October 22-25, 2026 I Sheraton Boston Hotel

MAIA'S BIG EVENT 2026

Conference & Trade Show

Celebrating Independence!

10/23/2026
9:00 am - 10:00 am

The HO Policy Goes On Vacation!

N&D | Union Mutual Insurance Group

The HO policy goes on vacation

with
Irene Morrill, CPCU, CIC, ARM, CRM, LIA, CRIS, MLIS
CPIW

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With special thanks to the Insurance Services Office, Inc. for advance information, continued support, and permission to use their forms and information.

0

Renting a room or cottage



Irene and Bud are vacationing at Hampton Beach in July. They are thinking of renting a cottage or a hotel room for 2 weeks. Is there any coverage under their HO policy for incidents occurring in either?

Does it matter whether they rent the cottage or the hotel room?

1

1

Renting a room or cottage



Will their HO

policy cover any damage to

the rented hotel room or cottage should any occur?

2

2

Renting a room or cottage



There could be coverage under the HO policy if

There is no liability exclusion

SECTION II – LIABILITY COVERAGES **HO-2000 HO-2011 HO-2022**

A. Coverage E – Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and

HO-91 similar

3

3

Renting a room or cottage



If it is a premises that is rented to an insured, BI/PD to others will apply if it is an "insured location"

E. Coverage E – Personal Liability And Coverage F – Medical Payments To Others

Coverages **E** and **F** do not apply to the following:

4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

a. Owned by an "insured";

b. Rented to an "insured"; or

c. Rented to others by an "insured";

that is not an "insured location";

HO-2000
HO-2011
HO-2022

HO-91 similar

Renting a room or cottage



MP will apply if it is an insured location

B. Coverage F – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or

HO-2000
HO-2011
HO-2022

HO-91 similar

Renting a room or cottage



So ..could a rented hotel room or a cottage be an "insured location"?

HO-2000 HO-2011
HO-2022 def. 10

6. "Insured location" means:
   a. The "residence premises";
   b. The part of other premises, other structures and grounds used by you as a residence; and
      (1) Which is shown in the Declarations; or
      (2) Which is acquired by you during the policy period for your use as a residence;
   c. Any premises used by you in connection with a premises described in **a.** and **b.** above;
   d. Any part of a premises:
      (1) Not owned by an "insured"; and
      (2) Where an "insured" is temporarily residing;

HO-91 similar

6

6

Renting a room or cottage



Will Section II provide any coverage for damage TO the rented room?

HO-2000
HO-2011
HO-2022

F. **Coverage E – Personal Liability**

Coverage **E** does not apply to:

3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

HO-91 similar

NOT a chance!!!!!

7

7

Renting a room or cottage



Is there any Section I coverage?

No way …
Coverage A /B …is on "residence premises"

Coverage C is "personal property"

8

8

Recreational vehicles – jetskiis



Irene and Bud are vacationing at Hampton Beach in July. Bud keeps eyeing those Seadoo WakePro 215 jetskiis. He finally convinces Irene to allow him to rent one.

The Seadoo had a155 hp engine. (After all it was a double and Irene and Bud are not petit. Even the "smaller " jetskiis started at a minimum of 130 hp!)

9

9

Recreational vehicles – jetskiis

Bud was driving and hit a "hole in the water", Irene fell off the back and Bud then lost control and ran into a rather slow swimmer before hitting a buoy. What will their HO policy do about:



1. **Injury to Irene**

2. **Injury to that slow swimmer who is suing (what was he doing out that far anyway?)**



10

10

Recreational vehicles – jetskiis

3. **Damage to buoy**



4. **Damage to rented jetski**



11

11

Recreational vehicles – jetskiis HO-91



SECTION II – EXCLUSIONS

1. Coverage E – Personal Liability and **Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":

g. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;

(2) The entrustment by an "insured" of an excluded watercraft described below to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured." **This exclusion does not apply to watercraft:**

(1) That are not sailing vessels and are powered by:

(a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";

(b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";

12

12

Recreational vehicles – jetskiis HO-2000/2011



Definitions:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft
2. Liability", subject to the provisions in **b.** below, mean the following:

a. Liability for "bodily injury" or "property damage" arising out of the:

(1) Ownership of such vehicle or craft by an "insured";

(2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;

(3) Entrustment of such vehicle or craft by an "insured" to any person;

(4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or

(5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

(1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;

(2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

(3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and

(4) Motor vehicle means a "motor vehicle" as defined in **7.** below.

13

13

Recreational vehicles – jetskiis HO-2000/2011



Section II Exclusions

B. "Watercraft Liability"

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

b. Rented to others;

c. Used to carry persons or cargo for a charge; or

d. Used for any "business" purpose.

