



April 1, 2026

**CIRCULAR LETTER TO ALL MEMBER COMPANIES**

RE: 2026 North Carolina Personal Automobile Rate Review Filing and Program Revisions

**Summary:**

- The 2026 statutorily-required nonfleet private passenger automobile and motorcycle rate review filing included **no proposed rate level changes**.
- In a separate filing, the COI approved miscellaneous **rule and form revisions** to the Personal Auto Policy Program that become **effective October 1, 2026**. Key program changes include:
  - New Collision and Comprehensive deductible options were added
  - Transportation expenses coverage was revised by eliminating the \$15/day (maximum \$450) option and increasing theft limits to \$30/day (maximum \$900)
  - The general delivery-of-goods liability exclusion A.5.b. (e.g., newspapers, pizza, magazines) was revised to apply only to policy limits above North Carolina's minimum financial responsibility limits

**Please forward this notice to all interested parties within your organization.**

## **Purpose of This Circular**

This circular provides notice that there will be no rate level changes for voluntary nonfleet private passenger automobile insurance this year and notice of certain rule and form revisions to the Personal Automobile Policy Program. These revisions apply to all new and renewal policies **becoming effective on or after October 1, 2026**.

## **Background**

Each year on or before February 1, the Rate Bureau is required by North Carolina law to submit nonfleet private passenger automobile and motorcycle insurance experience, data, statistics, and information, and any proposed adjustments in the rates, to the Commissioner of Insurance (COI). For 2026, the Rate Bureau submitted a rate review only, and no rate level changes were proposed for nonfleet private passenger automobiles or motorcycles.

In a separate filing, the Rate Bureau filed miscellaneous rule and form revisions to the Personal Auto Program, which the COI approved. The approved revisions include liability exclusion revisions, editorial updates, coverage option revisions, and the introduction of new deductible choices. These changes do not include any rate level adjustments.

## Overview of Approved Rule and Form Changes

As a result of ongoing review of the Personal Auto Policy Program, the Rate Bureau has revised several rules and forms.

### Revised Rules

- Personal Auto Manual Index
- Rule 9 – Changes
- Rule 14 – Miscellaneous Coverages
- Rule 19 – Miscellaneous Types

### Revised Forms

- NC 00 12 10 23 – Amendatory Endorsement
- NC 00 13 07 25 – Amendatory Endorsement
- NC 03 14 10 19 – Extended Transportation Expenses Coverage – Additional Increased Limits Options
- NC 03 24 07 25 – Low Speed Vehicle and Modified Utility Vehicle Endorsement

### Withdrawn Form

- NC 03 02 01 99 – Extended Transportation Expenses Coverage

Refer to **Exhibit A** for a summary of these changes.

## Effective Date and Rule of Application

The Rule of Application for these changes to the North Carolina Personal Automobile Policy Program is as follows:

**These changes are applicable to all new and renewal policies becoming effective on or after October 1, 2026.**

## Enclosures

See the enclosed exhibits in connection with the approved revisions:

- **Exhibit A** – Summary of Personal Automobile Policy Program Rule and Form Changes
- **Exhibit B** – Redlined Personal Automobile forms
- **Exhibit C** – Redlined Personal Automobile rules

Reprinted manual pages will be distributed in the usual manner as soon as possible. Final (clean) program materials will be posted to the Rate Bureau's Web Portal at a later date.

## **Company Responsibilities**

Each member company should:

- Review the enclosed revised rules and forms
- Identify any required system or programming changes
- Complete implementation prior to the **October 1, 2026** effective date

## **Distribution**

Please ensure that this circular letter and enclosures are shared with all relevant personnel within your organization.

Sincerely,  
Andy Montano  
Personal Lines Director

AM:ko  
A-26-2  
Attachments

Summary of Personal Automobile Policy Program Rule and Form Changes

Impacted Rule/Form	Summary of Change
Personal Auto Manual Index	Reorganized into a table of contents format to improve usability
Rule 9 – Changes	Editorial clarifications; no substantive changes
Rule 14 – Miscellaneous Coverages	<ul style="list-style-type: none"> <li>• Added new Collision and Comprehensive deductible options with rating factors</li> <li>• Eliminated the \$15/day (\$450 maximum) transportation expenses coverage option and updated coverage terminology</li> </ul>
Rule 19 – Miscellaneous Types	Updated low speed vehicle definition to align with N.C.G.S. § 20-4.01(27)g
NC 00 12 10 23 – Amendatory Endorsement	<ul style="list-style-type: none"> <li>• Increased theft transportation expenses reimbursement to up to \$30/day (to a maximum of \$900)</li> <li>• Updated the Auto Repairs provision to conform with N.C.G.S. § 58-3-180</li> </ul>
NC 00 13 07 25 – Amendatory Endorsement	<ul style="list-style-type: none"> <li>• Revised the general delivery-of-goods liability exclusion A.5.b. to apply only above North Carolina’s minimum financial responsibility limits; no change to delivery -of-goods liability exclusion A.5.a. applicable to public or livery conveyance including transportation or delivery network platforms.</li> <li>• Increased theft transportation expenses reimbursement to up to \$30/day (to a maximum of \$900)</li> <li>• Updated the Auto Repairs provision to conform with N.C.G.S. § 58-3-180</li> </ul>
NC 03 14 10 19 – Extended Transportation Expenses Coverage	Removed references to the eliminated \$15/day (\$450 maximum) transportation expenses coverage option
NC 03 24 07 25 – Low Speed Vehicle and Modified Utility Vehicle Endorsement	Updated the low-speed vehicle definition to align with N.C.G.S. § 20-4.01(27)g
NC 03 02 01 99 – Extended Transportation Expenses Coverage <b>(WITHDRAWN)</b>	Withdrawn due to elimination of the \$15/day (\$450 maximum) transportation expenses coverage option

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 D – COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

A. The lead-in paragraph of the **Transportation Expenses** provision is replaced by the following:

In addition, we will pay, without application of a deductible, up to \$30 per day, to a maximum of \$900, for:

BA. Exclusion 1. Is deleted and 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.

