

WISCONSIN AMENDATORY ENDORSEMENT

The terms of the policy apply except as changed by this **endorsement**.

DEFINITIONS

Actual cash value is deleted and replaced by the following:

Actual cash value.

- a. This means the value of the covered damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property:
 - (1) based on **current construction** costs for property covered under Coverage A – Dwelling and Coverage B – Other **Structures**; or
 - (2) with an item of like kind and quality for property covered under Coverage C – Personal Property;
less a deduction to account for depreciation.
- b. In calculating the **actual cash value**, the components of this estimated cost that are subject to depreciation include, but are not limited to:
 - (1) materials, permits, and any applicable tax;
 - (2) labor, overhead and profit, unless prohibited by the state law of the **insured location**; and
 - (3) any other cost related to repairing or replacing the property.
- c. Depreciation refers to the decrease in the value of the covered damaged part of the property due to, but not limited to, such considerations as:
 - (1) age;
 - (2) condition, including wear and tear or deterioration;
 - (3) remaining useful life; and

(4) obsolescence.

- d. The **actual cash value** of the lost or damaged property may be significantly less than its replacement cost.

Limit is deleted and replaced by the following:

Limit. This means the maximum dollar amount of insurance provided by this policy for a coverage, as shown in the **Declarations** or as otherwise specified in the policy.

The following Definitions are added:

Low-speed residential maintenance vehicle means:

- a. a riding lawn mower, lawn or garden tractor, snow removal vehicle, or work utility vehicle; or
- b. other type of motor- or engine-propelled land vehicle;
that is not designed for use on public roads, is powered by no more than 50 horsepower or 37 kilowatts, and is capable of going no more than 35 miles per hour.

Metal siding surface. This means the protective metal material and metal corner trim attached to the exterior side of a wall of a building.

SECTION I - PROPERTY COVERAGE

When this **endorsement** amends a:

- Homeowners Form or Manufactured Homeowners Form, under item C.;
- Condominium Unit-Owners Form, under item B.; or
- Renters Form, under item A.;

Coverage C – Personal Property

Paragraph 4.a. is deleted and replaced by the following:

- a. \$300 is the total **limit** for physical audio and video media while in or upon any vehicle or watercraft.

Paragraph 6.c.(1) is deleted and replaced by the following:

- (1) a motor- or engine-propelled land vehicle that is not designed for use on public roads and is:
 - (a) designed and used to assist the handicapped;
 - (b) a scale model not capable of carrying any cargo or a person;

- (c) an electric motor-propelled child's riding toy capable of going no more than 20 miles per hour;

- (d) a **low-speed residential maintenance vehicle** designed and used primarily to service the **residence premises**.

Paragraph 6.f. is deleted and replaced by the following:

- f. digitally stored property of any type including but not limited to data, documents, publications, apparel, art, music, videos, interactive media, or images. However, **we** do cover the physical commercially prerecorded audio and video media storage devices including discs, films, records, cards, and tapes readily available on the current market.

The following is added to paragraph 6.:

virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency, or any other type of electronic currency.

The following is added to Coverage D - Loss Of Use:
No deductible applies to this Coverage.

SECTION I - PERILS

Breakage of Glass is deleted and replaced by the following:

Breakage Of Glass.

This Peril means loss to property caused by breakage

of glass that is part of a building on the **residence premises**. This Peril does not cover any loss if **your** dwelling has been **uninhabited** for more than 60 consecutive days before the loss.

SECTION I - EXCLUSIONS

The following is added to the Intentional Act Exclusion:

However, this exclusion does not apply to an **insured** for a claim based on property loss or damage resulting from an act, or pattern, of abuse or domestic abuse if:

- a. that **insured** did not cooperate in or contribute to the creation of the loss or damage; and
- b. the person who committed the act or acts that caused the loss or damage is criminally prosecuted for the act or acts.

Any payment made by **us** to an innocent **insured** will be limited to that **insured's** ownership interest in the property, reduced by payments made to a mortgagee or other holder of a secured interest in the property.

In no event will **we** pay more than the **limit**.

The Pollution Exclusion is deleted and replaced by the following:

Pollution.

- a. This means any actual, alleged, or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry, or migration of any **pollutant** from any source and any cost except as in Section I – Additional Coverage.

- b. This includes any cost or expense to:

- (1) abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of; or
- (2) in any way respond to, or assess the effects of; any **pollutant** from any source.

Theft While **Uninhabited** is deleted and replaced by the following:

Theft While **Uninhabited**.

This Exclusion applies when **your** dwelling has been **uninhabited** for more than 60 consecutive days before the loss.

