Traveler EMS data base). Personal Services / Information are available prior to departure, during a trip, and after your return.

### **NOTIFICATION REQUIREMENT**

Clients must contact Traveler EMS in order to use the Medical Assistance benefits offered through these programs. If you become ill or injured, you should immediately proceed to the closest emergency medical facility. In such cases, the local attending physician or hospital will usually notify Traveler EMS. However, the Client is still responsible for ensuring that Traveler EMS is notified. If emergency circumstances exist which prevent you from giving immediate notice to Traveler EMS, notice must be given as soon as possible under the circumstances. If the Client fails to timely inform Traveler EMS of the medical emergency, the benefits available to you may be reduced or denied at the discretion of Traveler EMS.

The services available to you will be provided by Traveler EMS and its program partners. All services must be arranged and paid for directly by Traveler EMS.

### **MEDICAL ASSISTANCE**

#### **I. 24-Hour Worldwide Medical Information and Assistance**

A multilingual staff provides 24-hour assistance referrals and consultation when a Client suffers a medical emergency while on a Trip. Traveler EMS will aid in organizing a response to the medical emergency, taking such action as Traveler EMS, in consultation with medical personnel on the scene, determines to be in the best interest of the Client, including but not limited to: (i) recommending or securing the availability of services (when possible) of a local attending Physician; (ii) arranging Hospital confinement; and (iii) in those cases where it is Medically Necessary, arranging Emergency Evacuation or Repatriation. Traveler EMS also provides medical referrals to physicians, Hospitals and other

medical specialists as the situation may warrant. The Client shall be solely responsible for payment of any costs related to the services provided by these third parties, unless such costs are specifically covered by Traveler EMS under the specific program in which the Client participates.

## II. **Emergency Evacuation and Repatriation**

If a Client suffers an accident or an adverse medical condition during the course of a Trip and such condition (as determined by Traveler EMS in consultation with the local attending Physician) requires an Emergency Evacuation, or Medically Necessary Repatriation, Traveler EMS will pay Covered Expenses for such evacuation or repatriation **up to a Maximum Lifetime Benefit of \$100,000**. Traveler EMS will make payment directly to the provider for Covered Expenses incurred for such evacuation or repatriation.

**Emergency Evacuation** means that, due to Medical Necessity, the Client requires urgent transportation from the place where such person has a medical emergency to the nearest appropriate medical facility. 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 location. Emergency Evacuation may begin only after the injured person is made available at a location which can be reached by emergency medical services personnel.

**Medically Necessary (Medical Necessity)** includes any situation where it is judged medically appropriate to move the Client to another location either for treatment or follow-up, given the medical condition of the Client. Traveler EMS will arrange details of the Emergency Evacuation or Repatriation, utilizing the means of Transportation best suited to do so, based on the seriousness of the Client's condition, and these means may include air ambulance, surface ambulance, commercial airliner, 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 Client during an Emergency Evacuation or Repatriation. Expenses for special transportation must be recommended by both the attending Physician and Traveler EMS or required by the standard regulation of the conveyance transporting the Client. Special transportation includes, but is not limited to, an air ambulance, land ambulance, and private motor vehicle. Expenses for medical supplies and services related to Transportation must be approved by both the attending Physician and Traveler EMS.

**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 Client; (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 Client. All transportation arrangements made for evacuating or repatriating the Client must be by the most direct and economical conveyance, and arranged in advance by Traveler EMS. Covered expenses do not include amounts that are eligible for reimbursement under other medical expense insurance the Client may have.

**Repatriation** means that, due to Medical Necessity, the Client requires transportation to either:

- their primary residence as listed in the Traveler EMS database; or,
- the region where they are currently living and/or working at the time of the injury; or
- a different medical facility for further care or evaluation.

The final decision on Repatriation and where the Client will be taken is at the sole discretion of Traveler EMS.

### **III. Repatriation of Remains**

If a Client dies while traveling, Traveler EMS will arrange and pay for the return of the Client's remains, including expenses for embalming (if required by local regulations), necessary government authorizations, coffin(s) or cremation prior to the repatriation of the Client's remains, and a container appropriate for transportation of the remains for burial to the Client's place of residence as shown in the Traveler EMS data base.

### **IV. Medical Monitoring**

When Traveler EMS is first notified of a Client's medical emergency, its staff will establish communication with the medical personnel on the scene in order to obtain as much information as possible about the situation. Traveler EMS professionals will stay in regular communication with the medical personnel on the scene and, when asked to do so by the Client, will relay important information to family members and business associates until the situation is resolved.

### **V. Prescription Assistance**

If the Client requires prescription medication or eyeglasses not available where they are traveling, Traveler EMS will consult with the prescribing physician, and locate and arrange to send replacement medications and/or prescriptions when it's possible and legally permissible to do so. The Client is responsible for the cost of providing the medication or eyeglasses, and any shipping charges that may apply.

