

OLD REPUBLIC INSURANCE COMPANY
(A Stock Insurance Company, hereinafter the "Company")
631 Excel Drive, Mt. Pleasant, PA 15666

CUSTOMER SERVICE
«PhoneNumber»

PET WELLNESS INSURANCE PLAN

I. WHAT IS COVERED

Upon Your payment of the Premiums shown in Item 7. of the Declarations and subject to the Maximum Benefits shown in Items 8. and 9. of the Declarations, We agree to indemnify You for claims for **Covered Wellness Services** and **Covered Preventive Services** made under this Policy. Coverage for claims under this Policy is subject to the definitions of **Covered Wellness Services** in Section II.D., **Covered Preventive Services** in Section II.C., the exclusions in Section III. **WHAT IS NOT COVERED**, and all other terms and conditions of this Policy as follows:

- A. Covered Wellness Services or Covered Preventive Services** provided by a **Veterinarian**. We agree to indemnify You for the cost of **Covered Wellness Services** or **Covered Preventive Services** for the **Covered Pet** provided that the **Covered Wellness Services** or **Covered Preventive Services**:
 - 1. Occurred during the term of this **Policy**;
 - 2. Are administered, approved, or provided by a **Veterinarian** within the **Coverage Territory**; and
 - 3. Are not excluded under the terms of this **Policy**.
- B. Waiting Period:** The **Waiting Period** for **Covered Wellness Services** or **Covered Preventive Services** is [0 – 30] days.
- C.** This **Policy** neither guarantees the success nor the quality of the **Covered Wellness Services** or **Covered Preventive Services** provided to the **Covered Pet**.
- D.** The term of this **Policy** begins on the **Effective Date** and continues for twelve (12) months until 12:01 A.M. Central Time on the **Expiration Date** as shown in Item 4. of the **Declarations**.

II. DEFINITIONS

As used in this Policy, the following terms when written with the first letter of each word in the term capitalized and bolded, shall be defined as set forth below. These definitions apply to the singular, plural, or possessive forms of these words, and a different tense if used herein:

- A. Coverage Territory** means the territory in which coverage is available under this **Policy** for **Covered Wellness Services** or **Covered Preventive Services** performed within the territory set forth in Item 5. of the **Declarations**.

- B. Covered Pet** means the domesticated cat or dog shown in Item 6. of the **Declarations**.
- C. Covered Preventive Services** means the following services:
1. Flea and tick prevention;
 2. Vaccines which are prescribed and administered by a **Veterinarian**;
 3. Vitamin supplements; and
 4. Heartworm prevention.
- These benefits are payable up to the amount shown in Item 9. of the **Declarations** but are not subject to any co-payment or deductible. Additionally, **We** will not pay for prevention of an **Illness** that has already been diagnosed or has begun to show symptoms.
- D. Covered Wellness Services** means the following services:
1. Routine dental cleaning;
 2. Routine physical examination;
 3. Testing (heartworm, blood, fecal, and urine); and
 4. Deworming;
- Services and care provided must be for the purpose of general well-being and independent of any specific **Incident**. These benefits are payable up to the amount shown in Item 8. of the **Declarations** but are not subject to any co-payment or deductible.
- E. Declarations** means **Your Pet Wellness Plan Declarations**.
- F. Effective Date** means the date coverage begins as shown in Item 3. of the **Declarations**.
- G. Expiration Date** means the date coverage ends as shown in Item 4. of the **Declarations**.
- H. Illness** means any sickness, disease, infection, or other medical condition negatively affecting **Your Covered Pet's Normal Health**.
- I. Incident** means a specifically identifiable **Illness** or **Injury**.
- J. Injury** means physical harm or damage to **Your Covered Pet**.
- K. Normal Health** means the ordinary physical health and activity of **Your Covered Pet** based on age and breed.
- L. Policy** means, collectively, the **Pet Wellness Plan**, the **Declarations**, and any endorsements to the **Pet Wellness Plan**.
- M. Portal**, if available for the program, means a web based access point where **You** may engage **Us** with respect to **Your Policy**, including initiating a claim or updating **Your** contact information.
- N. Premium** means the charges, as listed in Item 7. of the **Declarations**, that must be paid to maintain coverage under this **Policy**.
- O. Prescription Pet Food** means foods that are specifically formulated to manage specific medical conditions that are diagnosed by a **Veterinarian**. **Prescription Pet Foods** are available only through a **Veterinarian** or with a veterinary prescription.
- P. Renewal** means to issue and deliver at the end of an insurance policy period a policy which supersedes a policy previously issued and delivered by the same pet insurer or affiliated pet insurer and which provides types and limits of coverage substantially similar to those contained in the policy being superseded.
- Q. Veterinarian** means an individual who holds a license to practice veterinary medicine from the appropriate licensing entity in the jurisdiction in which they practice.

