

Boatowners Policy

AU10722



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General

Definitions Used In This Policy

1. **You or your**—means the person named on the Policy Declarations as the insured and that person's resident spouse.
2. **Allstate, we, us or our**—means the company named on the Policy Declarations.
3. **Insured person**—means **you** and, if a resident of **your** household:
 - a) any relative; and
 - b) any dependent person in **your** care.

Under the **Watercraft Liability** coverage and the **Watercraft Medical Payments** coverage, **insured person** also means:

- c) any other person or organization using watercraft with **your** permission.
- d) any other person or organization liable for the use of watercraft by one of the above **insured persons**.

4. **Boat**—means a boat designed for use on water and its permanently attached equipment, including but is not limited to:
 - a) inboard motors;
 - b) inboard-outboard motors;
 - c) citizen band radios;
 - d) ship to shore radios;
 - e) radar and sonar systems; and
 - f) depth finders and other transmitting and receiving systems.

However, the term **boat** does not include an **outboard motor**.

5. **Boat equipment**—means:
 - a) Portable and detachable equipment and accessories owned by **you** and used with **your watercraft** which are customarily kept in or on **your watercraft** for the maintenance, use or operation of **your watercraft**;
 - b) Dinghies and tenders and their outboard motors owned by **you** and used to service **your watercraft**.
 - c) Citizens band radios, ship to shore radios, radar and sonar system, depth finders and other transmitting and receiving systems while in or on **your watercraft**, unless permanently attached to **your boat**.

Boat equipment does not include boat trailers, fuel, provisions, cameras, portable radios other than citizens band radios and ship to shore radios, fishing equipment, water skis and other sporting equipment and **personal effects**.

6. **Bodily injury**—means physical harm to the body, sickness or disease, including required care, loss of services and resulting death, except that **bodily injury** does not include:
 - a) any venereal disease;
 - b) herpes;
 - c) Acquired Immune Deficiency Syndrome (AIDS);
 - d) AIDS Related Complex (ARC);
 - e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above;

Under **Watercraft Medical Payments** coverage, **bodily injury** means physical harm to the body, sickness or disease, including required care, and resulting death, except that **bodily injury** does not include:

- a) any venereal disease;
- b) herpes;
- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

7. **Business**—means any trade, profession or occupation. This includes a boat repair yard, marina, yacht club, boat sales agency, boat service station, shipyard or similar boat business. Entertainment of business clients for recreational or leisure time activities on **your watercraft** is not considered a **business**.
8. **Outboard motor**—means a motor that may be attached to the outside of a hull. An **outboard motor** also includes remote controls, electric harnesses, batteries and pressure control tanks.
9. **Newly acquired watercraft**—means a **boat, outboard motor** or boat trailer which **you** acquire ownership of during the current premium period.

This newly acquired **boat, outboard motor** or boat trailer must:
 - a) replace property insured by this policy; or
 - b) be additional property, and **we** insure all other **boats** and **outboard motors you** own.
 Coverage under this policy applies only if **you** notify **us** within 30 days after the property is acquired by **you** and **you** pay any additional premium due.
10. **Non-owned watercraft**—means property of similar size and type as **your watercraft**, used with the owner's permission, and not owned by or furnished for the regular use of an **insured person**.
11. **Property damage**—means physical injury to or destruction of tangible property, including loss of its use.
12. **Temporary substitute watercraft**—means property of similar size and type as **your watercraft**, not owned by an **insured person** or a resident of **your** household, while being temporarily used because **your watercraft**:
 - a) is being serviced or repaired; or
 - b) has been stolen or destroyed.
13. **Your watercraft**—means:
 - a) the **boats** and **outboard motors** described on the Policy Declarations; and
 - b) **newly acquired watercraft**.

14. **Personal effects**—means personal property owned by the **insured person** only when aboard the boat and not involved in the maintenance, use or operation, or personal property owned by the **insured person** being loaded or unloaded from the boat. This includes but is not limited to clothing, fishing equipment, water skis and other sporting equipment.

Insuring Agreement

In reliance on the information **you** have given **us**, **Allstate** agrees to provide the coverages indicated on the Policy Declarations of this policy. In return, **you** must pay the premium when due and comply with the policy terms.

