

## AMENDATORY ENDORSEMENT WISCONSIN

1. Under Definitions, the definition of "actual cash value" is deleted and replaced by the following:

"Actual Cash Value" means the cost to repair or replace using materials of like kind and quality, to the extent practical, less a deduction for depreciation, however caused.

Any deduction for depreciation shall also be applicable to labor and materials.

2. Under Property Coverages, Principal Property Coverages, Coverage B -- Related Private Structures, is amended to include the following under item c.:

6) barns or other structures designed or used for farming.

3. Under Property Coverages, Incidental Property Coverages, Fire Department Service Charge, the second paragraph is deleted.

4. In all forms except form HO 0008, under Property Coverages, Incidental Property Coverages, Increased Cost -- Ordinance Or Law is amended to include the following:

The coverage provided by this Incidental Property Coverage is in addition to and does not reduce any similar coverage provided elsewhere in this policy.

5. Under Property Coverages, Incidental Property Coverages, Trees, Plants, Shrubs, Or Lawns, is amended to include the following:

"We" do not cover trees, plants, shrubs, or portions of lawns located more than 250 feet from the primary residence on the "insured premises".

6. (Does not apply when an endorsement entitled Additional Limits -- Coverages A, B, C, And D is attached to this policy) Under Property Coverages, Exclusions That Apply To Property Coverages, Ordinance Or Law is amended to include the following:

Exception to 1) above -- The exclusion set forth in 1) above does not apply with respect to a total or constructive total loss to covered real property caused by a Peril Insured Against without criminal fault on the part of an "insured" or an "insured's" assignees, provided that such real property:

- a) is located in Wisconsin;
- b) is owned and occupied by "you" primarily as a dwelling;
- c) is not under construction, unless the property is completed and is occupied by "you" as a dwelling; and
- d) is not a related private structure or an outbuilding.

Any loss settlement provision stating that it does not include any increased cost that results from the enforcement of a code, ordinance, or law does not apply to the extent that coverage for such increased cost is provided under this exception to the exclusion set forth in 1) above. However, "we" will not pay more for direct physical loss to the property and the increased cost combined than the "limit" that applies to the damaged property.

7. Under Property Coverages, Exclusions That Apply To Property Coverages, Intentional Acts is amended to include the following:

However, if a loss results from an act or pattern of abuse or domestic abuse committed by or at the direction of an "insured", this exclusion does 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; and
- b. the person who committed the act is criminally prosecuted for the act.

Subject to the "terms" under How Much We Pay For Loss Or Occurrence and all other "terms" of this policy, "our" payment to an "insured" who did not cooperate in or

contribute to the creation of the loss may be limited to that person's insurable interest in the property, less any payment made to a mortgagee or other party with a legal secured interest in the property.

8. Under Liability Coverages, Incidental Liability Coverages, Motorized Vehicles, item b. is deleted and replaced by the following:

b. The coverage described in a. above applies only to a "motorized vehicle" that, at the time of the "occurrence", is not:

- 1) registered for use on public roads;
- 2) being used in, or in the practice or the preparation for, a prearranged or organized racing, speed, pulling or pushing, demolition, or stunt activity or contest;
- 3) being rented to others;
- 4) being used to carry people or cargo for a fee; or
- 5) being used for any "business" purpose, except a motorized golf cart while on a golfing establishment.

9. Under Liability Coverages, Incidental Liability Coverages, Watercraft, item a.3) sub part b) is deleted and replaced by the following:

b) one or more outboard engines or motors regardless of horsepower rating.

10. Under What Must Be Done In Case Of Loss Or Occurrence, Property Coverages, Notice, the first paragraph is deleted and replaced by the following:

**Notice** -- Notice must be given to "us" or "our" agent as soon as reasonably possible. "We" may request written notice.

11. Under How Much We Pay For Loss Or Occurrence, Property Coverages is amended to include the following:

**Total Loss** -- In the event of a total loss to covered real property caused by a Peril Insured Against without criminal fault on the part of an "insured" or an "insured's" assignees, the "limit" applicable to that property represents the amount of the loss.

This applies only to real property that is located in Wisconsin and is owned and occupied by "you" primarily as a dwelling.

However, it does not apply to:

- 1) real property that is under construction unless the property is completed and is occupied by "you" as a dwelling; or
- 2) related private structures or outbuildings.

