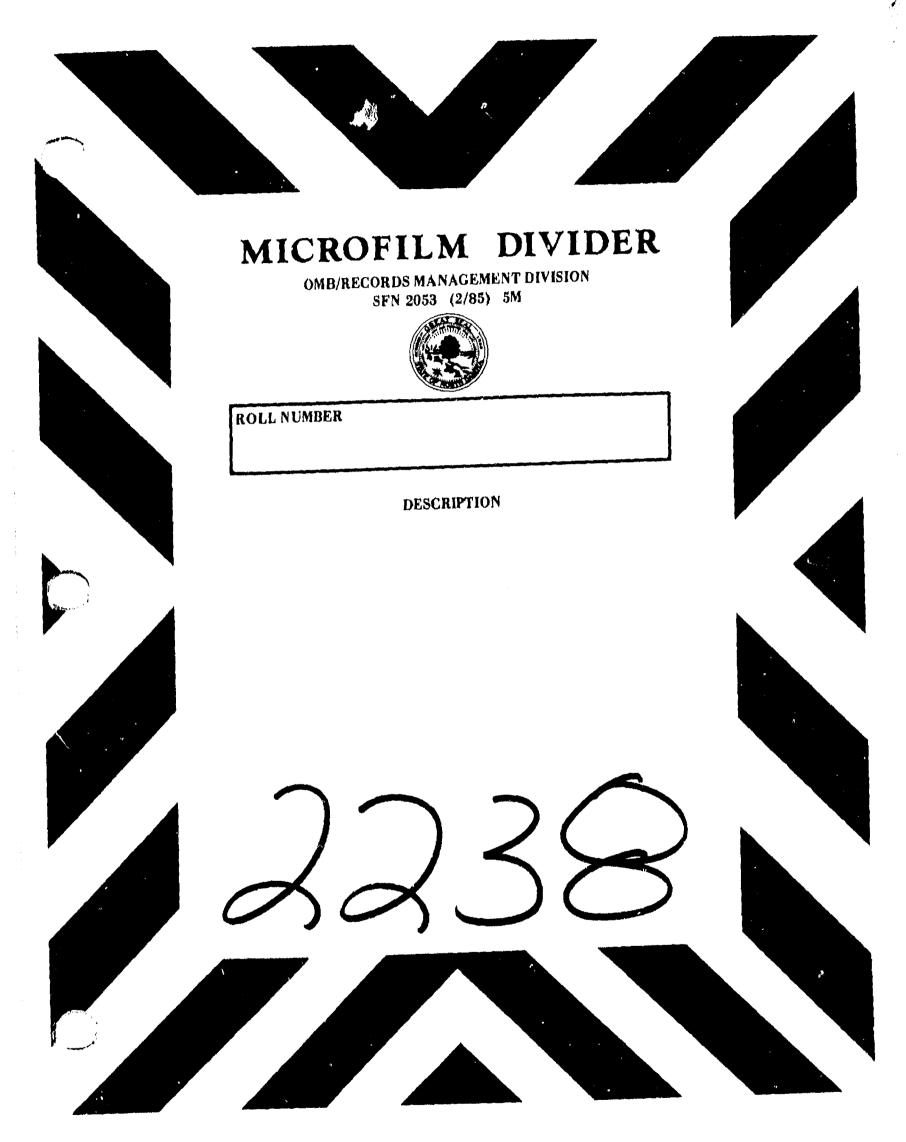
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Operator's Stgnature

2003 SENATE INDUSTRY, BUSINESS AND LABOR
SB 2238

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Dianne Doll with

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Michael

10/21/03

Date

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### 2003 SENATE STANDING COMMITTEE MINUTES

## **BILL/RESOLUTION NO. 2238**

Senate Industry, Business and Labor Committee

☐ Conference Committee

Hearing Date 1-29-03

Tape Number	Side A	Side B	Meter #
2	xxx		4770 to end
2		ZXXX	0
Committee Clerk Signature	÷		

Minutes: Chairman Mutch opened the hearing on SB 2238. All Senators were present. SB 2238 relates to providing limitations on automobile insurance premiums following total loss.

Senator Heitkamp introduced the bill.

Rose Hanson, representing her self in a matter involving her mother, Dorothy Murphy. See attached 24 pages of testimony. Dorothy Murphy's car was totaled and she kept paying \$700 a year in premiums. This is why the legislature was presented. NoDak Mutual Insurance ended up reimbursing her for the years of added cost. There were law suits filed and letters sent, see all attached. NoDak Mutual offered Dorothy \$1909.38.

Senator Espegard: What are you asking to do? What does the bill ny?

Rose: We wanted it to be that an insurance company could have marge full coverage on a totaled vehicle.

Senator Heitkamp: The insurance company needs to provide notice that the insured vehicle is

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Page 2 Senate Industry, Business and Labor Committee Bill/Resolution Number 2238 Hearing Date 1-29-03

End Tape 2, Side A. Begin Side B.

Senator Mutch: Why didn't the insurance agent catch that?

Rose: He could have.

Shirley Meyer testified in support of SF 2238. (meter no. 173) She repeated everything Rose said in at shorter length. The insurance agents tell her that many people have that coverage.

She feels that there should be a notice and options, which this bill would do.

Senator Heitkamp: Do you support the proposed amendments?

Shirley: It's definitely a start.

Senator Espegard: If your mother had a loss other than a hail storm, she would have received payment?

Shirley: Right, that just doesn't make sense.

Pat Ward, State Farm Insurance, WAS opposed to the bill before the amendments. He stated that the amendments were being drafted and would be later exposed.

Senator Every: In the car business there is a situation that we call "up side down". Sometimes the lending institution requires that type of coverage.

Pat: There have been companies that let people cash their claim check as long as they didn't keep carrying comprehensive and collision.

End Testimony. No action taken at this time.

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10/21/03 Date

## 2003 SENATE STANDING COMMITTEE MINUTES

## **BILL/RESOLUTION NO. 2238**

Senate Industry, Business and Labor Committee

☐ Conference Committee

Hearing Date 02-04-03

Tape Number	Side A	Side B	Meter#
2	XXXX		1900
Committee Clerk Signat	ure Vylva Van P	berkom	

Minutes: Chairman Mutch addressed SB 2238 for committee review and discussion. There was

brief discussion from the committee. SB 2238 relates to automobile insurance premiums

following a total loss.

