

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

Items 6. and 7. under **General Duties** are 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** is 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.



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Under Termination, Other Termination Provisions is deleted and replaced by the following:

- 1. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, **you** may either be entitled to a refund, or **you** may owe additional premium. If **you** are entitled to a refund, **we** will send it to **you**. However, making or offering to make a refund is not a condition of cancellation.
- 3. If **you** cancel during the first policy period (first six months), the earned premium will be computed on a pro rata basis plus a 10% cancellation penalty. The 10% cancellation penalty will be computed on the unearned premium. If cancellation is for non-payment of premium, **you** have cancelled the Policy. If **you** cancel at any other time, the premium for the period from the date of cancellation to the expiration date will be refunded on a pro rata basis.
- 4. If we cancel, the refund will be calculated on a pro rata basis.
- 5. The effective date of cancellation stated in the notice shall become the end of the policy period.

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

Secretary