1. INSURING AGREEMENT

We will provide the insurance described in this policy in return for your payment of premium when due and compliance with all provisions of this policy. We will pay covered veterinary services expenses that you incur during the policy term for the diagnosis or treatment of your pet’s covered condition. 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. Congenital disorder means an abnormality of a body structure or function that is present at birth, whether apparent or not, that can cause illness or disease.
D. Covered condition means a condition eligible for payment under this policy that is described in section 4, B of this policy.
E. Covered veterinary services expenses means expenses for reasonable and necessary veterinary services that you incur for the diagnosis or treatment of a covered condition.
F. 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.
G. Developmental defect means an abnormality of a body structure or function that is a result of faulty development, whether apparent or not, that can cause illness or disease.
H. Foreign body means any object that becomes lodged in the tissues or organs of a pet’s body, resulting in mechanical irritation, inflammation, or partial or complete obstruction of the tissue or organ.
I. Hereditary disorder, defect, or disease means an abnormality transmitted by gene(s) from parent to offspring, whether apparent or not, that can cause a condition.
J. Illness means any condition caused by or associated with sickness or disease. All clinical signs or symptoms of an illness constitute one illness, regardless of the number of affected areas of your pet’s body.
K. Incident means an occurrence that causes your pet’s condition.
L. Injury means physical damage to part of a pet’s body caused by an unforeseen physical action or force outside the pet’s body.
M. Medication means a substance approved by the U.S. Food and Drug Administration (FDA) that is used to treat a condition.
N. Pet means the animal identified on the Declarations Page or Renewal Certificate of your policy.
O. Pre-existing condition means any condition that began or was contracted, manifested, or incurred before the effective date of your policy, whether or not the condition was discovered, diagnosed, or treated. A condition is not pre-existing if it was cured before the effective date of your policy and there has not been a recurrence or manifestation of the condition for at least six (6) months, unless it is a chronic condition. A chronic condition contracted, manifested, or incurred before the effective date of your policy is a pre-existing condition, whether or not the condition was discovered, diagnosed, or treated.
3. POLICY TERM

Your policy is effective during the times and dates shown on your Declarations Page or Renewal Certificate. Your policy only applies to covered veterinary services 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 will pay covered veterinary services expenses that you incur during the policy term for the diagnosis or treatment of any covered condition. We will pay up to $600 in veterinary services expenses during the policy term for each covered condition. This is the most that we will pay during the policy term for any covered condition, regardless of the number of incidents or treatments during the policy term.

B. Covered conditions

1. Tooth infection requiring tooth extraction. This is an invasion and multiplication of microorganisms, e.g., bacteria, in tissues surrounding a tooth that requires a tooth extraction. This condition does not include: (1) gingivitis or (2) any condition affecting deciduous (baby) teeth.

2. Primary acute gastroenteritis. This is the transient inflammation of the stomach lining or intestine that does not last more than two days. This condition does not include: (1) pancreatitis, (2) chronic gastrointestinal disease, e.g., irritable bowel disease, (3) ulcer, or (4) any condition due to ingestion of a toxic substance.

3. Laceration or bite wound, including infection. A laceration is an accidental tearing or cutting of body tissue. A bite wound is a puncture of body tissue made by an animal’s tooth. These conditions do not include: (1) abrasion, (2) burn, (3) seroma, or (4) hematoma.

4. Atopic dermatitis, pyoderma, or hot spot. Atopic dermatitis is a skin inflammation resulting from exposure to antigens. Pyoderma is any bacterial skin infection. A hot spot is an open sore on the skin that typically results from self-trauma. These conditions do not include: (1) endocrine alopecia, (2) seborrhea, (3) immune mediated skin disease, (4) folliculitis, or (5) any condition due to systemic allergic reaction.

5. Benign skin neoplasia. This is an abnormal growth on the skin involving uncontrolled and progressive cell multiplication. This condition does not include: (1) malignant or cancerous skin neoplasia or (2) any condition caused by or resulting from any virus or viral infection.

