# Index of Policy Provisions

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**ULTIMATE Pet Health Insurance Policy Terms and Conditions**

Markel American Insurance Company  
Glen Allen, Virginia  
Administered Prudent Pet Insurance Agency LLC (NPN #18778951),  
Downers Grove, Illinois  
For questions concerning this policy, call 888-820-7739
A. Definitions Used Throughout This Policy

Some words or phrases in the policy have been defined below. Defined words or phrases are printed in bold type and have the following meanings, unless a different meaning is described in a particular coverage or endorsement.

You, Your
The Named Insured as shown on the Declarations Page.

We, Us, Our
The company providing this insurance, or the company’s designated representative.

Your Pet
Any dog or cat named and described on the Declarations Page and for which a premium has been paid.

Accident
A sudden event causing injury to your pet, when such injury is neither expected nor intended by you.

Actual Cost(s)
The standard fees/costs a veterinarian would charge, regardless of whether that customer has insurance coverage.

Behavioral Disorder(s)
Any change in your pet’s temperament, activity or inactivity that is abnormal, dysfunctional or unusual for which there is no underlying medical condition(s). Behavioral disorder(s) include, but are not limited to, aggression, separation anxiety or phobias.

Clinical Sign(s)
Changes in your pet’s normal healthy state, its bodily functions or behavior (as observed by any individual, or recorded in your pet’s medical record).

Co-pay(s)
The percentage of your claim for which you are liable before any applicable deductible is applied.

Congenital Defects Or Abnormalities
Any condition(s) or disorder(s) present at and existing from the birth of your pet.

Deductible(s)
The fixed amount per policy period that will be deducted from any benefit payment made to you, after any co-pay amount has been deducted, for which you are liable prior to receiving any claims settlement.

Illness(es)
Any change to the normal healthy state of your pet, a sickness, disease or medical condition (except behavioral disorders) not caused by an accident.

Injury(ies)
Physical harm or damage arising from normal activity or an accident.

Loss
An eligible coverage or benefit occurring during the policy period, subject to all the terms, conditions, exclusions and limitations as stated herein and as shown on the Declarations Page.

Maximum Annual Benefit
The most we pay during the policy period for each policy coverage as shown on the Declarations Page.

Medical Condition(s)
All clinical sign(s) and symptoms resulting from the same diagnostic classification or disease process, regardless of the number of incidents or areas of the body affected.

Medically Necessary
Any treatment which is directly and materially related to a covered illness or injury, as certified by the treating vet.

Policy Period(s)
The one (1) year period from the effective date of this policy as set forth on the Declarations Page.

Pre-existing Condition(s)
A medical condition which first occurred or showed clinical sign(s) before the effective date of this policy or which occurred or showed clinical sign(s) during the policy waiting period (See Section H.2.). If you cannot provide medical records showing your pet’s annual health exam by a vet occurring within the twelve (12) months prior to the effective date of this policy, the first documented veterinary examination after the effective date of the policy will be used as the basis for determining any pre-existing condition(s).

Preventive
Any treatment, service or procedure, including but not limited to physical examinations, medications, surgeries, inoculations or laboratory procedures, for the purpose of prevention of illness or injury or for the promotion of general health, where there has been no illness or injury.

Treatment(s)
Any veterinary care administered and medications requiring a prescription that are prescribed by a vet, or under a vet’s direct supervision, in treating your pet’s illness or injury.

Vet, Veterinarian
Any properly licensed veterinarian or specialist veterinarian within the U.S., Puerto Rico or Canada from whom your pet has received treatment.
B. INSURING AGREEMENT

Upon your payment of the premium when due, and in reliance of the statements you made in the application, we will provide coverage as specifically described in this policy for your pet as shown on the Declarations Page.

We will pay you or the treating vet, as designated by you, for actual cost(s) incurred by you for the treatment of your pet during the policy period, for a covered illness or injury. Except if stated to the contrary, all benefits are subject to the co-pay and deductible as shown on the Declarations Page.

