



**SAMPLE**

**ALABAMA  
PERSONAL  
AUTO POLICY**

**Automobile Club  
Inter-Insurance Exchange  
12901 North Forty Drive  
St. Louis, Missouri 63141  
(314) 523-7350**

*A Reciprocal Insurance Exchange*

**SAMPLE**

**READ *YOUR* POLICY CAREFULLY**

This policy is the legal contract between ***you*** and ***us***. It is written in easy to read and understand language.

**ALABAMA**

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**SAMPLE**

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**TO OUR POLICYHOLDER**

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This Automobile Club Inter-Insurance Exchange policy along with the Declarations, the Application for Insurance and other endorsements, if any, is **your** complete and valid **auto** insurance contract. This is a non-assessable policy issued only to and renewed for qualified members of the American Automobile Association (AAA) and its divisions or affiliates.

If **you** have an accident or loss, no matter how slight, always report it to the nearest Auto Club representative as soon as possible. For additional information, see Part V – **Your** Duties After an Accident or Loss in this policy.

Automobile Club Inter-Insurance Exchange

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**AGREEMENT**

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**We** will provide the insurance **you** have selected in return for the premium due **us** and **your** compliance with all policy provisions. **Your** declarations page shows the policy period, **your insured autos**, the coverages and limits **you** have chosen and **your** premium. Insurance under this policy is provided only for the coverages for which a premium is shown in the declarations page. The declarations page is part of this policy.

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**DEFINITIONS**

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Throughout this policy, certain words and phrases have a defined meaning when printed in **bold italic** type.

**We, us, or our** refers to the Automobile Club Inter-Insurance Exchange.

**You or your** refers to the named insured shown in the declarations page and the named insured's spouse, if domiciled in the same household.

**Auto** – means a motor vehicle with four or more wheels:

1. whether operable or not;
2. designed and licensed for **use** mainly on public roads; and
3. with the primary purpose of transporting **persons** or property.

**Auto accident** – means an accident arising out of the ownership or **use** of an **auto** or **trailer**.

**Auto business** – means to be employed or otherwise engaged in the **business** of selling, repairing, servicing, delivering, testing, road testing, parking or storing motor vehicles or **trailers**.

**Bodily injury** – means bodily harm, sickness or disease, including death that results.

**Business** – means commercial enterprise, trade, profession or occupation.

**Collision** – means:

1. contact between an **auto** and another object; or
2. upset of an **auto**.

**Comprehensive** – means direct and accidental loss to **your insured auto** or a **non-owned auto**, except loss caused by **collision**. Loss caused by, but not limited to, the following are considered **comprehensive** not **collision**:

1. missiles or falling objects;
2. fire;
3. theft or larceny;
4. explosion or earthquake;
5. windstorm;

6. hail, water or flood;
7. malicious mischief or vandalism;
8. riot or civil commotion;
9. contact with bird or animal; or
10. breakage of glass.

If breakage of glass is caused by a **collision**, **you** may elect to have it considered a loss caused by **collision**.

**Electronic equipment** – means any equipment that is **permanently installed to your insured auto** which is designed to reproduce, transmit, or receive audio, video, or data signals. **Electronic equipment** includes, but is not limited to, radios; tape and CD players; speakers; global positioning systems (GPS); television and video monitors; DVD and video players or recorders; telephones and fax machines; CB and two-way mobile radios; and any parts or components of any of these.

**Household member** – means a **person** who is domiciled in **your** household.

**Non-owned auto** – means a **private passenger auto** or **trailer** not:

1. owned by;
2. registered or leased in the name of; or
3. furnished or available for regular **use** to;

**you** or a **household member** or any other **person** domiciled in **your** household while in the care, custody, control or charge of **you** or a **household member** or any other **person** domiciled in **your** household.

A **temporary substitute auto** is not considered a **non-owned auto**.

**Occupying, occupied** or **occupancy** – means being in or upon, getting in, on, out, upon or off.



**Permanently installed** – means installed in such a way as to require the **use** of hand tools to remove.

**Person** – means a living human being.

**Private passenger auto** – means:

1. an **auto** with 4 wheels of the private passenger type,
2. a motor home with 4 or more wheels, or
3. a pickup or van type **auto** with a rated load capacity of 2,000 pounds or less.

**Property damage** – means injury to or destruction of tangible property, and includes any resulting loss of **use**.

**Punitive damages** – means amounts of money awarded or imposed to punish or to make an example of a wrongdoer and includes, but is not limited to, exemplary damages and aggravated damages.

**Temporary substitute auto** – means an **auto** or **trailer** not owned by **you**, if it replaces **your insured auto** for a short time, not to exceed 90 days. Its **use** has to be with the permission of the owner. **Your insured auto** has to be out of **use** due to its breakdown, repair, servicing, damage or loss. A **temporary substitute auto** is not considered a **non-owned auto**.

**Trailer** – means a vehicle designed to be pulled by a **private passenger auto**.

**Use, used** or **using** – means operating, maintaining, loading or unloading.

**Your insured auto** – means:

1. Any **auto** shown in the declarations page, while owned by **you**.

2. Any **private passenger auto** which **you** newly acquire during the policy period and which is owned solely by **you**. Coverage applies only if at the time **you** take possession of the newly acquired **private passenger auto**:
- it has replaced any **auto** shown in the declarations page and title and possession of the replaced **auto** have been transferred; or
  - it is in addition to any **auto** shown in the declarations page and **we** insure all **private passenger autos you** then own.

A replacement **auto** as defined in a. above has the same coverage as the **auto** it replaced. An additional **auto** as defined in b. above has the same coverage as the **auto** with the most broad coverage that is shown in the declarations page.

However, **you** must ask **us** for coverage within 30 days after **you** take possession of a newly acquired **auto** insured under this provision if **you** wish:

- To add or continue physical damage coverage on a replacement **auto**.
- To insure an additional **auto**. A premium will be charged from the date **you** took possession of the additional **auto**.

If **you** fail to notify **us**, no coverage will be provided after 30 days from the time **you** take possession.

- Any **trailer you** own. (Physical Damage Coverage does not apply until **you** have notified **us** and a premium is paid for the coverage.)
- Any **temporary substitute auto**.
- Any **auto you** do not own while being driven temporarily as a demonstrator **auto** provided by a duly licensed automobile dealer.

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**PART I – LIABILITY**

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**COVERAGE A – BODILY INJURY**  
**COVERAGE B – PROPERTY DAMAGE**

**INSURING AGREEMENT – PART I**

1. Subject to the Exclusions, **we** will pay damages for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **auto accident**.

Damages do not include criminal fines or restitution orders. Damages also do not include **punitive damages**, except in cases involving wrongful death.

2. **We** will defend any suit claiming damages covered under PART I. **We** will defend any suit even if the allegations are groundless, false or fraudulent.

Defense lawyers will be provided by **us**. If any **insured** retains a lawyer for any claim, whether or not covered under PART I, **we** will not be liable for the fees and costs charged by that lawyer and **we** may pay outside counsel a flat fee to represent **you**.

3. **We** may settle any claim or suit as **we** find appropriate.

