

January 14, 2025

CIRCULAR LETTER TO ALL MEMBER COMPANIES

Re: Revised Personal Auto Premium Rates, Rules, and Forms for Combined Uninsured and Underinsured Motorist Coverages due to S.L. 2023-133 and S.L. 2024-29

Summary:

- **Important changes to the Personal Auto Policy forms and rules in North Carolina**
- **Revisions to the Combined Uninsured and Underinsured Motorist Coverages Premium Rates for policies becoming effective on or after 7/1/2025**
- **Underinsured Motorist Coverage is mandatory on all personal auto policies becoming effective on or after 7/1/2025**
- **Required by legislative changes contained in S.L. 2023-133 and S.L. 2024-29**
- **Please forward this notice to all interested parties within your organization**

By Circular Letter to all member companies RF-24-12, dated July 22, 2024, the North Carolina Reinsurance Facility communicated the enactment of Session Law 2024-29 (former S.B. 319), which included technical corrections to certain provisions of Session Law 2023-133 (former S.B. 452) and moved the effective date of provisions pertaining to auto insurance from January 1, 2025, to July 1, 2025.

Also, by Circular Letter to all member companies RF-24-8, dated May 21, 2024, the Facility distributed revised Personal Auto Policy Clean Risks and Other Than Clean Risks liability base rates and increased limit factors. These revisions were necessitated by that portion of Part XII of S.L. 2023-133 that increases what are commonly referred to as the automobile insurance minimum liability limits under the Financial Responsibility Act from 30/60/25 to 50/100/50. Pursuant to S.L. 2024-29, these changes will go into effect on July 1, 2025, and apply to policies issued or renewed on or after that date.

Also, in Circular Letter RF-24-12, it was noted that there were additional outstanding filings with the Commissioner of Insurance (Commissioner) pertaining to S.L. 2023-133. Since that time, revised premium rates for Combined Uninsured and Underinsured Motorist coverages have been approved by the Commissioner.

Considering S.L. 2023-133 together with S.L. 2024-29, Underinsured Motorist Coverage, in its revised form, will be mandatory on all automobile liability insurance policies, including minimum limits policies. As a practical matter, that means that every automobile liability policy covering nonfleet private passenger autos will include Combined Uninsured/Underinsured Motorists Coverage.

In addition to the revised premium rates, the Commissioner has approved the revised Personal Auto Manual rules and revised forms pertaining to uninsured motorist and underinsured motorist coverages in response to S.L. 2023-133 and S.L. 2024-29. Note that the forms revisions include changes to the arbitration provision contained in Part C2 - Combined Uninsured/Underinsured Motorists Coverage.

The following rules and forms are being revised and are attached to this Circular:

- Rule 13. Suspension
- Rule 14. Miscellaneous Coverages
- Rule 16. Named Non-Owner Policy
- Rule 19. Miscellaneous Types
- NC 00 13 10 23, Amendatory Endorsement
- NC 01 90 10 23, Notice of Cancellation or Refusal to Renew (North Carolina)
- NC 02 01 06 05, Suspension of Insurance
- NC 03 20 06 05, Snowmobile Endorsement
- NC 03 22 01 14, Named Non-Owner Coverage
- NC 03 23 05 08, Miscellaneous Type Vehicle Endorsement
- NC 03 24 10 21, Low Speed Vehicle and Modified Utility Vehicle Endorsement
- NC 03 38 06 21, Delivery Coverage
- NC 03 40 02 10, Notice of Right to Purchase Higher Limits of UM/UIM

The Rate Bureau is withdrawing NC 03 80 01 98, Alternative Economic Loss Coverage – North Carolina. Pursuant to S.L. 2024-29, these revisions are to become effective in accordance with the following Rule of Application:

These changes are applicable to all policies becoming effective on or after July 1, 2025. No policy effective prior to July 1, 2025, shall be endorsed or cancelled and rewritten to take advantage of or to avoid the application of these changes except at the request of the insured and at the customary short rate charges as of the date of such request, but in no event prior to July 1, 2025.

The attached exhibits are intended to enable you to implement the approved revisions in accordance with the above Rule of Application. Reprinted manual pages will be distributed in the usual manner as soon as possible.

Please note that there are other pending revisions resulting from the above-referenced legislation, namely the expansion of the surcharge period for certain SDIP point assignments to five years and the potential expansion of the surcharge period for inexperienced operators to up to 8 years. The Facility Board will address these topics after receiving a recommendation from the Auto Committee in early 2025. The effective date of these legislative changes likewise was moved to July 1, 2025, by S.L. 2024-29. Please note that any new surcharges beyond the current three-year period for such surcharges (i.e., years 4 and 5 for certain SDIP surcharges and years 4-8 for the inexperienced operator surcharge) will not be applicable until on or after July 1, 2028.

Please see to it that this Circular is brought to the attention of all interested personnel in your company.

Sincerely,

Andy Montano

Automobile Manager

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Attachments

RF-25-2

13. SUSPENSION

- D. If collision or liability coverages are suspended on all owned autos, coverage for which separate premiums apply – including Combined Uninsured ~~Motorists Coverage~~, Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages, auto death indemnity, total disability, and specific disability benefits coverage, medical payments coverage, non-owned auto or extended liability coverage provided under the use of other autos provisions – may be continued in force without premium adjustment for these coverages.

The remainder of the rule is unchanged.

14. MISCELLANEOUS COVERAGES

A. Uninsured Motorists Coverage ONLY

1. Owners — (Class Code — Refer to Statistical Plan)

Bodily Injury and Property Damage Uninsured Motorists Coverage shall be afforded under every auto liability policy insuring the owner of a motor vehicle registered or principally garaged in North Carolina.

Exceptions

This coverage shall not apply when a named insured has purchased a policy with Bodily Injury Liability Coverage limits greater than \$30,000/\$60,000.

Uninsured Motorist Coverage Only is available only if the insured has purchased Bodily Injury Liability limits of \$30,000/\$60,000. The limits of Uninsured Motorist Bodily Injury Coverage shall be \$30,000/\$60,000 unless the insured purchases a higher limit of Uninsured Motorist Bodily Injury Coverage but in no event shall an insurer be required to sell Uninsured Motorists Bodily Injury Coverage at limits that exceed \$1,000,000/\$1,000,000. The limit of Uninsured Motorist Property Damage Coverage shall equal the highest limit of liability for Property Damage Liability Coverage for any one vehicle insured under the policy, provided, however, that (1) the limits shall not be required to exceed \$1,000,000 regardless of whether the highest limits of property damage liability coverage for any one vehicle insured under the policy exceed these limits and (2) a named insured may purchase lesser limits of Uninsured Motorist Property Damage Coverage but not less than the property damage liability limits required by North Carolina's financial responsibility law.

Each time a policy is issued or renewed, the insurer shall notify the named insured as provided in section C. of this Rule.

a. Rates

The per policy rates for Uninsured Motorists Coverage are as follows:

	B.I.-UM Coverage	
	Single-Vehicle* Policy	Multi-Vehicle* Policy
\$ 30/60	\$ 20	\$ 49
50/100	21	52
100/200	24	59
100/300	26	64
300/300	32	79
250/500	33	82
500/500	34	84
500/1,000	38	94
1,000/1,000	40	99

	P.D.-UM Coverage	
	Single-Vehicle* Policy	Multi-Vehicle* Policy
\$ 25,000	\$ 2	\$ 5
50,000	3	7
100,000	4	10
250,000	6	15
500,000	8	20
750,000	10	25
1,000,000	11	27

For limits other than those shown, charge the premium for the next higher limit.

* For the purposes of this rule, the term vehicle includes a private passenger auto, low speed vehicle, modified utility vehicle, motorcycle, golf cart or other miscellaneous type vehicle.

* These rates are not subject to modification under the provisions of any rating plan or other manual rule.

b. Additional Persons

Bodily Injury Uninsured Motorists Coverage Only may be extended to an executive officer, partner or employee of the named insured provided such additional person does not own an auto.

The charge for each additional person shall be the single car policy rate shown above.

2. Non-Owners — (Class Code 990000)

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- a. A Named Non-Owner Liability Policy may be extended to provide Uninsured Motorists Coverage. The annual charge per policy shall be the single-car policy rate shown above for the limits of coverage selected.
 - b. Bodily Injury Uninsured Motorists Coverage Only may be afforded to any person who does not own an auto and who is not otherwise afforded Uninsured Motorists Coverage.
- Such coverage shall be written for a period of one year or three years. The charge for each person covered shall be the minimum limits single-car policy rate multiplied by the following factor:

Policy Term	Factor
One Year	3.50
Three Years	5.50

AB. Combined Uninsured/Underinsured Motorists Bodily Injury Coverage And Uninsured Motorists Property Damage Coverage

1. Owners – (Class Code – Refer to Statistical Plan)

- a. Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage shall be afforded under every auto liability policy insuring the owner of a motor vehicle registered or principally garaged in North Carolina.

Note/Exceptions

This coverage shall not apply when a named insured has purchased a policy with Bodily Injury Liability Coverage limits not greater than \$30,000/\$60,000.

- (1) The limits of Combined Uninsured/Underinsured Motorist Bodily Injury Coverage shall equal the highest limits of liability for Bodily Injury Liability Coverage for any one vehicle insured under the policy provided, however, that:
 - (1a) ~~†~~The limits shall not be required to exceed \$1,000,000/\$1,000,000 regardless of whether the highest limits of bodily injury liability coverage for any one vehicle insured under the policy exceed those limits; and
 - (2b) ~~a~~A named insured may purchase greater or lesser limits, except that the limits must exceed but not less than the bodily injury liability limits required by North Carolina's financial responsibility law, and in no event shall an insurer be required to sell combined uninsured/underinsured motorist bodily injury coverage at limits that exceed \$1,000,000/\$1,000,000; and
 - (3c) ~~†~~The limits shall be equal to the limits for uninsured motorist bodily injury coverage and underinsured motorist bodily injury coverage shall be equal-purchased.

- (2) The limit of Uninsured Motorist Property Damage Coverage sold with Combined Uninsured/Underinsured Motorist Bodily Injury Coverage, shall equal the highest limit of liability for Property Damage Liability Coverage for any one vehicle insured under the policy, provided, however, that:
 - (1a) ~~†~~The limits shall not be required to exceed \$1,000,000 regardless of whether the highest limits of property damage liability coverage for any one vehicle insured under the policy exceed those limits; and
 - (2b) ~~a~~A named insured may purchase lesser limits of Uninsured Motorist Property Damage Coverage but not less than the property damage liability limits required by North Carolina's financial responsibility law.

- (3) Each time a policy is issued or renewed, the insurer shall notify the named insured as provided in section Rule C14.A.3. of this Rule.

2b. Rates

The per policy rates for Combined Uninsured/Underinsured Motorists Bodily Injury Coverage are as follows:

B.I. UM/UIM Coverage		
	Single Vehicle* Policy	Multi-Vehicle* Policy
\$ 50/100	\$ 3355	\$ 82136
100/200	6084	148207
100/300	7587	185215
250/500	142	351
300/300	403150	254371
250/500	422	302
500/500	467175	413432
500/1,000	489181	467447
1,000/1,000	214226	524558

The per policy rates for Uninsured Motorist Property Damage Coverage sold with Combined Uninsured/Underinsured Motorist Bodily Injury Coverage are as follows:

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P.D. UM/UIM Coverage		
	Single Vehicle* Policy	Multi-Vehicle* Policy
\$ 25,000	\$ 2	\$ 5
50,000	3	7
100,000	4	10
250,000	6	15
500,000	8	20
750,000	10	25
1,000,000	11	27

For limits other than those shown, charge the premium for the next higher limit.

- * For the purposes of this rule, the term vehicle includes a private passenger auto, low speed vehicle, modified utility vehicle, motorcycle, golf cart or other miscellaneous type vehicle.

These total rates are not subject to modification under the provisions of any rating plan or other manual rule.

c. Additional Persons

Combined Uninsured/Underinsured Motorists Bodily Injury Coverage may be extended to an executive officer, partner or employee of the named insured provided such additional person does not own an auto.
The charge for each additional person shall be the single car policy rate shown above.

2. Non-Owners – (Class Code 990000)

a. A Named Non-Owner Liability Policy may be extended to provide Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage. The annual charge per policy shall be the single car policy rate shown above for the limits of coverage selected.

b. Combined Uninsured/Underinsured Motorists Bodily Injury Coverage may be afforded to any person who does not own an auto and who is not otherwise afforded Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage.

Such coverage shall be written for a period of one year or three years. The charge for each person covered shall be the minimum limits single car policy rate multiplied by the following factor:

Policy Term	Factor
One Year	3.50
Three Years	5.50

G3. Notice

Every insurer that sells motor vehicle liability policies shall, when issuing and renewing a policy, give reasonable notice to the named insured of all of the following:

- 1a. The named insured is required to purchase uninsured motorist bodily injury coverage, uninsured motorist property damage coverage, and, ~~if applicable,~~ underinsured motorist bodily injury coverage.
- 2b. The named insured's uninsured motorist bodily injury coverage limits shall be equal to the highest limits of bodily injury liability coverage for any one vehicle insured under the policy unless the insured elects to purchase greater or lesser limits for uninsured motorist bodily injury coverage.
- 3c. The named insured's uninsured motorist property damage coverage limits shall be equal to the highest limits of property damage liability coverage for any one vehicle insured under the policy unless the insured elects to purchase lesser limits for uninsured motorist property damage coverage.
- 4d. The named insured's underinsured motorist bodily injury coverage limits, ~~if applicable,~~ shall be equal to the highest limits of bodily injury liability coverage for any one vehicle insured under the policy unless the insured elects to purchase greater or lesser limits for underinsured motorist bodily injury coverage.
- 5e. The named insured may purchase uninsured motorist bodily injury coverage and, ~~if applicable,~~ underinsured motorist coverage with limits up to one million dollars (\$1,000,000) per person and one million dollars (\$1,000,000) per accident.

The insurer shall be deemed to have given reasonable notice if it includes, in at least 12 point type, Form **NC 03 40 02-10** Notice Of Right To Purchase Higher Limits of UM/UIM or substantially similar language as a notice accompanying the original and renewal declarations page or if it includes, in at least 12 point type, the same language as the language in said form, or substantially similar language, on the policy's original and renewal declarations page.

DB. Deductible Insurance

1. Deductible Liability Insurance is not available for vehicles classified and rated in accordance with the rules of this Manual.

2. Collision Deductibles for Which No Premiums Are Shown

\$ 25 Deduct. (071)	- Charge 150% of the \$50 Deduct. Collision Premium
\$ 50 Deduct. (072)	- Charge 102% of the \$100 Deduct. Collision Premium
\$ 200 Deduct. (073)	- Charge 97% of the \$100 Deduct. Collision Premium
\$ 250 Deduct. (076)	- Charge 96% of the \$100 Deduct. Collision Premium
\$ 500 Deduct. (077)	- Charge 91% of the \$100 Deduct. Collision Premium
\$ 1,000 Deduct. (078)	- Charge 81% of the \$100 Deduct. Collision Premium

3. Comprehensive Deductibles for Which No Premiums Are Shown

\$ 50 Deduct. (003)	- Charge 96% of the Full Coverage Comprehensive Premium
\$ 100 Deduct. (010)	- Charge 93% of the Full Coverage Comprehensive Premium
\$ 250 Deduct. (055)	- Charge 84% of the Full Coverage Comprehensive Premium
\$ 500 Deduct. (726)	- Charge 70% of the Full Coverage Comprehensive Premium
\$ 1,000 Deduct. (727)	- Charge 58% of the Full Coverage Comprehensive Premium

4. Theft – \$50 Deductible – Charge 75% of the Full Coverage Theft Rate.

EC. Extended Transportation Expenses Coverage

1. Eligibility

Only policies providing Comprehensive Coverage may be afforded either Extended Transportation Expenses Coverage or Increased Limits Transportation Expenses Coverage.

2. Rating

The rates for this coverage are not subject to classification rating or modification by any rating plan.

Coverage	Annual Rate Per Auto
\$15/\$450 Extended Transportation Expenses Coverage (Cov. Code 704)	\$13
\$30/\$900 Increased Limits Transportation Expenses Coverage (Cov. Code 706)	\$26
\$50/\$1,500 Additional Increased Limits Transportation Expenses Coverage (Cov. Code 768)	\$42
\$75/\$2,250 Additional Increased Limits Transportation Expenses Coverage (Cov. Code 163)	\$61
\$100/\$3,000 Additional Increased Limits Transportation Expenses Coverage (Cov. Code 164)	\$79

3. Endorsement

Attach either Endorsement **NC 03 02** (which provides for only the first three available limits) or Endorsement **NC 03 14** (which provides for all available limits) to the policy.

FD. Towing and Labor Costs

1. This coverage may be written only for Private Passenger Autos.
2. The available limit and rates are:

Limit Per Disablement	Rate – Per Car, Per Year
\$ 25	\$ 3
50	6
100	9
None (subject to coverage provisions)	20

3. Attach applicable endorsement.

GE. Coverage For Damage To Your Auto – Coverage For Audio, Visual And Data Electronic Equipment

1. Coverage

Electronic equipment or devices that record, emit, amplify, receive or transmit audio, visual or data signals which are permanently installed by the vehicle's manufacturer are automatically covered under the policy without additional premium charge. Such equipment includes, but is not limited to:

- a. Radios and stereos;
- b. Tape decks;
- c. Compact disk players or recorders;
- d. Citizens band radios;
- e. Telephones;
- f. Two-way mobile radios;
- g. Scanning monitor receivers;
- h. Television monitor receivers;
- i. Video cassette players or recorders;
- j. Audio cassette players or recorders;
- k. Personal computers; or
- l. Digital videodisk players or recorders.

However, electronic equipment or devices that record, emit, amplify, receive or transmit audio, visual or data signals which are permanently installed by **other than** the vehicle's manufacturer are subject to a sublimit of \$1,000. This sublimit may be increased to any one of the limits with the premiums per auto shown in the table below. Permanently installed means installed by bolts, brackets, or welding in a location in accordance with applicable laws and regulations for the installation of such equipment or device.

Coverage is not available for loss to:

- equipment designed or used to detect or deter radar, laser, or other speed monitoring equipment whether or not permanently installed; or
- tapes, records, discs or other media.

2. Rating

The provisions of Rule 4. Classifications and Rule 5. Safe Driver Insurance Plan do not apply for this coverage.

Maximum Limit Of Liability For Electronic Equipment	Premium Per Auto
\$ 1,500	\$ 30
2,000	60
2,500	90
3,000	120
3,500	150
4,000	180
4,500	210
5,000	240

For limits in excess of \$5,000, charge an additional \$30 per \$500 of coverage.

3. Endorsement

Attach Coverage For Damage To Your Auto Customizing Equipment Coverage, Coverage For Audio, Visual And Data Electronic Equipment Endorsement **NC 03 15**, to the policy.

HE. Auto Death Indemnity Or Benefits, Specific Disability Benefits And Total Disability Benefits Rates

1. Automobile Death Indemnity or Benefit, Specific Disability Benefits and Total Disability Benefits are available to any person under a policy affording auto bodily injury liability insurance with respect to an auto classified or rated as a private passenger auto.

