

## Filing at a Glance

Company: Markel Insurance Company  
Product Name: Pet Health Care Policy  
TOI: 09.0 Inland Marine  
Sub-TOI: 09.0004 Pet Insurance Plans  
Filing Type: Form

SERFF Tr Num: MRKB-125230199 State: Arkansas  
SERFF Status: Closed State Tr Num: AR-PC-07-025480  
Co Tr Num: 0705FF064 State Status:  
Co Status: Sent to DOI for Approval Reviewer(s): Becky Harrington,  
Betty Montesi, Brittany Yielding  
Author: Wilfredo Mejia Disposition Date: 08-01-2007  
Date Submitted: 07-17-2007 Disposition Status: Approved  
Effective Date (New): 10-01-2007 Effective Date (New): 10-01-2007  
Effective Date (Renewal): Effective Date (Renewal):

Effective Date Requested (New): 10-01-2007  
Effective Date Requested (Renewal):

## General Information

Project Name: Pet Health Care Policy  
Project Number: 0705RF064  
Reference Organization: N/A  
Reference Title: N/A  
Filing Status Changed: 08-01-2007  
State Status Changed: 07-18-2007  
Corresponding Filing Tracking Number:  
Filing Description:  
Forms filing with deskfiled rate/rule filing for new Pet Health Care Policy.

Status of Filing in Domicile: Pending  
Domicile Status Comments:  
Reference Number: N/A  
Advisory Org. Circular: N/A  
Deemer Date:

## Company and Contact

### Filing Contact Information

Wilfredo Mejia, Regulatory Compliance  
Specialist  
4600 Cox Road  
Glen Allen, VA 23060

wmejia@markelcorp.com  
(800) 431-1270 [Phone]  
(804) 527-7900[FAX]

### Filing Company Information

Markel Insurance Company  
4600 Cox Road

CoCode: 38970  
Group Code: 785

State of Domicile: Illinois  
Company Type: Commercial  
Property & Casualty

Glen Allen, VA 23060  
(800) 431-1270 ext. [Phone]

Group Name:  
FEIN Number: 36-3101262  
-----

State ID Number:

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: Flat fee  
Per Company: No

| CHECK NUMBER | CHECK AMOUNT | CHECK DATE |
|--------------|--------------|------------|
| 1000093622   | \$50.00      | 07-17-2007 |

## Correspondence Summary

### Dispositions

| Status   | Created By       | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Becky Harrington | 08-01-2007 | 08-01-2007     |

### Objection Letters and Response Letters

#### Objection Letters

| Status                          | Created By          | Created On | Date Submitted |
|---------------------------------|---------------------|------------|----------------|
| Pending<br>Industry<br>Response | Becky<br>Harrington | 08-01-2007 | 08-01-2007     |

#### Response Letters

| Responded By   | Created On | Date Submitted |
|----------------|------------|----------------|
| Wilfredo Mejia | 08-01-2007 | 08-01-2007     |
| Wilfredo Mejia | 07-30-2007 | 07-30-2007     |

## Disposition

Disposition Date: 08-01-2007

Effective Date (New): 10-01-2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

| <b>Item Type</b>           | <b>Item Name</b>                                 | <b>Item Status</b> | <b>Public Access</b> |
|----------------------------|--|--------------------|----------------------|
| <b>Supporting Document</b> | Uniform Transmittal Document-Property & Casualty | Approved           | Yes                  |
| <b>Supporting Document</b> | Cover Letter                                     | Approved           | Yes                  |
| <b>Supporting Document</b> | Filing Memorandum                                | Approved           | Yes                  |
| <b>Supporting Document</b> | Licensed agents' information                     | Approved           | Yes                  |
| <b>Form</b>                | Pet Healthcare Policy - Accident Only            | Approved           | Yes                  |
| <b>Form</b>                | Pet Healthcare Policy - Essential                | Approved           | Yes                  |
| <b>Form</b>                | Pet Healthcare Policy - Wellness                 | Approved           | Yes                  |
| <b>Form</b>                | Pet Healthcare Policy - Wellness Plus            | Approved           | Yes                  |
| <b>Form</b>                | Markel Pet Health Declarations Page              | Approved           | Yes                  |
| <b>Form</b>                | Arkansas Amendatory Endorsement                  | Approved           | Yes                  |

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08-01-2007

Submitted Date 08-01-2007

Dear Wilfredo Mejia,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Due to an increased occurrence of unlicensed agencies/agents attempting to represent companies for their pet programs, especially those sold via the internet, we are being more diligent in our review of these programs and their agency force. Please provide a list of agencies selling this policy.

