

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – WISCONSIN

DEFINITIONS

7. "Motor vehicle" is deleted and replaced by the following:
7. "Motor vehicle" means:
- A self-propelled land or amphibious vehicle, whether or not it is operated on rails, skis, sleds, tracks, or treads; or
 - Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

SECTION I – EXCLUSIONS

1. Ordinance Or Law

With respect to Forms **HO 00 02**, **HO 00 03**, **HO 00 05**, **HO 00 06** and **HO 00 08** for both total and constructive total losses to the dwelling building only, Exclusion **1a.** in Forms **HO 00 02**, **HO 00 06** and **HO 00 08** and **A.1.a.** in Forms **HO 00 03** and **HO 00 05** does not apply.

- 8 Intentional Loss** is deleted and replaced by the following:

8. Intentional Loss

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

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

SECTION I – CONDITIONS

B. Your Duties After Loss

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

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

F. Other Insurance And Service Agreement

The following is added to Paragraph **2.:**

If both this insurance and the service agreement are excess, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance. For the purposes of this provision, the amount payable under the service agreement is to be considered when determining the total amount of insurance.

- I. Loss Payment** is deleted and replaced by the following:

I. 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:

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

- Q. Concealment Or Fraud** is deleted and replaced by the following:

Q. Concealment Or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

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

(This is Condition **P.** in Form **HO 00 04.**)

SECTION II – CONDITIONS

- F. Suit Against Us** is deleted and does not apply in Wisconsin

- J. Concealment Or Fraud** is deleted and replaced by the following:

J. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

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

SECTION I AND II – CONDITIONS

C 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. 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 **2a.**, **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.

D. Nonrenewal is deleted and replaced by the following:

D. 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 nonrenewal, at least 60 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

F. Subrogation

The first paragraph is deleted and replaced by the following:

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

The following conditions are added:

H. 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:

1. Breaches a condition of this policy; and
 2. Is known to the agent prior to loss;
- will not defeat a recovery in the event of loss.

I. 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.

J. 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:

- a. Increases the risk at the time of loss; or
- b. Contributes to the loss.

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

All other provisions of this policy apply.