

# PET HEALTHCARE POLICY ACCIDENT ONLY

## Terms and Conditions

In return for having accepted **your** application for coverage and **your** premium **we** will provide insurance as described in this **policy**, including any endorsements referred to in **your declarations page**.

Various provisions in this **policy** restrict coverage. Please read the entire **policy** carefully to determine rights, duties and what is and is not covered.

### I. DEFINITIONS:

Any word or expression to which a specific meaning has been attached will have the same meaning throughout this **policy**. For ease of reading the definitions are highlighted by the use of bold print.

**Accident** means a sudden, unexpected and unintended event which is identifiable and caused solely by an external physical force resulting in **injury to your pet**.

**Coinsurance** means **your** share of the claim which **you** are responsible for after meeting the **deductible**. The **policy** is issued on a **coinsurance** basis.

**Declarations Page** is the page sent to **you** as the **policy holder** with specific information about the **policy** such as but not limited to: effective date, expiration date and the amount of **deductible** and **coinsurance**.

**Deductible** is the portion of a covered loss **you** pay before **we** become responsible for benefits under the **policy**. The amount and frequency of the **deductible** is shown on the **declarations page**.

**Incident** means a specifically identifiable **accident, injury, or illness**. Recurring, related and/or chronic conditions shall be considered as one **incident**.

**Injury** means physical damage or trauma caused by an **accident**.

**Medically Necessary** means medical services, supplies or **treatments** provided by a **veterinarian** to treat covered pets which are: a) consistent with symptoms or diagnosis; b) appropriate and accepted according to good veterinary practice standards; c) not primarily for the convenience of the pet owner, **veterinarian** or other providers; and d) consistent with the most appropriate supply or level of services which can be safely be provided to the pet.

**Pet** refers to the animal listed on the **declarations page**.

**Policy** means the terms and conditions and most recent **declarations page** which includes any endorsements that apply.

**Policy Period** means the time period specified on the **declarations page** beginning on the effective date and ending on the expiration date. All effective and expiration dates are as of 12:01 AM in the time zone of the **policy holder**.

**Pre-existing Condition** means any disease, **illness** or **injury** which occurred or existed prior to the original effective date of the **policy**.

**Prescription Medications** means any medicine or drug that is dispensed only with a written prescription from a **veterinarian**.

**Preventive Care** means **treatment** intended for the prevention of an **illness** or condition as opposed to **treatment** of a specifically identifiable **accident, injury, illness** or condition which occurs during the **policy period**.

**Reasonable and Customary Charges** mean the typical fees charged by veterinarians for a particular **treatment**, service or product in the general geographic area where **your pet** received **treatment**.

**Treatment** means any examination, consultation, advice, service, diets, tests, x-rays, medication (prescribed or not prescribed), surgery, nursing and care provided or prescribed by a licensed **veterinarian**.

**Veterinarian** means a physician for animals and a practitioner of veterinary medicine. **Veterinarian** shall not include a member of the pet owner's immediate family.

# PET HEALTHCARE POLICY

## ACCIDENT ONLY

**We/Us/Our** (also **Insurer**) means the company administering the insurance.

**You/Your** (also **Policy Holder**) refers to the individual named as the **policy holder** on the **declarations page**.

### II. COVERAGE LIMITS:

Coverage is provided for **accidents** occurring to **your pet** during the **policy period**. The most **we** shall pay for an **injury** shall not exceed the amount shown on the **declarations page** as per-incident maximum. The most **we** shall pay during the **policy period** for all covered costs that result from a covered **injury** shall not exceed the amount shown on the **declarations page** as **policy** limit.

### III. COVERAGES (what is covered):

Unless excluded elsewhere in this **policy**, **we** will allow for the **reasonable and customary charges you** incur for veterinary fees that result from a covered **injury** to **your** listed **pet**. In the case of ongoing **treatment**, at **policy** renewal, covered services will be processed subject to the **coinsurance** and per-incident maximums of the **policy** in effect at onset of **incident**.