**SUPPLEMENTARY PAYMENTS – PART I**

In addition to the limits of liability for PART I, **we** will pay:

1. All settlement and defense costs **we** incur on **your** behalf.
2. Any interest on damages covered under PART I on that part of a judgment that is within **our** limit of liability, except:
  - a. if **we** offer to pay **our** limit of liability before judgment, **we** will not pay interest thereafter; or

- b. if a judgment is rendered, **we** will not pay interest after **our** limit of liability has been paid or deposited in court.
3. Any reasonable expenses that an **insured** actually incurs at **our** request.
4. Loss of net earnings, but not other income, because of attendance at hearings, trials or depositions at **our** request.
5. Expenses an **insured** incurs for first aid to others at the time of an **auto accident** involving an **auto** insured under PART I.
6. Premiums on:
- a. Appeal bonds or attachment bonds required in any suit **we** defend. **We** will not pay for:
- (1) a bond in excess of the limits of liability; or
  - (2) an appeal bond for that portion of a judgment that is not covered under PART I.
- b. Bail bonds required:
- (1) because of an **auto accident** arising out of the **use** of an **auto** insured under PART I; or
  - (2) for any traffic citation received in connection with such **auto accident**.
- The bail bond shall not exceed \$250.

**We** will pay for, but not apply for or furnish, any such bail bonds.

7. NAMED INSURED'S SPECIAL BENEFIT - This coverage applies only to **you**, the named insured. If Liability Coverage is afforded by this policy, **we** will pay the principal sum of \$5,000, if **you**, while **occupying your insured auto**, are killed instantly or are injured and die within thirty days from the date of such injury, as a direct result of **collision** or upset of such **auto**, provided that such death is caused solely through external, violent and accidental means.

The special benefit of \$5,000 will be increased to \$15,000 if, at the time of the accident, **you** were **using** the **auto's** complete restraint system.

If the deceased **insured** is survived by a spouse who was domiciled in the same household at the time of the **auto accident**, **we** will pay the death benefit to such spouse. If the deceased **insured** was an unmarried minor, **we** will pay the death benefit to either parent, who was domiciled in the same household at the time of the accident. Otherwise, **we** will pay the death benefit to the deceased **insured's** estate.

**We** have the right to request an autopsy where it is not forbidden by law.

#### **PERSONS INSURED – PART I**

Under PART I, **insured** means:

1. **You** and a **household member**.
  - a. in the **use** of **your insured auto**; and
  - b. in the **use** of any other **auto** or **trailer**.
2. Any **person** other than those identified in paragraph 1 **using your insured auto** with **your** permission provided the **use** is within the scope of such permission. The limits of liability for this **person** shall be equal to minimum limits of liability specified by the financial responsibility law of the state in which the **auto accident** occurs.

#### **WHAT IS NOT COVERED – EXCLUSIONS – PART I**

**We** do not cover liability of any **person** for:

1. The ownership, maintenance or **use** of:
  - a. Any **auto**, other than **your insured auto** which is:
    - (1) owned by **you**; or
    - (2) furnished or available for **your** regular **use**.

- b. Any **auto**, other than **your insured auto**, which is:
- (1) owned by any **household member**, or
  - (2) furnished or available for the regular **use** of any **household member**.
- However, this exclusion does not apply to **your** maintenance or **use** of any **auto** which is:
- (1) owned by a **household member**, or
  - (2) furnished or available for the regular **use** of a **household member**.
2. **Bodily injury** or **property damage** arising from the **use** of any **auto** or **trailer** while carrying or delivering **persons**, property or food for a fee or compensation (including wages, salary, tip or separate payment). This exclusion does not apply:
- a. to any shared expense car pools or charitable delivery; or
  - b. to **you** while a passenger in an **auto** other than **your insured auto**.
3. Any obligation assumed under a contract or agreement.
4. **Bodily injury** or **property damage** which is either expected or intended by an **insured** or which is the result of an **insured's** intentional or criminal acts. **You** are deemed to intend the natural and probable consequences of **your** actions.
5. **Bodily injury** to any employee of a **person** insured if the **bodily injury** arises out of and in the course of employment.
6. **Bodily injury** or **property damage** arising from the **use** of any **auto** in the **auto business**. This exclusion does not apply to the **use** of **your insured auto** by:
- a. **you**;
  - b. a **household member**; or
  - c. any employee or agent of **you** or a **household member**.

This exclusion applies only to the extent that damages exceed the minimum limits of liability required under Alabama law.

7. **Bodily injury** or **property damage** arising from the **use** of any **auto** in any other **business** of an **insured**. This exclusion does not apply to:
  - a. **your insured auto**; or
  - b. any other **auto** insured under PART I that is a **private passenger auto** or **trailer used** therewith, operated or **occupied** by **you** or **your** domestic employee.
8. **Property damage** to real or personal property owned or transported by, or in the care, custody, control or charge of or rented to any **insured**. This exclusion does not apply to:
  - a. a rented dwelling house, rented private garage or rented carport damaged by an **auto** insured under PART I, or
  - b. any **auto** operated by an **insured** if the **auto** is loaned to the **insured** for demonstration purposes or loaned as a replacement **auto** while **your insured auto** is out of **use** because of breakdown, repair, or servicing, and if the other **auto** is loaned by a **person**, firm or corporation engaged in the **business** of selling, repairing, or servicing **autos**.
9. Any obligation of the owner or lessor of an **auto you** or a **household member** does not own.
10. **Bodily injury** or **property damage** to any covered **auto** while it is:
  - a. being prepared for, **used** in practice for, or operated in any racing contest, speed contest, hill-climbing contest, jumping contest or other similar contest; or
  - b. on a track primarily designed for racing or high-speed driving. This does not apply if the vehicle is being **used** in connection with an activity other than racing, high-speed driving, or any type of competitive driving.

11. **Bodily injury** or **property damage** arising from the **use** of any **auto**, not owned by **you** or a **household member**, without the permission of the owner.
12. **Bodily injury** or **property damage** if insurance is or can be afforded under any nuclear energy policy.
13. **Bodily injury** arising from the loading or unloading of any **auto** insured under PART I. This exclusion does not apply to:
  - a. **you**;
  - b. a **household member**;
  - c. a bailee;
  - d. any employee of a., b., or c. above.
14. Any obligation for which any **insured** may be held liable under any workers' compensation law.
15. **Bodily injury** or **property damage** arising from the **use** of any **trailer** with any **auto** not covered under PART I.
16. **Punitive damages**, except in cases involving wrongful death. Wrongful death **punitive damages** will be covered up to the policy limits shown in the Declarations.
17. **Bodily injury** to **you** or any **household member**. However, such **person** is entitled to the minimum limits of **bodily injury** liability of the financial responsibility law of the state in which the **auto accident** occurred.
18. **Bodily injury** or **property damage** arising from the **use** of any motorized vehicle with less than four wheels.
19. **Bodily injury** or **property damage** arising from the **use** of any all terrain vehicles or golf carts.
20. Any damages for which any government entity might be liable for that **person's use** of the **auto**.



21. **Bodily injury** or **property damage** caused by the dumping, discharge or escape of irritants, pollutants or contaminants; however, this exclusion does not apply if the discharge is sudden and accidental.
22. **Bodily injury** or **property damage** while committing a felony or while seeking to elude lawful apprehension or arrest for a felony by a law enforcement official.
23. **Bodily injury** or **property damage** sustained by any **person** while not in lawful possession of an **auto** or voluntarily **occupying** an **auto** knowing it is stolen.
24. **Bodily injury** to any fellow employee of the **insured** arising out of and in the course of such employee's employment.

Any exclusion which is invalid or unenforceable under Alabama law shall apply to that portion of the damages which exceeds the minimum limits of liability required by such law.

#### LIMITS OF LIABILITY – PART I

1. The limit of liability shown in the declarations page for each **person** for **bodily injury** liability is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to any one **person**, in any one **auto accident**. The limit of liability shown for each **person** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to that **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention. This is the most **we** will pay regardless of the number of:
  - a. covered **persons**;
  - b. claims made;

- c. **autos** or premiums shown in the declarations page;
- d. policies issued to **you** or **household members** by **us**; or
- e. **autos** involved in the **auto accident**.