Subject to the terms of this policy, the Policy Declarations shows the applicable coverages, limits of liability and premiums. The policy applies only to losses which occur during the policy period, as shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

Agreements We Make With You

We make the following agreements with **you**:

Conformity To State Statutes

When the policy provisions are in conflict with the statutes in **your** state, the provisions are amended to conform to such statutes.

Coverage Changes

When **Allstate** broadens coverage during the premium period without charge, **you** have the new features if **you** have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The premium for this policy is based on information **you** have given **us**. **You** agree to cooperate with **us** in determining if the information is correct and complete. **You** agree that if the information **you** have given **us** is incorrect, incomplete or changes, **we** may adjust **your** premium accordingly during the premium period.

Any calculation of **your** premium or changes in **your** coverage will be made using the rules, rates and forms on file, if required, for **our** use in **your** state. The rates in effect at the beginning of the premium period will be used to calculate any change in **your** premium.

Policy Transfer

You may transfer this policy to another person only with **our** written consent.

Continued Coverage After Your Death

If **you** die, coverage will continue until the end of the premium period for:

1. **Your** legal representative while acting as such, but only with respect to the property described in **Property We Cover in Your Property-Coverage TT** under this policy on the date of **your** death.
2. An **insured person**, and any person having proper temporary custody of the property described in **Property We Cover in Your Property-Coverage TT** until a legal representative is appointed and qualified.

Cancellation

Your Right to Cancel:

You may cancel this policy by returning it to **us** or by notifying **us** in writing of the future date **you** wish to stop coverage.

If **you** cancel this policy, or fail to pay the proper premium and **we** cancel this policy, **your** return premium, if any, will be calculated on a short rate basis.

Our Right to Cancel:

Allstate may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations.

If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days notice. If the cancellation is for any other reason, **we** will give **you** at least 30 days notice.

Our mailing the notice of cancellation to **you** will be deemed to be proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice.

If **we** cancel this policy for any reason other than non-payment of premium, **your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

Our Right Not to Continue or Renew:

Allstate has the right not to continue or renew the policy beyond the current premium period. If **we** don't intend to continue or renew the policy, **we** will mail **you** notice at least 30 days before the end of the premium period. **Our** mailing the notice of non-renewal to **you** will be deemed to be proof of notice.

Concealment Or Fraud

This policy is void if **you** intentionally conceal or misrepresent any material fact or circumstance, before or after loss. **We** do not cover any other **insured person** who has concealed or misrepresented any material fact or circumstance, before or after a loss.

What Law Will Apply

This policy is issued in accordance with the laws of Texas and covers property or risks principally located in Texas. Subject to the following paragraph, the laws of Texas shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other occurrence for which coverage applies under this policy happens outside Texas, claims or disputes regarding that covered loss to property, or any other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to property, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in Texas. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in Texas, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other occurrence for which coverage applies under this policy happens outside Texas, lawsuits regarding that covered loss to property, or any other covered occurrence may also be brought in the judicial district where that covered loss to property, or any other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

Section I—Your Property

Your Property—Coverage TT

Property We Cover:

1. The **boats, outboard motors, boat equipment**, and boat trailers described on the Policy Declarations.
2. **Your newly acquired watercraft.**

Losses We Cover

We will pay for physical loss to the property described in **Property We Cover** in **Your Property—Coverage TT**, except as limited or excluded in this policy.

Losses We Do Not Cover:

We do not cover loss to the property described in **Property We Cover** in **Your Property—Coverage TT** resulting in any manner from:

1. wear and tear; marring; scratching; gradual deterioration, blistering, osmosis or electrolysis; inherent vice; rust; corrosion; mold; wet or dry rot.
2. a latent or physical defect. This exclusion applies only to the item having the latent or physical defect.
3. structural or electrical or mechanical breakdown, or overheating. Any loss that follows is covered unless specifically excluded.
4. ice or freezing.
5. repairing, renovating, servicing or maintenance. Fire or explosion resulting from any of these is covered, but only for loss caused by the fire or explosion.
6. infidelity of an **insured person's** employees.
7. infidelity of any person to whom the property described in **Property We Cover** in **Your Property—Coverage TT** is entrusted or rented.
8. intentional or criminal acts of an **insured person**, if the loss that occurs;
 - a) may be reasonably expected to result from such acts; or
 - b) is in fact the intended result of such acts.
9. damage occurring while the property described in **Property We Cover** in **Your Property—Coverage TT** is used:
 - a) in any illegal transportation or trade;
 - b) by others under a lease, rental or charter agreement;
 - c) for the transportation of people or property for a fee; or
 - d) in a **business**.

10. damages occurring while **your watercraft** is in any sanctioned race, speed or jumping contest. This exclusion does not apply when **your watercraft** is:
 - a) a sailboat; or
 - b) in a "predicted-log" cruise.
11. confiscation or seizure by a government authority.
12. conversion or embezzlement of **your watercraft** by any person in possession of **your watercraft** which is subject to a bailment lease, conditional sale, purchase agreement or encumbrance.
13. neglect by an **insured person** to take all reasonable steps to save and preserve property described in **Property We Cover** in **Your Property—Coverage TT** at and after a loss or when the property described in **Property We Cover** in **Your Property—Coverage TT** is endangered by a loss **we** cover.
14. nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do not cover direct loss by fire resulting from nuclear action.
15. war or warlike acts, including insurrection, rebellion or revolution.

Additional Coverages

1. Necessary Repairs After A Loss

We will pay the reasonable expense for necessary repairs to protect property described in **Property We Cover** in **Your Property—Coverage TT** from further loss following a loss **we** cover. This protection does not increase the amount of insurance that applies to the property described in **Property We Cover** in **Your Property—Coverage TT** being repaired.

2. Emergency Service

We will pay up to \$100 for the reasonable expense **you** incur resulting from the following emergency service to **your watercraft** or boat trailer:

- a) mechanical labor at the place of its breakdown;
- b) towing to the nearest garage, marina, service station or other service point where necessary repairs can be made;
- c) towing it out if it is stuck;
- d) delivery of fuel, oil, battery, or change of tire. **We** do not pay for the cost of these items.

No deductible applies to this coverage.

3. Wreck Removal

We will pay the reasonable cost you incur for any attempted or actual raising, removal or destruction of the wreck of **your watercraft**, if:

- a) the peril causing the loss is covered; and
- b) removal or destruction of the wreck is required by law or governmental authority.

The amount payable for damage to **your watercraft** plus the cost of removal or destruction of the wreck may exceed the **Your Property—**

Coverage TT limit for **your watercraft**. In that case, an additional 5% of the **Your Property-Coverage TT** limit will be available to cover wreck removal costs.

Section I Conditions

1. Deductible

We will pay only when a covered loss exceeds the deductible shown on the Policy Declarations for that coverage. **We** will then pay only the excess amount, unless **we** have indicated otherwise in this policy.

If **we** cover more than one **boat**, a deductible applies to each **boat** and its **boat equipment, outboard motor** and boat trailer, if any, as shown on the Policy Declarations. Otherwise, no more than one deductible shall apply to loss arising out of one occurrence.

2. Territory

This policy applies only while the property described in **Property We Cover in Your Property-Coverage TT** is within the United States of America or Canada or within 100 nautical miles of either.

3. Seaworthiness Warranty

You warrant that **your watercraft** will be kept in a safe and navigable condition whenever afloat and/or being operated.

4. Insurable Interest And Our Liability

In the event of a covered loss, **we** will not pay for more than the insurable interest of an **insured person** in the property described in **Property We Cover in Your Property-Coverage TT**, nor more than the amount of coverage afforded by this policy.

5. What You Must Do After a Loss

In the event of a loss to any property described in **Property We Cover in Your Property-Coverage TT** that may be covered by this policy **you** must:

- a) promptly give **us** or **our** agent written notice. Report any theft to the police as soon as possible.
- b) protect the property described in **Property We Cover in Your Property-Coverage TT** from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- c) give **us** a detailed list of the damaged, destroyed or stolen property described in **Property We Cover in Your Property-Coverage TT**, showing the quantity, description, actual cash value and the amount of loss claimed.
- d) produce available bills, receipts and related documents, or certified copies, that substantiate the loss claimed.
- e) as often as **we** reasonably require:
 - 1) show **us** the damaged property described in **Property We Cover in Your Property-Coverage TT**.
 - 2) submit to examinations under oath and sign a transcript of the same.
- f) at **our** request, give **us** a signed, sworn proof of loss within 60 days from the date of loss. This statement must include the following information:

- 1) the date, location and cause of loss;
- 2) the interest **you** and others have in the property described in **Property We Cover in Your Property-Coverage TT**, including any encumbrances;
- 3) other insurance that may cover the loss;
- 4) any changes in ownership of the property described in **Property We Cover in Your Property-Coverage TT** that have occurred during the policy period;
- 5) an inventory of the damaged or stolen property described in 5.c).

