

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

### PROTECTION AND INDEMNITY COVERAGE FORM

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#### COVERAGE

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"We" pay the necessary medical, ambulance, hospital, professional nursing and funeral costs for "bodily injury" arising out of an accident involving the ownership, maintenance or use of a "vessel".

1. **Coverage Limitation** – "We" will pay medical expenses for "bodily injury" if the expenses are incurred or medically determined to be necessary within three years from the date of an accident.
2. **Limits** – The most "we" pay for any one person for any one accident is the "limit" shown on the Declarations for Medical Payments Coverages.

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#### EXCLUSIONS

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The following exclusions apply to Medical Payments Coverage:

- a. **Workers' Compensation** – "We" do not pay for "bodily injury" to a person who is entitled to benefits that are provided or required to be provided under any law or regulation covering:
  - (1) U.S. Longshore and Harbor Workers' Compensation Act; or
  - (2) Workers' Compensation; or
  - (3) Non-occupational disability; or
  - (4) Occupational disease.
- b. **Trespassers** – "We" do not pay for "bodily injury" to a person who is in or on the "vessel" as a trespasser.

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#### WHAT MUST BE DONE IN CASE OF LOSS

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##### Duties that Apply to Medical Payments Coverage

An injured person or someone acting on behalf of that person must:

- a. Give "us" written proof of a claim (under oath if "we" request) as soon as practicable; and
- b. Authorize "us" to get copies of medical records.

The injured person must submit to physical examinations by doctors chosen by "us" when and as often as "we" may reasonably require.

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**HOW MUCH WE PAY**

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1. **Limit** – The “limit” shown on the Declarations for Medical Payments Coverage, is the most “we” will pay for all medical expenses payable for “bodily injury” to one person as a result of an “occurrence”. We will make these payments regardless of fault.
2. **Reduction of Amounts Payable** – No one will be entitled to receive duplicate payments for the same elements of loss under this coverage.
3. **Aggregate Limit** – The maximum “we” will pay in any policy period, regardless of the number of persons who sustain “bodily injury” or “occurrences”, is the “limit” shown on the Declarations for Protection and Indemnity Coverage.
4. **No Admission of Liability** – The payment of a claim under Medical Payments Coverage is not an admission that “we” are liable under Protection and Indemnity Coverage.
5. **Insurance Under More than One Policy**
  - a. If this form and any other form or policy issued to “you” by “us” applies to the same loss or claim, “our” maximum “limit” under all such insurance will not exceed the highest applicable “limit” under any one form or policy.

However, if the other insurance is specifically written as excess over this form, the “limit” of this form applies first.
  - b. If other insurance that applies to the loss or claim is provided under a policy that has not been issued to “you” by “us”, this form is excess over any other insurance.

However, if the other insurance is specifically written as excess insurance over this form, the “limit” of this form applies first.

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**PAYMENT OF LOSS OR CLAIM**

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**PAYMENT OF LOSS OR CLAIM**

Payment for medical expenses may be made to the injured person, his or her representative or the provider of medical services.

All other terms and conditions of this policy remain unchanged.