

Policy Document

Per Incident Limit- \$3,000.00

See endorsements for other limits that may apply to specific conditions.

Level 2 Accident and Illness Coverage

Defined terms are capitalized in this policy. You can find their meanings in the DEFINITIONS section. This policy is written in plain English, and is part of a legal insurance contract. Please read carefully.

Attach to this policy: declarations page and any endorsements.

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Marc J. Adee
Chairman and CEO



James Kraus
Secretary

Administered by:
Fairmont Specialty Insurance Agency
Administrative Office: All inquiries should be sent to 1208 Massillon Rd. Suite G 200, Akron, OH 44306

Underwritten by:
United States Fire Insurance Company
Administrative Office: 5 Christopher Way, Eatontown, New Jersey 07724

1. INSURING AGREEMENT

When You pay Your premium, We will insure Your Pet for policy benefits. This annual contract of insurance includes Your application, this policy, declarations page and any endorsements.

You must comply with all terms of this policy. Only an endorsement that We issue can change or waive contract terms.

We will only process or pay Your claim if Your premiums are paid to date.

If You intentionally misrepresent or conceal any material fact, We will deny any related claim. We may also cancel, invalidate or rescind coverage.

You understand that this is a reimbursement policy and You are financially responsible to Your Veterinarian for services provided.

2. WHAT IS COVERED

This policy provides reimbursement for Usual and Customary costs for expenses incurred during the Policy Period that are eligible for coverage under Your policy, referred to as Covered Expenses. After subtracting the deductible amount shown on the declarations page from the Covered Expenses and applying Your Co-insurance listed on the declarations page, We will pay Our portion of the Covered Expenses up to any applicable maximums.

There are maximum amounts specified on the declarations page for an Incident Limit that applies to each eligible Incident. Reimbursement to the Incident Limit is payable only if the policy is continuously Reissued and maintained in force during all eligible Treatment. Incident Limits do not reset at the beginning of each Policy Period. Please refer to the declarations page for other applicable coverage.

2.1 Accident Benefits

Eligible Accident expenses are:

- a. anesthesia, pre-anesthetic bloodwork and anesthetic monitoring, sedation and operating fees
- b. broken tooth extractions
- c. End of Life Expenses
- d. examinations (such as but not limited to emergency visits, specialist consultations, first examinations and those for a second opinion)
- e. hospitalization and nursing care
- f. intravenous (IV) fluids and medications
- g. laboratory tests
- h. medical supplies (such as but not limited to bandages, casts and splints)
- i. poison control consultation fees
- j. prescription medications prescribed by a Veterinarian and that the Food and Drug Administration (FDA) has approved
- k. radiology (such as but not limited to CAT Scan, magnetic resonance imaging (MRI), ultrasound and X-rays)
- l. surgical Treatment.

2.2 Illness Benefits

Eligible Illness expenses are:

- a. expenses listed above under subsection 2.1 when applicable to an Illness
- b. cancer Treatments (including but not limited to chemotherapy and radiation treatment)
- c. tooth extractions

3. WHAT IS NOT COVERED

3.1 Pre-Existing Conditions

We do not pay benefits for any charge that results directly or indirectly from a Pre-existing Condition that occurred on or before the Effective Date of the policy or during a waiting period. This exclusion applies to the Effective Date of this policy; it does not apply to the Effective Date of each subsequent Policy Period as long as continuous coverage is maintained without a cancellation or termination of coverage.

However, a Condition will no longer be considered pre-existing if 180 days have passed since Your Pet's Condition was Cured and free from Treatment and Symptoms.

3.2 Waiting Periods for First Policy Period

In addition, no amount is payable for:

- a. any Illness that Occurs within 30 days after the first Effective Date of Your 12-month policy.
- b. diagnosis, Treatment or surgery related to ligament and knee Conditions that Occur or show Symptoms within 12 months after the first Effective Date of Your 12-month policy. Ligament and knee Conditions are anterior cruciate ligament (ACL), cranial cruciate ligament (CCL), lateral collateral ligament (LCL), medial collateral ligament (MCL), medial patella luxation (MPL) or meniscal damage.

Any Condition that Occurs during an applicable waiting period will not be eligible for coverage unless 180 days have passed since Your Pet's Condition was Cured and free from Treatment and Symptoms.

3.3 Policy Exclusions

Unless covered by an applicable endorsement. We will not pay for expenses related to:

- a. any Wellness Care
- b. any Hereditary, Genetic or Congenital Condition including those Conditions that are related, secondary, or resultant from any Hereditary, Genetic, or Congenital Condition.