## **LEGAL ASSISTANCE**

### **I. Legal Referrals**

Traveler EMS will provide Clients with referrals to local qualified attorneys in the area where they are traveling. Where possible, the attorney will speak the same language as the Client. Where necessary, telephone interpretation can be provided. The Client is responsible for the final

selection and payment of the attorney and/or interpreter.

### **II. Legal Assistance**

If a Client is arrested or is in danger of being arrested as the result of responsibilities attributed to him/her, upon request Traveler EMS will notify the proper Embassy or Consulate of the Client's incarceration, or pending incarceration. To the extent possible under the circumstances, Traveler EMS will continue to act as a liaison for communications between the Client and other parties designated by the Client until the situation is resolved.

## **TRAVEL ASSISTANCE**

### **I. Visit of Family Member or Friend**

If a Client traveling alone experiences a medical emergency that is expected to require hospitalization for more than seven (7) consecutive days, Traveler EMS will arrange and pay for economy round-trip transportation for a visitor chosen by the Client (or his or her family) to travel to the place of hospitalization and thereafter return the visitor to his or her point of departure, up to a maximum benefit of US\$5,000.

### **II. Return of Dependent Children**

If a Client traveling alone with his or her children experiences a medical emergency which renders the Client unable to attend to the children's needs, Traveler EMS will arrange and pay for one-way economy transportation to return the children to the Client's primary residence as listed in the Traveler EMS database. Qualified escorts will be provided, if necessary.

### **III. Return of Traveling Companion**

If a traveling companion of a Client is unable to use previously made travel arrangements due to a delay caused by the Client's medical emergency, Traveler EMS will arrange and pay for one-way economy transportation to return the companion to his or her original departure point.

#### **IV. Return of Vehicle**

If a Client is hospitalized or has an Emergency Evacuation or Repatriation which prevents the return of the Client's vehicle to his or her place of residence as listed in the Traveler EMS database (or the return of a rental car to the place where it was scheduled to be returned), Traveler EMS will aid in arranging the return of the unattended vehicle and will reimburse the cost of returning the unattended vehicle to the Client's residence or the rental agency, up to a maximum benefit of US\$1,000.

#### **V. Assistance with Recovering Lost or Stolen Items**

When a Client has had luggage, documents, credit cards, or personal items lost or stolen, Traveler EMS will aid the Client in reporting the lost or stolen items to the appropriate authorities; will provide direction for the replacement of passports/visas; and, will provide advice regarding how to recover lost or delayed luggage from a carrier. The direct costs of replacing the lost or stolen items are the responsibility of the Client.

#### **VI. Travel Agency Services**

When a Client needs travel agency services as a result of an emergency, Traveler EMS will: (i) help coordinate emergency travel arrangements and hotel reservations; (ii) help replace lost or stolen tickets for transportation by arranging the purchase of replacement tickets utilizing a means of payment provided by the Client; and (iii) deliver the replacement or prepaid tickets by express mail or directly to the carrier's check-in counters. The Client will be responsible for any costs associated with these travel arrangements and hotel reservations, and any shipping charges which may apply.

#### **VII. Emergency Message Transmission**

When a Client encounters an emergency, Traveler EMS will relay emergency messages to and from the Client and his/her family member and business associates.

#### **VIII. Extra Accommodation Benefit**

**(Only available with the Prepared Diver / Mexico Prepared Diver / Brazil Prepared Diver Programs)**

If a Client is delayed in returning home on the written advice of the attending Physician and resulting from a Diving Accident, Traveler EMS will pay benefits for Extra Accommodations. The benefit payable is equal to the actual expenses incurred up to US\$200 per day, up to a maximum of US\$1,500 per Diving Accident. Benefits begin on the first day following the original date the Client should have returned home. Client must provide bills or receipts of actual expenses.

Extra Accommodations means lodging or hotel room charges required because Client was delayed in returning home due to a Diving Accident. Such delay must be recommended by a Physician. Extra Accommodations does not include hospital stays, transportation, food, or incidentals.

#### **IX. Extra Transportation Benefit**

**(Only available with the Prepared Diver / Mexico Prepared Diver / Brazil Prepared Diver Programs)**

If a Client is prevented from traveling home using the originally purchased ticket for transportation due to a delay on the written advice of the attending Physician and resulting from a Diving Accident, Traveler EMS will pay an Extra Transportation 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 US\$1,000 per Diving Accident.

Extra Transportation means transportation charges for a return home trip that was delayed due to a Diving Accident. Such delay must be recommended by a Physician.

