AMERICAN PET INSURANCE COMPANY

a New York Insurance Company
Administrative Office: 6100 4th Ave S. Suite 200. Seattle, WA 98108

California
Insurer Disclosure of Important Policy Provisions

Pets Best Pet Health Insurance is underwritten by American Pet Insurance Company

Right to Return

You have 30 days from the day you receive this policy, certificate or rider to review it and return it to us if you decide not to keep it. You do not have to tell us why you are returning it. If you decide not to keep it, simply return it to us at our administrative office or you may return it to the insurance producer that you bought it from as long as you have not filed a claim. You must return it within 30 days of the day you first received it. We will refund the full amount of any premium paid within 30 days after we receive the returned policy, certificate or rider. The premium refund will be sent directly to the person who paid it. The policy, certificate or rider will be void as if it had never been issued.

Exclusions

The policy excludes coverage due to any of the following:

1. A Pre-existing Condition
2. A Chronic Condition if manifested prior to coverage

Other exclusions may apply. Please refer to the exclusions section of the policy for more information.

Waiting Periods that Apply

1. 14 days following the Policy Effective Date for any Illnesses and any related Conditions.
2. 30 days following the Policy Effective Date for any Cruciate Ligament Events and any related Conditions, not as the result of an Accident.
3. Once met, these Waiting Periods are waived for continuous, uninterrupted policy Renewals, including, at our discretion, uninterrupted policy Renewals from other Pet Insurance providers.
4. The Waiting Periods may be reduced or waived for coverage acquired through pre-approved channels where the health of your Pet is certified by a participating Veterinarian prior to coverage being purchased.

Please refer to your Declaration Page for your Pet's specific Waiting Period.

Description of Accident and Illness Plan Coverage	
Annual Policy Limit	Option 1 $2,500 Option 2 $5K Option 3 $10K Option 4 No Annual Limit
Co-Insurance (Us / You):	50%/50%, 60%/40%, 70%/30%, 80%/20%, or 90%/10% as shown on the policy declarations page
Annual Deductible per Pet:	$50 - $2,000 as shown on the policy declarations page
Supplemental Benefits	
Office Visits / Exam Fees	Covered or not covered as shown on the declaration page

Sample

Take Home Prescription Medications	Covered or not covered as shown on the declaration page
Rehabilitation, Acupuncture, and Chiropractic Care	Covered or not covered as shown on the declaration page

Description of Accident Only Policy	
Annual Policy Limit:	$10,000
Co-Insurance (Us/You):	90%/10%
Annual Deductible:	$250

Deductible & Coinsurance

DEDUCTIBLE: The Annual amount you pay out-of-pocket for the Actual Cost of Veterinary Treatment for any eligible Condition after the application of your selected Co-Insurance amount.

CO-INSURANCE: This term applies to both parties as described on your declarations page. The larger percentage represents our portion of the Actual Cost of Veterinary Treatment that is paid for any eligible Condition before the application of your chosen Deductible.

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 you, 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. The most we are obligated to pay for Covered Loss is the lesser of the actual amount incurred for the treatment of an insured Pet, minus Deductible and Coinsurance; or the applicable scheduled Policy maximum benefit. The formula for determining claims reimbursement is as follows: eligible expenses multiplied by reimbursement percentage minus deductible = reimbursement amount.

Premiums

The cost of your policy may change if you change geographic locations or your Pet ages, among other factors. Your cost will not change based on your Pet's individual claims experience.

Underwriting Company

Pet insurance coverage offered and administered by Pets Best Insurance Services, LLC is underwritten by American Pet Insurance Company, a New York insurance company headquartered at 6100 4th Ave. S. Suite 200 Seattle, WA 98108. Pets Best Insurance Services, LLC (CA agency #0F37530) is a licensed insurance agency located at 11333 N. Scottsdale Rd. #160, Scottsdale, AZ 85254. Terms and conditions apply. See your policy for details.

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Definitions

Chronic Condition – A Condition that can be treated or managed, but not cured.

Pet Insurance - Means an individual or group property insurance Policy that provides coverage for Accidents and Illnesses of Pets, and other Veterinary Expenses.

Sample

Pre-existing Condition - Means any Condition for which a Veterinarian provided medical advice, the Pet received treatment for, or the Pet displayed signs or symptoms consistent with the stated Condition prior to the effective date of a Pet Insurance Policy or during any Waiting Period.

Producer - Means a person licensed pursuant to Section 1625 or 1625.5 who transacts Pet Insurance in California.

Renewal - Has the same meaning as defined in subdivision (e) of Section 660.

Veterinarian - Means an individual who holds a valid license to practice veterinary medicine from the Veterinary Medical Board pursuant to Chapter 11 (commencing with Section 4800) of Division 2 of the Business and Professions Code or other appropriate licensing entity in the jurisdiction in which the individual practices.

Veterinary Dental Care - Means the prevention, diagnosis, and treatment of Conditions, diseases, and disorders of the oral cavity, the maxillofacial region, and associated structures.

Veterinary Expenses - Means the costs associated with medical advice, diagnosis, care, or treatment provided by a Veterinarian, including, but not limited to, Veterinary Dental Care, the cost of drugs prescribed by a Veterinarian, and services provided under the supervision of a Veterinarian.

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. Waiting Periods may not be applied to Renewals of existing coverage.

