



PADI Asia Pacific

2023/2024

PADI DIVE CENTRE & GROUP DIVE CENTRE
Summary of Insurance Cover
Combined Liability Insurance



Policy Highlights

- 24 hour expert assistance coordinated with PADI
- Meets local Government insurance requirements
- Local expert lawyer and other services to assist you when needed
- Technical and Free Diving covered along with many other activities
- Option to include all professional staff working for your dive operation

www.padiinsurance.com.au

**PADI Dive Centre Combined Liability Insurance & Group Dive Centre Combined Liability Insurance
have been proudly arranged by;**



INTRODUCTION



V-Insurance Group has designed the following scuba diving related insurance products exclusively for PADI PRRA members.

- PADI Dive Centre Combined Liability Insurance
- PADI Group Dive centre Combined Liability Insurance

These Dive Centre Combined Liability policies embrace the following covers

1. Public & Products Liability
2. Professional Indemnity
3. Criminal Prosecution, Coroner's Inquest and Workplace Health and Safety Legal Defence Costs
4. Crisis / Media Management

Who is V-Insurance Group?

V-Insurance Group Pty Ltd is one of the world's leading insurance brokers providing specialist services and resources to clients in the Sports, Leisure and Recreation industries. Set up collaboratively with international insurance broker, WTW, V-Insurance Group operates as Corporate Authorised Representative (CAR No 432898) of WTW and manages the risk and insurance needs of national and international clients alike.

V-Insurance Group is managed by Rob Veale who, along with a team of insurance professionals, has looked after the PADI Asia Pacific insurance program for over 25 years. More details on V-Insurance Group can be obtained by visiting www.vinsurancegroup.com

Who is Willis Towers Watson?

Willis Towers Watson (now known as WTW) is one of the largest and oldest insurance brokers in the world, with 40,000 employees across 140 countries. More information on WTW can be obtained by visiting;

www.wtw.com

Who is the insured?

DIVE CENTRE Combined Liability Insurance

The policy provides Combined Liability coverage for your Dive Centre, all employees, volunteers and contractors whilst working for or conducting insured activities. Please however note that any employed or contracted qualified diving professionals must purchase their own cover.

Group DIVE CENTRE Combined Liability Insurance

The policy provides Combined Liability coverage for your Dive Centre and any nominated Instructors, Assistant Instructors and Divemasters, employees, volunteers and contractors whilst working for or conducting insured activities. PADI professionals that are not nominated on your policy but employed or contracted by your Dive Centre must purchase their own cover.

Emergency and first aid training by nominated EFR Instructors are also covered under this policy.

Important note

It is a PADI Asia Pacific membership requirement for members in the following countries to have Combined Liability insurance;



Australia



Fiji



New Caledonia



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PADI Group DIVE CENTRE Combined Liability

What are the benefits of a Group Dive Centre Combined Liability policy?

- ✓ Dive Stores / Resorts are able to apply for Combined Liability insurance coverage for their Dive Centre(s) and staff in one application.
- ✓ The Group Dive Centre Combined Liability premium is offered at a reduced premium to the standalone Dive Centre Combined Liability policy.
- ✓ Dive Centres can pay the insurance for their staff and ensure that they are all covered.
- ✓ By effecting cover for all professional staff the dive store could consider allowing the staff to repay the dive centre over an extended period. This ties them to the dive stores and assists your staff.

What activities are covered?

Classroom and water-based learning activities and modules including first aid training and certification, the determination of standards by the accrediting agency and all activities relating to training, instructing, observing and control of recreational scuba diving.

The cover includes all activities relating to snorkelling, skin diving, swimming, recreational surface supplied air, free diving, technical diving, mermaid diving, servicing, hiring and repairing of equipment and sales of related products, reef tours on glass bottom boats (vessel liability is only available to members in Australia and only covers vessels up to 15 metres in length), transportation of people by water from one island to the other, bird watching, guided tours when not diving, jungle and/or bush walking, kayaking/canoeing, fishing, spear fishing, underwater photography and/or video, whale watching, scuba doos/underwater scooters, beach games and the collection and reporting of data obtained by volunteer snorkelers and divers on the health of coral reefs, Stand Up Paddleboarding, coral reef conservation, coral reef management issues to the general community, business and Government Agencies, underwater scientific projects, and film media projects, bike riding, sea kayaking and skippering of a boat (when suitably qualified).