Subpart b.(1) of Vandalism or Malicious Mischief is deleted and replaced by the following:

- b. This Exclusion applies when:

- (1) **your** dwelling has been **uninhabited** for more than 60 consecutive days before the loss; or

SECTION I - ADDITIONAL COVERAGE

When this **endorsement** amends a Homeowners Form or Manufactured Homeowners Form, paragraph 10.b., (paragraph 11.b. for Manufactured Homeowners Form) Outdoor Trees, Shrubs, Lawn, And Other Plants is deleted and replaced by the following:

- b. **We** also pay for the reasonable and necessary expense **you** incur to remove the debris of any fallen tree from the **residence premises** when:

- (1) such tree:
 - (a) causes damage to a covered building;
 - (b) blocks a driveway in such a way that a car or truck can not enter or leave the **residence premises**; or
 - (c) blocks a ramp or device designed to assist handicapped people in such a way that a handicapped person can not enter or leave **your** dwelling;

and

- (2) the tree falls due to one of the following Perils:
 - (a) Windstorm Or Hail;
 - (b) Weight Of Ice, Snow, Or Sleet; or
 - (c) Falling Objects.

The **limit** to remove the debris of all fallen trees from the **residence premises** is \$1,000. The **limit** to remove the debris from any one fallen tree from the **residence premises** is \$500.

When this **endorsement** amends a Manufactured Homeowners Form, the following is added to paragraph 11.b., Outdoor Trees, Shrubs, Lawn, And Other Plants:

We may, at **our** option, include any owner of the land on which the **residence premises** is located as a loss payee on any payment under this

Coverage if the **residence premises** is located on land leased to **you**.

When this **endorsement** amends a Condominium Unit-Owners Form, paragraph 10.b., Outdoor Trees, Shrubs, Lawn, And Other Plants is deleted and replaced by the following:

- b. **We** also pay for the reasonable and necessary expense **you** incur to remove the debris of any fallen tree from the **residence premises** when:
- (1) such tree:
 - (a) causes damage to the **condo unit**;
 - (b) blocks a driveway in such a way that a car or truck can not enter or leave the **residence premises**; or
 - (c) blocks a ramp or device designed to assist handicapped people in such a way that a handicapped person can not enter or leave the **condo unit**;

and

- (2) the tree falls due to one of the following Perils:
 - (a) Windstorm Or Hail;
 - (b) Weight Of Ice, Snow, Or Sleet; or
 - (c) Falling Objects.

The **limit** to remove the debris of all fallen trees from the **residence premises** is \$1,000. The **limit** to remove the debris of any one fallen tree from the **residence premises** is \$500.

When this **endorsement** amends a Renters Form, paragraph 11.b., Outdoor Trees, Shrubs, Lawn, And Other Plants is deleted and replaced by the following:

- b. **We** also pay for the reasonable and necessary expense **you** incur to remove the debris of any fallen tree from the **residence premises** when:
- (1) such tree:
 - (a) causes damage to the **housing unit**;

- (b) blocks a driveway in such a way that a car or truck can not enter or leave the **residence premises**; or
- (c) blocks a ramp or device designed to assist handicapped people in such a way that a handicapped person can not enter or leave the **housing unit**;

and

- (2) the tree falls due to one of the following Perils:
 - (a) Windstorm Or Hail;
 - (b) Weight Of Ice, Snow, Or Sleet; or
 - (c) Falling Objects.

The **limit** to remove the debris of all fallen trees from the **residence premises** is \$1,000. The **limit** to remove the debris of any one fallen tree from the **residence premises** is \$500.

The following Additional Coverage is added:

Pollutant Testing.

- a. This means the cost for an initial inspection, test, sample, or analysis to determine the presence of any **pollutant** prior to the removal, replacement, or repair of damaged property. This Coverage only applies if **we** confirm that property damage is due to a loss covered under Section I of this policy.
- b. This does not mean any cost or expense to:
 - (1) abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of; or
 - (2) in any way respond to, or assess the effects of; any **pollutant**, regardless of whether it was identified by the inspection, test, sample, or analysis.

SECTION I - CONDITIONS

When this policy is a Condominium Unit-Owners Form, the following is added to paragraph g. of the Deductible Condition:

However, **we** will apply a deductible to any loss caused by earthquake, regardless of whether **you** or the **condo association** have purchased optional earthquake coverage.

Under Duties After A Loss, subpart a. is deleted and replaced by the following:

- a. give notice as soon as reasonably possible to **us** or **our** agent:

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

We will adjust all losses with **you**. **We** will make payment to **you** and any other party legally entitled to

receive payment subject to the terms of this policy. Loss will be payable 30 days after **we** receive a properly completed proof of loss and:

- a. **we** reach agreement with **you**; or
- b. there is an entry of a final judgment.

The following Condition is added:

Wisconsin Real Property Total Loss Provision.