Senator Heitkamp moved to Amend. Senator Every seconded.

Roll Call Vote: 7 yes. 0No/Absent

Senator Heitkamp moved DO PASS AS AMENDED. Senator Every seconded.

Roll Call Vote: 7 Yes. 0 No/Absent.

Carrier: Senator Heitkamp

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10/2/103



30469.0101 Title.0200 Prepared by the Legislative Council staff for Senator Heltkamp

January 29, 2003

2-4-3

## PROPOSED AMENDMENTS TO SENATE BILL NO. 2238

Page 1, line 1, remove "limitations on" and replace "premiums" with "notice requirements"

Page 1, line 4, replace "Premium limitations" with "Notice requirements"

Page 1, line 5, replace the comma with "and that insurer continues to write comprehensive and collision coverage on that automobile, the insurer shall provide notice to the insured that:

- 1. The insurer determined the automobile is a total loss;
- 2. The insured's current coverage on that automobile includes comprehensive and collision coverage;
- 3. If the insured does not repair the automobile, the insurer will reduce the amount of any future physical damage claim for that automobile by the amount paid for the total loss; and
- 4. If the insured does not repair that automobile, the insured should contact the agent to request that the comprehensive and collision coverage on that automobile be discontinued."

Page 1, remove lines 6 and 7

Renumber accordingly

Page No. 1

30469.0101

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Operator's Signature

Date: 2-4-03
Roll Call Vote #:

## 2003 SENATE STANDING COMMITTEE ROLL CALL VOTES BILL/RESOLUTION NO. Senate Committee Check here for Conference Committee Legislative Council Amendment Number Move to Amend Action Taken Seconded By Even Motion Made By Senators **Senators** Yes Sen. Duane Mutch, Chairman Sen. Michael Every Sen. Joel Heitkamp Sen. Jerry Klein, Vice Chairman Sen. Duaine Espegard Sen. Karen Krebsbach Sen. Dave Nething No O (Yes) Total Absent Floor Assignment

If the vote is on an amendment, briefly indicate intent:

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10/2/103

A DATE OF

Date:  $\partial -4-03$ Roll Call Vote #: 2

2003 SENATE STANDING COMMITTEE ROLL CALL VOTES BILL/RESOLUTION NO. Senate Committee Check here for Conference Committee Legislative Council Amendment Number Yass As Amended Action Taken Seconded By Every Motion Made By Yes No Senators Senators Yes No Sen. Duane Mutch, Chairman Sen. Michael Every Sen. Jerry Klein, Vice Chairman Sen. Joel Heitkamp Sen. Duaine Espegard Sen. Karen Krebsbach Sen. Dave Nething **Total** (Yes) Absent Floor Assignment

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uperator's Signature

If the vote is on an amendment, briefly indicate intent:



REPORT OF STANDING COMMITTEE (410) February 5, 2003 8:17 a.m.

Module No: SR-22-1666 Carrier: Heitkamp

Insert LC: 30469.0101 Title: .0200

#### REPORT OF STANDING COMMITTEE

SB 2238: Industry, Business and Labor Committee (Sen. Mutch, Chairman) recommends AMENDMENTS AS FOLLOWS and when so amended, recommends DO PASS (7 YEAS, 0 NAYS, 0 ABSENT AND NOT VOTING). SB 2238 was placed on the Sixth order on the calendar.

Page 1, line 1, remove "limitations on" and replace "premiums" with "notice requirements"

Page 1, line 4, replace "Premium limitations" with "Notice requirements"

Page 1, line 5, replace the comma with "and that insurer continues to write comprehensive and collision coverage on that automobile, the insurer shall provide notice to the insured that:

- 1. The insurer determined the automobile is a total loss;
- 2. The insured's current coverage on that automobile includes comprehensive and collision coverage;
- 3. If the insured does not repair the automobile, the insurer will reduce the amount of any future physical damage claim for that automobile by the amount paid for the total loss; and
- 4. If the insured does not repair that automobile, the insured should contact the agent to request that the comprehensive and collision coverage on that automobile be discontinued."

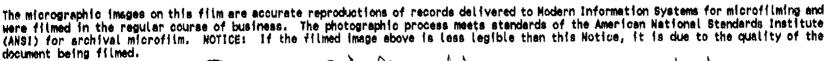
Page 1, remove lines 6 and 7

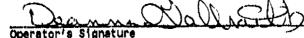
Renumber accordingly

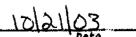
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Page No. 1

SR-22-1666









2003 HOUSE TRANSPORTATION

SB 2238

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## 2003 HOUSE STANDING COMMITTEE MINUTES

BILL/RESOLUTION NO. SB 2238

House Transportation Committee

☐ Conference Committee

Hearing Date February 28, 2003

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Minutes:

Rep. Weisz, Chairman opened the hearing on SB 2238, a bill for an Act to provide automobile insurance notice requirements following a total loss.

Sen. Heitkamp: Representing District 26 introduced SB 2238 after a problem arose with an elderly person who had a vehicle of little value but was still carrying full coverage insurance following an accident which rendered the vehicle to be of little value. Since introducing this legislation he has found that it doesn't have to be an elderly person -- it happens to others. They find that they expect that after paying for coverage and have an accident later -- they expect reimbursement for the damages but it doesn't work that way. He offered that we should listen to Shirley Meyers story for a fuller appreciation of what does happen.

Shirley Meyers: A former member of the North Dakota House of Representatives told in considerable details the experiences of her sister and her mother. The mother was elderly when Shirley Meyers sister discovered that her mother was paying \$668 per year car insurance

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Operator's Signature

Dallasido

Page 2 House Transportation Committee Bill/Resolution Number SB 2238 Hearing Date February 28, 2003

that her Mother could not collect full coverage for any further damages on the \$500 vehicle.

When pressured State Farm offered that a refund would be forthcoming as the high premium had been a billing error. Numerous attempts were made to get the promised refund paid to them.

Ultimately a two page waiver and release form was required to be signed before the \$1900 refund check was tendered. Following that episode which involved the State Insurance commissioner and senior officers in the State Farm organization in the state the agent was released by State Farm after the agent had sent a demeaning letter. Attached is a history and copies of the documents in this case.

Rep. Galvin: Had the hail damage to your Mother's car been repaired?