CB. Exclusion 9 is changed by deleting the following:

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

DC. 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.

## 3. PART E – DUTIES AFTER AN ACCIDENT OR LOSS – FILING A CLAIM

Part E is amended as follows:

A. 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.

## 4. PART F – GENERAL PROVISIONS

A. **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.

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4. The effective date of cancellation stated in the notice shall become the end of the policy period.

B. The **Auto Repairs** provision is deleted and replaced by the following:

**AUTO REPAIRS**

We shall not recommend the use of a particular motor vehicle repair service without clearly informing the claimant that:

1. the claimant is under no obligation to use the recommended repair service;
2. the claimant may use the repair service of the claimant's choice;
3. the amount determined by us to be payable under the policy will be paid regardless of whether or not the claimant uses the recommended repair service; and
4. we or our representative have, at the time the recommendation is made, a financial interest in the recommended motor vehicle repair service.

C. 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

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### 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.b.) 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.

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.

### 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.

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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.

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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.

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- (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. The lead-in paragraph of the **Transportation Expenses** provision is replaced by the following:

In addition, we will pay, without application of a deductible, up to \$30 per day, to a maximum of a \$900, for:

BA. 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.

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**CB.** Exclusion 9. is changed by deleting the following:

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

**DC.** 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.

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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.

F. The **Auto Repairs** provision is deleted and replaced by the following:

**AUTO REPAIRS**

We shall not recommend the use of a particular motor vehicle repair service without clearly informing the claimant that:

- 1. the claimant is under no obligation to use the recommended repair service;
- 2. the claimant may use the repair service of the claimant's choice;
- 3. the amount determined by us to be payable under the policy will be paid regardless of whether or not the claimant uses the recommended repair service; and
- 4. we or our representative have, at the time the recommendation is made, a financial interest in the recommended motor vehicle repair service.

**EXTENDED TRANSPORTATION EXPENSES COVERAGE**

Description of Your Covered Auto(s)	Extended Transportation Expenses Coverage Premium	Increased Limits Transportation Expenses Coverage Premium	Additional Increased Limits Transportation Expenses Coverage Premium
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

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The provisions and exclusions that apply to Part D – Coverage for Damage to Your Auto also apply to this endorsement except as changed by this endorsement.

**A. EXTENDED TRANSPORTATION EXPENSES COVERAGE**

When there is a loss to **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Extended Transportation Expenses Coverage is afforded, or to a **non-owned auto**, we will pay, without application of a deductible, up to \$15 per day to a maximum of \$450 for:

1. Transportation expenses incurred by you.
2. Loss of use expenses for which you become legally responsible in the event of loss to a **non-owned auto**.

This coverage applies only if:

1. **Your covered auto** or the **non-owned auto** is withdrawn from use for more than 24 hours; and
2. The loss is caused by **collision** or is otherwise covered under Part D of this policy.

However, this coverage does not apply when there is a total theft of **your covered auto** or a **non-owned auto**. Such coverage is provided under Part D of this policy.

Our payment will be limited to that period of time reasonably required to repair or replace the **your covered auto** or the **non-owned auto**.

**B. INCREASED LIMITS TRANSPORTATION EXPENSES COVERAGE**

When there is a loss to **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Increased Limits Transportation Expenses Coverage is afforded, or to a **non-owned auto**:

1. Coverage for Extended Transportation Expenses Coverage provided under this endorsement is increased to \$30 per day up to a maximum of \$900. All other provisions of Extended Transportation Expenses Coverage apply.
2. Coverage for Transportation Expenses Coverage provided under Part D of this policy is increased to \$30 per day up to a maximum of \$900.

**C. ADDITIONAL INCREASED LIMITS TRANSPORTATION EXPENSES COVERAGE**

When there is a loss to a **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Additional Increased Limits Transportation Expenses Coverage is afforded, or to a **non-owned auto**:

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1. Coverage for Extended Transportation Expenses Coverage provided under this endorsement is increased to \$50 per day up to a maximum of \$1,500. All other provisions of Extended Transportation Expenses Coverage apply.
2. Coverage for Transportation Expenses Coverage provided under Part D of this policy is increased to \$50 per day up to a maximum of \$1,500.

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**EXTENDED TRANSPORTATION EXPENSES COVERAGE – ~~ADDITIONAL~~ INCREASED LIMITS OPTIONS**

Description of Your Covered Auto(s)	Extended Transportation Expenses Coverage Premium	Increased Limits Transportation Expenses Coverage Premium	<del>Additional Increased Limits Transportation Expenses Coverage Premium</del>	<del>Additional</del> Increased Limits Transportation Expenses Coverage Limit
	\$	\$	<del>\$</del>	\$x per day up to a maximum of \$x
	\$	\$	<del>\$</del>	\$x per day up to a maximum of \$x
	\$	\$	<del>\$</del>	\$x per day up to a maximum of \$x
	\$	\$	<del>\$</del>	\$x per day up to a maximum of \$x

The provisions and exclusions that apply to Part D – Coverage for Damage to Your Auto also apply to this endorsement except as changed by this endorsement.

**A. EXTENDED TRANSPORTATION EXPENSES COVERAGE**

When there is a loss to **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Extended Transportation Expenses Coverage is afforded, or to a **non-owned auto**, we will pay, without application of a deductible, up to ~~\$3015~~ per day to a maximum of ~~\$900450~~ for:

1. Transportation expenses incurred by you.
2. Loss of use expenses for which you become legally responsible in the event of loss to a **non-owned auto**.

