

**PET HEALTH INSURANCE POLICY
TERMS AND CONDITIONS**

SAMPLE

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I. 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 , and the spouse or partner, if residing at the same address.
We, Us, Our	The company providing this insurance, or the company's designated representative.
Pet, Your Pet	Any dog or cat named and described on the declarations page and for which a premium has been paid.
Accident(s)	An unexpected or unintended event, which is specific as to place and time, and causes injury to your pet .
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 disorders include, but are not limited to, aggression, separation anxiety or phobias.
Bilateral Condition	A condition or disease that can affect both sides of the pet's body.
Clinical Sign(s)	Changes in your pet's normal healthy state, its bodily functions or behavior (as observed by any individual, recorded in your pet's medical record, or identified in previous examinations, or treatment(s) for your pet .
Co-pay(s)	The percentage of your total claim for which you are responsible for paying. This is calculated before any applicable deductible is applied.
Complementary Therapy	Treatment and therapies, often used in combination with conventional or standard veterinary practices, that are related to a covered surgical procedure or illness and administered by a veterinarian or a veterinary staff member under the direct supervision of a veterinarian . These therapies include, but are not limited to, acupuncture, chiropractic treatment , laser treatment , hydrotherapy, and physiotherapy.
Congenital Anomaly(ies) or Disorder(s)	Any condition(s) that is present from birth, whether inherited or caused by the environment, which may cause or contribute to illness or disease.
Curable Medical Condition	Any medical condition that can be completely resolved without recurrence or any manifestations of clinical signs .
Curable Exclusionary Period	An exclusionary period in which any curable medical condition that has shown clinical sign(s) or received treatment , up to one (1) year prior to the original inception date of the policy , during the waiting period , or during your pet's first exam will be excluded for the next one (1) year. If during that subsequent one (1) year period, the curable medical condition , has not been treated or shown clinical sign(s), it then becomes eligible for coverage. If, however, during that subsequent one (1) year or sometime

after, the **curable medical condition** is treated or shows clinical sign(s), that condition will be excluded for the life **of your pet**.

Declarations Page	A written document comprising part of this policy which identifies the named insured, policy number, insured pet , insured coverage options selected, policy period , any applicable co-pay(s) and/or deductible(s) and the maximum annual policy coverage provided.
Deductible(s)	The fixed amount per policy period for which you are responsible for paying prior to receiving any claims settlement that will be deducted from any reimbursement made to you , after any co-pay amount has been deducted.
Degenerative Disorder(s)	A condition characterized by the progressive loss of function and/or structure of the affected tissues or organs.
Dental Disease(s) or Illnesses	A condition(s) affecting the teeth and/or gums including but not limited to halitosis, calculus, gingivitis, gingival recession, gingival hyperplasia, attrition, and stomatitis.
Excess Insurance	Reimbursement under this policy will only be available once limits for coverage under any other policy have been exhausted.
Exclusion(s)	Any situation, event or medical condition not covered by this policy .
Experimental Treatment	Drugs, therapies, or treatments that are unproven, have been confined largely to laboratory use, or have progressed to limited pet application and trials, and lack wide recognition from the scientific community as a proven and effective measure of treatment .
First Exam	The earliest in person comprehensive exam of your pet administered by a veterinarian encompassing all body systems of the pet that is documented in a written veterinarian record.
Illness(es)	Any change to the normal healthy state of your pet such as a sickness, disease or medical condition (except behavioral disorders) not caused by an accident .
Injury(ies)	Physical harm to your pet caused by normal activity or an accident .
Maximum Annual Policy Coverage	The most we will reimburse during the policy period for each type of insured coverage covered by this policy 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 illnesses , injuries or areas of the body affected.
Medically Necessary	Any treatment or procedure which is directly and materially related to a covered illness or injury , as recommended and documented in your pet's medical records by the treating veterinarian .
Original Inception Date	The first policy period effective date with us for your pet where continuous coverage has been provided without interruption. Any lapse or gap in coverage will reset the date to the next policy period after the lapse or gap in coverage.

Orthopedic Conditions	Any Conditions affecting the bones, skeletal muscle, cartilage, tendons, ligaments, and joints. It includes, but is not limited to, elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation, and ruptured cranial cruciate ligaments. It does not include cancers or metabolic, hemopoietic, or autoimmune disease.
Pet Insurance	A property insurance policy that provides coverage for accidents, injuries and illnesses of pets .
Physical Therapy	Any treatment including but not limited to hydrotherapy, laser, underwater treadmill, kinesiotherapy, land-based exercise, massage, stretching, electrical stimulation administered by a veterinarian to treat an injury or illness .
Policy	All terms and conditions including any endorsements thereto including the declarations page .
Policy Period(s)	The period from the original inception date to the expiration date of the policy as set forth on the declarations page .
Pre-existing Condition(s)	<p>A condition for which any of the following are true prior to the original inception date of a pet insurance policy or during any waiting period:</p> <ol style="list-style-type: none"> (1) A veterinarian provided medical advice; (2) The pet received previous treatment; or (3) Based on information from verifiable sources, the pet had clinical signs or symptoms directly related to the condition for which a claim is being made. <p>A condition for which coverage is afforded on a policy cannot be considered a pre-existing condition on any renewal of the policy.</p>
Preventive Care	Any treatment , service or procedure, including but not limited to 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 injury or illness .
Reasonable Cost(s)	The fees regularly charged for a given treatment, sick visit fee , or procedure by the treating veterinary facility, or the fee regularly charged by a licensed kennel or cattery.
Renewal	means to issue and deliver at the end of an insurance policy period a policy which supersedes a policy previously issued and delivered by the same pet insurer or affiliated pet insurer and which provides types and limits of coverage substantially similar to those contained in the policy being superseded.
Sick Visit Fee	The veterinarian examination cost for treating your pet's injury or illness .
Supplements	A medicinal substance that a veterinarian recommends for the treatment of an injury or illness . This cannot be an experimental treatment and must be proven and widely recognized as an effective measure to treat a covered injury or illness by the veterinarian community. The supplement must be listed in the most

current edition of the Plumb's Veterinarian Drug Handbook in order for coverage to be afforded by this **policy**.

