Pets Accident & Illness Policy

Insuring Agreement

Aetna Insurance Company of Connecticut
(a stock company)
This policy is non-participating

In consideration for: Premiums paid; your compliance with all of your duties in the event of Covered Loss; and all other terms and conditions set forth in this Policy; we will pay up to the applicable limit (less any corresponding Deductible) for charges incurred for veterinary services resulting from Accident or Illness to your Pet(s) that first occur and are treated by a veterinarian during the Policy Term and are covered under this Policy. This Policy contains very strict Claims reporting requirements which must be followed as conditions precedent to coverage. Changes can be made only: with our expressed prior written consent; and by amending the Declarations; or by issuing an Endorsement which is made part of this Policy. Changes, amendments and waivers to this Policy will take effect on the date we specify in the Policy Declarations and Schedules or Endorsement, and will not relate back to the Policy inception. If the policyholder changes from one plan to another with higher benefits, the maximum benefits will be limited to those which applied before the change in plan for any conditions manifested, whether treated or not. We may investigate and settle any Claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages in judgments or settlements resulting from the offense or Incident equals our indemnification limit of liability.

Throughout the Policy and any Endorsements, the words: “you;” “your;” “Insured;” and “Named Insured;” refer to the Insured. The words: “we;” “us;” “our;” and the “Company;” refer to the Insurer. Other capitalized terms have specific meaning throughout the Policy as defined in the Definitions Section.

Table of Contents

Insuring Agreement …… 1
Deductible and Coinsurance …….. 2
Waiting Periods that Apply …… 2
Policy Term ……. 2
Premium Payments …….. 2
Electronic Delivery …….. 2
Continuity of Policy Limits ……. 2
Policy Renewal ……. 2
Renewal Premiums or Coverage Changes – Prior Notice Required …… 2
Description of Illness Plan Coverages …… 3
Coverage Limitations Applicable to Pets First and Pets Basic Plans ……. 3
Optional BestWellness Plan ……... 3
Accident Only Coverage Plans ……... 4
Exclusions Applicable to All Plans ……. 5
Termination Provisions …… 6
Claims Procedures …….. 6
Disputes Between You and Us / Claims Appeal and Complaint Process ……... 8
General Terms and Conditions …… 8
Definitions …… 10

Deductibles and Coinsurance	• All Claims are subject to any and all Deductibles and Coinsurance. • Deductible refers to the amount of a Covered Loss for each Incident for which you have become liable before Benefits apply. Per Incident Deductibles will be applied and deducted from covered Claims before Benefits apply. After application of the Deductible, we will settle any Claim or dispute, up to eighty percent (80%) of the remaining amount of the Usual and Customary Charge for each covered Incident. Coverage will not exceed the per Incident Policy limit for all Accident and Illness coverage. The Pet Owner will be responsible for paying a minimum of twenty percent (20%) Coinsurance of the remaining balances of the Claim. The specific Company and Insured Coinsurance percentages are stated on the Policy Declarations page. • Coinsurance is the stated percentage of each covered Claim for which you are responsible for paying. Coinsurance is in addition to any per Incident Deductible for which you are also responsible. The Coinsurance share of each covered Claim under this Policy will be a minimum of twenty percent (20%). The specific Coinsurance percentage is stated on the Policy Declarations page.
Waiting Periods that Apply	The Illness and Wellness Benefits are subject to a fourteen (14) day waiting period, following the effective date of the Policy before coverage becomes effective. There is a three (3) day waiting period for Accident Only coverage Claims. These waiting periods are waived for continuous, uninterrupted Policy Renewals, including, at Company's discretion, uninterrupted Policy Renewals from other pet insurance providers.
Policy Term	The Term of this Policy shall be for a period of three-hundred sixty-five (365) days. The Policy shall remain in effect as long as the Premium is paid and you comply with all other terms and conditions of the Policy. • Subject to the applicable waiting period, coverage begins at 12:01 a.m. on the third day following the date the Company or its designated representative receives and accepts the completed Application and the required Premium. • Coverage will continue until cancelled by you or us. Additional information regarding cancellation is listed in Policy Termination Provisions.
Premium Payments	You are responsible for the payment of all Premiums. We must receive the first payment to place coverage into effect. Thereafter, Premium payments will be due monthly unless we agree to accept Premium payments quarterly, semi-annually or annually. All Premium payments will be made by electronic debit to your credit card or bank account, unless you have made other approved payment arrangements with the Company. Other approved payment arrangements must be specifically set forth on the Declarations page. Payments by check will only be accepted when at least ninety (90) days of Premium has been paid up-front. This Policy will be cancelled if the Premium payment is not received within ten (10) days of the due date. Additional information regarding Premium payments is listed in the Policy Declarations.
Electronic Delivery	By accepting the terms of this insurance as evidenced by the payment of Premiums, it is agreed that this Policy, any Endorsements and any notices may be delivered to you by electronic mail via the internet, at the Company's option. If you choose not to accept electronic delivery of this Policy, you must immediately notify the Company and arrange for the Policy to be mailed or otherwise delivered.
Continuity of Policy Limits	Should you change state of residence so that this Policy must change, then the previously applied: Claim payments; and per Incident Benefits; and Per Pet Lifetime Benefits; will remain with the Pet and not the Policy. Coverage will not be reset due to this change.
Policy Renewal	We will renew this Policy automatically on the three-hundred sixty-sixth (366th) day following the effective date, unless: you receive a written notice of non-Renewal from us; or we receive written notification from you of your intent to non-renew this Policy. Coverage shall renew upon the same terms and conditions set forth in this Policy unless the Company provides you written notification of Policy changes, in accordance with the Renewal provisions set forth below.
Renewal Premiums or Coverage Changes – Prior Notice Required	If we elect to renew this Policy and: the Premium will increase by more than 30%; the Deductible will materially change; or we will materially reduce limits or coverage; we will mail written notice to you at the last known address at least 30 days prior to the expiration date of the Policy. If notice is not mailed at least 30 days before the expiration date of the Policy, the Policy will remain in effect for the lesser of: an additional 30 days; or until the effective date of any replacement coverage procured; on the same terms and conditions as the expiring Policy. If the Renewal is accepted, the new Premium and Renewal changes will be effective on and after the first day of the Renewal Term. If the Policy is not renewed, any earned Premium for the resulting extended period of coverage will be calculated pro rata at the rates applicable to the expiring Policy.