This coverage applies only if:

1. **Your covered auto** or the **non-owned auto** is withdrawn from use for more than 24 hours; and
2. The loss is caused by **collision** or is otherwise covered under Part D of this policy.

However, this coverage does not apply when there is a total theft of **your covered auto** or a **non-owned auto**. Such coverage is provided under Part D of this policy.

Our payment will be limited to that period of time reasonably required to repair or replace the **your covered auto** or the **non-owned auto**.

**B. INCREASED LIMITS TRANSPORTATION EXPENSES COVERAGE**

When there is a loss to **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Increased Limits Transportation Expenses Coverage is afforded, or to a **non-owned auto**:

- ~~1. Coverage for Extended Transportation Expenses Coverage provided under this endorsement is increased to \$30 per day up to a maximum of \$900. All other provisions of Extended Transportation Expenses Coverage apply.~~
- ~~2. Coverage for Transportation Expenses Coverage provided under Part D of this policy is increased to \$30 per day up to a maximum of \$900.~~

**~~C. ADDITIONAL INCREASED LIMITS TRANSPORTATION EXPENSES COVERAGE~~**

~~When there is a loss to a **your covered auto** described in the Schedule or in the Declarations for which a specific premium charge indicates that Additional Increased Limits Transportation Expenses Coverage is afforded, or to a **non-owned auto**:~~

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1. Coverage for Extended Transportation Expenses Coverage provided under this endorsement is increased to the limits listed in the Schedule or in the Declarations. All other provisions of Extended Transportation Expenses Coverage apply.
2. Coverage for Transportation Expenses Coverage provided under Part D of this policy is increased to the limits listed in the Schedule or in the Declarations.

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Vehicle	Coverages	Limit Of Liability		Premium
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
	<b>Collision</b>			
1.		\$	Less \$ Deductible	\$
2.		\$	Less \$ Deductible	\$
3.		\$	Less \$ Deductible	\$
	<b>Other Than Collision</b>			
1.		\$	Less \$ Deductible	\$
2.		\$	Less \$ Deductible	\$
3.		\$	Less \$ Deductible	\$
<b>Total Premium</b>				\$
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 that is either electrically powered or propelled by a gasoline engine, 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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**PERSONAL AUTO MANUAL  
TABLE OF CONTENTS**

<b>RULE NO.</b>		<b>PAGE NO.</b>
-	Statistical Coding Sheet	NC-E-Coding-1, NC-E-Coding-2
1.	Definitions .....	NC-GR-1
	A. Private Passenger Auto .....	NC-GR-1
	B. Auto .....	NC-GR-1
	C. Liability .....	NC-GR-1
	D. Comprehensive Coverage .....	NC-GR-1
	E. Owned .....	NC-GR-1
	F. Refer To Company .....	NC-GR-1
2.	Personal Auto Policy - Eligibility .....	NC-GR-1, NC-GR-2
	A. Private Passenger Autos .....	NC-GR-1
	B. Jointly Owned Private Passenger Autos .....	NC-GR-1
	C. Motorcycles, Golf Carts Or Other Similar Type Vehicles And Snowmobiles .....	NC-GR-1
	D. Non-owned Autos .....	NC-GR-1
	E. Private Passenger Autos Not Owned By A Person And Not Rated As A Fleet .....	NC-GR-1
	F. Five Or More Owned Private Passenger Autos .....	NC-GR-2
	G. Vehicles Held In Trust .....	NC-GR-2
	H. Low Speed Vehicles and Modified Utility Vehicles .....	NC-GR-2
3.	Premium Determination .....	NC-GR-3
	A. 1971-1982 Model Year Sports Cars .....	NC-GR-3
	Bodily Injury Liability, Property Damage Liability, Medical Payments, Fire, Theft,	NC-GR-3
	B. Combined Additional Coverage, Comprehensive And Collision Premiums .....	NC-GR-3
	1. Base Premium Determination .....	NC-GR-3
	2. Autos Not Eligible for SDIP .....	NC-GR-3
	3. Model Year And Symbol Determination .....	NC-GR-3
	4. Territory Definitions .....	NC-GR-3
	5. Clean Risks Ceded to the North Carolina Reinsurance Facility .....	NC-GR-3
	6. Premium For Each Coverage .....	NC-GR-3
4.	Classifications .....	NC-GR-4 - NC-GR-7
	A. Autos Owned By An Individual Or Jointly Owned .....	NC-GR-4
	Private Passenger Autos Owned By Corporations, Co-partnerships Or	NC-GR-4
	B. Unincorporated Associations .....	NC-GR-4
	C. Definitions .....	NC-GR-4, NC-GR-5
	D. Single And Multi-car Risks .....	NC-GR-5
	E. Auto Used In The Business Of The United States Government .....	NC-GR-5
	F. Inexperience Operator .....	NC-GR-5, NC-GR-6
	G. Airbag Discount .....	NC-GR-6
	H. Out Of State Vehicle .....	NC-GR-7
	I. Optional Rating Characteristics .....	NC-GR-7
	J. Optional Enhanced Endorsements .....	NC-GR-7