Terms and Conditions

All provisions of this **policy**.

Treatment(s)

Any veterinary care and prescribed medications administered by a **veterinarian**, or under a **veterinarian's** direct supervision, in treating **your pet's injury or illness**, within the United States or Canada.

Veterinarian

An individual who holds a valid license to practice veterinary medicine from the appropriate licensing entity in the United States or Canadian jurisdiction in which the individual practices.

Verifiable Sources

Verifiable sources are medical records written by a **veterinarian**, a veterinary technician, assistant, or other clinical staff. A Pet's owner is also a verifiable source when used to detail or define the onset of **clinical signs**.

Waiting Period

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.

There is a fifteen (15) day period beginning on the **original inception date** of this **policy** during which **we** will not cover any **injury** resulting from normal activity, **illness, behavioral disorder or any other coverage provided by this policy**, except for, or resulting from, an **accident to your pet**. **Accidents or injuries** resulting from an unexpected event do not have a **waiting period**.

The **waiting period** will not apply to any renewal of **your policy** if renewal coverage is continuously maintained. **Medical conditions** for which **clinical sign(s)** were observed during the **waiting period** are excluded from this **policy** as **pre-existing conditions**. (See also Section V.e.) However, **we** will allow for waiver of the **waiting period** with a comprehensive exam of **your pet** administered by a **veterinarian** encompassing all body systems of the **pet** that is documented in a written **veterinarian** record within the first fifteen (15) days after the original inception date of the **policy**. The written medical record should specifically note **your pet** does not have any **pre-existing conditions**.

Working Dog

Any dog used for occupational, professional, or business use.

Your Newly Adopted Pet

Your dog and cat named and described on the **declaration page** of this **policy** that **you** have acquired within thirty (30) days prior to **your policy's original inception date**.

II. INSURING AGREEMENT

Upon **your** payment of the premium when due, and in reliance on the statements **you** made, **we** will provide coverage as specifically described in and subject to the **terms and conditions** of this **policy** for **your covered pet**. Except if stated to the contrary, all insured coverages are subject to all the **terms, conditions** and limitations as stated herein and as shown on the **declarations page**.

III. INSURED COVERAGES

We will provide the coverages to **you** as set forth in the paragraphs below subject to the following:

- **Waiting period.**

- **Co-pay(s).**
- **Deductible(s).**
- **Exclusions.**
- Limits of insurance.
- Other **terms, conditions** and limitations in this **policy**.

A) **POLICY COVERAGE**

1. **VETERINARY FEES, PRESCRIBED DRUGS AND SUPPLEMENTS**

We will reimburse **you** for the **reasonable cost(s)** of any **medically necessary**:

- treatment** during the **policy period** for a covered **accident, illness** or **injury** except where coverage is not available or deemed invalid;
- pharmaceuticals that can only be obtained by means of a **veterinarian** prescription to treat an **illness** or **injury** in the quantity of ninety (90) days or less;
- supplements.**

This coverage is subject to **the maximum annual policy coverage** shown on **your declarations page**. All coverage is subject to any applicable co-pay, deductible or sub-limit.

2. **ADOPTION SUPPORT**

We will waive the **waiting period** and reimburse **you** for the **reasonable cost** of any **medically necessary treatment** for the below named **medical conditions** for **your newly adopted pet** for the lifetime of **your policy**, subject to the following conditions:

- Clinical signs** and/or diagnosis of the **medical condition** must have presented within thirty (30) days prior to the **original inception date** of **your policy** and noted on **your pets first exam**.
- The **treatment** must be for one of the following **medical conditions**:
 - kennel cough,
 - upper respiratory infection,
 - conjunctivitis,
 - feline herpesvirus,
 - ear mites,
 - puppy pyoderma, and
 - ringworm.

This coverage is subject to **the maximum annual policy coverage** shown on **your declaration page**. All coverage is subject to any applicable **co-pay, deductible**, or sub-limit.

3. **SPECIAL COVERAGES AND ANNUAL SUBLIMITS**

The special coverages have an annual [\$1,000] sublimit for the **policy period**. Once the annual sublimit amount is reached for any of the special coverages, no further claims will be reimbursed for **the policy period**. The special coverages:

- do not increase the **maximum annual policy coverage** on **your declaration page**,
- are not subject to and not considered in applying **co-pay** when **co-pay** conditions otherwise apply, and
- are not subject to the applicable **deductible**.

a) **BEHAVIORAL FEES AND BEHAVIORAL DISORDER(S) TREATMENT**

We will reimburse **you** for The **reasonable cost(s)**;

- for in person consultations by a **veterinarian** to diagnose **behavioral disorders** during the **policy period**;
- of any **medically necessary treatment(s)** prescribed or recommended by a **veterinarian** for **behavioral disorder(s)**;
- for **your newly adopted pet**, the **waiting period** does not apply.

This coverage is limited to a \$1,000 annual sublimit.

b) **TELEHEALTH CONSULTATION FEES**

We will reimburse you for the reasonable cost(s):

1. for virtual or remote consultations by a **veterinarian** during the **policy period**;
2. for a telehealth consultation under the supervision of a **veterinarian**; or
3. if a written referral is provided by a **veterinarian** to another provider to perform these services, then the telehealth provider must be a veterinary nurse or technician or certified animal trainer with the following credentials: Master's or PHD in Animal Behavior, or hold one of the following active certifications:
 - a. CAAB (Certified Applied Animal Behaviorist)
 - b. CBCC-KA (Certified Behavior Consultant Canine-Knowledge Assessed)
 - c. CCBC (Certified Cat Behavioral Consultant)
 - d. CPDT-KA (Certified Professional Dog Trainer-Knowledge Assessed)
 - e. KPA CTP (Karen Pryor Academy Certified Training Partner)
4. for **your newly adopted pet**, the **waiting period** does not apply.

