

PET INSURANCE POLICY

Accident and Illness Only

Throughout this Policy, the words "You" and "Your" refer to the Named Insured(s) shown on the Declarations or by endorsement. The words "We," "Us," and "Our" refer to the company providing this insurance (the "Company") or the Company's designated representative.

Insuring Agreements

Based on the statements You made in Your application, We will provide the insurance described in this Policy in exchange for Your payment of premium and Your compliance with all terms and conditions outlined in this Policy. The entire Policy includes the Declarations Page and any endorsements.

1. We will reimburse You or the treating **Veterinarian**, as designated by You, for **Actual Costs** incurred by You for the **Treatment** of Your **Pet** provided during the **Policy Period**, for a covered **Injury**.
2. We will reimburse You or the treating **Veterinarian**, as designated by You, for **Actual Costs** incurred by You for the **Treatment** of Your **Pet** provided during the **Policy Period**, for a covered **Illness**.

Coverages and Benefits

Coverage

Veterinary Fees

We will pay up to the **Per Incident Limit** as shown on the Declarations Page, for the **Actual Costs** of any **Medically Necessary Treatment** Your **Pet** receives during the **Policy Period** for a covered **Injury** or **Illness**. The reimbursement is subject to **Waiting Period**, **Deductibles** and **Copayment** as shown on the Declarations Page.

The most We will pay under this Policy is the **Annual Benefit Limit** as shown on the Declarations Page.

Benefits

We will reimburse You for **Medically Necessary Treatment**, including tax, for:

1. All examinations performed by a **Vet** in the course of diagnosing, treating or operating on Your **Pet** for a covered **Injury** or **Illness**. Examinations include, but are not limited to, consultations, physical exams, health inspections, office visits, virtual visits, or referral fees.
2. Surgery and procedures conducted as **Treatment** of **Injuries** or **Illness** by operative, manual, and instrumental methods.
3. X-rays, ultrasounds, CT scans and other diagnostic tests as well as laboratory tests.

4. Medical supplies required by the **Vet** to perform procedures and other medical supplies which are deemed **Medically Necessary**, by the **Vet**.
5. Hospitalization of Your **Pet** required by the **Vet**.
6. Orthodontic **Treatment** due to a covered **Injury** or **Illness**.
7. Emergency ground pet ambulance transportation up to a maximum benefit of one hundred dollars (\$100) for this coverage.

Deductibles and Copayments

For any **Treatment** provided during the **Policy Period**, You will pay the **Copayment** and **Deductible** as shown on the Declarations Page.

The **Deductible** will first be applied to a covered **Claim** amount. Once the **Deductible** has been exhausted, the **Copayment** will be applied and any remaining covered **Claim** amount will be reimbursed by Us. The **Deductible** amount is not in addition to the applicable Policy Limit and applies to exhaust Your applicable Policy Limit.

When the **Treatment** dates of an **Injury** or **Illness** extend into two or more **Policy Periods**, You will be required to pay a separate **Deductible** for each **Policy Period**.

Exclusions

The Policy does not cover the following:

1. Costs or fees for any **Loss** if You have not complied with all conditions related to coverage as set forth in this Policy.
2. Costs or fees for any **Loss** if Your **Pet** is less than six (6) weeks old.
3. Costs or fees for vitamins, natural supplements, and all food, including food prescribed by Your **Vet**.
4. Costs or fees for bathing Your **Pet** unless a **Vet** certifies that bathing was **Medically Necessary**.
5. Costs or fees for any form of housing, including but not limited to cages, whether rented or bought by You.
6. Costs or fees for the rental of a pool or hydrotherapy equipment of any type.
7. Costs or fees arising from any non-veterinary services including, but not limited to:
 - a. bank fees and credit card surcharges;
 - b. biohazardous waste fees;
 - c. government fees and surcharges;
 - d. maintenance fees; and/or

