

AMENDATORY ENDORSEMENT – MONTANA

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WESTCHESTER FIRE INSURANCE COMPANY

This insurance modifies insurance provided under the following:

Pet Health Insurance Policy

A. Section **I. INSURING AGREEMENT**, Item 5) **MONTHLY PREMIUM** is deleted and replaced with the following:

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.

B. Section **II. EXCLUSIONS AND LIMITATIONS** is amended as follows:

Item **1) GENERAL EXCLUSIONS** is deleted and replaced with the following:

1) GENERAL EXCLUSIONS

We do not cover:

- a. **Veterinary examination fees;**
- b. **Illness or injury** not resulting from an **accident** that occurs within fifteen (15) days following the **pet policy effective date**;
- c. **Orthopedic** conditions (other than hip dysplasia) not resulting from an **accident** that occurs within fifteen (15) days following the **pet policy effective date**; or
- d. Hip dysplasia not resulting from an **accident** that occurs within thirty (30) days following the **pet policy effective date**.

However, the exclusions described in Section 1) b., 1) c. and 1) d. above will not apply if the **waiting periods** described are waived by **us** upon completion of a complete **clinical examination**.

Item **5) LIMITATIONS**, subparagraph a. is deleted and replaced with the following:

- a. A **pet** less than six (6) years of age on the date of enrollment should have undergone a complete **clinical examination** to ensure the ease and speed of processing **your** claim. The exam should 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 should have undergone a complete **clinical examination** within thirty (30) days prior to the **pet policy effective date**, or within fifteen (15) days following the **pet policy effective date**. When **you** submit a claim, **we** may ask **you** to provide the written record of the **clinical examination** that **you**, when **you** applied for this insurance, represented as having taken place within the applicable periods outlined in this subparagraph a.

C. Section **III. GENERAL CONDITIONS**, Items 1), 2) and 11) are deleted and replaced with the following:

- 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.
- 2) **You** may cancel **your policy** by notifying **us** in writing via regular mail, fax or email or verbally.
- 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.

D. Section **III. GENERAL CONDITIONS** is amended by addition of the following:

BASIS FOR CLAIM REIMBURSEMENT: Reimbursements are based on **your** actual veterinary bill. **We** determine the total of the covered treatments and multiply that by **your** reimbursement rate. **We** then subtract **your** remaining annual **deductible**. For example:

\$ 1,200	Covered treatments
x 90%	Your Reimbursement Level
\$ 1,080	Sub-total
\$ 100	Remaining Annual Deductible
\$ 980	Reimbursement Amount

Your pet's deductible is annual, meaning it must be satisfied only once per **policy** year and resets on the anniversary of **your pet's** enrollment.

E. Section **IV. ADDITIONAL CONDITIONS**, Items 1), 2) and 5) are deleted and replaced with the following:

- 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.

- 5) **FREE LOOK PERIOD:** If **you** are not satisfied with this **policy** within fifteen (15) days of the **Policy Effective Date**, **you** may cancel **your** insurance. **We** will refund **your** premium in full, as long as **you** have not submitted a claim. **We** will refund this premium to **you** within thirty (30) days after the date **we** receive **your** request to cancel **your policy**.

F. 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.

G. Section **V. DEFINITIONS** is amended as follows:

Items 2) **Clinical Examination**, 18) **Pet** or **Pets**, 24) **Pre-existing conditions**, 29) **Veterinarian** and 32) **Waiting Periods** are deleted and replaced with the following:

- 2) **Clinical Examination.** A thorough examination performed by a licensed and registered **veterinarian** encompassing all body systems of the **pet** that is documented in a written **veterinarian** record and paid for by **you**. Examination can also be referred to as “full physical, physical consultation, full examination or veterinary examination.” Such an examination cannot be performed by a **veterinarian** that is **you** or a member of **your** immediate family.
- 18) **Pet.** Any domesticated animal normally maintained in or near the household of its owner. It does not include livestock as defined in 81-8-213 kept for any commercial purpose.
- 24) **Pre-existing condition.** Pre-existing condition means any condition for which any of the following are true prior to the **pet policy effective date** of a **pet insurance policy** or during any **waiting period**:
- A **veterinarian** provided medical advice;
 - The **pet** received previous treatment; or
 - Based on information from verifiable sources, the **pet** had signs or symptoms directly related to the condition for which a claim is being made.

A condition for which coverage is afforded on a **policy** cannot be considered a **pre-existing condition** on any **renewal** of the **policy**.

- 29) **Veterinarian.** An individual who holds a valid license to practice veterinary medicine under 37-18-305 or a similar state law in the jurisdiction in which the **veterinarian** practices.
- 32) **Waiting periods.** The period of time specified in a **pet insurance policy** that is required to transpire before some or all of the coverage in the **policy** can begin. **Waiting periods** may not be applied to a **renewal** of existing coverage. The **waiting periods** will be waived by **us** upon completion of a complete **clinical examination**. The applicable **waiting periods** are:
- Fifteen (15) days from the **pet policy effective date** for **illness** or **injury** not resulting from an **accident**.
 - Fifteen (15) days from the **pet policy effective date** for **orthopedic conditions** (other than hip dysplasia) not resulting from an **accident**.
 - Thirty (30) days from the **pet policy effective date** for hip dysplasia not resulting from an **accident**.
- There shall be no **waiting periods** for **illness, injury** or **orthopedic conditions** resulting from an **accident**.

When **used** in the **policy**, the following terms have the meanings stated below:

- **Orthopedic.** Refers to conditions affecting the bones, skeletal muscle, cartilage, tendons, ligaments, and joints. It includes but is not limited to elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation, and ruptured cranial cruciate ligaments. It does not include cancers or metabolic, hemopoietic, or autoimmune diseases.
- **Pet insurance.** A property insurance **policy** that provides coverage for **accidents** and **illnesses** of **pets**.
- **Renewal.** To issue and deliver at the end of an insurance **policy** period a **policy** that supersedes a **policy** previously issued and delivered by the same pet insurer or affiliated pet insurer and that provides types and limits of coverage substantially similar to those contained in the **policy** being superseded.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.