

LIBERTY INSURANCE UNDERWRITERS, INC.

(A Stock Insurance Company, hereinafter the "Insurer")
175 Berkeley Street, Boston MA 02116
Toll free number 1-800-677-9163

PET INSURANCE PLAN – KANSAS

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 Item 10. of 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 as indicated in Item 8. in the Declarations.
- 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, as indicated in Item 7. in the Declarations, per claim for any 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 that 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 overnight 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 www.companionprotect.com 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 Pet Insurance Plan, the Declarations and any endorsements attached to the 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 identified or suspected prior to or at the time of enrollment or diagnosed by a Qualified Veterinarian or Qualified Staff 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 Staff** means an employee or volunteer of a facility providing veterinary care who has the training, experience, and authority to provide medical care.
- V. **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.
- W. **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.
- X. **We, Us and Our** shall mean the Insurer as identified in the Declarations for this Policy.
- Y. **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 a Qualified Veterinarian 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 exams per year;
 - c. A wellness exam does not include vaccinations or puppy and kitten plans of any kind;
 - d. Subject to a waiting period of six (6) months after enrollment;
3. Euthanasia, provided it was Medically Necessary, even if the Illness or Injury was a Pre-Existing Condition;
 4. Cremation and/or burial costs up to \$250 as a result of a covered Illness or Injury, even if the Illness or Injury was a Pre-Existing Condition;
 5. Fifty percent (50%) of prescription food costs prescribed by a Qualified Veterinarian as part of a Treatment Plan for a Covered Service. The Deductible does not apply to prescription foods;
 6. The cost of prescription medicines prescribed by a Qualified Veterinarian for Treatment of an Illness or Injury of the Covered Pet. The Deductible does not apply to prescription medicines;
 7. Holistic and alternative therapies, such as acupuncture, chiropractic, homeopathy, herbal therapy, and naturopathy;
 8. Hydrotherapy;
 9. Diagnostics that are used to rule in or rule out medical diagnoses;
 10. Orthopedic care up to \$10,000 per site for a covered Illness or Injury; and
 11. Heartworm and parasite tests for diagnostic purposes.
- 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 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 six (6) months from the first date of the Covered Service will be denied. To initiate a claim contact Us at 800-304-9930 or by using the Portal. 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 Co-Payment, 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 Qualified 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;
 - e. Organ or tissue transplants; and
 - f. Hospitalization.
2. If the Covered Service requires prior approval, You may contact Us at 800-304-9930 or through the Portal 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. Claims that meet the criteria above that are submitted without our prior approval may be denied.

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

In-Network Veterinarians vs. Out-of-Network Veterinarians

For Treatment obtained from an In-Network Veterinarian, 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.

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.**

You will be reimbursed up to \$60 for wellness exams performed by an Out-of-Network Veterinarian.

A. Injury or Illness Deductible.

The Deductible shown in Item 7. in the Declarations is the amount that You must pay for each covered Injury or Illness incurred by a Covered Pet. The Deductible shown in the Declarations is the Deductible that will apply for Covered Services obtained from any Qualified Veterinarian.

1. **Prescription Claims.** No Deductible will be charged for prescription medication or prescription food. 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. We reserve the right to verify prescriptions and prescription food are part of a treatment plan.
2. **Wellness Exam.** If a new Injury or Illness is found during a wellness exam, the Deductible will be waived for that Injury or Illness.

3. The Deductible will apply to the first claim for a diagnosis for which there are Covered Services or Treatments filed as part of the claim.
4. **Emergency Treatment.** The Deductible shown in Item 7. in the Declarations is the amount that You must pay for each covered Injury or Illness incurred by a Covered Pet with treatment classified as Emergency Treatment.
5. **Surgery.** The Deductible shown in Item 7. in the Declarations is the amount that You must pay for each covered Injury or Illness incurred by a Covered Pet with treatment classified as Surgery.

B. Injury or Illness Co-Payment.

1. **Covered Services.** In addition to the Deductible, You are also responsible for payment of a Co-Payment, shown in Item 8. in the Declarations, for the cost of all Covered Service claims.
2. **Prescription Co-payment.** You will be responsible for payment of the Co-Payment, shown in Item 8. in the Declarations, for the cost of prescription medication or prescription food.

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. The Deductible, Co-Payment, taxes and fees are waived for an annual or semi-annual wellness exam obtained from an Out-of-Network Veterinarian as provided in **A.2.** above. You will be reimbursed up to \$60 for wellness exams performed by an Out-Of-Network Veterinarian.

- 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. This exclusion does not apply to parasites for which there is no prevention;
 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. Spondylosis;
 8. Necropsies;
 9. Breeding, pregnancy, whelping, queening, and nursing; and
 10. Conditions resulting from activities related to participating in track or sled racing, guard security, working, hunting, or dog fighting.
- E.** Vaccinations.
- F.** Flea, tick, heartworm, and other parasite control medications.
- G.** Dental Treatment not as a result of damage from an Accident.
- H.** Brand name prescriptions where a generic version is available, unless a Qualified Veterinarian deems it Medically Necessary to provide a brand name prescription as part of a Treatment Plan.
- I.** 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.
- J.** Elective euthanasia not recommended by a Qualified Veterinarian.
- K.** Boarding that is not Medically Necessary.
- L.** Food, vitamins, and nutritional and dietary supplements, other than prescription food as provided in **Section III. WHAT IS COVERED**, that are not recommended by a Qualified Veterinarian as part of a Treatment for a covered Illness or Injury.
- M.** Declawing, dew claw removal, or debarking. The dew claw removal exclusion does not apply if removal is Medically Necessary.
- N.** Secondary complications from an Illness or Injury or service excluded by the Policy.
- O.** Incidental or consequential damages.
- P.** Any applicable tax, city licensing fees, medical waste disposal fees (when invoiced separately), veterinary administrative, shipping, and postage fees.
- Q.** Spaying or neutering.
- R.** Obedience and/or training classes and/or devices.
- S.** Daycare and/or pet sitting expenses.
- T.** Grooming, bathing, and/or nail clipping.
- U.** House calls, travel time or fees, and/or transportation.
- V.** Boarding or kennel fees due to human illness.
- W.** Trip cancellation costs due to an Injury or Illness of the Covered Pet.
- X.** Illness or Injury occurring outside of the United States.
- Y.** Cloned pets or cloning.
- Z.** 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 at no cost up to \$60.
- 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 service@companionprotect.com, calling 800-304-9930, 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 or Your mailing address changes, You must update this information with Us by calling 800-304-9930 or using the Portal.
- H. You must disclose the Covered Pet's health history and any suspected health issues at the time of enrollment.
- I. We have the right to deny an application for enrollment if You fail to follow the recommendations of the enrolling Qualified Veterinarian, even if the Covered Pet has been seen by another Qualified Veterinarian.

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.

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:

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

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 thirty (30) 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.

You are required by **Section VII. G.** above that to notify us of a change in address. If Your move is 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.

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.

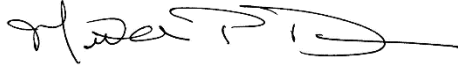
B. We will not pay for any Covered Services if:

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.



PRESIDENT
Matthew P. Dolan



VICE PRESIDENT and
SECRETARY
Mark C. Touhey