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. Preexisting condition means any condition for which a veterinarian provided medical advice, the pet received treatment for, or the pet displayed signs or symptoms consistent with the stated condition prior to the effective date of a pet insurance policy or during any waiting period.

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 an individual who holds a valid license to practice veterinary medicine from the Veterinary Medical Board pursuant to Chapter 11 (commencing with Section 4800) of Division 2 of the Business and Professions Code or other appropriate licensing entity in the jurisdiction in which he or she practices.

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 injury or illness. 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 preexisting 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.

C. You may return your policy to us, or the agent through whom your policy was purchased, at any time within thirty days following the effective date of your policy. The delivery or mailing of your policy by you pursuant to this paragraph shall void your policy from the beginning, and the parties shall be in the same position as if a policy or contract had not been issued. We will refund all premiums and any policy fee paid for the policy within thirty days from the date that you notify us of your decision to cancel your policy under this paragraph. However, if we have paid any claim or have advised you in writing that a claim will be paid, the thirty-day free look right pursuant to this paragraph is inapplicable and instead section 9.B. applies to any refund.

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.
1. Your policy contains exclusions, listed in Section 6: WHAT WE DO NOT COVER—EXCLUSIONS. Your policy excludes coverage for diagnosis or treatment of any:

a. “Preexisting condition,” which means “any condition for which a veterinarian provided medical advice, the pet received treatment for, or the pet displayed signs or symptoms consistent with the stated condition prior to the effective date of a pet insurance policy or during any waiting period.”

b. Other exclusions may apply. Please refer to the exclusions section of the policy for more information.

2. Your policy has these provisions that limit coverage:

a. Section 3 of your policy says that your policy is effective during the dates and times shown on your Declarations Page or Renewal Certificate and your policy effective date will not be earlier than 14 days after we approve your application and receive your payment.

b. Section 4 of your policy—BENEFIT PROVISIONS—says that both a deductible and a coinsurance percentage, listed on your Declarations Page or Renewal Certificate, apply to your policy. Section 4.B. explains how we will apply your Deductible and Coinsurance percentage to your covered veterinary expenses. Section 4.C. says that we will not pay more than $7,500 in each policy term.

c. Section 5. of your policy—ADDITIONAL COVERAGE—says that 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 5.A. through 5.D. This additional coverage does not increase the maximum amount payable in each policy term. Benefit payment is subject to your deductible and co-insurance percentage shown on the Declarations Page of your policy.

(1) Section 5.A., we provide coverage for boarding or kennel fees up to an annual maximum of $500 when your pet must be kenned because you, or your family member, is hospitalized and unable to care for your pet during the policy term. No expenses are payable if you, or your family member, is admitted to a hospital for less than forty-eight hours.

(2) Section 5.B., we provide coverage for expenses associated with advertising and reward, up to an annual maximum of $500, if your pet is stolen or strays during the policy term. No expenses are payable 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.

(3) Section 5.C., we provide replacement coverage for the loss of your pet due to theft or straying during the policy term and your pet has not been found within sixty days. Coverage is limited to the price you paid for your pet, up to the maximum benefit of $500. 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. No expenses are payable if you or the person looking after your pet, freely parts with your pet.

(4) Section 5.D., we provide coverage for expenses associated with the death of your pet, including replacement coverage. Coverage is limited to the price you paid for your pet, up to the maximum benefit of $1,000, if your pet died due to injury or illness. 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. No expenses are payable if your dog was eight years of age or older or your cat was ten 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.
3. We do not reduce coverage or increase premiums based on your claim history.

4. *Description of the basis or formula on which we determine claim payments under your policy.* We review all invoices for veterinary services and supporting forms and documentation you submit and determine whether the expenses you submit are covered under your policy. If your expenses meet the terms of the insuring agreement of your policy, we determine whether any other policy provision excludes or limits coverage. If you have complied with all policy terms and conditions and if the veterinary services expenses you submit to us are payable under your policy, we pay these expenses subject to all terms, conditions, limitations, and exclusions of your policy.

**NOTICE: 30-DAY FREE LOOK: CANCELLATION BY RETURN OF POLICY**

After you apply for insurance with us and we accept your application by issuing your policy to you, you may cancel your policy without charge as described in Section 9.C. of your policy. You must deliver or mail your policy to us, and tell us that you want to cancel your policy, within 30 days of your policy effective date as shown on your Declarations Page.

If we have not paid any claims nor advised you in writing that a claim will be paid under your policy, your policy will be considered void from the beginning and you and we will be in the same position as if a policy or contract had been not been issued. In this case, we will refund you all premiums you have paid us under your policy and charge you no additional premium under your policy. We will refund premium you have paid within 30 days from the date that you notify us of this cancellation.

If we have either paid any claim or advised you in writing that a claim will be paid under your policy, this 30-day free look under your policy is inapplicable and instead the policy provisions in Section 9.B. of your policy relating to cancellation will apply to any refund.

You may only take advantage of this 30-day free look period in the first term of your policy, within 30 days of your policy effective date as shown on your Declarations Page.