This coverage is limited to a \$1,000 annual sublimit.

c) ADVERTISING AND REWARD

We will reimburse you for the reasonable and necessary cost of advertising and a reasonable reward paid if your pet is stolen or strays during the policy period.

As soon as **you** discover **your pet** is missing, **you** must:

1. Notify the police and ask for a reference or case number and written confirmation of **your** report;
2. Notify the five (5) veterinary clinics and animal shelters closest to the area where **your pet** was last seen; and
3. Complete and send us a claim form along with all receipts for costs **you** incurred for advertising and paying a reward.

Conditions Applying to Advertising and Reward

We will not reimburse you for:

1. Any reward not supported by a signed receipt giving the full name and address of the person who found **your pet**;
2. Any reward paid to any person living with **you**, related to **you**, employed by **you** or known by **you**; or
3. Any reward resulting from **your** neglect or deliberate concealment of **your pet**.

This coverage is limited to a \$1,000 annual sublimit.

d) BOARDING FEES

We will reimburse you for the reasonable cost(s) of boarding your pet at a licensed kennel or cattery while you are in a hospital as a result of your own sickness, disease or bodily injury during the policy period.

You must:

1. Have incurred or have been diagnosed and reported **your** own sickness, disease or bodily injury during the **policy period**;
2. Submit a claim form completed by **your** doctor and the kennel or cattery, as soon as possible after **you** are hospitalized as a result of **your** own sickness, disease or bodily injury; and
3. Submit the original invoice from the kennel or cattery.

Conditions Applying to Boarding Fees

We will not reimburse you if:

1. **You** are admitted to a hospital for less than ninety-six (96) hours;
2. **You** are treated in a care setting other than a hospital;
3. **You** are admitted to a hospital because of a sickness, disease or bodily injury, which first occurred or manifested itself before **your pet** was covered under this **policy**;
4. **You** are admitted to a hospital as a result of **your** pregnancy or giving birth;
5. **You** are receiving any treatment that is not related to a sickness, disease or bodily injury; or

6. **You** are admitted to a hospital for the treatment of alcohol abuse, drug abuse, suicide attempt or self-inflicted **illness** or **injury**.

This coverage is limited to a \$1,000 annual sublimit.

e) LOSS DUE TO THEFT OR STRAYING

We will reimburse **you** for the price **you** paid for **your pet** if **your pet** is stolen or goes missing during the **policy period** and is not found.

If **you** have no formal proof of how much **you** paid for **your pet** in the form of an original receipt, **we** will reimburse **you** the lesser of the current local humane society adoption fee for the species of **pet** named on the **declarations page**, or one hundred and fifty dollars (\$150). As soon as **you** discover **your pet** is missing, **you** must:

1. Notify the police and ask for a reference or case number and written confirmation of **your** report; and
2. Notify the five (5) veterinary clinics and animal shelters closest to the area where **your pet** was last seen.

If **your pet** is not found within thirty (30) days, **you** must complete and send **us** a completed claim form. This must include the original receipt for the price **you** paid for **your pet**. If **your pet** is found or returns to **you**, **you** must repay the full amount **we** have paid **you** under this **policy** within ninety (90) days of the expiration of the **policy period** in which this benefit was paid or within ninety (90) days of recovering **your pet**.

Conditions Applying to Loss Due to Theft or Straying

We will not reimburse **you** if:

1. **You**, or the person looking after **your pet**, freely parts with **your pet** even if tricked into doing so.

This coverage is limited to a \$1,000 annual sublimit.

f) DEATH FROM AN ACCIDENT, INJURY OR ILLNESS

We will reimburse **you** for the price **you** paid for **your pet**, if **your pet** dies or has to be euthanized by a **veterinarian** during the **policy period**, as a result of an **accident**, **injury** or **illness**.

This coverage is limited to a \$1,000 annual sublimit. If **you** have no formal proof of how much **you** paid for **your pet**, in the form of an original receipt, **we** will pay **you** the lesser of the current local humane society adoption fee for the species of **pet** named on the **declarations page**, or one hundred and fifty dollars (\$150).

Conditions Applying to Death from an Accident, Injury or Illness

We will not reimburse **you** if:

- i. **Your pet's** death results from an **accident**, **injury** or **illness** that is a **pre-existing condition**;
- ii. A **veterinarian** is not able to verify the death or sign the death claim form;
- iii. **Your pet** was euthanized at **your** request and not as suggested by a **veterinarian**;
- iv. The death is the result from an **illness** for any **pet** age six (6) years or older; or
- v. **Your pet** was euthanized because of a **behavioral disorder**.

g) VACATION CANCELLATION

We will reimburse **you** for any travel and accommodation costs **you** cannot recover, if **you** have to cancel or cut short a vacation during the **policy period** because **your pet** is **injured** or shows the first **clinical sign(s)** of an **illness** while **you** are away or up to seven (7) days before **you** leave, and as a result requires immediate lifesaving veterinary **treatment**.

Conditions Applying to Vacation Cancellation

We will not reimburse **you** for:

1. Any costs relating to a vacation **you** booked less than twenty-eight (28) days before **you** were due to leave;
2. Any costs resulting from an **injury** or **illness** that is excluded from coverage; or
3. Any cost of cancellation insurance.

This coverage is limited to a \$1,000 annual sublimit.

IV. CO-PAY AND DEDUCTIBLES

For any covered loss that is treated during the **policy period**, **you** are responsible for an amount of **co-pay** and **we** will subtract the **deductible** as stated on **your declarations page** from the covered amount. The **co-pay** percentage will be deducted from the total of all costs for a covered loss. Once the **co-pay** has been applied, the **deductible** will be applied to the remaining amount. When treatment dates of a covered loss fall into two or more **policy periods**, **you** will be responsible for a **deductible** for each **policy period**.