The limit of liability shown in the declarations page for each **auto accident** for **bodily injury** liability is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to any number of **persons**, resulting from any one **auto accident**. The limit of liability shown for each **auto accident** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to any **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention. This is the most **we** will pay regardless of the number of:

- a. covered **persons**;
- b. claims made;
- c. **autos** or premiums shown in the declarations page;
- d. policies issued to **you** or **household members** by **us**; or
- e. **autos** involved in the **auto accident**.

- 2. The limit of liability shown in the declarations page for each accident for **property damage** liability is **our** maximum limit of liability for all damages to all property resulting from any one **auto accident**. This is the most **we** will pay regardless of the number of:
  - a. covered **persons**;
  - b. claims made;
  - c. **autos** or premiums shown in the declarations page;
  - d. policies issued to **you** or **household members** by **us**; or
  - e. **autos** involved in the **auto accident**.

3. Regardless of the limits of liability shown in the declarations page, the most **we** will pay for the **bodily injury** and **property damage** liability for each covered **person**, other than **you** or any **household member**, will be equal to the minimum limits of liability of the financial responsibility law of the state in which the accident occurs.
4. No one will be entitled to duplicate payments for the same elements of damages.
5. An **auto** and attached **trailer** are considered one **auto**. Therefore, the limits of liability will not be increased for an **auto accident** involving an **auto** which has an attached **trailer**.

#### **OUT OF STATE COVERAGE – PART I**

If an **auto accident** involving **your insured auto** occurs outside the state in which **your insured auto** is principally garaged but within the territory where this policy applies, and:

1. the liability limits required by the financial responsibility or similar law of the jurisdiction in which the **auto accident** occurred are higher than the liability limits of this policy; or
2. a compulsory insurance or similar law requires a nonresident to maintain insurance whenever **using** an **auto** in that jurisdiction;

then this policy will provide at least the required coverages and limits.

#### **FINANCIAL RESPONSIBILITY – PART I**

When this policy is certified as future proof of financial responsibility, it will comply with the law to the extent required.

#### **OTHER INSURANCE – PART I**

If there is other applicable liability insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

However, any insurance **we** provide for an **auto you** do not own shall be excess over any other insurance, unless such **auto** is loaned to **you** by a **person**, firm or corporation engaged in the **auto business** and such **auto** is **used** by any covered **person**:

1. for demonstration purposes; or
2. as a temporary substitute for **your insured auto** which is out of normal **use** because of its breakdown, repair, servicing, or loss or destruction.

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## PART II – EXPENSES FOR MEDICAL SERVICES

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### COVERAGE D – EXCESS MEDICAL PAYMENTS

### COVERAGE P – ACCIDENTAL DEATH, DISMEMBERMENT

### INSURING AGREEMENT – COVERAGE D

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 those expenses that are not covered under any medical or health insurance. **We** will pay only for expenses actually incurred within 1 year from the accident date.

### PERSONS INSURED – COVERAGE D

Under COVERAGE D, **insured** means:

1. **You** or a **household member** while:
  - a. **occupying** any **auto** or **trailer**, or
  - b. not **occupying** an **auto** or **trailer**, when struck by an **auto** or **trailer**.
2. Any other **person occupying**:
  - a. **your insured auto**, while **used** by **you**, a **household member**, or with **your** permission; or

- b. any other **auto** or **trailer** when the accident results from that **auto's** operation or **occupancy** by **you** or a **household member**.

#### WHAT IS NOT COVERED – EXCLUSIONS – COVERAGE D

Under COVERAGE D, this policy does not apply to medical or funeral expenses because of **bodily injury**:

1. Sustained while **occupying**, or when struck by, any **auto** or **trailer**, other than **your insured auto**, owned by, or furnished or available for regular **use** by, **you**.
2. Sustained while **occupying**, or when struck by, any **auto** or **trailer**, other than **your insured auto**, owned by, or furnished or available for regular **use** by, a **household member**. This exclusion does not apply to **you**.
3. Sustained while **occupying** any **auto** or **trailer**, other than **your insured auto**, while **used** by a **household member** who owns an **auto** that is not covered as **your insured auto**. This exclusion does not apply to **you**.
4. Sustained while **occupying** any motorized vehicle with less than 4 wheels.
5. Sustained while **occupying** any **auto** or **trailer** while carrying or delivering **persons**, property or food for a fee or compensation (including wages, salary, tip or separate payment). This exclusion does not apply to:
  - a. shared expense car pools or charitable delivery; or
  - b. **you** or a **household member** while a passenger in any **auto** or **trailer**, other than **your insured auto**.
6. Sustained while **occupying** any **auto** or **trailer**, other than **your insured auto**, while **used** in the **auto business**. This exclusion does not apply to **you** or a **household member**.

7. Sustained while **occupying** any **auto** or **trailer**, other than **your insured auto**, while **used** in any other **business**. This exclusion does not apply to:
  - a. **you**;
  - b. any **household member**; or
  - c. any other **person** while **occupying** a **private passenger auto** being **used** by **you**.
8. If workers' compensation benefits are paid, payable, or required to be provided for all or part of the **bodily injury**.
9. Sustained while **occupying** any **auto**:
  - a. being prepared for, **used** in practice for, or operated in any racing contest, speed contest, hill-climbing contest, jumping contest or other similar contest; or
  - b. on a track primarily designed for racing or high-speed driving. This does not apply if the vehicle is being **used** in connection with an activity other than racing, high-speed driving, or any type of competitive driving.
10. For any damages for which any government entity might be liable for that **person's use** of the **auto**.
11. Due to war, civil war, insurrection, rebellion, revolution, nuclear reaction, radioactive contamination or any consequence of any of these.
12. Sustained by the owner of any **auto** not owned by:
  - a. **you**; or
  - b. a **household member**.
13. Sustained while **occupying**:
  - a. any **auto used** as a residence or premises; or
  - b. any **trailer** while **used** for **business** purposes.
14. Sustained while **occupying** any **auto** without the permission of the owner.

15. Sustained by any **person** while not in lawful possession of, or voluntarily **occupying**, an **auto** knowing it is stolen.
16. Caused by that **person** driving **your insured auto** who intentionally causes a **collision**, causes **property damage**, or intentionally attempts to cause injury to himself, herself or others; which is either expected or intended by an **insured** or which is the result of an **insured's** intentional or criminal acts. **You** are deemed to intend the natural and probable consequences of **your** actions.
17. While committing a felony or while seeking to elude lawful apprehension or arrest for a felony by a law enforcement official.

#### LIMITS OF LIABILITY – COVERAGE D

1. The limit shown in the declarations page is the most **we** will pay for **bodily injury** to each **person** injured in any one **auto accident**.
2. The limits of liability for two or more **autos** on this policy shall not be added together, combined, or stacked to determine the limit of coverage available to injured **persons**, regardless of the number of:
  - a. **autos** involved in the occurrence, whether insured or not;
  - b. **insureds**;
  - c. claims made;
  - d. premiums paid;
  - e. policies issued to **you** or **household members** by **us**; or
  - f. **autos** or premiums shown in the declarations page.

If the amount shown in the declarations page for this coverage is \$5,000 or more, the most **we** will pay for funeral services is \$5,000 per **person**.

No **person** shall collect twice for the same medical or funeral service.

**OTHER INSURANCE – COVERAGE D**

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; or
  - f. any health insurance policy.
  