When this policy is written to insure real property primarily used as a dwelling in Wisconsin, and in the event of a total or constructive total loss to the property without criminal fault on the part of any **insured** or any **insured's** assigns, **we** agree that the **limits** shown in the **Declarations** for Coverage A - Dwelling represent the total value of the dwelling.

However, this provision does not apply to:

- a. outbuildings not used as a dwelling;

- b. properties combining commercial and residential property; or

- c. real property under construction unless it has been completed and is occupied by the owner as a dwelling.

SECTION I - HOW **WE** SETTLE LOSSES

When this **endorsement** amends a Homeowners Form, Manufactured Homeowners Form, or Condominium Unit-Owners Form:

Paragraph A.8. (paragraph A.5. for Manufactured Homeowners Form and paragraph A.7. for Condominium Unit-Owners Form) is deleted and replaced by the following:

We will not pay for any damage caused by hail to any:

- a. **metal siding surface**;
- b. metal:
 - (1) gutter, downspout;
 - (2) window including their parts and accessories, window trim;
 - (3) door including their parts and accessories, door trim; or
 - (4) soffit, fascia, or eave;

unless:

- c. such metal component will no longer prevent water from entering the building; or
- d. the hail causes a distinct and evident actual hole or opening in any of the metal items in a. or b. above.

When this **endorsement** amends a Homeowners Form or Manufactured Homeowners Form:

The following paragraph under B. Loss Settlement For Roofing System Under Coverage A - Dwelling And Coverage B - Other Structures:

Roofing system means any type of roofing surface, underlayment, vent, flashing, ridge, valley, accessory, or trim. Roofing surface includes but is not limited to shingles, shakes, tiles, slates, panels, sheets, rolled materials, or any built-up surface. Roofing system does not include any eave, fascia, soffit, gutter, or downspout.

is deleted and replaced by the following:

Roofing system means any type of roofing surface, skylight, tubular skylight or similar device, underlayment, vent, flashing, ridge, valley, accessory, or trim. Roofing surface includes but is not limited to shingles, shakes, tiles, slates, panels, sheets, rolled materials, any built-up surface, paint, or any other coating that may be applied to the roofing surface

components. Roofing system does not include any gutter, downspout, soffit, fascia, or eave.

Paragraph B.3. is deleted.

Paragraph B.4. is deleted and replaced by the following:

4. **We** will not pay for any damage caused by hail to any metal roofing surface or any metal components of a roofing system unless such metal roofing surface or metal component of a roofing system:
 - a. will no longer prevent water from entering the building; or
 - b. must be removed in order to repair or replace the roofing surface.

When this **endorsement** amends a Homeowners Form, Manufactured Homeowners Form, Condominium Unit-Owners Form, or Renters Form, paragraph D.2.c.(3) (paragraph B.2.c.(3) for Condominium Unit-Owners Form and paragraph 2.c.(3) for Renters Form) is deleted and replaced by the following:

(3) physical audio and video media; or

When this endorsement amends a Homeowners Form, Condominium Unit-Owners Form, or Manufactured Homeowners Form, the following paragraph is deleted:

Loss Settlement For All Covered Property:

1. **We** will not pay to refinish, repair, or replace any undamaged property that does not match new materials used to refinish, repair, or replace damaged property. However, this will not apply if **we** determine that **we** can not make a reasonable match.

and is replaced by the following:

Loss Settlement For All Covered Property:

1. **We** will not pay to refinish, repair, or replace any undamaged property that does not match new materials used to refinish, repair, or replace damaged property.

SECTION II - EXCLUSIONS

Aggression is deleted and replaced by the following:

Aggression.

This includes any aggressive activity, harassment, or bullying by any **insured**, by any means.

The following is added to the **Fungi Or Bacteria** Exclusion:

This Exclusion only applies to claims under this section to the extent that such claims exceed \$50,000 per **occurrence**.

When this **endorsement** amends a Homeowners Form, Condominium Unit-Owners Form, or Renters Form, paragraph A.15.c.(5) Motor- Or Engine-Propelled Land Vehicle is deleted and replaced by the following:

- (5) a **low-speed residential maintenance vehicle** designed and used primarily to service the **residence premises**; or

When this **endorsement** amends a Manufactured Homeowners Form, paragraph A.16.c.(5) Motor- Or Engine-Propelled Land Vehicle is deleted and replaced by the following:

- (5) a **low-speed residential maintenance vehicle** designed and used primarily to service the **residence premises**; or

SECTION II – ADDITIONAL COVERAGE

Paragraph 1.d., Claim And Defense Expenses is deleted and replaced by the following:

- d. prejudgment interest awarded against any **insured** on the part of the judgment that **we** are obligated to pay. However, **we** will not pay any such interest which accrues after such time that **we** make an offer to pay **our limit**, including when that offer to

pay is an offer to settle a claim in return for a release; and

Emergency First Aid is deleted.