- e. waste disposal.
- 8. Costs or fees for obedience or training classes.
- 9. Costs or fees for **Preventive Care** products.
- 10. Costs or fees for **Preventive Care** including, but not limited to, wellness exams or tests, treatment for **Preventive Care**, test or diagnostic procedures, vaccinations, flea, and other parasite prevention, spaying or neutering.
- 11. Costs or fees for grooming, grooming supplies, or de-matting unless it is deemed **Medically Necessary** by Your **Vet**.
- 12. Costs or fees for time and travel expenses to a **Vet's** premises or hospital.
- 13. Extra costs or fees for **Treatment** for in-person house calls, unless a **Vet** certifies that an in-person house call is **Medically Necessary** and is in connection with an emergency.
- 14. Extra costs or fees for **Treatment** for Your **Pet** outside of standard veterinary hours, unless the treating **Vet** certifies that an immediate life-saving consultation is needed.
- 15. Cost or fees for cosmetic, aesthetic, or elective surgery including, but not limited to, tail docking, ear cropping, de-clawing, or other surgical procedure unless such surgery is **Medically Necessary** for a **Treatment**.
- 16. More than two (2) anesthetic removals of an ingested foreign body in one **Policy Period**.
- 17. Costs or fees for any **Injury** or **Illness** that occurred prior to the effective date of this Policy, as shown on the Declarations Page, or prior to the expiration of the **Waiting Period**.
- 18. Costs or fees for any **Injury** that is the same as, or has the same diagnosis or **Clinical Signs**, as any **Injury** suffered by Your **Pet** prior to the effective date of this Policy, as shown on the Declarations Page, or prior to the expiration of the **Waiting Period**.
- 19. Costs or fees for **Treatment** of any **Pre-existing Conditions**.
- 20. Costs or fees for **Treatment** of any **Illness** that is same as, or has the same diagnosis as, a **Pre-existing Condition**.
- 21. Costs or fees for any conditions or disorders present at, and existing from, the birth of Your **Pet** where **Clinical Signs** were apparent prior to the effective date of the Policy, as shown on Declarations Page, or prior to the expiration of the **Waiting Period**.
- 22. Costs or fees for any **Treatment** associated with damage or rupture of cruciate ligaments, luxation of the patella, or other soft tissue disorders of any knee during the first six (6) months that the Policy is in effect. This exclusion does not apply if Your **Pet** is examined by a **Vet** within the first thirty (30) days of the Policy and the medical record specifically notes Your **Pet** does not have any **Pre-existing Conditions** relating to its knees.
- 23. If Your **Pet** has shown **Clinical Signs** of a cruciate or soft tissue **Injury** to one knee prior to the effective date of this Policy, as shown on the Declarations Page, or during the first six (6) months of the Policy and appropriate **Treatment** has not been performed, then the other knee is automatically excluded from coverage. Once appropriate **Treatment** has been performed, the other knee is excluded from coverage for a period of six (6) months from the date of last **Treatment** to the affected knee.
- 24. Costs or fees for the **Treatment** of intervertebral disc disease, when any other discs in the same or neighboring spinal region were previously **Treated** or showing **Clinical Signs** prior to the effective date of this Policy, as shown on the Declarations Page, or prior to the expiration of the **Waiting Period**.

25. Costs or fees arising out of or related to genetic testing, breeding, pregnancy, whelping, or nursing.
26. Costs or fees for **Treatment** of cancer.
27. Costs or fees for any of the following alternative and complementary therapies:
 - a. holistic;
 - b. homeopathic;
 - c. acupuncture;
 - d. chiropractic;
 - e. physical therapy; and/or
 - f. hydrotherapy
28. Costs or fees for procedures and **Treatments** performed as part of a clinical trial.
29. Costs or fees for cloned **Pets** or cloning procedures whether deemed experimental or for research.
30. Costs or fees for organ transplants not deemed **Medically Necessary** or not first approved by Us.
31. Costs or fees for **Treatment of Injury or Illness** arising out of racing, coursing, commercial guarding, organized fighting, or any other occupation, professional, or business use of Your **Pet**.
32. Costs or fees for **Treatment** of an intentional **Injury or Illness** or conditions as a result of abuse (including persistent neglect) of Your **Pet** by You, a member of Your household, or any other persons who have care, custody, or control of Your **Pet**.
33. Costs or fees for **Treatment** for which You were previously advised by a **Vet** required **Preventive Care** measures and You did not do so.
34. Costs or fees for **Treatment** arising from Your decision to pursue **Treatment** other than that recommended by Your **Vet**.
35. Cost or fees for **Treatment** arising from swine flu or any epidemics or pandemics, as declared by the U.S. Department of Agriculture.
36. Costs or fees for **Treatment**, death or humane destruction of Your **Pet** directly or indirectly caused by, happening through, arising or resulting from, or contributed to or by invasion, war, revolt, rebellion, revolution, military or usurped power, governmental seizure, quarantine or other action related to public safety or health, chemical weapon/device/agent/material, biological weapon/device/agent/material, biochemical or electromagnetic weapon/device/agent/material, nuclear reaction, radiation, radioactive contamination or the discharge of nuclear device (whether controlled, uncontrolled, accidental or otherwise).
37. Costs or fees for decontamination (i.e. the induction of vomiting, stomach pumping, or **Treatment** with charcoal, medical or surgical **Treatment**) of Your **Pet** arising from a repetitive and specific activity, if the same or similar activity has occurred at least two (2) times within the eighteen (18) month period prior to the **Treatment** date.

Definitions

Some words or phrases in this Policy have been defined below. Defined words or phrases are printed in bold type and have the following meanings, unless a different meaning is described in a coverage section or endorsement.

Accident	A sudden or unexpected event that causes Injury to Your Pet .
Actual Costs	The standard fees/costs a Vet charges, regardless of whether that customer has insurance or not.
Annual Benefit Limit	The most We will pay during a Policy Period as shown on the Declarations Page.
Claim	Your request for payment of an amount under the terms of Your Policy for Treatment of Your Pet provided by a Vet .
Clinical Signs	Changes in Your Pet's normal healthy state, bodily functions, or behavior as observed by any individual and recorded in Your Pet's medical records.
Copayment	The percentage of Your Claim for which You are required to pay after any applicable Deductible is applied.
Cured	A temporary Illness or Injury that is resolved without recurrent symptoms or continuing Treatment for at least twelve (12) months. Knee or ligament Injuries or Illnesses and hip dysplasia cannot be Cured .
Deductible	The amount, whether annual or per incident, You are required to pay, per Pet , for Treatments covered by this Policy before We begin to reimburse You.
Illness	Any change to the normal healthy state of Your Pet , a sickness, disease, or Medical Condition that is not caused by an Accident .
Injury	Physical harm or damage to Your Pet arising from an Accident .
Loss	An eligible coverage or benefit occurring during the Policy Period , subject to all the terms, conditions, exclusions, and limitations as stated herein and as shown on the Declarations Page.
Medical Condition	All Clinical Signs and symptoms resulting from the same diagnostic classification or disease process, regardless of the number of incidents or areas of the body affected.
Medically Necessary	Any Treatment which is directly and materially related to a covered Injury or Illness that is certified by a treating Vet .
Per Incident Limit	The most that We will reimburse You for a covered Injury or Illness . The Per Incident Limit does not include the Deductible or any Copayment amounts paid by You.

Pet	Any cat or dog named and described on the Declarations Page which is both owned by You and resides with You for companionship or as a service dog.
Policy Period	The period from the effective date shown in the Declarations to the earlier of the expiration date shown in the Declarations or the effective date of cancellation of this Policy.
Pre-existing Conditions	A Medical Condition that first occurred or showed Clinical Signs before the effective date of this Policy, as shown on the Declarations Page, or showed Clinical Signs during the Waiting Period . However, We do cover Pre-existing Conditions that can be Cured .
Preventive Care	Any Treatment , service, or procedure, including but not limited to, physical examinations, medications, surgeries, inoculations, or laboratory procedures, for the purpose of prevention of Illness or Injury or for the promotion of general health, performed when there has been no Illness or Injury .
Treatment / Treated	Any care administered by a Vet in treating Your Pet's Injury or Illness .
Veterinarian ("Vet")	Any currently licensed Doctor of Veterinary Medicine, Veterinary technician, or Veterinary nurse in the state in which Treatment is performed. A Vet cannot be You or a member of Your immediate family.
Waiting Period	A period at the beginning of the initial Policy Period during which We will not cover any Injury or Illness of Your Pet . The Waiting Period will not apply at renewals if continuous coverage is maintained. Additional Waiting Periods for hip dysplasia, knee surgery, cancer coverage, and endorsements may apply. Refer to the Declarations Page for the applicable Waiting Periods .