2. If there is any other applicable **auto** medical payments insurance (except excess medical payments insurance or Medicare), **we** will pay only that which is in excess of the amount eligible for payment by any other insurance. If there is other applicable excess medical payments insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to an **auto you** do not own shall be excess over any other **auto** insurance providing payments for medical or funeral expenses.

**PAYMENT OF CLAIMS – COVERAGE D**

**We** may pay:

1. **you**;
2. any other **person** making claim; or
3. any provider of services to whom benefits have been assigned.

Payment by **us** shall reduce the amount **we** owe. Payment by **us** is not an admission that the medical expenses were reasonable, necessary, or otherwise covered under COVERAGE D.



## INSURING AGREEMENT – COVERAGE P

Subject to the Exclusions, **we** will pay the amount shown in the Schedule of Benefits that applies for death or **loss** caused by an **auto accident** to an **insured**. The death or **loss** must be the direct result of the **auto accident** and not due to any other cause. The death or **loss** must occur within 90 days of the **auto accident**. The **insured** has to be **occupying your insured auto** or be struck by a land motor vehicle or **trailer**.

## PERSONS INSURED – COVERAGE P

Under COVERAGE P, **insured** means **you** or a **household member**.

## ADDITIONAL DEFINITION – COVERAGE P

**Loss** – Under this coverage, means the **loss** of:

1. the foot or hand;
2. the whole thumb or finger; or
3. all sight.

## WHAT IS NOT COVERED – EXCLUSIONS – COVERAGE P

COVERAGE P does not apply to:

1. An **insured** while on the job or operating, **occupying**, loading or unloading:
  - a. an emergency vehicle; or
  - b. an **auto used** in the **insured's business** or job.

But, 1.b. does not apply if the **auto** is a **private passenger auto** while not **used** in **business**.

2. An **insured** while **occupying** any **auto**:
  - a. being prepared for, **used** in practice for, or operated in any racing contest, speed contest, hill-climbing contest, jumping contest or other similar contest; or

- b. on a track primarily designed for racing or high-speed driving. This does not apply if the vehicle is being **used** in connection with an activity other than racing, high-speed driving, or any type of competitive driving.
3. The death of or **loss** to an **insured** due to:
- a. disease, except pus-forming infection due to **bodily injury** received in the **auto accident**;
  - b. suicide or to any attempt thereat, or any intentionally inflicted injury; or
  - c. war of any kind, be it declared or undeclared, or insurrection or rebellion.

**LIMITS OF LIABILITY – COVERAGE P**

The most **we** will pay because of the death of, or **loss** to, the **insured** is shown in the declarations page. If the **insured** dies as a result of the **auto accident**, any amount **we** pay for dismemberment or **loss** of sight shall apply to reduce any amount which is payable as a Death Benefit. Payment of the Death Benefit shall end all **our** obligation under this coverage. The application of this policy to more than one **auto** shall not increase **our** liability as described in this coverage.

**Schedule of Benefits**

The amount shown in declarations page is:

	<u>\$5,000</u>	<u>\$10,000</u>
Death ( <b>You</b> )	\$5,000	\$10,000
Death ( <b>Household Member</b> )	\$5,000	\$5,000
<b>Loss</b> of: hands; feet; sight of eyes; one hand and one foot; or one hand or one foot and sight of one eye	\$5,000	\$10,000
one hand or one foot; or sight of one eye	\$2,500	\$5,000

thumb and finger on one hand; or three fingers	\$1,500	\$3,000
any two fingers	\$1,000	\$2,000

**PAYMENT OF BENEFITS – COVERAGE P**

**We** will pay any amount due:

1. to the **insured**;
2. to a parent or guardian, if the **insured** is a minor or an incompetent **person**;
3. to the surviving spouse; or
4. at **our** option, to any **person** or organization authorized by law to receive such payment.

**We** are not responsible for the way the money is used.

**We** have the right to have an autopsy made where it is not forbidden by law.

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**PART III – UNINSURED MOTORIST COVERAGE**

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**COVERAGE E – UNINSURED MOTORIST COVERAGE – BODILY INJURY (INCLUDES UNDERINSURED MOTORIST COVERAGE)**

**INSURING AGREEMENT – PART III**

Subject to the Exclusions, **we** will pay damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**, to the extent that the owner or operator is liable, because of **bodily injury**:

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

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or **use** of the **uninsured motor vehicle**.

No judgment for damages arising out of a suit brought against the owner or operator of an **uninsured motor vehicle** is binding on **us** unless **we**:

1. received reasonable notice of the pendency of the suit resulting in judgment; and
2. had a reasonable opportunity to protect **our** interests in the suit.

However, if reasonable notice has not been given to **us, we** have the option to accept the judgment in the suit as binding on **us**.

### **PERSONS INSURED – PART III**

Under PART III, **insured** means:

1. **You** or any **household member**.
2. Any other **person occupying your insured auto**.
3. Any **person** for damages that **person** is entitled to recover, because of **bodily injury** to which this coverage applies, sustained by a **person** described in 1. or 2. above.

### **ADDITIONAL DEFINITIONS – PART III**

**Uninsured motor vehicle** means a land motor vehicle or **trailer** of any type:

1. to which no **bodily injury** liability bond or policy applies at the time of the **auto accident**;
2. to which a **bodily injury** liability bond or policy applies at the time of the **auto accident**. In this case, its limit for **bodily injury** liability must be less than the minimum limit for **bodily injury** liability specified by the financial responsibility law of Alabama;

3. for which the sum of the limits of liability under all **bodily injury** liability bonds or policies applicable at the time of the **auto accident** is not enough to pay the full amount the **insured** is legally entitled to recover as damages. In this case, the applicable limits for **bodily injury** liability must be equal to or greater than the minimum limit for **bodily injury** liability specified by the financial responsibility law of Alabama;
4. which is a hit and run vehicle whose operator or owner cannot be identified and which hits or which causes an **auto accident** resulting in **bodily injury** without hitting:
  - a. **you** or any **household member**,
  - b. a vehicle which **you** or any **household member** are **occupying**, or
  - c. **your insured auto**; or
5. to which a **bodily injury** liability bond or policy applies at the time of the **auto accident** but the bonding or insuring company is or becomes insolvent after the policy is issued.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

1. owned by or furnished or available for the regular **use** of **you** or any **household member** unless there is no liability coverage available under any policy other than this policy to respond for damages sustained by **you** or any **household member**;
2. owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent;
3. operated on rails or crawler treads;
4. designed mainly for **use** off public roads while not on public roads;
5. while located for **use** as a residence or premises;

6. which is a farm tractor or farm equipment while not on public roads;
7. which is a **trailer**, railroad engine, railroad car, motorized bicycle, golf cart, off-road recreational vehicle, snowmobile, fork lift, aircraft, construction equipment or mobile home; or
8. which is a farm tractor or other vehicle designed and principally used for agricultural purposes.

### WHAT IS NOT COVERED – EXCLUSIONS – PART III

**We** do not provide Uninsured Motorist Coverage for **bodily injury** sustained by any **person**:

1. Who is a **household member** while **occupying** or when struck by, any motor vehicle **you** own which is insured for this coverage on a primary basis under any other policy.
2. If that **person** or the legal representative settles the **bodily injury** claim without **our** written permission. However, this Exclusion (2) does not apply to Section 3. of the definition of **uninsured motor vehicle**.
3. When **your insured auto** is being **used** to carry or deliver **persons**, property or food for a fee or compensation (including wages, salary, tip or separate payment). This exclusion does not apply to a share-the-expense car pool or charitable delivery.
4. Where the injury or death is caused by anything specially excluded from coverage under this policy.
5. **Using** a vehicle without the permission of the owner.
6. While operating a motor vehicle while his or her license is suspended, revoked or never issued.

