

## AMENDATORY ENDORSEMENT WISCONSIN

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

**Cancellation and Nonrenewal** -- "You" may cancel this policy at any time by giving "us" written notice or returning the policy to "us" and stating at what future date coverage is to stop.

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

If this policy has been in effect less than 60 days, "we" may cancel for any reason.

If this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel or not renew only at the anniversary date unless:

- a. the premium has not been paid when due;
- b. the policy has been obtained through material misrepresentation;
- c. there has been a substantial change in the risk assumed that "we" could not have reasonably foreseen or contemplated in writing the policy; or
- d. there have been substantial breaches of contractual duties, conditions, or warranties.

If "we" cancel this policy, "we" will give "you" notice at least ten days before cancellation is effective.

If "we" cancel or nonrenew this policy at the anniversary date, "we" will give "you" at least 60 days advance notice.

"Our" notice will include the reason or reasons for the cancellation or nonrenewal.

"Your" return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

2. Under Common Policy Conditions, the following condition is added:

**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.

A notice is not needed if the premium increase:

- 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 the units of exposure or increased policy coverage.

3. Under the Common Policy Conditions, Change, Modification, or Waiver of Policy Terms is amended to include the following:

Knowledge by "our" authorized agent of material facts pertaining to this coverage is considered to be knowledge by "us". A failure by the insured to perform an act required under this coverage will not affect "our" duties under this coverage if the failure was caused by an act, statement, representation, or omission by "our" authorized agent.