CHAPTER 26.1-39
PROPERTY AND CASUALTY INSURANCE

26.1-39-01. Rescission of fire insurance contract for alteration increasing risk.

An alteration in the use or condition of a thing insured from that to which it is limited by the policy, if made without the consent of the insurer, by means within the control of the insured, and if it increases the risk, entitles an insurer to rescind a fire insurance contract.

26.1-39-02. Rescission of fire contract not permitted if risk not increased.

An alteration in the use or condition of a thing insured from that to which it is limited by the policy, which does not increase the risk, does not affect a fire insurance contract.

26.1-39-03. When fire contract unaffected though risk increased.

A fire insurance contract is not affected by any act of the insured subsequent to the execution of the policy, if the act does not violate its provisions, even though it increases the risk and is the cause of a loss.

26.1-39-04. Measure of indemnity on fire policy.

If there is no valuation in the policy, the measure of indemnity in an insurance against fire is the full amount stated in the policy. If there is a valuation in the policy, the valuation is conclusive between the parties in the adjustment either of a partial or a total loss if the insured has some interest at risk and there is no fraud on the insured's part. In the event of a partial loss, the insurer is liable only for the proportion of the amount insured as the loss bears to the value of the whole interest of the insured in the property insured. A valuation fraudulent in fact, however, entitles the insurer to rescind the contract. The provisions of this section may not be construed as a revocation of any of the rights of insurers delineated in section 26.1-39-05.

26.1-39-05. Face of policy to be paid in case of covered loss.

1. Whenever any insurance policy is written or renewed to insure any real property in this state, including structures owned by persons other than the insured, against loss caused by or resulting from any covered cause of loss and the insured property is wholly or completely destroyed by any covered cause of loss without fraud on the part of the insured or the insured's assigns, the amount of the insurance written in the policy is the true value of the property insured and the true amount of loss and measure of damages, subject to the following conditions:
   a. If the covered loss occurred within sixty days after the policy effective date or within sixty days after the policy limits were increased by twenty-five percent or more at the insured's request, the loss payable to the insured for covered loss incurred during the first sixty days is the lesser of:
      (1) The full value of the policy; or
      (2) The amount paid in accordance with the policy provisions as if a partial loss occurred.
   b. Subdivision a does not apply to:
      (1) Renewal policies with policy limits increases of less than twenty-five percent;
      (2) Policies for which limits have increased twenty-five percent or more due to the construction of additions; or
      (3) Policies for which the increased limits were approved by the insurer before the loss.
   c. Builder risk policies of insurance covering property in the process of being constructed must be valued and settled according to the actual value of that portion of construction completed at the time of any covered cause of loss.
   d. In case of double insurance, each insurer shall contribute proportionally toward the loss without regard to the dates of the insurance policies.

2. This section does not apply as to personal property or any interest in the personal property.
3. This section does not apply to any claim for loss of an appurtenant structure or separate structure. Any claim for loss of an appurtenant or separate structure must be settled for actual replacement cost or actual cash value, depending on the policy provisions applicable to the structure, unless an appurtenant or separate structure is individually described in the policy and a value is assigned to that specific structure before the loss.

26.1-39-06. Standard fire insurance policy.

No fire insurance contract or policy, including a renewal, may be made, issued, used, or delivered by any insurer or by any insurance producer or representative of the insurer on property in this state other than such as conform in all particulars as to blanks, size of type, context, provisions, agreements, and conditions with the 1943 standard fire insurance policy of the state of New York, a copy of which must be filed in the office of the commissioner as the standard policy for this state. The cancellation provisions contained in the standard policy are superseded to the extent sections 26.1-39-10 through 26.1-39-21 are inconsistent with the provisions. No other or different provision, agreement, condition, or clause may be made a part of the contract or policy or be endorsed on the contract or policy or delivered with the contract or policy, except as follows:

1. The name of the insurer, its location and place of business, the date of its incorporation or organization, and the state or county under which the insurer is organized, the amount of paid-up capital stock, whether it is a stock or mutual company, the names of its officers, the number and the date of the policy, and appropriate company emblems may be printed on policies issued on property in this state; provided, however, that any insurer organized under special charter provisions may so indicate upon its policy and may add a statement of the plan under which it operates in this state.
2. Printed or written forms of description and specifications or schedules of the property covered by any particular policy and any other matter necessary to express clearly all the facts and conditions of insurance on any particular risk, which facts or conditions may not be inconsistent with or a waiver of any of the provisions or conditions of the standard policy, may be written upon or attached or appended to any policy issued on property in this state. Appropriate forms of contracts, supplemental contracts, or endorsements, by which the interest in the property described is insured against one or more of the perils which the insurer is empowered to assume, may be used in connection with the standard policy. The forms of contracts, supplemental contracts, or endorsements attached or printed on the policy may contain provisions and stipulations inconsistent with the standard policy if applicable only to the other perils. The first page of the standard policy may be rearranged to provide space for the listing of rates and premiums for coverages insured under the policy or under endorsements attached or printed on the policy, and such other data as may be included for duplication on daily reports for office records.
3. An insurer, if entitled to do business in this state, may with the approval of the commissioner, if not already included in the standard form as filed with the commissioner, print on its policies any provision which it is required by law to insert in the policies if the provision is not in conflict with the laws of this state or the United States, or of the provisions of the standard policy, but the provision must be printed apart from the other provisions, agreements, or conditions of the policy and in type not smaller than the body of the policy and a separate title, as follows: "Provisions required by law to be stated in this policy", and must be a part of the policy.
4. A commercial insurance policy providing coverage for fire insurance in accordance with this section may exclude coverage for loss by fire insured against if the fire is caused directly or indirectly by terrorism.
5. There may be endorsed in writing on the outside of any policy the name, with the word "Producer or Producers" and place of business, of any insurance producer or

producers. There may also be added, with the approval of the commissioner, a statement of the group of companies with which the insurer is financially affiliated.

6. When two or more insurers, each having previously complied with the laws of this state, unite to issue a joint policy, there may be expressed in the head line of each policy the fact of the severalty of the contract; also the proportion of premiums to be paid to each insurer and the proportion of liability which each insurer agrees to assume. And in the printed conditions of the policy the necessary change may be made from the singular to plural number, when reference is had to the insurers issuing such policy.
7. With the approval of the commissioner, a combined farm policy may be used, the fire portion of which must be substantially in accord with the standard policy.
8. The standard policy is an interest policy and must be so construed as to at all times protect the interest, whatever it may be, of any named insured. Provided, however, that a five-day grace period is allowed after the execution of any written instrument transferring interest in insured property during which full protection must be granted under the terms of the policy.
9. In case of other coverage on the same peril, the liability of each insurer may not be for any greater amount or proportion of the loss than the ratio such insurance bears to the valid and collectible whole insurance covering the property against the peril involved.
10. No contract or policy issued under this section may contain a limitation of less than three years for the bringing of any suit or action under the contract or policy.
11. This section does not apply to inland marine, ocean marine, or automobile insurance.

26.1-39-07. Standard fire policy - Loss or damage caused by nuclear reaction.

An insurer issuing the standard policy pursuant to section 26.1-39-06 may affix to the policy or include in the policy a written statement that the policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under the policy. An insurer may attach to the standard policy an endorsement or endorsements specifically assuming coverage for loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination.

26.1-39-08. Construction of standard fire policy.

The standard policy is a valued policy as defined under section 26.1-30-03. An insurance policy in the form prescribed by section 26.1-39-06 is subject to the rules of construction as to its effect or the waiver of any of its provisions which would apply if the form had not been prescribed.

26.1-39-09. Nonstandard fire policy.

The commissioner may approve for use in this state a form of policy which does not correspond to the standard policy as provided by section 26.1-39-06; provided, that the coverage of the approved policy form with respect to the peril of fire may not be less than that contained in the standard policy.

26.1-39-09.1. Certain property and casualty insurance programs to be marketed through resident agents or brokers - Service fee.

Repealed by S.L. 1999, ch. 252, § 31.

26.1-39-09.2. Suspension or revocation of certificate or license for noncompliance or for acceptance of a reduced service fee.

The commissioner shall suspend or revoke the certificate of authority of any insurer who intentionally fails to comply with section 26.1-11-07.

26.1-39-09.3. Fire protection class - Dispute.

