

## DEDUCTIBLE, LIMITS OF INSURANCE AND COPAY

The Annual Aggregate Limit shown in the Schedule of Benefits is the maximum amount we will pay during the **Policy Year** for all **Covered Expenses** under all policy or any endorsement benefits for your **Pet**. The Annual Aggregate Limit will apply regardless of the number of:

1. benefits and coverages;
2. **Injuries**;
3. **Illnesses**;
4. **Incidents**;
5. **Treatments**;
6. **Veterinarians**; or
7. claims made.

Benefits and coverages under this policy are subject to you paying the **Deductible** shown in the Schedule of Benefits. We will reimburse you for **Covered Expenses**, less any applicable **Deductible** and **Copay**.

A per **Policy Year Deductible** shown in the Schedule of Benefits applies once per the **Policy Year** shown on the Declarations Page.

All benefits and coverages in this policy are subject to the **Copay** shown in the Schedule of Benefits. We will calculate the benefits and coverages after you have met the applicable **Deductible**.

## BENEFITS AND COVERAGES

This section describes the benefits and coverages provided under this policy, subject to any terms, conditions, limitations and exclusions described in this policy and in any endorsements. Benefit amounts and any applicable Aggregate Limits are shown in the Schedule of Benefits.

### ACCIDENT BENEFIT

If your **Pet** suffers an **Injury**, we will pay the Accident Benefit Amount shown in the Schedule of Benefits. **Covered Expenses** are limited to:

1. **Treatment** that is required for an **Injury**;
2. **Treatment** for an **Injury** to permanent teeth;
3. Euthanasia and attendant anesthesia for your **Pet** that is performed by a **Veterinarian** as a result of an **Injury**;
4. Cremation or burial expenses as the result of and occurring within 30 days of an **Injury**; and
5. Up to two **Treatments** arising from the ingestion of a foreign body.

### ACCIDENTAL DEATH BENEFIT

If your **Pet** dies or is euthanized within 30 days of an **Injury** and as the direct result of the **Injury**, we will pay the Accidental Death Benefit Amount shown in the Schedule of Benefits. The Accidental Death Benefit is not subject to any **Deductible** or **Copay**.

## DEFINITIONS

As used in this policy, “you” and “your” refer to the **Owner** listed on the Declarations Page. “We” and “us” refer to the Company. Capitalized and bolded words and terms have the meanings set forth below.

|                                |  |
|--------------------------------|--|
| <b>Copay</b>                   | means the percentage of a <b>Covered Expense</b> for which you are responsible to pay after meeting the <b>Deductible</b> .  |
| <b>Congenital Condition</b>    | means a condition: <ol style="list-style-type: none"><li>1. That was present at or dated from the birth of the <b>Pet</b>; or</li><li>2. To which the <b>Pet</b> is predisposed through hereditary or genetic factors.</li></ol>   |
| <b>Covered Accident</b>        | means a sudden, unexpected, specific and abrupt event that is external to the body and occurs by chance at an identifiable time and place that: <ol style="list-style-type: none"><li>1. Occurs after the benefit <b>Waiting Period</b>;</li><li>2. Occurs while coverage for a <b>Pet</b> under this policy is in force; and</li><li>3. Is not otherwise excluded under the terms of this policy.</li></ol> |
| <b>Covered Expenses</b>        | means the actual costs you have paid out of pocket that are not covered by any other insurance or benefit program for the <b>Treatment</b> of your <b>Pet</b> .  |
| <b>Deductible</b>              | means the amount you must pay before we become responsible for the payment of any benefits and coverages under this policy.  |
| <b>Illness</b>                 | means physical disease, sickness, infection, condition or failure that is not caused by a <b>Covered Accident</b> .  |
| <b>Incident</b>                | means a specifically identifiable <b>Injury</b> . Recurring, related or chronic conditions will be deemed one <b>Incident</b> .  |
| <b>Inherited Condition</b>     | means an <b>Illness</b> that is determined by genetic factors.   |
| <b>Injury</b>                  | means the physical damage or bodily injury to your <b>Pet</b> caused by a <b>Covered Accident</b> .  |
| <b>Medically Necessary</b>     | means medical services, supplies or care provided to your <b>Pet</b> that are required to diagnose or treat symptoms and are accepted as good veterinary practice standards.   |
| <b>Owner</b>                   | means the owner named on the Declarations Page.  |
| <b>Pet</b>                     | means the animal or animals listed on the Declarations Page.   |
| <b>Policy Year</b>             | means the period that begins on the Effective Date stated on the Declarations Page and ends on the renewal, termination, expiration or cancellation of this policy.  |
| <b>Pre-Existing Condition</b>  | means any illness or injury that occurred or existed, whether or not diagnosed, prior to the Policy Effective Date or during the applicable <b>Waiting Period</b> as shown in the Schedule of Benefits.  |
| <b>Prescription Medication</b> | means medicine dispensed only with a written prescription from a <b>Veterinarian</b> .   |
| <b>Treatment</b>               | means any <b>Medically Necessary</b> examination, consultation, advice, service, hospitalization, confinement, diagnostic test, x-ray, <b>Prescription</b>   |

