

ASPEN AMERICAN INSURANCE COMPANY

(A stock insurance company)

Administrative Offices: 590 Madison Avenue, 7th Floor, New York, NY 10022

Toll free number (877) 245-3510

NETWORK PET INSURANCE PLAN

Upon Your payment of the premiums when due, We will provide the coverage as specifically described in this Policy for Your Covered Pet as shown in the Declarations.

FULLY EARNED PREMIUM DISCLOSURE: If Your Premium is paid by Electronic Funds Transfer or a Credit Card and You cancel this Policy, the payment transaction fee listed in the Declarations will be deemed fully earned.

I. DEFINITIONS

- A. **Accident** means a sudden, unintentional, and unexpected event that causes Injury to Your Covered Pet.
- B. **Boarding** means the act of having a Covered Pet stay at a Qualified Veterinarian's or other party's facility where that Covered Pet is cared for unrelated to a covered Illness or Injury of the Covered Pet. Boarding includes any stay that is related to a covered Illness or Injury but that is not Medically Necessary and/or is instead for Your convenience.
- C. **Co-Payment** is the percentage of Covered Services for which You are liable before any applicable Deductible is applied.
- D. **Covered Pet** means the domestic cat or dog identified in Item 5. in the Declarations.
- E. **Covered Services** means the services We will cover under this Policy as set forth in **Section III. WHAT IS COVERED.**
- F. **Deductible** is the fixed amount per claim for any new Illness or Injury for which You are liable, that will be deducted from any Claim Payment after any Co-Payment amount has been deducted.
- G. **Effective Date** means the date coverage commences as indicated in Item 3. in the Declarations.
- H. **Emergency** means that either (1) an Illness or Injury has occurred outside of normal business hours and requires Covered Services immediately such that Our prior approval cannot be obtained or (2) the emergent nature or extent of the Illness or Injury is such that Treatment must be obtained before Our prior approval can be sought.
- I. **Expiration Date** means the date that coverage under this Policy will terminate as indicated in Item 4. in the Declarations. This will be the date that coverage is cancelled or terminated as provided in **Section VIII. TERMINATION OF AND CHANGES TO THE POLICY.**
- J. **Hospitalization** means the act of having a Covered Pet stay at a Qualified Veterinarian's facility for the purpose of obtaining Covered Services due to a covered Illness or Injury. Hospitalization does not mean Boarding.

- K. **Illness** means any sickness, disease, infection, or other medical condition negatively affecting Your Covered Pet's Normal Health that is not caused by an Accident.
- L. **Injury** means physical harm or damage to Your Covered Pet occurring during normal activity or due to an Accident.
- M. **In-Network Veterinarian** means a Qualified Veterinarian who is listed on «WebsiteAddress» as an In-Network Veterinarian. This list of In-Network Veterinarians is subject to change from time to time.
- N. **Medically Necessary** means certified by a Qualified Veterinarian as being medically required and directly and materially related to the diagnosis and treatment of a covered Illness or Injury. To certify Treatment as Medically Necessary, a Qualified Veterinarian must provide a signed and written statement that the Treatment is Medically Necessary as defined herein.
- O. **Normal Health** means the ordinary physical health and activity of Your Covered Pet based on age and breed.
- P. **Out-of-Network Veterinarian** means a Qualified Veterinarian who is not an In-Network Veterinarian.
- Q. **Policy** means, collectively, the Network Pet Insurance Plan, the Declarations and any endorsements attached to the Network Pet Insurance Plan.
- R. **Portal** means a web based access point where You may initiate a claim under Your Policy.
- S. **Pre-existing Condition(s)** means any Injury, Illness, or other condition which was diagnosed by a Qualified Veterinarian prior to the Effective Date of this Policy and identified in Item 6. in the Declarations.
- T. **Premium** means the recurring monthly charge as listed in Item 10. in the Declarations that must be paid to maintain this Policy.
- U. **Qualified Veterinarian** means a veterinarian appropriately licensed and in good standing in the state in which the veterinary services are provided to the Covered Pet.
- V. **Treatment** means veterinary care by a Qualified Veterinarian of a Covered Pet for an Injury or Illness in an attempt to restore the Covered Pet's Normal Health.
- W. **We, Us** and **Our** shall mean the Insurer as identified in the Declarations for this Policy.
- X. **You** and **Your** shall mean the Named Insured as indicated in Item 1. in the Declarations.

II. TERM

The term of this Policy commences on the Effective Date as indicated in Item 3. in the Declarations and continues from month to month until terminated by You or by Us or the Lifetime Benefit has been paid. It is Your obligation to notify Us promptly of the death of the Covered Pet and initiate the termination of this Policy.

III. WHAT IS COVERED

- A. Subject to the Lifetime Benefit shown in Item 9. in the Declarations and all of the terms and conditions of this Policy the following applies:

1. With respect to Covered Services provided by an In-Network Veterinarian, We agree to pay on Your behalf for the cost of Covered Services, in excess of the Deductible and the Co-Payment, subject to the Lifetime Benefit Limit, described in this section during the term of this Policy for every Illness or Injury of the Covered Pet if the Illness or Injury of the Covered Pet is not excluded under the terms of this Policy; or
2. With respect to Covered Services provided by an Out-Of-Network Veterinarian, We agree to indemnify You, subject to a Deductible and Co-Payment, as applicable, for the reasonable and customary cost of Covered Services, in excess of the Deductible and the Co-Payment, subject to the Lifetime Benefit Limit, described in this section during the term of this Policy for every Illness or Injury of the Covered Pet if the Illness or Injury of the Covered Pet is not excluded under the terms of this Policy.

This Policy sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

B. Covered Services are listed below:

1. All Medically Necessary Treatment for an Illness or Injury of the Covered Pet other than as set forth in **Section VI. WHAT IS NOT COVERED**;
2. Routine, preventative wellness exams conducted by an In-Network Veterinarian, including anal gland expression, as follows:
 - a. Pets seven (7) years of age or younger are eligible for one (1) such exam per year;
 - b. Pets older than seven (7) years of age are eligible for up to two (2) such exam per year;
 - c. Wellness exam does not include vaccinations or puppy and kitten plans of any kind;
3. Cremation and/or burial costs up to \$250 as a result of a covered Illness or Injury;
4. Fifty percent (50%) of prescription food costs prescribed by a Qualified Veterinarian as part of a Treatment Plan for a Covered Service. The Deductible and Co-Payment do not apply to prescription foods;
5. The cost of prescription medicines prescribed by a Qualified Veterinarian for Treatment of an Illness or Injury of the Covered Pet;
6. Euthanasia;
7. Holistic and alternative therapies, such as acupuncture, chiropractic, homeopathy, herbal therapy, and naturopathy; and
8. Hydrotherapy.

C. This Policy neither guarantees the success nor the quality of the Treatment of the Covered Pet.

Please note that some Covered Services, including surgeries and those in excess of \$2,500, require Our prior approval following the procedure outlined in **Section**

IV.E. Prior Approval. We reserve the right to select the provider of any surgical procedure.

IV. WHAT TO DO IF A COVERED PET REQUIRES TREATMENT

If Your Covered Pet incurs an Illness or Injury, take the Covered Pet to a Qualified Veterinarian of Your choice for Treatment as recommended by that Qualified Veterinarian; however, some Treatments may require prior approval as specified in **Section IV.E. Prior Approval**, below. Please also be aware that Our method of payment and the amount of Your deductible will vary depending on whether Covered Services are obtained from an In-Network Veterinarian or are obtained from an Out-of-Network Veterinarian—please refer to **Section V. DEDUCTIBLE, CO-PAYMENT, CLAIM PAYMENTS AND LIFETIME BENEFIT** for more details.

