

When you compare the coverage, the service and the long term stability – you will see that there has never been a better time to look to the PADI-endorsed Professional Liability Insurance program.

The excellent safety performance of PADI Members and PADI educational programs, and PADI's long-term relationship with P. Morin, continues to provide the industry's most stable program, excellent coverage and unmatched service and support.

For more than 30 years, PADI-endorsed insurance has endured and remains the market leader with coverage that is clear and policies that are easy to understand. And, with the PADI-endorsed policy, you also get the most experienced defense, risk management and insurance teams in the industry.



2021 - 2022



**PADI®**

PADI-ENDORSED

**PROFESSIONAL  
LIABILITY INSURANCE**

FOR PADI MEMBERS IN QUEBEC

**P. Morin Courtier en Assurances Inc.**  
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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.



**Morin Assurances**  
Cabinet en assurance de dommages



# WHY YOU SHOULD CHOOSE PADI-ENDORSED INSURANCE

## 1 UNRIVALED STABILITY AND STRENGTH

PADI-endorsed insurance is the dive industry's most stable and long-running insurance program. For 37 years PADI-endorsed insurance programs have weathered all storms to bring you the best value in Professional Liability Insurance.

## 2 INTRODUCTORY SCUBA COVERAGE

The PADI-endorsed policy provides coverage for the conduct of introductory programs when using the maximum permissible ratio in ideal conditions (4:1) allowable by PADI and industry standards. Be aware that other policies may not.

## 3 UNLIMITED DEFENSE COSTS

With the PADI-endorsed policy there are no limits to the amount of money the insurance company will invest to defend you. Other policies in the industry either have a limit or the defense cost comes out of the total policy limits. Stay protected with the PADI-endorsed Unlimited Defense Cost coverage.

## 4 PRIOR ACTS COVERAGE

Changing from one professional liability policy to another can result in a "loss of prior acts coverage" with some policies, which could leave you bare for claims resulting from incidents or instruction that occurred in the past. The PADI-endorsed professional liability program provides prior acts coverage for claims dating back to your first date of uninterrupted professional liability coverage, or 30 June 1992, whichever is later.

## 5 FREEDIVER\* AND TEC TRAINING/SUPERVISION COVERAGE PROVIDED AT NO ADDITIONAL CHARGE

Other policies may add hundreds of dollars for tec coverage and may have not yet fully defined freediver coverage. For insured PADI Members, the coverage is provided, at no additional charge.

\*Includes Mermaid Instructors

## BENEFITS OF PADI-ENDORSED PROFESSIONAL LIABILITY INSURANCE

If you've considered another policy, compare it with these benefits of the PADI-endorsed policy.

PAY ATTENTION TO:	PADI-ENDORSED POLICY
Coverage for Refusal to Train	Yes, when refusal to train is based on the student's medical history, disability or lack of physical aptitude to dive.
General Standards Warranty	No. Some other policies do not provide coverage if the dive professional's actions are not absolutely consistent with all agency training standards. (See Intro Program requirements below.)
Technical/ Rebreather / Swim/ Freediver/ First Aid Coverage	Yes, at no additional charge.
Introductory Program Coverage such as Discover Scuba® Diving	Program must be in accordance with ISO 11121 Requirements for Introductory Programmes to Scuba Diving. Coverage includes use of maximum allowable ratio in ideal conditions (4:1). Other policies cover up to 2:1 maximum ratio (1:1 ratio under age 15).
Retroactive Date / Prior Acts Coverage	Back to 30 June 1992 with no gap in coverage under ANY SCUBA professional liability policy. This is important should a claim be filed for an unknown and unreported incident. Some policies don't include prior acts coverage.
Defense Costs	Unlimited - Other policies include defense costs in their Liability Limits.
Insurer rating	An A++ XV rated insurance company

NO OTHER SINGLE POLICY INCLUDES ALL OF THESE BENEFITS, AND 37 YEARS OF STABILITY

# 2021-2022 PROFESSIONAL LIABILITY INSURANCE APPLICATION

Exclusively for PADI Canada Members in Quebec

PLEASE PRINT CLEARLY

PADI No. \_\_\_\_\_

Name \_\_\_\_\_  
First Initial Last

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_

Country \_\_\_\_\_ Postal/Zip Code \_\_\_\_\_

Email \_\_\_\_\_

Phone No. ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_

If you apply by FAXING your application to P. Morin Courtier, +1 514 634 7118, please DO NOT mail a duplicate application. FAX services are available 24 hours a day. Be sure to retain your fax confirmation.

**Select Insurance Options: See page 2 for rates.**

☐ Instructor \_\_\_\_\_

☐ Divemaster, Assistant Instructor, Non-teaching/  
Supervising Instructor \_\_\_\_\_

☐ Divemaster/Assistant Instructor **Assisting Only** \_\_\_\_\_

☐ with TecRec Endorsement\* for selection above \_\_\_\_\_ n/c

☐ Retired (inactive) Instructor \_\_\_\_\_

☐ Optional Equipment Liability Coverage \_\_\_\_\_

☐ Excess Liability \_\_\_\_\_

☐ Swim Instructor \_\_\_\_\_

☐ Freediver Instructor \_\_\_\_\_

☐ Cylinder Inspector\*\* \_\_\_\_\_

☐ Cylinder Instructor\*\* \_\_\_\_\_

☐ Cylinder Inspector & Instructor\*\* \_\_\_\_\_

**TOTAL PREMIUMS \$** \_\_\_\_\_

**Tax:** Quebec 9% \_\_\_\_\_

**TOTAL \$** \_\_\_\_\_

\*Submit proof of professional technical diving certification.