#### **IX. PERSONAL SERVICES / INFORMATION**

##### **I. Pre-trip Information**

### Visa, Passport and Immunization Requirements

Traveler EMS will provide Visa, passport, and immunization requirements for foreign countries where travel may occur.

### Travel, Health and Safety Precautions

Traveler EMS can provide travel, health, and safety precautions for areas where travel may occur.

### Cultural Information

Traveler EMS can provide cultural information for the countries where travel may occur. The information may include typical dress, social etiquette, business protocol, traditions, tipping, language, transportation methods, etc.

### Temperature and Weather Information

Traveler EMS can provide temperature and weather information for major cities around the world where travel may occur.

### Embassy and Consular Referrals

Traveler EMS can provide contact information for the nearest Embassy or Consulate.

### Foreign Exchange Rates

Traveler EMS can provide updates on major foreign currency exchange rates. The rates may vary slightly from those posted by local financial institutions and are intended to be general guidelines.

## **II. General Assistance**

Traveler EMS 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. The Client is responsible for the selection of these professionals and payment of any fees related to the services they provide.

## **III. Insurance Claims Assistance**

Traveler EMS will provide assistance to Clients in: (i) verifying their insurance coverage; (ii) guaranteeing payments to medical care providers; (iii) obtaining information for insurance

claims for cases coordinated through Traveler EMS; and, (iv) completing insurance and other medical claims forms. Traveler EMS will assist the Client with eligible insurance claims until such claims have been settled or denied.

## **ACCIDENTAL DEATH OR DISMEMBERMENT FROM A DIVING ACCIDENT**

**(Only available with the Prepared Diver / Mexico Prepared Diver / Brazil Prepared Diver Programs)**

Traveler EMS, through its insurance underwriters, will pay the indemnity benefit listed in the table below if a Client sustains a loss stated therein resulting from a Diving Accident. 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 declared in the detailed description of benefits for each Traveler EMS program.

**Table of Losses**

| For Loss of:                                  | Traveler EMS 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. Loss of life must be evidenced by a death certificate or such other proof or documentation acceptable to Traveler EMS.

#### Exclusions

The Accidental Death & Dismemberment Benefit does not cover any loss, fatal or non-fatal, caused by or resulting from:

1. intentionally self-inflicted Injury;
2. suicide or attempted suicide, while sane or insane;
3. war or act of war, declared or undeclared;
4. service in the military, naval, or air service of any country; or
5. illness, disease, or bacterial infection other than bacterial infection occurring from an accidental cut or wound that occurs while on a Covered Dive.

#### **PERMANENT TOTAL DISABILITY BENEFIT FROM A DIVING ACCIDENT**

**(Only available with the Prepared Diver / Mexico Prepared Diver / Brazil Prepared Diver Programs)**

If a Client who is over 21 gives Traveler EMS written notice that he or she is Permanently Totally Disabled, Traveler EMS, through its insurance underwriter, will pay him or her the Principal Sum declared in the detailed description of benefits of each Traveler EMS program. The Permanent Total Disability must result from a Diving Accident that occurs while coverage is in force and must be evidenced by a report from a Physician acceptable to Traveler EMS.

The loss must:

1. Occur within 365 days of the date of the Diving Accident;

2. Continue without interruption for at least one year; and

3. Must reasonably be expected to continue without interruption until the Client'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 only:

Permanent Total Disability means that a Client, due to the Diving Accident, 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.

#### Exclusions

The Permanent Total Disability Benefit does not cover any loss, fatal or non-fatal, caused by or resulting from:

1. intentionally self-inflicted Injury;
2. suicide or attempted suicide, while sane or insane;
3. war or act of war, declared or undeclared;
4. service in the military, naval, or air service of any country; or
5. illness, disease, or bacterial infection other than bacterial infection occurring from an accidental cut or wound that occurs while on a Covered Dive.

#### **MEDICAL EXPENSES**

**I. Diving Accident Medical Expense Coverage**

**(Only available with the Prepared Diver / Mexico Prepared Diver / Brazil Prepared Diver Programs)**

Traveler EMS, through its insurance underwriter, will pay the benefits declared in the detailed

description of benefits for each Traveler EMS program, and subject to the terms, conditions and limitations contained herein for Covered Charges incurred as a result of a Diving Accident. Refer to the special benefits and limitations of this coverage as described in this section and the details of each Traveler EMS program to determine if this benefit is available and any coverage or other limitations.

#### **Covered Charges for Diving Accident Medical Expense Coverage**

Traveler EMS will pay 100% of the Covered Charges described below, which are not payable by any other insurance or government program, up to the Lifetime Maximum Benefit. Covered Charges means eligible charges that are for Medically Necessary services, supplies, care or treatment for a Diving Accident. The accident must occur while coverage is in effect. 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. Eligible charges include:

1. Hyperbaric Chamber Treatment Charges for up to three (3) treatments per Diving Accident. Any treatment after the third must be approved in advance by National Baromedical Services at 800.292.8381, or 1.803.434.7101.
2. Physician's charges for Hyperbaric Chamber Treatment, medical care and surgical operations.
3. Local 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. All transportation involving air or marine ambulance service must be approved in advance by Traveler EMS to be eligible for reimbursement.

