

AMENDATORY ENDORSEMENT ACCIDENTAL DEATH COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ACCIDENTAL DEATH COVERAGE

This endorsement modifies insurance provided under the following:

ILLINOIS PERSONAL AUTOMOBILE INSURANCE POLICY

Coverage L-Accidental Death. This endorsement provides indemnity for loss of life resulting from bodily injury caused solely by an accident. To the extent herein limited and provided and in consideration of your payment of the premium in reliance upon your statements in any application forms relevant hereto (all of which are incorporated herein), and subject to all limits, exclusions, conditions, and other terms of this endorsement, the Company does hereby agree to insure the named insured against death occurring within ninety (90) days of Injury and resulting from Injury sustained by the named insured during the policy period applicable hereto, in the amount of \$5,000.00 for the policy period applicable hereto, to the extent herein limited and provided. The maximum benefit payable under this coverage is \$5,000.00 during the policy period stated in the Declarations of the policy to which this endorsement is attached or the policy period applicable hereto if this coverage is added after the inception date of said policy regardless of the number of owned automobiles or the number of persons insured hereunder.

"Injury" wherever used in this endorsement means accidental bodily injuries sustained by the named insured which are the direct cause of loss, independent of disease, sustained as a result of operating, driving, or riding in the named insured's owned automobile, or as a result of the burning or exploding of the named insured's owned automobile while this endorsement is in force.

The coverage provided by this endorsement shall be effective during the policy period set forth in the Declarations of the policy to which this endorsement is attached or if this coverage is added after the inception date of said policy, coverage shall be effective as of the effective date of the amended Declarations adding this coverage. All periods of insurance begin and end at 12:01 a.m. Standard Time, at the place of residence of the named insured.

Definitions. The definitions under Part I of the policy apply to this endorsement.

EXCLUSIONS AND LIMITATIONS

- (A) This endorsement shall not cover death caused by Injury arising out of the use by any person of an owned automobile without a reasonable belief that the person is entitled to do so.
- (B) This endorsement shall not cover death caused by (1) Injury arising out of the operation of an owned automobile in any pre-arranged or organized race or speed contest; (2) suicide or any suicide attempt, while sane or insane; (3) war or any act of war, or service in any military, naval or air force of any country; (4) participation in any civil disorder or riot; (5) participation in a crime, attempt to commit a crime, or commission of a crime; or (6) Injury sustained while engaging in an illegal occupation.
- (C) This endorsement shall not cover death from an Injury occurring outside the continental United States.
- (D) This endorsement shall not cover death from an Injury occurring while the named insured is operating, driving or riding in a non-owned automobile.

UNIFORM PROVISIONS

Entire Contract: This endorsement, including any further endorsements and the attached papers, if any, constitutes the entire contract of insurance with respect to the coverage provided hereunder. No change to this endorsement shall be valid until approved by an executive officer of the Company and reflected by amended Declarations issued by the Company. No agent has authority to change this endorsement or waive any of its provisions.

Proof of Loss: Written proof of loss must be given to the Company within ninety (90) days of the named insured's death. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the case of legal incapacity, later than one year from the time proof is otherwise required. The Company shall have the right. Within thirty (30) days of receipt of the written proof of loss. To request additional documentation to support the claim.

Time of Payment of Claims: The Company shall pay claims payable under this endorsement within thirty (30) days of receipt of due written proof of loss. If payment is not made within such thirty (30)-day period, the Company shall also pay nine (9%) percent per annum interest from the thirtieth (30th) day after receipt of due written proof of loss until payment is made. Unless such interest payment is less than one (\$1) Dollar.

Payment of Claims: Claims payable under this policy shall be made to the estate of the named insured. Notwithstanding this, the Company shall have the right to pay, up to One Thousand (\$1,000) Dollars per person. To any person related to the named insured by blood, marriage legally recognized civil union in Illinois or adoption whom the Company deems is equitably entitled to the payment. Any such payment made by the Company in good faith shall fully discharge the Company to the extent of such payment.

Physical Examination and Autopsy: The Company, at its own expense, shall have the right and opportunity to make an autopsy where it is not forbidden by law.

Assignment: The Company will not assume responsibility for determining the validity of an assignment of the named insured's benefits to a provider of services. No such assignment of benefits will be recognized until the Company has received notice of it at its offices.

Legal Actions: No action at law or in equity shall be brought to recover on this endorsement prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this endorsement. No such action shall be brought after the expiration of three years after the time proof of loss is required to be furnished, except that the running of such period shall be tolled from the date proof of loss is filed with the Company. in whatever form 1s required by the Company, until the date the claim is denied in whole or in part.

Reimbursement Provision: If a covered person incurs expenses for Injury that occurred due to the negligence of a third party, A) we have the right to reimbursement for all benefits we paid from any and all damages collected from the third party for those same expenses whether by action at law, settlement, or compromise, by the covered person, covered person's parents, if the covered person is a minor, or covered person's legal representative as a result of that Injury; and B) we are assigned the right to recover from the third party, or his or her insurer, to the extent of the benefits we paid for that Injury. We shall have the right to reimbursement out of all funds the covered person, the covered person's parents, if the covered person is a minor, or the covered person's legal representative, is or was able to obtain for the same expenses we have paid as a result of that Injury. You are required to furnish any information or assistance or provide any documents that we may reasonably require in order to obtain our rights under this provision. This provision applies whether or not the third party admits liability.