1. This section applies to an insurance policy issued or renewed to insure real property in this state.

2. Within thirty days following quoting, issuing, or renewing of the policy, the insured may assert a fire protection class which differs from the class identified by the insurer and the insurer shall implement this class. The insured shall present to the insurer a credible basis for the assertion supported by factual information.
3. Within ninety days following receipt of the assertion by an insured, the insurer may investigate the assertion and:
   a. Change the fire protection class, effective from the date of issuance or renewal; or
   b. Document the basis for the original class and implement the original class effective from the date of issuance or renewal.
4. After making a determination under subsection 3, the insurer shall inform the insured of the determination.

26.1-39-10. Property and casualty policies - Declination, cancellation, and nonrenewal - Scope.

Sections 26.1-39-10 through 26.1-39-21 apply to insurance policies or risks located or resident in this state which are issued and take effect or which are renewed after July 1, 1983, and insure against any of the following:

1. Loss of or damage to real property which consists of not more than four residential units, one of which is the principal place of residence of the named insured.
2. Loss of or damage to personal property owned by the named insured or used for personal, family, or household purposes within a residential dwelling.
3. Legal liability of the named insured arising out of bodily injury to or death of any persons or damage to property, except bodily injury, death, or property damage arising out of business pursuits other than professional legal or medical services.

Sections 26.1-39-10 through 26.1-39-21 do not apply to workforce safety and insurance policies, automobile policies, inland marine policies, insurance policies issued through a residual market mechanism, or policies primarily insuring risks arising from the conduct of a commercial or industrial enterprise.

For purposes of sections 26.1-39-10 through 26.1-39-21, any policy period or term of less than six months is considered a policy period or term of six months and any policy period or term of more than one year or any policy with no fixed expiration date is considered a policy period or term of one year.

26.1-39-11. Definitions.

1. "Declination" means the refusal of an insurer to issue a property insurance policy upon receipt of a written nonbinding application or written request for coverage from its insurance producer or an applicant. For the purposes of sections 26.1-39-10 through 26.1-39-21, the offering of insurance coverage with a company within an insurance group which is different from the company requested on the nonbinding application or written request for coverage or the offering of insurance upon different terms than requested in the nonbinding application or written request for coverage is considered a declination.
2. "Nonpayment of premium" means the failure of the named insured to discharge any obligation in connection with the payment of premiums on property insurance policies subject to sections 26.1-39-10 through 26.1-39-21, whether the payments are directly payable to the insurer or its insurance producer or indirectly payable under a premium finance plan or extension of credit. "Nonpayment of premium" includes the failure to pay dues or fees when payment of dues or fees is a prerequisite to obtaining or continuing property insurance coverage.
3. "Renewal" or "to renew" means the issuance and delivery by an insurer at the end of a policy period of a policy superseding a policy previously issued and delivered by the same insurer, or the issuance and delivery of a certificate or notice extending the term of an existing policy beyond its policy period or term. The term includes a change or alteration in the amount of a deductible, coverage, or exclusion which results in

substantially equivalent coverage if the altered terms are provided to the insured in the notice of renewal.

4. "Termination" means cancellation or nonrenewal of property insurance coverage in whole or in part. Cancellation occurs during the policy term. Nonrenewal occurs at the end of the policy term as set forth in subsection 3. For purposes of sections 26.1-39-10 through 26.1-39-21, the transfer of a policy between companies within the same insurance holding company system is not a termination. A renewal with altered terms as provided in subsection 3 is not a termination.

26.1-39-12. Notification and reasons for declination of property and casualty policies.

1. Upon declining to insure any property subject to sections 26.1-39-10 through 26.1-39-21, the insurer making the declination shall either provide the insurance applicant with a written explanation of the specific reasons for the declination at the time of the declination or advise the applicant that a written explanation of the specific reasons for the declination will be provided within twenty-one days of the time of the receipt of the applicant's written request for such an explanation. An applicant's written request is timely under this section if received within ninety days of the date of that notice to the applicant.
2. No insurer not represented by an insurance producer may refuse to provide an insurance application form or other means of making a written request for insurance to a prospective applicant who requires insurance coverage from the insurer.
3. No insurance producer, for any reason set out in section 26.1-39-17, may refuse to provide an insurance application form or other means of making a written request for insurance to a prospective applicant who requests insurance coverage from the insurance producer or insurer.

