

IMPORTANT NOTICE

Your Automobile Memorandum of Coverage has been amended. Please see the changes below.

Page 2 of 26, the fourth paragraph has been amended to read:

This Memorandum of Coverage does not constitute an insurance policy or insurance contract within the meaning of Chapter 32-12.1 of the North Dakota Century Code. The limit of liability afforded to the Named Member under this Memorandum is that specified by Chapter 32-12.1-03(2) of the North Dakota Century Code, two hundred fifty thousand dollars per person and one million dollars for any number of claims arising from any single occurrence regardless of the number of political subdivisions, or employees of such political subdivisions, which are involved in that occurrence. A political subdivision may not be held liable, or be ordered to indemnify an employee held liable, for punitive or exemplary damages. The limit of liability shown in the declarations applies in the event of a judicial determination that the statutory limit of liability is not applicable to a specific occurrence. The NDIRF is a self-insurance pool within the meaning of Chapter 26.1-23.1-02 of the North Dakota Century Code. Membership in the NDIRF does not constitute any form of waiver, modification, or limitation of your right to any immunity or limitation of liability that is available with respect to a particular claim or "suit".

Page 4 of 26, B. OWNED AUTOS YOU ACQUIRE AFTER THE MEMORANDUM BEGINS has been amended to read:

B. OWNED AUTOS YOU ACQUIRE AFTER THE MEMORANDUM BEGINS

1. *If symbols 1, 2, 3, or 7 are entered next to a coverage in the Automobile Coverage Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the memorandum period.*
2. *If symbol 4 is entered next to a coverage in the Automobile Coverage Declarations, an "auto" you acquire will be a covered "auto". You must tell us within 30 days after you acquire the "auto" if you want us to continue coverage. The largest deductible listed on the Auto Schedule will apply if coverage is provided under this section.*

Page 4 of 26, A. COVERAGE has been amended to read:

A. COVERAGE

We will pay all sums a "covered party" legally must pay as damages, except punitive or exemplary damages, because of "bodily injury" or "property damage" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance, or use of a covered "auto".

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Coverage has been exhausted by payment of judgements or settlements.

Page 5 of 26, 1. WHO IS A COVERED PARTY, b. has been amended to read:

- b. *Any "employee", official, or volunteer using a covered "auto" you don't own, hire or borrow while acting on your behalf. Coverage is excess to any other collectible personal "auto" insurance or coverage. However this coverage does not apply if the employee, official, or volunteer fails to meet the North Dakota Financial Responsibility of Owners and Operators as provided for in the North Dakota Century Code, Chapter 39-16.*