

DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE AND TOTAL DISABILITY 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.

DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE

This policy provides Death, Dismemberment and Loss of Sight Coverage if a premium is shown under "Coverage Symbol S" in the "POLICY PREMIUM" schedules on the Declarations.

Additional Definition

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

Insuring Agreement

We will pay the highest applicable benefit shown in the following Death, Dismemberment and Loss of Sight Benefits Schedules if an **insured**:

1. dies; or
2. suffers dismemberment or permanent loss of sight, as described in the schedule

as the direct result of 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.

The **insured** must be **occupying** or be struck as a **pedestrian** by a land motor vehicle or any type of trailer at the time of the accident. The death, dismemberment, or permanent loss of sight must occur within 90 days immediately following the date of the accident.

Benefit

The applicable benefit shown in the schedule is the most **we** will pay for any one **insured** in any one accident. Any benefit paid or payable for dismemberment or permanent loss of sight reduces the death benefit.

**Death, Dismemberment and
Loss of Sight Benefits Schedules**

We will pay the applicable benefit shown below for death or for the described dismemberment or permanent loss of sight:	
Death	\$10,000
Loss of both hands; both feet; all sight of both eyes; one hand and one foot; or one hand or one foot and all sight of one eye	\$10,000
Loss of one hand or one foot; or all sight of one eye	\$5,000
Loss of the thumb and a finger on one hand; or any three fingers	\$3,000
Loss of any two fingers	\$2,000
The hand must be cut off through or above the wrist. The foot must be cut off through or above the ankle. The whole thumb or finger must be cut off.	

The benefits shown in the schedules are doubled for an **insured** who at the time of the accident was **occupying a private passenger car** and using a seat belt in the manner recommended by the vehicle's manufacturer.

TOTAL DISABILITY COVERAGE

This policy provides Total Disability Coverage if "T" is shown under "SYMBOLS" on the Declarations.

Additional Definitions

Average Weekly Earnings means the **insured's** total earnings for the 52 weeks just prior to the date of the accident, divided by 52.

Insured means a **person** whose name is shown under "Total Disability Coverage - Persons Insured" 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 they are reasonably fitted by education, training or experience.

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

1. **you**, this amount is:
 - a. during the first 52 weeks benefits are payable:
 - (1) the amount shown on the Declarations for **you**, if **you** are gainfully employed; or
 - (2) 50% of the amount shown on the Declarations for **you**, if **you** are not gainfully employed.
 - b. after the first 52 weeks, the lower of:
 - (1) the amount shown on the Declarations for **you**; or
 - (2) **your average weekly earnings** on the date of the accident.
2. other than **you**, this amount is the lower of:
 - a. the amount shown on the Declarations for that **insured**; or
 - b. that **insured's average weekly earnings** on the date of the accident.

Insuring Agreement

We will pay an **insured's weekly indemnity** because of their **total disability**. That **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.

If Other Total Disability Coverage Applies

If other vehicle total disability coverage issued by **us** or any other insurer applies to the **insured**, then **we** are liable only for **our** share of the amount payable. **Our** share is that percent that the limit of liability of this policy bears to the sum of all vehicle total disability coverages that apply. No **insured** shall recover, from all such total disability coverages combined, more than the **insured's average weekly earnings** on the date of the accident.

Exclusions – Death, Dismemberment and Loss of Sight Coverage and Total Disability Coverage

DEATH, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE AND TOTAL DISABILITY COVERAGE DO NOT APPLY TO 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 DEATH, DISMEMBERMENT, LOSS OF SIGHT, OR **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 – Death, Dismemberment and Loss of Sight Coverage and Total Disability Coverage

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 – Death, Dismemberment and Loss of Sight Coverage and Total Disability Coverage

Under Death, Dismemberment and Loss of Sight Coverage or 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 Death, Dismemberment and Loss of Sight Coverage and Total Disability Coverage

a. A **person** making claim under Death, Dismemberment and Loss of Sight Coverage or Total Disability Coverage must:

- (1) 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;
- (2) 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;
- (3) 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:

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

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