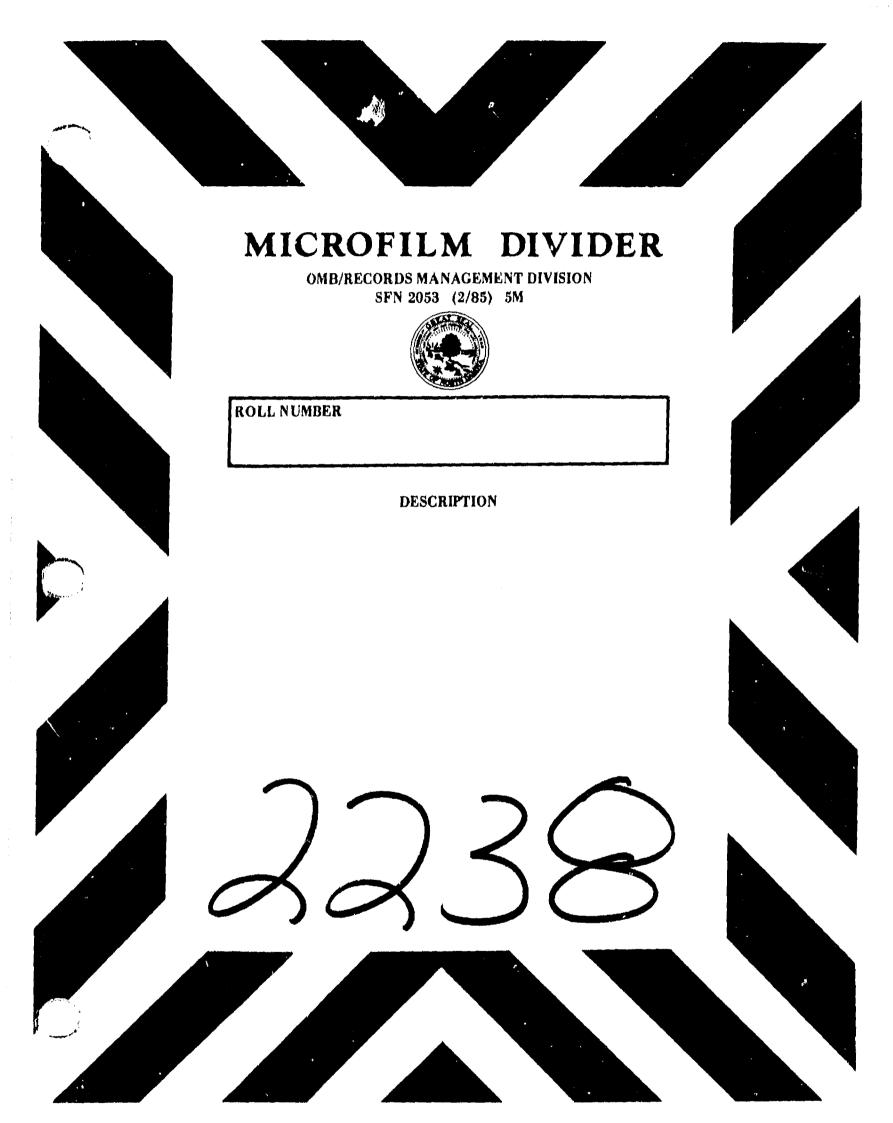
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2003 SENATE INDUSTRY, BUSINESS AND LABOR SB 2238

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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	C
<u></u>			
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 vy?

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 totaled.

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Danne Dalla Standing

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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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 Signa	ture Oglsa Van E	Berkon	

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 i'itle.0200

Prepared by the Legislative Council staff for Senator Heltkamp

January 29, 2003

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:

- The insurer determined the automobile is a total loss;
- The insured's current coverage on that automobile includes comprehensive and collision coverage;
- 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
- 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

30469.0101

Page No. 1

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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 Action Taken Seconded By Even Motion Made By Senators Yes Senators Yes Sen. Michael Every Sen. Duane Mutch, Chairman Sen. Jerry Klein, Vice Chairman Sen. Joel Heitkamp Sen. Duaine Espegard Sen. Karen Krebsbach Sen. Dave Nething (Yes) Total Absent

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

Floor Assignment

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Deann Dallast

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Date: 2-4-03
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 If the vote is on an amendment, briefly indicate intent:

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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

(2) DESK, (3) COMM

Page No. 1

SR-22-1666

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2003 HOUSE TRANSPORTATION

SB 2238

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Operator's Signature

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2003 HOUSE STANDING COMMITTEE MINUTES

BILL/RESOLUTION NO. SB 2238

House Transportation Committee

☐ Conference Committee

Hearing Date February 28, 2003

Tape Number	Side A	Side B		Meter#
1	X		23.7 t	o 48.7
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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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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
Hearing Date February 28, 2003

