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MY PET PROTECTION CHOICE℠ COVERAGE FORM

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1. AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, **we** agree with **you** as follows:

2. DEFINITIONS

We define words or phrases in this policy. **We** identify these terms with bold typeface. Any veterinary medical terms or phrases not defined in this policy will be interpreted as defined in the most recent edition of Studdert, Virginia P.; Gay, Clive C.; Hinchcliff, Kenneth W. *Saunders Comprehensive Veterinary Dictionary.* Elsevier Health Sciences.

A. Accident is an unexpected event that results in physical **injury** to **your pet**.

B. Bilateral condition is a medical **condition** that can affect or involve one or both sides of the body (including, but not limited to hip/elbow dysplasia, cruciate ligament disease, patellar luxation) or one or both members of a paired organ system (including, but not limited to ears, eyes, kidneys).

C. Chronic condition means a **condition** that can be treated or managed, but not **cured**.

D. Clinical sign means an observable manifestation of a disease, **injury**, or abnormal physiological or behavioral state (e.g. as identified during a **veterinarian's** examination of the pet, indicated by any diagnostic testing, recorded in a pet's medical record, or observed by any individual).

E. Condition means an **illness** or **injury** that **your pet** contracts or incurs that may result in **veterinary expenses**, for **treatment** or procedures required to manage the **condition**.

F. Congenital anomaly or **disorder** means a **condition** that is present from birth, whether inherited or caused by the environment, which may cause or otherwise contribute to **illness** or disease.

G. Covered veterinary expenses means reasonable and necessary **veterinary expenses** that **you** incur within the policy term for **veterinary services** that are eligible for payment under this policy.

H. Cranial cruciate ligament disease is a progressive, degenerative, **bilateral condition** causing rear limb lameness, pain, or joint effusion in the knee(s). It is associated with complete or partial ligament tear/rupture with or without damage to the menisci.

I. Cured means the **condition** is eliminated and has no effect on the **pet** so that the **pet** is fully restored to normal health without any further **treatment** or management.

J. Developmental defect means an abnormality of a body structure or function that is a result of faulty development, whether apparent or not, that can cause **illness** or disease.

K. Disposable medical supplies (DMS) means only supplies that provide therapeutic **treatment** or at home monitoring of an eligible **condition** and are listed in this definition. The supplies must be **prescribed** by **your veterinarian**. Only the following items are eligible for coverage: glucose test strips, syringes, urine test strips, fluid administration sets, and bandaging supplies.

L. Drug means a medication or other substance administered as an injectable, orally, topically, rectally, or through inhalation and has been approved by, or is undergoing clinical trials with, the Food and Drug Administration (FDA) or the Environmental Protection Agency (EPA) to treat an eligible condition. Drug does not include non-prescription medications and substances. Drug does not include DMS or DME as defined in the policy.

M. Durable medical equipment (DME) means only equipment that provides therapeutic **treatment** or at home monitoring of an eligible **condition** and is listed in this definition. The equipment must be **prescribed** by **your veterinarian** and not primarily serve as a comfort or convenience item.

Only the following items are eligible for coverage: wheelchair/mobility cart (an attached wheeled device that provides self-mobility to a pet who otherwise would be incapacitated), therapeutic garments (e.g., Thundershirts), protective boots (e.g., DogLeggs, Medipaw), recovery suits and sleeves for post-operative and wound protection (e.g., Medipaw, Suitical), e-collars, slings, eye protection (e.g., Doggles), glucometers, and Holter monitors.

N. Family member means a person living in **your** household or a person who is related by blood, marriage or adoption whether living in **your** household or not.

O. Hereditary disorder means an abnormality that is genetically transmitted from parent to offspring and may cause **illness** or disease.

P. Illness means any **condition** including but not limited to **conditions** associated with disease.

Q. Injury means physical damage to **your pet's** body caused by an unforeseen physical action or force outside **your pet's** body.

R. Intervertebral disc disease (IVDD) is the medical condition affecting or involving the intervertebral disc(s) and may result in pain or neurological deficits resulting from inflammation or displacement of part or all of the intervertebral disc anywhere along the entire spinal cord.

