

PET HEALTH INSURANCE POLICY

Please read your Pet Health Insurance Policy carefully to determine the parties' rights and duties and what is and is not covered. Some provisions in the policy limit coverage.

In this policy, the words **you** and **your**, mean the policyholder (**Pet Parent**) shown in the Declarations Page.

The words **we**, **us** and **our**, mean the company providing this insurance.

Words and phrases that appear in **bold type** have special meaning found in Section V. Definitions.

I. INSURING AGREEMENT

We rely on the statements **you** made in the application. Upon **your** payment of the premiums when due, **we** will provide **coverage** described in this **policy** for **your pet** as shown on the **declarations page**.

Benefits are subject to terms, conditions, and exclusions of this **policy**. **You** are responsible 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 **II. EXCLUSIONS & LIMITATIONS** 1) b., 1) c. and 1) d.

1) **WE COVER:** Reimbursement of the cost incurred by **you** for **medically necessary veterinary treatment** recommended by **your veterinarian** for **conditions** covered by this **policy**. These costs will be covered when **your pet**:

- a. develops an **illness**, or
- b. has an **injury** as a result of an **accident**;

during the **coverage term**.

This **policy** shall not cover amounts charged by the treating veterinary clinic which are greater than that clinic's standard charges.

2) **LIFETIME LIMIT:** The maximum amount **you** may claim while **coverage** is in force with respect to any one **pet** for **veterinary treatment** over that **pet's** lifetime. 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 shown 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.

II. EXCLUSIONS & LIMITATIONS

1) GENERAL EXCLUSIONS

We do not cover:

- a. **Veterinary exam 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**.
- e. Conditions or complications that result from **accidents** that occur or **illnesses** that develop or redevelop within the first fifteen (15) days following the **pet policy effective date**.

2) PRE-EXISTING CONDITIONS

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

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 controls, including but not limited to, internal and external parasites which have easily available prophylactic disease preventing treatments available.
- d. **Dental health care**, however if injury to teeth is caused by an **accident**, **we** do cover the cost of extraction and/or reconstruction of damaged teeth.
- e. Anal gland expression.

4) OTHER EXCLUSIONS

We do not reimburse the costs, fees or expenses for:

- 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:
 1. tail docking;
 2. ear cropping;
 3. de-clawing;
 4. micro-chipping;
 5. dew claw removal; or
 6. ear cleaning;
- c. Boarding or transport expenses;
- d. **Conditions** arising from an activity if a similar activity occurred prior to the **pet policy effective date** and displayed the propensity for the activity to recur and cause **injury** or **illness** to **your pet**;
- e. Future treatment for **injury** or **conditions** of a leg when cruciate ligament problems to any other leg existing prior to the **pet policy effective date**, have been identified, regardless of whether or not the new signs or symptoms are related to such cruciate ligament problems;
- 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 **pet 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 or implementation of preventive healthcare products. This includes when such products or methods would be consistent with generally accepted veterinary standards. Routine healthcare includes:
 1. **vaccinations**,
 2. flea control,

- 3. heartworm **medication**,
- 4. de-worming,
- 5. dental care,
- 6. ear plucking,
- 7. grooming, and
- 8. prudent regular care;

- j. Special diets, foods, vitamins, grooming, nail trims, shampoo and bathing;
- k. Any claim for loss from a nuclear event as defined in the Nuclear Liability Act. This includes 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. Experimental treatment or medicine;
- n. Breeding or **conditions** relating to breeding, whelping, and queening;
- o. **Diagnostic tests** for **conditions** excluded by this **policy**;
- p. **Diagnostic tests** due to complications of **conditions** excluded or limited by this **policy**;
- q. **Conditions** caused by war or war activities whether or not war is declared. War activities include civil war, insurrection, rebellion, or revolution;
- r. Feeding, housing or exercise;
- s. Training, therapy, **medications** or other methods or forms of behavioral modification;
- t. Shipping or mailing costs unless associated with a covered compounded **medication** or **diagnostic tests**.

