# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **AUTO DEATH BENEFITS AND DISABILITY COVERAGES - SOUTH DAKOTA**

With respect to the coverages provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

The insurance afforded is only with respect to each of the following coverages as are indicated by a specific premium charge or charges, and only with respect to the person or persons designated as "named insured".

## **SCHEDULE**

Coverages		Named Insured	Limits Of Liability	Premium
A.	Death Benefits		Principal Sum	
			Per Insured	
			\$	\$
B.	Disability – Maximum 52 Weeks		Weekly Indemnity	
			\$	\$
			<b>Total Premiums</b>	\$

#### **COVERAGE A – DEATH BENEFITS**

We will pay the principal sum stated in the Schedule in the event of the death of the "named insured" which shall result directly and independently of all other causes from "bodily injury" caused by accident and sustained by the "named insured":

- While "occupying" an automobile or a trailer of any type; or
- **2.** As a pedestrian when struck by a motor vehicle or a trailer of any type;

provided the death shall occur:

- 1. Within 90 days after the date of the accident; or
- 2. Within 52 weeks after the date of the accident and during a period of disability of the "named insured" for which weekly indemnity is payable under the Disability Coverage.

# COVERAGE B - DISABILITY - MAXIMUM 52 WEEKS

We will pay weekly indemnity at the rate of \$60 per week for the period of disability of the "named insured" which shall result from "bodily injury" caused by accident and sustained by the "named insured":

- **1.** While "occupying" an automobile or a trailer of any type; or
- 2. As a pedestrian when struck by a motor vehicle or a trailer of any type;

#### provided:

- Such disability shall commence within, and extend beyond, 14 days from the date of the accident.
- 2. Such disability shall prevent the "named insured" from performing the usual duties of his or her regular occupation.
- The weekly indemnity for disability as provided above shall in no event extend beyond a period of 52 consecutive weeks from the date of commencement of disability as provided above.
- 4. If the "named insured" who is disabled is a person not gainfully employed at the time of the accident, the rate of indemnity payable shall only be \$30 per week.
- 5. Weekly indemnity for disability is payable to the "named insured" who is disabled and, subject to proof of claim, accrued weekly indemnity is payable every four weeks and any balance at termination of the disability period for which we are liable.
- 6. The amount payable under this coverage shall not be subject to any reduction because of any benefits available under any workmen's compensation law or similar law or from any other source.

#### **DEFINITIONS**

With respect to this insurance:

- A. Motor vehicle means:
  - Automobiles, motor trucks, motorcycles, and all vehicles propelled by power other than muscular power and designed primarily for travel on the public highway; or
  - 2. Vehicles not designed for travel on the public highway, but are licensed.
- B. "Named insured" means the person named in the Schedule.

## **EXCLUSIONS**

This insurance does not apply to:

- "Bodily injury" or death sustained in the course of his or her "business" by any "insured" while engaged in duties incident to:
  - **a.** The operation, loading or unloading of, or as an assistant on, a public or livery conveyance or commercial auto; or
  - **b.** The repair or servicing of autos.
- Loss caused by or resulting from disease except pus forming infection which shall occur through "bodily injury" to which this insurance applies.
- 3. Suicide, sane or insane, or to any attempt thereat.
- **4.** 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**

Conditions 1., 2., 3. and 4. apply to Coverages A and B. Conditions 5. and 6. only apply to Coverage A.

## 1. Policy Provisions

None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except Part **F** – General Provisions entitled "Policy Period And Territory", "Changes", "Legal Action Against Us" and "Termination".

## 2. Notice Of Claim

When loss covered hereunder occurs, written notice thereof shall be given by or on behalf of the "named insured" or the beneficiary to us or any of our authorized agents as soon as practicable.

## 3. Proof Of Claim; Medical Reports

As soon as practicable, the injured person, or the beneficiary in the event of death, or someone on his or her behalf, shall give us written proof of claim, under oath if required; and shall after each request from us execute authorization to enable us to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by us unless we shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examination by physicians we select when and as often as we may reasonably require.

## 4. Death Of Named Insured

If the "named insured" dies, any insurance afforded under this endorsement with respect to any surviving insured shall be continued while the policy is in effect.

# Payment Of Death Benefits; Autopsy – Coverage A

If the decedent insured is survived by a spouse who was a resident of the same household at the time of the accident, benefits for death are payable to such spouse; otherwise, if the decedent insured was a minor, benefits for death are payable to any parent thereof who was a resident of the same household at the time of the accident, otherwise benefits for death are payable to the decedent insured's estate.

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

## 6. 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.