

## WESTCHESTER FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDATORY ENDORSEMENT – GEORGIA

This endorsement modifies insurance provided under the following:

#### Pet Health Insurance Policy

1. Section **III GENERAL CONDITIONS**, Items 8) through 11) are deleted.
2. Section **IV ADDITIONAL CONDITIONS**, Item 1) **MISREPRESENTATION AND FRAUD** is deleted and replaced with the following:

**MISREPRESENTATION AND FRAUD-** This **policy** will be cancelled if **you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the **pet(s)** covered. **We** do not provide **coverage**, whether before or after a loss, to an insured who intentionally concealed or misrepresented.

3. Section **IV ADDITIONAL CONDITIONS**, Item 2) **CANCELLATION** is deleted and replaced with the following:

#### 2) **CANCELLATION:**

- a. If **we** decide to: (1) cancel or nonrenew this **policy**; or (2) increase current **policy** premium by more than 50% (other than any increase due to change in risk or additional **pets**); or (3) change any policy provision which would limit or restrict coverage; then **we** will mail or deliver notice of our action (including dollar amount of any increase in renewal premium of more than 15%) to **you** at the last mailing address known to **us**. **We** will mail or deliver notice at least: (1) 10 days before the effective date of cancellation if this **policy** has been in effect less than 60 days or if **we** cancel for nonpayment of premium; or (2) 45 days before the effective date of cancellation if this **policy** has been in effect 60 or more days and **we** cancel for a reason other than nonpayment of premium; or (3) 45 days before the expiration date of this **policy** if **we** decide to nonrenew, increase premium or limit or restrict coverage.
- b. **You** may cancel this **policy** by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled. The effective date of cancellation will be either the date **we** receive notice from **you** or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from **you**, **we** may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to **you**.

**Our** notice will state the effective date of cancellation, which will be the later of the following: (1) 10 days from the date of mailing or delivering **our** notice, or (2) the effective date of cancellation stated in **your** notice to **us**.

#### c. Premium Refund

1. If this **policy** is cancelled, **we** will send **you** any premium due.
2. If **we** cancel, the refund will be pro rata, except as provided in 3. below.
3. If the cancellation is a result from **your** failure to pay the premium when due, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
4. If **you** cancel, the refund may be less than pro rata.
5. The cancellation will be effective even if **we** have not made or offered a refund.

4. The following are added:

#### **CLAIM PROCEDURES**

- 1) Notice of loss must be given by **you**.
- 2) The loss is payable within sixty days after completion of the claim form, unless applicable state law provides for a shorter period.

- 3) In order to process a claim, **you** must allow **us** to contact **your** present and previous **veterinarian(s)** and provide **us** with the necessary authority to obtain any information **we** may require. In the event information relating to the history of the **pet** is missing or incomplete, the claim may not be processed. **You** must also agree to submit the **pet** to examination, if **we** require, by a **veterinarian** selected by **us**.
- 4) In the event of any disagreement between **you** and **us** with regard 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**. This independent third party **veterinarian's** decision shall not be binding on either party.

#### **ORTHOPEDIC SURGERY CLAIMS**

We cover orthopedic surgery based on **your pet's** medical records. This **policy** covers orthopedic surgery unless such surgery is needed to treat a **pre-existing condition**. Subject to all of the terms and conditions of this policy and for the avoidance of doubt, **pre-existing condition** is defined in the policy to which this endorsement is attached and includes (but is not limited to) any **illness, injury** or **condition** that requires orthopedic surgery if, according to **your pet's** medical records, such **illness, injury** or **condition** first occurred or otherwise first became manifest prior to the **pet policy effective date**.

There is a six-month waiting period for orthopedic surgery claims.

All other terms and conditions remain unchanged.