

Pet Health Insurance Policy

I. DEFINITIONS

The following defined words or phrases in the policy are printed in bold type and have the following meanings, unless a different meaning is described in a particular coverage or endorsement.

- **Accident.** An unexpected and unintended event causing **injury to your pet**.
- **Clinical Examination.** A thorough examination performed by a licensed and registered **veterinarian** encompassing all body systems. Examination can also referred to as “full physical, physical consultation, full examination or veterinary examination.”
- **Clinical Symptoms.** Any manifested anomaly in, or deviation from the regular healthy state or function of a **pet**, including behavioral traits. Symptoms include any anomaly that is readily detectable by a thorough and complete physical.
- **Coinsurance.** **Your** portion of the cost of insured **veterinary treatment for your pet** before any **deductible** is applied. **Your pet’s coinsurance** amount is shown as “Your Share” on the **pet schedule of declarations page**.
- **Condition.** Any manifestations of **clinical symptoms** consistent with a diagnosis or diagnoses, regardless of the number of incidents or areas of the body affected.
- **Coverage.** The insurance protection described in this policy form and on the **declarations page**.
- **Coverage Term.** A twelve (12) month period that begins with the effective date of coverage and continues for each twelve (12) month period thereafter.
- **Declarations Page.** A written document comprising part of this **policy**, which identifies the insured, the **policy** number, the insured **pet schedule** with the coverage options selected and Lifetime Limit provided.
- **Deductible.** The amount **you** must first pay with respect to any loss related to **your pet** after **your pet’s coinsurance** portion has been applied.
- **Dental Health Care.** The regular care required to maintain dental hygiene for the **pet**, including brushing, scaling, polishing, extractions and reconstructions.
- **Diagnostic Tests.** Tests used to determine the overall health of **your pet**. **Diagnostic tests** can be used as a way to detect certain abnormalities, validate the current health of **your pet**, or help to evaluate an older **pet** more thoroughly before problems surface.
- **Hospitalization.** Charges for boarding **your pet** at a veterinary clinic as required by your **veterinarian** to deliver nursing care, administer medication to or monitor **your pet**.
- **Illness.** Sickness, disease and any changes to **your pet’s** normal healthy state; any **condition** other than **your pet’s** normal healthy state.
- **Injury(ies)** . Physical harm or damage to **your pet** arising from normal activity or an **accident**.
- **Medically Necessary.** Medical services, supplies or treatments provided by a **veterinarian** to treat covered **pets** which are: a) consistent with symptoms or diagnosis; b) appropriate and accepted according to good veterinary practice standards; c) not primarily for the convenience of the **pet parent, your veterinarian** or other providers; and d) consistent with the most appropriate supply or level of services which can safely be provided to the **pet**.
- **Medication.** Any veterinary recommended **medications** prescribed by **your veterinarian** and approved by the Food and Drug Administration (FDA) for veterinary use.
- **Neutering.** Orchidectomy, or surgical removal of the testicles.

