

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.