

RURAL ELECTRIFICATION COOPERATIVE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. We agree with the Rural Electrification Administration that such insurance as is afforded by the policy applies, subject to the following provisions:

1. We will not use, either in the adjustment of claims or in the defense of **suits** against you, your immunity from tort liability, unless requested by you to interpose such defense.
2. Waiver of the defense of immunity shall not subject us to liability for any portion of a claim, verdict or judgement in excess of the Limits of Insurance stated in the Declarations.
3. If you are relieved of liability because of immunity, either by interposition of such defense or by voluntary action of a court, the insurance applicable to the injuries on which such **suit** is based, the extent to which it would otherwise have been available to you, shall apply to your officers and employees in their capacity as such. All defenses, other than immunity from tort liability, which would be available to us but for said immunity in **suits** against you or against us under the policy, shall be available to us with respect to such officers and employees in **suits** against such officers and employees or against us under the policy.

B. We also agree with the Rural Electrification Administration:

1. This endorsement forms a part of the original policy.
2. Changes in policy forms or endorsements as a result of approval by a regulatory authority will be submitted to the Rural Electrification Administration.
3. We will mail to said administration, at least ten days before the effective date thereof, notice of cancellation or termination of said policy.
4. Each endorsement subsequently issued will become part of the original policy.