In addition to the application of the **co-pay** and **deductible**, there are total limits on our insurance per **policy period** as set forth on the **declarations page** as **maximum annual policy coverage** limit. (See also Section VI.)

V. GENERAL EXCLUSIONS

This **policy** does not cover:

- a. Costs **you** incur for **your pet** for any matter not set forth in Section III.
- b. Costs and payments beyond the Limits of Insurance as described in Section VI.a.
- c. Any cost for treating an **illness** or **injury** incurred outside of the **policy period** while the **policy** is not in force.
- d. The portion of the cost of treating an **illness** or **injury** that is greater than the **reasonable cost(s)** for treating such **illness** or **injury**.
- e. The cost of any **treatment** or diagnostic testing for **pre-existing conditions** as follows:
 - i. Any **injury** caused by normal activity that happened or any **illness** that first showed **clinical sign(s)** before the **original inception date** of this **policy**; any **illness** that first showed **clinical sign(s)** during the **waiting period** beginning on the **original inception date** of this **policy**.. or any **injury** caused by normal activity that occurred during the **waiting period** beginning on the **original inception date** of this **policy**.
 - ii. Any **injury** caused by normal activity or **illness** that is the same as, or has the same diagnosis or **clinical sign(s)** as any **injury** caused by normal activity, **illness** or **clinical sign(s)** **your pet** had prior to the **original inception date** of this **policy**; any **illness** that is the same as, or has the same diagnosis or **clinical sign(s)** as any **illness** **your pet** had during the **waiting period** beginning on the **original inception date** of this **policy**; or any **injury** caused by normal activity that is the same as, or has the same diagnosis or **clinical sign(s)** as any **injury** caused by normal activity that occurred to **your pet** during the **waiting period** beginning on the **original inception date** of this **policy**.
 - iii. Any **injury** caused by normal activity or **illness** that is caused by, relates to or results from any **injury** caused by normal activity, **illness** or **clinical sign(s)** **your pet** had prior to the **original inception date** of this **policy**; any **illness** that is caused by, relates to or results from any **illness** or **clinical sign(s)** **your pet** had during the **waiting period** beginning on the **original inception date** of this **policy**; or any **injury** caused by normal activity that is caused by, relates to or results from any **injury** caused by normal activity that occurred to **your pet** during the **waiting period** beginning on the **original inception date** of this **policy**. This exclusion applies no matter where the **injury** caused by normal activity, **illness** or **clinical sign(s)** are noticed or occur on **your pet's body**. **Pre-existing conditions** do not include coverable ongoing **medical conditions** that showed **clinical signs** after the **original inception date** and **waiting period**.
 - iv. Any **curable medical condition**, that is observed, recorded or identified up to three hundred sixty-five (365) days prior to the **original inception date** of the **policy** or during the **waiting period** of the **policy**, will be subject to a **curable exclusionary period** of three hundred sixty-five (365) days from the **original inception date** of the **policy**. Any such **curable medical condition** that does not reoccur within the first **curable exclusionary period** will be coverable provided an annual exam is conducted by a **veterinarian** dated after the **curable exclusionary period** and before the first reoccurrence of such **curable medical condition**. If the **curable medical condition** does reoccur within the **curable exclusionary period** after the **original inception date** then a second **curable exclusionary period** will apply after the first three hundred sixty-five (365) days. At the end of the second **curable exclusionary period** any such **curable medical condition** that did not reoccur during the second **curable exclusionary period** will be coverable provided an annual exam is

conducted by a **veterinarian** dated after the second **curable exclusionary period** and before the second reoccurrence of such **curable medical condition**.

If the same **curable medical condition** reoccurs during the second **curable exclusionary period** it will be excluded from coverage for the life of **your pet**.

- f. **Behavioral disorders** where **clinical sign(s)** were apparent prior to the **original inception date** of the **policy** or that became apparent during the **waiting period** beginning on the **original inception date** of this **policy**.
- g. **Congenital Anomaly(ies) or Disorders(s)** where **clinical sign(s)** were apparent prior to the **original inception date** of the **policy** or that became apparent during the **waiting period** beginning on the **original inception date** of this **policy**.
- h. **Orthopedic conditions** that occur during the first one hundred eighty (180) days after the **original inception date** are excluded and are **pre-existing conditions** for the life of the **policy**.

However, coverage will be afforded for **orthopedic conditions** of the knees if **your pet** is examined by a **veterinarian** between the **original inception date** and one hundred eighty (180) days of the **policy** and the medical record specifically notes **your pet** does not have any **pre-existing conditions** relating to the knees.

This does not apply to **Orthopedic conditions** resulting from an accident.

- i. Costs arising out of or related to any **treatment** for oral health, including but not limited to **dental disease(s) or illnesses**, malocclusions and deciduous teeth, where **clinical sign(s)** were observed prior to the **original inception date** of the **policy** or during the **waiting period** beginning on the **original inception date** of this **policy**.
- j. Food, including food prescribed by a **veterinarian**, to treat or prevent **illness or injury**.
- k. Any costs and payments for a **pet** less than six (6) weeks old.
- l. Any **illness** contracted outside the U.S. or Canada that the **pet** would not have normally contracted in the U.S. or Canada.
- m. Costs arising out of or related to:
 - i. Breeding;
 - ii. Pregnancy;
 - iii. Whelping or nursing; or
 - iv. Treatment of offspring.