S. Medical management means ongoing **treatment** or monitoring of a previously diagnosed **chronic condition** that is not currently present, but at risk for recurrence.

T. Nutritional supplement means oral or injectable dietary supplements, including vitamins and nutraceuticals, **prescribed** by **your veterinarian** to treat a **condition** that is covered by this policy.

U. Pet means the animal identified on the Declarations Page of this policy.

V. Pet insurance means property insurance that provides coverage for **accidents** and **illnesses** of pets.

W. Pre-existing condition means a **condition** for which any of the following are true prior to the effective date of a pet insurance policy or during a waiting period: A. A **veterinarian** provided medical advice regarding the condition; B. The pet received previous treatment for the condition; or C. Based on information from verifiable sources, the pet had signs or symptoms directly related to the condition for which a claim is being made.

X. Prescribe or **prescribed** means a **drug** or **treatment**: (1) directly provided by **your veterinarian**; or (2) authorized in writing by **your veterinarian**.

Y. Prescription pet food means a therapeutic diet commercially formulated, tested, and manufactured with guaranteed analysis and safety standards to aid in the **treatment** of a specific medical **condition** diagnosed in **your pet** by **your veterinarian**.

The **prescription pet food** must be available exclusively by prescription from a **veterinarian** and **prescribed** solely to treat or medically manage a **condition your pet** has that is covered by this policy. Therapeutic diets have nutrient levels that are appropriate for treating certain diseases, but could be unsafe for healthy **pets**, so monitoring is required for coverage to continue. **Your veterinarian** must recommend, document, and monitor usage of the **prescription pet food** for **your pet**.

In order to be covered, the following information must be provided to **us**: prescription date, **pet** name, age, breed, **condition** being treated, type and brand of **prescription pet food**, daily amounts to be fed, and number of refills.

Z. Spouse means **your** husband, wife or domestic partner under the law of **your** state of residence, who lives with **you** at the address shown on the Declarations Page of this policy.

AA. Treatment can include procedures, medications, supplements, dietary management as well as other therapies as **prescribed** by **your veterinarian** for a specific medical **condition**.

BB. Veterinarian means a legally licensed veterinary medical practitioner.

CC. Veterinary expenses means the costs associated with medical advice, diagnosis, care, or **treatment** provided by a **veterinarian**, including, but not limited to, the cost of **drugs**, **disposable medical supplies**, or **durable medical equipment prescribed** by a **veterinarian**.

DD. Veterinary services means medical advice, diagnosis, care, or **treatment** provided by a **veterinarian** within a valid veterinarian-client-patient relationship (per applicable state or federal regulations). This may include, but is not limited to, the act of **prescribing drugs**, **disposable medical supplies**, **durable medical equipment**, **nutritional supplements**, or **prescription pet food**. **Veterinary services** may also be provided by a **veterinary**

technician or other medical professional who is employed by **your veterinarian** while under the direct supervision of **your veterinarian**.

EE. Void means to declare that this policy is no longer in force or effect.

FF. Waiting period means the period of time specified in a **pet insurance** policy that is required to transpire before some or all of the coverage in the policy can begin.

GG. We, **us**, or **our** means the company providing this insurance.

HH. You or **your** means the **pet** owner listed on the Declarations Page of this policy.

3. BASE COVERAGE:

ACCIDENT

We will pay **covered veterinary expenses** that **you** incur during the policy term for the diagnosis, and/or **treatment** of accident-related **injuries** to restore **your pet's** health. Cruciate and/or meniscal issues (regardless of cause) are not eligible for benefits under **accident** coverage. **Veterinary services** for **your pet's condition** must occur while this policy is in effect. Benefit payments are subject to all provisions – including exclusions, limitations, and conditions – contained in this insurance policy, any endorsements, and **your** Declarations Page.

Accident coverage is mandatory to be eligible for optional coverages (e.g. **illness**, behavioral, **prescription pet food** and **nutritional supplements**, congenital and hereditary, and cruciate) .