- R. **Waiting Period** means the number of days shown in **Section I.B.** that must pass after the **Policy Effective Date** before coverage begins. No benefits are payable during the **Waiting Period**. **Waiting Periods** may not be applied to **Renewals** of existing coverage.
- S. **We, Us and Our** means the Company as identified in the **Declarations**.
- T. **You and Your** means the Named Insured as shown in Item 1. of the **Declarations**.

III. WHAT IS NOT COVERED

The following are expressly excluded from coverage under this **Policy**:

- A. Any treatment, service or supply not explicitly included in the definition of **Covered Preventive Services** or **Covered Wellness Services**.
- B. Any treatment, service or supply provided for or as a result of an **Injury** or **Illness**.
- C. The cost for any services after the Maximum Benefits in Item 8. and Item 9. of the **Declarations** have been reached.
- D. **Prescription Pet Food**.
- E. Complications arising from any **Covered Preventive Services** or **Covered Wellness Services**.
- F. Any treatment or other service not administered, approved, or provided by a **Veterinarian**.
- G. The cost of treatment when this **Policy** is not in effect.
- H. Services performed by a **Veterinarian** on his or her own pet.
- I. Services provided outside of the **Coverage Territory**.
- J. Any applicable tax, including city licensing fees, medical waste disposal fees, veterinary administrative fees, shipping fees, and postage fees.

IV. WHAT TO DO IF A COVERED PET REQUIRES WELLNESS OR PREVENTIVE SERVICES

- A. **You** should initiate a claim for any **Covered Wellness Services** or **Covered Preventive Services** provided by a **Veterinarian** to **Us** as soon as practicable following the date of **Covered Wellness Services** or **Covered Preventive Services**. (**Veterinarians** with a direct payment arrangement will be responsible for initiating the claim and the initial submission of supporting documents and materials.) Claims initiated more than six (6) months from the date of **Covered Wellness Services** or **Covered Preventive Services** will be denied. To initiate a claim contact **Us** at «PhoneNumber» or by using the **Portal**. **You** agree to cooperate with **Us** in the investigation or settlement of any claim. **You** also agree to provide **Us** with all requested documentation not provided directly by a **Veterinarian** with a direct payment arrangement, within sixty (60) days of initiating the claim, including but not limited to the following:
 - 1. A completed claim form;
 - 2. An affirmed proof of loss, if requested;
 - 3. Invoices from the **Veterinarian** that provided the **Covered Wellness Services** or **Covered Preventive Services**. Such invoices should show all **Covered Wellness Services** or **Covered Preventive Services**

charged, products provided, the itemized charges for all services, and any discounts applied;

4. The name, address and other contact information for the **Veterinarian**;
 5. Payment receipt indicating **Your** payment(s) to the **Veterinarian** for the **Covered Wellness Services** or **Covered Preventive Services**;
 6. All requested documentation of **Covered Wellness Services** or **Covered Preventive Services** provided by a **Veterinarian**; and,
 7. Any other related supporting documentation requested.
- B.** **We** reserve the right to obtain additional materials or explanations from **You**, **Your Veterinarian**, or any **Veterinarian** who has examined and/or provided services for the **Covered Pet**.
- C.** Payment for an approved claim will be made within thirty (30) days after the amount of payment is agreed to between **You** and **Us**, and **We** have received all required materials from **You**. If **We** pay a claim contrary to the terms and conditions of this **Policy**, that payment does not waive **Our** rights to apply the terms and conditions of this **Policy** to any future claim. **We** also reserve the right to stop payment or recover from **You** any claim amount incorrectly paid.

V. YOUR DUTIES

- A.** **You** must comply with the terms and conditions of this **Policy**.
- B.** **You** must promptly notify **Us** of any changes to **Your** mailing address, email address and other contact information on file with **Us** by emailing **Our** Administrator at «EmailAddress», calling **Our** Administrator at «PhoneNumber», or using the **Portal**.
- C.** The **Premium** must be paid when due. If payment details or form of payment changes, **You** must promptly update this information with **Us** by calling «PhoneNumber» or using the **Portal**.
- D.** **You** must notify **Us** promptly of the death of the **Covered Pet** and initiate the termination of this **Policy**.

VI. YOUR REPRESENTATIONS

- A.** By accepting this **Policy**, **You** agree:
1. The statements in the **Declarations**, and the statements in **Your** application(s) for this insurance are **Your** representations;
 2. The statements in the **Declarations**, and the statements in **Your** application(s) for this insurance are accurate and complete;
 3. This **Policy** has been issued in reliance upon **Your** representations; and
 4. This **Policy** embodies all agreements existing between **You** and **Us** regarding the coverage under the **Policy**.
- B.** **We** will not pay for any **Covered Wellness Services** or **Covered Preventive Services** and may void or cancel coverage if:

1. **You** have concealed, misrepresented, or omitted a material fact in the **Declarations** or **Your** respective application(s) for insurance;
2. **You** have concealed, or misrepresented, or omitted a material fact in any document related to **Your** claim for coverage under this **Policy**; or
3. **You** have committed fraud concerning or related to this insurance or the **Covered Pet**.