6. Our Settlement Options

In the event of a covered loss, **we** have the option to:

- a) repair or replace all or any part of the damaged, destroyed or stolen property described in **Property We Cover in Your Property-Coverage TT** with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property described in **Property We Cover in Your Property-Coverage TT**; or
- c) take all or part of the property described in **Property We Cover in Your Property-Coverage TT** at the agreed or appraised value.

We will notify **you** of the option or options **we** intend to exercise within 30 days after **we** receive your signed, sworn proof of loss.

7. How We Settle A Loss

Covered Loss under **Your Property-Coverage TT** will be settled by one of the following methods:

- a) Total losses to property described in **Property We Cover in Your Property-Coverage TT** will not exceed the smallest of the following amounts:
 - 1) the actual cash value at the time of the loss, which means there may be a deduction for depreciation;
 - 2) the respective limit of liability shown on the Policy Declarations applicable to the **boats, outboard motors, boat equipment** or boat trailers; or
 - 3) \$30,000 for **newly acquired watercraft**.
- b) Repair cost for partial losses to property described in **Property We Cover in Your Property-Coverage TT** if the Policy Declarations do not indicate that the Repair Cost Option applies:

We will pay the actual cost to repair or replace all or any part of the property described in **Property We Cover in Your Property-Coverage TT** to its physical condition at the time of loss using parts produced by or for the original manufacturer, or parts from other sources, including, but not limited to non-original equipment manufacturers, with a deduction for depreciation. **We** may calculate depreciation as a percentage of the entire loss, or as a percentage of each of the component parts that is subject to wear.

When repair or replacement is made, payment will not exceed the smallest of the following amounts:

- 1) the repair cost of the damaged property described in **Property We Cover in Your Property-Coverage TT** less depreciation. **We** will not pay more than the cost to make repairs in accordance with:
 - a) the maker's specifications; or
 - b) generally accepted shipyard repair practices;
 - 2) the amount actually and necessarily spent to repair or replace the damaged property described in **Property We Cover in Your Property-Coverage TT**;
 - 3) the respective limit of liability shown on the Policy Declarations applicable to the **boats, outboard motors, boat equipment** or boat trailers; or
 - 4) \$30,000 for **newly acquired watercraft**.
- c) Repair cost for partial losses to property described in **Property We Cover in Your Property-Coverage TT** if the Policy Declarations indicate that the Repair Cost Option applies:

We will pay the actual cost to repair or replace all or any part of the property described in **Property We Cover in Your Property-Coverage TT** to its physical condition at the time of loss using parts produced by or for the original manufacturer, or parts from other sources, including, but not limited to non-original equipment manufacturers, with no deduction for depreciation. This provision applies only to partial losses.

When repair or replacement is made, payment will not exceed the smallest of the following amounts:

- 1) the repair cost of the damaged property described in **Property We Cover in Your Property-Coverage TT**. **We** will not pay more than the cost to make repairs in accordance with:
 - a) the maker's specifications; or
 - b) generally accepted shipyard repair practices;
- 2) the amount actually and necessarily spent to repair or replace the damaged property described in **Property We Cover in Your Property-Coverage TT**;
- 3) the respective limit of liability shown on the Policy Declarations applicable to the **boats, outboard motors, boat equipment** or boat trailers; or
- 4) \$30,000 for **newly acquired watercraft**.

Repair or replacement of canvas materials and sails will be settled on an actual cash value basis at the time of the loss, which means there may be a deduction for depreciation on these items.

If **we**, at **our** option, elect to pay for the cost to repair or replace all or any part of the property described in **Property We Cover in Your Property-Coverage TT**, **our** liability does not include any decrease in the property's value, however measured, resulting from the loss and repair or replacement.