We will reimburse you for the reasonable costs of medically necessary treatment of complications arising from breeding, pregnancy, whelping or nursing if the date of breeding falls after the waiting period of the original inception date of this policy.
- n. For the purpose of this policy, **degenerative disorders**, including but not limited to, cruciate ligament disease and IVDD will not be covered as **accidents**. Though the **clinical sign(s)** may become apparent acutely, they are **degenerative disorders**, not **accidents**.
- o. Medical waste fees, taxes, and dispensing fees.
- p. Bathing **your pet** unless the treating **veterinarian** indicates that bathing was **medically necessary** and that only a **veterinarian** or a member of veterinary staff could bathe **your pet**.
- q. Routine and **preventive care**, including but not limited to:
 - i. Vaccinations (and vaccine titers and nosodes);
 - ii. Preventive medications (including those for heartworm and flea and tick prevention);
 - iii. Routine examinations; or
 - iv. Preventative dental care or preventative dental prophylaxis/cleaning(s) where there is no evidence of **dental disease(s) or illness(es)**
 - v. **Treatment(s)** and therapies for weight-loss.
 - vi. Routine/preventative anal gland expression
- r. The cost of boarding **your pet** at a veterinary facility.
- s. The cost of any form of housing, including cages – rented or bought.

- t. The cost of renting or purchasing:
 - i. A swimming pool;
 - ii. A hydrotherapy pool;
 - iii. Any other pool or hydrotherapy equipment;
 - iv. Any physical therapy devices for in home use (including but not limited to hydrotherapy, laser, underwater treadmill, and/or electric stimulation); or
 - v. Beds, orthopedic beds, bedding.
- u. Any of the following methods of **treatment** not administered by a **veterinarian**:
 - i. **Complementary Therapy**; or
 - ii. **Physical Therapy**.
- v. **Experimental treatments** or any **treatments** or procedures that do not meet the accepted standards of veterinary medicine.
- w. Cloned **pets** or cloning procedures, whether or not deemed experimental or for research.
- x. Organ transplants not deemed **medically necessary** or not first approved by **us**.
- y. Costs and payments arising out of or related to:
 - i. Obedience or training classes, including puppy classes;
 - ii. Training, correctional devices, or preventive products;
 - iii. The **treatment** of coprophagia or other eating disorders; or
 - iv. Training for **behavioral disorders**.
- z. Grooming, nail clipping, or grooming supplies.
- aa. Treatments or preventive **treatments** for parasites or **illnesses** related to parasites (internal or external) unless there is no preventive medication for the parasite including but not limited to:
 - i. Heartworms;
 - ii. Fleas;
 - iii. Ticks;
 - iv. Roundworms;
 - v. Tapeworms; or
 - vi. Hookworms.
- bb. Elective or specialty procedures, including but not limited to:
 - i. Docking of tails;
 - ii. Removal of dewclaws;
 - iii. Removal of eyelashes;
 - iv. Cropping of ears;
 - v. Spaying or neutering;
 - vi. Cosmetic dentistry;
 - vii. Elective gastropexy; or
- cc. Time and travel expenses to a **veterinarian's** premises or hospital.
- dd. Costs for **illness** or **injury** arising out of or related to:
 - i. Racing;
 - ii. Coursing;
 - iii. Commercial guarding;
 - iv. Organized fighting; or
 - v. Any other occupational, professional or business uses of **your pet**.
- ee. Costs and payments arising out of or related to any intentional **injury** or abuse (including, but not limited to, persistent neglect of **your pet**, by **you** or a member of **your** household.)
- ff. Any costs and payments that arise out of or related to an **accident injury** or **illness** for which **you** were advised by a **veterinarian** to take action and **you** failed to follow the **veterinarian's** recommendations.
- gg. House calls, unless **treatment** is required for a life-saving emergency.
- hh. The costs of having **your pet** euthanized (unless recommended by the treating **veterinarian**), examined or tested post-mortem, cremated or otherwise disposed of. The destruction of a **pet** deemed dangerous is not covered.

- ii. Any costs or payments arising out of or related to:
 - i. Invasion;
 - ii. War;
 - iii. Revolt;
 - iv. Rebellion;
 - v. Revolution, military or usurped power;
 - vi. Governmental seizure;
 - vii. Quarantine; or
 - viii. Other action related to public safety or health.
- jj. The **treatment**, death or humane destruction arising out of or related to Avian Influenza.
- kk. Any costs or payments if other General Conditions set forth in Section VII, or conditions applicable to **you** and set forth in Section VIII, have not been met.
- ll. Any **treatment** against a **veterinarian's** advice and the subsequent complications as a result, including in circumstances where it is requested by **you** and provided by a **veterinarian**.
- mm. Any amount if **you** failed to satisfy, or comply with, the conditions set forth in the GENERAL CONDITIONS, CARE FOR **YOUR PET** (VII.6) section of this **policy**, including, but not limited to, a **first exam** for **your pet**. Any **medical condition(s)**, **clinical sign(s)**, **behavioral disorder(s)** or **illness(es)** observed or recorded during the **first exam**, and all costs associated therewith, are automatically excluded from coverage. Additionally, any conditions that are related to, caused by, or resulting from **medical condition(s)**, **clinical sign(s)**, **behavioral disorder(s)** or **illness(es)** observed or recorded at the **first exam** are also excluded from coverage.
- nn. Costs and payments arising out of or related to **physical therapy** and/or **complementary therapy** to treat weight loss.
- oo. Costs and payments related to shipping, processing and/or handling.
- pp. More than the first submitted anesthetic removal of an ingested foreign body in one (1) **policy period**.
- qq. The following are considered **pre-existing** and excluded:
 - i. If your pet has had **Clinical Signs**, prior to the policy **original inception date** or during the waiting period, of an **Orthopedic Bilateral Condition** on one side of the body, she/he runs a higher risk of the same condition on the other side of the body and future occurrences of the same condition will not be covered. For example, but not limited to, if a dog has been diagnosed with a cruciate tear in his left leg before the end of the **Waiting Period**, a subsequent cruciate tear in his right leg shall be considered **pre-existing** and not covered by this **policy**;
 - ii. Any pet diagnosed, treated or showing **Clinical Signs** of intervertebral disk disease (IVDD) prior to the end of the **Waiting Period** or during the **first exam** runs a higher risk of further episodes of IVDD and will not be covered for any in **policy** term incidences of an IVDD **clinical sign(s)** or **medical condition(s)**.
- rr. **Treatments** for **injuries** or **illnesses** arising from any **Pre-existing** behavioral problems or persistent occurrences. For example, a dog that has persistently eaten rocks or foreign objects prior to the **Pet's Original Inception Date** shall not be covered for **Treatment** during the **policy period(s)** for similar episodes. A dog who has shown any signs of aggression prior to the **pet's original inception date** shall not be covered for aggression or dog fights.

