



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

P.O. Box 455 Fort Collins, CO 80522

2009-2011 BUSINESS GROUP PROFESSIONAL LIABILITY INFORMATION BROCHURE AND CLAIMS MADE DISCLOSURE

CARRIER AGENT

U.S., A.M., Best-Excellent rated, a Non-admitted Carrier
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 1-800-467-7282 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 your staff and exclusive subcontracted staff 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

Dive businesses that carry general liability insurance within the united states and U.S. territories or 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 Divecons/Divemasters or Assistant Instructors

ANNUAL PREMIUM INSTALLMENTS

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

**To Help Us Calculate the annual premium use the two formulas below:
Quote Provided Within 48 Hours.**

# Income	Program	# of Certifications	Program
> \$25,000	I	> 125	I
\$25,001 to \$50,000	H	125-250	H
\$50,001 to \$100,000	G	250-500	G
\$100,001 to \$150,000	F	500-600	F
\$150,001 to \$200,000	E	600-1000	E
\$200,001 to \$250,000	D	1000-1250	D
\$250,001 to \$350,000	C	1250-1750	C
\$350,001 to \$500,000	B	1750-2500	B
Above \$500,000	A	2500 +	A

Enter amount of Gross Water Receipts: \$ _____

Program from above: _____

Enter amount of Certifications: _____

Program from above: _____

Higher Program: _____

(this is the premium category to choose on the application.)

Enter amount of Gross Water Receipts: \$ _____ 127,000 _____

****Example****:

Program from above: _____ F _____

Enter amount of Certifications: _____ 635 _____

Program from above: _____ E _____

Higher Program: _____ E _____

(this is the premium category to choose on the application.)

2010-2011 BUSINESS GROUP PROFESSIONAL LIABILITY APPLICATION

BUSINESS NAME _____	DBA _____
ADDRESS _____	
CITY _____	STATE _____ ZIP _____
BUSINESS PHONE# _____	FAX# _____
EMAIL _____	ASSOC. BUSINESS MEMBER # _____
ANNUAL WATER ACTIVITY RECEIPTS: \$ _____	ANNUAL # OF COURSES: _____

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WARRANTIES FOR TRAINING: (READ CAREFULLY BEFORE COMPLETING APPLICATION)

2 *Notwithstanding anything to the contrary contained herein, in consideration of the coverage provided, in addition to the premium charged, it is agreed that the insured warrants the acts and activities, insured herein, shall conform with the following agreements for dive training, it is agreed that failure to conform to the foregoing warranties shall cause this policy to be considered null and void at the breach of warranty and the underwriter agrees to remit the unearned premium upon demand.*

- During Entry Level instruction and or test, no insured as defined shall leave or permit any uncertified student to leave the immediate area without direct or indirect supervision of an instructor, divecon, divemaster, or assistant instructor.
 - a. **On the first scuba dive** for entry level training, students are to be under the direct supervision of the instructor for all underwater skill work and evaluations.
 - b. **On the second and subsequent dives** for entry level training, providing all required skill work and evaluations have been completed, the instructor may conduct diving exercises while students are under direct supervision of an instructor, divecon, divemaster, or assistant instructor.
- **Entry Level Training, Advanced Training, and Supervised dives** shall be planned within accepted recreational limits.
 - a. planned to 130 feet/40 meters or shallower
 - b. planned without mandatory stage decompression (safety stops are acceptable)
 - c. made using compressed air or oxygen enriched air (nitrox) only
- **Training and Supervised Technical Dives** shall be planned with the following limitations:
 - a. Planned to 300 fsw / 92 meters or shallower
 - b. Made using compressed air, enriched oxygen or trimix only.
- **The instructor shall require each student to complete a MEDICAL HISTORY FORM, WAIVER, AND AN EXPRESS ASSUMPTION OF RISK** at the beginning of orientation or training. If the medical history form 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 open water training. The medical history forms and waivers of minors are to be signed by parent(s) and/or legal guardian(s). **In no event will medical approval** be accepted wherein the physician signing the certificate is the student.
- **Before all dive trips which are for orientation or instructional purposes**, the student shall be required to execute a written release and acknowledgment that they know that the dive site is remote and that a recompression chamber may not be readily available and they wish to continue and assume the risks in the absence of a recompression chamber.
- **No scuba certification** shall be given to anyone under the age of 10 years.
- **Records used** for the purpose of recording the student's progress shall be maintained by the instructor and/or dive store. **Records of knowledge tests** for the purpose of evaluating the student's understanding of the instructional material shall be maintained by the instructor and/or dive store. **All records** relating to individual students shall be retained for a minimum of five (5) years by the instructor and/or dive store.
- **Introductory Experience** programs must be conducted in accordance with Recreational Scuba Training Council (RSTC) Standards.

