

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – WISCONSIN

GENERAL EXCLUSIONS

1. Ordinance Or Law

With respect to owner-occupied dwellings for both total and constructive total losses to the dwelling building only, Exclusion **1.a.** in Form **DP 00 02** does not apply. (This is Exclusion **A.1.a.** in Forms **DP 00 01** and **DP 00 03.**)

8. Intentional Loss is deleted and replaced by the following:

8. Intentional Loss

Intentional Loss, meaning any loss arising out of any act, you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

This exclusion only applies to a person insured under this policy who commits or conspires to commit an act with the intent to cause a loss.

(This is Paragraph **A.8.** in Form **DP 00 01** and **DP 00 03.**)

CONDITIONS

C. Concealment Or Fraud is deleted and replaced by the following:

C. Concealment Or Fraud

We provide coverage to no persons insured under this policy if, whether before or after a loss, one or more persons insured under this policy:

1. Concealed or misrepresented any fact upon which we rely, and that concealment or misrepresentation either is material and made with intent to deceive; or
2. Concealed or misrepresented any fact and the fact misrepresented contributes to the loss.

D. Duties After Loss

Paragraph **1.** is deleted and replaced by the following:

1. Give notice as soon as reasonably possible to us or our agent;

I. Subrogation

The first paragraph is deleted and replaced by the following:

I. Subrogation

You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights or recovery for a loss to the extent that payment is made by us. However, we are entitled to a recovery only after the insured person has been fully compensated for damages.

(This is Condition **J.** in Form **DP 00 01.**)

J. Suit Against Us is deleted and replaced by the following:

J. Suit Against Us

An action against us must be commenced within one year after the date of loss.

(This is Condition **K.** in Form **DP 00 01.**)

L. Loss Payment is deleted and replaced by the following:

L. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your proof of loss and:

1. Reach agreement with you; or
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

(This is Condition **M.** in Form **DP 00 01.**)

P. Cancellation

Paragraph **2.** is deleted and replaced by the following:

2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation;
 - (2) If the risk has changed substantially since the policy was issued, except to the extent that the insurer should reasonably have foreseen the change or contemplated the risk in writing the policy; or
 - (3) In the event there has been a substantial breach of a contractual duty, condition or warranty.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- d. With respect to a policy written for a period of more than one year or for an indefinite term: In addition to our right to cancel as provided in **2.a.**, **b.** and **c.**, we may cancel for any reason at anniversary by letting you know at least 60 days before the date cancellation takes effect.

(This is Condition **Q.** in Form **DP 00 01.**)

Item **Q. Nonrenewal** is deleted and replaced by the following:

Q. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice, including our reason for non-renewal, at least 60 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

(This is Condition **R.** in Form **DP 00 01.**)

The following Conditions are added:

Z. Knowledge And Acts Of Agents

Knowledge by our agent of any act which breaches a condition of this policy will be knowledge to us if such fact:

1. Is known by the agent at the time the policy is issued or any application made; or
2. Thereafter becomes known to the agent.

Any fact which:

- a. Breaches a condition of this policy, and
- b. Is known to the agent prior to loss

will not void this policy or defeat a recovery in the event of loss.

(This is Condition **AA.** in Form **DP 00 01.**)

AA.Conformity To Statute 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. Ann. Section 227.11(2) and published in the Wisconsin Administrative Code.

(This is Condition **AB.** in Form **DP 00 01.**)

AB.Failure To Comply With A Condition

No failure to comply with a policy condition before the loss and no breach of a promissory warranty affects our obligations under this policy unless such failure or breach exists at the time of loss and either:

1. Increases the risk at the time of loss; or
2. Contributes to the loss.

This does not apply to failure to tender payment of premium.

(This is Condition **AC.** in Form **DP 00 01.**)

All other provisions of this policy apply.