

## NORTH CAROLINA CLASSIC AUTOMOBILE PHYSICAL DAMAGE POLICY

Please read your entire policy for full details about your coverages.

The provisions of the Personal Auto Policy – North Carolina apply only to Liability coverage. The following provisions apply only if a premium is shown for **PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO** in the Declarations or Schedule.

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### AGREEMENT

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In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected. All of this information is shown in the Declarations or Schedule which is part of this policy.

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### PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

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#### DEFINITIONS

Throughout this policy, 'you' and 'your' refer to:

1. The "named insured" shown in the Declarations; and
2. Your spouse, if a resident of the same household.

'We', 'us' and 'our' refer to the Company providing insurance.

Other words and phrases are defined and in quotation marks when used:

- A. "Antique vehicle" means a motor vehicle 25 years or more of age that is:
1. Maintained primarily for use in car club activities, exhibitions, parades, other functions of public interest or for a private collection; and
  2. Used only infrequently for other purposes.
- B. "Authorized third party broker" means an individual or business with which you have made an agreement to facilitate the sale of "your covered auto". This does not include any individual or employee or owner of any business who is related to you by blood, adoption, marriage or civil union or domestic partnership, or is a member of your household.
- C. "Business" includes trade, profession or occupation.
- D. "Classic vehicle" means a motor vehicle of unique or rare design and of limited production which was originally manufactured within the past 24 years and is an object of curiosity which is:
1. Maintained primarily for use in car club activities, exhibitions, parades, other functions of public interest or for a private collection, and
  2. Used only infrequently for other purposes.
- For purposes of this policy, a "classic vehicle" also includes a reproduction model of an "antique vehicle" or a "classic vehicle" as defined above. Reproduction model means:
1. Reproduction models of vehicles older than 24 years; or
  2. All vehicles which have been substantially re-manufactured.
- E. "Collision" means the upset or impact of "your covered auto" with another object.
- F. "Constructive total loss" means a loss where the cost to repair damage to "your covered auto" will exceed the Guaranteed Value<sup>®</sup> of the vehicle when fully repaired.
- G. "Equipment" means tools stored in "your covered auto" and used for the emergency maintenance of "your covered auto".
- H. "Exotic and special interest vehicle" means a motor vehicle typically manufactured within the past 14 years and because of its specific make, model year of manufacture, and exceptional physical condition, is considered to be increasing in value rather than depreciating in value.

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The “exotic and special interest vehicle” is:

1. Maintained primarily for use in exhibitions, parades, other functions of public interest or for a private collection; and
2. Used only infrequently for other purposes.

For purposes of this definition, an “exotic and special interest vehicle” shall include all high performance or kit vehicles meeting the criteria set forth herein.

- I. “Family member” means a person related to you by blood, marriage or adoption who is a resident of your household and who is listed as an authorized driver in the application. This includes a ward or foster child.
- J. “Motorcycle” means a two or three-wheeled motorized vehicle of the motorbike, motorcycle, moped or motor scooter type designed for travel on public roads, and any sidecar designed for it, if the sidecar is shown with the motorcycle in the Declarations or Schedule.
- K. “Named insured” means the person identified in the Declarations as the Named Insured under the policy.
- L. “Newly acquired auto” means any:
  1. “Antique vehicle”;
  2. “Classic vehicle”; or
  3. “Antique vehicle” or “classic vehicle” of the “motorcycle” type, but is not a reproduction or “structurally modified motorcycle”;

on the date you became owner during the policy period, whether as a new vehicle or replacement of a vehicle shown in the Declarations or Schedule, provided that:

1. It is in stock condition and has not been modified from the original manufactured design;
2. You ask us to insure it within 30 days after you become the owner; and
3. We insure all of your collector vehicles.

Under this **PART D**, the limit provided on this vehicle will be the lesser of the following:

1. The purchase price;
2. The verifiable value; or
3. \$50,000.

An endorsement must be issued to fully cover any additional vehicles you acquire.

- M. “Occupying” means in, upon, getting in, on, out or off.
- N. “Other than collision” includes loss to “your covered auto” caused by missiles or falling objects; fire; theft or larceny; explosion or earthquake; windstorm; hail, water or flood; malicious mischief or vandalism; riot or civil commotion; contact with bird or animal; or breakage of glass. If breakage of glass is caused by a “collision”, you may elect to have it considered a loss caused by “collision”.
- O. “Paddock” means the area at the race course where racing vehicles are parked. It does not include any pit area, or the track/course or its entrance or exit lanes.
- P. “Regular use vehicle” means a motor vehicle which is used for regular driving to work, school, shopping, errands or for general transportation and is not an “antique vehicle”, “classic vehicle” or “exotic and special interest vehicle”.
- Q. “Spare parts” means a replacement for an item normally a part of “your covered auto” which is not currently in place on “your covered auto”.
- R. “Structurally modified motorcycle” includes a “motorcycle” which has had its frame or structure altered from its original manufacturing specification, including but not limited to any alteration to the geometry of its steering.

- S. "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.
- T. "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".
- U. "Your covered auto" means:
1. Any "antique vehicle", "classic vehicle" or "exotic and special interest vehicle" shown in the Declarations or Schedule.
  2. A "newly acquired auto".
- V. "Your insured property" means "your covered auto", "spare parts" and/or personal effects.
- W. "Your vehicle trailer" means a vehicle(s) shown in the Declarations or Schedule designed to be pulled by a:
1. Private passenger auto; or
  2. Pickup, panel truck or van;
- that is used only for the transportation of "your covered auto".

#### **INSURING AGREEMENT**

We will pay for direct and accidental loss to "your covered auto", including its "equipment", minus any applicable deductible shown in the Declarations or Schedule, when such loss is caused by:

- A. "Other than collision" only if the Declarations or Schedule indicate that Other Than Collision Coverage is provided for that auto.
- B. "Collision" only if the Declarations or Schedule indicate that Collision Coverage is provided for that auto.

#### **EVACUATION EXPENSE**

In order to avoid covered loss resulting from "emergency conditions" we will share your reasonable expenses, up to the limits provided by this coverage, to move a scheduled vehicle from a location to preserve it from loss or damage caused by "emergency conditions" against which we insure. This includes temporary storage expenses for up to 180 days.

For purposes of this coverage, "emergency conditions" includes only the following:

- A. The issuance of a named storm watch, warning or advisory for part of the State or the entire State;
- B. The Governor or other governmental entity declares a state of emergency for part of the State or the entire State;
- C. The announcement of an evacuation, whether mandatory or voluntary, for part of the State or the entire State; or
- D. The imposition of a special curfew for part of the State or the entire State.

The most we will pay for our share to move a scheduled vehicle is limited to \$250. The most we will pay under this coverage during any policy period is \$1,000 per scheduled vehicle.

#### **MOTORCYCLE SAFETY APPAREL**

- A. We will pay for direct physical loss to any safety equipment worn by you or any person on "your covered auto" that is a "motorcycle" at the time of an accident. Safety apparel means:
  1. Helmet;
  2. Jacket;

3. Pants or chaps;
4. Boots;
5. Gloves; or
6. Goggles;

made of leather, ballistic nylon or a similar synthetic material.

The damage to the safety apparel must occur as a direct result of the accident.

- B. We will not pay for loss to safety equipment unless the equipment is made available for inspection after a loss. We will not pay for loss to helmets unless they comply with Federal Motor Vehicle Safety Standards.
- C. Our limit of liability for safety apparel for each accident will be the lesser of:
  1. The actual cash value of the safety apparel;
  2. The cost to repair or replace the damaged safety apparel with others of like kind and quality; or
  3. The difference between the value of the safety apparel prior to the accident and immediately following the accident.

However, in no event will our limit of liability for Safety Apparel exceed \$500 per helmet per accident, and not more than a combined total of \$1,000 for all Safety Apparel damaged in any one accident.

### **SPARE PARTS**

- A. We will pay up to \$750, or the amount shown on the Declarations or Schedule for "spare parts", for direct and accidental loss or damage to "spare parts" for "your covered auto".
- B. This coverage does not:
  1. Increase the limit of liability for "your covered auto" as stated in the Declarations or Schedule.
  2. Include parts held for sale by you or property of others in your care, custody or control.

### **CAR COVERS**

We will pay up to \$250 for direct and accidental loss or damage to a car cover or car bra used for "your covered auto". This coverage does not increase the limit of liability for "your covered auto" as stated in the Declarations or Schedule.

### **EXCLUSIONS**

We will not pay for:

1. Loss or damage caused by inherent defect; dampness, mildew, mold, rot or rust; temperature extremes; mechanical or electrical breakdown or failure; wear and tear; gradual deterioration; or loss of use.
2. Loss or damage caused by any repairing, renovating or refinishing process unless the process results in a fire or explosion. We will pay only for damage caused by the fire or explosion.
3. Road damage to tires unless caused by "other than collision" covered by this policy.
4. Loss due to or as a consequence of war (declared or undeclared), civil war, insurrection, rebellion, revolution, government confiscation or repossession.
5. Loss to "your covered auto" due to forfeiture ordered by the courts or destruction or confiscation by governmental or civil authorities because you or any "family member":
  - a. Engaged in illegal activities; or
  - b. Failed to comply with Environmental Protection Agency or Department of Transportation standards.
6. Loss due to nuclear reaction, nuclear radiation or radioactive contamination. We will pay for direct loss by fire resulting from any of these.
7. Loss to any data or sound receiving or transmitting equipment designed for use as a citizens band radio; two-way mobile radio; telephone; facsimile machine; or scanning monitor receiver; including its antennas or accessories.

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This exclusion does not apply if the equipment is permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.

8. Loss to equipment designed for the reproduction of sound not permanently installed in "your covered auto".
9. Loss to tapes, records, compact discs or other sound reproducing devices designed for use with sound reproducing equipment.
10. Loss to "spare parts" caused by theft unless the loss results from forcible entry into the place where your "spare parts" are normally kept; into "your covered auto" itself; or into a securely locked compartment. All losses caused by theft must have visible marks of forcible entry.
11. Loss or damage intentionally caused or directed by you or any "family member". An intentional act includes any voluntary act that a reasonable person could foresee may cause injury or damage.
12. Loss caused by or resulting from "your covered auto" being:

a. Involved in any prearranged, organized, or spontaneous race or involved in:

- 1) Preparation for a race of this type, but only while in any pit area, on the track or racecourse or its entrance or exit lanes; or
- 2) Practicing or qualifying for a race of this type.

A race includes any contest for speed or endurance, whether against another competitor or against a time measuring device.

b. Being used at a:

- 1) Racing facility; or
- 2) Facility or roadway temporarily designated for speed, time, racing, or performance driving events. This includes, but is not limited to, the use of "your covered auto" at a performance or racing driving school, a rally in excess of the legal speed limit, or a closed road rally.

However, paragraphs a.1) and b. of this exclusion do not apply while "your covered auto" is:

- 1) In a race facility's "paddock" area or a specified show display area;
- 2) Being trailered from one location to another;
- 3) Used by you to attend a racing event as a spectator;
- 4) Being operated for purposes of display in any pre- or post-race parade laps; or
- 5) Involved in an organized event on open, public roads while operated within legal speed.

c. Being used to prepare, practice or qualify for, or participate in, any of the following activities, regardless of where they take place:

- 1) Forced hydraulic bouncing competitions or exhibitions;
- 2) Pulling against another vehicle, or pulling of a weighted object during competitions or exhibitions, but not including trailer pulling;
- 3) Stereo thumping competitions or exhibitions; or
- 4) Any other similar competitive or exhibition activity that a reasonable person could foresee may cause injury or damage.

