

**UNITED STATES LIFE INSURANCE COMPANY**  
**An AMERICAN GENERAL COMPANY**  
125 Maiden Lane  
New York, New York 10038

**READ YOUR CERTIFICATE CAREFULLY. IT IS A LEGAL CONTRACT BETWEEN  
DIVERS ALERT NETWORK, INC. AND YOU.**

**COVERAGE IS ISSUED FOR A ONE-YEAR TERM.**

**SEE BENEFIT C FOR PRE-EXISTING CONDITIONS LIMITATIONS**

United States Life Insurance Company has issued a Group Diving Accident Insurance Policy to Divers Alert Network, Inc. for Your benefit. United States Life hereby certifies that You, subject to acceptance of Your enrollment application and payment of the premium due, are insured for benefits as provided under this Certificate.

#### **CERTIFICATE SCHEDULE**

**Policyholder:** Divers Alert Network Inc. (herein referred to DAN)

**Group Policy Number:**

**Coverage Period:** One Year

**Waiting Period:** None

#### **Classification of Eligible Persons**

All dues-paying Members of Divers Alert Network, Inc., herein referred to as DAN, who are residents of an eligible Home Country. For a complete list of eligible Home Countries, contact DAN Member Services at (800) 446-2671. Commercial Divers are not eligible.

#### **CLASSIFICATION OF ELIGIBLE DEPENDENTS**

If You have elected DAN family membership, You may cover the following Eligible Dependents:

1. Your Spouse or Cohabitant; and
2. Your unmarried dependent children under age 18 or under age 24 if a full-time student at an accredited school or college who are not employed on a full time basis and have the same permanent home address as the parent. Children include foster children on the date placed in the foster home and adopted children from the date of placement in the adoptive home regardless of whether or not a final decree of adoption has become final. The limiting age shall not terminate coverage of a child who is and continues to be mentally retarded or physically handicapped and who is incapable of self-sustaining employment and chiefly dependent upon You for support and maintenance. You must notify United States Life of such incapacity within 31 days of attainment of the limiting age and as may be subsequently required by United States Life but not more frequently than annually.

You must be covered under the Group Policy to have Dependents Coverage.

## **CERTIFICATE SCHEDULE, Continued**

### **BENEFITS**

<b>BENEFIT</b>	<b>BENEFIT AMOUNT</b>
Accidental Death & Dismemberment for scuba diving injuries only	Principal Sum \$15,000
Permanent Total Disability for scuba diving injuries only	Principal Sum \$15,000
Accident medical coverage for Covered Diving Accidents for expenses incurred within 365 days of a Covered Diving Accident.	As described in Benefit A, subject to a \$250,000 Lifetime Maximum per occurrence.
Accident medical coverage for Injuries that are not diving accidents	As described in Benefit A subject to a \$250 deductible per Insured Person to a maximum of \$10,000 per Insured Person
Lost Diving Equipment	Up to \$2,500 if equipment lost or abandoned due to a Covered Diving Accident
Diving Vacation Cancellation	\$250 deductible and \$10,000 Lifetime Maximum per Insured Person
Diving Vacation Interruption	\$250 deductible and \$5,000 Lifetime Maximum per Insured Person

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## DEFINITIONS

**Arterial Gas Embolism (AGE)** means signs and symptoms due to gas entering the arterial system as a result of overpressurization of gas-containing body structures during a Covered Dive.

**Cohabitant** means Your domestic partner, provided proof, as outlined below, is provided to United States Life:

1. evidence of financial interdependence including joint bank accounts, jointly owned property, joint credit cards or designation of beneficiary of life insurance or pension benefits;
2. evidence of cohabitation;
3. evidence of a prior relationship of at least 6 months, with an expectation of future commitment;
4. indication of an exclusive mutual commitment;
5. evidence of attainment of the age of majority;
6. statement that the person is not legally married;
7. statement that You is not related by blood to the domestic partner; and
8. if a resident of a city, municipality or other governing jurisdiction that allows for filing as domestic partners, evidence of such filing.

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

**Coverage** means the insurance that an Insured Person has under the Group Policy.

**Covered Dive** means a recreational dive or diving while a scuba instructor, dive master, underwater photographer, or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists (AAUS). A dive begins upon entry into the water and ends upon exit from the water. A Covered Dive must begin while Coverage is in force.

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

**Custodial Care** means care:

1. provided primarily for the maintenance of the Insured Person; and
2. essentially designed to assist the Insured Person 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.

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

**Diving Equipment** means diving equipment that is worn on the diver's person that is lost or damaged due to an Injury or DCI that requires urgent transportation or hospitalization. Diving Equipment does not include watches, their glasses or covers, torn straps or buckles, or photographic equipment of any kind.

