



AUTOMOBILE CLUB INTER-INSURANCE EXCHANGE  
**SAMPLE**  
POWER OF ATTORNEY

By accepting or renewing this insurance policy from the Automobile Club Inter-Insurance Exchange (“Exchange”), you have accepted the terms contained herein and have appointed Club Exchange Corporation, a Missouri corporation, having its principal office at 12901 North Forty Drive, St Louis, Missouri (“CEC”), or any such replacement as the Advisory Board may designate pursuant to the provisions of this Power of Attorney, as your Attorney-in-Fact to do the following:

**Sec. 1.** Make, subscribe, modify and cancel policies exchanging insurance with other policyholders at the Exchange containing the terms and agreements as your Attorney-in-Fact shall deem necessary or expedient to effect the exchange of insurance, and with the approval of a majority of the members of the Advisory Board, to secure reinsurance to the extent permitted by applicable law and to cancel or non-renew any such policies including, without limitation, any reinsurance pooling agreement; to receive, collect and sue for, in its own name or otherwise, all money due or to become due to you or the Attorney-in-Fact, or to the Exchange for unpaid premium deposits or otherwise, as well as under any policy of insurance or reinsurance, or in any other manner arising from or growing out of this instrument or the insurance hereby provided for; to waive and receive all notices and proofs of loss; to adjust and settle all losses and claims under policies of insurance and reinsurance; to perform and waive all agreements and stipulations of any such policies; to institute and defend proceedings at law and in equity; to settle any controversy or dispute arising hereunder or under any such policy of insurance; to do all things required to effect compliance with the laws of any state in which the Exchange shall operate and to appoint and authorize the statutory officer of such state to accept service of process in any action, suit or proceeding against the Exchange and all appointments for service of process heretofore made are hereby adopted, ratified and confirmed; to accept service and appear in any litigation and to prosecute, defend or compromise the same; with the consent of a majority of the members of the Advisory Board, to borrow money on behalf and in the name of the Exchange or to hypothecate and pledge any and all assets and property of the Exchange as security for the repayment of any money borrowed or to sell or otherwise dispose of any part or all of the assets and property of the Exchange necessary to meet the obligations of the Exchange; and to perform every act necessary to carry out, directly or through one or more subsidiary companies owned by the Exchange, the purposes of this instrument and the insurance business which the Exchange is authorized to transact under applicable law, with full power of substitution and revocation, being subject to the approval of the Advisory Board.

**Sec. 2.** The Attorney-in-Fact shall have no power to make you jointly liable with any other subscriber.

**Sec. 3.** The Exchange is part of an affiliated group of insurance companies and has entered into an Affiliation Agreement, dated as of March 1, 2006, among the Exchange, the Interinsurance Exchange of the Automobile Club, a California interinsurance exchange (the “California Exchange”), Auto Club Enterprises, a California nonprofit mutual benefit corporation (“Enterprises”), Automobile Club of Missouri, a Missouri nonprofit mutual benefit corporation (“AAA Missouri”), Automobile Club of Southern California, a California nonprofit mutual benefit corporation, CEC and ACSC Management Services, Inc., a California corporation (the “Affiliation Agreement”).

(a) The Advisory Board shall consist of nine (9) members. The members of the present Advisory Board shall continue in office for the terms to which they were elected and thereafter their successors shall be chosen by the Advisory Board, provided, however, that six (6) members of the Advisory Board (the “California Exchange Members”) shall at all times be members of the Board of Governors of the California Exchange and three (3) members of the Advisory Board (the “AAA Missouri Members”) shall at all times be members of the Board of Directors of AAA Missouri. The AAA Missouri Members shall include each member of the Board of Directors of AAA Missouri then designated by AAA Missouri to serve as a member of the Board of Directors of Enterprises (an “AAA Missouri Designee”). Members shall serve for such terms as the Advisory Board shall provide by its rules and regulations.

(b) If any California Exchange Member ceases to be a member of the Board of Governors of the California Exchange or any AAA Missouri Member ceases to be a member of the Board of Directors of AAA Missouri or if applicable, a AAA Missouri Designee, then such member shall be deemed to be removed from the Advisory Board and such member’s successor shall be elected, subject to the provisions of Subsection (a) of this Section 3, by the Advisory Board pursuant to the provisions of such rules and regulations as the Advisory Board may adopt.

(c) The funds of policyholders shall be deposited in banks or other financial institutions, or invested in securities (including the securities of companies engaged in the insurance business, whether or not wholly owned or controlled by the Exchange), real estate or other authorized investments by your Attorney-in-Fact and approved by a majority of the members of the Advisory Board, and the disbursements of such funds shall be by checks or other orders or instructions signed or given by any person or persons authorized by the Attorney-in-Fact. The Advisory Board shall require a good and sufficient bond of the officers and representatives of the Attorney-in-Fact for the protection of all policyholders.

(d) The Advisory Board, by a majority vote of its members, shall have the power and is hereby expressly authorized (1) to remove, at any time and for any reason, which shall not be arbitrary or capricious, your Attorney-in-Fact hereunder, including, but not limited to, CEC, and to designate a new Attorney-in-Fact as a replacement, (2) to adopt, modify, amend, repeal and enforce rules and regulations for determining the manner, mode, and time of computing the amount of savings at the Exchange, and fixing the time or times for the allocation or distribution thereof; (3) to employ certified public accountants to make annual examinations of the accounts of the Exchange and to report their findings to the Advisory Board; (4) to adopt, modify, amend, repeal and enforce uniform rules and regulations as to the participation of policyholders in the surplus of the Exchange; (5) to authorize such expenditures out of the funds

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of the policyholders not herein expressly provided for as in the opinion of a majority of members of the Advisory Board shall be for the best interests of the policyholders. However, no present or future policyholder shall be liable in excess of the policyholders premium deposit or deposits for any portion of the debts of or risks written at the Exchange, and no policyholder shall be bound jointly with any other. Following any removal of CEC as your Attorney-in-Fact pursuant to this Section 3(d), any replacement Attorney-in-Fact shall only be Enterprises or any of its subsidiaries or affiliates.