4. OPTIONAL COVERAGES:

A. ILLNESS

We will pay **covered veterinary expenses** that **you** incur during the policy term for the diagnosis, and/or **treatment** including **medical management** of **your pet's condition** for **illnesses** covered by this policy. **Veterinary services** for **your pet's condition** must occur while this policy is in effect. Benefit payments are subject to all provisions – including exclusions, limitations, and conditions – contained in this insurance policy, any endorsements, and **your** Declarations Page.

Illness related **veterinary expenses** are only covered if **illness** coverage is shown on the Declarations Page of this policy, and only available up to the limit shown on the Declarations Page

Illness coverage is mandatory to be eligible for other optional coverages (e.g. behavioral, **prescription pet food** and **nutritional supplements**, congenital and hereditary, cruciate) .

B. BEHAVIORAL - CANINE AND FELINE

We will pay **covered veterinary expenses** that **you** incur during the policy term for the diagnosis, **treatment**, training, or therapy **prescribed** by **your veterinarian** for behavioral problems covered by this policy. **Veterinary services** for **your pet's condition** must occur while this policy is in effect. Benefit payments are subject to all provisions – including exclusions, limitations, and conditions – contained in this insurance policy, any endorsements, and **your** Declarations Page.

Behavioral related **veterinary expenses** are only covered if behavioral coverage is shown on the Declarations Page of this policy, and only available up to the limit shown on the Declarations Page.

Behavioral coverage is only available for canines and felines.

C. PRESCRIPTION PET FOOD AND NUTRITIONAL SUPPLEMENTS - CANINE AND FELINE

We will pay for the **prescription pet food** and **nutritional supplements** used to treat or manage a **condition** and **prescribed** by a **veterinarian**, covered by this policy. **Veterinary services** for **your pet's condition** must occur while this policy is in effect. Benefit payments are subject to all provisions – including exclusions, limitations, and conditions – contained in this insurance policy, any endorsements, and **your** Declarations Page.

Prescription pet food and **nutritional supplements** are only covered if **prescription pet food** and **nutritional supplements** coverage is shown on the Declarations Page of this policy, and only available up to the limit shown on the Declarations Page.

Prescription Pet Food and Nutritional Supplements coverage is only available for canines and felines.

D. CONGENITAL AND HEREDITARY - CANINE AND FELINE

Congenital

We will pay **covered veterinary services or veterinary expenses** that **you** incur during the policy term for the diagnosis, and/or **treatment** of a **congenital anomaly** or **disorder** or **developmental defect** or a **condition** caused by or resulting from the **congenital anomaly** or **disorder** or **developmental defect.**

Hereditary

We will also pay **covered veterinary services** or **veterinary expenses** that you incur during the policy term for the **diagnosis**, and/or **treatment** of **hereditary disorders** or **conditions** caused by or resulting from **hereditary disorders** only if **Congenital** and **Hereditary coverage** is shown on the Declarations Page of this policy, and only available up to the limit shown on the Declarations Page.

Congenital and Hereditary

Congenital and **Hereditary coverage** will only apply to **your pet** if this coverage is shown on the Declarations Page of this policy, and is only available up to the limit shown on the Declarations Page

No coverage will be afforded for any **congenital anomaly** or **disorder** or **developmental defect or hereditary disorder** determined to be a **pre-existing condition**.

Veterinary services or **veterinary expenses** for **your** pet's **condition** must occur while this policy is in effect. Benefit payments are subject to all provisions – including exclusions, limitations, and conditions – contained in this insurance policy, any endorsements, and **your** Declarations Page.

Congenital and Hereditary coverage is only available for canines and felines.

E. CRUCIATE - CANINE AND FELINE

We will pay **covered veterinary expenses** that **you** incur during the policy term for the diagnosis, and/or **treatment** of cruciate ligament, meniscal damage, or rupture, covered by this policy. **Veterinary services** for **your pet's condition** must occur while this policy is in effect. Benefit payments are subject to all provisions – including exclusions, limitations, and conditions – contained in this insurance policy, any endorsements, and **your** Declarations Page.

