

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA

SHARON WINGO, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

GEICO INDEMNITY COMPANY,

Defendant.

CASE No. 1:19-CV-144

CLASS ACTION COMPLAINT
JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Sharon Wingo (“Plaintiff”), individually and on behalf of all others similarly situated, files this Class Action Complaint against GEICO Indemnity Company (“GEICO” or “Defendant”), and in support states:

NATURE OF THE ACTION

1. This is a class action lawsuit by Plaintiff, the named insured under a GEICO automobile policy issued for private passenger auto physical damage including comprehensive and collision coverage, which requires payment of “Actual Cash Value” or “ACV.”

2. Defendant is one of the largest private passenger auto insurance carriers operating in North Carolina. One of the coverages Defendant offers is comprehensive and collision coverage. Upon information and belief, Defendant systematically underpaid not just Plaintiff, but thousands of other putative class members, amounts Defendant owed its insureds for ACV losses for total loss vehicles insured with comprehensive and collision coverage.

3. This lawsuit is brought by the Plaintiff individually and on behalf of all other similarly situated insureds who suffered damages due to Defendant’s practice of refusing to pay full ACV payments or full total loss payments (“FTLP”) to first-party total loss insureds on physical damage policies containing comprehensive and collision coverages. Specifically, as a matter of policy, Defendant fails to include sales tax, state and local title transfer and vehicle registration fees (“Sales Tax, Vehicle Title, and Registration Fees”) in its calculation of ACV when paying FTLP to its insureds.

4. The failure to pay FTLP to first-party total losses owed to the insureds is a breach of the policy agreement and a clear breach of contract under North Carolina law.

JURISDICTION AND VENUE

5. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs, and at least one of the members of the proposed Classes is a citizen of a different state than Defendant.

6. This Court has personal jurisdiction over Defendant because the Defendant regularly engages in business in North Carolina, and therefore have sufficient minimum contacts with North Carolina and/or intentionally avail themselves of the North Carolina market through the solicitation, promotion, marketing, and sale of insurance policies in North Carolina.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district.

PARTIES

8. At all times material hereto, Plaintiff was a citizen of the State of North Carolina and domiciled in Cleveland County, North Carolina, within this District.

9. Defendant is a Maryland company headquartered in Chevy Chase, Maryland.

10. At all times material hereto, Defendant is and was authorized to transact in the insurance business in the State of North Carolina and conducting a substantial part of its business in Cleveland County, North Carolina, within this District.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

11. Defendant's standardized policy language as to comprehensive and collision coverage for ACV of total loss vehicles is present in every auto policy issued by the Defendant in North Carolina.

12. In the case of a total loss ACV includes an obligation to pay Sales Tax, Vehicle

Title, and Registration Fees for total loss vehicle comprehensive and collision coverage (full total loss payment or FTLP).

13. At all times material hereto, Plaintiff owned a 1998 FORD Crown Victoria LX with VIN 2FAFP74W9WX138696 (“Insured Vehicle”).

14. At all times material hereto, Plaintiff insured the vehicle under an “Insurance Policy” issued by Defendant. Plaintiff’s policy is affixed hereto as Exhibit A.

15. On or about May 3, 2018, Plaintiff was involved in an accident while operating the Insured Vehicle. As a result of said accident, Plaintiff filed a claim for property damage with Defendant, claim number 060340589-0107-107.

16. Following the filing of said claim, Defendant determined that the Insured Vehicle was a total loss with a base value of \$3,952.00.

17. The base value was calculated by a third-party vendor (“CCC”), which bases vehicles valuations on the cost to purchase similar vehicles with similar conditions and mileage, which produced the CCC Market Valuation Report, attached hereto as Exhibit B.

18. No amount for the Sales Tax, Vehicle Title, and Registration Fees was included in the base value listed in the CCC Market Valuation Report. Ex. B. Only the Sales Tax of \$114.21, but not the Vehicle Title and Registration Fees was included in the total value in the CCC Market Valuation Report, but Defendant subtracted that Sales Tax amount of \$114.21 and did not include it in the final payment.

19. Notably, the CCC Market Valuation Report stated that, “The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.” Ex. B.

20. Relying on the CCC Valuation Report, Defendant subtracted the deductible of

\$500.00 for a net total payment of \$3,094.50, which did not include Sales Tax, Vehicle Title, and Registration Fees.

21. The failure to include full Sales Tax, Vehicle Title, and Registration Fees in making the total loss payment is a breach of the Insurance Policy, which promises to provide the full value of the total loss vehicle, including transfer fee amounts.

22. Defendant, pursuant to its standard and uniform business practice, never pays insureds' Sales Tax, Vehicle Title, and Registration Fees after a total loss to an insured vehicle.

23. Defendant's failure to pay Sales Tax, Vehicle Title, and Registration Fees constitutes a breach of the Insurance Policy.

24. Sales Tax, Vehicle Title, and Registration Fees are all mandatory applicable fees that must be paid to purchase any vehicle in the State of North Carolina.

25. North Carolina collects a 3% sales tax on the purchase of all vehicles, to a maximum of \$475.

26. North Carolina law requires that all vehicles be properly titled and registered in order to be legally driven on North Carolina roadways. The fee to transfer title to a vehicle is, at minimum, \$52.00, and an "instant title" fee of \$98.00.

27. North Carolina law requires that all vehicles have proper license plate (or tag) in order to be legally driven on North Carolina roadways. The fee to transfer license plate or tag is no less than \$20.

28. Plaintiff was owed Sales Tax, Vehicle Title, and Registration Fees which Defendant never paid.

29. In breach of its contract with Plaintiff, Defendant did not include Sales Tax, Vehicle Title, and Registration Fees in making the ACV payment for Plaintiff's total loss.

30. In doing so, Defendant underpaid Plaintiff in the amount of the mandatory costs inherent to securing a replacement vehicle, thereby violating the Insurance Policy.

31. Plaintiff and all members of the putative class paid all premiums owed and otherwise satisfied all conditions precedent, or such conditions precedent were waived or excused.

THE GEICO INDEMNITY COMPANY POLICY

32. Plaintiff's Insurance Policy, which is representative of the policy language governing the insureds in the putative class, under the section entitled "PART D – DAMAGE TO YOUR AUTO", states that Defendant "will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including their equipment." Ex. A at 15 (emphasis in original).

33. The "covered auto" is defined as any vehicle shown in the Declarations, attached hereto as Exhibit C.

34. In "Part D" of the insurance policy, "Damage to Your Auto", under a subsection entitled "Limit of Liability", Defendant states, in relevant part, that the "limit of liability will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

This amount does not include any reduction in the value of the property after it has been repaired, as compared to its value before it was damaged.

Ex. A at 17.

35. ACV is not specifically defined in the policy.

36. Thus, the policy language does not further define ACV as including: (1) any provision excluding Sales Tax, Vehicle Title, and Registration Fees from ACV; or (2) any provision deferring payment of Sales Tax, Vehicle Title, and Registration Fees for any purpose

whatsoever.

37. The policy language applies to all covered autos irrespective of ownership interests - whether owned, financed or leased. Ex. A at 43-47.

PAYMENT OF MANDATORY FEES

38. Courts throughout the country have recognized that “actual cash value”, when undefined in an insurance policy, should be defined as the repair or replacement cost minus depreciation – a definition which would include fees necessarily incurred upon replacement of the insured vehicle, including Sales Tax, Vehicle Title, and Registration Fees.

39. Sales Tax, Vehicle Title, and Registration Fees are examples of elements constituting the FTLP owed to insureds in the event of a total loss.

40. By operation of law and in the view of a reasonable insured, Defendant’s policy promises to provide costs to be incurred upon replacement of the vehicle. Otherwise, the Defendant’s insureds, including Plaintiff, are not paid the amount sufficient to purchase a replacement vehicle.

41. Nevertheless, Defendant declines to include Sales Tax, Vehicle Title, and Registration Fees in making ACV payment to total loss insureds thereby breaching its contracts with insureds.

CLASS ALLEGATIONS

42. Plaintiff brings this action on behalf of herself and all others similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of Rule 23.

43. Plaintiff seeks to represent on a class-wide basis all persons similarly situated, the class (“Class”) defined as follows:

All insureds, under any North Carolina policy issued by Geico Indemnity Company with the same operative policy language covering a vehicle with private-passenger auto physical damage coverage for comprehensive or collision loss where such vehicle was declared a total loss, who made a first-party claim for total loss, and whose claim was adjusted as a total loss, within the three-year time period prior to the date on which this lawsuit was filed until the date of class certification, who were not paid sales tax, vehicle title, and/or registration fees.

44. Excluded from the Class are Defendant, its subsidiaries and affiliates, its officers, directors and member of their immediate families and any entity in which Defendant has a controlling interest, the legal representatives, heirs, successors or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

45. Plaintiff reserves the right to modify or amend the definition of the proposed Class and/or to add subclasses if necessary before this Court determines whether certification is appropriate.

A. Numerosity

46. Although the precise number of Class members are unknown to Plaintiff at this time and can only be determined through appropriate discovery, Plaintiff believes that because Defendant is one of the largest motor vehicle insurers in the State of North Carolina and writes hundreds of millions of dollars of private-passenger physical damage coverage premiums, the Class of persons affected by Defendant's unlawful practice consists of thousands of individuals or the Class of persons affected are otherwise so numerous that joinder of all Class members is impractical. The unlawful practice alleged herein is a standardized and uniform practice, employed by Defendant pursuant to standardized Insurance Policy language, and results in the retention by Defendant of insurance benefits properly owed to Plaintiff and the Class members. The Class definition will permit the court to reasonably ascertain whether any individual or entity

is a member of the Class as any individual who is an insured of Defendant in the Class period and received an ACV that did not include Sales Tax, Vehicle Title, and Registration Fees will be a member of the Class.