2. If Exclusion **B.1.** does not apply, **there is still no coverage** for "watercraft liability" **unless**, at the time of the "occurrence", the watercraft:

.....

....

c. Is not a sailing vessel and is powered by:

(1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:

(a) 50 horsepower or less and not owned by an "insured"; or

(b) More than 50 horsepower and **not owned by or rented to an "insured"**;

or

14

14

Recreational vehicles – jetskiis HO-91 or HO-2000/2011



Neither the HO-91 nor the HO-2000/2011 will respond.

There is NO coverage for a rented inboard or inboard/outboard OVER 50 HP.

There is ONLY coverage for rented inboard/outboard UNDER 50 HP.



None of the claims would be covered as no BI/PD arising out of this incident is covered

15

15

Recreational vehicles – jetskiis HO-2022



Definitions:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft
2. Liability", subject to the provisions in **b.** below, mean the following:
   - **a.** Liability for "bodily injury" or "property damage" arising out of the:
     - **(1)** Ownership of such vehicle or craft by an "insured";
     - **(2)** Maintenance, occupancy, operation, use, loading or unloading of :
       a) An aircraft, hovercraft or watercraft by any person; or
       b) A motor vehicle by an "insured"
     - **(3)** Entrustment of such vehicle or craft by an "insured" to any person;
     - **(4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
     - **(5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

   - **b.** For the purpose of this definition:
     - **(1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
     - **(2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
     - **(3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor except model or hobby watercraft not designed to carry people or cargo; and**
     - **(4)** Motor vehicle means a "motor vehicle" as defined in **7.** below.

16

16

Recreational vehicles – jetskiis HO-2022



Section II Exclusions

B. "Watercraft Liability"

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

- **a.** Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
- **b.** Rented to others;
- **c.** Used to carry persons or cargo for a charge; or
- **d.** Used for any "business" purpose.

2. If Exclusion **B.1.** does not apply, **there is still no coverage** for "watercraft liability" **unless**, at the time of the "occurrence", the watercraft:

…..

….

c. Is not a sailing vessel and is powered by **or more engines or motors, including those that power a water jet pump totaling:**

- **(1) 25 horsepower or less**
- **(2) More than 25 horsepower and**
  - **(a) not owned by an "insured"**
  - **(b) are outboard engines or motors owned by an "insured" who acquired such engines or motors during the policy period**

…report w/in 45 days of acquisition

17

17

Recreational vehicles – jetskiis HO-2022



Broadening of coverage with HO-2022

Will cover all rented or borrowed motorized watercraft …whether inboard or outboard

Only limit OWNED motorized watercraft unless acquire during policy period …

Owned excluded over 25 HSP whether inboard or outboard

18

18

Recreational vehicles – outboard motor boat

What if Bud had rented an outboard motor Rhino Boat with a 140 HP, would your answer be any different to all or any of the previous situations?



Or the "rhino boat" that I saw on St. Maarten which was rubber raft with 30 HP motor on back



19

19

Recreational vehicles – outboard motor boat

YES …

a couple of the situations previously discussed would be covered as there IS coverage for renting a motor boat





20

20

Recreational vehicles – outboard motor boat



Under HO-91, HO-2000/2011 or HO-2022

YES! There is NO liability exclusion for rented OUTBOARD motors in the HO-91, HO-2000 or HO-2022



Damage to the buoy (PD to property of others) would be covered

Injury to the "rather slow swimmer" would also be covered (BI)



21

21

Recreational vehicles – outboard motor boat HO-91

SECTION II – EXCLUSIONS

1. Coverage E – Personal Liability and **Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":

g. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;

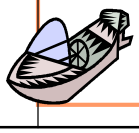
(2) The entrustment by an "insured" of an excluded watercraft described below to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured." **This exclusion does not apply to watercraft:**

(1) That are not sailing vessels and are powered by:

(c) One or more outboard engines or motors with 25 total horsepower or less;



(d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is <u>not owned by an "insured";</u>

22

22

Recreational vehicles – outboard motor boat HO-2000/2011

B. "Watercraft Liability"

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

b. Rented to others;

c. Used to carry persons or cargo for a charge; or

d. Used for any "business" purpose.

2. If Exclusion **B.1.** does not apply, **there is still no coverage** for "watercraft liability" **unless**, at the time of the "occurrence", the watercraft:



…..

….

c. Is not a sailing vessel and is powered by:

(2) One or more outboard engines or motors with:

(a) 25 total horsepower or less;

(b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";

(c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or

23

23

Recreational vehicles – jetskiis HO-2022



Section II Exclusions

B. "Watercraft Liability"

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

b. Rented to others;

c. Used to carry persons or cargo for a charge; or

d. Used for any "business" purpose.

