

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.
PLEASE READ IT CAREFULLY.

WASHINGTON AMENDATORY ENDORSEMENT

This endorsement modifies coverage provided under this insurance:

PET HEALTH INSURANCE

PART I – DEFINITIONS

The following Definition is added:

Pet insurance means a property insurance policy that provides coverage for **Accidents** and **Illnesses** of **Pets**.

PART IV – EXCLUSIONS

Exclusion **1.** is deleted in its entirety and replaced with the following:

1. The following canine **Orthopedic** conditions that occur or show **Clinical Signs** during the first thirty (30) days after the **Pet Original Start Date** are excluded and are **Pre-existing Conditions** for the life of the policy:
 - a. Cruciate Ligament Disease;
 - b. Intervertebral Disk Disease (IVDD);
 - c. Patellar Luxation; and
 - d. Hip Dysplasia.

Exclusions **2.a.** and **2.b.** are deleted in their entirety and replaced with the following:

2. **Pre-existing Conditions;**

In addition, the following **Illnesses** or **Injuries** shall be considered **Pre-existing Conditions**:

- a. If your **Pet** has had **Clinical Signs**, prior to being insured or during the first thirty (30) days after the **Pet Original Start Date**, of a **Bilateral Condition** on one side of the body, they run a higher risk of the same condition on the other side of the body and future occurrences of the same condition will not be covered. For example, but not limited to, if a dog has been diagnosed with a cruciate ligament disease in their left leg during the first thirty (30) days after the **Pet Original Start Date**, a subsequent cruciate ligament disease in their right leg shall be considered a **Pre-existing Condition**.
- b. Any **Pet** diagnosed, treated or showing **Clinical Signs** of intervertebral disk disease (IVDD) prior to being insured or during the first thirty (30) days after the **Pet Original Start Date** runs a higher risk of further episodes of IVDD in other disc spaces and will not be covered for any future incidences of this condition in any area.

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PART VI - OTHER TERMS AND CONDITIONS

Condition **2. Cancellation** is deleted in its entirety and replaced with the following:

2. Cancellation.

You may cancel this policy at any time by notifying us or the insurance producer of the date cancellation is to take effect in one of the following ways:

- a. Written notice of cancellation to the insurer or producer by mail, fax or e-mail;
- b. Surrender of the policy or binder to the insurer or producer; or
- c. Verbal notice to the insurer or producer.

If the insurer receives notice of cancellation from the insured, it must accept and promptly cancel the policy or binder issued as evidence of **Coverage** effective the later of:

- a. The date notice is received; or
- b. The date the insured requests cancellation.

If an insured provides verbal notice of cancellation to the insurer, the insurer may require the insured to provide written confirmation from the insured.

Insurers may retroactively cancel a policy to accommodate the insured.

Insurers must establish safeguards to ensure the person requesting cancellation:

- a. Is authorized to do so; and
- b. Is informed that the request to cancel the policy is binding on both parties.

We may cancel this policy as stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice, together with our reason for cancellation, will be mailed to you and, if applicable, your insurance producer at the last address known to us or shown by our records. Proof of mailing will be sufficient proof of notice.

- a. When you have not paid the premium, or any installment of such premium, when due, we may cancel this policy by letting you know at least ten (10) days before the date cancellation takes effect.

If this policy is cancelled for nonpayment of premium, we may, at our option reinstate the policy. However, policies cancelled for nonpayment of premium are subject to underwriting review prior to reinstatement being offered or approved. A reinstatement fee may be charged.

- b. We may cancel this policy for any reason other than nonpayment of premium by letting you know at least sixty (60) days before the date cancellation takes effect.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all **Coverage** for all persons and all **Pets**. If this policy is canceled, **Coverage** will not be provided as of the effective date of the cancellation shown on the notice of cancellation.

Condition **4. Nonrenewal** is deleted in its entirety and replaced with the following:

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4. **Nonrenewal.**

We may elect not to renew this policy. We may do so by mailing to you and, if applicable, your insurance producer at the last address known to us or shown by our records, notice, including our reason for refusing to renew, at least sixty (60) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

Condition **5. Misrepresentation, Concealment or Fraud** is deleted in its entirety and replaced with the following:

5. **Misrepresentation, Concealment or Fraud.**

We provide coverage to no insureds under this policy if, whether before or after a loss, an insured has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements with the intent to deceive;

relating to this insurance.

Moreover, if a person knowingly makes a **Claim** based on false information with the purposes of defrauding us, that person may be guilty of insurance fraud, which is a crime. We have a duty to seek out insurance fraud and report it to the appropriate authorities. We will then cooperate fully with the authorities as required by law.

Condition **8. Increasing Coverage** is deleted in its entirety and replaced with the following:

8. **Increasing Coverage.**

In the event you choose to increase your **Pet's Coverage** after the **Pet Original Start Date**, including lowering your **Deductible**, increasing the **Annual Maximum**, adding **Physical Examination Coverage** and/or **Medication Coverage**, or increasing the **Reimbursement Percentage**, the **Illness Waiting Period** and the determination of **Pre-existing Conditions** reset as of the date of the **Coverage** change. There is no reset for a decrease in **Coverage**.

We will automatically renew your policy at expiration unless you are otherwise notified of nonrenewal. We may change the premium, **Reimbursement Percentage** amounts, **Deductible**, policy terms and conditions at renewal. You will be notified at least twenty (20) days in advance of changes in writing.

The following is added to Condition **11. Promotional Offers Insurance**:

However, no insured will receive more than \$100 in promotional offers during any consecutive twelve-month period.

Condition **12. Other Insurance** is deleted in its entirety and replaced with the following:

12. **Other Insurance And Service Agreement.**

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- a. If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.
- b. If a loss covered by this policy is also covered by a service agreement, this insurance is excess over any amounts payable under any such insurance or agreement.

Service agreement means a service plan, property restoration plan or other similar service warranty agreement, even if it is characterized as insurance.

It is your responsibility to notify us in the event that other insurance is in force. Failure to do so may be considered concealment and may render **Coverage** provided under this policy null and void and all outstanding **Claims** shall be forfeited and not paid.

Condition **17. Electronic Delivery** is deleted in its entirety and replaced with the following:

17. Electronic Delivery.

Unless you request written notice by regular mail, by accepting the terms of this insurance as evidenced by the payment of premiums, you agree that this policy, any endorsements and any notices shall be delivered to you by electronic mail via the internet.

The following is added to Condition **19. Our Right to Recover Payment:**

We shall be entitled to a recovery only after the person has been fully compensated for damages.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.