C. INSURED COVERAGE AND BENEFITS

1. VETERINARY FEES

We will pay, up to the maximum annual benefit for this coverage part as shown on the Declarations Page, for the actual cost(s) of any medically necessary treatment your pet receives during the policy period for a covered illness or injury. This coverage part is subject to the co-pay and deductible as shown on the Declarations Page.

The most we will pay for a vet to diagnose and administer treatment of behavioral disorders is $1000 annually.

You must, if your pet suffers an illness or injury that may be covered by this coverage part:

a. Visit a veterinary clinic within forty-eight (48) hours after first noticing clinical sign(s) relating to an illness or injury;

b. Complete and send to us a claim form describing the illness or injury as soon as practicable but no later than ninety (90) days after end of the policy period. This form must list the following information:

i. Your name;

ii. The description of your pet;

iii. Your policy number; and

iv. Description of claimed illness or injury.

c. Provide us with copies of invoices from the treating veterinary facility showing:

i. The treatments administered;

ii. The fees charged; and

iii. Proof of payment (i.e. receipt and/or invoice showing zero balance due);

d. Provide us with copies of invoices and proof of payment for prescribed medications; and

e. Otherwise cooperate with us in the investigation of any claim which may include providing a complete medical history for your pet. Failure to comply with these conditions may result in a claim not being covered.

2. ADVERTISING AND REWARD

We will pay, up to the maximum annual benefit for this coverage part as specified on the Declarations Page, for the cost of advertising or offering a reward if your pet is stolen or strays during the policy period.

There is no co-pay or deductible applied to this coverage.

You must, as soon as you discover your pet is missing:

a. Notify the police and ask for a reference or case number and written confirmation of your report;

b. Notify the five (5) veterinary clinics or animal shelters closest to the area where your pet was last seen; and

c. Complete and send us a completed claim form along with all receipts for advertising and reward.

EXCLUSIONS APPLYING TO ADVERTISING AND REWARD

We will not pay any benefits for any reward:

a. Not supported by a signed receipt giving the full name and address of the person who found your pet;

b. Paid to any person living with you, related to you, employed by you or a person who is well-known to you or to your pet; or

c. Resulting from your neglect or deliberate concealment of your pet.

3. BOARDING KENNEL AND CATTERIES FEES

We will pay, up to the maximum annual benefit for this coverage part as shown on the Declarations Page, for the actual cost(s) of boarding your pet at a licensed kennel or cattery during the policy period while you are in a hospital as a result of your own sickness, disease, or bodily injury.

There is no co-pay or deductible applied to this coverage.

You must, as soon as practicable but no later than ninety (90) days after the end of the policy period:

a. Submit certification of hospitalization from your doctor; and

b. Submit the original invoice from the kennel or cattery including proof of payment.

EXCLUSIONS APPLYING TO BOARDING KENNEL AND CATTERIES FEES

We will not pay any benefits if you are:

a. Admitted to a hospital:

i. For less than ninety-six (96) hours;

ii. Because of an injury, sickness or disease which first occurred or manifested itself before your pet was covered under this policy; or

iii. For the treatment of alcohol abuse, drug abuse, suicide attempt or self-inflicted injuries;

b. Treated in a care setting other than a hospital;

c. Giving birth under circumstances other than as a result of a medical emergency; or

d. Receiving any treatment that is not related to an injury, sickness or disease.
4. LOSS DUE TO THEFT OR STRAYING

We will pay, up to the maximum annual benefit for this coverage part as shown on the Declarations Page, the price you paid for your pet, if your pet is stolen or goes missing during the policy period and is not found within thirty (30) days. If you did not pay for your pet or have no formal proof of how much you paid in the form of an original receipt, we will pay you the lesser of the current local humane society adoption fee for the species of your pet, or $150.

There is no co-pay or deductible applied to this coverage.

You must, as soon as you discover your pet is missing:

a. Notify the police and ask for a reference or case number and written confirmation of your report;

b. Notify the five (5) veterinary clinics or animal shelters closest to the area where your pet was last seen; and

c. Complete and send us a completed claim form. This must include the original receipt or other documentation we agree is acceptable for the price you paid for your pet.

You must, if your pet is found or returns to you, repay the full amount we have paid you under this coverage part.

EXCLUSIONS APPLYING TO LOSS DUE TO THEFT OR STRAYING

We will not pay any benefits if you, or the person looking after your pet, freely parts with your pet even if tricked into doing so.

5. MORTALITY BENEFIT

We will pay, up to the maximum annual benefit for this coverage part as shown on the Declarations Page, the price you paid for your pet. If your pet dies or has to be euthanized by a vet during the policy period as a result of covered illness or injury:

a. Up to $250 for cremation and burial expenses; and

b. The price you paid for your pet. If you did not pay for your pet or have no formal proof of how much you paid in the form of an original receipt, we will pay you the lesser of the current local humane society adoption fee for the species of your pet, or $150.

There is no co-pay or deductible applied to this coverage.

You must, as soon as practicable but no later than ninety (90) days after the end of the policy period, provide us with:

a. Copies of invoices from the cremation and/or burial facility showing:
   i. The fees charged; and
   ii. Proof of payment (i.e. receipt and/or invoice showing zero balance due); and

b. The original receipt or other documentation we agree is acceptable for the price you paid for your pet.

EXCLUSIONS APPLYING TO THE MORTALITY BENEFIT

We will not pay any amounts under this Mortality Benefit:

a. If a vet is not able to verify the death or sign the death claim form;

b. To have your pet examined or tested post-mortem;

c. If your pet was euthanized:
   i. At your request and not at the suggestion of a vet; or
   ii. Because of behavioral disorder(s), including aggression; or

d. If your pet dies as a result of illness for any:
   i. Dog age eight (8) years or older; or
   ii. Cat age ten (10) years or older.

6. VACATION CANCELLATION

We will pay, up to the maximum annual benefit for this coverage part as shown on the Declarations Page, for any travel and accommodation costs you cannot recover as a result of having to delay, cancel or interrupt a vacation because your pet requires immediate lifesaving treatment:

a. While you are away; or

b. Up to seven (7) days before you leave.

There is no co-pay or deductible applied to this coverage.

You must, as soon as practicable but no later than ninety (90) days after the end of the policy period, send to us:

a. Proof of payment for the travel and accommodation costs; and

b. Certification from the treating vet that immediate life-saving treatment was needed.

EXCLUSIONS APPLYING TO VACATION CANCELLATION

We will not pay any benefits for:

a. Any costs relating to a vacation you booked less than twenty-eight (28) days before you were due to leave; or

b. Any cost of cancellation insurance.

D. CO-PAY AND DEDUCTIBLES

For any illness or injury that is treated during the policy period, you will pay the co-pay and deductible as stated on the Declarations Page.

The co-pay percentage will be deducted from the total of all costs for a covered illness or injury. Once the co-pay has been applied, the deductible will be applied to the remaining amount.

When the treatment dates of an illness or injury fall into two or more policy periods, you will be required to pay a deductible for each policy period.
As an example, if you have a covered claim of $1,000 to which a ten percent (10%) co-pay and $50 deductible apply, first the ten percent (10%) co-pay is applied and $100 is deducted from the covered amount. Then the $50 deductible is applied and taken off the covered amount. This means that out of the original $1,000, we will reimburse you a total amount of $850.

Once you have met the deductible for the policy period, covered claims will be paid less the co-pay.

As an example of a claim where you have already met your annual deductible: if you have a covered claim of $1,000, the ten percent (10%) co-pay is deducted from the covered amount. This means that out of the original $1,000, we will reimburse you a total amount of $900.

No co-pay or deductible will apply if your pet requires immediate, life-saving treatment.