**PERSONAL AUTO MANUAL  
TABLE OF CONTENTS**

**NORTH CAROLINA (32)**

<b>RULE NO.</b>		<b>PAGE NO.</b>
5.	Safe Driver Insurance Plan (SDIP) .....	NC-GR-7 – NC-GR-17
	A. Eligibility .....	NC-GR-7, NC-GR-8
	B. Definitions .....	NC-GR-8 – NC-GR-14
	1. Driving Record Points .....	NC-GR-8 – NC-GR-13
	a. Convictions .....	NC-GR-8 – NC-GR-11
	b. Accidents .....	NC-GR-11 – NC-GR-14
	2. Experience Period And Surcharge Period .....	NC-GR-14, NC-GR-15
	a. Accidents .....	NC-GR-14
	b. Convictions .....	NC-GR-15
	C. Driving Record Sub-Classification .....	NC-GR-16
	D. Driving Record Surcharge Premium .....	NC-GR-16, NC-GR-17
	E. Cancellations and Changes	NC-GR-17
-	Primary Classification Rating Factor Table .....	NC-GR-17, NC-GR-18
-	Safe Driver Insurance Plan Factors and Codes Table .....	NC-GR-19
6.	Model Year For Fire, Theft, Combined Additional Coverage, Comprehensive And Collision Coverages .....	NC-GR-20
	A. Model Year Rating .....	NC-GR-20
	B. Coding .....	NC-GR-20
7.	Minimum Premium Rule .....	NC-GR-20
8.	Policy Period .....	NC-GR-20, NC-GR-21
9.	Changes .....	NC-GR-21
10.	Cancellation .....	NC-GR-21 – NC-GR-27
	A. Cancellation of a policy, vehicle or form of coverage .....	NC-GR-21, NC-GR-22
	B. Instructions for Use of Short Rate Tables .....	NC-GR-22
	C. Instructions for Use of Pro Rata Tables .....	NC-GR-22
	- Pro Rata Table .....	NC-GR-23, NC-GR-24,
	- One Year Short Rate Table .....	NC-GR-25
	- Three Month Short Rate Table .....	NC-GR-26
	- Six Month Short Rate Table .....	NC-GR-27
11.	Whole Dollar Premium .....	NC-GR-28
12.	Rules For Determining Physical Damage Base Rates For Symbols Not Displayed On State Rate Pages .....	NC-GR-28
	A. Other Than Collision .....	NC-GR-28
	B. Collision .....	NC-GR-28
	C. Original Cost means .....	NC-GR-28
13.	Suspension .....	NC-GR-29

**PERSONAL AUTO MANUAL  
TABLE OF CONTENTS**

**NORTH CAROLINA (32)**

<b>RULE NO.</b>		<b>PAGE NO.</b>
14.	Miscellaneous Coverages .....	<b>NC-GR-30 –</b>
	<b>A.</b> Combined Uninsured/Underinsured Motorists Bodily Injury Coverage And Uninsured Motorists Property Damage Coverage .....	<b>NC-GR-36</b>
	1. Owners .....	<b>NC-GR-30,</b>
	2. Non-Owners .....	<b>NC-GR-30,</b>
	3. Notice .....	<b>NC-GR-31</b>
	<b>B.</b> Deductible Insurance .....	<b>NC-GR-31</b>
	1. Deductible Liability Insurance .....	<b>NC-GR-32</b>
	2. Collision Deductibles For Which No Premiums Are Shown .....	<b>NC-GR-31</b>
	3. Comprehensive Deductibles For Which No Premiums Are Shown .....	<b>NC-GR-31</b>
	<b>C.</b> Extended Transportation Expenses Coverage .....	<b>NC-GR-32</b>
	1. Eligibility .....	<b>NC-GR-32</b>
	2. Rating .....	<b>NC-GR-32</b>
	3. Endorsement .....	<b>NC-GR-32</b>
	<b>D.</b> Towing and Labor Costs .....	<b>NC-GR-32</b>
	<b>E.</b> Coverage For Damage To Your Auto – Coverage For Audio, Visual And Data Electronic Equipment .....	<b>NC-GR-32,</b>
	1. Coverage .....	<b>NC-GR-33</b>
	2. Rating .....	<b>NC-GR-32</b>
	3. Endorsement .....	<b>NC-GR-33</b>
	<b>F.</b> Auto Death Indemnity Or Benefits, Specific Disability Benefits And Total Disability Benefits Rates .....	<b>NC-GR-33</b>
	<b>G.</b> Repair or Replacement Coverages .....	<b>NC-GR-33,</b>
	1. Five Year Coverage .....	<b>NC-GR-34</b>
	2. One Year Coverage .....	<b>NC-GR-33,</b>
	<b>H.</b> Coverage for Rented Vehicles .....	<b>NC-GR-34</b>
	<b>I.</b> Original Equipment Manufacturer (OEM) Parts Loss Settlement .....	<b>NC-GR-34</b>
	1. Coverage .....	<b>NC-GR-34</b>
	2. Rating .....	<b>NC-GR-34</b>
	3. Endorsement .....	<b>NC-GR-34</b>
	<b>J.</b> Coverage For Damage To Your Auto – Customizing Equipment Coverage .....	<b>NC-GR-34,</b>
	1. Coverage .....	<b>NC-GR-35</b>
	2. Rating .....	<b>NC-GR-34</b>
	3. Endorsement .....	<b>NC-GR-35</b>
	<b>K.</b> Foster Child Named Driver Exclusion .....	<b>NC-GR-35</b>
	1. Requirements .....	<b>NC-GR-35</b>
	2. Additional Requirements .....	<b>NC-GR-35</b>
	3. Endorsement .....	<b>NC-GR-35</b>
	<b>L.</b> Transportation Network Driver Coverage – North Carolina Reinsurance Facility Business Only .....	<b>NC-GR-35,</b>
	1. Coverage .....	<b>NC-GR-36</b>
	2. Rating .....	<b>NC-GR-35</b>
	3. Endorsement .....	<b>NC-GR-35,</b>
	<b>M.</b> Delivery Coverage .....	<b>NC-GR-36</b>
	1. Coverage .....	<b>NC-GR-36</b>
	2. Rating .....	<b>NC-GR-36</b>
	3. Endorsement .....	<b>NC-GR-36</b>
15.	Certified Risks – Financial Responsibility Laws .....	<b>NC-GR-37</b>
16.	Named Non-Owner Policy .....	<b>NC-GR-37</b>
17.	Extended Non-Owned Liability Coverage (Personal Auto Policy Only) .....	<b>NC-GR-37</b>
18.	Increased Limits .....	<b>NC-GR-37,</b>
		<b>NC-GR-38</b>

