

AMENDATORY ENDORSEMENT – MARYLAND

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
WESTCHESTER FIRE INSURANCE COMPANY**

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 1) is deleted and replaced with the following:

- 1) Premium is payable monthly by Direct Debit or by charge to **your** credit card, according to the option selected by **you** on the application. This **policy** is continued until cancelled, and will renew automatically each month as long as premium payments are current. When **you** have not paid the premium, **we** may cancel this **policy** by letting **you** know at least twenty (20) days before the date cancellation takes effect.

- C. 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. D. Section **III. GENERAL CONDITIONS**, Item 10) is deleted and replaced with the following:
- 10) In order to process a claim, **you** must allow us to contact **your** present and previous **veterinary practitioner(s)** and provide **us** with the necessary authority to obtain any information **we** may require. **You** must also agree to submit the **pet** to examination, if **we** require, by a **veterinary practitioner** we select.
- E. Section **III. GENERAL CONDITIONS**, Item 11) is deleted in its entirety.
- F. 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 three years from the date it accrues or unless state law requires a longer period.
- G. 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.
- H. 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 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. When the **policy** is cancelled, **we** will provide you with notice, by certificate of mail, at least 45 days before the date of the proposed cancellation or expiration of the **policy**.
- Item 2)**CANCELLATION**, subparagraph b. is deleted and replaced with the following:
- b. **You** may cancel this **policy** at any time by notifying **us** in writing via regular mail, fax or email or verbally. This is in accordance with the provisions of **III. GENERAL CONDITIONS**, Item 2). 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 ten (10) 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**.
- I. Section **V. DEFINITIONS** is amended as follows:
- Items 2)**Clinical Examination**, 24) **Pre-existing conditions** and 32) **Waiting Periods** are deleted and replaced with the following:
- 2) **Clinical Examination.** A thorough examination performed by a licensed and registered **veterinary practitioner** encompassing all body systems of the **pet** that is documented in a

written **veterinary practitioner** 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 **veterinary practitioner** that is **you** or a member of **your** immediate family.

- 24) **Pre-existing condition.** A **condition** for which any of the following are true before the **pet policy effective date** of a **pet insurance policy** or during any **waiting period**: a. A **veterinary practitioner** provided medical advice; b. The **pet** received treatment; 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.

Pre-existing condition does not include, for a **renewal** of a **pet insurance policy**, a **condition** for which **coverage** was afforded on the previous **policy**.

- 32) **Waiting periods.** The period of time specified in a new **pet insurance policy** that must elapse 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**.

- J. Section V. **DEFINITIONS** is amended as follows:

Item 30) **Veterinarian** is deleted and replaced with the following:

30) **Veterinary Practitioner.** Has the meaning stated in § 2–301 of the Agriculture Article.

All references within the policy to **Veterinarian** are replaced by **Veterinary Practitioner**.

When used in the Policy, the following terms have the meanings stated below:

- **Orthopedic condition.** A **condition** affecting the bones, skeletal muscle, cartilage, tendons, ligaments, or joints. **Orthopedic condition** includes elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation, and ruptured cranial cruciate ligaments. **Orthopedic condition** does not include: (i) cancer; or (ii) a metabolic, hemopoietic, or autoimmune disease.
- **Pet insurance policy.** A property insurance **policy** that is sold by a pet insurance producer that provides **coverage** for **accidents** and **illnesses** of **pets**. **Pet insurance policy** includes a certificate or add-on coverage.
- **Renewal.** The issuance and delivery at the end of a **pet insurance policy** period of a **policy** that:
 - Supersedes the **policy** previously issued and delivered by the same **pet** insurer or an affiliated **pet** insurer; and
 - Provides types and limits of **coverage** substantially similar to those contained in the prior **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.

SAMPLE