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First Dive – Vessel 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 Vessel program has 4 separate coverage areas:

- Vessel Hull & Machinery coverage** - provides physical damage coverage for your vessel from grounding, sinking, fire, collision and machinery damage.
- Vessel Operating Liability coverage** – provides legal liability protection for 3rd party bodily injury and property damage caused by the operation of your vessel. Includes injury to passengers and can include injury to Crew (Jones Act Liability) as an option.
- Instructional / Supervision Liability** – replaces the individual instructor coverage carried by your staff.
- Optional In-Water Crew Liability** – provides legal liability for injury to your crew (Jones Act Liability) while diving on your behalf.

Broker Information

Broker Name: _____

Contact Person: _____

Email Address: _____

Telephone: _____ Fax: _____

Website: _____

Applicant Information

Desired Effective Date (dd/mm/yyyy) _____

Vessel Owner Legal Name _____

Contact Name _____

Corporation Individual Partnership Other Explain _____

Address: _____
City: _____ Province: _____ Country: _____
Work Phone: _____ Cell Phone: _____ Fax: _____
Email: _____ Website: _____

Part 1 – Hull & Machinery

How many vessels do you have? _____

Vessel #1

Vessel Hull & Machinery coverage is provided on an “Agreed Value” basis. This value is determined by a marine survey and based on “Current Market Value”. If your vessel is more than 5 years old you will need to provide a current marine survey for our review.

Vessel Name: _____ Vessel Registration #: _____

Current Market Value: \$ _____

Builder & Model: _____ Year Built: _____

Length: _____ Construction: _____

Purchase Date: _____

Number of Engines: _____ Make of Engines: _____

Horsepower: _____ Engine Fuel: _____

Engine Type: _____ Maximum Speed: _____

Trading Area

Country: _____ State/Province: _____

Please describe what activities the vessel is primarily engaged in:

What is the vessel registered as?

- Passenger Vessel
- Pleasure Vessel
- Six Pack
- Other

If other please explain:

Does this vessel have a Coast Guard Certificate of Inspection?

- Yes
- No

If yes, please email us a copy of your COI to firstdive@agileuw.ca

Condition & Valuation Survey

Is this vessel more than 5 years old?

- Yes
- No

If yes, please email us a copy of your current Survey to firstdive@agileuw.ca

Have all Survey recommendations been complied with?

- Yes
- No

If not please explain:

Does this vessel have a Coast Guard Certificate of Inspection?

- Yes

No

If yes, please upload/email us a copy to firstdive@agileuw.ca

Claims Information

Are you aware of any **Hull or Machinery** claims on this vessel, or others you own, where an insurer has paid monies on your behalf in the past 5 years?

- No Claims
- 1 Claim
- 2 Claims
- 3 Claims or more

If you have had claims please explain below:

Are you aware of any **Liability Claims** on this vessel, or others you own, where an insurer has paid monies on your behalf in the past 5 years?

- No Claims
- 1 Claim
- 2 Claims
- 3 Claims or more

If you have had claims please explain below:

Have you been declined insurance under any similar program?

- Yes
- No

If you answer yes, please explain below:

Loss Payee/Mortgagee

Do you have a Loss Payee / Mortgagee that needs to be named on your policy for the Vessel coverage?

Yes

No

Loss Payee/Mortgagee:

Skiff/Tender

Do you have skiff(s) or tender(s) that are normally carried aboard this vessel?

Yes

No

How Many?

Skiff #1

Current Market Value: \$ _____

Builder & Model: _____ Year Built: _____

Length: _____ Construction: _____

Skiff #2

Current Market Value: \$ _____

Builder & Model: _____ Year Built: _____

Length: _____ Construction: _____

Total Hull & Machinery coverage including skiffs (in \$)

Part 2 – Operating Liability Coverage

This coverage (Third Party Liability / Protection & Indemnity) provides legal liability protection for 3rd party bodily injury and property damage caused by the operation of your vessel. Includes injury to passengers and can include injury to Crew (Jones Act Liability) as an option. Please note that Diving Activities are not covered under this section – you need to purchase the Dive Training / Supervisory coverage for those activities.