Shirley Meyer: Even if it had been fixed the Insurance company would not have paid again because the car had been totaled.

Rob. Hoyland: CEO and President of Center Insurance Company of Rugby, North Dakota. He helped draft this proposed legislation. When a vehicle is totaled and payment made for the value of the vehicle the insurance companies should notify and advise that damage coverage has been dropped for that vehicle — if the party can still drive and decides to do so they should continue their liability coverage. Using several examples of how the insurance industry has treated these types of coverage in the past and what seems to be the standard today he example his company's policy and recommendations. He stated that had the hail damage been fully repaired and the vehicle restored to its value as before the insurance company would pay damages again on the same vehicle. He said that it was true that a lot of insurance companies will not insure a vehicle which has been totaled but you can still find coverage.

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Page 3
House Transportation Committee
Bill/Resolution Number SB 2238

Rep. Headland: You said that this would not lead to exporsure to the lending institutions -- wouldn't issuing the check to the motor vehicle owner still leave them open to the banks for the loans?

Rob Hovland: No, because if there is a lien on the vehicle, the check is issued to both the bank or lending institution and the registrant in whose name the vehicle is registered.

Rep. Dosch: Does this apply to campers

Hearing Date February 28, 2003

Rob Hovland: If a trailers is towed --no I don't think so but if you have a motor home with a motor in it --yes.

Pat Ward: Bismarck Attorney representing several insurance companies -- stated they supported the bill but there is an error in the draft. In lines 5,8 and 14 the "and" should be change to "or".

Sen. Heitkamp: Had had made copies of the extensive documents Shirley Meyers referenced made and distributed them to the committee. This is the same information referenced above and attached here. There being no other persons wishing to testify either for or against SB 2238, the hearing was closed.

Rep. Bernstein moved to amend lines 5, 8, and 14 replacing the "and" with "or". Rep. Hawken seconded the motion the motion carried on a voice vote. Rep. Galvin moved a 'Do Pass as amended' motion for SB 2238. Rep. Delmore seconded the motion. The motion carried 10 Ayes 0 Nays 3 Absent and not voting.

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Deanne Doll Stab

30469.0201 Title.0300

Adopted by the Transportation Committee February 28, 2003

HOUSE AMENDMENTS

engrossed to

SB 2238

htrn

3-3-03

Page 1, line 5, replace the second "and" with "or"

Page 1, line 8, replace "and" with "or"

Page 1, line 14, replace "and" with "or"

Renumber accordingly

Page No. 1

30469.0201

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Date: 2/28/83
Roll Call Vote #: \_\_\_\_\_

# 2003 HOUSE STANDING COMMITTEE ROLL CALL VOTES BILL/RESOLUTION NOT 22328

House TRANSPORTATION				_ Com	mittee
Check here for Conference Con	nmittee				
Legislative Council Amendment Nu	mb <b>er</b>		30469.0200		out the
Action Taken		D	Passas	ass	mles
Motion Made By Rep.	Gala	≟_ Se	econded By Rep De	lm	
Representatives	Yes	No	Representatives	Yes	No
Robin Weisz - Chairman	V		Lois Delmore	V	
Kathy Hawken - Vice Chairman	1		Arlo E. Schmidt	V	
LeRoy G. Bernstein	1		Elwood Thorpe	V	
Mark A. Dosch	1		Steven L. Zaiser	H	
Pat Galvin	V				
Craig Headland	1			4	
Clara Sue Price	1				
Dan J. Ruby	1 4			<b>-</b>	
Dave Weiler	A	<del></del>			
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Total Yes / Ö		No	<u></u>		
Absent		*			
Floor Assignment	Ke	p.	Hanken	<u> </u>	
If the vote is on an amendment, briefl	y indicat	e intent	:		

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Operator's Signature



Module No: HR-37-3705

Carrier: Hawken

Insert LC: 30469.0201 Title: .0300

REPORT OF STANDING COMMITTEE

SB 2238, as engrossed: Transportation Committee (Rep. Welsz, Chairman) recommends AMENDMENTS AS FOLLOWS and when so amended, recommends DO PASS (10 YEAS, 0 NAYS, 3 ABSENT AND NOT VOTING). Engrossed SB 2238 was placed on the Sixth order on the calendar.

Page 1, line 5, replace the second "and" with "or"

Page 1, line 8, replace "and" with "or"

Page 1, line 14, replace "and" with "or"

Renumber accordingly

(2) DESK, (3) COMM

Page No. 1

HR-37-3705

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2003 TESTIMONY SB 2238

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Operator's signature

10/2/103



Rose Hansen Leone Linseth for Dorothy Murphy 4025 Hwy 22 Dickinson, ND 58601-9509

September 29, 2002

\$1111 TO

Mr. Doug Halloway
Deputy Insurance Commissioner
North Dakota Insurance Department
600 East Boulevard Avenue
Bismarck, ND 58505-0320

Dear Mr. Halloway,

I am contacting you regarding a matter with NoDak Mutual Insurance Company. This matter concerns my elderly mother, whose income is her Social Security income of less than \$1000.00 per month and lives with me because she cannot afford to live independently. I understand that you are the Supervisor for NoDak Mutual Insurance Company.

My mother, Dorothy Murphy, was covered by NoDak Mutual Insurance in June of 1997 when her vehicle was damaged by a hailstorm. The NoDak Mutual Insurance adjuster totaled her vehicle and offered her the option of accepting a cash settlement for total loss less salvage option, which she chose and signed the suspension of coverage agreement on June 26, 1997. (A). On July 16, 1997, she received correspondence from Ray G. Gabel, her agent with the NoDak Mutual Insurance Company noting that "the damages had been recorded, which may be deducted on a future claim" and that "due to the above change(s) there is no change in premium" (B). Dorothy was not given any further information regarding her policy and her coverage options. NoDak Mutual Insurance continued to bill her for Comprehensive and Collision coverage without informing her that she had an option which would significantly reduce her premium without impacting her coverage and still comply with the state's statutes regarding requiring adequate vehicle insurance coverage.

In January, 2001, I became aware of the high premium that Dorothy was paying for insurance coverage (which had increased to \$668.00 yearly for basically liability insurance coverage for an individual who should have been in the least expensive group for coverage) and contacted her NoDak Mutual Insurance agent Ray Gabel at the Hazen office. I was informed that Ray Gabel had retired. I spoke with a person in the office, and explained my concern about the high premium Dorothy had been paying. I was informed that this was an oversight and Dorothy would be refunded the premiums. She later called me and stated that she had spoke with her supervisor and that it was Dorothy's responsibility to contact their office and specifically state the coverage she did not want on her vehicle.

