



Traveler Emergency Medical Services, Ltd.

Sponsored by



**Detailed Description
of Benefits**

**Mexico Local
Diver Program**

November 1, 2011

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

DAN America Emergency Hotline

**+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

CERTIFICATE OF BENEFITS

Upon receipt of notice from Traveler EMS that you are enrolled in the "Mexico Local Diver Program", you are eligible for the benefits described in this Certificate.

Coverage Period: One Year
Coverage Territory: Limited to travel within the country of Mexico

Traveler EMS, through its insurance underwriters, will pay the benefits described below, subject to the terms, conditions and limitations contained herein when you are covered under the Mexico Local Diver Program, up to a **Maximum Lifetime Benefit of US\$60,000**. Lower benefit limits apply to certain individual benefits as itemized below.

WHAT IS TRAVEL ASSISTANCE?

Travel Assistance is a package of benefits designed to assist you with a variety of services you might need while diving close to home, embarking on a Trip, or preparing to embark on 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 connect you with a customer service specialist 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 people who are specially trained to provide superior customer service, whatever your situation may be. Interpreters and translators are available.

HOW TO USE BENEFITS

You 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.

If you have a diving accident anywhere in the world, Traveler EMS will pay your Medical Expenses subject to the limits described in this handbook. Other Medical Assistance, Legal Assistance and Travel Assistance Services are available when you are on a Trip. A **Trip** is defined as traveling for recreational purposes at least 50 miles/80 kilometers from your Residence. Your **Residence** is that location where you have your current home and principal establishment, where you have been living for at least the past three (3) months, and where you have a present intent to remain for at least an additional three (3) months. Personal Services and Travel Information is available prior to departure, during a Trip, and after your return.

NOTIFICATION REQUIREMENT

You must contact Traveler EMS in order to use the Travel 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, you are 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 you fail 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

Customer service specialists are available 24-hours per day to provide you with assistance referrals and consultation when you suffer 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 your best interest, including but not limited to: (i) recommending or securing the availability of services of a local attending Physician (when possible); (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. You 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 Mexico Local Diver Program.

II. Emergency Evacuation and Repatriation

If you suffer 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 \$10,000**. 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, you require urgent transportation from the place where you experience a medical emergency to the nearest appropriate medical facility. Emergency Evacuation does not include efforts to locate you when your location is unknown, or efforts to

rescue you from a dangerous situation or location. Emergency Evacuation may begin only after you are made available at a location which can be reached by emergency medical services personnel without risk of injury or damage to the emergency medical services personnel or the equipment they use.

Medically Necessary (Medical Necessity) includes any situation where it is judged medically appropriate to move you to another location either for treatment or follow-up, given your medical condition. 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 your condition, and these means may include air ambulance, surface ambulance, private motor vehicle, watercraft, 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 you 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 used to transport you. Special transportation includes, but is not limited to, an air ambulance, surface ambulance, private motor vehicle, watercraft, commercial airliner or railroad (depending on the circumstances). 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 your Emergency Evacuation or Repatriation; (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 used for your transportation. All transportation arrangements 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, employer provided benefits, or government programs available to you.

Repatriation means that, due to Medical Necessity, you require transportation to either:

- your Residence as described herein; 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.

You will be transported to the closest of these locations. The final decision on Repatriation and where you will be taken is at the sole discretion of Traveler EMS.

III. Repatriation of Remains

If you die while on a Trip, Traveler EMS will arrange and pay for the return of your remains, including expenses for embalming (if required by local regulations), necessary government authorizations, coffin(s) or cremation prior to the repatriation of your remains, and a container appropriate for transportation of your remains for burial to your place Residence as described herein.

IV. Medical Monitoring

When Traveler EMS is first notified of a 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 specialists will stay in regular communication with the medical personnel on the scene and, if requested by you, will relay important information to family members and business associates until the situation is resolved.

V. Prescription Assistance

If you require 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. You will be 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 you with referrals to local qualified attorneys in the area where they are traveling. Where possible, the attorney will speak your native language. Where necessary, telephone interpretation can be provided. You are responsible for the final selection and payment of any attorney and/or interpreter you may use.

