



ACE Property & Casualty Insurance Company

AMENDATORY ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

Pet Health Insurance Policy

I. Section **I. INSURING AGREEMENT**, the first sentence of paragraph one is removed in its entirety.

II. Section **II. OTHER EXCLUSIONS**, paragraph **k.** is replaced by the following:

- k.** Any claim for loss from a nuclear incident as defined in the Nuclear Liability Act, nuclear explosion, nuclear reaction or radiation contamination however caused, except for acts of terrorism;

III. Section **III. GENERAL CONDITIONS**, paragraph **1)** is replaced by the following:

- 1)** Premium is payable monthly by Direct Debit or by charge to **your** credit card, according to the option selected by **you**. 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** between the premium due date and the cancellation date, unless the premium payments are current.

IV. Section **III. GENERAL CONDITIONS**, paragraph **2)** is replaced by the following:

You may cancel this **policy** by notifying **us** in writing via regular mail, fax or email. If we cancel, a written cancellation notice, together with the specific reason for cancellation, will be delivered to **you**, or mailed to **you** at **your** mailing address shown in the **declarations page**.

Proof of mailing will be sufficient proof of notice

V. Section **III. GENERAL CONDITIONS**, paragraph **3)** is replaced by the following:

- 3)** **You** must be the owner of the **pet(s)**. If the **pet** owner dies, becomes unable to care for the insured **pet(s)**, or passes the ownership of the insured **pet(s)**, the **coverage** will continue without interruption, subject to all other terms and conditions of this **policy**.

VI. Section **III. GENERAL CONDITIONS**, paragraph **9)** is replaced by the following:

- 9)** The loss is payable within twenty days after **you** and **we** have agreed in writing to the settlement of a claim.

VII. Section **III. GENERAL CONDITIONS**, paragraph **12)** is replaced by 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 five years after the loss or damage occurs.

VIII. Section **IV. ADDITIONAL CONDITIONS**, paragraph **2) CANCELLATION** is replaced by the following:

2) CANCELLATION

- a.** **We** may cancel this **policy** subject to the following provisions. A written cancellation notice, together with the specific reason for cancellation, will be delivered to **you**, or mailed to **you** at **your** mailing address shown in the **declarations page**.

Proof of mailing will be sufficient proof of notice.

- b.** If this **policy** has been in effect for (90) days or less, **we** may cancel this **policy** by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation:

1. (20) days before the effective date of cancellation if **we** cancel for nonpayment of the monthly premium when it is due. In such a case, the notice will be in accordance with the provisions of III. GENERAL CONDITIONS 1); or
 2. (20) days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (i) A material misstatement or misrepresentation; or
 - (ii) A failure to comply with underwriting requirements established by the insurer.
- c. If this **policy** has been in effect for more than ninety (90) days, **we** may cancel if:
1. **We** do not receive a monthly premium from **you** when the premium is due. In such a case, **we** will provide at least (20) days' notice of our intent to cancel. The notice will be in accordance with the provisions of III. GENERAL CONDITIONS 1); or
 2. The **policy** was obtained by material misstatement; or
 3. There has been a failure to comply with underwriting requirements established by **us** within ninety (90) days of the effective date of coverage; or
 4. There has been a substantial change in the risk covered by the **policy**; or
 5. The cancellation is for all insureds under such policies for a given class of insureds.

This can be done by letting **you** know at least ninety (90) days before the date cancellation takes effect.

IX. Section IV. ADDITIONAL CONDITIONS, paragraph 6) is added with the following:

- 6) **NONRENEWAL**
- a. **We** may elect not to renew this policy. **We** may do so by delivering to **you**, or mailing to **you** at your mailing address shown in the Declarations, written notice at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

X. Section IV. ADDITIONAL CONDITIONS, paragraph 7) is added with the following:

- 7) **PAYMENT OF JUDGMENT**
- a. **We** will pay any judgment or decree for the recovery of money entered in any of the courts of the state of Florida against **us** and payment shall be fully satisfied within 60 days from and after the affirmance of the same by the appellate court.

XI. Section IV. ADDITIONAL CONDITIONS, paragraph 8) is added with the following:

- 8) **Renewal Notification**
- a. If **we** elect to renew this Policy, **we** will let **you** know, in writing:
 1. Of our decision to renew this Policy; and
 2. The amount of renewal premium payable to us.
- This notice will be delivered to **you** or mailed to **you** at **your** mailing address shown in the Declarations at least 45 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.