2. Annual rates per person insured:

a. Coverage A – Auto Death Indemnity or Benefit
(Class Code 904000)

Principal Sum	Annual Rate
\$ 5,000	\$ 2
10,000	4

b. Coverages A and B – Auto Death Indemnity or Benefit and Specific Disability Benefits
Dismemberment and Loss of Sight and Fractures and Dislocations. (Class Code 907000)

Principal Sum	Annual Rate
\$ 5,000	\$ 3
10,000	5

c. Coverage C – Total Disability Benefits – (Class Code 903000)

Weekly Indemnity	Annual Rate
\$ 25	\$ 3
35	3
50	6

d. Coverage C – Total Disability Benefits – Maximum 200 weeks.
(Class Code 905000)

Weekly Indemnity	Annual Rate
\$ 25	\$ 2
35	3
50	5

3. For the addition of one or more of the coverages to outstanding policies, charges per month, or fraction thereof, of 10% of the applicable annual rates shall be made. These charges shall be subject to a minimum total charge of \$2 per policy or endorsement, and to a maximum total charge of the total of the annual rates for the coverages afforded.

IG. Repair or Replacement Coverages

1. Five Year Coverage

a. Coverage for Damage to Your Auto can be changed from ACTUAL CASH VALUE to REPLACEMENT COST for losses caused by other than fire, theft, larceny, malicious mischief or vandalism.

b. Repair or Replacement Coverage is available:

(1) Only for autos purchased new.

(2) Only if this coverage is added within 60 days after purchase of the new auto. If the coverage is added after the date of purchase of the new auto, coverage does not become effective until the date of purchase of this coverage.

(3) Only if this coverage is maintained continuously on the auto.

(4) If the auto is not more than 5 years old. The age of the auto shall be determined by subtracting the year the endorsement was first added to the policy for that auto from the year of inception of the current annual period of the policy.

(5) Only if the collision and other than collision coverages are carried for the auto.

c. Rates

Charge 15% of the combined collision and other than collision premiums.

d. Attach Endorsement **NC 03 11**.

2. One Year Coverage

a. Coverage for Damage to Your Auto can be changed from ACTUAL CASH VALUE to REPLACEMENT COST.

b. Replacement Cost Coverage is available:

- (1) Only for autos purchased new by the policyholder or applicant with less than 150 miles on the odometer.
- (2) Only if this coverage is added within 60 days after the purchase of the new auto. If the coverage is added after the date of purchase of the new auto coverage does not become effective until the date of purchase of this coverage.
- (3) Only if this coverage is maintained continuously on the auto.
- (4) Only if collision and other than collision coverages are carried for the auto.

c. Rates

Charge 10% of the combined collision and other than collision premiums.

d. Duration of Coverage

This coverage will apply until one year from the date of purchase of the new auto or an odometer reading of 15,000 miles, whichever comes first.

e. Attach Endorsement **NC 03 12**.

JH. Coverage for Rented Vehicles

1. Insurers may offer coverage for rented vehicles with every motor vehicle policy covering a motor vehicle registered in North Carolina. Attach the Coverage for Rented Vehicles endorsement to the policy.

2. Rating

a. To add Coverage for Rented Vehicles, charge an annual premium of \$4 for personal auto liability policies which provide both comprehensive and collision coverages.

b. To add Coverage for Rented Vehicles, charge an annual premium of \$16 for personal auto liability policies which do not provide both comprehensive and collision coverages.

c. The premium for Coverage for Rented Vehicles is not subject to classification or modification by any rating plan.

3. Cancellation

If Coverage for Rented Vehicles is cancelled by the insured, the entire annual premium shall be fully earned by the company.

KI. Original Equipment Manufacturer (OEM) Parts Loss Settlement

1. Coverage

A loss settlement Original Equipment Manufacturer (OEM) Parts coverage option may be made available when physical damage coverage is afforded under a policy. The OEM parts loss settlement option is subject to the following:

a. If a repair results in the replacement of exterior sheet metal and/or exterior plastic parts, OEM parts shall be used if such parts are available.

If OEM parts are not available, non-OEM parts may be used.

b. If a repair results in the replacement of any damaged parts other than exterior sheet metal and/or exterior plastic parts, the insurer may require or specify the use of non-OEM parts.

2. Rating

Charge 5% of the otherwise applicable premium for Comprehensive and 5% of the otherwise applicable premium for Collision coverages.

3. Endorsement

Attach the Loss Settlement – Original Equipment Manufacturer Parts Endorsement to the policy.

LJ. Coverage For Damage To Your Auto – Customizing Equipment Coverage

1. Coverage

Custom furnishings or equipment are automatically covered under the policy up to \$1,000 without additional premium charge. This limit may be increased.

Custom furnishings or equipment includes, but is not limited to:

a. Special carpeting and insulation, furniture or bars;

b. Facilities for cooking and sleeping;

- c. Height extending roofs or ladders;
- d. Custom windows, murals, paintings or other decals or graphics;
- e. Tool boxes and fifth wheel conversions;
- f. Side exhausts and headers;
- g. Winches and roll bars;
- h. Special wheels/tires; or
- i. Body or suspension alterations.

Note

The optional coverage buybacks for customized furnishings or equipment that are described in 2. below do not apply to the following:

- Camper bodies (refer to Rule 19.A.); and
- Caps, covers or bedliners.

2. Rating

- a. The provisions of Rule 4. Classifications and Rule 5. Safe Driver Insurance Plan do not apply for this coverage.
- b. The \$1,000 limit for custom furnishings or equipment may be increased to any one of the limits with premiums per auto shown below.

Maximum Limit of Liability For Customizing Equipment	Premium Per Auto
\$ 2,000	\$ 70
3,000	120
4,000	170
5,000	210
6,000	240
7,000	270
8,000	300
9,000	320
10,000	340
11,000	360
12,000	380
13,000	400
14,000	420
15,000	440
16,000	460
17,000	480
18,000	500
19,000	520
20,000	540

For limits in excess of \$20,000, charge \$20 per \$1000 of coverage.

3. Endorsement

Attach Coverage For Damage To Your Auto Customizing Equipment Coverage, Coverage For Audio, Visual And Data Electronic Equipment Endorsement **NC 03 15**, to the policy.

The following section is added to this rule:

MK. Foster Child Named Driver Exclusion

1. Requirements

An insurer may, at the request of the named insured, exclude under a policy of motor vehicle insurance a specific individual from certain coverages when a motor vehicle is operated by the specifically excluded individual. The excluded driver must be a foster child and a resident of the named insured's household and must be in the custody of the named insured. In addition, the foster child must be insured under an in-force policy of automobile insurance which, at a minimum, must provide liability coverage at limits equal to or greater than the minimum limits required by G. S. 20-279.21. This policy of insurance requirement may be satisfied by purchasing a Named Non-Owner Policy or a Personal Auto Policy.

2. Additional Requirements

- a. The Foster Child Named Driver Exclusion Endorsement shall remain in effect:

- (1) For the term of the policy; and
- (2) For each renewal, reinstatement, substitute, modified, replacement or amended policy; unless discontinued by the insurer or insured.
- b. If a Foster Child Named Driver Exclusion Endorsement is attached to the policy:
 - (1) The premiums charged shall not reflect the claim experience, driving record or rating classification of the named excluded driver with respect to the excluded coverage(s).
 - (2) The named excluded driver shall not be listed as an operator of any auto covered under the policy.
- c. If a loss payee is shown in the policy and Collision Coverage or Other Than Collision Coverage is excluded under the Foster Child Named Driver Exclusion Endorsement, the loss payee shall be sent a notice indicating that the policy contains a named driver exclusion which excludes Collision Coverage or Other Than Collision Coverage.

3. Endorsement

Attach the Foster Child Named Driver Exclusion Endorsement to the policy.

NL. TRANSPORTATION NETWORK DRIVER COVERAGE – NORTH CAROLINA REINSURANCE FACILITY BUSINESS ONLY

(This Rule applies only to those policies ceded to the North Carolina Reinsurance Facility)

1. Coverage

Limited Transportation Network Driver Coverage (No Passenger) provides an option to purchase coverage for participation as a transportation network driver for the period of time from when the driver logs into a "transportation network platform" up until the driver accepts a request through the "transportation network platform" to transport a passenger.

2. Rating

a. Liability and Medical Payments Coverages

Use the TNC primary rating factor from the Primary Classification Rating Factors table instead of the otherwise applicable primary classification usage factor. All other provisions of this manual apply where applicable.

b. ~~Uninsured Motorists and Combined~~ Uninsured/Underinsured Motorists Bodily Injury Coverages and Uninsured Motorists Property Damage Coverage

Charge the otherwise applicable premium for ~~Uninsured Motorists Coverage or Combined~~ Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage. Refer to Rule 14.

3. Endorsement

Attach Endorsement **PP 55 45** – Limited Transportation Network Driver Coverage (No Passenger) Endorsement to the policy.

OM. Delivery Coverage

1. Coverage

Delivery Coverage provides an option to purchase coverage for an auto used for the delivery of food, goods, items or products, including, but not limited to, coverage for an auto used by an insured who is logged into a delivery network platform as a driver to provide delivery services.

2. Rating

a. Liability, Medical Payments, Collision and Comprehensive Coverages

Charge 25% of the otherwise applicable premium for Liability, Medical Payments, Collision and Comprehensive Coverages. All other provisions of this manual apply where applicable.

b. ~~Uninsured Motorists And Combined~~ Uninsured/Underinsured Motorists Bodily Injury Coverages and Uninsured Motorists Property Damage Coverage

Charge the otherwise applicable premium for ~~Uninsured Motorists Coverage or Combined~~ Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage. Refer to Rule 14.

3. Endorsement

Attach Endorsement **NC 03 38** – Delivery Coverage to the policy.

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16. NAMED NON-OWNER POLICY

B. Rates

2. ~~Combined Uninsured Motorists Insurance and Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage~~ Insurance
Refer to Rule 14.

The remainder of the rule is unchanged.

19. MISCELLANEOUS TYPES

B. Motorcycles, Motorscooters, Motorbikes, Mopeds And Other Similar Motor Vehicles Not Used For Commercial Purposes

1. With respect to voluntary risks and "clean risks" ceded to the North Carolina Reinsurance Facility, determine the appropriate premium by:

For ~~Uninsured Motorists Coverage and Combined~~ Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage, charge the applicable private passenger premium shown in Rule 14.

2. With respect to other than "clean risks" ceded to the North Carolina Reinsurance Facility, determine the appropriate premium by:

For ~~Uninsured Motorists Coverage and Combined~~ Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage, charge the applicable private passenger premium shown in Rule 14.

C. Snowmobiles

Liability Coverages Only

4. ~~Uninsured Motorists Coverage, Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage~~

D. Golf Carts

Liability Coverages Only

1. Charge 25% of the applicable private passenger Base Premiums. (Class Code 943500) For ~~Uninsured Motorists and Combined~~ Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage charge rates shown in Rule 14.

E. Antique Autos

Liability Coverages Only

Charge 40% of the private passenger base premiums. (Class Code 962000) For ~~Uninsured Motorists and Combined~~ Uninsured/Underinsured Motorist Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage charge rates shown in Rule 14.

F. Classic Autos

A classic auto is a motor vehicle of the private passenger type which is 10 or more years old and may be used on a regular basis. Its value is significantly higher than the average value of other autos of the same make and model year.

Liability, Medical Payments, Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages~~Uninsured And Underinsured Motorists~~

G. Low Speed Vehicles And Modified Utility Vehicles

2. Rating

- c. **Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage**

Charge the applicable private passenger premium shown in Rule 14.

The remainder of the rule is unchanged.

13. SUSPENSION

- D. If collision or liability coverages are suspended on **all** owned autos, coverage for which separate premiums apply – including Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages, auto death indemnity, total disability, and specific disability benefits coverage, medical payments coverage, non-owned auto or extended liability coverage provided under the use of other autos provisions – may be continued in force without premium adjustment for these coverages.

The remainder of the rule is unchanged.

14. MISCELLANEOUS COVERAGES

A. Combined Uninsured/Underinsured Motorists Bodily Injury Coverage And Uninsured Motorists Property Damage Coverage

1. Owners – (Class Code – Refer to Statistical Plan)

a. Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage shall be afforded under every auto liability policy insuring the owner of a motor vehicle registered or principally garaged in North Carolina.

Note

(1) The limits of Combined Uninsured/Underinsured Motorist Bodily Injury Coverage shall equal the highest limits of liability for Bodily Injury Liability Coverage for any one vehicle insured under the policy provided, however, that:

(a) The limits shall not be required to exceed \$1,000,000/\$1,000,000 regardless of whether the highest limits of bodily injury liability coverage for any one vehicle insured under the policy exceed those limits; and

(b) A named insured may purchase greater or lesser limits, but not less than the bodily injury liability limits required by North Carolina's financial responsibility law, and in no event shall an insurer be required to sell combined uninsured/underinsured motorist bodily injury coverage at limits that exceed \$1,000,000/\$1,000,000; and

(c) The limits for uninsured motorist bodily injury coverage and underinsured motorist bodily injury coverage shall be equal.

(2) The limit of Uninsured Motorist Property Damage Coverage sold with Combined Uninsured/Underinsured Motorist Bodily Injury Coverage, shall equal the highest limit of liability for Property Damage Liability Coverage for any one vehicle insured under the policy, provided, however, that:

(a) The limits shall not be required to exceed \$1,000,000 regardless of whether the highest limits of property damage liability coverage for any one vehicle insured under the policy exceed those limits; and

(b) A named insured may purchase lesser limits of Uninsured Motorist Property Damage Coverage but not less than the property damage liability limits required by North Carolina's financial responsibility law.

(3) Each time a policy is issued or renewed, the insurer shall notify the named insured as provided in Rule **14.A.3.**

b. Rates

The per policy rates for Combined Uninsured/Underinsured Motorists Bodily Injury Coverage are as follows:

B.I. UM/UIM Coverage		
	Single Vehicle* Policy	Multi-Vehicle* Policy
\$ 50/100	\$ 55	\$ 136
100/200	84	207
100/300	87	215
250/500	142	351
300/300	150	371
500/500	175	432
500/1,000	181	447
1,000/1,000	226	558

The per policy rates for Uninsured Motorist Property Damage Coverage sold with Combined Uninsured/Underinsured Motorist Bodily Injury Coverage are as follows:

P.D. UM Coverage		
	Single Vehicle* Policy	Multi-Vehicle* Policy
\$ 50,000	\$ 3	\$ 7
100,000	4	10
250,000	6	15
500,000	8	20
750,000	10	25
1,000,000	11	27

For limits other than those shown, charge the premium for the next higher limit.

* For the purposes of this rule, the term vehicle includes a private passenger auto, low speed vehicle, modified utility vehicle, motorcycle, golf cart or other miscellaneous type vehicle.

These total rates are not subject to modification under the provisions of any rating plan or other manual rule.

c. Additional Persons

Combined Uninsured/Underinsured Motorists Bodily Injury Coverage may be extended to an executive officer, partner or employee of the named insured provided such additional person does not own an auto.

The charge for each additional person shall be the single car policy rate shown above.

2. Non-Owners – (Class Code 990000)

a. A Named Non-Owner Liability Policy may be extended to provide Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage. The annual charge per policy shall be the single car policy rate shown above for the limits of coverage selected.

b. Combined Uninsured/Underinsured Motorists Bodily Injury Coverage may be afforded to any person who does not own an auto and who is not otherwise afforded Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage.

Such coverage shall be written for a period of one year or three years. The charge for each person covered shall be the minimum limits single car policy rate multiplied by the following factor:

Policy Term	Factor
One Year	3.50
Three Years	5.50

3. Notice

Every insurer that sells motor vehicle liability policies shall, when issuing and renewing a policy, give reasonable notice to the named insured of all of the following:

a. The named insured is required to purchase uninsured motorist bodily injury coverage, uninsured motorist property damage coverage, and underinsured motorist bodily injury coverage.

b. The named insured's uninsured motorist bodily injury coverage limits shall be equal to the highest limits of bodily injury liability coverage for any one vehicle insured under the policy unless the insured elects to purchase greater or lesser limits for uninsured motorist bodily injury coverage.

c. The named insured's uninsured motorist property damage coverage limits shall be equal to the highest limits of property damage liability coverage for any one vehicle insured under the policy unless the insured elects to purchase lesser limits for uninsured motorist property damage coverage.

d. The named insured's underinsured motorist bodily injury coverage limits shall be equal to the highest limits of bodily injury liability coverage for any one vehicle insured under the policy unless the insured elects to purchase greater or lesser limits for underinsured motorist bodily injury coverage.

e. The named insured may purchase uninsured motorist bodily injury coverage and underinsured motorist coverage with limits up to one million dollars (\$1,000,000) per person and one million dollars (\$1,000,000) per accident.

The insurer shall be deemed to have given reasonable notice if it includes, in at least 12 point type, Form **NC 03 40** - Notice Of Right To Purchase Higher Limits of UM/UIM or substantially similar language as a notice accompanying the original and renewal declarations page or if it includes, in at least 12 point type, the same language as the language in said form, or substantially similar language, on the policy's original and renewal declarations page.

B. Deductible Insurance

1. Deductible Liability Insurance is not available for vehicles classified and rated in accordance with the rules of this Manual.

2. Collision Deductibles for Which No Premiums Are Shown

\$ 25 Deduct. (071)	– Charge 150% of the \$50 Deduct. Collision Premium
\$ 50 Deduct. (072)	– Charge 102% of the \$100 Deduct. Collision Premium
\$ 200 Deduct. (073)	– Charge 97% of the \$100 Deduct. Collision Premium
\$ 250 Deduct. (076)	– Charge 96% of the \$100 Deduct. Collision Premium
\$ 500 Deduct. (077)	– Charge 91% of the \$100 Deduct. Collision Premium
\$ 1,000 Deduct. (078)	– Charge 81% of the \$100 Deduct. Collision Premium

3. Comprehensive Deductibles for Which No Premiums Are Shown

- \$ 50 Deduct. (003) – Charge 96% of the Full Coverage Comprehensive Premium
- \$ 100 Deduct. (010) – Charge 93% of the Full Coverage Comprehensive Premium
- \$ 250 Deduct. (055) – Charge 84% of the Full Coverage Comprehensive Premium
- \$ 500 Deduct. (726) – Charge 70% of the Full Coverage Comprehensive Premium
- \$ 1,000 Deduct. (727) – Charge 58% of the Full Coverage Comprehensive Premium

4. Theft – \$50 Deductible – Charge 75% of the Full Coverage Theft Rate.

C. Extended Transportation Expenses Coverage

1. Eligibility

Only policies providing Comprehensive Coverage may be afforded either Extended Transportation Expenses Coverage or Increased Limits Transportation Expenses Coverage.

2. Rating

The rates for this coverage are not subject to classification rating or modification by any rating plan.

Coverage	Annual Rate Per Auto
\$15/\$450 Extended Transportation Expenses Coverage (Cov. Code 704)	\$13
\$30/\$900 Increased Limits Transportation Expenses Coverage (Cov. Code 706)	\$26
\$50/\$1,500 Additional Increased Limits Transportation Expenses Coverage (Cov. Code 768)	\$42
\$75/\$2,250 Additional Increased Limits Transportation Expenses Coverage (Cov. Code 163)	\$61
\$100/\$3,000 Additional Increased Limits Transportation Expenses Coverage (Cov. Code 164)	\$79

3. Endorsement

Attach either Endorsement **NC 03 02** (which provides for only the first three available limits) or Endorsement **NC 03 14** (which provides for all available limits) to the policy.