II. Legal Assistance

If you are arrested or are in danger of being arrested as the result of something you've done, you can request that Traveler EMS notify the proper Embassy or Consulate on your behalf to inform the Embassy or Consulate of your incarceration or pending incarceration. To the extent possible under the circumstances, Traveler EMS will continue to act as a liaison for communications between you and those you have asked us to inform until the situation is resolved.

TRAVEL ASSISTANCE

I. Visit of Family Member or Friend

If you are on a Trip traveling alone and you experience a medical emergency that is expected to require your hospitalization for more than seven (7) consecutive days, Traveler EMS will arrange and pay for economy round-trip transportation for a visitor you select (or a member of your family) to travel to the place of

hospitalization and thereafter the return of the visitor to his or her point of departure, up to a maximum benefit of US\$5,000.

II. Return of Dependent Children

If you are on a Trip traveling alone with your children and you experience a medical emergency which renders you unable to attend to the children's needs, Traveler EMS will arrange and pay for one-way economy transportation to return the children to your Residence as defined herein. Qualified escorts will be provided, if necessary.

III. Return of Traveling Companion

If your traveling companion is unable to use previously made travel arrangements due to a delay caused by your 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 you are hospitalized or have an Emergency Evacuation or Repatriation which prevents the return of your vehicle to your place of Residence as defined herein (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 you for the cost of returning the unattended vehicle to your Residence or the rental agency, up to a maximum benefit of US\$1,000.

V. Assistance with Recovering Lost or Stolen Items

When you have had luggage, documents, credit cards, or personal items lost or stolen, Traveler EMS will help you report the lost or stolen items to the appropriate authorities; will provide assistance in replacing 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 your responsibility.

VI. Travel Agency Services

When you need 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; and (iii) arrange delivery of the replacement or prepaid tickets by express mail or directly to the carrier's check-in counters. You will be responsible for all costs associated with these travel arrangements, hotel stays, and any shipping charges which may apply.

VII. Emergency Message Transmission

When you encounter an emergency, Traveler EMS will relay emergency messages between you and family member or business associates.

PERSONAL SERVICES / INFORMATION

I. Pre-trip Information

Visa, Passport and Immunization Requirements

Traveler EMS can provide Visa, passport, and immunization requirements for foreign countries where you may be planning a Trip.

Travel, Health and Safety Precautions

Traveler EMS can provide travel, health, and safety precautions for areas where you may be planning a Trip

Cultural Information

Traveler EMS can provide cultural information for the countries where you may be planning a Trip. 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 you may be planning a Trip.

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

III. Insurance Claims Assistance

Traveler EMS can assist you in: (i) verifying your 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 you with eligible insurance claims until such claims have been settled or denied.

MEDICAL EXPENSES

I. Diving Accident Medical Expense Coverage

Traveler EMS, through its insurance underwriter, will pay the benefits described below, **up to a Maximum Lifetime Benefit of US\$45,000** while traveling within Mexico, 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

Traveler EMS will pay 100% of the Covered Charges described below, which are not payable

by any other insurance, employer provided benefits 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. 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 or lost as a result of a Diving Accident; and
 - iii. rental of manually operated wheelchairs and hospital beds, oxygen equipment and other durable medical equipment that is used solely by you for the treatment of the Injury. The Underwriter may, at its discretion, approve purchase of such items.

II. Definitions for 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 scuba diving, or diving while a dive master, scuba instructor, 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 when you have completed your 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 your maintenance; and
2. Essentially designed to assist you 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 that arise 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 all of the following criteria:

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 to you that is direct and independent of all other causes, is due to a Covered Dive and occurs while coverage is in force.

Inpatient means a person 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 patient, patients'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 patient is receiving or the severity of the patient's condition, and that Outpatient Treatment would not be adequate to effectively treat the patient.

