BOOST PET INSURANCE POLICY Accident Only

Throughout this Policy, the words "You" and "Your" refer to the Named Insured(s) shown on the Declarations or by endorsement. The words "We," "Us," and "Our" refer to the company providing this insurance (the "Company") or the Company's designated representative.

Insuring Agreements

Based on the statements You made in Your application, We will provide the insurance described in this Policy in exchange for Your payment of premium and Your compliance with all terms and conditions outlined in this Policy. The entire Policy includes the Declarations Page and any Scheduled Pages and endorsements.

 We will reimburse You or the treating Veterinarian, as designated by You, for Actual Costs incurred by You for the Treatment of Your Pet during the Policy Period, for a covered Injury.

Coverages and Benefits

Coverage

Veterinary Fees

We will pay up to the **Annual Benefit** as shown on the Declarations Page, for the **Actual Costs** of any **Medically Necessary Treatment** Your **Pet** receives during the **Policy Period** for a covered **Injury**. The reimbursement is subject to **Waiting Periods**, **Deductibles** and **Copayment** as shown on the Declarations Page.

Benefits

We will reimburse You for **Medically Necessary Treatment**, including tax, for:

- 1. All examinations performed by a **Vet** in the course of diagnosing, treating or operating on Your **Pet** for the covered **Injury**. Examinations include but are not limited to consultation, physical exams, health inspection, office visit or referral fees.
- 2. Surgery and procedures conducted as **Treatment** of **Injuries** by operative, manual, and instrumental methods.
- 3. X-rays, ultrasounds, CT scans and other diagnostic tests; laboratory tests.
- 4. Medical supplies required to perform procedures by the **Vet** and other medical supplies which are deemed **Medically Necessary**, by the **Vet**, such as Elizabethan collar.
- 5. Hospitalization of Your **Pet** required by the **Vet**.
- 6. Orthodontic **Treatment** due to a covered **Injury**.
- 7. Emergency ground pet ambulance transportation up to a maximum benefit of \$100 for this coverage.

Deductibles and Copayments

For **Treatment** during the **Policy Period**, You will pay the **Copayment** and **Deductible** as shown on the Declarations Page.

The **Deductible** will first be applied to a covered **Claim** amount. Once the **Deductible** has been exhausted, the **Copayment** will be applied and any remaining covered **Claim** amount will be reimbursed by Us.

When the **Treatment** dates of an **Injury** or **Illness** extend into two or more **Policy Periods**, You will be required to pay a separate **Deductible** for each **Policy Period**.

Exclusions

The Policy does not cover the following:

- 1. Costs or fees for any **Loss** if You have not complied with all conditions related to coverage as set forth in this Policy.
- 2. Costs or fees for any **Loss** if Your **Pet** is less than eight (8) weeks old.
- 3. Costs or fees for vitamins, natural supplements and all food, including food prescribed by Your **Vet.**
- Costs or fees for bathing Your Pet unless a Vet certifies that bathing was Medically Necessary.
- 5. Costs or fees for any form of housing, including but not limited to cages, whether rented or bought by You.
- 6. Costs or fees for the rental of a pool or hydrotherapy equipment of any type.
- 7. Costs or fees arising from any non-veterinary services including but not limited to:
 - a. bank fees and credit card surcharges;
 - b. biohazardous waste fees:
 - c. government fees and surcharges;
 - d. maintenance fees;
 - e. waste disposal;
- 8. Costs or fees for obedience or training classes.
- 9. Costs or fees for **Preventive Care** products.
- 10. Costs or fees for **Preventive Care** including, but not limited to wellness exams or tests, treatment for **Preventive Care**, test or diagnostic procedures, vaccinations, flea and other parasite prevention, spaying or neutering.