D. Towing and Labor Costs

- 1. This coverage may be written only for Private Passenger Autos.
- 2. The available limit and rates are:

Limit Per Disablement	Rate – Per Car, Per Year
\$ 25	\$ 3
50	6
100	9
None (subject to coverage provisions)	20

- 3. Attach applicable endorsement.

E. Coverage For Damage To Your Auto – Coverage For Audio, Visual And Data Electronic Equipment

1. Coverage

Electronic equipment or devices that record, emit, amplify, receive or transmit audio, visual or data signals which are permanently installed by the vehicle's manufacturer are automatically covered under the policy without additional premium charge. Such equipment includes, but is not limited to:

- a. Radios and stereos;
- b. Tape decks;
- c. Compact disk players or recorders;
- d. Citizens band radios;
- e. Telephones;
- f. Two-way mobile radios;
- g. Scanning monitor receivers;
- h. Television monitor receivers;
- i. Video cassette players or recorders;
- j. Audio cassette players or recorders;
- k. Personal computers; or
- l. Digital videodisk players or recorders.

However, electronic equipment or devices that record, emit, amplify, receive or transmit audio, visual or data signals which are permanently installed by **other than** the vehicle's manufacturer are subject to a sublimit of \$1,000. This sublimit may be increased to any one of the limits with the premiums per auto shown in the table below. Permanently installed means installed by bolts, brackets, or welding in a location in accordance with applicable laws and regulations for the installation of such equipment or device.

Coverage is not available for loss to:

- equipment designed or used to detect or deter radar, laser, or other speed monitoring equipment whether or not permanently installed; or
- tapes, records, discs or other media.

2. Rating

The provisions of Rule 4. Classifications and Rule 5. Safe Driver Insurance Plan do not apply for this coverage.

Maximum Limit Of Liability For Electronic Equipment	Premium Per Auto
\$ 1,500	\$ 30
2,000	60
2,500	90
3,000	120
3,500	150
4,000	180
4,500	210
5,000	240

For limits in excess of \$5,000, charge an additional \$30 per \$500 of coverage.

3. Endorsement

Attach Coverage For Damage To Your Auto Customizing Equipment Coverage, Coverage For Audio, Visual And Data Electronic Equipment Endorsement **NC 03 15**, to the policy.

F. Auto Death Indemnity Or Benefits, Specific Disability Benefits And Total Disability Benefits Rates

- 1. Automobile Death Indemnity or Benefit, Specific Disability Benefits and Total Disability Benefits are available to any person under a policy affording auto bodily injury liability insurance with respect to an auto classified or rated as a private passenger auto.
- 2. Annual rates per person insured:
 - a. Coverage **A** – Auto Death Indemnity or Benefit (Class Code 904000)

Principal Sum	Annual Rate
---------------	-------------

\$ 5,000	\$ 2
10,000	4

- b. Coverages A and B – Auto Death Indemnity or Benefit and Specific Disability Benefits
Dismemberment and Loss of Sight and Fractures and Dislocations. (Class Code 907000)

Principal Sum	Annual Rate
\$ 5,000	\$ 3
10,000	5

- c. Coverage C – Total Disability Benefits – (Class Code 903000)

Weekly Indemnity	Annual Rate
\$ 25	\$ 3
35	3
50	6

- d. Coverage C – Total Disability Benefits – Maximum 200 weeks.
(Class Code 905000)

Weekly Indemnity	Annual Rate
\$ 25	\$ 2
35	3
50	5

3. For the addition of one or more of the coverages to outstanding policies, charges per month, or fraction thereof, of 10% of the applicable annual rates shall be made. These charges shall be subject to a minimum total charge of \$2 per policy or endorsement, and to a maximum total charge of the total of the annual rates for the coverages afforded.

G. Repair or Replacement Coverages

1. Five Year Coverage

- a. Coverage for Damage to Your Auto can be changed from ACTUAL CASH VALUE to REPLACEMENT COST for losses caused by other than fire, theft, larceny, malicious mischief or vandalism.
- b. Repair or Replacement Coverage is available:
- (1) Only for autos purchased new.
 - (2) Only if this coverage is added within 60 days after purchase of the new auto. If the coverage is added after the date of purchase of the new auto, coverage does not become effective until the date of purchase of this coverage.
 - (3) Only if this coverage is maintained continuously on the auto.
 - (4) If the auto is not more than 5 years old. The age of the auto shall be determined by subtracting the year the endorsement was first added to the policy for that auto from the year of inception of the current annual period of the policy.
 - (5) Only if the collision and other than collision coverages are carried for the auto.
- c. Rates
Charge 15% of the combined collision and other than collision premiums.

- d. Attach Endorsement **NC 03 11**.

2. One Year Coverage

- a. Coverage for Damage to Your Auto can be changed from ACTUAL CASH VALUE to REPLACEMENT COST.
- b. Replacement Cost Coverage is available:
- (1) Only for autos purchased new by the policyholder or applicant with less than 150 miles on the odometer.
 - (2) Only if this coverage is added within 60 days after the purchase of the new auto. If the coverage is added after the date of purchase of the new auto coverage does not become effective until the date of purchase of this coverage.
 - (3) Only if this coverage is maintained continuously on the auto.
 - (4) Only if collision and other than collision coverages are carried for the auto.

c. Rates

Charge 10% of the combined collision and other than collision premiums.

d. Duration of Coverage

This coverage will apply until one year from the date of purchase of the new auto or an odometer reading of 15,000 miles, whichever comes first.

e. Attach Endorsement **NC 03 12**.

H. Coverage for Rented Vehicles

1. Insurers may offer coverage for rented vehicles with every motor vehicle policy covering a motor vehicle registered in North Carolina. Attach the Coverage for Rented Vehicles endorsement to the policy.

2. Rating

a. To add Coverage for Rented Vehicles, charge an annual premium of \$4 for personal auto liability policies which provide both comprehensive and collision coverages.

b. To add Coverage for Rented Vehicles, charge an annual premium of \$16 for personal auto liability policies which do not provide both comprehensive and collision coverages.

c. The premium for Coverage for Rented Vehicles is not subject to classification or modification by any rating plan.

3. Cancellation

If Coverage for Rented Vehicles is cancelled by the insured, the entire annual premium shall be fully earned by the company.

I. Original Equipment Manufacturer (OEM) Parts Loss Settlement

1. Coverage

A loss settlement Original Equipment Manufacturer (OEM) Parts coverage option may be made available when physical damage coverage is afforded under a policy. The OEM parts loss settlement option is subject to the following:

a. If a repair results in the replacement of exterior sheet metal and/or exterior plastic parts, OEM parts shall be used if such parts are available.

If OEM parts are not available, non-OEM parts may be used.

b. If a repair results in the replacement of any damaged parts other than exterior sheet metal and/or exterior plastic parts, the insurer may require or specify the use of non-OEM parts.

2. Rating

Charge 5% of the otherwise applicable premium for Comprehensive and 5% of the otherwise applicable premium for Collision coverages.

3. Endorsement

Attach the Loss Settlement – Original Equipment Manufacturer Parts Endorsement to the policy.

J. Coverage For Damage To Your Auto – Customizing Equipment Coverage

1. Coverage

Custom furnishings or equipment are automatically covered under the policy up to \$1,000 without additional premium charge. This limit may be increased.

Custom furnishings or equipment includes, but is not limited to:

a. Special carpeting and insulation, furniture or bars;

b. Facilities for cooking and sleeping;

c. Height extending roofs or ladders;

d. Custom windows, murals, paintings or other decals or graphics;

e. Tool boxes and fifth wheel conversions;

f. Side exhausts and headers;

g. Winches and roll bars;

h. Special wheels/tires; or

i. Body or suspension alterations.

Note

The optional coverage buybacks for customized furnishings or equipment that are described in 2. below do not apply to the following:

- Camper bodies (refer to Rule **19.A.**); and
- Caps, covers or bedliners.

2. Rating

- The provisions of Rule **4. Classifications** and Rule **5. Safe Driver Insurance Plan** do not apply for this coverage.
- The \$1,000 limit for custom furnishings or equipment may be increased to any one of the limits with premiums per auto shown below.

Maximum Limit of Liability For Customizing Equipment	Premium Per Auto
\$ 2,000	\$ 70
3,000	120
4,000	170
5,000	210
6,000	240
7,000	270
8,000	300
9,000	320
10,000	340
11,000	360
12,000	380
13,000	400
14,000	420
15,000	440
16,000	460
17,000	480
18,000	500
19,000	520
20,000	540

For limits in excess of \$20,000, charge \$20 per \$1000 of coverage.

3. Endorsement

Attach Coverage For Damage To Your Auto Customizing Equipment Coverage, Coverage For Audio, Visual And Data Electronic Equipment Endorsement **NC 03 15**, to the policy.

K. Foster Child Named Driver Exclusion

1. Requirements

An insurer may, at the request of the named insured, exclude under a policy of motor vehicle insurance a specific individual from certain coverages when a motor vehicle is operated by the specifically excluded individual. The excluded driver must be a foster child and a resident of the named insured's household and must be in the custody of the named insured. In addition, the foster child must be insured under an in-force policy of automobile insurance which, at a minimum, must provide liability coverage at limits equal to or greater than the minimum limits required by G. S. 20-279.21. This policy of insurance requirement may be satisfied by purchasing a Named Non-Owner Policy or a Personal Auto Policy.

2. Additional Requirements

- The Foster Child Named Driver Exclusion Endorsement shall remain in effect:
 - For the term of the policy; and
 - For each renewal, reinstatement, substitute, modified, replacement or amended policy; unless discontinued by the insurer or insured.
- If a Foster Child Named Driver Exclusion Endorsement is attached to the policy:
 - The premiums charged shall not reflect the claim experience, driving record or rating classification of the named excluded driver with respect to the excluded coverage(s).
 - The named excluded driver shall not be listed as an operator of any auto covered under the policy.
- If a loss payee is shown in the policy and Collision Coverage or Other Than Collision Coverage is excluded under the Foster Child Named Driver Exclusion Endorsement, the loss payee shall be sent a notice indicating that the policy contains a named driver exclusion which excludes Collision Coverage or Other Than Collision Coverage.

3. Endorsement

Attach the Foster Child Named Driver Exclusion Endorsement to the policy.

L. TRANSPORTATION NETWORK DRIVER COVERAGE – NORTH CAROLINA REINSURANCE FACILITY BUSINESS ONLY

(This Rule applies only to those policies ceded to the North Carolina Reinsurance Facility)

1. Coverage

Limited Transportation Network Driver Coverage (No Passenger) provides an option to purchase coverage for participation as a transportation network driver for the period of time from when the driver logs into a "transportation network platform" up until the driver accepts a request through the "transportation network platform" to transport a passenger.

2. Rating

a. Liability and Medical Payments Coverages

Use the TNC primary rating factor from the Primary Classification Rating Factors table instead of the otherwise applicable primary classification usage factor. All other provisions of this manual apply where applicable.

b. Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage

Charge the otherwise applicable premium for Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage. Refer to Rule 14.

3. Endorsement

Attach Endorsement **PP 55 45** – Limited Transportation Network Driver Coverage (No Passenger) Endorsement to the policy.

M. Delivery Coverage

1. Coverage

Delivery Coverage provides an option to purchase coverage for an auto used for the delivery of food, goods, items or products, including, but not limited to, coverage for an auto used by an insured who is logged into a delivery network platform as a driver to provide delivery services.

2. Rating

a. Liability, Medical Payments, Collision and Comprehensive Coverages

Charge 25% of the otherwise applicable premium for Liability, Medical Payments, Collision and Comprehensive Coverages. All other provisions of this manual apply where applicable.

b. Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage

Charge the otherwise applicable premium for Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage. Refer to Rule 14.

3. Endorsement

Attach Endorsement **NC 03 38** – Delivery Coverage to the policy.

16. NAMED NON-OWNER POLICY

B. Rates

2. Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Insurance
Refer to Rule 14.

The remainder of the rule is unchanged.

19. MISCELLANEOUS TYPES

B. Motorcycles, Motorscooters, Motorbikes, Mopeds And Other Similar Motor Vehicles Not Used For Commercial Purposes

1. With respect to voluntary risks and "clean risks" ceded to the North Carolina Reinsurance Facility, determine the appropriate premium by:

For Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage, charge the applicable private passenger premium shown in Rule **14**.

2. With respect to other than "clean risks" ceded to the North Carolina Reinsurance Facility, determine the appropriate premium by:

For Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage, charge the applicable private passenger premium shown in Rule **14**.

C. Snowmobiles

Liability Coverages Only

4. Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage

D. Golf Carts

Liability Coverages Only

1. Charge 25% of the applicable private passenger Base Premiums. (Class Code 943500) For Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage charge rates shown in Rule **14**.

E. Antique Autos

Liability Coverages Only

Charge 40% of the private passenger base premiums. (Class Code 962000) For Combined Uninsured/Underinsured Motorist Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage charge rates shown in Rule **14**.

F. Classic Autos

A classic auto is a motor vehicle of the private passenger type which is 10 or more years old and may be used on a regular basis. Its value is significantly higher than the average value of other autos of the same make and model year.

Liability, Medical Payments, Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages

G. Low Speed Vehicles And Modified Utility Vehicles

**

2. Rating

c. Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage

Charge the applicable private passenger premium shown in Rule 14.

The remainder of the rule is unchanged.

AMENDATORY ENDORSEMENT

This endorsement is a part of your policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement.

1. DEFINITIONS

A. The definition of **"newly acquired auto"** is amended as follows:

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

1. a private passenger auto or station wagon type; or
2. a pickup truck or van that:
 - a. has a Gross Vehicle Weight as specified by the manufacturer of less than 14,000 pounds; and
 - b. is not used for the delivery or transportation of goods and materials unless such use is:
 - (1) incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - (2) for farming or ranching.

Any coverage for a **newly acquired auto** is subject to the following:

1. If a **newly acquired auto** replaces a vehicle shown in the Declarations, it will have the same coverage as the vehicle it replaced except that coverage, if any, under Part D – Coverage For Damage To Your Auto applies only if you ask us to insure it within 30 days after you become the owner.
2. If a **newly acquired auto** is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations if you ask us to insure it within 30 days after you become the owner.
3. Coverage under this policy terminates for any **newly acquired auto** on the effective date and time of a policy (other than this policy) issued by us or any other company that describes such vehicle on its declarations page.

4. If you ask us to insure a **newly acquired auto** within the applicable specified time period described in 1. or 2. above, any coverage we provide for the **newly acquired auto** begins on the date you become the owner. If you ask us to insure a **newly acquired auto** after the applicable specified time period described above has elapsed, any coverage we provide for the **newly acquired auto** will begin at the time you request the coverage. You must pay us any added amount due for any coverage we provide for a **newly acquired auto**.

B. The definition of **"transportation network platform"** is added:

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

C. The definition of **"delivery network platform"** is added:

"Delivery network platform" means an online-enabled application or digital network, used to connect customers:

1. With drivers; or
2. With local vendors using drivers;

for the purpose of providing prearranged delivery services, including courier services, for compensation. A **delivery network platform** does not include a **transportation network platform**.

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2. Part A – LIABILITY COVERAGE

Part A is amended as follows:

- A. Exclusion A.2. is deleted and replaced by the following:

We do not provide Liability Coverage for any **insured**:

2. For **property damage** to property:
 - a. owned in whole or in part by that **insured**; or
 - b. being transported by that **insured**;

- B. Exclusion A.5. is deleted and replaced by the following:

We do not provide Liability Coverage for any **insured**:

5. For that **insured's** liability arising out of the ownership or operation of a vehicle while it is being used:
 - a. As a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any **insured** who is logged into a:
 - (1) **Transportation network platform** as a driver, whether or not a passenger is occupying the vehicle.
 - (2) **Transportation network platform** or **delivery network platform** as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.
 - b. For the delivery of food, goods, items or products, including but not limited to newspapers and magazines, except as provided in Paragraph a.(2).

This exclusion (A.5.) does not apply to:

- a. A share-the-expense car pool; or
- b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes.

- C. The following Exclusion A.10. is added:

We do not provide Liability Coverage for any **insured**:

10. For the ownership, maintenance or use of **your covered auto** while being used by anyone other than you or any **family member** in exchange for compensation.

- D. The following Exclusion B.3. is added:

We do not provide Liability Coverage for the ownership, maintenance or use of:

3. Any vehicle while participating in any prearranged, organized, or spontaneous:
 - a. racing contest, speed contest, demolition, stunt activity, or competitive driving event, or in practice or preparation for any such contest or use of this type; or
 - b. use of a vehicle at a facility designed for racing or high performance driving unless such use is for an activity other than high performance driving, high speed driving, and other than those activities listed in 3.a. above.

This exclusion applies only to the extent that the limit of liability of this policy exceeds the minimum limit required by the financial responsibility law of North Carolina.

- E. The following provision is added following the **Other Insurance** provision:

Appraisal – Diminution in Value

If there is no dispute between the claimant and us regarding the **insured's** liability for the property damage to the claimant's vehicle, but:

- a. the claimant and we fail to agree as to the difference in fair market value of the vehicle immediately before the accident and immediately after the accident; and
- b. the difference in the claimant's and our estimate of the diminution in fair market value is greater than two thousand dollars (\$2,000) or twenty-five percent (25%) of the fair market retail value of the vehicle prior to the accident as determined by the latest edition of the National Automobile Dealers Association Pricing Guide Book or other publications approved by the Commissioner of Insurance, whichever is less; then

on the written demand of either the claimant or us, the dispute regarding the amount of the diminution in value shall be determined by appraisal in accordance with G.S. 20-279.21(d1).

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3. Part B – MEDICAL PAYMENTS COVERAGE

A. Exclusion 1. is deleted and replaced by the following:

We do not provide Medical Payments Coverage for any **insured** for **bodily injury**:

1. Sustained while occupying **your covered auto** when it is being used:
 - a. As a public or livery conveyance. This includes but is not limited to any period of time your **covered auto** is being used by any **insured** who is logged into a:
 - (1) **Transportation network platform** as a driver, whether or not a passenger is occupying the vehicle.
 - (2) **Transportation network platform** or **delivery network platform** as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.
 - b. For the delivery of food, goods, items or products, including but not limited to newspapers and magazines, except as provided in Paragraph a.(2).

This exclusion (1.) does not apply:

- a. To a share-the-expense car pool; or
- b. While **your covered auto** is being used for volunteer or charitable purposes.

B. The following Exclusions 12. and 13. are added:

We do not provide Medical Payments Coverage for any **insured** for **bodily injury**:

12. Sustained while **occupying** any vehicle participating in any prearranged, organized, or spontaneous:
 - a. racing contest, speed contest, demolition, stunt activity, or competitive driving event, or in practice or preparation for any such contest or use of this type; or
 - b. use of a vehicle at a facility designed for racing or high performance driving unless such use is for an activity other than high performance driving, high speed driving, and other than those activities listed in 12.a. above.
13. Sustained while **occupying**, or when struck by, **your covered auto** while being used by anyone other than you or any **family member** in exchange for compensation.

