



(970) 407-9800 • (800) 467-7282 • Fax (970) 472-0904

P.O. Box 455 Fort Collins, CO 80522

2010-2011 PROFESSIONAL LIABILITY INFORMATION BROCHURE AND OCCURRENCE FORM DISCLOSURE

CARRIER AGENT

U.S., A.M. Best- Superior Rated, Non-admitted
International Recreational Entities Association, a qualified Risk Purchasing Association.
Carol Christini
INSURANCE MANAGEMENT SERVICES, INC.
P.O. Box 455 Fort Collins, CO 80522
(970) 407-9800 or (800) 467-7282 Fax (970) 472-0904

LIMITS OF LIABILITY

\$1,000,000 any one person, any one incident or occurrence combined single limits. \$2,000,000 annual aggregate. Defense is in addition to policy limits.

COVERAGES

The policy provides coverage for underwater professional liability for training in, orientation to, and supervision of swimming, snorkeling, and scuba diving or other activities related thereto, for acts, error or omission.

POLICY PERIOD

The inception date of this policy is June 30, 2010 or subsequent date coverage is bound and the expiration date is 1 year from inception.

POLICY FORM

CLAIMS MADE POLICY -- You are purchasing a claims-made policy for Scuba Professional Liability. The claims-made policy applies to professional liability arising out of orientation, instruction, and supervision, only if the claim is first received by Insurance Management Services Inc. during the policy period.

RETROACTIVE DATE

The retroactive date shall be June 30, 2007 or first date of "Continuous Coverage" thereafter. Coverage is excluded for any claim which has been reported to another carrier or for any incident or circumstance that the insured is aware of the inception date of this policy, June 30, 2010. If you are aware of any incident, it should be reported to your previous carrier during the extended reporting period.

ELIGIBILITY

Current professional within the United States and U.S. territories possessions.

POLICY SUMMARY

This disclosure is an outline of coverage and a summary of the policy. The policy should be consulted to determine governing contractual provisions.

WARRANTIES

The warranties are listed on the insurance application.

TERRITORY AND DEFENSE

This policy provides Worldwide Coverage.

PAYMENT PROBLEMS

Credit Cards which are disputed without validity will be charged a \$40.00 service fee. Coverage will be voided for lack of consideration if there is no immediate resolution of declined or disputed credit card.

INSURED DUTIES

In the event of an occurrence, claim or suit, you must notify Insurance Management Services, Inc. in writing of any occurrence which may result in a claim.

Such notice shall include:

1. How, when, and where the occurrence took place; and
2. The names and addresses of any injured person(s) and witness(es).

EXCLUSIONS

- Any dishonest, fraudulent, criminal, or malicious act or omission of the insured.
- The assumption of the liability in a contract agreement.
- The performance of a criminal act or caused by a person while under the influence of intoxicants or narcotics.
- For liability arising from the acts other than those that have been approved and sanctioned for aquatic organizational instruction, orientation or supervision.
- To “bodily injury” or “property damage,” resulting from the use, supplying, rental, or sale of any equipment including but not limited to regulators, gauges, compressed air, buoyancy, compensation devices, air cylinders, dive tables, or decompression computers.
- Any civil, criminal or administrative fines or penalties levied against an insured or anyone working on behalf of the insured.
- Any claim or indemnification for punitive or exemplary damages.
- “Damages” arising out of an act, error, or omission:
 1. Disclosed in your application of insurance or any accompanying documents provided to us; or
 2. You had knowledge of or information on, prior to the first inception date of continuous claims made coverage with us, and which may result in a claim.
- For liability arising out of any commercial or industrial activities, including but not limited to welding, construction, salvage, repair, maintenance, inspection or fishing activities.
- For any claim arising out of or resulting from sexual abuse or harassment or licentious, immoral or sexual behavior, whether or not such act is intended to, or culminate in any sexual act, whether caused by, at the instigation of, at the direction of, or as a result of any act or omission by the insureds, his/her employees, patrons or from any causes whatsoever.
- Other exclusions as per policy wording.

OPTIONAL COVERAGE

TECHNICAL COVERAGE

Technical coverage can be extended to provide coverage for training programs that exceed traditional program parameters. Recreational technical diving is that which is not commercial and automatically specifies the category for diving instruction under any of the following conditions:

- Depth to 300 fsw
- Breathing Gas: EAN of 40 percent oxygen or more, or any other non-air mix.
- Planned Decompression

This coverage applies only to teaching and supervision of recreation technical diving that complies with Standards & Policies. This coverage is an extension to the primary Instructor Liability and cannot be purchased on its own.

- Restrictions: Coverage is available only to Active Status Technical Instructors and Qualified DiveMasters or Assistant Instructors

OPTIONAL EQUIPMENT LIABILITY PACKAGE

Professional Underwater Liability Insurance does not cover liability arising from equipment used in conducting scuba classes (except for the instructor’s personal back-up equipment in the event it is provided to students as a substitute for facility provided equipment that is lost or has malfunctioned.) Normally, instructors are protected from equipment liability by the insurance carried by the facility (Dive Store, Resort, Boat Operator) providing the class equipment.

An instructor who owns and provides his own equipment for classes requires additional equipment liability protection

- Restrictions: Applies only to owned equipment, used in instructor’s own classes and under instructor’s supervision for additional listed fee. No bare rentals.

ANNUAL PREMIUM INSTALLMENTS

INSURANCE LEVELS: \$533 INSTRUCTOR
\$533 INSTRUCTOR IN TRAINING
\$356 DIVEMASTER
\$356 DIVEMASTER IN TRAINING
\$231 ASSISTING ONLY
\$356 SWIM INSTRUCTOR
\$365 SCUBA RANGER
\$231 RETIRED
\$231 TAIL COVERAGE
\$359 EQUIPMENT LIABILITY
N/C TECHNICAL ENDORSEMENT

Cost includes Premium, E & S Taxes, and Association Fees.