SECTION II - CONDITIONS

Paragraph 3.g., Duties is deleted and replaced by the following:

- g. not assume any liability, incur any expense, or make any payment related to an **occurrence**;

The following is added to the **Limits** Condition:

However, with respect to any loss for **fungi** or bacteria, **our** total limit under Coverage E for all damages resulting from any one **occurrence** will not exceed \$50,000. This \$50,000 is included within the Coverage E **limit** stated in the **Declarations**, and is not additional insurance.

All losses which arise from **fungi** or bacteria for any **occurrence** arising out of activities covered by the following **endorsements** are excluded regardless of the amount of the claim:

1. Home Day Care Coverage (HO 88 01)
2. Limited Home Business Coverage (HO 84 14)
3. Additional Premises Coverage (HO 84 15)
4. Rented Farmland Liability Coverage (HO 84 04)

GENERAL CONDITIONS

Assignment is deleted and replaced by the following:
Assignment.

Any assignment of any interest in this policy, without **our** written consent is expressly prohibited. This includes, but is not limited to, the assignment of any right, benefit, interest, obligation, or claim under this policy, whether in whole or in part, pre-loss or post-loss.

The following Condition is added:
Cancellation.

- a. **You** may cancel this policy at any time by returning it to **us** or advising **us** of the current or future date when it should be cancelled. Any premium refund due **you** will be issued within 30 days of the date **we** receive notice of cancellation.
- b. **We** may cancel this policy by notifying the named **insured** shown in the **Declarations** in writing of the date cancellation takes effect. The cancellation

notice may be delivered or mailed to the named **insured's** last address known to **us**. This notice will include the actual reasons for cancellation. Delivery of this notice will be subject to the laws of the state of Wisconsin. Like notice will also be delivered or mailed to any person or entity listed in the policy as having a right to such notice. If **we** cancel this policy, any premium refund due **you** will be issued within 5 business days of the date cancellation takes effect. Cancellation by **us** may only be for the following reasons:

- (1) When **you** have not paid the premium, whether payable to **us** or to **our** agent or under any finance or credit plan, **we** may cancel at any time by notifying the named **insured** shown in the **Declarations** at least 10 days before the date cancellation takes effect.
- (2) 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 other than nonpayment by notifying the named **insured**

shown in the **Declarations** at least 10 days before the date cancellation takes effect.

- (3) 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:

- (a) if there has been a material misrepresentation;
- (b) if the risk has changed substantially since the policy was issued, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the policy; or
- (c) in the event there has been a substantial breach of a contractual duty, condition or warranty.

We may do this by notifying the named **insured** shown in the **Declarations** at least 10 days before the date cancellation takes effect.

- (4) When this policy is written for a period longer than one year, **we** may cancel for any reason not prohibited by law at anniversary by notifying the named **insured** shown in the **Declarations** at least 60 days before the date cancellation takes effect.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

The following paragraph is added to the Concealment or Fraud Condition:

We will not void this policy or limit coverage under Sections I or II unless **you** or any other **insured** have misrepresented a material fact or circumstance and knew or should have known that the representation was false, and:

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

The following Condition is added:

Knowledge and Acts of Agents.

In the State of Wisconsin, knowledge by **our** agent of any fact which breaches a condition of this policy will

All other terms remain unchanged.

be knowledge to **us** if such fact is known by the agent at the time the policy is issued or an application made or thereafter becomes known to the agent.

The following Condition is added:

Nonrenewal.

We may elect not to renew this policy. If **we** elect not to renew, **we** will provide written notice to the named **insured** shown in the **Declarations** at least 60 days before the expiration date of this policy. The nonrenewal notice may be delivered or mailed to the named **insured's** last address known to **us**. This notice will include the actual reasons for nonrenewal. The reasons for nonrenewal and delivery of the notice will be subject to the laws of the state of Wisconsin. Like notice will also be delivered or mailed to any person or entity listed in the policy as having a right to such notice.

The following is added to the **Our** Recovery Rights Condition:

We retain all rights set forth by this condition with regard to **our** right to recover, for a claim based on property loss or damage resulting from an act, or pattern, of abuse or domestic abuse, from the person who committed the act or acts that caused the loss or damage to the extent of **our** payment.

The following paragraph is added to the Policy Period, Renewal, Premiums, and Changes Condition:

Included with the premium **you** pay for insurance coverage, **we** may include additional non-insurance products or services that are available to **you**. These products or services may be provided by **us** or by an outside organization. **We** do not warrant the merchantability, fitness, value or condition of the non-insurance products or services that are provided by an outside organization.