7. **Occupying** or operating vehicles, including **trailers**, owned by **you** and not insured under this policy.
8. Where any employee, officer, director, partner, trustee, member, executor, administrator, or beneficiary of the named insured, or any relative of any such **person** is operating or **occupying** a motor vehicle, other than the vehicle listed on the policy.
9. Not insured under this policy.

This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. workers' compensation law; or
2. disability benefits law.

#### LIMITS OF LIABILITY – PART III

- A. Except as provided in B. below:
  1. when there is only one insured vehicle:
    - a. the limit of liability shown in the declarations page for each **person** for Uninsured Motorist Coverage is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to any one **person**, in any one **auto accident**. The limit of liability shown for each **person** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to that **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention; and
    - b. subject to this limit for each **person**, the limit of liability shown in the declarations page for each **auto accident** for Uninsured Motorist Coverage is **our**

maximum limit of liability for all damages arising out of and due to **bodily injury** to any number of **persons**, resulting from any one **auto accident**. The limit of liability shown for each **auto accident** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to any **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention; and

2. when there is more than one insured vehicle:
  - a. and the insured was **occupying your insured auto** at the time of the **auto accident**
    - (1) the limit of liability shown in the declarations page for each **person** for Uninsured Motorist Coverage applicable to **your insured auto**, plus the sum of the highest limits of liability for Uninsured Motorist Coverage stated in the Declarations for each **person** applicable to any other of **your insured autos** up to a maximum of two additional limits, is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to any one **person**, in any one **auto accident**. The limit of liability shown for each **person** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to that **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention; and



- (2) subject to this limit for each **person**, the limit of liability shown in the declarations page for each **auto accident** for Uninsured Motorist Coverage applicable to **your insured auto**, plus the sum of the highest limits of liability for Uninsured Motorist Coverage stated in the Declarations for each **auto accident** applicable to any other of **your insured autos** up to a maximum of two additional limits, is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to any number of **persons**, resulting from any one **auto accident**. The limit of liability shown for each **auto accident** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to any **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention.
- b. and the **insured** was not **occupying** one of **your insured autos** at the time of the **auto accident**:
- (1) the sum of the highest limits of liability shown in the declarations page for each **person** for Uninsured Motorist Coverage applicable to any of **your insured autos**, up to a maximum of three limits, is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to any one **person**, in any one **auto accident**. The limit of liability shown for each **person** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to that **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment,

and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention; and

- (2) subject to this limit for each **person**, the sum of the highest limits of liability shown in the declarations page for each **auto accident** for Uninsured Motorist Coverage applicable to any of **your insured autos**, up to a maximum of three limits, is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to any number of **persons**, resulting from any one **auto accident**. The limit of liability shown for each **auto accident** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to any **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention.

This is the most **we** will pay regardless of the number of:

1. **insureds**,
  2. claims made,
  3. **autos** or premiums shown in the Declarations, or
  4. **autos** involved in the **auto accident**.
- B. If Uninsured Motorist Coverage is payable because liability coverage under any policy

other than this policy is excluded for damages sustained by **you** or any **household member**.

1. when there is only one insured vehicle:
  - a. that part of the limit of liability shown in the declarations page for each **person** for Uninsured Motorist Coverage that does not exceed the limits specified in the Alabama Motor Vehicle Safety Responsibility Act, is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to any one **person**, in any one **auto accident**. The limit of liability shown for each **person** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to that **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention; and
  - b. subject to this limit for each **person**, that part of the limit of liability shown in the declarations page for each **auto accident** for Uninsured Motorist Coverage that does not exceed the limits specified in Alabama Motor Vehicle Safety Responsibility Act, is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to any number of **persons**, resulting from any one **auto accident**. The limit of liability shown for each **auto accident** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to any **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention; and

2. when there is more than one insured vehicle:
- a. the sum of that part of the limit of liability shown in the declarations page for each **person** for Uninsured Motorist Coverage applicable to any of **your insured autos** that does not exceed the limits specified in the Alabama Motor Vehicle Safety Responsibility Act, up to the maximum of three limits, is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to any one **person**, in any one **auto accident**. The limit of liability shown for each **person** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to that **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention; and
  - b. subject to this limit for each **person**, the sum of that part of the limit of liability shown in the declarations page for each **auto accident** for Uninsured Motorist Coverage applicable to any of **your insured autos** that does not exceed the limits specified in Alabama Motor Vehicle Safety Responsibility Act, up to a maximum of three limits, is **our** maximum limit of liability for all damages arising out of and due to **bodily injury** to any number of **persons**, resulting from any one **auto accident**. The limit of liability shown for each **auto accident** for **bodily injury** also includes all claims which are derivative of the **bodily injury** to any **person**, including but not limited to damages for care, loss of consortium, loss of services and negligent entrustment, and including imputed negligence, agency, conspiracy, the family purpose doctrine, joint enterprise or venture, employment relationship, partnership, concert of action, or negligent hiring or supervision or retention.

This is the most **we** will pay regardless of the number of:

1. **insureds**,
2. claims made,
3. **autos** or premiums shown in the Declarations, or
4. **autos** involved in the **auto accident**.

There shall be no stacking Uninsured Motorist Coverage, including Underinsured Motorist Coverage, within any one policy other than provided in paragraph A. and B. above.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part I or Part II of this policy. However, **our** application of this provision may not result in **your** recovering less than the minimum Uninsured Motorist Coverage required by Alabama law, where **your** total damages exceed the total of payments from the tortfeasor's insurer, from **your** PART III – UNINSURED MOTORIST COVERAGE, and from **your** PART II – EXPENSES FOR MEDICAL SERVICES.

**We** will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of **persons** or organizations who may be legally responsible.

With respect to Section 3, of the definition of **uninsured motor vehicle**, **we** will reduce the **insureds** total damages by any amount available to that **insured**, under any **bodily injury** liability bonds or policies applicable to the **uninsured motor vehicle**, that such **insured** did not recover as a result of a settlement between that **insured** and the insurer of an **uninsured motor vehicle**. However, any reduction of the **insured's** total damages will not reduce the limit of liability for this coverage. This paragraph shall not apply if **we** advance payment to the **insured** in an amount equal to the tentative settlement with the insurer of the **uninsured motor vehicle**.

**We** will not pay for any element of loss if a **person** is entitled to receive payment for the same element of loss under any of the following or similar law:

1. worker's compensation law; or
2. disability benefits law.

### **OTHER INSURANCE – PART III**

If there is other applicable similar insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other insurance.

### **LEGAL ACTION AGAINST US**

Any suit or action against **us** for the damages which an **insured** 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 **auto accident**.

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## **PART IV – PHYSICAL DAMAGE**

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**COVERAGE G – COMPREHENSIVE**

**COVERAGE H – COLLISION**

**COVERAGE J – RENTAL REIMBURSEMENT**

### **INSURING AGREEMENT – COVERAGES G AND H**

**We** will pay for direct and accidental physical loss to **your insured auto** and any **non-owned auto**. Payment will be reduced by the applicable deductible shown in the declarations page. If the loss is caused by **collision** with another **auto** insured by **us** or any company within the Auto Club Enterprises Group, **your** deductible will be reduced by \$500. If **your** deductible is less than \$500, it will be reduced by **your** actual deductible amount.

**ADDITIONAL PAYMENTS –  
COVERAGES G AND H**

1. Total Theft Transportation Expenses - **We** will reimburse **you** up to \$30 per day, to a maximum of \$750, 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.