4. Part C1 – UNINSURED MOTORISTS COVERAGE

Part C1 is ~~deleted~~ amended as follows:

~~A. Exclusion A.2. is deleted and replaced by the following:~~

~~We do not provide Uninsured Motorists Coverage for **property damage** or **bodily injury** sustained by any **insured**:~~

~~2. When **your covered auto** is being used:~~

~~a. As a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a:~~

~~(1) **Transportation network platform** as a driver, whether or not a passenger is occupying the vehicle.~~

~~(2) **Transportation network platform** or **delivery network platform** as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.~~

~~b. For the delivery of food, goods, items or products, including but not limited to newspapers and magazines, except as provided in Paragraph a.(2).~~

~~This exclusion (A.2.) does not apply:~~

- ~~a. To a share-the-expense car pool; or~~
- ~~b. When **your covered auto** is being used for volunteer or charitable purposes.~~

~~B. The following Exclusion A.8. is added:~~

~~We do not provide Uninsured Motorists Coverage for **property damage** or **bodily injury** sustained by any **insured**:~~

~~8. When **your covered auto** is being used by anyone other than you or any **family member** in exchange for compensation.~~

~~C. The third paragraph of **Limit of Liability** is deleted and replaced by the following:~~

~~The limits of bodily injury liability shown in the [Schedule or] Declarations for each person and each accident for this coverage shall be reduced by all sums:~~

~~1. Paid because of the **bodily injury** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A; and~~

~~2. Paid or payable because of the **bodily injury** under any disability benefits law or any similar law.~~

~~The most we will pay for **bodily injury** damages to an **insured** under this coverage is the lesser of:~~

~~1. the limit of bodily injury liability shown in the [Schedule or] Declarations for each person for this coverage reduced by all sums described in items 1. and 2. of the preceding paragraph; or~~

~~2. the damages sustained by the **insured** for **bodily injury** reduced by:~~

~~a. all sums described in items 1. and 2. in the preceding paragraph; and~~

~~b. all sums paid or payable because of the **bodily injury** under any workers' compensation law. However, this reduction does not apply to the extent that an employer's lien is required to be paid under North Carolina's workers' compensation law.~~

~~The limit of property damage liability under this coverage shall be reduced by all sums paid because of the **property damage** by or on behalf of persons or organizations who may be legally responsible. This includes all sums payable under Part A.~~

~~D. The first paragraph of **Arbitration** is deleted and replaced by the following:~~

~~If we and an **insured** do not agree:~~

~~1. Whether that **insured** is legally entitled to recover compensatory damages from the owner or operator of an **uninsured motor vehicle**; or~~

~~2. As to the amount of such compensatory damages;~~

~~then the **insured** may demand to settle these disputed issues by arbitration. If an **insured** files a lawsuit against us or an owner or operator of an **uninsured motor vehicle** seeking damages that are the subject of the claim for Uninsured Motorists Coverage under this policy, the **insured** shall have the right to demand arbitration only if such lawsuit is filed within the time limit required by the law of the state where the accident occurred for filing a lawsuit against the owner or operator of the **uninsured motor vehicle** for the damages arising out of the accident and only if the **insured** gives us a written demand for arbitration within (30) days after the filing of such lawsuit.~~

~~E. Item 5. of **Arbitration** is deleted and the remaining paragraphs are renumbered appropriately.~~

5. Part C2 – COMBINED UNINSURED/UNDER-INSURED MOTORISTS COVERAGE

Part C2 is amended as follows:

For purposes of this Policy, Combined Uninsured/Underinsured Motorists Coverage refers to Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage.

A. The definition of **underinsured motor vehicle** is replaced by the following:

Underinsured motor vehicle means a land motor vehicle or trailer of any type:

1. The ownership, maintenance or use of which is insured or bonded for liability at the time of accident; and

2. The sum of the limits of liability under all **bodily injury** liability bonds and insurance policies applicable at the time of the accident is equal to or greater than the minimum limit specified by the financial responsibility law of North Carolina and:

a. is less than the total damages sustained by an individual seeking payment of benefits under this coverage; or

b. the total limit of liability available has been exhausted by payment to more than one individual and the total amount actually paid to an individual seeking payment of benefits under this coverage from the exhaustion of the total limit of liability available is less than the total damages sustained by that individual.

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

1. Operated on rails or crawler treads.

2. Which is a farm-type tractor or other vehicle designed for use principally off public roads and while not upon public roads.

3. While located for use as a residence or premises.

4. Which is an **uninsured motor vehicle**.

5. Which is insured under Liability Coverage of this policy if such policy's limit of liability for Combined Uninsured/Underinsured Motorists Bodily Injury Coverage is equal to or less than its limit of liability for Liability Coverage.

~~AB.~~ Exclusion A.2. Is deleted and replaced by the following:

We do not provide coverage for **property damage** or **bodily injury** caused by an uninsured motor vehicle and sustained by any **insured**:

2. When **your covered auto** is being used:
 - a. As a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a:
 - (1) **Transportation network platform** as a driver, whether or not a passenger is occupying the vehicle.
 - (2) **Transportation network platform** or **delivery network platform** as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.
 - b. For the delivery of food, goods, items or products, including but not limited to newspapers and magazines, except as provided in Paragraph a.(2).

This exclusion (A.2.) does not apply:

- a. To a share-the-expense car pool; or
- b. When **your covered auto** is being used for volunteer or charitable purposes.

BC. The following Exclusion A.8. is added:

We do not provide coverage for **property damage** or **bodily injury** caused by an uninsured motor vehicle and sustained by any **insured**:

8. When **your covered auto** is being used by anyone other than you or any **family member** in exchange for compensation.

CD. Exclusion C.2. is deleted and replaced by the following:

We do not provide coverage for **bodily injury** caused by an **underinsured motor vehicle** and sustained by any **insured**:

2. When **your covered auto** is being used:
 - a. As a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a:
 - (1) **Transportation network platform** as a driver, whether or not a passenger is occupying the vehicle.
 - (2) **Transportation network platform** or **delivery network platform** as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.

This exclusion (2.a.) does not apply to a share-the-expense car pool.

- b. For the delivery of food, goods, items or products, including but not limited to newspapers and magazines, except as provided in Paragraph a.(2).

This exclusion (C.2.) does not apply:

- a. To a share-the-expense car pool; or
- b. When **your covered auto** is being used for volunteer or charitable purposes.

DE. The following Exclusion C.6. is added:

We do not provide coverage for **bodily injury** caused by an **underinsured motor vehicle** and sustained by any **insured**:

6. While **occupying**, or when struck by, **your covered auto** while being used by anyone other than you or any **family member** in exchange for compensation.

EE. The ~~fourth and fifth paragraphs of~~ **Limit of Liability** ~~are~~ deleted and replaced by the following:

LIMIT OF LIABILITY

1. The limit of bodily injury liability shown in the [Schedule or] Declarations for each person for Combined Uninsured/Underinsured Motorists Bodily Injury Coverage is our maximum limit of liability for all damages for **bodily injury, including damages for care, loss of services or death, sustained by any one person in any one auto accident.**

Subject to this limit for each person, the limit of bodily injury liability shown in the [Schedule or] Declarations for each accident for Combined Uninsured/Underinsured Motorists Bodily Injury Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident. The limit of property damage liability shown in the [Schedule or] Declarations for each accident for Uninsured Motorists Property Damage Coverage is our maximum limit of liability for all damages for **property damage** caused by an **uninsured motor vehicle** and resulting from any one accident.

This is the most we will pay for **bodily injury** and **property damage** regardless of the number of:

- a. **Insureds**;
- b. **Claims made**;
- c. **Vehicles or premiums shown in the Declarations**; or
- d. **Vehicles involved in the accident.**

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~~The limits of bodily injury liability shown in the [Schedule or] Declarations for each person and each accident for this coverage shall be reduced by all sums:~~

- ~~1. Paid because of the **bodily injury** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A; and~~
- ~~2. Paid or payable because of the **bodily injury** under any disability benefits law or any similar law.~~

2. The most we will pay for **bodily injury** damages to an **insured** under this coverage is the lesser of:

1a. the limit of bodily injury liability shown in the [Schedule or] Declarations for each person for this coverage ~~reduced by all sums described in items 1. and 2. of the preceding paragraph;~~ or

2b. the damages sustained by the **insured** for **bodily injury** reduced by:

~~a. all sums described in items 1. and 2. in the preceding paragraph; and~~

~~b. all sums paid or payable because of the **bodily injury** under any workers' compensation law. However, this reduction does not apply to the extent that an employer's lien is required to be paid under North Carolina's workers' compensation law.~~

However, if the **underinsured motor vehicle** is insured under Liability Coverage of this policy, the most we will pay for **bodily injury** damages to an **insured** under this coverage is that amount of underinsured motorists bodily injury coverage under this policy which exceeds this policy's bodily injury liability limits.

3. No payment will be made under this coverage for loss paid or payable to the **insured** under Part D or any policy of property insurance.

4. Any payment to any person under this coverage will reduce any amount that person is entitled to recover for the same elements of loss under Part A.

5. This coverage is excess over and shall not duplicate any amount paid or payable under Part B.

6. No individual will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A. of this Policy.

7. 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.

8. 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 disability benefits or similar law.

FG. The first paragraph of **Arbitration** provision is deleted and replaced by the following:

ARBITRATION

1. If we and an **insured** do not agree:

1a. Whether that **insured** is legally entitled to recover compensatory damages from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or

2b. As to the amount of such compensatory damages;

then the **insured** may demand to settle these disputed issues by arbitration matter may be arbitrated. Both parties must agree to arbitration.

For purposes of an:

(1). Uninsured Motorists Coverage claim, if an **insured** files a lawsuit against us or an owner or operator of an **uninsured motor vehicle** seeking damages that are the subject of the claim for Uninsured Motorists Coverage under this policy, the **insured** shall have the right to ~~demand-request~~ arbitration only if such lawsuit is filed within the time limit required by the laws of the state where the accident occurred for filing a lawsuit against the owner or operator of the **uninsured motor vehicle** for the damages arising out of the accident and only if the **insured** gives us a written ~~demand-request~~ for arbitration within thirty (30) days after the filing of such lawsuit.

(2). Underinsured Motorists Coverage claim, if an **insured** files a lawsuit against an owner or operator of an **underinsured motor vehicle** seeking damages that are the subject of the claim for Underinsured Motorists Coverage under this policy, the **insured** shall have the right to ~~demand-request~~ arbitration only if the insured gives us a written ~~demand-request~~ for arbitration within thirty (30) days after the later of:

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- (a)- The date we advance payment to the **insured** in an amount equal to a tentative settlement between the **insured** and the owner or operator of the **underinsured motor vehicle**;
- (b)- The date any applicable liability bonds or policies have been exhausted by payments of judgments or settlements; or
- (c)- The date the **insured** files a lawsuit against an owner or operator of an **underinsured motor vehicle** seeking damages that are the subject of the claim for Underinsured Motorists Coverage under this policy, provided that such lawsuit is filed within the time limit required by the laws of the state where the accident occurred for filing a lawsuit against the owner or operator of the **underinsured motor vehicle** for the damages arising out of the accident.

2. The following procedures will be used:

- a. Each party will select a competent arbitrator. The two so selected will select a third competent and disinterested arbitrator.
- b. If the third arbitrator is not selected within 30 days, the **insured** or we may request a judge of a court of record to name one. The court must be in the county and state in which arbitration is pending.
- c. Each party will pay its chosen arbitrator. Each will pay half of all other expenses of arbitration. Fees to lawyers and expert witnesses are not considered arbitration expenses and are to be paid by the party hiring these persons.
- d. Unless the **insured** and we agree otherwise, arbitration will take place in the county and state in which the **insured** lives. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will resolve the issues. A written decision on which two arbitrators agree will be binding on the **insured** and us.
- e. Judgment upon award may be entered in any proper court.
- f. As an alternative, the **insured** and we may agree to arbitrate by rules other than stated above.

~~G. Item 5. of **Arbitration** is deleted and the remaining paragraphs are renumbered appropriately.~~

6. PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

A. Exclusion 1. Is replaced by the following:

We will not pay for:

- 1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used:
 - a. As a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** or any **non-owned auto** is being used by any person who is logged into a:
 - (1) **Transportation network platform** as a driver, whether or not a passenger is occupying the vehicle.
 - (2) **Transportation network platform** or **delivery network platform** as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.
 - b. For the delivery of food, goods, items or products, including but not limited to newspapers and magazines, except as provided in Paragraph a.(2).

This exclusion (1.) does not apply:

- a. To a share-the-expense car pool; or
- b. While **your covered auto** or any **non-owned auto** is being used for volunteer or charitable purposes.

B. Exclusion 9. is changed by deleting the following:

This exclusion does not apply to the interests of Loss Payees in **your covered auto**.

C. The following Exclusions 14 ,15, and 16 are added:

We will not pay for:

- 14. Loss to **your covered auto** or any **non-owned auto** while participating in any prearranged, organized, or spontaneous:
 - a. racing contest, speed contest, demolition, stunt activity, or competitive driving event, or in practice or preparation for any such contest or use of this type; or

b. use of a vehicle at a facility designed for racing or high performance driving unless such use is for an activity other than high performance driving, high speed driving, and other than those activities listed in 14.a. above.

15. Loss to **your covered auto** which occurs while being used by anyone other than you or any **family member** in exchange for compensation.

16. Loss arising out of any act committed:
a. by or at the direction of you or any **family member**; and
b. with the intent to cause a loss.

7. Part E – DUTIES AFTER AN ACCIDENT OR LOSS – FILING A CLAIM

Part E is amended as follows:

A. The lead-in paragraph of the **Additional Duties For Uninsured And Combined Uninsured/Underinsured Motorists Coverage** provision is replaced by the following:

A person seeking Combined Uninsured/Underinsured Motorists Bodily Injury Coverage or Uninsured Motorists Property Damage Coverage must also:

AB. Paragraph 3. of the **Additional Duties For Coverage For Damage To Your Auto** provision is replaced by the following:

3. Permit us to inspect and appraise the damaged property, including but not limited to any damaged glass or windshield, before its repair, replacement or disposal.

8. Part F – GENERAL PROVISIONS

Part F is amended as follows:

A. Paragraph A of the **Our Right To Recover Payment** provision is replaced by the following:

A. 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:

1. Whatever is necessary to enable us to exercise our rights; and

2. Nothing after loss to prejudice them. However, our rights under this paragraph do not apply to:

a. Part B;

b. Part C2, as those parts contain separate provisions which state our right to recover payment under those Parts;

c. Part D, against any person using **your covered auto** with a reasonable belief that that person is entitled to do so.

B. The **Cancellation** provision is amended as follows:

1. Paragraphs 2 and 3 are replaced by the following:

2. We may cancel the Liability, Medical Payments, Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages by mailing by first class mail to the named insured shown in the Declarations at the last known address:

a. at least 15 days notice if cancellation is for nonpayment of premium; or

b. at least 60 days notice in all other cases.

3. We may cancel any coverage other than Liability, Medical Payments, Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages by mailing to the named insured shown in the Declarations at the last known address 10 days notice.

2. The lead-in to paragraph 4 is replaced by the following:

4. We will cancel the Liability, Medical Payments, Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages only for the following reasons:

A3. The following is added to paragraph 4 of the **Cancellation** provision:

g. The named **insured** is no longer an eligible risk under G.S. 58-37-1.

h. Any other reason permitted by the North Carolina General Statutes.

C. **Nonrenewal** provision is deleted and replaced by the following:

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Nonrenewal. If we decide not to renew or continue the Liability, Medical Payments, Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages of this policy we will mail notice to the named insured shown in the Declarations at the last known address. Notice will be mailed at least 60 days before the end of the policy period. If we decide not to renew or continue any other coverage, we will mail the notice at least 10 days before the end of the policy period. We will refuse to renew or continue this policy only as permitted by the laws of North Carolina.

BD. **Other Termination Provisions** is deleted and replaced by the following:

1. If the law in effect in North Carolina at the time this policy is issued, renewed or continued:
 - a. requires a longer notice period;
 - b. requires a special form of or procedure for giving notice;
 - c. modifies any of the stated termination reasons; or;
 - d. adds any additional termination reasons;we will comply with those requirements and this policy shall be deemed amended to include any such change in the law.
2. Proof of mailing of any notice shall be sufficient proof of notice.
3. If the named **insured** or a premium finance company cancels this policy, the premium owed or premium refund due will be calculated according to the short rate provisions contained in our manuals. If we cancel this policy, any premium owed or premium refund will be calculated on a pro-rata basis. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

EE. The following is added to the **Transfer Of Your Interest In This Policy** provision:

The benefits of this Policy that may be available to you following a covered loss may not be assigned unless:

1. All duties listed under the **Additional Duties For Damage To Your Auto** provision in Part E – **Duties After An Accident Or Loss – Filing A Claim** are performed by a person seeking coverage;

2. An inspection of the damage has been conducted by an adjuster authorized by us, or we give our consent; and
3. Any Assignee receiving a benefit under this Policy assigned under this provision for damage to **your covered auto** is subject to all duties and conditions under the policy. This includes the Appraisal Clause under Part D - **Coverage For Damage To Your Auto** to resolve disagreements on the amount of loss.

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AMENDATORY ENDORSEMENT

This endorsement is a part of your policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement.

1. DEFINITIONS

- A. The definition of **"newly acquired auto"** is amended as follows:

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

1. a private passenger auto or station wagon type; or
2. a pickup truck or van that:
 - a. has a Gross Vehicle Weight as specified by the manufacturer of less than 14,000 pounds; and
 - b. is not used for the delivery or transportation of goods and materials unless such use is:
 - (1) incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - (2) for farming or ranching.

Any coverage for a **newly acquired auto** is subject to the following:

1. If a **newly acquired auto** replaces a vehicle shown in the Declarations, it will have the same coverage as the vehicle it replaced except that coverage, if any, under Part D – Coverage For Damage To Your Auto applies only if you ask us to insure it within 30 days after you become the owner.
2. If a **newly acquired auto** is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations if you ask us to insure it within 30 days after you become the owner.
3. Coverage under this policy terminates for any **newly acquired auto** on the effective date and time of a policy (other than this policy) issued by us or any other company that describes such vehicle on its declarations page.

4. If you ask us to insure a **newly acquired auto** within the applicable specified time period described in 1. or 2. above, any coverage we provide for the **newly acquired auto** begins on the date you become the owner. If you ask us to insure a **newly acquired auto** after the applicable specified time period described above has elapsed, any coverage we provide for the **newly acquired auto** will begin at the time you request the coverage. You must pay us any added amount due for any coverage we provide for a **newly acquired auto**.

- B. The definition of **"transportation network platform"** is added:

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

- C. The definition of **"delivery network platform"** is added:

"Delivery network platform" means an online-enabled application or digital network, used to connect customers:

1. With drivers; or
2. With local vendors using drivers;

for the purpose of providing prearranged delivery services, including courier services, for compensation. A **delivery network platform** does not include a **transportation network platform**.