**Eligible Person** means a person or dependent who satisfied the eligibility requirements for the Policyholder. The classes of Eligible Persons and Eligible Dependents are described in the Certificate Schedule.

**Home Country** means the country where the Insured Person permanently resides. Such country must be declared in advance with United States Life.

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

1. is operated according to 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 pre-arranged basis;
4. provides 24 hours a day service by registered graduate nurses (RN's); 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 an Insured Person, that is direct and independent of all other causes, and occurs while Coverage is in force.

**Inpatient** means an Insured Person who is confined as a registered bed patient in a hospital for whom a room and board charge is made.

**Insured Member** means a Member who has Coverage under the Group Policy. An Insured Member is referred to in the Certificate as You.

**Insured Person** means You or Your Eligible Dependent who has Coverage under the Group Policy.

**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 an Insured Person has Coverage that United States Life determines to be:

1. appropriate and necessary for the symptoms, diagnosis or direct care and treatment of a Covered Diving Accident;
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 Insured Person, Insured Person's Physician or another provider; and
5. the most appropriate supply or level of service that can be safely provided.

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

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

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

**Physician** means a duly licensed medical practitioner who operates within the scope of his or her license and provides services covered under the Group Policy. The term does not include the Insured Person or any person related to the Insured Person by blood, marriage, or adoption.

**Reasonable and Customary Charges** means charges for medical services and supplies that are not more than the usual charge in the locality where such services or supplies are received. The nature and severity of the condition will be taken into account.

### **EFFECTIVE DATE**

You will become an Insured Person when You have enrolled for Coverage under the Group Policy, paid the premium for the Coverage Period shown in the Certificate Schedule, and been accepted by United States Life. Eligible Persons who satisfy the criteria for eligibility described in the Certificate Schedule on the Policy Effective Date will have Coverage on that date.

For a person who becomes an Eligible Person after the Policy Effective Date, You will become an Insured Person at 12:01 a.m. on the date following the date United States Life or its agent approves his or her enrollment form and receives the premium due.

An Eligible Dependent's insurance will become effective on the Insured Person's effective date unless added at a later date as described in the "Additional Insured Persons" provision.

Your Coverage and that of Your covered dependents remains in effect for the Coverage Period.

**Additional Insured Persons:** You may add other Eligible Dependents who become eligible after the Coverage effective date by enrolling such dependent and paying the premium due. The premium due will be the single premium pro-rated to the end of the Coverage Period. The Coverage will be effective on the date United States Life or its agent approves the enrollment. Your Coverage will terminate at midnight at the end of the Coverage Period.

## **BENEFITS**

### **BENEFIT A**

#### **ACCIDENT MEDICAL INSURANCE BENEFIT**

##### **Benefits for Covered Diving Accidents Covered Medical Charges**

United States Life will pay the benefits described below subject to the terms and limitations. Covered charges means eligible charges that are for Medically Necessary services, supplies, care, or treatment for a Covered Diving Accident. The accident must occur during the Coverage Period. The expense incurred as a result of the accident must be incurred within 365 days of the Covered Diving Accident. Such services, supplies, care or treatment must be prescribed, performed or ordered by a Physician. Charges for such services, supplies, care or treatment must be Reasonable and Customary. United States Life will not pay for charges in excess of the Lifetime Maximum shown in the Certificate Schedule.

Eligible charges include:

1. Hyperbaric Chamber Treatment Charges for up to seven treatments per Covered Diving Accident. Any treatment after the seventh must be pre-certified by National Baromedical Services at (800) 292-8381;
2. Physician's charges for Hyperbaric Chamber Treatment, medical care and surgical operations;
3. Ambulance charges for transportation by a professional ground, air or marine ambulance service to the nearest Hospital or Hyperbaric Chamber where appropriate care or treatment can be given. All transportation involving air or marine ambulance service must be approved in advance by DAN TravelAssist 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. These do not include charges for professional services;
  - 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.
5. Medical supply charges for oxygen;
6. Other eligible charges including:
  - a. ambulatory surgical charges for necessary services and supplies if:
    1. the charges are due to surgery;
    2. benefits for these charges would have been payable if the surgery had been done in a Hospital; and
    3. such surgery is performed in an ambulatory surgical center that is operating within the scope of its license to perform such surgery.
  - b. surgeon's charges for the performance of surgical procedures;
  - c. anesthesia charges and its administration when these are not covered as Hospital charges;
  - d. nursing, physiotherapy, and occupational therapy charges for:
    1. private duty nursing care by a Nurse; and
    2. treatment by a licensed physiotherapist; and
    3. treatment by a licensed occupational therapist.