Waiver/Release Agreements

Please note that we do require a Boat Travel Waiver to be completed by all passengers. Please upload/email us a copy of your current waiver to firstdive@agileuw.ca

Passengers

Please advise the maximum number of passengers carried aboard at any one time

Liability Limits

The Standard Limit is \$2,000,000 per Claim. Please select the limit you want on "Name of Vessel":

- \$2,000,000.00 per Claim
- \$3,000,000.00 per Claim
- \$4,000,000.00 per Claim
- \$5,000,000.00 per Claim
- \$10,000,000.00 per Claim

Optional Liability Coverage

Please check any Optional Coverage you want us to quote:

Crew Liability (Jones Act coverage)

For liability arising from injury to crew members (slip & fall) while onboard (excludes diving activities).

Do you want coverage for crew onboard?

- Yes
- No

Please advise the maximum number of crew carried aboard at any one time

The Standard Limit for onboard Crew Liability is \$250,000.00 per Claim. Please select the limit you want on "Name of Vessel"

- \$250,000.00 per Claim
- \$500,000.00 per Claim
- \$1,000,000.00 per Claim

In-Water Crew Liability (Jones Act coverage)

For liability arising from injury to crew members while diving on your behalf (teaching diving, guiding, retrieving anchors etc.).

Do you want coverage for crew onboard?

- Yes
- No

Please advise the maximum number of crew carried aboard at any one time

The Standard Limit for in-water Crew Liability is \$250,000.00 per Claim. Please select the limit you want on "Name of Vessel"

- \$250,000.00 per Claim
- \$500,000.00 per Claim
- \$1,000,000.00 per Claim

Host Liquor Liability

For liability arising from serving alcoholic beverages aboard.

Do you want coverage for Host Liquor Liability?

- Yes
- No

The Standard Limit for Host Liquor Liability is \$250,000.00 per Claim. Please select the limit you want on "Name of Vessel"

- \$250,000.00 per Claim
- \$500,000.00 per Claim
- \$1,000,000.00 per Claim

Marine Resource Damage

For liability arising from damage to marine resources (reefs, corals etc.) from dragging anchors, groundings, sinking. Many Governments are now applying fines and resource repair costs (replanting coral etc.) against vessel owners that cause such damage.

Do you want coverage for Marine Resource Damage Liability?

- Yes
- No

The Standard Limit for Marine Resource Damage Liability is \$250,000.00 per Claim. Please select the limit you want on "Name of Vessel"

- \$250,000.00 per Claim
- \$500,000.00 per Claim
- \$1,000,000.00 per Claim

Part 3 – Snorkel/Dive Liability

For Dive / Snorkel Instruction & Supervision conducted from your vessel 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 Vessel 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 for activities conducted from “Name of Vessel” under your policy?

- Yes
- No

Please advise the maximum number of **SNORKELERS** in the water at any one time

Please advise the maximum number of **DIVERS** in the water at any one time

Snorkel/Dive 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

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 from your vessel:

- 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:

Please list the Dive Crew you want covered under this vessel policy:

We will issue an Additional Insured certificate for each staff member listed and will name all training agencies listed as Additional Insured as well.

How many staff do you want to add?

Please provide a list with the following information for each staff member:

Name: _____ Primary Training Agency: _____

Certification Level (Instr., DM, AI): _____ Cert #: _____

Other Training Agency: _____ Cert #: _____

Other Training Agency: _____ Cert #: _____

Other Training Agency: _____ Cert #: _____

Other Training Agency: _____ Cert #: _____

(Note: selecting Tech A deletes Exclusions 20 & 21., Tech B deletes Exclusion 22., and Equipment Liability will amend Exclusion 25 as noted previously)

Coverage is not afforded under this insurance:

1. For any Claim by an Insured against another Insured.
2. For any Claim made by an employer against any Insured who is employed by or representing such employer.
3. For any obligation for which the Insured or any carrier as his/her insurer may be held liable under any worker's compensation law, unemployment compensation or disability benefits law, or under any similar or related law including but not limited to the Jones Act, the U.S. Longshoremen and Harbor Workers Act, the Americans with Disabilities Act, and any civil rights laws or legislation.
4. For Bodily Injury to any employee of the Insured arising out of and in the course of his/her employment by the Insured, including any obligation to indemnify another in whole or in part, for such Bodily Injury.
5. For liability assumed by the Insured under any contract or agreement.
6. For Bodily Injury and/or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile, aircraft or watercraft.
7. For Property Damage to:
 - a. Property owned or occupied by or rented to the Insured;
 - b. Property used by the Insured; or
 - c. Property in the care, custody or control of the Insured or property over which the Insured is for any purpose exercising physical control. (This exclusion does not apply to swimming pools rented by, used by, or occupied by the Named Insured.)
8. For any payments in the nature of fines, judicial sanctions, penalties, punitive and/or exemplary damages or multiples of compensatory damages.
9. For any Claim or Event reported to another insurance company prior to the inception of this insurance.
10. For any Claim arising out of any intentional, willful or deliberate act committed by or at the instigation of the Insured.
11. For any Claim arising out of invasion of privacy, libel, slander or defamation of character, false arrest, detention or imprisonment, assault or battery, or wrongful entry or eviction, including any allegation that the violation of any civil right caused or contributed to such Claim.
12. For any Claim which is directly or indirectly attributable to any failure to comply with any applicable statute, regulation, ordinance, directive or order, provided that the failure to comply is an intentional, willful or deliberate act or omission of the Insured.
13. For any Claim arising out of discrimination by the Insured, including, but not limited to, age, color, race, sex, creed, national origin, marital status, mental or physical disability.
14. For any Claim arising out of infringements of trademark, trade name, patent or copyright.
15. For any Claim based on the insolvency or bankruptcy of any person, firm or organization.
16. For any Claim arising out of the performance of a criminal act or caused by an Insured while under the influence of alcohol, intoxicants, narcotics or any mind-altering substances.
17. For any Claim arising out of or resulting from sexual abuse or harassment or licentious, immoral or sexual behavior, whether or not such act is intended to lead to, or culminate in any sexual act, whether caused by, at the instigation

of, at the direction of, or as a result of any act or omission by the Insured, his/her employees, patrons or from any causes whatsoever.

18. For any Claim in any way involving potential or actual transmission of or exposure to Human Immunodeficiency Virus (HIV), hepatitis, or any other infectious disease or any complex or syndrome related thereto, or to any Claim in any way relating to the use or misuse or confidentiality of any information relating to HIV disease, hepatitis, or any other infectious disease, including the failure to disclose the health status of any Insured.
19. a. For any Claim relating to the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants, however caused or whenever or wherever happening.
b. For any request, demand or liability to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize Pollutants, whether or not any of the foregoing are or should be performed by the Insured or by others

Pollutants means any electromagnetic transmissions or fields, or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, including medical waste. Waste also includes materials to be recycled, reconditioned or reclaimed.

