

## Coverage Details

PRICE STABILITY	No rate increase since 2002
EXTREMELY COMPETITIVE RATES	\$313 Instructor \$205 DM/AI/ Supervisory Inst \$142 Assisting Only
RETROACTIVE DATE/PRIOR ACTS COVERAGE	Up to 30 June 1992 with no gap in coverage under <b>ANY</b> policy
COVERAGE FOR REFUSAL TO TRAIN DUE TO DISABILITY	Covered <i>Exclusively offered by the PADI-endorsed policy</i>
DEFENSE COSTS	Unlimited
POLICY LIMITS	\$1,000,000/ \$2,000,000 higher limits available
TERRITORY EXCLUSIONS	None (including availability in Alaska) (except where not permitted by law)
INSURANCE UNDERWRITER	A XV Rated Canadian Insurer

All premium and policy limits are shown in Canadian dollars.



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

## Convenient Online Renewal

Simply go to [www.barton.ca/group/padi\\_home.htm](http://www.barton.ca/group/padi_home.htm) and complete the application for the 2009-2010 policy.

## Apply Today

Complete the included application and mail or fax it to HUB International Barton Insurance.

**Have questions? Call us at 800 661 6194 or +1 250 372 3155.**



HUB International Barton Insurance Brokers  
299 3rd Ave, Kamloops, BC V2C 3M4  
800 661 6194 • +1 250 372 3155 • Fax +1 205 372 1962  
Email: [bar-dive@hubinternational.com](mailto:bar-dive@hubinternational.com)  
[www.barton.ca/group/padi\\_home.htm](http://www.barton.ca/group/padi_home.htm)

Product No. 10190CA (Rev. 4/09)

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PADI-endorsed

2009-2010

# Professional Liability Insurance

for PADI Canada Members  
(excluding Quebec)



**What do you want when you buy professional liability insurance?**

*The broadest coverage at excellent rates.*

*An experienced insurance team known in the dive industry.*

*Someone available to help you 24/7 through a toll-free hotline.*



Professional Service. Personal Care.

[www.barton.ca/group/padi\\_home.htm](http://www.barton.ca/group/padi_home.htm)



# You Want PADI-endorsed Professional Liability Insurance



## The Best Insurance Buy and Value in the Industry

Dive professionals who already carry PADI-endorsed Professional Liability Insurance know the policy offers the industry's broadest coverage at excellent rates with:

- Exclusive coverages found nowhere else
- The security of a long-term commitment from an A XV rated Canadian carrier
- The ongoing benefit of no rate increase since 2002

**In these economic times you deserve more value and security - your assets and the money you must spend to protect them are more important than ever. Don't assume- compare today and see the value for yourself.**

## 24 hour access to the Full-Time Risk Management Team

- 24 hour phone and fax access – even on nights, weekends and holidays
- Immediate access to legal counsel when needed
- Toll-free and available in Canada, the US and Mexico
- Assistance is only a phone call away

## Benefits of PADI-endorsed Insurance

*Don't be misled by others, be sure to check the fine print*

- **No general standards warranty**, so coverage is not subject to the insurance company's interpretation of general training standards.\*. Does the policy you're considering include the following restrictions?  
*"... the Insured shall ensure that all diver training activities comply at all times with current standards, procedures and policies."*

*Would you find it fair to have an incidental violation of any 'standard, procedure or policy' or used as grounds by the insurance company to void your insurance coverage after an accident? The small list of coverage exclusions in the PADI-endorsed insurance policy is clear and precise – there is no guessing about your policy.*

- **No confusing, broad requirements for instructors** to judge the medical condition or fitness of student divers. Have you seen this requirement in other professional liability policies?  
*"If the medical history form or the appearance of the student indicates any contraindication to diving the Insured shall require the student to obtain medical approval by a licensed physician based on medical examination prior to any in-water activities."*

*How will the insurance company interpret this warranty after an incident occurs? Can training an overweight diver jeopardize your coverage? For your protection, the medical requirement for the PADI-endorsed program is clear and reliable, simply requiring the normal use of a Medical History Form.*

- **No additional charge for teaching** or supervising technical diving activities.
- **Coverage for discrimination claims** if you're sued for denying scuba instruction because you have medical or similar safety concerns for a prospective student- an exclusive benefit of the PADI-endorsed policy.
- **Defense costs** paid in addition to policy limits.
- **Optional equipment liability coverage** if you provide personally owned equipment to your student divers.

