

# 565. AUTO DEATH INDEMNITY AND TOTAL DISABILITY COVERAGES

This endorsement forms a part of Policy No. \_\_\_\_\_ issued to \_\_\_\_\_  
 by the \_\_\_\_\_ at its Agency  
 (Name of Insurance Company)  
 located (city and state) \_\_\_\_\_ and is effective from \_\_\_\_\_  
 (12: 01 A. M. Standard Time)

**(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)**

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein. We agree with you, subject to all the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

The Insurance afforded is only for the coverage for which a specific premium charge is shown in the Schedule, and only for the person or persons named.

## SCHEDULE

Coverages	Person Named	Coverage Limit	Premium
A. Death Indemnity		Principal Sum per Person \$	\$
B. Total Disability Maximum 200 Weeks		Weekly Indemnity \$60.	\$
		Total Premiums	\$

### Coverage A—Death Indemnity

We will pay the principal sum stated in the Schedule in the event of the death of the **person** which shall result directly and independently of all other causes from bodily injury caused by accident and sustained by the insured while **occupying**, or through being struck by, an **auto**, provided the death shall occur (1) within ninety days after the date of the accident, or (2) within fifty-two weeks after the date of the accident and during a period of continuous total disability of the **person** for which weekly indemnity is payable under the Total Disability Coverage.

### Coverage B—Total Disability—Maximum 200 Weeks

We will pay \$60 per week for the period of continuous total disability of the **person** which shall result directly and independently of all other causes from bodily injury caused by accident and sustained by the **person** while **occupying**, or through being struck by, an **auto**, provided:

1. Such disability shall commence within, and extend beyond, twenty days from the date of the accident.
2. Any disability shall be deemed total disability only if it shall continuously prevent the **person** from performing the usual duties of his or her regular occupation.
3. The weekly indemnity for total disability shall not extend beyond a period of 200 consecutive weeks from the date of commencement of disability as provided above.
4. If the **person** who is totally disabled is not gainfully employed at the time of the accident, the rate of indemnity payable shall only be \$30 per week.

**(SEE REVERSE SIDE FOR FURTHER PROVISIONS)**

5. Weekly indemnity for total disability is payable to the **person** who is disabled and accrued weekly indemnity is payable every four weeks and any balance at termination of the disability period.

**Definitions**—With respect to this insurance:

"**auto**" means a land motor vehicle or trailer not operated on rails or crawler-treads, but does not mean: (1) a farm type tractor or other equipment designed for use principally off public roads, except while actually upon public roads, or (2) a land motor vehicle or trailer while located for use as a residence or premises and not as a vehicle.

"**person**" or "**person named**" means the person named in the schedule.

### **Exclusions**

This insurance does not apply:

- a. to bodily injury or death sustained by a **person** in the course of his or her occupation while engaged (1) in duties incident to the operation, loading or unloading of, or as an assistant on, a public or livery conveyance or commercial auto, or (2) in duties incident to the repair or servicing of autos;
- b. to loss caused by or resulting from disease except pus forming infection which shall occur through bodily injury to which this insurance applies;
- c. to suicide, sane or insane, or to any attempt thereat;
- d. to injury or death due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

### **Conditions**

1. **Policy Provisions:** None of the Insuring Agreement, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except General Duties under "Duties After an Accident or loss" and the General Provisions entitled "Policy Period and Territory", "Changes", "Legal Action Against Us" and "Termination".
2. **Death of Person Named:** If the **person** dies, any insurance afforded by this endorsement for any surviving **person** continues while the policy is in effect.
3. **Payment of Death Indemnity; Autopsy—Coverage A:** If the decedent **person** is survived by a spouse who was a resident of the same household at the time of the accident, Death Indemnity is payable to such spouse; otherwise, if the decedent **person** was a minor, indemnity for death is payable to any parent thereof who was a resident of the same household at the time of the accident, otherwise Death Indemnity is payable to the estate of the decedent **person**. We shall have the right and opportunity to make an autopsy where it is not forbidden by law.
4. **Beneficiary—Coverage A:** Consent of beneficiary is not requisite to cancellation, assignment, change of beneficiary, or any other change in the policy or in this endorsement.