UNITED STATES FIRE INSURANCE COMPANY
Administrative Office: 5 Christopher Way, Eatontown, New Jersey 07724

Pet Insurance
LEVEL 2 PLAN

SAMPLE

INSURING AGREEMENT

In reliance on the statements **you** made to **us** in the Application, **we** agree to provide the insurance described in this plan. In return, **you** must pay the premium and comply with the plan terms.

Various provisions in this plan restrict coverage. **Read the entire plan carefully to determine rights, duties and what is and is not covered.**

DEFINITIONS

Throughout this plan, words that appear in bold face type have special meaning. They are defined as follows:

1. **You** or **Your** refer to the Certificate holder shown on the Certificate page.
2. **We**, **us** and **our** refer to the Company.
3. **Illness** means any sickness, disease or medical condition not caused by an accident which first manifests itself after the waiting period described below.
4. **Injury** means bodily harm caused by an accident occurring while this plan is in force.
5. **Veterinarian** means any duly licensed veterinarian.
6. **Your pet** means the dog or cat described on the Certificate page.
7. **Hereditary, genetic,** or **congenital condition** means a disorder or disease that is inherited by **your pet** or to which it is predisposed.
8. **Reasonable costs** means the customary fee charged for a given treatment or procedure within the geographic area in which the fee is incurred.
9. **Preventive care** means any treatment, service or procedures including physical examinations, medications, surgery, inoculations, laboratory procedures or other diagnostics for the purpose of promoting general health where there has been no **occurrence**.
10. **Occurrence** means the first manifestation of an **illness** or **injury** that was or should have been diagnosed by a **veterinarian**.
11. **Dental service** means extraction of teeth.
12. **Plan period** is one-year as specified on the Certificate page.

WAITING PERIOD

There is a thirty (30) day waiting period after the effective date of this plan during which **we** will not cover any **illness** to **your pet**. This thirty (30) day waiting period will not apply to any renewal of this plan if continuous coverage is maintained. Coverage for **injury** to **your pet** will begin on the effective date of this plan.

Signed for **the United States Fire Insurance Company By:**

Douglas M. Libby
Chairman and CEO

James Kraus
Secretary

COVERED EXPENSES

Except as stated elsewhere in this plan, **we** will pay the **reasonable costs you** incur for **veterinarian** fees as the result of **illness** or **injury** to **your pet** that occurs and is treated during the **Plan Period**. These fees may include costs for:

1. Therapeutic medications (drugs) prescribed by a **veterinarian**;
2. X-rays, diagnostic procedures, and laboratory tests necessary to diagnose or treat an **illness** or **injury**;
3. Necessary surgical treatment for an **illness** or **injury**;
4. Necessary confinement of **your pet** at a **veterinarian's** premises or hospital while **your pet** is receiving treatment for an **illness** or **injury**;
5. **Dental services** associated with abscessed, diseased or broken teeth but not gingivitis, orthodontics, endodontics (including but not limited to caps, crowns and fillings), extractions due to periodontal disease or deciduous teeth;
6. Euthanasia of **your pet** when **you** and the **veterinarian** agree that it is required for humane reasons resulting from **illness** or **injury**.

EXPENSES NOT COVERED

We will not pay for costs **you** incur for:

1. **Preventive** care or routine check-ups including but not limited to pre-surgical tests or procedures, dental cleaning or scaling;
2. Pre-existing/recurring **illness** or **injury** which existed prior to the **Plan Period** effective date of this plan unless there has been a period of one-hundred eighty (180) days since its diagnosis, cure, and last treatment;
3. Special diets, foods or supplements;
4. Costs arising out of or are related to breeding, pregnancy, whelping or nursing of **your pet**;
5. Holistic, homeopathic, herbal, acupuncture, rehabilitative, or chiropractic treatments;
6. Experimental or investigation procedures and treatments, either surgical or medical;
7. Organ transplants;
8. Behavioral problems, consultations, and treatments;
9. Grooming or grooming supplies including but not limited to nail trims and routine anal sac (gland) expression;
10. Flea, heartworm or other parasitic preventive treatments;
11. Elective procedures such as docking of tails, removal of dewclaws, removal of eyelashes or cropping of ears;
12. Time and travel expenses to the **veterinarian's** premises or hospital;
13. Costs for **illness** or **injury** which arise out of racing, coursing, commercial guarding or organized fighting of **your pet**;
14. Intentional **injury** to **your pet** by **you** or a member of **your** household;
15. Diagnosis and treatment of any **hereditary, genetic,** or **congenital condition** of **your pet** or conditions directly caused by such defect;
16. Health certificates or vaccination tags.
17. Diagnosis and treatment of any **illness** or symptoms in **your pet** caused by, happening through, in consequence of or contributed to by Avian Influenza, Canine Influenza or any other cross species mutant variation thereof.
18. Diagnosis, treatment or surgery related to Anterior Cruciate Ligament (ACL) or Cranial Cruciate Ligament (CCL) damage that occurs or is symptomatic within 12 months of effective date of certificate;
19. Multiple incidents (more than one) of foreign object ingestion in a 12 month period.

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COVERAGE RESTRICTIONS

All **illness** conditions are considered bilateral (affecting both sides of the body) unless otherwise noted. Cruciate Ligament Conditions, Hip Dysplasia, and Patella Luxation, despite the cause, are considered to be bilateral conditions (affecting both sides of the body).