4. Hospital charges for:
  - a. Room and board;
  - b. General nursing care, including Hyperbaric Chamber treatment;
  - c. Other Inpatient and Outpatient services and supplies (this does not include charges for professional services rendered at the hospital by non-staff); 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 shall be no greater than the average semi-private room rate for the Hospital where confined. If the Hospital where confined has only private rooms, the Daily Hospital Allowance will be 80% of the private room rate. The Daily Intensive Care Unit Allowance payable for room and board for each day of confinement in an Intensive Care Unit is two (2) times the Daily Hospital Allowance.

5. Medical Supply Charges for oxygen;
6. Other eligible charges including:
  - a. Ambulatory surgical charges for necessary services and supplies if:
    - i. the charges are due to surgery;
    - ii. benefits for these charges would have been payable if the surgery had been done in a Hospital; and,
    - iii. such surgery is performed in an ambulatory surgical center that is operating within the scope of its license to perform such surgery.
  - b. Surgeon's charges for the performance of surgical procedures.
  - c. Anesthesia charges and its administration when these are not covered as Hospital charges.
  - d. Nursing, Physiotherapy, and Occupational Therapy charges for:

- i. private duty nursing care by a Nurse; and
  - ii. treatment by a licensed physiotherapist; and
  - iii. treatment by a licensed occupational therapist.
- e. Radiological and Laboratory Charges for X-rays, radiological treatment, and diagnostic laboratory tests.
- f. Medical Supply Charges for:
- i. casts, splints, trusses, braces, crutches, and surgical dressing; and
  - ii. artificial eyes and limbs for the initial replacement of natural eyes and limbs severed while an Client; and
  - iii. rental of manually operated wheelchairs and hospital beds, oxygen equipment and other durable medical equipment that is used solely by the Client for the treatment of the Injury. The Underwriter may, at its discretion, approve purchase of such items.

**II. Non-Diving Accident Medical Expense Coverage**

**(This coverage is not currently available under any Traveler EMS program)**

Traveler EMS, through its insurance underwriter, will pay the benefits described below, subject to the terms, conditions and limitations contained herein for Covered Charges incurred as a result of an accident that is not due to a Diving Accident. Refer to the special benefits and limitations of this coverage as described in this section and the details of each Traveler EMS program to determine if this benefit is available and any coverage or other limitations. A Lifetime Maximum Benefit and US\$250 deductible for each injury applies to this benefit.

**Covered Charges for Non-Diving Accident Medical Expense Coverage**

Traveler EMS will pay 100% of the Covered Charges described below, which are not payable by any other insurance or government program,

up to the Lifetime Maximum Benefit. Covered Charges means eligible charges that are for Medically Necessary services, supplies, care or treatment for the Injury. The accident must occur while Coverage is in force and while the Client is on a trip outside his or her country that is at least 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. Traveler EMS will not pay for charges in excess of the maximum shown in program description.

**III. Definitions for Medical Expense Coverage (Applies to both Diving Accident and Non-Diving Accident Medical Expense Coverage)**

**Arterial Gas Embolism (AGE)** means signs and symptoms due to gas entering the arterial system as a result of over-pressurization of the lungs during a Covered Dive.

**Covered Dive** means snorkeling, breath hold diving, recreational diving, or diving while a scuba instructor, dive master, underwater photographer, or while performing research for a state or national government agency or university and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS) or any other recognized scientific body. A Covered Dive begins upon entry into the water and ends upon exit from the water. Except as specifically provided above, a dive for commercial or business purposes is not a Covered Dive. A Covered Dive must begin while coverage is in force.

**Custodial Care** means care:

- 1. Provided primarily for the maintenance of the Client; and

2. Essentially designed to assist the Client 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 coverage is in force.

**Decompression Sickness (DCS)** means signs and symptoms due to gas in the tissues resulting from a Covered Dive.

**Diving Accident** means DCI or any Injury resulting from a Covered Dive, regardless of the depth.

**Hospital** means an institution that is run for the care and treatment of sick or injured persons as inpatients and meets fully the following:

1. Is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located;
2. Is under the supervision of a medical staff and has one or more Physicians available at all times;
3. Maintains organized facilities for major surgery or has facilities available to it on a prearranged basis;
4. Provides 24-hour-a-day service by registered graduate nurses (RNs); and
5. Is not, other than incidentally, a place for the aged or mentally ill or a nursing or convalescent home.