**We** will pay only transportation expenses incurred during the period:

- a. beginning immediately after the theft has been reported to **us** and to the police; and
  - b. ending when **your insured auto** is returned to **use**, replaced, or five days after **our** offer to pay for its loss, whichever comes first.
2. If a covered loss to **your insured auto** exceeds the applicable deductible shown in the declarations page, **we** will pay up to \$250 for direct and accidental damage to personal property:
    - a. owned by **you** or a **household member**,  
or
    - b. for which **you** are legally liable and which is contained in **your insured auto**.

However, this coverage applies only if the damage to the personal property results:

- a. from the same **auto accident** and the same cause of loss as the damage to the **auto**; and
  - b. not from theft.
3. Limited Insurance for Loss to Customized Equipment - **We** agree to pay for the direct and accidental loss to customized equipment, including camper shells, to a maximum of \$1,000. This limitation does not apply if the customized equipment has been disclosed and any necessary premium has been paid. The customized equipment should be **permanently installed** in the **auto**. Any camper shell must be on **your insured auto** at the time of loss.

## INSURING AGREEMENT – COVERAGE J

**We** will pay reasonable expenses **you** actually and necessarily incur for:

1. renting an **auto** of equivalent type as **your insured auto** from a car rental agency or garage; or
2. **using** public transport;

because of a loss to **your insured auto**, if **your insured auto** is other than a **trailer**, and the loss:

1. is other than the total theft of the **auto**; and
2. is covered under COVERAGES G or H; and
3. exceeds the applicable deductible shown in the declarations page.

## WHAT IS NOT COVERED – EXCLUSIONS – PART IV

Under PART IV, this policy does not apply to:

1. Any **auto** or **trailer** while **used** to carry or deliver **persons**, property or food for a fee or compensation (including wages, salary, tip or separate payment). This exclusion does not apply to any shared expense car pools or charitable delivery.
2. Any **auto** while rented or leased to others.
3. Any **non-owned auto** or **trailer** while **used** in the **auto business**.
4. Loss due and confined to:
  - a. wear and tear;
  - b. deterioration or depreciation;
  - c. freezing; or
  - d. mechanical or electrical breakdown or failure.
5. Loss resulting from the lack of lubricant or coolant.



6. Loss to motor homes, **trailers** or campers if the loss results from seepage of water.
7. Tires unless the loss:
  - a. is caused by fire, malicious mischief, vandalism, or theft; or
  - b. occurs at the same time and from the same cause as other loss covered under PART IV.
8. Any covered **auto** while it is:
  - a. being prepared for, **used** in practice for, or operated in any racing contest, speed contest, hill-climbing contest, jumping contest or other similar contest; or
  - b. on a track primarily designed for racing or high-speed driving. This does not apply if the vehicle is being **used** in connection with an activity other than racing, high-speed driving, or any type of competitive driving.
9. Loss due to confiscation by governmental or civil authority.
10. Loss due to war, civil war, insurrection, rebellion, revolution, nuclear reaction, radioactive contamination or any consequence of any of these.
11. Loss to **electronic equipment**. This exclusion does not apply if the equipment is **permanently installed** in **your insured auto** in the opening or console designed for the installation of such equipment and was offered as original manufacturers equipment. This exclusion does not apply if the equipment has been declared and any necessary premium has been paid.
12. Any **non-owned auto** when **used** without the permission of the owner.
13. Loss by or at the direction of any insured which is either expected or intended by an insured or which is the result of an insured's intentional or criminal acts. **You** are deemed

to intend the natural and probable consequences of **your** actions.

14. Any diminution in the value of **your insured auto** or a **non-owned auto** after any damage covered under this part has been repaired.
15. Loss to a **trailer** not shown in the declarations page. This exclusion does not apply to a **trailer you**:
  - a. acquire during the policy period; and
  - b. ask **us** to insure within 30 days after **you** become the owner.
16. Theft by a **household member** or any designated **person** named in any Named Driver Exclusion Endorsement that is part of this policy.
17. Theft, embezzlement or other unlawful conversion by any **person** having custody of **your insured auto** after the **auto** has been turned over to another party for the purpose of selling, leasing, or subleasing it.
18. Loss while committing a felony or while seeking to elude lawful apprehension or arrest for a felony by a law enforcement official.
19. Loss while the **auto** is **used** in any illegal activity or illegal transportation by **you** or any **household member**.
20. Loss to any of the following or their accessories:
  - a. citizens band radio;
  - b. two-way mobile radio;
  - c. telephone;
  - d. scanning monitor receiver; or
  - e. radar detector.This exclusion does not apply if the equipment is **permanently installed** in the opening or console designed for the installation of such equipment.

21. Loss to any custom furnishings in or upon **your insured auto**. Custom furnishings include but are not limited to:
- a. special carpeting and insulation, furniture, bars or television receivers;
  - b. facilities for cooking and sleeping;
  - c. height-extending roofs;
  - d. custom paint jobs, custom murals, paintings, decals, wheels, tires or graphics; or
  - e. camper bodies, deck spoilers or other body modifications.
- This exclusion does not apply if the furnishings have been declared and any necessary premium has been paid.
22. Any loss to **your insured auto** or **non-owned auto** arising out of or during its **use** for the transportation of any:
- a. explosive substance;
  - b. flammable liquid; or
  - c. similar hazardous materials;
- except transportation incidental to **your** ordinary household or farm activities.
23. Loss to **your insured auto** or a newly acquired car if an insured voluntarily relinquishes possession of that **auto** to a **person** or organization under an actual or presumed sales agreement regardless of if the title has been signed or passed.
24. **Punitive damages.**

#### **LIMITS OF LIABILITY – COVERAGES G AND H**

1. In case of loss, **we** will pay the lesser of:
- a. the actual cash value of the damaged, destroyed, or stolen property, meaning the market value just prior to the loss, taking age and condition of the damaged, destroyed, or stolen property into account;
  - b. the cost to repair or replace with like kind and quality. **We** may require or specify the **use** of motor vehicle parts not made by the original manufacturer; or

c. the limit of liability stated in the declarations page.

The applicable deductible shown in the declarations page will be subtracted from **our** payment.

2. **Our** liability will not include diminution of value.
3. **Our** liability for the cost of parts that are not obtainable in the U.S.A. shall not exceed their list price in the U.S.A.
4. The inability to obtain parts shall not be the reason for a total loss.
5. **Our** liability for refinishing all or part of the finished surface of an **auto** shall not exceed the cost of the standard surface finish applied by the **auto** manufacturer before customization or modification.

In addition, with respect to a **non-owned auto**:

1. Any amounts otherwise payable for damages under this coverage shall be reduced by all sums paid because of the damages to the **non-owned auto** by or on behalf of the **persons** or organizations who may be legally responsible. This includes all sums paid under Part I.
2. Any payment under this coverage will reduce any amount that **person** is entitled to recover for the same damages under Part I.

#### **LIMITS OF LIABILITY – COVERAGE J**

**We** will pay up to the amount of rental reimbursement per day shown in the declarations page for **your insured auto**.

If **your insured auto** is:

1. Not drivable, this coverage starts after the loss has been reported to **us**.

2. Drivable, this coverage starts after:
  - a. the loss has been reported to **us**;
  - b. **your insured auto** has been left at a garage for repairs; and
  - c. **you**, or anyone on **your** behalf, have signed the repair order.

This coverage ends:

1. when policy limit shown in the declarations page is exceeded;
2. after the shortest time required to complete repairs; or
3. 5 days after **we** offer to pay for a total loss;

whichever comes first.

