

FIGO  
PET INSURANCE

ULTIMATE





# ULTIMATE

## Pet Health Insurance Policy Terms and Conditions

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Markel American Insurance Company

Glen Allen, Virginia

Administered by Figo Pet Insurance, LLC., Chicago, Illinois

For questions concerning this policy, call 1-844-738-3446

## 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.

<b>You, Your</b>	The Named Insured as shown on the Declarations Page.
<b>We, Us, Our</b>	The company providing this insurance, or the company's designated representative.
<b>Your Pet</b>	Any dog or cat named and described on the Declarations Page and for which a premium has been paid.
<b>Accident</b>	A sudden event causing <b>injury to your pet</b> , when such <b>injury</b> is neither expected nor intended by <b>you</b> .
<b>Actual Cost(s)</b>	The standard fees/costs a <b>veterinarian</b> would charge, regardless of whether that customer has insurance coverage.
<b>Clinical Sign(s)</b>	Changes in <b>your pet's</b> normal healthy state, its bodily functions or behavior (as observed by any individual, or recorded in <b>your pet's</b> medical record).
<b>Co-pay(s)</b>	The percentage of <b>your</b> claim for which <b>you</b> are liable before any applicable <b>deductible</b> is applied.
<b>Congenital Defects Or Abnormalities</b>	Any condition(s) or disorder(s) present at and existing from the birth of <b>your pet</b> .
<b>Deductible(s)</b>	The fixed amount per <b>policy period</b> that will be deducted from any benefit payment made to <b>you</b> , after any <b>co-pay</b> amount has been deducted, for which <b>you</b> are liable prior to receiving any claims settlement.
<b>Illness(es)</b>	Any change to the normal healthy state of <b>your pet</b> , a sickness, disease or <b>medical condition</b> (except mental or emotional disorders) not caused by an <b>accident</b> .
<b>Injury(ies)</b>	Physical harm or damage arising from normal activity or an <b>accident</b> .
<b>Loss</b>	An eligible coverage or benefit occurring during the <b>policy period</b> , subject to all the terms, conditions, exclusions and limitations as stated herein and as shown on the Declarations Page.
<b>Maximum Annual</b>	The most <b>we</b> pay during the <b>policy period</b> as shown on each policy coverage on the <b>Benefit</b> Declarations Page.
<b>Medical Condition(s)</b>	All <b>clinical sign(s)</b> and symptoms resulting from the same diagnostic classification or disease process, regardless of the number of incidents or areas of the body affected.
<b>Medically Necessary</b>	Any <b>treatment</b> which is directly and materially related to a covered <b>illness</b> or <b>injury</b> , as certified by the treating <b>vet</b> .
<b>Policy Period(s)</b>	The one (1) year period from the effective date of this policy as set forth on the Declarations Page.
<b>Pre-existing Condition(s)</b>	<p>A <b>medical condition</b> which first occurred or showed <b>clinical sign(s)</b> before the effective date of this policy or which occurred or showed <b>clinical sign(s)</b> during the policy waiting period (See Section H.2.).</p> <p>If you cannot provide medical records showing <b>your pet's</b> annual health exam by a <b>vet</b> 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 <b>pre-existing condition(s)</b>.</p>
<b>Preventive</b>	Any <b>treatment</b> , service or procedure, including but not limited to physical examinations, medications, surgeries, inoculations or laboratory procedures, for the purpose of prevention of <b>illness</b> or <b>injury</b> or for the promotion of general health, where there has been no <b>illness</b> or <b>injury</b> .
<b>Treatment(s)</b>	Any veterinary care and prescribed medications administered by a <b>vet</b> in treating <b>your pet's</b> <b>illness</b> or <b>injury</b> .
<b>Vet, Veterinarian</b>	Any properly licensed <b>veterinarian</b> or <b>specialist veterinarian</b> within the U.S. or Canada from whom <b>your pet</b> has received <b>treatment</b> .

## 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 all the terms, conditions, exclusions and limitations as stated herein and as shown on the Declarations Page.

## C. INSURED COVERAGES 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 consultations by a **vet** to diagnose and treat behavioral problems 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 CATTERY 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 CATTERY 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, if **your pet** dies or has to be euthanized by a **vet** during the **policy period** as a result of **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 a behavioral or emotional disorder, 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 Figo Pet Insurance, 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 (14<sup>th</sup>) 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 by a **vet**:
    - 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 and dispensed by **your veterinarian** to protect against **illness**, including but not limited to lice, parasites and fleas. **We** will not pay claims for **illnesses** or **injuries** as a result of **your** failure to comply with this requirement; and

- v. Appropriate prophylactic medication and/or vaccination as prescribed and dispensed 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;

- d. **You** must arrange for **your pet** to be neutered or spayed prior to its first birthday. If **you** do not comply, no coverage shall apply for **illness** related to prostate problems, hormonal skin conditions, perianal hernias, testicular tumors, perianal tumors, mammary tumors, uterine and ovarian conditions, birthing, or **injury** due to fighting, collision with a motor vehicle, or aggressive behavior. This stipulation does not apply if the timing of **your pet** being spayed or neutered was in conjunction with a **veterinarian's** medical recommendation or within sixty (60) days of being adopted.

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 **you** 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 **our 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 less ten percent (10%) based upon the date of termination of this policy. The ten percent (10%) charge will not be applied if the first Named Insured cancels this policy due to **your pet's** death.
  - 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.

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

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Secretary

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President