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 08-01-2007

Submitted Date 08-01-2007

Dear Becky Harrington,

Comments:

### Response 1

Comments: Please find attached as supporting document the licensing information on the agents whom we have designated to sell this Pet Healthcare policy.

We trust that with this response you will find our filing to be in order.

Related Objection 1

Comment: Due to an increased occurrence of unlicensed agencies/agents attempting to represent companies for their pet programs, especially those sold via the internet, we are being more diligent in our review of these programs and their agency force. Please provide a list of agencies selling this policy.

Supporting Document Schedule Item Changes

Satisfied -Name: Licensed agents' information

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule Item Changes

Sincerely,  
Wilfredo Mejia

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 07-18-2007

Submitted Date 07-18-2007

Dear Wilfredo Mejia,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Pet Healthcare Policy - Accident Only (Form)
- Pet Healthcare Policy - Essential (Form)
- Pet Healthcare Policy - Wellness (Form)
- Pet Healthcare Policy - Wellness Plus (Form)

Comment: The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, within the time allowed by law.

### Objection 2

- Markel Pet Health Declarations Page (Form)

Comment: PetPartners Inc is listed as the Agent for this policy. Our records indicate an inactive status for their licensure.

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 07-30-2007

Submitted Date 07-30-2007

Dear Becky Harrington,

Comments:

### Response 1

Comments: Herewith is our response to your Objection 1 sent on July 18, 2007:

Objection 1.

- Pet Healthcare Policy - Accident Only (Form)
- Pet Healthcare Policy - Essential (Form)
- Pet Healthcare Policy - Wellness (Form)
- Pet Healthcare Policy - Wellness Plus (Form)

Comment:

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, within the time allowed by law.

Response:

We are submitting form MPH 128-AR Arkansas Amendatory Endorsement which changes the second sentence of paragraph 5, Section VIII. CLAIMS CONDITIONS to say: You will have five (5) years from the date of loss to take legal action against us with respect to recovery of a claim under this policy.

We trust that with this response, you will find our filing to be in order.

#### Related Objection 1

Applies to:

- Pet Healthcare Policy - Accident Only (Form)
- Pet Healthcare Policy - Essential (Form)
- Pet Healthcare Policy - Wellness (Form)
- Pet Healthcare Policy - Wellness Plus (Form)

Comment: The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, within the time allowed by law.

No Supporting Documents have changed.

#### Form Schedule Item Changes

| Form Name                       | Form Number | Edition Date | Form Type                        | Action | Action Specific Data | Readability Score |
|---------------------------------|-------------|--------------|----------------------------------|--------|----------------------|-------------------|
| Arkansas Amendatory Endorsement | MHP 128-AR  | 03/07        | Endorsement/Amendment/Conditions | New    |                      | 0                 |

No Rate/Rule Schedule Item Changes

## Response 2

Comments: Herewith is our response to Objection 2 sent on July 18, 2007

Objection 2.

Markel Pet Health Declarations Page (Form)

Comment:

PetPartners Inc is listed as the Agent for this policy. Our records indicate an

inactive status for their licensure.

Response:

The agent that was indicated on the declaration page was put on the form for illustration purposes only. They will not be the only agent that we will use for this new policy. However, we have notified this agent that before they can place any business with us for this insurance, they will have to make sure that they are licensed in the state that they are doing business in.

We trust that with this response, you will find our filing to be in order.

Related Objection 1

Applies to:

- Markel Pet Health Declarations Page (Form)

Comment: PetPartners Inc is listed as the Agent for this policy. Our records indicate an inactive status for their licensure.

