



# SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENTS OF POLICY PROVISIONS - ALABAMA

### DEFINITIONS

The following definition is added:

**Personal vehicle sharing program** - means a **business**, organization, network, or group facilitating the sharing of **private passenger autos** for use by individuals.

### PART I - LIABILITY

Item 2. under **WHAT IS NOT COVERED - EXCLUSIONS - PART I** is deleted and replaced with the following:

2. **Bodily injury** or **property damage** arising from the **use** of any **auto** or **trailer** while carrying **persons** or property, or while the **auto** or **trailer** is available for hire by the public, in each instance for:
  - a. a charge;
  - b. any form of compensation, voluntary payment or benefit; or
  - c. the promise or agreement for any form of compensation, voluntary payment or benefit, whether or not such compensation, voluntary payment or benefit is actually paid or provided.

This exclusion does not apply to:

- a. any shared-expense car pool not operated or arranged by any **person** or organization for profit; or
- b. **you** while a passenger in any **auto** or **trailer** other than **your insured auto**.

Item 25. is added to **WHAT IS NOT COVERED - EXCLUSIONS - PART I**.

25. **Bodily injury** or **property damage** arising from the **use** of **your insured auto** by **persons** other than **you** or a **household member** in connection with a **personal vehicle sharing program**.

### PART II - EXPENSES FOR MEDICAL SERVICES - COVERAGE D - EXCESS MEDICAL PAYMENTS

The **INSURING AGREEMENT - COVERAGE D** is deleted and replaced by the following:

Subject to the Exclusions, **we** will pay reasonable expenses actually incurred for necessary medical and funeral services because of **bodily injury**:

1. caused by an **auto accident**; and
2. sustained by an **insured**.

However, **we** will pay only **your** out-of-pocket expenses that are not covered under any medical or health insurance. **We** will not pay for any expenses that are adjusted, reduced, written off or disallowed by any medical or health insurance. **We** will pay only for expenses actually incurred within 1 year from the accident date.

Item 5. under **WHAT IS NOT COVERED - EXCLUSIONS - COVERAGE D** is deleted and replaced with the following:

5. Sustained while **occupying** any **auto** or **trailer** while carrying **persons** or property, or while the **auto** or **trailer** is available for hire by the public, in each instance for:
  - a. a charge;
  - b. any form of compensation, voluntary payment or benefit; or
  - c. the promise or agreement for any form of compensation, voluntary payment or benefit, whether or not such compensation, voluntary payment or benefit is actually paid or provided.

This exclusion does not apply to:

- a. any shared-expense car pool not operated or arranged by any **person** or organization for profit; or
- b. **you** or a **household member** while a passenger in any **auto** or **trailer** other than **your insured auto**.

Item 18. is added to **WHAT IS NOT COVERED - EXCLUSIONS - COVERAGE D.**

18. Sustained by any **person occupying your insured auto** while **used** by **persons** other than **you** or a **household member** in connection with a **personal vehicle sharing program**.

Item 1. under **OTHER INSURANCE - COVERAGE D** is deleted and replaced by the following:

1. **We** will not be liable under this policy for any medical expense paid or payable, other than Medicare, under the provision of any:
  - a. Health Maintenance Organization or Preferred Provider Organization;
  - b. individual, blanket or group accident, disability or hospitalization plans;
  - c. medical, surgical, hospital or funeral services, benefit or reimbursement plans;
  - d. workers' compensation or disability benefits law or any similar laws;
  - e. homeowners or premises insurance providing coverage for medical expenses;
  - f. Medicaid law; or
  - g. any health insurance policy.

### PART III - UNINSURED MOTORIST COVERAGE

Item 3. under **WHAT IS NOT COVERED - EXCLUSIONS - PART III** is deleted and replaced with the following:

3. While **occupying** any **auto** or **trailer** when it is being **used** to carry **persons** or property, or while the **auto** or **trailer** is available for hire by the public, in each instance for:
  - a. a charge;
  - b. any form of compensation, voluntary payment or benefit; or
  - c. the promise or agreement for any form of compensation, voluntary payment or benefit, whether or not such compensation, voluntary payment or benefit is actually paid or provided.

This exclusion does not apply to:

- a. any shared-expense car pool not operated or arranged by any **person** or organization for profit; or
- b. **you** or a **household member** while a passenger in any **auto** or **trailer** other than **your insured auto**.

Item 10. is added to **WHAT IS NOT COVERED - EXCLUSIONS - PART III.**

10. **Occupying your insured auto** while **used** by **persons** other than **you** or a **household member** in connection with a **personal vehicle sharing program**.

### PART IV - PHYSICAL DAMAGE

The following is added under **INSURING AGREEMENT - COVERAGES G AND H:**

The deductible shall not apply if the loss results from an accidental **collision** between any **auto** insured under COVERAGE H and another **auto** if the cost of repairs exceeds the deductible amount and:

1. the operator of the **auto** insured under COVERAGE H is free of negligence and is legally entitled to recover damages from the operator of the other **auto**; and
2. the operator of the **auto** responsible for the **collision** can be identified; and
3. the operator of the **auto** responsible for the **collision** is covered by **property damage** liability insurance which applies to the loss.

If the owner or operator of the **auto** that struck **your insured auto** cannot be identified, **we** will be unable to waive **your** deductible under PART IV of **your** policy.

The first paragraph under **ADDITIONAL PAYMENTS - COVERAGES G AND H**, item 1. is deleted and replaced by the following:

1. Total Theft Transportation Expenses - **We** will reimburse **you** up to \$40 per day, to a maximum of \$1,000, for transportation expenses incurred by **you** when **you** rent an **auto** of equivalent type as **your insured auto** from a car rental agency or garage or **use** public transportation.

Item 1. under **WHAT IS NOT COVERED - EXCLUSIONS - PART IV** is deleted and replaced with the following:

1. Any **auto** or **trailer** while **used** to carry **persons** or property, or while the **auto** or **trailer** is available for hire by the public, in each instance for:
  - a. a charge;
  - b. any form of compensation, voluntary payment or benefit; or
  - c. the promise or agreement for any form of compensation, voluntary payment or benefit, whether or not such compensation, voluntary payment or benefit is actually paid or provided.

This exclusion does not apply to any shared-expense car pool not operated or arranged by any **person** or organization for profit.

Item 25. is added to **WHAT IS NOT COVERED - EXCLUSIONS - PART IV**.

25. Loss to **your insured auto** while **used** by **persons** other than **you** or a **household member** in connection with a **personal vehicle sharing program**.

**SUBROGATION - PART IV** has been added.

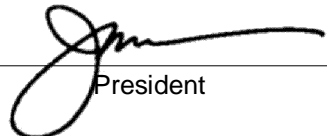
#### **SUBROGATION - PART IV**

When **we** pay, any rights of recovery from anyone who may be legally liable become **ours** up to the amount **we** have paid. Any **person** insured must protect these rights and help **us** enforce them.

If **we** recover damages for any part of the loss, **we** will pay the **person** insured the applicable deductible up to the amount of **our** recovery.

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

  
Secretary

  
President