

AMENDATORY ENDORSEMENT – ACCIDENTAL DEATH COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WISCONSIN PRIVATE PASSENGER AUTOMOBILE INSURANCE POLICY

Coverage N—Accidental Death. The Company does hereby agree to insure you against death occurring within ninety (90) days of Injury and resulting from Injury sustained by you during the policy period applicable hereto, in the amount of \$2,000.00 for the policy period applicable hereto, to the extent herein limited and provided.

The maximum benefit payable under this coverage is \$2,000.00 during the policy period set forth 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 your insured cars or the number of persons insured.

“Injury” wherever used in this endorsement means accidental bodily injuries sustained by you which are the direct cause of loss, independent of disease, sustained as a result of operating, driving, or riding in your insured car, or as a result of the burning or exploding of your insured car while this endorsement is in force.

The coverage provided by this endorsement shall be in effect 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 in effect as of the effective date of the amended Declarations which adds this coverage. All periods of insurance begin and end at 12:01 a.m. Standard Time, at your place of residence.

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

EXCLUSIONS AND LIMITATIONS

This endorsement shall not cover:

- (A) any persons under the age of sixteen (16) years.
- (B) death caused by (1) Injury sustained while riding or driving in any race, speed, or endurance contest, or while testing any automobile on any racetrack or speedway; (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; (6) Injury sustained while engaging in an illegal occupation; or (7) Injury sustained while being under the influence of alcohol, any illicit drugs, or narcotics not administered by a physician.
- (C) death from an Injury occurring outside the continental United States.
- (D) death from an Injury occurring while you are operating, driving or riding in a vehicle or automobile other than your insured car.

UNIFORM PROVISIONS

Entire Contract: This endorsement constitutes the entire contract of insurance with respect to the coverage provided hereunder. Any change to this endorsement must be approved by the Company; provided, the change is also reflected by amended Declarations which are issued by the Company. No agent has authority to change this endorsement or waive any of its provisions.

(see page 2 for additional terms and conditions)

Proof of Loss: Written proof of loss must be given to the Company within ninety (90) days of your 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; however, such proof must be 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 documents 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.

Payment of Claims: Claims payable under this endorsement shall be made to your estate. However, the Company shall have the right to pay, up to One Thousand (\$1,000) Dollars per person, to any relative by blood or connected by marriage to you 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 to make an autopsy where the law does not forbid it.

Assignment: The Company will not be responsible for determining whether an assignment of your benefits to a provider of services is valid. 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 as required by this endorsement. No such action shall be brought after the expiration of two years after the time proof of loss is required to be furnished.

Reimbursement Provision: For Injury that occurred due to the negligence of a third party, A) we have the right to be reimbursed 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 you, your parents, if you are a minor, or your 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 be reimbursed out of all funds you, your parents, if you are a minor, or your legal representative, are or were able to obtain for the same expenses we have paid as a result of that Injury. You shall 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 he or she is liable.