## Emergencies are personal – your insurance team should be personal too.

Not all insurance policies offer the same coverage or service. Take comfort knowing that you have coverage backed by a team of experienced professionals you know and trust. Year after year, the team of PADI and HUB International Barton Insurance have worked together to support PADI Members through the most challenging times.



**Your professional care insurance team:  
Sharron Olsen and Fay Weikum.**

[www.barton.ca/group/padi\\_home.htm](http://www.barton.ca/group/padi_home.htm)

\*Except with regard to introductory, i.e. Discover Scuba Diving, programs which must meet RSTC Standards.

# 2009-2010 PROFESSIONAL LIABILITY INSURANCE APPLICATION

## Exclusively for PADI Canada Members

**POLICY PERIOD**  
12:01 a.m. June 30, 2009  
through 12:01 a.m. June 30, 2010

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

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

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

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

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

Email \_\_\_\_\_

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

**IMPORTANT:** To maintain continuous coverage – coverage from June 30, 2009 – completed renewal applications with proper payment must be received at HUB International Barton Insurance by **June 30, 2009. There is no grace period.** All others will provide coverage from the date of receipt by the agent.

You are insured when this completed, signed application with correct payment is received by HUB International Barton Insurance and approved by the insurance company. You will receive a Certificate of Insurance. 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.

If you apply on our website, [www.barton.ca/group/padi\\_home.htm](http://www.barton.ca/group/padi_home.htm), or FAX your application to HUB International Barton, +1 250 372 1962, please **DO NOT** mail a duplicate application. Website and FAX services are available 24 hours a day. Be sure to retain your fax or website confirmation.-

### Select Insurance Options: See page 2 for rates.

- Instructor \_\_\_\_\_
- Divemaster, Assistant Instructor, Non-teaching/  
Supervising Instructor \_\_\_\_\_
- Divemaster/Assistant Instructor **Assisting Only** \_\_\_\_\_
- with TecRec Endorsement\*** for selection above \_\_\_\_\_ n/c \_\_\_\_\_
- Retired (inactive) Instructor \_\_\_\_\_
- Optional Equipment Liability Coverage** \_\_\_\_\_
- Excess Liability** \_\_\_\_\_

**TOTAL PREMIUMS \$** \_\_\_\_\_

Tax, if applicable: Ontario 8% \_\_\_\_\_

**TOTAL \$** \_\_\_\_\_

\* Submit proof of professional technical diving certification.

This contract may be terminated by the insurer giving to the insured fifteen days notice of termination by registered mail.

Make cheque or money order payable to: Hub International Barton Insurance in Canadian funds only, or use MasterCard or VISA.

Due to expensive bank clearing costs, applicants who do not use a credit card are to submit funds by International Postal Money Order or cheque drawn on a Canadian bank.

**NOTE: NO extra charge for using MasterCard or VISA.**

- MasterCard  VISA

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Card Holder Name \_\_\_\_\_  
Please Print

Card Holder Signature \_\_\_\_\_

### CHECK LIST

- Membership with PADI must be current.**
- STOP!** Do not use this application if the store/resort is purchasing GROUP professional liability insurance. Use Form 300DT.
- Ensure contact information above is correct and complete.
- Read Exclusions, sign and date Box A.
- If store/resort is purchasing your individual insurance, include their mailing address above and check the first category option at left and complete Box B below.
- Read, sign and date Box 1 or 2 (not both) on page 2.
- List Additional Insureds, as appropriate, see page 2.
- Enclose proof of professional certification for TecRec coverage (if applicable)

**If your application is incomplete, it will be returned to you for completion.**

### Sign Here

**A** I hereby declare that I have read, understand and accept the Exclusions on page 3.

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

**OR**

### Sign Here Only If store/resort is purchasing your insurance

**B** I hereby declare that I have read, understand and accept the Exclusions on page 3.

I understand that coverage purchased under the PADI Store/Resort Instructional Policy may be canceled at the request of the PADI Dive Centre or PADI Resort Operator.

