

New, Reduced Price

Great news! Due to the excellent risk management efforts of PADI Members like you, this year you'll enjoy a **price reduction**. But, even with the price reduction, you still receive all of the benefits you can only get from a PADI-endorsed policy, including:

- exclusive coverages found nowhere else.
- coverage for technical diving at no additional cost.
- insurance from the largest, most secure, American insurance company providing insurance to the dive industry.
- the services of an experienced team that can provide expert advice around the clock.

Convenient Automatic Renewal

Sign up for Automatic Renewal! Auto Renewal ensures your policy is renewed before it expires each year – no forms to complete, no papers to sign, no risking a gap in coverage. Billing takes place in May.

24-hour Access to a Full-Time Risk Management Team

- 24-hour phone and fax access – even at night, on weekends and during holidays
- Immediate access to legal counsel when you need it most
- A toll-free phone number available in the United States, Mexico and Canada
- Expert advice on what to do in the immediate aftermath of an incident and a friendly voice to help you through the emotional trauma

Apply Today

Simply go to diveinsurance.com and complete the application for the 2011-2012 policy. Or, complete the included application and mail or fax it to Vicencia & Buckley Insurance Services.

**Have questions? Call us at 800 223 9998
or +1 714 739 3177**

2011-2012

PADI-endorsed Professional Liability Insurance For PADI Americas Members

Whether you're a PADI Divemaster, Instructor or a Course Director, you need PADI-endorsed Professional Liability Insurance. Protect *your* livelihood and peace of mind with insurance from the dive insurance experts.



Vicencia & Buckley Insurance Service, Inc.

P.O. Box 4919, Cerritos, CA, USA 90703-4919
20 Centerpointe Drive # 100
La Palma, CA, USA 90623-2558
+1 714 739 3177 • 800 223 9998
Fax +1 714 739 3188
Email: instructors@diveinsurance.com • diveinsurance.com
License #0578496

This brochure is for illustration purposes only and is designed as a general description of the policies. Coverage will be determined by the actual policy language.

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**VICENCIA
&BUCKLEY**
Insurance Services, Inc.

Professional Service. Personal Care.
diveinsurance.com



PADI-endorsed

The Experience you Need

Regardless of where you live or who you work for, whether you're a divemaster, course director or somewhere in between, you could face a professional liability lawsuit. You don't even have to be working to be vulnerable. Just being the senior diver on a dive boat when someone happens to get injured, or being involved in a rescue, could put you at risk for a lawsuit - and put your livelihood on the line.

The People you Trust

Do you realize this vulnerability could result in hundreds of thousands of dollars in defense costs to restore your good name? That's why you need PADI-endorsed Professional Liability Insurance. When you choose PADI-endorsed insurance, you choose the most experienced insurance team in the dive industry. PADI and Vicencia & Buckley have worked together for more than 27 years to offer outstanding insurance coverage tailored specifically for dive industry professionals like you. It's all brought to you by people you know and trust.



The team you can trust:
Marie Gala, Steve Vicencia, Pat Fousek and Michele Vicencia Jondle

Professional Liability Insurance



Top 10 Benefits of PADI-endorsed Insurance

Use the following checklist to ensure you're getting the most benefits for your hard-earned dollar. Compare what's available with the PADI-endorsed policy with other policies you may be considering.

	PADI-endorsed Professional Liability Policy	PADI-endorsed Policy	XYZ Policy?
Price Reduction	New, lower price	✓	
Defense Costs	UNLIMITED Defense costs are paid in addition to policy limits	✓	
Defense Costs Exceptions or Territory Exclusions	NONE (Except where USA law restricts business activities of USA companies.)	✓	
Warranty Consideration	No General Standards Warranty This means coverage is not subject to insurer's interpretation of general training standards.* The Policy exclusions are clear and precise.	✓	
Retroactive Date/Prior Acts Coverage	Back to 30 June 1992 with no gap in coverage under ANY policy	✓	
Outstanding Insurance Underwriter	An A rated US insurance company, which is a member of the Chartist Insurance Group	✓	
Flexible Policy Limits	\$1,000,000 per occurrence/ \$2,000,000 aggregate Higher limits available	✓	
Technical Diving Coverage	No additional charge for teaching or supervising technical diving activities to 100 metres/330 feet	✓	
Coverage for Refusal to Train Due to Disability	Lets you put student diver safety first, with protection from a discrimination lawsuit	✓	
24-Hour Phone and Fax Access	Includes nights, weekends and holidays	✓	

* Except with regard to introductory, i.e. Discover Scuba Diving programs, which must meet RSTC Standards.

