

**a consumer's guide to**

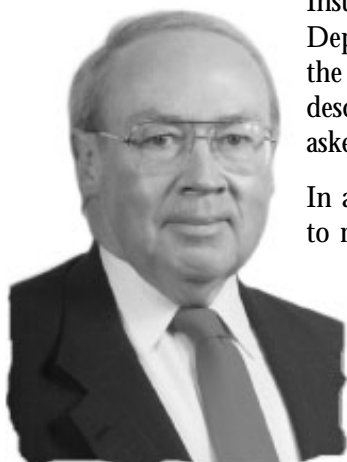
# ***Automobile Insurance***



**North Carolina  
Department of Insurance**  
Jim Long, Commissioner

# A Message from the Commissioner

---



Insurance is a complex issue, and it is the responsibility of the North Carolina Department of Insurance to keep consumers informed. This booklet will help explain the basic automobile insurance coverages, discuss factors that influence your rates, describe what is involved in settling your claim and answer some of the most frequently asked questions from consumers in North Carolina.

In addition to the information contained in this guide, I encourage you to take the time to read your personal automobile policy. This will allow you to become familiar with the specific language of your policy.

The North Carolina Financial Responsibility Laws require that Automobile Liability coverage be maintained. The minimum coverage requirements are \$30,000 Bodily Injury for each person, \$60,000 total Bodily Injury for all persons in an accident and \$25,000 for Property Damage.

Insurance companies and their agents are required to offer Uninsured Motorist and Combined Uninsured/Underinsured Motorist coverage. If you do not wish to have this coverage, it must be rejected in writing.

We are very proud of the services our department provides to the citizens of North Carolina. The North Carolina Department of Insurance makes consumer advocacy its highest priority. The Consumer Services Division will be happy to answer any questions you may have. Feel free to contact this Division toll-free at 1-800-546-5664.

A handwritten signature in cursive script that reads "Jim Long".

*Jim Long*  
Commissioner of Insurance

## Table of Contents

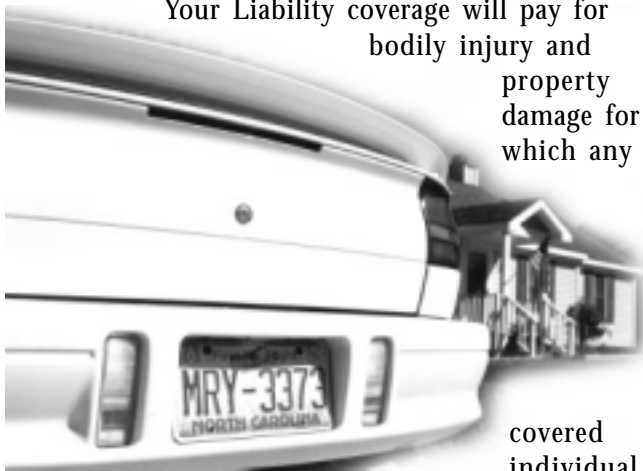
---

<b>Basic Automobile Insurance Coverages</b>	<b>2</b>
<b>Chart of Primary Coverages</b>	<b>4</b>
<b>Miscellaneous Coverages</b>	<b>5</b>
<b>How Rates are Determined</b>	<b>5</b>
<b>North Carolina Safe Driver Incentive Plan</b>	<b>6</b>
<b>Insurance for High Risk Drivers</b>	<b>8</b>
<b>Insurance Tips</b>	<b>9</b>
<b>Losing Your Insurance</b>	<b>11</b>
<b>After the Accident</b>	<b>12</b>
<b>Frequently Asked Questions</b>	<b>14</b>
<b>Consumer Services and Complaints</b>	<b>17</b>
<b>Glossary and How to Reach Us</b>	<b>18</b>
<b>Consumer Complaint Form</b>	<b>19</b>

# Basic Automobile Insurance Coverages

Automobile insurance is used to protect you against expenses you may not otherwise be able to afford if you are involved in an automobile accident. The automobile policy is a combination of several individual types of coverages. *(Review your policy or contact your agent to identify the limitations and exclusions for the following coverages.)*

## Liability Coverage *(required by N.C. law)*



Your Liability coverage will pay for bodily injury and property damage for which any

covered individual becomes

legally responsible. The Personal Automobile Policy will cover you or any family member while using any automobile or trailer, and any person using your covered automobile with permission. The policy will pay up to the limits listed in your policy.

Under this coverage you will have separate limits of liability per person injured and limits of liability per accident. This is called split limits. For example, you may have limits of 100/300/50. This would mean your policy would pay up to a maximum of \$100,000 to any one person injured by a covered driver or up to \$300,000 for all injured parties combined, as a result of a single accident. Also, this coverage has a single limit of liability for all property damage resulting from any one accident. Using the above example of 100/300/50 limits, you will have a limit of \$50,000 Property Damage Liability for each accident.

The liability section can be separated into three parts: Bodily Injury Liability, Property Damage Liability and Supplementary Payments.

### ***Bodily Injury Liability***

This coverage will pay for damages to *other people* as a result of an accident caused by you or another covered driver. Examples of damages include medical and funeral expenses, lost wages, disability, rehabilitation, pain and suffering, law suit settlements and legal expenses.

### ***Property Damage Liability***

This coverage will pay for damages to *other people's* property as a result of an accident that is caused by you or another covered driver. Examples of damages include the repair or actual cash value (ACV) of another individual's automobile or other property and legal expenses.

### ***Supplementary Payments***

This coverage is in addition to your stated limits of liability. *(Review your policy or contact your agent to identify the limitations and exclusions for this coverage.)* This section provides payment on accident related expenses involving:

1. Bail bonds;
2. Premiums on appeal bonds and bonds to release attachments;
3. Costs taxed against an insured and interest accruing after a judgment is entered;
4. Loss of earnings because of attendance at hearings or trials at the insurance company's request;
5. Expenses for emergency first aid to others at an accident involving a covered auto; and
6. Other reasonable expenses incurred at the insurance company's request.