5) LIMITATIONS

- a. A **pet** less than six (6) years of age on the date of enrollment must have gone through a **clinical exam**. The exam must 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**.
- b. A **pet** six (6) years of age or greater on the date of enrollment must have gone through a **clinical exam** within thirty (30) days prior to the **pet policy effective date**, or within fifteen (15) days following the **pet policy effective date**. Your failure to submit your **pet** to a **clinical exam** may void the **policy**. If the **policy** is voided, the **policy** premium will be refunded.
- 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 be paid under any other insurance except for any additional sum which is payable above such other insurance.

III. GENERAL CONDITIONS

- 1) Premium is payable monthly by Direct Debit or by charge to **your** credit card. **You** may select the payment option on the application. This **policy** is continued until cancelled, and will renew automatically each month as long as payments are current.
- 2) 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.
- 3) **You** may cancel **your policy** by notifying **us** in writing via regular mail, fax or email at least fourteen (14) days in advance of **your** next premium payment.

- 4) **You** must be the owner of each **pet** shown on the **pet schedule**. If the **pet** owner dies, becomes unable to care for any insured **pet**, or passes the ownership of any insured **pet**, the **coverage** will continue without interruption. This must be 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 use all reasonable means to care for and protect **your pet**. **You** further agree to protect **your pet** from aggravation or recurrence of the **injury** /or **illness**.
- 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 the **deductible** or **coinsurance** amount applicable to **your pet** at any time. This request must be made in writing and will become effective the month following approval by **us**.
- 9) **You** may apply to lower the deductible or **coinsurance** amount applicable to **your pet** if you have not previously filed a claim with **us** for that **pet**. This request must be in writing and will become effective the month following approval by **us**.
- 10) Notice of loss must be given by either **you** or **your** agent.
- 11) The loss is payable within sixty days after completion of the claim form. This applies unless applicable state law provides for a shorter period.
- 12) In order to process a claim, **you** must allow **us** to contact **your** present and previous **veterinarian(s)**. You must also provide **us** with the necessary authority to obtain any information **we** may require. If 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 an exam, if **we** require, by a **veterinarian** chosen by **us**.
- 13) In the event of any disagreement between **you** and **us** relating to a claim, the matter will be referred to a **veterinarian** of **ours**. 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.
- 14) Any action or proceeding against **us** is barred unless commenced within one year after the loss or damage occurs or unless state law requires a longer period.

IV. 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** covered. **We** do not provide **coverage**, for an insured who has intentionally concealed or misrepresented any such facts or circumstances before or after a loss.
- 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** last email address known to **us**. **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**. 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 via regular mail, fax or email. This is in accordance with the provisions of **III. GENERAL CONDITIONS** 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 constitutes the entire agreement between **you** and **us**.
- 5) **FREE LOOK PERIOD** - If **you** are not satisfied with this **policy** within thirty (30) 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.