2. Part A – LIABILITY COVERAGE

Part A is amended as follows:

- A. Exclusion A.2. is deleted and replaced by the following:

We do not provide Liability Coverage for any **insured**:

2. For **property damage** to property:
 - a. owned in whole or in part by that **insured**; or
 - b. being transported by that **insured**;

- B. Exclusion A.5. is deleted and replaced by the following:

We do not provide Liability Coverage for any **insured**:

5. For that **insured's** liability arising out of the ownership or operation of a vehicle while it is being used:
 - a. As a public or livery conveyance. This includes but is not limited to any period of time a vehicle is being used by any **insured** who is logged into a:
 - (1) **Transportation network platform** as a driver, whether or not a passenger is occupying the vehicle.
 - (2) **Transportation network platform** or **delivery network platform** as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.
 - b. For the delivery of food, goods, items or products, including but not limited to newspapers and magazines, except as provided in Paragraph a.(2).

This exclusion (A.5.) does not apply to:

- a. A share-the-expense car pool; or
- b. The ownership or operation of a vehicle while it is being used for volunteer or charitable purposes.

- C. The following Exclusion A.10. is added:

We do not provide Liability Coverage for any **insured**:

10. For the ownership, maintenance or use of **your covered auto** while being used by anyone other than you or any **family member** in exchange for compensation.

- D. The following Exclusion B.3. is added:

We do not provide Liability Coverage for the ownership, maintenance or use of:

3. Any vehicle while participating in any prearranged, organized, or spontaneous:
 - a. racing contest, speed contest, demolition, stunt activity, or competitive driving event, or in practice or preparation for any such contest or use of this type; or
 - b. use of a vehicle at a facility designed for racing or high performance driving unless such use is for an activity other than high performance driving, high speed driving, and other than those activities listed in 3.a. above.

This exclusion applies only to the extent that the limit of liability of this policy exceeds the minimum limit required by the financial responsibility law of North Carolina.

- E. The following provision is added following the **Other Insurance** provision:

Appraisal – Diminution in Value

If there is no dispute between the claimant and us regarding the **insured's** liability for the property damage to the claimant's vehicle, but:

- a. the claimant and we fail to agree as to the difference in fair market value of the vehicle immediately before the accident and immediately after the accident; and
- b. the difference in the claimant's and our estimate of the diminution in fair market value is greater than two thousand dollars (\$2,000) or twenty-five percent (25%) of the fair market retail value of the vehicle prior to the accident as determined by the latest edition of the National Automobile Dealers Association Pricing Guide Book or other publications approved by the Commissioner of Insurance, whichever is less; then

on the written demand of either the claimant or us, the dispute regarding the amount of the diminution in value shall be determined by appraisal in accordance with G.S. 20-279.21(d1).

3. Part B – MEDICAL PAYMENTS COVERAGE

A. Exclusion 1. is deleted and replaced by the following:

We do not provide Medical Payments Coverage for any **insured** for **bodily injury**:

1. Sustained while occupying **your covered auto** when it is being used:
 - a. As a public or livery conveyance. This includes but is not limited to any period of time your **covered auto** is being used by any **insured** who is logged into a:
 - (1) **Transportation network platform** as a driver, whether or not a passenger is occupying the vehicle.
 - (2) **Transportation network platform** or **delivery network platform** as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.
 - b. For the delivery of food, goods, items or products, including but not limited to newspapers and magazines, except as provided in Paragraph a.(2).

This exclusion (1.) does not apply:

- a. To a share-the-expense car pool; or
- b. While **your covered auto** is being used for volunteer or charitable purposes.

B. The following Exclusions 12. and 13. are added:

We do not provide Medical Payments Coverage for any **insured** for **bodily injury**:

12. Sustained while **occupying** any vehicle participating in any prearranged, organized, or spontaneous:
 - a. racing contest, speed contest, demolition, stunt activity, or competitive driving event, or in practice or preparation for any such contest or use of this type; or
 - b. use of a vehicle at a facility designed for racing or high performance driving unless such use is for an activity other than high performance driving, high speed driving, and other than those activities listed in 12.a. above.
13. Sustained while **occupying**, or when struck by, **your covered auto** while being used by anyone other than you or any **family member** in exchange for compensation.

4. Part C1 – UNINSURED MOTORISTS COVERAGE

Part C1 is deleted.

5. Part C2 – COMBINED UNINSURED/UNDER-INSURED MOTORISTS COVERAGE

Part C2 is amended as follows:

For purposes of this Policy, Combined Uninsured/Underinsured Motorists Coverage refers to Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage.

A. The definition of **underinsured motor vehicle** is replaced by the following:

Underinsured motor vehicle means a land motor vehicle or trailer of any type:

1. The ownership, maintenance or use of which is insured or bonded for liability at the time of accident; and
2. The sum of the limits of liability under all **bodily injury** liability bonds and insurance policies applicable at the time of the accident is equal to or greater than the minimum limit specified by the financial responsibility law of North Carolina and:
 - a. is less than the total damages sustained by an individual seeking payment of benefits under this coverage; or
 - b. the total limit of liability available has been exhausted by payment to more than one individual and the total amount actually paid to an individual seeking payment of benefits under this coverage from the exhaustion of the total limit of liability available is less than the total damages sustained by that individual.

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

1. Operated on rails or crawler treads.
2. Which is a farm-type tractor or other vehicle designed for use principally off public roads and while not upon public roads.
3. While located for use as a residence or premises.
4. Which is an **uninsured motor vehicle**.
5. Which is insured under Liability Coverage of this policy if such policy's limit of liability for Combined Uninsured/Underinsured Motorists Bodily Injury Coverage is equal to or less than its limit of liability for Liability Coverage.

B. Exclusion A.2. Is deleted and replaced by the following:

We do not provide coverage for **property damage** or **bodily injury** caused by an uninsured motor vehicle and sustained by any **insured**:

2. When **your covered auto** is being used:

- a. As a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a:
 - (1) **Transportation network platform** as a driver, whether or not a passenger is occupying the vehicle.
 - (2) **Transportation network platform** or **delivery network platform** as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.
- b. For the delivery of food, goods, items or products, including but not limited to newspapers and magazines, except as provided in Paragraph a.(2).

This exclusion (A.2.) does not apply:

- a. To a share-the-expense car pool; or
- b. When **your covered auto** is being used for volunteer or charitable purposes.

C. The following Exclusion A.8. is added:

We do not provide coverage for **property damage** or **bodily injury** caused by an uninsured motor vehicle and sustained by any **insured**:

8. When **your covered auto** is being used by anyone other than you or any **family member** in exchange for compensation.

D. Exclusion C.2. is deleted and replaced by the following:

We do not provide coverage for **bodily injury** caused by an **underinsured motor vehicle** and sustained by any **insured**:

2. When **your covered auto** is being used:

- a. As a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** is being used by any **insured** who is logged into a:
 - (1) **Transportation network platform** as a driver, whether or not a passenger is occupying the vehicle.
 - (2) **Transportation network platform** or **delivery network platform** as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.

This exclusion (2.a.) does not apply to a share-the-expense car pool.

- b. For the delivery of food, goods, items or products, including but not limited to newspapers and magazines, except as provided in Paragraph a.(2).

This exclusion (C.2.) does not apply:

- a. To a share-the-expense car pool; or
- b. When **your covered auto** is being used for volunteer or charitable purposes.

E. The following Exclusion C.6. is added:

We do not provide coverage for **bodily injury** caused by an **underinsured motor vehicle** and sustained by any **insured**:

- 6. While **occupying**, or when struck by, **your covered auto** while being used by anyone other than you or any **family member** in exchange for compensation.

F. The **Limit of Liability** is deleted and replaced by the following:

LIMIT OF LIABILITY

- 1. The limit of bodily injury liability shown in the [Schedule or] Declarations for each person for Combined Uninsured/Underinsured Motorists Bodily Injury Coverage is our maximum limit of liability for all damages for **bodily injury**, including damages for care, loss of services or death, sustained by any one person in any one auto accident.

Subject to this limit for each person, the limit of bodily injury liability shown in the [Schedule or] Declarations for each accident for Combined Uninsured/Underinsured Motorists Bodily Injury Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident. The limit of property damage liability shown in the [Schedule or] Declarations for each accident for Uninsured Motorists Property Damage Coverage is our maximum limit of liability for all damages for **property damage** caused by an **uninsured motor vehicle** and resulting from any one accident.

This is the most we will pay for **bodily injury** and **property damage** regardless of the number of:

- a. **Insureds**;
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations; or
- d. Vehicles involved in the accident.

- 2. The most we will pay for **bodily injury** damages to an **insured** under this coverage is the lesser of:

- a. the limit of bodily injury liability shown in the [Schedule or] Declarations for each person for this coverage; or
- b. the damages sustained by the **insured** for **bodily injury** reduced by

all sums paid or payable because of the **bodily injury** under any workers' compensation law. However, this reduction does not apply to the extent that an employer's lien is required to be paid under North Carolina's workers' compensation law.

However, if the **underinsured motor vehicle** is insured under Liability Coverage of this policy, the most we will pay for **bodily injury** damages to an **insured** under this coverage is that amount of underinsured motorists bodily injury coverage under this policy which exceeds this policy's bodily injury liability limits.

- 3. No payment will be made under this coverage for loss paid or payable to the **insured** under Part D or any policy of property insurance.
- 4. Any payment to any person under this coverage will reduce any amount that person is entitled to recover for the same elements of loss under Part A.
- 5. This coverage is excess over and shall not duplicate any amount paid or payable under Part B.
- 6. No individual will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A. of this Policy.
- 7. 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.
- 8. 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 disability benefits or similar law.

G. The **Arbitration** provision is deleted and replaced by the following:

ARBITRATION

- 1. If we and an **insured** do not agree:

a. Whether that **insured** is legally entitled to recover compensatory damages from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; or

b. As to the amount of such compensatory damages;

then the matter may be arbitrated. Both parties must agree to arbitration.

For purposes of an:

(1) Uninsured Motorists Coverage claim, if an **insured** files a lawsuit against us or an owner or operator of an **uninsured motor vehicle** seeking damages that are the subject of the claim for Uninsured Motorists Coverage under this policy, the **insured** shall have the right to request arbitration only if such lawsuit is filed within the time limit required by the laws of the state where the accident occurred for filing a lawsuit against the owner or operator of the **uninsured motor vehicle** for the damages arising out of the accident and only if the **insured** gives us a written request for arbitration within thirty (30) days after the filing of such lawsuit.

(2) Underinsured Motorists Coverage claim, if an **insured** files a lawsuit against an owner or operator of an **underinsured motor vehicle** seeking damages that are the subject of the claim for Underinsured Motorists Coverage under this policy, the **insured** shall have the right to request arbitration only if the insured gives us a written request for arbitration within thirty (30) days after the later of:

(a) The date we advance payment to the **insured** in an amount equal to a tentative settlement between the **insured** and the owner or operator of the **underinsured motor vehicle**;

(b) The date any applicable liability bonds or policies have been exhausted by payments of judgments or settlements; or

(c) The date the **insured** files a lawsuit against an owner or operator of an **underinsured motor vehicle** seeking damages that are the subject of the claim for Underinsured Motorists Coverage under this policy, provided that such lawsuit is filed within the time limit required by the laws of the state where the accident occurred for filing a lawsuit against the owner or operator of the **underinsured motor vehicle** for the damages arising out of the accident.

2. The following procedures will be used:

a. Each party will select a competent arbitrator. The two so selected will select a third competent and disinterested arbitrator.

b. If the third arbitrator is not selected within 30 days, the **insured** or we may request a judge of a court of record to name one. The court must be in the county and state in which arbitration is pending.

c. Each party will pay its chosen arbitrator. Each will pay half of all other expenses of arbitration. Fees to lawyers and expert witnesses are not considered arbitration expenses and are to be paid by the party hiring these persons.

d. Unless the **insured** and we agree otherwise, arbitration will take place in the county and state in which the **insured** lives. Arbitration will be subject to the usual rules of procedure and evidence in such county and state. The arbitrators will resolve the issues. A written decision on which two arbitrators agree will be binding on the **insured** and us.

e. Judgment upon award may be entered in any proper court.

f. As an alternative, the **insured** and we may agree to arbitrate by rules other than stated above.

6. PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

A. Exclusion 1. Is replaced by the following:

We will not pay for:

1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used:

a. As a public or livery conveyance. This includes but is not limited to any period of time **your covered auto** or any **non-owned auto** is being used by any person who is logged into a:

- (1) **Transportation network platform** as a driver, whether or not a passenger is occupying the vehicle.
- (2) **Transportation network platform** or **delivery network platform** as a driver to provide delivery services, including courier services, whether or not the food, goods, items or products to be delivered are in the vehicle.

b. For the delivery of food, goods, items or products, including but not limited to newspapers and magazines, except as provided in Paragraph a.(2).

This exclusion (1.) does not apply:

- a. To a share-the-expense car pool; or
- b. While **your covered auto** or any **non-owned auto** is being used for volunteer or charitable purposes.

B. Exclusion 9. is changed by deleting the following:

This exclusion does not apply to the interests of Loss Payees in **your covered auto**.

C. The following Exclusions 14 ,15, and 16 are added:

We will not pay for:

14. Loss to your **covered auto** or any **non-owned auto** while participating in any prearranged, organized, or spontaneous:
 - a. racing contest, speed contest, demolition, stunt activity, or competitive driving event, or in practice or preparation for any such contest or use of this type; or
 - b. use of a vehicle at a facility designed for racing or high performance driving unless such use is for an activity other than high performance driving, high speed driving, and other than those activities listed in 14.a. above.
15. Loss to **your covered auto** which occurs while being used by anyone other than you or any **family member** in exchange for compensation.
16. Loss arising out of any act committed:
 - a. by or at the direction of you or any **family member**; and
 - b. with the intent to cause a loss.

7. Part E – DUTIES AFTER AN ACCIDENT OR LOSS – FILING A CLAIM

Part E is amended as follows:

A. The lead-in paragraph of the **Additional Duties For Uninsured And Combined Uninsured/Underinsured Motorists Coverage** provision is replaced by the following:

A person seeking Combined Uninsured/Underinsured Motorists Bodily Injury Coverage or Uninsured Motorists Property Damage Coverage must also:

B. Paragraph 3. of the **Additional Duties For Coverage For Damage To Your Auto** provision is replaced by the following:

3. Permit us to inspect and appraise the damaged property, including but not limited to any damaged glass or windshield, before its repair, replacement or disposal.

8. Part F – GENERAL PROVISIONS

Part F is amended as follows:

A. Paragraph A of the **Our Right To Recover Payment** provision is replaced by the following:

A. 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:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights under this paragraph do not apply to:

- a. Part B;
- b. Part C2, as those parts contain separate provisions which state our right to recover payment under those Parts;

- c. Part D, against any person using **your covered auto** with a reasonable belief that that person is entitled to do so.
- B. The **Cancellation** provision is amended as follows:
1. Paragraphs 2 and 3 are replaced by the following:
 2. We may cancel the Liability, Medical Payments, Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages by mailing by first class mail to the named insured shown in the Declarations at the last known address:
 - a. at least 15 days notice if cancellation is for nonpayment of premium; or
 - b. at least 60 days notice in all other cases.
 3. We may cancel any coverage other than Liability, Medical Payments, Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages by mailing to the named insured shown in the Declarations at the last known address 10 days notice.
 2. The lead-in to paragraph 4 is replaced by the following:
 4. We will cancel the Liability, Medical Payments, Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages only for the following reasons:
 3. The following is added to paragraph 4 of the **Cancellation** provision:
 - g. The named **insured** is no longer an eligible risk under G.S. 58-37-1.
 - h. Any other reason permitted by the North Carolina General Statutes.
- C. **Nonrenewal** provision is deleted and replaced by the following:

Nonrenewal. If we decide not to renew or continue the Liability, Medical Payments, Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage Coverages of this policy we will mail notice to the named insured shown in the Declarations at the last known address. Notice will be mailed at least 60 days before the end of the policy period. If we decide not to renew or continue any other coverage, we will mail the notice at least 10 days before the end of the policy period. We will refuse to renew or continue this policy only as permitted by the laws of North Carolina.

- D. **Other Termination Provisions** is deleted and replaced by the following:
1. If the law in effect in North Carolina at the time this policy is issued, renewed or continued:
 - a. requires a longer notice period;
 - b. requires a special form of or procedure for giving notice;
 - c. modifies any of the stated termination reasons; or;
 - d. adds any additional termination reasons;
 we will comply with those requirements and this policy shall be deemed amended to include any such change in the law.
 2. Proof of mailing of any notice shall be sufficient proof of notice.
 3. If the named **insured** or a premium finance company cancels this policy, the premium owed or premium refund due will be calculated according to the short rate provisions contained in our manuals. If we cancel this policy, any premium owed or premium refund will be calculated on a pro-rata basis. However, making or offering to make the refund is not a condition of cancellation.
 4. The effective date of cancellation stated in the notice shall become the end of the policy period.
- E. The following is added to the **Transfer Of Your Interest In This Policy** provision:

The benefits of this Policy that may be available to you following a covered loss may not be assigned unless:

1. All duties listed under the **Additional Duties For Damage To Your Auto** provision in Part E – **Duties After An Accident Or Loss – Filing A Claim** are performed by a person seeking coverage;

2. An inspection of the damage has been conducted by an adjuster authorized by us, or we give our consent; and
3. Any Assignee receiving a benefit under this Policy assigned under this provision for damage to **your covered auto** is subject to all duties and conditions under the policy. This includes the Appraisal Clause under Part D - **Coverage For Damage To Your Auto** to resolve disagreements on the amount of loss.

NOTICE OF CANCELLATION OR REFUSAL TO RENEW (NORTH CAROLINA)

of _____

(Kind of Policy)

Policy Number	Issued through agency or office at:	Cancellation or Termination will take effect at (date) (Hour Standard Time)	Date of Notice

THIS NOTICE MAILED TO:

Paragraph applicable is marked [x]

CANCELLATION OF EXISTING POLICY

You are hereby notified, in accordance with the terms and conditions of the above numbered policy and in accordance with law, that your insurance will cease at and from the hour and date indicated above. If premium has been paid, premium adjustment will be made as soon as practicable.

CANCELLATION OF EXISTING COVERAGE(S)

You are hereby notified, in accordance with the terms and conditions of the above numbered policy and in accordance with law, that your insurance for certain coverage(s) will cease at and from the hour and date indicated above. If premium has been paid for such coverage(s), premium adjustment will be made as soon as practicable.

Coverage(s) To Which This Cancellation Applies:

NON-RENEWAL OF PRESENT POLICY

You are hereby notified, in accordance with law, that the above numbered policy will expire effective at and from the hour and date indicated above and the policy will not be renewed.

NON-RENEWAL OF PRESENT COVERAGE(S)

You are hereby notified, in accordance with the terms and conditions of the above numbered policy and in accordance with law, that your insurance for certain coverage(s) will cease at and from the hour and date indicated above.