It also includes Marine Hull and Passenger Liability for Marine Hulls under 15 metres in length, please note that Marine Hull Liability arising from Personal use (i.e. not business use) is not covered.

Dive stores and resorts organising, selling and promoting diving activities and retail sales are also covered under this policy, along with the dive stores exposure as a property owner and occupier.

For all other activities not listed above, please contact V-Insurance Group who will liaise with the insurer on your behalf.

Insurance Cover

1. Public & Products Liability

This section provides protection for insured entities and persons that are held liable for a negligent act that results in property damage or bodily injury to a third party, as a result of an accident occurring during the period of insurance (including an accident arising and reported to the insurer from the loaning of dive gear, the servicing of equipment and/or air tank refilling) but excluding professional duty (refer point 2. Professional Indemnity).

Limits of Liability

Public Liability

Dive Centre Members AUD20,000,000 any one claim.

Products Liability

Dive Centre Members AUD20,000,000 any one claim and in total for the period of insurance.

If you require a higher limit of liability, please contact V-Insurance Group.

Products Liability

Cover is included for the amount the Dive Centre becomes legally liable to pay as a result of the manufacture, sale, supply, or hire of any goods.

Other benefits;

- ✓ Property Owner's liability
- ✓ Use of wharves (not owned)
- ✓ Liability for watercraft up to 15 metres in length arising from members located in Australia conducting insured activities
- ✓ Goods in care, custody and control (limit AUD1,000,000 any one claim and in the aggregate)
- ✓ Pressured vessel explosion
- ✓ Liability as a tenant

2. Professional Indemnity

This section provides indemnity to insured entities and persons if they are held liable for an error or incorrect advice which results in injury or property damage or financial loss to a third party, which have been committed or alleged in connection with scuba diving and other insured activities.

Limit of Liability

Professional Indemnity AUD20,000,000 any one claim and in the aggregate during the period of insurance.

Other Benefits

- Coverage extends to include all scuba diving activities you are involved in and is not limited to the instruction of courses via PADI. The PADI policy extends to cover the instruction of courses via SSI, NAUI and any other accredited certifying agency.
- Automatic run-off insurance is included to provide cover once you have ceased actively working.
- The definition of bodily injury includes, sickness, disease, disability, shock, fright, mental anguish and mental injury, false arrest, false imprisonment, wrongful detention, malicious prosecution, libel, slander, defamation, being falsely accused of sexual assault, sexual harassment, sexual molestation or rape.

3. Criminal Prosecution, Coroner's Inquest and Workplace Health and Safety Legal Defence Costs

This section indemnifies you for legal costs and expenses incurred in or at:

- Defending a criminal prosecution.
- Pleas of mitigation for a criminal defence against an insured.
- Any Coroner's inquest or inquiry.
- Any Royal Commission or Government inquiry.
- Any legal process taken under Workplace, Health and Safety Act, or similar legislation in any state, territory or country.

Limit of Liability

AUD300,000 any one claim and in the aggregate for the period of insurance.

4. Crisis / Media Management

This benefit is payable in the event of a death or permanent disability claim for costs such as counselling and/or media management.

Limit of Liability

AUD150,000 in the aggregate during the period of insurance.



Further information that applies to all sections

What is the policy excess?

There is a \$1000 excess each and every claim.

Exclusions (applicable to all sections)

The following points are automatically excluded from the PADI Combined Liability policies (for the full list please refer to the policy wording);

- Claims previously notified under any previous policy.
- Claims made against you prior to the commencement of the policy period.
- Claims and circumstances known to you prior to taking up a PADI Membership or noted on your Professional Liability application or any earlier application.

