



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

## **AMENDMENTS OF POLICY PROVISIONS - ALABAMA**

### **PART A - LIABILITY COVERAGE**

Item 10 under Exclusions is deleted and replaced by the following:

For the liability imposed for **punitive damages** or exemplary damages, except in cases involving wrongful death. Wrongful death **punitive damages** will be covered up to the policy limits shown on the Declarations. **Punitive damages** are amounts of money awarded or imposed to punish or to make an example of a wrongdoer.

# PART C - UNINSURED MOTORIST COVERAGE (INCLUDES UNDERINSURED MOTORIST COVERAGE)

**Legal Action Against Us** is deleted and replaced by the following:

Any suit or action against **us** for the damages which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or underinsured motor vehicle will be barred unless commenced within six years after the date of the accident.

### PART G - DUTIES AFTER AN ACCIDENT OR LOSS

Item 6. and 7. under General Duties have been deleted and replaced by the following:

- 6. Submit, as often as we reasonably require, to examinations(s) under oath while not in the presence of
  - a. any other insured person; or
- b. anyone whose presence is not reasonably required for accessibility or communication, except legal counsel;
- and sign the transcript of the examination(s).
- 7. Fully cooperate with legal counsel including, but not limited to, attending hearings, trials and depositions; preparing and signing discovery materials; and testifying as required.

## **PART H - GENERAL PROVISIONS**

The paragraph under Fraud and Misrepresentation has been deleted and replaced by the following:

### **Fraud and Misrepresentation**

This policy shall be void:

- 1. If **you** or any **insured person** or anyone acting on **your** behalf has concealed, omitted, incorrectly stated or misrepresented any material fact; or
- 2. If **you** or any **insured person** or anyone acting on **your** behalf has committed any fraud or attempted fraud touching any matter regarding this policy, whether before or after a loss, or at the time of the application for the policy; or
- 3. If **we**, in good faith, would not have issued the policy, or would not have issued the policy at the premium rate as applied for, if the true facts had been known to **us** as required by the application or policy or otherwise.

AUTOMOBILE CLUB INTER-INSURANCE EXCHANGE CLUB EXCHANGE CORPORATION, Attorney-in-Fact

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