## Coverage for Damage to Your Automobile

This coverage is for direct and accidental loss to your covered automobile, or any *non-owned automobile* that meets the following definition:

1. Any private passenger automobile or trailer not owned by or furnished or available for the regular use of you or any family member while in the custody of or being operated by you or any family member.
2. Any auto or trailer you do not own while being used as a temporary substitute for your covered auto because of its breakdown, repair, servicing, loss or destruction.

### ***Collision***

Collision means physical damage to your covered vehicle caused by an impact with another vehicle or object. This coverage pays the lesser of the cost of repair or ACV of your automobile.

### ***Other Than Collision (Comprehensive)***

This coverage pays the cost of repair or ACV of your automobile less any deductible. Losses caused by the following are considered comprehensive claims:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosive or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with a bird or animal; or
10. Breakage of glass.

## Medical Payments Coverage

This coverage pays for reasonable and necessary medical and funeral expenses due to an automobile accident. Individuals covered under this coverage include:

1. You or any family member while occupying any automobile, or as a pedestrian when struck by a motor vehicle; or
2. Any other person while occupying your covered automobile or any

vehicle (private passenger automobile or trailer licensed for road use) driven by you or a family member.

The policy will pay up to the limits listed in your policy for each individual injured.

The Medical Payments coverage will not provide coverage for any expenses if the injuries occur while occupying a motorized vehicle with less than four wheels.

## Uninsured/Underinsured Motorists (UM/UIM) Coverage

### ***Uninsured Motorists (UM) Coverage***

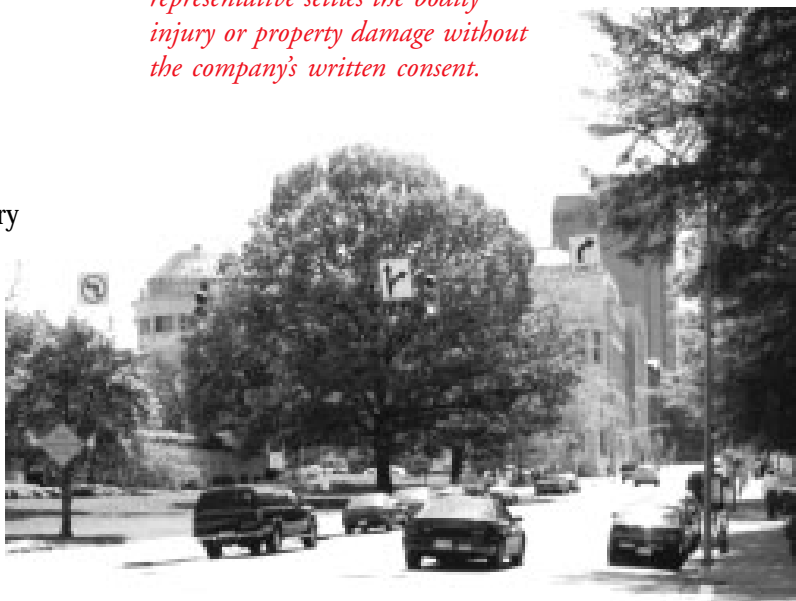
Your Uninsured Motorist coverage will provide protection when an uninsured driver, who is at-fault, injures you or another covered individual. It also provides property damage coverage.

### ***Underinsured Motorists (UIM) Coverage***

This coverage will provide protection when an underinsured driver, who is at-fault, causes injury to a covered individual. An underinsured driver is one whose limits of liability are less than your UIM limits, and not enough to cover the losses of the people the underinsured driver injures in an at-fault accident.

UIM coverage does not provide protection against property damage. The UIM coverage will pay a maximum of the difference between the other driver's Liability limits and your UIM limits.

*Caution: Your insurance company will not provide coverage if you or your legal representative settles the bodily injury or property damage without the company's written consent.*



# Chart of Primary Coverages

Type of coverages	What does it pay for?	Who (or what) is covered?	Is it required?
<b>Liability</b>	Bodily injury and property damage for which a covered driver becomes legally liable	You and your family, or anyone driving your covered automobile with permission	Yes; State law requires minimum limits
<b>Collision</b>	Damage to your covered automobile	Your covered automobile or non-owned automobile	No; May be required by lender
<b>Comprehensive</b>	Damage to your covered automobile, caused by: missiles or falling objects, fire, theft or larceny, explosion or earthquake, windstorm, hail, water or flood, malicious mischief or civil commotion, contact with a bird or animal or breakage of glass	Your covered automobile or non-owned automobile	No; May be required by lender
<b>Medical Payments Coverage</b>	Necessary and reasonable medical and funeral services	You and your family, or anyone occupying your covered automobile	No
<b>Uninsured/ Underinsured Motorist Coverage</b>	Bodily injury and property damage for which another driver becomes legally liable	You and your family, or anyone occupying your covered automobile	No

## Miscellaneous Coverages

---

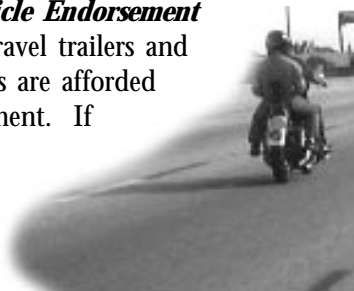
These coverages may be purchased in addition to your basic automobile coverages. You will be charged an additional premium for electing the following coverages. *(Review your policy or contact your agent to identify any applicable limitations and exclusions.)*

### ***Automobile Death Indemnity, Specific Disability and Total Disability Benefits Coverage***

This endorsement will provide a benefit for death, dismemberment, specific disability and total disability resulting from an automobile accident.

### ***Miscellaneous Type Vehicle Endorsement***

Motorcycles, golf carts, travel trailers and other similar type vehicles are afforded coverage by this endorsement. If your covered vehicle is a motorcycle, the endorsement will extend the medical payments coverage to motor vehicles with fewer than four wheels.



### ***Coverage for Rented Vehicles***

This endorsement provides coverage for you or a family member who rents a rental vehicle on a daily basis for less than 22 consecutive days.

### ***Coverage for Damage to Your Automobile (Maximum Limit of Liability, Including Customizing Equipment Coverage)***

The custom furnishings and custom equipment of your covered automobile or non-owned automobile are covered by this endorsement.

