~~**MED PAY**~~

# COVERAGE M-~~PREMISES~~ MEDICAL PAYMENTS

For an additional premium, ***we*** provide coverage under this endorsement subject to the ***terms*** contained in the ~~General~~ Liability ~~Coverage~~coverage.

## PRINCIPAL COVERAGES

**Coverage M-~~*Premises*~~ Medical Payments**.
***We*** provide ~~***premises***~~ medical payments coverage ~~only if~~when a limit of liability is shown on the Declarations page or the Supplemental Declarations page.

## WHAT *WE* PAY FOR

***We*** pay the reasonable and necessary ***medical expenses*** incurred or medically determined within one year from the date of an accident causing ***bodily injury*** to which this coverage applies. This coverage applies only to ***bodily injury***:

1. caused by a condition on the premises ***you*** own or rent;
2. caused by a condition on ways ~~next to~~abutting premises ***you*** own or rent;
3. caused by operations covered by the ***bodily injury*** liability afforded by this policy.

## EXCLUSIONS THAT APPLY

~~***We***~~Unless specific coverage is added, ***we*** do not pay for loss resulting directly or indirectly from the following~~, unless specific coverage is added to ***your***~~:
~~policy:~~

~~(a)~~ 1. ***bodily injury***

~~(1)~~ a.

a

rising out of the ownership, maintenance, operation, use, entrusting, loading or unloading of:

~~(i~~1) any ***automobile*** or aircraft owned ~~or~~, operated by ~~or~~, rented or loaned to any ***insured***; or

~~(ii~~2) any other ***automobile*** or aircraft operated by any person in the course of his/her employment by any ***insured***~~;~~.

~~BUT this~~This exclusion DOES NOT APPLY to the parking of an ***automobile*** on the ***insured premises*** if such ***automobile*** is not owned by ~~or~~, rented or loaned to any ***insured***;

~~(2)~~ b.

a

rising out of:

~~(i~~1) the ownership, maintenance, operation, use, entrusting, loading or unloading of any ***mobile equipment*** 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; or

~~(ii~~2) the operation or use of any snowmobile or trailer designed for use therewith;

~~(3)~~c.

a

rising out of the ownership, maintenance, operation, use, entrusting, loading or unloading of:

~~(i~~1) any watercraft owned ~~or~~, operated by ~~or~~, rented or loaned to any ***insured***; or

~~(ii~~2) any other watercraft operated by any person in the course of his/her employment by any ***insured***;

BUT this exclusion DOES NOT APPLY to watercraft while ashore on the ***insured premises***; or

~~(4)~~ d.

a

rising out of and in the course of the transportation of ***mobile equipment*** by an ***automobile*** owned ~~or~~, operated by ~~or~~, rented or loaned to any ***insured***.

~~(b)~~2. ***bodily injury***

~~(1)~~a. included within the ***products / /completed operations hazard***;

~~(2)~~b.

a

rising out of operations performed for the ***named insured*** by independent contractors other than:

~~(i~~1) maintenance and repair of the ***insured premises***; or

~~(ii~~2) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

~~(3)~~ c.

r

esulting from the selling, serving or giving of any alcoholic beverage:

~~(i~~1) in violation of any statute, ordinance or regulation;

~~(ii~~2) to a minor;

~~(iii~~3) to a person under the influence of alcohol; or

~~(iv~~4) which causes or contributes to the intoxication of any person, if the ***named insured*** is a person or organization engaged in the ~~***business*** of~~ manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes;

~~BUT~~However, only part ~~(i~~1) of the exclusion ~~(b) (3)~~2.c. applies when the ***named insured*** is ~~such~~ an owner or lessor;

~~(4)~~d.

d

ue to war, whether or not declared, or to any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

~~(c)~~3. ***bodily injury***

~~(1)~~ a.

t

o any ***insured,*** any tenant of the ***insured***, or other person regularly residing on the ***insured premises*** or any person hired by or on behalf of any ***insured*** to do ***work*** for an ***insured****;*

~~(2)~~ b.

t

o any person if the ***bodily injury*** occurs on that part of the premises ***you*** own or rent that the person normally occupies;

~~(3)~~c.

t

o any person while engaged in maintenance and repair of the ***insured premises*** or alteration, demolition or new construction at ~~such~~ the premises;

~~(4)~~d.

t

o any person if any benefits for ~~such~~ ***bodily injury*** are payable or required to be provided under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

~~(5)~~e.

t

o any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

~~(6)~~f.

e

xcluded under Coverage L.

~~(d)~~4. to any ***medical expense*** for services by the ***named insured***, any ***employee*** or any person or organization under contract to the ***named insured*** to provide such services.

## DEFINITION~~S~~

The following definition applies to ~~***Premises***~~ Medical Payments:

***Medical expense*** means expenses for reasonable and necessary medical, surgical, x-ray, ~~and~~ dental ~~services, including prosthetic devices, and necessary,~~ ambulance, hospital, professional nursing and funeral services, prosthetic devices, and eyeglasses including contact lenses.

## WHAT *YOU* MUST DO IN CASE OF LOSS

Under this section in the ~~***General***~~applicable Liability ~~***Coverage*** booklet~~Agreement, the following is added:

5. **Medical Reports; Proof and Payment of Claim.**

As soon as practicable, the injured person or someone on his/her behalf, shall give to ***us*** written proof of claim, under oath if required, and shall, after each request from ***us***, execute authorization to enable ***us*** to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by ***us*** when and as often as ***we*** may reasonably require. ***We*** may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable for such injury. Payment shall not constitute an admission of liability of any person or of ***us***.

## HOW MUCH *WE* PAY FOR LOSS OR CLAIM

***Our*** Limit of Liability~~—~~:

The limit of liability as stated on the Declarations page ~~as applicable~~applying to "each person" is the limit of ***our*** liability for all ***medical expenses*** for ***bodily injury*** to ~~any~~ one person as the result of ~~any~~ one accident. ~~BUT~~However, subject to the ~~above~~ provision regarding "each person", ***our*** total liability~~,~~ under this endorsement, ~~for all ***medical expenses*** for ***bodily injury***~~ to two or more persons as the result of ~~any~~ one accident will not exceed the limit ~~of liability~~ stated on the Declarations page ~~as applicable~~applying to "each accident".