

# **PET HEALTHCARE POLICY ESSENTIAL PLUS**

**Terms and Conditions**

# PET HEALTHCARE POLICY ESSENTIAL PLUS

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.

**Congenital Condition** means an **illness**, disease or condition that was present at or dated from the birth of **your pet**.

**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**.

**Inherited** means an **illness** whose presence is determined by genetic factors.

**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 **illnesses** and **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 **illnesses** or **injuries** shall not exceed the amount shown on the **declarations page** as **policy** limit.

## III. COVERAGES (WHAT IS COVERED):

**We** will provide coverage as described in this **policy**, subject to the conditions and exclusions contained herein. **We** will allow for the **reasonable and customary charges you** incur for 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. Veterinary **treatment**:

**Medically necessary** procedures required to treat a current covered **illness** or **injury**.

2. **Prescription medications**:

**Medically necessary prescription medications** to treat a current covered **illness** or **injury**.

3. Diagnostic procedures:

**Medically necessary** x-rays, laboratory tests and procedures needed to diagnose a current covered **illness** or **injury** showing symptoms.

4. Surgical **treatment**:

**Medically necessary** surgery for a current covered **illness** or **injury**.

5. Dental services:

**Medically necessary** care for broken permanent teeth.

6. Hospitalization/Confinement:

**Medically necessary** confinement of **your pet** at a **veterinarian's** premises or hospital while **your pet** is treated for a current covered **illness** or **injury**.

7. Euthanasia:

Fees incurred for putting **your pet** to sleep that are advised by a **veterinarian** as a result of a covered **illness**, **injury** or procedure.

## IV. EXCLUSIONS (WHAT IS NOT COVERED):

1. Veterinary or any other fees or expenses to diagnose or treat an **illness** or **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** and thirty (30) days for **illnesses**. The **waiting period** does not apply to **your** renewal.
2. Veterinary or other fees to diagnose or treat any **pre-existing illness** or **injury**.
3. Fees or expenses for the diagnosis or **treatment** of an **illness**, **injury** or service excluded by the **policy**.
4. Intentional, neglectful or preventable acts by **you** or a member of **your** household that result in an **illness** or **injury** to **your pet**.
5. 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
  - h) declawing
  - i) tenectomy

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6. Fees to diagnose or treat any **illness** or **injury** related to:
  - a) breeding **your pet**
  - b) **your pet** being pregnant
  - c) **treatment** in connection with pregnancy or giving birth
7. Grooming and nail clipping
8. Conditions excluded:
  - a) **Congenital** and **inherited** conditions
  - b) aberrant cilia
  - c) dermoid
  - d) distichiasis
  - e) entropion/ectropion
  - f) Chronic Degenerative Radiculomyelopathy (CDRM)
  - g) deciduous teeth
  - h) diabetes
  - i) elbow dysplasia, Fragmented Coronoid Process (FCP), United Aconeal Process (UAP)
  - j) hip dysplasia
  - k) obesity (not due to an underlying medical condition)
  - l) Osteochondritis Dissecans (OCD) (including but not limited to the hock, elbow, carpus and shoulder)
  - m) osteoarthritis
  - n) brachycephalic syndrome
  - o) spondylosis
  - p) Von Willebrand's disease
  - q) luxating patella
  - r) umbilical hernia
9. House calls, confinement, ambulance or boarding charges, unless the **veterinarian** confirms that they are **medically necessary**.
10. Prescribed diets, food, vitamins and nutritional supplements.
11. Alternative medicine including:
  - a) holistic
  - b) herbal
  - c) homeopathic
  - d) acupuncture
  - e) chiropractic care
12. Fees charged for medical records or to complete a claim form.
13. **Sales tax, medical waste**, administration, shipping, and postage fees.
14. Traveling expenses incurred either by **you** or **your veterinarian**.
15. **Treatments** for behavioral problems whether or not the direct result of a covered **incident**.
16. Gingivitis, periodontal disease, root canals, caps and crowns, vital pulpotomies, diseased or abscessed teeth.
17. Any medical care or service that is experimental or investigational.
18. **Injuries** from the use of **your pet** for guard security, organized fighting, coursing or track racing.
19. Coverage for more than one diagnosis, **treatment**, medical management or surgical correction of cruciate ligament damage or rupture for the life of the **pet**. If the covered **pet** has had a cruciate tear in the twelve

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(12) months prior to **policy** coverage there will be a twelve (12) month **waiting period** from the date your **policy** was effective before coverage is eligible.

20. Post mortem and/or necropsy procedures or cremation.
21. **Preventive care** and/or routine **treatment** or diagnostics intended to maintain the good health of **your pet**.
22. Organ and tissue transplants, prosthesis and related services.
23. Services to spay or neuter **your pet**.
24. **Injury** or **illness** 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 two (2) removals or **treatment** of an ingested foreign body for pets twelve (12) months of age and younger in the first annual **policy period** and thereafter one (1) per **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**.

## 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. **Your pet** must receive an annual physical exam, as well as all prescribed vaccines, heartworm, flea and tick prevention advised by **your veterinarian**. There is no coverage provided for these conditions in the event that the recommendations have not been carried out; including any **illness** or **injury** that may occur from not spaying or neutering **your pet** as advised by **your veterinarian**. The **policyholder** must follow and carry out the **veterinarian's** advice. The **policyholder** must also show reasonable care to protect the pet from harm.
4. Ownership: **You** are the owner of **your pet**.
5. Transferability: Coverage for **your pet** will cease if ownership 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**.

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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 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:
  - 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.

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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.

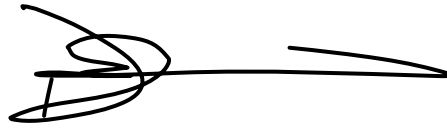
## IX. CLAIMS CONDITIONS:

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 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 **illness** or **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, attested and countersigned by an authorized representative of the Company.



Secretary,  
Louis Chames



CEO,  
Darryl Rawlings