**Hyperbaric Chamber** means a pressure vessel approved for recompression of diving accident victims and/or use of hyperbaric oxygen therapy, specifically for use for recompression of AGE or DCS.

**Injury** means accidental bodily injury of a Client, that is direct and independent of all other causes, is due to a Covered Dive and occurs while coverage is in force. In the case of Non-Dive Accident Medical Coverage, Injury means

accidental bodily injury of a Client, that is direct and independent of all other causes, and occurs while coverage is in force.

**Inpatient** means a Client who is confined as a registered bed-patient in a Hospital for whom a room and board charge is made.

**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.

**Medically Necessary or Medical Necessity** means services or supplies received while insured that Traveler EMS determines to be:

1. Appropriate and necessary for the symptoms, diagnosis or direct care and treatment of a covered Diving Accident; and,
2. Provided for the symptoms, diagnosis or direct care and treatment of a covered Diving Accident; and
3. Within standards of good medical practice within the organized medical community; and,
4. Not primarily for the convenience of the Client, Client'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 Client is receiving or the severity of the Client's condition, and that Outpatient Treatment would not be adequate to effectively treat the Client.

**Nurse** means a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN) who is licensed by a 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 or government, regardless of whether the other insurance is provided on an individual, family, or group basis, or through an employer, union or membership in an association. If insurance is provided on a provision of service basis, then, for purposes of this definition, the amount shall be that which the services rendered would have cost in the absence of the insurance. Other Medical Expense Insurance shall also mean third party liability coverage, including automobile medical plans.

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

**Physician** means a medical practitioner of the healing arts who is licensed in the country or district where the services are rendered and operates within the scope of his or her license and provides services covered under this program. The term does not include the Client or any person related to the Client by blood, marriage, or adoption.

**Reasonable and Customary Charges** means the amount determined by reference to all other providers in similar diving areas for the same or similar medical services, supplies or treatment.

#### **IV. Limitation on Covered Charges**

##### **(Applies to both Diving Accident and Non-Diving Accident Medical Expense Coverage)**

Charges for Manipulative Therapy (e.g. the use of body work or massage therapy and other physical manipulation of the body for healing, such as osteopathy, and chiropractic) and Acupuncture are limited to \$350 per calendar year and payable at \$35 per visit for up to 10 visits.

#### **V. Exclusions on Covered Medical Charges**

##### **(Applies to both Diving Accident and Non-Diving Accident Medical Expense Coverage)**

No benefits for medical expenses are payable for charges for:

1. Expenses incurred after the date enrollment in this program expires;
2. Chronic or pre-existing conditions, or treatments occurring more than a year after a Diving Accident;
3. Services or supplies for which a individual is not required to pay or charges made only because insurance exists;
4. A diving accident for which expenses are compensable under Other Medical Expense Insurance, the Workers' Compensation or Occupational Disease Act or Law of any country, or any services, supplies or treatments provided under any federal, state or other governmental plan or law;
5. Any act due to war, declared or not;
6. Custodial Care;
7. Drugs and medicine that may be obtained without written prescription and/or not furnished by and administered during a Hospital confinement as an Inpatient;
8. Charges that are more than the Reasonable and Customary Charges for the services and supplies furnished;
9. Hospital services and supplies when confinement is solely for diagnostic testing purposes;

10. Nervous, emotional or mental disorders;
11. A diving accident that occurs after drug and alcohol use unless such drug was prescribed by a Physician;
12. Medical exams not required for treatment of a Diving Accident;
13. 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;
14. Cosmetic or reconstructive procedures, and any related services or supplies, which alter appearance but do not restore or improve impaired physical functions;
15. Care, treatment, services or supplies:
  - a. not prescribed by a Physician; or,
  - b. not Medically Necessary; or,
  - c. resulting from a Predisposing Medical Condition that was not declared in writing at the time of application or communicated to Traveler EMS in writing if the condition arose during the coverage period;
  - d. that are considered experimental in the U.S. or provided mainly for the purpose of medical or other research; or,
  - e. received from a Nurse which do not require the skill and training of a Nurse; or,
  - f. received in a Hospital owned or operated by the government of any country or any of its agencies, which provides services without charge; or,
  - g. provided or paid for by any governmental plan or law not restricted to the government's civilian employees and their dependents; or,
  - h. ordered by a family member; or,
  - i. provided or paid for by any government's civilian employees and their dependents; or,
16. Any act of Nuclear, Biological or Chemical Terrorism;
17. Undertaking a dive, a Repetitive Dive Series, a scuba diving activity or snorkeling activity against the advice of a physician;
18. Flying within a Surface Interval shorter than the required interval specified in the most recent Divers Alert Network Flying After Diving Guidelines;
19. Flying within 72 hours of Recompression Treatment or within a longer period if so specified by the treating physician;
20. Undertaking a dive, a Repetitive Dive Series, or a scuba diving activity within a minimum period of six weeks after the completion of Recompression Treatment;
21. Undertaking a dive, a Repetitive Dive Series, or a scuba diving activity without first obtaining a clearance to return to diving from the treating physician after undergoing Recompression Treatment;
22. Undertaking a dive, a Repetitive Dive Series, a scuba diving activity, a snorkeling activity, or breath hold 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 breath hold;
23. Undertaking a dive, a Repetitive Dive Series, a scuba diving activity, a snorkeling activity, or breath hold diving activity in a manner in which the Client knew, or reasonably should have known, would expose them to an obvious risk of suffering an injury or illness.

