1. INSURING AGREEMENT

We will provide the insurance described in this policy in return for your premium payment when due and compliance with all policy provisions. We will pay covered veterinary expenses that you incur during the policy term for the diagnosis or treatment of your pet’s condition provided to your pet during the policy term. Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy.

2. DEFINITIONS

We define words or phrases in your policy. We identify these terms with bold typeface. Any veterinary medical terms or phrases not defined in this policy will be interpreted as defined in the most recent edition of Blood D.C., Studdert V.P., Gay C.C., Saunders Comprehensive Veterinary Dictionary. London, UK. W.B. Saunders.

A. Chronic condition means a condition that can be treated or managed, but not cured.

B. Condition means an Illness or injury that your pet contracts or incurs.

C. Covered veterinary expenses means expenses for reasonable and necessary veterinary expenses that you incur for veterinary services that are eligible for payment under this policy.

D. Cured means eliminated and having no effect on your pet so that your pet is fully restored to normal health without any further treatment or management.

E. Drug or drugs means medication or other substance undergoing clinical trials for or approved by the U.S. Food and Drug Administration (FDA) that is used to treat a condition.

F. Family member means a person living in your household or a person who is related by blood, marriage, or adoption whether living in your household or not.

G. Illness means any condition caused by or associated with disease, including pregnancy.

H. Injury means physical damage to your pet’s body caused by an unforeseen physical action or force outside your pet’s body.

I. Nutritional supplement means dietary supplements, including vitamins and nutraceuticals, prescribed to treat a condition that is covered by your policy.

J. Pet means the animal identified on the Declarations Page or Renewal Certificate of this policy.

K. Pet insurance means an individual or group insurance policy that provides coverage for veterinary expenses.

L. Pre-existing condition means any condition that began or was contracted, manifested, or incurred up to twelve months before the effective date of this policy or during any waiting period, whether or not the condition was discovered, diagnosed, or treated. A chronic condition is a pre-existing condition unless it began after the effective date of this policy.

M. Prescribed means: (1) directly provided by or (2) authorized by written instruction of a veterinarian.

N. Prescription pet food means a manufactured pet diet formulated to be used in a diagnostic or therapeutic setting which has modifications of nutrient concentrations outside the current Association of America Feed Control Officials.
(AAFCO) guidelines for healthy pets. **Prescription pet food** is **prescribed** solely to treat or manage a **condition** that is covered by **your** policy and is available exclusively through **your veterinarian**, or by prescription from **your veterinarian**.

O. **Spouse** means **your** husband, wife, or domestic partner under the law of **your** state of residence, who lives with **you** at the address shown on the Declarations Page or Renewal Certificate of **your** policy.

P. **Veterinarian** means a legally licensed veterinary medical practitioner.

Q. **Veterinary expenses** means the costs associated with medical advice, diagnosis, care, or treatment provided by a **veterinarian**, including, but not limited to, the cost of **drugs prescribed** by a **veterinarian**.

R. **Veterinary services** means medical advice, diagnosis, care, or treatment provided by a **veterinarian** who has physically examined **your pet**, including, but not limited to, **drugs**, **nutritional supplements** and **prescription pet food**.

S. **Void** means to declare that this policy is no longer in force or effect.

T. **Waiting or affiliation period** means the period of time specified in a **pet insurance** policy that is required to transpire before some or all of the coverage in the policy can begin.

U. **We, us, or our** means the company providing this insurance.

V. **You or your** means the **pet** owner listed on the Declarations Page or Renewal Certificate of this **policy**.

3. **POLICY TERM**

Your policy is effective during the dates and times shown on your Declarations Page or Renewal Certificate. **Your** policy only applies to **covered veterinary expenses** that **you** incur during the policy term due to **your pet’s condition** that occurs while **your** policy is in effect.

4. **BENEFIT PROVISIONS**

A. We list **your** deductible and coinsurance percentage on your Declarations Page or Renewal Certificate. **Your** deductible applies once in each policy term.

B. **We** will pay **covered veterinary expenses** that **you** incur during the policy term, subject to **your** deductible and coinsurance percentage. **We** will not pay any amount unless **your covered veterinary expenses** exceed **your deductible**. If they do, we will: (1) apply **your** coinsurance percentage to the **covered veterinary expenses** that exceed **your** deductible and (2) pay the resulting amount.

C. **We** will not pay more than $7,500 in each policy term.

5. **ADDITIONAL COVERAGE**

We will pay each of the **Additional Coverage** benefits listed below only once per policy term, up to the limits of the **Additional Coverage amounts** listed within sections 5A through 5D. The additional coverage provided in this section does not increase the maximum amount payable in each policy term. Benefit payments will be subject to **your** deductible and coinsurance percentage as shown on the Declarations Page of **your** policy.

A. **Boarding or Kennel Fees**:

   **We** will pay for costs **you** incur during the policy term associated with boarding **your pet** at a licensed kennel to look after **your pet** while **you** or a **family member** is hospitalized as a result of sickness or disease. This coverage is limited to a maximum annual benefit of $500. **You** must submit certification of hospitalization from the attending physician and/or hospital that treated **you** or **your family member**; and submit the itemized receipt from the licensed kennel including proof of payment.

   **We** will not pay any benefits if **you** or **your family member** is admitted to a hospital for less than forty-eight (48) hours.
B. Advertising and Reward:
We will pay for costs you incur for advertising or offering a reward if your pet is stolen or strays during the policy term. This coverage is limited to a maximum annual benefit of $500. You must send us a completed claim form along with all itemized receipts for costs associated with advertising and reward.

We will not pay any benefits for any reward not supported by a signed receipt giving the full name, phone number, and address of the person who found your pet; any reward paid to any resident of your household, a family member, a person employed by you, or known by you; or any reward resulting from your neglect or deliberate concealment of your pet.

C. Loss Due to Theft or Straying:
We will pay the price you paid for your pet, up to the maximum benefit of $500, if your pet is stolen or goes missing during the policy term and is not found. If you did not pay for your pet or have no formal proof of how much you paid in the form of an original receipt, we will pay you $150. Your policy will be cancelled and we will refund any unearned premium on a prorated basis. You must send us a completed claim form including the original receipt for the price you paid for your pet if your pet has not been found within sixty (60) days.

We will not pay any benefits if you, or the person looking after your pet, freely parts with your pet.

D. Mortality Benefit:
We will pay covered veterinary expenses that you incur during the policy term for fees associated with the death of your pet due to injury or illness. We will pay for: 1) a veterinarian to humanely euthanize your pet, 2) cremation and burial expenses, and 3) the price you paid for your pet up to the maximum benefit of $1,000. If you did not pay for your pet or have no formal proof of how much you paid in the form of an original receipt, we will pay you $150. Your policy will be cancelled and we will refund any unearned premium on a prorated basis. You must send us a completed claim form including the original receipt for veterinary expenses; and the original receipt for the price you paid for your pet.

We will not pay for the price you paid for your pet if your dog was eight (8) years of age or older or your cat was ten (10) years of age or older at the time of death and died or was euthanized due to an illness, or your veterinarian is not able to verify the death of your pet and sign the claim form.

6. WHAT WE DO NOT COVER-EXCLUSIONS
We will not pay for:
A. Diagnosis or treatment of any pre-existing condition.

B. Diagnosis or treatment of any condition identified as an Additional Excluded Condition on the Declarations Page or Renewal Certificate of your policy.

C. Diagnosis or treatment of any complication or progression of any condition excluded by this policy.

D. Diagnosis or treatment of any condition caused intentionally by you or any other resident of your household.

E. Any behavioral training, therapy or treatment that is: (1) not prescribed by a licensed veterinarian or (2) pet obedience training.

F. Tooth hygiene or appearance including, but not limited to: teeth cleaning and polishing.

G. Dietary or nutritional supplements used to preserve or improve general nutrition or health, even if prescribed by a veterinarian.

H. Pet foods or commercial pet diets that are used to preserve or improve general nutrition or health and can be purchased without a prescription, including foods such as: life stages (puppy, senior, etc.), low calorie, sensitive stomach, or limited ingredients, even if recommended by a veterinarian for treatment of your pet’s condition.

I. Boarding (except as described in section 5A), storage, transportation and grooming, including services such as: nail trims, or bathing.
J. Routine or preventive treatments or procedures, including, but not limited to: vaccines, spay or neuter, or flea control.

K. Diagnostic tests for conditions or procedures excluded by this policy.

L. Fees or other expenses for pet services and supplies not prescribed by your veterinarian to diagnose or treat your pet’s condition.

M. Fees or other expenses not directly related to veterinary services including fees or expenses incurred for items such as: (1) waste disposal, (2) record access or copying, (3) any license or certification, (4) compliance with any government rule or regulation, (5) any tax, or (6) any charge assessed by any bank, credit card company, or other financial institution.

N. Diagnosis or treatment that is experimental, investigational, or otherwise not within the standard of care accepted by the veterinary medical board of your state.

O. Diagnosis or treatment of any condition caused directly or indirectly by war, rebellion, insurrection, or any release of nuclear radiation or radioactive contamination.

7. YOUR DUTIES
A. We ask you to provide us with prompt (i.e. within 90 days of your pet’s first treatment for any condition) notice of a claim. Delayed submission of your claim may prevent us from fairly or accurately adjusting your claim and may be grounds for denial.

B. You must submit complete and legible claim forms to us and include itemized receipts for veterinary expenses that identify your pet by name.

C. You must provide us with all medical records or requested documentation from the attending veterinarian relating to your pet’s health upon our request. You agree to submit your pet to examination by a veterinarian selected by us upon our request.

D. You must reasonably protect your pet from aggravation of any condition.

E. Upon payment of benefits, we will be subrogated to your rights of recovery from any other party.

F. It is agreed that, unless otherwise notified by you, all documents and communications regarding this policy, its endorsements, and any notices may be delivered to you by electronic mail using the email address associated with your account, except documents required to be delivered by another method. It is further agreed that it is your responsibility to keep your contact details, including email, telephone and postal address, current and correct.

8. OTHER INSURANCE
A. If your pet is covered by more than one policy issued by us, we will not pay more than the highest amount payable under any one policy.

B. This insurance is excess over any other insurance covering your pet that is provided by a policy issued by any other insurance company, whether collectable or not.

9. TERMINATION OF INSURANCE
A. Your policy will lapse if you do not pay your premium when due.

B. We may cancel your policy by sending written notice to you at your most recent address in our records. We will send you this notice ten days before we cancel your policy or at the time required by the law of your state of residence. You may cancel your policy at any time by notifying us in writing. If either you or we cancel your policy, we will refund any unearned premium on a prorated basis.

10. ASSIGNMENT OR TRANSFER OF POLICY
A. You may not transfer or assign this policy in whole or in part.
B. **Your** policy will transfer to **your** legal representative or surviving **spouse** upon **your** death.

### 11. CHANGES AND LIBERALIZATION

A. This policy contains all the agreements between **you** and **us**. Its terms cannot be changed except by endorsement or rider issued by **us**.

B. **You** or **your spouse** may request changes to **your** policy. Any change **we** make due to a request by **you** or **your spouse** is binding on all persons who have any interest under **your** policy.

C. If **we** revise this policy and broaden **your** coverage without charge, **you** will receive the broader coverage as soon as **we** make the revision.

D. **We** may make changes to **your** policy. If **we** do, **we** will send **you** written notice thirty days before the end of the current policy term or at the time required by the law of **your** state of residence. **You** accept these changes by renewing **your** policy.

### 12. REVIEW

**You** may request a review:

A. **If** **we** deny **your** claim in whole or in part; **or**

B. To ask that **we** remove an Additional Excluded **Condition** listed on the Declarations Page or Renewal Certificate of **your** policy.

**You** must submit **your** review request in writing indicating the reason for the review. **You** must provide **us** with all medical records from **your** veterinarian relating to any **condition** that is the basis of **your** request. If **your** request for review involves an Additional Excluded **Condition**, **you** must provide **us** with medical records or other documentation from **your** veterinarian demonstrating the **condition** was cured at least six months before the date of **your** request. Chronic **conditions** are not eligible for removal. All review decisions are final.

### 13. SUIT AGAINST US

**You** may not bring a legal action against **us** unless **you** have complied with all provisions of this policy. **You** must begin any legal action against **us** within one year of **your** pet’s first treatment for any **condition** identified in **your** legal action.

### 14. DECLARATIONS

By accepting this policy, **you** agree that all the statements in **your** application and the declarations are true and that **you** have provided **us** with all material information about **your** pet. **You** agree that this policy and any endorsements or riders issued to **you** is the entire and only agreement between **you** and **us**.

### 15. FRAUD AND CONCEALMENT

**We** will void **your** policy from its inception if **we** discover that **you** have misrepresented or omitted any material fact and **we** relied on **your** misrepresentation or omission in issuing this policy to **you**. **We** may deny **your** claim and void **your** policy if **you** conceal material information or make any material misrepresentation in **your** claim.

### 16. INSTALLMENT PAYMENT SERVICE CHARGE

If **you** elect to pay **your** premium in installments, other than payroll deductions, **we** will charge **you** the installment fee listed on the Declarations Page or Renewal Certificate of **your** policy, per each installment payment.