E. LIMITS OF INSURANCE
Regardless of the number of claims made or covered illnesses or injuries that occur during the policy period, our total limit of insurance for each policy period for all covered costs shall not exceed the amount shown on the Declarations Page as the maximum annual benefit for each coverage part.

F. WHAT WE DO NOT COVER
1. Costs or fees for any loss if you have not complied with all conditions related to coverage set forth in this policy;
2. Costs or fees for any loss if your pet is less than six (6) weeks old;
3. Costs or fees for food, including food prescribed by a vet, to treat or prevent illness unless the food is used to dissolve existing bladder stones and crystals in urine. In such circumstances we will only pay for the food for a period of up to six (6) months of treatment. After six (6) months of treatment, we reserve the right to request a urine sample from your pet to determine whether continued treatment is necessary;
4. Costs or fees for bathing your pet unless a vet certifies that bathing was medically necessary and that only a vet or a member of veterinary staff should bathe your pet;
5. Costs or fees for telephone consultations, except if provided for an immediate life-saving emergency consultation;
6. Except as provided under the Boarding Kennel and Cattery Fees Benefit, costs or fees for:
   a. The boarding of your pet at a veterinary facility; or
   b. Having a certified pet sitter look after your pet; unless such boarding or supervision is medically necessary;
7. Costs or fees for any form of housing, including cages – rented or bought;
8. Costs or fees for the rental of a pool or hydro-therapy equipment of any type;
9. Costs or fees arising from any non-veterinary services, including but not limited to:
   a. Federal, state or local taxes;
   b. Waste disposal;
   c. Government fees and surcharges;
   d. Photocopying fees;
   e. Bank fees and credit card charges;
   f. Biohazardous waste fees;
   g. OSHA fees; and
   h. Maintenance fees;
10. Costs or fees for:
    a. Obedience or training classes, including puppy classes;
    b. Training, correctional devices, or preventive products; or
    c. The treatment of coprophagia or other eating disorders;
11. Costs or fees for grooming or grooming supplies;
12. Costs or fees for time and travel expenses to a vet’s premises or hospital;
13. Costs or fees for treatment for house calls, unless a vet certifies them essential in an emergency; or
14. Extra costs or fees for treating your pet outside of usual surgery hours, unless the treating vet certifies that an immediate life-saving consultation is needed.

G. EXCLUSIONS
This policy does not cover:
1. Costs or fees for treatment of pre-existing conditions as described below:
   a. For any illness that first showed clinical sign(s) before the effective date of this policy or during the first fourteen (14) days beginning on the effective date of this policy;
   b. For any illness that is the same as, or has the same diagnosis or clinical sign(s) as any illness your pet had before the effective date of this policy or during the first fourteen (14) days beginning on the effective date of this policy; or
   c. For any illness that is caused by, relates to or results from any illness or clinical sign(s) your pet had before the effective date of this policy or during the first fourteen (14) days beginning on the effective date of this policy, no matter where the illness or clinical sign(s) are noticed or occur on your pet’s body; except for ongoing medical conditions that were diagnosed after the effective date of the first policy period where continuous coverage with a pet insurance policy administered by Prudent Pet Insurance Agency LLC, was maintained thereafter;
2. Costs or fees for any injury that happened before the effective date of this policy or occurred during the first five (5) days beginning on the effective date of this policy;

3. Costs or fees for any injury that is the same as, or has the same diagnosis or clinical sign(s) as any injury that occurred to your pet before the effective date of this policy or during the first five (5) days beginning on the effective date of this policy;

4. Costs or fees for congenital defects or abnormalities where clinical sign(s) were apparent prior to the effective date of the policy or that became apparent during the first fourteen (14) days beginning on the effective date of this policy;

5. Costs or fees for the treatment associated with damage or rupture of cruciate ligaments, luxation of the patellas or other soft tissue disorders of the knee where clinical sign(s) occur during the first six (6) months that the policy is in effect; provided, however, that this exclusion does not apply if your pet is examined by a vet within the first thirty (30) days of the policy and the medical record specifically notes your pet does not have any pre-existing conditions relating to its knees;