Cruciate related **veterinary expenses** are only covered if cruciate coverage is shown on the Declarations Page of this policy, and only available up to the limit shown on the Declarations Page. This coverage is only available for enrollment 12 months after the initial policy inception date. **You** must contact **us** to apply for this additional coverage during **your** policy renewal period.

Cruciate coverage is only available for canines and felines.

F. WELLNESS- CANINE & FELINE

Wellness is only covered if it is shown on the Declarations Page of this policy. **We** will pay **covered veterinary expenses** that **you** incur during the policy term for wellness coverage less the applicable co-insurance listed on **your** Declarations page up to the limit listed on the benefit schedule table below. Wellness **veterinary services** for **your pet** must occur while this policy is in effect. Benefit payments are subject to all provisions including exclusions, limitations, and conditions contained in this insurance policy, any endorsements, and **your** Declarations Page.

Veterinary services covered by wellness coverage depend on **your pet's** species and the options shown on **your** Declaration Page. These **veterinary services** are only covered under wellness if they are performed as part of a wellness or preventive protocol and not associated with a medical **condition**.

Routine dental prophylaxis/teeth cleaning is covered if it is not associated with a medical **condition** or a **pre-existing condition**. Wellness dental coverage does not include **treatments** or procedures to address periodontal disease, subgingival infection, or any other medical dental **condition**.

Wellness Level 1 and Wellness Level 2 coverages are available for canines and felines only.

Covered veterinary services for each option are shown in the table below:

	Level 1	Level 2
Term	12 months	12 months
Physical exam:	$80.00 Two exams per policy term $40.00 maximum per exam	$80.00 Two exams per policy term $40.00 maximum per exam
Vaccination or Titer	$80.00	$80.00
Heartworm or FeLV/FIV test	$35.00	$35.00
Fecal test	$30.00	$30.00
Deworming	$25.00	$25.00
Microchip	$50.00	$50.00
Health Certificate	$50.00	$50.00
Flea control or Heartworm prevention	$100.00	$100.00
One additional test: (1) Health screen (blood test) (2) Radiographs (x-rays) (3) Electrocardiogram (EKG)	Not covered	$100.00 One test per policy term
Spay/Neuter or Dental Cleaning (not available within first 90 days of initial term)	Not covered	$250.00

G. WELLNESS- AVIAN

Wellness is only covered if it is shown on the Declarations Page of this policy. **We** will pay **covered veterinary expenses** for physical exams, parasite/fecal test, parasite prevention **treatment**, beak trim, nail trim, wing trim, CBC, culture, panel or titer that **you** incur during the policy term for wellness coverage up to the limit listed on **your** Declarations Page less the applicable co-insurance.

Wellness **veterinary services** for **your pet** must occur while this policy is in effect. Benefit payments are subject to all provisions – including exclusions, limitations, and conditions – contained in this insurance policy, any endorsements, and **your** Declarations Page..

Veterinary services covered by wellness coverage depend on **your pet's** species and the options shown on **your** Declaration Page. These **veterinary services** are only covered under wellness if they are performed as part of a wellness or preventive protocol and not associated with a medical **condition**.

Wellness– Avian option is only available for Avian species.

5. ADDITIONAL COVERAGES

When applicable**, we** will pay each of the Additional Coverage benefits listed below only once per policy term, up to the limits of the Additional Coverage amounts listed within sections **5.A.** through **5.D.** The additional coverage provided in this section does not increase the maximum amount payable in each policy term as listed on **your**

Declarations Page under the **accident** coverage limit. Benefit payments will be subject to **your** co-insurance percentage and deductible as shown on the Declarations Page of **your** policy A veterinarian-client-patient relationship is not required for the additional coverages listed in **5.A** through **5.D**.