### ***Coverage for Audio, Visual and Data Electronic Equipment and Tapes, Records, Discs and Other Media***

Through this endorsement, coverage is provided for loss to additional permanently installed electronic equipment and accessories.

### ***Towing and Labor Costs Coverage***

This coverage pays for towing and labor costs each time your covered automobile or any non-owned automobile is disabled or the keys are lost, broken or accidentally locked in the car.

### ***Extended Transportation Expenses Coverage (Rental Reimbursement)***

This coverage will pay, up to a specified rate and maximum total amount, transportation expenses incurred by you or loss of use expenses for a non-owned vehicle for which you become legally responsible.

## How Rates are Determined

---

Underwriting is the process by which an insurance company considers your application and evaluates your driving record and other factors to see if you meet its guidelines. Insurance companies use a variety of factors to determine the level of risk each applicant presents. Each company will use its own underwriting guidelines to decide whether or not to insure a driver voluntarily. Some of the most common factors are: your driving record, where you live, type of automobile and use of automobile.

### ***Your Driving Record***

Your driving record will have the largest impact on your insurance premium. North Carolina insurance points are charged for at-fault accidents and convictions for moving violations that occur within the experience period (*see chart on page 6*). The experience period is the three years immediately preceding the date of application or the preparation of the policy renewal.

### ***Where You Live***

The area you live in will also affect your rate. Insurers will consider vehicle and population density, road conditions, repair rates, hospital and medical costs, and the number of accidents and other claims in a particular area. Normally, urban areas have higher rates than rural areas.

### ***Type of Automobile***

The likelihood of theft, cost of repair and replacement, and the style of vehicle (sports car, SUV, station wagon, etc.) will influence your premium. For example, a sports car will normally have a higher premium than a family sedan.

### ***Use of Automobile***

The more you use your vehicle the more you may pay in premium. A vehicle you drive 20 miles to work everyday is considered a greater risk than a vehicle only used occasionally.

# North Carolina Safe Driver Incentive Plan

Maintaining a clean driving record can pay off. To reward safe drivers with the lowest possible insurance rates, the General Assembly enacted the North Carolina Safe Driver Incentive Plan (SDIP). Drivers who are convicted of moving traffic

violations and/or cause accidents will be charged higher premiums in accordance with their driving records. SDIP points are charged as follows for convictions and at-fault accidents occurring during the Experience Period:

SDIP Points	Convictions and At-Fault Accidents
<b>12</b>	Manslaughter or negligent homicide Prearranged highway racing or lending a car for prearranged highway racing Hit-and-run resulting in bodily injury or death Driving with a blood-alcohol level of .08 or more Driving commercial vehicle with a blood-alcohol level of .04 or more Driving while impaired Transporting illegal intoxicating liquor for sale
<b>10</b>	Highway racing or lending a car for highway racing Speeding to elude arrest
<b>8</b>	Driving during revocation or suspension of license or registration
<b>4</b>	Reckless driving Hit-and-run resulting in property damage only Passing a stopped school bus Speeding in excess of 75 mph when the speed limit is less than 70 mph Speeding in excess of 80 mph when the speed limit is 70 mph or greater Driving by a person less than age 21 after consuming alcohol or drugs
<b>3</b>	At-fault accident that occurs before January 1, 2004, resulting in death, or bodily injury* in excess of \$1,500 or property damage of \$2,500 or more** At-fault accident that occurs on or after January 1, 2004, resulting in death, or bodily injury* in excess of \$1,800 or property damage of \$3,000 or more**
<b>2</b>	Illegal passing Following too closely Driving on wrong side of the road At-fault accident that occurs before January 1, 2004, resulting in property damage in excess of \$1,500, but less than \$2,500** At-fault accident that occurs on or after January 1, 2004, resulting in property damage in excess of \$1,800, but less than \$3,000** Speeding more than 10 mph over the speed limit provided the total speed is in excess of 55 mph, but less than 76 mph Speeding 10 mph or less in excess of speed zone of 55 mph or greater
<b>1</b>	All other moving violations At-fault accident that occurs before January 1, 2004, resulting in bodily injury* of \$1,500** or less, or property damage of \$1,500 or less** At-fault accident that occurs on or after January 1, 2004, resulting in bodily injury* of \$1,800** or less, or property damage of \$1,800 or less** Speeding 10 mph or less in excess of speed limit of less than 55 mph
<p>* No SDIP points will apply for Bodily Injury if the insured furnishes proof that costs were solely for diagnostic purposes. ** The greatest number of points will be applied for at-fault accidents resulting in Property Damage and Death or Bodily Injury.</p>	



### Special Exemptions

No SDIP points will be charged for:

**An accident provided all of the following are true:**

- There is property damage only;
- The amount of damage is \$1,500 or less; (\$1800 or less if accident occurs on or after January 1, 2004);
- There is no conviction for a moving violation in connection with the accident; and
- No licensed operators in the household have convictions or at-fault accidents during the experience period. (An insurance company may require that the insured be covered by that company for six continuous months.)

**Speeding 10 mph or less over the posted speed limit; provided all of the following are true:**

- The violation did not occur in a school zone; and
- There is not another moving traffic violation for the experience period (an isolated Prayer for Judgement Continued [PJC] will not count as a prior conviction for the purpose of this exception).

**One PJC for each household every three years; however:**

- A second PJC may cause points to be charged according to the underlying convictions.

### Insurance Points Will Cost You Money

Points	% of Rate Increase	Cost if Basic Rate is \$300	Points	% of Rate Increase	Cost if Basic Rate is \$300
1	25%	\$375	7	180%	\$840
2	45%	\$435	8	220%	\$960
3	65%	\$495	9	260%	\$1,080
4	90%	\$570	10	300%	\$1,200
5	120%	\$660	11	350%	\$1,350
6	150%	\$750	12	400%	\$1,500

# Insurance for High Risk Drivers

## ***What is a High-Risk Driver?***

When an insurance company considers you a high-risk driver, it will be harder to obtain insurance, especially at better rates. Usually drivers are considered a high risk because of tickets or accidents, reckless or drunk driving history or being an inexperienced operator.

## ***What is an Inexperienced Operator?***

An inexperienced operator is a licensed driver who has less than three years driving experience. Adding an inexperienced operator will cause a significant increase in your premium.