- A.** If You obtain Covered Services from an In-Network Veterinarian, the In-Network Veterinarian will be responsible for initiating the claim and submitting supporting documents and materials.
- B.** You should report to Us any Covered Services obtained from an Out-of-Network Veterinarian within seven (7) days of completion of the Treatment or Covered Service to initiate a claim. Claims initiated more than sixty (60) days from the date of the Covered Service may be denied. To initiate a claim contact Us at «PhoneNumber». You agree to cooperate with Us in the investigation or settlement of any claim and to provide Us with all requested documentation as to the Qualified Veterinarian's Treatment of the Covered Pet within sixty (60) days of initiating the claim, including but not limited to the following:
 - 1. A completed claim form;
 - 2. Invoices from the Qualified Veterinarian that provided Treatment to the Covered Pet. Such invoices should show all Treatment performed, products provided, and the itemized charges for all work including payment of the deductible and any discounts;
 - 3. The name, address and other contact information for the Qualified Veterinarian; and
 - 4. Payment receipt indicating Your payment(s) to the Out-of-Network Veterinarian for the Treatment of the Covered Pet.
- C.** We reserve the right to obtain additional material or explanations from Your Qualified Veterinarian or any veterinarian who has examined and/or provided Treatment to the Covered Pet. We also reserve the right to have a Qualified Veterinarian of Our choice and at Our cost independently evaluate the Illness or Injury or Treatment of the Covered Pet if such Treatments appear, in Our sole discretion, unwarranted or excessive.
- D.** Payment for an approved claim will be made within thirty (30) days after the amount of payment is agreed to between You and Us and We have received all required materials from You. If We pay a claim contrary to the terms and conditions of this Policy, that payment does not waive Our rights to apply the

terms and conditions of this Policy to any future claim. We also reserve the right to stop payment or recover from You any claim amount incorrectly paid.

E. Prior Approval

1. Except when seeking Emergency Treatment, the following Covered Services if deemed Medically Necessary by a Qualified Veterinarian require Our prior approval:
 - a. Any Covered Service in excess of \$2,500;
 - b. Any surgical procedures, and We reserve the right to select the provider of the surgery;
 - c. Veterinary specialist fees;
 - d. Treatment for hip dysplasia; and
 - e. Organ or tissue transplants.
2. If the Covered Service requires prior approval, You may contact Us at «PhoneNumber» to obtain such approval.
3. Prior to submitting a claim, You may also submit a pre-treatment description of services for prior approval to have certainty of coverage prior to obtaining Treatment.

V. DEDUCTIBLE, CO-PAYMENT, CLAIM PAYMENTS AND LIFETIME BENEFIT

IN-NETWORK VETERINARIANS VS. OUT-OF-NETWORK VETERINARIANS

There are some added benefits to using In-Network Veterinarians. These are:

- A lower Deductible,
- You are only responsible for paying any applicable Co-Payment and Deductible for Covered Services. Covered amounts in excess of the applicable Co-Payment and Deductible are paid directly to the In-Network Veterinarian; and
- No Co-Payment or Deductible for covered wellness exams.

For Treatment obtained from an Out-of-Network Veterinarian, You are responsible for payment of all charges and will be reimbursed by Us for the reasonable and customary cost of Covered Services in excess of the Deductible and Co-Payment and subject to Your obligation to obtain prior approval. Our obligation to reimburse for Covered Services obtained from an Out-of-Network Veterinarian commences after You have paid Your Qualified Veterinarian the total cost of Covered Services and properly submitted all paperwork as described in Sections **IV.B.** and **IV.C.**

A. INJURY OR ILLNESS DEDUCTIBLE.

1. The Deductible shown in Item 7. in the Declarations is the amount that You must pay for each new covered Injury or Illness incurred by a Covered Pet. The Declarations indicates two deductibles:

- a. The In-Network Deductible shown in the Declarations is the Deductible that will apply to Covered Services obtained from In-Network Veterinarians; and
- b. The Out-of-Network Deductible shown in the Declarations is the Deductible that will apply for Covered Services obtained from any other Qualified Veterinarians.