Dorothy Murphy was 76 years old in 1976, and a dialysis patient in ill health and had received correspondence from her agent that the damages had been recorded on her policy and that there

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Operator's Signature



**STATE STATE** 

page 2 - NoDak Mutual Insurance Dorothy Murphy -

was no change in premium (B). She had been given no other options and no other explanations of her coverage.

I attempted to work with NoDak Mutual Insurance representatives to resolve this issue. After a phone call to Ray Gabel, I sent him correspondence and copies of all documents I had in my possession as per his request. After contacting six different individuals who 'may' be able to resolve this issue, I was informed they would offer \$ 1909.38, if Dorothy Murphy would sign a release (D) which would eliminate any further responsibility for NoDak Mutual Insurance. I requested a break down of Dorothy's coverage and the total for each. Dorothy was not given any information as to how they arrived at this figure. I received a faxed document from Don Huck on March 22, 2001, which was not understandable, without any explanation of the figures (E). I took it to another insurance agent who also could not understand the figures.

On April 16, 2001, I received a letter (F) from Paul Traynor, who identified himself as the attorney for NoDak Mutual Insurance. In that letter he indicates that I had stated I had an attorney. Mr. Traynor, as a licensed attorney in North Dakota knows that had I said I had an attorney he would be prohibited from contacting me and would need to deal with my attorney. His letter is demeaning and threatening in nature, which is not what I expected from an insurance company who is attempting to resolve an issue with a former policyholder.



I am requesting a break down of the premiums paid by Dorothy Munyhy since June 14, 1997, to NoDak Mutual Insurance and a refund of the premiums paid for Collision and comprehensive coverage since that coverage date.

Please call me if you have any further questions.

Sincerely,

Rose Hansen

Leone Linsoth

Encl: Letters of Guardianship and Conservatorship for Dorothy Murphy

CC: NoDak Mutual Board of Directors 1101 1st Avenue North PO Box 2502 Fargo, North Dakota 58108-2502

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OCT-25-02 FRI 10:23 AM HANSEN.HORSES





LEE KELLER Auto Appraisar

Nodak Mutual Insurance Company
P.O. BOX 2792 • 904 EAST DIMDE • BISMAROK, ND 56502
BUS, 701-224-0025 FAX 701-224-0651

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Operator's Signatury

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P. 03

Class III

JAY WANNER

"> Location: 25th Ave. East kinson, ND 58601

Sheets

**Body Repair** Refinishing Sandblasting

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POLICY NO.	169537
CLAIM NO	97 A4 06970

## SUSPENSION OF COVERAGE AGREEMENT

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Dorothy Murphy fo	or physical damage to
1000 Chapain 10	Les yorker 5th Que 905072.
(Vehicle description - last 6	digits of serial No.)
It is hereby understood and agreed that the physical	damage coverage afforded under said policy
is hereby suspended for that portion of the vehicle	listed above which is detailed in the estimate
propared by Jan R's Cuto Bothy,	, and dated day of
Total Loss (Kept Veh.)	Partial Loss (excludedamage)
The coverage may be reinstated provided the *AGENT for the company that the damaged parts motor vehicle has been placed in its original conditional be in the form of a paid repair invoice and in	ion as before the accident or loss. The proof
· · · · · · · · · · · · · · · · · · ·	X Inenticy Multiplum
(Witness)	(Insured)
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the control of the co	
(Witness)	

NMIC/WP/072495

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10/21/03

1 701 225 8546



## AUTOMASTER POLICY

P.O. BOX 2502 . FIRST AVENUE & 11TH ST. N. FARGO, NORTH DAKOTA 58108 DECLARATIONS

CONTINUOUS RENEWAL

Polloy Number: 189537 Agent Number: 2921 Co: 13 Farm Bureau#: 013172 Co: 13

HEURANCE IS PROVIDED AGAINST ONLY THOSE PERILS, AND FOR ONLY THOSE COVERAGES INDICATED BY A SPECIFIED LIMIT OF LIABILITY OR PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREIN OR ADDED HERETO. THE INSURANCE AFFORDED HI THIS DECLARATION SUPERSEDES AND REPLACES ALL INSURANCE PREVIOUSLY AFFORDED BY THIS POLICY,

Named Intuind & Address MURPHY DOROTHY

EFFECTIVE DATE: CHANGE DATE:

4/18/97 6/15/97

HC 1 BOX 16 KILLDEER

58640

PHONE NUMBER:

\* 764-5280

MODEL NAME/NO.

VEHICLE ID# TYPE PRGM SYMBOL EXP/USE 1CXY66R4LD906072 PP 1 07 82/100

-BODILY INJURY LIABILITY <u>LIMITS</u> <u>PREMIUM</u> \$100,000 EACH PERSON/300,000 EACH OCCUR. 57.00 -PROPERTY DAMAGE LIABILITY \$100,000 EACH OCCUR. INCLUDED \$100,000 EACH PERSON/300,000 EACH OCCUR. \$100,000 EACH PERSON/300,000 EACH OCCUR. -1-UNINSURED MOTORIST 7.00 -2-UNDERINSURED MOTORIST INCLUDED -COMPREHENSIVE ACTUAL CASH VALUE 93.00 -COLLISION ACTUAL CASH VALUE/LESS \$10 DED. 119.00 -PERSONAL INJURY PROTECTION \$30,000 SEMI-ANNUAL TOTAL \$ XCLUDE: PRIOR DAMAGE 06/14/97

EHICLE RATED WITH NO UNDERAGED DRIVERS

THIS POLICY INCLUDES DISCOUNTS FOR: DRIVER AIR BAG

CLASS 31: DES: MARRIED FEMALE 75 AND OVER

TERRITORY 09: FARM

VEHICLE USE 7: FOR FARM

ANNUAL MILEAGE 2: BETWEEN 7,501 AND 15,000

Change of Address

Dokothy Mukphy

4025 Hwy 22

Dickinson NO 58601-9509

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1101 1st Avenue North P.O. Box 2502 Pargo, North Dakota 58108-2502 701-298-4200

