

Exclusive Coverage and Benefits Available through the PADI-endorsed Program

PADI-endorsed insurance offers additional coverage and benefits that are not generally included in other dive industry policies. Make sure you don't miss this value.

➤ Contingent Professional Liability

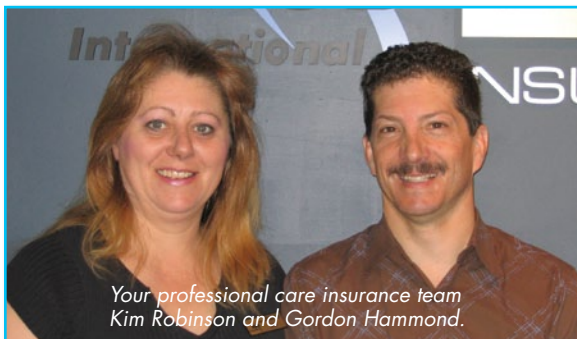
Most dive centre and resort policies typically exclude liability resulting from the teaching or supervision of divers, meaning your policy could face a gap in coverage if a suit for an unknown and unreported accident were filed after a dive professional's insurance policy has ended or otherwise became invalid. **Exclusive to the PADI-endorsed policy**, Contingent Professional Liability Coverage addresses this type of exposure covering the business and its owners, officers and directors.

➤ No Co-Insurance Penalties on Inventory Coverage

Co-insurance – an often overlooked, hidden clause in other policies – may reduce what the policy pays for an inventory loss. The PADI-endorsed policy does not have a co-insurance clause – nothing hidden in the fine print – ensuring you receive full reimbursement for your loss.

➤ Compressor Mechanical Breakdown at No Additional Cost

◆ Some policies include this coverage but at an additional premium. Compare the total bottom line.



Your professional care insurance team
Kim Robinson and Gordon Hammond.

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.

Optional Coverage

- Optional Store/Resort Group Instructional Policy (refer to FAQ and form #10265 for more details)
 - ◆ This provides professional liability insurance to all your PADI Pro Members as well as the store, for one very low price. The premium is based on the store's instructional and supervisory receipts, not the number of dive professionals insured, so adding new staff at any time is easy and cost-free.
- Travel Agent's Errors and Omission
 - ◆ Protects dive centres and resorts that book travel direct for customers
- Non-owned Auto Liability
- Damage to Your Building
- Dive Boat Insurance Policy
 - Custom-designed hull and liability program for Dive Boat Operations including:*
 - ◆ Worldwide coverage
 - ◆ Large vessel discounts
 - ◆ Additional insureds
 - ◆ Swimmers and snorkelers coverage available
 - ◆ Lay-up credit for up to 5 months
 - ◆ Crew coverage - optional
 - ◆ Applications available online

For additional details regarding optional coverage call HUB Barton or email bar-dive@hubinternational.com

Contact Us!

Find out why you should purchase PADI-endorsed insurance. To receive a quote customized to your business needs, simply complete the included application and fax to HUB International Barton Insurance Brokers at +1 250 372 1962, or apply online at barton.ca/group/padi_home.htm.

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 +1 250 372 1962
Email: bar-dive@hubinternational.com
www.barton.ca/group/padi_home.htm

PADI-endorsed

2010-2011

Dive Centre & Resort Insurance

for PADI Canada Members



What do you want when you buy dive business insurance?

Stability and consistency with 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



You Want PADI-endorsed Dive Centre & Resort Insurance

You deserve the most insurance protection and the best security you can find – at the most economical price.

Dive retailers and resort operators who already carry PADI-endorsed Dive Centre and Resort Insurance know their policy offers broad coverage at competitive rates with:

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

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, Mexico
- Assistance is only a phone call away

Your business assets and the money you must spend to protect them are more important than ever. With the PADI-endorsed Dive Center and Resort Insurance you can expect stability, consistency, ease of renewal and value for your protection and peace of mind.

Policy Features and Benefits

Liability Coverage

SLIPS & FALLS, AIR FILLS, REPAIRS, PRODUCTS SOLD & RENTED	Coverage for claims of slips and falls, contaminated air, defective rental equipment or customer repairs, as well as claims for the sale of defective products.
PROFESSIONAL LIABILITY ¹	Contingent Professional Included <i>Exclusively offered by the PADI-endorsed policy</i>
ACCIDENTS ON PREMISES, INCLUDING ON-SITE POOL	Included
SPONSORED DIVE TRIPS & SPONSORED CLUB LIABILITY	Included
OFFSITE LIABILITY PROTECTION	Coverage extends beyond store premises No restriction as to "designated premises"
NON-MOTORIZED WATERCRAFT (UP TO 20 FT)	Included
DEDUCTIBLE	No deductible
LIABILITY DEFENSE TERRITORY EXCLUSIONS	None. Except where USA law restricts business activities of USA companies.

