

**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.