VI. LIMITS OF INSURANCE

- a. Regardless of the number of claims made during the **policy period**, the total limit of insurance for each **policy period** for all covered costs and payments shall not exceed the amount shown on the **declarations page** under **maximum annual policy coverage**.
- b. All coverage under this **policy** shall cease when **your policy** terminates.

VII. GENERAL CONDITIONS

1. ELIGIBILITY

This **policy** is issued in consideration of:

- a. The **declarations page** containing **your policy** elections and other information, a copy of which is attached hereto and made a part hereof; and
- b. **Your** payment of premium in the amounts and at the times as stated on the **declarations page**.

2. YOUR DUTIES AFTER LOSS

If **your pet** suffers a loss that may be covered by this **policy**, **you** must:

- a. Visit a veterinary clinic within forty-eight (48) hours after first noticing **clinical sign(s)** relating to an **illness or injury**.
- b. Complete and send to **us** a claim form describing the loss as soon as practicable but no later than ninety (90) days after the date of **treatment**. This form must list the following information:
 - i. **Your** name;
 - ii. The description of **your pet**;
 - iii. **Your policy** number; and
 - iv. Description of claimed **illness or injury**.

You may also submit claims electronically through **our** online claims submission process.

- 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. Otherwise cooperate with **us** in the investigation of any claim which includes providing a complete medical history for **your pet**. Failure to comply with these conditions may result in a claim not being covered.
- e. In the event **we** request additional documentation or medical records in relation to a submitted claim, all requested documentation must be received by **us** within 9 months (270 days) of the date the claim is submitted. If not received within that timeframe, the claim will be denied and closed. **You** will not have the opportunity to re-open the claim after the timeframe has passed.

3. PAYMENT OF LOSS

Once **you** have provided the written notice and other specified information to **us**, **we** will determine whether the loss is covered by this **policy**. **We** will compute any applicable **co-pay** and **deductible(s)**. **We** will then make **our** reimbursement to **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 **exclusion(s)** and any **maximum annual policy coverage**, if applicable.

Reimbursement of one claim does not guarantee **we** will reimburse additional claims. If **we** reimburse **you** for a claim contrary to this **policy's terms and conditions**, that reimbursement does not waive **our** rights to apply the **policy's terms and conditions** to any reimbursement or future claim. **We** cannot pre-authorize or guarantee coverage of a claim by telephone. For pre-authorization of a **treatment**, **you** must complete a pre-authorization form, available by request or through **your** online account.

4. AGE OF YOUR PET

- a. 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 dog age eight (8) years or older or a cat age ten (10) years or older, **you** must follow **your veterinarian's** advice with regards to senior wellness testing.

5. CONDITION OF YOUR PET

In order to assess a claim, **we** require complete medical records from any **veterinarian** who has treated **your pet**.

6. CARE FOR YOUR PET

- a. In consideration of the premium charged, it is hereby agreed that, as a condition of this **policy**, **you** must take care of **your pet** and arrange and pay for **your pet** to have the following:
- A **first exam**;
 - Any **treatment** recommended for **your pet** by a **veterinarian** to prevent **illness** or **injury** including, but not limited, to an annual physical examination, dental examination, or preventative veterinary medication;
 - Adequate and prudent care of your pet including, but not limited to, protecting **your pet** from any exacerbation and/or persistence of any **injury** or **illness** after the initial occurrence or **accident**. This also includes providing **your pet** with proper maintenance and preventative care as recommended by a **veterinarian**.
- b. If **your pet** has not had a **first exam** within 12 (twelve) months prior to or 30 days after the **original inception date**, **you** must arrange to have a **first exam** of **your pet** at **your** own expense as early as possible. Failure to have a **first exam** may reduce coverage provided by **your policy** for **your pet**, (see **V. GENERAL EXCLUSIONS, mm.**).
- c. . To be afforded coverage for the diseases listed below, **you** must keep **your pet** vaccinated at **your** expense, as recommended by **your veterinarian**. **We** will not reimburse **you** for any claims that result from or are related to any **illness** that is listed below that a **veterinarian** recommended vaccine would have prevented.
- Dogs:
- Canine distemper;
 - Canine adenovirus 2 (canine viral hepatitis);
 - Canine parainfluenza;
 - Canine parvovirus;
 - Leptospirosis; or
 - Rabies.
- Cats:
- Feline viral rhinotracheitis;
 - Feline calicivirus;
 - Feline panleukopenia; or
 - Feline leukemia virus.
- d. . **You** must take **your pet** to be examined and treated by a **veterinarian** within forty-eight (48) hours after first noticing **clinical sign(s)** relating to an **illness** or **injury**.
- e. . In support of **your** care for **your pet**, **we** may, from time to time, offer wellness materials or programs to **you** and **your pet**.

7. CONCEALMENT, MISREPRESENTATION OR FRAUD

This **policy** and all policies held by **you** may be cancelled immediately in any case of fraud by **you** at any time as it relates to this **policy**. **Your policies** may also be cancelled if **you** at any time intentionally conceal, misrepresent or exaggerate a material fact concerning:

- this or any **policy**;
- your pet**; or
- a claim under this or any **policy**.