**PERSONAL AUTO MANUAL  
TABLE OF CONTENTS**

**NORTH CAROLINA (32)**

<b>RULE NO.</b>		<b>PAGE NO.</b>
19.	Miscellaneous Types.....	NC-GR-38 –
	A. Trailers Designed for Use with Private Passenger Autos .....	NC-GR-43
	Motorcycles, Motorscooters, Motorbikes, Mopeds And Other Similar Motor	NC-GR-38 –
	B. Vehicles Not Used For Commercial Purposes .....	NC-GR-40
	C. Snowmobiles.....	NC-GR-40,
	D. Golf Carts .....	NC-GR-41
	E. Antique Autos.....	NC-GR-41
	F. Classic Autos.....	NC-GR-41,
	G. Low Speed Vehicles And Modified Utility Vehicles.....	NC-GR-42
	1. Description.....	NC-GR-42
	2. Rating.....	NC-GR-42,
	3. Endorsement .....	NC-GR-43
20.	Financed Autos .....	NC-GR-43
21.	Rating Territories .....	NC-GR-43
22.	Installment Payments.....	NC-GR-43
23.	Excess Indemnity Policy	NC-GR-43
-	Rate Pages	PA-R-1 –
		PA-R-104
-	Non-Fleet Rate Order Calculation	NC-ROC-1 –
		NC-ROC-3
-	Territory Pages	NC-T-1 –
		NC-T-19

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## 9. CHANGES

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- A. In the following circumstances the premium shall be computed using the rates and rules in effect at the inception of the policy or at the time the change is made:
1. If an auto or form of coverage is added during the term of a policy and the additional insurance is written to expire concurrently with the original insurance, the premium for such additional insurance shall be computed pro rata;
  2. If coverage is transferred during the policy term from one auto to another, the premium shall be computed pro rata; or
  3. If the liability limits or deductible amounts are changed during the policy period.

If the policy has been written for less than one year on a short rate basis, the premium for the additional insurance shall be pro rata of the short rate charge for the policy period.

If an auto or form of coverage that was cancelled from a policy at the request of the insured is reinstated within 30 days, the premium shall be the same as the amount that was returned at the time of cancellation.

- B. If an auto is transferred from one rating territory to another or if an auto is temporarily transferred from one rating territory to another for a period of not less than 30 consecutive days, the premium for the balance of the policy period may be adjusted by endorsement at the time the change is made. The company shall charge on a pro rata basis the rate or rates for the territories in which the auto is garaged during the remainder of the policy period. The premium adjustment shall be made on the basis of the rates and rules in effect at the inception of the policy or at the time the change is made.
- C. With respect to the above described election of using the rates in effect at the inception of the policy or at the time the change is made in determining adjustments to premiums, a company's election shall be applied consistently by the company and shall not be made on a policy by policy basis.

D. Premium Adjustment:

1. With respect to all of the above except [Paragraph A.3.](#), if an outstanding policy is amended and results in a premium adjustment of \$2 or less, the amount:
  - a. May be waived, or
  - b. May be made subject to a minimum of \$2,  
**except that the actual return premium shall be returned at the request of the insured.**
2. Minimum premium of \$2 applies if an insured requests the following during the policy period:
  - a. Additional coverage,
  - b. An increase in the limits of liability,
  - c. A reduced deductible.
3. Companies need not refund a return premium of less than \$2 if the insured requests the following:
  - a. Cancellation of coverage,
  - b. Reduction in limits of liability,
  - c. Increase in deductible,  
**except that the actual return premium shall be returned at the request of the insured.**
4. If the limits of liability are increased because of a change in the limits prescribed under any financial responsibility law, the additional premium charge shall be the actual difference in premium charges. If \$2 or less, it may be charged or waived.
5. With respect to all of the above except [Paragraph A.3.](#), if an outstanding policy is amended and results in a premium adjustment:
  - a. Within 30 days prior to the expiration of a six-month policy period, or
  - b. Within 60 days prior to the expiration of a policy period longer than six months,  
**companies need not charge or refund a premium, except that actual refunds shall be made at the request of the insured.**

**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>B.I. UM/UIM Coverage</b>		
	<b>Single Vehicle* Policy</b>	<b>Multi-Vehicle* Policy</b>
\$ 50/100	\$ 64	\$ 158
100/200	97	240
100/300	101	249
250/500	164	405
300/300	174	430
500/500	202	499
500/1,000	209	516
1,000/1,000	261	645

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

<b>P.D. UM Coverage</b>		
	<b>Single Vehicle* Policy</b>	<b>Multi-Vehicle* Policy</b>
\$ 50,000	\$ 4	\$ 10
100,000	5	12
250,000	7	17
500,000	9	22
750,000	12	30
1,000,000	13	32

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](#)**

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

**2. Collision Deductibles ~~f~~For Which No Premiums Are Shown**

[Charge the following percentage of the \\$100 Deductible Collision Premium:](#)

\$ 50 Deductible (072)	101 %
200 Deductible (073)	98
250 Deductible (076)	97
300 Deductible (082)	96
400 Deductible (083)	94
500 Deductible (077)	93
600 Deductible	92