General Conditions

Age of Your Pet

If You do not know the exact date of birth of Your **Pet**, We will use the average of any estimates of Your **Pet's** age as referenced in Your **Pet's** medical records from veterinary clinics and shelters. If You are renewing a Policy, for a dog aged eight (8) or older or a cat aged ten (10) or older, You must follow Your **Vet's** advice regarding senior wellness testing.

Cancellation and Nonrenewal

You may cancel this Policy at any time by notifying Us in writing of Your intent to cancel or non-renew and the effective date of cancellation. If You cancel, You may be entitled to a premium refund which is less than pro-rated.

If this Policy has been in effect for less than sixty (60) days and the Policy is not a renewal, We may cancel this Policy for any reason. Notice of cancellation will be delivered to You at least fifteen (15) days, or as applicable by state law, prior to the effective date of the cancellation.

If this Policy has been in effect for sixty (60) days or more, or is a renewal, We may cancel the Policy only for the following reasons:

1. Nonpayment of premium;
2. Violation of any Policy terms and conditions;
3. A substantial change in the condition, factor, or **Loss** experience material to insurability; or
4. You materially misrepresent or exaggerate relevant information pertaining to this Policy or a **Claim**.

If this Policy has been in effect for sixty (60) days or more, or is a renewal, and We cancel this Policy for nonpayment of premium, We will send written notice to You at least fifteen (15) days prior to the effective date of cancellation. If this Policy has been in effect for sixty (60) days or more, or is a renewal, and We cancel this Policy for any other reason, We will send written notice to You at least thirty (30) days prior to the effective date of cancellation.

We may non-renew this Policy for any reason. If We non-renew this Policy, We will send written notice to You at least sixty (60) days prior to the effective date of nonrenewal.

Care for Your Pet

You must provide Your **Pet** with adequate care, and take any **Preventative Care** measures to avoid **Injury** or **Illness** to Your **Pet**. For purposes of this Condition, “adequate care” includes, but is not limited to:

1. an annual health check;
2. an annual dental exam;
3. **Treatment** that is normally suggested by a **Vet** to prevent **Injury**;
4. appropriate medication as prescribed and dispensed by Your **Vet** to prevent against **Illness**, including but not limited to, lice, parasites, and fleas; and
5. appropriate vaccinations against tick-borne **Illness**.

Claims Procedures

If Your **Pet** suffers an **Injury** or **Illness** that may be covered by this Policy, You must:

1. Visit a **Vet** within forty-eight (48) hours after first observing **Clinical Signs** relating to a potential **Injury** or **Illness**.
2. Complete and send to Us a **Claim** submission describing the **Injury** or **Illness**, providing itemized invoices from Your **Vet**, and full medical records of Your **Pet**.
3. Submit a **Claim** to Us for the **Injury** or **Illness** as soon as practicable but no later than ninety (90) days after the expiration of the **Policy Period**.
4. Cooperate with Us in the investigation of any **Claim** which may include providing a complete medical history for Your **Pet**. Failure to comply with these conditions may result in a **Claim** not being afforded coverage.

Once We receive completed **Claims** submission and supporting itemized invoices, We will determine whether the **Illness** or **Injury** is covered by this Policy. We will notify You in writing whether the **Claim** is accepted or rejected within fifteen (15) business days following receipt of **Claims** submission and itemized invoices, or within a time period otherwise mandated by state law. A statement showing the basis for Our decision will be available through Your online account or upon request.

Condition of Your Pet

In the original application for this insurance, You represented that Your **Pet** was in good health and free of **Illness** or **Injury** as of the effective date of this Policy, as shown on the Declarations Page. In order to assess a **Claim**, We may require full medical records from any **Vet** who has **Treated** Your **Pet** in the past.

Conformity to State Statute

If any provisions of this Policy conflict with the statutes of the state in which this Policy is issued, the provisions are amended to conform to such statutes.