2. PRESCRIPTION CLAIMS. No Deductible will be charged for prescription medication. However, when a generic version of a prescription medication is available and a brand name version is used, We reserve the right to limit the amount paid to the cost of the generic version. You will be responsible for any amount in excess of the amount paid.

B. INJURY OR ILLNESS CO-PAYMENT.

1. In addition to the Deductible, You are also responsible for payment of a Co-Payment equal to ten percent (10%) of the cost of all Covered Services. The same Co-Payment amount applies to In-Network claims and Out-of-Network claims.
2. **PRESCRIPTION CO-PAYMENT.** You will be responsible for payment of the Co-Payment equal to 10% of the cost of the prescription medication at the time of purchase.

C. CLAIMS PAYMENTS.

1. For Covered Services obtained from an In-Network Veterinarian, subject to the Lifetime Benefit, We will pay for all Covered Services in excess of the Deductible, Co-Payment, and any applicable taxes or fees directly to the In-Network Veterinarian. The Deductible, Co-Payment, and any applicable taxes or fees not covered under this Policy must be directly paid by You to Your In-Network Veterinarian at the time of service, and are not amounts that We will pay to You or an In-Network Veterinarian. The Deductible, Co-Payment, taxes and fees are waived for an annual or semi-annual wellness exam obtained from an In-Network Veterinarian as provided below.
2. For Covered Services obtained from an Out-of-Network Veterinarian, subject to the Lifetime Benefit, We will reimburse You for the reasonable and customary cost of Covered Services in excess of the Deductible and Co-Payment. Our obligation to reimburse You for Covered Services obtained from an Out-of-Network Veterinarian commences only after You have paid Your Qualified Veterinarian the total cost of Covered Services and properly submitted all paperwork.

D. LIFETIME BENEFIT. The Lifetime Benefit shown in Item 9. in the Declarations is the maximum We will pay for Covered Services over the life of a Covered Pet.

VI. WHAT IS NOT COVERED

The following are expressly excluded from coverage under this Policy:

- A.** Any service not deemed Medically Necessary, except for those Treatments that are expressly provided for as Covered Services.
- B.** Pre-existing Conditions as described below:
 - 1.** Treatment or other services for any Pre-existing Condition listed in Item 6. in the Declarations.
 - 2.** Treatment or other services for any Illness or Injury that has the same diagnosis or symptoms as any Pre-existing Condition listed in Item 6. in the Declarations.
 - 3.** Treatment or other services for any Illness or Injury that is caused by, relates to, or results from any Pre-existing Condition listed in Item 6. in the Declarations.
- C.** Any Treatment, medicine, or other service not administered or provided by a Qualified Veterinarian.
- D.** Treatment or other services for any Illness or Injury caused by and/or related to:
 - 1.** Your failure to timely seek Treatment of the Covered Pet;
 - 2.** Your failure to adhere to a Qualified Veterinarian's preventative and/or Treatment advice;
 - 3.** Your failure to obtain and administer a vaccine recommended by a Qualified Veterinarian for the Covered Pet;
 - 4.** Internal or external parasites, including but not limited to fleas, heartworms, and roundworms;
 - 5.** Neglect by You or by a member of Your household;
 - 6.** Intentional acts, including without limitation abuse or other inhumane treatment by You or by a member of Your household;
 - 7.** A Covered Pet being attacked by or attacking another domesticated animal while in Your household or a fenced-in yard on Your premises, off-leash outside of Your household or a fenced-in yard on Your premises, or at a dog park;
 - 8.** Spondylosis and Diabetes Necropsy;
 - 9.** Breeding, pregnancy, whelping, queening, and nursing; and
 - 10.** Conditions resulting from activities related to training or participating in track or sled racing, coursing, guard security, working, hunting, or dog fighting.
- E.** Annual wellness exams not conducted by an In-Network Veterinarian.
- F.** Vaccinations.
- G.** Flea, tick, heartworm, and other parasite control medications.
- H.** Dental Treatment not as a result of damage from an Accident.
- I.** Brand name prescriptions where a generic version is available, unless a Qualified Veterinarian deems in Medically Necessary to provide a brand name prescription as part of a Treatment Plan.
- J.** More than one Illness or Injury during the term arising from the same or similar activity that has demonstrated a likelihood of causing the repeated Illness or Injury of a Covered Pet, for example, foreign body and toxin ingestion.
- K.** Elective euthanasia not recommended by a Qualified Veterinarian.
- L.** Boarding that is not Medically Necessary.

