RURAL UTILITIES SERVICE ENDORSEMENT

1. We will submit our policy and endorsement forms to the Rural Utilities Service (RUS) prior to using them.

2. We will mail to the Rural Utilities Service at least ten days advance notice of the termination of the policy.

3. If you are immune from tort liability, we will not use that immunity as a defense unless you so request us. You agree that waiving the defense of immunity will not make us liable for any payment in excess of the limits of liability stated in the policy.

4. If you are a cooperative or a mutual organization, we agree with the Rural Utilities Service that the insurance afforded by this policy is subject to the following provisions:

    a. We agree that we will not use, either in the adjustment of claims or in the defense of suits against you, your immunity from tort liability, unless you interpose such defense;

    b. You agree that the waiver of the defense of immunity shall not subject the company to liability of any portion of a claim, verdict or judgment in excess of the limits stated in the policy;

    c. We agree that if you are relieved of liability because of your immunity, either by interposition of such defense at your request or by voluntary action of a court, the insurance applicable to the injuries on which such suit is based, to the extent it would otherwise have been available to you, shall apply to your officers and employees in their capacity as such; provided that all defenses other than immunity in suits against you or against the company under the policy shall be available to the company with respect to such officers and employees in suits against such officers and employees or against the company under the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement   Effective Policy No.   Endorsement No.
Insured   Premium $

Insurance Company   Countersigned by _____

WC 00 03 09 B
(Ed. 1-06)