



## First Dive – Facility Application

Please complete all questions fully. For questions that do not apply please indicate N/A, do not leave any questions blank. If space is insufficient for answers, please attach a separate sheet.

### The Agile First Dive program has 4 separate coverage areas:

1. **Commercial General Liability** - addresses your legal liability for bodily injury and/or property damage arising from the normal operations of a Retail Sport Diving Facility and/or Dive Club.
2. **Property / Contents coverage** - furniture, fixtures, stock, rental equipment, compressor, computers, tools, business interruption etc.
3. **Instructional / Supervision Liability** – replaces the individual instructor coverage carried by your staff.
4. **Dive Vessels** – Hull & Machinery, Third Party Liability coverage (you need to complete a separate Dive Vessel application)

### Broker Information

Broker Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Website: \_\_\_\_\_

### Applicant Information

Desired Effective Date (dd/mm/yyyy) \_\_\_\_\_  
Facility Legal Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Corporation  Individual  Partnership  Other  Explain \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ Province: \_\_\_\_\_ Country: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

Describe all losses, claims or liability suits brought against you in the past 5 years:

Date of Loss	Description	Amount of Loss	Open / Closed	Paid / Reserved
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

Are you aware of any other incidents, facts, circumstances or allegations not yet reported to the insurer which may result in claims against you? Yes  No

If yes, please explain:

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Have you been declined insurance under any similar programs? Yes  No

If yes, please explain:

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What action has been taken to eliminate future accidents?

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**Part 1 – General Liability Coverage**

This coverage provides legal liability protection, including legal defense costs, against lawsuits for 3rd party bodily injury and/or property damage arising from the normal operations of a Retail Sport Diving Facility and/or Dive Club.

Primary Coverage Includes:

- Recreational Sport Dive Equipment Sales, Rentals and Repairs
- **Air & Gas fills** – including Nitrox (and Mixed gases as long as you have a certified blender on staff.)
- **Premises Liability** – including slip and fall and premises medical payments.
- **Swimming Pools** on your premises are automatically covered.
- **Fire Damage Liability** (for damage you may cause to other property) – \$2 million standard limit.

- **Non-Owned Automobile Coverage** (for damage or injury your employees may cause while acting on your behalf in their own vehicle) – \$1million standard limit.
- **Special Events** – automatically covered as long as they are Diving related.
- **Contractual or Advertising Liability** – as long as it is related to your Sport Diving operations.
- **Terrorism Act (TRIA)** coverage automatically included.

Main Exclusions:

- **Watercraft** – There is no coverage of any kind for the ownership, use or operation of watercraft. Please complete a separate application for Dive Vessel insurance.
- **Commercial Diving Activities** – There is no coverage of any kind for commercial diving activities.
- **Employers Liability / Workers compensation** – There is no coverage of any kind for employers' liability. You need to contact your local Workers Compensation Pool for coverage. We can provide contact information for you if needed

Business Activities

**Check all that apply**

- Dive Equipment Sales
- Dive Equipment Rentals
- Dive Equipment Repairs On-site
- Dive Equipment Repairs Off-site
- Dive Cylinder Fills
- Nitrox Fills
- Mixed Gas Fills
- Cylinder Visual Inspection
- Cylinder Hydro Testing On-site
- Cylinder Hydro Testing Off-site
- Pool On-site
- Do you conduct any other activities (besides diving) from your premises?  
If yes, explain below

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Business Receipts

Please approximate your estimated 12 month Gross Receipts from all business activities for all locations combined **excluding Dive Travel, Dive Training and Dive Supervision.** \$ \_\_\_\_\_

General Liability Limits

The Standard Limit is \$2,000,000.00 per Claim / \$3,000,000.00 Annual Aggregate.

Please select the limit you want below:

- \$2,000,000.00 per Claim / \$3,000,000.00 Annual Aggregate
- \$3,000,000.00 per Claim / \$4,000,000.00 Annual Aggregate
- \$4,000,000.00 per Claim / \$5,000,000.00 Annual Aggregate
- \$5,000,000.00 per Claim / \$6,000,000.00 Annual Aggregate
- \$10,000,000.00 per Claim / \$10,000,000.00 Annual Aggregate

Non-Dive Activities

We can occasionally include coverage for Non-Diving activities as well.

Please declare all Non-Diving activities or services you provide (any activities not declared are automatically excluded from coverage).

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Optional Liability Coverage

Please check any optional coverage you want us to quote:

- Non-motorized Watercraft Liability** - Sales, rental and repair of Kayaks and other owned non-motorized watercraft to a maximum of 20 feet (skim boards, lasers, windsurfers etc.).