A. Boarding or Kennel Fees

We will pay for costs **you** incur during the policy term associated with boarding **your pet** at a licensed kennel to look after **your pet** while **you** or a **family member** is hospitalized because of sickness or disease. This coverage is limited to a maximum annual benefit of five hundred dollars ($500). **You** must submit certification of hospitalization from the attending physician and/or hospital that treated **you** or **your family** member; and submit the itemized receipt from the licensed kennel including proof of payment.

We will not pay any benefits if **you** or **your family member** is admitted to a hospital for less than forty-eight (48) hours.

B. Advertising and Reward

We will pay for costs **you** incur for advertising or offering a reward if **your pet** is stolen or strays during the policy term. This coverage is limited to a maximum annual benefit of five hundred dollars ($500). **You** must send **us** a completed claim form along with all itemized receipts for costs associated with advertising and reward.

We will not pay any benefits for any reward not supported by a signed receipt giving the full name, phone number and address of the person who found **your pet.**

We will not pay any benefits where the qualifications listed below are met**.**

i. any reward paid to any resident of **your** household, a **family member.**
ii. a person employed by **you or** known by **you**.
iii. or any reward resulting from **your** neglect or deliberate concealment of **your pet.**

C. Loss Due to Theft or Straying

We will pay the price **you** paid for **your pet,** up to the maximum benefit of five hundred dollars ($500) if **your pet** is stolen or goes missing during the policy term and is not found within sixty (60) 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** one hundred fifty dollars ($150). **Your** policy will be cancelled, and **we** will refund any unearned premium on a prorated basis. **You** must send **us** a completed claim form including the original receipt for the price **you** paid for **your pet** if **your pet** has not been found within sixty (60) days.

We will not pay any benefits if **you,** or the person looking after **your pet,** freely parts with **your pet.**

D. Mortality Benefit

We will pay covered veterinary expenses that you incur during the policy term for fees associated with the death of **your** pet due to injury or illness. We will pay for the price **you** paid for **your pet** up to the maximum benefit of one thousand dollars ($1,000). 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** one hundred fifty dollars ($150). **Your** policy will be cancelled, and **we** will refund any unearned premium on a prorated basis. **You** must send **us** a completed claim form including the original receipt for the price **you** paid for **your pet.**

We will not pay for the price **you** paid for **your pet** if:

i. **your** dog was eight years of age or older at the time of death and died or was euthanized due to an **illness**.
ii. **your** cat was ten (10) years of age or older at the time of death and died or was euthanized due to an **illness.**
iii. or **your veterinarian** is not able to verify the death of **your pet** or sign the claim form.

6. POLICY TERM

This policy is effective during the dates and times shown on **your** Declarations Page. This policy only applies to **covered veterinary expenses** that **you** incur during the policy term due to **your pet's condition** that occurs while this policy is in effect.

7. BENEFIT PROVISIONS

A. **We** list **your** deductible, coinsurance percentage, and sublimits by each coverage category on **your** Declarations Page. **Your** deductible applies once in each policy term. **We** will not pay more than the sublimits shown on **your** Declarations Page.

B. **We** list **your** annual term limit, if applicable, on **your** Declarations Page. **Your** annual term limit applies to each policy term. **We** will not pay more than the annual term limit in each policy term. **Your** annual term limit includes all applicable **accident, medical** and optional coverages except Wellness coverages combined.

C. **We** will pay **covered veterinary expenses** that **you** incur during the policy term, subject to **your** coinsurance percentage and deductible, sublimit and annual term limit, if applicable. **We** will not pay any amount unless **your covered veterinary expenses** exceed **your** deductible. **We** will apply **your** coinsurance percentage to the expenses and then the deductible. If **your** deductible is exceeded, we will pay the resulting amount up to the limits shown on **your** Declarations Page.

D. **We** will pay **covered veterinary expenses** that **you** incur during the policy term, associated with end-of-life services. End of life services include euthanasia, cremation fees including urns, burial fees including plot fees and caskets, aqua cremation, paw prints, necropsy.

These **veterinary expenses** will be covered even if associated with a **pre-existing** or ineligible **condition** and are subject to a maximum of $250. No coinsurance or deductible is applicable to this coverage.

