PET HEALTHCARE POLICY
ACCIDENT PLUS

Terms and Conditions
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In return for having accepted your application and your premium we will provide insurance as described in this policy, including any forms listed on your declarations page.

Many provisions in this policy limit coverage. Please read the entire policy carefully.

I. DEFINITIONS:

Any word or phrase to which a special meaning has been attached will have the same meaning throughout this policy. For ease of reading, these words or phrases are in bold print:

Accident is a sudden, unpreventable event that causes injury to your pet.

Coinsurance means your share of a covered loss which you are responsible for after meeting the deductible. The policy is issued on a coinsurance basis.

Declarations Page is the page sent to you with specific information about the policy.

Deductible is the portion of a covered loss you pay before we become responsible for benefits under the policy. The amount and frequency of the deductible is shown on the declarations page.

Free Look Period means the period of time allowed a new policyholder to look over the terms and conditions of the policy after delivery, during which the policyholder may cancel the policy with a full premium refund.

Illness means physical disease, sickness, infection, condition or failure which is not caused by injury.

Incident means a specifically identifiable illness, or injury. Recurring, related and/or chronic conditions shall be deemed one incident.

Injury means physical damage or trauma caused by an accident.

Medically Necessary means medical services, supplies or care provided to treat covered pets which are:

a) consistent with symptoms or diagnosis
b) accepted as good veterinary practice standards
c) not for the ease or the request of the pet owner, veterinarian or other providers
d) consistent with proper supply or level of services which can be safely provided to the pet

Medical Waste Fees mean the charges associated with the disposal of medical waste.

Onset means the beginning or first appearance of the signs or symptoms of an illness, or injury.

Pet refers to the animal listed on the declarations page.

Policy means the terms and conditions and most recent declarations page which includes any forms and endorsements that apply.

Policy Period means the time period specified on the declarations page beginning on the effective date and ending on the expiration date. All dates are as of 12:01 AM in the time zone of the policyholder.

Pre-existing Condition means any illness or injury which occurred or existed, whether or not diagnosed, prior to the original effective date of the policy.

Prescription Medications means any medicine that is dispensed only with a written prescription from a veterinarian.

Preventive Care means treatment intended for the prevention of an illness.

Reasonable and Customary Charges means typical fees or the cost that veterinarians charge in your geographic area based on available veterinary fee information and proprietary data.

Sales Tax means the tax charged at the point of purchase for certain goods and services.

Treatment means any examination, consultation, advice, service, diets, tests, x-rays, medication, surgery, nursing and care provided or prescribed by a veterinarian.

Veterinarian means a physician for animals and a provider of veterinary medicine. Veterinarian shall not include you or a member of your immediate family.

Waiting Period means a period of time specified in the policy that must pass before some or all of coverage begins. The waiting period does not apply to your renewal.

We/Us/Our (also Insurer) means the company providing the insurance.

You/Your (also Policyholder) means the person named as the policyholder on the declarations page.
II. COVERAGE LIMITS:

Coverage is provided for injuries occurring to your pet during the policy period. The most we shall pay for one (1) incident shall not exceed the amount shown on the declarations page as per incident maximum. The most we shall pay during the policy period for all covered costs that result from covered injuries shall not exceed the amount shown on the declarations page as policy limit.

III. COVERAGES (WHAT IS COVERED):

We will only provide coverage for the incidents listed below. We will allow for the reasonable and customary charges you incur for medically necessary veterinary fees that result from a covered incident to your listed pet. In the case of ongoing treatment, covered services will be processed subject to the coinsurance and per incident maximums of the policy in effect at onset of incident. An active policy that is annually renewed must be maintained and continuously in force for coverage to be allowed.

1. Foreign Body Ingestion: Treatment for one (1) incident of a foreign body that your pet has ingested by mouth. The foreign body must be removed by surgery or by endoscopy.
2. Motor Vehicle Accident/Hit by Car: Medical treatment if your pet is involved in a motor vehicle accident.
3. Fractures: Treatment for a bone fracture caused by an accident. A fracture is defined as a break in the bone. This does not include teeth.
4. Toxin Ingestion: Treatment for poison ingestion. One or more of the following is required: visual identification of the toxin ingestion, toxin-specific clinical signs, or resolution of symptoms after the toxin-specific treatment.
5. Lacerations and Bite Wounds: Treatment for lacerations and bite wounds caused by an accident.
7. Insect Bites and Snake Bites: Treatment for an insect bite or sting and snake bite. Flea, tick, and mite reactions are not included.
8. Accidental Choking or Drowning: Treatment for choking or drowning due to an accident.
9. Head Trauma: Treatment for head trauma caused by an accident.
10. Euthanasia: Fees incurred for putting your pet to sleep that are advised by a veterinarian as a result of a covered accident.