For the Diving Accident Medical Coverage, no benefits are payable for charges for services and supplies for an Injury or Illness not the result of:

1. DCS, AGE, or Pulmonary Barotrauma caused by a scuba diving, snorkeling, or breath hold diving activity; or,

2. An accidental Injury that occurs in the water and is a direct result of a scuba, snorkeling, or breath hold diving activity.

**Clients are advised that in a serious medical emergency, Clients should seek immediate medical help first from local emergency service responders.**

#### **GENERAL PROVISIONS**

**Traveler EMS benefits are provided under contracts with various 3<sup>rd</sup> party service providers and are subject to change without notice.**

**Clients must contact Traveler EMS by telephone to receive the benefits and services available to them from Traveler EMS.** The correct telephone number to call is posted on the Traveler EMS web site, in the Benefits Handbook, and on the Benefits Voucher. Medical transportation services are only provided if authorized in advance by Traveler EMS.

The services available to the Client will be provided by Traveler EMS and its program partners. All services must be arranged and paid for directly by Traveler EMS. Services not arranged for by Traveler EMS will not be reimbursed. The benefit for Medical Expenses is available for any Diving Accident that occurs anywhere in the World. Other Medical Assistance, Legal Assistance and Travel Assistance Services are available whenever the Client is 50 miles / 80 kilometers or more from their residence (as their residence is listed in the Traveler EMS data base). Personal Services / Information are available prior to departure, during a trip, and after your return.

Clients must timely notify Traveler EMS in order to use the Medical Assistance benefits offered through these travel assistance programs. If you become ill or injured, you should immediately proceed to the closest emergency medical facility. In such cases, the local attending physician or

hospital will usually notify Traveler EMS. However, the Client is still responsible for ensuring that Traveler EMS is notified. If emergency circumstances exist which prevent you from giving immediate notice to Traveler EMS, notice must be given as soon as possible under the circumstances. If the Client fails to timely inform Traveler EMS of the medical emergency, the benefits available to you may be reduced or denied at the discretion of Traveler EMS.

Traveler EMS 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 Traveler EMS to fully provide services. In the event a Client goes into an area in which any of the above situations arises, Traveler EMS will attempt to provide its services to the best of its ability. The Client 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 Client to know the conditions in the country to which he or she is traveling prior to 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 Traveler EMS, in consultation with a local attending Physician based on medical factors, and Traveler EMS decision shall be conclusive in determining the need for such services.

The final selection of the medical professional, medical facility or legal counsel to be used by the Client is the Client's choice alone. Traveler EMS assumes no responsibility for any medical advice or legal counsel given by the medical professional and/or attorney, nor shall Traveler EMS be liable for the negligence or other wrongful acts or

omissions of any of the legal and/or healthcare professionals providing direct services to Clients as part of a Traveler EMS program.

The medical professionals, medical facilities, attorneys or other professionals (suggested or designated by Traveler EMS) who provide services on behalf of Traveler EMS, are not employees of Traveler EMS and Traveler EMS shall not be liable for their negligence or their other acts or omissions. Traveler EMS will not be responsible for providing medical diagnosis or treatment. The final selection of the medical provider is the right and responsibility of the Client.

## **EXCLUSIONS & LIMITATIONS**

**Services not arranged or approved in advance by Traveler EMS will not be reimbursed.**

### **I. Exclusion for Pre-existing Condition**

Traveler EMS shall not be responsible for the cost of Emergency Evacuation or Repatriation, Repatriation of Remains and/or any Travel Assistance Services as defined in the Benefits Handbook, if the need for these benefits/services arises from or are due to a Pre-existing Condition.

A **Pre-existing Condition** is an injury, sickness or other medical condition that manifested itself or worsens within ninety (90) days preceding the date that a Trip commences. This exclusion applies where medical treatment is received or recommended or where a prudent person would have sought diagnostic care or treatment. Other Traveler EMS benefits, including medical referrals, shall not be excluded because of pre-existing conditions.