Property coverage

BUSINESS PERSONAL PROPERTY INCLUDING INVENTORY	Included up to the policy limit
COMPRESSOR MECHANICAL BREAKDOWN COVERAGE	Included at no charge \$2500 deductible
LOSS OF BUSINESS INCOME	<i>Your loss of business income is covered up to the policy limit to help offset ongoing expenses – payroll, payment to manufacturers – in the event of a temporary closure due to a covered loss such as a fire.</i>
RENTAL EQUIPMENT OFF PREMISES	Included up to \$5000
DAMAGE TO PREMISES RENTED TO YOU	Fire damage to your rented building included – also includes explosions and water damage.
BURGLARY COVERAGE	100% of contents \$1000 deductible
CUSTOMER EQUIPMENT IN FOR REPAIR	Included
EQUIPMENT/ PERSONAL PROPERTY IN TRANSIT	Included up to \$5000
DEDUCTIBLE	Property: \$1000
CO-INSURANCE	None <i>The PADI-endorsed policy does not have a co-insurance penalty for underinsurance.</i>

All premium and policy limits are shown in Canadian dollars.

800 661 6194 or +1 250 372 3155

¹Subject to the terms and conditions of the Contingent Professional Liability Endorsement.

www.barton.ca/group/padi_home.htm

2010-2011 DIVE CENTRE & RESORT INSURANCE APPLICATION



**Exclusively for
PADI Canada IRRA Members**

POLICY PERIOD

12:01 a.m. June 30, 2010
through 12:01 a.m. June 30, 2011

IMPORTANT: To maintain continuous coverage – coverage from June 30, 2010 – completed renewal applications with proper payment must be received at HUB International Barton Insurance by June 30, 2010. 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 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.

This 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.

PLEASE PRINT PADI Dive Centre/Resort No. _____

Legal Business Name _____

Mailing Address _____

City _____ State/Province _____

Country _____ Postal/Zip Code _____

Physical Address _____

Phone No. (_____) _____ Fax (_____) _____

Email _____ Website _____

If you FAX your application to HUB International Barton Insurance +1 250 372 1962 — please DO NOT mail a duplicate application.

FAX services available 24 hours a day. Be sure to retain your fax confirmation.

To ensure you receive a professional quote on a program designed specifically to meet your business needs, please complete the questions on page 2 and 3 of this application. If you have any questions about how to complete the application, please call HUB International Barton Insurance at 800 661 6194 or +1 250 372 3155.

Someone will be happy to walk you through the application process.

Please continue on page 2 of this application.

CHECK LIST

- Ensure correct name and address are on the application. Please include phone and fax number.
- List Additional Insureds on page 3.
- List all dive professionals for the Store/Resort Instructional Policy on the form provided (#10265).
- Include Form 300DT for each dive professional insured under the group policy.
- Read and sign Statement of Understanding on page 3.
- Mail or fax (do not mail a duplicate if faxed) to Barton Insurance.

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

ADDITIONAL INSURED

NO CHARGE WITH INITIAL APPLICATION

(Added later – \$10 each)

- As per existing policy if renewing
- New list of additional insureds (*use page 3 or separate sheet*)

PREMIUM PAYMENT

Upon receipt and review of the complete application, HUB International Barton Insurance Brokers will provide you with a total premium for your approval before coverage is placed. Upon your acceptance of the policy and premium, credit card information can be provided to HUB Barton, or a cheque/money order mailed.

Cancellation Notice: This contract may be terminated by the insurer giving to the insured 15 days notice of termination by registered mail

**Please submit a separate check or money order for each premium payment
(Dive Boat, Dive Centre or Professional Liability).**

Premium and Policy Limits are Shown in Canadian Dollars

GENERAL LIABILITY INFORMATION – PLEASE PRINT CLEARLY, complete this form for each Multiple Location.

Estimated 12 Months gross receipts: \$ _____ This should include all activities from your dive-related business EXCEPT instructional/supervision and travel receipts.

Do you have a pool on premises? Yes No If yes, is it used for non-diving activities? Yes No – If yes, contact HUB International Barton Insurance for a supplemental form.

