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PRODUCER GUIDELINES

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GENERAL INFORMATION

Mission Statement of the WIP

The Wisconsin Insurance Plan (WIP) is Wisconsin's FAIR Plan or residual property insurer. The Plan was created to provide basic property insurance on certain properties rejected for coverage by other insurers. The Plan has underwriting standards and is not required to insure all properties that apply for coverage. However, these standards may be less restrictive than those of the insurer(s) you represent. In addition, the Plan is designed to encourage improvement and reasonable loss prevention measures for these properties and to further orderly community development.

Operating Authority of the WIP

The Wisconsin Insurance Plan (Plan) is composed of all insurance companies authorized to write property insurance in the state of Wisconsin. It is authorized by and operates pursuant to Wisconsin Administrative Code 4.10.

The Plan is administered by a Governing Committee, subject to the supervision of the Wisconsin Commissioner of Insurance and operated by a manager appointed by the Governing Committee.

Every Producer licensed to write property insurance in Wisconsin is **REQUIRED** to assist consumers in submitting applications to the Plan even though no contractual relationship exists with the Producer. Producers DO NOT have binding authority with The Wisconsin Insurance Plan.

Underwriting Standards

Underwriting standards for the WIP are set forth by the Office of the Commissioner of Insurance in Administrative Code Ins 4.10. Legally, the WIP must comply with these standards.

The WIP does not price for profit. When we incur losses greater than anticipated they affect the premiums that are paid by our customers (in our rate filings). By following the underwriting standards, we are able to avoid the needless losses that would occur

on properties not acceptable to our underwriting standards.

Underwriting – In General

In the underwriting process, there are four options for every application:

- insure the property as requested on the application
- insure the property with certain modifications in coverage or premium
- insure the property subject to improvements being made
- reject the property as not being eligible or acceptable

Sources of information in decision making may include (but are not limited to): the application, the rejection reasons and documentation, the producer, the applicant, information from previous policies, claim history, the prior insurer, the internet, and the field survey report.

Section 4.10 of the Wisconsin Administrative Code outlines the rules, procedures and guidelines for the WIP. You should specifically know the following paragraphs in the code:

- Eligible Risks (4)
- Underwriting Standards – Property (12)
- Underwriting Standards – Liability (13)
- Cancellation, Non-Renewal, Limitations (14)
- Policyholder Rights. (16)

Our goal is to insure a property as requested on the application however, this is not always possible. Customers with properties having a greater exposure to claims or in poorer condition should have their policies modified through coverage or deductible changes or premium increases (**condition charges**) to accommodate this difference.

INSURANCE PROGRAMS OFFERED

General Program Information

The WIP generally uses programs, policy forms, and rules developed by Insurance Services Office (ISO), a nationwide insurance advisory organization. In certain situations, the WIP has developed its own forms and rules. ISO's insurance programs are more comprehensive than WIP programs because we offer only basic coverages. Therefore, there are ISO forms, endorsements, and rules not in use by us. Be familiar with the coverages provided in the forms and endorsements in use by the WIP and with the ISO rules for using these forms and endorsements.

Dwelling Property Program

This program provides property insurance coverage only. Eligible properties are:

- 1 to 4 family tenant or owner-occupied residences/dwellings
- seasonal residential/dwelling properties
- 1 or 2 family owner occupied residences/dwellings not acceptable for liability coverage under the Homeowner Program
- Any of the above while vacant/unoccupied and undergoing **ACTIVE** rehabilitation. Complete the Rehabilitation Questionnaire found on the website. <https://wisinsplan.com/forms-endorsements/>
- Builders Risk coverage is **NOT** available.

Coverage is provided under the Basic Form (DP 00 01) with the Modified Loss Settlement Endorsement (DP 00 08). Separate limits can be purchased for Dwelling, Other Structures, and Personal Property. The Basic Form includes a 10% extension of coverage – not as an additional amount of insurance - for Other Structures and Fair Rental Value from the purchased Dwelling limit. The maximum limit for Dwelling coverage is \$350,000 and the maximum limit for Personal Property coverage is \$175,000. The Other Structure limit can be increased. Dwelling must be insured for at least 80% of market value.