2. If Exclusion **B.1.** does not apply, **there is still no coverage** for "watercraft liability" **unless**, at the time of the "occurrence", the watercraft:

…..

….

c. Is not a sailing vessel and is powered by **or more engines or motors, including those that power a water jet pump totaling:**

(1) 25 horsepower or less

(2) More than 25 horsepower and

(a) not owned by an "insured"

(b) are outboard engines or motors owned by an "insured" who acquired such engines or motors during the policy period

…report w/in 45 days of acquisition

24

24

Recreational vehicles – outboard motor boat

Under ALL ISO HO editions

HOWEVER … neither the HO-91 nor the HO-2000 nor the HO-2022 will cover

Injury to Irene (wife) would NOT be covered … All ISO HO policies exclude:



"Bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

Damage TO the rented jet ski … at least under Section II

"Property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

25

25

Recreational vehicles – sailboat

What if Bud had rented a 20 foot sailboat, what would your answer be for

1) Injury to spouse
2) Insure to swimmer
3) Damage to buoy
4) Damage to sailboat



26

26

Recreational vehicles – sailboat HO-91

SECTION II – EXCLUSIONS

1. Coverage E – Personal Liability and **Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":

g. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;

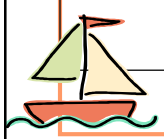
(2) The entrustment by an "insured" of an excluded watercraft described below to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured." **This exclusion does not apply to watercraft:**

(2) That are sailing vessels, with or without auxiliary power:
(a) Less than 26 feet in overall length;

(b) 26 feet or more in overall length, not owned by or rented to an "insured."



15

27

Recreational vehicles –sail boat HO-2000/2011

B. "Watercraft Liability"

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

b. Rented to others;

c. Used to carry persons or cargo for a charge; or

d. Used for any "business" purpose.

2. If Exclusion **B.1.** does not apply, **there is still no coverage** for "watercraft liability" **unless**, at the time of the "occurrence", the watercraft:

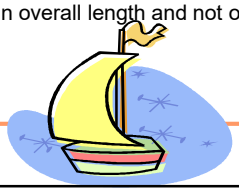
…..

…..

b. Is a sailing vessel, with or without auxiliary power, that is:

(1) Less than 26 feet in overall length; or

(2) 26 feet or more in overall length and not owned by or rented to an "insured"; or



16

28

Recreational vehicles – jetskiis HO-2022



Section II Exclusions

B. "Watercraft Liability"

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:

a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;

b. Rented to others;

c. Used to carry persons or cargo for a charge; or

d. Used for any "business" purpose.

2. If Exclusion **B.1.** does not apply, **there is still no coverage** for "watercraft liability" **unless**, at the time of the "occurrence", the watercraft:

…..

….

b. Is a sailing vessel, with or without auxiliary power, that is:

(1) Less than 26 feet in overall length; or

(2) 26 feet or more in overall length and not owned by an "insured"; or

29

29

Recreational vehicles – sailboat

ALL ISO HO editions cover the rental of a sailboat under 26 feet (HO-2022 will cover ANY rented sailboat length) for

Damage to the

buoy and swimmer

But for different exclusions as

Seen NO coverage for injury to

spouse or rented sailboat



30

30

Recreational vehicles –borrowed watercraft – ISO HO policy

What if Bud had borrowed his friend's 155 HP jet ski.

Would the HO policy respond the same as when the jet ski was rented?



31

31

Recreational vehicles –borrowed watercraft HO-2000/2011/HO-2022/HO-91

Borrowing is ALWAYS covered.

Borrow an inboard of ANY size

Borrow a motorboat of ANY size

Borrow a sailboat of ANY size

All ISO HO editions



32

32

Recreational vehicles –borrowed watercraft ISO HO policies

Again …All that WOULD be covered is:

Injury TO swimmer



Damage to BUOY …



BI/PD to others

33

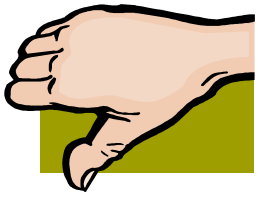
33

Recreational vehicles –borrowed watercraft – ISO HO policy

Separate exclusions apply to

Injury to "an insured" – spouse

Damage TO property in one's c/c/c



34

34

Recreational vehicles –windsurfer HO-2000/2011/2022/91

What if Bud rents a windsurfer … and runs into a surfer or a boat or a buoy (ouch!) or worse yet …

his wife …



what will the HO policy do in these situations?

35

35

Recreational vehicles – windsurfer HO-91

According to the HO-91 these are probably NOT watercraft …



The liability exclusion for watercraft only applies to:

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured."