Do you conduct recreational or business activities, other than diving, at your facility? (please check below)

- Cylinder hydrostatic testing
- Other equipment sales, please explain _____
- Other equipment repairs, please explain _____
- Other equipment rentals, please explain _____
- Other business activity, please explain _____

PROPERTY INFORMATION

Building Construction: Wood Frame Masonry Concrete **Do you have a Central Station Burglar Alarm?** Yes No
Distance from Ocean _____ (Burglary coverage is afforded only when an operational alarm is in place.)

Please indicate the amount of insurance required for each category below. The amount should include the replacement value for items such as store displays, fixtures, computers, furniture, equipment and tools (including rental equipment), property of others (employee scuba equipment stored on premises, customer repair equipment, etc.) and tenant improvements. Inventory value should be reported at your cost. PADI Members with multiple locations should complete this section for each location (see page 3).

Furniture, fixtures and equipment	\$ _____	Do you own the building? <input type="checkbox"/> Yes <input type="checkbox"/> No
Property owned off premises, including compressors	\$ _____	If yes, what is the replacement value? \$ _____
Inventory/Stock	\$ _____	What is the square footage of your building? _____
Property of others	\$ _____	Year building was constructed? _____
Tenant improvements	\$ _____	
Signs	\$ _____	
Other (please specify)	\$ _____	
TOTAL	\$ _____	Your premium is based on the total property value. This will be the full amount of coverage under the policy.

CLAIMS INFORMATION

Have you had any store property (fire, burglary, theft, etc.) or liability (slip & fall, other in-store liability) claims in the past five (5) years?

Yes No If yes, please list the date of the claim, the amount paid and any amounts outstanding. _____

Previous insurance company _____

OPTIONAL COVERAGES

- Non-owned Auto Liability – \$100,000 limit; \$1,000,000 limit
- Travel Agents E&O Estimated 12 Months Gross Receipts for travel: \$ _____
- Additional Loss of Business Income \$ _____ (\$40,000 automatically quoted)
- Lake, quarry or pond – Please contact V&B for a supplemental form.

Store/Resort Instructional Policy

PADI Dive Centres and Resorts are able to secure professional liability insurance for the dive professionals who provide professional services for the store at reduced prices. Discount rates are computed according to the gross receipts for instructional and supervisory activities.

Estimated 12 Months Gross Receipts for instructional/supervisory/EFR revenue: \$ _____

Number of Instructors* _____ Divemasters/Assistant Instructors* _____

*Please complete form number 10265 and have each dive professional complete form number 300DT.

STATEMENT OF UNDERSTANDING

Please Read and Sign

We (I) know and acknowledge that this policy does not provide any insurance coverage or defense for snow-ski rentals or snow-ski binding adjustments. No coverage is provided for firearms (this exclusion does not include spearguns). No coverage is provided under this policy for any professional liability except under the terms of the Contingent Professional Liability coverage. Professional Liability includes, but is not limited to, instruction of scuba diving and snorkeling or other forms of aquatic activity. The policy defines these and other exclusions as they apply. Burglary Coverage is afforded only with a Central Station Alarm (Policy Warranty). This policy does not provide coverage for Workers Compensation or employer's liability.

Date _____

Signed _____ Position _____

Additional Insureds

1. Employees are automatically covered under your store or resort operator's policy (does not include Professional Liability).
2. Divemasters and instructors may not be added as additional insureds.
3. Owners, officers and directors of your business are automatically covered under your policy and need not be added as additional insureds (does not include Professional Liability).
4. Additional names and addresses may be written on plain paper and attached to this application.

PLEASE PRINT CLEARLY

Name _____

Name _____

Address _____

Address _____

City/State or Province _____

City/State or Province _____

Zip or Postal Code/Country _____

Zip or Postal Code/Country _____

Business Relationship _____

Business Relationship _____

Name _____

Name _____

Address _____

Address _____

City/State or Province _____

City/State or Province _____

Zip or Postal Code/Country _____

Zip or Postal Code/Country _____

Business Relationship _____

Business Relationship _____

Multiple Locations

*** PADI Members with multiple locations may apply for a single policy to cover all locations. Under the multi-store policy, the single liability limit and policy aggregate is shared by all locations.**

If you have more than one facility and are submitting one application for multiple locations, complete page 2 for each location and complete the following: How many locations do you have? _____ Provide the address of each location and PADI IRRA Member number (*attach a separate sheet if necessary*).

