



BUSINESS AUTOMOBILE MEDICAL PAYMENTS

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

We provide coverage under this endorsement subject to the **terms** contained in the **Business Automobile** Provisions.

AGREEMENT.

If Medical Payments coverage is so noted and limits are shown on the Declarations or Supplemental Declarations, **we** pay the reasonable and necessary medical expenses incurred or medically determined within three years from the date of an **accident** to which this coverage applies. The injury necessitating medical care must occur as a result of an **accident** occurring during the policy period and within the **coverage territory**.

Medical expenses means expenses for necessary medical, surgical, x-ray and dental services including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

WHO QUALIFIES AS AN INSURED.

With respect to Medical Payments Coverage, the following are **insureds**:

- a) **you** are an **insured** while occupying any vehicle. **You** are also an **insured** if struck by an **automobile** while **you** are a pedestrian.
- b) if **you** are an individual, **your** family members are **insureds** while occupying any vehicle or when struck by an **automobile** while they are pedestrians.
- c) any person while on, upon, entering or alighting from a covered **automobile** or a qualified temporary substitute **automobile**.

LIMITS OF LIABILITY.

Without regard to the number of covered **automobiles**, **insureds**, claims made or victims of **bodily injury**, the most that **we** pay to any covered person is the limit of liability shown on the Declarations. **We** do not duplicate any benefits payable under this or any other source of coverage under **your** policy.

EXCLUSIONS.

With respect to Medical Payments Coverage, **we** do not pay for:

- a) **bodily injury** expected or intended from the standpoint of the **insured**;
- b) **bodily injury** arising out of the ownership, maintenance, operation, use, entrusting, loading or unloading of any **automobile** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- c) **bodily injury** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, revolution or similar war like acts;
- d) any obligation for which the **insured** or any carrier as his/her insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law, excepting **bodily injury** sustained by **your domestic employee** if they do not qualify for workers' compensation benefits;
- e) medical expenses incurred by any **insured** or eligible family member arising from an **accident** occurring while engaged in an **automobile business** including sales, servicing, storing or parking **automobiles**, except when that is **your business**.
- f) medical expenses incurred by any **insured** or eligible family member, whether on, upon, entering or alighting from a vehicle or as a pedestrian struck by a vehicle if that vehicle is owned by **you** or furnished or made available for **your** regular use and it is not a covered **automobile**.
- g) medical expenses incurred by any **insured** or eligible family member if they are on, upon, entering or alighting from any vehicle where there is no reasonable belief that they are permitted or allowed to be there or where such vehicle is utilized at the time as a place of residence.