**Medication**, surgery, nursing, care and physical rehabilitation provided or prescribed by a **Veterinarian**.

**Veterinarian**

means an individual who:

1. Is licensed and is in good standing as a doctor of veterinary medicine in the jurisdiction where **Treatment** is being performed; and
2. Renders care and service to a **Pet** that is appropriate for the condition and that is within the scope of his or her license.

**Veterinarian** does not include you, a member of your immediate family, or a member of your household.

**Waiting Period**

means:

1. With respect to a **Pet** that has been covered since the Policy Effective Date, the number of days shown in the Schedule of Benefits that must pass after the Policy Effective Date before coverage begins; or
2. With respect to a **Pet** that has been added to the policy after the Policy Effective Date, the number of days shown in the Schedule of Benefits that must pass after the date the new **Pet** is added before coverage begins.

No benefits will be paid during the **Waiting Period**.

The **Waiting Period** does not apply to a **Pet** in any subsequent renewal of this policy.

## EXCLUSIONS

In addition to any benefit or coverage specific exclusion, we will not pay benefits for any **Incident** that directly or indirectly, in whole or in part, is caused by or results from any of the following, unless expressly covered in an attached endorsement:

1. A **Pet's Illness**.
2. The diagnosis or **Treatment** of any **Pre-Existing Condition**.
3. **Incidents** resulting from any intentional, neglectful or preventable acts by you, a member of your immediate family, or a member of your household.
4. Any diagnosis or **Treatment** related to:
  - a. Breeding your **Pet**;
  - b. Your **Pet** being pregnant; or
  - c. Your **Pet** giving birth.
5. **Congenital Conditions** or **Inherited Conditions**.
6. Hip dysplasia.
7. Prescribed diets, food, vitamins, and nutritional supplements.
8. Any of the following services, whether or not performed by a **Veterinarian**:
  - a. Holistic;
  - b. Homeopathic;
  - c. Acupuncture;
  - d. Chiropractic;
  - e. Hydrotherapy;
  - f. Aromatherapy; and
  - g. Physiotherapy.
9. Organ and tissue transplants, prostheses and related services.
10. Behavioral problems or the **Treatment** of behavioral problems.
11. Any **Treatment** that is experimental or investigational.
12. Routine, wellness, or preventative care.
13. **Incidents** resulting from the use of your **Pet** for professional or commercial purposes. This exclusion does not apply to use of your **Pet** as a service animal.
14. **Incidents** resulting from the use of your **Pet** for, or during the course of committing, any unlawful acts.

## CLAIMS CONDITIONS

### **Claim Requirements**

In the event you incur a loss, you must:

1. File a completed claim form with us within 90 days of the first date of **Treatment** or as soon as reasonably possible to do so. Claims filed 91 days after the first date of **Treatment** may be denied at our discretion.
2. Provide invoices from your **Pet's** treating **Veterinarian** listing the services performed, supplies provided and the itemized charges, including packages or discounts.
3. Provide a claim form with the name, address and signature of the treating **Veterinarian**.
4. Provide a payment receipt when submitting a handwritten invoice. If you do not provide a payment receipt, we will verify the invoice with your **Veterinarian** prior to paying the claim.

We will pay benefits due under this policy after we receive a completed claim form and documentation satisfactory to us that supports the claim. We will pay or deny claims upon receipt of all information we require to properly adjudicate the claim.

### **Right to Information**

We have the right to ask for and obtain information from the treating **Veterinarian** or from you to investigate any claim.

### **Final Diagnosis**

Any covered **Incident** where a final diagnosis has not been made by the treating **Veterinarian** will be ineligible for payment until we receive written documentation from your **Veterinarian** with the definitive diagnosis.

### **Right to Examine**

While a claim is pending, we may, at our expense, require any covered **Pet** to be examined by a **Veterinarian** of our choice as often as reasonably necessary.

### **Claims Under Investigation**

Claims under investigation may be ineligible for payment until the investigation is complete.

### **Required Level of Care**

You must follow and carry out any and all **Veterinarians'** advice and exercise reasonable care to protect your **Pet** from harm. Your **Pet** must receive all **Treatments** advised by your **Veterinarian**. Your **Pet** must receive an annual physical exam, as well as all prescribed vaccines, heartworm, and flea and tick prevention advised by your **Veterinarian**.