2011-2012 PROFESSIONAL LIABILITY INSURANCE APPLICATION

Exclusively for PADI Members

POLICY PERIOD
12:01 a.m. June 30, 2011
through 12:01 a.m. June 30, 2012

IMPORTANT: To maintain continuous coverage – coverage from June 30, 2011 – completed renewal applications with proper payment must be received at Vicencia & Buckley by **June 30, 2011**. **There is no grace period.** All others will provide coverage from the date of receipt by the agent.

You are insured when this completed, signed application with correct payment is received by Vicencia & Buckley and approved by the insurance company. You will receive a Certificate of Insurance. PADI will be notified that your coverage is in force.

The brochure and application are for illustration purposes only and are designed as a general description of the policies. Coverage will be determined by the actual policy language.

PLEASE PRINT CLEARLY PADI No. _____

Name _____
First Initial Last

Mailing Address _____

City _____ State/Province _____

Country _____ Postal/Zip Code _____

Email _____

Phone No. (_____) _____ Fax (_____) _____

Save time next year and sign up for automatic renewal. Details on page 3.

Yes! Sign me up for Automatic Renewal. Details on page 3.

If you apply on our website, diveinsurance.com, or FAX your application to Vicencia & Buckley, +1 714 739 3188, please DO NOT mail a duplicate application. Website and FAX services are available 24 hours a day. Be sure to retain your fax or website confirmation.

Select Insurance Options: See page 3 for rates.

- Instructor _____
- International Instructor _____
- Divemaster _____
- Assistant Instructor _____
- Non-teaching/Supervising Instructor _____
- International: Divemaster, Assistant Instructor, Non-teaching/Supervising Instructor _____
- Divemaster/Assistant Instructor **Assisting Only** _____
- International: Divemaster/Assistant Instructor, **Assisting Only** _____
- with TecRec Endorsement*** for selection above _____ n/c
- Retired (inactive) Instructor _____
- Optional Equipment Liability Coverage** _____
- Excess Liability** _____

TOTAL PAYMENT \$ _____

** Submit proof of professional technical diving certification.*

Payment Options

Make check or money order payable to: **Vicencia & Buckley in U.S. funds only, or use MasterCard, VISA or AMEX** at no extra charge.
Due to expensive bank clearing costs, applicants from outside the U.S. who do not use a credit card are to submit funds by International Postal Money Order or check drawn on a U.S. bank.

Expiration Date _____ MasterCard VISA AMEX

Card Number _____

Card Holder Name _____
Please Print

CVV# _____

Card Holder Signature _____

Automatic Check Handling

Account Name _____
Please Print

Authorized Signature _____

Bank Account Number _____

Routing Number _____

Special Important Notice

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

Insurance coverage is only provided if the insurance company is put on notice of a possible claim through one of its authorized agents or PADI.

1
OR
2

I, _____, (your name) have no knowledge of any incident, accident, occurrence, act, error, or omission that might lead to, or has already led to, a legal action or claim except any matter already reported to PADI. I understand that I must report any incident, accident, occurrence, act, error, or omission to any previous insurer and that this policy does not cover any known incidents, accidents, occurrences, acts, errors, or omissions. *By applying for this insurance, I hereby authorize PADI to release information to the insurance company pertinent to the investigation of insurance claims.*

SIGNED _____ DATE _____

I, _____, (your name) have knowledge of an incident, accident, occurrence, act, error, or omission not previously reported to PADI, that might lead to, or already has led to, a legal action or claim for my supervisory or instructional activities. I understand that I must report any incident, accident, occurrence, act, error, or omission to any previous insurer and that this policy does not cover any known incidents, accidents, occurrences, acts, errors, or omissions. *By applying for this insurance, I hereby authorize PADI to release information to the insurance company pertinent to the investigation of insurance claims.*