IV. EXCLUSIONS (WHAT IS NOT COVERED):

1. Veterinary or any other fees or expenses to diagnose or treat an illness regardless of cause.
2. Veterinary or any other fees or expense to diagnose or treat an injury that occurs or shows symptoms during the waiting period. For this policy, the waiting period is the first five (5) days of the policy for injuries. The waiting period does not apply to your renewal.
3. Veterinary or other fees to diagnose or treat any pre-existing injury.
4. Fees or expenses for diagnosis or treatment of an injury or service excluded by the policy.
5. Intentional, negligent or preventable acts by you or a member of your household that result in an injury to your pet.
6. Any items not listed in Section III "What Is Covered".
7. The cost of any elective treatment, including but not limited to:
   a) vaccine titers
   b) cosmetic dentistry
   c) docking of tails
   d) cropping of ears
   e) microchips
   f) removal of dewclaws
   g) removal of eyelashes
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h) declawing
i) tenectomy
8. Fees to diagnose or treat any injury related to:
   a) breeding your pet
   b) your pet being pregnant
   c) treatment in connection with pregnancy or giving birth
10. Fees charged for medical records or to complete a claim form.
11. Traveling expenses incurred either by you or your veterinarian.
12. House calls, confinement, ambulance or boarding charges, unless the veterinarian confirms that they are medically necessary.
13. Sales tax, medical waste, administration, shipping, and postage fees.
14. Prescribed diets, food, vitamins and nutritional supplements.
15. Alternative medicine including:
   a) holistic
   b) herbal
   c) homeopathic
   d) acupuncture
   e) chiropractic care
16. Cruciate ruptures or tears regardless of cause.
17. Treatments for behavioral problems whether or not the direct result of a covered incident.
18. Gingivitis, periodontal disease, root canals, caps and crowns, vital pulpotomies, diseased or abscessed teeth.
19. Any medical care or service that is experimental or investigational.
20. Injuries from the use of your pet for guard security, organized fighting, coursing or track racing.
21. Preventive care and/or routine treatment or diagnostics intended to maintain the good health of your pet.
22. Post mortem and/or necropsy procedures or cremation.
23. Organ and tissue transplants, prosthesis and related services.
24. Injury caused directly or indirectly by: a) enemy attack by armed forces, with or without a state of war, including actions taken in resisting that attack; b) insurrection; c) rebellion; d) revolution; e) invasion; f) civil war; g) illegal acts; h) usurped power; i) nuclear radioactive contamination; j) pandemic conditions.
25. Fees or expenses related to more than one (1) removal or treatment of an ingested foreign body in the policy period.

V. DEDUCTIBLE AND COINSURANCE:

A. Deductible
You are responsible for meeting the deductible before the coinsurance will be applied to covered services. Deductible amounts have to be filed by claim with us. The amount and frequency of the deductible is shown on the declarations page.

B. Coinsurance
The policy is issued on a coinsurance basis, where, in the event of a covered incident, your portion of the cost of the allowable and covered treatments will be the percentage shown on the declarations page as coinsurance after you have met the applicable deductible.
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VI. GENERAL CONDITIONS:
1. Territory: This policy only applies to losses that occur and are treated within the United States, its territories and possessions, and Canada. No coverage exists for an incident or treatment that occurs outside of the above territories.

2. Other Insurance: If a claim arises under this policy and there is any other insurance providing coverage to your pet, this policy is excess insurance. This policy will only respond to any claim costs once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by the other insurance, always subject to the terms and conditions of this policy.

3. The policyholder must show reasonable care to protect the pet from harm and carry out the veterinarian’s advice. There is no coverage provided for any condition in the event that the recommendations of the veterinarian have not been carried out.

4. Ownership: You are the owner of your pet.

5. Transferability: Coverage for your pet will cease if ownership is changed by agreement or law.

6. Conformity to State Statutes: If any policy wording conflicts with the laws of the state in which this policy is issued, the wording will be changed to meet the laws of that state.

7. Unpaid Premiums: Upon the payment of a claim under this policy, any premium owed that is due and unpaid may be deducted from the claim payment.

8. Coverage for ongoing conditions is allowed up to the policy limit and per incident maximum only if there is an active policy annually renewed and continuously maintained in force. Claims for treatment or services incurred or rendered subsequent to the termination of this policy are not covered even if the claim is for the medical conditions that commenced prior to the termination of the policy. Continuing coverage for a covered claim from a preceding policy is subject to the terms of this policy.

9. By accepting the terms of this insurance as evidenced by the payment of premiums, it is agreed that this policy, and endorsements and any notices may be delivered to you by electronic mail via the internet at the company’s option.

