



Effective Date: 06/04/2022
Named Insured:
Policy Number:

SUBSCRIBER AGREEMENT AND POWER OF ATTORNEY

Each Subscriber agrees to the terms and conditions of this Subscriber Agreement ("Agreement") for, and in consideration of, similar agreements executed or to be executed by other Subscribers and the benefits of the exchange of such agreements:

(1) The undersigned subscribes for membership (a "Subscriber") in CSAA Insurance Exchange ("Exchange") and agrees with the Exchange, and with other Subscribers, through their Attorney-in-Fact ("Attorney"), to exchange contracts of insurance or reinsurance with all other Subscribers in a format, and containing terms and conditions as are, approved by the Exchange's Board of Directors ("Board").

(2) CSAA Insurance Services, Inc. shall be appointed the Attorney of the Subscriber, as provided for in Division One, Part Two, Chapter Three of the Insurance Code of the State of California relating to Reciprocal Insurers, with full powers of substitution and revocation.

(3) Subscriber grants **Power of Attorney** to Attorney as follows:

"WHEREAS, at Walnut Creek, California, an office is conducted under the name of CSAA INSURANCE EXCHANGE (Exchange), where certain persons, firms and corporations may exchange indemnity against loss or damage as provided in those provisions of the Insurance Code of the State of California relating to reciprocal insurers.

NOW, THEREFORE, the undermentioned Subscriber, hereby constitutes and appoints CSAA INSURANCE SERVICES, INC. as the Subscriber's attorney, with full powers of substitution and revocation, and authorizes it, to represent the Subscriber from the date hereof until this Power of Attorney is revoked, for the following purposes: To exchange with other Subscribers in the Exchange, indemnity and insurance, to the extent herein or hereafter applied for and described, against loss or damage in accordance with those provisions of the Insurance Code of the State of California relating to reciprocal insurers, and to subscribe and deliver all necessary contracts and to perform every act that the Subscriber could do in relation to any such contract for the exchange of such indemnity.

It is understood that this Power of Attorney shall be exercised in conformity with and subject to the Rules and Regulations of said Exchange, which Rules and Regulations are hereby assented to and approved by this Subscriber, said Rules and Regulations and all modifications thereof to be at all times on file in the office of said Exchange."

Subscriber may obtain a copy of the Rules and Regulations of the Exchange (the "Rules and Regulations") upon written request to the Exchange or on the Charter Documents page of Exchange's website at www.csaa-insurance.aaa.com.

(4) Subscriber further delegates to the Board all necessary and proper powers to conduct, manage, and control the affairs and business of the Exchange, subject to those retained by law or through the Rules and Regulations, or as they may be further amended, including, without limitation, the authority to negotiate and to execute any Management Agreement that may be entered into by and between the Exchange and the Attorney on behalf of the Subscriber, including, but not limited to, any compensation that may be paid to the Attorney by the Subscriber, Subscribers or Exchange.

(5) The Board is comprised of subscribers or individuals who serve as agents of the Subscriber in accordance with Section 1310 of the California Insurance Code. Election of Board members is prescribed in Section 2 of the Rules and Regulations, which the Board may amend from time to time pursuant to the terms thereof. Except as otherwise required by applicable law or the Rules and Regulations, Subscriber does not have voting rights with respect to electing Board members or other affairs of the Exchange.

(6) Subscribership begins with the commencement of the policy period of an insurance policy issued by the Exchange to the Subscriber and all of the Subscriber's family members who may be insured under such policy, and terminates when Subscriber is no longer insured under any policy issued by the Exchange. The signature of the Subscriber, below, binds all persons insured under such insurance policy to the terms of this Agreement. This Agreement applies to any policy that may be purchased by Subscriber from the Exchange now or in the future and it applies to any endorsements to or any renewals, amendments, or modifications of any such policies. Should a policy be re-written, this Agreement also applies to the replacement policy issued to the Subscriber without need for another execution of the Agreement.

(7) Notwithstanding anything in this Agreement to the contrary, the Board may appoint any individual, partnership, corporation or other legal entity to become a successor to the Attorney with all of the powers and duties stated in this Agreement and the Power of Attorney. All references to "Attorney" shall then be deemed to include such successor Attorney-in-Fact.

(8) The principal offices of the Exchange and the Attorney shall be maintained at Walnut Creek, California or at such other place approved by the Board.

(9) This Agreement shall be governed by and interpreted according to the laws of the State of California without regard to conflicts of law principles. All Subscriber Agreements shall be binding upon all Subscribers and the provisions of any Subscriber Agreements in use at any one time shall not materially differ. Wherever the word "Subscriber" is used, it refers to all members of the Exchange, including the Subscriber who has signed this document.

Subscribed to and effective this _____ day of _____, 20 _____.

SUBSCRIBER SIGNATURE

PRINT NAME

