

# AMENDMENT TO IL1010/1008

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

Your Illinois Personal Automobile Policy booklet (Form IL1010/1008) is amended by adding the following Coverage Part:

### PART V – ACCIDENTAL DEATH BENEFIT

#### INSURING AGREEMENT

Subject to the terms, conditions, and exclusions of this policy, and Limit of Liability, if **you** pay the premium for the Accidental Death Benefit, **we** will pay the benefit limit in the event of the **accidental death** of an **insured person**. The Accidental Death Benefit is payable only after **we** are furnished with:

1. a copy of the **insured person's** death certificate; and
2. a sworn statement from the legal representative of the **insured person's** estate which identifies all persons entitled to benefits resulting from the **insured person's** death.

#### ADDITIONAL DEFINITIONS

When used in this Part V:

**"Accidental death"** means the death of an **insured person** that:

1. is a direct result of **bodily injury** sustained in an **accident** arising from the ownership, maintenance, or use of a **covered vehicle**; and
2. occurs within ninety (90) days of the date the **bodily injury** was sustained.

**"Insured person"** or **"insured persons"** means:

1. **you**; or
2. any other person shown on the **declarations page** as an additional driver.

#### EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, BENEFITS WILL NOT BE AFFORDED UNDER THIS PART V.

Coverage under this Part V does not apply to an **accident** that:

1. occurs while a **covered vehicle** is being used to carry persons or property for compensation or a fee. This exclusion does not apply to an **accident** arising from the use of a **covered vehicle** in a shared expense car pool;
2. occurs while a **covered vehicle** is being used for snow removal, or any kind of wholesale or retail delivery, including but not limited to pizza, magazine, flowers, newspaper, mail or other business types of delivery;
3. occurs while a **covered vehicle** is being used in a commercial capacity;
4. occurs while a **covered vehicle** is being used during the course of an **insured person's** employment to transport people, including but not limited to nursery school children, medical patients, clients, hotel guests, and the like;
5. occurs while a **covered vehicle** is being used to transport explosives, flammable liquid, or similarly hazardous material;
6. occurs while a **covered vehicle** is being towed, or towing another vehicle;
7. arises out of the ownership maintenance or use of any **vehicle**, other than a **covered vehicle**, which is **owned by you**, a resident, or an **insured person**, furnished to or available for **your**, a resident's, or an **insured person's** regular use;
8. occurs while an **insured person** is **occupying a covered vehicle** while being used as a residence or premises;
9. is caused intentionally by an **insured person** or at an **insured person's** direction;
10. occurs while an **insured person** is engaged or involved in any illicit trade or transportation;
11. occurs while an **insured person** is fleeing or eluding law enforcement officials;
12. occurs while an **insured person** is engaged in the commission of a crime;
13. results from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice

or preparation for any such contest or activity;

14. is caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, radioactive contamination, or any consequence of any of these;
15. arises from an **accident** that occurred during the period between the cancellation date and time and the reinstatement date and time;
16. occurs while an **insured person** is **occupying** a **covered vehicle** while being used off of public or private roads for race, sport, rally or other recreational purposes; or
17. occurs while an **insured person** is not wearing a factory installed seat belt and lap or shoulder restraint, as verified by the investigating law enforcement officer.

#### **LIMIT OF LIABILITY**

The Accidental Death Benefit Limit of Liability shown on the **declarations page** is the most **we** will pay for the **accidental death** of each **insured person** regardless of the number of:

1. claims made;
2. **covered vehicles**;
3. **insured persons**;
4. lawsuits brought;
5. vehicles involved in the **accident**;
6. premium paid; or
7. policies.

At no time will **we** owe more than the Accidental Death Benefit Limit of Liability for the **accidental death** of each **insured person** that is otherwise covered under this Part V.

#### **PAYMENT OF BENEFITS**

The Accidental Death Benefit Limit of Liability shown on the **declarations page** will be paid in the event of the **accidental death** of an **insured person** to the following, in order of priority. Benefits are payable to the **insured person's**:

1. spouse;
2. children, if there is no surviving spouse;
3. parents, if there are no surviving children; or
4. estate, if there are no surviving parents.

If a benefit hereunder becomes payable to a deceased **insured person's** children or parents, each such child or parent will be entitled to an equal portion of the benefit, provided that the total amount of such benefit will not exceed the Accidental Death Benefit Limit of Liability shown on the **declarations page**.

#### **OTHER INSURANCE**

Benefits under this Part V are primary and shall not reduce, or be reduced by, any other coverage or benefit provided under this policy.

All other terms, limits, and conditions of this policy remain unchanged.