



UNDERWATER PROFESSIONAL LIABILITY INSURANCE

“This is an OCCURENCE application form”

Policy Period is from Egt vll ecvg' Ghge vkg' F cvg' vj t qwi j 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) 869-7059

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

2009-2010 UNDERWATER PROFESSIONAL LIABILITY INSURANCE APPLICATION

Policy Period is from 12:01 a.m. JULY 1, 2009 to 12:01 a.m. JULY 1, 2010

“THIS IS AN OCCURENCE APPLICATION FORM”

1. **READ ALL INFORMATION CAREFULLY.**
2. You notify your Cert. Agencies by sending copy of certificate
3. Coverage begins when the signed application and correct payment are received and approved by agent.

PLEASE **Type or Print Clearly**

IMPORTANT: USE ENGLISH CHARACTERS ON THIS APPLICATION.

New [] Renewal [] **DO NOT ABBREVIATE STREET OR CITY NAMES. INCLUDE STATE & ZIP.**

Name _____ Hm. Ph. #(____) _____ - _____ Wk. Ph. #(____) _____ - _____

Street Address _____ E-mail _____ Cert. Agency _____

City _____ State _____ Zip _____ Cert. Agency # _____

Date Certified _____ **Are you independent** Yes _____ No _____ **Store you work with** _____

* PREMIUMS INCLUDE LIABILITY LIMIT: US \$1,000,000/\$2,000,000 aggregate + Cost/Exp Max US \$1,000,000

PREMIUMS ARE FULLY EARNED – NO REFUNDS

The following rates include: premium, taxes & tax filing fees
(PLEASE MARK ONE)

FOR NEWLY CERTIFIED MEMBERS ONLY

	Annual Premium JUNE 30, 2009	On or After Oct 1, 2009	On or After Jan 1, 2010	On or After Apr 1, 2010
___ Instructor	\$515.70	\$395.53	\$291.39	\$161.21
___ Technical Instructor	\$515.70	\$395.53	\$291.39	\$161.21
___ Assistant Instructor	\$302.50	\$235.63	\$174.13	\$ 97.25
___ Divemaster ___ Dive Con (check one)	\$302.50	\$235.63	\$174.13	\$ 97.25
___ Sustaining Instructor	\$302.50	\$235.63	\$174.13	\$ 97.25
___ Assisting or Training Only – I, AI ,DM	\$174.38	\$139.53	\$103.66	\$ 58.81
___ International Instructor	\$302.50	\$235.63	\$174.13	\$ 97.25
___ Swim Instructor	\$302.50	\$235.63	\$174.13	\$ 97.25
___ Optional Equipment (ADD) Limit 10 Sets	\$200.00	\$158.75	\$117.75	\$ 66.50
___ Retired Instructor (No Pro Rate)	\$115.00			

*Call for info on Scuba Rangers Leader **TOTAL DUE: \$** _____ (PAY THIS AMOUNT)

Read carefully before signing below and next of page: I hereby declare that I have read, understand and accept the conditions and limitations on this form. **By typing my name I affirm that this is my signature.**

_____/____/____

Signature of Applicant

Date

Make check or money order payable to ISRPA (International Scuba Risk Purchasing Alliance) care of Witherspoon & Assoc. in US Funds only, or use **Master Card** or **Visa**. Due to expensive bank clearing costs, applications from outside the U. S. are to submit funds by International Postal Money Order or check drawn on U.S. bank.

Card Number _____ Expiration Date ____/____ (3 digits on back of CC) _____

Print Card Holder Name _____ Street City,St.Zip _____

Card Holder Signature _____ By typing my name I affirm that this is my signature.

YOU CAN NOW PAY WITH A ONE TIME DRAFT ON YOUR CHECKING ACCOUNT

When paying by personal check, you authorize Witherspoon & Assoc. to make a one-time electronic debit from your account associated with the check in the amount of your payment. If the check is returned unpaid, your account will debited the maximum state allowable return fee in addition to the original amount. Please contact us if you have any questions.

Name on Check _____ Account # _____ Routing # _____ (9 Digit #)

Authorization Signature _____ By typing my name I affirm that this is my signature.

