

## AMENDATORY ENDORSEMENT – PENNSYLVANIA

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**, Items 1) and 2) are 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** in accordance with the provisions of **IV. ADDITIONAL CONDITIONS, 2) CANCELLATION**. No coverage will be provided for any claim with a date of **veterinary treatment** between the premium due date and the cancellation date, unless the premium payments are current.

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

**2) CANCELLATION**

- a. **We** may cancel this **policy** for the following reasons
  1. if **we** do not receive a monthly premium from **you** when the premium is due;
  2. The **policy** was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptability of the risk or the hazards assumed by **us**;
  3. there has been a substantial change or increase in hazard in the risk assumed by **us** subsequent to the date the **policy** was issued;
  4. there is a substantial increase in hazards insured against by reason of willful or negligent acts or omissions by **you**; or
  5. for any other reason approved by the **commissioner** pursuant to rules and regulations promulgated by the **commissioner**.

In such a case a written notice will be sent to **you** at **your** last address known to **us**. **We** will provide at least (30) days notice of **our** intent to cancel. The notice will state the specific reason for the cancellation.

- 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**, paragraph 2). E.

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

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 apply regarding a **pet** prior to the **pet policy effective date** of a **pet insurance policy** for the **pet** or during any **waiting period**:
  - a. A **veterinarian** provided medical advice regarding the **pet**.
  - b. The **pet** received previous treatment.
  - 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.

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

32) **Waiting periods.** The period of time specified below that is required to transpire before some or all of the coverage in the **pet insurance policy** can begin. **Waiting periods** may not be applied to a **renewal** 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**.

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

- **Commissioner.** The Insurance Commissioner of the Commonwealth.
- **Insured.** A person on whose behalf a **pet insurer** is obligated to pay or reimburse covered **veterinary expenses** under a **pet insurance policy**.
- **Orthopedic condition.** As follows:
  - a. A condition affecting the bones, skeletal muscle, cartilage, tendons, ligaments or joints.
  - b. The term includes elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation and ruptured cranial cruciate ligaments.
  - c. The term does not include cancer or a metabolic, hemopoietic or autoimmune disease.
- **Pet insurance policy.** A property insurance **policy**, certificate or rider that provides coverage for accidents and illnesses of **pets**.
- **Pet insurer.** An insurer that issues a **pet insurance policy**.
- **Practice of veterinary medicine.** As defined in section 3 of the act of December 27, 1974 (P.L.995, No.326), known as the Veterinary Medicine Practice Act.
- **Renewal.** As defined in section 3 of the act of July 22, 1974 (P.L.589, No.205), known as the Unfair Insurance Practices Act.
- **Veterinary expenses.** The costs associated with medical advice, diagnosis, care or treatment provided by a **veterinarian**, including the cost of drugs prescribed by a **veterinarian**.

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.