



UNINSURED BOATERS ENDORSEMENT

Refer to Supplemental Declarations if information is not shown on this form.

We provide coverage under this endorsement subject to the *terms* contained in the General Policy Provisions.

COVERAGE U-UNINSURED BOATERS

WHAT *WE* PAY FOR

We pay, up to *our* limit of liability, those compensatory damages that *you* would be legally entitled to recover from the owner or operator of an **uninsured boat** arising out of ***bodily injury*** sustained by *you* and caused by an accident arising out of an **uninsured boat**.

We are not bound by any award of damages arising out of a suit or action brought without *our* written consent.

HOW MUCH *WE* PAY FOR LOSS OR CLAIM FOR UNINSURED BOATERS COVERAGE

The limits of liability for Uninsured Boaters Coverage is shown below.

Limits of Liability:

\$ _____ per *occurrence*.

ADDITIONAL DEFINITIONS

Uninsured Boat-is the boat which caused *your* bodily injury and which is otherwise:

1. not covered for ***bodily injury*** liability by an insurance policy, bond, or self insurance program;
2. a hit and run boat and the owner and/or operator cannot be identified or located; or
3. a boat for which insurance is in force but the insurer becomes insolvent prior to settlement.

A boat owned or operated by a governmental agency is not considered to be an **uninsured boat**.

WHAT *WE* DO NOT PAY FOR

We do not pay for ***bodily injury***:

1. to anyone who occupies or is struck by a boat owned by *you*, resident relatives of *your* household or any person under the age of 21 in *your* care or the care of *your* resident relatives if the boat is not covered by Boating Liability shown in Section B of this policy.
2. to anyone occupying an owned or non-owned boat used for any business, charter, or for-hire purpose.
3. to anyone occupying an owned or non-owned boat without appropriate permission.
4. to anyone who settles a ***bodily injury*** claim without *our* written consent.
5. to owned and non-owned boats, other than sailboats, while participating in a race or speed contest.

SPECIAL CONDITIONS

Disputes as to valuation or entitlement to damages are to be resolved by arbitration. If *we* and *you* do not agree as to the entitlement to recover damages for ***bodily injury*** or the amount of such damages, either may make a written demand for arbitration.

On receipt of the demand, each party will select an arbitrator. The two arbitrators will appoint a third person within 30 days. In the event that the third arbitrator is not agreed upon within the 30 day period, either party may request that the third person be selected by a court having jurisdiction. Unless otherwise agreed, the arbitration will take place in the county of *your* residence and local rules of law and practice will be observed.

A written agreement by two of the arbitrators will bind *you* and *us* as to the entitlement and the amount of damages, if any. *You* will pay the expenses incurred by *your* arbitrator, *we* will pay those incurred by *our* arbitrator and both *you* and *we* will jointly share the costs of the third arbitrator.