Complaint Resolution

California Consumer Services Division of the California Department of Insurance Contact Information:

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013

Consumer Hotline
1-800-927-HELP (4357)
8:00 a.m. to 5:00 p.m. M-F

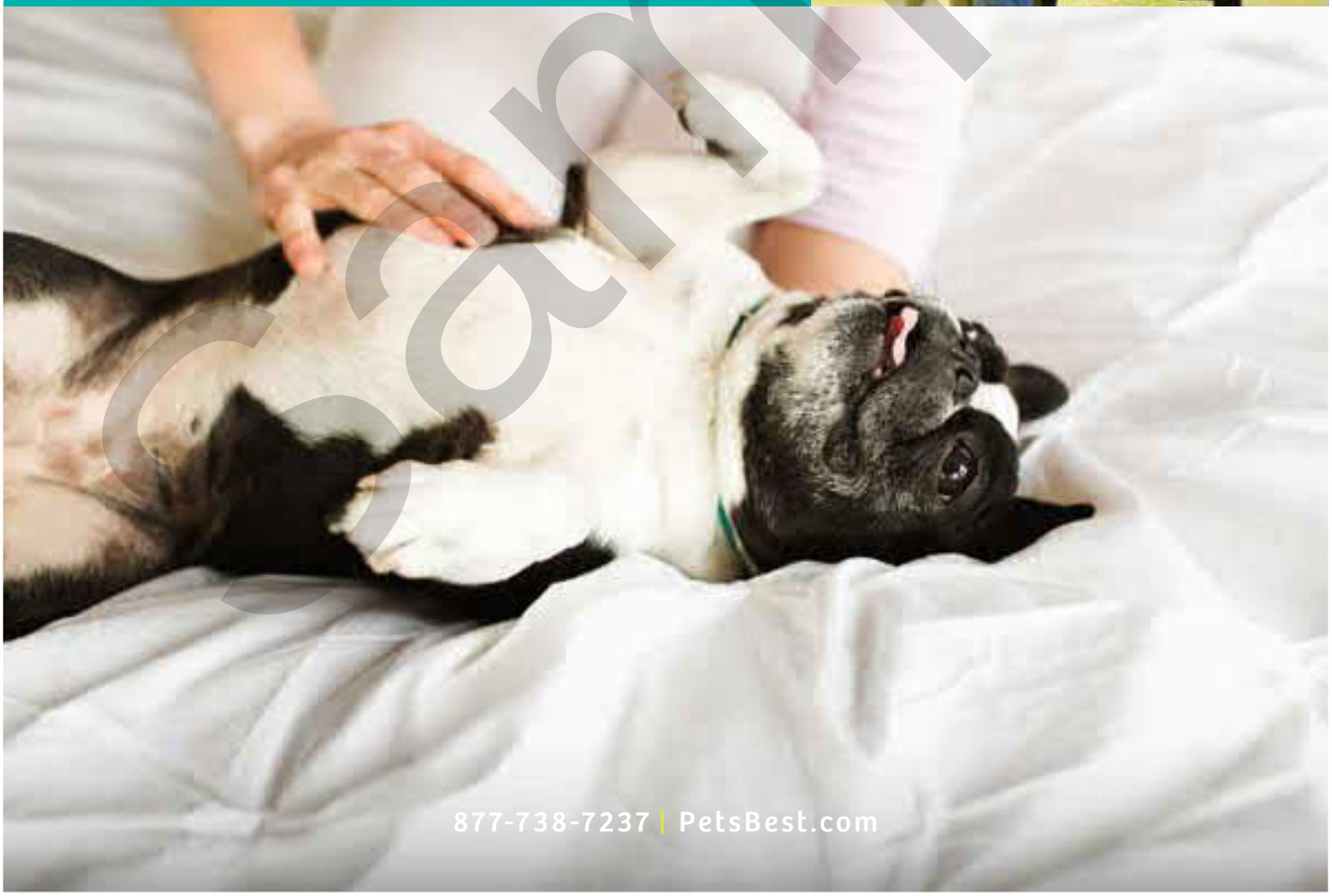
Pets Best Contact Information:

1200 William St.
PO Box 2490
Buffalo, NY 14240
1-877-738-7237
https://www.petsbest.com

Sample

Pets Best
PET HEALTH INSURANCE

Pet Health Insurance Policy
Accident & Illness



877-738-7237 | PetsBest.com

Sample

APIC-PBI0001-ILL (12/2015)
Underwritten by American Pet Insurance Company

Terry & Stella, Members Since 2014

Welcome to the Pets Best Family

We're excited to begin helping you protect the health of your Pet. Our goal is to give you peace of mind and a valuable policy to help you afford the best medical care for your furry family member.

Pets Best was founded with the mission of ensuring no pet would have to be euthanized because the cost of medical care was too expensive for pet parents. We're a company of pet lovers, founded by the veterinarian who founded the pet insurance industry in the U.S. We're dedicated to providing you and your Pet a valuable service backed by our team of pet insurance experts. We work hard so that you and your Pet will have an exceptional experience as a member of the Pets Best family.

Please take the time to read the following information about your policy. It contains important information that you need to know about your Pet's insurance policy and some of the things you need to do to ensure great coverage.

Pets Best Insurance Services, LLC
11333 N. Scottsdale Rd. #160
Scottsdale, AZ 85254
877-738-7237

American Pet Insurance Company
6100 4th Ave S.
Seattle, WA 98108-3234
877-589-1841

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Your Policy Explained

This pet health insurance policy was created with you and your Pet in mind. Below are the important details about what is included in your Pet's policy.

Throughout the policy and any attached endorsements, the words "you" and "your" refer to the insured/spouse/partner (pet owner) named in the policy declarations page. The words "we", "us" and "our" refer to Pets Best Insurance Services, LLC (Pets Best) which handles many of the administrative processes for this insurance on behalf of the underwriter. Other capitalized terms have specific meaning throughout the policy as defined in the Definitions section.

1 YOUR INSURANCE AGREEMENT

2 POLICY BENEFITS IN DETAIL
- Policy Description
- Supplemental Benefit Options
- Waiting Periods

3 COVERAGE CHANGES

4 GENERAL CONDITIONS OF COVERAGE

5 PROTECTING YOUR PET

6 THE CLAIMS PROCESS – what happens if you need to make a claim

7 ELIGIBLE CLAIMS – what you pay

8 DENTAL COVERAGE

9 WHAT ISN'T COVERED

10 DEFINITIONS

11 NOTICE

Sample

SECTION 1

Your Insurance Agreement

The Company is pleased to provide the insurance described in this policy given that your premiums are successfully paid on time and subject to the terms and conditions in this policy. The Company provides coverage to you for the Pet described on the policy declarations page for the Actual Cost of Veterinary Treatment for any eligible disease, disorder, sickness, Illness, Injury, abnormality, and/or syndrome displayed by your Pet unless excluded by this policy, after the application of your chosen Co-Insurance, minus your chosen Deductible, up to the Annual limit of your policy.