E. Wellness – Canines & Felines are subject to a benefit schedule as shown in Section 4F. **We** will pay **covered veterinary expenses** that **you** incur during the policy term, up to the limits shown in the benefit schedule, subject to the applicable co-insurance as listed on **your** Declarations Page.

F. Wellness –Avian **We** will pay **covered veterinary expenses** that **you** incur during the policy term, up to the limit and less the applicable co-insurance listed on **your** Declarations Page.

G. **We** will pay for **covered veterinary expenses** that **you** incur during the policy term for accident-related **illness**, under the **accident** coverage, whether **you** have **illness** coverage or not.

If these **veterinary expenses** exceed **your accident** coverage limit, **we** will pay for the remaining **veterinary expenses** from **your illness** coverage if any is shown on **your** Declarations Page.

8. WHAT WE DO NOT COVER – EXCLUSIONS

We will not pay for:

A. Any **veterinary services** or **veterinary expenses** related to a **pre-existing condition**.

B. **Veterinary services** or **veterinary expenses** related to any **treatment** that was performed prior to the effective date of this policy.

C. Diagnosis or **treatment** of any complication or progression of any **condition** or procedure excluded by this policy.

D. Diagnosis or **treatment** of any **condition** caused intentionally by **you** or any other **family member.**

E. Any **veterinary services** or **veterinary expenses** related to a **bilateral condition** that is found to be a **pre-existing condition,** any **veterinary services** or **veterinary expenses** related to the opposite side shall be excluded, even if the opposite side had no **clinical signs** of being affected or involved**.**

For example, if **cruciate ligament disease** affecting or involving the left hind leg was present prior to the policy effective date, we will not pay for any **veterinary services** or **veterinary expenses** related to **cruciate ligament disease** in either the left or the right hind leg.

This exclusion for **bilateral conditions** supersedes all Optional Coverages to this policy.

F. Any **veterinary services** or **veterinary expenses** related to **intervertebral disc disease** that is a **pre-existing condition** affecting or involving a given location within the spine are excluded**.** Including new locations

impacted within the spine, even if the new location had no previous clinical signs of being affected or involved**.**

For example, if **intervertebral disc disease** affecting a single location within the spine was present prior to the policy effective date, we will not pay for any **veterinary services** or **veterinary expenses** related to **intervertebral disc disease** within the spine, whether it involves the entire spinal cord or a different specific location.

This exclusion for **intervertebral disc disease** that is a **pre-existing condition** supersedes all Optional Coverages to this policy.

G. Any (1) behavioral training that is not medically necessary for a diagnosed medical **condition**; or (2) **pet** obedience training.

H. Acupuncture, chiropractic care, holistic care, etc. unless it is performed or **prescribed** by **your veterinarian** to treat **your pet's** covered **condition**.

I. **Veterinary expenses** for prescriptions: (1) above and beyond the amount **prescribed** by **your veterinarian** for **your pet**; or (2) For a quantity that exceeds the length of any single policy term.

J. Food or treats of any type other than **prescription pet food** or **nutritional supplements**. For example, **we** will not pay for the following types of items even if they are **prescribed** by a **veterinarian** for **your pet's condition**: over-the-counter therapeutic diets or dog treats; life stages food (puppy, senior, etc.); low calorie, sensitive stomach, raw, or custom diets; groceries, whole foods, or limited ingredients.

K. Boarding or accommodation, housing, transportation, grooming (including, but not limited to, services like nail trims, shampoos, ear cleaning or irrigation, or bathing), or items like bedding, crates, cages, ramps, feeding, feeding bowls, exercise, toys, clothing, leashes, collars, muzzles, storage, except for coverage provided under Additional Coverage A. Boarding or Kennel Fees.

L. Fees or other expenses for **pet** services and supplies not **prescribed** by **your veterinarian** to **prevent**, diagnose, or treat **your pet's condition**.