- M. All food, vitamins, and nutritional and dietary supplements, other than prescription food as provided in **Section III. WHAT IS COVERED.**
- N. Declawing, dew claw removal, or debarking.
- O. Eating Disorders.
- P. Secondary complications from an Illness or Injury or service excluded by the Policy.
- Q. Incidental or consequential damages.
- R. Any applicable tax, medical waste disposal fees (when invoiced separately), veterinary administrative shipping, and postage fees.
- S. Services provided by “puppy and kitten plans.”
- T. Spaying or neutering.
- U. Obedience and/or training classes and/or devices.
- V. Daycare and/or pet sitting expenses.
- W. Grooming, bathing, and/or nail clipping.
- X. House calls, travel time, and/or transportation.
- Y. Boarding or kennel fees due to human illness.
- Z. Trip cancellation costs due to an Injury or Illness of the Covered Pet.
- AA. Illness or Injury occurring outside of the United States.
- BB. Cloned pets or cloning.
- CC. Claims for Covered Services exceeding the maximum Lifetime Benefit.

VII. YOUR DUTIES

- A. You must make all efforts to maintain Your Covered Pet’s health including appropriate nutrition, exercise, and maintenance as directed by a Qualified Veterinarian including, but not limited to, appropriate vaccines and any prescribed medication.
- B. You must comply with the terms and conditions of this Policy, such as the requirement to obtain prior approval for certain services as described in **Section IV.E. Prior Approval.**
- C. You must obtain an annual physical exam for the Covered Pet, follow the Qualified Veterinarian’s advice, and show reasonable care in protecting Your Covered Pet from harm. As provided in **Section III. WHAT IS COVERED** the Covered Pet is entitled to an annual wellness exam from an In-Network Veterinarian at no cost.
- D. If the Covered Pet incurs an Injury or Illness, You must seek veterinary care as quickly as possible so that the Covered Pet’s Illness or Injury is not made worse due to lack of such care. Undue delay in seeking veterinary care may be the basis for denying a claim.
- E. You must maintain Your mailing address, email address and other contact information with Us and may update Your contact information by emailing Us at «EmailAddress», calling «PhoneNumber», or using the Portal.
- F. You must maintain and provide to Us upon request records of Treatment provided by a Qualified Veterinarian including records of annual physical

exams, vaccines, medication, and all Covered Services. You also consent to such records being provided to Us by the Qualified Veterinarian.

- G.** The monthly Premium must be paid when due. If payment details or form of payment changes, You must update this information with Us by calling «PhoneNumber» or using the Portal.

VIII. TERMINATION OF AND CHANGES TO THE POLICY

A. Cancellation.

1. Cancellation by You.

You may cancel the Policy at any time by giving Us advance written notice of cancellation.

2. Cancellation by Us.

a. We may cancel this Policy at any time by mailing or delivering written notice of cancellation, including the reason(s) for cancellation, to You at least:

- (1)** Ten (10) days before the date cancellation becomes effective if cancellation is for nonpayment of Premium; or
- (2)** Thirty (30) days before the date cancellation becomes effective if cancellation is for any other reason.

b. If this Policy has been in effect for ninety (90) days or more, We may only cancel for one or more of the following reasons:

- (1)** Nonpayment of Premium;
- (2)** This Policy was issued because of a material misrepresentation;
- (3)** You violated any of the material terms and conditions of this Policy;
- (4)** Unfavorable underwriting factors, specific to You, exist that were not present at the inception of this Policy;
- (5)** A determination by the commissioner that continuation of coverage could place Us in a hazardous financial condition or in violation of the laws of this state; or
- (6)** A determination by the commissioner that We no longer have adequate reinsurance to meet Our needs.