Describe the types of watercraft you rent

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- Beach Rentals Liability** - Rental of beach chairs, lounges and umbrellas

Describe the types of beach rentals you provide:

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- Dive Travel Organizer Errors & Omissions** - Legal liability coverage for errors and omissions for operations acting as travel agents (booking flights, land transit, vessels etc.) for their customers.

Please indicate the annual gross receipts derived from your Dive Travel booking activities

\$ \_\_\_\_\_

- Quarries, Lakes, Springs and Caves** - This option extends your Liability coverage to Quarries, Lakes, Caves or Springs that you own, lease or operate for Sport Diving and/or swimming activities. This extension does not apply if you simply use Quarries, Lakes, Caves or Springs that are owned and operated by other third parties.

Please provide details (location, size etc.) of your Quarry, Lake, Cave or Spring operation.

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Please indicate the annual gross receipts derived from your Quarry, Lake, Cave or Spring operation.

\$ \_\_\_\_\_

## Part 2 – Property Coverage

“All Risks” form on Contents, Glass, Burglary, Robbery, Loss of Earnings, Transit, Off-premises coverage, Customers equipment in the store. Flood and Earthquake are Excluded. Deductibles will be noted on our quotation. Burglary coverage is subject to a monitored central station alarm.

### The following Sub-limits are included in the basic Property Package

- **Burglary** - 100% of contents are insured for burglary as long as a monitored central station alarm is installed and functioning properly at the time of a loss.
- **Glass** - \$1,000 per pane, \$2,500.00 aggregate, \$250.00 deductible.
- **Crime** - \$5,000.00 limit for employee dishonesty \$1,000.00 limit for inside/outside robbery
- station alarm.
- **Customers Equipment** - \$20,000.00 while in store for repair.
- **Signs** - \$10,000.00

### HOW MUCH COVERAGE DO YOU NEED?

The amount you insure must include all furniture, fixtures, equipment (including rental), tools, etc., based on the “Replacement Value” of these items. “Stock” and Rental Equipment coverage are calculated at your “cost” (Actual Cash Value) without markup. **You must insure to at least 90% of your replacement value or penalties may apply in the event of a claim.**

## Location information

### HOW MANY LOCATIONS DO YOU HAVE?

How many locations do you have in total? \_\_\_\_\_

#### Location #1

##### Address information

Mailing and street address the same? Yes  No

Street Address \_\_\_\_\_

City: \_\_\_\_\_ State / Province: \_\_\_\_\_

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

**Building Construction**

Wood frame  Masonry  Concrete  Other \_\_\_\_\_

Central Station Monitored Alarm? Yes  No

Pool on premises? Yes  No

**Contents Coverage**

Stock (your cost) \$ \_\_\_\_\_

Rental equipment (your cost) \$ \_\_\_\_\_

Furniture / fixtures \$ \_\_\_\_\_

Tenants improvements \$ \_\_\_\_\_

Compressors / Fill station \$ \_\_\_\_\_

**Total contents for location** \$ \_\_\_\_\_

Building Coverage

Do you own the building? Yes  No

How many square feet \_\_\_\_\_ N/A

When was it built? Year: \_\_\_\_\_ N/A

Total building coverage needed: \$ \_\_\_\_\_

Loss Payees / Mortgagees

Do you have a Loss Payee / Mortgagee that needs to be named on your policy for the building and / or contents coverage? Yes  No

Loss Payee / Mortgagee: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Street Address \_\_\_\_\_

City: \_\_\_\_\_ State / Province: \_\_\_\_\_

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

Email: \_\_\_\_\_

**Business Interruption** - Covers loss of business revenue due to property damage from an insured peril over 120 days following a loss. Also includes up to 14 days of lost revenue due to Civil Authority restricting access to your premises even if you suffer no property damage.

Do you want business interruption coverage on this location? Yes  No

Please select the limit you want below:

- \$40,000 per Claim  
 \$60,000 per Claim  
 \$80,000 per Claim  
 \$100,000 per Claim  
 \$120,000 per Claim

**Wave water damage** - Covers damage from tropical storm, hurricane wave water. Limit is \$15,000.00 per claim.

Do you want wave water damage coverage on this location? Yes  No

**Compressor Breakdown Coverage** - Covers damage arising from sudden and unusual breakdown of compressor and fill equipment. Does not apply to wear & tear.

Do you want compressor breakdown coverage on this location? Yes  No

Compressor / Fill Station Replacement Cost \$ \_\_\_\_\_

## Location #2

Please provide the same information as for location #1 for additional locations.