6. Primary kidney disease or failure. This is inflammation or other condition that prevents a kidney from performing its normal metabolic regulation or waste elimination function. This condition does not include: (1) any hereditary kidney disorder or (2) any loss of normal kidney function due to dehydration or kidney stones.

7. Primary conjunctivitis. This is an inflammation of the conjunctiva—the membrane lining the inside of the eyelids and sides of the eyeball. This condition does not include: (1) corneal disease or ulceration, (2) disease of the lacrimal system, eyelid, or eyeball, or (3) any condition caused by or associated with feline upper respiratory disease complex.

8. Otitis externa. This is inflammation of the external ear or external ear canal. This condition does not include: (1) otitis interna or media, (2) traumatic injury of the ear, or (3) immune mediated skin disease.

9. Musculoskeletal sprain or soft tissue injury. This is the wrenching or twisting of muscle or tissue immediately surrounding a joint. This condition does not include any condition caused by or associated with: (1) any bone, cartilage, ligament, or tendon damage, (2) arthritis, joint luxation or subluxation, or (3) intervertebral disc disease or rupture.
5. Diarrhea. This is a condition where the digestive tract moves fecal material more frequently than normal. This condition does not include: (1) constipation, (2) colitis, (3) enteritis, or (4) megacolon.

11. Diabetes mellitus. This is a metabolic disorder resulting in high levels of glucose (blood sugar) in the body due to inadequate production or use of insulin. This condition does not include diabetes insipidus.

12. Feline cystitis or Feline lower urinary tract disease (FLUTD). This is the inflammation of the interior lining of the urinary bladder. This condition does not include any condition caused by or resulting from bladder stones.

13. Asthma or allergic bronchitis. Asthma is the sudden narrowing or spasmodic constriction of the bronchial tubes that: (1) results in breathing obstruction and (2) is associated with recurrent attacks of dyspnea (difficulty breathing), coughing, or wheezing. Allergic bronchitis is inflammation of one or more bronchial tubes due to allergy. These conditions do not include: (1) Feline upper respiratory disease complex, (2) pneumonia, (3) pleural effusion, (4) pulmonary edema, (5) any heart condition, (6) mediastinal disease, or (7) any condition caused by or resulting from any injury.

14. Feline upper respiratory disease complex. This is an infection of the nose, throat, or sinus due to virus or bacteria. This condition does not include: (1) asthma, (2) allergic bronchitis, (3) pneumonia, (4) fungal infection, or (5) any condition caused by or resulting from traumatic injury.

15. Hyperthyroidism. This is the excess of thyroid hormones due to overproduction by the thyroid gland. This condition does not include hypothyroidism.

C. All payments for any covered condition reduce the amount payable under that condition for any other covered services incurred during the policy term. Covered services that are paid under one covered condition are not eligible for payment under any other covered condition. We will only pay veterinary services expenses for diagnostic testing of a covered condition, as diagnosed by a veterinarian.

5. 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 bone or joint condition consisting of or associated with: (1) hip dysplasia, or any luxation or subluxation associated with hip dysplasia, (2) elbow dysplasia, (3) patellar luxation or subluxation, (4) osteochondritis dissecans, or (5) any fracture, luxation, or subluxation associated with aseptic necrosis of a femoral head.

D. Diagnosis or treatment of any condition consisting of or associated with: (1) angular limb deformity or (2) cruciate ligament or meniscal damage or rupture.

E. Diagnosis or treatment of any condition caused by or resulting from a foreign body.

F. Diagnosis or treatment of any condition caused by or associated with neoplasia other than benign skin neoplasia.

G. Diagnosis or treatment of any congenital disorder or developmental defect or any condition caused by or resulting from the congenital disorder or developmental defect. We provide examples—not a complete list—of common congenital disorders and developmental defects on our website: www.petinsurance.com or you may call us at 800-USA-PETS to obtain this list.

H. Diagnosis or treatment of any hereditary disorder, defect, or disease or any condition caused by or resulting from a hereditary disorder, defect, or disease. We list the conditions that we regard as hereditary disorders, defects, or disease on our website: www.petinsurance.com or you may call us at 800-USA-PETS to obtain this list.

I. Diagnosis or treatment for: (1) removal or treatment of deciduous (baby) teeth, (2) cosmetic dental restoration including veneers, crowns, caps or other prosthetic devices, (3) temporomandibular joint (TMJ) disease, (4) enamel hypoplasia, (5) gingivitis, or (6) tooth hygiene or appearance.

J. Diagnosis, treatment, or preventive diagnosis or treatment of your pet for any condition caused by or associated with: (1) any insect bite or sting or (2) any internal or external parasite including fleas, heartworms, and roundworms.
K. Elective procedures or cosmetic surgeries.
L. Expression of anal glands, anal sacculitis, or removal of anal glands.
M. Preventive gastropexy, tail docking, dewclaw removal, skin fold resection, or nail trims.
N. Diagnosis or treatment of your pet for any condition resulting from or associated with breeding or pregnancy including caesarean section, dystocia, or termination of pregnancy.
O. Spaying or neutering.
P. Special diets, pet foods, or dietary or nutritional supplements used to treat or manage a condition or to preserve or improve general nutrition or health, even if prescribed by a veterinarian.
Q. Boarding, transportation, grooming, or bathing. Boarding includes medical boarding and bathing includes medicated baths or dips.
R. Routine examinations, preventive treatment—including vaccines, or diagnostics associated with preventive treatment.
S. Diagnosis or treatment for age-related changes to your pet's eyes or ears including nuclear sclerosis, iris atrophy, vitreal degeneration, or loss of sight or hearing.
T. Fees or other expenses not directly related to veterinary services including fees or expenses incurred for: (1) medical waste disposal, (2) medical 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.
U. Diagnosis or treatment that is experimental, investigational, or otherwise not generally accepted in the veterinary medical community.
V. Diagnosis, treatment, training, or therapy for behavioral problems.
W. Diagnosis or treatment of any complication or progression of any condition excluded by this policy.
X. Diagnosis or treatment of your pet's condition that was caused intentionally by you or any other resident of your household.
Y. Diagnosis or treatment of any condition caused directly or indirectly by war, rebellion, insurrection, or any release of nuclear radiation or radioactive contamination, regardless of cause.

6. YOUR DUTIES
   A. You must promptly notify us of your pet's treatment for any covered condition. You must submit complete and legible claim forms to us and include itemized receipts for veterinary services expenses.
   B. You agree to submit your pet to examination by a veterinarian selected by us, upon our request.
   C. You must reasonably protect your pet from aggravation of any condition.
   D. You agree to provide us with all medical records relating to any claim under this policy, upon our request.
   E. Upon payment of benefits, we will be subrogated to your rights of recovery from any other party.

7. OTHER INSURANCE
   A. We will not pay more than the highest amount payable under any one policy if your pet is covered by more than one policy issued by us.
   B. This insurance is excess over any other insurance provided by a policy issued by any other insurance company, whether collectable or not, which covers your pet.

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 mailing 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.
   C. You may cancel your policy at any time by notifying us in writing.
   D. We will refund unearned premiums on a prorated basis if either you or we cancel your policy.
9. ASSIGNMENT OR TRANSFER OF POLICY

A. You may not transfer or assign your 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 form and broaden your coverage without charge, you will receive the broader coverage as soon as we make the revision.

11. REVIEW

You may request a review: (1) if we deny your claim in whole or in part or (2) to ask that we remove an Additional Excluded Condition listed on the Declarations Page or Renewal Certificate of your policy. Your request must be in writing. Upon our reasonable request, you must provide us with all medical records and any other supporting documentation demonstrating that the condition has been cured. We will not consider requests to remove any excluded condition unless the condition has been cured for at least six (6) months before the date of your request. 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 medical condition. You affirm that the policy and any endorsements or riders are the entire and only agreements 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.