8. Recovery Cost

Loss to the **boat** and **outboard motor** described on the Policy Declarations will be regarded as total loss when **we** determine that the expense of recovering the damaged property described in **Property We Cover in Your Property-Coverage TT** would exceed **our** limit of liability.

9. Our Payment Of Loss

We will settle any covered loss with **you**. **We** will pay **you** unless another payee is named in the policy. **We** will pay within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between **you** and **us**, a court judgment, or an appraisal award.

10. Appraisal

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where **you** live to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

11. Abandoned Property

We are not obligated to accept any property described in **Property We Cover in Your Property-Coverage TT** abandoned by an **insured person**.

12. Our Rights To Recover Payment

When **we** pay for any loss, **your** rights of recovery from anyone else become **ours** up to the amount **we** have paid. **You** must protect these rights and help **us** enforce them.

13. Suit Against Us

No suit or action may be brought against **us** unless there has been full compliance with all the policy terms. Any suit or action must be brought within one year after the date of loss.

14. No Benefit To Bailee

This insurance will not benefit any person or organization who may be caring for or handling **your** property described in **Property We Cover in Your Property-Coverage TT** for a fee.

15. Loss Payable Clause

If a loss payable is named on the Policy Declarations, any loss payable under Section I shall be paid to **you** and the loss payable, as interests appear. Loss covered under Section I will be adjusted with **you** only.

16. Other Insurance

If both this insurance and other insurance apply to a loss, **we** will pay **our** share. **Our** share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

Section II—Watercraft Liability And Watercraft Medical Payments

Watercraft Liability—Coverage AA

Losses We Cover:

We will pay all sums arising from an accidental loss which an **insured person** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** resulting from the ownership, maintenance, or use of **your watercraft, temporary substitute watercraft, non-owned watercraft, boat equipment** or boat trailers.

We may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, **we** will provide a defense with counsel of **our** choice, even if the allegations are groundless, false or fraudulent. **We** are not obligated to pay any claim or judgment after **we** have exhausted **our** limit of liability.

Losses We Do Not Cover:

1. **We** do not cover any **bodily injury** or **property damage**:
 - a) which may reasonably be expected to result from the intentional or criminal acts of an **insured person** or which are in fact intended by an **insured person**.
 - b) while **your watercraft, temporary substitute watercraft, boat equipment, non-owned watercraft** or boat trailer is used:
 - 1) in any illegal transportation or trade;
 - 2) by any others under a lease, rental or charter agreement; or
 - 3) for the transportation of people or property described in **Property We Cover in Your Property—Coverage TT** for a fee.
 - c) while **your watercraft, temporary substitute watercraft, boat equipment, non-owned watercraft** is in any sanctioned race, speed or jumping contest. This exclusion does not apply when **your watercraft** is:
 - 1) a sailboat; or
 - 2) in a "predicted-log" cruise.
 - d) while **your watercraft, temporary substitute watercraft, boat equipment, non-owned watercraft** is:
 - 1) being carried in or upon a motorized land vehicle; or
 - 2) on a boat trailer attached to, or being towed by, a motorized land vehicle.

- e) while any boat trailer is attached to, or is being towed by, a motorized land vehicle.
- f) arising out of the past or present **business** pursuits of an **insured person**.
- g) arising out of the rendering of or failure to render professional services.
- h) caused by war or warlike acts, including insurrection, rebellion or revolution.
- i) arising out of para-sailing or kite-skiing.

2. **We** do not cover **bodily injury** to an **insured person** or **property damage** to property described in **Property We Cover in Your Property—Coverage TT** owned by an **insured person**.
3. **We** do not cover **bodily injury** to any person eligible to receive benefits required to be provided or voluntarily provided by an **insured person** under any:
 - a) workers' compensation, non-occupational disability or occupational disease law; or
 - b) Federal Longshoremen's and Harbor Workers' Compensation Act.
4. **We** do not cover any liability an **insured person** assumes under any unwritten contract or agreement. **We** will not cover any contract or agreement in connection with a **business** of an **insured person**.
5. **We** do not cover **property damage** to property described in **Property We Cover in Your Property—Coverage TT** rented to, occupied or used by or in the care of an **insured person**. This exclusion doesn't apply to a launching ramp, dock or boat storage house rented exclusively to **you**.