1. **Foreign Body Ingestion:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** to remove a foreign body that the insured's pet has ingested to the maximum benefits of the **policy**. The foreign body must be removed by surgery or by endoscopy.
2. **Motor Vehicle Accident/Hit By Car:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** should **your pet** be involved in any form of a motor vehicle accident and requires medical treatment.
3. **Fractures:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for a bone fracture caused by an **accident**. This excludes fractures that occur due to a motor vehicle accident. A fracture is defined as a break in the bone. This does not include teeth. This claim will only be payable once a final diagnosis has been determined.
4. **Poison Ingestion:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for poison ingestion. Visual identification of the toxin ingestion, toxin-specific clinical signs or resolution, only after the toxin-specific **treatment** is needed.
5. **Lacerations and Bite Wounds:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for lacerations and bite wounds caused by an **accident**. This does not include lacerations due to a motor vehicle accident.
6. **Burns:** The **Insurer** will pay the Insured for the allowable cost of the needed **treatment** for a burn caused by an **accident**. This does not include any burns caused by a motor vehicle accident.
7. **Allergic Reactions to Insect Bites and Snake Bites:** The **Insurer** will pay for the allowable cost of the needed **treatment** for an allergic reaction to an insect bite, sting and snake bite; does not include flea and tick reactions.
8. **Accidental Choking or Drowning:** The **Insurer** will pay for the allowable cost of the needed **treatment** for choking or drowning due to an **accident**.
9. **Head Trauma:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for head trauma caused by an **accident**. Visual identification must take place of the **injury**. This does not include head trauma due to a motor vehicle accident.

### IV. EXCLUSIONS (what is not covered):

1. Veterinary or any other fees to treat an **illness** regardless of cause.
2. Veterinary or any other fees to diagnose or treat any **pre-existing illness, injury** or condition which existed prior to the original **policy period**.
3. Intentional, neglectful or preventable acts by **you** or a member of **your** household that results in **illness** or **injury** to **your pet**.

## PET HEALTHCARE POLICY ACCIDENT ONLY

4. The cost of any elective **treatment**, including but not limited to; vaccine titers, cosmetic dentistry, docking of tails, cropping of ears, microchips, removal of dewclaws, removal of eyelashes, declawing, or tenectomy that **you** choose to carry out that is not directly related to a current covered **injury**.
5. Whelping or to any treatment in connection with pregnancy, giving birth or nursing.
6. Grooming and nail clipping expenses and any **injuries** arising as a result of these procedures.
7. Veterinary administration fees, any charged by a **veterinarian** to complete a claim form, traveling expenses incurred either by the policyholder or their **veterinarian**; house calls, hospitalization, ambulance charges, unless the **veterinarian** confirms that they are **medically necessary**.
8. Prescribed diets including weight loss, food, vitamins and nutritional supplements.
9. Alternative medicine including holistic, herbal, homeopathic, acupuncture or chiropractic **treatments**.
10. Cruciate ruptures or tears regardless of cause.
11. **Treatments** associated with behavioral problems whether or not the direct result of a covered **incident**.
12. Dental procedures, except as specifically provided. Gingivitis and progressive periodontal disease caused by the accumulation of tartar is not a covered expense. Root canals, caps and crowns are not covered services.
13. Any medical procedure or service that is characterized as experimental or investigational.
14. **Injuries** resulting from the use of **your pet** for guard security, organized fighting, coursing or track racing.
15. Any items not listed under the "What is covered" section or any items related to a specific exclusion.
16. **Preventive Care** and/or routine **treatment** intended to maintain the good health of **your pet**.
17. Euthanasia except in the case of humane destruction to alleviate incurable and inhumane suffering.

### V. DEDUCTIBLE AND COINSURANCE:

#### A. Deductible

**You** are responsible for meeting the **deductible** (amount shown on the **declarations page**) before the **coinsurance** will be applied to covered services. **Deductible** amounts have to be filed by claim with **us**. The amount and frequency of the **deductible** is shown on the **declarations page**.