47. Upon information and belief, Defendant uniformly fails to pay Sales Tax, Vehicle Title, and Registration Fees in total loss cases. Accordingly, the Class consists of many thousands, if not tens of thousands, of Defendant's insureds who were not paid in violation of their insurance policies. Thus, pursuant to, the large size of the Class renders the Class so numerous that joinder of all individual members is impracticable.

B. Commonality

48. Common questions of law and fact predominate in this matter because Defendant's conduct towards the members of the Class is identical. Defendant uniformly fails to pay Sales Tax, Vehicle Title, and Registration Fees in total loss cases.

49. Plaintiff shares a common interest with all members of the putative Class in the objects of the action and the relief sought.

50. Plaintiff satisfies the commonality requirement because her claims arises from a practice which Defendant's applies uniformly to all its similarly situated Class members and are based on the same legal theories as all other members of the putative Class, that failing to pay Sales Tax, Vehicle Title, and Registration Fees in total loss cases violates the uniform insurance policies. Because Defendant's conduct was uniform as to all Class members, the material elements of Plaintiff's claims and those of absent Class members are subject to common proof, and the outcome of Plaintiff's individual actions will be dispositive for the Class. The common questions include, but are not limited to, the following: (a) whether, under the Defendant's standardized policy language, Plaintiff and the Class members are owed ACV Sales Tax, Vehicle Title, and

Registration Fees upon the total loss of an insured vehicle; (b) whether the Defendant has breached its insurance contracts with the Plaintiff and the Class members by failing to pay ACV Sales Tax, Vehicle Title, and Registration Fees upon the total loss of an insured vehicle.

C. Typicality

51. Plaintiff's claims are typical of the claims of all other members of the Class because all such claims arise from the Defendant's failure to pay Sales Tax, Vehicle Title, and Registration Fees on total loss claims of insured vehicles.

52. Plaintiff's and Class members' legal claims arise from the same core practices, namely, the failure to pay full ACV, including Sales Tax, Vehicle Title, and Registration Fees, for first-party total loss claims. The material facts underlying the claims of each putative Class member are the same material facts as those supporting the Plaintiffs claims alleged herein and require proof of the same material facts.

D. Adequacy

53. Plaintiff can and will adequately represent the putative Class and her interests are common to, and coincident with, those of all absent Class members. By proving her individual claims, Plaintiff will necessarily prove the claims of the putative Class and prove Defendant's liability to the Class. Plaintiff has no known conflicts of interest with any members of the Class; her interests and claims are not antagonistic to those of any other Class members; nor are her claims subject to any unique defenses.

54. The representative Plaintiff therefore can and will fairly and adequately protect and represent the interests of the Class.

55. Plaintiff's counsel Kopelowitz Ostrow Ferguson Weiselberg Gilbert; Edelsberg Law P.A., Shamis & Gentile, P.A., and the Van Winkle Law Firm have extensive experience in

complex commercial litigation, class actions, and have adequate financial resources to ensure that the interests of the Class will not be harmed.

56. If appointed Class representative, Plaintiff is aware of, and is committed to, faithfully uphold her fiduciary duties to absent Class members. Plaintiff and her counsel are committed to the vigorous prosecution of this action and will allocate the appropriate time and resources to ensure that the Class is fairly represented.

57. Plaintiff and her counsel will therefore fairly and adequately assert and protect the interest of the Class.

E. Predominance and Superiority

58. A class action provides a fair and efficient method for the adjudication of this controversy. Class treatment is a superior form of adjudication than the prosecution of individual claims and provides a substantial benefit to the court and litigants by avoiding a multiplicity of suits, and the risk of inconsistent results.

59. Because Defendant's conduct was uniform with respect to all prospective Class members, common questions of law and fact predominate over individual questions.

60. Because the Class encompasses many thousands of claims (if not tens of thousands of claims), a single, state-wide class action is plainly more efficient than many thousands of individual law suits, each requiring the same discovery and proofs. Given the relatively small amount of the claim(s) of each putative Class member, it is likely that absent class representation, such claims would not be brought, and the Class would never have appropriate redress for Defendant's improper conduct. A class action is superior and more efficient to other available methods for the fair and efficient adjudication of this controversy.

61. Class treatment ensures uniformity and consistency in results, enables the many

small claims of Class members as well as claims for class-wide declaratory relief to be brought efficiently, and will provide optimum relief to Class members for their past and future injuries, as well as deter Defendant and other similar businesses from engaging in such wrongful conduct in the future.

62. In addition, the expense and burden of individual litigation effectively makes it a practical impossibility for individual Class members to seek redress for the wrongs alleged herein.

63. The advantages of maintaining this action as a class suit far outweigh the expense and waste of judicial effort that would result from thousands of separate adjudications or the unfairness of none at all, which is the likely outcome if the small individual claims at issue are not aggregated as a Class.

64. There are also no unusual difficulties likely to be encountered in the maintenance of this action as a class suit, and this Court can effectively manage the class action.

65. The Class is not so large that it would be unmanageable, and no difficulties are foreseen providing notice to individual claimants because Defendant keeps records of insurance policies and claims of prospective Class members during the class period, including records of total loss vehicles. Therefore, both the membership of the Class and the amount of individual damages is readily ascertainable from Defendant's records.

F. Declaratory Relief Under Rule 23

66. Class treatment is warranted because Defendant has acted or refused to act on grounds generally applicable to all the members of the Class, thereby making final declaratory relief concerning the Class as a whole appropriate.

67. Because declaratory relief is sought, class treatment ensures uniformity and consistency in results, enables the many small claims of Class members as well as claims for class-

wide declaratory relief to be brought efficiently, and will provide optimum relief to Class members for their past and future injuries, as well as deter Defendant and other similar businesses from engaging in such wrongful conduct in the future.

68. Because Defendant has acted consistently towards all members of the Class, declaratory relief is appropriate with respect to both the Class and Plaintiff's claims and is likewise subject to common proof and adjudication.

69. Based on the foregoing, class treatment is the most fair and efficient form of adjudication for this matter.

70. Plaintiff has retained the undersigned counsel and has agreed to pay reasonable attorney's fees and costs. Plaintiff for herself and the putative Class is entitled to recovery attorney's fees pursuant to G.S. § 6-21.1 and taxable costs pursuant to G.S. § 6-21.1.

COUNT I
BREACH OF CONTRACT

71. The allegations in paragraph 1 through 70 are hereby incorporated by reference.

72. This count is brought by Plaintiff on behalf of herself and on behalf of all members of the Class.

73. Plaintiff was party to a contract, the Insurance Policy, with Defendant as described herein. See Exhibit A. All members of the Class are or were parties to an Insurance Policy contract with Defendant containing materially identical terms.

74. North Carolina law governs the interpretation and construction of insurance policies of Plaintiff and all members of the Class with Defendant.

75. Plaintiff and all members of the Class made claims determined by Defendant to be first party total losses under the Insurance Policy and determined by Defendant to be covered claims.

76. Defendant, in paying the total loss claim, determined that Plaintiff and each Class Member complied with the terms of their insurance contracts, and fulfilled all duties and conditions under the insurance policies necessary to be paid on the total loss.

77. Pursuant to the aforementioned uniform contractual provisions, upon the total loss of insured vehicles, the Plaintiff and every Class member were owed the ACV of the vehicle.

78. Defendant breached that obligation by failing to include Sales Tax, Vehicle Title, and Registration Fees in the ACV for the FTLP, thereby failing to pay the vehicle's ACV to Plaintiff and every Class member.

79. Defendant's failure to provide the promised coverage constitutes a material breach of contracts with Plaintiff and every Class member.

80. As a result of said breaches, Plaintiff and the Class members are entitled under Defendant's insurance policies to sums representing the benefits owed for full ACV payment, including Sales Tax, Vehicle Title, and Registration Fees, as well as prejudgment and post-judgment interest, and other relief as is appropriate.

COUNT II
DECLARATORY RELIEF

81. The allegations in paragraph 1 through 70 are hereby incorporated by reference.

82. This count seeks declaratory relief pursuant to G.S. § 1-253, *et seq.*

83. This count is brought by Plaintiff on behalf of herself and all members of the Class.

84. Plaintiff was party to a contract, the Insurance Policy, with Defendant as described herein. See Exhibit A. All Class Members were parties to an Insurance Policy contract with Defendant containing materially identical terms.

85. North Carolina law governs the interpretation and construction of Plaintiff and all Class members' insurance policies with Defendant.

86. Plaintiff seeks a declaratory judgment that an insured is entitled to Sales Tax, Vehicle Title, and Registration Fees in a FTLP to pay a vehicle's ACV under the insurance policies that govern Plaintiff's and the Class members' contractual relationships with Defendant.

87. Plaintiff contends Defendant is required to pay Sales Tax, Vehicle Title, and Registration Fees in a FTLP to pay a vehicle's ACV under the insurance policies that govern Plaintiff and the Class members relationship with Defendant.

88. Defendant disagrees with Plaintiff's interpretation of the Insurance Policy.

89. Because of Defendant's claim to the contrary, Plaintiff is in doubt as to her rights under the Insurance Policy.

90. The above allegations present ascertained or ascertainable facts of a present controversy between Plaintiff and Defendant as to entitlement to the Sales Tax, Vehicle Title, and Registration Fees.

91. The above allegations reflect that Plaintiff has presented a justiciable question as to the existence of her right to the Sales Tax, Vehicle Title, and Registration Fees.

92. All antagonistic and adverse interests, namely Plaintiff and Defendant and the Class when certified, are before this Court by the filing of this count.

93. Pursuant to G.S. § 1-253, *et seq.*, Plaintiff is entitled to a declaration of her right to the Sales Tax, Vehicle Title, and Registration Fees to resolve her doubt about her rights under the Insurance Policy considering the Defendant's position otherwise.

94. Upon the Court granting Plaintiff the declaratory relief requested herein, Plaintiff will move the Court pursuant to G.S. § 1-259 for supplemental relief in the form of an order directing that the Sales Tax, Vehicle Title, and Registration Fees be paid to Plaintiff, and the Class, if certified, as well as a judgment for prejudgment interest and post-judgment interest, as the Sales

Tax, Vehicle Title, and Registration Fees represents a liquidated amount.

