

## MEDICAL PAYMENTS COVERAGE

We provide the medical payments coverage described below subject to all the policy **terms**.

### PRINCIPAL COVERAGES

If someone suffers **bodily injury** as a result of **your** business activities, **we** will pay **medical expenses** even if **you** are not legally responsible for causing the injury. This protection only applies to injuries that result from a cause of loss covered under **your** liability coverage.

**We** will pay reasonable **medical expenses** the injured person has to pay within a year of the accident. **We** will make such payments up to the limits shown in the policy **Declarations**.

**You** must assist **us** in obtaining a written proof of claim from an injured person or his or her representative as soon as possible after an injury. The injured person must submit to physical examinations, as often as **we** may reasonably require by physicians **we** select.

### WHAT WE WILL PAY

Two coverage limits apply to **your** Medical Payments Coverage: an "each person" limit and an each accident limit. These limits are shown in the **Declarations**. The each person limit is the most **we** will pay for **medical expenses** incurred by any one person as a result of one accident. The each accident limit is the most **we** will pay for all **medical expenses** resulting from one accident, no matter how many people are injured. **We** will make payments either to the injured person or to any person or organization that renders medical services.

If no limits for medical coverage are shown in the **Declarations**, the "each person" limit is \$250.00, and the "each accident" limit is \$10,000.00

### ADDITIONAL DEFINITIONS

"**Your Premises**" means the premises described in the **Declarations**, including the ways and immediately adjoining on land.

"**Medical Expenses**" are the reasonable costs of necessary medical, surgical, x-ray, and dental services. Expenses for prosthetic devices and necessary ambulance, hospital, professional nursing and funeral services are also included.

### EXCLUSIONS

**We** will not pay the following claims for **medical expenses**:

- **We** won't pay claims for **medical expenses** arising out of **your products** or completed work.
- **We** won't pay claims arising out of injury to any **insured** or any of **your** tenants or other regular residents on **your** business premises or any of their employees, if the injury arises out of or in the course of the person's employment.

- **We** won't pay **medical expenses** for **bodily injury** to **your** tenants or other regular residents on **your** business premises or their employees if the **bodily injury** occurs on the part of the premises that they normally occupy.
- **We** won't pay **medical expenses** for **bodily injury** suffered by an independent contractor who does work for **you**. **We** won't pay claims for the contractor's employees or for sub-contractors either. However, this exclusion does not apply to independent contractors or persons other than **your** employees who donate their labor free of charge.
- **We** won't pay **medical expenses** resulting from **bodily injury** to anyone who practices, instructs, or participates in sports or athletic activities, physical training or contests, whether on a formal or informal basis.
- If **you** are a club, **we** won't pay **medical expenses** resulting from **bodily injury** to any of **your** members.
- If **you** are a hotel, motel, or tourist court, **we** won't pay **medical expenses** resulting in a **bodily injury** to any of **your** guests.
- If **you** are a school, children's nursery or daycare center, **we** won't pay **medical expenses** resulting from **bodily injury** to adults or children in **your** care or custody. This exclusion does not apply to child care services provided free of charge in connection with scheduled church services or church sponsored events.
- **We** won't pay **medical expenses** arising out of war.
- **We** won't pay **medical expenses** for medical services provided by **you** or **your** employees, or by a person or organization under contract to **you** to provide such services.
- **We** won't pay **medical expenses** for **bodily injury** that results from the use, maintenance, repair, loading or unloading of: any **automobile** that any **insured** owns or operates or is rented or loaned to any **insured**. **We** will cover the parking of any **automobile** on premises **you** own, rent or control, or on roads or other means of access that adjoin **your premises** if that **automobile** isn't owned by or rented or loaned to any **insured**.
- **We** won't pay claims for **medical expenses** that result from the use, maintenance, repair, or loading or unloading of any aircraft or watercraft (including motors, equipment and accessories) that any **insured** owns or operates or that is rented or loaned to any **insured**. **We** will pay claims for **medical expenses** out of the use, maintenance, repair, loading or unloading of any watercraft that is: out of water on **your premises**; or not owned by any **insured** and not used to carry people or property for a charge.
- **We** won't pay claims for **medical expenses** that result from the ownership, use, maintenance, repair, or loading or unloading of **mobile equipment** while it is being used in pre-

arranged or organized racing or stunt, speed, or demolition contests, or in preparation for any such activities. We won't protect against claims for **harm** that result from the movement of **mobile equipment** by an **automobile** that is owned or operated by, rented or loaned to **you** or any other **insured**.

- We won't pay claims for **medical expenses** that results from the operation or use of a **recreational motor vehicle** or of a trailer designed for use with it.
- We won't pay claims for **medical expenses** for which **you** or **your** indemnitees may be held liable as a result of engaging in the business of manufacturing, distributing, selling or serving alcoholic beverages. These include any liabilities arising out of violation of law or regulation that

governs the sale, gift, distribution or use of alcoholic beverages; or in the selling, serving or giving of alcoholic beverages to a minor, or to a person under the influence of alcohol, or that causes or contributes to the intoxication of any person.

- If **you** lease property, or **your** indemnitee owns or leases property which is used for the manufacturing, distributing, selling, or serving of alcoholic beverages, we won't pay claims for **medical expenses** arising out of the ownership or use for these purposes.
- We won't pay claims for **medical expenses** for which **you** may be held liable under workman's compensation, unemployment or disability laws, under no-fault or uninsured motorist laws, or under any similar laws.