

**AMENDATORY ENDORSEMENT – LOUISIANA**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**WESTCHESTER FIRE INSURANCE COMPANY**

This endorsement modifies insurance provided under the following:

Pet Health Insurance Policy

**A.** The following provision is added:

This **policy** provides **pet insurance**.

**B.** Section **II. EXCLUSIONS & 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. **Orthopedic** conditions (hip dysplasia only) 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 **9)** and **11)** are deleted and replaced with the following:

- 9)** The loss is payable within thirty days after completion of the claim form.

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** is amended as follows:

Item 1) **MISREPRESENTATION AND FRAUD** is deleted and replaced with the following:

1) **MISREPRESENTATION AND FRAUD** – This **policy** will be cancelled or denied if **you** have knowingly and with intent to deceive 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 with intent to deceive.

Fraud or misrepresentation with the intent to deceive made after the contract is formed is grounds to deny coverage and is a reason for cancellation; coverage for legitimate claims will be provided until cancellation is effective.

Item 2) **CANCELLATION** is amended by addition of the following:

- c. Any refund due to **you** because of either cancellation, elimination, or reduction of coverage by **us** or **you** shall be accompanied with interest at the rate of one and one-half percent per month of the amount of the refund due, without the benefit of daily proration of this monthly interest, after thirty days of either of the following: the delivery to **you** of the written notice of such cancellation, elimination, or reduction; or delivery to **our** state, regional, or home office, from which such refund would issue, of the written request for such cancellation, elimination, or reduction.
- d. Upon **your** written request, **we** shall provide to **you** in writing the reasons for cancellation of the policy.
- e. Any return premium will be paid to **you** as soon as practicable following such cancellation.

Item 5) **Free Look Period** is deleted and replaced with the following:

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

Items 2) **Clinical Examination**, 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.

24) **Pre-existing condition.** Pre-existing condition means a condition for which any of the following are true prior to the **pet policy effective date** or during any **waiting period**:

- a. A **veterinarian** provided medical advice.
- b. The **pet** received previous treatment.
- c. 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 shall not be considered a pre-existing condition on any renewal of the policy.

29) **Veterinarian.** Veterinarian means an individual who holds a valid license to practice veterinary medicine from the appropriate licensing entity in the jurisdiction in which the individual practices.

32) **Waiting periods.** The period of time specified below that is required to transpire before some or all of the coverage in the **policy** begins. **Waiting periods** may not be applied to renewals of existing coverage. The **waiting periods** will be waived by **us** upon completion of a complete **clinical examination**. The applicable **waiting periods** are:

- a. Fifteen (15) days from the **pet policy effective date** for **illness or injury** not resulting from an **accident**.
- b. Fifteen (15) days from the **pet policy effective date** for **orthopedic** conditions (other than hip dysplasia) not resulting from an **accident**.
- c. Thirty (30) days from the **pet policy effective date** for **orthopedic** conditions (hip dysplasia only) not resulting from an **accident**.

There shall be no **waiting periods** for **illness, injury** or **orthopedic** conditions resulting from an **accident**.

The following definitions are added:

- **Pet insurance.** Pet insurance means a property insurance policy that provides coverage for accidents and illnesses of pets.
- **Orthopedic.** Orthopedic means conditions affecting the bones, skeletal muscle, cartilage, tendons, ligaments, and joints.
  - a. Orthopedic conditions include but are not limited to elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation, and ruptured cranial cruciate ligaments.
  - b. Orthopedic conditions do not include cancers or metabolic, hemopoietic, or autoimmune diseases.

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.