RELIEF REQUESTED

WHEREFORE, the Plaintiff, individually and on behalf of the Class, demands a trial by jury on all triable issues and seeks relief and judgment as follows:

1. For an Order certifying this action as a Class Action on behalf of the Class described above;
2. For an award of compensatory damages for the Class in amounts owed under the Policies;
3. For declaratory relief to be entered for Plaintiff and the Class that her interpretation of the Insurance Policy is correct, thereby requiring Defendant to pay Sales Tax, Vehicle Title, and Registration Fees;
4. For all other damages according to proof;
5. For an award of attorney's fees and expenses as appropriate pursuant to applicable law;
6. For costs of suit incurred herein;
7. For pre and post judgment interest on any amounts awarded;
8. For other and further forms of relief as this Court deems just and proper.

Dated: May 2, 2019

Respectfully submitted,

s/David M. Wilkerson
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EXHIBIT A

GEICO
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Washington, D.C. 20076-0001
Telephone: 1-800-841-3000

Your Personal Automobile Policy

Government Employees Insurance Company
GEICO Indemnity Company

YOUR PERSONAL AUTO POLICY QUICK REFERENCE

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This policy is a legal contract between you and us. The Personal Auto Policy is:

- \$ designed for easy reference;
- \$ simplified to make it more understandable; and
- \$ arranged to better display the available coverages.

READ YOUR POLICY CAREFULLY

PERSONAL AUTO POLICY

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS

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

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

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

For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are boldfaced or in quotation marks when used.

"Bodily Injury" means bodily harm, sickness or disease, including death that results.

"Business" means trade, profession or occupation.

"Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

"Occupying" means in; upon; getting in, on, out or off.

"Property damage" means physical injury to, destruction of, or loss of use of tangible property.

"Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto or station wagon type; or
2. Pickup truck or van.

It also means a farm wagon or farm implement while pulled by a vehicle listed in 1. or 2. above.

"Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. Any **newly acquired auto**.
3. Any **trailer** you own.
4. Any 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 Part D - Coverage For Damage To Your Auto.

"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 10,000 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 Declaration, 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 Declaration, 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 declaration 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**.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the insured. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

"**Insured**" as used in this Part means:

1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer**.
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.
4. For any auto or **trailer**, other than **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This provision applies only if the person or organization does not own or hire the auto or **trailer**.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability:

1. We will pay the following on behalf of an **insured**:
 - a. Premiums on appeal bonds and bonds to release attachments in any suit we defend. We have no duty to purchase bonds in an amount exceeding our Limit of Liability, and we have no duty to apply for or furnish these bonds; and
 - b. All costs taxed against the **insured** and interest accruing after a judgment is entered in any suit we defend. Costs do not include prejudgment interest. Our duty to pay post-judgment interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for the coverage.
2. We will pay the following to an **insured**:
 - a. Up to \$250 for the cost of bail bonds required because of traffic law violations resulting from an accident. The accident must result in **bodily injury** or **property damage** covered under this policy.
 - b. Up to \$200 a day for loss of wages or salary, but not other income, because of attendance to hearings or trials at our request;
 - c. Up to \$200 for expenses incurred by an **insured** for Emergency first aid to others performed at the scene of an accident that involves any auto covered by this policy; and
 - d. Other reasonable expenses incurred at our request.

The amount of any costs, wages, salary, or other expenses listed above that are incurred by an insured must be reported to us by such **insured** before we will make payment.

EXCLUSIONS

A. We do not provide Liability coverage for any **insured**:

1. Who intentionally causes **bodily injury** or **property damage**. 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

2. For **property damage** to property owned or being transported by that **insured**.
 3. For **property damage** to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of;
 that **insured**. This exclusion does not apply to a residence or private garage.
 4. For **bodily injury** to an employee of that **insured** during the course of employment. This exclusion does not apply to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
 5. For that **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
 6. While employed or otherwise engaged in the **business** of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion does not apply to the ownership, maintenance or use of **your covered auto** by:
 - a. you;
 - b. any **family member**; or
 - c. any partner, agent or employee of you or any **family member**.
 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.
 7. Maintaining or using any vehicle while that **insured** is employed or otherwise engaged in any **business** (other than farming or ranching) not described in Exclusion 6. This exclusion does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup or van that:
 - (1) You own; or
 - (2) 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; or
 - c. **trailer** used with a vehicle described in a. or b. above.
 8. Using a vehicle without a reasonable belief that that insured is entitled to do so.
This Exclusion A.8. does not apply to a **family member** using **your covered auto** which is owned by you.
 9. For **bodily injury** or **property damage** for which that **insured**:
 - a. is an insured under a nuclear energy liability policy; or
 - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
 A nuclear energy liability policy is a policy issued by any of the following or their successors:
 - a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any vehicle, other than **your covered auto**, which is:
 - a. owned by you; or
 - b. furnished for your regular use.

2. Any vehicle, other than **your covered auto**, which is:
 - a. owned by any **family member**; or
 - b. furnished for the regular use of any **family member**.

However, this exclusion (B.2.) does not apply to your maintenance or use of any vehicle which is:

- a. owned by a **family member**; or
- b. furnished for the regular use of a **family member**.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for each person for Bodily Injury Liability 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 liability shown in the Declarations for each accident for Bodily Injury Liability Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident. The limit of liability shown in the Declarations for each accident for Property Damage Liability Coverage is our maximum limit of liability for all damages to all property resulting from any one auto accident. This is the most we will pay as a result of any one auto accident regardless of the number of:

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

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

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

FINANCIAL RESPONSIBILITY REQUIRED

When this policy is certified as future proof of financial responsibility, this policy will comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

We will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury**:

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

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

Reasonable medical expenses do not include expenses:

1. For treatment, services, products or procedures that are:
 - a. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
 - b. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the **bodily injury**; or
2. Incurred for:
 - a. The use of thermography or other related procedures of a similar nature; or
 - b. The use of acupuncture or other related procedures of a similar nature; or

c. The purchase or rental of equipment not primarily designed to serve a medical purpose. Expenses are reasonable only if they are consistent with the usual fees charged by the majority of similar medical providers in the geographical area in which the expenses were incurred for the specific medical service. Services are necessary only if the services are rendered by a licensed medical provider within the scope of the provider's practice and license and are essential in achieving maximum medical improvement for the **bodily injury** sustained in the accident.

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

"Insured" as used in this Part means:

1. You or any **family member**:
 - a. while **occupying**; or
 - b. as a pedestrian when struck by;
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while **occupying**:
 - a. **your covered auto**; or
 - b. any other motor vehicle:
 - (1) operated by you; or
 - (2) operated by a **family member** if the motor vehicle is a private passenger auto or **trailer**.

EXCLUSIONS

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 as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
2. Sustained while **occupying** any vehicle located for use as a residence or premises.
3. Occurring while employed or otherwise engaged in the **business** of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion applies only if workers' compensation benefits are available for the **bodily injury**.
4. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. owned by you; or
 - b. furnished for your regular use.
5. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. owned by any **family member**; or
 - b. furnished for the regular use of any **family member**.However, this exclusion does not apply to you.
6. Sustained while **occupying** a vehicle without a reasonable belief that that **insured** is entitled to do so.
7. Sustained while occupying any auto not owned by, or furnished for the regular use of, you or any **family member**, while used to carry persons or property for a fee. This exclusion does not apply to:
 - a. a share-the-expense car pool; or
 - b. you or any **family member**.
8. Resulting from the maintenance or use of any auto not owned by, or furnished for the regular use of, you or any **family member**, while that **insured** is engaged in the **business** of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion does not apply to you or any **family member**.

9. Resulting from the maintenance or use of any auto not owned by, or furnished for the regular use of, you or any **family member** while that insured is employed or otherwise engaged in any **business** not described in Exclusion 8. This exclusion does not apply:
 - a. to you or any **family member**; or
 - b. if the **bodily injury** results from the operation of a private passenger auto or **trailer** by you.
10. Caused by or as a consequence of:
 - a. war (declared or undeclared);
 - b. civil war;
 - c. insurrection; or
 - d. rebellion or revolution.
11. Sustained while **occupying** any motorized vehicle having fewer than four wheels.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident regardless of the number of:

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

NON-DUPLICATION

No person for whom medical expenses are payable under this coverage shall be paid more than once for the same medical expense under this or similar vehicle insurance, including any no-fault benefits required by law.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall by excess over any other collectable auto insurance providing payments for medical or funeral expenses.

ARBITRATION

The amount due under this coverage shall be decided by agreement between the **insured** and us. If there is no agreement, the amount due shall be decided by arbitration upon written request of the **insured** or us. Each party shall select a competent and impartial arbitrator. These two shall select a third one. If unable to agree on the third one within 30 days, either party may request a judge of a court of record in the county in which the arbitration is pending to select a third one. The written decision of any two arbitrators shall be binding on us, the **insured**, any assignee of the **insured** and any person or organization with whom the **insured** expressly or implied contracts for the rendition of medical services. The arbitrators' decision shall be limited to whether or not the medical expenses were reasonable and the services were necessary, with the amount due being equal only to the reasonable expenses for necessary services. The arbitrators shall not award punitive damages or other noncompensatory damages.

The cost of the arbitrator and any expert witness shall be paid by the party who hired them. The cost of the third arbitrator and other expenses of arbitration shall be shared equally by both parties.

The arbitration shall take place in the county in which the **insured** resides unless the parties agree to another place. State court rules governing procedure and admission of evidence shall be used.

PART C1 - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

We will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of:

1. **Bodily injury** sustained by an **insured** and caused by an accident; and
2. **Property damage** caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

Any judgment for damages arising out of a suit is not binding on us unless we have been served with a copy of the summons, complaint or other process against the uninsured motorist.

