

AMENDATORY ENDORSEMENT – WASHINGTON

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 **I. INSURING AGREEMENT** is amended as follows:

The first paragraph is deleted and replaced with the following:

In return for **your** payment of the premiums when due, **we** will provide **coverage** as specifically described in this **policy** for **your** covered pet as shown on the **declarations page**.

Item **5) MONTHLY PREMIUM** is deleted and replaced with the following:

5) MONTHLY PREMIUM: Your monthly premium is found on your declarations page. Subject to state approval, monthly premiums may change for all policyholders to reflect changes in the costs of veterinary medicine on the annual anniversary date of the policy. **We** will notify **you** at least sixty (60) days in advance of such change.

B. 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** 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.

C. Section **III. GENERAL CONDITIONS**, Items 2), 9) and 11) are deleted and replaced with the following:

- 2) **You** may cancel **your policy** by notifying **us** or the insurance producer using one of the following methods:
- a) Written notice by mail, fax or email;
 - b) Surrender of the **policy**; or
 - c) Verbal notice.

If **we** receive notice of cancellation from **you**, **we** will accept and promptly cancel the **policy** effective the later of:

- a) The date notice is received; or
 - b) The date **you** request cancellation.
- 9) The loss is payable within thirty (30) days after completion of the claim form.
- 11) In the event of any disagreement between **you** and **us** regarding the actual cash value of a claim or the amount of a loss, on the written demand of either party, each shall select a competent and disinterested local **veterinarian** and notify the other in writing about the **veterinarian** selected within 20 days of such demand. The two **veterinarians** shall then appraise the loss, stating specifically the actual cash value of the claim or loss; and, failing to agree, shall submit their differences to a local third **veterinarian** mutually agreed upon and selected by them. The third **veterinarian** shall determine the amount of the actual cash value or loss; and his/her decision shall be final and binding on all parties. Each party shall pay for the **veterinarian** selected by that party and the cost of the third **veterinarian** shall be divided equally between the parties.

D. 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.

E. Section **IV. ADDITIONAL CONDITIONS** is amended as follows:

Item **1) MISREPRESENTATION AND FRAUD** is deleted and replaced with the following:

- 1) MISREPRESENTATION AND FRAUD:** If a person applying for insurance falsely describes the **pet** to be insured to **our** prejudice and with the intent to deceive or misrepresents or fraudulently and with the intent to deceive omits to communicate any circumstance that is material to be made known to **us** in order to enable **us** to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material. **We** will return premium on a pro rata basis. **We** do not provide **coverage**, whether before or after a loss, to an insured who intentionally concealed or misrepresented.

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

2) CANCELLATION

- a. **We** may cancel this **policy** if **we** do not receive a monthly premium from **you** when the premium is due. In such a case a written notice including the reason for cancellation will be sent to **you** at **your** last email address known to **us**, providing at least (20) days notice of our intent to cancel. If **your policy** is cancelled for any other reason, **we** will provide the reason in the written notice. The notice will be in accordance with the provisions of **III. GENERAL CONDITIONS**, Item 1). Otherwise, **we** may cancel this policy by providing **you** at least ninety (90) days written notice. We will return unearned premium on a pro rata basis.
- b. **You** may cancel this **policy** at any time by notifying **us** in accordance with the provisions of **III. GENERAL CONDITIONS**, Item 2).
- c. If this **policy** is cancelled, **we** will return unearned premium on a pro rata basis. The unearned premium, if any, will be refunded as soon as possible, but not later than:
 - a) Forty-five (45) days after **we** send a notice of cancellation to **you**; or
 - b) Forty-five (45) days after **we** receive the **policy** or a notice of cancellation from **you**.

Item **5) FREE LOOK PERIOD** is deleted and replaced with the following:

- 5) FREE LOOK PERIOD** - If **you** are not satisfied with this **policy** within fifteen (15) days of the **Policy Effective Date**, **you** may cancel **your** insurance. **We** will refund **your** premium in full, as long as **you** have not submitted a claim. **We** will refund this premium to **you** within thirty (30) days after the date **we** receive **your** request to cancel **your policy**.

F. Section **V. DEFINITIONS**, 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 prior to the **pet policy effective date** 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 he or she practices.

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

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.

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