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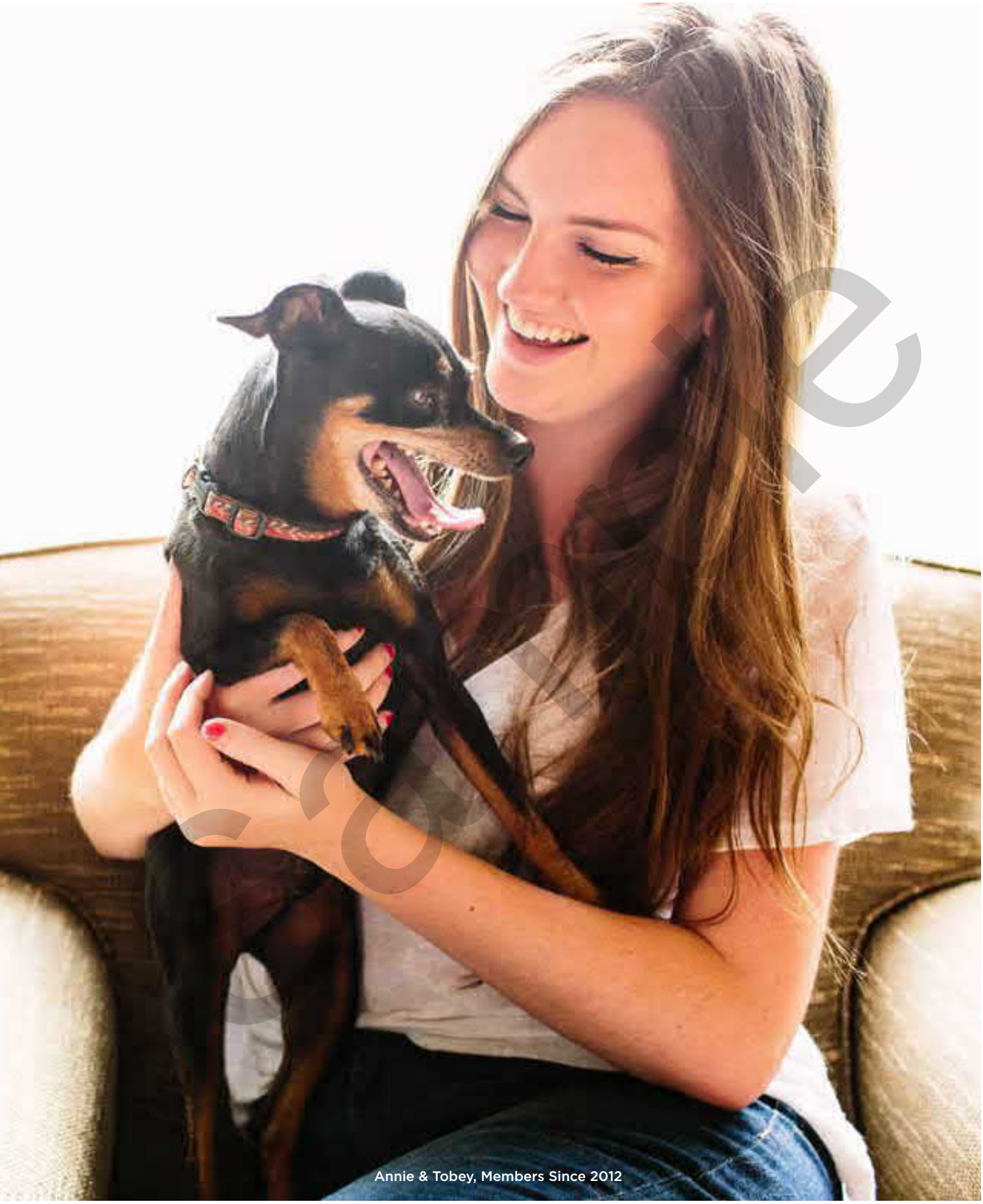

Annie & Tobey, Members Since 2012

SECTION 2

Policy Benefits in Detail

We want to help you provide your Pet with as much medical care as necessary, with a plan that meets your personal budget and needs. To that end, we offer flexibility in your choice of Annual Policy Limits, Deductibles, and Co-Insurance percentages as well as other coverage options.

A. Policy Description: We offer policies that feature a variety of Annual Policy Limits, Deductibles and Co-Insurance percentages. Additionally, we provide policies that may include Supplemental Benefits for:

1. Office Visits/Examination Fees
2. Take Home Prescription Medications
3. Rehabilitation, Acupuncture, and Chiropractic Care

Depending on your policy, these Supplemental Benefits may or may not be included. Please refer to your policy declarations page for detail on your selected Annual Policy Limit, your Deductible and Co-Insurance percentage, and your Supplemental Benefits.

Description of Accident and Illness Plan Coverage

Annual Policy Limit	**Option 1** $2,500	**Option 2** $5K	**Option 3** $10K	**Option 4** No Annual Limit
Co-Insurance (Us / You):	[70%/30%, 80%/20%, or 90%/10% as shown on the policy declarations page]			
Annual Deductible per Pet:	[$50 - $1,000 as shown on the policy declarations page]			
Supplemental Benefits				
Office Visits / Exam Fees	Covered or not covered as shown on the declaration page			
Take Home Prescription Medications	Covered or not covered as shown on the declaration page			
Rehabilitation, Acupuncture, and Chiropractic Care	Covered or not covered as shown on the declaration page			

Sample

B. SUPPLEMENTAL BENEFIT OPTIONS: The following Supplemental Benefits are available for additional premium. You must choose a policy at enrollment that includes these Supplemental Benefits for these benefits to apply. Please refer to your policy declarations page to see if your policy includes these Supplemental Benefits:

1. Office Visits/Exam Fee coverage: All examinations performed by a Veterinarian in the course of treating an otherwise eligible Condition. This includes, but is not limited to, any exam, check-up, consultation, physical, physical consultation, health inspection, office visit, office call, after-hour fee, referral or recheck.