- 11. Costs or fees for grooming, grooming supplies or de-matting unless it is deemed **Medically Necessary** by Your **Vet**.
- 12. Costs or fees for time and travel expenses to a Vet's premises or hospital.
- 13. Extra costs or fees for **Treatment** for house calls, unless a **Vet** certifies that a house call is **Medically Necessary** and is in connection with an emergency.
- 14. Extra costs or fees for **Treatment** for Your **Pet** outside of standard veterinary hours, unless the treating **Vet** certifies that an immediate life-saving consultation is needed.
- 15. Cost or fees for cosmetic, aesthetic, or elective surgery including, but not limited to, tail docking, ear cropping, de-clawing, or other surgical procedure unless such surgery is **Medically Necessary** for a **Treatment.**
- 16. More than two (2) anesthetic removal of an ingested foreign body in one **Policy Period**.
- 17. Costs or fees for any **Injury** that occurred prior to the effective date of this Policy, as shown on the Declarations Page, or prior to the expiration of the **Waiting Period**.
- 18. Costs or fees for any **Injury** that is the same as or has the same diagnosis or **Clinical Sign** as any **Injury** that suffered by Your **Pet** prior to the effective date of this Policy, as shown on the Declarations Page, or prior to the expiration of the **Waiting Period**.
- 19. Costs or fees arising out of or related to genetic testing, breeding, pregnancy, whelping or nursing.
- 20. Costs or fees for any of the following alternative and complementary therapies:
 - a. holistic;
 - b. homeopathic;
 - c. acupuncture;
 - d. chiropractic;
 - e. physical therapy; and/or
 - f. hydrotherapy;
- 21. Costs or fees for procedures and **Treatments** performed as part of clinical trial.
- 22. Costs or fees for cloned **Pets** or cloning procedures whether deemed experimental or for research.
- 23. Costs or fees for organ transplants not deemed **Medically Necessary** or not first approved by Us.
- 24. Costs or fees for **Treatment** of **Injury** arising out of racing, coursing, commercial guarding, organized fighting or any other occupation, professional or business uses of Your **Pet**.
- 25. Costs or fees for **Treatment** of an intentional **Injury** or conditions as a result of abuse (including persistent neglect) of Your **Pet** by You, a member of Your household or any other persons who have care, custody or control of Your **Pet**.
- 26. Costs or fees for **Treatment** for which You were advised by a **Vet** to take **Preventive Care** measures and did not do so.
- 27. Costs of fees for **Treatment** arising from Your decision to pursue **Treatment** other than that recommended by Your **Vet**.

- 28. Cost or fees for **Treatment** arising from swine flu or any epidemics or pandemics as declared by the U.S. Department of Agriculture.
- 29. Costs or fees for **Treatment**, death or humane destruction of Your **Pet** directly or indirectly caused by, happening through, arising or resulting from, or contributed to or by invasion, war, revolt, rebellion, revolution, military or usurped power, governmental seizure, quarantine or other action related to public safety or health, chemical weapon/device/agent/material, biological weapon/device/agent/material, biochemical or electromagnetic weapon/device/agent/material, nuclear reaction, radiation, radioactive contamination or the discharge of nuclear device (whether controlled, uncontrolled, accidental or otherwise).
- 30. Costs or fees for decontamination (i.e. the induction of vomiting, stomach pumping, or **Treatment** with charcoal, medical or surgical **Treatment**) of Your **Pet** arising from a repetitive and specific activity if the same or similar activity has occurred two (2) times within the eighteen (18) month period prior to the initial coverage effective date.

Definitions

Some words or phrases in this Policy have been defined below. Defined words or phrases are printed in bold type and have following meanings, unless a different meaning is described in a coverage or endorsement.

Accident	A sudden or unexpected event that causes Injury to Your Pet.
Actual Costs	The standard fees/costs a Vet would charge, regardless of whether that customer has insurance or not.
Annual Benefit	The most We pay during a Policy Period as shown on the Declarations Page.
Claim	Your request for payment of an amount under the terms of Your Policy for Treatment by a Vet of Your Pet .
Clinical Signs	Changes in Your Pet's normal healthy state, its bodily functions or behavior as observed by any individual or recorded in Your Pet's medical records.
Copayment	The percentage of Your Claim for which You are liable for after any applicable Deductible is applied.
Deductible	The amount, whether annual or per incident, You are required to pay, per Pet, for Treatments covered by this Policy before We begin to reimburse You.
Illness	Any change to the normal healthy state of Your Pet , a sickness, disease or Medical Condition that is not caused by an Accident .
Injury	Physical harm or damage to Your Pet arising from an Accident.

Loss An eligible coverage or benefit occurring during the **Policy Period**, subject

to all the terms, conditions, exclusions and limitations as stated herein and

as shown on the Declarations Page.

Medical Condition All **Clinical Signs** and symptoms resulting from the same diagnostic classification or disease process, regardless of the number of incidents or

areas of the body affected.