No Supporting Documents have changed.

No Form Schedule items changed.

No Rate/Rule Schedule Item Changes

Sincerely,  
Wilfredo Mejia

**Form Schedule**

| <b>Review Status</b> | <b>Form Name</b>                      | <b>Form #</b> | <b>Edition Date</b> | <b>Form Type Action</b>          | <b>Action Specific Data</b> | <b>Readability</b> | <b>Attachment</b>   |
|----------------------|---------------------------------------|---------------|---------------------|----------------------------------|-----------------------------|--------------------|---------------------|
| Approved             | Pet Healthcare Policy - Accident Only | MPH100-A      | 03/07               | Policy/Coverage Form             |                             | 0.00               | MPH100A.pdf         |
| Approved             | Pet Healthcare Policy - Essential E   | MPH100-E      | 03/07               | Policy/Coverage Form             |                             | 0.00               | MPH100E.pdf         |
| Approved             | Pet Healthcare Policy - Wellness W    | MPH100-W      | 03/07               | Policy/Coverage Form             |                             | 0.00               | MPH100W.pdf         |
| Approved             | Pet Healthcare Policy - Wellness Plus | MPH100-WP     | 03/07               | Policy/Coverage Form             |                             | 0.00               | MPH100-WP.pdf       |
| Approved             | Markel Pet Health Declarations Page   | MPH101        | 03/07               | Declaration News/Schedule        |                             | 0.00               | MPH101 Dec Page.pdf |
| Approved             | Arkansas Amendatory Endorsement       | MHP 128-AR    | 03/07               | Endorsement/Amendment/Conditions |                             | 0.00               | MPH 128-AR.pdf      |

# PET HEALTHCARE POLICY ACCIDENT ONLY

## Terms and Conditions

In return for having accepted **your** application for coverage and **your** premium **we** will provide insurance as described in this **policy**, including any endorsements referred to in **your declarations page**.

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

### I. DEFINITIONS:

Any word or expression to which a specific meaning has been attached will have the same meaning throughout this **policy**. For ease of reading the definitions are highlighted by the use of bold print.

**Accident** means a sudden, unexpected and unintended event which is identifiable and caused solely by an external physical force resulting in **injury to your pet**.

**Coinsurance** means **your** share of the claim which **you** are responsible for after meeting the **deductible**. The **policy** is issued on a **coinsurance** basis.

**Declarations Page** is the page sent to **you** as the **policy holder** with specific information about the **policy** such as but not limited to: effective date, expiration date and the amount of **deductible** and **coinsurance**.

**Deductible** is the portion of a covered loss **you** pay before **we** become responsible for benefits under the **policy**. The amount and frequency of the **deductible** is shown on the **declarations page**.

**Incident** means a specifically identifiable **accident, injury, or illness**. Recurring, related and/or chronic conditions shall be considered as one **incident**.

**Injury** means physical damage or trauma caused by an **accident**.

**Medically Necessary** means medical services, supplies or **treatments** provided by a **veterinarian** to treat covered pets which are: a) consistent with symptoms or diagnosis; b) appropriate and accepted according to good veterinary practice standards; c) not primarily for the convenience of the pet owner, **veterinarian** or other providers; and d) consistent with the most appropriate supply or level of services which can be safely be provided to the pet.

**Pet** refers to the animal listed on the **declarations page**.

**Policy** means the terms and conditions and most recent **declarations page** which includes any endorsements that apply.

**Policy Period** means the time period specified on the **declarations page** beginning on the effective date and ending on the expiration date. All effective and expiration dates are as of 12:01 AM in the time zone of the **policy holder**.

**Pre-existing Condition** means any disease, **illness** or **injury** which occurred or existed prior to the original effective date of the **policy**.

**Prescription Medications** means any medicine or drug that is dispensed only with a written prescription from a **veterinarian**.

**Preventive Care** means **treatment** intended for the prevention of an **illness** or condition as opposed to **treatment** of a specifically identifiable **accident, injury, illness** or condition which occurs during the **policy period**.

