

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, minimum limits means the following limits of liability as required by Wisconsin law, to be provided under a policy of automobile liability insurance:

- A. \$25,000 for each person, subject to \$50,000 for each accident, with respect to “bodily injury”; and
- B. \$10,000 for each accident with respect to “property damage”.

PART A – LIABILITY COVERAGE

Under the **Exclusions** provision, the following changes are made:

Exclusion E. is replaced by the following:

We do not provide **Bodily Injury Liability** or **Property Damage Liability** for any “insured”:

- E. For “bodily injury” to an employee of that “insured” during the course of employment. This exclusion does not apply to “bodily injury” to an employee if workers’ compensation benefits are available for that employee.

The following is added to Exclusion G:

This exclusion does not apply to the ownership, maintenance, or use of “your covered auto” by:

1. You;
2. A “family member”;
3. Any partner, agent, or employee of you or a “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.

PART B – MEDICAL PAYMENTS COVERAGE

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

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

The following is added to paragraph 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.

The **Legal Action Against Us** provision is replaced by the following:

Legal Action Against Us

Any suit or action involving **PART C** must start within 3 years after the cause of action accrues. A cause of action involving uninsured motorist coverage or underinsured motorist coverage accrues on the date there is final resolution of the underlying cause of action by the injured party against the at-fault party.

Under **PART D**, suit or action must start within 3 years of the date of loss, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim. This time period will be tolled during the period in which the parties conducted an appraisal or

arbitration procedure prescribed by this policy or by law or agreed to by the parties.

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.

Under the **Payment of Loss** provision, the fourth paragraph is replaced by the following:

If we pay a total loss or a "constructive total loss" for "your covered auto" or "your camper trailer" listed in the Declarations, all coverage under this policy for such covered vehicle will terminate simultaneously upon delivery of a notice of cancellation to the insured. In that event the policy premium shall be returned pro rata with respect to such covered vehicle. The amount we will pay for a total loss or "constructive total loss" of "your covered auto" or "your camper trailer" 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 **Private Pleasure Use** provision, paragraph C. is deleted.

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:

- A. Unless we rely on it and it is either material or is made with intent to deceive; or
- B. 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:

- A. Increases the risk at the time of the loss; or
- B. Contributes to the loss.

Under the **Termination** provision, the following changes are made:

Under A. Cancellation, paragraphs 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 or otherwise last known to us:
 - a. At least 60 days' written 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 has been in effect for 60 days or 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;
 - d. If there is a breach of contractual duties, conditions, or warranties; or
 - e. For any other reason permitted by state law.

B. Nonrenewal is replaced by the following:

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 1 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:

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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.

Renewal with Altered Terms. If we elect to renew but on less favorable terms or at higher premiums, we will mail or deliver notice to the Named Insured shown in the Declarations at the address shown in this policy at least 45 days prior to the renewal date.

Subject to this notice requirement, the new terms or premiums will not take effect until 45 days after the notice was mailed. The notice will include a statement of your right to cancel. You may elect to cancel the renewal policy at any time during the 45-day period in accordance with paragraph A. of the **Termination** provision. If you elect to cancel the renewal policy during the 45-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

1. Is less than 25% and is generally applicable to all policies in this program; or
2. Results from a change based on your action that alters the nature or extent of the risk insured against, including, but not limited to, a change in the classification or the units of exposure, or increased policy coverage.

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.

Under the **State Law** provision, the following is added:

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.

All other policy provisions apply.