



United Pet Insurance Policy (the “Policy”)

THE PROGRAM

Extra Protection for Expensive Veterinary Bills: United Pet Insurance is a membership program designed to reduce insurance premium for pet health insurance by paying for major pet expenses, such as surgery, hospitalization, medications, vaccinations, recurring illnesses, dental care, alternative treatments, and routine health care that exceeds a minimum amount each year. The plan has an annual retention amount for most pets of \$2,500 to cover ordinary expenses including veterinarian professional and prescribed services. After this amount is paid, excess insurance up to \$10,000 annually is available for any additional, excess, or extra costs. Go to www.faqpetinsurance.site.

Comprehensive Coverage: United Pet Insurance is comprehensive insurance and personal cost protection. There are no per incident limits. Coverage includes pet wellness, accidents, pregnancy, and illnesses. Unlike most pet insurance policies there are no exclusions for continuing pre-existing conditions (pre-existing conditions that do not recur after six (6) months are covered) and pet mistreatment.

Reduced Premium: The purpose of United Pet Insurance is to reduce premiums, simplify coverage, offer comprehensive health care protection, lower administrative costs, and provide pet insurance only for major expenses a pet owner might face. Read the policy carefully to determine if United Pet Insurance is right for you and your pet. For budgeting pet expenses, a United Pet Insurance Savings Card Program is made available for submitting claims with optional financing of the retention amount. In addition, cash back rewards for regular purchases can be used to reduce the monthly insurance premium.

No Exclusions: Based on a pre-enrollment examination by a veterinarian and policy application approval there are no policy exclusions after the waiting period. For example, one popular pet insurance policy had 22 exclusions.

No Cancellation: The United Pet Insurance policy cannot be cancelled except for non-payment of premium. And the annual premium does not increase because of claims. We welcome new pet owners and pet owners who want to switch from existing pet insurance policies.

Financial Strength: United Pet Insurance is underwritten by a A.M. Best “A” rated insurance company.

Join: Join The Pet Owners Club (www.thepetownersclub.com) for more information, quotation and application. The Pet Owners Club also offers pet health and nutrition advice, discounts on pet products/services, pet food and pet health insurance.

Insurance Policy: The policy has been written in readable language to help you understand the terms of coverage. Be sure to read and review policy carefully!



UNITED PET INSURANCE POLICY - FORM A

INSURING AGREEMENT

We will provide the insurance described in this **Policy** based on payment of the **Premium** and compliance with all applicable provisions and declarations of this policy. An **Eligible Claim Payment** is made in excess of the **Retention** up to the **Annual Limit** for **Pet Treatment(s)** for covered **Accidents and Illnesses** on an annual twelve (12) month basis from the **Policy Start Date**.

The **Declarations** are part of the **Policy** and indicate the **Policy Period**, **Retention**, **Annual Limit**, **Premium** and **Pet**.

PART I – DEFINITIONS

In this policy, "you" and "your" refer to the **Named Insured** shown in the **Declarations** and the spouse, if a resident of the resident premises. "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 actual costs of **Treatment(s)** provided or recommended by your **Veterinarian** during the **Policy Period** indicated in the **Declarations**.
3. **Alternative Treatment** includes **Veterinarian** recommended and prescribed services for acupuncture, chiropractic, and holistic services.
4. **Annual Limit** is the maximum annual amount we pay under the terms of this **Policy** for **Eligible Claim Paymentss** that exceeds the annual **Retention**.
5. **Chronic Condition** is a detectable condition that, once developed, is deemed incurable or likely to continue for the remainder of a **Pet's** life. **Chronic Conditions** or other **Pet** health conditions discovered during the **Initial Examination** or **Waiting Period** are not covered by this **Policy**.
6. **Claim** means your request for reimbursement of an amount under the terms of your policy for **Treatment** by a **Veterinarian** of your **Pet**.
7. **Clinical Signs** means changes in a **Pet's** normal healthy state, bodily function or behavior observed by you, a **Veterinarian**, or other persons.
8. **Coverage** means insurance protection under this **Policy**.
9. **Dental Illness** is an **Illness** affecting the teeth and/or gums including but not limited to gingivitis, stomatitis, epulis, attrition, and gingival hyperplasia. This does not include FORLs or **Illnesses** manifesting as oral diseases such as FELV gingivitis, feline bartonella infection, or auto-immune (eosinophilic) stomatitis.
10. **Eligible Claim Payment** means reimbursement of an amount under the terms of this policy for **Treatment** and **Professional Services** of your **Pet** by a **Veterinarian** after the **Retention**.
11. **Enrollment** means after a required **Initial Examination** and underwriting approval by the Company a **Pet** is insured under this **Policy**.