Description of Illness Plan Coverages

This Policy provides Illness and Accident coverage for the Pet(s) as set forth herein. We will pay up to 80% of the Usual and Customary Charge for each covered Accident or Illness up to the applicable maximum benefit per Incident for Claims resulting from charges incurred for covered veterinary services for the Pet(s) that first occur and are treated by a licensed veterinarian during the Policy Term. All Deductibles and Coinsurance, and other terms and conditions of the Policy will apply. Claims for veterinary services incurred or rendered subsequent to the termination of this Policy are not covered. This applies even if the Claim is for a medical condition that commenced prior to the termination of the Policy.	**Pets Basic Plan**	**Pets First Plan**	**Pets Premier Plan**
Per Pet Lifetime Maximum Benefit: (Payable only if Policy is continuously renewed and maintained in force during all eligible services.)	$42,500	$100,000	$100,000
Maximum Benefit Per Pet Incident: (Payable only if Policy is continuously renewed and maintained in force during all eligible services. Chronic Conditions are considered to be a single Incident.)	$2,500	$7,000	$14,000
Per Incident Deductible per Pet:	Please see declaration for chosen deductible of $100, $250 or $500		

Coverage Limitations Applicable to Pets Basic, Pets First and Pets Premier Plans

The conditions set forth in this section are subject to Deductibles and Coinsurance as previously described in the Policy.		**Pets Basic Plan**	**Pets First Plan**	**Pets Premier Plan**
Behavioral Conditions - Per Pet Lifetime Maximum Benefit:	Covers consultations and prescription medications by a licensed veterinarian only.	$200	$300	$400
Hereditary Conditions - Per Pet Lifetime Maximum Benefit:	Excludes Congenital Conditions, which are excluded from coverage as well as any condition that manifested, whether diagnosed, treated or not, before the policy effective date of coverage. This coverage is not applicable for any pet enrolled after its second birthday and all claims for Hereditary Conditions are excluded.	$500	$1,000	$2,500
Pregnancy Related Conditions, Including Complications Caused By or Resulting From Pregnancy - Per Pet Lifetime Maximum Benefit:	The following breeds are not covered for pregnancy related conditions: **Dog Breeds**: Bulldog, Boston Terrier, Chihuahua, Pug, Dachshund, Lhasa Apso, Maltese, Pekingese, Pomeranian, Schipperke, Shih-Tzu, Silky Terrier, Tea Cup Poodle, West Highland Terrier, and Yorkshire Terrier. **Cat Breeds**: Himalayan and Persian.	$300	$400	$500
Mortality Expenses for humane reasons only, (limited to euthanasia, cremation or burial in association with euthanasia) - Per Pet Lifetime Maximum Benefit:	Maximum benefit for all combined services:	$200	$300	$400
Holistic and Alternative Care - Per Pet Maximum Benefit per Policy Term:	Limited to Chiropractic and Acupuncture performed by a licensed veterinarian.	$150	$250	$500

Optional Best Wellness Plan

This coverage provides limited benefits at the lesser of: the maximum benefit listed below; or the actual costs incurred; for the following BestWellness care for the Pet(s). Deductibles and Coinsurance do not apply to BestWellness benefits.
If BestWellness benefits are: Cancelled; or not renewed; for any Pet(s) during any Policy Term or subsequent Policy Renewal, then a twelve (12) month waiting period will be applied before Wellness Benefits coverage can again be purchased for said Pet(s).
Cancellation of the BestWellness plan may, at the Company's discretion, result in the non-Renewal of the Pets Basic and Pets First plans at the Policy Renewal date.