- **Pet or Pets.** A domestic cat or dog that is owned for companionship or as a help dog, not owned for commercial reasons. Commercial reasons include, but are not limited to, a **racing dog**.
- **Pet Parent.** The owner of the **pet**.
- **Pet Policy Effective Date.** 12:01 a.m. of the day following the date you enroll **your pet** with **us**, as shown on the **pet schedule** of the **declarations page**, subject to the waiting periods as defined in **EXCLUSIONS & LIMITATIONS IV.1) b., IV.1) c., and IV.1) d.**
- **Pet Schedule.** The table shown on the **declarations page** that identifies the **policy effective date**, policy number and **coverage** options related to a specific insured **pet**.
- **Policy.** The terms and conditions and most recent **declarations page** that includes any endorsements that apply.
- **Policy Effective Date.** 12:01 a.m. of the day following the date you first enroll a **pet** with **us**, subject to the waiting periods as defined in **EXCLUSIONS & LIMITATIONS IV.1) b., IV.1) c., and IV.1) d.**
- **Pre-existing conditions** means: (1) **illness** or the recurrence of any **illness** or **condition** which first occurred or displayed any signs and/or symptoms consistent with the stated **illness** or **condition** prior to the **pet policy effective date**; or (2) an **injury** or recurrence of an **injury** that occurred prior to the **pet policy effective date**; or (3) any **condition** or complication resulting from an **illness** or **injury** that occurred prior to the **pet policy effective date**.
- **Racing Dog.** A dog, which is owned and maintained for the purpose of competing in organized races or speed tests.
- **Spaying.** Ovariohysterectomy, or resection of the ovaries and uterus.
- **Supplies.** Any item that is **medically necessary**, as determined by the **veterinarian**, that is safe and effective for its intended use, and that omission would adversely affect the insured pet.
- **Surgery(ies).** Procedure(s) that treat diseases or **injuries** by operative manual and instrumental treatment.
- **Vaccination.** The administration of an industry-recognized commercial vaccine by a registered licensed **veterinarian**. The vaccine must be in accordance with the manufacturer's recommendations, following a complete **clinical examination**, for prevention of disease.
- **Veterinarian.** A properly licensed and registered **veterinarian** in active practice in the area where **your pet** is treated or examined. **Veterinarian** shall not include a member of **your** immediate family.
- **Veterinary Treatment.** X-rays, laboratory tests, **medication**, **surgery**, nursing and care provided by a licensed **veterinarian** and their staff under direct supervision.
- **Veterinary Examinations Fees.** Fees charged for the professional opinion of a **veterinarian**. Also referred to as consultation, examination, referral, and recheck fees.
- **We, Us, and Our.** The words we, us and our refer to the Company providing this insurance.
- **Working Pets.** Any **pet** involved in activities other than companionship or helping, including, but not limited to, racing, breeding, law enforcement, guarding or for other commercial use.
- **You and Your.** The Insured/spouse/partner (**Pet Parent**) named in the **declarations page**.
- **Your Pet.** The dog or cat named in the **pet schedule** of the **declarations page**.

II. INSURING AGREEMENT

In reliance of the statements **you** made in the application and upon **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**.

We insure the **pet** or **pets** described on the **pet schedule** of the **declarations page** for reimbursement of the cost of **medically necessary veterinary treatment** as a result of covered **injury** or **illness**. **Veterinary treatment** includes **diagnostic tests, surgeries, medications, supplies, hospitalization**, and euthanasia, is subject to fees no greater than the amount charged to any other client of the treating veterinary clinic.

Benefits are subject to terms, conditions, limitations and exclusions of this policy and to the insured's responsibility for the **coinsurance and deductible**. **Coverage** is in effect at the time and date shown on the **declarations page** subject to the waiting periods described in the Subsections in **IV.1) b.**, **IV.1) c.**, and **IV.1) d.** of the **EXCLUSIONS & LIMITATIONS**.

- 1) **WE COVER: Medically necessary diagnostic tests, surgeries, medications, supplies and hospitalization** recommended by **your veterinarian** for **conditions** covered by this **policy**. These will be covered when **your pet** becomes ill or has an **injury** as a result of an **accident** after the **policy** is in effect.
- 2) **LIFETIME LIMIT:** The maximum amount **you** may claim while **coverage** is in force with respect to any one **pet** for **veterinary treatment** over the lifetime of that **pet**. The Lifetime Limit is shown on the **declarations page**. Subject to the maximum lifetime limit, there are no limits per claim or per year.
- 3) **COINSURANCE:** The portion **you** are required to pay for **your pet's veterinary treatment**. **Your pet's coinsurance** amount is shown on the **pet schedule** of the **declarations page**.
- 4) **DEDUCTIBLE:** **Your pet's deductible** is shown on the **pet schedule** of the **declarations page**. **Your pet's deductible** shall apply once per **coverage term**.
- 5) **MONTHLY PREMIUM:** **Your** monthly premium is found on **your declarations page**. Monthly premiums may change for all policyholders to reflect changes in the costs of veterinary medicine. **We** will notify **you** at least sixty (60) days in advance of such change.
- 6) **CHANGES TO YOUR COVERAGE:** **Your coverage, coinsurance, and deductible** will not change due to **your pet's** claims experience.