"Insured" as used in this Part means:

1. You or any **family member**.
2. Any other person **occupying**:
 - a. **your covered auto**; or
 - b. any other auto operated by you.
3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person listed in 1. or 2. above.

"Property damage" as used in this Part means injury to or destruction of:

1. **Your covered auto**.
2. Any property owned by a person listed in 1. or 2. of **insured**.

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

1. To which neither:
 - a. a liability bond or policy; or
 - b. cash or securities on file with the North Carolina Commissioner of Motor Vehicles;applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident; provided its limit for liability is less than the minimum limit specified by the financial responsibility law of North Carolina.
3. Which, with respect to damages for **bodily injury** only, is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. you or any **family member**;
 - b. a vehicle which you or any **family member** are **occupying**; or
 - c. **your covered auto**.
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent.

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

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

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for **property damage** or **bodily injury** sustained by any **insured**:
 1. If that **insured** or the legal representative settles the **bodily injury** or **property damage** claim without our written consent.
 2. While **occupying your covered auto** while it is being used as a public livery conveyance. This exclusion does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that **insured** is entitled to do so.
This Exclusion A.3. does not apply to a **family member** using **your covered auto** which is owned by you.
 4. For the first \$100 of the amount of **property damage** to the property of each **insured** as the result of any one accident.
 5. If the property is contained in or struck by a motor vehicle (other than **your covered auto**) owned by you or any **family member**.
 6. For any punitive or exemplary damages, or legal costs related thereto.

7. While **occupying**, or when struck by, any motor vehicle owned by you or any **family member** which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

However, this exclusion does not apply to you or any **family member**.

- B. We do not provide Uninsured Motorists Coverage for **property damage** caused by a hit-and-run vehicle whose operator or owner cannot be identified.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or any similar law:
 - a. workers' compensation law; or
 - b. disability benefits law.

LIMIT OF LIABILITY

The limit of bodily injury liability shown in the Declarations for each person for Uninsured Motorists 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 Declarations for each accident for Uninsured Motorists 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 Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident. This is the most we will pay for **bodily injury** and **property damage** regardless of the number of:

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

The limit of liability otherwise applicable under this coverage shall be reduced by all sums.

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

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

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

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

OTHER INSURANCE

If this policy and any other auto insurance policy apply to the same accident, the maximum amount payable under all applicable policies for injuries to an **insured** caused by an **uninsured motor vehicle** shall be the sum of the highest limit of liability for this coverage under each such policy.

In addition, if there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this coverage 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. Further, the execution of a covenant not to enforce judgement by the injured party shall not preclude us from pursuing our rights to sue for or otherwise recover any payment made under this coverage from anyone else who may be liable. The person to or for whom payment was made shall do:
 1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.
- B. If we made a payment under this coverage 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.

ARBITRATION

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

1. Whether that **insured** is legally entitled to recover compensatory damages from the owner or driver of an **uninsured motor vehicle**; or
2. As to the amount of such damages;
the **insured** may demand to settle the dispute by arbitration.

The following procedures will be used:

1. Each party will select a competent arbitrator. The two so selected will select a third.
2. 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.
3. 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.
4. 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.
5. Any arbitration action against the company must begin within the time limit allowed for **bodily injury** or death actions in the state where the accident occurred.
6. Judgment upon award may be entered in any proper court.
7. As an alternative, the **insured** and we may agree to arbitrate by rules other than stated above.

PART C2 - COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

We will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of:

1. **Bodily injury** sustained by an **insured** and caused by an accident; and
2. **Property damage** caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

We will also pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury** sustained by an **insured** and caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **underinsured motor vehicle**. We will pay for these damages only after the limits of liability under any applicable liability bonds or policies have been exhausted by payments of judgments or settlements, unless we:

1. Have been given written notice in advance of settlement between an **insured** and the owner or operator of the **underinsured motor vehicle**; and
2. Consent to advance payment to the **insured** in the amount equal to the tentative settlement.

Any judgment for damages arising out of a suit is not binding on us unless we have been served with a copy of the summons, complaint or other process against the underinsured motorist.

Insured as used in this Part means:

1. You or any **family member**.
2. Any other person **occupying**:
 - a. **your covered auto**; or
 - b. any other auto operated by you.
3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person listed in 1. or 2. above.

Property damage as used in this Part means injury to or destruction of:

1. **Your covered auto**.
2. Any property owned by a person listed in 1. or 2. of **insured**.

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 the 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:
 - a. is less than the limit of liability for this coverage; or
 - b. the total limit of liability available has been reduced to less than the limit of liability for this coverage by payment of damages to others persons.

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 Motorist Coverage is equal to or less than its limit of liability for Liability Coverage.

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

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

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

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

EXCLUSIONS

- A. We do not provide coverage for **property damage** or **bodily injury** caused by an **uninsured motor vehicle** and sustained by any **insured**:
 1. If that **insured** or the legal representative settles the **bodily injury** or **property damage** claim without our written consent.
 2. While **occupying your covered auto** while it is being used as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that **insured** is entitled to do so.

This Exclusion A.3. does not apply to a **family member** using **your covered auto** which is owned by you.

4. For the first \$100 of the amount of **property damage** to the property of each **insured** as the result of any one accident.
5. If the property is contained in or struck by a motor vehicle (other than **your covered auto**) owned by you or any **family member**.
6. For any punitive or exemplary damages, or legal costs related thereto.
7. While **occupying**, or when struck by, any motor vehicle owned by you or any **family member** which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

However, this exclusion does not apply to you or any **family member**.

- B. We do not provide coverage for **property damage** caused by a hit-and-run vehicle whose operator or owner cannot be identified.
- C. We do not provide coverage for **bodily injury** caused by an **underinsured motor vehicle** and sustained by any **insured**:
 1. If that **insured** or the legal representative settles the **bodily injury** claim without our consent. However, this exclusion does not apply if we:
 - a. have been given written notice in advance of a settlement between an **insured** and the owner or operator of the **underinsured motor vehicle**; and
 - b. we fail to advance payment to the **insured** in an amount equal to the tentative settlement within thirty days following receipt of such written notice.
 2. While **occupying your covered auto** while it is being used as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
 3. Using a vehicle without reasonable belief that that **insured** is entitled to do so.

This Exclusion C.3. does not apply to a **family member** using **your covered auto** which is owned by you.

 4. For any punitive or exemplary damages, or legal costs related thereto.
 5. While **occupying**, or when struck by, any motor vehicle owned by you or any **family member** which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

However, this exclusion does not apply to you or any **family member**.

- D. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or any similar law;
 1. workers' compensation law; or
 2. disability benefits law.

LIMIT OF LIABILITY

The limit of bodily injury liability shown in the Declarations for each person for Combined Uninsured/Underinsured Motorists 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 Declarations for each accident for Combined Uninsured/Underinsured Motorists 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 Declarations for each accident for Combined Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all damages for **property damage** caused by an **uninsured motor vehicle** and resulting from any one accident.

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

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

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

1. Paid because of the **bodily injury** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A;
2. Paid or payable because of the **bodily injury** under any workers' compensation law. However, this reduction does not apply to extent that an employer's lien is required to be paid under North Carolina's workers' compensation law; and
3. Paid or payable because of the **bodily injury** under any disability benefits law or any similar law.

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

- a. the limit of bodily injury liability shown in the Declarations for each person for this coverage reduced by all sums described in items 1., 2. and 3. of the preceding paragraph; or
- b. the damages sustained by the **insured** for **bodily injury** reduced by all sums described in items 1.,2. and 3. in the preceding paragraph.

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

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

Any payment to any person under this coverage will reduce any amount that person is entitled to recover for the same damages under part A.

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

OUR RIGHT TO RECOVER PAYMENT

A. If we made a payment under this coverage 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. Further, the execution of a covenant not to enforce judgment by the insured party shall not preclude us from pursuing our right to sue for or otherwise recover any payment made under this coverage from anyone else who may be liable. The person to or for whom payment was made 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 against the owner or operator of an **underinsured motor vehicle** if we have been given written notice in advance of a settlement and fail to advance payment in an amount equal to the tentative settlement within 30 days following receipt of such notice.

B. If we made a payment under this coverage 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.

OTHER INSURANCE

If this policy and any other auto insurance policy apply to the same accident, the maximum amount payable under all applicable policies for all injuries to an **insured** caused by an **uninsured motor vehicle** or **underinsured motor vehicle** shall be the sum of the highest limit of liability for this coverage under each policy.

In addition, if there is other applicable similar insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.

ARBITRATION

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

1. Whether that **insured** is legally entitled to recover compensatory damages from the owner or driver of an **uninsured motor vehicle** or **underinsured motor vehicle**; or
2. As to the amount of such damages;

the **insured** may demand to settle the dispute by arbitration.

The following procedures will be used:

1. Each party will select a competent arbitrator. The two so selected will select a third.
2. 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.
3. 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.
4. 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.
5. Any arbitration action against the company must begin within the time limit allowed for **bodily injury** or death actions in the state where the accident occurred.

6. Judgment upon award may be entered in any proper court.
7. As an alternative, the **insured** and we may agree to arbitrate by rules other than stated above.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

We will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including their equipment. Direct and accidental loss does not include any reduction in the value of any vehicle after it has been repaired, as compared to its value before it was damaged.

We will pay for loss to **your covered auto** caused by:

1. Other than **collision** only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any **your covered auto** shown in the Declarations.

Our payment will be reduced by any deductible shown in the Declarations. The deductible will not apply to a loss caused by:

1. fire or lightning;
2. smoke due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the auto is stored;
3. the stranding, sinking, burning, **collision** or derailment of any conveyance in or on which the auto is being transported;

"Collision" means the upset of **your covered auto** or a **non-owned auto** or their impact with another vehicle or object.

Loss caused by the following is considered other than **collision**:

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

If loss is caused by contact with a bird or animal, or if breakage of glass is caused by **collision**, you may elect to have either loss considered to be caused by **collision**.