#### **NO BENEFIT TO BAILEE – PART IV**

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

#### **OTHER INSURANCE – PART IV**

If there are other physical damage insurance policies that apply, **we** will pay no more than **our** share of the loss. **Our** share is the proportion that the limits under PART IV bear to the total of all applicable physical damage limits. However, if other physical damage coverage is available for:

1. Any **auto you** or a **household member** do not own, this policy shall be excess.
2. A newly acquired **auto** that is in addition to any shown in the declarations page, this policy does not apply.

#### **APPRAISAL – COVERAGES G AND H**

If **we** and an insured do not agree on the amount of loss, either party may make written request for appraisal. Within 20 days after receiving a written request, each party shall:

1. choose an appraiser; and

2. tell the other who that appraiser is.

The two appraisers shall then choose an umpire. If they cannot agree on an umpire within 30 days, either may request a judge of the court of record in the county in which the appraisal is pending to choose an umpire.

The appraisers shall then establish the amount of loss subject to the applicable limit of liability. If the appraisers do not agree within a reasonable time, they shall submit their differences to the umpire. Written award by any two of the three shall be binding.

Each party shall pay:

1. the appraiser it chose, and
2. their equal share of the appraisal expenses and the umpire's fee.

#### **PAYMENT OF LOSS – COVERAGES G AND H**

Following any loss, **we** have the option to:

1. Pay for the loss less any depreciation.
2. Repair or replace damaged, destroyed or stolen property with like kind and quality.
3. Return stolen property to **you** after covered damage has been repaired.
4. Take title of and keep all or part of the property at the agreed value. However, there shall be no abandonment to **us**.
5. Settle a claim either with **you** or the owner of the property.

If **your insured auto** has a loan or a lease, any loss under Part IV – Physical Damage is payable as interests may appear in the declarations page to **you** and the lienholder/leaseholder named therein. This is in accordance with the terms of the Loss Payable Agreement which appears in the declarations page.

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**PART V – YOUR DUTIES AFTER AN  
ACCIDENT OR LOSS**

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**GENERAL DUTIES**

1. After an **auto accident** or loss:
  - a. **we** must be notified promptly; and
  - b. **we** must be informed of the date, time, place and circumstances including, but not limited to, the names and addresses of **persons** involved, injured **persons**, and witnesses.
2. In case of claim or suit against any insured, any legal papers received by an insured must be sent to **us** immediately.
3. Any insured shall cooperate with **us** in investigating any claim and, at **our** request:
  - a. attend depositions, hearings and trials;
  - b. assist in:
    - (1) making settlements;
    - (2) securing and giving evidence;
    - (3) obtaining the attendance of witnesses;and
    - (4) the conduct of suits;
  - c. submit, as often as **we** reasonably require, to examination(s) under oath while not in the presence of:
    - (1) any other insured **person**; or
    - (2) anyone whose presence is not reasonably required for accessibility or communication, except legal counsel;and sign the transcript of the examination(s);
  - d. make available for inspection any **auto**, object or premises involved;
  - e. authorize **us** to obtain any documentation **we** reasonably require in investigating any claim, including, but not limited to, medical, employment and tax records;
  - f. submit to medical exams by doctors **we** choose; and
  - g. allow **us** access to the black box.
4. Insureds shall not voluntarily:
  - a. make any payment;
  - b. assume any obligation; or

- c. incur any expense, except for first aid to others at the time of an **auto accident** involving an **auto** or **trailer** insured under PART I;  
except at their own cost.

#### ADDITIONAL DUTIES

1. Under PART III – COVERAGE E, any **person** seeking Uninsured Motorist Coverage (includes Underinsured Motorist Coverage) must also:
- a. Promptly notify the police if a hit and run driver is involved.
  - b. Immediately send **us** copies of the legal papers if a suit is brought.
  - c. Take such action as may be necessary or appropriate to preserve the right to recover damages from any **person** or organization alleged to be legally responsible for the **bodily injury**.
  - d. Join the **person** or organization alleged to be legally responsible for the **bodily injury** as a party defendant in any legal action against **us**, when requested by **us**.
  - e. Under Section 3. of the definition of **uninsured motor vehicle**, must also promptly notify **us** in writing of a tentative settlement between the **insured** and the insurer of the **uninsured motor vehicle** and allow **us** reasonable time to advance payment to that **insured** in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner or operator of such **uninsured motor vehicle**. Such written notice shall include:
    - (1) written documentation of pecuniary loss, including copies of all medical bills;
    - (2) written authorization for **us** to obtain medical and employment records from all medical providers and employers; and
    - (3) written confirmation from the other driver's liability insurer as to the amount of the other driver's liability limits and the terms of the tentative



agreement, which shall not include any component sum representing **punitive damages**, except in cases involving wrongful death.

2. Under PART IV, any insured shall:
  - a. Take reasonable steps to protect a damaged **auto** from further loss. **We** will pay reasonable expenses actually incurred for this protection.
  - b. Promptly report to the police:
    - (1) the total theft of an **auto**; or
    - (2) the vandalism of an **auto**.
  - c. Allow **us** to:
    - (1) inspect and appraise any **auto** insured under PART IV; and
    - (2) get any estimates **we** need; before the **auto** can be repaired or disposed of.

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## PART VI – GENERAL PROVISIONS

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### AAA MEMBERSHIP REQUIREMENT

A valid membership in the American Automobile Association (AAA) or its divisions or affiliates is required as a prerequisite to obtaining and renewing this policy.

### AUTHORIZATION TO EXAMINE DRIVING RECORD

By accepting this policy or any renewal of it, **you** authorize **us** or the Attorney-in-Fact, as **your** agent, to obtain the driving records of **you** or any operator.

### BANKRUPTCY

The bankruptcy or insolvency of an insured does not relieve **us** of any obligations **we** have under this policy.

### CHANGES AND LIBERALIZATION

This policy may not be changed unless **we** authorize and agree upon the change. **We** will mail or deliver a

written endorsement reflecting the change. Mailing or delivery by **us** to the named insured in the declarations page at the last address on record shall be proof of endorsement or notice.

If **we** broaden coverages during the policy period without charge, this policy will automatically provide those coverages as of the date **we** implement them.

### **MISREPRESENTATION OR FRAUD**

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.

### **NO DOUBLE RECOVERY**

When a **person** has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that **person** in trust for **us** and reimbursed to **us** to the extent of **our** payment.

### **OUR RIGHT TO RECOVER PAYMENT**

1. If **we** make a payment under this policy and the **person** to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That **person** shall do:
  - a. whatever is necessary to enable **us** to exercise **our** rights; and
  - b. nothing after loss to prejudice **our** rights.

2. If **we** make a payment under this policy and the **person** to or for whom payment is made recovers damages from another, that **person** shall:
  - a. hold in trust for **us** the proceeds of the recovery; and
  - b. reimburse **us** to the extent of **our** payment.

#### **POLICY PERIOD AND TERRITORY**

This policy applies to accidents and losses that occur during the policy period shown in the declarations page, and within:

1. the United States of America, its territories and possessions; and
2. Canada;

or between parts thereof.

#### **STATEMENTS IN THE APPLICATION FOR INSURANCE**

By accepting this policy, **you** agree:

1. The facts stated in the application for insurance and in the declarations page are correct and accurate. **We** have issued the policy in reliance upon the truth of **your** statements.
2. This policy contains all the agreements between **you** and **us**.
3. To notify **us** promptly of any change to the facts affecting this insurance, including but not limited to:
  - a. any change in **autos**, **auto use**, regular **auto** operators, principal garaging location or the marital status of any regular operator; and
  - b. the suspension or revocation of the driver's license of **you** or any other operator who either resides in **your** household or customarily operates any **auto** insured under this policy.

