

**AMENDATORY ENDORSEMENT – NEBRASKA**

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
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:

\$ 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.