

NORTH CAROLINA RATE BUREAU

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January 28, 1999

CIRCULAR LETTER TO ALL MEMBER COMPANIES

**Re: NC 03 23 (Ed. 1-99)
Miscellaneous Type Vehicle Endorsement**

The Commissioner of Insurance has approved a revised Endorsement NC 03 23 (Ed. 1-99) - Miscellaneous Type Vehicle filed on behalf of the member companies of this Rate Bureau and on behalf of the North Carolina Reinsurance Facility.

Enclosed is a copy of revised Endorsement NC 03 23 (Ed. 1-99) which is designed to replace Endorsement NC 03 23 (Ed. 2-98). Also enclosed is a **A**marked@ copy of revised Endorsement NC 03 23 which shows the changes that have been made in the Endorsement. Revised Endorsement NC 03 23 has been amended to eliminate the **A**waiver of collision deductible@ provision under Section IV of the Endorsement. A similar provision was eliminated from the Insuring Agreement under Part D - Coverage For Damage To Your Auto under the Personal Auto Policy by implementation of Amendatory Endorsement NC 00 12 (Ed. 6-98). For additional information regarding that change, please refer to our Circular Letter to All Member Companies A-98-6 dated September 24, 1998.

These changes become effective April 1, 1999 in accordance with the following Rule of Application:

These changes are applicable to all policies written on and after April 1, 1999.

Please see to it that this circular letter is brought to the attention of all interested personnel in your Company.

Very truly yours,

John W. Watkins
General Manager

JWW:lg

Enclosure

Matter underlined is new; matter ~~struck thru~~ is deleted

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS NC 03 23

TYPE VEHICLE (Ed. ~~2-98~~ 1-99)

ENDORSEMENT

SCHEDULE

Description and Type of Vehicle	Passenger Hazard Excluded	
	Yes ~	No ~
1.	Yes ~	No ~
2.	Yes ~	No ~
3.	Yes ~	No ~

Coverages	Limit of Liability	Premium		
		Auto 1	Auto 2	Auto 3
Liability	Bodily Injury			
	\$ _____ Each Person	\$ _____	\$ _____	\$ _____
	\$ _____ Each Accident			
	Property Damage	\$ _____	\$ _____	\$ _____
	\$ _____ Each Accident			
Medical Payments	\$ _____ Each Person	\$ _____	\$ _____	\$ _____
Uninsured Motorists	Bodily Injury			
	\$ _____ Each Person	\$ _____	\$ _____	\$ _____
	\$ _____ Each Accident			
	Property Damage	\$ _____	\$ _____	\$ _____
	\$ _____ Each Accident			
	Bodily Injury			

Combined Uninsured and	\$ _____ Each Person	\$ _____	\$ _____	\$ _____
Underinsured Motorists	\$ _____ Each Accident			
	Property Damage	\$ _____	\$ _____	\$ _____
	\$ _____ Each Accident			
Damage to your Auto				
Collision Loss	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____	\$ _____
Other Than				
Collision Loss	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____	\$ _____

With respect to the **miscellaneous type vehicles** and coverages described in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

I. DEFINITIONS

The Definitions Section is amended as follows:

A. For the purpose of the coverage provided by this endorsement **miscellaneous type vehicles** means:

1. A motorcycle, golfcart or other similar type vehicle.
2. A private passenger auto owned jointly by two or more individuals other than husband and wife.
3. A private passenger auto not owned by a natural person and not rated as part of a fleet.

B. The definition of **your covered auto** is replaced by the following:

Your covered auto means:

1. Any **miscellaneous type vehicle** shown in the Schedule or in the Declarations.
2. A **newly acquired auto**
3. Any **trailer**.
4. Any **miscellaneous type vehicle** or auto you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.

C. The first paragraph of the definition of **newly acquired auto** is replaced by the following:

Newly acquired auto means any of the following types of vehicles you become the owner of during the policy period:

- a. a private passenger auto or station wagon type;
- b. a pickup or van that:
 - (1) has a Gross Vehicle Weight as specified by the manufacturer of less than 10,000 lbs.; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - (b) for farming or ranching.
- c. any **miscellaneous type vehicle** of the same type shown in the Schedule or in the Declarations.

II. LIABILITY COVERAGE

Part A is amended as follows:

A. The definition of **insured** is replaced by the following:

Insured means:

1. You or any **family member** for the ownership, maintenance or use of **your covered auto**.
2. Any person using **your covered auto**.
3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

B. The Exclusions Section is amended as follows:

The following exclusion applies under Part A to any vehicle for which the Schedule or Declarations indicates that the passenger hazard is excluded:

We do not provide Liability Coverage for any **insured** for **bodily injury** while **occupying** the described **miscellaneous type vehicle**.

III. MEDICAL PAYMENTS COVERAGE

Part B, Medical Payments Coverage, is amended as follows:

If **your covered auto** is a motorcycle and the Declarations of this policy indicate Medical Payments Coverage is in effect for it, Part B, Exclusion 11. does not apply.

IV. COVERAGE FOR DAMAGE TO YOUR AUTO

The Insuring Agreement of Part D is replaced by the following:

We will pay for direct and accidental loss to **your covered auto** including its equipment. Our payment will be reduced by any deductible shown in the Declarations or Schedule. ~~The deductible will not apply to a loss caused by a collision with another auto insured by us.~~ However, we will pay for loss caused by **collision** only for the Declarations or Schedule indicate that Collision Coverage is provided.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS NC 03 23

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1.	Yes ~	No ~
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Coverages	Limit of Liability	Premium		
		Auto 1	Auto 2	Auto 3
Liability	Bodily Injury			
	\$ _____ Each Person	\$ _____	\$ _____	\$ _____
	\$ _____ Each Accident			
	Property Damage	\$ _____	\$ _____	\$ _____
	\$ _____ Each Accident			
Medical Payments	\$ _____ Each Person	\$ _____	\$ _____	\$ _____
Uninsured Motorists	Bodily Injury			
	\$ _____ Each Person	\$ _____	\$ _____	\$ _____
	\$ _____ Each Accident			
	Property Damage	\$ _____	\$ _____	\$ _____
	\$ _____ Each Accident			

Combined Uninsured and Underinsured Motorists	Bodily Injury			
	\$ _____ Each Person	\$ _____	\$ _____	\$ _____
	\$ _____ Each Accident			
	Property Damage	\$ _____	\$ _____	\$ _____
	\$ _____ Each Accident			
Damage to your Auto				
Collision Loss	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____	\$ _____
Other Than	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____	\$ _____
Collision Loss				

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1. A motorcycle, golfcart or other similar type vehicle.
2. A private passenger auto owned jointly by two or more individuals other than husband and wife.
3. A private passenger auto not owned by a natural person and not rated as part of a fleet.

B. The definition of **your covered auto** is replaced by the following:

Your covered auto means:

1. Any **miscellaneous type vehicle** shown in the Schedule or in the Declarations.
2. A **newly acquired auto**
3. Any **trailer**.
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 - a. breakdown;
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Part A is amended as follows:

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2. Any person using **your covered auto**.

3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

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The following exclusion applies under Part A to any vehicle for which the Schedule or Declarations indicates that the passenger hazard is excluded:

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