

AMENDATORY ENDORSEMENT WISCONSIN

1. When this policy includes forms **FO-1, FO-2, FO-3, FO-4, or FO 0005**, under **DEFINITIONS**, the following definition is added:

“Vermin” means an animal of a type that is prone to enter or burrow into or under a structure to seek food or shelter, including but not limited to armadillos, bats, opossums, porcupines, raccoons, skunks, and snakes.
2. When this policy includes form **FO-1, FO-2, or FO-3, Increased Cost -- Ordinance or Law** under **INCIDENTAL PROPERTY COVERAGES**, in the applicable form, is deleted and replaced by the following:

Increased Cost -- Ordinance or Law --

 - a. Subject to the "terms" that follow, "we" pay for the increased cost which results from the enforcement of a code, ordinance, or law which regulates the use, construction, repair, or demolition of property or the removal of its debris when loss to property covered under Coverages A or B is caused by a peril insured against.
 - b. When the covered loss is not a total loss or a total constructive loss, "you" may apply up to 25% of the "limit" that applies to the damaged property to cover such increased costs. "We" will not pay more for direct physical loss to property and the increased costs combined than the "limit" that applies to the damaged property. However, when the covered loss plus the increased cost is more than the applicable "limit", "we" will pay up to an extra 5% of the applicable "limit" to cover the increased cost which results from the enforcement of a code, ordinance, or law which regulates the use, construction, repair, or demolition of property or the removal of its debris.
 - c. For all other covered losses, "we" will not pay more for direct physical loss to property and the increased costs combined than the "limit" that applies to the damaged property. However, when the covered loss plus the increased cost is more than the applicable "limit", "we" will pay up to an extra 5% of the applicable "limit" to cover the increased cost which results from the enforcement of a code, ordinance, or law which regulates the use, construction, repair, or demolition of property or the removal of its debris.

This coverage does not include costs to extract "pollutants" from land or water; or remove, restore, or replace polluted land or water.
3. The **LOSS SETTLEMENT PROVISIONS** in form **FO-6** are amended as follows. When this policy includes **FO-1, FO-2, FO-3, FO-4, and/or FO 0005**, the **LOSS SETTLEMENT PROVISIONS** are also amended as follows:
 - a. All references to the cost to repair or replace the property are changed to refer to the cost to repair or replace the lost or damaged part of the property; and
 - b. All references to the actual cash value at the time of the loss and the actual cash value of the property at the time of loss are changed to refer to the actual cash value of the lost or damaged part of the property at the time of loss.
4. When this policy includes form **FO 0005**, the "terms" that apply to **Lock and Garage Door Transmitter Replacement** under **INCIDENTAL PROPERTY COVERAGES** in that form are amended to delete the requirement that "you" notify "us" in writing within 72 hours of discovering the loss.

5. If this policy contains provisions which cover loss caused by Vandalism, Glass Breakage, Sprinkler Leakage, or the Accidental Discharge or Overflow of Liquids or Steam, any reference to 30 days within the "terms" of those provisions is deleted and replaced with 60 days.

6. Under **ADDITIONAL POLICY CONDITIONS APPLICABLE TO ALL COVERAGES** in form **FO-20, Cancellation and Nonrenewal** is deleted and replaced by the following:

Cancellation and Nonrenewal -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at the address shown on the "declarations". If the notice is mailed, it will be by first class mail. Proof of delivery or mailing is sufficient proof of notice.

If this policy has been in effect less than 60 days, "we" may cancel for any reason.

If this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel or not renew only at the anniversary date unless:

- a. the premium has not been paid when due;
- b. the policy has been obtained through material misrepresentation;
- c. there has been a substantial change in the risk assumed that "we" could not have reasonably foreseen or contemplated in writing the policy; or
- d. there have been substantial breaches of contractual duties, conditions, or warranties.

If "we" cancel this policy, "we" will give "you" notice at least ten days before cancellation is effective.

If "we" cancel or nonrenew this policy at the anniversary date, "we" will give "you" at least 60 days advance notice.

"Our" notice will include the reason or reasons for the cancellation or nonrenewal.

