

WESTCHESTER FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – KANSAS

This endorsement modifies insurance provided under the following:

Pet Health Insurance Policy

A. Section **III. GENERAL CONDITIONS**, Item 9) is deleted and replaced with the following:

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

B. Section **III. GENERAL CONDITIONS**, Item 11) is deleted and replaced with the following:

11) After a dispute has arisen regarding a claim, arbitration may take place if **you** and **we** fail to agree on the amount of the loss. This arbitration will take place only if both **you** and **we** agree, voluntarily, to have the loss arbitrated. The matter will be referred to a **veterinarian** of **ours** for resolution. If the matter is not resolved, an independent third party veterinarian shall be appointed. The choice of the third party veterinarian must be agreeable to both **you** and **us**. This independent third party **veterinarian's** decision shall be final and binding on all parties.

C. Section **III. GENERAL CONDITIONS**, Item 12) is deleted and replaced with the following:

12) Every action or proceeding against us for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within five years after the loss or damage occurs.

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

1) **MISREPRESENTATION AND FRAUD** – This policy will be voided in the event of fraud. **We** do not provide **coverage**, whether before or after a loss, in the event of fraud.

For the purpose of this condition fraud means: an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

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

2) **CANCELLATION**

a. **We** may cancel this policy if **we** do not receive a monthly premium from **you** when the premium is due. In such a case a written notice will be sent to **you** at **your** last address known to **us**, providing at least (30) days notice of **our** intent to cancel. The notice will be in accordance with the provisions of **III. GENERAL CONDITIONS** 1). Otherwise, **we** may cancel this **policy** by providing **you** at least ninety (90) days written notice.

All other terms and conditions remain unchanged.