

## **AMENDATORY ENDORSEMENT – LEGAL EXPENSE COVERAGE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### **WISCONSIN PRIVATE PASSENGER AUTOMOBILE INSURANCE POLICY**

**Coverage M--Legal Expense.** The Company will reimburse you, up to \$500, for attorney's fees and expenses incurred by you for services rendered by an attorney to defend you against citation(s) alleging a moving violation while you are driving your insured car; the citations must have been issued to you during the policy period.

The maximum benefit to be paid under this coverage is \$500 during the policy period set forth in the declarations of the policy to which this endorsement is attached; this is the maximum benefit regardless of the number of citations issued, number of your insured cars, or number of persons insured.

**Definitions.** Except as defined herein, the definitions under the Definitions section of the policy apply to this endorsement:

**“moving violation”** means any traffic violation of the Wisconsin Vehicle Code (Wis. Stat. 340.01 et seq.) or any such similar local law committed while an automobile is in motion;

**“punitive or exemplary damages”** means sums awarded by a court of competent jurisdiction against you as a punishment or deterrent;

**“out of pocket expenses”** means expenses, including but not limited to, court costs, towing charges, impound fees, travel expenses or any other incidental expenses relating to the citations(s);

**“certain Wisconsin laws”** means the Wisconsin Criminal Code (Wis. Stat. 938.01 et seq.), Wisconsin Alcohol Beverages Act (Wis. Stat. 125.01 et seq.), Wisconsin Alcohol Beverages Act (Wis. Stat. 125.01 et seq.) or the Wisconsin Identification Cards Act (Wis. Stat. 343.50 et seq.).

**Exclusions.** The coverage provided by this endorsement does not apply to:

- (a) any citation alleging violation of certain Wisconsin laws.
- (b) any citation alleging a violation other than a moving violation.
- (c) any citation issued outside of the State of Wisconsin.
- (d) any citation issued to anyone other than you.
- (e) any citation issued before or after the policy period set forth in the declarations of the policy to which this endorsement is attached.
- (f) any citation issued to you while you are not driving your insured car.
- (g) expenses or fees incurred with an attorney who is not licensed to practice law in the State of Wisconsin.
- (h) any fine, penalty or assessment to be paid on a citation.
- (i) any punitive or exemplary damages to be paid on a citation or otherwise.

- (j) your out of pocket expenses regardless of whether incurred by you or your attorney.

**Proof of Loss.** You must give the Company written proof of loss within ninety (90) days of the date of the citation(s). Such proof of loss must include a copy of the citation(s) and a copy of any bills or invoices incurred by you for services rendered by your attorney; the services rendered by your attorney must have been to defend you against citation(s) alleging a moving violation while you were driving your insured car. Failure to give such proof of loss within the time required shall make the coverage provided by this endorsement invalid. However, failure to provide copies of bills or invoices for attorney's fees or expenses incurred after giving proof of loss shall not invalidate or reduce the coverage provided by this endorsement, if such bills or invoices are furnished as soon as is reasonably possible and in no event later than one (1) year from the time proof of loss is initially required to be furnished hereunder. All bills or invoices for attorney's fees and expenses submitted shall provide a breakdown of the attorney's fees and expenses by citation. Following receipt of proof of loss, the Company shall have the right to request additional documents to support the claim for coverage under this endorsement.

**Action Against Company.** No action at law or in equity shall be brought to recover under this endorsement prior to sixty (60) days after written proof of loss has been furnished as required by this endorsement. No such action shall be brought after the expiration of one (1) year after the time proof of loss is initially required to be furnished hereunder.

**Selection of Attorney.** Notwithstanding the Company's right to select counsel and control the defense of suits against an insured person as described in Part I of the policy, the Company is not required to select and will not select an attorney for you; the Company also shall not control the attorney you select for purposes of the coverage described in this endorsement. You shall be solely responsible to choose and retain your own attorney. The choice of attorney and the attorney's fees and expenses charged by that attorney shall not expand or enlarge the Company's obligation under this endorsement; you shall be solely responsible to your own attorney for attorney's fees and expenses in excess of the Company's limit of liability under this endorsement.