General:	Optional Canine BestWellness Plan	Optional Feline BestWellness Plan
Benefits available per Policy Term if Policy is kept in force for 12 consecutive months	$480.00	$545.00
Wellness Exam	$50	$50
Spay / Neuter	$100	$100
Teeth Cleaning	$100	$100
Blood Panel	$60	$60
Flea, Tick and Heartworm Preventative	$25	$25
Heartworm Test	$25	$25
Urinalysis Test	$25	$25
Fecal Test	$15	$15
FeLV Test (Leukemia)	N/A	$60
Vaccines/Inoculations:		
Rabies	$15	$15
DHLP	$15	N/A
Lyme	$15	N/A
Giardia	$15	N/A
Bordetella	$10	N/A
Parvo / Corona	$10	N/A
FVRCP	N/A	$25
Leukemia	N/A	$25
FIP (Feline Infectious Peritonitis)	N/A	$20

Accident Only Coverage Plan

We will pay up to eighty percent (80%) of the Usual and Customary Charges for each covered Accident Claim up to the applicable maximum benefit for Claims resulting from covered veterinary expenses for the Pet(s) that first: manifest; occur; or are treated by a veterinarian during the Policy Term. All per Incident Deductibles will be applied and deducted from Covered Claims before Benefits are calculated and applied. The Coinsurance for each covered Claim will be twenty percent (20%) after the Deductible. A three (3) day waiting period is applied after the effective date of the Policy before Accident Only coverage begins.	
Claims for veterinary services incurred or rendered subsequent to the termination of this Policy are not covered. This applies even if the Claim is for a medical condition that commenced prior to the termination of this Policy.	
Maximum Benefit per Incident per Pet: (Payable only if Policy is continuously renewed and maintained in force during all eligible services.)	$1,500
Lifetime Benefit Maximum per Pet: (Payable only if Policy is continuously renewed and maintained in force during all eligible services.)	$10,000
Per Incident Deductible per Pet:	$100
Covered Accidental Injuries Trauma; poisoning; bite (animal, insect, snake); hit by car or moving vehicle; foreign body ingestion; bone fracture; laceration; cut; abrasion; wound; torn nail; and other such related medical problems directly attributable to Accidental Injury. Disease conditions including, but not limited to: bacterial; metabolic; viral; viral like; or cancer are not considered Accidental Injuries. Only Accidental Injury is covered.	

Exclusions Applicable to All Plans

We will not be liable for paying any of the following:

1. Claims for veterinary services exceeding the maximum per Incident or lifetime benefits amounts or Policy limits.
2. Claims arising from, or as a result of, any excluded procedure, Accident or Illness.
3. Any Claims caused by or as a result of: Invasion; war or civil war; insurrection; rebellion; revolution; military or usurped power; or by operation of armed forces while engaged in hostilities; whether war be declared or not.
4. Any Claims caused by or as a result of any: nuclear incident; or biological, chemical or radiation contamination or exposure; other than acts of terrorism.
5. Pre-Existing conditions, which are claims for Accident or Illness to the Pet(s) that occur or manifest, whether treated or not, prior to the effective date of the Policy or during the waiting period.
6. Claims for attorney fees or other defense or court-related expenses arising out of any Claim or dispute in connection with this Policy.
7. Claims for Hereditary Conditions that first manifest; whether diagnosed, treated or not; in a pet that first enrolled after its second birthday.
8. Claims for veterinary charges, fees or other related expenses exceeding eligible benefits or because such expenses are in excess of the Usual and Customary Charges for the local area where the Insured incurred charges and services were rendered.
9. Claims for Illness, sickness, disease or BestWellness coverage for the Pet(s) that manifest, whether diagnosed or not, before the effective date of coverage or prior to the expiration of the fourteen (14) day waiting period under the Policy. Claims for Accident coverage are excluded if they occur prior to the expiration of the three (3) day waiting period. All waiting periods are waived for uninterrupted Policy Renewals.
10. Preventative and elective procedures, including, but not limited to: tail docking; ear crops; nail trims; feline declaws; dewclaw removal; elective gastropexy; and anal gland expression and removal.
11. Treatment or prevention of obesity.
12. Non-veterinary services, including, but not limited to: federal, state or local taxes; waste disposal; government fees and surcharges; photocopying fees; bank fees and credit card charges; vitamins; supplements; food; nutritional products; bathing; grooming; boarding; pet day care; biohazardous waste fees; OSHA fees; maintenance fees; or transportation expenses.
13. Any services not performed by a licensed veterinarian or under the supervision of a licensed veterinarian.
14. Parasitic treatments or prevention, including but not limited to: roundworms; tapeworms; hookworms; heartworms; fleas; ticks; and giardia, except as is provided under the BestWellness endorsement if purchased.
15. Vaccinations and routine annual exams, blood work, and other diagnostics except as provided by the BestWellness endorsement if purchased.
16. All claims for Cruciate Ligament tear or rupture that manifest or occur, in the first annual Policy Term whether diagnosed, treated or not.
17. Special diets; supplements; herbal therapies; vitamins; food; bathing and grooming; other routine care; maintenance; boarding; and medical-related transportation expenses (other than as may be provided by Endorsement).
18. Claims that occur from any: Accident; Injury; Illness; or Condition; with respect to which the Insured was advised by a veterinarian to take preventative measures, and did not meet the terms.
19. All Deductibles and Coinsurance that are required to be paid as described in this Policy.
20. Claims for teeth cleanings unless specifically covered under the BestWellness Endorsement of the Policy. Gingivitis and progressive periodontal disease caused by the accumulation of tartar is not a covered expense.
21. Breeding, conditions relating to breeding and reproduction expenses, such as artificial insemination.
22. Any fees associated with treatment or diagnosis of congenital defects including but not limited to patellar luxation, umbilical hernia, entropion, ectropion, elongated soft palate, stenotic nares, malocclusion, mitral valve defects, patent ductus arteriosis, ventricular septal defect and portosystemic shunt.

Termination Provisions

Cancellation by You	You may cancel this Policy by mailing or electronically delivering to us by e-mail advance written notice of your request for cancellation. You may also cancel this Policy by calling us at 208-947-3896 or 1-877-738-7237, (and we will send you written notice of cancellation). Cancellation will be effective on the later of: the date requested by you; or the date we receive your request.
Cancellation by Us	We may cancel all or part of this Policy as follows. If it has been in effect for 60 days or less by providing written notice of cancellation to you or the Pet Owner at least: ten (10) days before the effective date of cancellation if we cancel for nonpayment of Premiums; or thirty (30) days written notice if we cancel for any other reason. If this Policy has been in effect for more than 60 days, we may only cancel this Policy or part of this Policy, for one or more of the following reasons: • The Policy was obtained by Fraud or material misrepresentation; • Violation or breach of any Policy Terms and conditions by the Insured other than nonpayment of Premium; • Changes in circumstances which may measurably increase the risk of loss; • Loss of any reinsurance coverage to the Company for all or a substantial part of the underlying risk; • Continuation of the Policy would place the Company in violation of state insurance laws; • Non-payment of Premium. If we cancel for one or more of the first five (5) reasons enumerated above, written notice of cancellation will be sent to you at least forty-five (45) days before the effective date of the cancellation. During the notice period, you or the Pet Owner will be required to continue making Premium payments in accordance with the terms of this Policy. If we cancel due to non-payment of Premium, notice will be provided to you at least ten (10) days before the effective date of cancellation.
Non-Renewal by Us	If we elect not to renew this Policy, we will send written notice of our intention not to renew at least forty-five (45) days prior to the expiration of the Policy. If notice is not sent to you at least forty-five (45) days prior to the expiration of this Policy, this Policy will remain in effect for an additional forty-five (45) day period following the Policy expiration date on the same terms and at the same Premium rates as the expiring Policy. All non-Renewal notices will be sent to you in accordance with the Electronic Delivery provision described on Page 2 of the Policy.
Reinstatement of Policy	If the Policy is cancelled for non-payment of Premiums, we may, at our option, reinstate the Policy if we receive the full past due Premium, along with a written request for reinstatement within fifteen (15) days of the effective date of cancellation.
Refund of Unearned Premiums Upon Cancellations	If either you or we cancel this Policy, we will send you a refund of any unearned Premium within thirty (30) days of the effective date of cancellation. The unearned Premium will be calculated using a pro-rata factor developed from the difference between: the number of days that the Policy was in effect; and the number of days remaining after the effective date of cancellation. No Premiums shall be refunded for any mid-Term cancellation during months in which a loss occurred or Claims were submitted and paid. If Premium payments are made by credit card or bank debit card, any Premium refund due and owing will be credited to the credit card or bank account. Premium payments made by check will be refunded by check and mailed directly to you. Any uncollected Premiums owed us for coverage provided prior to the effective date of cancellation will be prorated and billed to you in accordance with the payment arrangement set forth on the Declarations page.

Claims Procedures

Payments for Claims are subject to: the terms of the Policy; any coverage limitations; Deductibles; and Coinsurance. We will make all Claims payments directly to the Insured, unless we receive a written notice from you requesting that such payment be made directly to the veterinary provider listed on the Claim. Claim forms can be accessed on-line at the website address below or can be obtained by contacting Pets Best Insurance Services LLC.

Claims Contact and Submission Information	Pets Best Insurance Services LLC 2710 Sunrise Rim Road Ste, 100 Boise, ID 83705 Phone: 208-947-3896 Fax: 866-777-1434 Toll Free: 1-877-Pets-Best (738-7237) Email: claims@petsbest.com Website: www.petsbest.com
Your Duties in The Event of a Loss in Order to Receive Eligible Benefits	In the event of loss you must do all of the following: • Promptly report all Claims. Claims must be reported within 90 days, but no later than one hundred and eighty (180) days of the Incident date. If, through no fault of your own, you are not able to meet the deadline for filing claim, your claim will still be accepted if you file as soon as possible, but in no event more than one year after the deadline. • You must submit a claim form, completed and signed by you and the veterinarian. Along with the claim form you must include the itemized paid receipt or billing statement reflecting the charges and the nature of treatment. Keep a copy of the receipt and the billing statement for your records. An electronic claim form, (that we approve), from the attending veterinarian may be submitted for direct payment. • Take all necessary and reasonable steps to prevent further loss. • Make available the Pet(s) or other relevant items or information in your possession or control for our inspection and examination. • Maintain records of expenses incurred for which the Insured is liable and seek reimbursement. • Authorize us to obtain any additional records or other information we deem necessary directly from the veterinarian. • Provide notice to us in writing and include all known facts relating to the Claim; and submit the Pet(s) to medical examinations or other evaluations that we deem necessary by the consultant(s) of our choice.
To Receive Eligible Benefits from the Insurer	• Payments for Claims are subject to: the terms of the Policy; any coverage limitations; Deductibles; and Coinsurance. We will make all Claims payments directly to you, unless we receive a written notice from you requesting that such payment be made directly to the veterinary provider listed on the Claim. • You must submit a claim form, completed and signed by you and the veterinarian. The claim form must include the original paid receipt or billing statement reflecting the charges and the nature of treatment. Keep a copy of the receipt and the billing statement for your records. An electronic claim form, (that we approve), from the attending veterinarian may be submitted for direct payment. • Upon our request, you must: provide us with authorization to obtain all records for the treatment of the Pet(s); and allow us to contact the attending veterinarian directly in order for us to process the Claim. All Claims must be submitted to us within ninety (90) days, but in no event later than one hundred and eighty (180) days after veterinary treatment has been provided. The failure to submit a Claim on a timely basis which: prejudices our right to seek an independent medical examination of the Pet(s); or impedes our ability to obtain the Pet's veterinary records or to otherwise process the Claim; shall result in the denial of the Claim.
The Most We Will be Obligated To Pay for Covered Loss is the Lesser Of:	• The actual amount incurred for treatment to the Pet(s); • The applicable scheduled Policy maximum benefit; or • the Usual and Customary Charges, fees or other related expenses for the local area.
When More Than One Limit Applies to the Same Incident	We will only pay up to the largest single applicable limit. In no event is stacking of any limits allowed regardless of the number of Covered Losses or other causes of loss or events that contribute concurrently or in sequence to: the cause of loss; consequential loss; or damage; to the Insured Pet(s). Multiple diagnoses may be considered one incident, especially if occurred on about the same time as: the original incident or claim; a complication of original incident; or presented for multiple medical conditions.
Fraud Warning	Any person who knowingly, and with intent to: injure; defraud; or deceive any insurer; makes any Claim for the proceeds of an insurance Policy containing any false, incomplete or misleading information is guilty of a felony.

Disputes Between You and Us / Claims Appeal and Complaint Process

The following describes the appeal process in the event you have a complaint or grievance regarding the denial of a Claim or other action taken by us under this Policy. All requests for an appeal must be submitted to us within sixty (60) days of the denial of your Claim or other action giving rise to the complaint or grievance.	
First Level Appeal	You may initiate an appeal through submission of a written request to the Company. Written appeal requests should be mailed to Pets Best Insurance Services, Claim Department, 2710 Sunrise Rim Road Ste 100, Boise, Idaho 83705. The appeal shall set forth the reasons why you or the Pet Owner contend the denial of the Claim was incorrect. Any written comments, documents or other relevant information may be submitted with the appeal. After our receipt of the appeal, all facts: including those originally used in making the initial decision; and any additional information that is sent or that is otherwise relevant; will be reviewed by one of our medical/claims representatives who was not involved in the initial decision. A written notice of the first level appeal decision will be sent within thirty (30) days of our receipt of the request for an appeal. However, if we request additional information or documentation, a decision will be sent within thirty (30) days of the date we receive the additional information or documentation. If the original decision is upheld, the written notice will state the specific reasons for denial and the specific Policy provisions upon which the decision is based.
Second Level Appeal – External Review	If you disagree with the decision made in the first level appeal, you may request further appeal to the second level – external review. You must first exhaust the first level appeal before submitting a request for second level – external review. A request for second level – external review must be made in writing within thirty (30) days of the date of the issuance of our first level written appeal decision. An impartial veterinarian selected by us, who is independent and not controlled by us, will conduct the external review. The independent veterinarian will issue a determination within sixty (60) days of receipt of the request for external review.
Optional Third Level Appeal – Binding Arbitration	Arbitration is available as the final level of appeal for a dispute you have with us. All other levels of this appeal process must be exhausted before arbitration is available. Choosing arbitration as the final level for the settlement of such disputes will be binding upon: the parties; their heirs; successors; and representatives. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The costs of arbitration, including reasonable filing fees and arbitrator fees, shall be shared equally by the parties. Other expenses of arbitration, including, but not limited to, attorneys fees and costs, will be borne by the party incurring those expenses. The parties agree that the arbitration decision will be binding and may be enforced in any court having jurisdiction thereof by filing a petition for enforcement of said decision. Any arbitration proceedings will be conducted in Connecticut unless your state's insurance laws require otherwise.
Complaints – State Department of Insurance	If you disagree with the decision made at any time during the appeal process, you have the right to file a complaint with your State Department of Insurance. Please refer to your individual State's department for details and applicable rules and laws.
Legal Remedies	You must first exhaust the formal appeals process set forth herein before filing a lawsuit to resolve a dispute. The time to file such action shall be tolled while the formal appeals process is pending. The failure to exhaust the formal appeals process set forth herein may be a defense we can assert to any legal proceeding filed.

