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 (12) 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 5.A. through 5.D. 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 co-insurance 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 five hundred dollars ($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 five hundred dollars ($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; and 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 five hundred dollars ($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 one hundred fifty dollars ($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 one hundred fifty dollars ($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 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; and your veterinarian is not able to verify the death of your pet or 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 5.A.), 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 ninety [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 e-mail 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 e-mail, 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 (10) 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 (30) 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.