**Reasonable and Customary Charges** mean the typical fees charged by veterinarians for a particular **treatment, service or product** in the general geographic area where **your pet** received **treatment**.

**Treatment** means any examination, consultation, advice, service, diets, tests, x-rays, medication (prescribed or not prescribed), surgery, nursing and care provided or prescribed by a licensed **veterinarian**.

**Veterinarian** means a physician for animals and a practitioner of veterinary medicine. **Veterinarian** shall not include a member of the pet owner's immediate family.

**We/Us/Our** (also **Insurer**) means the company administering the insurance.

**You/Your** (also **Policy Holder**) refers to the individual named as the **policy holder** on the **declarations page**.

## **II. COVERAGE LIMITS:**

Coverage is provided for **accidents** occurring to **your pet** during the **policy period**. The most **we** shall pay for an **injury** shall not exceed the amount shown on the **declarations page** as per-incident maximum. The most **we** shall pay during the **policy period** for all covered costs that result from a covered **injury** shall not exceed the amount shown on the **declarations page** as **policy** limit.

## **III. COVERAGES (what is covered):**

Unless excluded elsewhere in this **policy**, **we** will allow for the **reasonable and customary charges you** incur for veterinary fees that result from a covered **injury** to **your listed pet**. In the case of ongoing **treatment**, at **policy** renewal, covered services will be processed subject to the **coinsurance** and per-incident maximums of the **policy** in effect at onset of **incident**.

1. **Foreign Body Ingestion:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** to remove a foreign body that the insured's pet has ingested to the maximum benefits of the **policy**. The foreign body must be removed by surgery or by endoscopy.
2. **Motor Vehicle Accident/Hit By Car:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** should **your pet** be involved in any form of a motor vehicle accident and requires medical treatment.
3. **Fractures:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for a bone fracture caused by an **accident**. This excludes fractures that occur due to a motor vehicle accident. A fracture is defined as a break in the bone. This does not include teeth. This claim will only be payable once a final diagnosis has been determined.
4. **Poison Ingestion:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for poison ingestion. Visual identification of the toxin ingestion, toxin-specific clinical signs or resolution, only after the toxin-specific **treatment** is needed.
5. **Lacerations and Bite Wounds:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for lacerations and bite wounds caused by an **accident**. This does not include lacerations due to a motor vehicle accident.
6. **Burns:** The **Insurer** will pay the Insured for the allowable cost of the needed **treatment** for a burn caused by an **accident**. This does not include any burns caused by a motor vehicle accident.
7. **Allergic Reactions to Insect Bites and Snake Bites:** The **Insurer** will pay for the allowable cost of the needed **treatment** for an allergic reaction to an insect bite, sting and snake bite; does not include flea and tick reactions.
8. **Accidental Choking or Drowning:** The **Insurer** will pay for the allowable cost of the needed **treatment** for choking or drowning due to an **accident**.
9. **Head Trauma:** The **Insurer** will pay the insured for the allowable cost of the needed **treatment** for head trauma caused by an **accident**. Visual identification must take place of the **injury**. This does not include head trauma due to a motor vehicle accident.

## **IV. EXCLUSIONS (what is not covered):**

1. Veterinary or any other fees to treat an **illness** regardless of cause.
2. Veterinary or any other fees to diagnose or treat any **pre-existing illness, injury** or condition which existed prior to the original **policy period**.
3. Intentional, neglectful or preventable acts by **you** or a member of **your** household that results in **illness** or **injury** to **your pet**.