IRRA Member Number _____

IRRA Member 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 _____

Dive Charter Boat and Individual Professional Liability Insurance are also available.

If you are not a current PADI Dive Centre or Resort Member, please contact the PADI International Resort and Retailer Associations Department at your PADI Office for applications.

Frequently Asked Questions

What is meant by the Store/Resort Instructional Policy option?

Stores and resorts can choose to purchase professional liability insurance for staff members at a reduced rate. The policy limit under this option is \$1,000,000 (\$2,000,000 annual aggregate) per incident, for the store/resort and all professional staff members, regardless of the number of instructors/divemasters insured and/or involved in a claim. The coverage for the store and individuals is subject to all Exclusions and Conditions of the professional liability policy.

Does this policy cover “Tec Rec” services provided by the dive store/resort?

Yes. Coverage includes: equipment sales, rentals, repair and gas fills.

What is “co-insurance”?

“Co-insurance” refers to an often-overlooked requirement of store contents insurance coverage. A co-insurance requirement means that the insurance company stipulates that the retailer insures a given percentage of his store inventory value (usually 80%). If the retailer insures for less than the co-insurance requirement, then reimbursement for a loss will be decreased, even if the loss is less than the value insured. For example, suppose your inventory is \$100,000 and your policy has an 80% co-insurance requirement. In this case, you must insure at least \$80,000 of your inventory. If you insured only \$50,000, for example, you would be paid only five-eighths (\$50,000 divided by \$80,000) of any claim in the event of a loss. For a \$10,000 loss, you would only be reimbursed \$6250, even though you insured \$50,000 of your inventory.

When an insurance company includes a co-insurance clause, it can reduce what it pays for a loss. Unfortunately, many retailers overlook co-insurance clauses, which are typically “hidden” in the fine print, and may not be understood until it’s too late. (The PADI-endorsed policy does not have a co-insurance clause.)

How does the Business Income coverage work?

A Business Income loss is lost net income resulting from a direct loss from a covered peril, such as a fire or windstorm. A Business Income loss is not covered unless it is directly caused by covered damages to the insured property.

For example,* if the building suffers a fire (covered peril) and the business is unable to open for a period of time, the Business Income coverage will respond. However, if the building damage is due to earthquake (or flood/wave action), which is not a covered peril under this policy, the Business Income coverage will not respond. Also, Business Income losses must be proven by your financial records in order to verify your loss.

What is “Business Income From Dependant Property” coverage?

If income is received from property you do not occupy, such as a hotel/resort, and that property is damaged by a peril covered in your policy, you are covered up to \$5,000 for loss of Business Income from that “dependant” property.

** Subject to policy terms and conditions.*

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Premium and Policy Limits are
Shown in Canadian Dollars



HUB International Barton Insurance Brokers

299 3rd Ave • Kamloops, BC V2C 3M4

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

Email: bar-dive@hubinternational.com • Website: www.barton.ca/group/padi_home.htm

EXCLUSIONS

READ CAREFULLY BEFORE SIGNING PAGE 1

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 (RSTC) standards. This exclusion does not apply to confined water-only experiences being conducted by properly certified divemasters, assistant instructors and instructors.

2010-2011 PROFESSIONAL LIABILITY Dive Centre/Resort Instructional Policy Exclusively for PADI Canada Members

POLICY PERIOD
12:01 a.m. June 30, 2010
through 12:01 a.m. June 30, 2011

IMPORTANT: To maintain continuous coverage – coverage from June 30, 2010 – applications with proper payment must be received at Barton Insurance by **June 30, 2010. 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 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.

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PADI No. _____

Name _____
First Initial Last

Mailing Address _____

City _____ State/Province _____

Country _____ Postal/Zip Code _____

Email _____

Phone No. (_____) _____ Fax (_____) _____

Select Level of Coverage

- Instructor
- Divemaster
- Assistant Instructor
- Non-teaching/Supervising Instructor †
- Divemaster/Assistant Instructor **Assisting Only****
- with TecRec Endorsement* for selection above**
- Retired (inactive) Instructor

* Submit proof of professional technical diving certification.

** 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.

Sign Here

I hereby declare that I have read, understand and accept the Exclusions on reverse.
 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 store/resort's teaching and supervisory activities.

 Dive Store/Resort Name

 IRRA Member 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

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

OR

2

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

READ CAREFULLY BEFORE SIGNING PAGE 1

EXCLUSIONS

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

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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.

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HUB International Barton Insurance Brokers

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