The following chart gives examples of some basic rates for inexperienced operators in the same area. The chart

includes no insurance points for drivers in the household. Also, this chart does not take into account discounts and deviations individual insurance companies may apply to the final rate.

## ***The coverages considered in the chart are:***

- Property Damage and Bodily Injury Liability;
- Uninsured and Combined Uninsured / Underinsured Motorist Coverage with the same limits as the Liability Coverage Limits and;
- Medical Payments Coverage with limits of \$1,000.

## **Inexperienced Drivers Will Influence Your Premium**

<b>Type of Policy</b>	<b>Experience</b>	<b>30/60/25 Limits</b>	<b>100/300/50 Limits</b>	<b>250/500/50 Limits</b>
<b>Single Car Policy</b>	0 to 1 year	\$641	\$759	\$802
	1 to 2 years	\$488	\$570	\$618
	2 to 3 years	\$423	\$497	\$413
	Over 3 years	\$145	\$193	\$225

*Rates are determined with one licensed driver on the policy*

### ***Reinsurance Facility***

Since the financial responsibility laws require individuals to be covered for Bodily Injury Liability and Property Damage Liability up to the minimum limits, insurance companies cannot refuse to write those coverages. If they do not want to bear the risk, insurance companies will place high-risk drivers in the reinsurance facility. The purpose of the facility is to assure the availability of motor vehicle liability insurance to all eligible risks. The types of coverage offered are:

1. Bodily Injury Liability from the minimum limits required to a maximum of \$100,000 each person, \$300,000 each accident;
2. Property Damage Liability from the minimum limits required to a maximum of \$50,000 each accident;
3. Medical Payments Coverage from \$1,000 to a maximum of \$2,000 each person; (This coverage is not available for motorcycles.)

4. Underinsured Motorist Coverage to a maximum \$1,000,000 each person and each accident for Bodily Injury Liability; and
5. Uninsured Motorist Coverage from the minimum limits required of Bodily Injury Liability and Property Damage Liability to a maximum of \$1,000,000 each person and each accident for Bodily Injury Liability, and \$50,000 for property damage (with a \$100 deductible).

### ***Options for High-Risk Drivers***

It may be difficult for a high-risk driver to obtain Collision, Comprehensive and other coverages that are not offered through the reinsurance facility. The most common method is through a company that writes non-standard business.

Your company may ask you to sign a “consent to rate” form. This would mean that you agree to pay rates higher than what has been filed with the North Carolina Department of Insurance in order for the company to write the coverage.

## **Insurance Tips**

---

### ***Examples of Discounts, Deviations and Credits***

You may want to ask your agent or company if you are eligible for any discounts. Following are some examples of discounts being offered:

- Your vehicle has anti-lock brakes.
- Your vehicle has an anti-theft device.
- Your vehicle has daytime running lights.
- You agree to a checkless pay plan (electronic funds transfer).
- You are renewing your policy and did not have a loss or conviction during the last policy period.
- You are considered a mature driver (normally age 55, but ages for eligibility can vary by company).
- You have more than one automobile on the same policy.
- You have insurance on your home and automobile with the same company.
- Your vehicle has a passive restraint system (air bags, automatic seat belts and other safety equipment may qualify).

### ***Increase Deductibles***

You can lower your premium by increasing your deductibles. You can choose the deductibles on your comprehensive and collision coverages. In doing this you will want to consider how much of a loss you can afford to absorb if you have a claim.

### ***Shop Around (Comparison Shopping)***

Shop around, you may find substantial differences between quotes. Make sure you are comparing identical coverages when comparing companies. Make sure you are dealing with licensed agents and companies. You can check this by contacting the North Carolina Department of Insurance at 1-800-546-5664.

You can also check a company's ratings. Some examples of organizations that rate insurance companies are A.M. Best, Moody's Investors Service, Standard and Poor's Corporation (S&P) and Weiss Research. You can typically find information offered by these organizations at your local library or on the Internet.

