

# 2016-2017 PROFESSIONAL LIABILITY Retailer/Resort Group Professional Liability Policy Exclusively for Dive Pros Affiliated with PADI Retailer and Resort Members

**POLICY PERIOD**  
12:01 a.m. June 30, 2016  
through 12:01 a.m. June 30, 2017

**IMPORTANT:** To maintain continuous coverage – coverage from June 30, 2016 – applications with proper payment must be received at Vicencia & Buckley, a division of HUB International, by **June 30, 2016. There is no grace period.** All others will provide coverage from the date and time of receipt by the agent.

You are insured when this completed, signed application is received by Vicencia & Buckley, a division of HUB International, and approved by the insurance company. PADI will be notified that your coverage is in force.

The brochure and application are for illustration purposes only and are designed as a general description of the policies. Coverage will be determined by the actual policy language.

PADI No. \_\_\_\_\_

Name \_\_\_\_\_  
First Initial Last

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Postal/Zip Code \_\_\_\_\_

Email \_\_\_\_\_

Phone No. ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_

### Select Level of Coverage

- Instructor
- International Instructor †
- Divemaster
- Assistant Instructor
- Non-teaching/Supervising Instructor ††
- International: Divemaster, Assistant Instructor, Non-teaching/Supervising Instructor †, ††
- Divemaster/Assistant Instructor **Assisting Only\*\***
- International: Divemaster/Assistant Instructor, **Assisting Only\*\***
- with TecRec Endorsement\* for selection above**
- Retired (inactive) Instructor ††
- EFR Only
- Swimming Only

\* Submit proof of professional technical diving certification.

## Sign Here

I hereby declare that I have read, understand and accept the Exclusions on reverse.

I understand that coverage purchased under the PADI Retailer/Resort Group Professional Liability Policy may be canceled at the request of the PADI Retailer or PADI Resort Operator.

I also understand that the limits of liability declared on the certificate of insurance are shared between all staff members insured under the Retailer/Resort Instructional Policy, and coverage is afforded only while involved in the retailer/resort's teaching and supervisory activities.

\_\_\_\_\_  
Retailer/Resort Name

\_\_\_\_\_  
Retailer or Resort Member No.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\*\* Divemaster Member/Assistant Instructor Assisting Only option provides coverage to Divemasters and Assistant Instructors ONLY while assisting insured instructors with classes.

† Available for non U.S. citizens teaching ONLY non U.S. citizens; not available in Australia, Canada, Japan, the Caribbean or U.S., its territories and possessions.

†† No coverage will be afforded for any Open Water Scuba Instructor who teaches any form of scuba diving or snorkeling during the policy period.

## Special Important Notice

**READ CAREFULLY BEFORE COMPLETING AND SIGNING. YOU COMPLETE ONLY NO. 1 OR NO. 2 - NOT BOTH**

Insurance coverage is only provided if the insurance company is put on notice of a possible claim through one of its authorized agents or PADI.

**1**

I, \_\_\_\_\_, (your name) have no knowledge of any incident, accident, occurrence, act, error, or omission that might lead to, or has already led to, a legal action or claim except any matter already reported to my training agency. I understand that I must report any incident, accident, occurrence, act, error, or omission to any previous insurer and that this policy does not cover any known incidents, accidents, occurrences, acts, errors, or omissions. *By applying for this insurance, I hereby authorize PADI to release information to the insurance company pertinent to the investigation of insurance claims.*

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

**OR**

**2**

I, \_\_\_\_\_, (your name) have knowledge of an incident, accident, occurrence, act, error, or omission not previously reported to my training agency, that might lead to, or already has led to, a legal action or claim for my supervisory or instructional activities. I understand that I must report any incident, accident, occurrence, act, error, or omission to any previous insurer and that this policy does not cover any known incidents, accidents, occurrences, acts, errors, or omissions. *By applying for this insurance, I hereby authorize PADI to release information to the insurance company pertinent to the investigation of insurance claims.*