However, paragraph c., of this exclusion does not apply while "your covered auto" is:

- 1) In a facility or a specified show display area and is not involved in any competitive or exhibition activity described in this paragraph;
- 2) Being trailered from one location to another; or
- 3) Used by you to attend an event as a spectator.

13. Loss or damage to "your covered auto" which occurs while it is being used:

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- 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 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 a.2).

This exclusion 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.
14. Loss or damage to “your covered auto” that is a “motorcycle” resulting from its use in any field games.
15. Loss or damage to “your covered auto” which occurs while being used by anyone other than you or any “family member” in exchange for compensation.

#### **LIMIT OF LIABILITY**

- A. We will pay the limit shown in the Declarations or Schedule for the applicable vehicle, which is agreed to be the Guaranteed Value® of “your covered auto”, inclusive of any applicable taxes and fees, in case of a total loss or “constructive total loss”.
- B. For all other loss or damage to “your covered auto”, we will pay the amount necessary to repair or replace the property, whichever is less, provided you actually repair or replace the property, with similar kind and quality, without regard to depreciation or betterment, but we will not pay more than the Guaranteed Value® per vehicle shown in the Declarations or Schedule.

#### **LOSS TO A PAIR, SET OR PARTS**

In case of a loss to a pair or set we will repair or replace any part to restore the pair or set to its value before the loss.

In case of loss or damage to any part of “your insured property” consisting of several parts, we are liable only for the value of the lost or damaged part.

#### **PAYMENT OF LOSS**

Unless a claim has been paid by others, we will pay any loss covered under this policy within 10 days after we reach agreement with you, entry of a final judgment, or the filing of an appraisal award with us.

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to you or to the address shown in this policy. If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at the Guaranteed Value® or an appraised value.

The right of salvage belongs to us. You may, at your option, purchase the salvage from us. You must advise us of your intent prior to our making payments under the terms of this policy.

#### **NO BENEFIT TO BAILEE**

No person or organization having custody of “your insured property” who is paid or to be paid for services shall benefit from this coverage.

#### **OTHER INSURANCE**

If other insurance also covers a loss, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

**APPRAISAL**

- A. If we and you do not agree on the amount of loss, either party may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will set the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of the three will be binding.
- B. Each party will:
1. Pay its chosen appraiser; and
  2. Bear the expenses of the appraisal and umpire equally.
- C. We do not waive any of our rights under this policy by agreeing to an appraisal.

**VEHICLE TRAILER**

“Your vehicle trailer” is covered only for physical loss or damage to the trailer itself.

We will cover “your vehicle trailer”, less any applicable deductible shown in the Declarations or Schedule, for up to the amount of insurance specified in the Declarations or Schedule.

Coverage is subject to all of the applicable terms and conditions of this policy.

**LIMITED VEHICLE FRAUD COVERAGE**

- A. We will pay for loss to “your covered auto” caused by:
1. Theft of monies resulting from the sale of “your covered auto” by an “authorized third party broker”; or
  2. The confiscation of your vehicle by a public authority as a result of the fraudulent and unlawful use of the Vehicle Identification Number (VIN) by others, or the confiscation of your vehicle by a public authority if the title of “your covered auto” is shown to be fraudulent and you did not know it was fraudulent, but only if the confiscation results in your complete loss of ownership of the vehicle.
- B. The most we will pay for this coverage during any policy period is \$1,500 or the amount for Limited Vehicle Fraud Coverage shown in the Declarations or Schedule, whichever is greater. This coverage does not increase the limit of liability for “your covered auto” as stated in the Declarations or Schedule.

However, we do not cover:

1. Loss arising out of or in connection with a “business” owned by you or any “family member”;
2. Losses resulting from any fraudulent, dishonest or criminal act by you or any “family member”;
3. Losses resulting from any person aiding or abetting you or any “family member”, whether acting alone or in collusion with others; or
4. Monies which, for any reason, a bank or any other drawee fails to pay.