Note: These claims and circumstances may be indemnified by your previous insurer if they have been reported.

- Marine Hull liability for hulls over 15 metres in length for members located in Australia. Personal use is excluded from the PADI Policy.

Further information that applies to all sections

NOTICE OF CLAIM, SUIT, OR INCIDENT (APPLIES TO ALL SECTIONS OF THE COMBINED LIABILITY INSURANCE POLICY)

A claim (as defined) must be made against the insured during the Period of Insurance for this policy to apply; and the insured must immediately notify PADI Asia Pacific of any such claims. Such notification must be given during the period of insurance for this policy to apply. You are not to admit liability for, or settle, any claim or incur any costs or expenses without the insurer's written approval.

JURISDICTIONAL LIMITATIONS

This policy will cover you for a claim brought in a court of law anywhere in the world (excluding China, USA and Canada).

GEOGRAPHICAL LIMITATIONS

Worldwide excluding China, USA and Canada

INSURER

Sompo Japan Insurance Inc. (Incorporated in Japan), Australia Branch ABN: 31 000 837 801, AFSL: 530900. c/o Littlewoods Services Pty Limited, Certain Underwriters at Lloyds and Canopus Australia & Pacific Australia Branch.

HOW DO I APPLY FOR COVERAGE?

Go to www.padiinsurance.com.au

Frequently Asked Questions

FAQ

GENERAL QUESTIONS

How do I buy insurance?

Go to www.padiinsurance.com.au and register or login to progress to the online portal.

When does cover commence?

The policy commences on 30 September 2023 or the day your application is completed and payment is received by V-Insurance Group, whichever is the later date. If your application is not completed correctly or the premium is not paid, then cover will not be effected until these matters have been resolved.

When does the cover expire?

Cover ceases on 30 September 2024 regardless of when the policy is effected. Please note pro-rata premiums apply throughout the year.

Can I apply for insurance over the phone with a credit card?

Unfortunately, we are unable to effect insurance over the phone.

Legislation and compliance require you to confirm, in writing or online, certain conditions etc. The easiest and quickest way to effect cover is online. If you have any problems, please contact the V-Insurance service team on +61 2 8599 8660.

What do we receive as confirmation of our insurances?

Once you have successfully completed your online application you will be able to view/print your Certificate of Insurance online. Your Certificate of Insurance will also be emailed. Members who have forwarded a paper application will also receive a copy of their Certificate by email, if an email address has been provided.

GENERAL QUESTIONS

If my application is returned to me, am I still covered?

No. Coverage is not effective until the correctly completed application form and payment is received by V-Insurance Group.

Am I covered for commercial diving activities?

No. Commercial diving is excluded under the policy. However we may be able to arrange a separate policy. Please contact our office for any other insurance.

Is enriched air and free diving covered?

Yes. There is not an exclusion for enriched air or free diving.

Will the dive store be covered by the Policy if we cease to operate or sell the business?

Yes, the PADI Combined dive Centre Liability policy provides automatic run-off cover if you were to sell or close your business. The run-off cover continues to cover you for incidents which have already occurred but you do not know about yet for as long as the PADI Insurance Program is available and has this extension.

Do you have non-PADI or non-diving activities that require cover?

Not all activities are covered by the PADI Asia Pacific Combined Liability. Please refer to a list of the activities covered on page 2 of this brochure. To insure other activities such as surfing, banana boat rides and sailing etc, please contact V-Insurance Group for a quotation. Please note that an additional premium and higher policy excesses may apply for these activities.

Frequently Asked Questions

FAQ

GENERAL QUESTIONS

Can we have a municipal council or property owner noted on our policy, if it is a requirement as part of a lease/hire agreement?

Yes. Third parties can be noted on your policy for their respective rights and interests. This does not mean that the third party will be indemnified by your policy if they are held legally responsible. Please contact V-Insurance Group (padi@vinsurancegroup.com) if you need a third party noted on your policy as an interested party.

