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ACCIDENT ONLY Pet Health Insurance Policy Terms and Conditions

Markel American Insurance Company

Glen Allen, Virginia

Administered by Administered by Prudent Pet Insurance Agency LLC
(NPN #18778951),

2211 Butterfield Rd, Downers Grove, IL 60515

For questions concerning this policy, call 888-820-7739

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.

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

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 **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

We will pay, up to the **maximum annual benefit** 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 **injury**. This benefit is subject to the **co-pay** and **deductible** as shown on the Declarations Page.

You must, if **your pet** suffers an **injury** that may be covered by this policy:

- a. Visit a veterinary clinic within forty-eight (48) hours after first noticing **clinical sign(s)** relating to an **injury**;
- b. Complete and send to **us** a claim form describing the **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 **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.

D. CO-PAY AND DEDUCTIBLES

For any **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 **injury**. Once the **co-pay** has been applied, the **deductible** will be applied to the remaining amount.

When the **treatment** dates of an **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 **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**.

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**;
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. 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 any **illness**;
2. Costs or fees for **treatment** of any **injury** not caused by an **accident**;
3. 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;
4. 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;
5. Costs or fees arising out of or related to:
 - a. Breeding;
 - b. Pregnancy; or
 - c. Whelping or nursing;
6. Costs or fees for any of the following regimens or therapy not administered or prescribed/referred by a **vet** (or under a **vet's** direct supervision):
 - a. Holistics;
 - b. Homeopathic;
 - c. Acupuncture;
 - d. Chiropractic; or
 - e. Physical therapy;
7. Costs or fees for experimental procedures and **treatments**;
8. Costs or fees for cloned **pets** or cloning procedures, whether or not deemed experimental or for research;
9. Costs or fees for organ transplants not deemed

medically necessary or not first approved by **us**;

10. Costs or fees for **treatment** of **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**;
11. 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;
12. Costs or fees for **treatment** of an **injury** for which **you** were advised by a **vet** to take **preventive** measures and did not do so;
13. 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;
14. 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;
15. 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;
16. 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 five (5) day waiting period beginning on the effective date of this policy during which **we** will not cover any **injury** of **your pet**. 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 **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 the **maximum annual benefit**.

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. 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 **injury**;
 - iv. Appropriate prophylactic medication as prescribed by **your veterinarian** to protect against **illness**, including but not limited to lice, parasites and fleas. **We** will not pay claims for **injuries** as a result of **your** failure to comply with this requirement; and
 - v. Appropriate prophylactic medication and/or vaccination as prescribed by **your veterinarian** to protect against tick-borne **illnesses**. **We** will not pay claims for **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** after its initial occurrence and provide proper maintenance/preventive care.

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 injury** 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 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 benefit** 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 based upon the date of termination of this policy.
- 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.

12. OTHER INSURANCE

If there is other applicable insurance, **we** will pay only **our** share of the damages. **Our** share is the percent that the **maximum annual benefit** for the applicable coverage of this policy bears to the total of all insurance applicable to the loss.

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

Kathleen Anne Sturgeon

Secretary

Andrew Palmer

President

SAMPLE