I also understand that the limits of liability declared on the certificate of insurance apply to all staff members insured under the Store/Resort Instructional Policy, and coverage is afforded only while involved in the facility's teaching and supervisory activities.

\_\_\_\_\_  
Dive Store/Resort Name PADI No.

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

## 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  
OR  
2

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 PADI. 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 \_\_\_\_\_

I, \_\_\_\_\_, (your name) have knowledge of an incident, accident, occurrence, act, error, or omission not previously reported to PADI, 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 \_\_\_\_\_

### Additional Insureds Same as Last Year Attach Separate Sheet with New or Changes to Last Year.

1. No charge for Additional Insureds, however, all must be listed.
2. Entities such as dive stores, resort dive operators, dive boats, educational institutions, hotels, motels, resorts, pool owners (facilities), property owners, government entities and marinas must be listed on your application.
3. Entities other than those mentioned, when listed, will be reviewed by the insurance carrier; inclusion on your Certificate of Insurance will indicate that coverage is in effect.
4. List business relationship versus personal relationship; e.g., Bob Smith, pool owner not Bob Smith, father.
5. Instructors, assistant instructors, divemasters and retired instructors **may not** be Additional Insureds but must obtain their own insurance.

Store/Resort Number \_\_\_\_\_

Store/Resort Number \_\_\_\_\_

Facility Name \_\_\_\_\_

Facility Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

### PREMIUM FULLY EARNED \*

The insurance costs include a premium, and an administrative fee to cover the costs of printing, processing materials, mailing and supervision.

#### Pro-rated Premiums

	Annual Fee	After Oct. 1, 2009	After Jan. 1, 2010	After Apr. 1, 2010
Instructor	\$313	\$253	\$192	\$131
Divemaster, Assistant Instructor, Non-teaching/Supervising Instructor †	205	172	138	104
Divemaster/Assistant Instructor Assisting Only**	142	124	106	88
TecRec endorsement for selection above	n/c	n/c	n/c	n/c
Retired (inactive) Instructor †	205	172	138	104
Optional Equipment Liability Coverage	249	202	153	105
Excess Liability – \$1,000,000	220	175	120	89
2,000,000	295	226	158	95
3,000,000	370	283	195	109
4,000,000	445	339	233	126

**Additional Insureds** – List all on a separate sheet.

**No Charge**

**Note:** See Dive Centre/Resort Insurance brochure/application for Store/Resort Instructional program option.

**Premium and Policy Limits are Shown in Canadian Dollars.**

\* Premium fully earned means there is no refund if you cancel your insurance.

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

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

# EXCLUSIONS

## READ CAREFULLY BEFORE SIGNING APPLICATION BOX A OR B

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**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 80 meters/265 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 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 (RTSC) standards. This exclusion does not apply to confined water-only experiences being conducted by properly certified divemasters, assistant instructors and instructors.

# Frequently Asked Questions

## **Does my PADI-endorsed insurance cover me if I am teaching or supervising technical diving activities?**

If you select the Tec Rec endorsement and submit technical credentials, the endorsement covers you for your technical activities in accordance with the Terms and Conditions of the TecRec Endorsement.

## **Does my PADI-endorsed insurance cover me if I am teaching students through another certifying agency?**

Yes, and there's no need to list the other certifying agency for this coverage to be in place. Your policy covers you for your activities while supervising and training divers in accordance with the Terms and Conditions of the policy, regardless of the certifying agency through which you are training your students. And, since the certifying agency has its own policy to provide coverage for its activities – setting the standards, developing educational materials, etc. – there's no need to list the certifying agency as an additional insured.

However, PADI does not sanction the activities of the instructor who accepts the Universal Referral completion form and issues a certification (through any certification organization) for students whom he has not personally conducted the open water training dives.

