

LOSS OF EARNINGS 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 Loss of Earnings Coverage if a premium is shown under "Coverage Symbol Z" 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 the *insured's* inability to work, either full or part time, in their occupation or any other similar occupation for which he or she is reasonably fitted by education, training, or experience.

Weekly Earnings means 85% of all earnings for the *insured's* services before any deductions. When **weekly earnings** cannot be determined on a weekly basis an average will be used. The average is 85% of the total earnings for the 52 weeks just prior to the accident divided by 52.

Insuring Agreement

We will pay an *insured's* loss of **weekly earnings**, which occur while the *insured* is living, due to continuous **total disability** that:

1. is 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; and
2. starts within 20 days immediately following the date of the accident and lasts for a period of at least 30 consecutive days. **We** will not pay for the first seven days of the 30 day period.

Limit

The most **we** will pay any one *insured* is:

1. \$250 for each full workweek of **total disability**; and
2. a pro rata portion of \$250 for less than a full workweek of **total disability**.

Subject to 1. and 2. above, the most **we** will pay any one *insured* for all loss of **weekly earnings** due to any one accident is \$15,000.

We will pay once every two weeks the *insured's* loss of **weekly earnings** owed.

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; or
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 – Loss of Earnings Coverage

Under Loss of Earnings 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 Loss of Earnings Coverage

A **person** making claim under Loss of Earnings 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;
- f. make a claim under this policy;
- g. report to **us** when that **person** has a **total disability**; and
- h. provide proof of continued **total disability** when **we** ask for it.

GENERAL TERMS

1. Where Coverage Applies

The following is added:

Loss of Earnings 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:

Loss of Earnings Coverage payments are not recoverable by **us**.

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