4. The cost of any elective **treatment**, including but not limited to; vaccine titers, cosmetic dentistry, docking of tails, cropping of ears, microchips, removal of dewclaws, removal of eyelashes, declawing, or tenectomy that **you** choose to carry out that is not directly related to a current covered **injury**.
5. Whelping or to any treatment in connection with pregnancy, giving birth or nursing.
6. Grooming and nail clipping expenses and any **injuries** arising as a result of these procedures.
7. Veterinary administration fees, any charged by a **veterinarian** to complete a claim form, traveling expenses incurred either by the policyholder or their **veterinarian**; house calls, hospitalization, ambulance charges, unless the **veterinarian** confirms that they are **medically necessary**.
8. Prescribed diets including weight loss, food, vitamins and nutritional supplements.
9. Alternative medicine including holistic, herbal, homeopathic, acupuncture or chiropractic **treatments**.
10. Cruciate ruptures or tears regardless of cause.
11. **Treatments** associated with behavioral problems whether or not the direct result of a covered **incident**.
12. Dental procedures, except as specifically provided. Gingivitis and progressive periodontal disease caused by the accumulation of tartar is not a covered expense. Root canals, caps and crowns are not covered services.
13. Any medical procedure or service that is characterized as experimental or investigational.
14. **Injuries** resulting from the use of **your pet** for guard security, organized fighting, coursing or track racing.
15. Any items not listed under the "What is covered" section or any items related to a specific exclusion.
16. **Preventive Care** and/or routine **treatment** intended to maintain the good health of **your pet**.
17. The cost of any elective **treatment**, including but not limited to; vaccine titers, cosmetic dentistry, docking of tails, cropping of ears, microchips, removal of dewclaws, removal of eyelashes, declawing, or tenectomy that **you** choose to carry out that is not directly related to a current covered **injury**.
18. Euthanasia except in the case of humane destruction to alleviate incurable and inhumane suffering.

## V. DEDUCTIBLE AND COINSURANCE:

### A. Deductible

**You** are responsible for meeting the **deductible** (amount shown on the **declarations page**) before the **coinsurance** will be applied to covered services. **Deductible** amounts have to be filed by claim with **us**. The amount and frequency of the **deductible** is shown on the **declarations page**.

### B. Coinsurance

The **policy** is issued on a **coinsurance** basis, where, in the event of a covered **incident**, **your** contribution towards the cost of the allowable and covered **treatments** provided by a **veterinarian** will be the percentage shown on the **declarations page** as **coinsurance** after **you** have met the applicable **deductible**.

## VI. GENERAL CONDITIONS:

1. Territory: This **policy** only applies to losses that occur and are treated within the United States, its territories and possessions, and Canada. No coverage exists for an **incident** or **treatment** that occurs outside of the above territories.

2. Other Insurance: If a claim arises under this insurance and there is any other insurance providing coverage to the **policy holder's pet**, this **policy** shall be deemed to be excess insurance. This **policy** will only respond to any claim costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, always subject to the terms and conditions of this **policy**.
3. Ownership: It is represented that **you** are the owner of **your pet**.
4. Transferability: Coverage for **your pet** will cease if ownership is transferred by agreement or law.
5. Conformity to State Statutes: If any **policy** provisions contained herein conflict with the statutes of the state in which this **policy** is issued, the provisions shall be considered amended to conform to the requirements of that State.

## VII. CANCELLATION AND NONRENEWAL:

### A. Cancellation and Nonrenewal

1. The **policy holder** shown in the **Declarations** may cancel this **policy** by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this **policy** by mailing or delivering to the **policy holder** written notice of cancellation at least:
  - a) 20 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
  - b) 60 days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver our notice to the **policy holder's** last mailing address known to **us**.
4. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
5. If this **policy** is cancelled, **we** will send the **policy holder** any premium refund due. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Return of Premium: If **we** cancel the **policy**, for any reason, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata basis. If **you** cancel the **policy**, for any reason not stated in Section B, Free Look Period, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.
8. Misrepresentation and Fraud: This **policy** may be voided if **you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the animal(s) covered; or in case of fraud or attempted fraud by **you** concerning any matter relating to this insurance or the animal(s) covered.

### B. 'Free Look' Period:

When **you** receive the **policy** documents, if **you** are not satisfied with the **policy**, return it to **us** within 30 days of the coverage effective date. **We** will then cancel **your** insurance and refund **your** premium in full, as long as **you** have not submitted a claim. If **you** cancel the **policy** after submitting a claim, or 30 days from the inception date, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.