"Your" return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

7. Under **ADDITIONAL POLICY CONDITIONS APPLICABLE TO ALL COVERAGES** in form **FO-20, Change, Modification, or Waiver of Policy Terms** is amended to include the following:

Knowledge by "our" authorized agent of material facts pertaining to this insurance is considered knowledge by "us".

"Your" failure to perform an act required under the policy will not affect "our" duties under this policy if the failure was caused by an act, statement, representation, or omission by "our" authorized agent.

8. Under **ADDITIONAL POLICY CONDITIONS APPLICABLE TO ALL COVERAGES** in form **FO-20**, the following condition is added:

Renewal -- If "we" decide to renew or amend this policy at the anniversary date with "terms" less favorable to "you" or at a higher premium, "we" will give "you" notice of the altered "terms" or premium increase at least 60 days prior to the renewal or anniversary date. "Our" notice will be delivered or mailed by first class mail.

A notice is not needed if the premium increase:

- a. is less than 25% and generally applicable to the class of business to which this policy belongs; or
- b. results 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 units of exposure or increased coverage.

9. Under **GENERAL EXCLUSIONS** in form **FO-20** and **EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES** in Form **FO 0005, Intentional Acts** is amended to include the following:

However, if a loss results from an act of, or pattern of, abuse or domestic abuse committed by or at the direction of an "insured", this exclusion will not apply to an otherwise covered loss suffered by another "insured", provided:

- a. the other "insured" did not cooperate in or contribute to the creation of the loss or damage; and
- b. the person who committed the act is criminally prosecuted.

"Our" payment will be limited to the claimant's insurable interest less payments made to a mortgagee or other party with a legal secured interest in the property. "We" retain all rights set forth in the Subrogation condition of this policy with regard to action against the perpetrator of the act that caused the loss.

10. Under **WHAT YOU MUST DO IN CASE OF LOSS** in form **FO-20, Notice**, item a.1) is deleted and replaced by the following:

- 1) give "us" or "our" agent notice as soon as reasonably possible. ("We" may request written notice);

11. Under **WHAT YOU MUST DO IN CASE OF LOSS** in form **FO-20**, the following introduction is added:

The following duties apply when there is loss to covered property. These duties must be performed by "you", "your" representative, or an "insured" seeking coverage, or the representative of an "insured" seeking coverage.

"We" are not obligated to provide the coverages described in this policy if these duties are not performed.

12. Under **HOW MUCH WE PAY FOR LOSS OR CLAIM** in form **FO-20**, the following is added:

Total Loss, Owner Occupied Dwelling Property -- The following provision applies only to covered real property located in Wisconsin that is owned and occupied by "you" primarily as a dwelling. However, this provision does not apply to a dwelling under

construction unless the property is completed and is occupied by "you" as a dwelling.

In the event of a total loss to a covered dwelling caused by a peril insured against, the "limit" applicable to that dwelling represents its value.

13. Under **OTHER CONDITIONS** in form **FO-20, Misrepresentation, Concealment, or Fraud** is deleted and replaced by the following:

Misrepresentation, Concealment, or Fraud --

- a. This coverage is void as to "you" and any other "insured" if before or after a loss:

- 1) "you" or any "insured" has willfully concealed or misrepresented:

- a) a material fact or circumstance that relates to this insurance or the subject thereof; or
- b) the "insured's" interest herein; or

- 2) there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.

- b. No misrepresentation or breach of affirmative warranty constitutes grounds for voiding coverage or otherwise affects "our" obligation under this coverage unless "you" or any other "insured" who has misrepresented a material fact or circumstance knew or should have known that the representation was false, and:

- 1) "we" rely on the misrepresentation or breach of affirmative warranty, and it is either material or it is made with intent to deceive; or
- 2) the fact misrepresented or falsely warranted contributes to the loss.

- c. No failure of a condition prior to a loss and no breach of promissory warranty constitutes grounds for voiding coverage unless it exists at the time of the loss and:

- 1) increases the risk at the time of the loss; or
- 2) contributes to the loss.

This does not apply to nonpayment of premium.