Medically Necessary Any **Treatment** which is directly and materially related to a covered **Injury**,

as certified by the treating Vet.

Pet Any cat or dog named and described on the Declarations Page which is both

owned by You and resides with You for companionship or as a service dog.

Policy Period The period from the effective date shown in the Declarations to the earlier of

the expiration date shown in the Declarations or the effective date of

cancellation of this Policy.

Preventive Care

Any **Treatment**, service or procedure, including but not limited to, physical examinations, medications, surgeries, inoculations or laboratory procedures, for the purpose of prevention of **Injury** or for the promotion of general health,

where there has been no Injury.

Treatment Any Veterinary care administered by a Vet in Treating Your Pet's Injury.

Vet, Veterinarian Any currently licensed Doctor of **Veterinary** Medicine, **Veterinary** technician or **Veterinary** nurse in the state in which **Treatment** is performed. A **Vet**

cannot be You or a member of Your immediate family.

Waiting Period A period at the beginning of the initial Policy Period during which We will

not cover any **Injury** of Your **Pet**. The **Waiting Period** will not apply at renewals if continuous coverage is maintained. Additional **Waiting Periods** for endorsements may apply. Refer to the Declarations Page for the

applicable Waiting Periods.

General Conditions

Age of Your Pet

If You do not know the exact date of birth of Your **Pet**, We will use the average of any estimates of Your **Pet's** age as referenced in Your **Pet's** medical records from veterinary clinics and shelters. If You are renewing a Policy, for a dog aged eight (8) or older or a cat aged ten (10) or older, You must follow Your **Vet's** advice regarding senior wellness testing.

Cancellation and Nonrenewal

You may cancel this Policy at any time by notifying Us in writing of Your intent to cancel or nonrenew and the effective date of cancellation. If You cancel, You may be entitled to a premium refund which is less than pro-rated.

If this Policy has been in effect for less than sixty (60) days and the Policy is not a renewal, We may cancel this Policy for any reason. Notice of cancellation will be delivered to You at least fifteen (15) days, or as applicable by state law, prior to the effective date of the cancellation.

If this Policy has been in effect for sixty (60) days or more, or is a renewal, We may cancel or nonrenew the Policy only for the following reasons:

- 1. Nonpayment of premium:
- 2. A **Loss** of or substantial decrease in reinsurance:
- 3. Violation of any Policy terms and conditions;
- A substantial change in the condition, factor or Loss experience material to insurability;
 or
- 5. You materially misrepresent or exaggerate relevant information pertaining to this Policy or a **Claim**.

If We cancel or nonrenew this Policy for nonpayment of premium, We will send written notice to You at least fifteen (15) days prior to the effective date of cancellation. If We cancel this Policy for any other reason, We will send written notice to You at least thirty (30) days prior to the effective date of cancellation. If We nonrenew this Policy for any other reason, We will send written notice to You at least sixty (60) days prior to the effective date of nonrenewal.

Care for Your Pet

We promote responsible **Pet** ownership and require You to do and pay for the care of Your **Pet**. You must ensure that Your **Pet** receives:

- 1. an annual health check:
- 2. an annual dental exam; or
- 3. **Treatment** that is normally suggested by a **Vet** to prevent **Injury**.

You must take proper care of Your **Pet** and take any **Preventive Care** measures to avoid **Injury** to Your **Pet**.

Claims Procedures

If Your **Pet** suffers an **Injury** that may be covered by this Policy, You must:

1. Visit a **Vet** within forty-eight (48) hours after first observing **Clinical Signs** relating to a potential **Injury**.

- 2. Complete and send to Us a **Claims** submission describing the **Injury**, itemized invoices from Your **Vet**, and full medical records of Your **Pet**.
- 3. Submit a **Claim** to Us for the **Injury** as soon as practicable but no later than ninety (90) days after the expiration of the **Policy Period**.
- 4. Cooperate with Us in the investigation of any **Claim** which may include providing a complete medical history for Your **Pet**. Failure to comply with these conditions may result in a **Claim** not being afforded coverage.

Once We receive completed **Claims** submission and supporting itemized invoices, We will determine whether the **Injury** is covered by this Policy. We will notify You in writing whether the **Claim** is accepted or rejected within fifteen (15) business days following receipt of **Claims** submission and itemized invoices, or within a time period otherwise mandated by state law. A statement showing the basis for Our decision will be available through Your online account or upon request.