Name of Person Injured \_\_\_\_\_ Date of Incident \_\_\_\_\_

Incident report filed:  YES  NO (Include or tell how to obtain) \_\_\_\_\_

Fatality  YES  NO      Serious injury  YES  NO      In training  YES  NO

Location of Incident \_\_\_\_\_ Brief summary of situation or possible claim \_\_\_\_\_

\_\_\_\_\_  
SIGNED (*Sign here only if you have not signed above*)

\_\_\_\_\_  
DATE

# READ CAREFULLY BEFORE SIGNING PAGE 1

## EXCLUSIONS

**In addition to the specific exclusions contained in the policy, this insurance does not apply to:**

X) Any claim arising out of any "occurrence" in which the insured knowingly permitted the uncertified student involved in the claim to leave the immediate area during in-water instruction without supervision and the attendance of an instructor or a certified assistant.

Y) Any claim arising out of any "occurrence" in which the insured left or permitted the uncertified student involved in the claim to be unattended during in-water instruction and/or testing.

Z) Any claim arising out of any "occurrence" involving a recreational training or supervisory dive conducted by an insured that is planned for depths greater than 40 meters/130 feet; planned with mandatory stage decompression (safety stops are acceptable); or planned using gas mixes other than compressed air, or enriched air unless all students are previously certified divers or are participating in an open water diver course with an enriched air training option.

This exclusion (Z) does not apply to any insured when Technical Diving coverage is indicated on the insured's certificate of insurance.

AA) Any claim arising out of any "occurrence" involving a technical training or supervisory dive conducted by an insured that is planned for depths greater than 100 meters/330 feet; or planned using gas mixes other than compressed air, enriched air, oxygen, or trimix.

BB) Any claim arising out of any "occurrence" in which the insured failed to obtain a medical history form completed by the student involved in the claim, prior to in-water instruction; and in the case of a minor, the failure to have obtained the minor's parent's or guardian's signature on the medical history form. Furthermore, this insurance does not apply if the medical history form indicated any condition contrary to safe participation in diving activities, and the insured failed to require the student to obtain medical approval (based on a medical examination) by a licensed physician, who is not the student, prior to in-water instruction.

CC) Any claim arising out of any "occurrence" during a training dive or swim instruction in which the insured had not first obtained from the student involved in the claim a signed release of liability/assumption of risk form developed or approved by the certification organization through which the training was offered; and in the case of a minor, the failure to have obtained the minor's parent's or guardian's signature on the form.

DD) Any claim arising out of any "occurrence" during a technical training dive in which the insured had not first obtained from the student involved in the claim a signed release of liability/assumption of risk form developed or approved by the certification organization through which the technical training was offered, specifically stating that the student acknowledges that the training involves technical dive training.

EE) Any claim arising out of any "occurrence" involving scuba instruction provided by the insured to a student under the age of ten (10), except for courses taught in confined water (e.g. swimming pools), which may be offered to anyone age eight (8) and older.

FF) Any claim arising out of any "occurrence" involving instruction in which the insured instructor and/or Dive Center/Resort Operator has not maintained records for the purpose of recording the progress of the student involved in the claim.

GG) Any claim arising out of any "occurrence" involving instruction in which the insured instructor and/or Dive Center/Resort Operator has not maintained records for the purpose of evaluating the understanding of the instructional material by the student involved in the claim.

HH) Any claim arising out of any "occurrence" involving instruction in which the insured instructor and/or Dive Center/Resort Operator has not retained all records relating to the individual student involved in a claim, for a minimum of five (5) years.

II) Any claim arising out of any "occurrence" involving the insured's conduct of an introductory experience program (any program designed to introduce uncertified divers to recreational scuba diving via a supervised, controlled open water dive experience) that was not in accordance with Recreational Scuba Training Council (RSTC) standards. This exclusion does not apply to confined water-only experiences being conducted by properly certified divemasters, assistant instructors and instructors.

For information and quotes, contact PADI's Insurance Agent, Vicencia & Buckley, a division of HUB International

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