3. The notice will be mailed or delivered to You at Your mailing address shown in Item 1. in the Declarations.

4. The cancellation notice will state the date cancellation becomes effective. The policy period will end on that date.

5. If this Policy is cancelled, any Premium refund due will be calculated on a pro rata basis. If this Policy is cancelled by Us, We will provide the premium refund, if any, with the cancellation notice. If Your Premium is paid by Electronic Funds Transfer or Credit Card and You cancel this Policy, the Payment Transaction Fee listed in Item 10. in the Declarations will be deemed fully earned. Even if We have not made or offered a refund, cancellation will still be effective.

6. If the cancellation notice is mailed, proof of mailing will be sufficient proof of notice.

B. Lifetime Benefit – Automatic Termination of the Policy.

Once the maximum Lifetime Benefit has been paid by Us, We will notify You that the Lifetime Benefit has been paid and no further benefits under this Policy will be paid. Any unearned premium at the time the maximum Lifetime Benefit is reached will be refunded to You by Us.

C. Changes to the Policy by Us.

If We make any changes to this Policy, written notice will be mailed or delivered to You sixty (60) days prior to the effective date of the change. The notice will be mailed or delivered to Your mailing address last known to Us. If notice is mailed, proof of mailing will be sufficient proof of notice. Your continued payment of the monthly Premium following the effective date of the change constitutes acceptance of the change and continuation of this Policy as endorsed.

D. Termination of Policy.

If You move to a state where this Policy is not available, Your coverage under this Policy will automatically terminate thirty (30) days after We receive notification of such move.

E. Election Not to Continue the Policy.

If this Policy has been in effect for ninety (90) days or more and We elect not to continue coverage, We will mail or deliver written notice of such election, including the reason, to Your mailing address last known to Us, at least sixty (60) days before the date such election becomes effective. If notice is mailed, proof of mailing will be sufficient proof of notice.

IX. COVERAGE FROM OTHER SOURCES AND SUBROGATION OF RIGHTS

If a claim arises under this Policy and there is other insurance providing coverage for the Illness or Injury of the Covered Pet (including coverage under any auto insurance policy or similar source of coverage), then this Policy is in excess of the other insurance and this Policy will only apply to the cost of any Covered Services above the extent to which all other valid and collectible coverage from other sources has been exhausted and subject to all other conditions of this Policy.

We are subrogated to all Your rights of recovery to the extent of the benefits We pay for Covered Services for an Illness or Injury for which You may be entitled to recover payment from any other person, including but not limited to the person causing the Illness or Injury or that person's insurer, provided however, that Our right of subrogation shall not exceed any amount of benefits paid to, or on behalf of You, for Covered Services.

X. FORCE MAJEURE

We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond Our control.

XI. CONCEALMENT, MISREPRESENTATION AND FRAUD

A. By accepting this Policy, You agree:

1. The statements in the Declarations are accurate and complete;
2. The statements in the Declarations are based upon representations made by You to Us; and
3. This Policy has been issued in reliance upon Your representations.

B. We will not pay for any Covered Services if:

1. You have concealed, for the purpose of misleading, information concerning a material fact; or
2. You have committed a fraudulent insurance act;

concerning or related to this insurance or the Covered Pet.

As used in this condition, a fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto.

XII. ELECTRONIC DELIVERY

It is agreed that, unless You otherwise notify Us, all documents and communications regarding this Policy, its endorsements, and any notices may be delivered to You by electronic mail using the email address You provided to Us, except documents required to be delivered by another method. It is further agreed that it is Your responsibility to keep Your contact details, including email, telephone and postal address, current and correct.