\*\*Submit proof of cylinder inspector/instructor certification.

## POLICY PERIOD

12:01 a.m. June 30, 2021  
through 12:01 a.m. June 30, 2022

**IMPORTANT:** To maintain continuous coverage – coverage from June 30, 2021 – completed renewal applications with proper payment must be received at P. Morin Courtier by **June 30, 2021. There is no grace period.** All others will provide coverage from the date and time of receipt by the agent.

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

**Policy Limits: \$1,000,000/\$2,000,000 aggregate**

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.

## CHECK LIST

- ☐ Membership with PADI must be current.
- ☐ **STOP!** Do not use this application if the retailer/resort is purchasing GROUP professional liability insurance. Use Form 300DT.
- ☐ Ensure contact information above is correct and complete.
- ☐ Read Exclusions, sign and date Box A.
- ☐ Read, sign and date Box 1 or 2 (not both) on page 2.
- ☐ List Additional Insureds, as appropriate, see page 2.
- ☐ Enclose proof of professional certification for TecRec coverage (if applicable)

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

**Applications can also be accessed on our  
website: [www.morinassurance.com](http://www.morinassurance.com)**

**Make cheque or money order payable to: P. Morin Courtier in Canadian funds only, or use MasterCard or VISA.**

*Due to expensive bank clearing costs, applicants who do not use a credit card are to submit funds by International Postal Money Order or cheque drawn on a Canadian bank.*

**NOTE: NO extra charge for using MasterCard or VISA.**

☐ MasterCard ☐ VISA

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ CVV# \_\_\_\_\_

Card Holder Name \_\_\_\_\_  
Please Print

Card Holder Signature \_\_\_\_\_

## Sign Here

**A** I hereby declare that I have read, understand and accept the Exclusions on page 3.

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

**Please Read and Sign Back of This Page**

## 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 while insured with P. Morin Courtier. 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, or those occurring while I was NOT insured with P. Morin Courtier, 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 Attach Separate List as Needed

1. Additional Insureds are NOT automatically renewed.
2. Each Additional Insured will be individually reviewed for acceptability.
3. Additional Insureds do NOT need to be listed for coverage to apply to you.
4. Additional Insureds status only applies when required by written contract.

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State or Province \_\_\_\_\_

Zip or Postal Code/Country \_\_\_\_\_

What is the Business Relationship between you and the requested Additional Insured? \_\_\_\_\_

Is there a written contract, between you and the requested Additional Insured, requiring you to add this entity as an Additional Insured? ☐ Yes ☐ No

5. Business relationship (confined water site; open water site; dive vessel operator; dive center / resort; etc) must be provided for an Additional Insured to be considered.
6. Instructors, assistant instructors, divemasters and retired instructors may not be Additional Insureds and must obtain their own insurance.

### PREMIUM FULLY EARNED \*

The insurance costs include a premium, and an administrative fee to cover the costs of printing, processing materials, mailing and supervision.

#### Pro-rated Premiums

	30 Jun 21	1 Aug 21	1 Sep 21	1 Oct 21	1 Nov 21	1 Dec 21	1 Jan 22	1 Feb 22	1 Mar 22	1 Apr 22	1 May 22	1 Jun 22
Instructor	\$404	\$376	\$349	\$321	\$292	\$266	\$238	\$211	\$182	\$154	\$127	\$100
Divemaster, Assistant Instructor, Non-teaching/Supervising Instructor †	255	242	226	210	195	180	163	148	132	117	102	86
Freediver Instructor	255	242	226	210	195	180	163	148	132	117	102	86
Divemaster/Assistant Instructor Assisting Only**	169	161	153	144	138	128	119	112	103	96	87	80
TecRec endorsement for selection above	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
Retired (inactive) Instructor †	255	242	226	210	195	180	163	148	132	117	102	86
Swim Instructor	324	303	282	261	240	219	198	175	156	133	114	93
Optional Equipment Liability Coverage	325	304	280	256	234	211	188	166	143	120	97	75
Excess Liability – \$1,000,000	314	290	263	235	210	184	158	133	106	80	54	28
2,000,000	430	395	359	323	287	251	215	181	144	109	72	37
3,000,000***	550	506	460	414	367	323	277	230	184	138	94	47
4,000,000***	671	616	560	504	448	392	335	281	226	168	113	56
Cylinder Inspector	279	256	232	208	185	164	140	118	94	70	49	25
Cylinder Instructor	141	129	117	105	95	82	70	60	48	34	23	14
Cylinder Inspector & Instructor	347	315	292	262	232	203	174	146	117	88	60	30

Additional Insureds – List all on a separate sheet.