2. Take Home Prescription Medication coverage: Prescription and over the counter drugs, medications, supplements, remedies, and treatments prescribed by a Veterinarian and administered outside the clinic for an otherwise eligible Condition. This coverage is limited to those items listed on our formulary of covered medications (the current formulary is available on our web site at www.PetsBest.com. Drugs, medications, or treatments administered by a Veterinarian in a clinic for treatment of an eligible Condition are part of your underlying coverage and do not require this Supplemental Benefit.

3. Rehabilitation, Acupuncture, and Chiropractic Care coverage: Also called physical therapy or rehabilitative services. This involves the treatment of physical impairments and disabilities to promote mobility and functional ability through examination, evaluation, diagnosis and physical intervention. This is limited to acupuncture, electro-acupuncture, chiropractic, e-stim therapy, treadmill therapy, laser therapy, therapeutic exercises, range of motion exercises, stretching, joint mobilization, gait training, therapeutic ultrasound therapy, cryo therapy, and heat therapy. This Supplemental Benefit is restricted to the treatment of an otherwise eligible Condition.

These Supplemental Benefits are subject to the terms and conditions of this policy, including the application of Co-Insurance, Deductible, and Annual Policy Limit.

C. WAITING PERIODS:

1. 14 days following the Policy Effective Date for any Illnesses and any related Conditions.

2. 3 days following the Policy Effective Date for any Injuries and any related Conditions.

3. 6 months following the Policy Effective Date for any Cruciate Ligament Events and any related Conditions.

4. Once met, these Waiting Periods are waived for continuous, uninterrupted policy renewals, including, at our discretion, uninterrupted policy renewals from other pet insurance providers.

5. The waiting periods may be reduced or waived for coverage acquired through pre-approved channels where the health of your Pet is certified by a participating veterinarian prior to coverage being purchased. Please refer to your Declaration Page for your Pet's specific waiting period.

Our plans cover the vast majority of unexpected injuries and illnesses that can happen to your pet. Our approach is that we will cover your Pet's health issue unless it's specifically excluded. Most of these exclusions are listed in Section 9, What isn't Covered, but it is important to read the whole policy to understand all of the terms and conditions. Please contact us if you have any questions!

Sample

SECTION 3

To help you understand your Pet's policy, we want to ensure you know what happens if you make changes to your policy and the effect it will have on your premium. Policy changes such as modifications to Annual limits, Deductibles, Co-Insurance percentages, or Supplemental Benefits are explained. For an explanation of Deductibles and Co-Insurance percentages, see Section 10 of this policy.

Coverage Changes

A. CHANGES TO YOUR PREMIUM:

1. What will NOT cause a change in your Pet's premium:

a. Your premium will not change based on your Pet's individual claims experience.

2. What WILL cause a change in your Pet's premium:

a. If you decrease your Annual Policy Limit (see Section 3.B.3. for information on increasing your Annual limit).

b. If you increase or decrease your Deductible.

c. If you increase or decrease your Co-Insurance percentage.

d. If you remove the Supplemental Benefits described in Section 2.B. (see Section 3.B.3. for information on adding Supplemental Benefits).

e. Your Pet's Policy Renewal Date.

1) This adjustment will be based on the changes in your Pet's age as well as the overall cost of care.

2) If the Company adjusts your premium, we will notify you in writing by mail or by email (to the last address known to us) at least 30 days before your change takes effect.

3. What MAY cause a change in your Pet's premium:

a. If your address changes. We require notification within 30 days of an address change.

Sample

B. POLICYHOLDER-INITIATED CHANGES:

1. Downgrades: We are happy to help you lower your premium at any time. Downgrades are a decrease in your Annual limit, removal of a Supplemental Benefit, a decrease in Co-Insurance, e.g. moving from 80% Co-Insurance to 70%, or an increase in your Annual Deductible. You can request a change of this kind at any time, but your future claims will be held to the new lower benefit level.

2. Upgrades: Conversely, you may be eligible to upgrade your policy, but these changes can only be made on your Policy Renewal Date. Upgrades are limited to an increase in Co-Insurance, e.g. moving from 70% Co-Insurance to 80%, or a decrease in your Annual Deductible. Please contact us to check your eligibility.

3. New Policy: Adding any Supplemental Benefit or increasing your Annual limit will require that you cancel your current policy and that we issue a new one with new Waiting Periods, a new Policy Effective Date, and a new Policy Renewal Date. Cancelling your current policy and starting a new policy will result in the Pre-Existing Conditions exclusion (see Section 9.A.) being applied at the Policy Effective Date of the new policy. This means that any Condition showing signs or symptoms at the time you request the change or during the Waiting Period will be considered Pre-Existing to the new policy and any related claims will be denied.

Sample

SECTION 4

This section of general conditions includes information about your premium and where you can take your Pet for treatment.

General Conditions of Coverage

A. Your Pet's premium is payable as described on your policy declarations page. This policy will continue until canceled and will renew automatically every year as long as your premium payments are current. If premiums are unpaid, the Company may cancel this policy by sending a notice of cancellation to you at your last known address at least 30 days before the effective date of cancellation. If you fail to make a premium payment before the cancellation date the Company will cancel your policy back to the date to which your premiums were pre-paid.

B. 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 or verbal request for reinstatement within 15 days of the effective date of cancellation. Cancelled policies for non-payment of premium are subject to underwriting review prior to reinstatement being offered or approved.

C. The successful payment of your premiums constitutes your acceptance of all terms and conditions contained in this policy.

D. All of your Pet's treatments must be provided by either a Veterinarian with the necessary training and experience or staff under a Veterinarian's direct supervision.

E. Coverage for treatments may be provided under this policy only while the Pet is in the United States of America, Canada, or any region under US government control, such as territories or military installations/bases in foreign countries.