36

36

Recreational vehicles – windsurfer HO-91

What is a "sailing vessel"?

sailing vessel
noun a vessel that is powered by the wind; often having several masts

WordNet® 3.0, © 2006 by Princeton University.

ves·sel

/ˈvɛsəl/ Show Spelled Pronunciation [ves-uhl] Show IPA –noun 1. a craft for traveling on water, now *usually one larger than an ordinary rowboat; a* ship or boat.

37

37

Recreational vehicles –windsurfer HO-2000

The HO-2000/2011 defines "watercraft" within the Watercraft liability definition to mean:

(3)*Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and*



Under the HO-2000/2011 a "windsurfer" could very well be a watercraft and the same limitation on length would apply

38

38

Recreational vehicles –windsurfer HO-2000

The HO-2022 defines "watercraft" within the Watercraft liability definition to mean:



(3)*Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; except model or hobby watercraft not designed to carry people or cargo: and*

Under the HO-2022 a "windsurfer" could very well be a watercraft and the same limitation on length would apply to *OWNED windsurfer's ONLY*

39

39

Recreational vehicles –windsurfer HO-91/HO-2000

But …
even if it IS considered a sailing vessel …

as long as it is less than 26 feet both the HO-91, HO-2000/HO-2011 WILL provide BI/PD to others

As well as HO-2022 if Not owned



40

40

Recreational vehicles – watercraft HO-91/2000/2011

Watercraft Liability Limitations			
Type of Watercraft	Outboard Motors	Inboard or I/O Motors	Sail Boats
OWNED	COVERED IF 25 HP OR LESS	NOT COVERED	COVERED IF LESS THAN 26 FEET
RENTED	COVERED ALL HP SIZES	COVERED IF 50 HP or LESS	COVERED IF LESS THAN 26 FEET
BORROWED	COVERED NO HP LIMITATION	COVERED NO HP LIMITATION	COVERED NO SIZE LIMITATION
LIMITATIONS DO NOT APPLY TO STORED WATERCRAFT			
HO 24 75 WATERCRAFT LIABILITY ENDORSEMENT REMOVES LIMITATIONS			

41

41

Recreational vehicles – watercraft HO-2022

	Powered by engines or motor including water pump	Sailing craft
Borrowed	Covered no limitation	Covered no limitation
Rented	Covered no limitation	Covered no limitation
Owned	Covered if 25 HSP or less Not covered if over 25 HSP unless acquired during policy period and declared w/in 45 days	Covered if less than 26 feet

42

42

Recreational vehicles –rented/borrowed boat HO-91/HO-2000

Is there ANY part of the HO policy that MIGHT pay for damage TO the rented/borrowed watercraft?



43

43

Recreational vehicles – rented/borrowed boat HO-91

Coverage C – HO-91

Special Limits of Liability. These limits do not increase the Coverage C limit of liability. The special limit for each numbered category below is the total limit for each loss for all property in that category.

3. $1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.



44

44

Recreational vehicles – rented/borrowed boat HO-2000/2011

Coverage C – HO-2000/HO-2011

3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.

c. $1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.



45

45

Recreational vehicles – rented/borrowed boat HO-2022

Coverage C – HO-2022

3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.



c. $2,000 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.

46

46

Recreational vehicles – rented/borrowed boat HO-2000/HO-91

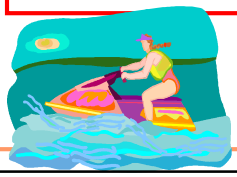
You would need a covered "peril"

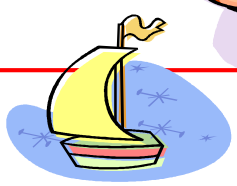
B. Coverage C – Personal Property

We insure for direct physical loss to the property described in Coverage **C** caused by any of the following perils unless the loss is excluded in Section **I** – Exclusions.



6. Vehicles





47

47

Recreational vehicles – rented ATV

Bud and Irene are on a "camping expedition vacation" in the Green Mountains of Vermont in August. The campground has ATVs for rental to "resident campers". Bud talks Irene into letting him rent an ATV. He's having a grand old time until he runs over a log. He loses control and hits another ATV renter causing injury to the driver of the other ATV; property damage to the ATV he hit; and property damage to the ATV that he rented. What will their HO policy do:

1. To make the ATV rental company happy for:



a. The damage to the ATV Bud hit

b. The damage to the ATV that Bud was driving

2. To make the driver of the other ATV happy who is suing due to "back and neck" injuries

48

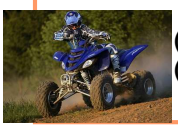
48

Recreational vehicles – rented ATV – HO-91

HO-91

1. **Coverage E – Personal Liability** and **Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":
   f. Arising out of:
   (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
   (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
   (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above

