

AMENDATORY ENDORSEMENT – NEBRASKA

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|---------------|---------------|----|--------------------|
| Named Insured | | | Endorsement Number |
| Policy Number | Policy Period | to | |
| Issued By | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTCHESTER FIRE INSURANCE COMPANY

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:

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|----------|-----------------------------|
| \$ 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.

D. Section IV. ADDITIONAL CONDITIONS is amended as follows:

Item 1) **MISREPRESENTATION AND FRAUD** is deleted and replaced with the following:

1) MISREPRESENTATION OR BREACH OF CONDITION OR WARRANTY

A misrepresentation or warranty made by **you** or on **your** behalf in the negotiation or of application for the **policy** will void this **policy** if:

- a. It is material;
- b. It is made with the intent to deceive;
- c. **We** rely on it; and
- d. **We** are deceived to **our** injury.

A breach of warranty or condition will void the **policy** if such breach exists at the time of loss and contributes to the loss.

Item 2) **CANCELLATION** is amended by addition of the following:

- c. Any notice of cancellation will state the reason for cancellation.
- d. After this **policy** has been in effect for more than sixty (60) days, we may cancel this **policy** only for one of the following reasons:
 - (i) Nonpayment of premium;
 - (ii) The **policy** was obtained through a material misrepresentation;
 - (iii) **You** have submitted a fraudulent claim;
 - (iv) **You** have violated any of the terms and conditions of the **policy**;
 - (v) The risk originally accepted has substantially increased;
 - (vi) Certification to the Director of Insurance of loss of reinsurance by **us** which provided coverage to **us** for all or a substantial part of the underlying risk insured; or
 - (vii) The determination by the Director of Insurance that the continuation of the **policy** could place **us** in violation of the insurance laws of Nebraska.
- e. Notice of cancellation will be sent by registered mail, certified mail, first-class mail, or first-class mail using intelligent mail barcode or another similar tracking method used or approved by the United States Postal Service to **your** last mailing address known to **us**. If sent by first-class mail, a United States Postal Service certificate of mailing will be sufficient proof of receipt of notice on the third calendar day after the date of the certificate.

E. 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 any **waiting period**:

- a. A **veterinarian** provided medical advice;
- b. The **pet** received previous 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.

A condition for which coverage is afforded on a policy cannot be considered a pre-existing condition on any renewal of the policy.

29) **Veterinarian.** An individual who holds a valid license to practice veterinary medicine from the appropriate licensing entity in the jurisdiction in which such veterinarian practices.

32) **Waiting periods.** The period of time specified below that is required to transpire before some or all of the coverage in the **policy** begins. Waiting periods may not be applied to renewals of existing coverage. The **waiting periods** will be waived by **us** upon completion of a complete **clinical examination**. The applicable **waiting periods** are:

- a. Fifteen (15) days from the **pet policy effective date** for **illness or injury** not resulting from an **accident**.
- b. Fifteen (15) days from the **pet policy effective date** for orthopedic conditions (other than hip dysplasia) not resulting from an **accident**.
- c. 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**.

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.