

## WESTCHESTER FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDATORY ENDORSEMENT – OREGON

This endorsement modifies insurance provided under the following:

Pet Health Insurance Policy

#### 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. This **policy** is continued until cancelled, and will renew automatically each month as long as premium payments are current. When **you** have not paid the premium, **we** may cancel this **policy** by letting **you** know at least ten (10) days before the date cancellation takes effect. If a claim occurs between the premium due date and the cancellation date, **we** will deduct the premium due to **us** from the claims payments.
- 2) **You** may cancel **your policy** at any time by notifying **us** in writing via regular mail, fax or email. **We** will send **you** a refund of any excess of paid premium above the customary short rates for the expired time.
- 8) Notice of loss must be given by either **you** or **your** agent. **You** have 90 days to furnish **us** proof of loss.
- 11) In the event of any disagreement between **you** and **us** with regards to a claim, both parties can enter into an arbitration that must be mutually agreed to at the time of the dispute. On written demand of either party, each party shall select a competent and disinterested local **veterinarian**. Each party shall notify the other party in writing about the **veterinarian** selected within 20 days of such demand. Each **veterinarian** shall appraise the loss. If the two **veterinarians** fail to agree with the loss, the differences shall be submitted to a mutually selected local independent third party **veterinarian**. The independent third party **veterinarian's** decision shall be final and binding on all parties. Each party shall pay for the **veterinarian** selected by that party and the cost for the third **veterinarian** shall be divided equally between the parties.
- 12) No action can be taken against **us** unless **you** have complied with all of the terms and conditions of this **policy** and until ninety-one (91) days after proof of loss is filed and the amount of loss is determined as provided in this **policy**. **You** will have 24 months from the date of loss to take legal action against **us** with respect to recovery of a claim under this **policy**.

#### IV. ADDITIONAL CONDITIONS

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

- 1) **MISREPRESENTATION AND FRAUD** – **We** rely upon the information **you** provide **us** concerning **your pet** to enable **us** to judge the risk for this insurance. This **policy** will be voided if **you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the **pet** covered that will affect **our** acceptance of the risk or to the hazard that **we** assume. **We** do not provide **coverage**, whether before or after a loss, to an insured who intentionally concealed or misrepresented.

#### 2) CANCELLATION

- a. **We** may cancel this **policy** if **we** do not receive a monthly premium from **you** when the premium is due. In such a case a written notice will be sent to **you** at **your** last email address known to **us**, providing at least ten (10) days notice of **our** intent to cancel. The notice will be in accordance with the provisions of **III. GENERAL CONDITIONS** 1). Otherwise, **we** may cancel this **policy** for any other reason by providing **you** at least thirty (30) days written notice.

#### **IV. DEFINITIONS**

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

33) **Working Pets.** Any pet whose principal purpose of ownership is racing, breeding, law enforcement, guarding or for any commercial use.

All other terms and conditions remain unchanged.

**SAMPLE**