<a href="#">750 Deductible (079)</a>	<a href="#">90</a>
<a href="#">1,000 Deductible (078)</a>	<a href="#">87</a>
<a href="#">1,500 Deductible (845)</a>	<a href="#">81</a>
<a href="#">2,000 Deductible (846)</a>	<a href="#">75</a>
<a href="#">2,500 Deductible (820)</a>	<a href="#">69</a>
<a href="#">3,000 Deductible</a>	<a href="#">63</a>
<a href="#">5,000 Deductible (821)</a>	<a href="#">50</a>

**Table 14.B.2. Collision Deductibles For Which No Premiums Are Shown**

- ~~⌘ 50 Deduct. (072) - Charge 101% of the \$100 Deduct. Collision Premium~~
- ~~⌘ 200 Deduct. (073) - Charge 98% of the \$100 Deduct. Collision Premium~~
- ~~⌘ 250 Deduct. (076) - Charge 97% of the \$100 Deduct. Collision Premium~~
- ~~⌘ 500 Deduct. (077) - Charge 93% of the \$100 Deduct. Collision Premium~~
- ~~⌘ 1,000 Deduct. (078) - Charge 87% of the \$100 Deduct. Collision Premium~~

**3. Comprehensive Deductibles ~~f~~For Which No Premiums Are Shown**

Charge the following percentage of the Full Coverage Comprehensive Premium:

<del>⌘ 50 Deductible (003)</del>	<del>97 %</del>
<del>100 Deductible (010)</del>	<del>95</del>
<del>200 Deductible (015)</del>	<del>90</del>
<del>250 Deductible (055)</del>	<del>88</del>
<del>300 Deductible (724)</del>	<del>86</del>
<del>400 Deductible (725)</del>	<del>81</del>
<del>500 Deductible (726)</del>	<del>77</del>
<del>600 Deductible</del>	<del>73</del>
<del>750 Deductible (799)</del>	<del>70</del>
<del>1,000 Deductible (727)</del>	<del>65</del>
<del>1,500 Deductible (745)</del>	<del>60</del>
<del>2,000 Deductible (749)</del>	<del>54</del>
<del>2,500 Deductible (760)</del>	<del>49</del>
<del>3,000 Deductible</del>	<del>45</del>
<del>5,000 Deductible (772)</del>	<del>32</del>

**Table 14.B.3. Comprehensive Deductibles For Which No Premiums Are Shown**

- ~~⌘ 50 Deduct. (003) - Charge 97% of the Full Coverage Comprehensive Premium~~
- ~~⌘ 100 Deduct. (010) - Charge 95% of the Full Coverage Comprehensive Premium~~
- ~~⌘ 250 Deduct. (055) - Charge 88% of the Full Coverage Comprehensive Premium~~
- ~~⌘ 500 Deduct. (726) - Charge 77% of the Full Coverage Comprehensive Premium~~
- ~~⌘ 1,000 Deduct. (727) - Charge 65% 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
<del>\$15/\$450 Extended Transportation Expenses Coverage (Cov. Code 704)</del>	<del>\$19</del>
\$30/\$900 <del>Increased Limits</del> Extended Transportation Expenses Coverage (Cov. Code 706)	\$37
\$50/\$1,500 <del>Additional</del> Increased Limits Transportation Expenses Coverage (Cov. Code 768)	\$59
\$75/\$2,250 <del>Additional</del> Increased Limits Transportation Expenses Coverage (Cov. Code 163)	\$84
\$100/\$3,000 <del>Additional</del> Increased Limits Transportation Expenses Coverage (Cov. Code 164)	\$107

**3. Endorsement**

Attach ~~either Endorsement NC 03 02 (which provides for only the first three available limits) or Extended Transportation Expenses Coverage – Increased Limits Options~~ 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
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\$ 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**

- 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.

**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**

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.

**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.

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## 19. MISCELLANEOUS TYPES

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### A. Trailers Designed for Use with Private Passenger Autos

Coverage may be provided for:

#### 1. Recreational Trailers

Non-self-propelled units equipped as living quarters (including cooking, dining, plumbing or refrigeration facilities).

To be eligible for coverage, insured must maintain a separate and permanent residence other than the recreational trailer.

#### Note

1. Camper trailers shall be rated as Recreational Trailers.
  2. A portable camper body used with a pickup truck shall be rated as a Recreational Trailer. The pickup truck shall be rated in accordance with Rule 4.
2. Other Trailers

All non-self-propelled units not included above.

### Liability and Medical Payments Coverages

A Personal Auto Policy affording Liability and Medical Payments Coverage also covers trailers as described above for these coverages without additional premium charge and without specific description of the trailers when used with a private passenger auto.

Other Policies affording Liability and Medical Payments Coverage will also provide this coverage for trailers without additional premium charge and without specific description of the trailer except when the trailer is used with any auto owned or hired by the insured and not covered by like insurance in the company.

Refer to company for rates applicable to a trailer described above if:

1. Used with any auto owned or hired by the insured and not covered by like insurance in the company, or
2. No auto is owned by the insured.

### Medical Payments Insurance

Medical payments insurance is available for a home trailer, office trailer, store trailer or display trailer, if used with a private passenger auto.

The rate shall be three times the medical payments rate for the applicable private passenger classification for the territory in which the risk is located.

Farm Wagons and Farm Implements:

Coverage is afforded without additional charge for farm wagons or farm implements when attached to private passenger type autos.

### Physical Damage Coverages Only

Trailers are to be insured as separate items with separate premiums shown for each unit. If deductible coverage is written, the deductible shall apply separately to each unit. Attach Coverage For Damage To Your Auto (Maximum Limit Of Liability) Endorsement **NC 03 08**.

