

WESTCHESTER FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – ILLINOIS

This endorsement modifies insurance provided under the following:

Pet Health Insurance Policy

- A. Section 1 - **INSURING AGREEMENT**, Paragraph 2) **LIFETIME LIMIT** is deleted. It is agreed that all references to "Lifetime Limit" in this Policy are deleted and no such limit is provided.
- B. Section I – **INSURING AGREEMENT**, Paragraph 5) **MONTHLY PREMIUM** is deleted and replaced with the following:
- 5) **MONTHLY PREMIUM:** Your monthly premium is set forth 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 sixty (60) days in advance of such change; provided that any change to **your** monthly premium will only take effect on the annual anniversary date of **your policy**.
- C. Section II – **EXCLUSIONS & LIMITATIONS**, Paragraph 4. Item a. is deleted and replace with the following:
- a. **We** will not pay for loss or damage arising out of any act committed by or at the direction of any insured and with the intent to cause a loss. However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if the loss arose out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss. If **we** pay a claim, **our** payment to the insured is limited to **your** insurable interest in the property less any payments **we** first made to a mortgagee or other party with a legal secured interest in the property. In no event will **we** pay more than the Limit of Insurance.
- D. Section II – **EXCLUSIONS & LIMITATIONS**, Paragraph 5. Item d. is deleted and replaced with the following:
- e. This **policy** coordinates with other insurance under which **your pet** is covered. If **you** have other insurance that covers **your pet**, **we** will pay **our** share of the **coverages** indicated on the **declarations page**. **Our** share is the proportion that the Lifetime Limit bears to the Limits of Insurance of all insurance covering **your pet**. No plan pays more than it would without the coordination provision.
- E. Section III – **GENERAL CONDITIONS**, Paragraph 11) is deleted and replaced with the following:
- 11) In the event of any disagreement between **you** and **us** with regard to a claim, **you** and **we** may agree to an appraisal of the loss. If both parties so agree, each party will select a **veterinarian**. An independent third party **veterinarian** agreed to by **you** and **us** shall be appointed. If **you** and **we** cannot agree on an independent third party **veterinarian**, either may request that selection be made by a judge of a court having jurisdiction. The **veterinarians** selected by **you** and **us** will state separately the amount of loss. If they fail to agree, they will submit their differences to the independent third party **veterinarian**. This independent third party **veterinarian's** decision shall be final and binding on all parties.
- F. Section IV - **ADDITIONAL CONDITIONS**, 1) **Misrepresentation and Fraud** is deleted and replaced with the following:
- 1) **MISREPRESENTATION AND FRAUD**
- This **policy** may be voided if **you** have concealed or misrepresented any material fact or circumstance stated in the **policy**, endorsement, rider or written application and the concealment or misrepresentation was made with the actual intent to deceive, or materially affect either the acceptance of the risk or the hazard assumed by **us**. This **policy** may not be rescinded after it has been in effect for one year or one **policy** period, whichever is less.
- G. Section IV – **ADDITIONAL CONDITIONS**, 2) **Cancellation** is deleted and replaced with the following:
- 2) **CANCELLATION**

1. **You** may cancel this **policy** by mailing to **us** advance written notice of cancellation.
- 2.a. **We** may cancel this **policy** by mailing written notice, stating the reason for cancellation, to **you** and **your** agent or broker of record, if known.
 - b. If **we** cancel for nonpayment of premium, **we** will mail the notice at least 20 days prior to the effective date of cancellation.
 - c. If **we** cancel for a reason other than nonpayment of premium, **we** will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the **policy** has been in effect for less than 60 days.
 - (2) 60 days prior to the effective date of cancellation if the **policy** has been in effect for more than 60 days.
3. If this **policy** has been in effect for more than 60 days, **we** may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The **policy** was obtained through a material misrepresentation;
 - c. **You** have violated any of the terms and conditions of the **policy**;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to **us** for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the **policy** could place **us** in violation of the insurance laws of this State.

H. Section IV – **ADDITIONAL CONDITIONS**, 3) **State Law** is deleted.