Date:	7-16-97 FB No. 13172 Policy No. 169537
	Agent No. <u>3931</u>
Dany (	Customer:
Enclos	red you will find a new declaration sheet(s) showing the following change(s):
	Transfer of Vehicle(s)  Add/Change/Delete Coverage(s)  Reinstatement(s) Effective  Add/Change/Delete Lienholder/Additional Named Insured/Lessor  Add/Change/Delete Anti-lock Brake/Automatic Seat Belt Discount  Add/Change/Delete Driver and Passenger/Driver Only Air Bag Discount  Add/Delete Good Student Discount
***************************************	Add/Change/Delete Rated Driver Correct Vehicle Description/Serial Number
***********************	Reinstatement(s) Effective Change Policy Effective Dates
	Add/Change/Delete Lienholder/Additional Named Insured/Lessor
	Add/Delete Anti-lock Brake/Automatic Seat Delt Discount  Add/Change/Delete Driver and Passenger/Driver Only Air Bag Discount
	Add/Delete Good Student Discount
	Add/Delete Good Student Discount Classification Change:
	Due to change in residency  Married/Single Operator  Male/Female Operator  Under 19  to 75 and Over  We have changed the requested to deductible as we did not receive photos of this vehicle from your agent with this change. If you would like the deductible
	Married/Single Operator Principal/Occasional Operator Male/Female Operator Vinder 19 to 75 and Over
	We have changed the requested to deductible as we did
	not receive photos of this vehicle from your agent with this change. If you would like the deductible
ν	lowered, please contact your agent to take photos of your vehicle.
1_	Prior damage has been recorded. It may be deducted on a future claim (depending on manner of settlement).
	Other
*********	
•	
	This is NOT A BILLING. There is a total debit/credit which will be reflected on your
b**	next Renewal Billing(s).
•	Enclosed is a billing(s) for the amount due on your policy(s) at this time. Please disregard any previous
	billings you have received on this policy(s).
•	Enclosed IS A NEW ACCOUNT BILLING for the amount due on your account. Please remit this amount due by the date on the billing. DISREGARD ANY PREVIOUS BILLINGS.
X_	Due to the above change(s) there is no change in premium.
	there was a previous debut/credit which will be reliected on your next Renewal
	Billing(s).
**	This policy(s) is paid in full.  Any adjustment in premium will be reflected on your next premium renewal.
-	22.5 actuations in breming will be reflected on your next premining renewal.
7 1	have any questions, please contact your agent, whose name and phone number are listed on the bottom
المر	r declaration sheet(s).
TOTAL A N	THE MEANING A WEIGHT A PRINCE OF A PRINCE WEAR WAS A PRINCE OF THE
IMAN	K YOU. WE APPRECIATE YOUR BUSINESS.
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Operator's Signature

10121103 Date





February 13, 2001

Ray Gabel 3242 20th Street South Fargo, ND 58104

RE: Nodak Mutual Policy #169537

Dear Ray,

Please find enclosed the copies you requested regarding my Mother, Dorothy Murphy.

I would like you to look these over and please respond to me in writing why my Mother was billed for continuous renewal of this policy when her car was totaled and all prior damage was excluded from this policy. My Mother was paying \$668 a year for coverage on her vehicle, when it looks like a good percentage of that coverage did not exist.

I want my Mother to be reimbursed for the money she paid unnecessarily for coverage that was unavailable to her.

Awaiting your reply.

Sincerely,

Rose Hansen 4025 Highway 22 Dickinson, ND 58601-9509 701-225-8546

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Operator's Signature

10/2/103



## RELEASE AND WAIVER

THIS RELEASE AND WAIVER IS ENTERED INTO THIS \_\_\_\_\_DAY OF MARCH, 2001, BY AND BETWEEN DOROTHY MURPHY AND THE NODAK MUTUAL INSURANCE COMPANY.

WHEREAS, Dorothy Murphy is insured by the Nodak Mutual Insurance Company under Personal Automobile Policy 169537 on one 1990 Chrysler New Yorker Fifth Avenue and was so insured under said policy, with said insurance company and upon said automobile on June 14, 1997.

WHEREAS, the automobile owned by Dorothy Murphy and insured by Nodak Mutual Insurance Company sustained hall damage in the amount of \$3,867.50 on June 14, 1997, for which such claim was adjusted, a total loss declared and payment was made to Dorothy Murphy as a result of said hall damage.

WHEREAS, the Nodak Mutual Insurance Company took a "Suspension of Coverage Agreement" from its insured, Dorothy Murphy, dated June 25, 1997, as a result of a cash settlement of such hall damage and continued to bill Dorothy Murphy for the consecutive three years for "comprehensive" insurance coverage upon such 1990 Chrysler New Yorker Fifth Avenue.

WHEREAS, such "comprehensive" and "collision" coverage under the terms and conditions of Policy No. 169537 covered hail damage, as well as other forms of damage which could have been sustained by the 1990 Chrysler New Yorker Fifth Avenue over the preceding three years and since June 14, 1997.

WHEREAS, Dorothy Murphy has expressed her concern and desire to be reimbursed that amount of premium for which she was billed and for which she paid money since June 25, 1997, plus interest at the prevailing statutory rate since she did not desire, such coverage to be extended since June 25, 1997. NOW, THEREFORE, BE IT RESOLVED BETWEEN THE PARTIES:

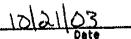
That Nodak Mutual Insurance Company agrees to pay the sum of One Thousand Nine Hundred and Nine Dollars and Thirty-Eight Cents (\$1,909.38) which includes both principal and interest at the prevailing statutory rate of 6 percent per annum.

That Dorothy Murphy agrees in accepting such consideration that her 1990 Chrysler New Yorker Fifth Avenue has not had nor can she claim that it or she had "comprehensive" and "collision" coverage since the "Suspension Of Coverage" Agreement was signed and executed by Dorothy Murphy on June 25, 1997.

That Dorothy Murphy agrees that the terms and conditions of Policy No. 169537 are amended to delete any and all terms, conditions or representations on "comprehensive" and "collision" coverage since June 25, 1997, to date, including amendment of forms, rates, billings and Declarations Pages.