(e) The rules and regulations of the Advisory Board and the decisions of that Board consistent with this agreement and adopted by a majority of the members of that Board shall be final and binding on you.

**Sec. 4.** The Attorney-in-Fact is authorized to provide for the maintenance of such reserves as are required by the laws in any state in which the Exchange may operate or such reserves as a majority of the members of the Advisory Board deem to be necessary for the protection of the policyholders and the Attorney-in-Fact, with the approval of a majority of the members of the Advisory Board, is authorized to deduct such portion as it shall determine of the savings in each year for the creation and maintenance of a surplus for the payment of losses, insurance, and reinsurance premiums and such other different disbursements as may be authorized by a majority of the members of the Advisory Board. The savings so deducted shall constitute a general surplus for the aforesaid purposes and shall be known as "exchange surplus". It is understood that you have no vested or recoverable interest in and to any portion of said "exchange surplus" prior to the liquidation of the Exchange. If the business of the Exchange is liquidated or dissolved, any remaining surplus in said "exchange surplus" shall be distributed pro rata among the then policyholders at the Exchange, each policyholder being entitled to receive his or her share as determined by applying the ratio between the premium deposits made by him or her and the total of all premium deposits to the sum of the amount of the surplus and all savings returned to the policyholders, and by subtracting from the resulting figures the savings returned to the participating policyholder. Provided, however, that the Attorney-in-Fact shall receive from any surplus of assets over liabilities all the available portion of its contribution to the Exchange, if any, in cash, securities or by waiver, plus all accumulated earnings due thereon; and in the event the surplus of the Exchange is ever in excess of the legal requirements then the Attorney-in-Fact may, at its option, withdraw from such excess surplus all or the available portion of the funds contributed for the benefit of the Exchange by or through said Attorney-in-Fact, with the consent of the Director of the Department of Insurance of the State of Missouri.

**Sec. 5.** All savings over and above the amount applied to the "exchange surplus" shall be allocated to the reduction of future premium deposit rates or returned at such time or times as may be designated by a majority of the members of the Advisory Board. The Attorney -in-Fact shall maintain a basis of accounting that will make possible the allocation or distribution of savings.

**Sec. 6.** The Attorney-in-Fact is authorized and directed to deduct and retain from the premium deposits received by it an amount to defray its actual expenses for providing necessary office space, books, furniture, stationery, records, data and equipment to conduct the business, and all expenses incident to the operation of the business herein authorized and all other trade association or other association dues. Any property acquired by the Attorney-in-Fact hereunder shall remain the property of the Exchange. The Exchange shall not enter into, amend, modify, terminate or grant any waiver, or give any consent with respect to, any management agreement, services agreement or cost-sharing arrangement between the Exchange and the Attorney-in-Fact or any of its affiliates, without the approval of a majority of the members of the Advisory Board.

**Sec. 7.** This instrument or any policy of insurance or of reinsurance entered into pursuant to the provisions hereof may be canceled or non-renewed by either party as of 12:01 a.m. on any day by either party giving to the other written notice as required by law by mail at the last known address of the party upon whom such notice is to be served, and in case any policy of insurance issued to you shall be cancelled, you agree (if the same shall be unpaid) to pay to the Attorney-in-Fact on demand the amount of the earned premium deposit applicable to such cancelled policy as determined by the rules and regulations of the Advisory Board in force at the date such cancellation shall become effective. Whenever each and every policy of insurance issued to you shall expire by lapse of time or be cancelled, you shall cease to exchange insurance and, without further notice, this Power of Attorney at the Exchange shall be automatically cancelled within the intent and meaning of this instrument, and any unearned premium deposit or deposits or savings over and above the amount applied to the "exchange surplus" determined in accordance with the rules and regulations of the Advisory Board shall be allocated to the reduction of future premium deposit rates or returned to you.

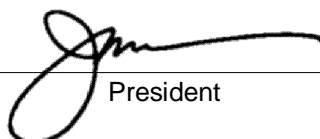
The Attorney-in-Fact is authorized to issue to you a written policy of insurance for the coverages specifically indicated in the Declarations relating to the vehicles described in such Declarations, and you agree to pay on demand the cash deposit as specified in said Declarations.

This Power of Attorney shall become effective on the Closing Date of the affiliation of the Exchange with the California Exchange pursuant to the Affiliation Agreement with respect to all subscribers as of that date, and will become effective as to persons or entities becoming subscribers thereafter as of the date of such subscribers' execution of or accession to this Power of Attorney.

This Power of Attorney shall apply to any and all other or additional insurance hereafter applied for by you, in the same manner as though applied for in this instrument. In the event you shall apply for such other or additional insurance you agree to pay such cash deposit or deposits as shall be applicable thereto and agreed to in writing.

**AUTOMOBILE CLUB INTER-INSURANCE EXCHANGE**  
**By: CLUB EXCHANGE CORPORATION, Attorney-In-Fact**

  
Secretary

  
President