Disputes

You agree that any **Vet** who has **Treated** Your **Pet** has Your permission to release any information We may ask for about Your **Pet**. If Your **Vet** charges an amount for **Treatment** that is in excess of those typically and reasonably charged in Your geographic area for identical **Treatment**, or that are not **Medically Necessary**, We reserve the right to dispute that amount. You further agree that in case of a dispute We have the right to have Your **Pet** examined by a mutually agreeable independent **Vet**, whose medical decision will prevail. The cost of this independent **Vet** will be equally allocated between You and Us.

Dual Coverage with Us

We will not insure Your **Pet** under more than one **Pet** insurance Policy issued by Us during any **Policy Period**. If We discover that You have more than one such Policy, coverage will be provided under the Policy that has been in force for a longer period.

Electronic Delivery

It is agreed that, unless otherwise notified by You, all documents and communications regarding this Policy, its endorsements, and any notices in connection therewith may be delivered to You by electronic mail using the email address associated with Your policyholder account. It is Your responsibility to ensure that the email address associated with Your policyholder account is up to date.

Governing Law

This Policy is deemed negotiated and entered into in the state of issuance, and any rights, remedies, or obligations provided for in this Policy, shall be construed and enforced in accordance with the state of issuance.

Legal Action Against Us

No one may bring legal action against Us until there has been full compliance with all the terms and conditions of this Policy. You will have one (1) year from the date of any **Claims** submission to take legal action against Us with respect to recovery of a **Claim** under this Policy.

Liberalization

If We adopt any revision which would broaden the coverage under this Policy within sixty (60) days prior to or during the **Policy Period**, with no adjustment of premium, the broadened coverage will immediately apply to this Policy.

Misrepresentation or Fraud

No coverage is afforded under Your Policy in the case of fraud or attempted fraud by You or if You have concealed or misrepresented any material fact or circumstance concerning Your **Pet**, this Policy, or any **Claim** submitted under this Policy.

Other Insurance

You agree to notify Us of other valid insurance coverage in case of a **Claim**. If You have other valid insurance coverage providing benefits for the same **Loss**, We will only pay Our share of the **Loss**. You agree to assist Us in any necessary subrogation efforts in this regard.

Paying Your Premiums

Your Policy does not become legally binding until You have paid Your premium. You must pay to Us all premium due on time for coverage to remain in effect. Failure to do so may result in cancellation of Your Policy.

Period of Insurance and Territory

This Policy applies only to **Injuries** and **Illness** occurring during the **Policy Period** shown on the declarations page and which occur anywhere in the United States of America.

Pet Residence Restriction

It is Your responsibility to notify Us of any change in address. A change in Your primary address may result in a change to coverage availability and rates.

Policy Endorsements and Changing Your Coverage

You may increase Your **Pet's** coverage once per **Policy Period**.

This request must be in writing, which may be submitted electronically. Upgrades are subject to re-underwriting. Certain exclusions may apply.

If You choose to increase Your coverage, then any **Illness** or **Injury** Your **Pet** had, or any **Illness** or **Injury** that first showed **Clinical Signs** before the change was made will be subject to the **Annual Benefit Limit** in place at the time the condition was first diagnosed or showed **Clinical Signs**. A new Declarations Page or endorsement indicating Your **Pet's** new coverage will be issued on approval. Exclusions already on the Policy may carry over. New **Deductible** and **Copayment** amounts may apply when coverage is changed. This rule does not apply to a policy change made due to the death of Your **Pet** or change of address resulting in a rate change. The request will become effective after the **Waiting Period**, as shown on the Declarations Page, following approval.

Rights

If We reimburse a **Claim** that is or may be perceived as contrary to the Conditions of this Policy, that payment shall not constitute a waiver of Our rights to assert any Policy Conditions for future **Claims**. We reserve Our right to recover from You any **Claim** settlement paid in error.

Transfer

You must be the owner of Your **Pet**. If ownership of Your **Pet** transfers to another individual, any potential coverage afforded under this Policy will cease.

Transfer of Rights of Recovery Against Other to Us

If You have rights to recover all or part of any **Claim** payment We have made under this Policy, those rights are transferred to Us. You hereby agree to do everything that may be necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable Us to effectively to bring suit or otherwise pursue subrogation, and provide all other assistance and cooperation which We may reasonably require.