12. **Initial Examination** is the examination of the **Pet** by a **Veterinarian** prior to enrollment.
13. **Illness** means sickness, disease, or any change in a **Pet's** normal healthy state, which is not caused by injury to the **Pet**.
14. **Injury** means physical harm or damage to your **Pet**.
15. **Medically Necessary** means directly and materially related to a covered **Illness** or **Injury**.
16. **Medication** means any **Veterinarian** recommended items prescribed by your **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 for veterinary use. FDA-approved or Homeopathic Pharmacopoeia-included drugs available over the counter must be dispensed directly by your **Veterinarian** or compounded by a pharmacist under the guidance of your **Veterinarian**. **Medication** includes medical supplies required to administer those **Medications**.
17. **Orthopedic Illness** means an **Illness** 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 and osteosarcoma.
18. **Pet** is a cat or dog named and described in the **Declarations** and both owned by you and residing with you.
19. **Policy Start Date** means the effective date when the **Pet** was first covered by this policy.
20. **Professional Services** are diagnosing, treating, operating, or prescribing for any **Pet Accident** or **Illness** by a **Veterinarian**.
21. **Pre-existing Condition(s)** means: a) A **Chronic Condition** observed by you or your **Veterinarian** prior to the end of the **Waiting Period** for your **Pet**) and any related conditions; or b) An **Illness** or Injury that first occurred or showed **Clinical Signs** prior to the end of the **Waiting Period** for your **Pet** and any related conditions or undiagnosed conditions with the same **Clinical Signs** as those in a. or b. above are also considered pre-existing.
22. **Reimbursement** is the amount of the covered **Allowable Charge** and **Eligible Claim Payment** for which you may be reimbursed after the **Retention**.
23. **Retention** is the annual amount you pay for your **Pet** for **Treatments** covered by this policy before we begin to reimburse you.
24. **Savings Card** refers to the United Pet Insurance Savings Card, which must be used to pay for your **Pet's Treatments**. The **Savings Card** is used to monitor and record **Treatments** of your **Pet** to determine **Eligible Claim Payments** under the **Policy**.
25. **Treatment** means any examination, consultation, hospitalization, anesthesia, surgery, X-rays, MRI or CT scans, laboratory tests, nursing or other care provided, administered or recommended by a **Veterinarian** for any covered **Accident** or **Illness**.
26. **Veterinarian** means a currently licensed Doctor of Veterinary Medicine.

27. **Waiting Period** means the time period where the policy's **Coverage** is restricted. For this policy, the time period is two (2) days for **Injuries** and fourteen (14) days for **Illnesses**, except for **Orthopedic Illnesses** for **Pets** where the **Waiting Period** is six (6) months.

The **Waiting Period** starts from the **Policy Start Date**. Conditions that occur during the **Waiting Period** will not be covered in your policy's **Coverage** as **Pre-existing Conditions**. The **Waiting Period** also applies again when there are **Coverage** increases but is waived for **Policy** renewals.

PART II - CONDITIONS PRECEDENT

1. Your **Pet** must have been examined by a **Veterinarian** for an **Initial Examination** in the three (3) months prior to the **Policy Start Date**. No **Coverage** is available until a qualifying **Veterinarian** has examined your **Pet** and we have approved the Enrollment of your **Pet**.

Pre-existing Conditions, if any, may be determined upon the date of the qualifying **Veterinarian's Initial Examination**.