NOTE: If conducting training through another agency, you must have students sign a liability release developed or approved by that agency.

If conducting open water introductory experience programs, the programs must be conducted in accordance with Recreational Scuba Training Council (RSTC) standards.

## **Does my PADI-endorsed insurance cover me while conducting referral dives?**

Yes. There is no exclusion for conducting the open water training dives for a student diver who has completed academic and confined water training with another instructor or certification agency.

## **I won't be teaching again until after the first of the year, why must I renew my insurance?**

By not renewing, you will have a gap or lapse in your insurance and will not have coverage for any "prior acts". This means if a student makes a claim against you for a wrongful act that occurred prior to your gap or lapse in coverage, then you would not be covered for this student's claim. This would be a "prior act".

In addition, the insurance you are purchasing is a "claims made" policy, requiring you to have insurance at the time of a claim. For example, you certified a student in 2004 and your insurance expired in June 2005. You obtain insurance again in January 2006, however, your student has an incident in October 2005 and files a claim against you. You will not have coverage for this claim because you did not have insurance at the time of the incident and since you had a "gap" in coverage, you will not be covered for any acts prior to January 2006.

***It's important to maintain continuous coverage even if you won't be actively teaching for a while. We strongly recommend you purchase the non-teaching or retired protection.***

## **As a Divemaster assisting an insured instructor with classes, am I covered under the instructor's professional liability policy?**

No. Divemasters, assistant instructors, instructors and retired instructors may not be Additional Insureds on the instructor's policy, but must obtain their own insurance policy. Divemasters in training are covered under an insured instructor's policy.

Divemasters, Assistant Instructors and Instructors may be covered under a dive store/resort's Instructional Policy purchased by the store/resort. In this instance, the individuals are insured only while involved in the facility's teaching and supervisory activities.

## **Am I covered for teaching Emergency First Response (EFR)?**

Yes. The policy specifically includes this. Although insurance is not specifically required for the teaching of CPR and other such courses, since EFR courses are sanctioned by PADI, they are covered, subject to the terms and conditions of the policy.

## **Regarding the equipment liability coverage, can I rent the equipment to other instructors? Is there coverage for theft?**

No. The equipment liability coverage applies to personally owned equipment and only while used in the instructor's own classes. There is no coverage for theft or physical loss or damage of equipment under this policy. You can also purchase liability coverage for equipment used when supervising certified divers.

## **If I apply on the website or fax my application, do I need to mail the original as well?**

No. Please do not mail a duplicate application. When duplicate applications are received it is possible that the credit card will be charged again when the second application is received.

## **How do I know when my coverage is effective?**

Your policy is effective on the date your completed application and correct premium payment is received by HUB International Barton Insurance and approved by the insurance company. A Certificate of Insurance will then be issued and mailed to you. PADI is automatically notified that you have purchased insurance.

## **Can I upgrade my status during the policy period?**

Yes. If you purchase Divemaster insurance and subsequently become an Instructor, or you purchased the Supervisory or Retired insurance and want to begin teaching again, you can upgrade by paying the difference in premium.

## **Is there a refund if I decide to cancel my policy?**

No. The premium for professional liability insurance is fully earned when you purchase the coverage. This means there is no refund. We recommend you keep your policy in force, even if you stop teaching, so that you are protected if a claim is made after you stop teaching.

## **My application was returned to me. Am I still covered?**

No. Coverage is not effective until the completed, signed application and correct premium are received by HUB International Barton Insurance and approved by the insurance company. The following are the most common reasons that applications are returned:

- Premium payment is incorrect or insufficient.
- Application is not signed on both pages.
- The application is not legible.
- PADI membership is not current.



## **HUB International Barton Insurance Brokers**

299 3rd Ave • Kamloops, BC V2C 3M4

Ph: +1 250-372-3155 • Toll Free: 1-800-661-6194 • Fax: +1 250-372-1962

Email: [bar-dive@hubinternational.com](mailto:bar-dive@hubinternational.com)

Website: [www.barton.ca/group/padi\\_home.htm](http://www.barton.ca/group/padi_home.htm)

