

PET HEALTHCARE POLICY ACCIDENT PLUS

Terms and Conditions

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In return for having accepted **your** application for coverage and **your** premium **we** will provide insurance as described in this **policy**, including any endorsements referred to in **your declarations page**.

Various provisions in this **policy** restrict coverage. Please read the entire **policy** carefully to determine rights, duties and what is and is not covered.

I. DEFINITIONS:

Any word or expression to which a specific meaning has been attached will have the same meaning throughout this **policy**. For ease of reading the definitions are highlighted by the use of bold print.

Accident means a sudden, unexpected and unintended event which is identifiable and caused solely by an external physical force resulting in **injury to your pet**.

Coinsurance means **your** share of the claim 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** as the **policy holder** with specific information about the **policy** such as but not limited to: effective date, expiration date and the amount of **deductible** and **coinsurance**.

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**.

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

Injury means physical damage or trauma caused by an **accident**.

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

Medically Necessary means medical services, supplies or **treatments** provided by a **veterinarian** to treat covered **pets** which are: a) consistent with symptoms or diagnosis; b) appropriate and accepted according to good veterinary practice standards; c) not primarily for the convenience of the **pet** owner, **veterinarian** or other providers; and d) consistent with the most appropriate supply or level of services which can be safely be provided to the **pet**.

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

Pet refers to the animal listed on the **declarations page**.

Policy means the terms and conditions and most recent **declarations page** which includes any 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 effective and expiration dates are as of 12:01 AM in the time zone of the **policy holder**.

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

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

Preventive Care means **treatment** intended for the prevention of an **illness** or condition as opposed to **treatment** of a specifically identifiable **accident, injury, illness** or condition which occurs during the **policy period**.

Reasonable and Customary Charges mean the typical fees charged by veterinarians for a particular **treatment, service or product** in the general geographic area where **your pet** received **treatment**.

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 (prescribed or not prescribed), surgery, nursing and care provided or prescribed by a licensed **veterinarian**.

Veterinarian means a physician for animals and a practitioner of veterinary medicine. **Veterinarian** shall not include **you** or a member of the **pet** owner's immediate family.

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

You/Your (also **Policy Holder**) refers to the individual named as the **policy holder** on the **declarations page**.

PET HEALTHCARE POLICY ACCIDENT PLUS

II. COVERAGE LIMITS:

Coverage is provided for **accidents** occurring to **your pet** during the **policy period**. The most **we** shall pay for an **injury** 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 a covered **injury** shall not exceed the amount shown on the **declarations page** as **policy** limit.

III. COVERAGES (WHAT IS COVERED):

Unless excluded elsewhere in this **policy**, **we** will allow for the **reasonable and customary charges you** incur for veterinary fees that result from a covered **injury** to **your** listed **pet**. All claims will be processed subject to the terms, conditions, **deductibles**, **coinsurance**, and per-incident maximums in effect at **onset** of the **incident**.

1. **Foreign Body Ingestion:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** to remove a foreign body that the insured's **pet** has ingested to the maximum benefits of the **policy**. The foreign body must be removed by surgery or by endoscopy.
2. **Motor Vehicle Accident/Hit By Car:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** should **your pet** be involved in any form of a motor vehicle **accident** and requires medical **treatment**.
3. **Fractures:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for a bone fracture caused by an **accident**. This excludes fractures that occur due to a motor vehicle **accident**. A fracture is defined as a break in the bone. This does not include teeth. This claim will only be payable once a final diagnosis has been determined.
4. **Poison Ingestion:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for poison ingestion. Visual identification of the toxin ingestion, toxin-specific clinical signs or resolution, only after the toxin-specific **treatment** is needed.
5. **Lacerations and Bite Wounds:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for lacerations and bite wounds caused by an **accident**. This does not include lacerations due to a motor vehicle **accident**.
6. **Burns:** The **Insurer** will pay the Insured for the allowable cost of the needed **treatment** for a burn caused by an **accident**. This does not include any burns caused by a motor vehicle **accident**.
7. **Allergic Reactions to Insect Bites and Snake Bites:** The **Insurer** will pay for the allowable cost of the needed **treatment** for an allergic reaction to an insect bite, sting and snake bite; does not include flea, tick or mite reactions.
8. **Accidental Choking or Drowning:** The **Insurer** will pay for the allowable cost of the needed **treatment** for choking or drowning due to an **accident**.
9. **Head Trauma:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for head trauma caused by an **accident**. Visual identification must take place of the **injury**. This does not include head trauma due to a motor vehicle **accident**.

IV. EXCLUSIONS (WHAT IS NOT COVERED):

1. Veterinary or any other fees to diagnose or treat an **illness** regardless of cause.
2. Veterinary or any other fees to diagnose or treat any **pre-existing illness, injury** or condition which existed prior to the **policy period**.
3. Intentional, neglectful or preventable acts by **you** or a member of **your** household that result in **illness** or **injury to your pet**.
4. The cost of any elective **treatment**, including but not limited to; vaccine titers, cosmetic dentistry, docking of tails, cropping of ears, microchips, removal of dewclaws, removal of eyelashes, declawing, or tenectomy that **you** choose to carry out that is not directly related to a current covered **injury**.
5. Whelping or any **treatment** in connection with pregnancy, giving birth or nursing.
6. Grooming and nail clipping expenses and any incidents arising as a result of these procedures.