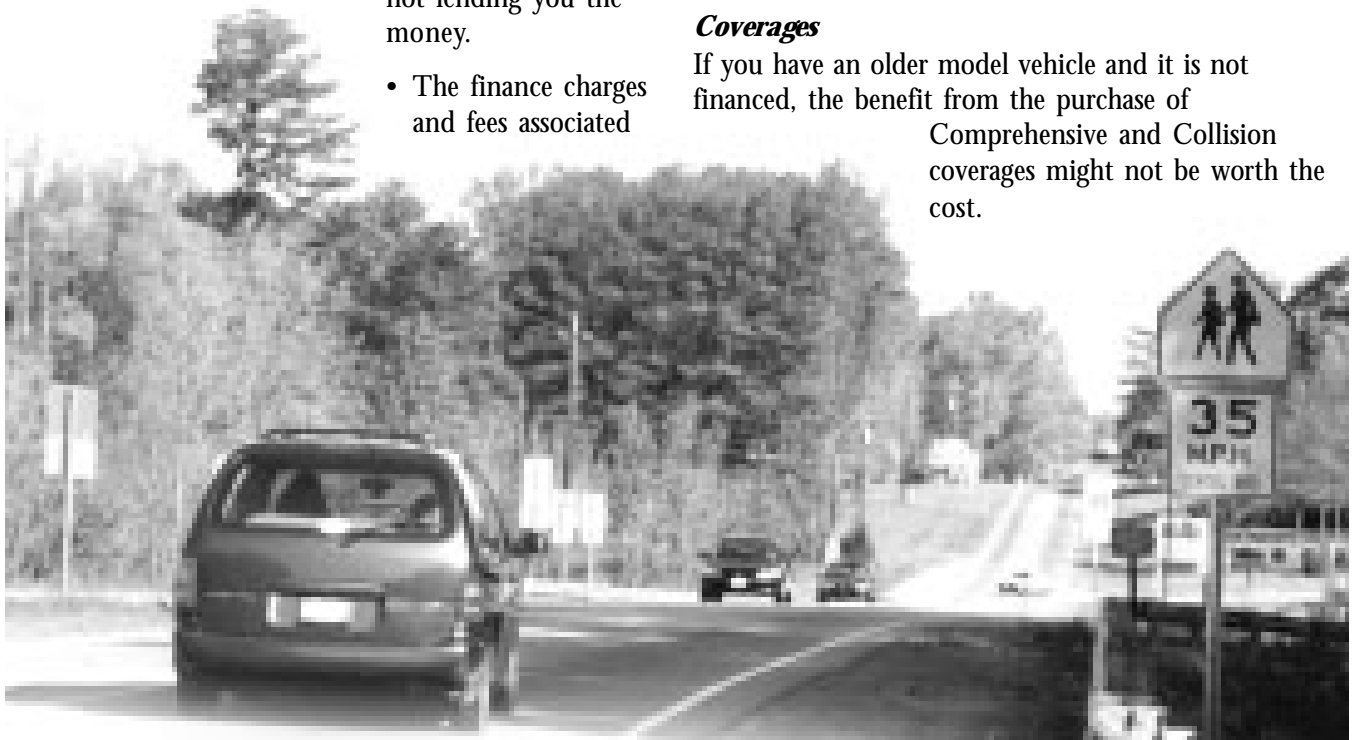
### ***Paying Your Premium***

Pay your premium in full. Also, pay on or before the due date to avoid the risk of cancellation. There is **NO GRACE PERIOD** for automobile insurance. Use a check or money order. If you use cash, request a receipt, and keep it in a safe place.

Pay your premiums even if you disagree with your insurance company. Failure to make premium payments may cause cancellation of your policy.

Some consumers choose to finance their premium. The method most commonly used is by way of a premium finance company. When dealing with a premium finance company you should note the following.

- You are reaching a separate agreement with the finance company. Your insurance company is not lending you the money.
- The finance charges and fees associated



with the loan will increase your total cost of insurance.

- The finance agreement must be in writing, dated and signed by you. Before the first due date of the first installment, the finance company must deliver a copy of the agreement to you or mail to your address as shown on the agreement.
- You should ask your agent for an explanation of the charges and fees associated with the agreement.

### ***Before You Buy a Car***

Before you buy your car ask about the cost of insurance. Some makes and models are higher risks than others and could result in a higher premium. With a few models, you may have trouble finding companies willing to provide Comprehensive and Collision coverages.

### ***Driving Record***

Maintain a clean driving record. A key element in determining your rates is your driving record. Remember that insurance points will remain on your record for three years.

### ***Parents of Teenagers***

If your child does not own a car, make sure the insurer knows which car the teen will be driving and whether it will be primary or occasional use.

### ***Coverages***

If you have an older model vehicle and it is not financed, the benefit from the purchase of Comprehensive and Collision coverages might not be worth the cost.

### ***Read Your Policy***

Read your policy and make sure that it lists all coverages you have requested.

### ***Insurance Identification Cards***

Make sure you have an insurance identification card. This will provide the necessary insurance information required from you at the time of an accident.

# Losing Your Insurance

---

Insurance companies have the right to terminate your coverage; however, they must follow the guidelines listed in your policy to do so. The three ways your policy can be terminated are cancellation, nonrenewal and automatic termination.

## Cancellation

Cancellation is when your policy is terminated during the policy period. You may cancel your policy by returning the policy to the company or agent or giving the company advanced written notice of the date you wish to cancel the policy.

### ***Liability, Medical Payments and Uninsured Motorists or Combined Uninsured/Underinsured Motorists Coverages***

Your company may cancel your Liability, Medical Payments and Uninsured Motorists or Combined Uninsured/Underinsured Motorists coverages by mailing to your last known address:

1. At least 15 days notice, if cancellation is for non-payment of premium; or
2. At least 60 days notice for all other cases.

There are certain reasons your company may cancel your Liability, Medical Payments, and Uninsured Motorist or Combined Uninsured/Underinsured Motorist coverages:

1. Non-payment of premium;
2. You are no longer a resident of North Carolina and are not eligible for a policy through the reinsurance facility.
3. The insurance company terminates its contract with your insurance agent;
4. Your premium finance company cancels the policy according to the finance contract;
5. If you knowingly make a material misrepresentation of:
  - a. The years of driving experience; or
  - b. The driving record of you or any other driver who lives with you and customarily uses your covered automobile.

### ***Collision, Comprehensive, and Coverages Other Than Those Previously Listed***

Your insurance company may cancel any coverage other than your Liability, Medical Payments and Uninsured Motorists or Combined Uninsured/Underinsured Motorists by mailing to your last known address at least 10 days advance notice.

Insurance companies review many different factors to determine whether the policy continues to meet their underwriting criteria. Some of the factors that may lead to cancellation or nonrenewal are:

- Non-payment of premium. Remember there is NO GRACE PERIOD for automobile insurance;
- Excessive claims or accidents;
- Traffic violations;
- And no longer meeting company guidelines (Examples include adding a sports car or adding an inexperienced operator).

## Nonrenewal

Nonrenewal denotes your company's refusal to renew your policy. An insurance company can nonrenew your Liability, Medical Payments and Uninsured Motorist or Combined Uninsured/Underinsured Motorist coverages by mailing to your last known address at least 60 days notice before the end of the policy period. Any other coverage may be nonrenewed by mailing to you at least 10 days notice before the end of the policy period.

## Automatic Termination

If the insurance company offers to renew or continue your coverage and you do not accept, the policy will automatically terminate at the end of the current policy period. Failure to pay the required premium to renew or continue your policy will mean you do not accept the offer.

If you purchase other insurance on your covered automobile, any similar insurance provided by the initial policy will terminate. The termination will occur on the effective date of the other insurance.

## Refunds

There are two ways of calculating your refund after cancellation, pro-rata cancellation and short rate cancellation.

### ***Pro-Rata Cancellation:***

This type of calculation is used when the company cancels your policy. It will generate your refund,

without any penalty, for canceling during the policy period.

### ***Short Rate Cancellation:***

This type of cancellation may be used when you cancel the policy. It will generate your refund including a penalty for canceling during the policy period. The penalty amount varies according to the total premium and the amount of time left in the policy period.

