

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 Vicencia & Buckley, 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 AMERICAS' MEMBERS



Vicencia & Buckley Insurance Services

A Division of HUB International

Instructors@diveinsurance.com

www.diveinsurance.com

Phone +1-714-739-3177

Phone 800-223-9998

Fax +1-714-739-3188

License #0757776

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.

**VICENCIA
& BUCKLEY**

A Division of HUB International
Insurance Services, Inc.

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 Vicencia & Buckley and PADI 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 4:1 ratio in ideal conditions, as defined by ISO and PADI Standards. Be aware that other policies may not cover a 4:1 ratio.

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 may 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 when using the 4:1 ratio in ideal conditions as defined by ISO Standards. 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	The industry's only A++ XV rated US 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 Members

POLICY PERIOD

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

PLEASE PRINT CLEARLY

PADI No. _____

Name _____
First Initial Last

Mailing Address _____

City _____ State/Province _____

Country _____ Postal/Zip Code _____

Email _____

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

IMPORTANT: To maintain continuous coverage from June 30, 2021 – completed renewal applications with proper payment must be received at Vicencia & Buckley, a division of HUB International, 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 Vicencia & Buckley, a division of HUB International, 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.

Yes! Sign me up for 2021-2022 Installment Plan for my professional liability premium. Under this you'll make an initial down payment and then quarterly installments on or around September 15th, December 15th and March 15th. You must provide credit card information and authorized automatic charging of installment payments to sign up for this option. Installment billing is only available for members who purchase coverage in June or July of 2021.

Yes! Sign me up for Automatic Renewal.

(Check applicable box(es) in right column below.)

If you apply on our website, diveinsurance.com, or FAX your application to Vicencia & Buckley, a division of HUB International, +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** _____
- ☐ Freediver Instructor**** _____
- ☐ International: Divemaster/Assistant Instructor, **Assisting Only** _____
- ☐ with TecRec Endorsement* for selection above _____ n/c
- ☐ Retired (inactive) Instructor _____
- ☐ ScubaFit Instructor** _____
- ☐ **Optional Equipment Liability Coverage** _____
- ☐ **Excess Liability** _____
- \$633=\$1,000,000; \$1269=\$2,000,000; \$1648=\$3,000,000;
\$2069=\$4,000,000; \$4620=\$9,000,000****
- ☐ Cylinder Inspector*** _____
- ☐ Cylinder Instructor*** _____
- ☐ Cylinder Inspector & Instructor*** _____
- ☐ Swim Instructor _____

TOTAL PAYMENT \$ _____

*Submit proof of professional technical diving certification

**Submit proof of ScubaFit certification

***Submit proof of cylinder inspector/instructor certification

****Excess liability coverage is subject to underwriter review for acceptability.

*****Includes Mermaid Instructors

☐ I request Vicencia & Buckley, a Division of HUB International Insurance Services Inc., to add my coverage to the **Automatic Renewal** program. Participation in Automatic Renewal may be terminated by my written request to Vicencia & Buckley, a division of HUB International Insurance Services, Inc.

☐ I authorize Vicencia & Buckley, a Division of HUB International Insurance Services Inc., to charge my credit card for the **down payment and quarterly installments**, on or around September 15th, December 15th and March 15th 2022, for my Professional Liability Insurance.

Payment Options

Make check or money order payable to: Vicencia & Buckley, a division of HUB International, 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 _____

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 Vicencia & Buckley. 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 Vicencia & Buckley 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

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.
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.

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

**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 _____

**VICENCIA
& BUCKLEY**

A Division of HUB International
Insurance Services, Inc.

diveinsurance.com

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+1 714 739 3177 • 800 223 9998 • FAX +1 714 739 3188

Email: License #0757776

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 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).

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

Automatic Renewal and COVID-19 Relief

Automatic renewal is just that, renewing automatically. Next renewal, you won't have to:

- Send in anything
- Sign anything
- Fill out anything
- Go online
- Buy stamps
- Remember to mail in your renewal

How Does it Work?

Each renewal, Vicencia & Buckley, a division of HUB International, will charge your credit card 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.

Installment Billing

Check the box on page 1 and provide credit card information in order to qualify for the Installment Billing option. Installment billing is only available to those who purchase coverage in June or July.

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, a division of HUB International.

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

PRICING

PREMIUM FULLY EARNED *

The insurance costs include a premium, applicable state taxes, up to a \$29

PADI fee for printing, postage and administration.

	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	\$ 899	\$ 851	\$ 776	\$ 701	\$ 626	\$ 551	\$ 476	\$ 401	\$ 326	\$ 251	\$ 176	\$ 101
International Instructor †	582	536	490	443	397	351	304	258	212	165	119	73
Divemaster, Assistant Instructor, Non-teaching/Supervising Instructor ††	597	548	501	453	406	358	311	264	216	169	121	74
International Divemaster, Int'l. Assistant Instructor, Int'l. Non-teaching/Supervising Instructor †, ††	381	352	322	293	263	234	204	174	145	115	86	56
Divemaster/Assistant Instructor Assisting Only**	399	382	349	317	285	252	220	188	155	123	91	58
International Divemaster/Int'l. Assistant Instructor Assisting Only**†	234	217	200	182	165	148	130	113	96	78	61	44
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 ††	597	548	501	453	406	358	311	264	216	169	121	74
Swim Instructor	506	466	424	383	342	301	259	218	177	135	94	53
ScubaFit Instructor	98	91	82	74	66	57	49	42	33	25	17	8
Freediver Instructor	597	548	501	453	406	358	311	264	216	169	121	74
Optional Equipment Liability Coverage	507	465	422	381	338	296	253	212	169	127	84	43
Excess Liability – \$1,000,000	792	726	660	595	528	462	396	331	264	198	132	67
2,000,000	1586	1455	1323	1190	1058	926	794	661	529	397	265	132
3,000,000***	2060	1889	1717	1546	1374	1203	1030	858	687	515	344	172
4,000,000***	2587	2372	2156	1940	1725	1509	1293	1078	863	647	432	216
9,000,000***	5776	5295	4813	4333	3851	3370	2888	2407	1925	1445	963	482
Cylinder Inspector	382	350	318	287	254	223	191	160	127	96	64	32
Cylinder Instructor	199	184	167	150	134	117	100	83	67	50	33	17
Cylinder Inspector & Instructor	476	436	396	357	317	277	238	198	159	119	79	40

Additional Insureds – List all on a separate sheet.

No Charge

Note: See Retail/Resort Insurance brochure/application for Retail/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.

† 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, swimming 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, 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 Retailer/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 Retailer/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.