**GLASS DEDUCTIBLE WAIVER**

We will not apply a deductible when windshield or window glass is repaired if it is damaged as a result of “Other Than Collision” or “Collision” only if the Declarations or Schedule indicate that Other Than Collision Coverage or Collision Coverage is provided for “your covered auto”. If the damage to windshield or window glass occurs at the same time as damage to other parts of “your covered auto”, the deductible applicable to the other damage to “your covered auto” may still apply.

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**PART E – DUTIES AFTER AN ACCIDENT OR LOSS**


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We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

**GENERAL DUTIES**

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit as often as we reasonably require to examinations under oath and subscribe the same.
4. Authorize us to obtain all pertinent records.
5. Submit a proof of loss when required by us.
6. Take reasonable steps after loss to protect "your covered auto" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
7. Promptly notify the police if "your covered auto" is stolen.
8. 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.
9. Produce, if requested, the remains of "your insured property".

#### **ADDITIONAL DUTY FOR LIMITED VEHICLE FRAUD COVERAGE**

A person seeking Limited Vehicle Fraud Coverage must take all reasonable steps to cause a warrant to be issued, as soon as practicable, for the arrest of anyone causing a covered loss under this coverage. Failure to cause such warrant to be issued as required by this provision shall not invalidate any claim made by you, if you can show you made reasonable efforts to do so.

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### **PART F – GENERAL PROVISIONS**

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#### **REGULAR USE VEHICLE REQUIREMENT**

This policy provides coverage for your "antique vehicle", "classic vehicle" and/or "exotic and special interest vehicle" shown in the Declarations or Schedule. You must own a "regular use vehicle" which must be insured by a separate insurance policy which must be in effect for the entire time this policy is in effect. In no event will this policy serve as your only auto coverage.

#### **BANKRUPTCY**

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

#### **CHANGES**

- A. The premium for each of "your covered autos" is based on information we have received from you or other sources. You agree:
  1. That if any of this information material to the development of the policy premium is incorrect, incomplete or changed, we may adjust the premium accordingly during the policy period.
  2. To cooperate with us in determining if this information is correct and complete, and to advise us of any changes in this information.
- B. Any adjustment of your premium will be made using the rules in effect at the time of the change.
- C. Premium adjustment may be made as the result of a change in:
  1. Autos insured by the policy, including changes in use.
  2. Drivers.
  3. Coverages or coverage limits.
  4. Rating territory.
  5. Eligibility for discounts or other premium credits.

We may revise your policy coverages to provide more protection without additional premium charge. If we do this and you have the coverage which is changed, your policy will automatically provide the additional coverage as of the date the revision is effective in North Carolina. Otherwise, this policy contains all of the coverage agreements between you and us. Its terms may not be changed or waived except by an endorsement issued by us.

Premium adjustment may be made as the result of a change in alterations or modifications to “your covered auto”. If you alter or modify your vehicle in any way you must notify us in writing within 30 days.

### **PRIVATE PLEASURE USE**

Coverage will be suspended if “your covered auto” is:

1. Rented or leased to any person for a fee;
2. Used to carry persons or property for a fee, or for any commercial use unless prior written consent has been obtained from us;
3. Used for any illegal act by any person.

### **RACING**

There is no coverage under this policy while “your covered auto” is being prepared for or being used in a race speed contest, including but not limited to practicing or testing for such an event.

### **FRAUD OR MATERIAL MISREPRESENTATION**

We do not provide coverage for any insured:

1. Who has made a fraudulent statement or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy; or
2. If a “named insured” made a material misrepresentation in the application for this policy of insurance.

### **LEGAL ACTION AGAINST US**

No legal action may be brought against us until there has been full compliance with all the terms of this policy. Suit or action must start within three years of the date of loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

### **PAYMENT OF LOSS**

Payment of loss, with all your indebtedness to us being first deducted, will be made within 10 days after we either reach agreement with you, a final judgment is entered in the court, or an arbitration award is filed with us.