- e. radiological and laboratory charges for X-rays, radiological treatment, and diagnostic laboratory tests;
- f. chiropractic services payable at \$35 per visit by an Insured Person for up to 10 visits in a Coverage Period to a maximum of \$350 per Insured Person per such Coverage Period.
- g. medical supply charges for:
  - 1. casts, splints, trusses, braces, crutches, and surgical dressing; and
  - 2. artificial eyes and limbs for the initial replacement of natural eyes and limbs severed while an Insured Person; and
  - 3. rental of manually operated wheelchairs and hospital beds, oxygen equipment and other durable medical equipment that is used solely by the Insured Person for the treatment of the Injury. United States Life may, at its discretion, approve purchase of such items.

### **Benefits for Accident Medical Expense Covered Medical Charges**

If an Insured Person incurs charges for treatment of Injury due to a non-Diving Accident that occurs outside his or her Home Country, United States Life will pay the benefits described below subject to the terms and limitations.

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

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

### **Exclusions for Covered Diving Accidents and Accident Medical Expense Benefits**

No benefits are payable for charges for:

- 1. services or supplies for which an Insured Person is not required to pay or charges made only because insurance exists (subject to the right, if any, of the United States government to recover Reasonable and Customary Charges for care provided in a military or veteran's hospital);
- 2. a diving accident or Injury for which benefits are paid or payable under Workers' Compensation or any Occupational Disease or similar law whether such benefits are insured or self-insured;
- 3. any act due to war, declared or not;
- 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. charges that are more than the Reasonable and Customary Charges for the services and supplies furnished;
- 7. Hospital services and supplies when confinement is solely for diagnostic testing purposes;
- 8. nervous, emotional, or mental disorders;
- 9. a diving accident or Injury that occurs after drug or alcohol use unless such drug was prescribed by a Physician;

10. medical examinations not required for treatment of any Injury or illness;
11. 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;
12. cosmetic or reconstructive procedures, and any related services or supplies, that alter appearance but do not restore or improve impaired physical functions;
13. care, treatment, services or supplies:
  - a. not prescribed by a Physician;
  - b. not Medically Necessary;
  - c. that are considered experimental in the United States or provided mainly for the purpose of medical or other research;
  - d. received from a Nurse that do not require the skill and training of a Nurse;
  - e. received in a Hospital owned or operated by the United States government or any of its agencies (subject to the right, if any of the United States government to recover Reasonable and Customary Charges for care provided in a military or veteran's hospital);
  - f. provided or paid for by any governmental plan or law not restricted to the government's civilian employees and their dependents, except Medicaid; or
  - g. ordered by a family member; or
14. a diving accident or Injury for which charges are compensable under Other Medical Expense Insurance or any services, supplies, or treatments provided under any federal, state, or other governmental plan or law or charges are paid or payable the Workers' Compensation or Occupational Disease Act or Law.

No benefit payment is made for charges incurred after the date this Group Policy terminates except as provided under the "Extended Benefits" provision.

### **Extended Benefits**

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

1. for treatment of the specific Covered Diving Accident or Injury that caused the total disability;
2. while such person remains so totally disabled; and
3. during the first 12 consecutive months after the Group Policy terminates.

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

### **BENEFIT B**

#### **ACCIDENTAL DEATH AND DISMEMBERMENT FOR COVERED SCUBA DIVING INJURIES ONLY**

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



## Table of Losses

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

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

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

### PERMANENT TOTAL DISABILITY BENEFIT FOR COVERED SCUBA DIVING INJURIES ONLY

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

1. occur within 365 days of the date of the Covered Diving Accident;
2. continue without interruption for at least one year; and
3. must reasonably be expected to continue without interruption until the Insured Person’s death.

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

For purposes of this benefit:

**Permanent Total Disability** means that an Insured Person, due to the Covered 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

Benefit B 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 scuba diving.

## **BENEFIT C - DIVING VACATION CANCELLATION AND DIVING VACATION INTERRUPTION**

The benefits provided under Part C pay benefits as follows:

**Diving Vacation Cancellation:** Subject to any deductible requirements shown in the Certificate Schedule, this benefit pays for the losses described below that an Insured Person incurs for a trip cancelled up to the time and date of departure for a Sickness or Injury that would substantially impair his or her ability to dive.