6. Costs or fees for the treatment associated with damage or rupture of cruciate ligaments, luxation of the patellas or other soft tissue disorders of the other knee if:
   a. Your pet has received treatment for a cruciate or soft tissue injury to its first knee prior to the inception date of the policy or during the first six (6) months of the policy;
   b. No certification of knee health has been provided as described in Section G.5.; and
   c. The treatment occurs within a period of twelve (12) months from the date of last treatment to the first affected knee;

7. If your pet has shown clinical signs of a cruciate or soft tissue injury to one knee prior to the effective date of this policy or during the first six (6) months of the policy (where no certification of knee health has been provided as described in Section G.5.) and appropriate treatment has not been performed, then the other knee is automatically excluded from coverage. Once appropriate treatment has been performed, the other knee is excluded from coverage for a period of twelve (12) months from the date of last treatment to the affected knee;

8. Costs or fees for the treatment of intervertebral disc disease when another disc in the same or neighboring spinal region (e.g. cervical, lumbosacral) was previously treated or showing clinical sign(s) prior to the effective date of this policy or during the first fourteen (14) days beginning on the effective date of this policy;

9. Costs or fees arising out of or related to:
   a. Breeding;
   b. Pregnancy; or
   c. Whelping or nursing;
   provided, however, that costs or fees for treatment arising out of complications resulting from breeding, pregnancy or whelping will be covered if the date of breeding falls after the fourteenth (14th) day after the effective date of your initial policy;

10. Costs or fees for routine and preventive treatment, including but not limited to:
    a. Vaccinations (and vaccine titers and nosodes);
b. **Preventive** medications (including those for heartworm and flea and tick prevention); or
c. Routine examinations;

11. Costs or fees for any of the following regimens or therapy not administered or prescribed/referred by a **vet** (or under a **vet’s** direct supervision):
   a. Holistics;
b. Homeopathic;
c. Acupuncture;
d. Chiropractic; or
e. Physical therapy;

12. Costs or fees for experimental procedures and treatments;

13. Costs or fees for cloned pets or cloning procedures, whether or not deemed experimental or for research;

14. Costs or fees for organ transplants not deemed medically necessary or not first approved by us;

15. Costs or fees for treatments or preventive treatments for parasites or conditions related to parasites (internal or external) unless there is no preventive medication for the parasite including but not limited to:
   a. Heartworms;
b. Fleas;
c. Ticks;
d. Roundworms;
e. Tapeworms; or
f. Hookworms;

16. Costs or fees for elective or specialty procedures, including but not limited to:
   a. Docking of tails;
b. Removal of dewclaws;
c. Removal of eyelashes;
d. Cropping of ears;
e. Spaying or neutering;
f. Cosmetic dentistry;
g. Elective gastropexy; or
h. Routine/preventive anal gland expression;

17. Costs or fees for treatment of illness or injury arising out of:
   a. Racing;
b. Coursing;
c. Commercial guarding;
d. Organized fighting; or
e. Any other occupational, professional or business uses of your pet;

18. Costs or fees for treatment of an intentional injury or condition as a result of abuse (including persistent neglect) of your pet, by you or a member of your household;

19. Costs or fees for treatment of an illness or injury for which you were advised by a **vet** to take preventive measures and did not do so;

20. Costs or fees for treatment, death or humane destruction of your pet directly or indirectly caused by, happening through, arising or resulting from, or contributed to or by:
   a. Invasion;
b. War;
c. Revolt;
d. Rebellion;
e. Revolution, military or usurped power;
f. Governmental seizure;
g. Quarantine; or
h. Other action related to public safety or health;

21. Costs or fees for treatment, death or humane destruction of your pet directly or indirectly caused by, happening through, arising or resulting from, or contributed to or by Avian Influenza or any mutant variation;