VII. TERMINATION OF AND CHANGES TO THE POLICY

A. Cancellation.

1. Cancellation by **You**.

You may cancel this **Policy** at any time by giving **Us** advance written notice of cancellation through **Our Administrator**. **Your** cancellation is effective the day **We** receive **Your** notice.

- a. If **You** have not yet submitted any claims for **Your Covered Pet**, **We** will prorate a refund of **Your** current month's **Premium**.
- b. If **We** have paid claims for **Your Covered Pet**:
 - (1) **We** will prorate a refund of **Your** current month's **Premium** if the amount **You** have paid to **Us** for this Wellness **Policy** during **Your** current plan term exceeds the amount **We** have paid **You** in claims; or
 - (2) **You** will owe us a cancellation payment If the amount **We** have paid **You** in claims exceeds the amount **You** have paid to **Us** in **Premium** for this Wellness **Policy** during **Your** current plan term. The amount of the cancellation payment will equal the lesser of: (A) the difference between the amount **We** have paid **You** in claims and the amount **You** have paid to **Us** in **Premium** during **Your** current term; or (B) the remaining amount of **Premium** payable through the **Expiration Date**. If **Your Premium** paid during **Your** current term exceeds the claims paid during such term, **You** will not owe a cancellation payment.

Example: if **You** cancel this Wellness **Policy** six months into **Your** plan term and **Your** monthly cost is \$30, then **You** have paid **Us** \$180 for this Wellness **Policy** so far. If **We** have paid **You** \$225 in claims payments, then **Your** cancellation fee would be \$45 to cancel **Your** Wellness **Policy** at such time.

2. Cancellation by **Us**.

We may cancel this **Policy** at any time by mailing or delivering written notice of cancellation to **You** at least:

- a. [INSERT NUMBER OF DAYS] before the date cancellation becomes effective if cancellation is for nonpayment of **Premium**; or
- b. [INSERT NUMBER OF DAYS] before the date cancellation becomes effective if cancellation is for any other reason.

3. The notice will be mailed or delivered to **You** at **Your** mailing address shown in Item 1. of the **Declarations**.
4. The cancellation notice will state the date cancellation becomes effective. That date will replace the **Policy Expiration Date** in Item 4. of the **Declarations**.
5. If this **Policy** is cancelled, any **Premium** refund due will be calculated on a pro rata basis. Any return **Premium** will be paid to **You** within a reasonable amount of time after the cancellation. Even if **We** have not made or offered a refund, cancellation will still be effective.
6. If the cancellation notice is mailed, proof of mailing will be sufficient proof of notice.

B. Termination, Renewal and Changes to the Policy.

Renewal: **We** will automatically Renew this **Policy** at expiration, unless **You** are otherwise notified of cancellation or non-renewal. **We** may change the **Premium**, **Policy** terms, benefit limits, conditions and/or other **Policy** parameters at **Renewal**. **You** will be notified of all changes within the **Renewal** notice.

Non-renewal: If **We** decide not to renew or not to continue this **Policy**, **We** will mail or send notice of non-renewal to the Named Insured shown in Item 1. of the **Declarations** at the last known electronic or mailing address appearing in **Our** records. Notice, including the reason for non-renewal, will be mailed or sent at least thirty (30) days, or as applicable by state law, prior to the end of the **Policy** term.

C. Changes to the Policy by You At Your Request.

Coverage changes requested by **You** are subject to **Our** approval and will not be effective until approved by **Us**.

D. Automatic Termination If You Move Out Of State.

You are required by **Section V.B.** to notify **Us** of a change in address. If **You** move to a state where this **Policy** is not available, **Your** coverage under this **Policy** will automatically terminate thirty (30) days after **We** receive notice of such move.

VIII. COVERAGE FROM OTHER SOURCES AND SUBROGATION OF RIGHTS

If **You** submit a claim under this **Policy**, and there is other insurance providing coverage for the same costs incurred (including coverage available under any auto liability policy or similar source of coverage), then **We** will only pay for the costs incurred from **Covered Wellness Services** or **Covered Preventive Services** that are in excess of all other valid and collectible insurance benefits, subject to the terms and conditions of this **Policy**.

IX. OTHER TERMS AND CONDITIONS

A. Force Majeure.

We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, the elements, or other causes beyond **Our** control.

B. Electronic Delivery.

It is agreed that if **You** elect electronic delivery from **Us**, all references to mail or delivery contained within this **Policy** will be read to include **Our** right to communicate with **You** through electronic delivery.

C. Transfer.

This **Policy** may not be transferred to another person without **Our** written consent. This coverage is not transferable to other pets.