

573A. SUPPLEMENTARY DEATH BENEFIT

This endorsement forms a part of Policy No.

issued to

by the

at its Agency located in Austin, Texas 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.

Coverage under this endorsement is provided and payable only when other benefits are paid or payable under: Personal Injury Protection Coverage, Medical Payments Coverage and/or Auto Death Indemnity as afforded by this policy. This coverage is subject to the provisions of Personal Injury Protection Coverage, Medical Payments Coverage and/or Auto Death Indemnity except as limited by this endorsement.

It is agreed that Medical Payments Coverage, Personal Injury Protection Coverage and/or Auto Death Indemnity are extended to add the following:

INSURING AGREEMENT AND LIMIT OF LIABILITY.

We will pay a supplementary death benefit equal to the limit shown for the applicable coverages but not more than \$10,000 per person because of death:

1. Caused by an auto accident; and
2. Sustained by a **covered person** while wearing a **seat belt** or protected by an **airbag**.

We will pay benefits only if an auto accident was the proximate cause of death occurring within three years of the date of such accident. However, under Auto Death Indemnity, death must occur within one year of the date of such accident.

PROOF OF CLAIM.

We will pay benefits under this endorsement if the **beneficiary** gives us proof of death of the **covered person** along with a police report or other proof, that the **covered person** at the time of the auto accident, was wearing a **seat belt** or protected by an **airbag**.

OTHER COVERAGE PROVIDED BY THIS POLICY.

Any amounts payable under this endorsement shall not be reduced by any other amounts paid or payable under this policy.

DEFINITIONS.

"Covered Person" as used in this endorsement means the same as **"Covered Person"** as defined in the applicable Medical Payments Coverage and/or Personal Injury Protection Coverage. It also means the person or persons designated in Auto Death Indemnity if afforded.

"Seat Belt" means manual or automatic safety belts or seat and shoulder restraints or a child restraint device.

"Airbag" is a functioning airbag designed to protect the occupant of a seat in an auto.

"Beneficiary" means (in order of priority of payment):

1. the surviving spouse if a resident in the same household as the deceased at the time of the accident, or
2. if the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the accident, or
3. the estate of the deceased.

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