Watercraft Medical Payments—Coverage CC

Losses We Cover:

We will pay the reasonable expenses incurred for necessary medical, surgical, X-ray and dental services; ambulance, hospital, licensed nursing and funeral services; and prosthetic devices, eyeglasses, hearing aids, and pharmaceuticals. These expenses must have resulted from the ownership, maintenance or use of **your watercraft, temporary substitute watercraft, non-owned watercraft, boat equipment** or boat trailers by an **insured person**.

These expenses must be incurred and the services performed within three years from the date of an accident causing **bodily injury** covered by this policy.

Payments will also be made to an **insured person** who sustains **bodily injury** while in the water if struck by any boat.

Losses We Do Not Cover:

1. **We** do not cover **bodily injury**:
 - a) which may reasonably be expected to result from the intentional or criminal acts of an **insured person** or which are in fact intended by an **insured person**.
 - b) while **your watercraft, temporary substitute watercraft, boat equipment, non-owned watercraft** or boat trailer is used:

- 1) in any illegal transportation or trade;
 - 2) by any others under a lease, rental or charter agreement; or
 - 3) for the transportation of people or property described in **Property We Cover in Your Property-Coverage TT** for a fee.
 - c) while **your watercraft, temporary substitute watercraft, boat equipment, non-owned watercraft** is in any sanctioned race, speed or jumping contest. This exclusion does not apply when **your watercraft** is:
 - 1) a sailboat; or
 - 2) in a "predicted-log" cruise.
 - d) arising out of para-sailing or kite-skiing.
 - e) while **your watercraft, temporary substitute watercraft, boat equipment, non-owned watercraft** is:
 - 1) being carried in or upon a motorized land vehicle; or
 - 2) on a trailer attached to, or being towed by, a motorized land vehicle.
 - f) while any boat trailer is attached to, or is being towed by, a motorized land vehicle.
 - g) arising out of the past or present **business** pursuits of an **insured person**.
 - h) arising out of the rendering of or failure to render professional services.
 - i) caused by war or warlike acts, including insurrection, rebellion or revolution.
2. **We** do not cover **bodily injury** to any person eligible to receive any benefits voluntarily provided, or required to be provided, under any:
- a) workers' compensation, non-occupational disability or occupational disease law; or
 - b) Federal Longshoremen's and Harbor Workers' Compensation Act.

Additional Coverages

We will pay, in addition to the limits of liability:

1. Claim Expenses

We will pay:

- a) all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**.
- b) interest accruing on damages awarded until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy. Interest will be paid only on damages which do not exceed **our** limits of liability.
- c) premiums on bonds required in any suit **we** defend. **We** will not pay bond premiums in an amount that is more than **our** limit of liability. **We** have no obligation to apply for or furnish bonds.
- d) up to \$300 for each bail bond needed because of an accident or violation of boating safety regulations. **We** have no obligation to apply for or furnish bonds.
- e) up to \$50 per day for loss of wages and salary, when **we** ask **you** to attend trials and hearings.
- f) any other reasonable expenses incurred by an **insured person** at **our** request.

2. Emergency First Aid

We will pay reasonable expenses incurred by an **insured person** for first aid to other persons at the time of an accident involving **bodily injury** covered under this policy.

Section II Conditions

1. Territory

This policy applies only while **watercraft** is within the United States of America or Canada or within 100 nautical miles of either.

2. What You Must Do After An Accidental Loss

In the event of **bodily injury** or **property damage**, **you** must do the following things:

- a) Promptly notify **us** or **our** agent, in writing, stating:
 - 1) your name and policy number;
 - 2) the date, the place and the circumstances of the loss;
 - 3) the name and address of anyone who might have a claim against an **insured person**;
 - 4) the names and addresses of any witnesses.
- b) Promptly send **us** any legal papers relating to the accident.
- c) At **our** request, an insured person will:
 - 1) cooperate with **us** and assist **us** in any matter concerning a claim or suit;
 - 2) help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**;
 - 3) attend any hearing or trial.

