

AMENDATORY ENDORSEMENT – VERMONT

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WESTCHESTER FIRE INSURANCE COMPANY

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), 2), 9) and 11) 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**. **We** will let **you** know at least twenty (20) days before the date cancellation takes effect. No coverage will be provided for any claim with a date of veterinary treatment that occurs after the cancellation date.
- 2) **You** may cancel **your policy** by notifying **us** in writing via regular mail, fax or email or verbally.
- 9) After settlement has been agreed upon, **we** shall mail payment in the agreed amount to **you** within 10

working days.

- 11) In the event of any disagreement between **you** and **us** with regards to a claim, the matter will be referred to **our veterinarian**. If the matter is not resolved, an independent third party **veterinarian** shall be appointed by us although this independent third party **veterinarian's** decision shall not be binding on the parties.

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**, Items 1), 2) and 3) are deleted and replaced with the following:

- 1) **MISREPRESENTATION AND FRAUD** – This **policy** will be voided if, at the time of application, **you** made a false statement and such statement was made with actual intent to deceive or it materially affected either the acceptance of the risk or the hazard assumed by **us**. No coverage will be provided at any time after the issuance of this policy if **you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the **pet** covered.

2) **CANCELLATION**

- a. **You** may cancel this **policy** by mailing or delivering to **us** advance written notice of cancellation.
- b. Cancellation of **policies** in effect for less than 60 days.

If this **policy** has been in effect for less than 60 days **we** may cancel this **policy** by:

1. Giving **you** at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
2. Giving **you** at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, a written notice will be sent to **you** at **your** last email address known to **us**. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

- c. Cancellation of **policies** in effect for 60 days or more.

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

1. Nonpayment of premium;
2. Fraud or material misrepresentation affecting this **policy** or in the presentation of claims under this **policy**;
3. Violation of any provisions of this **policy**; or
4. Substantial increase in hazard, provided **we** have secured approval for the cancellation from the commissioner of insurance.

If **we** cancel this **policy** for one of the reasons specified in Paragraph c., **we** will cancel only in the following manner:

1. Giving **you** at least 15 days' notice before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 2. Giving **you** at least 45 days' notice before the effective date of cancellation if **we** cancel for any other reason.
- 3) **CONFORMITY TO LAW, REGULATIONS AND STATUTES:** Any provision of this **policy**, which is in direct conflict with the laws, regulations and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the effective date of this **policy**.

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 any condition for which any of the following are true within 180 days prior to the **pet policy effective date** of a **pet insurance policy** 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 the **veterinarian** practices.

32) **Waiting periods.** The period of time specified in a **pet insurance policy** that is required to transpire before some or all of the coverage in the **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:

- **Orthopedic.** Conditions affecting the bones, skeletal muscle, cartilage, tendons, ligaments, and joints. It includes elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation, and ruptured cranial cruciate ligaments. It does not include cancers or metabolic, hemopoietic, or autoimmune diseases.
- **Pet insurance policy.** A property insurance **policy** that provides coverage for accidents and illnesses of **pets**.
- **Renewal.** To issue and deliver, at the end of a **pet insurance policy** period, a **policy** that supersedes a **policy** previously issued and delivered by the same **pet** insurer or an affiliated **pet** insurer, and that provides types and limits of coverage substantially similar to those contained in the **policy** being

superseded.

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 and conditions remain unchanged.

SAMPLE