

Accidental Death Endorsement

TXSUPOL2024 AD (4/24)

We agree with **you**, subject to all provisions of this Endorsement and to all of the provisions and definitions of this policy, except as modified herein as follows:

Definitions

When used in reference to this coverage:

1. “**Acceptable proof of loss**” means a certified copy of an official death certificate listing the official cause of death.
2. “**Eligible injured person**” means the **named insured** while **occupying a covered auto**.
3. “**Disappearance**” means **you** will be presumed to have suffered a loss of life,
 - a. if **your** body has not been found within a year after the ‘disappearance’ of a **covered auto** in which **you** **occupied** at the time of the disappearance;
 - b. the ‘disappearance’ of the **covered auto** was due to an **accident**; and
 - c. the policy would have covered injury resulting from the **accident**.

Accidental Death Benefit

We will pay the limit of liability shown on the **declarations page** in the event of **death** of an **eligible injured person** which results proximately and directly from all causes for **bodily injury** caused by **accident** and result from the maintenance or use of a **covered auto** as a **motor vehicle**, if the **death** occurs within one year from the date of the **accident**. No proof is due until **we** receive ‘**acceptable proof of loss**’ in the form of a certified copy of an official death certificate listing the cause of **death**.

Exclusions

This policy does not cover any **loss** resulting directly, from:

1. Intentionally self-inflicted injury, suicide or attempted suicide, whether sane or insane;
2. **War** or act of **war**, whether declared or undeclared, or any aggression by armed forces, or where nuclear weapons are used;
3. Injury sustained while performing duties as a member of the armed forces of any country or international authority;

4. Injury sustained while voluntarily taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens, unless prescribed for and administered by a licensed physician; or

5. Injury sustained while legally intoxicated from the use of alcohol, while operating a **motor vehicle**.

Principle Sum

The principal sum amount shall be stated on the **declarations page**.

Payment of Loss

All policy proceeds will be paid, upon our receipt of **acceptable proof of loss** of the **eligible injured person**, to the survivors, in equal shares, in the first of the following classes to have a survivor as of the date of **death**.

1. Spouse,
2. Children,
3. Parents, or
4. Brothers and Sisters.

If there is no survivor in these classes, payment will be made to the estate of the **eligible injured person**.

Physicians Exam

While a claim is pending, we have the right at our expense

1. to have the person who has a loss examined by a physician when and as often as **we** feel necessary; and
2. to make an autopsy in case of death where it is not forbidden by law.

Limit of Liability

Regardless of the number of **covered persons, eligible injured persons**, policies or bonds applicable, claims made, or **your covered autos** to which this coverage applies, the limit of **our** liability under Accidental Death Benefit is limit of liability shown in the **declarations page**.

Notice of Claims, Medical Reports, Proof of Loss

As soon as possible, **we** must be given written notice of the claim; including **acceptable proof of loss**. It must include all details **we** may need to determine if benefits are payable and to whom.

Failure to furnish such **acceptable proof of loss** within the time required shall invalidate any claim if it was reasonably possible to give **acceptable proof of loss** 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 date of **death**.

Duties After an Accident or Loss

As outlined in the policy.

General Provisions

As outlined in the policy.