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That Nodak Mutual Insurance Company expressly denies any representations or expressions that payment of the consideration herein should be construed as payment of a valid claim in law or equity and that payment is meant to satisfy the desires of a customer who may not have understood the terms and conditions of her policy and that, since she may be a vulnerable adult, Nodak Mutual Insurance Company desires to buy its peace with her and avoid unnecessary litigation or regulatory intervention.

That the terms and conditions of this Release also form a waiver of any rights Dorothy Murphy may have against the Nodak Mutual Insurance Company for "comprehensive" and "collision" insurance coverage on her 1990 Chrysler New Yorker Fifth Avenue since June 25, 1997.

The terms and conditions outlined herein constitute the entire Agreement by and between the parties hereto and that the terms and conditions are binding upon each and that both parties agree that such terms and conditions are not a mere recital.

CAUTION!! THIS IS A LEGALLY BINDING DOCUMENT. BY SIGNING THE SAME, YOU ATTEST TO YOUR UNDERSTANDING AND ACCEPTANCE OF ITS TERMS AND CONDITIONS AND THAT IT ALTERS, AMENDS, AND CHANGES YOUR AUTOMOBILE INSURANCE POLICY NO. 169537.

Dorothy Murphy	Witness
Date	Date

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Operator's Signature



MAR-22-81 11:08 AM HODAK MUTUAL DICKINSON

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FAX NO. 87012084313

HAR-20-2001 TUE 10:66 AM MODAKNUTUALINS, CO. השטייבשיים הפוצד אש אסשטא שחבחשר נאש הס

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1101 1st Avenue North P.Q. Box 2502 Fargo, North Dakota 58109-2502

701-298-4200 • 877-814-5011



April 16, 2001

The state of the s

Ms. Rose Hansen 4025 Highway 22 Dickinson, ND 58601-9509

RE: AUTO POLICY NO. 169537

INSURED: DOROTHY MURPHY

Dear Ms. Hansen:

On February 13, 2001, you wrote a letter to Nodak Mutual Insurance Company expressing concern regarding your mother, Dorothy Murphy's, automobile insurance account with us. In that correspondence, you indicated that your mother had been paying insurance premiums for comprehensive and collision coverages over the preceding few years even though your mother's automobile had been declared a constructive total loss as a result of hall damage to it from a hall storm on June 14, 1997. Finally, your letter demanded a return of premium for physical damages coverages paid by your mother since that loss payment based upon your opinion that your mother was billed for and paid for coverage that did not exist.

Nodak Mutual Insurance Company strenuously denies that allegation, since your mother would have had coverage from the time of that loss payment if she had a comprehensive loss other than a hallstorm or if she had a collision loss while operating her vehicle. Under either of those circumstances, the coverage your mother paid for would have been in force.

In an earlier telephone conversation with Executive Vice President & CEO Jon M. Livers, you made a completely groundless, false and possibly slanderous allegation that Nodak Mutual Insurance Company somehow is engaged in an organized course of conduct which defrauds our elderly policyholders. Please be advised that any further allegations to that effect, in writing or orally, may result in legal action by this Company against you to protect its business reputation. You also stated to Mr. Livers in that conversation that you would bring your false allegations to the attention of the North Dakota insurance Department for investigation and action. Mr. Livers invited you to do

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Operator's Signature

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so and even offered to provide you with the telephone number of the state insurance department.

As an offer of compromise, Nodak Mutual Insurance Company agreed to review your mother's account, calculate the amount of premium she had paid for physical damages coverages and refund the money plus interest at the statutory rate. Since that transaction would materially change the coverage your mother had over a multi-year period, Nodak Mutual Insurance Company would require a Release and Walver of any further obligation to perform or extend physical damage coverages to your mother's automobile since June 14, 1997.

As a result of that offer, Nodak Mutual Regional Sales & Training Manager, Don Huck, visited with you and provided you with a Release And Walver and a draft in the amount of \$1,909.38. Mr. Huck also provided you with documentation substantiating that mathematical calculation. You indicated to Mr. Huck that you wished to have the documentation reviewed by your attorney and you were invited to proceed on that basis.

I should point out to you, however, that since you have never provided this Company with any documentation, such as a Power of Attorney, indicating that you have the ability to act, negotiate or consummate any legal matter on her behalf, that you, in fact, have no authority to act, execute or perform any legal function on Dorothy Murphy's behalf. Be that as it may, we undertook to work through you despite the absence of any personal legal claim or standing on your part.

You have now indicated that you refuse to execute this Release and Waiver because your attorney has stated that it is too "wordy." You have, once again, threatened to involve regulatory authorities because of your markets are at that this Company is somehow disenfranchising our elderly policyholders. I should point out that you have taken this position despite the demand in your letter of February 13, 2001, in which you stated "I want my Mother to be reimbursed for the money she paid unnecessarily for coverage that was unavailable to her." As I have previously pointed out to you, that is a material misstatement of fact.

You have, once again, threatened to involve regulatory authorities over this matter and, as a result, you leave this Company no alternative but to invite their participation into our handling of your mother's account. Therefore, a complete copy of your mother's underwriting file, claim file regarding the loss of June 14, 1997, and a copy of all documentation concerning Nodak Mutual's offer to reimburse your mother has been provided to the North Dakota Insurance Department. We invite their investigation of our handling of this account.

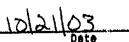
Finally, the offer to reimburse your mother for the amount of \$1,909.38, which is the amount of her physical damages premiums paid since June 14, 1997 plus statutory interest is hereby rescinded and we invite you to seek whatever legal or regulatory relief you deem necessary. All further correspondence with this Company should be



Nodak Mutuai Insurance Company An Affiliate of North Dakota Farm Bureau

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forwarded to the North Dakola Insurance Department or to me acting as attorney for this Company.

Very troly yours

Paul E Traynor
Nodak Mutual Insurance Company
Secretary & General Counsel

PET/jap

CC: JON M. LIVERS, EXECUTIVE VP & CEO CHARLES JOHNSON, ND INSURANCE DEPT. DOROTHY MURPHY, POLICYHOLDER

An Attillata of North Dakota Farm Buraau

Nodak Mutual Insurance Company

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Operator's Signature

FILED

STATE OF NORTH DAKOTA

OCT 0 7 1996

IN DISTRICT COURT

COUNTY OF DUNN

DISTRICT COURT, DUNN CO. NO

In Re:

CASE NO. 96-P-13

Guardianship and Conservatorship for John Redmond "Jack" Murphy and Dorothy M. Murphy,

LETTERS OF GUARDIANSHIP
AND CONSERVATORSHIP

Leone Linseth and Rose Hansen,

Petitioners.

