



2008-2011 BUSINESS GROUP PROFESSIONAL LIABILITY INFORMATION BROCHURE

CARRIER AGENT

Certain Underwriters Lloyds, London, a Non-admitted Carrier
International Recreational Entities Association, a qualified Risk Purchasing Association.
John A Witherspoon IV
Witherspoon & Assoc
709 Blackhorse Pkwy Franklin, TN 37069
(615) 599-0334 OR 1-866 577-3483 FAX (615) 468-4777

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

This policy provides coverage for claims which occur after the effective date of coverage and while the policy is in effect. Policy period is from June 30, 2008 to June 30, 2011 midnight.

POLICY FORM

Policy is occurrence form.

RETROACTIVE DATE

Coverage is provided for unknown prior claims to June 30, 2006, or first date of continuous coverage, whichever is later. Any incident that is known should be reported to your previous carrier within the 60 day extended reporting period.

ELIGIBILITY

Current dive businesses who currently carry dive business insurance with Insurance Management Services, Inc., residing in the United States (excluding Alaska), US Virgin Islands, US Territories or Possessions, Bahamas, and Caribbean are eligible for this insurance.

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: \$ _____

Enter amount of Certifications: _____

Program from above: _____

Program from above: _____

Higher Program: _____

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

****Example****:

Enter amount of Gross Water Receipts: \$ _____127,000_____

Enter amount of Certifications: _____635_____

Program from above: _____F_____

Program from above: _____E_____

Higher Program: _____E_____

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

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

WARRANTIES FOR TRAINING: (READ CAREFULLY BEFORE COMPLETING APPLICATION)

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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 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:

PREMIUMS:

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.

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 1-866-577-3483 or (615) 599-0334 for prorate eligibility.

AUTHORIZED REPRESENTATIVE:

 Signature Date

VISA/MC/AMEX/DISCOVER CARD # _____ 3 dig # on back _____ 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 INSUREDS:

(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:

John A Witherspoon IV
Witherspoon & Assoc
709 Blackhorse Pkwy
Franklin, TN 37069
(615) 599-0334 OR 1-866 577-3483 FAX (615) 468-4777

OFFICE USE ONLY

DATE REC'D _____
MODE OF PAYMENT _____
PAID BY _____
CERT # _____

EFFECTIVE DATE _____
CHECK # _____
AMOUNT REC'D _____
BALANCE DUE _____