



## Individual Professional Liability Information Brochure & Claims Made Disclosure

**Certain Underwriters at Lloyd's of London**  
**First Flight Insurance Group, Inc.**  
**4112 North Croatan Highway, P.O. Box 1048**  
**Kitty Hawk, NC 27949 Call toll free 800-688-3178**

### **Limits of Liability**

\$1,000,000 per claim; \$2,000,000 aggregate  
*Defense is in addition to policy limits.*

### **Coverage**

The policy provides coverage for professional liability for individuals providing training in, orientation to, and supervision of swimming, snorkeling, and scuba diving or other activities related thereto, for acts, error or omission.

### **Policy Period**

Policy period is for one year, beginning at 12:01 AM on the effective date.

### **Policy Form**

Claims Made Policy—You are purchasing a claims-made policy for Professional Liability. Therefore the coverage applies to claims made during the policy period subject to the terms and conditions. Policy retained on file with NAUI Worldwide/NAUI Services Group or you may view the policy wording on NAUI's web site at [www.naui.org](http://www.naui.org).

### **Retroactive Date**

The policy retroactive date is determined as follows: June 30, 1992 (or) First date of "Continuous Claims Made Professional Liability Coverage" for individual insured/certificate holders, whichever is later.  
*Coverage is excluded for claims reported to, or should have been reported under a previous policy. If you are aware of any incident, it should be reported to the carrier during the 90-day extended reporting period.*

### **Additional Insureds**

The following are automatically additional insureds and do not need to be listed unless they require a certificate of insurance:

1. Retail Dive Businesses, including owners or partners
2. Educational Institutions, Certifying Agencies, Dive Trade Organizations
3. Governmental Agencies or Municipalities
4. Swimming Pools or Water Facilities, including owners or partners
5. Dive Boat Operators, including owners or partners
6. Resorts, Hotels, or Motels

### **Eligibility**

Current professionals residing in the United States (excluding Alaska), U.S. Virgin Islands, U.S. Territories or Possessions and Caribbean are eligible for this insurance.

### **Policy Summary**

This disclosure is an outline of coverage and a summary of the policy. The policy should be consulted to determine terms, conditions, exclusions, limitations, and governing contractual provisions. This policy is non-transferable. *Premiums are fully earned upon receipt. (Non-refundable)*

### **Warranties**

Your application becomes part of a warranted policy.

### **Territory and Defense**

This policy provides Worldwide Coverage.

### **Administrative Fee**

There is a \$20 administrative fee added to your policy.

### **Payment Problems**

Credit cards which are disputed without validity will be charged a \$35.00 service fee. Non-Sufficient Fund checks will be charged a \$35.00 NSF service fee. Coverage will be voided for lack of consideration if there is no immediate resolution of declined credit card, disputed credit card or NSF check.

### **Duties in the Event of an Occurrence, Claim or Suit**

All NAUI members, regardless of insurance status or country of residence, are required to immediately report an accident or incident by using the NAUI Accident Report Form. (Available at [www.naui.org](http://www.naui.org).) Send to: NAUI Legal Services, [legal@naui.org](mailto:legal@naui.org) or fax to 813-384-3992.

## **OPTIONAL COVERAGES:**

### **Technical Coverage**

Technical coverage can be extended by endorsement to provide coverage for training programs that exceed traditional program parameters. Recreational technical diving is that which is not commercial and automatically specifies the category for diving instruction under any of the following conditions:

- Depth beyond 130 fsw
- Breathing Gas: EAN greater than 40% oxygen, any other non-air mix
- Planned Decompression

This coverage applies only to teaching and supervision of recreational technical diving. This coverage is an extension to the primary Instructor Liability and cannot be purchased on its own.

- Restrictions: Coverage is available only to Active Status Technical Instructors and qualified Divemasters, Skin Diving Instructors, or Assistant Instructors.

