

WESTCHESTER FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – TEXAS

This endorsement modifies insurance provided under the following:

Pet Health Insurance Policy

A. Section **III, GENERAL CONDITIONS Item 9)** is deleted and replaced with the following:

9) Within 15 days after **we** receive a written notice of claim, **we** will:

- a) Acknowledge receipt of the claim. If **we** do not acknowledge receipt of the claim in writing, **we** will keep a record of the date, method and content of the acknowledgement.
- b) Begin any investigation of the claim; and
- c) Request a signed, sworn proof of loss, specify the information **you** must provide and supply **you** with the necessary forms. **We** may request more information at a later date, if during the investigation of the claim such additional information is necessary.

We will notify **you** in writing as to the claim or part of the claim that will be paid, the claim or part of the claim that has been denied, and inform **you** of the reasons for denial, if more information is necessary, or **we** need additional time to reach a decision. If **we** need additional time, **we** will inform **you** of the reasons for such need.

We will provide notification as described above, within 15 business days after **we** receive the signed, sworn proof of loss and all information we requested.

If **we** have notified **you** that **we** need additional time to reach a decision, **we** must then either approve or deny the claim within 45 days of such notice.

We will pay for covered loss or damage within 5 business days after:

- a) **We** have notified **you** that payment of the claim or part of the claim will be made and have reached agreement with **you** on the amount of loss; or
- b) **An appraisal award has been made.**

However, if payment of the claim or part of the claim is conditioned on **your** compliance with any of the terms of this policy, **we** will make payment within 5 business days after the date **you** have complied with such terms.

B. Section **III, GENERAL CONDITIONS Item 12)** is deleted and replaced with the following:

- 12) Every action or proceeding against us for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within two years and one day from the date the cause of action accrues.

C. Section **IV, ADDITIONAL CONDITIONS Item 2)** is deleted and replaced with the following:

- 2) If this **policy** has been in effect for 60 days or less, **we** may cancel for any reason except that under provisions of the Texas Insurance Code, **we** may not cancel or refuse to renew this **policy** solely because the policyholder is an elected official.

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

1. Fraud in obtaining coverage;
2. Failure to pay premiums when due;
3. An increase in hazard within the control of the insured which would produce an increase in rate;
4. Loss of **our** reinsurance covering all or part of the risk covered by the **policy**; or
5. If **we** have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

D. Section **IV, ADDITIONAL CONDITIONS Item 3)** is deleted and replaced with the following:

- 3) **STATE LAW** – This **policy** shall be construed, interpreted and enforced according to the laws of the State of Texas.

All other terms and conditions remain unchanged.