The WIP offers two theft endorsements in this program. The Broad Theft Endorsement is for owner occupied residences. Limits can be purchased in \$1000 increments up to \$5000. The Limited Theft Endorsement is for non-owner-occupied properties. Limits can be purchased for \$3000, \$4000, or \$5000. Coverage is provided for personal property only and Personal Property coverage must be purchased for a limit equal to or greater than the theft limit. Coverage is on-premises only.

Minimum deductibles are:

- Up to Dwelling limit of \$75,000 - \$250 deductible
- Up to Dwelling limit of \$150,000 - \$500 deductible
- Up to Dwelling Limit of \$250,000 - \$1,000 deductible
- A \$2,500 deductible is available

Commercial Property Program

This program provides property insurance coverage only. Eligible properties are those rated commercial by ISO and can be either owner or tenant occupied or vacant/unoccupied undergoing **ACTIVE** rehabilitation. The WIP cannot insure farms or manufacturing properties. Coverage is provided under the ISO Standard Property policy (CP 00 99).

Separate limits must be purchased for Building and Business Personal Property coverages. The total of these limits cannot exceed \$500,000. There are no coverage extensions for garages or other structures. Coverage must be purchased separately for each building. **No** Loss of Rents, Extra Expense, Loss of Income, Builders risk or Theft coverage is available.

Minimum deductibles are:

- Up to coverage limit of \$150,000 - \$500 deductible
- Up to coverage limit of \$250,000 - \$1,000 deductible
- Coverage limit \$250,000 - \$2,500 deductible
- \$5,000, \$10,000, and \$25,000 deductibles are available

Homeowner Program

This program provides property, theft, personal liability, and medical payments coverage in one policy. Eligible properties are one- or two-family **owner occupied**, **principal** dwelling/residences. Vacant/unoccupied properties and properties under construction (Builders Risk) are not eligible for this program. If the home is unoccupied and the customer is moving into the home within three weeks, the home is acceptable.

Coverage is provided under the Modified Coverage Form (HO 00 08). A limit is selected for the Dwelling and other coverages come as a package:

- 10% of the Dwelling limit for Other Structures
- 50% of the Dwelling limit for Personal Property
- 10% of the Dwelling limit for Additional Living Expense.

The Dwelling coverage limit is available from \$15,000 to \$350,000. Dwelling must be insured for at least 80% of market value. The Other Structure limit can be increased by endorsement. The Personal Liability limit is \$100,000 and the Medical Payments to Others limit is \$1000. These two limits cannot be changed.

Theft coverage is provided on-premises only. The policy provides \$1000 coverage. Additional limits can be purchased in \$1000 increments up to a total of \$5000.

The WIP offers four endorsements in this program. 2 mandatory endorsements and 3 optional.

Mandatory:

1. exclude punitive or exemplary damages
2. exclude liability for a day-care operation

Optional:

1. increased limits for Other Structures
2. home Day-Care liability coverage
3. additional theft coverage

The day-care liability endorsement is for baby-sitting type exposures for up to three children (related or un-related) and no more than 3 days a week. If the day-care is licensed, it is not eligible for this endorsement. A separate commercial Day Care Liability policy is necessary.

Minimum deductibles are:

- Up to Dwelling limit of \$75,000 - \$250 deductible
- Up to Dwelling limit of \$150,000 - \$500 deductible
- Up to Dwelling limit \$250,000 - \$1,000 deductible
- A \$2,500 deductible is available

UNDERWRITING

Ineligible Properties

All properties at a fixed location are eligible for coverage with the WIP except:

- **Motor vehicles**
- **Manufacturing properties**

Manufacturing Properties are those risks in which the operation consists principally of changing raw stock into finished stock by aging, assembling, converting or seasoning through the use of hand or machinery processes or the application of mechanical, electrical, thermal or chemical energy. The Insurance Services Office, Inc., Commercial Package Policy Package Modification Assignment for these risks is IP (Industrial and Processing).

- **Farms with annual gross sales over \$5,000**

Farm properties are all buildings and their contents whether owner or tenant occupied, located on or used in connection with land devoted to any one or more of the following purposes:

- cultivation of the soil
- rearing or keeping of livestock or poultry
- producing fruit, grain, vegetables, hay or other produce.

The gross annual receipts (sales - not profits) from the operation of the farm must NOT exceed \$5,000. Attach a copy of the most recent tax return – Schedule F (individual), Schedule C (farm commodity), Schedule E (partnership/S Corp) or Schedule 4835 (rental income/loss) to the application.

The home located on a farm where the farm land is leased/rented out to others to farm is eligible to be insured under DF but the other structures should be excluded.

Ineligible properties are those the WIP is not allowed to insure under any circumstance.

Unacceptable properties are those that currently cannot be insured due to underwriting reasons. Unacceptable properties can be turned into acceptable properties if the underwriting reasons making the property unacceptable are corrected.

Initial Underwriting – Receipt of Application

Upon receipt of the application, there are five courses of action:

- Issue the policy as requested.
- Issue the policy differently than requested.
- Decline to start coverage or quote.

If the application is complete and submitted with the required documentation as well as the proper deposit premium received, and the property appears acceptable for insurance coverage, coverage may be started. The underwriter determines the provisions of the coverage provided including effective date, coverage forms and endorsements, restrictions, limits, deductible, and payment plan. See paragraphs below on guidance for Limit of Liability, Deductibles, and Co-insurance. The soonest a policy can become effective is the DAY AFTER the completed application is submitted along with the required documentation AND down payment is received.

Inspections

An inspection is ordered for each application.

Limit of Liability

The WIP's policies pay the market value (or actual cash value for commercial properties) of the insured property in case of a total loss. In addition, the customer has a potential loss in removing the damaged property (debris removal) and restoring the site. In the City of Milwaukee, the law requires the customer to rebuild or restore the site to collect the complete loss from the insurer. (See coverage endorsement. This law does not apply to owner-occupied principal residences). The city can make claim to the insurer for costs incurred to restore the site. Therefore, the limit of liability on WIP policies should approximate the market value of the insured property plus an amount for debris removal and site restoration (additional 30,000-35,000).

Our goal is to offer the limit of liability requested on the application. However, if the application requests a limit substantially greater than the market value, we will quote/bind

coverage at a lower limit.

Sources for Information on Market Value:

Because all our policies are ACV, we use a uniformed equation to determine the maximum and minimum coverage we will offer. Here is the formula: Maximum Coverage: In the most recent tax bill, we take the fair market value, subtract the fair market value land, add \$40,000 for DF and HO and \$50,000 for CF, and round up. Minimum Coverage: In the most recent tax bill, we take the total assessed value, subtract the land, multiply by .8 and round up. Click here for example: We do NOT use APPRAISALS, PURCHASE AMOUNT, OR LOAN AMOUNT when determining our coverage. There are NO EXCEPTIONS to this rule.

Assessed value land	Assessed value improvements	Total Assessed value	Ave Assessment Ratio
\$60,000	\$180,000	\$240,000	.8561
Est Fair Market Land	Est Fair Mark improvements	Total Est Fair Market	
\$75,692	\$204,649	\$280,341	

Maximum Coverage: $\$280,341 - 75,692 = \$204,649 + \$50,000 = \$244,649$ Rounded to \$245,000
 Minimum Coverage: $\$240,000 - \$60,000 = \$180,000 * .8 = \$144,000$

Wisconsin's Valued Policy Law requires the insurer to pay the policy limit in case of a total loss to an owner-occupied residence or seasonal property. The insurer cannot require the customer to rebuild. Therefore, be careful not to over insure owner occupied residences. This may create a moral hazard.

We also need to be careful to not under insure, all dwelling limits for Homeowners and Dwelling Fire policies must have a limit request of at least 80% of the tax assessed value in order for us to consider coverage.

Properties Undergoing Rehabilitation

Be sure to complete the Rehabilitation Questionnaire found on our website <https://wisinsplan.com/forms-endorsements/>. An appropriate limit includes the purchase price of the structure, site restoration costs, and the cost of anticipated improvements. If the cost of restoration is large, start by offering the purchase price of the structure, site restoration costs, and one-third of the cost of anticipated improvements. Advise the customer to write us when this one- third has been completed. Then we will endorse the policy to increase the limit by another one- third. Repeat when that one-third is completed. Properties not completed and occupied after 1 year are not eligible for renewal. Rehab policies are for a maximum of 1 policy period. Builders risk coverage is not available.

For example, a customer buys a home for \$15,000 and anticipates putting \$90,000 in improvements over the next six months. The initial limit (subject to the customer's request) could be as much as \$15,000 plus \$5,000 for site restoration plus \$30,000 for improvements (total: \$50,000). The customer must request to increase the limit another \$30,000 after the first \$30,000 in improvements is completed. This is repeated for the next \$30,000. When the improvements are completed, the insurable value of the home may exceed the initial purchase price plus the direct cost of improvements.

Deductibles

Deductibles have two purposes. First, they provide a premium credit for the customer. Secondly, they encourage loss prevention because the customer must pay part of any claim.

Customer had two or more claims within the past three years may be subject to higher deductibles.

The customer can apply for a lower deductible on subsequent renewals if there have been no claims or if the property has been improved.

Co-insurance (Commercial Program)

The Standard Property Policy used by the WIP has a co-insurance clause. This means customers receive a lower rate if they purchase a limit equal to or greater than 80% of the actual cash value of the property. If this limit is not purchased, offer the policy at a flat (0% co-insurance) rate. This rate is substantially more expensive.

Documentation of Rejection by Another Insurer

It is a requirement of the Wisconsin Administrative Code that the WIP can only insure properties that have been rejected by another insurer. Application submitted without this required document will not be processed.

Proper forms of documentation:

- A letter, memo, or e-mail from an insurance company underwriter (not a producer or agency) rejecting the property. This must be dated within 6 months of application to us.
- A cancellation or non-renewal notice from an insurer for the property location dated within 6 months of application to us.

- A copy of a current page from an insurer's agent manual indicating reasons the property is ineligible or unacceptable for coverage. The page or pages must clearly indicate which insurer the manual is from or the cover page should be provided which shows the insurer's name. The reason must be indicated on the application or be circled on the manual page.

Not acceptable:

- Any cancellation, non-renewal, declination, etc. **issued by WIP**
- Any type of rejection over 6 months old.
- Any type of rejection from an agent or agency

Additional Information needed for Applications

At times the underwriter processing the application may need additional information and/or clarification to continue processing the application. When this happens, a system generated email will be sent to the producer informing them what information or steps are needed to continue the review. A hard copy of the letter will be mailed the next business day to the producer as well as the applicant. If the information that is requested is not received w/in 10 days of the letter (and the application is not resubmitted), the application may be rejected from the system and the deposit premium will be returned. All information requested must be provided in writing or on the application.

Final Underwriting – After Inspection & Receipt of Additional Information

At this time, a final decision is made concerning coverage. The condition of the property will be reviewed against our underwriting standards along with any other underwriting information.

Courses of action:

- If the property is acceptable and a policy has been issued there is no action needed.
- If the property is not acceptable to our underwriting standards and a policy

has been issued, we will cancel the policy. An UW Cancellation notice will be sent to the insured as well as producer outlining the issues and the date of cancellation if the issues are not corrected and we are not notified in writing prior to that date.

- ❖ If the needed corrections are made and the WIP is notified in writing in a timely basis, we will rescind the cancellation.
- All properties may be subject to a reinspection to verify conditions are now acceptable.
 - ❖ If the re-inspection finds that the corrections have not been made, we will issue a 13-day cancellation and require a new application.
- If the cancellation/rejection reason is for a liability hazard only, we will offer the Dwelling Property program on the notice.
- If appropriate, endorse the policy. For example, exclude coverage on Other Structure/s and its contents, increase the deductible, or change the limit of insurance. Notice will be provided to the producer as well as the insured.
- If the property is not acceptable and a policy had not been issued, we will send a declination letter.

Condition Charge Program – Homeowner & Dwelling Property Program Only

The purpose of the condition charge program is to provide equity among customers. Customers having properties in poorer physical condition or with increased liability exposure may be subject to pay increased premiums. The program encourages customers to improve their properties by lowering their premium if repairs are completed. The customer will be advised on the needed repairs during the first policy period (first year of coverage). If the improvements have not been made condition charges will be added to the renewal for subsequent terms.

Condition charges are assessed where there is a physical condition present or increased liability exposure at the property that would increase the frequency or severity of claims

but is not sufficient to decline coverage. Each condition may be assessed a 25% increase of base premium with a maximum charge of 50% assessed at a time.

The premium for condition charges is shown on the renewal certificate.

When any of the Conditions shown below exist or are present at the covered location condition charges may be added to the base premium:

1. Heating – nonstandard devices including chimneys, clearances, stovepipes and gas vents including improper installation and supplemental heating units including wood stoves.
2. Wiring – non-standard or inadequate electric wiring, non-standard extensions, overloading and over fusing, knob & tube wiring, etc.
3. Physical Condition – Dwelling or Other Structures not in good repair, wood surfaces unpainted or decaying, lack of siding, porches not well maintained including unrepaired damage from a prior loss.
4. Housekeeping – yard, basements, garage, rooms, hallways or attics not kept clean and free from rubbish, trash and litter.
5. Liability Hazards – business on premise, debris, pools, trampolines and other attractive nuisances. Farm animals such as horses, cows, pigs, chickens and etc. Business operating from home. Dogs (aggressive breeds).

Condition Charges	Homeowner	Dwelling
1. Heating Units/ Wood burner – #1 above	25%	25%
2. Electrical/Wiring – #2 above	25%	25%
3. Physical Condition - #3 above	25%	25%
4. Housekeeping - #4 above	25%	25%
5. In Home Business- #5 above	25%	0%
6. Farm Animals/Exotic pets - #5 above	25%	0%
7. Dogs - #5 above	25%	0%
8. Swimming Pool – in or above ground if a slide and/or diving board are present- #5 above	25%	0%
9. Trampoline - #5 above	25%	0%

REASONABLE UNDERWRITING STANDARDS FOR PROPERTY COVERAGE

This section of the manual provides additional guidance of parts of the underwriting standards listed in Ins 4.10 (12) and (14).

Physical Condition of the Property. Here we are concerned with conditions that increase the frequency or severity of a loss.

Roofs

Roofs are an area that we pay particular attention to. A worn roof will leak and leaks cause water problems which lead to mold problems. We do not insure against leaky roofs. However, if the worn roof is subsequently damaged in a windstorm, it may be difficult to distinguish between pre-existing mold and water damage and any damage that may occur due to the windstorm.

Effective 1/1/2023, the Wisconsin Insurance Plan has adopted the following program for roofs. This is a “pilot” program and can be changed at any time by WIP’s Plan Manager, Governing Board or OCI. If an application is submitted to us for coverage, and has been cancelled, terminated or non-renewed by the prior carrier due to the condition of the roof, we **may** be able to offer coverage.

Roofs with extreme conditions will not be eligible for this option and a cancellation notice will be mailed after the inspection report is reviewed. If the roof is replaced 90 days prior to the end of the policy term, we will need a letter signed by the insured and color photos of the roof. If the roof is not repaired/replaced AND we are not notified in writing, the policy will not be offered renewal and a new application will not be accepted until we receive proof of the completed work.

Initial Underwriting-

For a HO application that indicates roof loss with payout made 1 year or more ago and no repairs have been made:

- Reject application- Offer Dwelling Fire- Fire coverage only.

For DF and CF applications that indicates roof loss with payout made 1 year or more ago and no repairs have been made:

- Change coverage to FIRE only is not already selected and create a Producer letter using the wording: Due to prior roof claim with payout and no repairs made, we have removed EC and/or VMM to allow FIRE coverage only.

Final Underwriting -

Upon review of inspection report if roof is beginning to curl or lift or there are older style shingles such as; asbestos shingles, T-lock shingles, hexagonal shingles or any other shingles that are no longer manufactured and able to be replaced, use the roof cancellation guidelines.

There are 4 possible actions to be taken if a roof condition is poor upon survey.

1. 13 – day cancellation for ALL programs
 - There is a severe condition – a hole in the roof leading to the weather directing exposing the inside of the house.
2. 50 – day cancellation – for ALL programs
 - Tarp on ANY portion of the roof with the purpose of the tarp as a temporary (or permanent) fix to the roof issues.
 - The roof boards (not roof paper/shingle protection) is exposed by more than a clump of 5 shingles.
 - Insured was already given at least 5 months in the 90 – roof/repair program before the policy was canceled (for any reason).
3. 50 –day cancellation – missing shingles/lifting shingles (use “other” reason for cancellation)- for ALL programs
 - No more than 3 missing shingles clumped together and no more than 5 clumps throughout the whole roof. (This cancellation is meant for the repair to this condition to be more of a patch job than a whole roof replacement.) 3 or more lifting shingles on 1 side.
 - Consider 90 Roof/Repair of the insured can provide a roofing

estimate/contract to repair the whole roof. Underwriter discretion

4. 90 Roof/Repair – 90 day prior to renewal (non-renew action)

HO Policies:

- Condition of roof shows it is in need of repair/replacement, cancel 50 days and offer Dwelling Fire- Fire coverage only.

DF and CF policies:

- Amend and remove EC and/or VMM leaving FIRE coverage only.
- Send 90 Roof letter **AND** a producer letter. For producer letter use the wording : Due to the condition of the roof, we have removed EC and/or VMM to allow FIRE coverage only.
- Diary for 3 months prior to renewal to verify if roof has been replaced. If not- set non-renew.

For a new DF application for a HO policy that was cancelled and offered DF-Fire:

- Verify that only FIRE coverage is selected
- View old policy for any initial underwriting actions
- Attach inspection and declination from cancelled policy to the new policy
- Set up diary for 3 months prior to renewal to verify if roof has been replaced. If not- set non-renew
- After issuance of new policy, send 90 Roof letter and do not request another inspection.

Any policies that have been in the 90 Roof/Repair program for less than 5 months and cancelled for any reason

- Offer 90 roof program again DF/CF- Fire only. Maximum of two 90 roof program terms per property.

Woodburning Stoves

Woodburning stoves include improper clearances or floor protection, homemade construction, dual venting, or where the chimney needs cleaning. The field survey representative is familiar with the proper requirements for installation and care of these stoves. Condition charges apply.

Maintenance/Condition

Garages, sheds, barns, or similar other structures are not being maintained by the property owner will be excluded from coverage with the Other Structures Exclusion

Endorsement available in the Homeowner and Dwelling Programs. This endorsement excludes coverage on the structure and its contents. The producer and customer will be notified of the exclusion.

Restaurants

Restaurants are required to have a hood, duct, and surface extinguishing system along with a maintenance contract.

Debris

Sometimes the survey report will indicate the property has junk items or debris in the yard. This is usually a liability hazard. However, wooden junk items lying around can present a source of combustible materials for a vandal and debris in the yard may hamper a firefighter's ability to put out a fire. Therefore, this hazard may be considered a property hazard when appropriate and a condition charge may apply.

Unrepaired Damage

An application may indicate unrepaired damage to the property by a prior claim. It would not be proper to pay for repairs for preexisting damage in case of a covered loss.

Secure information concerning the unrepaired damage (extent of damage, cause, cost to repair, whether covered by other insurance, when repairs will start) and include this information on the application.

The claim department may advise repairs have not been completed to an insured property after payment for a fire loss. If repairs are not started within 60 days after the claim payment, we may consider a midterm cancellation.

Vacancy or Unoccupancy for 60 consecutive days

The WIP cannot insure a property that has been or is going to be vacant or unoccupied beyond a period of 60 days. The only exception is if the property is undergoing **ACTIVE** rehabilitation toward occupancy and a completed Rehabilitation Questionnaire is provided. These properties are only acceptable in the Dwelling or Commercial Programs.

The application must provide information concerning occupancy and plans for rehabilitation. If rehab is planned to start within 14 days, it is acceptable to start

coverage.

Theft coverage can be requested on personal property subject to a \$1000 deductible.

The customer can request a lower deductible when the property becomes occupied.

Buildings (commercial, apartment, etc.) where 65% or more of the units are unoccupied are not acceptable for coverage unless undergoing rehabilitation.

Properties used for "storage." Will be considered unoccupied. A few junk items in a building does not make the building occupied.

If coverage has been started and the survey shows a vacant/unoccupied property not undergoing rehabilitation, we will may a 13-day cancellation notice.

Illegal Activity

If we become aware of any illegal activity, condition, etc. present at a property, the policy may be subject to cancellation.

Delinquent taxes

Starting January 1, 2016, properties with delinquent taxes of 2 or more years may be given consideration if the back taxes will be paid w/in 15 days of issuance with a refinance/loan. The finance provider must provide a letter stating the back taxes will be paid at the time of closing. The insured will have 15 days from the date of issuance to provide proof of the paid taxes or the policy will be subject to cancellation.

Matters of public record concerning the applicant

If information becomes available concerning the activities of the customer or the customer's insured family that would pertain to a potential covered cause of loss, the policy may be subject to cancellation.

Loss history

The Administrative Code provides for circumstances in which coverage or certain coverages can be declined due to past losses. In most situations, we attempt to underwrite losses with higher deductibles, lower coverage limits and condition charges.

REASONABLE UNDERWRITING STANDARDS FOR LIABILITY COVERAGE

This section reviews sections of Ins 4.10 (13) and (14) - our liability underwriting standards. Liability underwriting standards are stricter and offer less opportunity for underwriting judgment than property standards. When declining a home due to liability concerns only, be sure to offer the Dwelling Program. Discuss specific situations with the Plan Manager if questions arise.

Porches/Decks/Sidewalks/Patios

Broken, cracked, uneven or otherwise faulty steps, porches, decks, sidewalks, patios and similar areas are not acceptable for a homeowner's policy. Porches or decks must be at least 24" high to require a railing around the perimeter of the porch or deck. Coverage may be offered under a dwelling policy.

Unsafe conditions

Including inadequate lighting of stairways or unsafe conditions which may lead to an injury claim. Coverage may be offered under a dwelling policy.

Trampolines & Pools

The yard must be fenced or a fence around the trampoline or pool to prevent unauthorized access by children. A condition charge applies.

Vicious Breeds/Animals

These are animals known to be vicious or animals which have caused a liability claim. If the animal has injured someone or caused a liability claim, we will **decline** to start coverage and offer coverage in the Dwelling program. If coverage has been started, we will send a 13-day cancellation notice. The customer may reapply by furnishing a Veterinarian's Certificate of Euthanasia for the animal.

If the animal has already been given away to a shelter, secure a signed letter from the

shelter indicating they have taken over ownership of the animal and are aware of the dog bite history.

A policy will not be issued without these documents.

If dogs of the following breeds are present, the customer **MUST** fence in the yard or provide a kennel. A Condition Charge will apply in the Homeowners program.

- Rottweiler
- Pit Bull Terrier
- German Shepard
- Husky
- Doberman
- Chow Chows
- Great Dane
- St. Bernard
- Akita

Handrails/Junk Cars/ Loss History

- Unsafe, or the absence of, handrails. Porches or decks must be at least 24" high to require a railing around the perimeter of the porch or deck.
- Junk cars/unlicensed vehicles, empty refrigerators or other potentially dangerous objects in the yard which are an attraction to children.
- Loss history. Get information on all liability claims and provide on the application.

In Home Business

Condition Charge may apply if the customer has an incidental business operating from the home that attracts customers/visitors, we require the customer to carry a business liability policy with limits of at least \$100,000 per occurrence. A copy of the in-home business liability policy must be provided before starting coverage and at each renewal. If the business is found after starting coverage, we will send a 13-day cancellation

notice.

- We will **Exclude** any Other Structure used for business purpose

Horses or other riding animals

If the customer has three or more horses or riding animals at the home, we require the customer to carry a horse liability policy with limits of at least \$100,000 per occurrence. This must be provided before a policy can be issued. If the horses are found after starting coverage, we will send a 13-day cancellation notice if there is no horse liability policy in force. A Condition Charge will apply regardless of the number of horses.

NON-RENEWALS, CANCELLATIONS, & REJECTED APPLICATIONS

Procedure

Our reasons to cancel, non-renew, or reject coverage have been reviewed earlier in this manual. All cancellation notices will provide the reason for our action. If another insurance program is available, we will offer it.

We adhere to the following legal time requirements:

- 13 days for non-payment of premium.
- 13 days within the first 60 days of coverage (additional time may be allowed to make repairs).
- 13 days for mid-term cancellation- material misrepresentation and substantial change in risk.
- 60 days for non-renewal.

All policies that are canceled midterm will have the unearned premium (if premium is paid in advance) prorated and returned to the named insured.

Cancellation request from an insured to cancel mid term require a written and signed request from the named insured. Any request to back date a cancellation more than 30 days will require proof of other insurance coverage in force, or that the property has been sold.

OTHER IMPORTANT INFORMATION

Assignment of Policies

We do not assign policies. A new application is required. Exceptions are if one of the current named insureds is deceased or divorced, or if the named insured dies and the policy is changed to the name of the estate. We need this information in writing from either the Customer or Producer. If the property is not occupied, we will set the policy up for cancellation/non-renewal.

Proper Names of Insureds

On commercial or dwelling policies, the named insured is either:

- an individual - list his/her name
- a partnership - list all partners' names, if practical
- a corporation - list the name of the corporation

Individuals or partnerships can be listed as "names" d/b/a "business name". Corporations have "Inc.", "LLC", or "Ltd." at the end of their names.

Homeowner policies must be in the name of the owners that occupy the home using "and" - not "or" or "and/or". List non-occupant co-owners as additional insureds. A corporation or "LLC" cannot be a Named Insured in a Homeowner policy.

Correcting Property Location on Issued Policies

If we receive an application where the producer or customer has made an error and provided an incorrect property location:

- We will endorse the policy to the correct location if we are notified, in writing, within 7 days of issuance of the Declaration page
- After 7 days, a flat cancellation request must be received along with a new application with deposit.

If coverage has not been started, we can change the location in the system and a new submission is not needed.

If the error is made by us, we will endorse the policy back to inception after we are notified of the error anytime during the current policy period.

Inspection Procedure

The WIP will order an inspection after a policy is issued in most cases. However- we reserve the right to inspect first if the underwriter feels this is the best course of action.

- We use a 3rd party vendor for all inspections.

All properties are to be inspected. The WIP will consider waiving an inspection report in the following circumstances:

- Property on island. Provide 4 color photos (each side of home) from customer.
- Seasonal valued under \$50,000 with no indication of property condition problems on application. Provide 4 color photos from customer.
- Where there is an existing report on file less than 6 months old for same customer and only minor condition problems.

These are guidelines only. If the underwriter feels an inspection is warranted, one may be ordered. Typically, our inspections are exterior only, but an underwriter may request an interior of they feel it is needed.

Producers Non-Compliant with WIP Provisions

The Plan Manager may refer to the OCI, at his/her discretion pending the severity of the problem, any insurer or agent that does not comply with the provisions of the WIP.

Applicant's Signature on Application

Wisconsin Insurance Plan applications do not require the signature of the applicant. We do require the "electronic signature" of the person submitting the online application to use. The "electronic signature" is the last 4 of the producer's SSN or the agencies FEIN.

Changing Producers on a Policy

- By a letter signed by the customer (only at renewal, never mid-term)
- By a cancel and re-write.
- By a letter from one producer assigning policies to another producer and acknowledging the pro-rated commission payback they will be charged.

Coverage Forms**COMMERCIAL**

<u>Form Number</u>	<u>Form Title</u>	<u>Edition</u>
CP 00 99	Standard Property Policy	06 07
CP 01 40	Exclusion Due to Virus or Bacteria	07 06
CP 01 94	Wisconsin Changes	10 02
CP 10 32	Water Exclusion Endorsement	08 08
CP 12 18	Loss Payable Provisions	06 07
IL 09 52	Cap On Losses – Terrorism	03 08
IL 09 85	Disclosure – Terrorism Risk	01 08
WP 0001	Keep This Notice	08 14

DWELLING

<u>Form Number</u>	<u>Form Title</u>	<u>Edition</u>
DP 00 01	Dwelling Property Basic Form	12 02
DP 00 08	Modified Loss Settlement	12 02
DP 01 48	Special Provisions	04 04
DP 04 22	Limited Fungi, Wet, Dry Rot & Bacteria	12 02
DP 04 41	Additional Insured	12 02
DP 04 72	Broad Theft Coverage	12 02
DP 04 73	Limited Theft Coverage	12 02
DP 04 94	Loss Settlement	04 04
DP 05 38	Caps from Certified Acts of Terrorism	06 08
DP 16 10	Water Exclusion Endorsement	01 09
WP 00 01	Keep This Notice	08 14
WP 02 91	Exclusion of Specified Other Structures	01 06

HOMEOWNER

<u>Form Number</u>	<u>Form Title</u>	<u>Edition</u>
HO 00 08	Homeowner 8, Modified Coverage Form	10 00
HO 01 48	Special Provisions	04 01
HO 04 26	Limited Fungi, Wet, Dry Rot & Bacteria	04 02
HO 04 30	Theft Coverage Increase	10 00
HO 04 41	Additional Insured	10 00
HO 04 48	Other Structure on Residence Premises	10 00
HO 04 96	Daycare Exclusion	10 00
HO 04 97	Home Day Care Coverage	10 00
HO 16 09	Water Exclusion	01 09
WP 00 01	Keep This Notice	08 14
WP 01 81	Exclusion of Punitive/Exemplary Damages	02 05
WP 01 91	Exclusion of Specified Other Structures	02 05