

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

STATE ENDORSEMENT - WISCONSIN

The following amendments change the policy. 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

The definition of "family member" is replaced by the following:

"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

Under the **Exclusions** provision, Exclusion 4. is 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.

The following is added to Exclusion 6:

This Exclusion (6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member";
- c. Any partner, agent or employee of you or any "family member"; or
- d. 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.

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.

The following duties are added:

A person seeking any coverage must cooperate with us by complying with the following additional duties as a condition of coverage:

1. Do not admit fault or assume any obligation to other persons.
2. Do nothing that would prejudice our rights or interests or our ability to provide a defense.

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3. As often as we reasonably request, attend and answer to an examination under oath conducted by us or our representative, at a reasonable place chosen by us. We may require:
 - a. Examinations to be video and/or audio recorded.
 - b. Examinations to be done individually and outside the presence of witnesses or other persons or parties making claims. Legal counsel may be present.
 - c. Your spouse, any "family member" and/or any person related to you who resides with you to submit to examination to help us to obtain relevant information, even if that person is not making a claim under this policy.

PART F – GENERAL PROVISIONS

The **Regular Use Vehicle Requirement** provision is replaced by the following:

REGULAR USE VEHICLE REQUIREMENT – PURCHASING & MAINTAINING OTHER INSURANCE COVERAGE FOR YOU AND YOUR REGULAR USE VEHICLE

- A. This policy provides the coverage(s) you have elected and paid for, but only for your ownership, maintenance and use of "your covered auto". In no event will this policy:
 1. Provide coverage for any vehicles other than "your covered auto"; or
 2. Be your primary personal vehicle insurance; or
 3. Provide insurance for any auto or other motor vehicle, other than "your covered auto", with respect to exposures or legal obligations arising out of the ownership, maintenance or use of that vehicle if it is owned by or regularly used by you, a "family member" or any other relative that resides with you.
- B. As a condition of the issuance of this policy, you have represented and agreed to the following:
 1. You must own a "regular use vehicle" listed on, and insured by, a separate insurance policy, and the separate insurance policy for that vehicle must:
 - a. Be in-force with at least the types and amounts of coverage elected by you for this policy.
 - b. Satisfy all minimum state insurance requirements, including but not limited to minimum requirements for liability coverage, uninsured motorist coverage and underinsured motorist coverage (as may be required by law), and personal injury protection ("PIP") coverage (in states where PIP is required).
 - c. Remain in-force as described in 1.a. directly above during all policy periods, including renewal and reinstatement policy periods, and be maintained, without reduction of coverage or limits of liability (except for reduction of the aggregate limits therein in connection with an accident or loss solely by amounts paid in settlement of claims or in satisfaction of awards or judgments), with respect to your "regular use vehicle" and any other vehicle not listed on this policy but that is owned by and/or furnished or available for the regular use of, you, a "family member" or a relative who resides with you.
 - d. Be primary for, and satisfy, all minimum state insurance requirements related to vehicle ownership or use, except with respect to the use of "your covered auto" for which this policy applies.
 2. If you fail to maintain a "regular use vehicle" insured by a separate insurance policy that satisfies the minimum state insurance requirements, the insurance afforded by this policy shall apply in the same manner as if such policy had been maintained in force by you with underlying coverage on a primary basis. If we are required by law to provide any coverage with respect to the use of a "regular use vehicle" and/or any other vehicle, including any vehicle not listed on this policy but owned by and/or furnished or available for the regular use of, you, a "family member" or a relative who resides with you:

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- a. Coverage under this policy shall be excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery;
 - b. The amount we may be required to pay is limited to the minimum types and limits of such coverage required by law; and
 - c. You agree that if we are compelled by law to provide any coverage under this insurance policy with respect to the use of any vehicle other than "your covered auto", all coverage and limits of liability other than the minimum types and limits required by law are rejected with respect to the use of that vehicle.
3. To the extent allowed by law, we have the right to rescind, cancel and/or not renew this policy if at any time during the policy period you do not have a separate insurance policy in effect with at least all of the coverages provided by this policy, and all of the types of coverage required by law, and with at least equal or higher limits of liability as this policy.

Under the **Changes** provision, the following is added:

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.

Under the **Private Pleasure Use** provision, Paragraph C. is deleted.

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

Under the **Payment of Loss** provision, the second paragraph is 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".

Under the **Our Right To Recover Payment** provision, the following is added:

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 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 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 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 **Other Insurance Policies** provision is deleted.

The **State Law** provision is replaced by the following:

STATE LAW OR RULE

If any policy exclusion, limitation, term, condition or other policy provision is determined to be invalid and unenforceable by a court with proper jurisdiction, then that exclusion, limitation, term, condition or other policy provision will:

1. Be changed to the extent necessary to conform to the law;
2. Not apply to the amount of the covered damages or loss that is less than or equal to the minimum amounts of coverage required by law; and
3. Be construed, to the extent permitted by law, to exclude any coverage that is not required by law to be provided, and exclude all amounts greater than the minimum amounts of coverage required by law.

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.

The following **Representations** and **Excess Coverage** provisions are 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

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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.

EXCESS COVERAGE

Coverage under this policy applies on a primary basis only with respect to "your covered auto", and shall be co-primary on a pro rata basis with any other insurance, self-insurance, bonds or certificate that applies on a primary basis.

If we are required by applicable law, or by a court with proper jurisdiction, to provide any insurance under this policy that would not otherwise be covered by the terms of this policy, the coverage provided under this policy shall be:

1. Excess to any and all other insurance, contingent insurance, self-insurance, liability bonds, certification of financial responsibility, and/or any other source of protection or recovery; and
2. Limited to the minimum types of coverage and the minimum limits required by that law.

The following total policy exclusion is added:

EXCLUSION OF TRANSPORTATION NETWORK COMPANY & PERSONAL VEHICLE SHARING PROGRAM USE

- A. There is no coverage of any kind under this policy for any accident, loss, "bodily injury", "property damage" or any other damage, expense or loss for any person or any party that results from, arises out of, or is related to any person operating or using "your covered auto" or any other vehicle in any type of activity associated or connected with any:
 1. Transportation network company (TNC). This includes the ownership, maintenance, use, occupancy or possession of any vehicle during the period of time from the moment a participating driver in a TNC logs on to the TNC's online-enabled application or platform until that driver logs off of the online-enabled application or platform, or the passenger exits the vehicle, whichever is later; or
 2. Personal vehicle sharing program, use or activity.
- B. For purposes of this exclusion:
 1. Transportation network company (TNC) means any type of organization or entity that provides prearranged transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using a personal vehicle.
 2. Personal vehicle sharing program means a group or legal entity engaged in the business or activity of facilitating or promoting the sharing of private passenger vehicles for noncommercial use by individuals other than the vehicle's owner.

All other policy provisions apply.