8. COOPERATION, INFORMATION AND EXAMINATION

You agree that any **veterinarian** who has treated **your pet** has **your** permission to release any information **we** may ask for about **your pet**. **You** further agree that **we** have the right to have **your pet** examined by a **veterinarian** of **our** choosing at **our** own expense. In the event of any disagreement in the diagnosis of **your pet's** condition(s) or **treatment(s)** between **your** 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 the **pet**. If ownership of the **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 to decrease **your maximum annual policy coverage** or increase **your deductible** and/or **your co-pay** at any time during the **policy period**. This request must be made to **us** in writing or with verbal confirmation. If **we** approve, the request will become effective on the day the request is received. **You** may apply to increase the **maximum annual policy coverage** or decrease **your deductible** and/or **your co-pay** once a year at renewal, provided that **you** have not previously filed a claim with **us**. This request must be in writing or with verbal confirmation and if **we** approve will become effective upon renewal following approval.

A new **declarations page** or a change endorsement indicating **your** new level of coverage will be issued on approval. Any **exclusion(s)** already on the **policy** will carry over.

VIII. 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 by **us**. Any submitted appeal should state clearly why **you** or **your veterinarian** disagrees with the initial determination, along with any supporting documentation.

Internal Review Process:

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

- a. If there is other valid coverage, not with **us**, providing coverage 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.
- b. This **policy** will only respond to claim amounts remaining after all other valid insurance has been exhausted, if collectable or not, subject to the terms and conditions of this **policy**. If all valid insurance is **excess insurance**, **our** share is the proportion that **our** applicable limit bears to the total applicable limits of all insurers. But **we** do not pay more than this **policy's Maximum Annual Policy Coverage**. It is **your** responsibility to notify **us** if other insurance is in effect. Failure to do so will be deemed concealment or misrepresentation and may void coverage (see also Section VII.7).
- c. In the event **we** reimburse a claim contrary to the **policy terms and conditions**, this payment will not constitute a waiver of our rights to apply the **terms and conditions** retrospectively as they stand to any paid claims or to any future claims for that or any related condition. **We** reserve **our** right to recover from **you** any claim reimbursement paid in error.

4. ENTIRE POLICY

This **policy** contains all the agreements between **you** and **us**. The terms of this **policy** 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. **You** may cancel this **policy** at any time by calling **us** and stating the future date that you wish the cancellation to be effective. The cancellation will be effective on the last day of your billing cycle at the time of the cancellation request or 30 days thereafter, whichever is sooner. **We** will not backdate a cancellation unless **you** provide written proof that **your pet** has passed away or is no longer in **your** possession. If **you** notify **us** within the first thirty (30) days from the **original inception date** shown on the **declarations page**, and **you** have not submitted any claim against this **policy**, **we** will refund the entire premium. After thirty (30) days, **we** will return the pro rata premium based upon the date of termination of this **policy**.
- b. **We** may cancel this **policy** (or any renewal of this **policy**) if **you** fail to pay the premium when due. In such a case, a written notice will be sent to **you**, providing at least fifteen (15) days' notice of **our** intent to cancel. Otherwise, **we** may cancel this **policy** by providing **you** at least thirty (30) days' written notice.
- c. **We** may cancel the **policy** due to the following:
 - i. **Your material failure to comply with policy terms and conditions.**
 - ii. **You fail to send us relevant information in respect to a claim;**
 - iii. **Your use or threat of violence or aggressive behavior; or**
 - iv. **Your use of foul or abusive behavior.**
- d. **We** may elect not to renew this **policy** on the expiration date (for any of the reasons stated in Section VIII.6.c above). In addition, **we** may elect not to renew this **policy** on the expiration date due to a material change in the condition, factor, or loss experience material to insurability. **We** may do so by writing to **you**, with a written notice at least sixty (60) days prior to the expiration date.
- e. **We** will automatically renew **your policy** at expiration, unless **you** are otherwise notified of nonrenewal. **We** may change the premium, **maximum annual policy coverage**, **co-pay** amounts, **deductible(s)** and **policy terms and conditions** at renewal. **You** will be notified of changes in writing.
- f. In the event of cancellation of this **policy**, **we** will promptly return to **you** the unearned portion of any premium paid. Cancellation shall be without prejudice to any claim occurring prior to the effective date of cancellation, except if any condition above in item c. is present.

7. PROMOTIONAL OFFERS

Each named insured may periodically receive 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 thirty-five dollars (\$35.00).

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. CLAIMS IN EXCESS OF 50

If **we** pay more than fifty (50) claims in total to **you** for **your pet**, **you** may lose **your** promotional discount or credit received. **We** also reserve the right in these circumstances in which fifty (50) claims have been paid to offer alternative, lower coverage to **you**. The proper notice will be sent to advise of any change to **policy terms and conditions**.

10. 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.

11. ELECTRONIC DELIVERY

It is agreed that, unless otherwise notified by **you**, all documents and communications regarding this **policy** 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.

12. REASONABLE COST DISPUTE

In the event that **your** Veterinary Provider charges an amount for **Treatments** in excess of those typically charged in **your** geographic area for identical **Treatments** or Professional Services or **Treatments** that are not **Medically Necessary**, **we** reserve the right to dispute the amount of the **reasonable cost(s)** to be reimbursed.

AMENDATORY ENDORSEMENT

I. Section IV. Co-pay and Deductibles, is deleted and replaced by the following:

For each covered loss that is treated during the **policy period** and that is not related to any other covered loss during the same **policy period**, you will pay an amount of **co-pay** and a **deductible** as stated on your **declarations page**.

The **co-pay** percentage will be deducted from the total of all costs for a covered loss. Once the **co-pay** has been applied, the **deductible** will be applied to the remaining amount. The **deductible** will be applied separately to each separate covered loss. Your **maximum annual policy coverage** applies to each **policy period**. When the **treatment** dates of a covered loss falls into two or more **policy periods**, you will be required to pay a **deductible** for each **policy period**.

