

**WESTCHESTER FIRE INSURANCE COMPANY**

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

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

**AMENDATORY ENDORSEMENT – MAINE**

This endorsement modifies insurance provided under the following:

Pet Health Insurance Policy

**A. 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.

**B. Section III. GENERAL CONDITIONS**, Item **2)** is deleted and replaced with the following:

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

**C. 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
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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.

**D. Section IV. ADDITIONAL CONDITIONS, Item 1) Misrepresentation and Fraud**, is deleted and replaced with the following:

1.) Concealment, Misrepresentation or Fraud

We do not provide coverage to one or more insureds who, at any time:

- a. Intentionally concealed or misrepresented a material fact;
- b. Engaged in fraudulent conduct; or
- c. Made a false statement;

relating to this insurance.

**E. Section IV. ADDITIONAL CONDITIONS, Item 2) Cancellation**, is amended by addition of the following:

c. If this **policy** has been in effect for 60 days or more the following is added to the **Cancellation** Condition and supersedes any other provisions to the contrary:

We may cancel this **policy** only for one or more of the following reasons:

1. Nonpayment of premium;
2. Fraud or material misrepresentation made by **you** or with **your** consent in obtaining the **policy**, continuing the **policy** or in presenting a claim under the **policy**;
3. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
4. Failure to comply with reasonable loss control recommendations;
5. Substantial breach of contractual duties, conditions or warranties; or
6. Determination by the superintendent of insurance that the continuation of a class or block of business to which the **policy** belongs will jeopardize **our** solvency or will place **us** in violation of the insurance laws of Maine or any other state.

**F. Section IV. ADDITIONAL CONDITIONS, 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**.

**G. Section V. DEFINITIONS, 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 a **waiting period**:

- a. A **veterinarian** provided medical advice regarding the condition;
- b. The **pet** received previous treatment for the condition; or
- 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.

29) **Veterinarian.** 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 in a **pet insurance policy** that is required to transpire before some or all of the coverage in the **policy** begins. 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**.

**H.** The following provision is added and supersedes any provision to the contrary with respect to the payment of post-judgment interest:

Post-judgment Interest

**We** will pay interest accruing after a judgment is entered in accordance with Maine law. **Our** duty to pay interest ends when **we** pay, offer to pay or deposit in court that part of the judgment which does not exceed **our** Limit of Insurance for which coverage is provided under this **policy**. This payment will not reduce the Limit of Insurance for which coverage is provided under this **policy**.

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.