Real property partially destroyed by a Peril Insured Against that is ordered to be completely destroyed as a result of a fire ordinance or similar law is considered a total loss for the purposes of this provision.

12. Under Payment Of Loss, Property Coverages, item a. is deleted and replaced by the following:

a. Except as provided in Damage To Personal Property Of Others, "we" adjust each loss with "you". "We" pay a covered loss within 30 days after an acceptable proof of loss is received and:

- 1) "we" reach an agreement with "you";
- 2) there is an entry of a final judgment; or
- 3) there is a filing of an appraisal award with "us".

Payment is made to "you" unless a loss payee or some other person or entity is named in the policy or is legally entitled to receive payment.

13. Under Policy Conditions, Conditions Applicable To All Coverages, Cancellation And Nonrenewal is deleted and replaced by the following:

**Cancellation And Nonrenewal**

a. "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.

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

c. If this policy has been in effect for less than 60 days, "we" may cancel for any reason. "We" will give "you" notice at least 10 days before the cancellation is effective.

- d. If this policy has been in effect for 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel only at the anniversary date unless:
- 1) the premium has not been paid when due;
  - 2) there has been a material misrepresentation;
  - 3) there has been a substantial change in the risk assumed, except to the extent that "we" should reasonably have foreseen the change or contemplated the risk in writing the policy; or
  - 4) there has been a substantial breach of a contractual duty, condition, or warranty.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least 10 days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days before the cancellation is effective.

If this policy has been written for a term of longer than one (1) year, or for an indefinite term, and is cancelled at the anniversary date for any reason other than reasons 1) through 4) above, "we" will give "you" notice at least 60 days before the cancellation is effective.

"Our" notice will state the reason for the cancellation.

- e. "Your" return premium, if any, will be calculated on a pro rata basis and will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.
- f. If "we" decide not to renew this policy, "we" will give "you" notice at least 60 days before the nonrenewal is effective. "Our" notice will state the reason for the nonrenewal.
14. Under Policy Conditions, Conditions Applicable To All Coverages, Misrepresentation, Concealment, Or Fraud is amended to include the following:

No misrepresentation that is made by an "insured" affects "our" obligations under the policy unless such "insured" knew or should have known that the representation was false, and:

- a. "we" rely on the misrepresentation and it is either material or it is made with intent to deceive; or
- b. the fact misrepresented contributes to the loss.

15. Under Policy Conditions, Conditions Applicable To All Coverages, Subrogation is amended to include the following:

An innocent "insured" who is the subject of abuse or domestic abuse by another "insured" cannot waive his or her right to recover. "We" retain all rights set forth by this Subrogation condition with regard to "our" right to recover, up to the amount "we" pay, for loss caused by an act of abuse or domestic abuse.

If rights of recovery have been assigned to "us" and "we" recover from another party, "we" will make an "insured" whole before recovering for "our" loss.

16. Under Policy Conditions, Conditions Applicable To All Coverages is amended to include the following:

**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. Proof of delivery or mailing is sufficient proof of notice.

However, notice is not required if "we" renew this policy at a higher premium and the increase in premium:

- a. is less than 25% and is generally applicable to the class of business to which this policy belongs; or

- b. 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 units of exposure or increased policy coverage.

17. Under Policy Conditions, Conditions Applicable To All Coverages is amended to include the following:

**Failure To Comply With A Policy**

**Condition** -- No failure to comply with a condition prior to the loss and no breach of a promissory warranty affects "our" obligations under the policy unless it exists at the time of the loss and:

- a. increases the risk at the time of the loss;  
or
- b. contributes to the loss.

However, this does not apply to nonpayment of premium.

18. Under Policy Conditions, Conditions Applicable To All Coverages is amended to include the following:

**Deferred Premium Payment Plan** -- If this policy is issued for more than one year, the premium will be computed annually based on "our" rates or premiums in effect at the beginning of each year of the policy.

19. Under Policy Conditions, Conditions Applicable To Property Coverages Only, Suit Against Us is deleted and replaced by the following:

**Suit Against Us** -- No suit may be brought against "us" unless all of the "terms" that apply to the Property Coverages have been complied with and the suit is brought within one year after the loss.

If a law of the state where the "described location" is located makes this time period invalid, the suit must be brought within the time period allowed by the law.

20. Under Policy Conditions, Conditions Applicable To Liability Coverages Only, Suit Against Us is deleted