   This exclusion does not apply to:
   (1) A trailer not towed by or carried on a motorized land conveyance.
   (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
   (a) Not owned by an "insured"; or
   (b) Owned by an "insured" and on an "insured location";



49

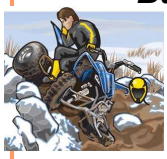
49

Recreational vehicles – rented ATV – HO-91

Under the HO-91 policy could provide coverage for

1. the BI suffered by the individual that Bud hit





2. the PD caused to the ATV that Bud hit

in this ATV accident as long as that ATV is <u>NOT SUBJECT TO MOTOR VEHICLE REGISTRATION!!!</u>

The need for motor vehicle registration could vary by state so be careful about advice to clients.

50

50

Recreational vehicles – rented ATV – HO-91



It doesn't matter what Massachusetts (or whatever the state of residency) requires if they are renting the ATV in another state.

Bud is covered as long as he DOES NOT OWN the ATV.

If it is owned, it is ONLY covered when used on an "insured location".

Renting and borrowing is covered "worldwide".

51

51

Recreational vehicles – rented ATV – HO-91

The damage TO the ATV is excluded under the Coverage E limit by the C/C/C exclusion in the policy.

2. Coverage E – Personal Liability, does not apply to:

c. "Property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion;



52

52

Recreational vehicles – rented ATV – HO-91

However, under the Additional coverages section of Section II in the HO policy there could be <u>$500 maximum</u> for the replacement value of loss to property of others "caused" by an insured



53

53

Recreational vehicles – rented ATV – HO-91

SECTION II – ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

3. **Damage to Property of Others.** We will pay, **at replacement cost, up to $500 per "occurrence"** for "property damage" to property of others caused by an "insured."
   We will **not pay for "property damage"**:

….

e. Arising out of:

(1) A "business" engaged in by an "insured";

(2) Any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location"; or



3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

54

54

Recreational vehicles – rented ATV – HO-91

Bud is an insured under the policy.

If this ATV is not subject to motor vehicle registration,

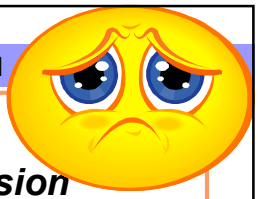
then the HO policy could cover $500 of damage to it from the Section II Additional Coverages Section.



55

55

Recreational vehicles – rented ATV – HO-91



There would be NO Section I Contents coverage due to the exclusion for motor vehicles found under Coverage C

Property Not Covered. We do not cover:

3. Motor vehicles or all other motorized land conveyances. This includes:
b. Electronic apparatus …..

We do cover vehicles or conveyances not subject to motor vehicle registration which are:
a. Used to service an "insured's" residence; or
b. Designed for assisting the handicapped;

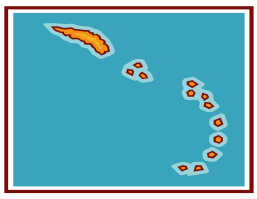
56

56

Recreational vehicles – rented ATV – HO-91

Would the answer be any different if they had been on vacation in St. Marten and caused a similar accident with a rented ATV?





57

57

Recreational vehicles – rented ATV – HO-91

No,
the answer is the same because the HO policy provides world wide coverage under both liability and contents.

The issues would still be the same.

If the ATV is NOT subject to motor vehicle registration, then liability coverage would be provided for BI and PD to others.



58

58

Recreational vehicles – rented ATV – HO-91



The Additional Coverage Section II would provide the $500 of replacement cost coverage for the damage done to the recreational vehicle if not subject to motor vehicle registration.



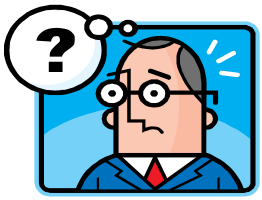
There is no contents coverage for motor vehicles unless they assist the handicapped or service the insured's residence regardless of whether the vehicle is subject to motor vehicle registration or not.

59

59

Recreational vehicles – rented ATV – HO-91

Would the answer be any different if Bud had borrowed a friend's ATV and caused a similar accident?



60

60

Recreational vehicles – rented ATV – HO-91

Again,
coverage is provided as stated above for rented or borrowed ATVs anywhere in the world as long as it is NOT subject to motor vehicle registration.



61

61

Recreational vehicles – rented ATV – HO-91

The Additional Coverage Section II will provide $500 replacement cost coverage for damage to the ATV if it is NOT subject to motor vehicle registration.



Coverage C will NEVER respond regardless of whether it is borrowed, rented or owned.



