

AMENDATORY ENDORSEMENT WISCONSIN

1. Under Definitions, "bodily injury" is deleted and replaced by:

"Bodily injury" means bodily harm to a person and includes sickness, disease, or death. This also includes required care and loss of services.

"Bodily injury" does not mean bodily harm, sickness, disease, or death that arises out of:

 - a. a communicable disease;
 - b. the actual, alleged, or threatened sexual molestation of a person; or
 - c. mental or emotional injury, suffering, or distress that does not result from physical injury.
2. The following is added under Definitions:

"Motor vehicle" means a "motorized vehicle", a trailer, or a semi-trailer and all attached machinery or equipment, if:

 - a. it is subject to "motor vehicle" registration; or
 - b. it is designed for use on public roads.
3. Under Exclusions, item 1.m. is deleted and replaced by:

m. "bodily injury" or "property damage" caused intentionally by or at the direction of, and substantially certain to follow from the act of the "insured", even if the actual "bodily injury" or "property damage" is different than that which was expected or intended. However, this exclusion does not apply to "bodily injury" that arises out of the use of reasonable force to protect people or property.
4. Under Exclusions, item 1.n. is deleted and replaced by:

n. "bodily injury" to "you" and, if residents of "your" household, to "your" relatives and to persons under the age of 21 in "your" care or in the care of "your" resident relatives.

However, this exclusion does not apply to "bodily injury" that arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of a "motor vehicle", but only to the extent that such "bodily injury" is covered by "underlying insurance" at the time of the "occurrence".
5. Under Exclusions, the following is added to item 1.:

This Personal Umbrella Liability Coverage does not apply to "bodily injury" arising out of the use, sale, manufacture, delivery, transfer, or possession by any person of Controlled Substances as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812, including any amendments. Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs.

However, this exclusion does not apply to:

 - a. the legitimate use of prescription drugs by a person following the orders of a licensed physician; or
 - b. "bodily injury" that arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of a "motor vehicle", but only to the extent that such "bodily injury" is covered by "underlying insurance" at the time of the "occurrence".

6. Under Conditions, Cancellation and Nonrenewal is deleted and replaced by:

Cancellation and Nonrenewal -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice 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 "declarations". Proof of delivery or mailing is sufficient proof of notice.

During the first 60 days this policy is in effect, "we" may cancel for any reason. "We" will give "you" notice at least ten days before cancellation is effective.

After 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 during its term for one of the reasons listed above, "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 refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

7. Under Conditions, the following addition amends Change, Modification, or Waiver of Policy Terms:

Knowledge by "our" authorized agent of material facts pertaining to this insurance is considered knowledge by "us".

"Your" failure to perform an act required under the policy will not affect "our" duties under this policy if the failure was caused by an act, statement, representation, or omission by "our" authorized agent.

8. Under Conditions, Legal Action Against Us is deleted and replaced by:

Legal Action Against Us -- No legal action may be brought against "us" unless all the "terms" of this coverage have been complied with.

9. Under Conditions, the following addition amends Misrepresentation, Concealment, or Fraud:

c. No misrepresentation or breach of affirmative warranty constitutes grounds for voiding coverage or otherwise affects "our" obligation under this coverage unless "you" or any other "insured" who has misrepresented a material fact or circumstance knew or should have known that the representation was false, and:

- 1) "we" rely on the misrepresentation or breach of affirmative warranty and it is either material or it is made with intent to deceive; or
- 2) the fact misrepresented or falsely warranted contributes to the loss.

- d. No failure of a condition prior to a loss and no breach of promissory warranty constitutes grounds for voiding coverage unless it exists at the time of the loss and:
- 1) increases the risk at the time of the loss; or
 - 2) contributes to the loss.

This does not apply to nonpayment of premium.

10. Under Conditions, the following addition amends Subrogation:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

UM 0497 01 99

Copyright, American Association of Insurance Services, 1999