

No. 97-3492

STATE OF WISCONSIN

IN COURT OF APPEALS
DISTRICT I

FEDERATED MUTUAL INSURANCE COMPANY,

FILED

PLAINTIFF-APPELLANT,

June 9, 1998

v.

CLERK OF
COURT OF APPEALS
OF WISCONSIN

PARTS DISTRIBUTING INC.,

DEFENDANT-RESPONDENT.

ERRATA SHEET

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RE: (L.C. #95-SC-011467)
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PLEASE TAKE NOTICE that the attached page 6 is to be substituted for page 6 in the above-captioned opinion which was released on June 2, 1998.

period was almost over. The original policies were retroactively canceled as of January 1, 1994, and the new policies presented to Haidinger some time in mid-March would have covered the same time frame. Parts Distributing was in a much better position to assess its need for insurance once the covered period was almost over than it would have been had Federated alerted Haidinger of its decision at the beginning of the three months, but this was a result of Federated's actions, not Haidinger's. Federated's delay in communicating its intent to cancel the old policies and apprising Haidinger of the new premiums placed Haidinger in a far different bargaining position than he would have been at the beginning of the period. Federated's waiting until almost two weeks before the expiration of the covered period to both cancel the old policies and raise the premiums on the new ones gave Parts Distributing an almost risk-free option of simply foregoing any insurance coverage for that time period. Federated, however, was responsible for these conditions. The bottom line is that the trial court correctly found that there was never any contract between the parties for the purchase of the new policies at the higher rate. The order is affirmed.

By the Court.—Order affirmed.

This opinion will not be published. *See* RULE 809.23(1)(b)4, STATS.