

(e) Automobile and aircraft insurance—insurance against loss, medical or other expense, and liability for damages arising out of the ownership, maintenance or use of any automobile, aircraft or other vehicle;

(f) Fidelity insurance—insurance against loss arising out of the acts or defaults of persons in positions of trust;

(g) Surety insurance—payment for loss arising out of failure to perform contracts or obligations;

(h) Title insurance—insurance against loss by reason of defects in titles to property;

(i) Mortgage guaranty insurance—insurance against loss arising from failure of debtors to meet financial obligations to creditors under evidences of indebtedness secured by a lien or charge on real estate;

(j) Credit insurance—insurance against loss arising from failure of debtors to meet financial obligations to creditors, except as defined in paragraph (i) of this rule;

(k) Worker's compensation insurance—insurance against obligations under ch. 102, Stats., or any similar law, and including employers' liability insurance when written in the same policy;

(l) Legal expense insurance—insurance against expense for the professional services of licensed lawyers;

(m) Credit unemployment insurance—insurance against loss of income of debtors resulting from either labor disputes or involuntary unemployment;

(n) Miscellaneous—insurance against any other property or casualty insurance risk which lawfully may be the subject of insurance not specifically defined in any other paragraph of this rule.

**History:** Cr. Register, August, 1977, No. 260, eff. 9-1-77.

**Ins 6.76 Grounds for disapproval of and authorized clauses for fire, inland marine and other property insurance forms.** (1) **PURPOSE.** The purpose of this rule is to set out characteristics and provisions of fire, inland marine and other property insurance forms, as defined by Wis. Adm. Code section Ins 6.75 (2) (a), which may constitute grounds for disapproval of such forms under the provisions of s. 631.20 (2), Stats., and to promulgate authorized clauses for such forms under s. 631.23 because it has been found that: (a) price or coverage competition is ineffective because diversity in language or content makes comparison difficult; (b) provision of language, content or form of these specific clauses is necessary to provide certainty of meaning of them; (c) regulation of contract forms will be more effective and litigation will be substantially reduced if there is increased standardization of certain clauses; and (d) reasonable minimum standards of insurance protection are needed for policies to serve a useful purpose.

(2) **GROUNDS FOR DISAPPROVAL.** A fire, inland marine or other property insurance form may be considered misleading, deceptive or obscure within the meaning of s. 631.20 (2), Stats., if it does not clearly state the perils covered, the limitations, and the conditions, or if it contains provisions contrary to the law, or if it does not include clauses covering the following provisions where appropriate:

- (a) Location and description of the property covered;
- (b) Effect of other insurance on the coverage provided;
- (c) Conditions suspending, restricting or voiding the coverage provided;
- (e) Termination of the contract;
- (f) Mortgage interests and obligations;
- (g) Obligations in case loss occurs.

(3) **AUTHORIZED CLAUSES.** The following clauses, or any of them, shall be considered authorized clauses pursuant to s. 631.23, Stats. Appropriate liberalization of the prescribed language shall also be permitted.

- (a) *Insuring clause.*

**IN CONSIDERATION OF THE PROVISIONS AND  
STIPULATIONS HEREIN OR ADDED HERETO**

and of the premium above specified this Company, for the term of

from \_\_\_\_\_ at [noon (12:01 a.m.) (choose one)] Standard  
Time to \_\_\_\_\_ at location of property involved, to an  
amount not exceeding the amount (s) above specified does insure

and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured against all **DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED**, to the property described herein while located or contained as described in this policy, or pro rata for 5 days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

(b) *Uninsurable and excepted property.* This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

(c) *Perils not included.* This company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: 1. enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; 2. invasion; 3. insurrection; 4. rebellion; 5. revolution; 6. civil war; 7. usurped power; 8. order of any civil authority except