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First Dive – Dive Training Agency Errors & Omissions Insurance 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 Training Agency Errors & Omissions program has 5 separate coverage areas:

- Dive Agency Errors & Omissions** – addresses your legal liability for bodily injury and/or property damage arising from the promulgation of standards and procedures for the certification of Scuba Divers, Diving Professionals (Dive Instructors, Assistant Instructors, Dive Masters, Dive Control Specialists and Emergency Response Divers) and the publishing of support and safety-oriented materials including training texts, manuals, formatted charts and tables.
- Commercial General Liability** - addresses your legal liability for bodily injury and/or property damage arising from the use of products that you manufacture or distribute.
- Property / Contents coverage** - furniture, fixtures, stock, rental equipment, compressor, computers, tools, business interruption etc.
- Instructional / Supervision Liability** – replaces the individual instructor coverage carried by your staff. Covers you for liability arising from your dive staff while conducting Training, Demo Days etc.
- Dive Vessels** – Hull & Machinery, Third Party Liability coverage (ask for a Dive Vessel application).

Applicant Information

Desired Effective Date: (dd/mm/yyyy) _____

Legal Name: _____

Contact Name: _____

Corporation Individual Partnership Other Explain _____

Address: _____

City: _____ Country: _____ Zip Code: _____

Work Phone: _____ Cell Phone: _____ Fax: _____

Email: _____ Website: _____

Years in business under present name: _____

Years in business under other name: _____

Please provide details:

Please list all subsidiaries:

Current Insurance Information

Current Insurance Company: _____

Policy Expiration Date: _____

Present per Claim Limit: _____

Present Deductible/Retention: _____

Current Premium: _____

Part 1 – E&O Liability Coverage

Projected revenues for Upcoming Policy Period:

Membership Dues: \$ _____

Certification Revenues: \$ _____

Miscellaneous (publications, support materials, accessories, etc.):

Other: _____

Please explain other sources of revenue:

Gross Revenues for past 3 years

Please provide a summary of gross receipts for the past 3 years:

Year	Gross Revenues

Claims History

Please provide a summary of gross receipts for the past 5 years:

Year	Claims Paid	Reserves	Description

Has any insurer ever cancelled or refused to issue or renew your products liability insurance?

Yes No

If yes, please provide details:

In the past 24 months has any insurer made payments to or on behalf of any person or entity proposed for this insurance?

Yes No

If yes, please explain:

Has any person or entity proposed for this insurance given written notice under the provisions of any current or prior policy of any specific facts or circumstances which might give rise to a claim?

Yes No

If yes, please explain:

Limits of Liability Requested

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

Completely describe specific activities which you want insured:

Please provide us with a website address where we can view training materials, manuals, certification standards etc.:

Is the company public held, or a public reporting company under the Securities Exchange Act?

Yes No

In the past 18 months, has the company been involved with any actual, negotiated or attempted merger, acquisition or divestment?

Yes No

If yes, please provide details:

Does the company contemplate transacting any mergers or acquisitions in the next 12 months?

Yes No

If yes, please provide details:

Do current liabilities exceed current assets?

Yes No

If yes, please provide details:

Do long term liabilities exceed 75% of total assets?

Yes No

If yes, please provide details:

Will more than 50% of the total long-term liabilities mature within the next 18 months?

Yes No

If yes, please provide details:

In the last 2 fiscal years has any auditor rendered an “ongoing concern” opinion for the financial statements of the company?

Yes No

If yes, please provide details:

Please provide a brief narrative on your Quality Control Program – including internal and external testing and review procedures etc.:

Part 2 – 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, please explain below:

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).

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.).

Do you want coverage for non-motorized watercraft?

Yes No

Please describe the types of watercraft you rent:

Beach Rental Liability - Rental of beach chairs, lounges and umbrellas.

Do you want coverage for Beach Rentals?

Yes No

Please describe the types of watercraft you rent:

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.

Do you want coverage for Dive Travel?

Yes No

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.

Do you want coverage for Quarries, Lakes, Caves or Springs?

Yes No

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

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

Part 3 – 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

Claims Information

Are you aware of any Property or Building claims where an insurer has paid monies on your behalf in the past 5 years?

Yes No

If yes, please explain below:

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.

How many locations do you have?

How many locations do you have in total?

Location #1

Address same as mailing address?

Yes No

Address: _____

City: _____ Country: _____

State/Province: _____ Zip Code: _____

Location Details

Building Construction: Wood Frame Masonry Concrete

Central Station Monitored Alarm?

Yes No

**Note: there is no burglary coverage provided unless you have a monitored central station alarm installed and functioning properly at the time of loss.*

Pool on premises?

Yes No

Contents Coverage

Stock (your cost): _____

Retail Equipment (your cost): _____

Furniture/Fixtures: _____

Tenants Improvements: _____

Compressors/Fill station: _____

Total Contents Location #1: _____

Do you own the building?

Yes No

Building Coverage

How many square feet: _____

When was it built: _____

Replacement Cost: \$ _____

Total Building Coverage needed Location #1: _____

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: _____

Address: _____

City: _____ Country: _____

State/Province: _____ Zip Code: _____

Email: _____

Do you have another Loss Payee / Mortgagee that needs to be named on your policy for the building and / or contents coverage?

Yes No

Optional Coverage Location #1

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

Limit desired:

- \$40,000.00 per Claim
- \$60,000.00 per Claim
- \$80,000.00 per Claim
- \$100,000.00 per Claim
- \$120,000.00 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: \$ _____

Part 4 – 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

Dive Training/Supervision Receipts

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

Dive Training/Supervision 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

Optional Dive Coverage

Please select those coverage extensions you wish to add:

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
- DSD/Intro Certs issued
- Technical Certs issued
- Rebreather Certs issued
- Snorkeling Certs issued
- Other Certs issued

Please describe the other types of training offered:

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: _____ Country: _____

State/Province: _____ Zip Code: _____

Questions

Material questions regarding binding of coverage, endorsements and terms and conditions of coverage should be directed to Agile Underwriting Solutions firstdive@agileuw.ca

Excess and Surplus Lines Insurance Acknowledgement

This coverage is provided on an Excess and Surplus lines basis where the carrier is not required to be licensed by your State of domicile but is allowed to do business in your State on a non-admitted or unlicensed basis.

I have read and acknowledge this disclosure: _____

Acceptance of Terms

I hereby declare that I have read, understand, and accept the Terms, Conditions, Limitations and Exclusions as shown on this application. I hereby agree that any false statement made on this application will result in the coverage applied for being considered null and void from inception. In that event any premium paid will be returned.

All terms and conditions are subject to the actual Policy Wordings

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.

FRAUD WARNING:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

I have read and accept these terms: _____

Date: _____