Condition of Your Pet

In the original application for this insurance, You represented that Your **Pet** was in good health and free of **Illness** or **Injury** as of the effective date of this Policy, as shown on the Declarations Page. In order to assess a **Claim**, We may require full medical records from any **Vet** who has **Treated** Your **Pet** in the past.

Conformity to State Statutes

If any provisions of this Policy conflict with the statutes of the state in which this Policy is issued, the provisions are amended to conform to such statutes.

Disputes

You agree that any **Vet** who has **Treated** Your **Pet** has Your permission to release any information We may ask for about Your **Pet**. If Your **Vet** charges an amount for **Treatment** that is in excess of those typically and reasonably charged in Your geographic area for identical **Treatment**, or that are not **Medically Necessary**, We reserve the right to dispute that amount. You further agree that in case of a dispute We have the right to have Your **Pet** examined by a mutually agreeable independent **Vet**, whose medical decision will prevail. The cost of this independent **Vet** will be equally allocated between You and Us.

Dual Coverage with Us

We will not insure Your **Pet** under more than one **Pet** insurance Policy issued by Us during any **Policy Period**. If We discover that You have more than one such Policy, coverage will be provided under the Policy that has been in force for longer period.

Electronic Delivery

It is agreed that, unless otherwise notified by You, all documents and communications regarding this Policy, its endorsements, and any notices in connection therewith may be delivered to You by electronic mail using the email address associated with Your policyholder account. It is Your responsibility to ensure that the email address associated with Your policyholder account is up to date.

Governing Law

This Policy is deemed negotiated and entered into in the state of issuance, and any rights, remedies, or obligations provided for in this Policy, shall be construed and enforced in accordance with of the state of issuance.

Legal Action Against Us

No one may bring legal action against Us until there has been full compliance with all the terms and conditions of this Policy. You will have one (1) year from the date of any **Claims** submission to take legal action against Us with respect to recovery of a **Claim** under this Policy.

Liberalization

If We adopt any revision which would broaden the coverage under this Policy within sixty (60) days prior to or during the **Policy Period**, with no adjustment of premium, the broadened coverage will immediately apply to this Policy.

Misrepresentation or Fraud

No coverage is afforded under Your Policy in the case of fraud or attempted fraud by You or if You have concealed or misrepresented any material fact or circumstance concerning Your **Pet**, this Policy, or any **Claim** submitted under this Policy.

Other Insurance

You agree to notify Us of other valid insurance coverage in case of a **Claim**. If You have other valid insurance coverage providing benefits for the same **Loss**, We will only pay Our share of the **Loss**. You agree to assist Us in any necessary subrogation efforts in this regard.

Paying Your Premiums

Your Policy does not become legally binding until You have paid Your premium. You must pay to Us all premium due on time for coverage to remain in effect. Failure to do so may result in cancellation of Your Policy.

Period of Insurance and Territory

This Policy applies only to **Injuries** and **Illness** occurring during the **Policy Period** shown on the declarations page and which occur anywhere in the United States of America.

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.

Policy Endorsements and Changing Your Coverage

You may increase Your **Pet's** coverage once per **Policy Period**.

This request must be in writing, which may be submitted electronically. Upgrades are subject to re-underwriting. Certain exclusions may apply.

If You choose to increase Your coverage, then any **Illness** or **Injury** Your **Pet** had, or any **Illness** or **Injury** that first showed **Clinical Signs** before the change was made will be subject to the **Annual Benefit** in place at the time the condition was first diagnosed or showed **Clinical Signs**. A new Declarations Page or endorsement indicating Your **Pet's** new coverage will be issued on approval. Exclusions already on the Policy may carry over. New **Deductible** and **Copayment** amounts may apply when coverage is changed. This rule does not apply to a policy change made due to the death of Your **Pet** or change of address resulting in a rate change. The request will become effective after the **Waiting Period**, as shown on the Declarations Page, following approval.

Rights

If We reimburse a **Claim** that is or may be perceived as contrary to the Conditions of this Policy, that payment shall not constitute a waiver of Our rights to assert any Policy Conditions for future **Claims**. We reserve Our right to recover from You any **Claim** settlement paid in error.