### **II. Other Exclusions**

No benefits/services shall be available for any Client if such benefits/services are required as a result of:

- Active treatment of any condition within the last 90 days;
- Mild lesions, simple fractures, or mild diseases which can be treated by local doctors and do

not prevent the Client from continuing his or her trip or returning home;

- Infections under treatment not yet healed;
- Traveling for the purpose of obtaining medical treatment;
- Routine physical examination;
- Cosmetic or plastic surgery, chiropractic care except as a result of an accident;
- Any nervous, emotional or mental disorder;
- Dental care, except as the result of injury to natural teeth caused by an accident;
- Eye refractions or eye examinations for the purpose of prescribing corrective lenses for eye glasses or for the fitting thereof, unless caused by accidental bodily injury incurred during a Trip;
- Treatment by a family member;
- Terminal illness;
- The failure of medical appliances, monitors, or any other pieces of medical equipment that a Client requires;
- Pregnancy, childbirth, or complications of pregnancy;
- Injury or illness which is covered under other medical expense insurance, travel insurance, the workers' compensation or occupational disease act or law, or the health plan of any federal, state or other government;
- injuries or illness due to or arising from:
  - Sickness when traveling against the advice of a physician;
  - Air travel in aircraft used for experimental purposes;
  - Commissions of, or attempt to commit an illegal act;
  - Service in the military or police service for the purpose of taking part in any police or peacekeeping action, conflict, combat, declared or undeclared war;
  - Participation in professional, intercollegiate, or hazardous sports

(including bodily contact sports, skydiving, hang gliding, parachuting, mountaineering, mountain climbing, rock climbing, bungee cord jumping, any race and/or speed contest);

- A Client's suicide, attempted suicide, or willfully self-inflicted injury, sexually transmittable diseases, including AIDS, or the abuse of legal or illegal drugs or alcoholic drink;
- Services, supplies, or treatment, including any period of hospital confinement, which were not recommended, approved and certified as necessary and reasonable by a physician; or expenses which are non-medical in nature;
- War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

### III. Limitations

Benefits are available only for events which begin after payment is received and the Client is in receipt of written confirmation from Traveler EMS that the application has been processed and the benefits are in effect.

Traveler EMS does not provide benefits when the services are of a type for which no charge is normally made.

The maximum duration any one Trip is thirty (30) consecutive days, unless approved in advance by Traveler EMS.

Clients must be under 70 years of age at the time of enrollment and at all times during which coverage is in effect.

#### **SUBROGATION**

When Traveler EMS pays for or provides services to or on behalf of any Client, Traveler EMS has the right to recover the value of those payments from a party legally liable to pay for the injury or injuries for which services have been paid for

and/or provided. This may be a third party or third party insurer, uninsured or underinsured motorist's benefits, or benefits under a no fault automobile policy that may be available. This may also include any personal insurance, an employee benefit plan, or any other source owned by or available to pay for the services in question.

This right extends to and includes the right to initiate legal action in the name of the Client, if that is necessary to recover the value of payments made or services provided under this Agreement.

Accordingly, the Client hereby agree as follows:

1. You hereby assign Traveler EMS all rights which you or your dependents have or may have to the extent of and by virtue of the payment of any claim for services that Traveler EMS is contractually obligated to provide.

2. Traveler EMS is hereby authorized to pursue reimbursement of payments made on your behalf as stated in paragraph a hereof to the extent of any payments made and/or for the value of any services provided to you or on your behalf from any source, including third party providers or other insurance or health or welfare benefits plan that may be available in whole or in part to pay for or reimburse the value of benefits and services afforded to you by Traveler EMS.

3. In connection with these efforts to pursue reimbursement, you further agree that:

➤ Traveler EMS is authorized to, in its discretion, present claims and initiate, compromise, settle, discontinue and end legal proceedings to recover the value of services paid to you or on your behalf; and to sign and endorse any documents, drafts, checks, releases and/or pleadings as deemed necessary for this purpose with the same force and effect as though your personal authorization appears thereon;

➤ You shall cooperate fully with Traveler EMS in its recovery efforts, and shall sign and timely deliver such documentation or legal process

as Traveler EMS and/or its attorneys or recovery agent deem is reasonably necessary to represent and protect its rights; and, further, you agree to present such testimony as Traveler EMS and/or its attorneys or recovery agent may determine is necessary for this purpose;

➤ You agree to do nothing which would prejudice Traveler EMS's recovery rights in any manner.

4. Traveler EMS has the right to retain counsel of its choice to represent its rights and interests. If you or anyone authorized to act on your behalf or on behalf of your estate retains an attorney to represent you or your interests in a claim arising out of the same incident for which Traveler EMS has paid and/or provided services, you hereby acknowledge that Traveler EMS is not obligated to allow that attorney to represent its rights and interests.