## After the Accident

---

### Accident Checklist

- ✓ Stop your car in a safe place.
- ✓ Move your car, if needed, to protect against further damage and keep from blocking traffic.
- ✓ Call the police, especially when there are injuries or hit and run accidents.
- ✓ Get information:
  1. The other driver's name, address, phone number, license plate number, driver's license number and insurance information.
  2. The witness' name, address and telephone number.
  3. Insurance information needed: name of company and policy number exactly as shown on the other driver's proof of insurance card.
- ✓ Don't agree to forget about the accident. You may have hidden damages, unknown injuries or later find that a lawsuit has been filed against you.
- ✓ Call your agent if you have any questions or concerns with the claims process. Your agent could be of assistance when filling out forms and documents required to proceed with your claim.

### Who do I call to file a claim?

- Your agent or insurance company.
- If another individual is responsible for your damages, you need to contact their insurance agent or company.
- The adjuster you are assigned will inform you of any additional steps needed.

### How will a company determine who is at-fault?

The insurance adjuster investigating the accident will attempt to determine who is negligent or at-fault. The Automobile Liability coverage will pay for bodily injury and/or property damage for which any insured becomes legally responsible due to negligence.

North Carolina Contributory Negligence Law bars a driver from collecting damages if determined to be partially at fault. In essence, if you contribute to an accident, you may not be able to collect on a liability claim. Any disagreement will ultimately have to be resolved in a court of law.

### If Your Car Can Be Repaired

The insurance company is responsible for the cost to repair your vehicle. This does not necessarily mean the estimated amount by the repair facility of your choice. If the company can have the same repairs completed at a lower cost from another shop, you may be required to pay the difference.

No insurance company can require the use of after market parts in the repair of your vehicle unless the part is equal to the original part in terms of fit, quality, performance, and warranty. Any modifications made necessary because of the use of after market parts shall be included in the estimates. You can choose not to have after market parts placed on your car, but you may be responsible for any additional cost.

The insurance company may deduct for depreciation when they allow for an entire paint job or when such items as tires and batteries are replaced. Depreciation is the decrease in value of the vehicle or part because of age or wear and tear.

## If Your Car Must be Totaled

If a motor vehicle is damaged, to the extent that the total cost of repair is equal to or exceeds 75 percent of the pre-accident actual cash value (ACV), the insurer shall consider the vehicle a total loss.

When your car is totaled, the insurance company is responsible for its ACV. ACV represents the local market value of the totaled vehicle.

There are two methods to determine local market value:

1. By using the local market price of a comparable vehicle; or
2. If no comparable vehicle can be located, dollar estimates from at least two qualified dealers within the local market area are normally used.

## If You are Injured

Medical Payments coverage, if purchased, can provide some assistance for your doctor and hospital bills, regardless of fault.

Bodily injury claims can include doctor and hospital bills, laboratory fees, lost wages and pain and suffering that are a direct result of the accident.

The General Statutes of North Carolina establish no guidelines pertaining to the determination or calculation of any amount owed to you for pain and suffering. Therefore, if you and the insurance company cannot agree on the value of your claim you may wish to seek legal advice.



# Frequently Asked Questions

## Automobile Insurance Basics

### ***What happens if I have a lapse of liability insurance?***

Whenever your liability coverage is cancelled or nonrenewed, your insurance company is required to notify the North Carolina Division of Motor Vehicles (DMV). The DMV is required to notify you when they receive the notification. If there is a penalty, the DMV will advise you of such and what action, if any, that you need to take.

### ***Will my policy provide the required liability coverage when traveling to other states?***

Yes, your policy will automatically meet the minimum requirements of other states in which you are traveling.

### ***What about driving in Canada and Mexico?***

Your policy will cover you and meet the requirements of Canada. Your policy **WILL NOT** cover you in Mexico. In the border states, you can purchase Mexican liability policies from agents who specialize in it.

### ***Are family members covered by my policy?***

Yes, family members are insured under your policy. Family member is defined in your policy as a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

### ***Do I need to purchase coverage when I rent a car?***

Under certain conditions your automobile policy may provide coverage while using a rental vehicle. However, contact your agent for specifics.

### ***Is flood damage covered?***

Yes, if you have purchased the Comprehensive coverage.

### ***Are cell phones and stereo equipment covered?***

Stereo equipment, cell phones, televisions, scanners and other media may be covered under certain conditions. You should check with your agent to make sure you are properly covered.

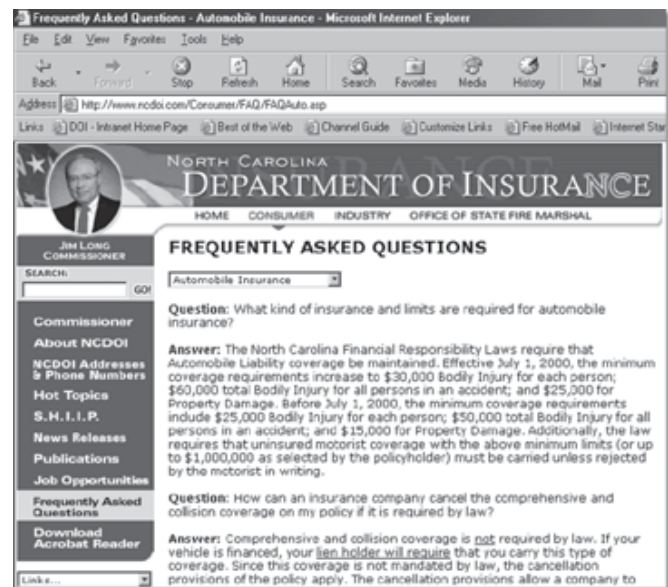
### ***When I buy an additional car or replace a car, is the new car covered automatically?***

Yes, as long as you notify the insurance company within 30 days after acquiring a new vehicle. Additional vehicles will have the broadest coverage of any vehicle listed on your policy. Replacement vehicles will have the same coverage as the vehicle it replaced.

If you do not notify the company within 30 days, there will be no automatic coverage.

### ***What happens if I drop coverage on a financed vehicle?***

First, it is a violation of your finance contract and may put your loan in jeopardy. Second, the lender could place single interest coverage on the vehicle and add the premium to the loan. The coverage is expensive and does not provide any coverage for you.



### ***What if I buy a motorcycle?***

The automobile policy, if not amended, does not provide any coverage. You can endorse your policy so that it will extend the coverages to your motorcycle.