VII. CANCELLATION AND NONRENEWAL:
A. Cancellation and Nonrenewal
   1. You may cancel this policy at any time by mailing or delivering to us advance written notice of cancellation or your intent to not renew.
   2. We may cancel this policy by mailing or delivering to you written notice of cancellation at least:
      a) Twenty (20) days before the effective date of cancellation if we cancel for nonpayment of premium
      b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason
   3. We will mail or deliver our notice to your last mailing address known to us.
   4. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
   5. If this policy is cancelled, we will send you any premium refund due. The cancellation will be effective even if we have not made or offered a refund.
   6. We may elect to nonrenew this policy on the expiration date shown on the declarations page. We may do so by mailing to you written notice at least sixty (60) days prior to the expiration date of your policy.
   7. If notice is mailed, proof of mailing will be sufficient proof of notice.
   8. Return of Premium: If we cancel the policy, for any reason, we will refund you a portion of the premium paid in accordance on a pro-rata basis. If you cancel the policy, for any reason other than as provided for in Section VII. B, free look period, we will refund you a portion of the premium paid on a pro-rata minus ten percent (10%) basis for the premium portion of your bill.
   9. We will automatically renew your policy at expiration, unless you are otherwise notified of a nonrenewal. We may change the premium, coinsurance amounts, deductibles and policy terms and conditions at renewal. You will be notified of all changes in writing.
   10. Misrepresentation and Fraud: This policy may be voided:
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a) If you have concealed or misrepresented any material fact or circumstance concerning this insurance or the pet covered.

b) In case of fraud or attempted fraud by you concerning any matter relating to this insurance or the pet covered.

B. ‘Free Look’ Period:

When you receive the initial policy if you are not satisfied with the policy, return it to us within thirty (30) days of the initial coverage effective date. We will then cancel your policy and refund your premium in full, as long as you have not filed a claim. The free look period is not available on renewals.

VIII. CHANGING YOUR LEVEL OF COVERAGE:

You may apply for a downgrade of your pet’s coverage at any time during the policy period. This request must be made in writing. The request will become effective the day after the request is received by us. If you choose to downgrade your level of coverage, then any injury or illness first diagnosed or treated before the change was made will be subject to the incident maximum in place at the time the condition was first diagnosed or treated.

You may apply for an upgrade of your coverage once per policy period. This request must be made in writing and will become effective the day after the request is received. If you choose to upgrade your level of coverage, then any illness or injury first diagnosed or treated before the change was made will be subject to the incident maximum in place at the time the condition was first diagnosed or treated.

For ongoing treatment the replacement policy must have equal or greater incident maximums for coverage to apply. In the case of ongoing treatment where the replacement policy has a lower incident maximum the policy with the lower incident maximum will apply.

A new declarations page indicating your new level of coverage will be issued on approval. New deductible, effective dates and coinsurance amounts may apply when coverage is changed.

IX. CLAIMS CONDITIONS:

1. In the event you incur a loss you must do the following things:
   - Notify us by filing a completed claim form with us as soon as practicable and not later than one hundred eighty (180) days after the first date of treatment. Claims filed one hundred eighty one (181) days after the first date of treatment will be denied.
   - Provide to us invoices from your treating veterinarian listing the services performed, products provided and the itemized charges for treatment, including packages and/or discounts.
   - Provide to us the name, address and signature of the treating veterinarian on the claim form.
   - Provide to us a payment receipt when submitting a handwritten invoice. If payment receipt is not provided the invoice will be verified with your veterinarian prior to claim processing.

2. We have the right to ask for information from a veterinarian or from you to investigate any claim.

3. We, at our expense, have the right to have any covered pet examined by a veterinarian of our choice as often as reasonably necessary while a claim is pending.

4. Claims under investigation are pended as ineligible for payment until the investigation is complete.

5. Subrogation: If, following a claim, you have rights to recover all or part of any payment we have made under this policy those rights are transferred to us.

6. Right of Recovery: Payments made by us which exceed the amounts owed (after allowance for deductible and coinsurance clauses, if any) shall be recoverable by us from you or among any persons, firms, or corporations to or for whom such payments were made. Such excess amounts paid to you may be deducted from future claims.

7. Fraudulent Claims: If you or anyone acting on your behalf submits a fraudulent claim, all pending and future benefits under the policy will be lost with respect to your policy.

8. Action Against Us: No action can be taken against us unless you have complied with all of the terms and conditions of this policy and ninety one (91) days after proof of loss is filed and the amount of loss is
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determined as provided in this policy. You will have thirty six (36) months from the date of loss to take legal action against us with respect to recovery of a claim under this policy.

9. Cooperation Clause: You must cooperate with us in the investigation or settlement of any claim.
10. Any injury where a final diagnosis has not been made will be pended as ineligible until we receive written documentation from your veterinarian with the definitive diagnosis.

The Company has caused this policy to be executed, and attested and countersigned by an authorized representative of the Company.

______________________________                  ______________________________
Secretary,  
Louis Chames              CEO,  
Darryl Rawlings