F. No coverage is provided for any treatment costs or losses incurred during times your policy is not in force.

G. This policy is not transferable to other Pets.

H. You may cancel your policy by notifying us in writing via mail, fax, or email. Any unearned collected premium will be refunded pro rata.

I. You can cancel your policy for any reason within 30 days of the Policy Effective Date and the Company will refund 100% of any premium paid as long as no claims have been paid. This will void the policy from the beginning, and any pending or not yet submitted claims will be denied.

J. Insurance fraud unfairly increases premiums for all policyholders. If any policyholder provides false, misleading, and/or dishonest information, we may not pay the claim, may void that policy, and may be required by law to report it to governmental authorities.

Sample

Tyler & Gabby, Members Since 2015

K. You must be the owner and in possession of the insured Pet. If you transfer ownership of the Pet to a different owner to care for the Pet, we are happy to arrange for continued coverage if we are contacted within 30 days from the date ownership transfers.

L. We will not make payments for claims if you are entitled to indemnity under any other insurance, except for:

1. Any additional sum that is payable over and above such other insurance; or

2. Any contribution that we are obliged to make by law.

M. All parties may voluntarily agree to resolve any claim or dispute that arises from or related to this policy exclusively and finally by non-binding arbitration. Any such arbitration will solely involve you and the Company, the direct parties to this policy, and will be conducted by a single arbitrator appointed by the American Arbitration Association or the International Dispute Resolution Procedures, as applicable. Any arbitration proceedings will be held at a mutually agreeable location within your state, or other jurisdiction of residence, provided that all parties may also attend the arbitration via telephone, video teleconference, or other similar means. Any award rendered by the arbitrator will be final and non-binding on all parties. The costs of arbitration, including all reasonable filing fees and arbitrator fees, shall be shared equally by the parties. Other expenses of arbitration, including, but not limited to attorney fees and costs, will be borne by the party incurring those expenses.

N. Severability: If at any time this policy's provisions are in conflict with the applicable laws, rules, and/or regulations of the state or other jurisdiction of residence in which this policy is issued, the provisions will be reformed and construed to be valid, legal, and enforceable to the maximum extent permitted by such applicable laws, rules, and/or regulations to effect the original intent of the parties as closely as possible.

O. Entire contract: This policy, the policy declarations page, and any attached riders or endorsement(s) contain all the agreements between you and the Company and supersede any prior agreements or understandings between us.

Sample

SECTION 5

We promote responsible pet care. As a responsible pet parent, there are certain things we ask you to do to keep your Pet healthy.

Protecting Your Pet

We do not pay claims for Conditions that result from failure to comply with these requirements:

A. Act sensibly in caring for and protecting your Pet. You must protect your Pet from aggravation or recurrence of any Condition after it occurs and provide proper maintenance/Preventive Care.

B. Comply with the vaccination guidelines described below, or other Illnesses preventable by vaccines, unless your Veterinarian advises against the vaccination for medical reasons:

1. Dogs: distemper, hepatitis, parainfluenza, parvovirus, rabies, and any other Condition for which vaccination was recommended by your Veterinarian.

2. Cats: leukemia, panleukopenia, rhinotracheitis, calicivirus, rabies, and any other Condition for which vaccination was recommended by your Veterinarian.

C. Administer appropriate preventive medication as recommended by your Veterinarian to protect against Illness, including, but not limited to internal and external parasites.

Sample

The Claims Process

SECTION 6

A. You must submit a complete claim form and supporting paid invoice(s) within 180 days of the treatment date. For the fastest and easiest claim filing experience, please log into your Customer Account at www.PetsBest.com/customerportal and use our electronic claims upload process to submit your documents. Alternately, you can download a personalized claim form from the Customer Account, or you can contact our Customer Care center at 877-738-7237 and we will mail, email, or fax one to you.

B. You must cooperate with us in the investigation or settlement of any claim.

C. We may require complete medical history/records associated with your Pet to process your claim.

> **1.** At our request, you agree to provide us with all of your Pet's medical history/records.
>
> **2.** You authorize us, at the time of enrollment and any time after to contact any and all veterinary clinics or hospitals to obtain all available medical records that exist for your Pet.
>
> **3.** You authorize any and all veterinary clinics or hospitals to release to us all medical records that exist for your Pet.

If you cannot (or refuse) to disclose a complete medical history for your Pet when requested, we may deny your claim(s).

D. You are financially responsible to your Veterinarian for the payment of all fees and costs. You may have your claims paid directly to the treating Veterinarian if an arrangement to do so exists between us and the treating Veterinarian. Please call us for details.

E. We will not guarantee on the phone if we cover a claim.

F. Proration of costs will occur if the invoiced items are applicable to both a covered and non-covered Condition. Unless a cost breakdown is provided on the invoice, we will prorate the invoice items evenly among the claimed Conditions.

G. If you disagree with the coverage provided on any claim, you may request a review of the decision using our voluntary appeals process. If you believe we wrongly affirmed denial of your claim through this appeals process, you can request further review by an independent third-party Veterinarian (ITPV) we've selected. We select these Veterinarians solely on their ability to decide on issues of medical nuance and have no other relationship or affiliation with us. The ITPV's decision will be final and binding on us. Disagreements regarding direct policy exclusions, timing of coverage, and policy wording interpretations are not eligible for ITPV review.

H. If we pay a claim for any Condition that is not eligible under the policy terms and conditions, the payment we made does not waive our right to apply the terms and conditions of this policy appropriately to any other submitted claims.

We provide you with an easy claims submission process. Once you complete and submit your claim form, a copy of the invoice, and proof of payment, it is quickly processed by one of our skilled claims processors. All of our claims processors have experience working in veterinary clinics, and strive to provide you and your Pet best-in-class service. It's our goal to reimburse you or your Veterinarian as quickly as possible.

Sample

SECTION 7

Eligible Claims – What You Pay

While our policies cover most veterinary costs that result from your Pet getting sick or injured, we ask that you cover some items as well.

