

THE RESPONSIVE AUTO INSURANCE COMPANY

ACCIDENTAL DEATH

This Accidental Death Endorsement is a part of your Personal Auto Policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this Endorsement.

Coverage is provided under this Endorsement only when noted on the Declarations Page of your Policy. This coverage is provided to all policies at no charge where the endorsement number for this Endorsement is noted on the Declarations Page of the Policy.

DESCRIPTION OF NAMED INSURED

“Named Insured” means only the person(s) listed on the Declarations Page as “Named Insured’s” Policy.

LIMIT OF LIABILITY

The principal sums indicated on the Declarations Page.

The following contains the principal provisions relating to coverage and payment of loss:

DEATH

If, within (90) days from the date of accident, such injuries shall result in death of the Named Insured, the company will pay the limits of liability as indicated on the Declarations Page of your Policy to the first of the following Classes to have a survivor at the Named Insured’s death:

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

Subject to the terms of this Endorsement, the hazards insured against are all those to which the named insured may be exposed:

1. While the named insured is **occupying** any public conveyance which is licensed to carry passengers for hire; or
2. When the named insured sustains injuries caused by unavoidable exposure to the elements following the forced landing, stranding, sinking or wrecking of any public conveyance described above which the named insured was **occupying**; or
3. While the named insured is **occupying** a four-wheel private passenger automobile of the strictly pleasure car type.

EXCLUSIONS

We do not cover:

1. Suicide, self-destruction or any such attempt by the named insured;
2. Infections, except pyogenic infections caused wholly by a covered injury;
3. War or any act of war, or accident occurring while the named insured is in the military, naval or air service of any country;
4. An accident occurring while the named insured is operating, or learning to operate, or

- performing duties as a member of the crew of any aircraft;
5. Sickness or disease of any kind, including surgical or medical treatment;
 6. Loss if the named insured is intoxicated or under the influence of any narcotic unless administered on the advice of a physician and without warning against operating any motorized vehicle while under the influence of the narcotic;
 7. Loss incurred while racing;
 8. Loss incurred while driving an automobile for compensation or hire; or,
 9. Hernia of any kind.

POLICY PROVISIONS

1. **NOTICE OF CLAIM:** Written notice of claim must be given to the company within 20 days after the occurrence of any loss covered by this Policy. Notice given by or on behalf of the claimant to the Company at its general office in Nashville, Tennessee, or to any authorized agent of the company, with information sufficient to identify the person insured shall be deemed notice to the company.
2. **CLAIM FORMS:** The Company, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss.
3. **PROOF OF LOSS:** Written proof of loss must be furnished to the company within 90 days after the date of such loss. 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, provided such proof is furnished as soon as reasonably possible.
4. **TIME FOR PAYMENT OF CLAIMS:** Indemnity for loss of life will be payable in accordance with the provisions regarding such payment.. .
5. **PHYSICAL EXAMINATION AND AUTOPSY:** The Company, at its own expense, shall have the right to make an autopsy in case of death where it is not forbidden by law.
6. **LEGAL ACTION:** No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished. No such action shall be brought after the expiration of five years after the time written proof of loss is required to be furnished.
7. **CONFORMITY WITH STATE STATUTES:** Any provision of this Policy which is conflict with the statutes of the **state** in which this Policy was issued, is hereby amended to comply with such laws.
8. **WORKER'S COMPENSATION:** This policy is not in lieu of and does not affect any requirements for coverage by worker's compensation insurance.