

## LIMITED PROPERTY DAMAGE LIABILITY COVERAGE PART BOAT AND OUTBOARD MOTOR

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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 DEFINITION

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In addition to the definitions in the Boat And Outboard Motor Coverage form, the following definition applies to this Limited Property Damage Liability Coverage Part only:

"Property damage" means physical injury to or destruction of tangible property.

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### COVERED LOSSES

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1. **Coverage** -- "We" cover damage to property of others caused by the accidental collision of a "boat":
  - a. described on the "declarations";
  - b. covered under Newly Acquired Property;  
or
  - c. covered under Non-owned Property.
2. **Coverage Limitation** -- "We" only cover "property damage" when an "insured" is legally liable for the damages.

### COVERAGE EXTENSION

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In addition to the "limit" of liability for Limited Property Damage Liability Coverage, "we" will pay the following:

#### Defense Or Settlement Of Suit

1. **Coverage** -- "We" will settle or defend a claim or suit seeking damages if the claim or suit resulted from "property damage" caused by accidental collision of a covered "boat".
2. **Coverage Limitations** -- Such defense will be provided at "our" expense by counsel that "we" choose.

"We" pay for the costs incurred by "us" and the costs taxed to an "insured" in a suit "we" defend. "We" do not have to provide a defense after "we" have paid an amount equal to the "limit" that applies as a result of judgment or written settlement.

3. **Limit** -- The most "we" pay for costs incurred in any one suit "we" defend under this Coverage Extension is equal to the "limit" shown on the "declarations" for Limited Property Damage Liability Coverage.
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### EXCLUSIONS

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The following exclusions apply to Limited Property Damage Liability Coverage:

1. **Contractual Liability** -- "We" do not pay for "property damage" assumed by an "insured" under any contract or agreement.

2. **Criminal Acts** -- "We" do not pay for "property damage" that arises out of the criminal acts of an "insured" including illicit transportation or trade.
3. **Intentional Acts** -- "We" do not pay for "property damage" that results from an intentional act of an "insured".
  - a. "Property damage" that results from an intentional act of an "insured" includes, but is not limited to, "property damage" 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 "property damage":
    - 1) that occurs is different than what was expected, directed, or intended by the "insured"; or
    - 2) is suffered by persons, entities, or property not expected, directed, or intended by the "insured".

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

4. **Land Transportation** -- "We" do not pay for "property damage" that occurs while a "boat" is being transported or towed by a land vehicle or a trailer.
5. **Use Without Permission** -- "We" do not pay for "property damage" while an "insured" is using a "boat" without the permission of the owner.
6. **Property Owned, Occupied, Used, Or Rented** -- "We" do not pay for "property damage" to property:
  - a. owned by an "insured";

- b. used by an "insured"; or
- c. rented to or in the care of an "insured".

7. **Racing And Stunt Activity** -- "We" do not pay for "property damage" 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 "property damage" that occurs while a "boat" is involved in an organized or impromptu contest involving stunts.

8. **Used To Earn Income** -- "We" do not pay for "property damage" that occurs while a "boat" is 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.

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## WHAT MUST BE DONE IN CASE OF LOSS -- LIMITED PROPERTY DAMAGE LIABILITY

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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. **Notices, Demands, And Legal Papers** -- In the case of a collision that might result in a claim for "property damage" to others, "you" must promptly give "us" copies of all notices, demands, and legal papers that relate to the collision or claim.
5. **Assistance With Claims And Suits** -- At "our" request, "you" must help "us":
- a. to settle a claim;
  - b. to conduct suits including being at trials and hearings; and
  - c. in the securing of and giving of evidence.
- b. parties who sustain damage;
  - 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. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
4. **Insurance Under More Than One Policy** -- This form is excess over any other insurance. If the other insurance is specifically written as excess insurance over this form, the "limit" of this form applies first.

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## HOW MUCH WE PAY -- LIMITED PROPERTY DAMAGE LIABILITY

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1. **Deductible** -- No deductible applies to this coverage.
2. **Limit** -- The "limit" shown on the "declarations" for Limited Property Damage Liability Coverage is the most "we" will pay for "property damage" of others as a result of an occurrence. The "limit" applies regardless of the number of:
- a. persons insured under this form;

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## ADDITIONAL POLICY CONDITION

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In addition to the conditions in the Boat And Outboard Motor Coverage form, the following condition applies to Limited Property Damage Liability Coverage only:

**Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an "insured" does not relieve "us" of "our" obligations under this form.

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