

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the “Insurer” or the “Underwriters”

WISCONSIN AMENDATORY ENDORSEMENT TO THE POLICY TERMS AND CONDITIONS

This endorsement modifies insurance provided under the following:

<Product Name>

1. Clause IX. NOTIFICATION A. is amended by adding the following:

Failure to provide written notice to the Underwriters of any Claim within the time specified in this Policy shall not invalidate such Claim if the Insured can demonstrate that it was not reasonably possible to provide such notice and that notice was provided as soon as practicable. Notwithstanding anything to the contrary in the Declarations and Clause IX. NOTIFICATION, notice of any Claim may also be provided to any authorized agent of the Underwriters located within the state of Wisconsin.

2. Clause X. GENERAL CONDITIONS C. Cancellation/Nonrenewal 2. is amended by adding the following:

If the notice of cancellation is mailed, it will be sent by first class mail or certified mail or overnight delivery with proof of delivery.

3. Clause X. GENERAL CONDITIONS C. Cancellation/Nonrenewal 4. is amended by adding the following:

The Underwriters shall mail or deliver notice of the renewal premium to the Named Insured not more than seventy-five (75) days nor less than ten (10) days prior to the due date of the premium and the notice shall clearly state the effect of nonpayment of premium by the due date.

4. Clause XII. ASSISTANCE, COOPERATION AND SUBROGATION is amended by adding the following:

Provided, however, Underwriters shall have no right to subrogation proceeds, net of the expenses of the subrogation action, unless the Insured has been made whole and been fully compensated for its Loss under this Policy.

5. Clause XIII. ACTION AGAINST THE INSURER is deleted and replaced with the following:

XIII. ACTION AGAINST UNDERWRITERS

No action shall lie against the Underwriters unless, as a condition precedent thereto, the Insureds shall have fully complied with all of the terms of this Policy. Any person or organization, or the legal representative thereof, shall be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. The Underwriters will be joined in an action against the Insureds in accordance with Wisconsin law.

6. Clause XIV. ENTIRE AGREEMENT is amended by adding the following at the end of this Clause:

Provided that, knowledge of any authorized representative of the Underwriters shall be deemed knowledge of the Underwriters. Any fact which breaches a condition of this Policy or which is material to the risk and is known by an authorized representative of the Underwriters, shall not void this Policy or defeat a recovery thereon in the event of a **Claim**.

7. The Policy is amended by adding the following:

Claims shall be paid within thirty (30) days of the date the Underwriters and the **Insureds** agree upon the amount of the **Loss** to be paid under this Policy.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative