

MEDICAL PAYMENTS COVERAGE SECTION

Coverage C – Medical Payments

Insuring Agreement

- A. We will pay the usual and customary charge for reasonable expenses incurred for necessary medical and funeral services because of “bodily injury”:
1. Caused by an accident; and
 2. Sustained by an “insured”.

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

We have the right to review expenses incurred to determine if they are reasonable and necessary, and not in excess of the usual and customary charge for services. We may use any or all of the following sources to decide if any medical expense is usual and customary, reasonable, necessary and caused by an accident. These sources may include:

1. Our review of medical records and test results, or review by persons or services chosen by us;
 2. Published or public sources of medical expense information;
 3. Computer programs for analysis of medical treatment and expenses; and
 4. Exams by physicians we select.
- B. “Insured” as used in this Coverage Section means:
1. You or any “resident relative”:
 - a. While “occupying”; or
 - b. As a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
 2. Any other person while “occupying”:
 - a. “Your covered auto”; or
 - b. A motor vehicle that you do not own while being operated by you or a “resident relative”.

Exclusions

We do not provide Medical Payments Coverage for any “insured” for “bodily injury”:

1. Sustained while “occupying” any motor vehicle having fewer than four wheels.
2. Sustained while “occupying” “your covered auto” when it is being used, or during the period of time it is available for hire, as a public or livery conveyance. This Exclusion (2.) applies whether or not there is:
 - a. A passenger “occupying” the vehicle; or

- b. Property being transported for a fee in or upon the vehicle.

This Exclusion (2.) does not apply to a vehicle used for a:

- a. Share-the-expense car pool;
 - b. Charitable purpose; or
 - c. Volunteer purpose.
3. Sustained while “occupying” any vehicle located for use as a residence or premises.
 4. Occurring during the course of employment if workers’ compensation benefits are required or available for the “bodily injury”.
 5. Sustained while “occupying”, or when struck by, any vehicle (other than “your covered auto”) which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
 6. Sustained while “occupying”, or when struck by, any vehicle (other than “your covered auto”) which is:
 - a. Owned by any “resident relative”; or
 - b. Furnished or available for the regular use of any “resident relative”.

However, this Exclusion (6.) does not apply to you.
 7. Sustained while “occupying” a vehicle without a reasonable belief that such “insured” is entitled to do so. This Exclusion (7.) does not apply to a “resident relative” using “your covered auto” which is owned by you.
 8. Sustained while “occupying” a vehicle when it is being used in the “business” of an “insured”. This Exclusion (8.) does not apply to “bodily injury” sustained while “occupying” a:
 - a. Private passenger auto or sport utility vehicle;
 - b. Pickup or van, other than “your covered auto”, with a Gross Vehicle Weight Rating of 10,000 lbs. or less; or
 - c. “Trailer” used with a vehicle described in a. or b. above.
 9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
 10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.

11. Sustained while “occupying” any vehicle while participating or competing in, or practicing or preparing for, any prearranged or organized:
- Racing contest, meet or rally, whether against another vehicle or against time;
 - Demolition contest;
 - Stunting activity; or
 - High performance driving or racing instruction course or school.

This Exclusion (11.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the activities listed above.

12. Sustained while “occupying” “your covered auto” during a period it is rented or leased by you to others. However, this Exclusion (12.) does not apply to you or a “resident relative”.

Limit Of Liability

- A. The limit of liability shown in the Declarations for Coverage C is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
- “Insureds”;
 - Claims made;
 - Vehicles or premiums shown in the Declarations; or
 - Vehicles involved in the auto accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section and:
- Any other Coverage Section or part of this policy; or
 - Any other personal auto policy issued to you by us or any of our affiliates.

Other Insurance

If there is other applicable auto medical payments insurance available, any insurance we provide shall be excess over any other applicable auto medical payments insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible auto medical payments insurance.

General Provisions Section

Our Right To Recover Payment

The Our Right To Recover Payment provision is amended by adding the following:

- C. With respect to the Medical Payments Coverage Section, we shall be entitled to a recovery under paragraphs A. and B. only if:

- We have the written approval of such person; or
- The person has been fully compensated for damages.

Any recovery by us shall be reduced by our pro rata share of such person’s attorney’s fees incurred in obtaining the recovery from another source.