5. In connection with any efforts by Traveler EMS to pursue recovery:

➤ Traveler EMS shall assume responsibility for its costs associated with its recovery efforts and hereby expressly warrants that at no time will you be assessed or become responsible for any cost associated solely with said subrogation activities.

➤ Traveler EMS acknowledges that you may have personal claims as the result of any incident giving rise to subrogation rights under this Agreement, and agrees not to prejudice your rights to pursue personal claims for any injuries giving rise to its rights under this Agreement.

➤ At your request, Traveler EMS will refer you to an attorney in the appropriate geographical area to discuss your right to recover for any accidental injuries you may sustain. Fee arrangements and payment of fees (contingent or otherwise) and costs thereafter charged by the attorney to whom you have been referred shall be your responsibility.

➤ You agree to notify Traveler EMS within thirty (30) days of presenting any claim or filing any lawsuit to recover for any personal injuries sustained while this Agreement is in effect. In addition, you agree to provide in a timely fashion any information in this regard requested by Traveler EMS or on its behalf.

#### **REIMBURSEMENT**

Traveler EMS has the right to be reimbursed by you for the value of benefits/services provided pursuant to this Agreement if you have been or are entitled to be reimbursed for benefits/services provided by Traveler EMS from a source that includes but is not limited to: a person or entity legally responsible for the accident, injury or illness; liability and/or premises medical payments coverage; automobile no-fault or medical payments coverage; uninsured or underinsured motorist coverage.

In the event that you present and/or pursue a claim for injuries for which benefits were paid by Traveler EMS, you acknowledge that the amount of Traveler EMS's payments to you or on your behalf pursuant to this Agreement constitutes a lien to be repaid from any recovery you may obtain or that may be obtained on your behalf, regardless of the source of that settlement or recovery and regardless of how those payments are allocated by the terms of the settlement or recovery. Furthermore, you hereby acknowledge that Traveler EMS is entitled to be repaid the full amount of its lien out of any such settlement or recovery, without any deduction for counsel fees and costs, unless Traveler EMS agrees in writing to be bound by the terms of representation proposed by counsel of your choice. It is specifically recognized, however, that under no circumstances will you be required to reimburse any amount greater than you receive by way of recovery or settlement.

This reimbursement obligation is primary to any other allocation of proceeds received from any settlement or recovery that you obtain or that is obtained on your behalf.

## COORDINATION OF BENEFITS

If you participate in any other program which offers benefits similar to those received from Traveler EMS, information about that other program must be provided to the facility rendering the services. The obligation of Traveler EMS to pay the cost of benefits/services you may receive under this Agreement is secondary to any other benefits or coverage you may have from any other source. You hereby acknowledge and agree that any personal insurance, employee benefits plan or other source such as those identified in the assignment of benefits provision, owned by or available to you to pay for the benefits/services paid for or provided by Traveler EMS shall be primarily responsible to pay for these services.

In connection with any coordination of benefits among multiple plans, Traveler EMS is hereby authorized to reveal the cost of any services provided under this Agreement to any party who has a need to know.

## ASSIGNMENT OF BENEFITS

If you are the beneficiary of any personal insurance policy, blanket insurance such as a liability policy, government or tax-supported program, group benefits plan, employee health and welfare benefits plan, or any other plan or policy of insurance which covers any of the services provided or paid for by Traveler EMS under this Agreement, and/or qualify or are entitled to receive benefits under any no-fault automobile insurance law, you hereby assign Traveler EMS the right to present a claim on your behalf and/or to otherwise recover any benefits to which you may be entitled there under and/or to enforce any rights you may have there under to the extent of the service provided under this Agreement.

## HOW TO FILE A CLAIM

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

**National Baromedical Services Inc.**  
Five Richland Medical Park

Columbia, SC 29203 USA  
1.800.292.8381 or +1.803.434.7101  
+1.803.434.4354 (fax)  
e-mail – [IPPN@baromedical.com](mailto:IPPN@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. Please forward these documents to NBS at the address above.

**Traveler EMS program benefits are subject to change following 30 days notice to existing clients.**

**All amounts shown are in US dollars.**

**Registered Office for Traveler EMS  
PO Box 1990 GT  
3<sup>rd</sup> Floor, FirstCaribbean House  
George Town, Grand Cayman KY1-1104  
Cayman Islands**

**For Customer Service, please visit  
[www.TravelerEMS.com](http://www.TravelerEMS.com), e-mail us at  
[info@TravelerEMS.com](mailto:info@TravelerEMS.com), contact us on Skype at  
"TravelerEMS", or call one of our customer  
service phone lines:**

**English: +1.202.470.0929  
Spanish: +52.55.8421.9866  
Portuguese: +55.11.3711.7063**