26.1-39-13. Notification and reasons for cancellation of property and casualty policies.

1. After coverage has been in effect for more than sixty days or after the effective date of a renewal policy, a notice of cancellation may not be issued unless it is based upon at least one of the following reasons:
   a. Nonpayment of premium.
   b. Discovery of fraud or material misrepresentation and the procurement of the insurance or with respect to any claims submitted thereunder.
   c. Discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against.
   d. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed.
   e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against.
   f. A determination by the commissioner that the continuation of the policy would place the insurer in violation of the insurance laws of this state.
   g. Conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against.
2. A written notice of cancellation must be mailed or delivered to the named insured, at the last-known address of the named insured, at least thirty days before the effective date of cancellation or when the cancellation is for nonpayment of premium at least ten days before the effective date of cancellation. Conclusive proof of mailing and receipt on the third calendar day after the mailing of the notice is established if the insurer produces:
   a. A United States postal service certificate of mailing to the named insured at the insured's last-known address; or
   b. Proof or acknowledgment of United States postal service mailing to the named insured at the insured's last-known address using:
      (1) IMb tracing; or

(2) A similar method of first-class mail tracking which identifies the named insured, the insured's last-known address, and the date of mailing.

26.1-39-14. Five-day notice exception for cancellation of property and casualty policies.

Policies subject to sections 26.1-39-10 through 26.1-39-21 may be canceled upon five days' written notice to the named insureds if one or more of the following conditions exist:

1. Buildings with at least sixty-five percent of the rental units in the building unoccupied.
2. Buildings that have been damaged by a peril insured against and the insured has stated or such time has elapsed as clearly indicates that the damage will not be repaired.
3. Buildings to which, following a fire, permanent repairs have not commenced within sixty days following satisfactory adjustment of loss.
4. Buildings that have been unoccupied sixty consecutive days, except buildings that have a seasonal occupancy, and buildings actually in the course of construction or repair and reconstruction which are properly secured against unauthorized entry.
5. Buildings that are in danger of collapse because of serious structural conditions or those buildings subject to extremely hazardous conditions not contemplated in filed rating plans such as those buildings that are in a state of disrepair as to be dilapidated.
6. Buildings on which, because of their physical condition, there is an outstanding order to vacate or an outstanding demolition order, or which have been declared unsafe in accordance with applicable law.
7. Buildings from which fixed and salvageable items have been or are being removed and the insured can give no reasonable explanation for the removal.
8. Buildings on which there is reasonable knowledge and belief that the property is endangered and is not reasonably protected from possible arson for the purpose of defrauding an insurer.
9. Buildings with any of the following conditions:
   a. Failure to furnish heat, water, sewer service, or public lighting for thirty consecutive days or more.
   b. Failure to correct conditions dangerous to life, health, or safety.
   c. Failure to maintain the building in accordance with applicable law.
   d. Failure to pay property taxes for more than one year.
10. Buildings that have characteristics of ownership condition, occupancy, or maintenance which are violative of law or public policy.

26.1-39-15. Statement of reasons for cancellation of property and casualty policies.

The notice of cancellation must state or be accompanied by either a statement of the reason for cancellation, or a statement that upon written request of the named insured, the insurer will specify in writing the reason for cancellation. The written request must be mailed or delivered to the insurer at least ten days prior to the effective date of cancellation or if cancellation occurs pursuant to section 26.1-39-14, within ten days from the effective date of cancellation. The insurer shall mail or deliver the reason to the named insured within ten days after receipt of the written request.

26.1-39-16. Notification and statement of reasons for nonrenewal of property and casualty policies.

1. An insurer shall renew a property insurance policy unless a written notice of nonrenewal is mailed or delivered to the named insured, at the last-known address of the named insured, at least forty-five days before the expiration date of the policy, except if the policy provides professional liability coverage for legal and medical services, the nonrenewal notice must be mailed or delivered at least ninety days before the policy expiration date. Conclusive proof of mailing and receipt on the third calendar day after the mailing of the notice is established if the insurer produces:

a. A United States postal service certificate of mailing to the named insured at the insured's last-known address; or
b. Proof or acknowledgment of United States postal service mailing to the named insured at the insured's last-known address using:
(1) IMb tracing; or
(2) A similar method of first-class mail tracking which identifies the named insured, the insured's last-known address, and the date of mailing.