22. Costs or fees for treatment, death or humane destruction of your pet directly or indirectly caused by, happening through, arising or resulting from, or contributed to or by chemical, biological, biochemical or electromagnetic weapon, device, agent or material, whether controlled or uncontrolled, accidental or otherwise;

23. Costs or fees for treatment, death or humane destruction of your pet directly or indirectly caused by, happening through, arising or resulting from, or contributed to or by nuclear reaction, radiation, radioactive contamination or the discharge of nuclear device, whether controlled or uncontrolled, accidental or otherwise; or

24. Costs or fees for decontamination (i.e., the induction of vomiting, stomach pumping, or treatment with charcoal), medical, or surgical treatment of your pet arising from a repetitive and specific activity if the same or a similar activity has occurred two (2) times within the eighteen (18) month period prior to the initial coverage effective date.

**H. GENERAL CONDITIONS**

1. **INITIAL TERM FREE LOOK PERIOD – 30 DAYS**
   When the initial policy is received, if you are not satisfied with the policy, the first Named Insured may return it to us within thirty (30) days of the initial coverage effective date. We will then cancel this policy and refund the premium in full, as long as you have not filed a claim. The Free Look Period is not available on renewals or reinstated policies.

2. **WAITING PERIOD**
   There is a fourteen (14) day waiting period beginning on the effective date of this policy during which we will not cover any illness of your pet. Coverage for injury of your pet will begin five (5) days after the effective date of this policy. Conditions that occur during the waiting period are excluded from this policy as pre-existing conditions. The waiting period will not apply to any renewal of this policy if continuous coverage is maintained.
3. PAYMENT OF LOSS
Once you have provided the written notice and other specified information to us, we will determine whether the illness or injury is covered by this policy. We will compute any applicable co-pay and deductible(s). We will then make our reimbursement to you or the treating vet, as designated by you, within thirty (30) days from our receipt of all required information. A statement showing the basis for our reimbursement will be available through your online account or upon request. This will include the effect of the co-pay and deductible calculations, deducted non-coverable items and any maximum annual benefits, if applicable.

We cannot preauthorize or guarantee coverage of a claim by telephone. For preauthorization of a treatment, you must complete a Preauthorization Form, available by request or through your online account.

4. AGE OF YOUR PET
If you do not know the exact date of birth of your pet, we will use the average of the estimates of your pet’s age as referenced in your pet’s medical records from the veterinary clinics and shelters.

If you are renewing a policy for a:
   a. Dog age eight (8) or older; or
   b. Cat age ten (10) or older; you must follow your vet’s advice with regard to senior wellness testing.

5. CONDITION OF YOUR PET
In the original application for this insurance, you represented that your pet was in good health, free of illness or injury as of the effective date of this policy, except for those medical conditions that you disclosed in your application. In order to assess a claim, we may require full medical records from any vet who has treated your pet.

6. CARE FOR YOUR PET
We care about and promote responsible pet ownership. Therefore, we require you to do and pay for the following:
   a. You must ensure that your pet receives:
      i. An annual health check;
      ii. An annual dental exam and, if recommended, prophylaxis (defined as ultrasonic scaling and polishing of the teeth);
      iii. Treatment normally suggested by a vet to prevent illness or injury;
      iv. Appropriate prophylactic medication as prescribed by your veterinarian to protect against tick-borne illnesses. We will not pay claims for illnesses or injuries as a result of your failure to comply with this requirement;
   b. You must act prudently in the care and protection of your pet. You must protect your pet from aggravation or recurrence of any injury or illness after its initial occurrence and provide proper maintenance/preventive care;
   c. You must keep your pet vaccinated, at your expense, as recommended by your vet. We will not pay claims that result from or are related to any illness listed below that a vet-recommended vaccine would have prevented:
      i. For dogs: rabies, canine distemper, canine adenovirus (canine viral hepatitis), canine parainfluenza, canine parvovirus and leptospirosis;
      ii. For cats: rabies, feline viral rhinotracheitis, feline calicivirus, feline panleukopenia and feline leukemia virus;

7. CONCEALMENT, MISREPRESENTATION OR FRAUD
We are not obligated to provide coverage under this policy if you at any time intentionally conceal, misrepresent or exaggerate a material fact concerning:
   a. This policy;
   b. Your pet; or
   c. A claim under this policy.