## Insurance for Young Drivers

### ***I'm going to college in another state, and my car is still registered in North Carolina. Will my (or my parents') North Carolina policy cover me?***

Yes, coverage would still apply. Your premium may be adjusted because of where the vehicle is now located.

### ***My daughter is going away to college. Can my company force me to keep her on the policy if I want to remove her?***

Yes, your company still must cover her as long as her permanent residence is your home. Even if she doesn't have a vehicle with her, your policy covers her for liability when she may borrow a vehicle at school and when at home on visits.

***I'm enlisting in the military. Does my policy still cover me if I'm stationed in another state?***

Your policy will automatically meet the other state's liability requirement. When it is time to renew your policy you may be required to purchase insurance in the state where you are stationed.

***My son has received his driver's license. Do I have to add him to my policy if he drops his own insurance policy?***

Yes, as long as he is a resident of your household. However, you must notify your agent or company. Failure to do so could jeopardize your coverage.

***My 19-year-old son no longer lives with me. What can I do to remove him from my policy if the company wants to keep him on my policy?***

Showing proof of insurance with another company can help you remove him. Also, show the company any documents that will help prove that a change of address has taken place. Examples of these documents can include lease agreements, utility billings or receipts, and a current driver's license.

***Does my child have to be rated on the most expensive vehicle?***

No, the rates should apply to the vehicle your child principally operates. If the child is an occasional operator, the rates would apply to the vehicle your child most frequently operates.

## **How Rates Are Determined**

***Why does my insurance cost more than my agent said it would?***

A quote is an estimate of your premium. It does not offer a firm price or contract. If your agent misquoted the premium, your company must correct it by billing you for the correct premium or refunding the overpaid amount. Being accurate with your driving information is the best way to assure correct premium charges.

***Why is it harder to get insurance if drivers in my household have bad driving records?***

When the individuals residing in your house have bad driving records, the company knows it has an increased risk. Your company will consider that risk when underwriting the policy. According to the Liability Coverage section of your policy, any family member is considered an insured. Anyone driving your covered vehicle with permission is also covered by your policy.

## **Losing Your Insurance**

***Does an insurance company have to tell me why it cancelled my insurance policy?***

Yes, a company must give the reason(s) why your policy was cancelled and the date termination is effective.

***Can a company refuse to renew my policy because of claims that were not my fault?***

Your company can nonrenew your Comprehensive and Collision coverages if you do not meet its underwriting criteria, as long as the company gives proper notification. Many companies will use frequency of claims, taking into account at-fault as well as fault-free claims, as one of their criteria.

***My company renewed my policy with another company in the same group. Can they do that?***

Yes, if it gives you proper notification that your original policy will be nonrenewed.

***Why didn't I get a notice that my insurance policy was cancelled?***

If canceling your Liability, Medical Payments and Uninsured Motorist or Uninsured/Underinsured Motorist Coverages for non-payment of premium, your company must mail a notice to your last known address at least 15 days in advance. Sixty days notice is required for all other reasons.

The insurance company is responsible for showing proof that the notice of cancellation was mailed, not proof that you did or did not receive it.

If canceling any coverage other than Liability, Medical Payments and Uninsured Motorists or Uninsured/Underinsured Motorists, your company must mail a notice to your last known address at least 10 days in advance.

## **After the Accident**

***What does my policy require me to do after an accident?***

- Notify the insurance company of how, when and where the accident or loss happened. This should include the names and addresses of anyone who is injured and any witnesses.
- Cooperate with the investigation.
- Obtain or authorize the insurance company to obtain appropriate documents, medical information and other pertinent records.

***When should I notify my insurance company?***

As soon as reasonably possible, while the details are still fresh in your mind.

***What if the other driver's insurance isn't enough to pay my bills?***

**Medical:** Your Underinsured Motorists (UIM) coverage will provide protection for the difference between the other driver's Liability Coverage and the limits under your UIM coverage. You can find additional coverage under the Medical Payments coverage portion of your policy. Neither of these coverages are required by law. Check with your agent and review your policy to make sure you are adequately covered.

**Property Damage:** The difference can be covered by your Collision coverage. Again, check with your agent and review your policy to make sure you are adequately covered.

***If my only coverage is liability insurance, does my policy cover my medical and car repair bills?***

No, liability insurance only pays for other people's injuries and property damage for which an insured driver becomes legally responsible.

***The insurance company wants to total my car; I want to fix it. What can I do?***

You have the right to keep the salvage vehicle. When you do, the insurance company will deduct the salvage value from the actual cash value. If requested, the insurance company must furnish you with the name and address of a salvage dealer who will purchase the salvage for the amount deducted.

***What if the insurance company and I cannot agree on the amount to be paid by my collision coverage?***

You can elect to use the appraisal provision of your policy. According to the provision, you and the insurance company will each choose a competent appraiser. The two appraisers will then select an umpire. The appraisers will state separately the ACV and the amount of loss. If they do not agree, they will submit their differences to the umpire. A decision by any two will be binding.

The insurance company and the insured will pay its chosen appraiser and bear the expenses of the appraisal and umpire equally.

***How can my loan balance be more than my insurance company says my car is worth?***

This can occur for many reasons including low down payments, high interest rates and poor maintenance.

You may be able to purchase a type of insurance called Guaranteed Automobile Protection (GAP). GAP insurance covers the difference between ACV and your loan balance. This is typically only available for new vehicles. Otherwise, you can be held responsible for the difference.

***Can an insurance company tell me where to get my car fixed?***

No. An insurance company cannot require you to go to a particular repair shop. An insurer can suggest a repair shop. If the company can have the same repairs completed at a lower cost from a different shop, you may be required to pay the difference.

***I don't want to file a claim against my company because it might raise my rates or refuse to renew my policy, but I'm getting nowhere with the other driver's insurer. Any advice?***

An insurance company cannot charge insurance points for an accident that was not your fault. Your agent can give you advice about your company's underwriting and how the claim may affect your policy.

***If I am in an accident and someone else is at-fault, do I get a rental car while mine is being fixed?***

It is common practice for insurance companies to allow a rental vehicle while your car is being repaired. However, there are no statutes or administrative codes that require an insurance company to offer a rental vehicle.