62

62

Recreational vehicles – owned ATV – HO-91

Would your answer be any different if Bud and Irene owned the ATV and brought it on vacation to a camp ground in Vermont with them?

Bud and Irene live in NH.



63

63

Recreational vehicles – owned ATV – HO-91

Even though HO coverage is worldwide …
coverage for an OWNED motor vehicle is ONLY covered if

1) recreational vehicle designed for OFF road use

2) if owned – <u>ON</u> an "insured location"



64

64

Recreational vehicles – owned ATV – HO-91

f. Arising out of:
(1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
…
…
This exclusion does not apply to:
(1) A trailer not towed by or carried on a motorized land conveyance.

(2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
(a) Not owned by an "insured"; or
(b) Owned by an "insured" and on an "insured location";

65

65

Recreational vehicles – owned ATV – HO-91

4. "Insured location" means:

a. The "residence premises";

b. The part of other premises, other structures and grounds used by you as a residence and:

(1) Which is shown in the Declarations; or

(2) Which is acquired by you during the policy period for your use as a residence;

c. Any premises used by you in connection with a premises in **4.a.** and **4.b.** above;

d. Any part of a premises:

(1) Not owned by an "insured"; and

(2) Where an "insured" is temporarily residing;

e. Vacant land, other than farm land, owned by or rented to an "insured";

f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";

g. Individual or family cemetery plots or burial vaults of an "insured"; or

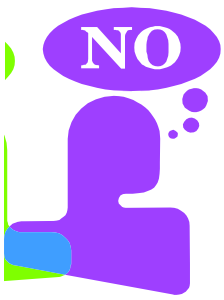
h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

66

66

Recreational vehicles – owned ATV – HO-91

Camp ground in Vermont …
or anywhere does NOT meet the definition of "insured location" under the ISO HO-91



67

67

Recreational vehicles – rented ATV – HO-2000/2011

Would any of the answers be different if Bud and Irene had the HO-2000/2011 instead of the HO-91?



68

68

Recreational vehicles – rented ATV – HO-2000/2011

The short answer is …
no …
same answer for all questions…



69

69

Recreational vehicles – rented ATV – HO-2000/2011

New definitions added to HO 2000/2011

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
   - **a.** Liability for "bodily injury" or "property damage" arising out of the:
     - **(1)** Ownership of such vehicle or craft by an "insured";
     - **(2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
     - **(3)** Entrustment of such vehicle or craft by an "insured" to any person;
     - **(4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
     - **(5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

70

70

Recreational vehicles – rented ATV – HO-2000/2011

New definitions added to HO 2000/2011

7. "Motor vehicle" means:
- **a.** A self-propelled land or amphibious vehicle; or
- **b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.







71

71

Recreational vehicles – rented ATV – HO-2000/2011

SECTION II – EXCLUSIONS
A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

a. Is registered for use on public roads or property;

b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

….

That very broad definition … is ….excluded!

72

72

Recreational vehicles – rented ATV – HO-2000/2011

SECTION II – EXCLUSIONS
A. "Motor Vehicle Liability"

….

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

…..
…..

d. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 6.a., b., d., e.** or **h.**; or

Same discussion of non-owned …anywhere …

73

73

Recreational vehicles – rented ATV – HO-2000/2011

There could be some Section II Additional Coverage for damage TO a recreational vehicle NOT subject to registration

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to $1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

2. We will not pay for "property damage":

….

….. **e.** Arising out of:

….

(3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This exclusion e.(3) does not apply to a "motor vehicle" that:

(a) Is designed for recreational use off public roads;

(b) Is not owned by an "insured"; and

(c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

74

74

Recreational vehicles – rented ATV – HO-2000/2011

NO Coverage C



4. Property Not Covered

We do not cover:

c. "Motor vehicles".

….

(2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

(a) Used solely to service an "insured's" residence; or

(b) Designed to assist the handicapped;

75

75

Recreational vehicles – OWNED ATV – HO-2000/2011

Similar to the HO-91 only covered on an insured location …but with the HO-2000/2011 only CERTAIN "insured locations



SECTION II – EXCLUSIONS
A. "Motor Vehicle Liability"

….

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

…..

…..

d. Designed for recreational use off public roads and:

(2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 6.a., b., d., e.** or **h.;** or

76

76

Recreational vehicles –owned ATV – HO-2000/2011

NO Coverage C For owned OR rented



4. Property Not Covered
We do not cover:
c. "Motor vehicles".

….

(2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

(a) Used solely to service an "insured's" residence; or HO-2000
(a) Used solely to service A residence; (HO-2011)
(b) Designed to assist the handicapped;

77

77

Recreational vehicles – rented ATV – HO-2022

Would any of the answers be different if Bud and Irene had the HO-2022?



