

## MEDICAL PAYMENTS COVERAGE PART BOAT AND OUTBOARD MOTOR

Coverage provided under this coverage part is also subject to the "terms" and conditions in the Boat And Outboard Motor Coverage form under the sections titled Agreement, Definitions, Loss Payment, and Conditions.

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### ADDITIONAL DEFINITIONS

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In addition to the definitions in the Boat And Outboard Motor Coverage form, the following definitions apply to this Medical Payments Coverage Part only:

1. "Bodily injury" means bodily harm to a person and includes sickness, disease, or death and any required care.

However, "bodily injury" does not mean bodily harm, sickness, disease, or death that arises out of:

- a. mental or emotional injury;
- b. suffering; or
- c. distress

that does not result from actual physical injury to a person.

2. "Insured" means:
  - a. "you";
  - b. "your" relatives if residents of "your" household;
  - c. persons under the age of 21 years residing in "your" household and in "your" care or the care of "your" resident relatives; or

- d. persons using or having control of:

- 1) the "boat" described on the "declarations"; or
- 2) property covered under Newly Acquired Property.

3. "Medical expenses" means the reasonable charges for:

- a. medical care;
- b. surgery;
- c. X-ray, CAT scan, or MRI;
- d. dental care;
- e. ambulance services;
- f. hospital care;
- g. professional nursing services;
- h. funeral services;
- i. prosthetic devices;
- j. hearing aids or eyeglasses, including contact lenses;
- k. prescription drugs; and
- l. first aid at the time of the accident.

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### COVERED LOSSES

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1. **Coverage** -- "We" pay the necessary "medical expenses" for "bodily injury" to an "insured" arising out of the ownership, maintenance, or use of a "boat" described on the "declarations".

"We" also pay the necessary "medical expenses" for "bodily injury" to an "insured" arising out of the ownership, maintenance, or use of:

- a. a newly acquired "boat"; and
- b. a non-owned "boat"

as described in the Boat And Outboard Motor Coverage form under Coverage Extensions - Newly Acquired Property and Non-owned Property.

2. **Time Limitation** -- "We" only pay the necessary "medical expenses" for "bodily injury" to an "insured" if the expenses are incurred or medically determined within two years from the date of the accident.

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## EXCLUSIONS

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The following exclusions apply to this Medical Payments Coverage part:

1. **Criminal Acts** -- "We" do not pay for "bodily injury" that arises out of the criminal acts of an "insured" including illicit transportation or trade.
2. **Intentional Acts** -- "We" do not pay for "bodily injury" that results from an intentional act of an "insured".
  - a. "Bodily injury" that results from an intentional act of an "insured" includes, but is not limited to, "bodily injury" that is:
    - 1) expected, directed, or intended by an "insured"; or
    - 2) the result of an intentional and malicious act by or at the direction of an "insured".
  - b. The intentional acts exclusion applies even if the "bodily injury":

- 1) that occurs is different than what was expected, directed, or intended by the "insured"; or
- 2) is suffered by persons other than those expected, directed, or intended by the "insured".

This exclusion does not apply to "bodily injury" that arises out of the use of reasonable force by an "insured" to protect people or property.

3. **Land Transportation** -- "We" do not pay for "bodily injury" while a "boat" is being transported or towed by a land vehicle or a trailer.
4. **Racing And Stunt Activity** -- "We" do not pay for "bodily injury" that occurs while a "boat" is involved in an organized or impromptu race including, but not limited, to:

- a. preparation for a race;
- b. participation in a race; or
- c. practicing or qualifying for a race.

A race means any competition for speed or endurance whether against another competitor or time.

"We" also do not pay for "bodily injury" that occurs while a "boat" is involved in an organized or impromptu contest involving stunts.

5. **Use Without Permission** -- "We" do not pay for "bodily injury" to anyone using a "boat" without the permission of the owner of the "boat".
6. **Used To Earn Income** -- "We" do not pay for "bodily injury" that occurs while a "boat" is being used to earn income or compensation including, but not limited to:
  - a. transporting people or delivering goods for a fee; or

- b. rental of a "boat", "motor", or "boat trailer" to others.
7. **Workers Compensation** -- "We" do not pay for "bodily injury" to a person who is entitled to benefits that are provided or required to be provided under any law or regulation covering:
- a. workers' compensation;
  - b. non-occupational disability; or
  - c. occupational disease.

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## WHAT MUST BE DONE IN CASE OF LOSS -- MEDICAL PAYMENTS

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1. **Notice** -- In case of a loss, the "insured" must give "us" or "our" agent prompt notice. "We" may request written notice. The notice to "us" must state:
  - a. the name of the "insured";
  - b. the policy number; and
  - c. the time, place, and details of the loss.
2. **Cooperation** -- All "insureds" seeking coverage and the representative or representatives of all "insureds" seeking coverage must cooperate with "us" in any matter concerning a claim or lawsuit.
3. **Volunteer Payments** -- An "insured" must not, except at the "insured's" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses.
4. **Proof Of Claim** -- In case of an accident, the injured person must:
  - a. give "us" written proof of claim (under oath if "we" request) as soon as practical;

- b. authorize "us" to get copies of medical records; and
- c. submit to physical examinations by doctors chosen by "us" when and as often as "we" may reasonably require.

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## HOW MUCH WE PAY -- MEDICAL PAYMENTS

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1. **Deductible** -- No deductible applies to this coverage.
2. **Limit** -- The "limit" shown on the "declarations" for Medical Payments Coverage, is the most "we" will pay for all "medical expenses" payable for "bodily injury" to one person as a result of an occurrence. The "limit" applies regardless of the number of:
  - a. persons insured under this form;
  - b. parties who sustain injury;
  - c. claims made or suits brought;
  - d. "boats", "motors", or "boat trailers" shown on the "declarations";
  - e. "boats", "motors", or "boat trailers" involved in the accident; or
  - f. policy periods involved.
3. **Other Insurance** -- This form is excess over any other insurance. However, if the other insurance is specifically written as excess insurance over this form, the "limit" of this form applies first.

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