"Non-owned auto" means:

1. Any private passenger auto, station wagon type, pickup truck, van 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 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.

We will also pay for direct and accidental loss caused by fire or lightning to clothes or other personal effects:

1. which are owned by you or any **family member**; and
2. which are in or on **your covered auto**.

"Permanently installed" means installed by bolts, brackets, or welding in a location in accordance with application laws and regulation for the installation of such equipment or device.

TRANSPORTATION EXPENSES

In addition, 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 in the event of the total theft of **your covered auto**. This applies only if the Declarations indicate that Other Than Collision is provided for that auto.

2. Loss of use expenses for which you become legally responsible in the event of the total theft of a **non-owned auto**. This applies only if the Declarations indicate that Other Than Collision is provided for any **your covered auto**.

We will pay only expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when **your covered auto** or the **non-owned auto** is returned to use or we pay for its loss.

SALVAGE CHARGES

In addition, we will pay general average and salvage charges that you or any **family member** are legally responsible for in transporting an auto.

EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** or any **non-owned auto** which occurs while they are being used as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical or electrical breakdown or failure; or
 - d. road damage to tires.

This exclusion does not apply if the damage results from the total theft of **your covered auto** or any **non-owned auto**.

3. Loss due to or as a consequence of:
 - a. radioactive contamination;
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
4. Loss to:
 - a. any electronic equipment or device that records, emits, amplifies, receives or transmits audio, visual, or data signals, including but not limited to:
 - (1) radios and stereos;
 - (2) tape decks;
 - (3) compact disc players or recorders;
 - (4) citizens band radios;
 - (5) telephones;
 - (6) two-way mobile radios;
 - (7) scanning monitor receivers;
 - (8) television monitor receivers;
 - (9) video cassette players or recorders;
 - (10) audio cassette players or recorders;
 - (11) personal computers; or
 - (12) digital video disc player or recorder.
 - b. tapes, records, discs, or other media used with any equipment or device described in a.
 - c. any accessories used with equipment described in a.

Exclusions 4.a. and 4.c. do not apply to:

- a. any equipment or device that is **permanently installed** by the vehicle's manufacturer; or
- b. the first \$1,000 of any equipment or device that is **permanently installed** by other than the vehicle's manufacturer;

in any **your covered auto** or a **non-owned auto**.

5. Loss to a camper body or **trailer** you own which is not shown in the Declarations. This exclusion (5.) does not apply to a camper body or **trailer** you:
 - a. acquire during the policy period; and
 - b. ask us to insure within the policy period or within 30 days after you become the owner.
6. Loss to any **non-owned auto** while used by you or any **family member** in the **business** of:
 - a. selling;
 - b. repairing;

- c. servicing;
- d. storing; or
- e. parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery.

7. Loss to any **non-owned auto** if used without the express or implied permission of the owner or other person in lawful possession of such vehicle.
8. With respect to any **trailer** shown in the Declarations, loss to:
 - a. awnings or cabanas; or
 - b. equipment designed to create additional living facilities.
9. Loss to **your covered auto** or any **non-owned 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.

This exclusion does not apply to the interests of Loss Payees in **your covered auto**.
10. Loss to equipment designed or used detect or deter radar, laser or other speed monitoring equipment whether or not **permanently installed**.
11. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in any **business** not described in Exclusion 6. This exclusion does not apply to the maintenance or use by you or any **family member** of a **non-owned auto** which is a private passenger auto or **trailer**.
12. Loss to any custom furnishings or equipment in or upon any **your covered auto** or **non-owned auto**, including, but 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.

However, this exclusion (12.):

- a. does not apply to the first \$1,000 of any such custom furnishings or equipment; and
- b. does not apply to a camper body shown in the Declarations, or a cap, cover or bedliner in or upon any pickup truck you own.

13. Loss to, or loss of use of, a **non-owned auto** rented by:
 - a. you; or
 - b. any **family member**;if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that **family member**, pursuant to the provisions of any applicable rental agreement or state law.

LIMIT OF LIABILITY

Our limit of liability will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

This amount does not include any reduction in the value of the property after it has been repaired, as compared to its value before it was damaged.

Subject to the above, our limit of liability for loss to:

1. Personal effects is \$100; and
2. A **trailer** not owned by you is \$1,500.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

PAYMENT OF LOSS

We may pay for the loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- a. You; or
- b. The address shown in the 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 an agreed or appraised value. [IN THE REPAIR OF **YOUR COVERED AUTO** UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.]

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER INSURANCE

If other insurance also covers the loss we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a **non-owned auto** shall be excess over any other collectible insurance.

APPRAISAL

If we and you do not agree on the amount of loss, either 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 state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

LOSS PAYEE

If a Loss Payee is shown in the Declaration, then any Collision Coverage or Other Than Collision Coverage provided by this policy applies to the Loss Payee's interest in **your covered auto**. If Collision Coverage or Other Than Collision Coverage is cancelled or nonrenewed, we will provide coverage for the Loss Payee's interest until 10 days after the date we mail or electronically transmit a notice of the cancellation or nonrenewal to the Loss Payee. Any coverage for the Loss Payee's interest shall terminate on the earlier of the expiration of this 10 period or the effective date of the Loss Payee's interest issued by another insurance carrier. Except for any continuation of coverage for the Loss Payee's interest that may be provided under this paragraph in connection with the Loss Payee's right to notice of cancellation or nonrenewal, this coverage for the Loss Payee's interest is only provided for a loss that would otherwise be payable to you.

Notwithstanding any other provisions of this policy, including but not limited to any continuation of coverage for Loss Payee's interest as set forth above, if Collision coverage or Other Than Collision Coverage is rescinded, the Loss Payee's interest will not be protected and the Loss Payee shall have no rights greater than your rights to recover for a loss. If we pay you or the Loss Payee, then we are entitled to your and the Loss Payee's right of recovery to the extent of our payment. Our rights of recovery does not impair the Loss Payee's right to recover the full amount of its claim from you.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS - FILING A CLAIM

GENERAL DUTIES

We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

A person seeking coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit as often as we reasonably require:
 - a. to physical exams by physicians we select. We will pay for these exams.
 - b. to examinations under oath and subscribe the same.
4. Authorize us to obtain:
 - a. medical reports; and
 - b. other pertinent records.
5. Submit a proof of loss when required by us.

ADDITIONAL DUTIES FOR UNINSURED AND COMBINED UNINSURED/UNDERINSURED MOTORISTS COVERAGE

A person seeking Uninsured or Combined Uninsured/Underinsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought. A suit may not be brought by an **insured** until 60 days after that person notifies us of their belief that the prospective defendant is an uninsured motorist.

Any person who intends to pursue recovery against the owner or operator of an **underinsured motor vehicle** for damages beyond those paid or payable under this policy shall give us:

1. Notice of such intent; and
2. The opportunity to participate, at our expense, in the prosecution of such claim.

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO

A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect **your covered auto** or any **non-owned auto** and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

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.

Any adjustment of your premium will be made using the rules in effect at the time of the change.

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.

FRAUD OR MATERIAL MISREPRESENTATION

We do not provide coverage for any **insured**

1. who has made fraudulent statements 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.

This provision applies to Part A - Liability Coverage to the extent that the limits of liability exceed the minimum limits required by the Financial Responsibility Law of North Carolina. If we make payment under Part A - Liability Coverage which we would not have otherwise made in the absence of the preceding sentence, then we shall have the right to recover such payment from any **insured** who made a fraudulent statement, engaged in fraudulent conduct, or made a material misrepresentation.

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. In addition, under Part A, no legal action may be brought against us until:

1. We agree in writing that the **insured** has an obligation to pay; or

2. The amount of that obligation has been finally determined by judgment after trial.

No person or organization has any right under this policy to bring us into any action to determine the liability of an insured.

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:

1. Part B;
2. Part C1 and C2, as those parts contain separate provisions which state our right to recover payments under those Parts;
3. Part D, against 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.

However, our rights under this paragraph do not apply to Part B.

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses which occur:

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, NONRENEWAL, AUTOMATIC TERMINATION, OTHER TERMINATION PROVISIONS

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 the Liability, Medical Payments and Uninsured Motorists or Combined Uninsured/Underinsured Motorists 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 non-payment of premium; or
 - b. at least 60 days notice in all other cases.
3. We may cancel any coverage other than Liability, Medical Payments and Uninsured Motorists or Combined Uninsured/Underinsured Motorists Coverage by mailing to the named insured shown in the Declarations at the last known address 10 days notice.
4. We will cancel the Liability, Medical Payments and Uninsured Motorists or Combined Uninsured/Underinsured Motorists Coverages 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 the Liability, Medical Payments and Uninsured Motorists or Combined Uninsured/Underinsured Motorists 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.

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 Terminations 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;
 - b. requires a special form of or procedure for giving notice; or
 - c. modifies any of the stated termination reasons;
 we will comply with those requirements.
- 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 owned 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.

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.

AUTO REPAIRS

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

- (i) the claimant is under no obligation to use the recommended repair service;
- (ii) the claimant may use the repair service of the claimant's choice; and
- (iii) 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.

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Choice Law

This policy is issued in accordance with 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

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W.C.E. Robinson
Secretary



William E. Roberts
President

GOVERNMENT EMPLOYEES INSURANCE COMPANY
GEICO INDEMNITY COMPANY

EXHIBIT B

Looking for a no-hassle pricing on New or Used Car?

The GEICO Car Buying Service is here to help.



Shop with confidence and save, discovering great deals.

We'll get you back on the road fast!

The GEICO Car Buying Service provides:

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A service you can trust when you need it most

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Visit us today at www.geico.com/replacemycar
or call 877-638-4126

REPORT SUMMARY

CLAIM INFORMATION

Owner	Wingo, Sharon 144 Kristie Ln Kings Mtn, NC 28086
Loss Vehicle	1998 Ford Crown Victoria LX
Loss Incident Date	05/03/2018
Claim Reported	05/04/2018

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by GEICO.