78

78

Recreational vehicles – rented ATV – HO-2022

The short answer is …
no …
same answer for all questions…



79

79

Recreational vehicles – rented ATV – HO-2022

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
   - **a.** Liability for "bodily injury" or "property damage" arising out of the:
     - **(1)** Ownership of such vehicle or craft by an "insured";
     - **(2)** Maintenance, occupancy, operation, use, loading or unloading of:
       - **a)** An aircraft, hovercraft or watercraft by any person; or
       - **b) A motor vehicle by an "insured";**
     - **(3)** Entrustment of such vehicle or craft by an "insured" to any person;
     - **(4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
     - **(5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

80

80

Recreational vehicles – rented ATV – HO-2000/2011

7. "Motor vehicle" means:
- **a.** A land or amphibious vehicle that is self-propelled land **or capable of being self-propelled;** or
- **b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.





81

81

Recreational vehicles – rented ATV – HO-2022

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

a. Is registered for use on public roads or property;

b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

….

That very broad definition … is ….excluded!

82

82

Recreational vehicles – rented ATV – HO-2022

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

….

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

…..

…..

e. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 10.a., b., d., e.** or **h.;** or

similar discussion of non-owned …anywhere …

83

83

Recreational vehicles – rented ATV – HO-2022

There could be some Section II Additional Coverage for damage TO a recreational vehicle NOT subject to registration

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to **$5,000** per "occurrence" for "property damage" to property of others caused by an "insured".

2. We will not pay for "property damage":

….

….. **e.** Arising out of:

….

(3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This exclusion e.(3) does not apply to a "motor vehicle" that:

(a) Is designed for recreational use off public roads;

(b) Is not owned by an "insured"; and

(c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

84

84

Recreational vehicles – rented ATV – HO-2022

NO Coverage C



4. Property Not Covered

We do not cover:

c. "Motor vehicles".

….

(2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

(a) Used solely to service a residence; or

(b) Designed to assist the handicapped;

85

85

Recreational vehicles – OWNED ATV – HO-2022

Similar to the HO-2000/2011 - only covered on CERTAIN "insured Locations"



SECTION II – EXCLUSIONS
A. "Motor Vehicle Liability"

….

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

…..

…..

e. Designed for recreational use off public roads and:

(2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 10.a., b., d., e.** or **h.;** or

86

86

Recreational vehicles –owned ATV – HO-2022

NO Coverage C For owned OR rented Unless (like HO-2011)



4. Property Not Covered
We do not cover:
c. "Motor vehicles".

….

(2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

(a) Used solely to service a residence; or

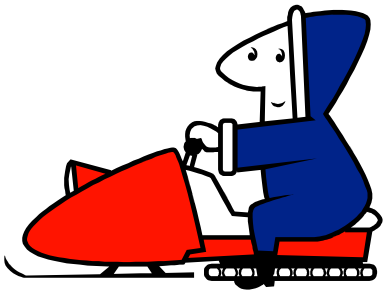
(b) Designed to assist the handicapped;

87

87

Recreational vehicles – snowmobile

What if my insured borrows or rents a snowmobile, will the HO policy respond for BI/PD to others?



88

88

Recreational vehicles – snowmobile HO-91, HO-2000/2011

Everything that was said about the ATV …

ditto for the rented/borrowed snowmobile !!

As both are recreational vehicles designed for off road use







89

89

Recreational vehicles – rented moped or motorized scooter or motorcycle and the HO policy

What if my insured borrows or rents a moped, motorized scooter or motorcycle????







90

90

Recreational vehicles – rented moped or motorized scooter or motorcycle and the HO policy

Don't count on HO coverage …
for BI/PD
or
damage TO it …
under either the HO-91 or HO-2000/2011/2022



91

91

Recreational vehicles – rented moped or motorized scooter or motorcycle and the HO policy

f. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";

(2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or

(3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph **(1)** or **(2)** above.

This exclusion does not apply to:

(1) A trailer not towed by or carried on a motorized land conveyance.

(2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:

(a) Not owned by an "insured"; or

(b) Owned by an "insured" and on an "insured location";

(3) A motorized golf cart when used to play golf on a golf course;

(4) A vehicle or conveyance not subject to motor vehicle registration which is:

(a) Used to service an "insured's" residence;

(b) Designed for assisting the handicapped; or

(c) In dead storage on an "insured location";

All of these vehicles are designed for ON road use …

So … the HO-91 won't be applicable for BI/PD to others

92

92

Recreational vehicles – rented moped or motorized scooter or motorcycle and the HO policy

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

a. Is registered for use on public roads or property;

b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

a. In dead storage on an "insured location";

b. Used solely to service an "insured's" residence;

c. Designed to assist the handicapped and, at the time of an "occurrence", it is:

(1) Being used to assist a handicapped person; or

(2) Parked on an "insured location";

d. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 6.a., b., d., e.** or **h.**; or

HO-2000/2011/2022 states no coverage for anything subject to registration on public roads OR property …

And like the HO-91 would ONLY provide coverage for certain recreational vehicles designed for OFF road use ….

