

# WESTCHESTER FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDATORY ENDORSEMENT – MONTANA

This endorsement modifies insurance provided under the following:

Pet Health Insurance Policy

### I. INSURING AGREEMENT

It is hereby understood and agreed that the following is amended to read as follows:

- 5) **MONTHLY PREMIUM:** Your monthly premium is found on **your declarations page**. Monthly premiums may change for all policyholders to reflect changes in the costs of veterinary medicine. We will notify you at least forty-five (45) days in advance of such change. However, if you have prepaid the premium for this policy for a specified period, we may not unilaterally increase the rate charged or decrease the coverage provided for the period for which the premium has been paid unless:
  - a. There is a change in risk during that period because of the addition or removal of any pet that was included in the rate at last renewal;
  - b. The risk was misrepresented by you; or
  - c. You request a policy change that increases the rate because of that specific request.

### II. EXCLUSIONS & LIMITATIONS

It is hereby understood and agreed that the following is amended to read as follows:

#### 5) LIMITATIONS

- a. A pet less than six (6) years of age on the date of enrollment must have undergone a complete **clinical examination**. The exam must have taken place either in the twelve (12) months prior to the **pet policy effective date**, or within fifteen (15) days following the **pet policy effective date**. A pet six (6) years of age or greater on the date of enrollment must have undergone a complete **clinical examination**. The exam must take place either within thirty (30) days prior to the **pet policy effective date**, or within fifteen (15) days following the **pet policy effective date**. Your failure to submit your pet to a complete **clinical examination** may cancel the policy. If the policy is canceled, the policy premium will be refunded.

### III. GENERAL CONDITIONS

It is hereby understood and agreed that the following are amended to read as follows:

- 1) Premium is payable monthly by Direct Debit or by charge to your credit card, according to the option selected by you on the application. No coverage will be provided for any claim with a date of **veterinary treatment** between the premium due date and the cancellation date, unless the premium payments are current.
- 11) In the event of any disagreement between you and us with regards to a claim, the matter will be referred to a **veterinarian of ours**. If the matter is not resolved, an independent third party **veterinarian** shall be appointed by us. A decision agreed to by any two of the parties shall set the amount of the loss.

### IV. ADDITIONAL CONDITIONS

A. It is hereby understood and agreed that the following are amended to read as follows:

- 1) **MISREPRESENTATION AND FRAUD.** This policy will be cancelled if you have concealed or misrepresented any material fact or circumstance concerning this insurance or the pet covered. We do not provide coverage, whether before or after a loss, to an insured who intentionally concealed or misrepresented.
- 2) **CANCELLATION.** We may cancel this policy, based on the provisions below, by mailing or delivering written notice to you at least 20 days before the effective date of cancellation:

- a. If this **policy** has been in effect for less than 60 days, except as provided in Paragraph 2)b. below, **we** may cancel for any reason.
  - b. If this **policy** has been in effect for 60 days or more, **we** may cancel this **policy** only for one or more of the following reasons:
    1. Failure to pay a premium when due;
    2. Material misrepresentation;
    3. Substantial change in the risk assumed, except to the extent that **we** should reasonable have foreseen the change or contemplated the risk in writing the contract;
    4. Substantial breaches of contractual duties, conditions or warranties;
    5. Determination by the Commissioner of Insurance that continuation of the **policy** would place **us** in violation of the Montana insurance Code;
    6. Financial impairment of **us**; or
    7. Such other reasons that are approved by the Commissioner of Insurance.
  - c. When this **policy** is written for a period of more than 1 year, **we** may cancel for any reason at anniversary by letting **you** know at least 45 days before the date cancellation takes effect. However, if this **policy** has been issued for a term longer than 1 year and if either the premium is prepaid, or an agreed term is guaranteed for additional premium consideration, **we** may not cancel the **policy** except:
    1. For reasons specifically allowed by statute;
    2. For failure to pay a premium when due; or
    3. On grounds listed in Paragraphs b.2. through b.7. above.
- B. It is hereby understood and agreed that the following conditions are added:

**CONFORMITY WITH MONTANA STATUTES.** The provisions of this **policy** conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which **you** reside on or after the effective date of this **policy**. Any provision of this **policy** (including endorsements which modify the **policy**) that does not conform to the minimum requirements of a Montana statute is amended to conform to such statute.

**NONRENEWAL.** **We** may elect not to renew this **policy**. **We** may do so by delivering to **you** or mailing to **you** at **your** mailing address shown in the **declarations page**, written notice at least 45 days before the expiration date of this **policy**. Proof of mailing will be sufficient proof of notice.

Notification or nonrenewal to **your** insurance producer via electronic transfer of data or by electronic data retrieval device meets the requirements of a mailed or delivered copy.

**RENEWAL WITH ALTERED TERMS.** If **we** offer or purport to renew this **policy** on less favorable terms, at a higher rate, or at a higher rating plan, the new terms, rate, or rating plan will take effect on the policy renewal date only if **we** have mailed or delivered notice of the new terms, rate, or rating plan to **you** at least 45 days before the expiration date.

All other terms and conditions remain unchanged.