

WESTCHESTER FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – MINNESOTA

This endorsement modifies insurance provided under the following:

Pet Health Insurance Policy

- A. Section **II – EXCLUSIONS AND LIMITATIONS**, Paragraph 5) Item **d**. is deleted and replaced with the following:
 - d. Other Insurance: This **policy** coordinates with other plans under which **your pet** is covered so that the total benefits available will not exceed 100% of the allowable Expenses.
- B. 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 against unless commenced within two years after the loss or damage occurs.
- C. Section **IV – ADDITIONAL CONDITIONS**, Item 1) **Misrepresentation and Fraud** is deleted and replaced with the following:
 - 1) Misrepresentation and Fraud: No oral or written misrepresentation made by **you**, or on **your** behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the **policy**, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.
- D. Section **III, GENERAL CONDITIONS** Item 9) is deleted and replaced with the following:
 - 9) After settlement has been agreed upon, **we** shall mail payment in the agreed amount to **you** within 5 working days.
- B. Section **III - GENERAL CONDITIONS**, Item 8) is deleted and replaced with the following:
 - 8) In the event **you** incur a loss, **you** must notify **us** or **your** agent.
- C. Section **IV. ADDITIONAL CONDITIONS** Item 2) Cancellation: the following is added:

If this **policy** has been in effect for 90 days or more, or if it is a renewal of a **policy** **we** issued, **we** may cancel only for one or more of the following reasons:

 - 1. Nonpayment of premium;
 - 2. Misrepresentation or fraud made by **you** or with **your** knowledge in obtaining the **policy** or in pursuing a claim under the **policy**;
 - 3. An act or omission by **you** that substantially increases or changes the risk insured;
 - 4. Refusal by **you** to eliminate known conditions that increase the potential for loss after notification by **us** that the condition must be removed;
 - 5. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract; or
 - 6. A determination by the commissioner that the continuation of the policy could place **us** in violation of the Minnesota insurance laws.

All Other Terms And Conditions Remain Unchanged