III. GENERAL CONDITIONS

- 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** by letting **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.
- 2) **You** may cancel **your policy** by notifying **us** in writing via regular mail, fax or email. Please advise **us** at least fourteen (14) days in advance of **your** next premium payment.
- 3) If **you** make a false, fraudulent or exaggerated claim or if **you** have willfully concealed or misrepresented any material fact concerning this insurance, this **policy** will become null and void and **we** will not make any claim payment.
- 4) **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, if approved in writing by **us**, subject to all other terms and conditions of this **policy**.
- 5) A **pet** is covered under this **policy** only while the **pet** is in the United States of America, or temporarily away in Canada.
- 6) **You** must agree to implement all reasonable means possible in the care and protection of **your pet**. **You** further agree to protect the **pet** from aggravation and/or recurrence of the **injury** and/or **illness** after occurrence.
- 7) This **coverage** is not transferable to other **pets**. All new **pets** are subject to a new application and your monthly payment will increase.
- 8) **You** are entitled to increase **your pet's deductible** level and/or increase **your pet's coinsurance** amount at any time. This request must be made in writing and will become effective on the first day of the month following approval. **You** may apply to lower **your pet's deductible** level and/or decrease **your pet's coinsurance** amount provided that **your pet** has not previously filed a claim with the Company. This request must be in writing and will become effective on the first day of the month following approval.
- 9) Notice of loss must be given by either you or **your** agent.
- 10) The loss is payable within sixty days after completion of the claim form, unless the state law provides for a shorter period.

- 11) In order to process a claim, **you** must allow **us** to contact **your** present and previous **veterinarian(s)** and provide **us** with the necessary authority to obtain any information **we** may require. In the event information relating to the history of the **pet** is missing or incomplete, the claim will not be processed. **You** must also agree to submit the **pet** to examination, if **we** require, by a **veterinarian we** select.
- 12) 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**. This independent third party **veterinarian's** decision shall be final and binding on all parties.
- 13) 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 one year after the loss or damage occurs or unless state law requires a longer period.

IV. EXCLUSIONS & LIMITATIONS

1) GENERAL EXCLUSIONS

We do not cover:

- a. **Veterinary examination fees.**
- b. **Injury** from an **accident** that occurs within the first fifteen (15) days following the **pet policy effective date**.
- c. **Illness** that occurs or recurs within the first fifteen (15) days following the **pet policy effective date**.
- d. **Illness** related to hip dysplasia that occurs or recurs within the first twelve (12) months following the **pet policy effective date**.

2) PRE-EXISTING CONDITIONS

We do not cover **pre-existing conditions**.

Pre-existing conditions means:

(1) **illness** or the recurrence of any **illness** or **condition** which first occurred or displayed any signs and/or symptoms consistent with the stated **illness** or **condition** prior to the **pet policy effective date**; or (2) an **injury** or recurrence of an **injury** that occurred prior to the **pet policy effective date**; or (3) any **condition** or complication resulting from an **illness** or **injury** that occurred prior to the **pet policy effective date**.

3) PREVENTIVE CARE EXCLUSIONS

We do not cover:

- a. **Spaying and neutering.**
- b. Preventive healthcare including **vaccinations** or titer test, flea control, heartworm **medication**, de-worming, nail trim, and grooming.
- c. Parasite control including but not limited to internal and external parasites for which readily available prophylactic treatments are available.
- d. **Dental health care**, however if injury to teeth is caused by an accident, **we** do cover the cost of extractions of damaged teeth and of reconstruction of upper and lower canine teeth.
- e. Anal gland expression.

4) OTHER EXCLUSIONS

We do not reimburse the costs, fees or expenses associated with:

- a. **Injury** or **illness** due to any intentional, neglectful or preventable act, including organized dog fighting, by **you** or a member of **your** household;

