

# 2011-2012 RENEWAL APPLICATION

## PROFESSIONAL LIABILITY INSURANCE

### Exclusively for PADI Canada Members

**POLICY PERIOD**  
 12:01 a.m. June 30, 2011  
 through 12:01 a.m. June 30, 2012

**IMPORTANT:** To maintain continuous coverage – coverage from June 30, 2011 – completed renewal applications with proper payment must be received at HUB International Barton Insurance by **June 30, 2011. 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.

Email \_\_\_\_\_

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

# Simply - the Best

- Select coverage option and payment details
- List Additional Insureds
- Sign Box A

Renew **TODAY** to avoid a gap in coverage.

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

- |   |           |
|---|-----------|
| <input type="checkbox"/> \$313 Instructor   | _____     |
| <input type="checkbox"/> 205 Divemaster, Assistant Instructor or Non-teaching/ Supervising Instructor †                 | _____     |
| <input type="checkbox"/> 142 Divemaster/Assistant Instructor <b>Assisting Only*</b>                                     | _____     |
| <input type="checkbox"/> n/c <b>TecRec Endorsement for selection above**</b>  | n/c _____ |
| <input type="checkbox"/> 205 Retired (inactive) Instructor  | _____     |
| <input type="checkbox"/> 249 <b>Optional Equipment Liability Coverage</b>   | _____     |
| <input type="checkbox"/> Excess Liability: \$220=\$1,000,000; \$295=\$2,000,000<br>\$370=\$3,000,000; \$445=\$4,000,000 | _____     |
| <b>TOTAL PREMIUMS \$</b>  | _____     |
| <b>Tax, if applicable: Ontario 8%</b>   | _____     |
| <b>TOTAL \$</b>   | _____     |

### Additional Costs

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

### Payment Options

**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 \_\_\_\_\_

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

**Premium Fully Earned** means there is no refund if you cancel your insurance.

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

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

\*\* Submit proof of professional technical diving certification.



# EXCLUSIONS

## READ CAREFULLY BEFORE SIGNING APPLICATION BOX A

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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 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 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.

# 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**

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

