

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF POLICY PROVISIONS – WISCONSIN

### I. Definitions

The following is added to the **Definitions** Section:

Throughout the policy, "minimum limits" refers to the following limits of liability specified by the financial responsibility law of Wisconsin, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
2. \$10,000 for each accident with respect to "property damage".

### II. Part A – Liability Coverage

Part **A** is amended as follows:

- A.** Exclusions **A.4.** and **A.6.** are replaced by the following:

We do not provide Liability Coverage for any "insured":

4. For "bodily injury" to an employee of that "insured" during the course of employment if workers' compensation benefits are available for that employee.
6. While employed or otherwise engaged in the "business" of:
  - a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (**A.6.**) does not apply to the ownership, maintenance or use of:

- a. "Your covered auto" by:
  - (1) You;
  - (2) Any "family member";
  - (3) Any partner, agent or employee of you or any "family member"; or
  - (4) Any other "insured" not listed in (1), (2) or (3) above, if there is no other valid and collectible insurance, whether such insurance is primary, excess or contingent, at limits equal to or greater than the applicable minimum limits of liability specified by the financial

responsibility law of Wisconsin, available to respond for damages for which that "insured" is legally responsible. In this event, we will provide liability coverage for that "insured" up to the applicable minimum limit of liability specified by the financial responsibility law of Wisconsin.

- b. Any vehicle other than "your covered auto" by you or any "family member" if there is no other valid and collectible insurance, whether such insurance is primary, excess or contingent, at limits equal to or greater than the applicable minimum limits specified by the financial responsibility law of Wisconsin, available to respond for damages for which that "insured" is legally responsible. In this event, we will provide liability coverage for that "insured" up to the applicable minimum limit of liability specified by the financial responsibility law of Wisconsin.

### III. Part B – Medical Payments Coverage

Paragraph **A.** of the **Insuring Agreement** in Part **B** is replaced by the following:

We will pay reasonable expenses incurred for necessary medical (including chiropractic) and funeral services because of "bodily injury":

1. Caused by an accident; and
2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

### IV. Part F – General Provisions

Part **F** is amended as follows:

- A.** The following is added to the **Changes** Provision:

#### CHANGES

If our agent has knowledge, before an accident or loss, of a violation of a policy condition, this will:

1. Be considered our knowledge; and
2. Not void the policy or defeat a recovery for a claim.

- B.** The **Legal Action Against Us** Provision does not apply.

- C. The following is added to the **Our Right To Recover Payment** Provision:

**OUR RIGHT TO RECOVER PAYMENT**

We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.

- D. The **Termination** Provision is replaced by the following:

**TERMINATION**

**Cancellation**

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 60 days notice for anniversary cancellation if this policy has been written:
    - (1) For a period of more than 1 year; or
    - (2) Without a fixed expiration date;
  - b. At least 10 days notice in all other cases.
3. After this policy is in effect for 60 days or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. Due to substantial change in the risk we assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk when we issued this policy; or
  - c. If the policy was obtained through material misrepresentation.

**Nonrenewal**

If we decide not to renew or continue this policy we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 60 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.

3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

**Offer To Renew**

If we offer to renew or continue and mail a notice of renewal or continuation premium due to the named insured shown in the Declarations at the address shown in this policy:

1. Not more than 75 days nor less than 10 days prior to the due date of the premium which states clearly the effect of nonpayment of premium by the due date; and
2. You or your representative has failed to pay the renewal or continuation premium by such expiration date as stated in the notice;

then this policy will terminate at the end of such expiration date without further notice from us. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer to renew your policy.

**Similar Insurance**

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

**Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

- E. The following provision is added:

**REPRESENTATIONS**

No oral or written statement or representation made by you or on your behalf and no breach of an affirmative warranty affects our obligations under this policy:

1. Unless we rely on it and it is either material or is made with intent to deceive; or
2. Unless the fact misrepresented or falsely warranted contributes to the loss.

In addition, no failure of a condition prior to the loss and no breach of a promissory warranty affects our obligations under this policy unless it exists at the time of loss and either:

1. Increases the risk at the time of the loss;  
or
2. Contributes to the loss.

F. The following provision is added:

**CONFORMITY TO STATUTE OR RULE**

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority con-

ferred under Wis. Stat. Section 227.11(2) and published in the Wisconsin Administrative Code.

**IV. Miscellaneous Type Vehicle Endorsement Amendment**

If the Miscellaneous Type Vehicle Endorsement is attached to the policy, the Passenger Hazard Exclusion does not apply to the following vehicles:

1. Motorcycles or similar type vehicles; or
2. Dune buggies.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.