Name of Person Injured _____ Date of Incident _____

Incident report filed: YES NO (Include or tell how to obtain) _____

Fatality YES NO Serious injury YES NO In training YES NO

Location of Incident _____ Brief summary of situation or possible claim _____

SIGNED (*Sign here only if you have not signed above*) _____ DATE _____

Additional Insureds

Same as Last Year Attach Separate List with New or Changes to Last Year

1. No charge for Additional Insureds, however, all must be listed.
2. Entities such as dive stores, resort dive operators, dive boats, educational institutions, hotels, motels, resorts, pool owners (facilities), property owners, government entities and marinas must be listed on your application.
3. Entities other than those mentioned, when listed, will be reviewed by the insurance carrier; inclusion on your Certificate of Insurance will indicate that coverage is in effect.
4. List business relationship versus personal relationship; e.g., Bob Smith, pool owner not Bob Smith, father.
5. Instructors, assistant instructors, divemasters and retired instructors **may not** be Additional Insureds but must obtain their own insurance.

Name _____

Address _____

City/State or Province _____

Zip or Postal Code/Country _____

Business Relationship _____

If your application is incomplete, it will be returned to you for completion.

Sign Here

A

I hereby declare that I have read, understand and accept the Exclusions on page 4.

Signature of Applicant

Date

CHECK LIST

- Membership with PADI must be current.
- STOP!** Do not use this application if the store/resort is purchasing GROUP professional liability insurance. Use Form 300DT.
- Ensure contact information on the front is correct and complete.
- Read Exclusions, sign and date Box A to the left.
- List Additional Insureds, to the left or on a separate sheet.
- Sign up for Automatic Renewal.
- Enclose proof of professional certification for TecRec coverage (if applicable).



P.O. Box 4919 • Cerritos, CA, USA 90703-4919
 20 Centerpointe Drive, Suite 100 • La Palma, CA, USA 90623-2558
 +1 714 739 3177 • 800 223 9998 • FAX +1 714 739 3188
 Email: instructors@diveinsurance.com
 License #0578496

PLEASE ADD OUR DOMAINS @vicencia AND @diveinsurance TO YOUR SAFE SENDERS LIST!

What is Automatic Renewal?

Automatic renewal is just that, renewing automatically.

In May, you won't have to:

- send in anything
- sign anything
- read anything
- fill out anything
- go online
- buy stamps
- remember to mail in your renewal

How Does it Work?

Each May, Vicencia & Buckley will charge your credit card or checking account for the insurance premium based on your existing level of coverage (Divemaster, Instructor, optional Equipment Liability, Excess Liability, etc.). By June, your Certificate of Insurance will arrive. You'll be finished with renewal! Nothing to worry about, no gap in coverage and you can continue, business as usual.

How Do I Sign Up?

Follow the directions on the enclosed application and be sure to fill out your credit card or checking account information. That's it. Every year, Vicencia & Buckley will renew your professional liability insurance in May using your credit card or checking account information.

and now, a word from our attorneys:

- Automatic renewal participation is based on your continued membership with PADI.
- Automatic renewal participation will continue so long as the insurance premium does not increase more than six percent (6%) per annum. If at any time the premium increase exceeds six percent (6%), you will be asked to reconfirm automatic renewal participation.
- Automatic renewal participation may be terminated by the member's written request to Vicencia & Buckley.

For Frequently Asked Questions, log on to www.diveinsurance.com

PREMIUM FULLY EARNED *

The insurance costs include a premium, applicable state taxes, up to a \$25 PADI fee for printing, postage and administration.

PRO-RATED PREMIUMS

	Annual Fee	After Oct. 1, 2011	After Jan. 1, 2012	After Apr. 1, 2012
Instructor	\$559	\$426	\$293	\$165
International Instructor †	289	235	165	96
Divemaster, Assistant Instructor, Non-teaching/Supervising Instructor ††	320	254	178	102
International Divemaster, Int'l. Assistant Instructor, Int'l. Non-teaching/Supervising Instructor †,††	181	149	108	67
Divemaster/Assistant Instructor Assisting Only**	212	173	124	75
International Divemaster/Int'l. Assistant Instructor Assisting Only**†	108	87	67	46
TecRec endorsement for selection above	n/c	n/c	n/c	n/c
Retired (inactive) Instructor ††	320	n/a	n/a	n/a
Optional Equipment Liability Coverage	247	192	137	81
Excess Liability – \$1,000,000	390	297	206	116
2,000,000	774	587	400	213
3,000,000	1009	762	516	271
4,000,000	1264	955	645	335

Additional Insureds – List all on a separate sheet.

