



UNDERWATER PROFESSIONAL LIABILITY INSURANCE

“This is an OCCURENCE application form”

Policy Period is from Certificate Effective Date through JUNE 30, 2010



OUR PROFESSIONALISM AND SAFE RECORD CONTINUE TO ALLOW US TO OFFER THE BEST PROFESSIONAL LIABILITY INSURANCE AT THE LOWEST COST.

- Membership in International SCUBA Risk Purchasing Alliance (ISRPA) risk purchasing group is FREE and included with approval of application.
- Exclusively for Members - Prior acts are covered from July 2006 to the present if you've maintained continuous “**Occurrence**” Insurance.
- Worldwide coverage and defense - with special rates for “International” instructors (defined below).
- If a claim occurs, a successful, professional defense team stands with you.

Summary of Coverage

- ****Limit: US \$1,000,000 each claim
US \$2,000,000 annual aggregate
Plus Cost/Expenses up to a Maximum
Limit of USD \$1,000,000**
- Liability coverage provided for Dive Professionals who are members in good standing with certifying agency (ies). Covers liability arising from the insureds teaching or supervising of recreational diving related activities as sanctioned by their certifying agency (ies).
- Worldwide coverage and defense except where excluded by local law.
- Special rates for "International" Instructors.
- Pays for legally incurred damages and settlements, up to policy limit, plus \$1,000,000 defense costs.

Supervisory/Sustaining Instructor*

Low-cost liability coverage is available for instructors who are not teaching but do wish to assist another insured instructor with classes. This coverage also covers non-training supervisory activities with certified divers.

Retirement Protection*

Liability coverage for Retired Instructors is available for a modest premium charge. This coverage is for instructors who are no longer teaching, but need prior acts coverage. An insured, retired Instructor receives full indemnification and defense cost benefits.

* **No coverage** will be afforded for any **Retired Instructor** who participates in any dive activity or **Sustaining Instructor** who teaches any form of scuba diving during the policy period. Instructors who intend to teach diving must obtain the regular Instructor policy.

International Instructors*

Reduced rates for Instructors who are non-U.S. citizens or Instructors who teach non-U.S. citizens only. **Not available in the U.S., the Caribbean or for instructors that teach U. S. citizens.**

Coverage - To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages due to bodily injury or property damage arising out of an event, that results from an act, error or omission of the insured.

Defense - The company shall defend any suit brought against the insured alleging bodily injury and/or property damage which is payable under the terms of the policy, even if any of the allegations of the suit are groundless, false or fraudulent.

Insured - Means that the following is an insured under the policy to the extent described:

- (1) The Named Insured shall be the Association stated in the declaration of the policy.
- (2) The Named Insured shall be an insured to which a certificate of insurance has been issued under this policy.
- (3) Any Additional Insured named by endorsement to the certificate for their liability for the acts, error or omission of the certificate holder.

Policy Period - Means with respect to the Association and/or Certification Agency, the 12 months following the effective date and hour shown on the declaration page. With respect to the Certificate Holder, the period of time beginning on the effective date and hour on the certificate and ending with the same expiration date as for the Association/Cert. Agency.

Additional Insureds

It is understood and agreed that Additional Insured coverage is included for any certification agency, the universal referral program and its participating agencies, retail dive facility (including owners and partners), dive vessel, educational institution, marina, government entity, municipality, swimming pool facility, landlord, property owner, dive resort, hotel or motel from which the named insured operates. This Additional Insured protection is strictly limited in scope to apply only to liability arising vicariously out of the regular operations of the original named insured.

Please note the fact that this brochure is designed to provide you with a generalized outline regarding the policy. All specifics as to Issues of Coverage are to be provided by the policy only. This Insurance is not provided by any certification agency and this brochure has been sent to you on behalf of the Insurance carrier. Coverage is only determined by the actual policy, not by any representations or information in this application. Copies of the policy are available upon request.

INSURANCE QUESTIONS?

Contact **John Witherspoon, IV**
INTL SCUBA RISK PURCHASING ALLIANCE

Optional Equipment – Limited to 10 Sets; **No Rental**, for class use only. Must have annual maintenance.

Policy Territory - “Policy territory” means anywhere in the world.

Notice of Cancellation – For non-payment of premium, a 10-day written notice is required. Thirty days written notice is required for all other reasons.

Notice of Claim, Suit, or Incident - The insured is required to give written notice of any accident, act, error, or omission, which might lead to a claim **IMMEDIATELY**, described by standards. Report it to Witherspoon & Associates, Inc. before anyone else.

Discovery Period - The insurance applies to claims first made against the insured, during the policy period.

Note: You are insured when this completed, signed application with correct payment is received and approved by the agent. You will receive a Certificate of Insurance.

Witherspoon & Associates

709 Black Horse Parkway
Franklin, TN 37069

PHONE

(615) 599-0334
(866) 577-3483

FAX

(615) 468-4777
(866) 847-7059

**application also at www.scubains.com
under Applications, ISRPA link**