In addition to the application of the **deductible** and **co-pay**, there are limits on the total amount of insurance afforded per **policy period** as set forth on the **declarations page** as **maximum annual policy coverage** for each coverage part. (See also Section VI.)

II. Section V. General Exclusions, Item l. is deleted.

III. Section V. General Exclusions, Item n. is deleted and replaced by the following:

For the purpose of this policy, **degenerative disorders**, including but not limited to, cruciate ligament disease and IVDD will not be covered as **accidents** unless such disorder was caused by an **accident** that occurred during the **policy period** or, where this policy is a **renewal**, the period of a prior policy issued by **us** where **our** coverage for the same **pet** is uninterrupted. Though the **clinical sign(s)** may become apparent acutely, **degenerative disorders** are generally **pre-existing conditions**, not **accidents**.

IV. Section VII. General Conditions, Item 3. **PAYMENT OF LOSS** is deleted and replaced by the following:

Once **you** have provided the written notice and other specified information to **us**, **we** will determine whether the **loss** is covered by this **policy**. **We** will compute any applicable **co-pay** and **deductible(s)**. **We** will then make **our** reimbursement to **you** within five (5) working 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 **exclusion(s)** and any **maximum annual policy coverage**, if applicable.

Reimbursement of one claim does not guarantee **we** will reimburse additional claims. If **we** reimburse **you** for a claim contrary to this **policy's terms and conditions**, that reimbursement does not waive **our** rights to apply the **policy's terms and conditions** to any reimbursement or future claim. **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.

V. Section VII. General Conditions, Item 7. **CONCEALMENT, MISREPRESENTATION OR FRAUD** is deleted and replaced by the following:

This **policy** and all policies held by **you** may be cancelled with 45 days notice in any case of fraud by **you** any time as it relates to this **policy**. **Your** policies may also be cancelled with 45 days notice and all claims relating to which it is material will not be covered if **you** at any time intentionally conceal, misrepresent or exaggerate a material fact concerning:

- a. This or any **policy**;
- b. **Your pet**; or
- c. A claim under this or any **policy**.

IT IS HEREBY AGREED THE POLICY IS AMENDED AS FOLLOWS:

VI. Section VII. General Conditions, Item 8. COOPERATION, INFORMATION AND EXAMINATION is deleted and replaced with the following:

You agree that any **veterinarian** who has treated **your pet** has **your** permission to release any information **we** may ask for about **your pet**. **You** further agree that **we** have the right to have **your pet** examined by a **veterinarian** of **our** choosing at **our** own expense. In the event of any disagreement in the diagnosis of **your pet's** condition(s) or **treatment(s)** between **you** and **our veterinarian**, an independent **veterinarian** mutually agreed upon by both parties will be appointed. At any time within one year after the award is made any party to the arbitration may apply to the superior court for an order confirming the award, correcting or modifying the award for plain mistake, or vacating the award for fraud, corruption, or misconduct by the parties or by the arbitrators, or on the ground that the arbitrators have exceeded their powers. Where an award is vacated and the time within which the agreement required the award to be made has not expired, the court may in its discretion, direct a rehearing by the arbitrators or by new arbitrators appointed by the court.

VII. Section VIII. Other Terms and Conditions, Item 2. APPEALS, is amended to include following:

Appraisal

If the benefit amount cannot be agreed subsequent to an Internal Review, **you** and/or **we** have the right to select a competent and impartial primary **veterinarian** (appraiser). The two (2) appraisers will select a primary **veterinarian** as umpire. If they cannot agree, they may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of the benefit. If they fail to agree, they will submit their differences to the umpire. Written agreement signed by any two of these three will be nonbinding subject to our mutual agreement.

Each party will:

- d. Pay its chosen appraiser; and
- e. Bear the other expenses of the appraisal and umpire equally. The appraisal shall be completed within sixty (60) days of the selection of the participants.

VIII. Section VIII. Other Terms and Conditions, Item 6. CANCELLATION AND NONRENEWAL, parts a., b. and c. are deleted and replaced by the following:

- a. **You** may cancel this **policy** at any time by calling **us** and stating the future date that you wish the cancellation to be effective. **We** will not backdate a cancellation unless **you** provide written proof that **your pet** has passed away or is no longer in **your** possession. If **you** notify **us** within the first thirty (30) days from the **original inception date** shown on the **declarations page**, and **you** have not submitted any claim against this **policy**, **we** will refund the entire premium. After thirty (30) days, **we** will return the pro rata premium based upon the date of termination of this **policy**.
- b. We may cancel this **policy** (or any renewal of this **policy**) if **you** fail to pay the premium when due. In such a case, a written notice accompanied by the reason for cancellation will be sent to **you**, providing at least ten (10) days' notice of **our** intent to cancel. Otherwise, **we** may cancel this **policy** by providing **you** at least forty-five (45) days' written notice along with an explanation of the reason for cancellation.
- c. We may cancel the **policy** due to the following: nonpayment of premium, including nonpayment of any additional premiums, calculated in accordance with the current rating manual of the Company; discovery of fraud or material misrepresentation by the named insured in pursuing a claim under the **policy**; discovery of grossly negligent acts or omissions by the insured substantially increasing any of the hazards insured against; specific request of the insured.

IT IS HEREBY AGREED THE POLICY IS AMENDED AS FOLLOWS:

IX. Section VIII. Other Terms and Conditions, Item 10. UNPAID PREMIUMS, is deleted and replaced with the following:

We may retain an amount equal to any unpaid premium due on the **policy** under which a claim is being presented, in connection with claims by and settled with **us**, provided, however, that the unpaid premium remains unpaid sixty (60) days after the effective date of such **policy** or the date of the original billing for the unpaid premium, whichever occurs later.