PET HEALTHCARE POLICY ACCIDENT PLUS

7. Veterinary administration fees, any charged by a **veterinarian** to complete a claim form, for medical records, charges for **sales tax, medical waste fees**; traveling expenses incurred by either **you** or the **veterinarian**; house calls, hospitalization, ambulance charges, unless the **veterinarian** confirms that they are **medically necessary**.
8. Prescribed diets including weight loss, food, vitamins and nutritional supplements.
9. Alternative medicine including holistic, herbal, homeopathic, acupuncture or chiropractic **treatment**.
10. Cruciate ruptures or tears regardless of cause.
11. **Treatment** associated with behavioral problems whether or not the direct result of a covered **incident**.
12. Dental **treatment**, including **treatment** of teeth or gums, except as specifically provided. Gingivitis, periodontal disease, root canals, caps, crowns, diseased or abscessed teeth are not covered services.
13. Any medical procedure or service that is characterized as experimental or investigational.
14. **Injury** resulting from the use of **your pet** for guard security, organized fighting, coursing or track racing.
15. Any items not listed under the "What is covered" section or any items related to a specific exclusion.
16. **Preventive Care** and/or routine **treatment** intended to maintain the good health of **your pet**.
17. Euthanasia except in the case of humane destruction to alleviate incurable and inhumane suffering for a covered **injury**.
18. Organ and tissue transplants, prosthesis and related services are not covered.

V. DEDUCTIBLE AND COINSURANCE:

A. Deductible

You are responsible for meeting the **deductible** (amount shown on the **declarations page**) 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** contribution towards the cost of the allowable and covered **treatments** provided by a **veterinarian** 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 insurance and there is any other insurance providing coverage to the **policy holder's pet**, this **policy** shall be deemed to be excess insurance. This **policy** will only respond to any claim costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, always subject to the terms and conditions of this **policy**.
3. Ownership: It is represented that **you** are the owner of **your pet**.
4. Transferability: Coverage for **your pet** will cease if ownership is transferred by agreement or law.
5. Conformity to State Statutes: If any **policy** provisions contained herein conflict with the statutes of the state in which this **policy** is issued, the provisions shall be considered amended to conform to the requirements of that State.

PET HEALTHCARE POLICY ACCIDENT PLUS

VII. CANCELLATION AND NONRENEWAL:

A. Cancellation and Nonrenewal

1. The **policy holder** shown on the **declarations page** may cancel this **policy** by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this **policy** by mailing or delivering to the **policy holder** written notice of cancellation at least:
 - a) 20 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - b) 60 days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver our notice to the **policy holder's** last mailing address known to **us**.
4. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
5. If this **policy** is cancelled, **we** will send the **policy holder** any premium refund due. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. 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 not stated in Section B, Free Look Period, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.
8. Misrepresentation and Fraud: This **policy** may be voided if **you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the animal covered; or in case of fraud or attempted fraud by **you** concerning any matter relating to this insurance or the animal covered.

B. 'Free Look' Period:

When **you** receive the **policy** documents, if **you** are not satisfied with the **policy**, return it to **us** within 30 days of the coverage effective date. **We** will then cancel **your** insurance and refund **your** premium in full, as long as **you** have not submitted a claim. If **you** cancel the **policy** after submitting a claim, or 30 days from the inception date, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.

VIII. CLAIMS CONDITIONS:

1. In the event **you** incur a loss **you** agree to the following:
 - Notify **us** by filing a completed claim form with **us** as soon as practicable and not later than 180 days after the first date of **treatment**. Claims filed 181 days after the first date of **treatment** will be denied.
 - Provide to **us** invoices from **your** treating veterinarian itemizing 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.
 - **We** have the right to request further information either directly from a **veterinarian** or from **you** to investigate any claim.
 - **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. Claims under investigation are pended as ineligible for payment until the investigation is complete.
2. 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**.
3. Right of Recovery: Payments made by **us** which exceed the amounts owed (after allowance for **deductible** and **coinsurance** clauses, if any) and payable hereunder, shall be recoverable by **us** from or among any persons, firms, or corporations to or for whom such payments were made.
4. Fraudulent claims: If **you** or anyone acting on **your** behalf submits a fraudulent claim, all pending and future benefits under the **policy** will be forfeited with respect to **your policy**.
5. 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 until ninety-one (91) days after proof of loss is filed and the amount of loss is

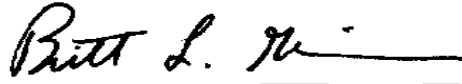
PET HEALTHCARE POLICY ACCIDENT PLUS

determined as provided in this **policy**. **You** will have 36 months from the date of loss to take legal action against **us** with respect to recovery of a claim under this **policy**.

6. Cooperation Clause: **You** must cooperate with **us** in the investigation or settlement of any claim.

In Witness Whereof, the company has caused this **policy** to be executed and attested and countersigned by a duly authorized representative of the company.


Secretary, Linda Rotz


President, Britt Glisson

of the Company identified in the Declarations

SAMPLE