## Part 3 – Instruction / Supervision Liability

**For Dive / Snorkel Instruction & Supervision** conducted on your behalf by active status Dive Leaders (ACUC, BSAC, CMAS, IANTD, NAUI, NASDS, PADI, SDI, SSI, SEI, TDI, MDEA, ANDI, IDEA, PDIC, NASE, NACD, NSS-CDS, PSA, RAID, UTD). **Your Facility is Primary “Insured”** (at a cost saving) and you maintain control of the policy (no more issues with staff that forget to renew their policy!). Dive Staff Employees / Sub-contractors are also “insureds” while acting on your behalf. New hires are covered at no additional premium.

**Proof of Coverage for Training Agencies.** Your training agencies are added as “Additional Insured” and we issue certificates for you to provide to them. **Technical activities** are covered when the dive leader is certified to the level required. No additional premium to upgrade staff (I.E. divemasters to instructors etc.) during the policy period.

Do you want Instruction / supervision coverage under your policy? Yes  No

Please approximate your estimated 12 month Gross Receipts from your Dive Training / Supervision activities for all locations combined. \$ \_\_\_\_\_

Dive Training / Supervision Receipts

**The Standard Limit is \$2,000,000.00 per Claim / \$3,000,000.00 Annual Aggregate.**

Please select the limit you want below:

- \$2,000,000.00 per Claim / \$3,000,000.00 Annual Aggregate
- \$3,000,000.00 per Claim / \$4,000,000.00 Annual Aggregate
- \$4,000,000.00 per Claim / \$5,000,000.00 Annual Aggregate
- \$5,000,000.00 per Claim / \$6,000,000.00 Annual Aggregate
- \$10,000,000.00 per Claim / \$10,000,000.00 Annual Aggregate

Optional Dive Training Coverage

**Please check any optional coverage extensions you want us to quote:**

**Technical Dive Training / Supervision** - You must be certified to the appropriate Technical Level and specifically approved and sanctioned for these activities by your training agency for coverage to apply.

- Technical Endorsement A** - Adds coverage for training / supervision deeper than 130 feet / 40 meters and for gas mixtures other than Air or Nitrox (I.E. Tri-Mix). Purchasing this coverage will delete Exclusions 20 & 21.
- Technical Endorsement B** - Adds coverage for training / supervision with rebreathers (SCCR and/or CCR). Purchasing this coverage will delete Exclusion 22.

**Please indicate those activities you offer and the approximate number of annual certifications you expect your facility to issue for each category:**

Entry Level Certs issued # \_\_\_\_\_

DAD / Intro Certs issued # \_\_\_\_\_

Technical Certs issued # \_\_\_\_\_

Rebreather Certs issued # \_\_\_\_\_

Snorkeling Certs issued # \_\_\_\_\_

Other Certs issued # \_\_\_\_\_



Please describe the other types of training offered

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Dive Training / Supervision Staff

**Please advise the approximate number of current dive staff you will want covered under your policy. You will be asked to file a formal list upon binding coverage.**

Instructors	# _____
Dive Masters	# _____
Assistants	# _____
Trainees	# _____

Additional Insured

If you have pools, vessels, hotels, etc., that insist on formal proof of your coverage you can list their legal names below and have them added as additional insureds at no charge. We will add them to both General Liability and Dive Instruction / Supervision coverages and will issue a certificate for you to provide to them.

Legal Name \_\_\_\_\_

Relationship to you \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Country: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Please add a list of other Additional Insureds, with complete information as above if needed.

Acceptance of Terms

The signing of this application does not Bind the Applicant, nor does it bind the Insurers, but it is agreed that the information herein shall be the basis of the Insurance coverage to be provided and such application will form part of the Policy issued. Any falsification or misrepresentation will be deemed a breach of Contract, voiding all coverage.

Statement of Understanding: We (I) acknowledge that this proposed Insurance Coverage does not provide any Coverage or Defense for Liability arising out of Snow Ski Rentals/Sales/Adjustments, Commercial Diving Operations, nor for Liability arising out of the ownership, use, maintenance, loading or unloading of any aircraft, watercraft or automobile. We (I) acknowledge that this proposed Insurance Coverage does not provide any Coverage or Defense for Liability arising out of the enactment of any Workers

Compensation legislation. We (I) also acknowledge that it is a condition of this coverage that all Instructional Personnel carry Professional Liability Insurance through their Teaching Association(s) unless the Instruction / Supervision Liability Insurance extension is purchased under this program. We (I) acknowledge that no Coverage or Defense will be provided in respect of Liability arising out of any activities involving Instructional Personnel unless the Instruction / Supervision coverage option is purchased.

\_\_\_\_\_  
Signature of Applicant or Authorized Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker