

Physicians Mutual Insurance Company
2600 Dodge Street • Omaha, Nebraska 68131

Pet Insurance Policy

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SAMPLE

DEFINITIONS

In this **Policy**, "**You**" and "**Your**" refer to the Named Insured shown on the **Declarations Page** and the spouse or domestic partner, and those living in the residence. "**We**", "**Us**", and "**Our**" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **Accident(s)** means an unexpected or unintended event, which is specific as to place and time, causing **Injury to Your Pet**.
2. **Allowable Charge(s)** means the costs of the actual **Treatment(s)** provided by a **Veterinary Provider**, subject to **Policy** limitations and exclusions, additional benefits as provided by the **Policy** and included on the **Declarations Page**, the **Annual Maximum Benefit**, or the **Covered Incident Limit** amount, except as excluded by the **Policy**.
3. **Aggression** means an abnormal, hostile response to an otherwise normal situation.
4. **Annual Maximum Benefit** is the maximum amount **We** will reimburse **You** in a term of insurance. The **Annual Maximum Benefit** does not include the **Policy Annual Deductible**, **Per Incident Co-pay**, if elected, or any **Coinsurance** amounts paid by **You**.
5. **Bilateral Condition** is a condition or disease that can affect or has a high risk of affecting both sides of the body.
6. **Chronic Condition** is a detectible condition that, once developed, is deemed incurable or likely to continue for the remainder of **Your Pet's** life.
7. **Claim** means **Your** request for payment of an amount under the terms of **Your Policy** for **Treatment of Your Pet** by a **Veterinary Provider** or other services as provided by this **Policy**.
8. **Clinical Signs** means changes in the normal healthy state, bodily function, or behavior of **Your Pet** observed by **You**, a **Veterinarian**, or other observer.
9. **Coinsurance** is the amount for which **You** are responsible in addition to any **Per Incident Co-pay**, if elected, and **Policy Annual Deductible** for any **Allowable Charges** incurred.
10. **Coverage** is the insurance described in this **Policy**.
11. **Covered Incident** is an occurrence where **You** had to make payment for an **Allowable Charge** under this **Policy**.
12. **Covered Incident Limit** is the maximum amount **We** will reimburse **You** per **Covered Incident**. The **Covered Incident Limit** does not include the **Policy Annual Deductible**, **Per Incident Co-pay**, if elected, or any **Coinsurance** amounts paid by **You**.
13. **Cured** means the point at which a **Pet** is free from a condition, with no further symptoms present or **Treatment** required.
14. **Dental Illness** is an **Illness** affecting the teeth and/or gums.
15. **Dermatological Condition** means an **Illness** related to **Your Pet's** skin and includes ear infections and skin reactions from skin irritation or infection.
16. **Genetic Condition** means an **Illness** whose presence is determined by hereditary and congenital factors.
17. **Illness(es)** means sickness, disease, or any change in a **Pet's** normal, healthy state, which is not caused by **Injury** to the **Pet**.
18. **Injury(ies)** means physical harm or damage to **Your Pet**, caused by an **Accident**.
19. **Life-Threatening Injury** means an **Injury** involving an imminent, substantial risk of death as noted by a **Veterinarian** in **Your Pet's** medical files.

20. **Medical Director** means a **Veterinarian** or **Veterinarian Provider** who may be assigned by **Us** to monitor and review the appropriateness of the services provided to **Your Pet**, the reasonableness of the fees, and the relationship between conditions.
21. **Medically Necessary** means medical services, **Supplies** or care directly and materially related to a covered **Injury or Illness**, in **Our** reasonable judgment.
22. **Medication(s)** means any veterinary recommended **Medication(s)** prescribed by a **Veterinarian** and approved by the Food and Drug Administration (FDA) of the United States or accepted for inclusion in the Homeopathic Pharmacopoeia of the United States. FDA-approved or Homeopathic Pharmacopoeia, including drugs available over the counter, must be dispensed directly by **Your Veterinarian** or compounded by a pharmacist under the guidance of **Your Veterinarian**. Items purchased from an outside store or other pharmacy are not covered unless **Veterinarian** prescribed. **Medication(s)** includes medical **Supplies** required to administer those **Medication(s)**.
23. **Neutering** means Orchidectomy, or surgical removal of the testicles.
24. **Orthopedic Condition** means a condition affecting or manifesting from the musculoskeletal system, which is made up of the body's bones (the skeleton), muscles, cartilage, tendons, ligaments, and joints, including intervertebral spaces, osteosarcoma, and chondrosarcoma.
25. **Original Start Date** means the effective date when the **Pet** became covered by this **Policy** administered by the Company, or its authorized administrator, as stated on the **Declarations Page**.
26. **Per Incident Co-pay** is the amount of the cost of care **You** are responsible for incurring per **Accident, Illness** or **Injury** per **Veterinary Provider** treating, diagnosing or performing tests for such **Accident, Illness** or **Injury**. The **Per Incident Co-pay** is separate and distinct from the **Policy Annual Deductible** and **Coinsurance** for which **You** are responsible. The **Per Incident Co-pay** is not applied toward satisfying the **Policy Annual Deductible**.
27. **Pet** is a cat or dog named and described on the **Declarations Page** and both owned by **You** and residing with **You** for companionship or as a service dog, not owned for commercial reasons.
28. **Pet Ambulance** means a **Pet** medical transportation service vehicle equipped with stretchers, hydraulic tables, oxygen, and a driver and/or veterinary technician, used to transport a sick or injured **Pet(s)** in the event of an emergency.
29. **Policy** means the terms and conditions and most recent **Declarations Page** which includes any forms and endorsements that apply.
30. **Policy Annual Deductible** is the annual amount **You** pay for **Treatments** covered by this **Policy** and as indicated on **Your Declarations Page** before **We** will begin to reimburse **You**.
31. **Pre-existing Condition(s)** means:
Any condition for which any of the following are true prior to the effective date of a pet insurance policy or during any **Waiting Period**:
- i. A **Veterinarian** provided medical advice;
 - ii. The **Pet** received previous **Treatment**; or
 - iii. Based on information from verifiable sources, the **Pet** had signs or symptoms directly related to the condition for which a **Claim** is being made.
- If **You** cannot provide medical records showing **Your Pet** received a physical examination, whether during a wellness visit or a sick visit, by a licensed **Veterinarian** occurring within the twelve (12) months prior to the effective date of this **Policy**, the first documented veterinary

examination after the effective date of the **Policy** will be used as the basis for determining any **Pre-existing Condition(s)**.

If **Your Pet's Pre-existing Condition** is curable and has been **Cured** and free from **Treatment** and symptoms for a period of twelve (12) months, it is a new occurrence. This does not apply to ligament and orthopedic conditions.

32. **Preventive Care** means any **Treatment**, service or procedure, including, but not limited to, physical examinations, **Medications**, **Surgery**, inoculations, or laboratory procedures, for the purpose of prevention of **Injury** or **Illness** or for the promotion of general health, where there has been no **Injury** or **Illness**.
33. **Professional Services** are diagnosing, treating, operating, or prescribing for any cat or dog **Injury** or **Illness**.
34. **Reimbursement Percentage** is the percentage of the covered **Allowable Charge** for which **We** are responsible.
35. **Spaying** means Ovariohysterectomy or Ovariectomy, or resection of the ovaries and/or uterus.
36. **Supplies** means any item that is **Medically Necessary**, as determined by the **Veterinarian**, that is safe and effective for its intended use, and that omission would adversely affect the insured **Pet**.
37. **Surgery(ies)** means procedure(s) that treat diseases or **Injuries** by operative, manual, and instrumental **Treatment**.
38. **Treatment(s)** means any hospitalization, anesthesia, **Surgery**, X-rays, MRI or CT scans, laboratory tests, nursing, or other care provided and administered by a **Veterinary Provider**.
39. **Undiagnosed** means not having been identified by a **Veterinarian**.
40. **Vaccination(s)** means the administration of an industry-recognized commercial vaccine by a registered licensed **Veterinarian**. The vaccine must be in accordance with the manufacturer's recommendations, following a complete clinical examination, for prevention of disease.
41. **Veterinarian** means a currently licensed Doctor of Veterinary Medicine. **Veterinarian** cannot be **You** or a member of **Your** immediate family.
42. **Veterinary Provider** means a **Veterinarian**, veterinary technician, or veterinary nurse currently licensed in the state, country or territory in which **Treatment** is performed.
43. **Waiting Period** means the time period where **Policy Coverage** is restricted. **Waiting Period** is measured beginning on the **Original Start Date**. For this **Policy**, the time period is one (1) day for **Injuries** and fourteen (14) days for **Illnesses**, except for **Orthopedic Conditions** for dogs, where the Orthopedic **Waiting Period** is six (6) months. The **Waiting Period** starts from the **Original Start Date**. Conditions that occur during the **Waiting Period** will be excluded from **Your Policy's Coverage** as **Pre-existing Conditions**. The **Waiting Period** applies to **Coverage** increases and reinstatements, but is waived for **Policy** and Optional **Coverage** renewals. A twelve (12) month **Policy** that becomes effective at the expiration of a thirty (30) day **Policy** is considered a renewal and a **Waiting Period** does not apply, except for **Orthopedic Conditions**.

INSURING AGREEMENT

We will provide the insurance described in this **Policy** in return for the premium and compliance with all applicable **Policy** provisions. The **Declarations Page** shows the **Policy term, Coverages**, limits of liability and premiums. This **Policy** is not complete without the **Declarations Page**. This **Policy** supersedes all prior negotiations, representations, or agreements either written or oral.

CONDITIONS

1. Upon submission of **Your** first **Claim**, **You** must include twenty-four (24) months of medical records or adoption records from prior to the **Original Start Date** unless the **Claim** is for **Preventive** care only. **You** also agree, that by purchasing this **Policy**, **You** give **Us** permission to gather all medical information for **Your Pet** from all **Your Veterinary Providers**, as **We** deem necessary.
2. All **Treatment** must be performed by a **Veterinary Provider** of **Your** choice.
3. **You** must arrange for a **Veterinarian** to examine and treat **Your Pet** as soon as possible after it shows **Clinical Signs** of **Injury**.
4. **You** are financially responsible to **Your Veterinary Provider** for payment of all **Treatment**.
5. **Your Pet** must reside with **You** and be under **Your** regular care and supervision at the physical address listed on the **Declarations Page**.
6. The standard **Orthopedic Condition Waiting Period** for dogs is six (6) months from the **Original Start Date** shown on the **Declarations Page** for that dog. This **Waiting Period** can be waived by submitting a completed Orthopedic Waiver Form completed by a **Veterinary Provider**. The Orthopedic Exam must be completed and the Orthopedic Waiver Form must be submitted to **Us** within the number of days listed on **Your Orthopedic Condition Waiting Period** of the **Policy** effective date.
7. If **You** do not know the exact date of birth of **Your Pet**, **We** will use the average of the estimates of **Your Pet's** age as referenced in **Your Pet's** medical records from the veterinary clinics and shelters.
8. If **You** are renewing a **Policy** for a:
 - a. Dog age eight (8) years or older; or
 - b. Cat age ten (10) years or older;**You** must follow **Your Veterinary Provider's** advice with regard to senior wellness care.
9. In the original application for this insurance, **You** represented that **Your Pet** was in good health, free of **Injury or Illness** as of the effective date of this **Policy**, except for those medical conditions that **You** disclosed in **Your** application. In order to assess a **Claim**, **We** may require full medical records from any **Veterinary Provider** who has treated **Your Pet**.
10. **You** must ensure that **Your Pet** receives:
 - a. An annual health check;
 - b. An annual dental exam and, if recommended, prophylaxis (defined as ultrasonic scaling and polishing of the teeth);
 - c. **Treatment** normally suggested by a **Veterinarian** to prevent **Injury or Illness**;
 - d. Appropriate prophylactic **Medication** as prescribed and dispensed by **Your Veterinarian** to protect against **Illness**, including but not limited to lice, parasites and fleas. **We** will not pay **Claims** for **Injuries or Illnesses** as a result of **Your** failure to comply with this requirement; and
 - e. Appropriate prophylactic **Medication** and/or **Vaccination** as prescribed and dispensed by **Your Veterinarian** to protect against **Illnesses**. **We** will not pay **Claims** for **Injuries or Illnesses** as a result of **Your** failure to comply with this requirement.
11. **You** must act prudently in the care and protection of **Your Pet**. **You** must protect **Your Pet** from aggravation or recurrence of any **Injury or Illness** after its initial occurrence and provide proper maintenance/**Preventive Care**.

12. As recommended by **Your Veterinarian** and at **Your** expense, **You** must keep **Your Pet** vaccinated. **We** will not pay **Claims** that result from, or are related to, any **Illness** listed below that a **Veterinarian**-recommended vaccine would have prevented:
- a. For dogs: rabies, canine distemper, canine adenovirus (canine viral hepatitis), canine parainfluenza, canine parvovirus and leptospirosis;
 - b. For cats: rabies, feline viral rhinotracheitis, feline calicivirus, feline panleukopenia and feline leukemia virus;

COVERAGE

IF SHOWN ON THE **DECLARATIONS PAGE(S)**, THE FOLLOWING **COVERAGES** APPLY SEPARATELY TO EACH **PET**.

1. **We** will reimburse **You**, subject to **Coinsurance** requirements, for any **Allowable Charges** **Your Pet** receives in excess of the **Policy Annual Deductible** and **Per Incident Co-pay** amount, if elected, for **Medically Necessary Treatment(s)** performed for conditions that showed signs, symptoms, or were diagnosed after the **Waiting Period** and during the **Policy** term, which result from:
 - a. **Accidents**, including but not limited to, an automobile **Accident**, ingestion of a foreign body, poisoning, animal bites, gastric torsion, and cruciate ligament rupture, as well as **Accidents** resulting in dental trauma, burns, and fractures; (if shown as applicable on the **Declarations Page(s)**). Orthopedic **Accidents** are subject to the Orthopedic **Waiting Period**;
 - b. **Illnesses**, including but not limited to, **Genetic Conditions**, acute **Conditions**, and **Chronic Conditions** (if shown as applicable on the **Declarations Page(s)**);
 - c. **We** will reimburse **You** for the cost of **Treatment** **Your Pet** receives in the current term of insurance for an **Injury or Illness** that first showed **Clinical Signs** after the end of the **Waiting Period** and **Treatment** required due to **Dental Illness** and **Injury**, subject to **Policy** limitations and exclusions. To receive **Dental Illness Coverage**, **You** must follow **Your Veterinarian's** advice regarding dental care, including but not limited to, an annual dental exam and any related **Treatment** recommendations.
 - d. If **Your Pet** incurs a **Life-Threatening Injury** and requires immediate lifesaving **Treatment**, **We** will waive **Your Coinsurance**, **Policy Annual Deductible** and **Per Incident Co-pay**, if elected. Normal **Waiting Periods** for **Injury** apply. **Coverage** is up to the **Annual Maximum Benefit** or **Covered Incident Limit** as shown on the **Declarations Page(s)**, subject to any **Policy Annual Deductible**, **Per Incident Co-pay**, if elected, and **Coinsurance** requirements, subject to **Policy** limits and exclusions.
2. **We** will reimburse **You** for **Medically Necessary Treatment**, for:
 - a. **Surgery**;
 - b. X-rays, ultrasounds, CT scans, and other diagnostic tests;
 - c. **Professional Services** rendered by **Your Veterinary Provider**, including costs or fees for telephone consultations if the Optional **Office Visit and Exam Fees Rider** as shown on the **Declarations Page** has been purchased;
 - d. Medical **Supplies** required to perform covered procedures performed in the **Veterinarian's** office and other medical **Supplies**, where deemed **Medically Necessary** by the **Veterinarian**, such as an Elizabethan collar;
 - e. Laboratory tests required by **Your Veterinary Provider**;

- f. Hospitalization required by **Your Veterinary Provider** to deliver **Professional Services** to **Your Pet** and post-procedure in-hospital care as is medically standard by **Our** best estimation;
 - g. **Medications Your Veterinarian** dispenses for in-hospital **Treatment** as part of **Your Pet's Accident** or **Illness Treatment** that started after the **Waiting Period** and during the **Policy** term.
 - h. Endodontic **Treatment** for dental **Injuries**, such as extractions, root canals and crowns, where deemed **Medically Necessary**;
 - i. These **Treatments** are subject to review and approval by **Our Medical Director**;
 - j. **Pet Ambulance** transportation, in the event of an emergency;
 - k. Euthanasia where necessary for humane reasons;
 - l. Orthodontic **Treatment** that is **Medically Necessary** due to a covered **Illness** or **Accident** or **Illness**.
 - m. 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;
3. **Cost Shares**
- a. **We** will apply the **Per Incident Co-pay**, if elected, and the **Policy Annual Deductible** to **Your Allowable Charges**. Once **Your Policy Annual Deductible** is reached, **We** will pay **Your Claim** subject to **Your Coinsurance**. The **Per Incident Co-pay** is separate and distinct from the **Policy Annual Deductible** and **Coinsurance** for which **You** are responsible. The **Per Incident Co-pay** is not applied toward satisfying the **Policy Annual Deductible**. When the **Treatment** dates of an **Injury** or **Illness** fall into two (2) or more **Policy** terms, **You** will be required to pay a **Policy Annual Deductible** for each **Policy** term.
4. **Diminishing Deductible**. For each year that **You** are **Claim-free** while continuously covered by **Our Policy**, **Your** current **Policy Annual Deductible** will be reduced by \$50.00 upon **Policy** renewal until it results in a \$0.00 **Policy Annual Deductible**. If a **Claim** is made and **You** receive payment, the **Policy Annual Deductible** will be returned to its original **Policy Annual Deductible** amount for the following renewal term and the process will start over. **Coverage** must be continuous for this rule to apply. This rule does not apply to **Claims** for Wellness.

EXCLUSIONS

Please read the following exclusions carefully. If an exclusion applies, **We** will not provide **Coverage** under this **Policy** and **You** will not be reimbursed for any cost of **Treatment** for which **You** have paid. **We** do not cover:

1. **Pre-existing Conditions**. In addition, the following **Injuries** or **Illnesses** shall be considered **Pre-existing Conditions**:
 - a. If a **Pet** showed signs or symptoms or was diagnosed or treated for cancer prior to the end of the **Waiting Period**, any subsequent cancer of that specific type, including the diagnosis, or **Treatment** will be considered a **Pre-existing Condition**;
 - b. If a **Pet** has shown signs or symptoms or has been diagnosed or treated for IVDD (Intervertebral Disc Disease) prior to the end of the **Waiting Period** any subsequent

IVDD manifestation within that same location within the spine, including diagnosis, or **Treatment** will be considered a **Pre-existing Condition**;

- c. If a **Pet** has been diagnosed or treated for hyperthyroidism prior to the end of the **Waiting Period**, any hyperthyroidism **Treatments** and **Medications** are not covered, as well as **Medications** for any kidney, heart, and high blood pressure conditions that may develop as a condition related to hyperthyroidism;
- d. If a **Pet** had masses or growths noted prior to the end of the **Waiting Period**, any mass or growth in that same location is not covered, regardless if benign or malignant. This would include any diagnosis or **Treatment** of the masses or growths. If the masses or growths were later determined to be cancerous, any cancer of that same type would be ineligible for coverage.
- e. **Orthopedic Conditions** and **Illnesses** occurring or showing **Clinical Signs** during the Orthopedic **Waiting Period**, even if the **Accident Waiting Period** is complete for **Accident Coverage**; and
- f. If a **Pet** has been diagnosed, treated, or was showing **Clinical Signs** of renal disease prior to the end of the **Waiting Period**, any renal **Treatments** and **Medications** are not covered, as well as any related conditions that may develop. This includes, but is not limited to: vomiting, diarrhea, dehydration, constipation, blood pressure or pH issues, and cardiac complications. However, for the purposes of this exclusion, temporary conditions that started prior to the end of the **Waiting Period**, or the condition manifests after the **Original Start Date**, and the condition has not shown any **Clinical Signs** for a period of twelve (12) months, and is considered **Cured**, the condition shall no longer be considered a **Pre-existing Condition**.

Specific situations include, but are not limited to:

- a. If **Your Pet** showed **Clinical Signs** of any **Dermatological Condition** prior to the end of the **Waiting Period**, **Your Pet** must be free of any **Dermatological Conditions** for twelve (12) consecutive months before any **Dermatological Conditions** may be covered again; or
 - b. If **Your Pet** has been treated for **Undiagnosed** vomiting and/or diarrhea prior to the end of **Your Pet's Waiting Period**, **Your Pet** must be free of conditions with the same **Clinical Signs** for twelve (12) consecutive months before any conditions with the same **Clinical Signs** may be covered again;
2. **Preventive Care** including, but not limited to: wellness exams or tests, preventive **Treatment**, tests or diagnostic procedures, **Vaccinations**, flea and other parasite prevention, **Spaying** or **Neutering** (including preventive sterilization **Surgery**, such as for **Treatment** for cryptorchidism, chimerism, or chromosomal abnormalities); unless **You** purchase the optional Wellness Rider, as shown on the **Declarations Page**;
 3. Physical examination, including costs and/or fees for telephone consultation, unless **You** purchase the optional **Office Visit and Exam Fees Rider** as shown on the **Declarations Page**;
 4. **Rehabilitation and Physical Therapy Treatment(s)**, unless **You** purchase the optional **Rehabilitation and Physical Therapy Rider** as shown on the **Declarations Page**;
 5. **Holistic and Alternative Medications, Behavioral Problems** and any related **Treatment(s)**, training sessions or diagnostics, are excluded, unless **You** purchase the optional **Alternative Care Rider** as shown on the **Declarations Page**;
 6. **Air Ambulance** and non-emergency ground **Pet Ambulance** transportation;

7. The cost of disposing of **Your Pet's** remains, unless **You** purchase the optional Final Respects Rider as shown on the **Declarations Page**;
8. The cost of boarding **Your Pet**, unless **You** purchase the optional Boarding Fees **Coverage** as shown on the **Declarations Page** or as a part of a **Medically Necessary Treatment**;
9. Costs of **Treatments** arising from **Your** decision to pursue a course of **Treatment** other than that which was recommended to **You** by **Your Veterinarian**, unless specifically authorized by **Us** prior to **Treatment**. Examples include, but are not limited to:
 - a. Cost of **Treatments** continued after a **Veterinarian** has recommended a **Pet** be euthanized for humane reasons;
 - b. Ignoring a **Veterinarian's** recommendation to amputate a leg, resulting in extra costs associated with **Treatment** of necrosis; and
 - c. Ignoring a **Veterinarian's** recommendation to remove an eye, resulting in extra costs associated with chronic eye issues;
10. **Treatment** for any **Injury** or **Illness** deliberately caused by **You**, **Your** family members, anyone living with **You**, or any other persons who have care, custody, or control of **Your Pet**;
11. **Treatment** for **Injury** or **Illness** caused by deliberate endangerment of **Your Pet**, such as organized fighting;
12. **Treatment** as a result of **Injury** or **Illness** due to a **Bilateral Condition** that has been determined to be **Pre-Existing**;
13. Any **Injury** or **Illness** that arises due to repetitive activity that results in **Your Pet** requiring repeated medical **Treatment**. After three (3) separate but similar incidents of such **Claims** within a thirty-six (36) month period, **Coverage** for these **Injuries** or **Illnesses** would be considered or diagnosed preventable, such as, but not restricted, to foreign body ingestions, porcupine quills, fight/bite wounds/lacerations, motor vehicle **Injuries** and poison ingestions.
14. **Treatment** for **Injury** or **Illness** caused by persistent neglect of **Your Pet**;
15. **Treatment** for any **Injury** or **Illness** resulting from commercial-use activities related to racing, personal protection, law enforcement or guarding, unless specifically authorized by **Us** prior to the **Original Start Date** as shown on the **Declarations Page**;
16. Veterinary **Treatment** for **Dental Illness** as specified below:
 - a. If **Your Pet** has any signs or evidence of periodontal disease, periodontitis, gingivitis, resorptive lesion(s), or tartar prior to the **Original Start Date** or during any applicable **Waiting Periods**;
 - b. Toothbrushes, toothpastes, dental foods, chews, rinses or preventive dental care, including prophylaxis, at any time or for any reason;
 - c. Anesthetic or non-anesthetic deep cleaning at any time or for any reason; and
 - d. Removal of deciduous teeth;
17. Cosmetic, aesthetic, or elective **Surgery**, and any complications arising from such **Surgery**, including tail docking, ear cropping, de-clawing, or any other surgical procedure not related to **Injury** or **Illness**;
18. Natural supplements, vitamins, and all foods, whether prescribed or not;
19. **Treatments** for any **Illness** for which a vaccine is available for **Your Pet** to prevent such **Illness** and for which **Vaccination** is both recommended by **Your Veterinary Provider** and rejected by **You**;
20. Any administration fees charged by a **Veterinary Provider** or others, including chart set-up fee or for providing information which may be required by **Us**;
21. Professional fees and services performed by a **Veterinary Provider** for his/her own **Pet**;

22. Osteosarcoma or chondrosarcoma diagnosed or showing **Clinical Signs** within the Orthopedic **Waiting Period**;
23. Costs for any **Treatment** for:
 - a. Genetic/chromosome testing;
 - b. Procedures to determine the suitability or categorization of **Your Pet** for breeding or genealogical purposes, including Penn HIP and OFA evaluations;
 - c. Costs resulting from breeding, pregnancy, whelping or queening. Costs arising from any **Treatment** for reproduction purposes; or
 - d. Costs arising from cell-replacement therapies, except where deemed **Medically Necessary** by **Our Medical Director**;
24. Costs for any **Treatment** arising from:
 - a. Avian or swine flu or any mutant variation;
 - b. Intentional slaughter by, or under, the order of any government or public or local authority; or
 - c. Epidemics or pandemics as declared by the U.S. Department of Agriculture;
25. Costs for any **Treatment** for **Your Pet** that is less than sixteen (16) weeks old arising out of a parvovirus infection, unless **Your Pet** has received a **Vaccination** for parvovirus prior to reaching ten (10) weeks of age;
26. Costs for any **Treatment** arising from a nuclear reaction, radiation, radioactive contamination, or the discharge of a nuclear device, whether controlled or uncontrolled, accidentally or otherwise;
27. Costs for any **Treatment** arising from a chemical, biological, bio-chemical, or electromagnetic weapon, device, agent or material whether controlled or uncontrolled, accidentally or otherwise;
28. Costs for any **Treatment** arising from war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped, strikes, riots, or civil commotion;
29. Costs or fees for time and travel expenses to a **Veterinarian's** premises or hospital;
30. **Claims** for veterinary charges, fees, or other related expenses exceeding eligible benefits or because such expenses are in excess of the fees usually charged by the provider being used; and experimental **Treatments**, therapies and **Medications** including any **Treatment** for a cloned animal or utilizing a cloned animal;
31. Costs or fees for any loss if **You** have not complied with all conditions related to **Coverage** set forth in this **Policy**;
32. Costs or fees for bathing **Your Pet** unless a **Veterinarian** certifies that bathing was **Medically Necessary** and that only a **Veterinarian** or a member of veterinary staff should bathe **Your Pet**;
33. Costs or fees for any form of housing, including cages, either rented or purchased;
34. Costs or fees arising from any non-veterinary services, including but not limited to:
 - a. Federal, state or local taxes;
 - b. Waste disposal;
 - c. Government fees and surcharges;
 - d. Photocopying fees;
 - e. Bank fees and credit card charges;
 - f. Biohazardous waste fees;
 - g. OSHA fees; and

- h. Maintenance fees;
- 35. Costs or fees for:
 - a. Obedience or training classes, including puppy classes;
 - b. Training devices correctional devices, or preventive products; or
 - c. The **Treatment** of coprophagia or other eating disorders;
- 36. Costs or fees for grooming, dematting or grooming **Supplies**;
- 37. Costs or fees for **Treatment** for house calls, unless a **Veterinarian** certifies them essential in an emergency;
- 38. Extra costs of fees for treating **Your Pet** outside of usual **Surgery** hours, unless the treating **Veterinarian** certifies that an immediate life-saving consultation is needed; or
- 39. Costs or fees for **Treatments** or preventive **Treatments** for parasites or conditions related to external parasites. **Allowable Charges** may be eligible for **Coverage** if there is no preventive medication for the parasite.

LIMITS OF INSURANCE

Regardless of the number of **Claims** made or covered **Injuries** or **Illnesses** that occur during the term of insurance, **Our** total liability for each term of insurance for all covered benefits shall not exceed the amounts shown on the **Declarations Page(s)** under **Annual Maximum Benefit** or **Covered Incident Limit**.

GENERAL PROVISIONS

Paying Your Premiums: **Your Policy** does not become legally binding until **You** have paid **Your** premium. The premium is payable when **You** take out a new **Policy** and when **You** renew an existing **Policy**. **Your Policy** is an annual contract of insurance with the option to pay annually or monthly. **You** must pay **Your** premiums in full and on time, annually or monthly, to remain covered. Premiums may increase at renewal for benefit increases, age, veterinary cost inflation and other actuarial changes. Premiums may also change during the **Policy** term for changes in **Your** address, **Your Pet's** details, or other **Policy** parameters.

Reinstatement: If the **Policy** should lapse, **You** may write to **Us** within 30 days to request the reinstatement of the **Policy**. A fee may be required and any outstanding premium is due prior to reinstatement. No benefits are payable for services provided while the **Policy** was lapsed. In all other respects, **Your** rights and **Our** rights will remain the same as before the **Policy** lapsed, subject to any provisions noted on or attached to the reinstated **Policy**.

Renewal Notice: **We** will automatically renew this **Policy** at expiration, unless **You** are otherwise notified of cancellation or non-renewal. **We** may change the premium, **Policy** terms, benefit limits, conditions and/or other **Policy** parameters at renewal. **You** will be notified of all changes within the renewal notice.

Cancellation: **You** may cancel this **Policy** at any time by emailing or writing to **Us** and stating the future date that **You** wish the cancellation to be effective.

We may cancel this **Policy** at any time within the first sixty (60) days of the **Policy** term. To cancel this **Policy**, **We** will mail a notice of cancellation to the named insured shown on the **Declarations Page** at the last known address shown in **Our** records. If **We** cancel this **Policy** within the first sixty (60) days after the effective date, notice of cancellation will be mailed at least thirty-one (31) days, or as applicable by state law, before the effective date of the cancellation. After this **Policy**

has been in effect for more than sixty (60) days, notice of cancellation due to any reason, other than nonpayment of premium, will be mailed at least sixty (60) days, or as applicable by state law, before the effective date of cancellation.

If **We** cancel this **Policy** at any time due to nonpayment of premium, notice of cancellation will be mailed at least ten (10) days, or as applicable by state law, before the effective date of the cancellation.

After this **Policy** is in effect for more than sixty (60) days, or if this is a renewal or continuation **Policy**, **We** may only cancel for one or more of the following reasons:

- a. **You** fail to pay **Your** premium by the due date in accordance with the **Policy** terms;
- b. The **Policy** was obtained through intentional fraud, misrepresentation or concealment in **Your** application;
- c. **We** have agreed to issue a new **Policy** with the same or an affiliated company;
- d. The Department of Insurance of the state governing the **Policy** determines that a continuation of the **Policy** could place **Us** in violation of that state's insurance laws; or
- e. **You** fail to comply with the **Policy** terms and conditions in a manner that prejudices or negatively affects **Our** ability to properly assess or evaluate a **Claim** or other material rights **We** have under the **Policy**. With respect to cancellation, this **Policy** is neither severable nor divisible. If this **Policy** is canceled, **Coverage** will no longer be provided as of the effective date of the cancellation shown on the notice of cancellation.

Cancellation Refund: Upon cancellation, **You** may be entitled to a premium refund. If **You** provide **Us** written notice of cancellation within thirty-one (31) days of the **Original Start Date** and **You** have made no **Claim**, **We** will refund the premium **You** paid **Us**, and the **Policy** will be canceled.

If **You** have made a **Claim** within thirty-one (31) days of the effective date, the premiums paid for or allocable to the first month of **Coverage** become fully earned upon the submittal of the **Claim**, and **You** will only receive a refund for any premiums paid for terms beyond the first month. After the first thirty (30) days of the **Policy term**, **We** will compute any refund due on a daily pro-rata basis.

Non-renewal: If **We** decide not to renew or continue this **Policy**, **We** will mail notice of non-renewal to the named insured shown on the **Declarations Page** at the last known address appearing in **Our** records. Notice, including the reason for non-renewal, will be mailed at least sixty (60) days, or as applicable by state law, prior to the end of the **Policy** term.

Misrepresentation, Concealment or Fraud: This **Policy** is void in any case of fraud, intentional concealment, or misrepresentation of a material fact, by **You** or any other insured, at any time, concerning:

- a. This **Policy**;
- b. **Your Pet**;
- c. **Your** interest in **Your Pet**; or
- d. A **Claim** under this **Policy**.

Rights: In the event **We** reimburse a **Claim** contrary to the **Policy** terms and conditions, this payment will not constitute a waiver of **Our** rights to apply the terms and conditions retrospectively as they stand to any paid **Claims** or to any future **Claims** for that or any related condition. **We** reserve **Our** right to recover from **You** any **Claim** settlement paid in error.

Splitting of Charges: In the event an **Allowable Charge** is for both covered and non-covered conditions, the **Allowable Charge** may be split into a covered and a non-covered **Allowable Charge** to calculate **Your Claim** settlement.

Allowable Charges Disputes: If **Your Veterinary Provider** charges an amount for **Treatments** in excess of those typically charged in **Your** geographic area for identical **Treatments** or **Professional Services** or **Treatments** that are not **Medically Necessary**, **We** reserve the right to dispute the amount of the **Allowable Charges** to be reimbursed. Should **We** fail to resolve such disputes to **Your** satisfaction, such disputes shall be resolved by means of the procedures listed in **Claim Appeals and Complaints** of the **Policy**.

Changes to Coverage: Changes to **Coverage** and adding or removing benefit endorsements are only allowed at **Policy** renewal. In the event **You** choose to increase **Your Pet's Coverage** after the **Original Start Date**, the **Waiting Period** applies as of the date of the **Coverage** change and any **Pre-existing Conditions** will continue to apply. Any requested increases in **Coverage** for this **Policy** must be reviewed and approved by **Us**. Decreases in **Coverage** are not subject to a reset in **Waiting Periods** or a review of **Pre-existing Conditions**.

Premium Discounts: The Company may, from time to time at its option, offer Premium discounts to the Named Insured who meets certain underwriting criteria. These discounts may be altered, changed, modified, revised, discontinued, or terminated at any time by the Company at its discretion, upon thirty (30) days written notice to **You**.

Promotional Offers: Each Named Insured may receive a one-time per **Policy** term promotional offer, which includes, but is not limited to, gift cards, coupons, gift certificates and items of merchandise. The maximum value of any promotional item will not exceed the maximum dollar amount allowed in the state of residence.

Liberalization: If **We** adopt any revision that would broaden the **Coverage** under this **Policy** without additional premium prior to or during the **Policy** term, the broadened **Coverage** will immediately apply to this **Policy**.

Pet Residence Restriction: It is **Your** responsibility to notify **Us** of any change in address. A change in **Your** primary address may result in a change to **Coverage** availability and rates.

Other Insurance: **You** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this **Policy**. If **You** do, **We** will pay **Our** share of the **Allowable Charges**. **Our** share is the proportion that the applicable Limits of Insurance under this **Policy** bears to the Limits of Insurance of all insurance covering on the same basis. If there is other insurance covering the same **Allowable Charges**, other than that described above, **We** will pay only for the amount of **Allowable Charges** in excess of the amount due from that other insurance, whether **You** can collect on it or not. Nevertheless, **We** will not pay more than the applicable Limits of Insurance. It is **Your** responsibility to notify **Us** in the event that other insurance is in force. Failure to do so may be considered concealment and may render **Coverage** provided under this **Policy** null and void and all outstanding **Claims** shall be forfeited and not paid.

Dual Coverage With Us: **We** will not insure **Your Pet** under more than one **Pet** insurance **Policy** during any **Policy** term. If **We** find an insured has more than one such **Policy**, **Coverage** will be provided under the plan that has been in force for the longer period of time. **Transfer of Rights of Recovery Against Others to Us** if the insured has rights to recover all or part of any payment **We** have made under this **Policy**, those rights are transferred to **Us**. The insured must do nothing

after loss to impair them. At **Our** request, the insured will bring legal action or transfer those rights to **Us** and help **Us** enforce them.

Joint and Individual Interests: If there is more than one named insured on this **Policy**, any named insured may cancel or change this **Policy**. The action of one named insured shall be binding on all persons afforded **Coverage** under this **Policy**.

Transfer: This **Policy** may not be transferred to another person without **Our** written consent.

Period of Insurance and Territory: This **Policy** applies only to **Injuries** and/or **Illnesses** occurring during the **Policy** term shown on the **Declarations Page** and which occur anywhere in the world. **We** will adjust all **Claims** in U.S. dollars and invoices and medical records must be translated to English and currency converted to U.S. dollars as of the date of **Treatment**.

Electronic Delivery: By accepting the terms of this insurance as evidenced by the payment of premiums, **You** agree that this **Policy**, any endorsements and any notices may be delivered to **You** by electronic mail via the Internet. All **Policy** forms, any endorsements and any notices are available to **You**, at **Your** request, in paper form at no charge to **You**. A copy of **Your Policy** is available on **Our** administrator's website, electronic portal, or proprietary mobile application.

Conformity to State Statutes: When this **Policy's** provisions conflict with the statutes of the state in which this **Policy** is issued, the terms and conditions are amended to conform to such statutes.

Governing Law: This **Policy** is deemed negotiated and entered into in the state in which it was delivered, and any rights, remedies, or obligations provided for in this **Policy**, shall be construed and enforced in accordance with that state.

Policy Endorsements & Declarations Changes: **You** may request change to the terms of this **Policy**, other than changes to **Coverage** and endorsement limits, at any time prior to the expiration date of the **Policy**. If the change is approved a new **Policy** form will be issued. The new **Policy** will be subject to the **Waiting Period** and the determination of **Pre-existing Conditions**. This rule does not apply to a **Policy** change due to a change of address resulting in a rate change.

Installment Payment: If **You** elect to pay **Your** premium monthly, **We** will charge **You** the non-refundable Installment Fee listed on the **Declarations Page**. This fee is waived if **You** pay annually.

Assignment and Claims of Creditors: Benefits are not assignable except that **You** may direct **Us** to pay benefits to the **Veterinary Provider** on whose charges any **Claim** is based. Any such payment that **We** make will fully discharge **Us** to the extent of the payment.

Annual Meetings: The annual meeting is held at 12 o'clock, noon, on the third Saturday of February at the Home Office.

HOW TO FILE A CLAIM

Contact Information

Physicians Mutual Insurance Company
P.O. Box 2316
Omaha, NE 68172-4081

Claim Procedure

Any **Claim You** make will be assessed fairly, reasonably, and promptly against the information **You** provide and the terms of the **Policy**. All **Claims** must be submitted and received by **Us** within one hundred eighty (180) calendar days, or as soon as reasonably possible, of the **Treatment** date or date of the invoice that is closed or finalized, showing a zero balance, furnished to **You** in connection with such **Professional Services**. A loss is payable within thirty (30) days after **We** receive all necessary documentation. **Coverage** cannot be determined by phone or email communication without a prior complete **Claim** submission.

To submit a Claim:

- Log into PMIC My Account app from any device
 - Select **Claims**
 - Upload/attach a copy of **Your** invoice that is closed or finalized showing a zero balance and submit **Your Claim**
 - Have **Your Veterinarian** send **Us Your Pet's** medical records, or
- Fax **Claims** Submission
 - Fax a copy of **Your** invoice that is closed or finalized showing a zero balance and send it to 1-402-633-1207.
- Call Policyowner Services at 1-800-228-9100 for assistance with **Your Claim Submission**, if needed.

Medical Records: In order to process **Your Claim**, **Your Veterinarian** needs to send **Us** the last two (2) years of medical records including notes. **Your Veterinarian** can upload the records at <https://provider.physiciansmutual.com/provider-portal/forms/pet/upload>.

- **Your Veterinarian** can also fax the records to 1-402-633-1207.
- Paid Invoice: A paid invoice showing a zero balance is also required to process a **Claim** unless there is an assignment of benefits on file.
- **You** must provide all itemized invoices from **Your Veterinary Provider** before **We** will reimburse **You**. Save the originals should **We** require them from **You**.
- By submitting a **Claim** for consideration, **You** agree to obtain or allow the release of all Veterinary records needed to support the **Claim**.
- **You** must cooperate with **Us** in the investigation or settlement of the **Claim**.
- Upon completion of the **Claim** review, **You** will receive an Explanation of Benefits providing details regarding the determination of the outcome of **Your Claim**. If **You** disagree with the outcome of **Your Claim**, **You** may appeal the decision as described in the following section, '**Claim Appeals and Complaints**'.

CLAIM APPEALS AND COMPLAINTS

Contact Information

Physicians Mutual Insurance Company
P.O. Box 2316
Omaha, NE 68172-4081

Appeal Procedure

The following describes the process for filing an appeal in the event **You** are not satisfied with the outcome of **Your Claim**. All requests for an appeal must be submitted to **Us** within ninety (90)

days, or as soon as reasonably possible, of the date on **Your** Explanation of Benefits, or as soon as reasonably possible, on other actions giving rise to **Your** complaint. **You** may contact **Us** using the information above.

1. First Appeal: Upon receipt of **Your** formal appeal or complaint, **We** will contact **You** within five (5) business days to acknowledge receipt of **Your** appeal. **You** will receive a response to **Your** appeal or an appeal status communication within thirty (30) business days. **We** will communicate the status of **Your** appeal in thirty (30) day increments until the appeal review has been completed and a determination has been sent to **You**.

2. Second Appeal: If **You** disagree with **Our** decision in the first appeal, **You** may request a second review. This request must be made within thirty (30) days of the date of the First Appeal decision communication. An impartial **Medical Director** selected by the Company, or its authorized administrator, who has not been a part of **Your Pet's** veterinary team previously, who has not been part of the First Appeal; and who has not been involved in the **Claim** process, will conduct the second review. The Company, or its authorized administrator, will provide the decision to the named insured within five (5) business days of receiving the second review report.

3. Complaints: If **You** disagree with the decision made at any time during the appeal process, **You** have the right to file a complaint with **Your** State Department of Insurance. Please refer to **Your** Individual State Department of Insurance for details and applicable rules and laws.

Signed, for Physicians Mutual Insurance Company,

Robert A. Reed, Jr.

President and CEO