

MEDICAL PAYMENTS COVERAGE

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

This policy provides Medical Payments Coverage to the vehicles to which this endorsement applies.

Additional Definitions

Insured:

1. If the "ENTITY" shown on the Declarations is other than "Individual", then **insured** means any **person** while **occupying**:

- a. a **your car** to which this endorsement applies;
- b. a **newly acquired car**;
- c. a **temporary substitute car** that is temporarily replacing a **car** described in a. or b. above; or
- d. a **trailer** while attached to a **car** described in a., b., or c. above.

Such vehicle must be used within the scope of **your** consent.

2. If the "ENTITY" shown on the Declarations is "Individual", then **insured** means:

a. **you, your spouse** and **resident relatives** while **occupying**:

- (1) a **your car** to which this endorsement applies;
- (2) a **newly acquired car**;
- (3) a **temporary substitute car** that is temporarily replacing a **car** described in (1) or (2) above;
- (4) a **non-owned car**; or
- (5) a **trailer** while attached to a **car** described in (1), (2), (3), or (4) above;

b. **you, your spouse** and **resident relatives** if struck as a **pedestrian** by a motor vehicle or any type of trailer; and

c. any other **person** while **occupying**:

- (1) a **your car** to which this endorsement applies;
- (2) a **newly acquired car**;
- (3) a **temporary substitute car** that is temporarily replacing a **car** described in (1) or (2) above; or
- (4) a **trailer** while attached to a **car** described in (1), (2), or (3) above.

Such vehicle must be used within the scope of **your** consent.

Medical Expenses mean **reasonable expenses** for **medical services**.

Medical Services mean treatments, procedures, products, and other services that are:

1. necessary to achieve maximum medical improvement for the **bodily injury**;
2. rendered by a healthcare provider:
 - a. who is licensed as a healthcare provider if a license is required by law; and
 - b. within the legally authorized scope of that healthcare provider's practice;
3. commonly and customarily recognized throughout the medical profession and within the United States of America as appropriate for the treatment of the **bodily injury**;
4. primarily designed to serve a medical purpose;
5. not experimental; and
6. not for research purposes.

Non-Owned Car means a land motor vehicle, designed for use primarily on public roads, with four or more wheels that is in the lawful possession of **you, your spouse**, or any **resident relative** and that neither:

1. is **owned by**:
 - a. **you**;
 - b. **your spouse**;
 - c. any **resident relative**;
 - d. any other **person** who resides primarily in **your** household; or
 - e. an employer of any **person** described in a., b., c., or d. above; nor
2. has been operated by, rented by, or in the possession of:
 - a. **you**;
 - b. **your spouse**; or
 - c. any **resident relative**during any part of each of the 31 or more consecutive days immediately prior to the date of the accident.

Non-owned car does not include:

1. Any vehicle while located for use as a dwelling or other premises; or
2. A truck-tractor designed to pull any type of trailer.

Reasonable Expenses mean the lowest of any one of the following charges:

1. The usual and customary fees charged by a majority of healthcare providers who provide similar **medical services** in the geographical area in which the charges were incurred;

2. The fee specified in any fee schedule:
 - a. applicable to medical payments coverage, no-fault coverage, or personal injury protection coverage included in motor vehicle liability policies issued in the state where **medical services** are provided; and
 - b. as prescribed or authorized by the law of the state where **medical services** are provided;
3. The fees agreed to by both the **insured's** healthcare provider and **us**; or
4. The fees agreed upon between the **insured's** healthcare provider and a third party when **we** have a contract with such third party.

Insuring Agreement

We will pay:

1. **medical expenses** incurred because of **bodily injury** that is sustained by an **insured** and caused by a motor vehicle accident if:
 - a. that **insured** is first provided **medical services** within one year immediately following the date of the accident; and
 - b. such **medical expenses** are for **medical services** that are provided within three years immediately following the date of the accident; and
2. funeral expenses incurred for an **insured** who dies within three years immediately following the date of a motor vehicle accident if the death is a direct result of **bodily injury** sustained in such accident.