If we pay a total loss or a “constructive total loss” for any of “your covered auto(s)” shown in the Declarations or Schedule, all coverage under this policy for such covered auto(s) will terminate simultaneously upon payment of the loss. The amount we will pay for a total loss or “constructive total loss” of “your covered auto(s)” shall be reduced by any amount previously paid for repairs not completed at the time of the total loss or “constructive total loss”.

### **OUR RIGHT TO RECOVER PAYMENT**

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 any person using “your covered auto” with a reasonable belief that that person is entitled to do so.

B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

### **ABANDONMENT**

There can be no abandonment of “your insured property” to us.

### **POLICY PERIOD AND TERRITORY**

This policy applies only to accidents and losses which occur:

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1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

## **TERMINATION**

### **Cancellation.**

This policy may be cancelled during the policy period as follows:

1. The "named insured" shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the "named insured" shown in the Declarations at the last known address 10 days' notice.
3. We will cancel only for the following reasons:
  - a. Nonpayment of premiums.
  - b. You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility on submission of new application.
  - c. The termination of our contract with the agent through whom this policy was written. This does not apply if we terminate the contract because of the quality of the agent's insureds.
  - d. The cancellation of this policy pursuant to a power of attorney given to a company licensed pursuant to the provisions of G.S. 58-35-5.
  - e. You fail, at time of renewal, to meet the requirements of our corporate charter, articles of incorporation or by-laws, if we are organized for the sole purpose of providing members with insurance policies in North Carolina.
  - f. If you knowingly make a material misrepresentation of:
    - (1) the years of driving experience; or
    - (2) the driving record of you or any other driver who lives with you and customarily uses "your covered auto".

### **Nonrenewal.**

If we decide not to renew or continue 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.

### **Automatic Termination.**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

### **Other Termination Provisions.**

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;

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- 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 this policy is canceled by you or us, 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.

#### **CONDITIONAL RENEWAL**

- A. If we intend to increase the policy deductible or premium rates other than at your request, we will mail written notice of conditional renewal to the “named insured” shown in the Declarations at the last known address. Notice will be mailed at least 45 days before the end of the policy period and contain the renewal terms and a statement of the premium due for the renewal policy.
- B. Notice of conditional renewal shall not be required where you have obtained coverage elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal. If we fail to provide notice of conditional renewal in the manner described above, you may cancel the renewal policy within the 30-day period following receipt of the renewal terms and statement of premium due. Any return premium shall be calculated pro rata based upon the premium applicable to the expiring policy.
- C. If we do not provide notice of conditional renewal at least 45 days before the expiration of the policy, the “named insured” shall have the option of coverage under the policy being renewed and at the same cost of that policy until 45 days have elapsed after we have provided you such notice.

#### **OTHER INSURANCE POLICIES**

This policy provides coverage for your “antique vehicle”, “classic vehicle” and/or “exotic and special interest vehicle” and applies only to the vehicle(s) shown in the Declarations or Schedule. Any other vehicles you own should be insured by a separate policy. In no event will this policy provide coverage for any vehicles other than those shown in the Declarations or Schedule, or which are added to this policy by endorsement.

#### **TRANSFER OF YOUR INTEREST IN THIS POLICY**

Your rights and duties under this policy may not be assigned without our written consent. However, if a “named insured” shown in the Declarations dies, coverage will be provided for:

- 1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a “named insured” shown in the Declarations;
- 2. The legal representative of the deceased person as if a “named insured” shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use “your covered auto”; and
- 3. Any person having proper temporary custody of “your covered auto”, as an insured, until the appointment of a legal representative.

Coverage will only be provided until the end of the policy period.

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 **PART E – DUTIES AFTER AN ACCIDENT OR LOSS** 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** to resolve disagreements on the amount of loss.

## **TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

## **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; and
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.

## **CHOICE OF LAW**

This policy is issued in accordance with the laws of North Carolina and covers property or risks principally located in North Carolina. Any and all claims or disputes in any way related to this policy shall be governed by the laws of North Carolina.

Any part of this policy that conflicts with state law is automatically changed to conform to the law.