14. Under **OTHER CONDITIONS** in form **FO-20**, **Subrogation** is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

15. Under **OTHER CONDITIONS** in form **FO-20**, **Suit Against Us** is deleted and replaced with the following:

Suit Against Us – No suit may be brought against "us" unless all the "terms" of this policy have been complied with and the suit is brought within one year after the loss.

When this policy includes Form **GL-2**, the following provisions apply:

16. Under **DEFINITIONS** in form **GL-2**, definition 15. "Pollutant" is deleted and replaced by the following:

15. "Pollutant" means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, asbestos, oil, gasoline, diesel, kerosene, heating oil, any other type of petroleum or bio based products, lead or lead based products, fumes, smoke, soot, vapor, and waste. Waste includes, but is not limited to animal waste, manure, urine or general remains after death, including but not limited to whole carcasses. Waste also includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of.
- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.

17. Under **PRINCIPAL COVERAGES** in form **GL-2**, **Coverage L -- Liability** is deleted and replaced by the following:

Coverage L – Liability – "We" pay, up to "our" "limit", all sums for which an "insured" is liable by law because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies. "We" will defend a suit seeking damages if the suit resulted from "bodily injury" or "property damage" not excluded under this coverage. "We" may make investigations and settle claims or suits that "we" decide are appropriate.

"WE" DO NOT HAVE TO PROVIDE A DEFENSE AFTER "WE" HAVE PAID AN AMOUNT EQUAL TO "OUR" "LIMIT" AS A RESULT OF A JUDGMENT, OR AFTER SUCH "LIMIT" OF THE COMPANY'S LIABILITY HAS BEEN TENDERED FOR SETTLEMENT.

18. Under **EXCLUSIONS** in form **GL-2**, **Exclusions That Apply to Coverages L and M**, exclusion j. is deleted and replaced by the following:

- j. any liability of anyone who is an "insured" under this policy for "bodily injury" or "property damage" that is:

- 1) expected by, directed by, or intended by any "insured";
- 2) the result of a criminal act of any "insured"; or
- 3) the result of an intentional and malicious act by or at the direction of any "insured".

There is no coverage for anyone who is an "insured" under this policy for any "bodily injury" or "property damage" arising out of any of the acts described in 1), 2), or 3) above regardless of the theory of relief pursued, asserted, or claimed against the person or entity seeking coverage under this policy.

This exclusion applies even if the "bodily injury" or "property damage" that occurs is different than what was expected, directed, or intended or is suffered by persons, entities, or property not expected, directed, or intended.

However, this exclusion does not apply to "bodily injury" or "property damage" that arises out of the use of reasonable force by an "insured" to protect people or property.

19. Under **EXCLUSIONS** in form **GL-2**, **Additional Exclusions That Apply Only to Coverage L**, the following is added:

- i. "bodily injury" to any "insured" as defined in the policy or any amendment attached to the policy.

20. Under **CONDITIONS** in form **GL-2**, **Misrepresentation, Concealment, or Fraud** is deleted and replaced by the following: **Misrepresentation, Concealment, or Fraud --**

- a. This coverage is void as to "you" and any other "insured" if, before or after a loss:

- 1) "you" or any other "insured" has willfully concealed or misrepresented:
 - a) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - b) the "insured's" interest herein; or
- 2) there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.

- b. No misrepresentation or breach of affirmative warranty constitutes grounds for voiding coverage or otherwise affects "our" obligation under this coverage unless "you" or any other "insured" who has misrepresented a material fact or circumstance knew or should have known that the representation was false, and:

- 1) "we" rely on the misrepresentation or breach of affirmative warranty, and it is either material or it is made with intent to deceive; or
- 2) the fact misrepresented or falsely warranted contributes to the loss.

- c. No failure of a condition prior to a loss and no breach of promissory warranty constitutes grounds for voiding coverage unless it exists at the time of the loss, and:

- 1) increases the risk at the time of the loss; or
- 2) contributes to the loss.

This does not apply to nonpayment of premium.

21. Under **CONDITIONS** in form **GL-2**, **Subrogation** is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

22. Under **CONDITIONS** in form **GL-2**, **Suit Against Us** is deleted and replaced by the following:

Suit Against Us -- No suit may be brought against "us" unless all the "terms" of this coverage have been complied with.