DEDUCTIBLE AND CO-PAYMENT

From the total of all covered costs that occur during the **Plan Period** of the certificate, **we** shall deduct the amount shown in this Certificate as deductible. This deductible will be applied once in each **Plan Period** to all covered costs occurring during the **Plan Period**.

Once **you** have paid the deductible, **you** share a part of each claim with **us**. This is referred to as **your** co-payment. **We** will pay eighty (80) percent of **reasonable costs** for each covered claim up to the limit of liability. **Your** share will be twenty (20) percent of each covered claim.

LIMIT OF LIABILITY

Regardless of the number of claims made for covered **illnesses** or **injuries** that occur and are treated during the **Plan Period**, **our** total liability for all covered costs that result from one **illness** or **injury** shall not exceed the amount shown on the Certificate page as "Limit Per **Illness** or **Injury**". The most **we** shall pay during the **Plan Period** for all covered costs that result from **illnesses** or **injuries** shall not exceed the amount shown on the Certificate page as "Certificate Limit". All benefits under this plan shall cease when this plan terminates. **We** will honor all covered costs for an **illness** or **injury** which occur and are treated within the originally-manifested **Plan Period** and prior to its termination date. At renewal, the benefits and limits of this certificate along with the deductible are reinstated. The renewal will cover **illness** and/or **injury** that:

a) occur within the renewal certificate term
b) are treated within the renewal certificate term

The only **illnesses** or **injuries** that will be covered on the renewal term are:

a) new **illnesses** and/or **injuries**
b) those **illnesses** and/or **injuries** that have been cured and not treated for a period of 180 days.

The certificate does renew for new losses that occur in that new certificate year.

LOSS CONDITIONS

If **your pet** suffers an **illness** or **injury** that may be covered by this plan, **you** must do the following things:

1. Send written notice to **us** of the loss within one-hundred eighty (180) days after the first treatment of **your pet**. The notice must list your name, the description of **your pet** and the number of this certificate.
2. Provide **us** with copies of invoices from **your veterinarian** showing the fees charged and the reason for treatment.
3. Provide **us** with the name and address of the attending **veterinarian**.
4. Provide **us** with proof of identity of **your pet** as **we** may require.
5. The **veterinarian** may, if **you** choose, supply the required information to **us** on **your** behalf.

Once **you** have provided the written notice to **us** and the **illness** or **injury** is covered by this plan, **we** will reimburse **you** eighty (80) percent of the covered costs after **you** have paid the plan deductible. **We** will make the reimbursement to **you** within thirty (30) days from receipt of all required information. If the attending **veterinarian** provides the notice on **your** behalf, **we** will make the payment directly to the **veterinarian**.

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GENERAL CONDITIONS

Plan Period and Territory - This plan only applies to loss, which occurs and is treated, within the United States, its territories and possessions and Canada, while this plan is in effect. There is no coverage for treatments which take place outside the above territory. This plan takes effect on the date shown in the Certificate page subject to any required **waiting period**.

Other Insurance - If both this insurance and other insurance apply to a loss, **we** will pay **our** share. **Our** share will be that share of the total loss that the limit of liability under this plan bears to the total limits of all valid and collectable insurance.

Condition of Your Pet - In the original Application for this insurance, **you** represented that **your pet** described in the Certificate page was in good health and free of **illness** or **injury** as of the effective date of this plan.

Change of Ownership - Coverage for **your pet** will cease if ownership of **your pet** is transferred by agreement or law.

Entire Plan - This plan, the Certificate page and any signed and attached endorsements, contain all the agreements between **you** and **us**. Its terms may not be changed or waived except by an endorsement issued by **us** and made a part of this plan.

Conformity to State Statutes - When this plan's provisions are in conflict with the statutes of the state in which this plan is issued, the provisions are amended to conform to such statutes.

Automatic Plan Renewal - If not so stated that **you** wish to cancel **your plan** at any time, **your** coverage will automatically renew every year.

Cancellation and Non-renewal - **You** may cancel this plan at any time by returning it to **us** or by notifying **us** in writing of the future date cancellation is to take effect. If **you** notify **us** within the first thirty (30) days from the effective date shown on the Certificate page, and **you** have not submitted any claim against this plan, **we** will refund the Premium. After thirty (30) days, **we** will return the short rated or pro rata Premium in accordance with **our** manual provided **you** have not submitted a claim against this plan. However if a claim has been submitted, the premium for this **Plan Period** shall be fully earned by **us**.

We may cancel this plan if **you** fail to pay the Premium when due. In such case, a written notice will be sent to **you** at **your** address shown on the Certificate page providing at least ten (10) days notice of **our** intent to cancel.

Otherwise, **we** may cancel this plan by providing **you** at least thirty (30) days written notice. **We** will return the pro rata portion of the premium based upon the date of termination of this Plan.

We may elect to non-renew this plan on the expiration date. **We** may do so by mailing to **you** at **your** address shown on the Certificate page written notice at least sixty (60) days prior to the expiration date.

Action Against Us - No action can be taken against **us** unless **you** have complied with all of the terms and conditions of this plan and until thirty (30) days after proof of loss is filed and the amount of loss is determined as provided in this plan. **You** will have thirty-six (36) months from the date of loss to take legal action against **us** with respect to recovery of a claim under this plan.

IN WITNESS WHEREOF, **we** have caused this plan to be executed and attested, but this plan shall not be valid unless countersigned in the Certificate page by one of **our** duly authorized representatives.

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