General Terms and Conditions

Policy Endorsements & Declarations Changes	You may request changes to the terms of this Policy at any time prior to the expiration date of the Policy. All Policy changes are subject to our prior written consent and may only be made by: amending the Declarations page; or by issuing an Endorsement to the Policy. All Policy Endorsements and riders are incorporated into and shall become a part of this Policy. Changes and amendments to this Policy will take effect on the date we specify in the Policy Declarations and Schedules or Endorsement, and will not relate back to the Policy inception date.
Plan Upgrades or Downgrades	If you opt to transfer the Pet(s) to a plan with higher benefits, the maximum benefit payable with respect to an: Illness; Accident; or injury category; will be restricted to the maximum benefits payable under the Policy that applied during the period in which such: Illness; Accident; or injury; first manifested. If the level of coverage is lowered, the lower maximum benefits shall apply. Pre-Existing Conditions exclusions shall not apply to a Pet's medical condition that: existed; occurred; or was diagnosed or treated; prior to the plan upgrade or downgrade and after Policy application. This only applies if the Policy is continuously renewed and there is no interruption or lapse in coverage. All plan upgrades and downgrades shall be subject to the same waiting periods for Illness coverage for new plans set forth in this Policy.

Premium Discounts	The Company may, from time to time at its option, offer Premium discounts to Insureds who meet certain underwriting criteria. These discounts may be: altered; changed; modified; revised; discontinued; or terminated; at any time by the Company at its discretion, upon thirty (30) days written notice to you.
Excessive Claims or Lack of Claims	Premiums may increase with excessive Claims or decrease in the absence of Claims.
Claims for Services Incurred Subsequent to the Policy Termination Date	Claims for veterinary services incurred or rendered subsequent to the termination of this Policy are not covered. This applies even if the Claim is for a medical condition that commenced prior to the termination of this Policy. However: conditions that are diagnosed but not treated prior to the Policy termination date; or conditions that are subject to ongoing treatment that commenced prior to and continued after the Policy Renewal date; are covered subject to applicable Per Incident benefit maximums if the Policy is continuously renewed without interruption and no lapse in coverage occurs.
Other Insurance	This Policy is excess over any other valid and collectible insurance, whether: primary; excess; contingent; or on any other basis. When this insurance is excess, we will only pay amounts (subject to Policy limitations) in excess of other insurance. If no other insurance exists to cover Claims, this Policy will be considered primary and we will pay Claims subject to the terms and conditions of the Policy. If you or the Pet Owner have other insurance that provides similar primary coverage or is also excess covering the same Covered Loss, our share of the claim is the pro rata proportion that the applicable scheduled limit, or sub-limit, under this Policy bears to all other applicable excess or primary coverage. However, we will not pay more than the applicable scheduled Policy limit or sub-limit. It is the responsibility of the Insured to notify us in the event that other insurance is in force. Failure to do so may result in cancellation of this Policy and forfeiture of benefits.
Release of Information and Records	If requested, you agree that the current or previous attending or treating veterinarian(s) is/are allowed to release information or records to us regarding the Pet(s) in conjunction with: application for coverage; the processing of a Claim; or the handling of a dispute. Any charge made by the veterinarian for such information shall be at your expense.
Policy	The entire and integrated Policy between the Insured and the Insurer consists of: The Policy; the Policy Declarations; the Endorsements; riders; and the application. This Policy supersedes all prior negotiations, representations, or agreements either written or oral.
Liberalization	If we adopt any revision that would broaden the coverage under this Policy without additional Premium within forty-five (45) days prior to or during the Policy Term, the broadened coverage will immediately apply to this Policy.
Non-Transferable Interest	Your rights and duties under this Policy cannot be transferred without our prior written consent, except in the case of your death. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the course and scope of their duties as your legal representative. Until your legal representative is appointed, anyone having temporary proper custody of the Insured Pet(s) will have your rights and duties under the Policy, but only with respect to the Insured Pet(s). We reserve the right to: require new proof of insurability; and apply new underwriting criteria and rates; in the event the Pet Owner transfers the ownership of a Pet(s) to others who desire to maintain insurance coverage with us.
Premium Refund Conditions	If the Policy is cancelled within fourteen (14) days of its initial issuance and no Claims have been submitted or paid, then the Premiums shall be fully refundable. However, the first month's Premium is not refundable if any Claim has been submitted and paid. If the Policy is cancelled more than fourteen (14) days after issuance, we will refund the Policy Premium on a pro-rata basis.
Reinstatement of Limits	Lifetime and maximum benefits per Incident per Pet are not automatically reinstated each Policy Term. The Renewal Policy may be subject to changes in rates, terms and conditions as set forth in our offer to renew.
Transfer of Rights of Recovery Against Others to the Insurer	If we make payment under this Policy and the Insured has rights to recover damages from another, those rights are transferred to us to the extent of our payment. The Insured must do everything necessary to secure these rights and must do nothing after loss to impair them.
Insured Referrals	From time to time, at our option and in compliance with all applicable law, we may advertise special promotions or offer the Insured free gifts, including small cash rewards and incentives, for customer referrals if the person recommended to us purchases a Policy.
Affinity and Corporate Group Members	If you belong to an employer or affinity group that receives coverage or rate discounts through one of our plans and you terminate your employment or affiliation with the affinity group, we will continue to offer you the same coverage and group rate discounts for a period of one year following your date of termination of employment or discontinuation of membership in the affinity group.

Fraud, Misrepresentation or Concealment	Any Fraud, Misrepresentation or Concealment in relation to any matter affecting the insurance hereunder or in connection with the making of any Claim hereunder shall render coverage provided under this Policy null and void, and all Claims there under shall be forfeited and not paid.
Governing Law	Aetna Insurance Company of Connecticut is a Connecticut Corporation. This Policy is deemed negotiated and entered into in the State of Connecticut and the Policy, and any rights, remedies, or obligations provided for in this Policy, shall be construed and enforced in accordance with the laws of Connecticut. You acknowledge that by entering into this Policy: you are deemed to be transacting business within the State of Connecticut; and you consent to the jurisdiction of the courts of the State of Connecticut to hear and decide claims or disputes arising between the parties related to coverage issues and any payments due under the Policy.

Definitions

Accident	Means an unforeseen, unexpected event(s) that results in physical injury to the Pet(s). The accident and treatment must occur during the Policy Term. For Accident Only coverage plans, coverage is limited to those injuries specifically listed under the "covered accidental injuries" section of this Policy.
Behavioral Conditions	Are those maladies of a Pet's behavior that are primarily due to or the result of a medical condition.
Benefit	Refers to the Insurer's obligation to settle any Claim or suit up to eighty percent (80%) of the Usual and Customary Charges for a Covered Loss after application of Deductibles.
Claim	Means a request to pay benefits under this Policy.
Chronic Condition	A condition that is: likely to reappear; and is not likely to be cured; or may go on for some time.
Congenital Condition or Disorder	A condition or disorder that is present at birth that may be recognized at birth, or years later. Congenital disorders can be a result of: genetic abnormalities; the intrauterine environment; or unknown factors. All congenital disorders are excluded from coverage.
Covered Losses	Refers to an eligible: Accident; Illness; or Wellness Benefits; occurring during the Policy Term and subject to specified: Policy limits; Deductibles; and Coinsurance.
Deductible	This is an amount of Covered Losses, as stated in the Policy, incurred during each Incident for which no Benefits will be paid. The deductible applies separately for each Incident. After Covered Losses reach the deductible, the plan will begin to pay Benefits for Covered Losses for the rest of the Policy Term.
Exclusion	Refers to losses which are not covered under this Policy.
Fraud, Concealment or Misrepresentation	Refers to an act by any person who, with intent to defraud, or knowing that he or she is facilitating a fraud against an insurer, submits: a Policy application; or files a Claim containing a materially false or deceptive statement; or intentionally omits or conceals information material to the insurer's assumption of risk in issuing a Policy or paying a Claim.
Hereditary Conditions	Refers to a condition, defect or disease, which was transmitted to the Pet(s) genetically from its parent(s). The condition, defect or disease may or may not be manifested until late in life if at all. The hereditary conditions listed below are subject to special Policy sub-limits: **All breeds:** • Factor i, ii, vii, viii, ix, x, xi and xii deficiencies. • Von Willebrand disease. • Hip Dysplasia. • Elbow Dysplasia. • Osteochondritis Dissecans. • Legg-Calve-Perthes disease. • Cataracts in Pets less than six years old – not including secondary to traumatic injury or diabetes mellitus. • Progressive retinal atrophy.