A. Your selected Co-Insurance

B. Your selected Deductible

C. Any amount that exceeds your Annual Policy Limit

D. You will need to cover the costs for the below items unless you have purchased a policy with these Supplemental Benefits:

1. Office Visits/Examination Fees
2. Take Home Prescription Medications
3. Rehabilitation, Acupuncture, and Chiropractic Care

E. Taxes; and

F. Costs not covered by this policy.

Please refer to your policy declarations page for your selected Co-Insurance, Deductible, Annual Policy Limit, and Supplemental Benefits.

Note: Discounts, coupons, packages, and other means of reducing costs are a great way for your Veterinarian to help you save money. Amounts saved in this way, however, reduce the amount that you are out of pocket and will not be reimbursed.

Sample

Meredith & Ralph, Members Since 2015

SECTION 8

Dental Coverage

Proper dental care is vitally important to the overall health of your pet, and we ask that you do your part as a responsible pet owner to ensure your pet has necessary oral hygiene and preventative dental care performed.

A. THINGS YOU MUST DO TO RECEIVE COVERAGE FOR PERIODONTAL DISEASE:

1. For your Pet to be eligible for Periodontal Disease coverage, your Pet must be free of any signs of Periodontal Disease prior to the Policy Effective Date or during any Waiting Period. Beginning at three years of age, your Pet's teeth must have been cleaned and examined under general anesthesia by a Veterinarian in the thirteen months before the date of service for the Periodontal Disease claim.

2. Any Periodontal Disease found during the examination described in subsection (1) must be treated before Periodontal Disease coverage becomes available for your Pet.

3. Pets younger than three years of age have no cleaning or examination requirements, and will enjoy full coverage of Periodontal Disease so long as there were no signs or symptoms that pre-existed the Policy Effective Date or the expiration of any Waiting Period.

B. WHAT IS COVERED FOR PERIODONTAL DISEASE IF YOU COMPLY WITH SECTION 8.A., subject to the terms and conditions of this policy:

1. Endodontic treatment for canine and carnassial teeth.

2. Extractions.

C. COVERAGE FOR TRAUMATIC DENTAL FRACTURES: Endodontic treatment for canine and carnassial teeth and extractions for all teeth due to traumatic dental fractures and other oral traumas are covered so long as they are not caused by repetitive inappropriate chewing behavior that presented signs or symptoms prior to the Policy Effective Date or the expiration of any Waiting Period.

Sample

D. COVERAGE FOR DECIDUOUS TEETH, DENTIGEROUS CYSTS, ENAMEL HYPOPLASIA & UNERUPTED TEETH: Extractions for these Conditions are covered if your Pet enrolled prior to becoming 6 months old and there are no signs or symptoms of these Conditions prior to the Policy Effective Date or prior to the expiration of any Waiting Period.

E. DENTAL COVERAGE NOT OFFERED:

1. Endodontic treatments and extractions will not be covered if your Pet has any signs of dental disease prior to the Policy Effective Date or during any Waiting Period.

2. Prophylaxis (defined as scaling, cleaning, and polishing of the teeth) or associated fees (including, but not limited to: anesthesia, pre-anesthetic blood work, and fluids), toothbrushes, toothpastes, dental foods, chews, preventive sealants, or rinses at any time or for any reason.

3. Endodontic treatment for teeth other than the canines and carnassials.

4. Open or closed root planing at any time for any reason.

5. Stomatitis and oral resorptive lesions if your Pet shows any history of these same Conditions prior to the Policy Effective Date or during any Waiting Period.

6. Any treatment for supernumary teeth, absent teeth, and malocclusion.

Ryan & Moby, Members Since 2015

Sample

SECTION 9

What Isn't Covered

Your Pet's policy does not cover the costs associated with the monitoring or treatment of Pre-Existing Conditions or Preventive Care items like vaccinations or deworming—these items are considered routine care for your Pet. Insurance is intended for the unexpected, and covering Pre-Existing Conditions as well as future issues related to Pre-Existing Conditions would significantly raise premium costs for everyone.

A. PRE-EXISTING CONDITIONS: In determining which Conditions are Pre-Existing, we look at the 18 months preceding the Policy Effective Date and exclude any Conditions that were Present during that period. Conditions that are Present during the policy Waiting Period described in 2.C. are also deemed to be Pre-Existing Conditions. Please note, the following Conditions are deemed Pre-Existing Conditions if they are Present ***at any time*** preceding the Policy Effective Date or the expiration of any Waiting Period:

1. Chronic Conditions.

2. Bilateral Conditions, if your Pet had ***at any time*** any Pre-Existing Conditions consistent with that same Bilateral Condition on either side of the body.

3. Intervertebral disc Conditions, if your Pet had ***at any time*** any Pre-Existing Conditions involving the intervertebral discs (due to either degeneration or trauma).

B. PREVENTIVE CARE including, but not limited to:

1. Wellness exams; vaccinations or titer tests; parasite control (e.g., flea control, tick control, heartworm medication, and deworming); and dental care (see Section 8.E.)

2. Elective and cosmetic procedures, including, but not limited to tail docking, ear cropping, declawing, dew claw removal, and ear cleaning.

3. Spaying or neutering at any time or for any reason unless recommended by your Veterinarian following a Condition that involves damage to the reproductive organs. Cryptorchidism and retained ovarian remnants are not Illnesses for the purpose of this exclusion and are not covered.

