



SAMPLE

AMENDMENTS OF POLICY PROVISIONS - MISSOURI

TO OUR POLICYHOLDER

To Our Policyholder is deleted and replaced by the following:

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 car insurance contract. This is a non-assessable policy.

If **you** have an accident or loss, no matter how slight, always report it to the Company as soon as possible. For additional information, see Part H - Duties After an Accident or Loss in this policy.

AUTOMOBILE CLUB INTER-INSURANCE EXCHANGE

DEFINITIONS

Item 4. is deleted and replaced by the following:

4. "**Non-owned auto**" means an **auto** not:

- a. owned by;
- b. registered or leased in the name of; or
- c. furnished or available for the regular use of;
you or a **family member** or an employer of **you** or a **family member**.

The use has to be within the scope of consent of the owner. A **temporary substitute auto** is not considered a **non-owned auto**.

Item e. has been added to definition 11. "**Your Covered Auto**"

- e. Any **temporary substitute auto**.

PART A - LIABILITY COVERAGE

Under Insuring Agreement, Item 2 under the definition of "**Covered person**" is deleted and replaced by the following:

2. Any **person** other than those identified in paragraph 1 using **your covered auto** with **your** permission. The limits of liability for this **person** shall be equal to minimum limits of liability required by Section 303.190 of the Revised Statutes of Missouri, which are \$25,000 per person, \$50,000 per occurrence, and \$10,000 for property damage.

Under Supplementary Payments, Item 3 is deleted and replaced by the following:

3. Interest on damages owed by the **covered person** due to a judgment and accruing:
 - a. after the judgment, and until **we** pay, offer or deposit in court, but only on the amount due under this coverage; or
 - b. before the judgment, where owed by law, and until **we** pay, offer or deposit in court the amount due under this coverage, but only on that part of the judgment **we** pay.

Under Supplementary Payments, Item 4 is deleted in its entirety.

Under Supplementary Payments, Item 5 is deleted and replaced by the following:

5. Loss of net earnings, but not other income, because of attendance at hearings or trials at **our** request.

Under Supplementary Payments, the first paragraph of Item 7 is deleted and replaced by the following:

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 covered 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.

Item 6 under Exclusions is deleted and replaced by the following:

6. While employed or otherwise engaged in the business or occupation of:
- a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. However, any **person** engaged in these activities is still entitled to liability coverage in an amount up to the amount required as minimum liability coverage under Missouri law.

This exclusion does not apply to ownership, maintenance or use of **your covered auto** by:

- a. **you**;
- b. any **family member**; or
- c. any partner, agent or employee of **you** or any **family member**.

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

10. For the liability imposed for **punitive damages**, and/or attorney's fees, and/or exemplary damages, and/or damages for aggravating circumstances as described in the Wrongful Death Statute. **Punitive Damages** are amounts of money awarded or imposed to punish or to make an example of a wrongdoer.

Under Limit of Liability, the first paragraph is deleted and replaced by the following:

The limit of liability shown in the Declarations for "each **person**" for **Bodily Injury** Liability is **our** maximum limit of liability for all damages, including damages for care, consortium, loss of services and negligent entrustment, arising out of and due to **bodily injury** to any one **person**, in any one **auto** accident. The limit of liability shown in the Declarations for "each accident" for **Bodily Injury** Liability is **our** maximum limit of liability for all damages, including damages for care, consortium, loss of services and negligent entrustment, arising out of and due to **bodily injury** to any number of **persons**, resulting from any one **auto** accident.

The following paragraph is added under Limit of Liability:

Regardless of the limits of liability shown on 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 **family member**, will be equal to the minimum limits of liability required by Section 303.190 of the Revised Statutes of Missouri, which are \$25,000 per person, \$50,000 per occurrence, and \$10,000 for property damage.

The first paragraph under Other Insurance is deleted and replaced by the following:

If there is other applicable liability insurance or self-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 a vehicle **you** do not own shall be excess over any other insurance or self-insurance unless such vehicle is loaned to **you** by a **person**, firm or corporation engaged in the business of selling, repairing or servicing motor vehicles and such vehicle is used by any **covered person**:

PART B - MEDICAL PAYMENTS COVERAGE

Item 12 under Exclusions is deleted and replaced by the following:

12. Caused by any **person** driving **your covered auto** who intentionally causes a collision, or intentionally attempts to cause injury to himself, herself or others.