	Breed specific: • Corneal Dystrophy – Airedale, Cocker Spaniel, Cavalier King Charles Spaniel, Miniature Poodle, Samoyed, Shetland Sheepdog, And Siberian Husky. • Urate Urolithiasis – Dalmatian. • Cystine Urolithiasis – Newfoundland, Irish Terrier, Scottish Terrier, Australian Shepherd, Basenji, Bichon Frise, Bull-Mastiff, Chihuahua, Dachshund, English Bulldog, Mastiff, Miniature Pinscher, Pembroke Welsh Corgi, Pitbull Terrier, Scottish Deerhound, Silky Terrier, And Staffordshire Terrier. • Xanthine Urolithiasis – Cavalier King Charles Spaniel. • Glaucoma – Beagle, Siberian Husky, and Welsh Springer Spaniel. • Copper Hepatopathy – Bedlington Terrier. • Epilepsy – Beagle, Belgian Tervuren, Dachshund, German Shepherd, Golden Retriever, Keeshond, and Labrador Retriever.
Illegal or Wrongful Acts	Refers to an act: foreseen or unforeseen; intended or unintended; arising out of or related to, any illegal, criminal or wrongful act(s) committed: by the Insured(s); or by members of the Insured(s) household; or by the Insured(s) representative(s); at the Insured(s) direction or with the Insured(s) knowledge and consent; with respect to an Insured Pet(s).
Illness	Refers to sickness or disease of the Insured Pet(s) during the Policy Term. Illness coverage begins fourteen (14) days after the Policy effective date.
Incident	Refers to a specifically identifiable Accident or Illness. Recurring and/or Chronic Conditions shall be considered as one Incident. Multiple diagnoses may be considered one incident, especially if occurred on or about the same time as: the original incident or claim; a complication of original incident; or presented for multiple medical conditions.
Incident Date	Refers to the date that the policy holder first incurred charges for any given incident.
Insured	Refers to the Insured(s) shown on Declarations Page
Insurer	Refers to Aetna Insurance Company of Connecticut or its designee shown in the Declarations Page.
Nuclear and Radiation Risk	Means injury or Illness arising out of radioactive contamination, radiation, toxicity, heat or fire resulting from: nuclear material; nuclear waste; spent fuel; containment structures; explosions or discharge of radiation from any device employing atomic fission, fusion, or any other nuclear reaction; or solar storm; whether from the source or as a by-product of the source.
Premium	Refers to the dollars paid by the Insured for coverage, which may be paid in: Monthly; ninety-day; one-hundred eighty day; or annual increments; by automatic debit to the Insured's credit card or bank card or by check (except monthly). For the initial Policy, the Insured is required to pay the first Premium payment in advance at the time the Policy is issued. We only accept payment by check if you are paying: ninety-day; one-hundred eighty day; or annual premium.
Per Pet(s) Incident Benefit	Refers to the maximum amount we will pay for a single Incident to your Pet(s) regardless of whether treatment or services extend into subsequent Policy Terms. A single Incident may have multiple: Conditions; injuries; or symptoms. Per Incident occurrences may be subject to lower benefit limits if specified by condition.
Per Pet Lifetime Benefit	Refers to the maximum amount we will pay during the lifetime of the Pet(s) for any and all: Incidents; conditions; injuries; or symptoms.
Pet	Refers to the Insured Pet(s) listed on the Declarations page.
Pet Owner	Refers to the owner of the Pet(s) identified in the Declarations or any Schedule or Endorsement attached to and made a part of this Policy.
Pre-Existing Condition(s)	Refers to a condition, injury or Illness of the Insured's Pet(s) that was: present; contracted; or which first manifested itself; or for which a veterinarian may or may not have been consulted; or for which symptoms, treatment or medication may or may not have been prescribed; prior to the effective date of the Insured's Pet's coverage under this Policy. These conditions are always excluded from coverage.
Pregnancy Related Conditions	Refers to a condition related to or arising from pregnancy. Pregnancy Related Conditions are subject to special Policy sub limits.
Renewal	Refers to the offer and acceptance by the Company and Insured of continuation of insurance coverage after the initial Policy Term. This is subject to Policy coverage limits and terms and conditions imposed by the Company.

Term	Refers to a three-hundred and sixty-five (365) day period starting at 12:01 a.m. on the Policy effective date as shown on the Policy Declarations page and ending at 12:01 a.m. on the 366th day following the effective date of the Policy.
Usual and Customary Charges	Refers to the typical fees charged by veterinarians for a particular: treatment; service; or product; in the general geographic area or facility where the Pet(s) received treatment.
Wellness Benefits	Refers to: preventative vaccines; annual exams; teeth cleaning; spay/neuter; and routine diagnostic tests; listed in the benefits Schedule. All Wellness Benefits are subject to the coverage limits identified in the benefits Schedule. Pets shall not be eligible for Wellness Benefits until after a fourteen (14) day waiting period following the issuance of the Policy.

THIS ENDORSEMENT CHANGES YOUR POLICY AS THE PROVISIONS BELOW ADD TO, OR REPLACE EXISTING PROVISIONS IN YOUR POLICY. PLEASE READ IT CAREFULLY.

WYOMING – SPECIAL PROVISIONS

RENEWAL PREMIUMS OR COVERED CHANGES- PRIOR NOTICE REQUIRED
If we elect to renew this Policy and: the Premium will increase by more than 30%; the Deductible will materially change; or we will materially reduce limits or coverage; we will mail written notice to you at the last known address at least 45 days prior to the expiration date of the Policy. If notice is not mailed at least 45 days before the expiration date of the Policy, the Policy will remain in effect for the lesser of: an additional 45 days; or until the effective date of any replacement coverage procured; on the same terms and conditions as the expiring Policy. If the Renewal is accepted, the new Premium and Renewal changes will be effective on and after the first day of the Renewal Term. If the Policy is not renewed, any earned Premium for the resulting extended period of coverage will be calculated pro rata at the rates applicable to the expiring Policy.