- b. Elective procedures, cosmetic procedures, preventive procedures including but not limited to tail docking, ear cropping, de-clawing, micro-chipping, dew claw removal, ear cleaning;
- c. Boarding or transport expenses;
- d. **Conditions** arising from a specific activity if the same or a similar activity occurred prior to the **policy effective date** and displayed the propensity for the activity to recur and cause **injury or illness to your pet**;
- e. Pre-existing cruciate ligament problems to one leg as respects the cost of future treatment for problems of the other leg;
- f. Diseases preventable by vaccines and prophylactic **medications** (such as heartworm, lice, internal parasites and fleas);
- g. Complications of **conditions** excluded or limited by this policy;
- h. Abnormalities where **clinical symptoms** were apparent prior to the **policy effective date**. This includes **conditions** that are detectable by a routine physical exam by **your veterinarian**;
- i. Claims in any way arising from the lack of use and/or implementation of preventive healthcare products and/or methods when such products and/or methods would be in accordance with generally accepted veterinary standards. Routine healthcare includes: **vaccinations**, flea control, heartworm **medication**, de-worming, dental care, ear plucking, grooming, and prudent regular care;
- j. Special diets, **pet** foods, vitamins, supplements, grooming, nail trims, shampoo and bathing (including medicated baths);
- k. Any claim for loss by a nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- l. **Conditions** arising from any specific activity if the same or similar activity occurs after **you** have received written notice from **us** regarding the specific activity;
- m. Alternative therapy including, but not limited to, holistic medicine, herbal, homeopathy, acupuncture, chiropractic treatments, experimental or investigational treatment or medicine.
- n. Breeding or **conditions** relating to breeding, whelping, and queening;
- o. **Diagnostic tests** for **conditions** excluded by this policy and/or due to complications of **conditions** excluded or limited by this policy; or
- p. **Conditions** caused by war or war activities whether war be declared or not. War activities include civil war, insurrection, rebellion, or revolution or any act or **condition** incident of any of the foregoing;
- q. Feeding, housing or exercise;
- r. Behavioral modification, training, therapy or **medications** for behavioral modification.

5) LIMITATIONS

- a. A **pet** less than six (6) years of age on the date of enrollment must have undergone a complete **clinical examination**. The exam must have taken place either in the twelve (12) months prior to the **pet's policy effective date**, or within fifteen (15) days following the **pet's policy effective date**. A **pet** six (6) years of age or greater on the date of enrollment must have either undergone a complete **clinical examination**. The exam must take place either within thirty (30) days prior to the **pet's policy effective date**, or within fifteen (15) days following the **pet's policy effective date**. **Your** failure to submit **your pet** to a complete **clinical examination** may void the policy. If the policy is voided, the policy premium will be refunded.
- b. For a **pet** less than (6) years of age on the date of enrollment, no coverage shall apply for **illness** related to hip dysplasia, unless the pet has undergone a complete physical hip exam as required by **us** within twelve (12) months following the **pet's policy effective date**.
- c. For **pets** six (6) years of age or greater on the date of enrollment, no **coverage** shall apply for **illness** related to hip dysplasia.
- d. For **working pets**, no **coverage** shall apply for any **condition** resulting from activities related to racing, breeding, law enforcement, guarding or for any commercial use.
- e. **We** will not make any payments for any claims for which **you** are entitled to indemnity under any other insurance except for any additional sum which is payable over and above such other insurance.

V. ADDITIONAL CONDITIONS

- 1) **MISREPRESENTATION AND FRAUD**– This **policy** will be voided if **you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the **pet(s)** covered. **We** do not provide **coverage**, whether before or after a loss, to an insured who intentionally concealed or misrepresented. You can not conceal any material fact or circumstance, engage in fraudulent conduct, or make false statements relating to this insurance.
- 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 will be sent to **you** at **your** address shown on the **declarations page**, providing at least (20) days notice of our intent to cancel. The notice will be in accordance with the provisions of **GENERAL CONDITIONS III. 1)**. Otherwise, **we** may cancel this policy by providing **you** at least ninety (90) days written notice.
 - b. **You** may cancel this **policy** at any time by notifying **us** in writing, in accordance with the provisions of **GENERAL CONDITIONS III. 2)**.
- 3) **STATE LAW** – When this policy’s provisions are in conflict with the statutes of the state in which this **policy** is issued, the provisions are amended to conform to such statutes.
- 4) **ENTIRE CONTRACT** – This **policy**, the **Declarations Page**, and any attached endorsement contain all the agreements between **you** and **us**.
- 5) **FREE LOOK PERIOD** - If **you** are not satisfied with this **policy** within thirty (30) days of the coverage effective date, **you** may cancel **your** insurance and **we** will refund **your** premium in full, as long as **you** have not submitted a claim.

IN WITNESS WHEREOF, the Company has executed and attested these presents.



President



Secretary



Markel American Insurance Company