Any **insured person** will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

3. What An Injured Person Must Do—Watercraft Medical Payments

If someone is injured, that person, or someone acting for that person, must do the following:

- a) Promptly give **us** written proof of the loss. If **we** request, this must be done under oath;
- b) Give **us** written authorization to obtain copies of all medical records and reports;
- c) Permit doctors **we** select to examine the injured person as often as **we** may reasonably require.

4. Our Payment Of Loss—Watercraft Medical Payments

We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured person**.

5. Our Limits Of Liability

Regardless of the number of **insured persons**, injured persons, claims, claimants or policies involved, our total liability under the **Watercraft Liability** coverage for damages resulting from one accidental loss will not exceed the limit shown on the Policy Declarations. All **bodily injury** and **property damage** resulting from one accidental loss or from continuous or repeated exposure to the same general conditions is considered the result of one accidental loss.

Our total liability under the **Watercraft Medical Payments** coverage for all medical expense payable for **bodily injury** to any one person shall not exceed the "each person" limit shown on the Policy Declarations.

There will be no duplication of payments made under the **Watercraft Liability** and **Watercraft Medical Payments** coverages of this policy. All payments made to or on behalf of any person under the **Watercraft Medical Payments** coverage will be considered as advance payments to that person and reduce the damages payable under the **Watercraft Liability** coverage of this policy.

6. **Bankruptcy**

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured person**.

7. **Our Rights To Recover Payment—Watercraft Liability**

When we pay any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount we have paid. An **insured person** must protect these rights and help us enforce them.

8. **Suit Against Us**

- a) No suit or action can be brought against us unless there has been full compliance with all the terms of this policy.
- b) No suit or action can be brought against us under the **Watercraft Liability** coverage until the obligation of an **insured person** to pay is finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person, and us.
- c) No one shall have any right to make us a party to a suit to determine the liability of an **insured person**.

9. **Other Insurance—Watercraft Liability And Watercraft Medical Payments**

If both this insurance and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that the limits of this insurance bears to the total limits of all applicable insurance.

However, this insurance will be excess over any other insurance that covers **newly acquired watercraft, non-owned watercraft or temporary substitute watercraft**.

Section III—Optional Coverages

Optional Coverages You May Buy

The following Optional Coverages apply only when they are indicated on the Policy Declarations and premiums are shown. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. **Personal Effects—Coverage PE**

Property We Cover:

When **Personal Effects** appears on the Policy Declarations, we will pay for physical loss to **personal effects** owned by an **insured person** while aboard **your watercraft**.

Property We Do Not Cover:

- a) Personal property specifically described and insured by this or any other insurance;
- b) money;
- c) jewelry;
- d) precious and semiprecious stones;
- e) watches;
- f) gold other than goldware;
- g) silver other than silverware;
- h) platinum;
- i) furs;
- j) travelers checks;
- k) securities or other valuable papers;
- l) animals;
- m) **boats, outboard motors, boat equipment** or boat trailers; or
- n) contact lenses and prosthetic devices.

Limitations On Certain Personal Property

A limitation applies to the following group of personal effects:

\$ 500 — Silverware, goldware and guns.

Losses We Do Not Cover:

We do not cover loss:

- a) resulting from a loss we do not cover in Section I of this policy.
- b) resulting from mysterious disappearance.
- c) caused solely by breakage of eyeglasses, cameras, photographic lenses, glassware and similar fragile articles, unless caused by fire, explosion, collision or sinking of **your watercraft**.

How We Settle A Loss

We will not pay more than the smallest of the following amounts:

- a) the actual cash value of the property described in **Property We Cover** in **Personal Effects—Coverage PE** at the time of loss. This means there may be a deduction for depreciation;
- b) the amount necessary to repair or replace the damaged or stolen property described in **Property We Cover** in **Personal Effects—Coverage PE**; or
- c) the limit of liability shown on the Policy Declarations, or any special limit described in **Personal Effects—Coverage PE**.

Deductible

We will pay only when the covered loss under this optional coverage exceeds a \$100 deductible. No more than one deductible shall apply to loss arising out of one occurrence.

Other Insurance

This insurance shall be excess over any other insurance that covers loss to personal effects.

2. **Emergency Service—Coverage ES**

The \$100 limit applying to emergency service covered in this policy is increased to the amount shown on the Policy Declarations.