#### 1. Recreational Trailers – All Classes – Entire State

##### a. Contents

- (1) Auto Home Contents Coverage for Fire and Lightning and Combined Additional Coverage (including or excluding malicious mischief and vandalism) may be added.

Fire – Charge fire rate applicable to Mobilehome Insured.

Combined Additional Coverage Including Malicious Mischief and Vandalism – 25 cents per \$100.

Combined Additional Coverage Excluding Malicious Mischief and Vandalism – 20 cents per \$100.

Apply to company for endorsement.

- (2) Auto Home Coverage for TV antennas, awnings, and cabanas or equipment designed to create additional living facilities may be added.

Covered Property Coverage – \$50 Deductible – (Coverage Code 069) Charge \$1.45.

Coverage Property Coverage – \$100 Deductible – (Coverage Code 069) Charge \$1.15.

Attach Applicable Endorsement.

##### b. Fire Rate – (new & old) – \$0.45

##### c. Theft Rate – (new & old) – \$0.10

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- d. Windstorm Rate – (new & old) – \$0.05
- e. Combined Additional Coverage without Malicious Mischief and Vandalism Rate – (new & old) – \$0.10
- f. Combined Additional Coverage with Malicious Mischief and Vandalism Rate – (new & old) – \$0.15
- g. Comprehensive
  - Full Coverage (Cov. Code 01) – \$1.45
  - \$ 50 Deductible (Cov. Code 03) – 1.25
  - \$ 100 Deductible (Cov. Code 10) – 1.10
  - \$ 250 Deductible (Cov. Code 055) – 0.95
  - \$ 500 Deductible (Cov. Code 726) – 0.75
  - \$1,000 Deductible (Cov. Code 727) – 0.50

h. Collision Premiums – All Classes – Entire State

Original Cost	Deductibles											
	\$50		\$100		\$200		\$250		\$500		\$1000	
	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old
0 – 600	\$ 24	\$ 19	\$ 10	\$ 8	\$ 9	\$ 7	\$ 7	\$ 6	\$ 6	\$ 5	\$ 5	\$ 4
601 – 800	26	21	12	9	11	9	8	6	7	6	6	5
801 – 1,050	29	23	13	10	12	10	9	7	8	6	7	6
1,051 – 1,300	31	25	15	12	14	11	10	8	9	7	8	6
1,301 – 1,600	34	27	18	14	16	13	13	10	11	9	9	7
1,601 – 1,900	37	30	20	16	18	14	15	12	12	10	10	8
1,901 – 2,400	42	34	23	18	21	17	18	14	14	11	12	10
2,401 – 3,000	47	38	28	22	25	20	21	17	17	14	14	11
3,001 – 4,000	56	45	34	27	31	25	25	20	20	16	17	14
4,001 – 5,000	66	53	42	34	38	30	30	24	25	20	21	17
5,001 – 6,000	77	62	50	40	45	36	35	28	30	24	25	20
6,001 – 7,000	87	70	58	46	52	42	41	33	35	28	29	23
7,001 – 8,000	98	78	66	53	59	47	46	37	40	32	33	26
8,001 – 9,000	108	86	74	59	67	54	52	42	44	35	37	30
9,001 – 10,000	119	95	82	66	74	59	57	46	49	39	41	33

- (1) "New" means purchased new not more than 18 months prior to date insurance attaches.  
"Old" – All Others
- (2) For Recreational Trailers having a cost exceeding \$10,000, the indicated premiums for the \$9,001 to \$10,000 group shall be increased 10% per \$1,000 or fractions thereof in excess of \$10,000.
- (3) The premiums shown above are subject to a retained Minimum Premium equal to 25% of the annual premium applicable.

2. All Other Trailers – All Classes – Entire State

**All Non-Self-Propelled Units Not Included in Paragraph 1. Above.**

**Rates Per \$100 of Insurance**

Coverage	Rates
Fire	\$0.10
Theft	0.05
Windstorm	0.05
Combined Additional Coverage without Malicious Mischief & Vandalism	0.10
Combined Additional Coverage with Malicious Mischief & Vandalism	0.15
Comprehensive – Full Coverage – (Cov. Code 01)	0.55
Comprehensive – \$50 Deductible – (Cov. Code 03)	0.37

REVIEWED

**COLLISION PREMIUMS – ALL CLASSES – ENTIRE STATE**

Original Cost New at Factory	\$25 Deduct.	\$50 Deduct.	\$100 Deduct.
\$ 0 – \$ 400	\$ 7	\$ 4	\$ 3
401 – 600	9	6	5
601 – 800	12	8	6
801 – 1,000	15	10	8
1,001 – 1,500	23	15	12
1,501 – 2,000	29	19	15
2,001 – 2,500	35	23	18
2,501 – 3,000	41	27	22
Each Additional \$500 Over \$3,000	5	4	3

**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:
  - a. Applying the following factors to the applicable voluntary private passenger Bodily Injury, Property Damage and Medical Payments\* Coverage base premiums to determine the motorcycle base premium for each coverage.

Engine Size Cubic Centimeters (cc)	Bodily Injury and Property Damage	Medical Payments*
0 – 499	0.10	0.35
500 – 1249	0.17	0.35
1250 – 1499	0.25	0.35
1500 – up	0.32	0.35

- b. Determining the Driving Record Surcharge Premium for each coverage by multiplying the motorcycle base premium by the SDIP rating factor, as described in Rule 5.
  - c. Adding the motorcycle base premium and Driving Record Surcharge Premium applicable to each coverage for the motorcycle.

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

\* **Note:** Medical Payments coverage for these vehicles is not eligible for cession to the North Carolina Reinsurance Facility

2. With respect to other than "clean risks" ceded to the North Carolina Reinsurance Facility, determine the appropriate premium by:
  - a. Applying the following factors to the applicable ceded private passenger Bodily Injury and Property Damage base premiums to determine the motorcycle base premium for each coverage.

