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 prevention, diagnosis, or treatment of your pet's condition. Veterinary services for your pet's condition must occur while your policy is in effect. 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, including veterinary expenses for treatment or procedures required to manage the condition.

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 the pet so that the pet is fully restored to normal health without any 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) or the Environmental Protection Agency (EPA) that is used to treat a condition.

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

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

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

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

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

K. Pre-existing 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.

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

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

N. Prevention or prevent means veterinary services performed as part of a wellness protocol based on the current American Veterinary Medical Association (AVMA) preventive healthcare guidelines for every dog and cat, except as excluded in section 5 of this contract.
O. **Procedure** means a veterinary treatment method or course of action.

P. **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.

Q. **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.

R. **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.

S. **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.

T. **Void** means to declare that this policy is no longer in force or effect.

U. **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.

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

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

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### 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 expenses that exceed your deductible and (2) pay the resulting amount.

### 5. WHAT WE DO NOT COVER-EXCLUSIONS

We will not pay for:

A. Diagnosis or treatment of any pre-existing condition.

B. Procedures performed prior to the effective date of this policy.

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

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

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

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

G. Any service or procedure used to prevent, preserve or improve general nutrition or health, even if prescribed by a veterinarian. For example, we will not pay for: dietary or nutritional supplements, acupuncture, chiropractic care, holistic care, etc, unless it is prescribed by your veterinarian to treat your pet's covered condition.

H. Pet foods, treats, or commercial pet diets that are used to prevent, 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, storage, transportation, grooming, or bathing.

J. Fees or other expenses for pet services and supplies not prescribed by your veterinarian to prevent, diagnose or treat your pet's condition.
K. Fees or other expenses not directly related to veterinary services including, but not limited to: (1) waste disposal, (2) record access or copying, (3) any license or certification, except a state or federal health certificate provided to you by your veterinarian, (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.

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

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

6. 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 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 your veterinarian(s) 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.

7. 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.

8. 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 8.B. applies to any refund.

9. ASSIGNMENT OR TRANSFER OF POLICY

A. You may not transfer or assign this policy in whole or in part without our written consent. We will not consent unless both you and the proposed assignee give us information that we request on forms that we provide.

B. Your policy will transfer to your legal representative or surviving spouse upon your death.

10. 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.

11. 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 that 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.

12. 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.

13. 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’s health. You agree that this policy and any endorsements or riders issued to you is the entire and only agreement between you and us.

14. 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.

15. INSTALLMENT PAYMENT SERVICE CHARGE

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