Loss vehicle has 39% fewer than average mileage of 184,700.

INSURANCE INFORMATION

Report Reference Number	88515283
Claim Reference	0603405890107107-01
Adjuster	Harper, Jennifer
Odometer	113,444
Last Updated	05/04/2018 08:22 AM

VALUATION SUMMARY

Base Vehicle Value	\$ 3,952.00
Condition Adjustment	- \$ 145.00
Adjusted Vehicle Value	\$ 3,807.00
Vehicular Tax (3%)	+ \$ 114.21
Tax reflects applicable state, county and municipal taxes.	
Value before Deductible	\$ 3,921.21
Deductible	- \$ 500.00

Total \$ 3,421.21

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	8
Valuation Notes.....	13
Supplemental Information.....	14

VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

GEICO has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.

DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.

CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information

VEHICLE INFORMATION

VEHICLE DETAILS

Location	KINGS MOUNTAIN, NC 28086
VIN	2FAFP74W9WX138696
Year	1998
Make	Ford
Model	Crown Victoria
Trim	LX
Body Type	Sedan
Engine -	
Cylinders	8
Displacement	4.6L
Fuel Type	Gasoline
Carburation	SEFI
Transmission	Automatic Transmission Overdrive

VEHICLE ALLOWANCES

Odometer	113,444	+ 1,146
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Options

Power Passenger Seat	Reported	+ 21
Leather Seats	Reported	+ 84
Alarm	Reported	+ 32
Aftermarket Film Tint	Reported	+ 11

Reported* Option(s) added after initial valuation

VEHICLE HISTORY SUMMARY

CCC VINguard®	2 Collision Estimates	03/29/2005
Experian AutoCheck	Title Check	
National Highway Traffic Safety Administration	1 Recall	

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard and predominant equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Odometer	113,444	
Transmission	Automatic Transmission	✓
	Overdrive	✓
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Power Driver Seat	✓
	Power Passenger Seat	📄
	Power Trunk/Gate Release	✓
	Decor/Convenience	Air Conditioning
	Tilt Wheel	✓
	Cruise Control	✓
	Rear Defogger	✓
	Intermittent Wipers	✓
	Keyless Entry	✓
	Wood Interior Trim	✓
Seating	Reclining/Lounge Seats	✓
	Leather Seats	📄
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	Cassette	✓
Wheels	Styled Steel Wheels	📄
	Locking Wheels	✓
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	4-wheel Disc Brakes	✓
	Alarm	📄
Exterior/Paint/Glass	Dual Mirrors	✓

To the left is the equipment of the loss vehicle that GEICO provided to CCC.

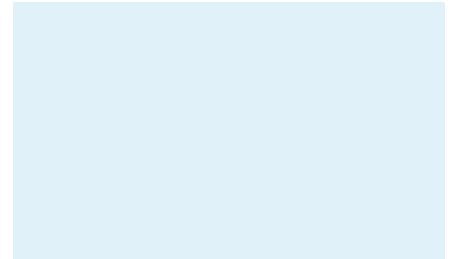
✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

📄 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Body Side Moldings	✓
Aftermarket Film Tint	📄
Clearcoat Paint	✓
Metallic Paint	📄



 VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Mechanical	AVERAGE PRIVATE	Notes: DIRT/GREASE Guideline: Transmission: Fluid slightly discolored. A few areas of seepage. Engine: Few small leaks. Belts and hoses firm, show minimal wear. Significant dirt and grease in engine compartment.	\$ 0
Tires	ROUGH	Notes: Passenger Tires: Rt Frt Tire-4/32; Lt Frt Tire-4/32; Rt Rr Tire-1/32; Lt Rr Tire-2/32. % of Tread Wear-0.25. Condition Rating-Rough. Guideline: Rear Tires: 40% or less of new. Example: Typical new car tires are 11/32, loss measures at 3/32 = 28% (3/11) Front Tires: 40% or less of new. Example: Typical new car tires are 11/32, loss measures at 3/32 = 28% (3/11)	- \$ 24
Paint	ROUGH	Notes: PAINT ON RT QTR HEAVILY FADED, SCRATCHES ON TRUNK, SCRATCHES REAR BUMPER, HOOD MISSING CLEAR Guideline: Numerous large deep chips and/or scratches. Heavy peeling, flaking, fading and/or mismatched panels. Significant fading.	- \$ 60
Body	AVERAGE PRIVATE	Notes: REAR BUMPER CRACKED, DAMAGE TO RT FRONT DOOR, DENT HOOD Guideline: Sheet Metal: Few dents and/or numerous dings. No significant surface rust. Trim: Minimal damage to components. Few dents and/or numerous dings.	\$ 0

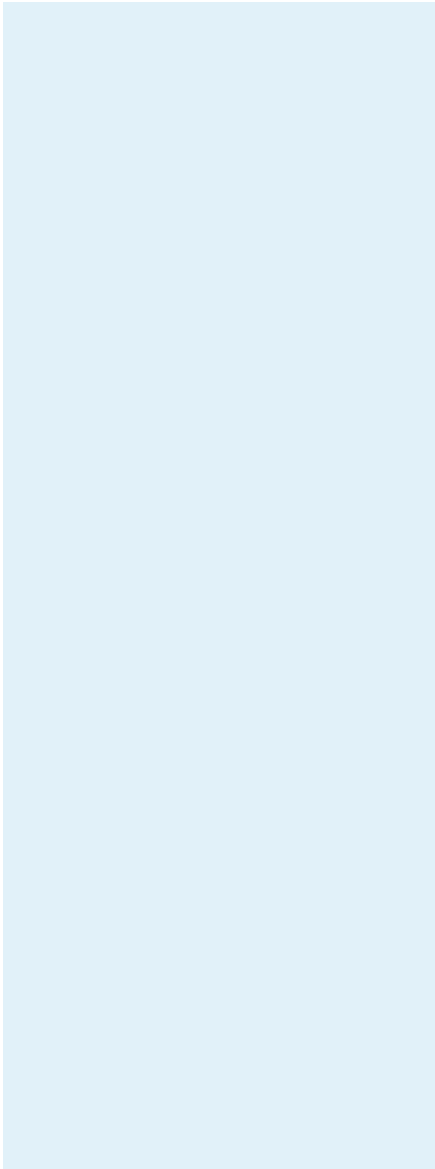
GEICO uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Average Private condition. These dollar adjustments are based upon interviews with dealerships across the United States.

 VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Glass	AVERAGE PRIVATE	Notes: W/S CHIPPED Guideline: Light surface scratches and/or pitting. Few chips.	\$ 0
Seats	ROUGH	Notes: LARGE TEARS IN PASSENGER SEAT, DRIVERS SEAT HEAVILY WORN Guideline: Heavily soiled, faded and/or discolored. Numerous large tears, holes and/or burn marks. Heavily worn and bare spots.	- \$ 43
Carpets	AVERAGE PRIVATE	Notes: SOILED/STAINED Guideline: Lightly soiled and/or stained. Few small tears, holes and/or burn marks. No significant bare spots.	\$ 0
Dashboard	AVERAGE PRIVATE	Notes: STEERING WHEEL HEAVILY WORN Guideline: Significant scratches and/or gouges. Components damaged and/or cracked. Significant wear.	\$ 0
Headliner	ROUGH	Notes: LOOSE, SCUFFED/STAINED Guideline: Numerous large holes and/or burn marks. Heavily scuffed.	- \$ 18
Total Condition Adjustments			- \$ 145



 COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Odometer	113,444	139,014	106,865	143,137
Automatic Transmission	✓	✓	✓	✓
Overdrive	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Driver Seat	✓	✓	✓	✓
Power Passenger Seat	✓	✗	✗	✗
Power Trunk/Gate Release	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Wood Interior Trim	✓	✓	✓	✓
Cloth Seats	✗	✓	✓	✓
Reclining/Lounge Seats	✓	✓	✓	✓
Leather Seats	✓	✗	✗	✗
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
Cassette	✓	✓	✓	✓
Styled Steel Wheels	✓	✗	✗	✗
Wheel Covers	✗	✓	✓	✓
Locking Wheels	✓	✓	✓	✓
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Anti-lock Brakes (4)	✗	✗	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Alarm	✓	✗	✗	✗
Dual Mirrors	✓	✓	✓	✓
Body Side Moldings	✓	✓	✓	✓
Tinted Glass	✗	✓	✓	✓
Aftermarket Film Tint	✓	✗	✗	✗
Clearcoat Paint	✓	✓	✗	✗
Metallic Paint	✓	✗	✗	✗

Comp 1 Updated Date: 04/25/2018

1998 Ford Crown Victoria Lx 8 4.6l

Gasoline Sefi

VIN 2FAFP74W9WX182844

Dealership Everybody Rides

Telephone (865) 366-0314

Source Dealer Ad

Stock # P1769

Distance from Kings Mountain, NC

127 Miles - Sevierville, TN

Comp 2 Updated Date: 04/27/2018

1999 Ford Crown Victoria Lx 8 4.6l

Gasoline Sefi

VIN 2FAFP74W6XX119413

Dealership Flywheel Auto Sales

Telephone (678) 540-3620

Source Autotrader

Distance from Kings Mountain, NC

197 Miles - Woodstock, GA

Comp 3 Updated Date: 03/09/2018

1999 Ford Crown Victoria Lx 8 4.6l

Gasoline Sefi

VIN 2FAFP74W8XX107201

Dealership Childre Ford Inc

Telephone (478) 247-1133

Source Dealer Ad

Stock # 107201

Distance from Kings Mountain, NC

176 Miles - Sandersville, GA

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

¹The **Condition Adjustment** sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.