3.4 General Exclusions

We will not pay for costs associated with or resulting from the following:

- a. Alternative Therapy, unless expressly listed under Section 2
- b. anal sac (gland) expression when no infection is present
- c. Behavioral Therapy, unless expressly listed under Section 2
- d. boarding
- e. breeding, pregnancy, whelping or nursing
- f. charges that exceed the Usual and Customary Costs for any eligible expense
- g. cosmetic and elective prostheses or procedures (including but not limited to claw removal, ear cropping and tail docking)
- h. experimental or investigational Treatment or medication (including clinical trials) that is not generally accepted in the Veterinary medical community as effective and proven
- i. dental cleanings unless covered by an applicable endorsement; aesthetic, cosmetic, endodontic, or orthodontic dental services such as caps, crowns, fillings, implants and root canals
- j. food, vitamins, supplements (herbal, nutritional, joint, or other) and weight loss medication, including those that a Veterinarian prescribes or are administered while Your Pet is hospitalized
- k. grooming or grooming supplies (including but not limited to non-prescription baths, ear cleanings, non-prescription shampoos and nail trims)
- l. house call fees, time and travel expenses to and from the Veterinarian's premises or hospital

- m. Illness or Injury that results from intentional, malicious or grossly negligent activities or from failure to perform actions commonly accepted as responsible pet care by You, a member of Your household or a caregiver for Your Pet
- n. more than one surgical procedure within the Policy Period related to the removal of a foreign object from any part of Your Pet's body, including an ingested item
- o. non-medical supplies such as but not limited to toys, training devices, and leashes
- p. non-Veterinary services (including but not limited to administrative fees, medical records expenses, medical waste, postage and tax)
- q. preventive care without an Occurrence (including but not limited to general health diagnostics, laboratory procedures, medications, physical examinations and surgery)
- r. Veterinary expenses related to coursing, organized fighting, law enforcement or guarding, personal protection or racing.

4. DEDUCTIBLE AND CO-INSURANCE

4.1 Deductible Amount

Your annual deductible amount is listed on the declarations page and applies during each Policy Period. We subtract that deductible from Covered Expenses before calculating Your Co-insurance.

4.2 Co-Insurance Amount

After the deductible is met, You are responsible for Your portion of the Covered Expenses listed on the declarations page as Your Co-insurance in addition to any amounts not covered by the policy. We then pay Our portion of the Covered Expenses subject to any applicable maximum.

5. CLAIMS

5.1 Submit a Claim

So We can process Your claim as quickly as possible, include the following information with Your claim:

- Your name, address, contact information and signature on the claim form
- a description of the Condition and Treatment You are claiming for
- all applicable receipts including an itemized breakdown of the fees incurred.

Failure to provide complete information may result in:

- denial of your claim
- Your having to submit a new claim with all required details.

Claim forms are available online or you may request one by calling Us.

To make a claim, You or an authorized representative from Your Veterinarian's office fills in the claim form. Forward the form together with the itemized invoices for the costs involved. You can submit these by email, fax, or by mail.

You must submit Your claim within 270 days from the date of service.

5.2 Other Claim Procedures

When You submit a claim, You authorize Us and Our Administrator to access all medical information that We need to assess Your Pet's health. For example, we may ask you for the name and contact information of any Veterinarian that has ever seen or treated Your Pet.

You must also provide proof of identity for Your Pet when We request.

If You choose, Your Veterinarian can submit a claim on Your behalf. If You so indicate on Your claim form, We can pay the Veterinarian directly.

Payment of one claim does not guarantee that We will pay additional claims.

5.3 Our Rights

If We pay a claim contrary to this policy's terms and conditions, that payment does not waive Our rights to apply those terms and conditions to any paid or any future claim. We also have the right to recover from You any claim amount incorrectly paid.

6. RESOLVE A DISPUTE

If You want to dispute a settled claim or other action, follow the steps below.

Step One:- Read this policy carefully.

Step Two:- To discuss Your question or dispute, contact the Customer Satisfaction Department during regular business hours.

Step Three:- if Your question or dispute is not resolved in steps one and two, You must submit an appeal request in writing. In Your written appeal request, please include:

- reason for Your dispute
- claim numbers, medical records and supporting documentation if Your dispute involves a claim
- other pertinent information that supports Your position

You will receive a written decision from the Appeals Resolution Team within 30 days from the date all information necessary to investigate and review Your Appeal is received.

A second appeal will be considered if it is submitted with and supported by additional veterinary documentation not previously reviewed.

7. WHAT HAPPENS WHEN THIS POLICY IS REISSUED

7.1 Automatic Annual Policy Reissuance

Unless You notify Our Administrator that You want to cancel or We advise that Your policy will not be reissued, We will automatically re-issue Your policy at the end of each 12-month Policy Period. Coverage shall be reissued upon the same terms and conditions set forth in this policy unless We provide You written notification of premium or coverage changes.