SAMPLE

PART C - UNINSURED MOTORISTS COVERAGE

The paragraph beginning with "However, **"uninsured motor vehicle"** does not include any vehicle or equipment:" is deleted and replaced with the following:

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

1. To which a **bodily injury** liability bond or policy applies at the time of the accident but its limit for **bodily injury** liability is less than the minimum limit for **bodily injury** liability specified by the financial responsibility law of the state in which **your covered auto** is principally garaged.
2. Owned by or furnished or available for the regular use of **you** or any **family member**.
3. Owned or operated by a self-insurer under any applicable motor vehicle law.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.
7. Which is a farm tractor or farm equipment while not on public roads.

Item 3. under Exclusions has been deleted in its entirety.

Under Limit of Liability, the first paragraph is deleted and replaced by the following:

The limit of liability shown in the Declarations for "each **person**" for Uninsured Motorists Coverage is **our** maximum limit of liability for all damages, including damages for care, consortium, loss of services and negligent entrustment, arising out of and due to **bodily injury** to any one **person**, in any one accident. The limit of liability shown in the Declarations for "each accident" for Uninsured Motorists Coverage is **our** maximum limit of liability for all damages, including damages for care, consortium, loss of services and negligent entrustment, arising out of and due to **bodily injury** to any number of **persons**, resulting from any one accident. This is the most **we** will pay regardless of the number of:

Legal Action Against Us under Part C - Uninsured Motorists Coverage is deleted in its entirety.

PART D - UNDERINSURED MOTORISTS COVERAGE

The definition of "**Covered person**" has been deleted and replaced by the following:

"Covered person" as used in this Part means **you** or any **family member**.

Under Limit of Liability, the first paragraph is deleted and replaced by the following:

The limit of liability shown in the Declarations for "each **person**" for Underinsured Motorists Coverage is **our** maximum limit of liability for all damages, including damages for care, consortium, loss of services and negligent entrustment, arising out of and due to **bodily injury** to any one **person**, in any one accident. Subject to this limit for "each **person**", the limit of liability shown in the Declarations for "each accident" for Underinsured Motorists Coverage is **our** maximum limit of liability for all damages, including damages for care, consortium, loss of services and negligent entrustment, arising out of and due to **bodily injury** to any number of **persons**, resulting from any one accident. This is the most **we** will pay regardless of the number of:

Under Other Insurance, the first sentence is deleted and replaced by the following:

If there is other applicable Underinsured Motorists Coverage, **we** will pay only **our** share of the loss.

Legal Action Against Us under Part D - Underinsured Motorists Coverage is deleted in its entirety.

PART E - COVERAGE FOR DAMAGE TO YOUR AUTO

The **Clothes and Luggage** section is deleted and replaced by the following:

We will pay for loss to clothes and luggage owned by **you** or a **family member**. These items have to be in or on **your covered auto** or **non-owned auto**. The loss has to be caused by fire, lightning, flood, falling objects, explosion or earthquake; or theft of the entire **auto**; or by **collision**.

We will pay up to \$300 for loss to clothes and luggage after the applicable deductible shown in the Declarations. \$300 is the most **we** will pay in any one occurrence even though more than one **person** has a loss. This coverage is excess over any other coverage.

SAMPLE**PART H- DUTIES AFTER AN ACCIDENT OR LOSS**

Item 6 under **General Duties** has been deleted and replaced by the following:

6. Submit, as often as **we** reasonably require, to examinations(s) under oath while not in the presence of
 - a. any other insured **person**; or
 - b. anyone whose presence is not reasonably required for accessibility or communication, except legal counsel;

and sign the transcript of the examination(s).

Item 7 under **General Duties** has been added as follows:

7. Fully cooperate with legal counsel including, but not limited to, attending hearings, trials and depositions; preparing and signing discovery materials; and testifying as required.

PART I - GENERAL PROVISIONS

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

This policy shall provide no coverage and shall be void if **you** or any **insured person** or anyone acting on **your** behalf has concealed or misrepresented any material fact, or in any case of 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. However, the foregoing does not apply to claims involving Part A and Part C coverages once a loss has occurred, if this policy has been certified as proof of financial responsibility.

Termination

Nonrenewal is deleted and replaced by the following:


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.

Other Termination Provisions is deleted and replaced by the following:

1. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, **you** may either be entitled to a refund, or **you** may owe additional premium. If **you** are entitled to a refund, **we** will send it to **you**. However, making or offering to make a refund is not a condition of cancellation.
3. If **you** cancel, the premium due to **us** or refund due to **you** will be calculated on a short rate method, and not on a pro-rata basis. The 1970 RONOCO 6 and 12 Month Calculator Wheel (Code 27006) short rate cancel method will be used to calculate the short rate cancellation premium **we** charge. This is a daily, accelerated method of calculating short rate earned premium on policy cancellation requests. If **we** cancel, the refund will be calculated on a pro-rata basis.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

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


Secretary


President