READ CAREFULLY BEFORE SIGNING THIS APPLICATION

Warranties - Conditions and Limitations of Coverage

The named organization, certificate holder or any additional insured warrants compliance with the following agreements:

A. (1) During open water instruction and/or tests, no instructor shall knowingly permit any uncertified student to leave the immediate area without supervision and attendance of an instructor or a certified asst.

(2) On the first 3 scuba dives for entry certification, the students are to be under direct supervision of the instructor for all underwater skill evaluations. On the first four scuba dives for entry level certification, the instructor may conduct the navigation exercise under the indirect supervision, provided all required skill evaluations have been completed.

(3) Advanced Training and/or Training dives shall be planned within accepted recreational diving limits. For the purpose of this warranty, recreational training dives are defined as dives:

Planned to 130' / 40 meters or shallower

Planned w/o mandatory stage decompression (safety stops acceptable) Made using compressed air or oxygen enriched air (Nitrox)

** For technical training dives - If the INSURED MEMBER is a technically certified professional the above paragraph – A 3 will not apply. Technical dives may be conducted to depths for which you are trained and certified to teach and or supervise.

B. During open water instruction and/or tests, no instructor, certified asst or DM shall leave or permit any uncertified student to be unattended.

C. The instructor shall require each student to complete and sign a medical history form and their certification agencies written waiver and release agreement, at the beginning of training. If the medical history form **or the appearance of the student** indicates any condition contrary to safe participation in diving activities, the student shall be required to obtain medical approval by a licensed

physician based on a medical examination prior to any further water training. The medical history form and waiver of minors are signed by parent(s) and/or legal guardian(s).

D. No instructor shall provide instruction to a minor without first having secured a release signed by parent(s) and/or legal guardian(s) and no scuba instruction shall be given to anyone under the age of 10, except courses which are taught in confined water only (e.g. swimming pools) may be offered to anyone age 8 and older.

E. In no event will medical approval be accepted wherein the physician signing the certificate is the student.

F. Records used for the purpose of evaluating the student's progress shall be maintained by the instructor.

G. Records of knowledge tests for the purpose of evaluating the student's understanding of the instructional material shall be maintained by the instructor.

H. All records relating to individual students shall be retained for a minimum of five (5) years by the instructors.

** It is agreed that failure of a certificate holder to conform to the foregoing warranties shall result in the certificate issued to that holder, being considered null and void as a breach of warranty and the Underwriters agree to remit the unearned premium upon demand.

For full policy wording and exclusions, see POLICY WORDING @ www.scubains.com

DISCLAIMER

This app is used to determine acceptability for ins. coverage only and does not represent the entire agreement between applicant and the company. The company's ins. policy embodies the entire agreement, and contains additional exclusions, conditions and warranties. That policy, representing the entire agreement, will be attached to your certificate.

SPECIAL IMPORTANT NOTICE

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

Sign if you have
**NO KNOWLEDGE
OF PRIOR
ACCIDENTS**

I have no knowledge of any incident, accident, occurrence, act, error or omission which might lead to a legal action or claim for my instruction/supervision. By typing my name I affirm that this is my signature.

1. X _____ Date ____/____/____
(signature)

Complete and sign
**IF YOU HAVE
KNOWLEDGE
OF PRIOR
ACCIDENTS**

I have knowledge of an incident, accident, occurrence, act, error or omission which might lead to a legal action or claim for my instruction/supervision.

Name or person injured _____

Date of accident ____/____/____ Location _____

Accident report filed? ___no ___yes Date filed? ____/____/____

With? _____. If the report was not filed with IDIG, enclose a copy.

Additional information to help identify the incident or claim.

2. X _____ Date ____/____/____
(signature) By typing my name I affirm that this is my signature.

Insurance Coverage is only provided if the Insurance Co. is put on notice of a possible claim ASAP.
INTERNATIONAL SCUBA RISK PURCHASING ALLIANCE – brought to you by WITHERSPOON & ASSOCIATES

709 Black Horse Parkway Frankin, TN 37069 Phone: (866) 577-3483 Fax: (866)847-7059

ADDITIONAL INSURED(S):

Name _____
Address _____
City, St, Zip _____
Relationship _____

Name _____
Address _____
City, St, Zip _____
Relationship _____

Name _____
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