## SUBROGATION

When **we** pay for a loss, any rights of recovery any insured has against a **person** or organization legally liable for the loss become **ours** up to the amount **we** have paid. Any insured must protect these rights and help **us** enforce them.

## SUIT AGAINST US

**We** may not be sued unless all terms of this policy have been fully complied with. In addition, legal action may not be brought against **us**:

1. Under PART I, until an **insured's** obligation to pay is finally determined by:
  - a. judgment against the **insured** after actual trial; or
  - b. written agreement of the **insured**, the claimant and **us**.
2. Under PARTS II and III, until 30 days after written proof of loss is filed and the amount of loss is determined.

No one has the right to bring **us** into a suit to determine the liability of an insured.

## TERMINATION

1. Cancellation by **You**

**You** may cancel by:

- a. returning this policy to **us**; or
- b. giving **us** advance notice of the date cancellation is to take effect.

2. Cancellation by **Us**

**We** may cancel by mailing to **you** at the last address known by **us**:

- a. at least 10 days notice:
  - (1) if cancellation is for nonpayment of premium; or
  - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or

- b. at least 30 days notice in all other cases.

After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **we** will cancel only:

- a. For nonpayment of premium.
- b. If the policy was obtained through a material misrepresentation.
- c. If **you** or any **household member** violate any of the terms and conditions of the policy.
- d. If **you** fail to disclose fully **your** motor vehicle accidents and moving traffic violations for the preceding 36 months if called for in the application.
- e. If **you** fail to disclose in **your** written application or in response to inquiry by **your** broker, or by the insurer or its agent, information necessary for the acceptance or proper rating of the risk.
- f. If **you** or any **household member** made a false or fraudulent claim or knowingly aided or abetted another in the presentation of such a claim.
- g. For failure to maintain a valid membership in the American Automobile Association (AAA) or its divisions or affiliates as required as a prerequisite to obtaining and renewing this policy.
- h. If **you** or any **household member** or any operator who customarily operates an **auto** insured under such policy:
  - (1) Has within the 36 months prior to the notice of cancellation had **your** or their driver's license under suspension or revocation.
  - (2) Is, or becomes, subject to epilepsy or heart attacks, and such individual does not produce a certificate from a physician testifying to **your** or their unqualified ability to operate a motor vehicle safely.
  - (3) Has an accident record, conviction record (criminal or traffic), physical, mental or other condition which is such that **your** or their operation of an **auto** might endanger the public safety.

- (4) Has within the 36 months prior to the notice of cancellation been addicted to the **use** of narcotics or other drugs.
- (5) **Uses** alcoholic beverage to excess.
- (6) Has been convicted or forfeited bail during the 36 months immediately preceding the notice of cancellations for:
- (a) any felony,
  - (b) criminal negligence resulting in death, homicide or assault arising out of the operation of a motor vehicle,
  - (c) operating a motor vehicle while in an intoxicated condition or while under the influence of drugs,
  - (d) being intoxicated while in, or about an **auto** or while having custody of an **auto**,
  - (e) leaving the scene of an **auto accident** without stopping to report,
  - (f) theft or unlawful taking of a motor vehicle, or
  - (g) making false statements in an application for a driver's license.
- (7) Has been convicted of or forfeited bail for three or more violations, within the 36 months immediately preceding the notice of cancellation, of any law, ordinance or regulation limiting the speed of motor vehicle laws of any state, violation of which constitutes a misdemeanor, whether or not the violations were repetitions of the same offense or different offenses.
- i. If the insured **auto** is:
- (1) So mechanically defective that its operation might endanger public safety.
  - (2) **Used** in carrying passengers for hire or compensation; provided, however, that the **use** of an **auto** for a car pool shall not be considered **use** of an **auto** for hire or compensation.
  - (3) **Used** in **business** of transportation of flammables or explosives.
  - (4) An authorized emergency vehicle.

- (5) Changed in shape or condition during the policy period so as to increase the risk substantially.
- (6) Subject to an inspection law and has not been inspected or, if inspected, has failed to qualify.

3. Nonrenewal by **You**

If **we** offer to renew or continue and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.

If **you** obtain other insurance on **your insured auto**, any similar insurance provided by this policy will terminate as to that **auto** on the effective date of the other insurance.

4. Nonrenewal by **Us**

If **we** decide not to renew or continue this policy, **we** will mail notice to **you** at the last address known by **us**. Notice will be mailed at least 30 days before the end of the policy period.

5. Method of Mailing Notice

Proof of mailing of any notice shall be sufficient proof of notice.

6. Premium Refund

- a. 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.
- b. 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.

- c. If **we** cancel, the refund will be calculated on a pro rata basis.
- d. The effective date of cancellation stated in the notice shall become the end of the policy period.

#### **TERMS OF POLICY CONFORMED TO STATUTE**

Terms of this policy which are in conflict with the statutes of the State of Alabama are hereby amended to conform to such statutes.

#### **TRANSFER OR ASSIGNMENT**

1. This policy or any interests in it may not be assigned without **our** written permission.
2. If **you** should die, **your** interests in this policy will transfer to **your** legal representative while acting within the scope of his or her duties. Until such appointment, any **person** having proper temporary custody of **your insured auto** will be covered as an insured under the policy, contingent upon payment of the premium.

Coverage under this provision will only be provided until the end of the policy period during which the death occurred. However, if the death occurred after **we** offered to renew this policy, **we** will continue coverage until the end of the policy period for which **we** offered renewal, contingent upon payment of the premium.

3. This policy does not apply to any **auto accident** or loss after an insured has permanently relinquished possession of **your insured auto**. **We** will, however, pay damages for which **you** are legally liable under PART I.



## TWO OR MORE *AUTO* POLICIES

If this policy and any other **auto** insurance policy issued to **you**, or any **person** domiciled in **your** household, by the Automobile Club Inter-Insurance Exchange and/or Auto Club Family Insurance Company, apply to the same **auto accident**, the maximum limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

## YOUR PREMIUM

**You** agree to pay:

1. the premium stated in the declarations page for the policy period, and
2. any additional premium resulting during the policy period from:
  - a. the correction or completion of;
  - b. any changes to;any information on file that affects the premium for this insurance.

If any transaction described in 2. above results in a premium decrease, a refund will:

1. be mailed to **you** if **your** premium is paid in full; or
2. applied to **your** outstanding balance.

The premium for this policy is based upon information **we** have received from **you** or other sources. **You** must inform **us** if any information regarding the following is incorrect or incomplete, or changes during the policy period, and **you** must answer questions **we** ask regarding the following:

1. **your insured auto**, or its **use**, including annual mileage;
2. the **persons** who regularly drive **your insured auto**, including any newly licensed **household members**;
3. **your** marital status; or

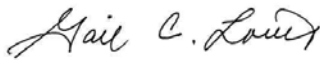
4. the location where **your insured auto** is primarily garaged.

If the above information or any other information used to determine the premium is incorrect, incomplete, changes during the policy period, or is not provided to **us** when **we** ask, then **we** may decrease or increase the premium during the policy period.

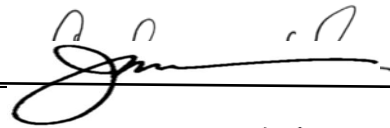
If any transaction results in a premium decrease, a refund will:

1. be mailed to **you** if **your** premium is paid in full; or
2. applied to **your** outstanding balance.

If **we** increase the premium during the policy period, then **you** must pay the amount of the increase.



Secretary



President

**SAMPLE**

Please keep **your** Declarations Certificates and Endorsements with **your** policy.

**SAMPLE**

**Form No. 138 (05/2011)**