Determining Medical Expenses

We have the right to:

1. obtain and use:
 - a. utilization reviews;
 - b. peer reviews; and
 - c. medical bill reviewsto determine if the incurred charges are **medical expenses**.
2. use a medical examination of the **insured** to determine if:
 - a. the **bodily injury** was caused by a motor vehicle accident; and
 - b. the expenses incurred are **medical expenses**; and
3. enter into a contract with a third party that has an agreement with the **insured's** healthcare provider to charge fees as determined by that agreement.

Arbitration

1. If there is a disagreement as to whether incurred charges are **medical expenses**, then the disagreement will be resolved by arbitration upon written request of the **insured** or **us**.

2. The arbitration will take place in the county in which the **insured** resides unless the parties agree to another location.

The **insured** and **we** will each select a competent arbitrator. These two arbitrators will select a third competent arbitrator. If they are unable to agree on the third arbitrator within 30 days, then either the **insured** or **we** may petition a court that has jurisdiction to select the third arbitrator.

Each party will pay the cost of its own arbitrator, attorneys, and expert witnesses, as well as any other expenses incurred by that party. Both parties will share equally the cost of the third arbitrator.

3. The arbitrators shall only decide whether incurred charges are **medical expenses**. Arbitrators shall have no authority to decide any other questions of fact, decide any questions of law, or conduct arbitration on a class-wide or class-representative basis.
4. A written decision that is both agreed upon by and signed by any two arbitrators, and that also contains an explanation of how they arrived at their decision, will be binding on:
 - a. **us**;
 - b. the **insured**;
 - c. any assignee of the **insured**; and
 - d. any **person** or organization with whom the **insured** expressly or impliedly contracts for **medical services**.
5. Subject to 1., 2., 3., and 4. above, state court rules governing procedure and admission of evidence will be used.
6. **We** do not waive any of **our** rights by submitting to arbitration.

Limit

The Medical Payments Coverage limit is shown in the "COVERAGES AND LIMITS" schedule on the Declarations. The dollar amount shown under "Each Person" is the most **we** will pay for the **medical expenses** and funeral expenses combined, incurred by or on behalf of any one **insured** as a result of any one accident, regardless of the number of:

1. **insureds**;
2. claims made;
3. vehicles insured;
4. premiums shown on the Declarations; or
5. vehicles involved in the accident.

Subject to the "Each Person" limit shown on the Declarations, the most **we** will pay for funeral expenses incurred for any one **insured** is \$3,000.

Nonduplication

We will not pay any **medical expenses** or funeral expenses under Medical Payments Coverage that have already been paid:

1. as damages under Liability Coverage, Uninsured Motorists Coverage, or Supplementary Uninsured/Underinsured Motorists Coverage of any policy issued by the **State Farm Companies to you, your spouse**, or any **resident relative**; or
2. by or on behalf of a party who is legally liable for the **insured's bodily injury**.
8. WHOSE **BODILY INJURY** RESULTS FROM WAR OF ANY KIND;
9. WHOSE **BODILY INJURY** RESULTS FROM:
 - a. NUCLEAR REACTION;
 - b. RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE; OR
 - c. THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;

Exclusions

THERE IS NO COVERAGE FOR AN **INSURED**:

1. WHO IS STRUCK AS A **PEDESTRIAN** BY A MOTOR VEHICLE, **OWNED BY THAT INSURED, YOU, OR YOUR SPOUSE**, IF IT IS NOT A **YOUR CAR** TO WHICH THIS ENDORSEMENT APPLIES OR A **NEWLY ACQUIRED CAR**;
2. IF ANY WORKERS' COMPENSATION LAW OR ANY SIMILAR LAW APPLIES TO THAT **INSURED'S BODILY INJURY**;
3. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT **INSURED'S** EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A **CAR BUSINESS**. This exclusion does not apply:
 - a. to:
 - (1) **you**;
 - (2) **your spouse**;
 - (3) any **resident relative**; or
 - (4) any other **insured** while that **insured** is acting in the course of **your** business; and
 - b. while maintaining or using:
 - (1) a **your car** to which this endorsement applies;
 - (2) a **newly acquired car**;
 - (3) a **temporary substitute car** that is temporarily replacing a car described in b.(1) or b.(2) above; or
 - (4) a **trailer owned by you or your spouse**;
4. WHILE MAINTAINING OR USING A **NON-OWNED CAR** IN ANY BUSINESS OR OCCUPATION OTHER THAN A **CAR BUSINESS** OR VALET PARKING. This exclusion does not apply to the maintenance or use of a **private passenger car**;
5. WHILE THAT **INSURED** IS VALET PARKING A VEHICLE;
6. WHO IS EITHER **OCCUPYING** OR STRUCK AS A **PEDESTRIAN** BY A VEHICLE THAT IS LOCATED FOR USE AS A DWELLING OR OTHER PREMISES;
7. WHO IS STRUCK AS A **PEDESTRIAN** BY A VEHICLE THAT:
 - a. IS DESIGNED FOR USE PRIMARILY OFF PUBLIC ROADS WHILE OFF PUBLIC ROADS; OR
 - b. RUNS ON RAILS OR CRAWLER-TREADS;
10. WHOSE **BODILY INJURY** RESULTS FROM THE DISCHARGE OF A FIREARM;
11. WHO IS **OCCUPYING** A VEHICLE WHILE IT IS:
 - a. BEING PREPARED FOR, USED IN PRACTICE FOR, OR OPERATED IN ANY RACING CONTEST, SPEED CONTEST, HILL-CLIMBING CONTEST, JUMPING CONTEST, OR ANY SIMILAR CONTEST; OR
 - b. ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING. This exclusion (11.b.) does not apply if the vehicle is being used in connection with an activity other than racing, high-speed driving, or any type of competitive driving;
12. WHOSE **BODILY INJURY** RESULTS FROM THE OPERATION, MAINTENANCE, OR USE OF ANY EQUIPMENT THAT IS TOWED BY, MOUNTED ON, OR CARRIED ON ANY VEHICLE. This exclusion does not apply to equipment:
 - a. mounted on the vehicle and designed solely for the loading or unloading of the vehicle; or
 - b. designed for:
 - (1) snow removal;
 - (2) street cleaning; or
 - (3) road maintenance, other than construction or resurfacing;
13. WHOSE **BODILY INJURY** RESULTS FROM ANY VEHICLE WHILE PARKED AND FUNCTIONING AS AN OFFICE OR BUSINESS PREMISES. This exclusion does not apply:
 - a. to the loading and unloading of equipment or supplies; or
 - b. if such vehicle is maintained primarily to transport **persons** or cargo; OR
14. FOR **BODILY INJURY** ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A MOTOR VEHICLE WHILE THE MOTOR VEHICLE IS BEING USED BY A **TRANSPORTATION NETWORK COMPANY DRIVER** WHO IS LOGGED ONTO A **TRANSPORTATION NETWORK COMPANY'S DIGITAL NETWORK** BUT IS NOT

ENGAGED IN A **TRANSPORTATION NETWORK COMPANY PREARRANGED TRIP** OR WHILE THE DRIVER PROVIDES A **TRANSPORTATION NETWORK COMPANY PREARRANGED TRIP** PURSUANT TO ARTICLE 44-B OF THE VEHICLE AND TRAFFIC LAW.

If Other Medical Payments Coverage or Similar Vehicle Insurance Applies

1. An **insured** shall not recover for the same **medical expenses** or funeral expenses under both this coverage and other medical payments coverage, or similar vehicle insurance.
2. If Medical Payments Coverage provided by this policy and one or more other vehicle policies issued to **you, your spouse, or any resident relative** by the **State Farm Companies** apply to the same **bodily injury**, then:
 - a. the Medical Payments Coverage limits of such policies shall not be added together to determine the most that may be paid; and
 - b. the maximum amount that may be paid from all such policies combined is the single highest applicable limit provided by any one of the policies. **We** may choose one or more policies from which to make payment.
3. The Medical Payments Coverage provided by this policy applies as primary coverage for an **insured** who sustains **bodily injury** while **occupying a your car** or a **trailer** attached to it.
 - a. If:
 - (1) this is the only vehicle policy issued to **you, your spouse, or any resident relative** by the **State Farm Companies** that provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as primary coverage; and
 - (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the **State Farm Companies** also applies as primary coverage for the same accident,
then **we** will pay the proportion of **medical expenses** and funeral expenses payable as primary that **our** applicable limit bears to the sum of **our** applicable limit and the limits of all other medical payments coverage or similar vehicle insurance that apply as primary coverage.
 - b. If:
 - (1) more than one vehicle policy issued to **you, your spouse, or any resident relative** by the **State Farm Companies** provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as primary coverage; and