No Charge

Note: See Dive Center/Resort Insurance brochure/application for Store/Resort Instructional program option.

* Premium fully earned means there is no refund if you cancel your insurance.

** Divemaster Member/Assistant Instructor Assisting Only option provides coverage to Divemasters and Assistant Instructors ONLY while assisting insured instructors with classes.

† Available for non U.S. citizens teaching ONLY non U.S. citizens; not available in Australia, Canada, Japan, the Caribbean or U.S., its territories and possessions.

†† No coverage will be afforded for any Open Water Scuba Instructor who teaches any form of scuba diving or snorkeling during the policy period.

EXCLUSIONS

READ CAREFULLY BEFORE SIGNING APPLICATION BOX A

In addition to the specific exclusions contained in the policy, this insurance does not apply to:

X) Any claim arising out of any “occurrence” in which the insured knowingly permitted the uncertified student involved in the claim to leave the immediate area during in-water instruction without supervision and the attendance of an instructor or a certified assistant.

Y) Any claim arising out of any “occurrence” in which the insured left or permitted the uncertified student involved in the claim to be unattended during in-water instruction and/or testing.

Z) Any claim arising out of any “occurrence” involving a recreational training or supervisory dive conducted by an insured that is planned for depths greater than 40 meters/130 feet; planned with mandatory stage decompression (safety stops are acceptable); or planned using gas mixes other than compressed air, or enriched air unless all students are previously certified divers or are participating in an open water diver course with an enriched air training option.

This exclusion (Z) does not apply to any insured when Technical Diving coverage is indicated on the insured’s certificate of insurance.

AA) Any claim arising out of any “occurrence” involving a technical training or supervisory dive conducted by an insured that is planned for depths greater than 100 meters/330 feet; or planned using gas mixes other than compressed air, enriched air, oxygen, or trimix.

BB) Any claim arising out of any “occurrence” in which the insured failed to obtain a medical history form completed by the student involved in the claim, prior to in-water instruction; and in the case of a minor, the failure to have obtained the minor’s parent’s or guardian’s signature on the medical history form. Furthermore, this insurance does not apply if the medical history form indicated any condition contrary to safe participation in diving activities, and the insured failed to require the student to obtain medical approval (based on a medical examination) by a licensed physician, who is not the student, prior to in-water instruction.

CC) Any claim arising out of any “occurrence” during a training dive in which the insured had not first obtained from the student involved in the claim a signed release of liability/assumption of risk form developed or approved by the certification organization through which the training was offered; and in the case of a minor, the failure to have obtained the minor’s parent’s or guardian’s signature on the form.

DD) Any claim arising out of any “occurrence” during a technical training dive in which the insured had not first obtained from the student involved in the claim a signed release of liability/assumption of risk form developed or approved by the certification organization through which the technical training was offered, specifically stating that the student acknowledges that the training involves technical dive training.

EE) Any claim arising out of any “occurrence” involving scuba instruction provided by the insured to a student under the age of ten (10), except for courses taught in confined water (e.g. swimming pools), which may be offered to anyone age eight (8) and older.

FF) Any claim arising out of any “occurrence” involving instruction in which the insured instructor and/or Dive Center/Resort Operator has not maintained records for the purpose of recording the progress of the student involved in the claim.

GG) Any claim arising out of any “occurrence” involving instruction in which the insured instructor and/or Dive Center/Resort Operator has not maintained records for the purpose of evaluating the understanding of the instructional material by the student involved in the claim.

HH) Any claim arising out of any “occurrence” involving instruction in which the insured instructor and/or Dive Center/Resort Operator has not retained all records relating to the individual student involved in a claim, for a minimum of five (5) years.

II) Any claim arising out of any “occurrence” involving the insured’s conduct of an introductory experience program (any program designed to introduce uncertified divers to recreational scuba diving via a supervised, controlled open water dive experience) that was not in accordance with Recreational Scuba Training Council (RSTC) standards. This exclusion does not apply to confined water-only experiences being conducted by properly certified divemasters, assistant instructors and instructors.