20. For any Claim arising out of any diving activity planned or conducted to a depth in excess of 130 feet or 40 meters.
21. For any Claim arising out of any diving activity conducted using breathing gas mixtures other than compressed air and / or enriched air (EANx / Nitrox).
22. For any Claim arising out of any diving activity conducted using other than open circuit self-contained underwater breathing apparatus (SCUBA) or semi-closed underwater breathing apparatus (semi- closed rebreathers).
23. For any Claim arising from acts other than those specifically approved and sanctioned by the diver certification organization(s) listed on the declaration page for the Insured in his/her capacity as a skin diving leader, divemaster, instructor, divecon, assistant instructor or sustaining instructor.
24. For any Claim arising from acts other than those specifically approved and sanctioned for the Insured in his/her membership category as defined by the diver certification organization(s) listed on the declaration page.
25. For any Claim arising out of the failure of any product, including Scuba and snorkeling equipment, whether owned or non-owned by an Insured.
26. For any Claim arising out of any commercial or industrial diving activities, including but not limited to welding, construction, salvage, demolition, destruction, repair, maintenance, inspection of vessels or other in water structures, or the collection of organisms for consumption or commercial use.
27. For any Claim arising out of any Event in which the insured left or allowed the uncertified student involved in the claim to be unattended during in-water instruction, tests, or exercises.
28. For any Claim arising out of any Event in which the insured failed to provide the student involved in the claim with direct supervision to the degree required for the specific level of training being provided as defined by the diver certification organization(s) listed on the declaration page.
29. For any Claim arising out of any Event in which the insured failed to obtain a fully completed and signed medical history form from the student involved in the claim prior to any in-water instruction, tests, or exercises; and in the case of a minor the failure to have obtained the minor's parent's or guardian's signatures on the medical history form.
30. For any Claim arising out of any Event in which the medical history form obtained from the student involved in the claim contained contraindications to participation in diving activities and the insured failed to require the student to

obtain medical approval, based on a medical examination, from a licensed physician (who is not the student) prior to any in-water instruction, tests, or exercises.

31. For any Claim arising out of any Event involving instruction in which the insured failed to obtain from the student involved in the claim a fully completed and signed release of liability / assumption of risk agreement naming the insured as a released party and developed by 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 signatures on the release of liability / assumption of risk agreement.
32. For any Claim arising out of any Event involving any diving activities in which the insured failed to obtain from the participant involved in the claim a fully completed and signed release of liability / assumption of risk agreement naming the insured as a released party.
33. For any Claim arising out of any Event involving any diving activities in which the insured was not an active member in good standing with their certification organization at the time of the Event.
34. For any Claim arising out of any Event involving instruction in which the insured has failed to maintain records for the purpose of recording the progress of the student involved in the claim.
35. For any Claim arising out of any Event involving instruction in which the insured failed to maintain records for the purpose of evaluating the understanding of the instructional material by the student involved in the claim.
36. For any Claim arising out of any Event in which the insured has failed to maintain all records relating to the student involved in the claim for a minimum of five (5) years.
37. For any Claim arising out of any Event involving any training or supervisory dive conducted by the insured that is planned for depths greater than 100 meters / 330 feet or planned using gas mixes other than compressed air, oxygen, enriched air or tri-mix.
38. For any Claim arising out of any Event involving any training or supervisory dive conducted by the insured that was not in compliance with the standards, procedures and policies of the certification organization that sanctioned the training or diving activity involved.
39. For any Claim arising out of any Event 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 experience) that was not in compliance with the standards, procedures and policies of the certification organization that sanctioned the training or diving activity involved.
40. For any Claim arising out of any Event 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 experience) where the participant to Instructor ratio exceeds two to one. This ratio may be increased to four participants per Instructor when the Instructor is assisted by a certified Assistant Instructor or certified Dive Master.
41. For any Claim arising out of any Event 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 experience) involving participants under the age of 15 where the participant to instructor ratio exceeds one to one.

I hereby declare that I have read, understand and accept these Exclusions as shown.

Waiver/Release Agreements

Please note that we do require a Diving Waiver to be completed by all Divers. Please upload / email us a copy of your current waiver to firstdive@agileuw.ca

Co-Insured

If you have marinas, hotels, etc., that insist on formal proof of your coverage you can list their legal names below and have them added as co-insureds under your vessel policy at no charge. We will add them to both Vessel Operations Liability (Protection & Indemnity) and Dive Instruction / Supervision (Underwater Liability) coverages and will issue a certificate for you to provide to them.

Please provide a list of entities you want added as co-insured, with the following information on each:

Legal Name: _____

Relationship to you:

Address (Street Number):

Address (Street Name):

City: _____ Country: _____

State/Province:

Zip Code: _____

Additional Vessels

Please provide the same information as above for additional vessels:

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.

Statement of Understanding: We (I) 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.

I have read and accept these terms.

Date: _____