- (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the **State Farm Companies** also applies as primary coverage for the same accident,

then the **State Farm Companies** will pay the proportion of **medical expenses** and funeral expenses payable as primary that the maximum amount that may be paid by the **State Farm Companies** as determined in 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as primary coverage.

4. Except as provided in 3. above, the Medical Payments Coverage provided by this policy applies as excess coverage.
 - a. If:
 - (1) this is the only vehicle policy issued to **you, your spouse, or any resident relative** by the **State Farm Companies** that provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and
 - (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the **State Farm Companies** also applies as excess coverage for the same accident,
then **we** will pay the proportion of **medical expenses** and funeral expenses payable as excess that **our** applicable limit bears to the sum of **our** applicable limit and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.
 - b. If:
 - (1) more than one vehicle policy issued to **you, your spouse, or any resident relative** by the **State Farm Companies** provides Medical Payments Coverage or other similar vehicle insurance which applies to the accident as excess coverage; and (2) medical payments coverage or other similar vehicle insurance provided by one or more sources other than the **State Farm Companies** also applies as excess coverage for the same accident,
then the **State Farm Companies** will pay the proportion of **medical expenses** and funeral expenses payable as excess that the maximum amount that may be paid by the **State Farm Companies** as determined in 2. above bears to the sum of such amount and the limits of all other medical payments coverage or similar vehicle insurance that apply as excess coverage.

Our Payment Options

We may, at **our** option, make payment to one or more of the following:

1. The **insured**;
2. The **insured's** surviving spouse;
3. A parent or guardian of the **insured**, if the **insured** is a minor or an incompetent **person**;
4. A **person** authorized by law to receive such payment; or
5. Any **person** or organization that provides the **medical services** or funeral services.

INSURED'S DUTIES

The following are added:

1. Questioning Under Oath – Medical Payments Coverage

Under Medical Payments Coverage, each **insured**, or any other **person** or organization making claim or seeking payment must, at **our** option, submit to an examination under oath, provide a statement under oath, or do both, as reasonably often as **we** require. Such **person** or organization must answer questions under oath, asked by anyone **we** name, and sign copies of the answers. **We** may require each **person** or organization answering questions under oath to answer the questions with only that **person's** or organization's legal representative, **our** representatives, any **person** or **persons** designated by **us** to record the questions and answers, and no other **person** present.

2. Other Duties Under Medical Payments Coverage

A **person** making claim under Medical Payments Coverage must:

- a. notify **us** of the claim and give **us** all the details about the death, injury, treatment, and other information that **we** may need as soon as reasonably possible after the injured **insured** is first examined or treated for

the injury. If the **insured** is unable to give **us** notice, then any other **person** may give **us** the required notice;

- b. be examined as reasonably often as **we** may require by physicians chosen and paid by **us**. A copy of the report will be sent to the **person** upon written request;
- c. provide written authorization for **us** to obtain medical bills, medical records, and any other information **we** deem necessary to substantiate the claim.

If an injured **insured** is a minor, unable to act, or dead, then their legal representative must provide **us** with the written authorization.

If the holder of the information refuses to provide it to **us** despite the authorization, then at **our** request the **person** making claim or their legal representative must obtain the information and promptly provide it to **us**;

- d. submit to **us** all information **we** need to comply with federal and state laws and regulations; and
- e. allow **us** to inspect the vehicle that the **insured occupied** in the accident.

GENERAL TERMS

The following are added:

Our Right to Recover Our Payments

Medical Payments Coverage payments are not recoverable by **us**.

Legal Action Against Us – Medical Payments Coverage

Legal action may not be brought against **us** until there has been full compliance with all the provisions of this policy. In addition, legal action may only be brought against **us** if the legal action relating to this coverage is brought against **us** within four years immediately following the date of the accident.