

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY.

## STATE CONFORMANCE ENDORSEMENT - WISCONSIN

The following endorsement changes the policy in conformance with Wisconsin state laws. Please read your entire policy for full details about your coverages.

Throughout the policy and endorsements attached to it, reference to 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".

### DEFINITIONS

E. is deleted and replaced by the following:

E. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

### PART A – LIABILITY COVERAGE

#### EXCLUSIONS

4. is deleted and replaced by the following:

4. For "bodily injury" to an employee of that "insured" during the course of employment if workers' compensation benefits are available for that employee.

The following is added to Exclusion 6.:

This Exclusion (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.

### PART B – MEDICAL PAYMENTS COVERAGE

Paragraph A. of the **Insuring Agreement** is amended to include chiropractic.

### PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The following sentence is added to item A:

Notice to our authorized representative is considered notice to us.

**PART F – GENERAL PROVISIONS**

The following is added to the **Changes** Provision:

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.

Paragraph C. of the **Private Pleasure Use** Provision is deleted.

The **Concealment or Fraud** Provision is deleted and replaced by the following::

**CONCEALMENT OR MISREPRESENTATION**

After proper notification, your policy will be canceled if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

The **Legal Action Against Us** Provision is deleted.

The second paragraph of the **Payment of Loss** Provision is deleted and replaced by the following:

If we pay a total loss or a “constructive total loss” for any of “your covered auto(s)” shown in the Declarations, all coverage under this policy for such covered auto(s) will terminate upon delivery of a notice of cancellation to the insured. In that event the policy premium shall be returned pro rata as respects such covered auto(s). The amount we will pay for a total loss or “constructive total loss” of “your covered auto(s)” shall be reduced by any amount previously paid for repairs not completed at the time of the total loss or “constructive total loss”.

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

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

The **Termination** Provision is amended as follows:

A. Cancellation, 2. and 3. are deleted and replaced by the following:

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 one year; or
    - (2) Without a fixed expiration date;
  - b. At least 10 days' notice in all other cases.
3. After this policy has been in effect for 60 days of if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium;
  - 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;
  - c. If the policy was obtained through material misrepresentation; or
  - d. For any other reason permitted by state law.

B. Nonrenewal is deleted and replaced by the following:

- B. 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 other than one year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

C. Automatic Termination is deleted and replaced by the following:

C. 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.

The **State Law** Provision is deleted and replaced by the following:

#### **STATE LAW 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 conferred under Wis. Stat. Section 227.11(2) and published in the Wisconsin Administrative Code.

The **Amendatory Endorsements** Provision is deleted.

All other policy provisions apply.