M. Fees or other expenses not directly related to **veterinary services**, including, but not limited to: (1) waste disposal; (2) record access or copying; (3) any license or certification, except a state or federal health certificate provided to **you** by **your veterinarian**; (4) compliance with any government rule or regulation; (5) any tax; or (6) any charge assessed by any bank, credit card company, or other financial institution. This provision does not apply in those states to the extent it conflicts with state law or regulation.

N. Medical, wellness, or preventive care plans, clubs, subscriptions, or cash back programs provided by **your veterinarian** or a third-party provider. These uncovered costs include the initial signup fee as well as any monthly charges, recurring fees, and/or related charges.

O. **Veterinary expenses** arising out of or related to any **treatment** for oral health, including but not limited to dental disease, malocclusions, and deciduous teeth, where **clinical sign**(s) (including, but not limited to, tartar, gingivitis, pulp exposure, periodontal disease, or halitosis) were present prior to the effective date of the policy.

P. **Veterinary expenses** arising out of or related to any **treatment** associated with damage or rupture of cruciate ligaments or menisci of the knee where **clinical sign**(s) occur during the first term that the policy is in effect.

Q. Diagnosis or **treatment** that is experimental, investigational, or otherwise not within the standard of care accepted by the veterinary medical board of **your** state. Substances that are illegal under federal or applicable state law are also excluded (e.g., cannabis).

R. Diagnosis or **treatment** of any **condition** caused directly or indirectly by war, rebellion, insurrection, or any release of nuclear radiation or radioactive contamination.

S. Cosmetic procedures that fall outside of Section 3 through Section 10**.**

T. Diagnosis, **treatment**, tests, or procedures associated with breeding including, but not limited to: (1) postpartum and pre-mating examinations; (2) procedures related to breeding (e.g., artificial insemination, progesterone testing, semen collection, etc.); or (3) **conditions** or complications resulting from the breeding of **your pet**.

U. Surgeries or procedures not associated with an eligible **condition**.

V. Veterinary expenses from any business in which **you** or a member of **your** household have an ownership or employment interest.

W. Anal gland expression services exceeding $80 per policy term, unless associated with an active anal gland pathologic **condition**. **We** will not pay for anal gland expression as a preventive or routine care **treatment**.

9. YOUR DUTIES

A. Provide **us** with prompt notice of a claim. To make a claim, **you** or an authorized representative from **your veterinarian**'s office must fill in the claim form. **You** must submit **your** claim within 180 days from the date of service. Any claims submitted more than 180 days after the first **treatment** date will not be covered.

B. You must submit complete and legible claim forms to **us** and include itemized receipts for **veterinary expenses** that identify **your pet** by name. Itemized receipts must include all pages of the final, complete invoice demonstrating **you** incurred **covered veterinary expenses**. **You** agree to submit proof of payment upon **our** request.

C. You must provide **us** with all medical records or requested documentation from all **your veterinarian(s) the pet** has visited relating,or even possibly relating, to **your pet's** health upon **our** request. This information must be provided within 60 days of request.

D. You authorize **us** to obtain records from each of **your pet's veterinarians**.

E. You must cooperate with **us** in the investigation of **your** claim(s) and **your pet's** medical history. This includes, but is not limited to, **your** agreement to: 1) submit **your pet** to examination by a **veterinarian** selected by **us**; 2) speak with **us** by phone or in person to answer questions about **your** claim(s) and **your pet's** medical history; and 3) submit to an examination under oath.

F. You must promptly implement all reasonable measures that **your veterinarian** recommended for the care and protection of **your pet**. **You** must protect the **pet** from aggravation and/or recurrence of the **injury** and/or **illness** after occurrence.

G. Upon payment of benefits, **we** will be subrogated to **your** rights of recovery from any other party.

H. Your pet must primarily reside with you and be under **your** regular care and supervision at the physical address and zip code listed on the Declarations Page.

10. WAITING PERIOD

Spay and neuter **veterinary expenses**, and wellness dental cleaning are not covered within the first 90 days after the original policy term effective date.

11. OTHER INSURANCE

A. If **your pet** is covered by more than one policy issued by **us**, **we** will not pay more than the highest amount payable under any one policy.