2. The insurer shall include a statement of the reasons for a nonrenewal with the notice or shall furnish it upon the written request of the insured. The written request must be mailed or delivered to the insurer at least ten days prior to the expiration date of the policy. The insurer shall comply with such a request within ten days after receipt thereof.
3. No notice of intention not to renew is required when the named insured is given notice of the insurer's willingness to renew the policy by the mailing or delivering of a renewal notice, bill, certificate, or policy. If notice as required by this subsection is not provided, coverage is deemed to be renewed for the ensuing policy period upon payment of the appropriate premium under the same terms and conditions, and subject to subsection 1 of section 26.1-39-13, until the named insured has accepted the replacement coverage with another insurer or until the named insured has agreed to the nonrenewal.
4. Proof of mailing a notice of intention not to renew or business records of the notice of the insurer's willingness to renew must be retained for a period of not less than one year by the insurer or insurance producer giving the notice.

26.1-39-17. Prohibited reasons for declination or termination of property and casualty policies.

The declination or termination of a property insurance policy subject to sections 26.1-39-10 through 26.1-39-21 by an insurer or insurance producer is prohibited if the declination or termination is based upon any of the following reasons:

1. The race, religion, nationality, ethnic group, age, sex, or marital status of the applicant or named insured.
2. The lawful occupation or profession of the applicant or named insured, except that this provision does not apply to an insurer that limits its market to one lawful occupation or profession or to several related lawful occupations or professions.
3. The age or location of the residence of the applicant or named insured unless the decision is for a business purpose that is not a mere pretext for unfair discrimination.
4. The fact that another insurer previously declined to insure the applicant or terminated an existing policy in which the applicant was the named insured.
5. The fact that the applicant or named insured previously obtained insurance coverage through a residual market insurance mechanism.

26.1-39-18. Declination or termination requirements for property and casualty policies - Enforcement - Penalties.

1. Whenever the commissioner, upon the filing of a complaint or through the commissioner's own investigation has reason to believe that an insurer or insurance producer has engaged in practices which violate sections 26.1-39-10 through 26.1-39-21 and that a proceeding would be in the public interest, the commissioner shall conduct a hearing.
2. If after hearing the commissioner determines that an insurer has violated subsection 1 of section 26.1-39-13, section 26.1-39-16, or section 26.1-39-17, the commissioner may require the insured to accept the application or written request for insurance coverage at a rate and on the same terms and conditions as are available to other risks similarly situated, or reinstate insurance coverage to the end of the policy period, or continue insurance coverage at a rate and on the same terms and conditions as are available to other risks similarly situated.

3. If the commissioner after hearing determines that any person has violated sections 26.1-39-10 through 26.1-39-21, the commissioner may issue a cease and desist order to restrain the person from engaging in practices that violate these sections or assess a penalty against the person of up to five hundred dollars for each violation of the sections or for each willful and knowing violation of these sections assess a penalty against such person of up to five thousand dollars or cancel, revoke, or refuse to renew a company's certificate of authority to do business in this state.
4. If the commissioner determines in a final order that an insurer has violated subsection 1 of section 26.1-39-13, section 26.1-39-16, or section 26.1-39-17, the applicant or named insured aggrieved by the violation may bring an action in a court of competent jurisdiction in this state to recover from the insurer any loss not otherwise recovered through insurance which would have been paid under the insurance coverage that was declined or terminated in violation of these sections.
5. Any amount recovered may not be duplicative of any recovery obtained through the exercise of any other statutory or common-law claim for relief arising out of the same occurrence. No action under this section may be brought two years after the date of a final order of the commissioner finding a violation of subsection 1 of section 26.1-39-13 or section 26.1-39-16.

26.1-39-19. Immunity.

There is no liability on the part of and no claim for relief arises against the commissioner, any insurer or its authorized representatives, agents, or employees, any licensed insurance producer, or any person furnishing information to an insurer as to reasons for a termination or declination for any communication giving notice of or specifying the reasons for a declination or termination or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for a declination or termination under these sections. This section does not apply to statements made in bad faith with malice in fact.