Losses include:

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

The Insured Person or his or her medical professional must notify United States Life or its agent within 7 days of the date of departure that the trip is cancelled. United States Life or its agent must agree that the Sickness or Injury will prevent the Insured Person from diving in order for the benefit to be payable. If, due to the Sickness or Injury, it cannot be reasonably expected that the Insured Person is able to notify United States Life or its agent or instruct his or her medical professional to notify United States Life or its agent, United States Life or its agent must be notified of the trip cancellation as soon as reasonably possible.

The Lifetime Maximum Benefit payable for each Insured Person is shown in the Certificate Schedule.

**Diving Vacation Interruption:** Subject to any deductible requirements shown in the Certificate Schedule, this benefit pays for the losses described below that an Insured Person incurs for a Trip interrupted after the time and date of departure on a trip due to Sickness or Injury that would substantially impair his or her ability to dive.

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

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

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

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

The Lifetime Maximum Benefit payable for each Insured Person is shown in the Certificate Schedule.

In the event of a loss under Benefit C, an Insured Person must provide United States Life with documentation of the cancellation or interruption and proof of the expenses incurred. You must provide proof of payment of the trip satisfactory to United States Life. The Insured Person must provide unused air, rail, cruise, or other tickets if You are claiming the value of those unused tickets.

For purposes of Benefit C, the following definitions are added:

**Injury** means accidental bodily injury of an Insured Person that:

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

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

**Sickness** means illness, sickness or disease that:

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

**Trip** means:

1. a period of round-trip travel away from Your Home Country to a destination that is at least 50 miles from an Insured Person's main place of residence.
2. the main purpose and intent of the trip is to engage in a covered diving activity; and
3. is not to obtain health care or treatment of any kind.

## **BENEFIT D – LOSS OF DIVING EQUIPMENT**

If Diving Equipment is lost or unintentionally damaged due to a Covered Diving Accident, United States Life will pay for the real value of the equipment at the time of the loss or damage. If any item that was lost or damaged is part of an assembly of items, then the benefit is limited to the part that was lost or damaged. At United States Life's option, the lost or damaged item may be repaired or replaced in lieu of a cash payment. United States Life may require You to provide it with the damaged equipment. The maximum benefit is \$2,500.

## GENERAL PROVISIONS

**Notice of Claim:** Written notice of claim must be sent to United States Life or its designee within 20 days after the covered loss occurs or as soon as reasonably possible. The notice must provide enough information to identify the Insured Person. DAN Member Services can provide information on filing written notice.

**Claim Forms:** When United States Life or its designee receives the notice of claim, it will send You the forms to be used in filing proof of claim. If United States Life or its designee does not send these forms within 15 days, You can meet the proof of loss requirements by sending United States Life or its designee a written statement of the occurrence, nature, and extent of the loss within the time stated in the “Proof of Loss” provision.

**Proof of Loss:** Written proof of loss must be given within 90 days after such loss occurs. If it was not reasonable to give proof in the time required, the claim will not be reduced or denied if it was not possible to send proof within this time. However, the proof must be sent as soon as reasonably possible. In any case the proof required must be sent no later than one year following the 90 day period specified unless the claimant was legally incapacitated.

**Payment of Claim:** Indemnity for loss of Your life will be payable to Your estate or, at the option of United States Life, to Your spouse, if living, his or her surviving children, equally, if the spouse is dead, or Your surviving parents, equally, if all children are dead. Any other accrued benefits unpaid at Your death may, at United States Life’s option, be paid to the beneficiary or to the estate. All other benefits will be paid to You immediately upon receipt of due written proof of loss.

Benefits, other than for loss of life, are payable to You. Notwithstanding, if a benefit is payable to Your estate, to You and You are a minor, or to You and You are not competent to give valid release, United States Life has the right to pay up to \$1,000 to any other of Your relatives to whom it considered entitled. If United States Life pays benefits in good faith to a relative, its responsibility to pay those benefits is satisfied.

**Physical Examination and Autopsy:** United States Life has the right to physically examine a claimant as often as needed while a claim is pending. United States Life may choose the Physician. United States Life also has the right to have an autopsy performed in the case of death, unless prohibited by law.

**Legal Actions:** No legal action may be brought under the Group Policy within 60 days after written proof of loss has been given as required under the Group Policy. No action may be brought after 3 years (in Kansas, Florida and Tennessee, 5 years; South Carolina and Wisconsin, 6 years) from the date written proof of loss is required to be given.

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

**Excess Coverage:** With regard to BENEFIT C, this Policy is excess over any other travel insurance policy or tour operator waiver that an Insured Person may have in effect at the time of the cancellation or interruption.

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

**Termination:** Coverage terminates at the end of the Coverage Period. Termination will be without prejudice to any claim originating prior to the date of termination.