### **Equipment Liability Package**

Professional Liability Insurance does not cover liability arising from equipment used in conducting scuba classes (except for the instructor's personal back-up equipment in the event it is provided to students as a substitute for facility provided equipment that is lost or has malfunctioned.) Normally, instructors are protected from equipment liability by the insurance carried by the facility (Dive Store, Resort, Boat Operator) providing the class equipment. An instructor who owns and provides his own equipment for classes requires additional equipment liability protection:

- Restrictions: Applies only to owned equipment, used in instructor's own classes and under instructor's supervision for additional listed fee. No bare rentals.

## **NEW! Automatic Insurance Renewal**

To enroll in the "Automatic Insurance Renewal" program, simply check the box on the insurance application and provide valid credit card information. Thirty (30) days before your policy Anniversary Date, NAUI Services Group will charge your credit card for the premium based on your existing coverage.

Automatic Insurance Renewal participation will continue as long as the insurance premium does not increase by more than six percent (6%) per annum. If at any time the premium increases by six percent (6%), you will be asked to reconfirm participation. Automatic Insurance Renewal participation is also based on your continuing NAUI membership.

To cancel your Automatic Insurance Renewal, you must submit a written request to NAUI Services Group, Inc. to be received no later than sixty (60) days before your policy Anniversary Date. This request may be sent via email to [insurance@nauiservicesgroup.com](mailto:insurance@nauiservicesgroup.com) or PO Box 89789, Tampa, FL 33689-0413 USA.

## **APPLICATION PROCESSING**

### **Did you remember to...?**

- Sign and date your application
- Answer all questions under the policy conditions warranty
- Renew your NAUI Membership
- Make a full and complete payment to NAUI Services Group.

### **Your application may not be processed if:**

- Your application is incomplete or unsigned
- Check is returned as not collectable
- Credit card number is incorrect, declined, or if expiration date and CVV code is not provided

### **Questions?**

Please call NAUI at 800-553-6284 or 813-628-6284



# INSURANCE DIVISION

insurance@nauiservicesgroup.com

## Individual Professional Liability Application

### PERSONAL INFORMATION: (PRINT OR TYPE)

Legal Name \_\_\_\_\_ Member # \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Country \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Country \_\_\_\_\_  
Home Phone \_\_\_\_\_ Cell Phone/Other \_\_\_\_\_  
FAX \_\_\_\_\_ E-mail \_\_\_\_\_

### COVERAGES: (CHECK THOSE THAT APPLY)

☐ Check here if this is a **new** application.

- ☐ \$570.46 Instructor ☐ \$570.46 Instructor in Training  
☐ \$344.17 Divemaster ☐ \$344.17 Divemaster in Training ☐ \$248.39 Equipment Liability (Add-on)  
☐ \$344.17 Skin Diving Instructor ☐ \$187.35 Retired ☐ N/C Technical Endorsement (Add-on)  
☐ \$187.35 Assistant Instructor ☐ \$187.35 Assisting Only (Sustaining Instructor)

**Options:** Excess limits coverage pricing available upon request, please call 1-813-628-6284.

Premium(s) Total \$ \_\_\_\_\_

☐ **Yes!** Enroll me in the **Automatic Insurance Renewal** program  
(For details, see page ii)

***This policy is non-transferable. All premiums are fully earned upon receipt and payable in U.S. Dollars. Coverage is bound upon processing of a completed and signed application and collection of premium payment.***

Card Holder Information if different than above: (Print or Type)

Card Holder Name \_\_\_\_\_  
Billing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Country \_\_\_\_\_  
Home Phone \_\_\_\_\_ Cell Phone/Other \_\_\_\_\_  
FAX \_\_\_\_\_ E-mail \_\_\_\_\_

Card Type: (Check only one) ☐ VISA ☐ MASTER CARD ☐ AMEX

Card # 

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Expires: 

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 CVV Code: 

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

☐ **Check or Money Order** # \_\_\_\_\_ Make checks payable to: **NAUI SERVICES GROUP.**

Premium includes taxes and fees. Send to: NAUI Services Group, Inc. P.O. Box 89789, Tampa, FL 33689-0413.

For certified mail, FedEx, or UPS, use 9030 Camden Field Parkway, Riverview, FL 33578- or FAX to (813) 628-8253.

### OFFICE USE ONLY

Date Received: \_\_\_\_\_ Effective Date: \_\_\_\_\_ Premium Total: \_\_\_\_\_ PR CODE: \_\_\_\_\_

Anniversary Date: \_\_\_\_\_ Approved By: \_\_\_\_\_ AI Attached? \_\_\_\_\_

## TRAINING WARRANTY

*Notwithstanding anything to the contrary contained herein, in consideration of the coverage provided, in addition to the premium charged, it is agreed that the insured warrants the acts and activities, insured herein, shall conform with the following agreements for dive training, it is agreed that failure to conform to the warranties shall cause this policy to be considered null and void at the breach of warranty and the underwriter agrees to remit the unearned premium upon demand.*

- During open water instruction and or test, no insured as defined shall leave or permit any uncertified student to be unattended, an exception to this occurs for the navigation exercise on the second or subsequent training dives only after evaluating the required skills.
- Entry level training or advanced training shall be planned within accepted recreational limits.
  - a. planned to 130 feet/40 meters or shallower
  - b. planned without mandatory stage decompression (safety stops are acceptable)
  - c. made using compressed air or oxygen enriched air (nitrox) only
- Each student shall be required to complete a medical history form at the beginning of training. The beginning of training is defined as the commencement of in-water training activities. If the medical history form of the student indicates any condition contrary to safe participation in diving activities, the student shall be required to obtain medical approval by a licensed physician based on a medical examination prior to any further in-water training. The medical history forms of minors are to be signed by parent(s) and/or legal guardian(s).
- "Written Release". It is hereby understood and agreed that before all diving trips which are for instructional and certification purposes, each student shall be required to execute a written release of liability/assumption of risk form. A written release for each student must also be completed at the beginning of training. This form will be an acknowledgment that they know that the dive site may be remote and that a recompression chamber may not be readily available and they still wish to continue and assume the risks in the absence of a recompression chamber. The written release forms of minors are to be signed by parent(s) and/or legal guardian(s).
- No scuba certification shall be given to anyone under the age of 10 years.
- In no event will medical approval be accepted wherein the physician signing the certificate is the student.
- Records used for the purpose of recording the student's progress shall be maintained by the instructor and/or dive center.
- Records of knowledge tests for the purpose of evaluating the student's understanding of the instructional material shall be maintained by the instructor and/or dive center.
- All records relating to individual students shall be retained for a minimum of five (5) years by the instructor and/or dive center.

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## POLICY CONDITIONS WARRANTY

1. ☐ **NO** ☐ **YES** Is there knowledge of a prior occurrence or do you foresee that a claim may be brought against you?  
**If yes, a written statement must accompany the application for each occurrence.**
2. ☐ **NO** ☐ **YES** I understand that coverage will not be afforded unless my professional membership is current, or I am in training. I also agree to abide by current National Training Standards. I have read and understand the warranties included herein. I have read and understand the retroactive coverage.
3. ☐ **NO** ☐ **YES** It is warranted that I have no knowledge of any incident or claims that occurred prior to the effective date of coverage that have not been reported to a previous insurance company. I also agree and understand that any claim which occurred prior to the effective date of coverage, and is a "claim made" within 90 days of the previous policy expiration date must be reported to the insurance company and will be **excluded** under this policy.

**Applicant's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Member #** \_\_\_\_\_

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## ADDITIONAL INSURED

The following are automatically additional insureds and do not need to be listed unless they require a certificate of insurance:

(1) Retail Dive Businesses, including owners or partners; (2) Educational Institutions, Certifying Agencies, Dive Trade Organizations; (3) Governmental Agencies or Municipalities; (4) Swimming Pools or Water Facilities, including owners or partners; (5) Dive Boat Operators, including owners or partners; (6) Resorts, Hotels, or Motels. Use additional sheets of paper if necessary.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_

(i.e. - pool owner, employer, etc.)

Revised May 2009

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_

(i.e. - pool owner, employer, etc.)

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