Engine Size Cubic Centimeters (cc)	Bodily Injury and Property Damage
0 – 499	0.10
500 – 1249	0.17
1250 – 1499	0.25
1500 – up	0.32

- b. Determining the Driving Record Surcharge Premium for each coverage by multiplying the motorcycle base premium by the SDIP rating factor, as described in Rule 5.

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- c. Adding the motorcycle base premium and Driving Record Surcharge Premium applicable to each coverage for the motorcycle.

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

**Note**

Medical Payments coverage for these vehicles is not eligible for cession to the North Carolina Reinsurance Facility.

**C. Snowmobiles**

Snowmobiles and similar vehicles equipped for travel over ice and snow, used principally off public roads, shall be rated as follows:

**Liability Coverages Only**

(Class Code 967000) – Excluding Passenger Hazard

(Class Code 959000) – Including Passenger Hazard

1. Bodily Injury (excluding the passenger hazard) – \$24, \$50,000/100,000 limits.  
Bodily Injury (including the passenger hazard) – \$72, \$50,000/100,000 limits.
2. Property Damage – \$10, \$50,000 limits
3. Medical Payments – \$10, \$500 per person (no other limits).
4. Combined Uninsured/Underinsured Motorists Bodily Injury Coverage and Uninsured Motorists Property Damage Coverage  
Charge rates shown in Rule 14.
5. All rates apply for the period of coverage.
6. The applicable endorsement shall be attached to the policy.

**Physical Damage Coverages Only**  
(Class Code 959000)

7. Comprehensive  
\$100 Deductible – \$2.00 per \$100.
8. Collision  
\$100 Deductible – \$2.00 per \$100.

**Note**

- a. Only Stated Amount Coverage is available.
- b. A snowmobile and trailer designed to be towed by the snowmobile shall be considered one unit for determining the deductible amount to any loss, provided said trailer is described in the schedule on the endorsement.
9. Attach Snowmobile Endorsement **NC 03 20** and Coverage For Damage To Your Auto (Maximum Limit of Liability) Endorsement **NC 03 08**.
10. All rates apply for the period of coverage.

**D. Golf Carts**

Golf carts not used for commercial purposes, with capacity to carry one or more persons.

**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.
2. All rates apply for the period of coverage.

**Physical Damage Coverages Only**

**Fire** – \$.60 per \$100 of Insurance.  
**Theft** – \$.20 per \$100 of Insurance.

**Collision –**

<b>Original Cost New</b>	<b>\$25 Ded.</b>	<b>\$50 Ded.</b>	<b>\$100 Ded.</b>
\$ 0 – 750	\$16	\$10	\$ 8
751 & Over	24	15	10

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**E. Antique Autos**

An antique auto is a motor vehicle of the private passenger type which is 25 or more years old that is maintained solely for use in exhibitions, club activities, parades and other functions of public interest, and occasionally used for other purposes.

**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.

**Physical Damage Coverages Only**

These vehicles are to be insured on Stated Amount basis only. The rates are as shown below (Class Code 962000). Attach Coverage For Damage To Your Auto (Maximum Limit Of Liability) Endorsement **NC 03 08**.

**Rate Per \$100 Of Insurance**

Deductible	Comprehensive	Collision	Fire	Theft
\$ 50	\$1.25	\$1.50	\$.35	\$.35
100	1.10	1.25	.31	.31
250	.96	1.00	.27	.27
500	.74	.75	.21	.21

**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**

Classify and rate as a private passenger auto.

**Physical Damage**

Attach Coverage For Damage To Your Auto (Maximum Limit Of Liability) Endorsement **NC 03 08**.

1. Determine the stated amount of coverage applicable to the vehicle.
2. Assign a symbol based on the stated amount, from the Price/Symbol Charts applicable to the current base model year in the Symbol and Identification Manual.
3. Classify and rate as a private passenger auto using the rate for the current base model year on the state rate pages.

**G. Low Speed Vehicles And Modified Utility Vehicles**

**1. Description**

**a. Low Speed Vehicles**

A low speed vehicle is a four-wheel ~~electric~~ vehicle that is either electrically powered or propelled by a gasoline engine, whose top speed is greater than 20 miles per hour but less than 25 miles per hour.

**b. Modified Utility Vehicles**

Modified Utility Vehicle is a four-wheeled motor vehicle that:

- (1) Is manufactured or upfitted by a licensed manufacturer, dealer, or person or business otherwise engaged in vehicle manufacturing or modification for off-road use with equipment required by G.S. 20-121.1(2a) except a vehicle identification number; and
- (2) 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.

Modified utility vehicle does not include an all-terrain vehicle, golf cart, or utility vehicle, as defined in G.S. 20-4.01, or a riding lawn mower.

**2. Rating**

**a. Liability Coverage**

Charge 25% of the premium resulting from classifying and rating as a private passenger auto.

**b. Medical Payments/PIP Coverage**

Charge 35% of the premium resulting from classifying and rating as a private passenger auto.

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

Charge the applicable private passenger premium shown in Rule 14.

**d. Comprehensive And Collision Coverages**

**(1) Comprehensive**

Charge 65% of the premium resulting from classifying and rating as a private passenger auto using a Symbol derived from the low speed vehicle's or modified utility vehicle's model year and Price New.

**(2) Collision**

Charge 55% of the premium resulting from classifying and rating as a private passenger auto using a Symbol derived from the low speed vehicle's or modified utility vehicle's model year and Price New.

**3. Endorsement**

Attach Low Speed Vehicle And Modified Utility Vehicle Endorsement **NC 03 24**.

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