#### B. Coinsurance

The **policy** is issued on a **coinsurance** basis, where, in the event of a covered **incident**, **your** contribution towards the cost of the allowable and covered **treatments** provided by a **veterinarian** will be the percentage shown on the **declarations page** as **coinsurance** after **you** have met the applicable **deductible**.

### VI. GENERAL CONDITIONS:

1. Territory: This **policy** only applies to losses that occur and are treated within the United States, its territories and possessions, and Canada. No coverage exists for an **incident** or **treatment** that occurs outside of the above territories.
2. Other Insurance: If a claim arises under this insurance and there is any other insurance providing coverage to the **policy holder's pet**, this **policy** shall be deemed to be excess insurance. This **policy** will only respond to any claim costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, always subject to the terms and conditions of this **policy**.

## **PET HEALTHCARE POLICY ACCIDENT ONLY**

3. Ownership: It is represented that **you** are the owner of **your pet**.
4. Transferability: Coverage for **your pet** will cease if ownership is transferred by agreement or law.
5. Conformity to State Statutes: If any **policy** provisions contained herein conflict with the statutes of the state in which this **policy** is issued, the provisions shall be considered amended to conform to the requirements of that State.

### **VII. CANCELLATION AND NONRENEWAL:**

#### **A. Cancellation and Nonrenewal**

1. The **policy holder** shown in the **Declarations** may cancel this **policy** by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this **policy** by mailing or delivering to the **policy holder** written notice of cancellation at least:
  - a) 20 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
  - b) 60 days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver our notice to the **policy holder's** last mailing address known to **us**.
4. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
5. If this **policy** is cancelled, **we** will send the **policy holder** any premium refund due. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Return of Premium: If **we** cancel the **policy**, for any reason, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata basis. If **you** cancel the **policy**, for any reason not stated in Section B, Free Look Period, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.
8. Misrepresentation and Fraud: This **policy** may be voided if **you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the animal(s) covered; or in case of fraud or attempted fraud by **you** concerning any matter relating to this insurance or the animal(s) covered.

#### **B. 'Free Look' Period:**

When **you** receive the **policy** documents, if **you** are not satisfied with the **policy**, return it to **us** within 30 days of the coverage effective date. **We** will then cancel **your** insurance and refund **your** premium in full, as long as **you** have not submitted a claim. If **you** cancel the **policy** after submitting a claim, or 30 days from the inception date, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.

### **VIII. Claims Conditions:**

## PET HEALTHCARE POLICY ACCIDENT ONLY

1. In the event **you** incur a loss **you** must do the following things:
  - Notify **us** by filing a completed claim form with **us** as soon as practicable and not later than 180 days after the first date of **treatment**. Claims filed 181 days after the first date of **treatment** will be denied.
  - Provide to **us** invoices from **your** treating veterinarian itemizing the services performed, products provided and the itemized charges for **treatment**.
  - Provide to **us** the name, address and signature of the treating **veterinarian** on the claim form.
  - **We** have the right to request further information either directly from a **veterinarian** or from **you** to investigate any claim.
  - **We**, at our expense, have the right to have any covered pet examined by a **veterinarian** of our choice as often as reasonably necessary while a claim is pending.
2. 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**.
3. Right of Recovery: Payments made by **us** which exceed the amounts owed (after allowance for **deductible** and **coinsurance** clauses, if any) and payable hereunder, shall be recoverable by **us** from or among any persons, firms, or corporations to or for whom such payments were made.
4. Fraudulent claims: If **you** or anyone acting on **your** behalf submits a fraudulent claim, all pending and future benefits under the **policy** will be forfeited with respect to **your policy**.
5. Action against **us**: No action can be taken against **us** unless **you** have complied with all of the terms and conditions of this **policy** and until ninety-one (91) days after proof of loss is filed and the amount of loss is determined as provided in this **policy**. **You** will have 36 months from the date of loss to take legal action against **us** with respect to recovery of a claim under this **policy**.
6. Cooperation Clause: **You** must cooperate with **us** in the investigation or settlement of any claim.

In Witness Whereof, the company has caused this **policy** to be executed and attested and countersigned by a duly authorized representative of the company.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

of the Company identified in the Declarations

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