Coverage and rates are subject to change at Reissuance. Your reissued declarations page will specify the coverage and rates that apply. In the event of a change, a notice will be provided at least twenty (20) days prior to such reissuance.

7.2 Non-Reissuance

We may decide to not reissue Your coverage at the end of any Policy Period. At least 60 days before Your coverage ends, We will send written notice that Your policy will not be reissued along with the basis for the decision to You at Your address as shown on the declarations page.

8. POLICY CANCELLATION

8.1 Money Back Guarantee

If You provide notice, in accordance with Section 8.2 below, that You wish to cancel within the first 30 days from each Policy Period effective date, We will refund the premium paid if no allowable or Covered Expenses have been applied to Your deductible or reimbursed.

If You submitted a claim during this time period, We will refund any premium in accordance with section 8.2 below.

8.2 When You Cancel

You must contact Our Administrator via email, telephone or in writing to advise Us of the future date when this policy is to cancel.

8.3 When We Cancel

We may cancel this policy as stated below by letting You know in writing of the date cancellation takes effect. This cancellation notice, together with Our reason for cancellation, will be provided to You, and if applicable, your producer at the last address known to us or shown by our records. Proof of mailing will be sufficient proof of notice:

- (a) When You have not paid the premium, or any installment of such premium, when due, We may cancel this policy by letting you know at least 10 days before the date cancellation takes effect.
- (b) We may cancel this policy for any reason other than the nonpayment of premium by letting You know at least 45 days before the date cancellation takes effect.

If You intentionally misrepresented or concealed any material fact relating to this insurance that would have affected Our decision to provide coverage, We may cancel, invalidate or rescind Your coverage. If so, a notice will be sent advising Your of Our decision.

Coverage is cancelled, invalidated or rescinded as of the effective date that We specify. This may include rescission backdated to the original Policy Period effective date.

8.4 Unearned Premium

If either You or We cancel this policy, We will send you a refund of any unearned premium within thirty (30) days of the effective date of cancellation. The unearned premium will be calculated on a pro rata basis. If premium payments are made by credit card or bank debit card, any premium refund due and owing will be credited to the credit card or bank account. Any uncollected premiums owed Us for coverage provided prior to the effective date of cancellation will be prorated and billed to you in accordance with the payment arrangement set forth on the declarations page.

9. GENERAL CONDITIONS

Action Against Us - To take any legal action against Us or Our Administrator under this contract, You must have complied with all terms and conditions of this policy, including procedures for claim under Section 5 and resolution of disputes under Section 6. You have 24 months from the claim settlement date to proceed with an action unless state law requires a longer period.

Change of Ownership - If We approve, Your Pet's coverage may be transferred when You transfer pet ownership by agreement or law.

Conformity to State Statutes - When any provision in this policy conflicts with the statutes of the state in which this policy is issued, that provision is amended to conform to such statutes.

Dual Coverage With Us - We will not insure Your Pet under more than one pet insurance policy during any Policy Period. If We find an insured has more than one such policy, coverage will be provided under the plan that has been in force for the longer period of time.

Other Insurance - If You have other insurance that provides similar primary coverage or is also excess covering the same covered loss, Our share of the claim is pro rata proportion that the applicable scheduled limit, or sub-limit under the policy bears to all other applicable excess or primary coverage. However, We will not pay more than the applicable scheduled Incident Limit or sub-limit. It is Your responsibility to notify Us in the event that other insurance is in force. Failure to do so may result in cancellation of this policy and forfeiture of benefits.

Installment Payment - If you elect to pay Your premium in monthly, quarterly or semi-annual installments, We will charge You the non-refundable Installment Fee listed on the declarations page. This fee is waived if You pay annually.

More Than One Policyholder - If there is more than one policyholder, any policyholder may cancel or change this policy. Such action is binding on all policyholders.

Pet Residence Restriction - Your Pet must reside with You at the primary address listed on the declarations page. It is Your responsibility to notify Us of any change in address. A change in Your primary address may result in a change to coverage availability and rates.

Policy Changes - If You wish to make changes to your coverage, please contact us. Any change is subject to underwriting and Our approval. Certain changes may result in a termination of Your existing policy. If You opt to change to a plan with lower benefits, the maximum benefit payable will be restricted to the Incident Limit in effect after the change. Upgrading your coverage requires cancellation of the current policy and issuance of a new policy. Conditions claimed prior to the issuance of the new policy will be pre-existing to the new coverage and the new policy will be subject to underwriting criteria in force at the time of application and waiting periods.

Promotional Items and Referrals - From time to time, at our option and in compliance with all applicable law, We may advertise special promotions or offer free gifts to show customer appreciation or for customer referrals if the person referred purchases a Policy. Examples of such items are discounts, gift cards, related services and merchandise. The value of the promotional item will not be more than twenty five dollars (\$25).

Territory - To be eligible under this policy, Covered Expenses must be incurred during the Policy Period within the United States, its territories (Guam, Puerto Rico, and the U.S. Virgin Islands) and Canada.

10. DEFINITIONS

Here is a list of definitions for capitalized terms used in the policy.

Accident - A sudden, unexpected or unintended action or event with a specific time and place that results in Injury to Your Pet

Administrator - The company administering the policy

Alternative Therapy - Treatment or medication that does not generally fall within the realm of conventional veterinary medicine including but not limited to the following types of therapy: acupuncture, chiropractic, holistic, homeopathic, hydrotherapy, physiotherapy or rehabilitative

Behavioral Problem - A Condition, either social or medical, that results from Your pet's action, inaction, or temperament that is abnormal, dysfunctional, or unusual, such as but not limited to aggression, excessive chewing or licking, or separation anxiety

Behavioral Therapy - Prescription medication, Treatment, training, or behavioral modification training aide(s) that is used to treat a Behavioral Problem

Condition - Illness, disease, Injury or change to Your Pet's health that may or may not show symptoms or have been diagnosed (including but not limited to diagnosed or undiagnosed pre-existing, hereditary or congenital conditions)

Covered Expenses - Usual and Customary Costs for expenses that are eligible for coverage under Your policy

Cured - The point at which a pet is free from a Condition

Effective Date - The date Your policy takes effect as identified on Your declarations page

End of Life Expenses - Expenses for euthanasia and cremation

Hereditary, Genetic or Congenital Condition - Illness, defect, disorder or disease that is present from birth, inherited by Your Pet or to which Your Pet is predisposed through hereditary or genetic factors. A list of these conditions is available upon request and on Our website

Illness - Any sickness, disease or medical Condition not caused by an Accident or Injury, or Behavioral Problem

Incident - All Treatments for a Condition including related, secondary or resultant Conditions regardless of whether the Condition requires multiple Treatments in multiple Policy Periods. Recurring, ongoing, and chronic Conditions will be considered one Incident. To be considered a separate Incident, one hundred and eighty (180) days must pass since Your pet's Condition is Cured and free from Treatment and Symptoms.

Incident Limit - Maximum amount payable for all Covered Expenses that result from one Incident as long as policy is continuously reissued and coverage is maintained during all eligible services

Injury - Bodily harm caused by an Accident while this policy is in force.

Occur or Occurrence - When signs or symptoms related to a Condition first become obvious, including when Your Pet first shows signs or symptoms related to a Condition that a Veterinarian could have diagnosed or treated.

Pet - Dog or cat described on the declarations page that You own and that resides with You

Policy Period - One year as specified on the declarations page

Pre-Existing Condition - Illness, disease, Injury, or change to Your Pet's health that first Occurs or shows Symptoms, whether treated or not, before coverage is effective or during a Waiting Period. This includes Conditions that are related to, secondary, or resultant from a Pre-Existing Condition. A Condition may be considered Pre-existing whether or not it was specifically diagnosed by a Veterinarian, was treated by a Veterinarian, was in remission at the time of application, is seasonal in nature even if in remission at the of application, or is currently or previously being controlled by medication(s).

Usual and Customary Costs - Typical fees or costs that like Veterinarians charge in Your territory based on available Veterinary fee information and proprietary data

Reissue or Reissuance - Date at the end of each 12-month Policy Period on which Your existing Policy Period expires and a new Policy Period begins.

Symptom - Any change in Your Pet's state of health, normal function, behavior or appearance

Treatment - Care that Your Veterinarian administers. This includes but is not limited to anesthesia, consultations, examinations, hospitalization, laboratory tests, nursing, MRI or CT scans, surgery and X-rays

Veterinarian - Licensed veterinarian, veterinary technician, assistant or authorized representative under the veterinarian's supervision

Veterinary - Directly related to professional care that a Veterinarian provides.

We, Us and Our - Underwriting insurance company, United States Fire Insurance Company

Wellness Care - Treatment or diagnostics that are customarily considered preventive in nature where there is no underlying Illness or Injury. May include but is not limited to wellness examinations, coronavirus vaccines, canine distemper (also referred to as "DHLPP" for distemper, hepatitis, leptospirosis, parvo, and parainfluenza) or feline distemper (also referred to as "FVRCP" for feline viral rhinotracheitis, calicivirus, and panleukopenia) combination vaccines or titers, fecal tests, heartworm tests, rabies vaccines, spaying or neutering, bordetella vaccines, dental cleaning, feline infectious peritonitis vaccines, feline leukemia tests and vaccines, canine lyme disease vaccines, flea and heartworm preventive medications, and microchipping

You, Your, Yours - Person or persons named on the declarations page