PET HEALTHCARE POLICY
ACCIDENT PLUS

Terms and Conditions

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PET HEALTHCARE POLICY
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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**.

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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**.
6. **Burns**: **Treatment** for a burn 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, neglectful 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
9. Grooming and nail clipping.
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

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