***Can the other driver's insurance company delay paying for my car repairs to pressure me into signing a release on my injury claim?***

No. If this situation were to arise, you can file a formal complaint with the North Carolina Department of Insurance.

***How long can a company take to pay my claim?***

After receiving a claim an insurance company has 30 days to pay the claim, make an offer of settlement, deny the claim or advise the claimant that the investigation of the claim is ongoing. Loss and claim payments should be mailed or delivered within 10 business days after the claim is settled.

***Is the company required to give me an explanation of why it denied my claim?***

Yes. The insurance company must provide a reasonable explanation of why your claim was denied in relation to the policy language or applicable law.

# Consumer Services and Consumer Complaints

The goal of the Consumer Services Division is to respond promptly, clearly and courteously to questions and complaints from the public concerning insurance and to acquaint consumers with alternatives and courses of action which a citizen can pursue to solve a particular insurance problem.

If you have a problem or concern with an insurance company or agent, the North Carolina Department of Insurance stands ready to assist you.

A consumer complaint form is attached for your convenience on page 19.

## What We Can Do To Help

1. Forward a copy of your complaint to the insurance company, if appropriate.
2. Obtain information or explanations on your behalf from the insurance company or its representatives. This may involve written and oral contact with such company or representatives.



3. Review in detail the information obtained from the company for compliance with statutes, regulations and policy contracts.
4. Serve as your advocate if we determine that the position of the insurance company or its representatives is unlawful.

5. Explain the provisions of your insurance policy contract, as appropriate.
6. Suggest to you actions or procedures that you may take which could aid in resolving your insurance problem.

## What We Cannot Do

1. Assume the role as your legal representative, in or out of court.
2. Interfere in a pending lawsuit on your behalf.
3. Consult with you if you are represented by an attorney, unless it is with written permission of that attorney.
4. Make a decision as to disputes between you and your insurance company or their representatives which involve matters as to;
  - a. Who is negligent or at fault;
  - b. The facts surrounding the claim (that is, who might be telling the truth in the matter when accounts differ);
  - c. The value of a claim or the amount of money owed to you; or

- d. Any other disagreements between you and another party as to what the facts might be.
5. Deal with situations or companies that are not subject to the insurance laws of North Carolina (such as self-funded health plans) or

with matters governed by other state agencies (such as Workers' Compensation claims).

The North Carolina Department of Insurance pledges to seek fair and equitable treatment of all parties in insurance transactions. We are here to serve you.

# Glossary

## **Adjuster**

A person licensed by the Department of Insurance whose job is to evaluate the amount of loss and to recommend the amount the insurance company will pay.

## **Agent**

A person licensed by the Department of Insurance to solicit and service insurance policies.

## **At-Fault**

Negligent.

## **Claim**

A request to an insurance company for payment of a loss.

## **Coverage**

The amount of risk covered by an insurer.

## **Deductible**

The portion of each covered claim you are responsible for paying.

## **Endorsement**

An amendment to an insurance contract, creating a change in the original terms.

## **Exclusion**

A provision in an insurance contract that removes coverage for certain losses or property.

## **Experience Period**

The three years immediately preceding the date of application or the preparation of renewal.

## **Family Member**

A person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

## **Insured**

The person who is covered by the insurance contract.

## **Insurer**

The insurance company that is underwriting the contract of insurance.

## **Liability Insurance**

Provides protection for the insured against loss arising out of legal liability to third parties.

## **Limits**

The maximum amount the insurance company will pay in the event of a loss.

## **Negligence**

The failure to act as a reasonably prudent person would have acted under similar circumstances.

## **Occupying**

Means in; upon; getting in, on, or off.

## **Premium**

The amount paid in consideration for an insurance policy.

## **Premium Finance Company**

A lending institution approved by the North Carolina Department of Insurance, which finances insurance premiums for a fee.

## How to Reach Us

### How to Reach Us

You can reach the North Carolina Department of Insurance Consumer Services Division at:

(800)546-5664 Toll free  
(919)733-2032 Outside of North Carolina  
(919)715-0319 TDD (Telephone Device for Deaf Caller)  
(919)733-0085 Fax

You can find additional information as well as a downloadable copy of our complaint form on the North Carolina Department of Insurance web site at [www.ncdoi.com](http://www.ncdoi.com).

The address for the North Carolina Department of Insurance Consumer Services Division is:

Consumer Services Division  
North Carolina Department of Insurance  
1201 Mail Service Center  
Raleigh, NC 27699-1201



File Number: \_\_\_\_\_  
only)

(office use

**PLEASE DO NOT STAPLE**

# NORTH CAROLINA DEPARTMENT OF INSURANCE

## Jim Long, Commissioner

(Please type or print. Use additional sheets if necessary)

**DR.**  
**MR.**  
**MRS**  
**MS.**

\_\_\_\_\_ my name

\_\_\_\_\_ my address

\_\_\_\_\_ second address line (if needed)

\_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip

\_\_\_\_\_ county \_\_\_\_\_ date of loss

**Phone:** Work \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Ext. \_\_\_\_\_

Home \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



\_\_\_\_\_ name of insured

\_\_\_\_\_ insurance company

\_\_\_\_\_ agent

\_\_\_\_\_ adjuster

\_\_\_\_\_ policy or group number

\_\_\_\_\_ claim or certificate number

**Type of Insurance** (please check one): Life  Health  Auto  Homeowners  Other

**If Life or Health policy, show the state in which your policy/certificate was purchased:** \_\_\_\_\_

**Are you represented by an attorney in this matter?** No  Yes  Name \_\_\_\_\_

**Details of complaint** (*attach copies of papers relating to this matter*)

---

---

---

---

---

---

---

---

---

---

The Insurance Department is authorized to send a copy of this document(s) to any company or agency involved. I authorize the release of all relevant information to the North Carolina Department of Insurance for its use in the review of this matter.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Mail to: Consumer Services Division, NC Department of Insurance, 1201 Mail Service Center, Raleigh NC, 27699-1201**



*The Department of Insurance printed 5,000 copies of this publication at a cost of \$3,609.00 or \$.7218 per unit.*