TO: LEONE LINSETH AND ROSE HANSEN

You both are hereby appointed Guardian of the person with full authority to make decisions on behalf of John Redmond "Jack" Murphy (hereafter "Jack") and Dorothy M. Murphy (hereafter "Dorothy") and Conservator of the estate, property and affairs for Jack and Dorothy with full power and authority to take possession of all real and personal property of Jack and Dorothy and to have charge and management thereof as well as to care for their personal affairs, including medical care and any and all legal affairs, particularly their legal affairs in the two lawsuits they are presently involved in (Stark County Civil No. 95-C-402 and Dunn County Civil No. 94-C-55), subject to direction of the District Court of Dunn County, State of North Dakota; and

You are required to make and return unto the Court, within ninety (90) days from the date hereof, a true inventory of all the real and personal property of Jack and Dorothy, which at the time of making such inventory shall have come to your possession or knowledge; and

-1-

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At the expiration of your trust, you are required to file a report with this Court concerning an accounting for the assets and disbursements therefore on behalf of Jack and Dorothy or to provide such accounting to Jack and Dorothy's personal representatives and to pay over and deliver all the real and personal property remaining in your hands, or due from you on such settlement, to the person or persons lawfully entitled thereto.

WITNESS, the Honorable Judge Maurice R. Hunke, at Dickinson, North Dakota, this 2 day of October, 1996.

Judge of the District Court

I, Leone Linseth, hereby accept the duties of Guardian and Conservator for Jack and Dorothy and I will perform, according to law, the duties of Guardian and Conservator.

Dated this 2 day of October, 1996.

Leone Linseth

I, Rose Hansen, hereby accept the duties of Guardian and Conservator for Jack and Dorothy and I will perform, according to law, the duties of Guardian and Conservator.

Dated this \_- day of October, 1996

· Operator's Signature

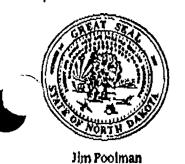
STATE OF NORTH DAKOTA

hereby centry that the above and foregoing is a bill, true and correct copy of the original as the same romains on file in my said office. In NITNESS VHEREOF, I have hereunto set my land and alliked the Seal of eald Court at day of Various

Antico Strange House Live

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# DEPARTMENT OF INSURANCE STATE OF NORTH DAKOTA

October 23, 2002

Commissioner of Insurance

Rose Hanson and Leona Lindseth 4025 Highway 22 Dickinson, ND 58601

RE: Dorothy Murphy

Nodak Mutual Insurance Company

Dear Ms. Hanson and Ms. Lindseth:

Thank you for contacting the North Dakota Insurance Department regarding your mother, Dorothy Murphy. We appreciate you bringing to our attention the situation related to your mother's policy and the resulting settlement offer. I have enclosed a copy of a letter dated October 15, 2002, from Ron Knoll at Nodak Mutual Insurance Company related to this matter. In Mr. Knoll's letter, he has provided a detailed explanation of how Nodak Mutual arrived at the offer of \$1,909.38 for Dorothy Murphy. I would like for you to review this letter carefully and contact me with any questions you may have regarding the breakdown.

I have also enclosed a copy of the Release and Waiver that Nodak Mutual has requested a legal representative to sign. After reviewing this Release and Waiver, we believe that Nodak Mutual is simply requesting a full release of any future claims against the company for the administration of your mother's policy. Although the Department cannot provide legal advice as to the effect of this Release and Waiver, Nodak Mutual has agreed to send the settlement check of \$1,909.38 to you upon receipt of the signed waiver. If you would like to forward the release directly to Mr. Knoll, he has assured us that the settlement check will be sent immediately upon receipt.

Once again, if you have any questions or concerns related to this matter, please do not hesitate to call me at 1-800-247-0560.

Sincerely.

Special Assistant Attorney General

Legal Counsel

R. Louis McPhail

N.D. Insurance Department

RLM/njb Enclosures

co: Ronald Knoll

600 E BOULEVARD AVE DEPT 401 • BISMARCK ND 58505-0320 • (701) 328-2440 • FAX (701) 328-4880
Consumer Hotline: 1-800-247-0560 • Relay North Dakota: 1-800-366-6888 (TTY)
Website: www.state.nd.us/ndins

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Operator's Signature

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Nodak Mutual Insurance Company

1101 187 Avenue North P.O. Box 2502 Fergo, North Dakota 58108-2502 701-298-4200 + 877-814-5011 www.nodakmutual.com

October 15, 2002

HAND DELIVERED

Mr. Doug Holloway Deputy Insurance Commissioner State of North Dakota 5th Floor State Capitol 600 East Boulevard Avenue Bismarck, ND 58505-0320 Fax: (701) 328-4880

OUR INSURED: DOROTHY MURPHY RE:

**OUR POLICY NO.: AU-169537** 

Dear Mr. Holloway:

document being filmed.

You have recently requested that I provide a detailed explanation of how Nodak Mutual Insurance Company came up with the offer of \$1,909.38 for Dorothy Murphy. For your review and consideration I attach hereto copies of three documents. These documents are as follows:

- 1. Breakdown of Premium
- 2. Accounts Receivable/History Transactions Summary
- 3. Accounting Breakdown with Interest

For the Breakdown of Premium document you will see that there are three columns. The first column indicates the renewal date, the second column lists the amount of the semi-annual premium and the third column indicates what portion of that semi-annual premium went towards comprehensive ("comp") and collision coverage. You can see from the document that on April 1997 the comp and collision portion of the premium was \$212.00. However, it was not until Dorothy Murphy's loss on June 14, 1897 that she apparently desired to cancel the comp and collision coverage. Therefore, \$146.00 of comp and coilision premium is being refunded. This amount reflects that portion of the comp and collision premium from June 14, 1997 through the renewal date in October in 1997. The comp and collision portions of the premium are self explanatory from October 1997 through April 2000. Thereafter, in October of 2000, Dorothy Murphy paid

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\$334.00 in premium, \$224.00 of which was for comp and collision coverage. When she canceled her entire policy on January 16, 2001, \$167.00 was refunded. This refund would include a refund of the comp and collision coverage as well as the other auto coverages from the period of January 16, 2001 through the end of the six-month policy period. The portion of comp and collision coverage from the period of October 2000 until the time she canceled her insurance on January 16, 2001 is in the amount of \$119.00.

