

WISCONSIN  
AMENDATORY ENDORSEMENT

This endorsement, effective \_\_\_\_\_ forms a part of

policy no.: \_\_\_\_\_ issued to

by:

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In compliance with the Insurance Regulations of the State of Wisconsin the following provisions are hereby added to the policy.

In the event a similar provision is already contained in the policy, the provisions of this endorsement take precedence over such similar provisions.

No action shall lie against the Insurer unless, as a condition precedent thereto all the terms of this policy, shall have been fully complied with. Any person or organization or the legal representative thereof shall thereafter be entitled to recover under the policy to the extent of the insurance afforded by this policy.

The terms of this policy shall not be changed except by endorsement issued to form a part of this policy, signed by a duly authorized agent of the Insurer. Notice given by or on behalf of the named Insured to any authorized agent of the Insurer with particulars sufficient to identify the policy is notice to the Insurer.

Knowledge by an agent of the Insurer of any fact which breaches a condition of the policy shall be knowledge of the Insurer if such fact is known to the agent at the time the policy is issued or an application made or thereafter becomes known to the agent in the course of his dealings as an agent with the named Insured. Any fact which breaches a condition of the policy and is known to the agent prior to the loss shall not void the policy or defeat a recovery thereon in the event of loss.

By acceptance of this policy the named Insured and Other Insured(s) agree that the statements in the application and the declarations, and in any subsequent notice relating to this insurance are their agreements and representations, that this policy is issued and continued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the named Insured, Other Insured(s) and the Insurer or any of its agents relating to this insurance.

No misrepresentation or breach of affirmative warranty made by, or on behalf of, the named Insured or Other Insured(s) in the negotiation of this policy affects the Insurer's obligation under this policy unless the Insurer relies on it or it is made with intent to deceive, or unless the facts misrepresented or falsely warranted contribute to the loss. No failure of a condition prior to the loss and no breach of a promissory warranty affects the Insurer's obligation under this policy unless it exists at the time of the loss and either increases the risk at the time of loss or contributes to the loss. The provisions of this condition do not apply to failure to render payment of premium.

For liability policies only, bankruptcy or insolvency of the insured shall not diminish the liability of the Insurer to third parties, and if execution against the Insured is returned unsatisfied, an action may be maintained against the Insurer to the extent that the liability is covered by the policy.

#### CANCELLATION AND NONRENEWAL

1. This policy may be cancelled by the named Insured at any time by written notice or by surrender of this policy to the Insurer or any of its authorized representatives stating when thereafter such cancellation shall be effective.
2. New policies in effect for less than sixty (60) days and any policy for which the premium has not been paid when due, may be cancelled by the Insurer by mailing or delivering written notice to the named Insured, stating when not less than ten (10) days thereafter, such cancellation shall be effective.
3. Other than for non-payment of premium, insurance under this policy which has been in effect for sixty (60) days or more may be cancelled by the Insurer prior to expiration of the policy term only for one of the following specified reasons:
  - a. Material misrepresentation;
  - b. Substantial change in the risk assumed, except that the Insurer should reasonably have foreseen the change or contemplated the risk in writing the policy; or
  - c. Substantial breaches of contractual duties, conditions or warranties.

Such cancellation may be made by mailing or delivering to the named Insured written notice stating when, or not less than ten (10) days thereafter, such cancellation shall be effective.

4. If the Insurer elects not to renew this policy for any reason other than nonpayment of premium, it shall mail or deliver to the named Insured, at the address shown in this policy, written notice of such nonrenewal not less than sixty (60) days prior to the expiration date.

Notwithstanding the failure of the Insurer to comply with the foregoing provision, this policy shall terminate:

- a. On such expiration date if:
  1. the named Insured has notified the Insurer or its agent that he does not wish this policy to be renewed; or
  2. if the Insurer has mailed notice of renewal premium due to the named Insured not more than seventy five (75) days and not less than ten (10) days prior to the expiration date, stating clearly that the policy will terminate on the expiration date if the named Insured has failed to pay the renewal premium by such expiration date;
- b. On the effective date of any other insurance policy issued as a replacement for any insurance to which both such policies apply.

5. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by the Insurer shall be equivalent to mailing.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE