



Wisconsin Compensation Rating Bureau

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## **CIRCULAR LETTER 2870 – MAY 10, 2001**

### PROCEEDINGS OF THE WISCONSIN RATING COMMITTEE

To: Members of the Bureau

FROM: Donna Knepper

RE: Proceedings of the Wisconsin Rating Committee  
Item Number 2868 – March 21, 2001  
Item Number 3808 Wisconsin Law Endorsement

Pursuant to ch 626, Wis. Stats., the State of Wisconsin, Office of the Commissioner of Insurance has advised that the action taken by the Rating Committee has been approved effective April 17, 2001.

The current Wisconsin Law Endorsement, WC48 06 01 B, is replaced with two separate endorsements. One is the Wisconsin Cancellation and Nonrenewal Endorsement, WC 48 06 06 which allows a carrier to extend the cancellation and nonrenewal notification requirements. The other one is the Wisconsin Law Endorsement, WC 48 06 01 C, which eliminates subrogation language no longer in s. 102.29 of the Worker's Compensation Act.

Copies of the new endorsements are attached for your reference.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****Wisconsin Cancellation and Nonrenewal Endorsement**

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

The Cancellation Section (D) of the Part Six – Conditions is deleted and replaced by the following:

**A. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for any reason if the policy has been in effect for less than sixty (60) days. If the policy is issued for a term longer than one year or for an indefinite term, we may cancel the policy for any reason on an annual anniversary of the policy effective date. We may cancel the policy at any other time for the following reasons:
  - a. you fail to pay all premiums when due, however, we must deliver or mail, first class, not less than thirty (30) days advance written notice stating when the cancellation is to take effect;
  - b. a material misrepresentation;
  - c. a substantial breach of the obligations, conditions or warranties under the policy; or
  - d. a substantial change in the risk we assumed under the policy unless it was reasonable for us to foresee the change or expect the risk when we issued the policy.
3. If we cancel for any permissible reason other than non-payment of premium, we must deliver or mail, first class, not less than\* thirty (30) days notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
4. The policy period will end on the day and hour stated in a notice of cancellation.

**B. Nonrenewal**

1. You have the right to have the insurance renewed unless we deliver or mail to you not less than\* sixty (60) days advance written notice stating our intention not to renew this policy.
2. We do not have to renew the insurance if you do not pay the renewal premium billing by the due date or if you accept replacement insurance, are insured elsewhere, requested or agree to nonrenewal, or if the policy is expressly designated as being nonrenewable.

3. If we renew the insurance, we may use the policy forms, rates and rating plans we are then using for similar risks. We may limit the policy to a term equivalent to the term of the expiring policy or one year whichever is less.
4. If we offer to renew the policy on less favorable terms, we will mail or deliver written notice of the new terms by first class mail to you, the policy holder, at least sixty (60) days prior to the renewal date. The definition of “terms” does not include manual rates, experience modification factors, or classification of risks.

If we provide such notice within sixty (60) days prior to the renewal date, the new terms will not take effect until sixty (60) days after written notice is mailed or delivered, in which case, you, the policy holder, may elect to cancel the renewal policy at any time during the sixty (60) day period. The notice will include a statement of your right to cancel. If you elect to cancel the renewal policy during the sixty (60) day period, the return premium or additional premium charges shall be calculated proportionally on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that; (a) is less than 25%; or, (b) results from a change based on your action that alters the nature and extent of the risk insured against, including, but not limited to, a change in the classifications for the business.

\* Any written agreement attached to and made a part of the policy, between the insurance carrier and policyholder which extends the cancellation or nonrenewal notification timeframe, will supercede the aforementioned notification requirements found in items A.3., and B.1., respectively.

## **WISCONSIN LAW ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

This policy is amended to reflect the following changes and/or additions to clarify or comply with Wisconsin Law:

- I. If our agent has knowledge of a change in or a violation of a policy condition, this will be considered our knowledge and will not void the policy or defeat a recovery for a claim.
- II. “Workers Compensation Law” means Chapter 102, Wisconsin Statutes. It does not include and this policy does not apply to any obligation under Chapter 40, Wisconsin Statutes, or Section 66.191, Wisconsin Statutes, or any amendment to these laws.
- III. Any language involving “Actions Against Us” is replaced and amended to provide that no legal action may be brought against us until there has been full compliance with all the terms of this policy.
- IV. If any injury occurs that may be covered by this insurance, the policy is amended to provide that you must notify us of that injury as soon as reasonably possible.