2. The examining **Veterinarian** for the purposes of medical information or for an **Orthopedic** examination cannot be you or be related to you.
3. You must arrange for a **Veterinarian** to examine and treat your **Pet** as soon as possible if it shows any **Clinical Signs** of **Injury** or **Illness**. You are financially responsible to your **Veterinarian** for payment of all such treatment under the **Retention**. **Eligible Claim Payments** will be made when the payments exceed the **Retention**.
4. Your insured **Pet** must reside with you and be under your regular care and supervision at the physical address zip code listed on the **Declarations**.
5. You are also obligated not to mistreat your **Pet** and to maintain his/her well-being regarding nutrition, exercise, and other matters.
6. By purchasing a **Policy**, you give us permission to gather all medical history for your **Pet** from your **Veterinarian** as we deem necessary. The medical information must contain detailed **Veterinarian** examination findings and must be made available to us for review to satisfy our requirements.
7. The standard **Orthopedic Illness** condition **Waiting Period** for dogs is six (6) months from the **Policy Start Date**.

PART III – COVERAGE AND ELIGIBLE CLAIM PAYMENT PROVISIONS

1. Coverage

We will reimburse you **Eligible Claims Payments** for **Allowable Charges** in excess of the **Retention** amount, for **Treatment(s)** performed for conditions that started after the **Waiting Period** and during the **Policy Period**, 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 Schedule Page(s)). **Orthopedic Illnesses** **Accidents** are subject to the **Orthopedic Illness Waiting Period**;

- b. **Illnesses**, including but not limited to **Genetic Conditions**, cancer, and **Chronic Conditions** (if shown as applicable on the Schedule Page(s)); or
- c. Accidental **Orthopedic Illnesses** or dental fractures that occur or first show signs after the end of the **Accident Waiting Period**.
- d. We will reimburse you for the costs of **Medications** your **Veterinarian** prescribes as part of your **Pet's Accident or Illness Treatment** that started after the **Waiting Period** and during the policy period.
- e. We will reimburse you for eligible Veterinary **Treatment** expenses caused by **Dental Illness** for all **Treatment(s)** except dental prophylaxis, for conditions that started after the **Waiting Period** and during the policy period.
- f. We will reimburse you for the cost of **Treatment** your **Pet** receives in the current period of insurance for an **Illness** or **Injury** that first showed **Clinical Signs** after the end of the **Waiting Period**.

Coverage is up to the **Annual Maximum** as shown on the Schedule Page(s), subject to the **Deductible** and **Reimbursement Percentage** requirements.

2. Eligible Claim Payment

The **Retention** is an annual amount. On an annual or twelve (12) month basis from the **Policy Start Date** We apply the **Retention** to the **Allowable Charges** and then calculate reimbursement to determine the **Eligible Claim payment**.

PART IV – EXCLUSIONS

No company mandated **Policy** exclusions after **Initial Examination** and **Waiting Period**..

PART V – POLICY LIMITS AND RETENTION

Regardless of the number of **Claims** made or covered **Accidents** or **Illnesses** that occur during the period of insurance, our total liability for each period of insurance for all covered benefits shall not exceed the amounts shown on the **Declarations** under **Annual Limit**.

Retention is the annual amount you must pay before **Annual Limits** are payable.

PART VI – OTHER TERMS AND CONDITIONS

1. Premium Payment

Your **Policy** does not become legally binding until you have paid your **Premium**. The **Premium** is payable with a new **Policy** and upon renewal of an existing **Policy**. Your **Policy** is an annual contract of insurance with the option to pay annually or monthly.

Premiums may increase at renewal may increase for age, veterinary cost inflation, but not for any claims you may submit.

You must pay your **Premiums** in full based on scheduled amount and on time to remain covered. If **Premium** is not paid the **Policy** will be void and insurance coverage will cease.

Your **Policy** will automatically renew at the end of your **Policy** term unless you tell us otherwise or we non-renew under rare circumstances.

2. Your Cancellation of Policy

You may cancel this **Policy** at any time by calling, emailing or writing to us and stating the future date that you wish the cancellation to be effective.

Unless mandating cancellation by action by the Department of Insurance of the state governing the policy the policy cannot be unilaterally cancelled by us. Notice of cancellation will be mailed at least thirty (30) days before the effective date of the cancellation.

3. Cancellation Refund

Upon cancellation, you may be entitled to a **Premium** refund. If you provide us notice of cancellation within thirty (30) days of the **Policy Start Date** and you have made no

4. 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**, or c) a claim under this **Policy**.

5. Rights

In the event we reimburse an Eligible Claim Payment 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 **Eligible Claim Payment Reimbursement** paid in error.