### **Continuing Claims**

Coverage for ongoing covered **Incidents** is allowed only if there is an active policy in force that is annually renewed and continuously maintained. Claims for **Treatment** incurred or rendered subsequent to the termination of this policy are not covered even if the claim for a covered **Incident** arises out of a medical condition 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.

### **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.

### **Right of Recovery**

If we overpay a benefit, we have the right to recover the amount overpaid by either a request for lump sum payment of the overpaid amount or a reduction of any amounts payable to you under this policy.

### **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.

### **Action against Us**

You may not take action against us until 91 days after your proof of loss is filed and benefits are determined. From this time, you will have 12 months from the date of loss to take legal action against us with respect to recovery of a claim under this policy. You may not take action against us unless you have complied with all of the terms and conditions of this policy.

### **Cooperation**

You must cooperate with us in the investigation or settlement of any claim.

## **RENEWAL, CANCELLATION AND NONRENEWAL**

### **Automatic Renewal**

We will automatically renew this policy at the end of the **Policy Year** shown on the Declarations Page, unless we otherwise notify you of a nonrenewal. We may change the premium, **Copay**, **Deductible**, and policy terms and conditions at renewal. We will provide you with written notice of all changes.

### **Cancellation and Nonrenewal**

You may cancel your policy at any time by providing us with written notice. We may cancel your policy by providing you with written notice at least:

1. 20 days before the date of cancellation if we cancel for nonpayment of premium; or
2. 30 days before the date of cancellation if we cancel for any other reason.

Notice of cancellation will state the date of cancellation. The policy will end on the date specified in the notice of cancellation.

We will mail or deliver notice of cancellation to your last mailing address known to us, and a copy will be sent to your agent or broker of record, if any, at the last mailing address known to us.

We may elect not to renew this policy and may do so by mailing you written notice of our election not to renew to your last mailing address known to us at least 60 days prior to the end of the **Policy Year** shown on the Declarations Page.

### **Return of Premium**

If this policy is cancelled for any reason other than as provided in the 10-Day Right To Examine And Cancel Policy, we will refund you a portion of the premium paid, calculated on a pro-rata basis. The cancellation will be effective even if we have not already made or offered a refund.

## CHANGING COVERAGE

You may apply for a change in your coverage at any time during the **Policy Year** by providing us with a written request.

1. A request for a reduction of your **Pet's** coverage will become effective the day after we receive the request.
2. A request for an increase of your **Pet's** coverage will become effective, subject to our approval, as shown on your replacement Declarations Page and Schedule of Benefits.

We will issue a replacement Declarations Page and Schedule of Benefits or endorsement showing your new level of coverage. A new Effective Date for the calculation of your **Deductible** and **Copay** may apply when you change your coverage.

Any increase in coverage will be subject to an additional **Waiting Period** beginning on the new Effective Date shown on the Declarations Page.

If you choose to increase your coverage, any covered **Incident** first diagnosed or treated before the change was made will be subject to the Annual Aggregate Limit, **Deductible** and **Copay** in place at the time the **Incident** was first diagnosed or treated.

If you choose to decrease your coverage, any covered **Incident** first diagnosed or treated before the change was made will be subject to the new Annual Aggregate Limit, **Deductible** and **Copay**.

## GENERAL CONDITIONS

### **Entire Contract**

This policy is issued in consideration of the application and the payment of the first premium. All statements made in the application are representations and not warranties. No written statement made by you or on your behalf will be used by us to contest this policy, or defend a claim under it, unless it is in the application. Any additional endorsements are shown on the Declarations Page and are attached to and made a part of this policy. This policy, the attached application, and any subsequent applications contain the entire policy between you and us.

### **Territory**

Coverage under this policy applies only to **Incidents** that occur and are treated within the Territory shown on the Declarations Page. No coverage exists for a covered **Incident**, **Treatment** or event that occurs outside of the Territory.

### **Other Insurance**

If a claim arises under this policy and your **Pet** is covered under any other insurance, this policy will be considered excess insurance. This policy will only respond to claim amounts remaining after all other valid and collectible insurance has been exhausted, subject to the terms and conditions of this policy.

### **Unpaid Premiums**

Upon the payment of a claim under this policy, we may deduct any premium owed that is due from the claim payment.

### **Change of Address**

You agree to notify us in the event that your mailing address, email address, or other contact information changes. You may notify us in writing at the address shown on the Declarations Page.

### **Electronic Delivery**

By accepting the terms of this insurance as evidenced by the payment of premiums, you agree that this policy, its endorsements and any notices may be delivered to you by electronic mail at our option.