Does my PADI Dive centre Combined Liability policy cover me while conducting referral dives?

Yes. There is no exclusion for conducting open water training dives for a student diver who has completed academic and confined water training with another instructor or certification agency.

I have Professional Indemnity/Liability insurance with another company that expires in October. Will this be adequate to be placed into teaching status?

Yes. Providing your policy meets the minimum PADI requirements. You will need to supply a certificate of insurance directly to PADI Asia Pacific.

Does this insurance policy cover my booking agent located outside of Asia Pacific?

This policy will cover a booking agent owned by the Dive Store in full, anywhere in the world.

If the booking agent is owned by a third party, the policy will only respond for their respective rights and interest and not for their negligence.

Who do I contact if I am aware of an incident that may give rise to a claim?

You must complete a PADI diving incident report form and forward it to PADI Asia Pacific.

Why do I need Professional Liability insurance if all our diving professionals, including myself, have our own cover?

The following scenarios could occur or lead to a claim against your Centre:

- Your staff selling diving products may provide advice to a customer that turns out to be incorrect, the customer is injured because of this advice then takes legal action against the Dive Centre for compensation for damages.
- On a busy Saturday morning your member of staff (non-Professional) who repairs equipment is rushing to get all the jobs done so your customers can pick up their gear. In the rush, they fail to check one customer's regulator is functioning properly. As a result, the customer suffers a major injury whilst diving that day.
- You engage an instructor to work for your Dive Centre, they stay with you for three months before moving onto another country. You have no forwarding address for him. One year after they have left your Dive Centre, a customer that they instructed whilst they were employed by you is now seeking compensation for an injury that occurred due to incorrect instruction.

Any of these hypothetical scenarios could lead to a claim being made against you as a Dive Centre owner. Despite whether you are liable or not you will still need to defend your Dive Centre's entity name. With the PADI Dive Centre Combined Liability Policy, you can rest assured that you have adequate cover.

Does the Liability policy cover the Liability of the dive boats we own and operate?

Only if the vessel is under 15 metres in length and used for business use (personal use is not covered) in Australia by Australian members. Most boat policies have a separate Liability coverage. V-Insurance Group can arrange both Hull and Liability Insurance for your Marine Hull(s) including those over 15 metres in length for members located in Australia. Please note the policy does not cover dive boats when used for personal use.

I own two or more Dive Centres. Do I need to take out two policies?

The Dive Centre Combined Liability insurance premium applies to one Primary Dive Centre membership. In the event one or more linked Dive Centre memberships operates under a majority common ownership an additional premium of \$600 per store will apply. Majority common ownership means the same individual/entity owns more than 50% of both the primary Dive Centre membership and the linked Dive Centre membership.

Linked Dive Centre Members with less than 50% common ownership will have the same premium as a primary Dive Centre membership applied.

Are my customers & students covered under my Liability policy for injuries or emergency transport where my Dive Centre is not liable?

No. In order for your liability policy to respond your Centre would have had to have acted negligently.

V-Insurance Group do however offer an insurance product called the PADI Dive Centre Injury & Evacuation Insurance for Customers and Students. This policy would respond regardless of who is responsible.

Are contractors covered?

Yes, excluding (dive professionals). Contractors engaged by an insured Dive Resort are covered whilst working for and conducting insured activities.

Frequently Asked Questions

FAQ

GROUP PRRA COMBINED LIABILITY QUESTIONS

What is the PADI Group Dive Centre Combined Liability policy?

The PADI Group Dive Centre Combined Liability policy provides Dive Centres with the option to insure their Centre, the Instructors, Divemasters and Assistant Instructors that are employed by them, all under the one policy.

What is the difference between a Dive Centre Combined Liability policy and a Group Dive Centre Combined Liability policy?

The Dive Centre Combined Liability policy does not cover PADI Professionals, it covers only the insured Dive Store, employees, volunteers and contractors (excluding scuba professionals) whilst conducting insured activities. The Group Dive Centre policy covers your Dive Centre and any nominated Instructors, Assistant Instructors and Divemasters, employees, volunteers and contractors whilst working for or conducting insured activities.