6. 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 **Eligible Claim Reimbursement**.

7. Allowable Charges Disputes

In the event that your **Veterinarian** 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 Part VIII: Appeals and Complaints of the **Policy**.

8. Promotional Offers

Each named insured may occasionally receive promotional offers, which include but are not limited to gift cards, coupons, gift certificates, and items of merchandise. The maximum value of any promotional item will not exceed \$25.00.

9. Other Insurance

- a. If your **Pet** is covered by more than one **Policy** issued by us, we will not pay more than the highest amount payable under any one **Policy**.
- b. This insurance is excess over any other insurance covering your **Pet** that is provided by a policy issued by any other insurance company, whether collectable or not.

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.

10. 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 "suit" or transfer those rights to us and help us enforce them.

11. 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**.

12. Transfer

This **Policy** may not be transferred to another person without our written consent. This coverage is not transferable to other **Pets**.

13. Period of Insurance and Territory

This **Policy** applies only to **Injuries** and/or **Illnesses** occurring during the policy period shown on the **Declarations** and which occur anywhere in the world.

14. Electronic Delivery

By accepting the terms of this insurance as evidenced by the payment of **Premiums**, it is agreed that, unless otherwise notified by you, all documents, notices and communications regarding this policy, other than document required to be delivered by another method, may be delivered to you by electronic mail using the email associated with your account. It is your responsibility to keep your contact details, including email current and correct.

15. 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.

16. United Pet Insurance Savings Card

To record **Veterinarian Treatments** and charges and determine **Eligible Claim Payment** a policy holder must use the United Pet Insurance **Savings Card** that is issued upon **Enrollment**.

PART VII - HOW TO FILE A CLAIM

Contact Information

United Pet Insurance
Claim Department
PO Box 1453
Cobleskill, NY 12043

Phone: (518) -234-9599

Fax: 800-238-1042

Email: claims@kypetinsurance.com

1. Claim Procedure

Any **Claim** you make will be assessed fairly, reasonably, and promptly against the information you provide and the terms of the policy.

- a. To determine **Eligible Claims** all **Claims** must be submitted and received by us within sixty (60) calendar days after the next policy renewal date after the date of the **Claim's** veterinary **Allowable Charges**. You must send us a **Claim** form that has been properly completed. We will then write to you with our decision.
- b. We will not guarantee on the phone if we cover a **Claim**.
- c. All **Claims** must be submitted on the **Claims** form that we email you with your policy documents.
- d. You may also download the **Claims** form from our web site or print it at your **Veterinarian's** office. You may also ask us to mail you a **Claims** form.
- a. You must provide all itemized invoices from your **Veterinarian** along with your completed **Claim** form before we will reimburse you. Save the originals in case we require them from you.
- b. You must cooperate with us in the investigation or settlement of the **Claim**.

We will send you an Explanation of Benefits form that shows how we determined the amount to reimburse you for your **Claim**. If you disagree with the outcome of your **Claim**, you may dispute it as described in the following pages.

PART VIII - APPEALS AND COMPLAINTS

Contact Information

United Pet Insurance
Customer Relationship Manager
PO Box 3432
Cobleskill NY 12043

Phone: (518) 234-9599

The following describes the appeal process in the event you are not satisfied with the way we have handled your **Claim** or you are not happy with your policy. All requests for an appeal must be submitted to us within ninety (90) days you were notified your **Claim** was not covered or as soon as reasonably practicable on other actions giving rise to your complaint. You may contact us using the information above.

Procedure

1. First Appeal

Once we receive your formal appeal or complaint, we will contact you within five (5) working days to tell you what we are doing about it. We will answer you within two (2) weeks. If it takes us longer than two (2) weeks to complete our review, we will tell you when you can expect an answer.

2. Second Appeal

If you disagree with our decision in the first appeal, you may request further appeal via an external review. A request for a Second Appeal must be made within thirty (30) days of the date of issuance of our First Appeal decision to you. An impartial **Veterinarian** selected by Embrace, who is independent of Embrace and the Insured, who is not controlled by us, and who has not been a part of your **Pet's** veterinary team previously, will conduct an external review. We will provide the decision to the Insured within three (3) working days of receiving the independent **Veterinarian's** 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's department for details and applicable rules and laws.