 COMPARABLE VEHICLES

List Price	\$ 4,029	\$ 3,299	\$ 4,975
Adjustments:			
Options	+ \$ 148	+ \$ 42	+ \$ 42
Mileage	+ \$ 388	- \$ 81	+ \$ 468
Condition ¹	- \$ 350	- \$ 350	- \$ 350
Adjusted Comparable Value	\$ 4,215	\$ 2,910	\$ 5,135

Options	Loss Vehicle	Comp 4	Comp 5	Comp 6
Odometer	113,444	133,971	118,788	127,356
Automatic Transmission	✓	✓	✓	✓
Overdrive	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Driver Seat	✓	✓	✓	✓
Power Passenger Seat	✓	✗	✓	✗
Power Trunk/Gate Release	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Wood Interior Trim	✓	✓	✓	✓
Cloth Seats	✗	✓	✓	✓
Reclining/Lounge Seats	✓	✓	✓	✓
Leather Seats	✓	✗	✗	✗
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
Cassette	✓	✓	✓	✓
Styled Steel Wheels	✓	✗	✗	✗
Wheel Covers	✗	✓	✓	✓
Locking Wheels	✓	✓	✓	✓
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓

Comp 4 Updated Date: 03/09/2018

1999 Ford Crown Victoria Lx 8 4.6l

Gasoline Sefi

VIN 2FAFP74W6XX209953

Dealership Lap Of Luxury Motors

Telephone (919) 583-5090

Source Dealer Ad

Distance from Kings Mountain, NC

188 Miles - Goldsboro, NC

Comp 5 Updated Date: 03/28/2018

1999 Ford Crown Victoria Lx 8 4.6l

Gasoline Sefi

VIN 2FAFP74W6XX185346

Dealership Hrm Auto Sales

Telephone (478) 746-0222

Source Autotrader

Distance from Kings Mountain, NC

211 Miles - Macon, GA

Comp 6 Updated Date: 02/27/2018

1999 Ford Crown Victoria Lx 8 4.6l

Gasoline Sefi

VIN 2FAFP74W8XX123429

Dealership Capital Ford Lincoln Rock

Telephone (888) 701-7764

Source Autotrader

Stock # RP7687

Distance from Kings Mountain, NC

204 Miles - Rocky Mount, NC

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

 **COMPARABLE VEHICLES**

Options	Loss Vehicle	Comp 4	Comp 5	Comp 6
Anti-lock Brakes (4)	✗	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Alarm	✓	✗	✗	✗
Dual Mirrors	✓	✓	✓	✓
Body Side Moldings	✓	✓	✓	✓
Tinted Glass	✗	✓	✓	✓
Aftermarket Film Tint	✓	✗	✗	✗
Clearcoat Paint	✓	✗	✗	✗
Metallic Paint	✓	✗	✗	✗
List Price		\$ 3,300	\$ 2,995	\$ 3,995
Adjustments:				
Options		+ \$ 42	+ \$ 21	+ \$ 42
Mileage		+ \$ 329	+ \$ 99	+ \$ 229
Condition ¹		- \$ 350	- \$ 350	- \$ 350
Adjusted Comparable Value		\$ 3,321	\$ 2,765	\$ 3,916

Distance is based upon a straight line between loss and comparable vehicle locations.

¹The **Condition Adjustment** sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.

 **COMPARABLE VEHICLES**

 **ADDITIONAL COMPARABLE VEHICLES**

Source	Vehicle	Price	Adjusted Comparable Value
Comp 7			
Source: Autotrader Sanders Ford Jacksonville, NC (910) 478-4291 222 Miles From Kings Mountain, NC	1999 Ford Crown Victoria 8 4.6l Gasoline Sefi Odometer: 152,872 VIN: 2FAFP73W4XX188747 Stock #: T27454A Updated Date: 04/17/2018	\$ 4,900 (List)	\$ 5,261
Comp 8			
Source: Autotrader John Sang Ford Lincoln Me Gallipolis, OH (740) 446-9800 251 Miles From Kings Mountain, NC	1999 Ford Crown Victoria Lx 8 4.6l Gasoline Sefi Odometer: 165,681 VIN: 2FAFP74W4XX121757 Stock #: S01732 Updated Date: 02/22/2018	\$ 3,995 (List)	\$ 4,509
Comp 9			
Source: Dealer Ad Auto Save Opelika, AL (334) 232-8998 292 Miles From Kings Mountain, NC	1999 Ford Crown Victoria Lx 8 4.6l Gasoline Sefi Odometer: 106,451 VIN: 2FAFP74W3XX211658 Stock #: P211658_1 Updated Date: 03/09/2018	\$ 4,995 (List)	\$ 4,599
Comp 10			
Source: Autotrader Vallery Ford Waverly, OH (740) 947-7565 283 Miles From Kings Mountain, NC	1999 Ford Crown Victoria Lx 8 4.6l Gasoline Sefi Odometer: 86,228 VIN: 2FAFP74W5XX191123 Stock #: P5547 Updated Date: 04/11/2018	\$ 4,995 (List)	\$ 4,251
Comp 11			
Source: Dealer Ad Don Franklin Campbellsvil Campbellsville, KY (866) 407-6406 266 Miles From Kings Mountain, NC	1999 Ford Crown Victoria Lx 8 4.6l Gasoline Sefi Odometer: 166,875 VIN: 2FAFP74W4XX230817 Stock #: XX230817 Updated Date: 04/11/2018	\$ 3,000 (List)	\$ 3,534
Comp 12			

Additional Comparable Vehicles are in summary format, but are adjusted the same as those on the previous page.

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

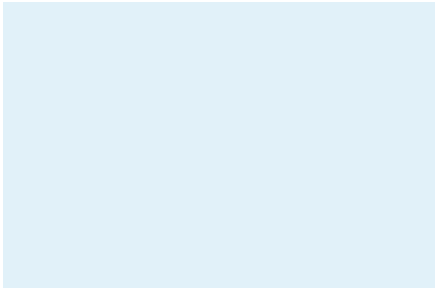
List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

COMPARABLE VEHICLES

ADDITIONAL COMPARABLE VEHICLES

Source: Autotrader	1999 Ford Crown Victoria	\$ 2,988	\$ 3,461
Autonation Chrysler Dodge	Lx 8 4.6l Gasoline Sefi	(List)	
Columbus, GA	Odometer: 163,248		
(855) 302-5265	VIN: 2FAFP74W7XX189096		
282 Miles From Kings	Stock #: XX189096		
Mountain, NC	Updated Date: 04/09/2018		



 VALUATION NOTES

This Market Valuation Report has been prepared exclusively for use by GEICO, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

Regulations concerning vehicle value include North Carolina Administrative Code Section 11-04.0418.

SUPPLEMENTAL INFORMATION



CARRIER INFORMATION

Prepared for: GEICO

Web: Get back on the road fast!

GEICO offers an easy-to-use service designed to help you save time and money.

Simply visit www.geico.com/replaceyourcar today or call

(877)-638-4119 to get started!!



VEHICLE HISTORY INFORMATION

VINGUARD®

VINGUARD® Message: VINGUARD has decoded this VIN without any errors

Collision History Information:

COLLISION INCIDENT REPORTED BY NATIONAL GENERAL INSURANCE ON
03/29/2005

Claim #: 759662220050325135558 in FORT PIERCE, FL

Repair Estimate: 1946.51 Miles: 052907

Damage Location: RIGHT FRONT
UNKNOWN

COLLISION INCIDENT REPORTED BY NATIONAL GENERAL INSURANCE ON
10/13/2004

Claim #: 745479920041008155202 in VERO BEACH, FL

Repair Estimate: 1854.49 Miles: 049211

Damage Location: NON-COLLISION
UNKNOWN

SUPPLEMENTAL INFORMATION



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK	RESULTS FOUND
Abandoned	✓ No Abandoned Record Found
Damaged	✓ No Damaged Record Found
Fire Damage	✓ No Fire Damage Record Found
Grey Market	✓ No Grey Market Record Found
Hail Damage	✓ No Hail Damage Record Found
Insurance Loss	⊖ Insurance Loss Record Found
Junk	✓ No Junk Record Found
Rebuilt	✓ No Rebuilt Record Found
Salvage	⊖ Salvage Record Found

EVENT CHECK	RESULTS FOUND
NHTSA Crash Test Vehicle	✓ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓ No Frame Damage Record Found
Major Damage Incident	⊖ Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓ No Odometer Problem Record Found
Recycled	✓ No Recycled Record Found
Water Damage	✓ No Water Damage Record Found
Salvage Auction	✓ No Salvage Auction Record Found

VEHICLE INFORMATION	RESULTS FOUND
Accident	✓ No Accident Record Found
Corrected Title	✓ No Corrected Title Record Found
Driver Education	✓ No Driver Education Record Found
Fire Damage Incident	✓ No Fire Damage Incident Record Found
Lease	✓ No Lease Record Found
Lien	✓ No Lien Record Found
Livery Use	✓ No Livery Use Record Found
Government Use	✓ No Government Use Record Found
Police Use	✓ No Police Use Record Found
Fleet	✓ No Fleet Record Found
Rental	✓ No Rental Record Found
Fleet and/or Rental	✓ No Fleet and/or Rental Record Found
Repossessed	✓ No Repossessed Record Found
Taxi use	✓ No Taxi use Record Found
Theft	✓ No Theft Record Found
Fleet and/or Lease	✓ No Fleet and/or Lease Record Found
Emissions Safety Inspection	✓ No Emissions Safety Inspection Record Found
Duplicate Title	✓ No Duplicate Title Record Found

CCC provides GEICO information reported by Experian regarding the **1998 Ford Crown Victoria (2FAPF74W9WX138696)**. This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

- LEGEND :**
- ✓ No Event Found
 - ⊖ Event Found
 - 📄 Information Needed

TITLE CHECK
EVENT FOUND

AutoCheck's database for this loss vehicle found historical events that might indicate a significant automotive problem. These problems can indicate past automotive damage or warnings associated with the vehicle title.

EVENT CHECK
EVENT FOUND

AutoCheck's database for this loss vehicle found historical events that might indicate a significant automotive problem. These problems can indicate past automotive damage or warnings associated with the vehicle title."