**VIII. Claims Conditions:**

1. In the event **you** incur a loss **you** must do the following things:
  - Notify **us** by filing a completed claim form with **us** as soon as practicable and not later than 180 days after the first date of **treatment**. Claims filed 181 days after the first date of **treatment** will be denied.
  - Provide to **us** invoices from **your** treating veterinarian itemizing the services performed, products provided and the itemized charges for **treatment**.
  - Provide to **us** the name, address and signature of the treating **veterinarian** on the claim form.
  - **We** have the right to request further information either directly from a **veterinarian** or from **you** to investigate any claim.
  - **We**, at our expense, have the right to have any covered pet examined by a **veterinarian** of our choice as often as reasonably necessary while a claim is pending.
2. Subrogation: If, following a claim, **you** have rights to recover all or part of any payment **we** have made under this **policy**, those rights are transferred to **us**.
3. Right of Recovery: Payments made by **us** which exceed the amounts owed (after allowance for **deductible** and **coinsurance** clauses, if any) and payable hereunder, shall be recoverable by **us** from or among any persons, firms, or corporations to or for whom such payments were made.
4. Fraudulent claims: If **you** or anyone acting on **your** behalf submits a fraudulent claim, all pending and future benefits under the **policy** will be forfeited with respect to **your policy**.
5. Action against **us**: No action can be taken against **us** unless **you** have complied with all of the terms and conditions of this **policy** and until ninety-one (91) days after proof of loss is filed and the amount of loss is determined as provided in this **policy**. **You** will have 36 months from the date of loss to take legal action against **us** with respect to recovery of a claim under this **policy**.
6. Cooperation Clause: **You** must cooperate with **us** in the investigation or settlement of any claim.

In Witness Whereof, the company has caused this **policy** to be executed and attested and countersigned by a duly authorized representative of the company.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

of the Company identified in the Declarations



# PET HEALTHCARE POLICY ESSENTIAL

## Terms and Conditions

In return for having accepted **your** application for coverage and **your** premium **we** will provide insurance as described in this **policy**, including any endorsements referred to in **your declarations page**.

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

### I. DEFINITIONS:

Any word or expression to which a specific meaning has been attached will have the same meaning throughout this **policy**. For ease of reading the definitions are highlighted by the use of bold print.

**Accident** is an unforeseen, unpreventable occurrence that causes **injury to your pet**.

**Congenital Condition** means an **illness**, disease or anomaly that existed at or dated from the birth of **your pet**. **Congenital conditions** are considered **pre-existing**.

**Coinsurance** means **your** share of the claim which **you** are responsible for after meeting the **deductible**. The **policy** is issued on a **coinsurance** basis.

**Declarations Page** is the page sent to **you** as the **policy holder** with specific information about the **policy** such as but not limited to: effective date, expiration date and the amount of **deductible** and **coinsurance**.

**Deductible** is the portion of a covered loss **you** pay before **we** become responsible for benefits under the **policy**. The amount and frequency of the **deductible** is shown on the **declarations page**.

**Illness** means physical disease, sickness, infection, condition or failure which is not caused by **injury**.

**Incident** means a specifically identifiable **accident, injury, or illness**. Recurring, related and/or chronic conditions shall be considered as one **incident**.

**Injury** means physical damage or trauma caused by an **accident**.

**Medically Necessary** means medical services, supplies or treatments provided by a **veterinarian** to treat covered pets which are: a) consistent with symptoms or diagnosis; b) appropriate and accepted according to good veterinary practice standards; c) not primarily for the convenience of the pet owner, **veterinarian** or other providers; and d) consistent with the most appropriate supply or level of services which can safely be provided to the pet.

**Pet** refers to the animal listed on the **declarations page**.

**Policy** means the terms and conditions and most recent **declarations page** which includes any endorsements that apply.

**Policy Period** means the time period specified on the **declarations page** beginning on the effective date and ending on the expiration date. All effective and expiration dates are as of 12:01 AM in the time zone of the **policy holder**.

**Pre-existing Condition** means any disease, **illness** or **injury** which occurred or existed prior to the original effective date of the **policy**.