26.1-39-20. Duplicate coverage - Termination of coverage when another policy in force - Notice.

Notwithstanding the failure of an insurer to comply with sections 26.1-39-13 through 26.1-39-16, if an insured obtains a replacement policy providing equal or more extensive coverage for a property covered in both policies, the first insurer's coverage of that property may be terminated either by cancellation or nonrenewal. The termination is effective on the effective date of the second policy providing duplicate replacement coverage. Upon termination, the insured is entitled to a refund of the premium and written notice must be mailed or delivered to the named insured.

26.1-39-21. Renewal of property and casualty policies - Waiver - Estoppel.

Renewal of a property insurance policy does not constitute a waiver or estoppel with respect to grounds for cancellation which existed before the effective date of the policy providing duplicate coverage.

26.1-39-22. Termination of property and casualty insurance agency contracts.

Any insurer authorized to transact property or casualty business in this state, upon termination of an insurance producer's appointment by the insurer, shall permit the renewal and endorsement of all insurance contracts written by the insurance producer for a period of one year from the date of the termination, as determined by the individual underwriting requirements of the insurer. If any contract does not meet the underwriting requirements, the insurer shall give the insurance producer sixty days' notice of its intention not to renew the contract. This section does not apply if the contract is terminated because of the insurance producer's failure, after receiving a written demand, to pay over moneys due the insurer.

26.1-39-23. Temporary insurance - Use of binders.

A binder or contract for temporary property lines of insurance may be made orally or in writing and is deemed to include all the terms of a standard fire insurance policy and all applicable endorsements as may be designated in the binder. However, the cancellation clause of the standard fire insurance policy and the clause specifying the hour of the day at which the insurance commences may be superseded by the express terms of the binder. A duly authorized binder must be accepted as evidence of insurance coverage required as a condition of financing the purchase of property, except that a mortgagee or lender is not required to accept a renewal or extension of the binder. Any insurance producer who has express authority to bind property and casualty lines of insurance coverage, and who orally agrees on behalf of an insurer to provide insurance coverage, if requested, shall execute and deliver a written memorandum or binder containing the terms of the oral agreement to the insured within three business days from the time of the oral agreement.

26.1-39-24. Domestic violence - Intentional acts.

An insurer issuing or renewing a policy of property and casualty insurance in this state may not base any rating, underwriting, or claim-handling decision solely on whether an applicant or insured suffers from domestic violence as defined under chapter 14-07.1. If a property and casualty insurance policy excludes property coverage for intentional acts, the insurer may not deny payment to an innocent coinsured who did not cooperate in or contribute to the creation of the loss if the loss arose out of domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss. Payment to this innocent coinsured may be limited to the innocent coinsured's ownership interest in the property as reduced by any payment to a mortgagor or other secured interest.

26.1-39-25. Notice of transfer.

The insurer transferring a policy to another insurer within the same insurance holding company system shall give notice to the policyholder of the transfer.

26.1-39-26. Electronic notices and documents.

Repealed by S.L. 2019, ch. 232, § 3.

26.1-39-27. Travel, event, and unmanned aircraft insurance.

1. As used in this section:
   a. "Event cancellation coverage" means insurance covering the cancellation of an organized event, either public or private, described in the policy, which occurs on a specified date and time.
   b. "Unmanned aircraft" means an aircraft operated without the possibility of direct human intervention from within or on the aircraft.
2. Unless otherwise provided under this title, the following insurance coverages are the only coverages that may cover an insured for a period of time other than beginning at 12:01 a.m. on the day on which coverage begins and ending at 12:01 a.m. on the day of expiration of the policy, as required by section 26.1-30-18:
   a. Travel insurance;
   b. Event cancellation coverage insurance; and
   c. Unmanned aircraft liability insurance.
3. Any insurance policy covering insureds for a period of time other than beginning at 12:01 a.m. on the day on which coverage begins and ending at 12:01 a.m. on the day of expiration of the policy is subject to the provisions of sections 26.1-30-19, 26.1-30-20, and 26.1-30-21.

26.1-39-28. Rulemaking.

The commissioner may adopt rules for the implementation and administration of this chapter.