93

93

Recreational vehicles – rented moped or motorized scooter or motorcycle and the HO policy

There will be NO Section II Additional Coverage for damage TO any of these motorized conveyances …

UNLIKE the rented/borrowed ATV issue



94

94

Recreational vehicles – rented moped or motorized scooter or motorcycle and the HO policy

The HO-91 only provides section II additional coverage for Damage to property in one's care of the vehicle is designed for off road use.

3. **Damage to Property of Others.** We will pay, at replacement cost, up to $500 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage":

(3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

95

95

Recreational vehicles – rented moped or motorized scooter or motorcycle and the HO policy

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to $1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
2. We will not pay for "property damage":

(3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This exclusion **e.(3)** does not apply to a "motor vehicle" that:

(a) Is designed for recreational use off public roads;

(b) Is not owned by an "insured"; and

(c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

And …

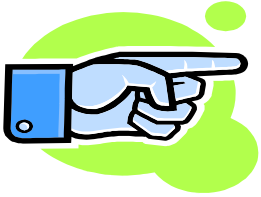
ditto for the HO-2000/2011/2022 … (HO-2022 $5000 if coverage applies)

96

96

Recreational vehicles – rented moped or motorized scooter or motorcycle and the HO policy

PS…



No Coverage C

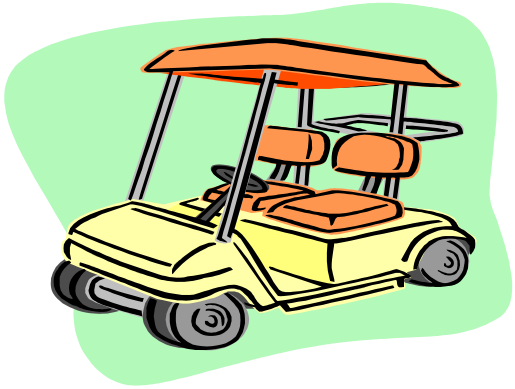
for these motor vehicles under either the HO-91 or HO-2000/2011/2022 … as not designed for off-road use

97

97

Recreational vehicles – rented/borrowed golf carts

What if my insured borrows or rents a golf cart????



98

98

Recreational vehicles – rented/borrowed golf carts

Well now … the HO policy LOVES to provide liability coverage for the golfer!



99

99

Recreational vehicles – rented/borrowed golf carts

First … just what IS a golf cart???

Is it a recreational vehicle designed for off road use???????



I think so …so … that means that borrowed or rented would be covered ….ANYWHERE

100

100

Recreational vehicles – rented/borrowed golf carts – HO-91

This exclusion does not apply to:

(1) A trailer not towed by or carried on a motorized land conveyance.

(2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:

(a) Not owned by an "insured"; or

(b) Owned by an "insured" and on an "insured location";

(3) A motorized golf cart when used to play golf on a golf course;



The HO-91provides BI/PD to others if

1) not owned … anywhere

If owned …only on

1) "Insured location" or

2) Playing golf on a golf course

101

101

Recreational vehicles – rented/borrowed golf carts

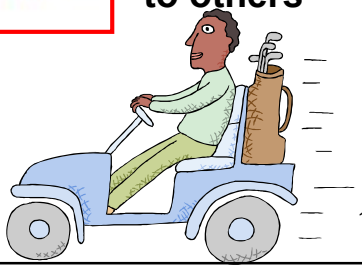
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

d. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B. 6.a., b., d., e.** or **h.**; or

HO-2000/2011 2022 covers the use of a non-owned or rented golf cart for BI/PD to others



102

102

Recreational vehicles – rented/borrowed golf carts

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

(1) A golfing facility and is parked or stored there, or being used by an "insured" to:

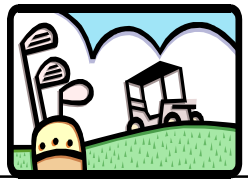
(a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

(b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

(c) Cross public roads at designated points to access other parts of the golfing facility; or

(2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

HO-2000/2011 2022 covers the use of an OWNED golf cart on a much broader basis than the HO-91



103

103

Come to the 1 hour session on ebikes – owned, rented, borrowed

104

104

Thank you for attending…

The HO policy goes on vacation

105

105