**Prescription Medications** means any medicine or drug that is dispensed only with a written prescription from a **veterinarian**.

**Preventive Care** means **treatment** intended for the prevention of an **illness** or condition as opposed to **treatment** of a specifically identifiable **accident, injury, illness** or condition which occurs during the **policy period**.

**Reasonable and Customary Charges** mean the typical fees charged by **veterinarians** for a particular **treatment, service or product** in the general geographic area where **your pet** received **treatment**.

**Treatment** means any examination, consultation, advice, service, diets, tests, x-rays, medication (prescribed or not prescribed), surgery, nursing and care provided or prescribed by a licensed **veterinarian**.

**Veterinarian** means a physician for animals and a practitioner of veterinary medicine. **Veterinarian** shall not include a member of the pet owner's immediate family.

**We/Us/Our** (also **Insurer**) means the company administering the insurance.

**You/Your** (also **Policy Holder**) refers to the individual named as the **policy holder** on the **declarations page**.

## **II. COVERAGE LIMITS:**

Coverage is provided for **accidents** and **illnesses** occurring to **your pet** during the **policy period**. The most **we** shall pay for one **illness** or **injury** shall not exceed the amount shown on the **declarations page** as per-incident maximum. The most **we** shall pay during the **policy period** for all covered costs that result from covered **illnesses** or **injuries** shall not exceed the amount shown on the **declarations page** as **policy** limit.

## **III. COVERAGES (what is covered):**

Unless excluded elsewhere in this **policy**, **we** will allow for the **reasonable and customary charges you** incur for veterinary fees that result from a covered **illness** or **injury**, to **your listed pet**. In the case of ongoing treatment, at **policy** renewal, covered services will be processed subject to the **coinsurance** and per-incident maximums of the **policy** in effect at onset of **incident**.

1. Veterinary **treatment**:  
**Medically necessary** procedures required to treat a current covered **illness** or **injury**.
2. **Prescription medications**:  
**Medically necessary prescription medications** as prescribed by a **veterinarian** to treat a current covered **illness** or **injury**.
3. Diagnostic procedures:  
**Medically necessary** x-rays, laboratory tests and procedures required to diagnose a current **illness** or **injury** that is showing symptoms.
4. Surgical **treatment**:  
**Medically necessary** surgical **treatment** for a current covered **illness** or **injury**.
5. Dental services:  
**Medically necessary** services associated with abscessed, diseased or broken permanent teeth.
6. Hospitalization/Confinement:  
**Medically necessary** confinement of **your pet** at a **veterinarian's** premises or hospital while **your pet** is receiving **treatment** for a current covered **illness** or **injury**.
7. Euthanasia:  
Fees incurred for putting **your pet** to sleep (euthanasia) as long as it is recommended by a **veterinarian** as a result of a covered **illness, injury** or procedure.

## **IV. EXCLUSIONS (what is not covered):**

1. Veterinary or any other fees to treat an **illness** that occurs or shows symptoms during the first 30 days of the **policy period**.
2. Veterinary or any other fees to diagnose or treat any **pre-existing illness, injury** or condition which existed prior to the original **policy period**.
3. Fees or expenses resulting from an **illness** or **injury** specifically excluded on the insurance **declarations page**.
4. Fees or expenses resulting from a non-covered procedure, **illness, injury** or service excluded by the **policy**.
5. Intentional, neglectful or preventable acts by **you** or a member of **your** household that results in **illness** or **injury** to **your pet**.
6. The cost of any elective **treatment**, including but not limited to: vaccine titers, cosmetic dentistry, docking of tails, cropping of ears, microchips, removal of dewclaws, removal of eyelashes,

declawing, or tenectomy that **you** choose to carry out that is not directly related to a current covered **illness or injury**.