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

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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30469.0201 Title.0300 Adopted by the Transportation Committee February 28, 2003 1/2×/03

HOUSE AMENDMENTS

to engrossed

SB 2238

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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 2258

House TRANSPORTATION				Com	mittee
Check here for Conference Con	nmittee				
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Representatives	Yes	No	Representatives	Yes	No
Robin Weisz - Chairman	1		Lois Delmore	V	
Kathy Hawken - Vice Chairman	1 1		Arlo E. Schmidt	V	
LeRoy G. Bernstein	1		Elwood Thorpe	V	
Mark A. Dosch	V		Steven L. Zaiser	A	
Pat Galvin	V				
Craig Headland	M				
Clara Sue Price					
Dan J. Ruby	V				
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10/21/03

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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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10/2/103



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

September 29, 2002

Ann ev

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 Pay 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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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 Murphy 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 Linseth

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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A PERSONNET D

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

F. 02



LEE KELLER Auto Appralaer

Nodak Mutual Insurance Company
P.C. BOX 2782 • 904 EAST DIVIDE • BISMARCK, ND 56502
BUS, 701-224-0025 FAX 701-224-0651

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P. 03

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JAY WANNER 'n Location: 25th Ave. East kinson, ND 58601

Jay R's-~Auto Body~

Sheet No.

Body Repair Refinishing Sandblasting

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P. 04

D/L: (. 14	· ५ ७
POLICY NO.	169537
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SUSPENSION OF COVERAGE AGREEMENT

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NMIC/WP/072495

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AUTOMASTER POLICY

P.O. BOX 2502 . FIRST AVENUE & 11TH ST. N. FARGO, NORTH DAKOTA 68108 DECLARATIONS

CONTINUOUS RENEWAL

Policy Number: 189537 Agent Number: 2921 Farm Bureau#: 013172

Co: 13 Co: 13

MEURANCE IS PROVIDED AGAINST ONLY THOSE PERILS, AND, FON UNLY 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 BY THIS DECLARATION SUPERSEDES AND REPLACES ALL INSURANCE PREVIOUSLY AFFORDED BY THIS POLICY.

Named Intered & Address MURPHY DOROTHY

EFFECTIVE DATE: CHANGE DATE:

4/18/97 6/15/97

HC 1 BOX 16 KILLDEER ND

58640

PHONE NUMBER: "764-5280

HICLE MODEL NAME/NO.	VEHICLE ID# TYPE PRGM SYMBOL 1CXY66R4LD906072 PP 1 07	EXP/USE 82/100
COVERAGES -BODILY INJURY LIABILITY -PROPERTY DAMAGE LIABILITY -1-UNINSURED MOTORIST -2-UNDERINSURED MOTORIST -COMPREHENSIVE -COLLISION -PERSONAL INJURY PROTECTION **CLUDE: PRIOR DAMAGE 06/14/	\$100,000 EACH PERSON/300,000 EACH OCCUR. \$100,000 EACH OCCUR. \$100,000 EACH PERSON/300,000 EACH OCCUR. \$100,000 EACH PERSON/300,000 EACH OCCUR. ACTUAL CASH VALUE ACTUAL CASH VALUE/LESS \$10 DED. \$30,000 SEMI-ANNUAL TOTAL \$	PREMIUM 57.00 INCLUDED 7.00 INCLUDED 93.00 119.00 13.00 289.00

EHICLE RATED WITH NO UNDERAGED DRIVERS

THIS POLICY INCLUDES DISCOUNTS FOR: DRIVER AIR BAG

CLASS 31: MARRIED FEMALE 75 AND OVER DDES:

TERRITORY 09: FARM

document being filmed.

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 Fargo, North Dakota 58108-2502 701-298-4200

		· · ·	2.4	14.40	
Dates	7-16-97			No. 169537	-
		Agent No. 39	121		- -
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	Add/Change/Dele	le Rated Driver		Correct Vehicle Description/Serial Number	
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	billings you have	received on this p	policy(s).		
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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

10/21/03

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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:

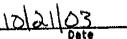
That Nodak Mutual Insurance Company agrees to pay the sum of One Thousand Nine Hundred and Nine Dollars and Thirty-Eight Cents (\$1,909.38) which includes both principal and interest at the prevailing statutory rate of 6 percent per annum.

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.

CAUTIONII 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



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HAR-20-2001 TUE 10:66 AM NODAKNUTUALINS, CO.

השטונים האו האוצד שש אסשטא שחבחשר נאש הס

1101 19T Avenue North P.Q. Box 2502 Fargo, North Dakota 68108-2502 701-298-4200 • 877-814-5011



April 16, 2001

Marie In

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 manager to 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 Mutual Insurance Company An Affikate of North Dakota Faim Bureau

Operator's Signature

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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

Nodak Mutual Insurance Company
An Affikata of North Dakota Farm Bureau

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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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Operator's Signature

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

STATE OF NORTH DAKOTA

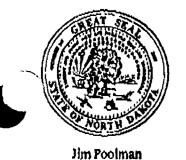
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DEPARTMENT OF INSURANCE STATE OF NORTH DAKOTA

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.