4. Claims for Pets found to be healthy and presenting with no clinical symptoms.

C. OTHER EXCLUSIONS: We do not cover the costs, fees, or expenses associated with:

1. Treatments, therapies, and services described under the Supplemental Benefits coverage, if this coverage is not purchased at enrollment;

2. Any prescription or over-the-counter medications that are not included in our formulary of covered medications;

3. Administrative charges for the processing of insurance claims and/or sending medical records;

4. Injuries due to any intentional act, including organized dog fighting, that involves you or a member of your household;

Sample

Annie & Scotch, Members Since 2012

5. Breeding and Conditions related to pregnancy;

6. Boarding and transport expenses, including ambulance transportation;

7. Complications of or diagnostic tests, treatments, therapies, and/or medications related to Conditions not covered or restricted by this policy;

8. Anal gland expression;

9. Bedding, housing, crates, cages, ramps, bowls, feeding, exercise, pet foods, supplements, grooming, nail trims, toys, clothes, leashes, collars, biohazardous waste fees, and treats;

10. Any Condition resulting from activities related to training for or participating in racing, including track or sled racing;

11. Any Accident, Condition, or Cruciate Ligament Event with respect to which the Policyholder was advised by a Veterinarian to take preventive measures, and did not meet the terms;

12. Alternative and Holistic Treatments;

13. Experimental therapies and medications, including any therapy for which there are no published articles in peer-reviewed journals for the indicated Condition;

14. Conditions arising from a repetitive and specific activity that leads to decontamination (e.g., the induction of vomiting), medical, or surgical treatment of your Pet, if the same or a similar activity occurred two times within 18 months prior to the treatment date, whether before or after the Policy Effective Date;

15. Training and treatment of Behavioral Conditions, with the exception of consultations and prescription medications (if the appropriate Supplemental Benefits are purchased);

16. Cremation and burial;

17. Losses that arise from a nuclear reaction, radiation, radioactive contamination, or the discharge of a nuclear device or a chemical, biological, biochemical, or electromagnetic weapon, device, agent, or material, whether controlled or uncontrolled, accidental or otherwise; or

18. Losses that arise from war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, strikes, riots, or civil commotion.

Sample

SECTION 10

Definitions

Understanding your Pet's policy is important. Please take a few moments to review some key definitions that are capitalized throughout this policy and helpful in explaining your policy's details.

The words below are used throughout this policy and have the following definitions:

A. ACCIDENT: An unforeseen, unexpected event that results in physical injury to the Pet(s).

B. ACTUAL COST OF VETERINARY TREATMENT: The standard fees/costs that the treating Veterinarian would charge for Illnesses and Injuries, regardless of whether that customer has insurance coverage.

C. ALTERNATIVE AND HOLISTIC TREATMENT: Includes, but is not limited to, homeopathy, osteopathy, herbal remedies, aromatherapy, kinesiology, reiki, reflexology, prolotherapy, ozone therapy, acupoint, acupressure, aquapuncture, massage, neoplasene, alpha-stim, stem cell, shockwave, electromagnetic therapy, and Pulsed Electromagnetic Field Therapy (PEMF).

D. ANNUAL: For the purposes of this Policy, all Annual Policy Limits and deductibles are calculated by adding 12 months to your Policy Effective Date, thereby calculating your Policy Renewal Date which is shown on your declarations page. Your policy then utilizes these limits on a year to year basis using the period between the Policy Effective Date and the Policy Renewal Date, or from one Policy Renewal Date to the next Policy Renewal Date. The Annual Policy Limits and Deductibles reset to the amounts shown on your policy declarations page after each Policy Renewal Date.

E. ANNUAL POLICY LIMIT: The maximum amount that the policy will pay in any Annual term.

F. BEHAVIORAL CONDITION: Those maladies of a Pet's behavior that require treatment due to self-injury, property damage or other negative outcomes. This includes but is not limited to pica, anxiety, aggression, obsessive compulsive disorder, stress, fear, Coprophagia, psychogenic water consumption, phobias, inappropriate urination and hyperesthesia.

G. BILATERAL CONDITION: Refers to a Condition that can affect both sides of the body. This includes, but is not limited to, luxating patellas, Cruciate Ligament Events, glaucoma, entropion, ectropion, hip dysplasia, elbow dysplasia, cataracts, cherry eye, and osteochondritis dissecans.

H. CHRONIC CONDITION: A Condition that can be treated or managed, but not cured. This includes, but is not limited to, Cruciate Ligament Event, atopy, renal disease, osteoarthritis, diabetes, inflammatory bowel disease, Cushing's, heart disease, hyperthyroidism, and hip dysplasia.

I. CO-INSURANCE: This term applies to both parties as described on your declarations page. The larger percentage represents our portion of the Actual Cost of Veterinary Treatment that is paid for any eligible Condition before the application of your chosen Deductible.

J. COMPANY: The underwriter for this policy.

K. CONDITION: Any disease, disorder, sickness, Illness, Injury, abnormality, and/or syndrome displayed by your Pet.

Sample

L. CRUCIATE LIGAMENT EVENT: Any strain, sprain, rupture, tear, or degeneration of any cruciate ligament in the knee of your Pet.

M. DEDUCTIBLE: The Annual amount you pay out-of-pocket for the Actual Cost of Veterinary Treatment for any eligible Condition after the application of your selected Co-Insurance amount.

N. ILLNESS: Sickness, disease, and any change to your Pet's normal healthy state not caused by an Accident.

O. INJURY: Physical harm or damage to your Pet caused by an Accident.

P. PET: The domestic cat or dog listed on the policy declarations page owned by and residing with you for companionship or as a service dog and not owned for commercial reasons.

Q. POLICY RENEWAL DATE: The date that falls exactly 12 months after your Policy Effective Date, and every 12 months thereafter.

R. POLICY EFFECTIVE DATE: The date your policy is placed in force. Generally 12:01 AM the day after purchase, unless enrolling through an employer group, using payroll deduction, or you requested a future date for your policy to be effective.

S. PRE-EXISITING CONDITION: Any Condition for which a Veterinarian provided medical advice, the Pet received treatment for, or the Pet displayed signs or symptoms consistent with the stated Condition prior to the effective date of a Pet insurance policy [Policy Effective Date] or during any Waiting Period.

T. PRESENT: A Condition is considered to be Present if it is displaying signs or symptoms that would have been observable or reasonably known to be present by you or your Veterinarian, including those conditions in remission or controlled by medication, whether or not the Condition is noted in your Pet's medical records.

U. PERIODONTAL DISEASE: Periodontal Disease is infection and inflammation of the periodontium (the tissues that surround and support the teeth) due to plaque bacteria and your Pet's response to the bacterial insult. This includes both Gingivitis and Periodontitis. Gingivitis refers to inflammation of the gingiva in response to plaque antigen. Periodontitis is a more severe disease that involves inflammation of the periodontal ligament and alveolar bone, eventually causing loss of attachment (periodontal pocketing, gingival recession, bone resorption).