Coverage(s) To Which This Non-renewal Applies:

THIS ACTION HAS BEEN TAKEN FOR THE FOLLOWING SPECIFIC REASON OR REASONS

CONTINUOUS FINANCIAL RESPONSIBILITY (LIABILITY INSURANCE) REQUIRED

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Nothing in the following advisory language affects or modifies the notice of cancellation or the notice of nonrenewal above. YOU ARE CAUTIONED THAT UNDER NORTH CAROLINA LAW YOU MUST MAINTAIN FINANCIAL RESPONSIBILITY (LIABILITY INSURANCE) CONTINUOUSLY THROUGHOUT YOUR MOTOR VEHICLE'S REGISTRATION PERIOD. OPERATION OF A MOTOR VEHICLE WITHOUT MAINTAINING SUCH FINANCIAL RESPONSIBILITY IS A CLASS 3 MISDEMEANOR, AND THE PENALTIES FOR SUCH OPERATION INCLUDE LOSS OF YOUR VEHICLE'S LICENSE PLATE, IMPRISONMENT OF UP TO 20 DAYS, A FINE UP TO \$200 AND A PENALTY UP TO \$150.

If your liability coverage is being cancelled, you SHOULD contact your present agent or any other licensed agent to secure replacement insurance in order to maintain continuous financial responsibility.

INFORMATION REGARDING YOUR RIGHT TO A REVIEW

You are hereby advised that North Carolina law provides that you have the right to make a written request to the Commissioner of Insurance, within 10 days after you receive this notice, that the Commissioner review the action of the insurer. Your right to a review applies under the law only to the cancellation of or refusal to renew AUTOMOBILE LIABILITY, MEDICAL PAYMENTS, ~~AND UNINSURED MOTORISTS OR COMBINED UNINSURED/UNDERINSURED MOTORISTS~~ BODILY INJURY AND UNINSURED MOTORISTS PROPERTY DAMAGE INSURANCE coverages, NOT to the cancellation of or refusal to renew any other coverages, including collision or comprehensive coverages. Your request for a review by the Commissioner should be addressed to: Commissioner of Insurance, North Carolina Department of Insurance, 1201 Mail Service Center, Raleigh, North Carolina 27699-1201. You should clearly state the reasons for your request AND enclose a copy of this notice. If you deny the truth or accuracy of any reason or fact stated in this notice, you should state in your written request that you deny it and identify the particular reason or fact that you deny.

Company Name: _____

Address: _____

By: _____

(Authorized Signature)

ENCL: Summary of Rights

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NOTICE OF CANCELLATION OR REFUSAL TO RENEW (NORTH CAROLINA)

of _____

(Kind of Policy)

Policy Number	Issued through agency or office at:	Cancellation or Termination will take effect at (date) (Hour Standard Time)	Date of Notice

THIS NOTICE MAILED TO:

Paragraph applicable is marked [x]

[] CANCELLATION OF EXISTING POLICY

You are hereby notified, in accordance with the terms and conditions of the above numbered policy and in accordance with law, that your insurance will cease at and from the hour and date indicated above. If premium has been paid, premium adjustment will be made as soon as practicable.

[] CANCELLATION OF EXISTING COVERAGE(S)

You are hereby notified, in accordance with the terms and conditions of the above numbered policy and in accordance with law, that your insurance for certain coverage(s) will cease at and from the hour and date indicated above. If premium has been paid for such coverage(s), premium adjustment will be made as soon as practicable.

Coverage(s) To Which This Cancellation Applies:

[] NON-RENEWAL OF PRESENT POLICY

You are hereby notified, in accordance with law, that the above numbered policy will expire effective at and from the hour and date indicated above and the policy will not be renewed.

[] NON-RENEWAL OF PRESENT COVERAGE(S)

You are hereby notified, in accordance with the terms and conditions of the above numbered policy and in accordance with law, that your insurance for certain coverage(s) will cease at and from the hour and date indicated above.

Coverage(s) To Which This Non-renewal Applies:

THIS ACTION HAS BEEN TAKEN FOR THE FOLLOWING SPECIFIC REASON OR REASONS

CONTINUOUS FINANCIAL RESPONSIBILITY (LIABILITY INSURANCE) REQUIRED

Nothing in the following advisory language affects or modifies the notice of cancellation or the notice of nonrenewal above. YOU ARE CAUTIONED THAT UNDER NORTH CAROLINA LAW YOU MUST MAINTAIN FINANCIAL RESPONSIBILITY (LIABILITY INSURANCE) CONTINUOUSLY THROUGHOUT YOUR MOTOR VEHICLE'S REGISTRATION PERIOD. OPERATION OF A MOTOR VEHICLE WITHOUT MAINTAINING SUCH FINANCIAL RESPONSIBILITY IS A CLASS 3 MISDEMEANOR, AND THE PENALTIES FOR SUCH OPERATION INCLUDE LOSS OF YOUR VEHICLE'S LICENSE PLATE, IMPRISONMENT OF UP TO 20 DAYS, A FINE UP TO \$200 AND A PENALTY UP TO \$150.

If your liability coverage is being cancelled, you SHOULD contact your present agent or any other licensed agent to secure replacement insurance in order to maintain continuous financial responsibility.

INFORMATION REGARDING YOUR RIGHT TO A REVIEW

You are hereby advised that North Carolina law provides that you have the right to make a written request to the Commissioner of Insurance, within 10 days after you receive this notice, that the Commissioner review the action of the insurer. Your right to a review applies under the law only to the cancellation of or refusal to renew AUTOMOBILE LIABILITY, MEDICAL PAYMENTS, COMBINED UNINSURED/UNDERINSURED MOTORISTS BODILY INJURY AND UNINSURED MOTORISTS PROPERTY DAMAGE INSURANCE coverages, NOT to the cancellation of or refusal to renew any other coverages, including collision or comprehensive coverages. Your request for a review by the Commissioner should be addressed to: Commissioner of Insurance, North Carolina Department of Insurance, 1201 Mail Service Center, Raleigh, North Carolina 27699-1201. You should clearly state the reasons for your request AND enclose a copy of this notice. If you deny the truth or accuracy of any reason or fact stated in this notice, you should state in your written request that you deny it and identify the particular reason or fact that you deny.

Company Name: _____

Address: _____

By: _____

(Authorized Signature)

ENCL: Summary of Rights

SUSPENSION OF INSURANCE

Coverage	(a) All Autos	(b) All of Your Covered Autos	(c) Autos Listed Below
Liability	()	()	()
Medical Payments	()		()
<u>Combined</u> <u>Uninsured/Underinsured</u> <u>Motorists</u> <u>Bodily Injury</u> <u>and Uninsured Motorists</u> <u>Property Damage</u>	()		()
Collision	()	()	()
_____	()		()
_____	()	()	()

Autos: _____

This policy is suspended as of the effective date of this endorsement for the listed coverages and autos.

If coverage is suspended for at least thirty consecutive days, you will be entitled to a refund.

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SUSPENSION OF INSURANCE

Coverage	(a) All Autos	(b) All of Your Covered Autos	(c) Autos Listed Below
Liability	()	()	()
Medical Payments	()		()
Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage	()		()
Collision	()	()	()
_____	()		()
_____	()	()	()

Autos: _____

This policy is suspended as of the effective date of this endorsement for the listed coverages and autos.

If coverage is suspended for at least thirty consecutive days, you will be entitled to a refund.

**SNOWMOBILE ENDORSEMENT
SCHEDULE**

Description Of Snowmobile	Passenger Hazard Excluded	
1.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Coverage is provided where a premium and a limit of liability is shown for the coverage.

Coverages	Limit Of Liability	Premium		
		Veh. 1	Veh. 2	Veh. 3
Liability	\$ _____ Each Accident	\$	\$	\$
Medical Payments	\$ _____ Each Person	\$	\$	\$
Combined Uninsured/Underinsured Motorists	\$ _____ Each Accident	\$	\$	\$
Collision	\$ _____ Less \$ _____ Ded.	\$	\$	\$
	\$ _____ Less \$ _____ Ded.	\$	\$	\$
	\$ _____ Less \$ _____ Ded.	\$	\$	\$
Other Than Collision	\$ _____ Less \$ _____ Ded.	\$	\$	\$
	\$ _____ Less \$ _____ Ded.	\$	\$	\$
	\$ _____ Less \$ _____ Ded.	\$	\$	\$
	Total Premium	\$		

Vehicle	Coverages	Limit Of Liability	Premium
	Liability		
1.	Bodily Injury	\$ _____ Each Person \$ _____ Each Accident	\$
	Property Damage	\$ _____ Each Accident	\$
2.	Bodily Injury	\$ _____ Each Person \$ _____ Each Accident	\$
	Property Damage	\$ _____ Each Accident	\$
3.	Bodily Injury	\$ _____ Each Person \$ _____ Each Accident	\$
	Property Damage	\$ _____ Each Accident	\$
	Medical Payments		
1.		\$ _____ Each Person	\$
2.		\$ _____ Each Person	\$
3.		\$ _____ Each Person	\$
1.	Uninsured/Underinsured Motorists Bodily Injury	\$ _____ Each Person \$ _____ Each Accident	INCL
	Uninsured Motorists Property Damage	\$ _____ Each Accident	INCL

R E V I S E D

<u>2.</u>	<u>Uninsured/Underinsured Motorists Bodily Injury</u>	\$		<u>Each Person</u>	<u>INCL</u>
		\$		<u>Each Accident</u>	
	<u>Uninsured Motorists Property Damage</u>	\$		<u>Each Accident</u>	<u>INCL</u>
<u>3.</u>	<u>Uninsured/Underinsured Motorists Bodily Injury</u>	\$		<u>Each Person</u>	<u>INCL</u>
		\$		<u>Each Accident</u>	
	<u>Uninsured Motorists Property Damage</u>	\$		<u>Each Accident</u>	<u>INCL</u>
	<u>Collision</u>				
<u>1.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
<u>2.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
<u>3.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
	<u>Other Than Collision</u>				
<u>1.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
<u>2.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
<u>3.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
				<u>Total Premium</u>	\$
<u>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</u>					

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With respect to the **snowmobiles** and coverages listed 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, the terms **auto, motor vehicle and vehicle** are replaced by the term **snowmobile** except for Uninsured Motorists Coverage. In Uninsured Motorists Coverage, the term **uninsured motor vehicle** includes a **snowmobile**.

- B. The reference to "Declarations" in the Limit of Liability provisions of the policy includes "Schedule".

C. The following definition is added:
snowmobile means:

- 1. A land motor vehicle which is:
 - a. Designed for use mainly off public roads on snow or ice; and
 - b. Propelled solely by means of the following or similar mechanical devices:
 - (1) Wheels;
 - (2) Crawler-type treads; or

- (3) Belts.
- 2. A **trailer** designed for being towed by, but not for transporting, a vehicle described in 1. above.

However, **snowmobile** does not include any vehicle which is propelled by airplane type propellers or fans.

D. The term **your covered auto** is replaced by the term your covered **snowmobile**. **Your covered snowmobile** means:

- 1. Any **snowmobile** shown in the Schedule or in the Declarations.
- 2. Any **snowmobile** on the date you become the owner. This provision applies only if you:
 - a. Acquire the **snowmobile** during the policy period; and
 - b. Ask us to insure it within 30 days after you become the owner.
- 3. Any **snowmobile** you do not own while used as a temporary substitute for any other **snowmobile** described in this definition which is out of normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

II. Part A – Liability Coverage

Part A is amended as follows with respect to a **snowmobile**:

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 any **snowmobile**.
- 2. Any person using **your covered snowmobile**.
- 3. For your covered **snowmobile**, 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.
- 4. For any **snowmobile**, other than **your covered snowmobile**, any person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This provision applies only if the person or organization does not own or hire the **snowmobile**.

B. The **Exclusions** Section is amended as follows:

- 1. Exclusions A.6. and A.7. are replaced by the following:

We do not provide Liability Coverage for any **insured** maintaining or using a **snowmobile** in any business.

2. The following exclusions are added to Section B:

We do not provide Liability Coverage for the ownership, maintenance or use of:

a. Any **snowmobile** while rented to or leased to any **insured** or organization other than you; or

b. Any **snowmobile**:

~~a.~~(1) operated in; or

~~b.~~(2) while in practice or preparation for; any racing or speed contest regardless of whether such contest is prearranged or organized.

3. The following exclusion applies under Section A. to any **snowmobile** 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** to any person while **occupying**, or while being towed by, the described **snowmobile**.

C. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other collectible insurance.

III. Part B – Medical Payments Coverage

Part B is amended as follows with respect to a **snowmobile**:

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

Insured means:

- 1. You or any **family member**:
 - a. While **occupying**; or
 - b. As a pedestrian when struck by; a **snowmobile**.
- 2. Any other person while **occupying your covered snowmobile**.

B. The **Exclusions** Section is amended as follows:

- 1. Exclusions 3, 8 and 9 are replaced by the following:

We do not provide Medical Payments Coverage for any insured for **bodily injury** sustained while **occupying** a **snowmobile** when it is being used in the **business** of an **insured**.

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2. The following exclusions are added:

We do not provide Medical Payments Coverage for any insured for **bodily injury**:

a. Sustained while **occupying** any **snowmobile** while rented or leased to any person or organization other than you; or

b. Sustained while **occupying** any **snowmobile**:

a.1) operated in; or

b.2) while in practice or preparation for:
any racing or speed contest regardless of whether such contest is prearranged or organized.

C. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

IV. Part C2 – Combined Uninsured/Underinsured Motorists Coverage

Part C2 is amended as follows with respect to a **snowmobile**:

A. Except for a **snowmobile**, a vehicle operated on rails or crawler-treads is not an **uninsured motor vehicle**.

B. Except for a **snowmobile**, a vehicle operated on rails or crawler-treads is not an **underinsured motor vehicle**.

BC. The following exclusions are added to Section A of the Exclusions Section:

We do not provide coverage for **property damage** or **bodily injury** sustained by any **insured**:

1. While **occupying** any **snowmobile** while rented or leased to any **insured** or organization other than you; or

2. While **occupying** any **snowmobile**;
a. operated in; or
b. while in practice or preparation for:
any racing or speed contest regardless of whether such contest is prearranged or organized.

CD. The **Other Insurance Provision** is replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other collectible insurance.

V. Part D – Coverage For Damage To Your Auto

Part D is amended by adding the following to the Exclusions Section:

We will not pay for:

A. Loss to any **snowmobile** while rented or leased to any **insured** or organization other than you; or

B. Loss to any **snowmobile**:

a.1. operated in; or

b.2. while in practice or preparation for:
any racing or speed contest regardless of whether or not such contest is prearranged or organized.

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SNOWMOBILE ENDORSEMENT

SCHEDULE

Description Of Snowmobile		Passenger Hazard Excluded		
1.		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
2.		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
3.		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Coverage is provided where a premium and a limit of liability is shown for the coverage.				
Vehicle	Coverages	Limit Of Liability		Premium
	Liability			
1.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$
2.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$
3.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$
	Medical Payments			
1.		\$	Each Person	\$
2.		\$	Each Person	\$
3.		\$	Each Person	\$
1.	Unin-sured/Underinsured Motorists Bodily Injury	\$	Each Person	INCL
		\$	Each Accident	
	Uninsured Motorists Property Damage	\$	Each Accident	INCL
2.	Unin-sured/Underinsured Motorists Bodily Injury	\$	Each Person	INCL
		\$	Each Accident	
	Uninsured Motorists Property Damage	\$	Each Accident	INCL
3.	Unin-sured/Underinsured Motorists Bodily Injury	\$	Each Person	INCL
		\$	Each Accident	
	Uninsured Motorists Property Damage	\$	Each Accident	INCL

Vehicle	Coverages	Limit Of Liability		Premium
	Collision			
1.		\$	Less \$	Deductible \$
2.		\$	Less \$	Deductible \$
3.		\$	Less \$	Deductible \$
Vehicle	Coverages	Limit Of Liability		Premium
	Other Than Collision			
1.		\$	Less \$	Deductible \$
2.		\$	Less \$	Deductible \$
3.		\$	Less \$	Deductible \$
Total Premium				\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

With respect to the **snowmobiles** and coverages listed 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, the terms **auto, motor vehicle and vehicle** are replaced by the term **snowmobile** except for Uninsured Motorists Coverage. In Uninsured Motorists Coverage, the term **uninsured motor vehicle** includes a **snowmobile**.
- B. The reference to “Declarations” in the Limit of Liability provisions of the policy includes “Schedule”.
- C. The following definition is added:
snowmobile means:
 - 1. A land motor vehicle which is:
 - a. Designed for use mainly off public roads on snow or ice; and
 - b. Propelled solely by means of the following or similar mechanical devices:
 - (1) Wheels;
 - (2) Crawler-type treads; or
 - (3) Belts.
 - 2. A **trailer** designed for being towed by, but not for transporting, a vehicle described in 1. above.

However, **snowmobile** does not include any vehicle which is propelled by airplane type propellers or fans.

D. The term **your covered auto** is replaced by the term your covered **snowmobile**. **Your covered snowmobile** means:

- 1. Any **snowmobile** shown in the Schedule or in the Declarations.
- 2. Any **snowmobile** on the date you become the owner. This provision applies only if you:
 - a. Acquire the **snowmobile** during the policy period; and
 - b. Ask us to insure it within 30 days after you become the owner.
- 3. Any **snowmobile** you do not own while used as a temporary substitute for any other **snowmobile** described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

II. Part A – Liability Coverage

Part A is amended as follows with respect to a **snowmobile**:

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 any **snowmobile**.
 2. Any person using **your covered snowmobile**.
 3. For your covered **snowmobile**, 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.
 4. For any **snowmobile**, other than **your covered snowmobile**, any person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This provision applies only if the person or organization does not own or hire the **snowmobile**.
- B. The **Exclusions** Section is amended as follows:
1. Exclusions A.6. and A.7. are replaced by the following:
We do not provide Liability Coverage for any **insured** maintaining or using a **snowmobile** in any business.
 2. The following exclusions are added to Section B:
We do not provide Liability Coverage for the ownership, maintenance or use of:
 - a. Any **snowmobile** while rented to or leased to any **insured** or organization other than you; or
 - b. Any **snowmobile**:
 - (1) operated in; or
 - (2) while in practice or preparation for; any racing or speed contest regardless of whether such contest is prearranged or organized.
 3. The following exclusion applies under Section A. to any **snowmobile** 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** to any person while **occupying**, or while being towed by, the described **snowmobile**.
- C. The **Other Insurance** Provision is replaced by the following:
- OTHER INSURANCE**
- Any insurance we provide shall be excess over any other collectible insurance.

III. Part B – Medical Payments Coverage

Part B is amended as follows with respect to a **snowmobile**:

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

Insured means:

1. You or any **family member**:
 - a. While **occupying**; or
 - b. As a pedestrian when struck by; a **snowmobile**.
2. Any other person while **occupying your covered snowmobile**.

- B. The **Exclusions** Section is amended as follows:

1. Exclusions 3, 8 and 9 are replaced by the following:

We do not provide Medical Payments Coverage for any insured for **bodily injury** sustained while **occupying a snowmobile** when it is being used in the **business** of an **insured**.

2. The following exclusions are added:

We do not provide Medical Payments Coverage for any insured for **bodily injury**:

- a. Sustained while **occupying any snowmobile** while rented or leased to any person or organization other than you; or
- b. Sustained while **occupying any snowmobile**:
 - (1) operated in; or
 - (2) while in practice or preparation for; any racing or speed contest regardless of whether such contest is prearranged or organized.

- C. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

IV. Part C2 –Combined Uninsured/Underinsured Motorists Coverage

Part C2 is amended as follows with respect to a **snowmobile**:

- A. Except for a **snowmobile**, a vehicle operated on rails or crawler-treads is not an **uninsured motor vehicle**.