In the Accounts Receivable/History Transaction Summary you will basically see information regarding the semi-annual premium. I have marked the relevant entries with an asterisk.

The final document consists of six columns. The first column is the amount of compand collision coverage charged and retained by Nodak Mutual Insurance Company. These numbers correspond to the same column in the Breakdown of Premium document. The next column reflects the renewal date (month and year) of the policy. The third column reflects the numbers of days in the month for which the coverage was in effect for each renewal period. The fourth column reflects the six percent interest. The fifth column reflects the amount of interest accumulating for each month of the policy and the sixth column provides a total of the comp and collision premium retained by Nodak, along with the compounded interest.

Hopefully this is sufficient documentation to satisfy any concerns Ms. Murphy has at this time. If you or Ms. Murphy have any further questions, please do not hesitate to contact me at (701) 298-4314.

Very truly yours.

Ronald Knoll

Nodak Mutual Insurance Company Legal Counsel/Litigation Manager

RK/jap

Nodak Mutual Insurance Company
An Attiliate of North Dekota Farm Bureau

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operator's Signature

Dorothy Murphy AU - 169537 Breakdown of premium

Renewal Date	Semi-annual premium	Comp and Collision portion of premim	
April 1997	\$289.00	(\$212,00)	
Claim on 6-14-97		\$146.00 (prorated from claim to	
Oct. 1997	\$316.00	Next renewal) \$231.00	
April 1998	\$316.00	\$231,00	
Oct. 1998	\$316,00	\$231.00	
April 1999	\$326.00	\$241.00	
Oct. 1999	\$319.00	\$236,00	
April 2000	\$319.00	\$236.00	
Oct. 2000 \$334.00 Cancelled policy 1-16-01 Comp and Coll		(\$244.00) \$119.00 (prorated from 10-18 to	
Refunded \$167.00 c	on cancel of 1-16-01	1-16)	

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Operator's Signature

OCT-25-02 FRI 10:34 AM HANSEN.HORSES

1 701 225 854

P.20

T Ch	D-SFL:	l Acc	counts Rece	eivable/Rist	cory Transactions	- SOMMAKI 10/09/02
Polic	y 1695	<b>537</b> E	ffective Da	ate <b>4/18</b>		12:21:37
Name	~					
			able*			Journal
The same of the sa	<b>6886</b>	Decrease	Balance	Date	Description	Date Who
	7.00	.00	.00	1/29/2001	Description REFUND	1/29/2001 XXX
	.00	167.00	167.00-	1/26/2001	CANCEL -	1/16/2001 DYH
	.00	334.00	.00	10/04/2000		10/04/2000 LCN
33	4.00	.00	334.00	9/25/2000	PREMIUM BILLED	9/25/2000 XXX
	.00	319.00	.00	4/07/2000	RENEWAL #	4/07/2000 LCN
31	9.00	.00	319.00	3/23/2000	PREMIUM BILLED	3/23/2000 XXX
	.00	319.00	.00	10/06/1999	RENEWAL #	10/06/1999 LCN
31	9.00	.00	319.00	9/23/1999	PREMIUM BILLED	9/24/1999 XXX
	.00	326.0 <b>0</b>	.00	4/05/1999	RENEWAL #	4/05/1999 HJA
320	6.00	.00	326.00	3/23/1999	PREMIUM BILLED	3/24/1999 XXX
	.00	316.00	.00	9/30/1998	RENEWAL 🙎	9/30/1998 LCN
310	6.00	-00	316.00	9/22/1998	PREMIUM BILLED	9/23/1998 XXX
	.00	316.00	.00	4/02/1998	RENEWAL #	4/02/1998 LCN
310	6.00	.00	316.00			3/24/1998 XXX
	.00	316.00	.00	9/29/1997		9/29/1997 HJA
31 (	6.00	.00	316.00	9/22/1997	PREMIUM BILLED	9/23/1997 XXX
	.00	.00	.00			T TO 7/21/1997 E +
Help	Cmd	1Return	to Policy	Cmd 2Ex	it Program Cmdl	5Display History

10-24-97 - Claim

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Operator's Signature

12/2/103

OCT-25-02 FRI 10:34 AM HANSEN.HORSES 1 701 225 8546

ARHSTD- Policy Name	-	5 <b>37</b> E1	ffective Da		ory Transactions -	SUMMARY 10/09/02 12:31:10
*A	ccour	nts Receiva	able*	Updated		Journal
	350	Decrease	Balance		Description	Date Who
	.00	.00	.00	7/31/1997	CHANGE - NO AFFECT	
	.00	.00	.00	7/15/1997	CHANGE - NO AFFECT	TO 6/15/1997 C H
	.00	289.00	.00	4/16/1997	RENEWAL *	4/16/1997 LCN
289		.00	289.00	3/24/1997	PREMIUM BILLED RENEWAL	3/25/1997 XXX
	.00	289.00	.00	10/02/1996	RENEWAL	10/02/1996 NJS
289	.00	.00	289.00	9/23/1996	PREMIUM BILLED RENEWAL	9/24/1996 XXX
•	.00	294.00	.00	4/04/1996	RENEWAL	4/04/1996 LCN
294.	.00	.00	294.00	3/25/1996	PREMIUM BILLED RENEWAL	3/26/1996 XXX
	.00	294.00	.00			
294.		.00	294.00	9/25/1995	PREMIUM BILLED	9/26/1995 XXX
	.00	294.00	.00	4/03/1995	RENEWAL	4/03/1995 HJA
294.		.00	294.00	3/25/1995	PREMIUM BILLED	3/27/1995 XXX
	.00	256.00	.00	10/14/1994	RENEWAL	10/14/1994 LCN
256.		.00	256.00	9/21/1994	PREMIUM BILLED	9/22/1994 XXX
	.00	256.00	.00	3/30/1994	RENEWAL	3/30/1994 LCN
256		.00	256.00	3/19/1994	RENEWAL PREMIUM BILLED RENEWAL	3/21/1994 XXX
_	.00	251.00	.00	9/29/1993	KENEWAL	9/29/1993 H 4
Help	Cmd	1Return	to Policy	cmd 2Ex	rit Program Cmd15.	Display History

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