No Charge Note: See Retailer/Resort Insurance brochure/application for Store/Resort Instructional program option.

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

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

\*\*\* Excess liability limit will be individually reviewed for acceptability by underwriting.

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

**Premium and Policy Limits are  
Shown in Canadian Dollars.**

# EXCLUSIONS

## READ CAREFULLY BEFORE SIGNING APPLICATION BOX A

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**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 or swim instruction 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 ISO 11121 Requirements for Introductory Programmes to Scuba Diving. This exclusion does not apply to confined water-only experiences being conducted by properly certified divemasters, assistant instructors and instructors.



# Frequently Asked Questions

## **Does my PADI-endorsed insurance cover me if I am teaching or supervising technical diving activities?**

If you select the Tec Rec endorsement and submit technical credentials, the endorsement covers you for your technical activities in accordance with the Terms and Conditions of the TecRec Endorsement.

## **Does my PADI-endorsed insurance cover me if I am teaching students through another certifying agency?**

Yes, and there's no need to list the other certifying agency for this coverage to be in place. Your policy covers you for your activities while supervising and training divers in accordance with the Terms and Conditions of the policy, regardless of the certifying agency through which you are training your students. And, since the certifying agency has its own policy to provide coverage for its activities – setting the standards, developing educational materials, etc. – there's no need to list the certifying agency as an additional insured.

However, PADI does not sanction the activities of the instructor who accepts the Universal Referral completion form and issues a certification (through any certification organization) for students whom he has not personally conducted the open water training dives.

NOTE: If conducting training through another agency, you must have students sign a liability release developed or approved by that agency.

If conducting open water introductory experience programs, the programs must be conducted in accordance with ISO 11121 Requirements for Introductory Programmes to Scuba Diving.

## **Does my PADI-endorsed insurance cover me while conducting referral dives?**

Yes. There is no exclusion for conducting the open water training dives for a student diver who has completed academic and confined water training with another instructor or certification agency.

## **I won't be teaching again until after the first of the year, why must I renew my insurance?**

By not renewing, you will have a gap or lapse in your insurance and will not have coverage for any "prior acts". This means if a student makes a claim against you for a wrongful act that occurred prior to your gap or lapse in coverage, then you would not be covered for this student's claim. This would be a "prior act".

In addition, the insurance you are purchasing is a "claims made" policy, requiring you to have insurance at the time of a claim. For example, you certified a student in 2010 and your insurance expired in June 2011. You obtain insurance again in January 2012, however, your student has an incident in October 2011 and files a claim against you. You will not have coverage for this claim because you did not have insurance at the time of the incident and since you had a "gap" in coverage, you will not be covered for any acts prior to January 2012.

***It's important to maintain continuous coverage even if you won't be actively teaching for a while. We strongly recommend you purchase the non-teaching or retired protection.***

## **As a Divemaster assisting an insured instructor with classes, am I covered under the instructor's professional liability policy?**

No. Divemasters, assistant instructors, instructors and retired instructors may not be Additional Insureds on the instructor's policy, but must obtain their own insurance policy. Divemasters in training are covered under an insured instructor's policy.

Divemasters, Assistant Instructors and Instructors may be covered under a retailer/resort's Instructional Policy purchased by the retailer/resort. In this instance, the individuals are insured only while involved in the facility's teaching and supervisory activities.

## **Am I covered for teaching Emergency First Response (EFR)?**

Yes. The policy specifically includes this. Although insurance is not specifically required for the teaching of CPR and other such courses, since EFR courses are sanctioned by PADI, they are covered, subject to the terms and conditions of the policy.

## **Regarding the equipment liability coverage, can I rent the equipment to other instructors? Is there coverage for theft?**

No. The equipment liability coverage applies to personally owned equipment and only while used in the instructor's own classes. There is no coverage for theft or physical loss or damage of equipment under this policy. You can also purchase liability coverage for equipment used when supervising certified divers.

## **If I fax my application, do I need to mail the original as well?**

No. Please do not mail a duplicate application. When duplicate applications are received it is possible that the credit card will be charged again when the second application is received.

## **How do I know when my coverage is effective?**

Your policy is effective on the date your completed application and correct premium payment is received by P. Morin Courtier and approved by the insurance company. A Certificate of Insurance will then be issued and mailed to you. PADI is automatically notified that you have purchased insurance.

## **Can I upgrade my status during the policy period?**

Yes. If you purchase Divemaster insurance and subsequently become an Instructor, or you purchased the Supervisory or Retired insurance and want to begin teaching again, you can upgrade by paying the difference in premium.

## **Is there a refund if I decide to cancel my policy?**

No. The premium for professional liability insurance is fully earned when you purchase the coverage. This means there is no refund. We recommend you keep your policy in force, even if you stop teaching, so that you are protected if a claim is made after you stop teaching.

## **My application was returned to me. Am I still covered?**

No. Coverage is not effective until the completed, signed application and correct premium are received by P. Morin Courtier and approved by the insurance company. The following are the most common reasons that applications are returned:

- Premium payment is incorrect or insufficient.
- Application is not signed on both pages.
- The application is not legible.
- PADI membership is not current.