Transfer

You must be the owner of Your **Pet**. If ownership of Your **Pet** transfers to another individual, any potential coverage afforded under this Policy will cease.

Transfer of Rights of Recovery Against Other to Us

If You have rights to recover all or part of any **Claim** payment We have made under this Policy, those rights are transferred to Us. You hereby agree to do everything that may be necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable Us **to** effectively to bring suit or otherwise pursue subrogation, and provide all other assistance and cooperation which We may reasonably require.

Policy Number: <123456789> Issued Date: <Jan 01, 2020> Effective Date: <Jan 01, 2020>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOOST PET INSURANCE POLICY

Mortality Benefit Endorsement

I. The following language is **added** to the Coverage and Benefits section of Your Policy:

Coverage and Benefits

Coverage

Mortality Benefit

We will pay, up to the Endorsement Limit for this coverage part as specified on the Declarations Page, if Your **Pet** dies or must be euthanized by a **Vet** during the **Policy Period** as a result of **Illness** or **Injury**:

- a. Up to two hundred fifty (\$250) dollars for cremation and burial expenses; and
- b. The price You paid for Your **Pet**. If You did not pay for Your **Pet** or do not have an original receipt as proof of how much You paid, We will pay You the lesser of the current local humane society adoption fee for the species of Your **Pet**, or one hundred fifty (\$150) dollars.

There is no **Copayment** or **Deductible** applied to this coverage.

You must, as soon as practicable but no later than ninety (90) days after the end of the **Policy Period** provide Us with:

- a completed Claims submission, as detailed in the Claims Procedures section of this Policy. This must include the original receipt or other acceptable documentation for the price You paid for Your Pet; and
- b. copies of invoices from the cremation and/or burial facility showing the fees charged and proof of payment (i.e. the invoice that shows zero balance due).

Exclusions Applying to Mortality Benefit:

We will not pay any benefits under this Mortality Benefit:

- a. if a **Vet** is not able to verify the death;
- b. to have Your **Pet** examined or tested post-mortem;
- c. if Your **Pet** was euthanized at Your request and not at a suggestion of a **Vet**; or because of a behavioral or emotional disorder including aggression; or
- d. if Your **Pet** dies as a result of **Illness** for any:
 - I. Dog age eight (8) years or older; or

Policy Number: <123456789> Issued Date: <Jan 01, 2020> Effective Date: <Jan 01, 2020>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- II. Cat age ten (10) years or older.
- **II.** The following language is **added** to the General Conditions section of Your Policy:

Policy Endorsements and Changing Your Coverage

This Mortality Benefit Endorsement may only be added at Policy inception or Policy renewal. The endorsement may be removed at any time during the **Policy Period**. A **Waiting Period**, as shown on the Declarations Page may apply.

All other terms and conditions of this Policy remain unchanged.

Policy Number: <123456789> Issued Date: <Jan 01, 2020> Effective Date: <Jan 01, 2020>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOOST PET INSURANCE POLICY

Prescription Drug Endorsement

I. The following language is **added** to the Coverage and Benefits section of Your Policy:

Coverage and Benefits

Benefits

- 8. Fifty percent (50%) of the **Medications** Your **Vet** prescribes as part of Your pet's **Injury** or **Illness Treatment** that started after the **Waiting Period** and during the **Policy Period** up to the limit as stated on Your Declarations Page.
- **II.** The following language is **added** to the Definitions section of Your Policy:

Definitions

Medications

Any **Veterinary** recommended **Medications** prescribed by a **Veterinarian** and approved by the Food and Drug Administration (FDA) of the United States or accepted for inclusion in the Homeopathic Pharmacopeia of the United States for **Veterinary** use. FDA-approved or Homeopathic Pharmacopeia- included drugs available over the counter must be dispensed directly by Your **Vet** or compounded by a pharmacist under the guidance of Your **Veterinarian**. Items purchased from an outside store or other pharmacy are not covered. **Medication** includes medical supplies required to administer those **Medications**.

III. The following language is **added** to the General Conditions section of Your Policy:

General Conditions

Policy Endorsements and Changing Your Coverage

The Prescription Drugs Endorsement may only be added at Policy inception or Policy renewal. The endorsement may be removed at any time during the **Policy Period**. A **Waiting Period**, as shown on the Declarations Page may apply.

All other terms and conditions of this Policy remain unchanged.