8. COOPERATION, INFORMATION AND EXAMINATION
You agree that any vet who has treated your pet has your permission to release any information we may ask for about your pet. You further agree that we have the right to have your pet examined by a veterinarian of our choosing at our own expense. In the event of any disagreement in the diagnosis of your pet’s condition(s) or treatment(s) between your and our veterinarian, an independent veterinarian mutually agreed upon by both parties will be appointed. Written agreement signed by any two of these three will be binding subject to our mutual agreement. The costs incurred by the independent veterinarian are shared equally by both you and us.

9. TRANSFER OF YOUR RIGHTS AND DUTIES
You must be the owner of your pet. If ownership of your pet transfers to another individual, coverage may be continued without interruption, if approved in writing by us upon our receipt of proof of transfer of ownership and continued payment of premium.

10. CHANGING YOUR LEVEL OF COVERAGE
You are entitled to apply for a downgrade of your pet’s coverage at any time during the policy period. This request must be made in writing, which may be done electronically. 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 new maximum annual benefit.
You may apply for an upgrade of your pet’s coverage once per policy period. This request must be in writing, which may be done electronically. Upgrades are subject to re-underwriting. Certain exclusions may be applied. If you choose to upgrade your level of coverage, then any illness or injury your pet had, or any illness or injury that first showed clinical sign(s) before the change was made will be subject to the maximum annual benefit in place at the time the condition was first diagnosed or showed clinical sign(s). A new Declarations Page or endorsement indicating your pet’s new level of coverage will be issued on approval. Exclusion(s) already on the policy may carry over. New deductible and co-pay amounts may apply when coverage is changed. Any request to change your pet’s level of coverage must be made in writing. You may send the request to us by email or in a mailed letter, or through your online account. The request will become effective on the first day of the month following approval.

11. CONTINUITY OF POLICY LIMITS

Should you change state of residence so that this policy must change, then the previously applied claim payments and maximum annual benefits for each coverage part will remain with your pet and not the policy. Coverage will not be reset due to this change.

I. OTHER TERMS AND CONDITIONS

1. LEGAL ACTIONS

No one may bring a legal action against us until there has been full compliance with all the terms of this policy. No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. You will have three (3) years from the time written proof of loss is required to be furnished to take legal action against us with respect to recovery of a claim under this policy.

2. APPEALS

In the event of any disagreement regarding the outcome of a claim, you may appeal to have your claim undergo Internal Review. All requests to appeal your claim must be made in writing to us within ninety (90) days of the denial of your claim. Any submitted appeal should state clearly why you or your vet disagrees with the initial determination, along with any supporting documentation. Internal Review

Your claim will be reviewed by one of our claims specialists in collaboration with a claims manager and your veterinarian, when applicable. A written notice of the outcome of the Internal Review will be sent to you. If the original claims decision is upheld based on the Internal Review, the written notice will cite the specific reasons for the decision, citing the relevant sections of this policy.

3. OUR RIGHT TO RECOVER PAYMENT

If we make a payment under this policy and you have the right to recover damages from another for the same transaction or condition, we shall be subrogated to that right. You agree to cooperate with us in our subrogation effort.

If there is other valid coverage, not with us, providing benefits for the same loss and of which we have not been given written notice prior to the condition or commencement of loss, we may assert a right of contribution. You agree to assist us in our effort to obtain contribution.

4. ENTIRE POLICY

This policy, the Declarations Page and any endorsements contain all the agreements between you and us. The terms may not be changed or waived except by an endorsement issued by us and made a part of this policy.

