

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE DEATH INDEMNITY AND TOTAL DISABILITY COVERAGES – TEXAS

SCHEDULE

Coverage is provided where a premium and a limit of liability is shown for the coverage.			
Coverage	Insured	Limit Of Liability	Premium
A. Death Indemnity	1.	per accident	\$
	2.	per accident	\$
	3.	per accident	\$
B. Total Disability (200 Week Maximum)	1.	per week	\$
	2.	per week	\$
	3.	per week	\$
Total Premium			\$
With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.			

I. Definitions

The following definitions are added:

1. "Auto" means a land motor vehicle or "trailer" other than:
 - a. A farm type tractor or other equipment designed for use principally off public roads, while not on public roads; or
 - b. Any vehicle:
 - (1) Operated on rails or crawler treads; or
 - (2) While located for use as a residence or premises.
2. "Insured" as used in this endorsement means the individual(s) named in the Schedule or in the Declarations for each applicable coverage.

II. Automobile Death Indemnity And Total Disability Coverages Insuring Agreement

INSURING AGREEMENT

A. Coverage A – Death Indemnity

If the Schedule or Declarations indicate that Coverage A applies, we will pay the limit of liability shown in the Schedule or in the Declarations for Death Indemnity in the event of the death of the "insured" to the:

1. Surviving spouse, if a resident of the same household at the time of the accident;

2. Parent, if:

- a. A resident of the same household at the time of the accident;
 - b. There is no surviving spouse; and
 - c. The "insured" was a minor.
- 3. "Insured's" estate if A.1. and A.2. above are not applicable.**

The death must result from "bodily injury" caused by an accident and sustained by the "insured" while "occupying", or when struck by, an "auto", provided the death occurs within:

1. 90 days from the date of the accident; or
2. 52 weeks from the date of the accident and during a period of continuous total disability of the "insured" for which weekly indemnity is payable under Coverage B.

We shall have the right and opportunity to make an autopsy where it is not forbidden by law.

B. Coverage B – Total Disability Benefits

If the Schedule or Declarations indicate that Coverage B applies, we will pay the limit of liability shown in the Schedule or Declarations for the period of continuous total disability of the "insured". The total disability must result from "bodily injury" caused by an accident and sustained by the "insured" while "occupying", or when struck by, an "auto", provided such disability occurs within 20 days from the date of the accident. However, payments shall be made for no more than a period of 200 consecutive weeks from the date such disability begins. For purposes of this endorsement, total disability means any disability, only if it shall continuously prevent the "insured" from performing the usual duties of his or her regular occupation.

EXCLUSIONS

We do not provide Automobile Death Indemnity and Total Disability Coverages for any "insured":

- A. Who intentionally causes "bodily injury" to himself or herself.
- B. For "bodily injury" or death:
 1. Occurring during the course of employment if benefits are required or available under any workers' compensation or similar law.
 2. Sustained while "occupying" "your covered auto" while it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
 3. Sustained while "occupying" any "auto" without a reasonable belief that that "insured" is entitled to do so.
 4. Sustained while "occupying" any "auto" (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
 5. Sustained while "occupying" any "auto" (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".However, this Exclusion (B.5.) does not apply to you.
 6. Sustained while employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;

- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (B.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
 - b. Any "family member"; or
 - c. Any partner, agent or employee of you or any "family member".
7. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
 8. Caused by or as a consequence of disease, except pus forming infection which is sustained as a result of "bodily injury" to which this coverage applies.

LIMIT OF LIABILITY

- A. For Coverage A, the limit of liability shown in the Schedule or in the Declarations is the most we will pay to, or on behalf of, each "insured" injured in any one accident, regardless of the number of:
 1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Schedule or Declarations; or
 4. Vehicles involved in the accident.
- B. For Coverage B, the weekly limit of liability shown in the Schedule or in the Declarations is the most we will pay to each "insured" injured in any one accident, regardless of the number of:
 1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Schedule or Declarations; or
 4. Vehicles involved in the accident.

The limit of liability for Coverage B is payable weekly. However, subject to proof of claim, any accrued Total Disability Coverage is payable every four weeks, and any balance will be paid at the end of the disability period for which we are liable.

III. Part F – General Provisions

Part F is amended as follows:

- A. The **Legal Action Against Us** Provision is replaced by the following:

LEGAL ACTION AGAINST US

No legal action may be brought against us under Automobile Death Indemnity and Total Disability Coverages until there has been full compliance with all of the terms of this policy.

- B. The **Our Right To Recover Payment** Provision does not apply.

- C. The **Transfer Of Your Interest In This Policy** Provision is replaced by the following:

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, Automobile Death Indemnity and Total Disability Coverages will be provided for any surviving "insured" named in the Schedule or in the Declarations until the end of the policy period.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.