

## TOTAL DISABILITY COVERAGE

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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.

The policy provides Total Disability Coverage if a premium is shown under "Coverage Symbol T" in the "POLICY PREMIUM" schedules on the Declarations

### Additional Definitions

**Insured** means a **person** whose name is shown immediately following the title of this endorsement on the Declarations.

**Total Disability** means:

1. during the first year from the start of the **insured's** disability, the **insured** is continuously unable to work in their occupation; and
2. after the first year, the **insured** is continuously unable to work in a gainful occupation for which the **insured** is reasonably fitted by education, training or experience.

**Weekly Indemnity** means the amount **we** pay for each week the **insured** sustains **total disability**. It is the lower of:

1. the dollar amount shown in the "COVERAGES AND LIMITS" schedule on the Declarations, or
2. two-thirds of the **insured's** average weekly earnings on the date of the accident. Average weekly earnings is the **insured's** total earnings for the 52 weeks just prior to the date of the accident, divided by 52.

### Insuring Agreement

**We** will pay **weekly indemnity** because of the **insured's total disability**. The **total disability** must:

1. be the direct result of **bodily injury** caused by an accident that involves the use of a land motor vehicle or any type of trailer as a vehicle and not due to any other cause. At the time of the accident the **insured** must be **occupying** or be struck as a **pedestrian** by a land motor vehicle or any type of trailer;
2. start within 20 days immediately following the date of the accident; and
3. last for a period of at least seven consecutive days.

### Limit

260 weeks is the maximum number of weeks for which we will pay **weekly indemnity** to any one **insured** due to any one accident.

**We** will pay once every four weeks the **insured's weekly indemnity** owed.

### Death During Total Disability

If a **person** who is an **insured** under both Death, Dismemberment and Loss of Sight Coverage and Total Disability Coverage dies during a period of **total disability**, the time limit for death under Death, Dismemberment and Loss of Sight Coverage is extended to one year immediately following the date of the accident.

### Exclusions

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

1. WHILE IN THE COURSE AND SCOPE OF THEIR EMPLOYMENT IN A **CAR BUSINESS**;
2. WHILE **OCCUPYING**, LOADING, OR UNLOADING:
  - a. AN EMERGENCY VEHICLE IN THE COURSE AND SCOPE OF THEIR EMPLOYMENT;
  - b. A VEHICLE, OTHER THAN AN EMERGENCY VEHICLE, WHILE USED IN THE:
    - (1) **INSURED'S** BUSINESS; OR
    - (2) COURSE AND SCOPE OF THEIR EMPLOYMENT IN OTHER THAN A **CAR BUSINESS**.This exclusion (2.b.) does not apply if the vehicle is a **private passenger car**;
  - c. A MILITARY VEHICLE; OR
  - d. A VEHICLE WHILE IT IS:

- (1) 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
  - (2) ON A TRACK DESIGNED PRIMARILY FOR RACING OR HIGH-SPEED DRIVING. This exclusion (2.d.(2)) 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;
3. WHILE **OCCUPYING**, LOADING, UNLOADING, OR WHO IS STRUCK AS A **PEDESTRIAN** BY:
    - a. A MOTOR VEHICLE THAT RUNS ON RAILS OR CRAWLER-TREADS;
    - b. A MOTOR VEHICLE THAT IS DESIGNED FOR USE PRIMARILY OFF PUBLIC ROADS WHILE OFF PUBLIC ROADS; OR
    - c. A MOTOR VEHICLE OR ANY TYPE OF TRAILER, EITHER OF WHICH IS LOCATED FOR USE AS A DWELLING OR OTHER PREMISES; OR
  4. FOR **TOTAL DISABILITY** THAT RESULTS FROM:
    - a. WAR OF ANY KIND;
    - b. NUCLEAR REACTION, RADIATION OR RADIOACTIVE CONTAMINATION FROM ANY SOURCE, OR THE ACCIDENTAL OR INTENTIONAL DETONATION OF, OR RELEASE OF RADIATION FROM, ANY NUCLEAR OR RADIOACTIVE DEVICE;
    - c. THE DISCHARGE OF A FIREARM;
    - d. EXPOSURE TO **FUNGI**;
    - e. SUICIDE OR ATTEMPTED SUICIDE REGARDLESS OF WHETHER THE **INSURED** WAS SANE OR INSANE; OR
    - f. DISEASE except pus-forming infection due to **bodily injury** sustained in the accident.

#### **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**; or
4. A **person** or organization authorized by law to receive such payment.

#### **INSURED'S DUTIES**

The following are added:

##### **1. Questioning Under Oath – Total Disability Coverage**

Under Total Disability 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 Total Disability Coverage**

A **person** making claim under Total Disability 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, wage information, salary information, employment information, and any other information **we** deem necessary to substantiate the claim.

Such authorizations must not:

- (1) restrict **us** from performing **our** business functions in:
  - (a) obtaining records, bills, information, and data; nor
  - (b) using or retaining records, bills, information, and data collected or received by **us**;
- (2) require **us** to violate federal or state laws or regulations;
- (3) prevent **us** from fulfilling **our** data reporting and data retention obligations to insurance regulators; or
- (4) prevent **us** from disclosing claim information and data:
  - (a) to enable performance of **our** business functions;
  - (b) to meet **our** reporting obligations to insurance regulators;
  - (c) to meet **our** reporting obligations to insurance data consolidators; and
  - (d) as otherwise permitted by law.

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

### 1. Where Coverage Applies

The following is added:

Total Disability Coverage applies anywhere in the world.

### 2. Changes to This Policy

Paragraph b.(2) does not apply.

### 3. Our Right to Recover Our Payments

The following is added:

Total Disability Coverage payments are not recoverable by **us**.