When this policy includes Form **GL-610**, the following provisions apply:

23. Under **DEFINITIONS** in form **GL-610**, definition 13. "Pollutant" is deleted and replaced by the following:

13. "Pollutant" means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, asbestos, oil, gasoline, diesel, kerosene, heating oil, any other type of petroleum or bio based products, lead or lead based products, fumes, smoke, soot, vapor, and waste. Waste includes, but is not limited to animal waste, manure, urine or general remains after death, including but not limited to whole carcasses. Waste also includes materials to be recycled, reclaimed,

- or reconditioned, as well as disposed of.
- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
24. Under **DEFENSE COVERAGE** in form **GL-610**, item 2. is deleted and replaced by the following:
2. **“WE” DO NOT HAVE TO PROVIDE A DEFENSE AFTER “WE” HAVE PAID AN AMOUNT EQUAL TO “OUR” “LIMIT” AS A RESULT OF A JUDGMENT, OR AFTER SUCH “LIMIT” OF THE COMPANY’S LIABILITY HAS BEEN TENDERED FOR SETTLEMENT.**

25. Under **EXCLUSIONS** in form **GL-610**, **EXCLUSIONS THAT APPLY TO BODILY INJURY AND/OR PROPERTY DAMAGE**, the exclusion 1. is deleted and replaced by the following:
1. “We” do not pay for any liability of anyone who is an “insured” under this policy for “bodily injury” or “property damage” that is:
- expected by, directed by, or intended by any “insured”;
 - the result of a criminal act of any “insured”; or
 - the result of an intentional and malicious act by or at the direction of any “insured”.

There is no coverage for anyone who is an “insured” under this policy for any “bodily injury” or “property damage” arising out of any of the acts described in a., b., or c. above regardless of the theory of relief pursued, asserted, or claimed against the person or entity seeking coverage under this policy.

This exclusion applies even if the “bodily injury” or “property damage” that occurs is different than what was expected, directed, or intended or is suffered by persons, entities, or property not expected, directed, or intended.

However, this exclusion does not apply to “bodily injury” or “property damage” that arises out of the use of reasonable force by an “insured” to protect people or property.

26. Under **EXCLUSIONS** in form **GL-610**, **EXCLUSIONS THAT APPLY TO BODILY INJURY AND/OR PROPERTY DAMAGE**, the following exclusion is added:
- “We” do not pay for “bodily injury” to any “insured” as defined in the policy or any amendment attached to the policy.
27. Under **CONDITIONS** in form **GL-610**, **Misrepresentation, Concealment, or Fraud** is deleted and replaced by the following:

Misrepresentation, Concealment, or Fraud --

- This coverage is void as to “you” and any other “insured” if, before or after a loss:
 - “you” or any other “insured” has willfully concealed or misrepresented:
 - a material fact or circumstance that relates to this insurance or the subject thereof; or
 - the “insured’s” interest herein; or
 - there has been fraud or false swearing by “you” or any other “insured” with regard to a matter that relates to this insurance or the subject thereof.
- No misrepresentation or breach of affirmative warranty constitutes grounds for voiding coverage or otherwise affects “our” obligation under this coverage unless “you” or any other “insured” who has misrepresented a material fact or circumstance knew or should have known that the representation was false, and:
 - “we” rely on the misrepresentation or breach of affirmative warranty, and it is either material or it is made with intent to deceive; or

- 2) the fact misrepresented or falsely warranted contributes to the loss.
- c. No failure of a condition prior to a loss and no breach of promissory warranty constitutes grounds for voiding coverage unless it exists at the time of the loss, and:
- 1) increases the risk at the time of the loss; or
 - 2) contributes to the loss.

This does not apply to nonpayment of premium.

28. Under **CONDITIONS** in form **GL-610, Subrogation** is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

29. Under **CONDITIONS** in form **GL-610, Suit Against Us** is deleted and replaced by the following:

Suit Against Us -- No suit may be brought against "us" unless all the "terms" of this coverage have been complied with.