

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;
 - c. mental or emotional injury, suffering, or distress that does not result from physical injury;
 - d. physical abuse; or
 - e. corporal punishment.
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 9. is deleted and replaced by:
 9. "bodily injury" or "property damage" caused intentionally by or at the direction of, and substantially certain to follow from the act of, an "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" or "property damage" that arises out of the use of reasonable force to protect people or property.
4. Under Exclusions, item 10. is deleted and replaced by:
 10. "bodily injury" or "personal 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, leasing, 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:

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, leasing, 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". The notice will state the reason for cancellation or nonrenewal. Proof of delivery or mailing is sufficient proof of notice.

During the first 59 days this policy is in effect, "we" may cancel for any reason.

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 was obtained through material misrepresentation;
- c. there has been a material change or increase in hazard of the risk that "we" could not have reasonably foreseen or contemplated when writing the policy; or
- d. an "insured" has substantially breached the "terms" of this policy.

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

If "we" do not renew this policy, "we" will give "you" notice at least 60 days before nonrenewal is effective.

"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 is added to Change, Modification, or Waiver of Policy Terms:

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

"Your" failure to perform an act required under this 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 policy have been complied with.

9. Under Conditions, the following is added to Misrepresentation, Concealment, or Fraud:

No misrepresentation or breach of affirmative warranty constitutes grounds for voiding coverage or otherwise affects "our" obligations under the policy 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:

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

No failure of a condition prior to the loss and no breach of promissory warranty constitute grounds for voiding coverage or otherwise affect "our" obligations under this policy unless it exists at the time of the loss and:

- a. increases the risk at the time of the loss; or

b. contributes to the loss.

However, this does not apply to nonpayment of premium.

10. Under Conditions, the following is added to 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 0748 01 00

Copyright, American Association of Insurance Services, 2000