Is the coverage under the Group Dive Centre policy the same as the Dive Centre Combined Liability policy and the individual Instructors, Assistant Instructors and Divemasters?

Yes, the coverage under the Group policy is identical to that offered under the other PADI Combined Liability policies.

Is there a limit on the number of Instructors, Assistant Instructors and Divemasters that can be insured under the policy?

No, you can list as many Instructors, Assistant Instructors and Divemasters as you like on your policy.

Do I have to advise V-Insurance Group if a staff member leaves the employment of my Centre?

If the staff member leaving is not being replaced with anyone else under the Group Policy you do not need to advise V-Insurance Group. If the staff member leaving is being replaced with someone new, you will need to notify V-Insurance Group.

Do I have to pay an additional premium if an Instructor, Assistant Instructor or Divemaster joins the Group policy part way through the policy period?

If the new staff member has been insured via another Dive Centre's Group policy or has their own individual insurance, no additional premium is required when they join your Group Policy. If however, the new staff member is not currently insured, an additional premium will be required. This premium will be pro rated if the new staff member joins your Group policy part way through the policy period.

Are the Instructors, Assistant Instructors and Divemasters covered when teaching non PADI courses?

Yes, the Group policy provides coverage for the instruction of courses via other certifying agencies.

Are the Instructors, Assistant Instructors and Divemasters covered when conducting work outside the employment of the Dive Centre?

Yes, individuals insured under the group policy are covered for work outside the Dive Centre.

Other Insurance Products

Please contact V-Insurance Group if you would like more information or an insurance quotation for one of the following insurance policies, which have been designed specifically for PADI members.

Please note some of the policies below cannot be offered in certain countries. The only policy able to be offered outside of Australia is PADI Dive Centre & Evacuation insurance for Customers and Students.

- PADI Commercial Marine Hull
- PADI Business Insurance
- PADI Dive Centre Injury and Evacuation Insurance for Customers & Students
- PADI Travel Insurance
- PADI Dive Centre Directors & Officers Liability Insurance

Important Notes

Duty of Disclosure

This duty requires you to tell the Insurer everything that you know that is relevant to their decision to insure you and, if so, on what terms. A matter is relevant, if you or a reasonable person in the circumstances, would know it is relevant. You must tell the Insurer these things before cover is issued, and whenever you renew, extend, vary or reinstate a policy of insurance.

You do not have to tell the Insurer things that:

- reduce the risk,
- are common knowledge,
- the insurer already knows or should know in the course of our business, or
- the insurer indicates they don't want to know

If you don't tell the insurer everything that you know is relevant, they may;

- refuse a claim
- reduce a claim payment or settlement, cancel your policy,

Privacy Statement

We are covered by the Federal Privacy Act and its National Privacy Principles, which set out standards for the collection, use, disclosure and handling of personal information. We respect your privacy and are committed to protecting your personal information even when you are no longer a client. Our Privacy Policy is available on request.

Cancellation

This is a non-cancellable/refundable policy, unless cancelled within the 14 day cooling off period. The policy is designed this way to protect you against any future liability law suits which may be brought against you that you are not aware of right now.

Financial Services Guide

The V-Insurance Group Financial Services Guide (FSG) contains important information about our relationship with you. A copy of our FSG can be obtained by contacting V-Insurance Group or from our website, www.padiinsurance.com.au.

Other Information

The information in this brochure is only a summary of the cover provided. The policies with full terms and conditions are available by contacting V-Insurance Group or visiting www.padiinsurance.com.au.

- The premiums for the PADI PRRA Combined Liability policies are included on the application forms. These premiums include all stamp duties, levies and taxes where applicable.
- The policies commence on 30 September 2023 and expire on 30 September 2024.
- PADI Asia Pacific is not and does not represent itself as a licensed insurance broker by endorsing the products outlined in this brochure.

Contact Us



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