B. Except for a **snowmobile**, a vehicle operated on rails or crawler-treads is not an **underinsured motor vehicle**.

C. The following exclusions are added to Section A of the Exclusions Section:

We do not provide coverage for **property damage** or **bodily injury** sustained by any **insured**:

1. While **occupying** any **snowmobile** while rented or leased to any **insured** or organization other than you; or
2. While **occupying** any **snowmobile**;
 - a. operated in; or
 - b. while in practice or preparation for; any racing or speed contest regardless of whether such contest is prearranged or organized.

D. The **Other Insurance Provision** is replaced by the following:

OTHER INSURANCE

Any insurance we provide shall be excess over any other collectible insurance.

V. Part D – Coverage For Damage To Your Auto

Part D is amended by adding the following to the Exclusions Section:

We will not pay for:

- A. Loss to any **snowmobile** while rented or leased to any **insured** or organization other than you; or
- B. Loss to any **snowmobile**:
 1. operated in; or
 2. while in practice or preparation for; any racing or speed contest regardless of whether or not such contest is prearranged or organized.

NAMED NON-OWNER COVERAGE

I. DEFINITIONS

The Definitions Section is amended as follows:

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

Your covered auto means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto or station wagon type; or
- b. a pickup truck or van that:
 - (1) has a Gross Vehicle Weight as specified by the manufacturer of less than 14,000 pounds; 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.

This provision applies only if you:

- a. acquire the vehicle during the policy period; and
- b. ask us to insure it within 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to **newly acquired autos**.

II. LIABILITY COVERAGE

Part A is amended as follows:

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

Insured means:

- 1. You for the maintenance or use of any auto or **trailer**.
- 2. 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.
- 3. For any auto or **trailer** other than **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. This provision applies only if the person or organization does not own or hire the auto or **trailer**.

- B. The Exclusions Section is amended as follows:

- 1. Exclusions A.6. and A.7. are replaced by the following:

Maintaining or using any vehicle in the **business** of that **insured**. This exclusion does not apply to a vehicle you are operating or **occupying**.

- 2. Exclusion B.1. is replaced by the following:
Any vehicle, other than **your covered auto**, which is owned by you.
- 3. Exclusion B.2. is replaced by the following:
Any vehicle, other than **your covered auto**, which is owned by any **family member**. However, this exclusion does not apply to your maintenance or use of any vehicle which is owned by a **family member**.

- C. If the Declarations indicates an "each accident" limit of liability for Single Limit Liability Coverage, the Limit of Liability provision is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

- 1. **Insureds**;
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident.

- D. The Out of State Coverage provision is replaced by the following:

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

- 1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, your policy will provide the higher specified limit.

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2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

No one will be entitled to duplicate payments for the same elements of loss.

III. MEDICAL PAYMENTS COVERAGE

Part B is amended as follows:

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

Insured means:

1. You:
 - a. while **occupying**; or
 - b. as a pedestrian when struck by:
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while **occupying your covered auto**.

- B. The Exclusions Section is amended as follows:

1. Exclusion 4. is replaced by the following:
Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is owned by you.
2. Exclusions 3., 8. and 9. are replaced by the following:
Sustained while **occupying** any vehicle used in the **business** of that **insured**. This exclusion does not apply to a vehicle you are operating or **occupying**.

~~IV. UNINSURED MOTORISTS COVERAGE~~

~~Part C1 is amended as follows:~~

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

~~**Insured** means:~~

- ~~1. You.~~
- ~~2. Any other person **occupying your covered 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.~~

- ~~B. The first paragraph of the definition of **uninsured motor vehicle** is replaced by the following:~~

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

- ~~1. To which neither:
 - a. a liability bond or policy; nor
 - b. cash or securities on file with the North Carolina Commissioner of Motor Vehicles;**applies at the time of the accident.**~~
- ~~2. To which a liability bond or policy applies at the time of the accident provided its limit for liability is less than the minimum limit specified by the financial responsibility law of North Carolina.~~
- ~~3. Which, with respect to damages for **bodily injury** only, is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. you;
 - b. a vehicle which you are **occupying**; or
 - c. **your covered auto**.~~
- ~~4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent.~~

IV. COMBINED UNINSURED / UNDERINSURED MOTORISTS COVERAGE

Part C2 is amended as follows:

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

Insured means:

1. You.
2. Any other person **occupying your covered 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.

- B. The first paragraph of the definition of **uninsured motor vehicle** is replaced by the following:

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

1. To which neither:
 - a. a liability bond or policy; nor
 - b. cash or securities on file with the North Carolina Commissioner of Motor Vehicles;**applies at the time of the accident.**

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2. To which a liability bond or policy applies at the time of the accident; provided its limit for liability is less than the minimum limit specified by the financial responsibility law of North Carolina.
3. Which, with respect to damages for **bodily injury** only, is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. you;
 - b. a vehicle which you are **occupying**; or
 - c. **your covered auto**.
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company
 - a. denies coverage; or
 - b. is or becomes insolvent.

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NAMED NON-OWNER COVERAGE

I. DEFINITIONS

The Definitions Section is amended as follows:

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

Your covered auto means any of the following types of vehicles on the date you become the owner:

- a. a private passenger auto or station wagon type; or
- b. a pickup truck or van that:
 - (1) has a Gross Vehicle Weight as specified by the manufacturer of less than 14,000 pounds; 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.

This provision applies only if you:

- a. acquire the vehicle during the policy period; and
- b. ask us to insure it within 30 days after you become the owner.

This insurance does not apply if other insurance applies with respect to **newly acquired autos**.

II. LIABILITY COVERAGE

Part A is amended as follows:

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

Insured means:

1. You for the maintenance or use of any auto or **trailer**.
2. 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.
3. For any auto or **trailer** other than **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. This provision applies only if the person or organization does not own or hire the auto or **trailer**.

- B. The Exclusions Section is amended as follows:

1. Exclusions A.6. and A.7. are replaced by the following:

Maintaining or using any vehicle in the **business** of that **insured**. This exclusion does not apply to a vehicle you are operating or **occupying**.

2. Exclusion B.1. is replaced by the following:
Any vehicle, other than **your covered auto**, which is owned by you.
3. Exclusion B.2. is replaced by the following:
Any vehicle, other than **your covered auto**, which is owned by any **family member**. However, this exclusion does not apply to your maintenance or use of any vehicle which is owned by a **family member**.

- C. If the Declarations indicates an "each accident" limit of liability for Single Limit Liability Coverage, the Limit of Liability provision is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

- D. The Out of State Coverage provision is replaced by the following:

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, your policy will provide the higher specified limit.

2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

No one will be entitled to duplicate payments for the same elements of loss.

III. MEDICAL PAYMENTS COVERAGE

Part B is amended as follows:

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

Insured means:

1. You:
 - a. while **occupying**; or
 - b. as a pedestrian when struck by:
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while **occupying your covered auto**.

- B. The Exclusions Section is amended as follows:

1. Exclusion 4. is replaced by the following:
Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is owned by you.
2. Exclusions 3., 8. and 9. are replaced by the following:
Sustained while **occupying** any vehicle used in the **business** of that **insured**. This exclusion does not apply to a vehicle you are operating or **occupying**.

IV. COMBINED UNINSURED / UNDERINSURED MOTORISTS COVERAGE

Part C2 is amended as follows:

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

Insured means:

1. You.
2. Any other person **occupying your covered 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.

- B. The first paragraph of the definition of **uninsured motor vehicle** is replaced by the following:

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

1. To which neither:
 - a. a liability bond or policy; nor
 - b. cash or securities on file with the North Carolina Commissioner of Motor Vehicles;applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident; provided its limit for liability is less than the minimum limit specified by the financial responsibility law of North Carolina.
3. Which, with respect to damages for **bodily injury** only, is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. you;
 - b. a vehicle which you are **occupying**; or
 - c. **your covered auto**.
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company
 - a. denies coverage; or
 - b. is or becomes insolvent.

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

Coverage is provided where a premium and a limit of liability are shown for the coverage.

Vehicle	Coverages	Limit Of Liability	Premium
	<u>Liability</u>		
<u>1.</u>	<u>Bodily Injury</u>	\$ _____ \$ _____	\$ _____ \$ _____
	<u>Property Damage</u>	\$ _____	\$ _____
	<u>Bodily Injury</u>	\$ _____ \$ _____	\$ _____ \$ _____
<u>2.</u>	<u>Property Damage</u>	\$ _____	\$ _____
	<u>Bodily Injury</u>	\$ _____	\$ _____
<u>3.</u>	<u>Bodily Injury</u>	\$ _____	\$ _____

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		\$		<u>Each Accident</u>	
	<u>Property Damage</u>	\$		<u>Each Accident</u>	\$
	<u>Medical Payments</u>				
<u>1.</u>		\$		<u>Each Person</u>	\$
<u>2.</u>		\$		<u>Each Person</u>	\$
<u>3.</u>		\$		<u>Each Person</u>	\$
<u>1.</u>	<u>Uninsured/Underinsured Motorists Bodily Injury</u>	\$		<u>Each Person</u>	<u>INCL</u>
		\$		<u>Each Accident</u>	
	<u>Uninsured Motorists Property Damage</u>	\$		<u>Each Accident</u>	<u>INCL</u>
<u>2.</u>	<u>Uninsured/Underinsured Motorists Bodily Injury</u>	\$		<u>Each Person</u>	<u>INCL</u>
		\$		<u>Each Accident</u>	
	<u>Uninsured Motorists Property Damage</u>	\$		<u>Each Accident</u>	<u>INCL</u>
<u>3.</u>	<u>Uninsured/Underinsured Motorists Bodily Injury</u>	\$		<u>Each Person</u>	<u>INCL</u>
		\$		<u>Each Accident</u>	
	<u>Uninsured Motorists Property Damage</u>	\$		<u>Each Accident</u>	<u>INCL</u>
	<u>Collision</u>				
<u>1.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
<u>2.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
<u>3.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
	<u>Other Than Collision</u>				
<u>1.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
<u>2.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
<u>3.</u>		\$	<u>Less \$</u>	<u>Deductible</u>	\$
				<u>Total Premium</u>	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the **miscellaneous type vehicles** and coverages described in the [Schedule or] 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 vehicle** means a motorcycle, golfcart or other similar type vehicle and a snowmobile.

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] Declarations.
2. A **newly acquired auto**
3. Any **trailer** you own that is designed to be pulled by any **miscellaneous type vehicle** shown in the [Schedule or] Declarations.

4. Any **miscellaneous type vehicle** of the same type shown in the [Schedule or] Declarations that you do not own while used as a temporary substitute for a vehicle described in 1. or 2 of 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 **miscellaneous type vehicle** of the same type shown in the [Schedule or] Declarations that you become the owner of during the policy period.

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** to any person 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 [Schedule or] 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. Direct and accidental loss does not include any reduction in the value of any vehicle after it has been repaired, as compared to its value before it was damaged. We will pay for loss to **your covered auto** caused by:

- 1. **Other than collision** only if the [Schedule or] Declarations indicate that that **Other than Collision** coverage is provided for that vehicle.
- 2. **Collision** only if the [Schedule or] Declarations indicate that Collision coverage is provided for that vehicle.

Our payment will be reduced by any deductible shown in the [Schedule or] Declarations.

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**MISCELLANEOUS TYPE VEHICLE ENDORSEMENT
SCHEDULE**

Description and Type of Vehicle		Passenger Hazard Excluded			
1.		Yes		No	
2.		Yes		No	
3.		Yes		No	
Coverage is provided where a premium and a limit of liability are shown for the coverage.					
Vehicle	Coverages	Limit Of Liability			Premium
	Liability				
1.	Bodily Injury	\$		Each Person	\$
		\$		Each Accident	
	Property Damage	\$		Each Accident	\$
2.	Bodily Injury	\$		Each Person	\$
		\$		Each Accident	
	Property Damage	\$		Each Accident	\$
3.	Bodily Injury	\$		Each Person	\$
		\$		Each Accident	
	Property Damage	\$		Each Accident	\$
	Medical Payments				
1.		\$		Each Person	\$
2.		\$		Each Person	\$
3.		\$		Each Person	\$
1.	Uninsured/Underinsured Motorists Bodily Injury	\$		Each Person	INCL
		\$		Each Accident	
	Uninsured Motorists Property Damage	\$		Each Accident	INCL
2.	Uninsured/Underinsured Motorists Bodily Injury	\$		Each Person	INCL
		\$		Each Accident	
	Uninsured Motorists Property Damage	\$		Each Accident	INCL
3.	Uninsured/Underinsured Motorists Bodily Injury	\$		Each Person	INCL
		\$		Each Accident	
	Uninsured Motorists Property Damage	\$		Each Accident	INCL
	Collision				
1.		\$	Less \$	Deductible	\$
2.		\$	Less \$	Deductible	\$
3.		\$	Less \$	Deductible	\$

Vehicle	Coverages	Limit Of Liability		Premium
	Other Than Collision			
1.		\$	Less \$ Deductible	\$
2.		\$	Less \$ Deductible	\$
3.		\$	Less \$ Deductible	\$
Total Premium				\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

With respect to the **miscellaneous type vehicles** and coverages described in the [Schedule or] 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 vehicle** means a motorcycle, golfcart or other similar type vehicle and a snowmobile.
- 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] Declarations.
 - 2. A **newly acquired auto**
 - 3. Any **trailer** you own that is designed to be pulled by any **miscellaneous type vehicle** shown in the [Schedule or] Declarations.
 - 4. Any **miscellaneous type vehicle** of the same type shown in the [Schedule or] Declarations that you do not own while used as a temporary substitute for a vehicle described in 1. or 2 of 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 **miscellaneous type vehicle** of the same type shown in the [Schedule or] Declarations that you become the owner of during the policy period.

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** to any person 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 [Schedule or] 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. Direct and accidental loss does not include any reduction in the value of any vehicle after it has been repaired, as compared to its value before it was damaged. We will pay for loss to **your covered auto** caused by:

1. **Other than collision** only if the [Schedule or] Declarations indicate that that **Other than Collision** coverage is provided for that vehicle.
2. **Collision** only if the [Schedule or] Declarations indicate that Collision coverage is provided for that vehicle.

Our payment will be reduced by any deductible shown in the [Schedule or] Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOW SPEED VEHICLE AND MODIFIED UTILITY VEHICLE ENDORSEMENT

SCHEDULE

1. Description And Type Of Vehicle:				
2. Description And Type Of Vehicle:				
3. Description And Type Of Vehicle:				
Coverage is provided where a premium and a limit of liability are shown for the coverage.				
Vehicle	Coverages	Limit Of Liability		Premium
	Liability			
1.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$
2.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$
3.	Bodily Injury	\$	Each Person	\$
		\$	Each Accident	
	Property Damage	\$	Each Accident	\$
	Medical Payments			
1.		\$	Each Person	\$
2.		\$	Each Person	\$
3.		\$	Each Person	\$
	Uninsured Motorists			
1.	Bodily Injury	\$	Each Person	INCL
		\$	Each Accident	
	Property Damage	\$	Each Accident	INCL
2.	Bodily Injury	\$	Each Person	INCL
		\$	Each Accident	
	Property Damage	\$	Each Accident	INCL
3.	Bodily Injury	\$	Each Person	INCL
		\$	Each Accident	
	Property Damage	\$	Each Accident	INCL

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Vehicle	Coverages	Limit Of Liability		Premium
1.	Uninsured/Underinsured Motorists Bodily Injury	\$	Each Person	INCL
		\$	Each Accident	
2.	Uninsured Motorists Property Damage	\$	Each Accident	INCL
		\$	Each Accident	
3.	Uninsured/Underinsured Motorists Bodily Injury	\$	Each Person	INCL
		\$	Each Accident	
3.	Uninsured Motorists Property Damage	\$	Each Accident	INCL
		\$	Each Accident	
Collision				
1.		\$	Less \$	Deductible \$
2.		\$	Less \$	Deductible \$
3.		\$	Less \$	Deductible \$
Other Than Collision				
1.		\$	Less \$	Deductible \$
2.		\$	Less \$	Deductible \$
3.		\$	Less \$	Deductible \$
Total Premium				\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

With respect to the **low speed vehicle** or **modified utility vehicle** and coverages described in the Schedule or in the Declarations, the provisions of the Policy apply unless modified by this endorsement.

I. Definitions

- A. For the purpose of the coverage provided by this endorsement:
 - 1. **Low speed vehicle** means a four-wheeled electric vehicle whose top speed is greater than 20 miles per hour but less than 25 miles per hour.
 - 2. **Modified utility vehicle** means a four-wheeled vehicle that:
 - a. Is manufactured or upfitted by a licensed manufacturer, dealer, or person or business otherwise engaged in vehicle manufacturing or modification for off-road use; and

- b. Has an overall length of 110 inches or greater, an overall width of 58 inches or greater, an overall height of 60 inches or greater, a maximum speed capability of 40 miles per hour or greater, and does not require an operator or passenger to straddle a seat.
- B. The definition of **your covered auto** is replaced by the following:

Your covered auto means:

 - 1. Any **low speed vehicle** or **modified utility vehicle** shown in the Schedule or in the Declarations.
 - 2. A **newly acquired auto**.
 - 3. Any **trailer** you own.

4. Any **low speed vehicle, modified utility vehicle**, auto or **trailer** not owned by you 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.

This provision (4.) does not apply to Coverage for Damage to Your Auto.

- 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:

1. a private passenger auto or station wagon type;
2. a pickup truck or van that:
 - a. has a Gross Vehicle Weight as specified by the manufacturer of less than 14,000 pounds; and
 - b. is not used for the delivery or transportation of goods and materials unless such use is:
 - (1) incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - (2) for farming or ranching; or
3. any **low speed vehicle** or **modified utility vehicle**.

II. Liability Coverage

- 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.

III. Part D – Coverage For Damage To Your Auto

The following is added to the definition of **non-owned auto**:

3. Any **low speed vehicle** or **modified utility vehicle** you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOW SPEED VEHICLE AND MODIFIED UTILITY VEHICLE ENDORSEMENT

SCHEDULE

1. Description And Type Of Vehicle:			
2. Description And Type Of Vehicle:			
3. Description And Type Of Vehicle:			
Coverage is provided where a premium and a limit of liability are shown for the coverage.			
Vehicle	Coverages	Limit Of Liability	Premium
	Liability		
1.	Bodily Injury	\$ Each Person \$ Each Accident	\$
	Property Damage	\$ Each Accident	\$
2.	Bodily Injury	\$ Each Person \$ Each Accident	\$
	Property Damage	\$ Each Accident	\$
3.	Bodily Injury	\$ Each Person \$ Each Accident	\$
	Property Damage	\$ Each Accident	\$
	Medical Payments		
1.		\$ Each Person	\$
2.		\$ Each Person	\$
3.		\$ Each Person	\$
Vehicle	Coverages	Limit Of Liability	Premium
1.	Uninsured/Underinsured Motorists Bodily Injury	\$ Each Person \$ Each Accident	INCL
	Uninsured Motorists Property Damage	\$ Each Accident	INCL
2.	Uninsured/Underinsured Motorists Bodily Injury	\$ Each Person \$ Each Accident	INCL
	Uninsured Motorists Property Damage	\$ Each Accident	INCL

Vehicle	Coverages	Limit Of Liability		Premium
3.	Uninsured/Underinsured Motorists Bodily Injury	\$	Each Person	INCL
		\$	Each Accident	
	Uninsured Motorists Property Damage	\$	Each Accident	INCL
	Collision			
1.		\$	Less \$ Deductible	\$
2.		\$	Less \$ Deductible	\$
3.		\$	Less \$ Deductible	\$
	Other Than Collision			
1.		\$	Less \$ Deductible	\$
2.		\$	Less \$ Deductible	\$
3.		\$	Less \$ Deductible	\$
Total Premium				\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

With respect to the **low speed vehicle** or **modified utility vehicle** and coverages described in the Schedule or in the Declarations, the provisions of the Policy apply unless modified by this endorsement.