R. Louis McPhail (Special Assistant Attorney General

Legal Counsel

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

19/9/103



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 collision 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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Operator's Signature

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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 comparid 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 Encl.

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Nodak Mutual Insurance Company An Affiliate of North Dekota Farm Bureau

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Dorothy Murphy AU - 169537 Breakdown of premium

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Renewal Date Semi-annual premis		m Comp and Collision portion of premim		
April 1997	\$289.00	(\$212,00)		
Claim on 6-14-97	7	\$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	on cancel of 1-16-01	1-16)		

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1 701 225 8546 OCT-25-02 FRI 10:34 AM HANSEN.HORSES ..dstd-sfl1 Accounts Receivable/History Transactions - SUMMARY 10/09/02 Accounts Receivable/Hi
Policy 169537 Effective Date 4/18 Name MURIPHY DOROTHY Journal *---- Accounts Receivable----* Updated Description Date Date Who rease Decrease Balance 1/29/2001 REFUND -1/29/2001 XXX .00 .00 57.00 .00 167.00- 1/26/2001 CANCEL * .00 10/04/2000 RENEWAL * 1/16/2001 DYH 10/04/2000 LCN .00 334.00 334.00 .00 319.00 .00 319.00 .00 9/25/2000 XXX 9/25/2000 PREMIUM BILLED 334.00 .00 4/07/2000 RENEWAL # 4/07/2000 LCN 319.00 .00 3/23/2000 PREMIUM BILLED 3/23/2000 XXX 319.00 .00 319.00 10/06/1999 RENEWAL * 10/06/1999 LCN .00 9/24/1999 XXX 4/05/1999 HJA 9/23/1999 PREMIUM BILLED 319.00 .00 4/05/1999 RENEWAL # .00 326.00 3/24/1999 XXX 3/23/1999 PREMIUM BILLED 326.00 .00 316.00 .00 316.00 9/30/1998 RENEWAL # 9/22/1998 PREMIUM BILLED 9/30/1998 LCN .00 .00 9/23/1998 XXX 316.00 316.00 4/02/1998 RENEWAL # 3/23/1998 PREMIUM BILLED .00 4/02/1998 LCN .00 316.00 3/24/1998 XXX 316.00 .00 9/29/1997 RENEWAL # 9/29/1997 HJA 316.00 9/22/1997 PREMIUM BILLED 9/23/1997 XXX .00 7/31/1997 CHANGE - NO AFFECT TO 7/21/1997 E + .00 .00 316.00 316.00 .00 .00 Help Cmd 1--Return to Policy Cmd 2--Exit Program Cmd15--Display History 4-24-97 - Claim

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

1 701 225 8546

Accounts Receivable/History Transactions - SUMMARY 10/09/02 Effective Date 4/18 12:31:10 ARHSTD-SFL1 Policy 169537 Effe Name MURPHY DOROTHY

S M&	MÁK	rer Dokori	7 %				
-,	Accou	nts Receiva	able	Updated			Journal
	ease	Decrease	Balance	Date	Description		Date Who
4	.00	.00	.00	7/31/1997	CHANGE - NO AFFECT	TO	7/21/1997 EMP
	.00	.00	.00	7/15/1997	CHANGE - NO AFFECT	TO	6/15/1997 С н
	.00	289.00	.00	4/16/1997	RENEWAL *		4/16/1997 LCN
28	9.00	.00	289.00	3/24/1997	PREMIUM BILLED		3/25/1997 XXX
	.00	289.00	.00		RENEWAL		10/02/1996 NJS
28:	9.00	.00	289.00	9/23/1996	PREMIUM BILLED		9/24/1996 XXX
	.00	294.00	.00	4/04/1996	RENEWAL		4/04/1996 LCN
29	4.00	.00	294.00	3/25/1996	PREMIUM BILLED		3/26/1996 XXX
	.00	294.00	.00	10/04/1995	RENEWAL		10/04/1995 LCN
	4.00	.00	294.00	9/25/1995	PREMIUM BILLED		9/26/1995 XXX
	.00	294.00	.00	4/03/1995			4/03/1995 HJA
294	4.00	.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	5.00	.00	256.00	9/21/1994	PREMIUM BILLED		9/22/1994 XXX
. مقد شم	.00	256.00	.00	3/30/1994	RENEWAL		3/30/1994 LCN
250	6.00	.00	256.00		PREMIUM BILLED		3/21/1994 XXX
	.00	251.00	,00		RENEWAL		9/29/1993 H +
Help	Cmd	1Return	to Policy	Cmd 2Ex	rit Program Cmd15	Di	splav History

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