

WESTCHESTER FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – NEW YORK

This endorsement modifies insurance provided under the following: Pet Health Insurance Policy

I. INSURING AGREEMENT, Paragraphs 5) and 6) are replaced by the following:

- 5) **MONTHLY PREMIUM:** **Your** monthly premium is set forth on **your declarations page**. Monthly premiums may change for all policyholders to reflect changes in the costs of veterinary medicine. **We** will notify **you** at least sixty (60) days in advance of such change; provided that any change to **your** monthly premium will only take effect on the annual anniversary date of **your policy**.
- 6) **CHANGES TO YOUR COVERAGE:** **Your coverage**, monthly premium, **coinsurance**, and **deductible** will not change due to **your pet's** claims experience.

II. EXCLUSIONS & LIMITATIONS, section 4) **OTHER EXCLUSIONS**, is amended in part as follows: Exclusion I. is deleted.

III. EXCLUSIONS & LIMITATIONS, section 5) **LIMITATIONS**, is amended in part as follows:

Paragraph a. is replaced by the following:

- a. A **pet** less than six (6) years of age on the date of enrollment must have undergone a complete **clinical examination**. The exam must 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 must 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**. **We** may deny coverage under this **policy** if **you** fail to submit **your pet** to a complete **clinical examination**.

IV. GENERAL CONDITIONS, is amended as follows:

1. Paragraphs 1) and 2) are deleted in their entirety.
2. Paragraph 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 **veterinarian(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 **veterinarian** selected by **us**.
3. Paragraph 11) is deleted and replaced with the following:
 - 11) In the event of any disagreement between **you** and **us** with regard to a claim, either party may demand an appraisal of the loss. In this event, each party will choose a competent and impartial **veterinarian**. The two **veterinarians** will choose an umpire. If they cannot agree upon an umpire, either may request that the choice be made by a judge of a court of record in the county of your residence. The **veterinarians** will state separately the amount of loss. If the **veterinarians** fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:
 - a) Pay its chosen **veterinarian**; and
 - b) Bear the other expenses of the appraisal and umpire equally.
4. Paragraph 12) is deleted and replaced with the following:
 - 12) Action against **us**: No one may bring a legal action against **us** unless there has been full compliance

with all the terms of this **policy** and the action is brought within 2 years after **you** first have knowledge of the direct loss or damage.

5. Paragraph 13) is added as follows:

13) If we make a change which broadens **coverage** under this edition of our **policy** without premium charge, that change will automatically apply to your insurance as of the date **we** implement the change in **your** state, provided that this implementation date falls within 60 days prior to or during the **policy** period stated in the declarations.

6. Paragraph 14) is added as follows:

14) If **we** pay a claim under this **policy**, we are entitled, to the extent of **our** payment, to take over **your** related rights of recovery from other people and organizations. **You** agree to cooperate with **us** in this exercise.

V. ADDITIONAL CONDITIONS

1. Paragraph 1) is deleted and replaced by the following:

1) **MISREPRESENTATION AND FRAUD** – No coverage will be provided if at the time of application **you** make a material misrepresentation. A misrepresentation will be deemed material if knowledge by **us** of the facts misrepresented would have led to a refusal by **us** to issue the **policy**. No coverage will be provided if, before or after a loss, **you** have intentionally concealed or misrepresented any material fact or circumstance concerning this insurance or the **pet** covered.

2. **CANCELLATION** is deleted and replaced with the following:

2) CANCELLATION

This **policy** may be terminated by **you** at any time by surrendering this **policy**, or by mailing or delivering to **us** advance written notice of cancellation.

If this **policy** has been in effect for sixty (60) days or less, **we** may cancel this **policy** by mailing or delivering written notice of cancellation, stating the reason for cancellation, to **you** at least twenty (20) days before the effective date of cancellation if **we** cancel for nonpayment of premium, or sixty (60) days before the effective date of cancellation if **we** cancel for any other reason.

Once coverage has been in effect for more than sixty (60) days, **we** may cancel this **policy** only for one or more of the following reasons:

- 1) Nonpayment of premium;
- 2) Discovery of fraud or material misrepresentation made by **you** or with **your** knowledge in obtaining the **policy** or in presenting a claim under the **policy**;
- 3) Discovery of willful or reckless acts or omissions on **your** part which increase any hazard **insured** against;
- 4) A determination by the Superintendent that the continuation of the **policy** would place **us** in violation of New York Insurance Law.

If **we** cancel the **policy** based on the reasons stated above, **we** will mail or deliver a written notice of cancellation to **you** at least:

- 1) Twenty (20) days before the effective date of the cancellation if **we** cancel for nonpayment of premium, which notice shall advise **you** of the amount of premium due or overdue; or
- 2) Sixty (60) **days** before the effective date of the cancellation if **we** cancel for any reason stated in subparagraphs 2 through 4 above.

We will give notice to you at the last mailing address known to **us**.

Any notice of cancellation for nonpayment of premium will inform **you** of the amount due. Payment to **us** or to **our** authorized agent of the entire premium due will be considered timely if made within twenty (20) days after mailing to **you** of a notice of cancellation for

nonpayment of premium, and in such case the cancellation will not take effect.

Following the notice of cancellation, **we** will send **you** any premium refund due. Any premium refund due will be made on a pro rata basis. The cancellation will be an effective event if **we** have not made or offered a refund. Refunds due will be calculated, processed, issued and mailed or electronically remitted to **you** within a 30-day period of **our** receipt of **your** notice of cancellation or of **our** issuance of notice of cancellation, as applicable. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

3. Paragraph 5) **FREE LOOK PERIOD** is deleted in its entirety.
4. The following conditions are added:

CONDITIONAL CONTINUATION – If **we** have the right to cancel this **policy**, **we** may, instead of cancelling, condition the continuation of this **policy** based upon:

- 1) A change in limits; or
- 2) Elimination of any coverage not required by law.

In this event, **we** will mail or deliver written notice, stating the reason for conditional continuation, to **you** at the address shown in the **policy** at least twenty (20) days prior to the effective date of cancellation. **We** will send a copy of such notice to **your** agent or broker of record, if any, at the address last known to us.

No notice of conditional continuation will be issued to become effective during the three (3) year period following the date the **policy** is first issued or is voluntarily renewed, unless the conditional renewal is based on a reason for which the **policy** could have been cancelled.

NONRENEWAL – If **we** elect to nonrenew this **policy**, **we** will mail or deliver written notice, stating the reason for nonrenewal, to **you** at the address shown in the **policy** at least forty-five (45) days, but not more than sixty (60) days, prior to the expiration date of this **policy**. **We** will send a copy of such notice to **your** agent or broker of record, if any, at the address last known to us.

No notice of nonrenewal will be issued to become effective during the three (3) year period following the date the **policy** is first issued or is voluntarily renewed, unless the nonrenewal is based on a reason for which the **policy** could have been cancelled.

All other terms and conditions remain unchanged.

Authorized Representative