I. Definitions

A. For the purpose of the coverage provided by this endorsement:

1. **Low speed vehicle** means a four-wheeled electric vehicle whose top speed is greater than 20 miles per hour but less than 25 miles per hour.
2. **Modified utility vehicle** means a four-wheeled vehicle that:
 - a. Is manufactured or upfitted by a licensed manufacturer, dealer, or person or business otherwise engaged in vehicle manufacturing or modification for off-road use; and
 - b. Has an overall length of 110 inches or greater, an overall width of 58 inches or greater, an overall height of 60 inches or greater, a maximum speed capability of 40 miles per hour or greater, and does not require an operator or passenger to straddle a seat.

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

Your covered auto means:

1. Any **low speed vehicle** or **modified utility vehicle** shown in the Schedule or in the Declarations.
2. A **newly acquired auto**.
3. Any **trailer** you own.
4. Any **low speed vehicle, modified utility vehicle, auto** or **trailer** not owned by you 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.

This provision (4.) does not apply to Coverage for Damage to Your Auto.

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:

1. a private passenger auto or station wagon type;
2. a pickup truck or van that:
 - a. has a Gross Vehicle Weight as specified by the manufacturer of less than 14,000 pounds; and
 - b. is not used for the delivery or transportation of goods and materials unless such use is:
 - (1) incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - (2) for farming or ranching; or
3. any **low speed vehicle** or **modified utility vehicle**.

II. Liability Coverage

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.

III. Part D – Coverage For Damage To Your Auto

The following is added to the definition of **non-owned auto**:

3. Any **low speed vehicle** or **modified utility vehicle** you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELIVERY COVERAGE

SCHEDULE

Description Of Vehicle			
1.			
2.			
3.			
Coverages	Premium		
	Vehicle 1	Vehicle 2	Vehicle 3
Liability	\$	\$	\$
Medical Payments	\$	\$	\$
Uninsured Motorists	\$	\$	\$
Combined Uninsured/Underinsured Motorists <u>Bodily Injury and Uninsured Motorists Property Damage</u>	\$ <u>INCL</u>	\$ <u>INCL</u>	\$ <u>INCL</u>
Collision	\$	\$	\$
Other Than Collision	\$	\$	\$

The provisions of the Policy apply unless modified by this endorsement. Delivery Coverage is only provided where a Delivery Coverage premium is shown for the vehicle and the applicable coverage.

I. Part A – Liability Coverage

The following is added to Exclusion **A.5.**:
 Paragraphs a.2. and b. of this exclusion (A.5.) do not apply if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

II. Part B – Medical Payments Coverage

The following is added to Exclusion **1.**:
 Paragraphs a.2. and b. of this exclusion (1.) do not apply if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

~~**III. Part C1 – Uninsured Motorists Coverage**~~

~~The following is added to Exclusion A.2.:~~

~~Paragraphs a.2. and b. of this exclusion (A.2.) do not apply if:~~

- ~~(1) Such vehicle is described in the Schedule or in the Declarations; and~~
- ~~(2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.~~

III. Part C2 – Combined Uninsured/Underinsured Motorists Coverage

A. The following is added to Exclusion **A.2.**:

Paragraphs a.2. and b. of this exclusion (A.2.) do not apply if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

B. The following is added to Exclusion **C.2.**:

Paragraphs a.2. and b. of this exclusion (C.2.) do not apply if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and

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- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

IV. Part D – Coverage For Damage To Your Auto

The following is added to Exclusion 1.:

Paragraphs a.2. and b. of this exclusion (1.) do not apply if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELIVERY COVERAGE

SCHEDULE

Description Of Vehicle			
1.			
2.			
3.			
Coverages	Premium		
	Vehicle 1	Vehicle 2	Vehicle 3
Liability	\$	\$	\$
Medical Payments	\$	\$	\$
Combined Uninsured/Underinsured Motorists Bodily Injury and Uninsured Motorists Property Damage	\$ INCL	\$ INCL	\$ INCL
Collision	\$	\$	\$
Other Than Collision	\$	\$	\$

The provisions of the Policy apply unless modified by this endorsement. Delivery Coverage is only provided where a Delivery Coverage premium is shown for the vehicle and the applicable coverage.

I. Part A – Liability Coverage

The following is added to Exclusion **A.5.:**

Paragraphs a.2. and b. of this exclusion (A.5.) do not apply if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

II. Part B – Medical Payments Coverage

The following is added to Exclusion **1.:**

Paragraphs a.2. and b. of this exclusion (1.) do not apply if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

III. Part C2 – Combined Uninsured/Underinsured Motorists Coverage

A. The following is added to Exclusion **A.2.:**

Paragraphs a.2. and b. of this exclusion (A.2.) do not apply if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

B. The following is added to Exclusion **C.2.:**

Paragraphs a.2. and b. of this exclusion (C.2.) do not apply if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

IV. Part D – Coverage For Damage To Your Auto

The following is added to Exclusion **1.:**

Paragraphs a.2. and b. of this exclusion (1.) do not apply if:

- (1) Such vehicle is described in the Schedule or in the Declarations; and
- (2) A specific premium charge indicates that coverage under this Part is provided for such vehicle.

NOTICE OF RIGHT TO PURCHASE HIGHER LIMITS OF UM/UIM

NOTICE: YOU ARE REQUIRED TO PURCHASE UNINSURED MOTORISTS BODILY INJURY COVERAGE, UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE AND, ~~IN SOME CASES,~~ UNDERINSURED MOTORIST BODILY INJURY COVERAGE. THIS INSURANCE PROTECTS YOU AND YOUR FAMILY AGAINST INJURIES AND PROPERTY DAMAGE CAUSED BY THE NEGLIGENCE OF OTHER DRIVERS WHO MAY HAVE LIMITED OR ONLY MINIMUM COVERAGE OR EVEN NO LIABILITY INSURANCE. YOU MAY PURCHASE UNINSURED MOTORIST BODILY INJURY COVERAGE AND, ~~IF APPLICABLE,~~ UNDERINSURED MOTORISTS BODILY INJURY COVERAGE WITH LIMITS UP TO ONE MILLION DOLLARS (\$1,000,000) PER PERSON AND ONE MILLION DOLLARS (\$1,000,000) PER ACCIDENT OR AT SUCH LESSER LIMITS YOU CHOOSE. YOU CANNOT PURCHASE COVERAGE FOR LESS THAN THE MINIMUM LIMITS FOR THE BODILY INJURY AND PROPERTY DAMAGE COVERAGE THAT ARE REQUIRED FOR YOUR OWN VEHICLE. IF YOU DO NOT CHOOSE A GREATER OR LESSER LIMIT FOR UNINSURED MOTORIST BODILY INJURY COVERAGE, A LESSER LIMIT FOR UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE, AND/OR A GREATER OR LESSER LIMIT FOR UNDERINSURED MOTORIST BODILY INJURY COVERAGE, THEN THE LIMITS FOR THE UNINSURED MOTORISTS BODILY INJURY COVERAGE AND, ~~IF APPLICABLE,~~ THE UNDERINSURED MOTORIST BODILY INJURY COVERAGE WILL BE THE SAME AS THE HIGHEST LIMITS FOR BODILY INJURY LIABILITY COVERAGE FOR ANY ONE OF YOUR OWN VEHICLES INSURED UNDER THE POLICY AND THE LIMITS FOR THE UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE WILL BE THE SAME AS THE HIGHEST LIMITS FOR PROPERTY DAMAGE LIABILITY COVERAGE FOR ANY ONE OF YOUR OWN VEHICLES INSURED UNDER THE POLICY. IF YOU WISH TO PURCHASE UNINSURED MOTORIST AND, ~~IF APPLICABLE,~~ UNDERINSURED MOTORIST COVERAGE AT DIFFERENT LIMITS THAN THE LIMITS FOR YOUR OWN VEHICLE INSURED UNDER THE POLICY, THEN YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING DIFFERENT COVERAGE LIMITS. YOU SHOULD ALSO READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED UNDER UNINSURED AND UNDERINSURED MOTORIST COVERAGES.

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NOTICE OF RIGHT TO PURCHASE HIGHER LIMITS OF UM/UIM

NOTICE: YOU ARE REQUIRED TO PURCHASE UNINSURED MOTORISTS BODILY INJURY COVERAGE, UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE AND UNDERINSURED MOTORIST BODILY INJURY COVERAGE. THIS INSURANCE PROTECTS YOU AND YOUR FAMILY AGAINST INJURIES AND PROPERTY DAMAGE CAUSED BY THE NEGLIGENCE OF OTHER DRIVERS WHO MAY HAVE LIMITED OR ONLY MINIMUM COVERAGE OR EVEN NO LIABILITY INSURANCE. YOU MAY PURCHASE UNINSURED MOTORIST BODILY INJURY COVERAGE AND UNDERINSURED MOTORISTS BODILY INJURY COVERAGE WITH LIMITS UP TO ONE MILLION DOLLARS (\$1,000,000) PER PERSON AND ONE MILLION DOLLARS (\$1,000,000) PER ACCIDENT OR AT SUCH LESSER LIMITS YOU CHOOSE. YOU CANNOT PURCHASE COVERAGE FOR LESS THAN THE MINIMUM LIMITS FOR THE BODILY INJURY AND PROPERTY DAMAGE COVERAGE THAT ARE REQUIRED FOR YOUR OWN VEHICLE. IF YOU DO NOT CHOOSE A GREATER OR LESSER LIMIT FOR UNINSURED MOTORIST BODILY INJURY COVERAGE, A LESSER LIMIT FOR UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE, AND/OR A GREATER OR LESSER LIMIT FOR UNDERINSURED MOTORIST BODILY INJURY COVERAGE, THEN THE LIMITS FOR THE UNINSURED MOTORISTS BODILY INJURY COVERAGE AND THE UNDERINSURED MOTORIST BODILY INJURY COVERAGE WILL BE THE SAME AS THE HIGHEST LIMITS FOR BODILY INJURY LIABILITY COVERAGE FOR ANY ONE OF YOUR OWN VEHICLES INSURED UNDER THE POLICY AND THE LIMITS FOR THE UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE WILL BE THE SAME AS THE HIGHEST LIMITS FOR PROPERTY DAMAGE LIABILITY COVERAGE FOR ANY ONE OF YOUR OWN VEHICLES INSURED UNDER THE POLICY. IF YOU WISH TO PURCHASE UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE AT DIFFERENT LIMITS THAN THE LIMITS FOR YOUR OWN VEHICLE INSURED UNDER THE POLICY, THEN YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING DIFFERENT COVERAGE LIMITS. YOU SHOULD ALSO READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED UNDER UNINSURED AND UNDERINSURED MOTORIST COVERAGES.

ALTERNATIVE ECONOMIC LOSS COVERAGE – NORTH CAROLINA

SCHEDULE (Entries may be left blank if shown elsewhere in this policy for this coverage.)

Limit of Liability	Premium
\$ _____ each person	
\$ _____ each accident	\$ _____

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All conditions and provisions of this policy apply except as modified by this endorsement.

DEFINITIONS

A. "Insured" means:

1. You or any "family member";
2. Any other person "occupying":
 - a. "Your covered auto"; or
 - b. Any other auto operated by you.
3. Any person who is legally entitled to recover "economic loss benefits" because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

B. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which neither:
 - a. A liability bond or policy; nor
 - b. Cash or securities on file with the North Carolina Commissioner of Motor Vehicles; applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident, provided its limit of liability is less than the minimum limit specified by the financial responsibility law of North Carolina.
3. Which is a hit-and-run vehicle whose owner or operator cannot be identified, and which hits:
 - a. Your or any "family member"; or
 - b. A vehicle which you or any "family member" are "occupying."
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

5. To which the sum of the limits of liability under all "bodily injury" liability bonds and insurance policies applicable at the time of the accident is:

- a. Equal to or greater than the minimum limit specified by the financial responsibility law of North Carolina; and
- b. Less than the limit of liability for this coverage.

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

1. Owned by you.
2. Owned or operated by a self-insurer under any applicable motor vehicle law; except a self-insurer which is or becomes insolvent.
3. Owned by:
 - a. The United States of America;
 - b. Canada;
 - c. A state; or
 - d. An agency, other than a political subdivision, of a., b. or c above.
4. Operated on rails or crawler treads.
5. Which is a farm-type tractor or equipment designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

C. "Economic loss benefits" consists of the following:

1. Reasonable and customary charges for necessary medical, hospital, dental, surgical, medicine, x-ray, ambulance, emergency medical, prescription drugs, prosthetic services, nursing services, and any nonmedical remedial care and treatment rendered in accordance with a religious method of healing if recognized by applicable state law.

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REASONABLE AND CUSTOMARY CHARGES DO NOT INCLUDE EXPENSES:

1. FOR TREATMENT, SERVICES, PRODUCTS OR PROCEDURES THAT ARE:
 - a. EXPERIMENTAL IN NATURE, FOR RESEARCH, OR NOT PRIMARILY DESIGNED TO SERVE A MEDICAL PURPOSE; OR
 - b. NOT COMMONLY AND CUSTOMARILY RECOGNIZED THROUGH-OUT THE MEDICAL PROFESSION AND WITHIN THE UNITED STATES AS APPROPRIATE FOR THE TREATMENT OF THE "BODILY INJURY" OR
2. INCURRED FOR:
 - a. THE USE OF THERMOGRAPHY OR OTHER RELATED PROCEDURES OF A SIMILAR NATURE; OR
 - b. THE USE OF ACUPUNCTURE OR OTHER RELATED PROCEDURES OF A SIMILAR NATURE; OR
 - c. THE PURCHASE OR RENTAL OF EQUIPMENT NOT PRIMARILY DESIGNED TO SERVE A MEDICAL PURPOSE.

Expenses are reasonable only if they are consistent with the usual fees charged by the majority of similar medical providers in the geographical area in which the expenses were incurred for the specific medical service.

Services are necessary only if the services are rendered by a licensed medical provider within the scope of the provider's practice and license and are essential in achieving maximum medical improvement for the "bodily injury" sustained in the accident.

We have the right to make or obtain a utilization review of the medical expenses and services to determine if they are reasonable and necessary for the "bodily injury" sustained.

We will pay only those expenses incurred for services rendered within 5 years from the date of the accident.

2. Compensation for lost earnings. Such compensation shall be calculated based on the monthly income, after taxes, that the "insured" would have earned from gainful employment except for the injury. If the "insured" was unemployed at the time of the accident, compensation shall be based on the employment compensation benefits the "insured" would have received, but did not receive because of the "bodily injury." Compensation for lost earnings shall not exceed a maximum of \$5,000 per month per insured.

3. Payment of up to \$50 per day per insured, for a period not to exceed one year from the date of the accident causing injury, for expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed except for the injury. These services shall be only for the benefit of the "insured" or his family, and cannot be obtained to produce income for the "insured."
4. Payment of a death benefit in an amount equal to the greater of \$5,000 or 15% of the per person limit of liability for this coverage part shown in the Declarations if the death of one or more "insureds" is proximately and directly caused by an accident to which this coverage applies. In the event that one accident caused the death of two or more "insureds," this benefit shall be divided equally between each "insured." In the event an "insured" dies, all benefits under C.1., C.2. and C.3. will terminate for that "insured."

INSURING AGREEMENT

We will pay "economic loss benefits," subject to the limit of liability determined below, an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner or operator's liability for these "economic loss benefits" must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle."

There is no coverage until the limits of liability of all "bodily injury" liability bonds and insurance policies that apply have been used up by payment of judgments or settlements.

EXCLUSIONS

- A. "Economic loss benefits" are not payable to an "insured" for "bodily injury" sustained:
 1. While "occupying" or when struck by any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer or any type used with that vehicle.
 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance except for a share-the-expense car pool.
 3. While using a vehicle without a reasonable belief that that person is entitled to do so.
- B. This coverage shall not apply to:
 1. Punitive or exemplary damages or legal costs related thereto.

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2. Pain, suffering, inconvenience, physical impairment, emotional pain and suffering, hedonic damages, or loss of any of the following: earning capacity, consortium, society, companionship, marital care, parental care, filial care, attention, advice, counsel, training, guidance, or education, and all other non-economic damages sustained by an **"insured."**
3. Any economic damages not included in **"economic loss benefits."**

LIMIT OF LIABILITY

- A. The limit of liability shown in the Schedule or in the Declarations for each person for this coverage is the most we will pay for all benefits for any one person in any one auto accident. Subject to this limit for each person, the limit shown in the Schedule or in the Declarations for each accident for this coverage is our maximum limit of liability for all benefits resulting from any one accident, regardless of the number of:
 1. **"Insureds"**;
 2. Claims made;
 3. Vehicles or premiums shown in the Schedule or in the Declarations; or
 4. Vehicles involved in the accident.
- B. The maximum amount payable under this coverage will be the lesser of:
 1. The total loss and expense which qualifies for payment as **"economic loss benefits"** under this endorsement minus any amount paid or payable to the insured:
 - a. For damages because of **"bodily injury"** to an **"insured,"** by or for any person or organization who is or may be held legally liable for the **"bodily injury"** (only the net amount received by the **"insured"** after payment of attorney fees will be subtracted from **"economic loss benefits"**);
 - b. For any damages because of **"bodily injury"** to an **"insured"** under any uninsured or underinsured motor vehicle coverage (only the net amount received by the **"insured"** after payment of attorney fees will be subtracted from **"economic loss benefits"**); and
 - c. Under any other coverage, plan or program under which the **"insured"** is entitled to similar benefits including, but not limited to, health or disability insurance, self funded health or disability plans, ERISA plans, workers' compensation and wage continuation programs, but excluding death benefits paid under a life insurance policy; or
 2. The limits of liability of this coverage.

OTHER INSURANCE

- A. No Duplication of Benefits

No **"insured"** shall recover more than once for the same expense or loss under this or any other insurance.
- B. Other Coverage Available

If other alternative economic loss coverage applies:

 1. The total limits of liability shall not exceed the highest limit of liability of any one of the coverages that applies; and
 2. We are liable only for our share. Our share is that percent of the **"economic loss benefits"** that the limit of liability of this coverage bears to the total of all other alternative economic loss coverage applicable to the accident.

DUTIES AFTER AN ACCIDENT OR LOSS – FILING A CLAIM

General Duties

We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
5. Submit a proof of loss when required by us.

Additional Duties For Alternative Economic Loss Coverage

A person seeking Alternative Economic Loss Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought. A suit may not be brought by an **"insured"** until 60 days after that person notifies us of their belief that the prospective defendant is an uninsured motorist.

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