V. 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 an endorsement.

- 1) **Accident.** An unexpected and unintended event.
- 2) **Clinical Exam.** A thorough exam performed by a licensed and registered **veterinarian** including all body systems of the **pet**. Exam can also be referred to as “full physical, physical consultation, full exam or veterinary exam.”
- 3) **Clinical Symptoms.** Any manifested anomaly, inconsistency, or deviation from the regular healthy state or function of a **pet**, including behavioral traits. **Clinical Symptoms** include any anomaly that is readily detectable by a thorough **clinical exam**.
- 4) **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 the **declarations page**.
- 5) **Condition.** Any visible signs of **clinical symptoms** consistent with a diagnosis or diagnoses. This is regardless of the number of such symptoms or areas of the body affected.
- 6) **Coverage.** The insurance protection described in this **policy** and on the **declarations page**.
- 7) **Coverage Term.** A twelve (12) month period that begins with the effective date of **coverage** and continues for each twelve (12) month period after that.
- 8) **Declarations Page.** A written document comprising part of this **policy**, which identifies the insured, the **policy** number, and the insured **pet schedule** with the **coverage** options selected and the Lifetime Limit.
- 9) **Deductible.** The amount **you** must first pay for the cost of insured **veterinary treatment for your pet** after **your pet's coinsurance** portion has been applied.
- 10) **Dental Health Care.** The care required to maintain dental hygiene for **your pet**. This includes cleaning, brushing, scaling, polishing, extractions and reconstructions.
- 11) **Diagnostic Tests.** Tests used to determine the overall health of **your pet**. **Diagnostic tests** can be used to detect certain abnormalities. It can also validate the current health of **your pet**, or help evaluate an older **pet** before problems surface.
- 12) **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**.
- 13) **Illness.** Sickness, disease or any other changes to **your pet's** normal healthy state; or any **condition** other than **your pet's** normal healthy state.
- 14) **Injury or Injuries.** Physical harm or damage to **your pet** arising from normal activity or an **accident**.
- 15) **Medically Necessary.** Medical services, supplies or treatments provided by a **veterinarian** to treat **pets** which are:
 - a. consistent with symptoms or diagnosis;
 - b. appropriate and meet generally accepted 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.
- 16) **Medication.** Any veterinary recommended **medications** prescribed by **your veterinarian** and approved by the Food and Drug Administration (FDA) for veterinary use.
- 17) **Neutering.** Orchiectomy or surgical removal of the testicles.
- 18) **Pet or Pets.** A domestic cat or dog that is owned for companionship or as a help dog. **Pet or Pets** do not include a domestic cat or dog that is involved in activities other than companionship or helping. This includes, but is not limited to, racing, breeding, law enforcement, guarding or commercial activities.
- 19) **Pet Parent.** The owner of the **pet**, including owner's spouse or partner.

20) **Pet Policy Effective Date.** 12:01 a.m. of the day following the date you enroll **your pet**, as shown on the **pet schedule** of the **declarations page**, subject to the waiting periods as defined in **II. EXCLUSIONS & LIMITATIONS 1) b., 1) c., and 1) d.**

21) **Pet Schedule.** The table shown on the **declarations page** that identifies the **pet policy effective date**, policy number and **coverage** options related to a specific insured **pet**.

22) **Policy.** The terms and conditions and most recent **declarations page** that includes any endorsements that apply.

23) **Policy Effective Date.** 12:01 a.m. of the day following the date Shown in the Declarations, subject to the waiting periods as defined in **II. EXCLUSIONS & LIMITATIONS 1) b., 1) c., and 1) d.**

24) **Pre-existing conditions** means:

- Illness or condition** which developed or redeveloped prior to the **pet policy effective date**;
- an **injury**, or recurrence of an **injury**, as a result of an **accident** that occurred prior to the **pet policy effective date**; or
- any **condition** or complication resulting from an **illness** that developed, or any **injury** as a result of an **accident** that occurred prior to the **pet policy effective date**.

25) **Spaying.** Ovariohysterectomy or resection of the ovaries and uterus.

26) **Supplies.** Any item that is **medically necessary**, as determined by the **veterinarian**, that is safe and effective for its intended use, and which omission would adversely affect the insured **pet**.

27) **Surgery or Surgeries.** Any procedure that treats diseases or **injuries** by operative manual and instrumental treatment.

28) **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 **clinical exam**, for prevention of disease.

29) **Veterinarian.** A properly licensed and registered **veterinarian** in active practice in the area where the **pet** is treated or examined. **Veterinarian** shall not include **you** or a member of **your** immediate family.

30) **Veterinary Exam Fees.** Fees charged for the professional opinion of a **veterinarian**. Also referred to as consultation, exam, referral, and recheck fees.

31) **Veterinary Treatment** means:

- X-rays;
- Laboratory and **diagnostic tests**;
- Medication**;
- Surgeries**;
- Supplies**;
- Hospitalization**;
- Euthanasia; and
- Nursing care;

provided by a **veterinarian** and their staff under direct supervision.

32) **Waiting Periods.** 15 days from the **Pet Policy Effective Date** for **accidents** and **illness** and 12 months from the **Pet Policy Effective Date** for **illness** related to hip dysplasia.

33) **Working Pets.** Any **pet** involved in activities other than companionship or helping, including, but not limited to, racing, breeding, law enforcement, guarding or other commercial use.

34) **Your Pet.** The dog or cat named in the **pet schedule** of the **declarations page**.