Nurse means a Registered Nurse (RN), Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN), or other 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, employer provided benefits, welfare plan or prepayment arrangements or government programs, 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 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 you or any person related to you 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 for 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 Charges for Diving Accident Medical Expense Coverage

No benefits for medical expenses are payable for charges for:

1. A Diving Accident that occurs before you are enrolled in this program, or 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. 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;
4. Custodial Care;
5. Drugs and medicine that may be obtained without written prescription and/or not furnished by and administered during a Hospital confinement as an Inpatient;
6. A Diving Accident that occurs after drug or alcohol use unless such drug was prescribed by a Physician;
7. Services and supplies to the extent the cost exceeds the Reasonable and Customary Charges for the services and supplies furnished;
8. Hospital services and supplies when confinement is solely for diagnostic testing purposes;
9. Medical exams not required for treatment of a Diving Accident;
10. 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,
 - j. non-medical in nature; or,
 - k. services or supplies for which a individual is not required to pay or charges made only because insurance exists;
11. Undertaking a dive, a Repetitive Dive Series, a scuba diving activity or snorkeling activity against the advice of a physician;
12. Flying within a Surface Interval shorter than the required interval specified in the most recent Divers Alert Network Flying After Diving Guidelines;
13. Flying within 72 hours of Recompression Treatment or within a longer period if so specified by the treating physician;
14. Undertaking a dive, a Repetitive Dive Series, or a scuba diving activity within a minimum period of six (6) weeks after the completion of Recompression Treatment;

15. 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;
16. Undertaking a dive, a Repetitive Dive Series, a scuba diving activity, a snorkeling activity, or breathhold diving activity as part of preparation for or participation in a contest, competition, record attempt, trial or experiment related to achieving depth or endurance records on compressed gas or breathhold;
17. Undertaking a dive, a Repetitive Dive Series, a scuba diving activity, a snorkeling activity, or breathhold diving activity in a manner in which you knew, or reasonably should have known, would expose you 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 breathhold diving activity; or,
- 2. An accidental Injury that occurs in the water and is a direct result of a scuba, snorkeling, or breathhold diving activity.

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

GENERAL PROVISIONS

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

You 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 you 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 in Mexico. Other Medical Assistance, Legal Assistance and Travel Assistance Services are available whenever you are 50 miles / 80 kilometers or more from your Residence as defined herein. Personal Services / Information are available prior to departure, during a Trip, and after your return.

You must timely notify Traveler EMS in order to use the Medical Assistance benefits offered through this travel assistance program. 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, you are 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 you fail 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 you go 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. You 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 your responsibility to know the conditions in the country to which you are 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 you is your 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 you 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 your right and you are responsibility for such choices.

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 to you 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 you from continuing your Trip or returning home;
- Infections under treatment not yet healed;
- Traveling for the purpose of obtaining medical treatment;
- Routine physical examination;
- 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, unless caused by accidental bodily injury incurred during a Trip;
- Cosmetic or reconstructive procedures, and any related services or supplies, which alter appearance but do not restore or improve impaired physical functions;
- Chiropractic care except as a result of an accident;
- Dental care, except as the result of injury to natural teeth caused by an accident;
- Any nervous, emotional or mental disorder;
- Treatment by a family member;
- Terminal illness;
- The failure of medical appliances, monitors, or any other pieces of medical equipment;
- 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);
 - Mental, nervous or emotional disorders, suicide, attempted suicide, or willfully self-inflicted injury, sexually transmittable diseases, including AIDS, or the abuse of legal or illegal drugs or alcoholic drink;
 - War (declared or undeclared), invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or any act of nuclear, biological or chemical terrorism.

III. Limitations

Benefits are available only for events which begin after payment is received and you are 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.

You 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 you or on your behalf, 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 your name if that is necessary to recover the value of payments made or services provided under this Agreement.

Accordingly, you 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 these received from Traveler EMS, information about that other program must be provided to the facility rendering 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 maintain or 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

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 to you.

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.

All amounts shown are in US dollars.

**Registered Office for Traveler Emergency
Medical Services, Ltd. ("Traveler EMS")
c/o SH Corporate Services
PO Box 1990 GT
3rd Floor, FirstCaribbean House
George Town, Grand Cayman KY1-1104
Cayman Islands**

**For Customer Service, please visit
www.TravelerEMS.com, e-mail us at
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**