

## WEST VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### MEDICAL TRANSPORTATION SERVICES POLICY

A. Paragraph **b.** of the **Cancellation & Reimbursement** provision is deleted and replaced by the following:

- b. The **Company** may cancel this Policy as stated below by letting the **Insured** know in writing of the date cancellation takes effect. The cancellation notice, together with the **Company's** specific reason for cancellation, will be delivered to the **Insured** or mailed through first class mail to the **Insured's** last address known to the **Insurer**. Proof of mailing will be sufficient proof of notice.
- (1) When the **Insured** has not paid the premium, the **Company** may cancel at any time by letting the **Insured** know at least 10 days before the date cancellation takes effect.
  - (2) When this Policy has been in effect for less than 60 days and is not a renewal with the **Company**, the **Company** may cancel for any reason by letting the **Insured** know at least 10 days before the date cancellation takes effect.
  - (3) When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with the **Company**, the **Company** may also cancel for one or more of the following reasons:
    - (a) Conviction of the **Insured** of any crime having as one of its necessary elements an act increasing any hazard insured against;
    - (b) Discovery of fraud or material misrepresentation made by or with the knowledge of the **Insured** in obtaining or continuing the Policy, or in presenting a claim under this Policy;
    - (c) Discovery of willful or reckless acts or omissions on the part of the **Insured** which increase any hazard insured against;
    - (d) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
    - (e) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
    - (f) A determination by the insurance commissioner that the continuation of the Policy would place the insurer in violation of the insurance laws of West Virginia;
    - (g) Real property taxes owing on the insured property have been delinquent for two or more years and continue delinquent at the time notice of cancellation is issued;
    - (h) We cease to write the particular type or line of insurance coverage contained in this Policy throughout West Virginia or discontinue operations within West Virginia; or
    - (i) There has been a substantial breach of the provisions of this Policy. This can be done by letting the **Insured** know at least 30 days before the date cancellation takes effect.

B. The following is added to the Policy and supersedes anything to the contrary:

#### **Nonrenewal (Other than Charter Lifetime Policies)**

The **Company** may elect not to renew this Policy by letting the **Insured** know in writing at least 30 days before the expiration date of this Policy. This nonrenewal notice, together with the **Company's** specific reason for nonrenewal, will be delivered to the **Insured** or their last address known by the **Company**. Proof of mailing will be sufficient proof of notice.

C. The **Time Payment of Claims** provision under **Claims Provisions** is deleted and replaced by the following:

**Time Payment of Claims** – Any benefits payable under the Policy will be paid within 15 days upon receipt of due written proof of loss.

D. The **Alternative Dispute Resolution** provision under **Limitations on Liability** is deleted and replaced by the following:

**Arbitration** – If the **Company** and the **Insured** do not agree whether coverage is provided under this Policy of insurance for a claim made by or against the **Insured**, both parties may, by mutual consent, agree in writing to arbitration of the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction.

Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the Policy is located. Local rules of law as to procedure and evidence will apply.

A decision agreed to by any two will be binding.

Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will:

- a. Pay its chosen arbitrator; and
- b. Bear the other expenses of the third arbitrator equally.