B. This insurance is excess over any other insurance covering **your pet** that is provided by a policy issued by any other insurance company, whether collectable or not.

12. TERMINATION OF INSURANCE

A. This policy will lapse if **you** do not pay **your** premium when due.

B. **We** may cancel this policy by sending written notice to **you** at **your** most recent address in **our** records. **We** will send **you** this notice ten (10) days before **we** cancel this policy, or at the time required by the law of **your** state of residence.

C. **You** may cancel this policy at any time by notifying **us** in writing. If either **you** or **we** cancel this policy, **we** will refund any unearned premium on a prorated basis.

D. **We** may cancel, void, rescind, or non-renew this policy for any of the following reasons:

i. **Your** failure to comply with policy terms and conditions.

ii. An increased risk associated with **your pet's** health that existed before the original policy inception date, of which **we** were unaware at the original policy inception date.

iii. **You** materially misrepresent, omit, or exaggerate relevant information pertaining to this policy, application, or a claim.

iv. A substantial change in the condition, factor, or loss experience material to insurability.

v. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations which materially increase the risks insured against.

13. ASSIGNMENT OR TRANSFER OF POLICY

A. **You** may not transfer or assign this policy in whole or in part without **our** written consent.

B. In the event of **your** death, until the end of the policy term, this policy will transfer to **your** legal representative or surviving **spouse**.

14. CHANGES AND LIBERALIZATION

A. This policy contains all the agreements between **you** and **us**. Its terms cannot be changed except by endorsement or rider issued by **us**.

B. **You** or **your spouse** may request changes to this policy. Any change **we** make due to a request by **you** or **your spouse** is binding on all persons who have any interest under this policy.

C. **You** and **your spouse** may request to remove Wellness Coverage only at renewal**.** Mid-term changes are not permitted.

D. If **we** revise this policy and broaden **your** coverage without charge, **you** will receive the broader coverage as soon as **we** make the revision.

E. **We** may make changes to this policy. If **we** do, **we** will send **you** written notice thirty days before the end of the current policy term or at the time required by the law of **your** state of residence. **You** accept these changes by renewing this policy.

15. REVIEW

You may request a review if:

A. **We** deny **your** claim in whole or in part. Claim review requests must be submitted within 180 days of claim adjudication.

B. **You** ask that **we** remove an Additional Excluded **Condition** listed on the Declarations Page of **your** policy. Review requests must be submitted within 60 days of their addition to the policy or within 30 days of the policy term expiration date.

You must submit **your** review request in writing, indicating the reason for the review. **You** must provide **us** with all medical records from all **veterinarians** relating to any **condition** that is the basis of **your** request.

We will perform a singular review when all medical records relating to the **condition**(s) to be reviewed are provided to **us** and all review decisions are final unless new relevant medical information is provided.

For Additional Excluded Conditions, **you** must provide **us** with medical records or other documentation from all **veterinarians** demonstrating that the **condition** was **cured** at least six months before the date of **your** request. **Chronic conditions** are not eligible for reconsideration.

16. SUIT AGAINST US

You may not bring legal action against **us** unless **you** have complied with all provisions of this policy. **You** must begin any legal action against **us** within one year of **your pet's** first **treatment** for any **condition** identified in **your** legal action.

17. DECLARATIONS

By accepting this policy, **you** agree that all the statements in **your** application and the declarations are true and complete and that **you** have provided **us** with all material information about **your pet's** health. **You** agree that this policy and any endorsements or riders issued to **you** is the entire and only agreement between **you** and **us**.

18. FRAUD AND CONCEALMENT

We will **void** this policy from its inception if **we** discover that **you** have misrepresented or omitted any material fact and **we** relied on **your** misrepresentation or omission in issuing this policy to **you**. **We** may deny **your** claim and cancel this policy if **you** conceal material information or make any material misrepresentation in **your** claim.

19. INSTALLMENT PAYMENT SERVICE CHARGE

If you elect to pay **your** premium in installments, we will charge you the installment fee listed on the Declarations Page of this policy, per each installment payment.