5. CONFORMITY TO STATE STATUTES

When this policy’s provisions are in conflict with the statutes of the state in which this policy is issued, the provisions are amended to conform to such statutes.

6. CANCELLATION AND NONRENEWAL

a. The first Named Insured may cancel this policy at any time by returning it to us or by notifying us in writing of the effective date of the future cancellation.

i. If the first Named Insured notifies us within the first thirty (30) days from the effective date shown on the Declarations Page and this is not a renewal policy, and you have not submitted any claim against this policy, we will refund the entire premium.

ii. If the first Named Insured cancels this policy after it has been in effect for thirty (30) days, or if this is a renewal policy, we will return the pro rata premium based upon the date of termination of this policy.

b. If this policy has been in effect for less than sixty (60) days and the policy is not a renewal, we may cancel the policy for any reason.

c. If this policy has been in effect for sixty (60) days or more, or if this policy is a renewal, we may cancel the policy only for the following reasons:

i. Nonpayment of premium;

ii. A loss of or substantial decrease in reinsurance;

iii. Your material failure to comply with policy terms and conditions;

iv. A substantial change in the condition, factor or loss experience material to insurability (except that a material change in your pet’s health does not constitute a change that
would provide grounds for cancellation of the policy; or
v. **You** materially misrepresent or exaggerate relevant information pertaining to this policy or a claim.
d. If **we** cancel this policy for nonpayment of premium, **we** will send written notice to the first Named Insured at least fifteen (15) days before the effective date of cancellation. If **we** cancel this policy for any other reason, **we** will send written notice to the first Named Insured at least thirty (30) days before the effective date of cancellation.
e. If this policy is cancelled by **us**, **we** will promptly return to the first Named Insured the unearned portion of any premium paid. Cancellation shall be without prejudice to any claim occurring prior to the effective date of cancellation.
f. **We** may elect not to renew this policy by mailing to the first Named Insured written notice at least sixty (60) days prior to the expiration date. A decision not to renew this policy will not be made based on your pet’s medical history or claims activity.
g. **We** will automatically renew this policy at expiration, unless the first Named Insured is otherwise notified of nonrenewal. **We** may change the premium, co-pay amounts, deductible(s) and policy terms and conditions at renewal. The first Named Insured will be notified of all changes in writing.
h. Any notice of cancellation or nonrenewal will be mailed to the first Named Insured, by first class or certified mail, at the first Named Insured’s mailing address last known to **us**. Such notice will state the effective date and reason(s) for cancellation or nonrenewal. Proof of mailing will be sufficient proof of notice.

7. **PROMOTIONAL OFFERS**
Each Named Insured may receive from time to time certain promotional offers. These offers include but are not limited to gift cards, coupons, gift certificates, items of merchandise, and similar promotional items. But in no event will promotional items exceed a value of $25.00.

8. **LIBERALIZATION**
If **we** adopt any revision which would broaden the coverage under this policy within sixty (60) days prior to or during the **policy period**, with no adjustment of premium, the broadened coverage will immediately apply to this policy.

9. **UNPAID PREMIUMS**
Upon the payment of a claim under this policy, any premium that is due and unpaid or covered by any note or written order may be deducted from the claim.

10. **ELECTRONIC DELIVERY**
It is agreed that, unless otherwise notified by **you**, all documents and communications regarding this policy, its endorsements, and any notices may be delivered to **you** by electronic mail using the email address associated with your policyholder account, except documents required to be delivered by another method. It is further agreed that it is your responsibility to keep your contact details, including email, telephone and postal address, current and correct.

11. **TERRITORY**
Your pet is covered under this policy only while your pet is in the United States of America, Puerto Rico or Canada.

12. **OTHER INSURANCE**
If there is other applicable insurance, **we** will pay only our share of the damages. Our share is the percent that the maximum annual benefit for the applicable coverage of this policy bears to the total of all insurance applicable to the loss.

In Witness Whereof, the issuing Company has caused this policy to be signed officially below.

[Signatures]

Secretary

President