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POLICY CONDITIONS:

1. YES NO I am aware that I must carry Dive Business in order to qualify for this discounted policy.
2. NO YES Is there knowledge of any prior occurrences or do you foresee any claims that may be brought against your business for water-related activities (swim, snorkeling and scuba)? **If Yes, a written statement must accompany the application for each occurrence.**
3. YES NO I understand that coverage will not be afforded unless the professional rating of staff is current, or staff is training. I agree to monitor my staff to see that they abide by the current National Training Standards. I have read and understand the warranties included herein. I have read and understand the retroactive coverage.

AUTHORIZED REPRESENTATIVE:

Signature _____ Date _____

PREMIUMS:

PROGRAM: _____ (see worksheet on pg 2 of brochure)

OPTIONAL COVERAGES :

Technical Training Coverage (please specify which affiliated staff have technical diving credentials)

PAYMENT OPTIONS:

- Premium billed in annual installments
- PAY IN FULL CREDIT CARD
- FINANCE (requires a minimum of 30% down and finance contract)
- 3 Months 4 Months 5 Months 6 Months
 7 Months 8 Months 9 Months

AUTHORIZED AMOUNT: \$ _____ (30%) Credit Card
 Cost includes Premium, E & S Taxes, and Association Fees.
 Call 1-800-467-7282 or (970) 407-9800 for pro-rata eligibility.

VISA/MC/AMEX/DISCOVER CARD # _____ Exp. _____

Signature of Card Holder _____ Print Card Holder Name _____ Card Holder Address _____

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AFFILIATED STAFF:
(All Employees & Subcontracted Staff)

PROF NAME _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PROF # _____
(Need Professional # or Write "In Training")
ASSN: _____
CERT LEVEL: _____
(Instructor, DiveMaster etc)

PROF NAME _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PROF # _____
(Need Professional # or Write "In Training")
ASSN: _____
CERT LEVEL: _____
(Instructor, DiveMaster etc)

PROF NAME _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PROF # _____
(Need Professional # or Write "In Training")
ASSN: _____
CERT LEVEL: _____
(Instructor, DiveMaster etc)

PROF NAME _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PROF # _____
(Need Professional # or Write "In Training")
ASSN: _____
CERT LEVEL: _____
(Instructor, DiveMaster etc)

PROF NAME _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PROF # _____
(Need Professional # or Write "In Training")
ASSN: _____
CERT LEVEL: _____
(Instructor, DiveMaster etc)

PROF NAME _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PROF # _____
(Need Professional # or Write "In Training")
ASSN: _____
CERT LEVEL: _____
(Instructor, DiveMaster etc)

ADDITIONAL INSURED:
(Each Policy Will Show Same Additional Insureds for Each Staff Affiliate)

NAME _____
ADDRESS _____
CITY/STATE/ZIP _____
RELATIONSHIP _____

NAME _____
ADDRESS _____
CITY/STATE/ZIP _____
RELATIONSHIP _____

NAME _____
ADDRESS _____
CITY/STATE/ZIP _____
RELATIONSHIP _____

NAME _____
ADDRESS _____
CITY/STATE/ZIP _____
RELATIONSHIP _____

NAME _____
ADDRESS _____
CITY/STATE/ZIP _____
RELATIONSHIP _____

NAME _____
ADDRESS _____
CITY/STATE/ZIP _____
RELATIONSHIP _____

MAIL TO:
INSURANCE MANAGEMENT SERVICES, INC.
P.O. BOX 455 FORT COLLINS, CO 80522
FOR CERTIFIED MAIL, FEDX, OR UPS
1730 S. COLLEGE AVE. STE 202, FORT COLLINS, CO 80525
(970)407-9800 or (800) 467-7282 FAX: (970) 472-0904

OFFICE USE ONLY

DATE REC'D _____ EFFECTIVE DATE _____
MODE OF PAYMENT _____ CHECK # _____
PAID BY _____ AMOUNT REC'D _____
CERT # _____ BALANCE DUE _____