V. PREVENTIVE CARE: Any treatment, service, or procedure for the purpose of prevention of Injury or Illness or for the promotion of general health.

W. VETERINARIAN: An individual who holds a valid license to practice veterinary medicine from the Veterinary Medical Board or other appropriate licensing entity in the jurisdiction in which he or she practices.

X. VETERINARY TREATMENT: Diagnostic tests, surgeries, medications, orthotic devices, prosthetic devices, carts, nursing, and other care proven and accepted as forms of treatment for the indicated Condition.

Y. 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.

Tiffany & Mica, Members Since 2008

Sample

SECTION 11

Notice

Any written notice to us may be delivered to:

Pets Best Insurance Services, LLC
1200 Williams St.
PO Box 2490
Buffalo, NY 14240

IN WITNESS WHERE OF, the Company has executed and attested these presents.

Tim Graff, President

Louis Chames, Secretary

Sample

CALIFORNIA AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP IT WITH YOUR POLICY.

This endorsement, which is attached to and made a part of the policy, modifies insurance provided under the following:

Pets Best Pet Health Insurance Policy

1. The table "Description of Accident and Illness Plan Coverage" in section 2. Policy Benefits in Detail, paragraph A. is deleted in its entirety and replaced with the following:

Annual Policy Limit	Option 1 $2,500	Option 2 $5K	Option 3 $10K	Option 4 No Annual Limit
Co-Insurance (Us/You):	[50%/50%, 60%/40%, 70%/30%, 80%/20% or 90%/10% as shown on the policy declaration page]			
Annual Deductible per Pet:	[$50 - $2,000 as shown on the policy declaration page]			
Supplemental Benefits				
Office Visits/Exam Fees	Covered or not covered as show on the declarations page			
Take Home Prescription Medication	Covered or not covered as show on the declarations page			
Rehabilitation, Acupuncture, and Chiropractic Care	Covered or not covered as show on the declarations page			

2. Paragraph C. of section 2. Policy Benefits in Detail is deleted in its entirety and replaced by the following:

C. WAITING PERIODS:

1. 14 days following the Policy Effective Date for any Illnesses and any related Conditions.
2. 30 days following the Policy Effective Date for any Cruciate Ligament Events and any related Conditions, not as the result of an Accident.
3. Once met these Waiting Periods are waived for continuous, uninterrupted policy Renewals, including, at our discretion, uninterrupted policy Renewals from other Pet Insurance providers.
4. The Waiting Periods may be reduced or waived for coverage acquired through pre-approved channels where the health of your Pet is certified by a participating veterinarian prior to coverage being purchased. Please refer to your declarations page for your Pet's specific Waiting Period.

Sample

3. Paragraph P. is added to section 4. GENERAL CONDITIONS OF COVERAGE:

   P. CONSUMER COMPLAINTS
   You may reach the California Consumer Services Division of the California Department of Insurance at the below address and telephone number:

   California Department of Insurance
   Consumer Services Division
   300 South Spring Street, South Tower
   Los Angeles, CA 90013

   Consumer Hotline
   1-800-927-HELP (4357)
   8:00 a.m. to 5:00 p.m. M-F

4. Paragraph E. of section 7. ELIGIBLE CLAIMS – WHAT YOU PAY is deleted in its entirety.

5. Paragraph 4. is added to paragraph A. of section **9. What Isn't Covered** as follows:

   4. A Condition for which coverage is afforded on a Pet Insurance Policy may not be considered a Pre-existing Condition upon any Renewal of the Pet Insurance Policy.

6. Paragraph H. of section 10. Definitions is deleted in its entirety and replaced by the following:

   H. CHRONIC CONDITION: Means a Condition that can be treated or managed, but not cured.

7. Paragraph S. of section 10. Definitions is deleted in its entirety and replaced by the following:

   S. PRE-EXISTING CONDITION: Means any Condition for which a Veterinarian provided medical advice, the Pet received treatment for, or the Pet displayed signs or symptoms consistent with the stated Condition prior to the effective date of a Pet Insurance Policy or during any Waiting Period.

8. Paragraph W. of section 10. Definitions is deleted in its entirety and replaced by the following:

   W. VETERINARIAN: Means an individual who holds a valid license to practice veterinary medicine from the Veterinary Medical Board pursuant to Chapter 11 (commencing with Section 4800) of Division 2 of the Business and Professions Code or other appropriate licensing entity in the jurisdiction in which the individual practices.

Sample

9. Paragraph Y. of section 10. Definitions is deleted in its entirety and replaced by the following:

   Y. WAITING PERIOD: Means the period of time specified in a Pet Insurance Policy that is required to transpire before some or all of the coverage in the policy can begin.

10. Paragraph Z. is added to section 10. Definitions as follows:

    Z. PET INSURANCE: Means an individual or group property insurance policy that provides coverage for Accidents and Illnesses of Pets, and other Veterinary Expenses.

11. Paragraph AA. is added to section 10. Definitions as follows:

    AA. PRODUCER: Means a person licensed pursuant to Section 1625 or 1625.5 who transacts Pet Insurance in California.

12. Paragraph BB. is added to section 10. Definitions as follows:

    BB. RENEWAL: Has the same meaning as defined in subdivision (e) of Section 660.

13. Paragraph CC. is added to section 10. Definitions as follows:

    CC. VETERINARY DENTAL CARE: Means the prevention, diagnosis, and treatment of Conditions, diseases, and disorders of the oral cavity, the maxillofacial region, and associated structures.

    Paragraph DD. is added to section 10. Definitions as follows:

    DD. Veterinary Expenses: Means the costs associated with medical advice, diagnosis, care, or treatment provided by a Veterinarian, including, but not limited to, Veterinary Dental Care, the cost of drugs prescribed by a Veterinarian, and services provided under the supervision of a Veterinarian.

All other terms and conditions of the policy remain the same.

Sample