VEHICLE INFORMATION
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

ODOMETER CHECK
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 05/04/2018

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
02/24/1998			Independent Source	VEHICLE MANUFACTURED AND SHIPPED TO DEALER
03/09/1998	FL	66	Motor Vehicle Dept.	ODOMETER READING FROM DMV
03/09/1998	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/19/1998	SEBASTIAN, FL		Motor Vehicle Dept.	TITLE
03/19/1998	SEBASTIAN, FL		Motor Vehicle Dept.	TITLE
02/09/1999	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/08/2000	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
02/12/2001	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
02/01/2002	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
02/11/2003	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
02/20/2004	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
02/22/2005	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
02/06/2006	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
02/16/2007	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/07/2008	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
02/24/2009	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/05/2010	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
02/23/2011	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
01/31/2012	SEBASTIAN, FL		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
04/30/2012	CLEMSON, SC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
04/30/2012	CLEMSON, SC		Motor Vehicle Dept.	EXCLUDED/EXEMPT

SUPPLEMENTAL INFORMATION

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
05/07/2012	CLEMSON, SC		Motor Vehicle Dept.	TITLE
05/07/2012	CLEMSON, SC		Motor Vehicle Dept.	EXCLUDED/EXEMPT
03/12/2013	CLEMSON, SC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/12/2013	CLEMSON, SC		Motor Vehicle Dept.	EXCLUDED/EXEMPT
03/10/2014	CLEMSON, SC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/10/2014	CLEMSON, SC		Motor Vehicle Dept.	EXCLUDED/EXEMPT
03/10/2015	CLEMSON, SC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/10/2015	CLEMSON, SC		Motor Vehicle Dept.	EXCLUDED/EXEMPT
04/06/2016	CLEMSON, SC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
04/06/2016	CLEMSON, SC		Motor Vehicle Dept.	EXCLUDED/EXEMPT
03/07/2017	FOUNTAIN INN, SC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/07/2017	FOUNTAIN INN, SC		Motor Vehicle Dept.	EXCLUDED/EXEMPT
03/08/2017	FOUNTAIN INN, SC		Motor Vehicle Dept.	TITLE (Lien Reported)
03/08/2017	FOUNTAIN INN, SC		Motor Vehicle Dept.	EXCLUDED/EXEMPT
08/06/2017	SC	104620	Auto Insurance Source	REPORTED AS INSURANCE LOSS - VEHICLE SOLD BY INSURER. CLAIM PAID TO INSURED
08/06/2017			Auto Insurance Source	VEHICLE LOSS CAUSED BY COLLISION
08/14/2017	SOUTHEASTERN REGION,	104620	Auto Auction	REPORTED AT AUTO AUCTION
08/30/2017	GASTON, SC		Motor Vehicle Dept.	TITLE
08/30/2017	GASTON, SC		Motor Vehicle Dept.	SALVAGE
08/30/2017	GASTON, SC		Motor Vehicle Dept.	VEHICLE TITLED/ REGISTERED TO AN INSURANCE COMPANY
08/30/2017	GASTON, SC		Motor Vehicle Dept.	EXCLUDED/EXEMPT
10/31/2017	KINGS MOUNTAIN, NC		Motor Vehicle Dept.	TITLE (Lien Reported)
10/31/2017	KINGS MOUNTAIN, NC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

SUPPLEMENTAL INFORMATION

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

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SUPPLEMENTAL INFORMATION



NHTSA VEHICLE RECALL

NHTSA Campaign ID : 98V322

Potential Number Of Units Affected : 175,000

Summary : On certain police, fleet, natural gas, and limousine vehicles, the one-piece bearing within the lower control arm ball joint can weaken slowly during use and eventually crack. This could result in separation of the ball and cap of the joint, allowing the control arm to drop to the ground. If this occurs while the vehicle is moving, reduced steering control could occur, increasing the risk of a crash.

Remedy : Dealers will replace the lower control arm ball joints. Owner notification began Jan. 18, 1999. Owners who do not receive the free remedy within a reasonable time should contact Ford at 1-800-392-3673.

Dates Of Manufacture : March 1996 - December 1998

Manufacturer Recall No. : 98S37

The National Highway Traffic Safety Administration has issued 1 safety related recall notices that may apply to the above valued vehicle.

EXHIBIT C

GEICO Fax



Government Employees Insurance Company
GEICO General Insurance Company
GEICO Indemnity Insurance Company
GEICO Casualty Insurance Company

- Chevy Chase, MD.
- Fredericksburg, VA
- Woodbury, NY
- Macon, GA
- Poway, CA
- Dallas, TX
- Lakeland, FL
- Honolulu, HI.
- Coralville, IA
- Virginia Beach, VA

To: 17866230915
From: ClaimsAtlas@geico.com
Date: March 15, 2019 18:40:01 GMT
Subj: ::LWDA::B190315143849830.7025391::Claim# 0603405890107107
Pages: 6

To:
Policy Holder: Sharon Young Wingo
From: Tiffany Larimer (GEICO Claims Examiner)

Your letter from GEICO is attached.

=====
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GEICO Indemnity Company

Attn: Region 7 Claims, PO BOX 9518
Fredericksburg, VA 22403-9524

Company: GEICO Indemnity Company
Date: March 15, 2019
From: Tiffany Larimer
757-222-6876
To: Shamis & Gentile, P.a.
RE: Claim Documents 0603405890107107

We received your letter of representation. Attached is your declaration page.

Export Type: fax | Export ID: 35669005



Tel: 1-800-MILITARY
1-800-645-4827

GEICO INDEMNITY COMPANY
One GEICO Boulevard
Fredericksburg, VA 22412-0003

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 4501-94-89-80

Coverage Period:

01-21-18 through 07-21-18

Your coverage begins and ends at 12:01am local time at the address of the named insured.

Date Issued: April 5, 2018

Endorsement Effective: 04-05-18

Item 1:

SHARON Y WINGO AND ROBERT O WINGO
144 KRISTIE LN
KINGS MTN NC 28086-8702

Email Address: swingo40@gmail.com

<u>Named Insured</u>	<u>Additional Drivers</u>
Sharon Y Wingo Robert O Wingo	None

<u>Vehicles</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2016 Fiat	500X Easy ZFBCFXBT0GP385995	Kings Mtn NC 28086	
2 2014 Chev	Camaro 2LS 2G1FA1E38E9143249	Kings Mtn NC 28086	
3 2012 Hyundai	Sonata KMHEC4A42CA035901	Kings Mtn NC 28086	
4 2003 Chev	Silver1500 1GCEC14VX3Z295262	Kings Mtn NC 28086	
5 1998 Ford	Crown Vic 2FAEP74W9WX138696	Kings Mtn NC 28086	

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u>	<u>Vehicle 4</u>
A Liability Coverage					
Bodily Injury Liability					
Each Person/Each Occurrence	\$30,000/\$60,000	\$77.50	\$77.45	\$82.85	\$77.45
Property Damage Liability					
Each Occurrence	\$25,000	\$70.35	\$70.35	\$75.15	\$70.35
B Medical Payments					
Each Person	\$1,000	\$8.00	\$8.00	\$8.60	\$8.00
C Vehicle Customization	\$4,000	-	\$85.00	-	-
C Uninsured Motorists Bodily Injury					
Bodily Injury Liability					
Each Person/Each Occurrence	\$30,000/\$60,000	\$16.00	\$0.00	\$0.00	\$0.00
Property Damage					
Each Occurrence	\$25,000	\$2.50	\$0.00	\$0.00	\$0.00

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<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u>	<u>Vehicle 4</u>
D Damage To Your Auto					
Other Than Collision Loss	Acv Minus \$50	\$104.00	-	-	-
	Acv Minus \$500	-	\$106.00	\$87.00	-
Collision Loss	Acv Minus \$250	\$254.00	-	-	-
	Acv Minus \$500	-	\$272.00	\$290.00	-
Towing & Labor Costs	Non-Ded	\$19.50	\$19.50	\$19.50	-
Extended Transportation Expenses Coverage	\$30 Per Day	\$39.00	\$39.00	\$39.00	-
	\$900 Max	-	-	-	-
Six Month Premium Per Vehicle		\$590.85	\$677.30	\$602.10	\$155.80

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 5</u>
A Liability Coverage		
Bodily Injury Liability		
Each Person/Each Occurrence	\$30,000/\$60,000	\$77.45
Property Damage Liability		
Each Occurrence	\$25,000	\$70.35
B Medical Payments		
Each Person	\$1,000	\$8.00
C Vehicle Customization	\$4,000	-
C Uninsured Motorists Bodily Injury		
Bodily Injury Liability		
Each Person/Each Occurrence	\$30,000/\$60,000	\$0.00
Property Damage		
Each Occurrence	\$25,000	\$0.00
D Damage To Your Auto		
Other Than Collision Loss	Acv Minus \$50	-
	Acv Minus \$500	\$30.00
Collision Loss	Acv Minus \$250	-
	Acv Minus \$500	\$102.00
Towing & Labor Costs	Non-Ded	\$19.50
Extended Transportation Expenses Coverage	\$30 Per Day	-
	\$900 Max	-
Six Month Premium Per Vehicle		\$307.30
Total Six Month Premium		\$2,333.35

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Discounts

The total value of your discounts is	\$807.40
Multi-Car (All Vehicles)	\$790.10
Passive Restraint/Air Bag (All Vehicles).....	\$17.30

Contract Type: A6

Contract Amendments: ALL VEHICLES - A295 A6

Unit Endorsements: CRA115NC (VEH 1,2,3,5); CRA431NC (VEH 1,2,3); UE90 (VEH 2)

Important Policy Information

- The physical damage rates on your policy are greater than those promulgated by the state of North Carolina. A form consenting to these rates was previously signed or was accepted via verbal authorization.
- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- Coverages and/or limits were changed as you requested or due to state requirements.

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Geico Skimps on Vehicle Total Loss Payments by Omitting Tax and Fees, Class Action Says](#)