7. **Veterinarian** fees to treat any **illness or injury** related to breeding **your pet**, **your pet** being pregnant, and any **treatment** in connection with pregnancy or giving birth.
8. Grooming and nail clipping expenses.
9. Conditions always excluded: **congenital**/inherited conditions; eye conditions including aberrant cilia, dermoid, distichiasis, entropion/ectropion; CDRM (German Shepherd Dog Syndrome); chronic renal (kidney) failure; deciduous teeth (**illness or injury**); diabetes (insipidus or mellitus); elbow dysplasia (OCD, FCP, UAP); hemophilia; congenital heart problems including murmurs, failure, cardiomegaly (enlargement of the heart); hip dysplasia; congenital liver conditions; obesity (not due to an underlying medical condition); OCD (including but not limited to the hock, elbow, carpus and shoulder); osteoarthritis; congenital shunts to include portostymic shunt; elongated soft palate; stenotic nares; spondylosis; Von Willebrand's disease; luxating patella; umbilical hernia.
10. House calls, hospitalization, ambulance or boarding charges, unless the **veterinarian** confirms that they are **medically necessary**.
11. Food, vitamins and nutritional supplements.
12. Alternative medicine including holistic, herbal, homeopathic, acupuncture or chiropractic **treatments**.
13. Any fee charged by **your veterinarian** for medical records or to complete a claim form.
14. Traveling expenses incurred either by **you** or **your veterinarian**.
15. **Treatments** associated with behavioral problems whether or not the direct result of a covered **incident**.
16. Dental procedures, except as specifically provided. Gingivitis and progressive periodontal disease caused by the accumulation of tartar is not a covered expense. Root canals, caps and crowns are not covered services.
17. Any medical procedure or service that is characterized as experimental or investigational.
18. **Injuries** resulting from the use of **your pet** for guard security, organized fighting, coursing or track racing.
19. Post mortem and/or necropsy procedures or cremation.
20. **Preventive Care** and/or routine **treatment** intended to maintain the good health of **your pet**.
21. Services to spay or neuter **your pet**.

## **V. DEDUCTIBLE AND COINSURANCE:**

### **A. Deductible**

**You** are responsible for meeting the **deductible** (amount shown on the **declarations page**) before the **coinsurance** will be applied to covered services. **Deductible** amounts have to be filed by claim with **us**. The amount and frequency of the **deductible** is shown on the **declarations page**.

### **B. Coinsurance**

The **policy** is issued on a **coinsurance** basis, where, in the event of a covered **incident**, **your** contribution towards the cost of the allowable and covered **treatments** provided by a **veterinarian** will be the percentage shown on the **declarations page** as **coinsurance** after **you** have met the applicable **deductible**.

## VI. GENERAL CONDITIONS:

1. Territory: This **policy** only applies to losses that occur and are treated within the United States, its territories and possessions, and Canada. No coverage exists for an **incident** or **treatment** that occurs outside of the above territories.
2. Other Insurance: If a claim arises under this insurance and there is any other insurance providing coverage to the **policy holder's pet**, this **policy** shall be deemed to be excess insurance. This **policy** will only respond to any claim costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, always subject to the terms and conditions of this **policy**.
3. The **policy holder's pet** must receive an annual physical exam; all prescribed vaccines; heartworm, flea and tick prevention recommended by **your veterinarian**. There is no coverage provided for these conditions in the event that the recommendations have not been carried out; including any **illness** or **injury** that may occur from not spaying or neutering **your pet** as recommended by **your veterinarian**.
4. Ownership: It is represented that **you** are the owner of **your pet**.
5. Transferability: Coverage for **your pet** will cease if ownership is transferred by agreement or law.
6. Conformity to State Statutes: If any **policy** provisions contained herein conflict with the statutes of the state in which this **policy** is issued, the provisions shall be considered amended to conform to the requirements of that State.

## VII. CANCELLATION AND NONRENEWAL:

### A. Cancellation and Nonrenewal

1. The **policy holder** shown in the **Declarations** may cancel this **policy** by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this **policy** by mailing or delivering to the **policy holder** written notice of cancellation at least:
  - a) 20 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
  - b) 60 days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver our notice to the **policy holder's** last mailing address known to **us**.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this **policy** is cancelled, **we** will send the **policy holder** any premium refund due. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Return of Premium: If **we** cancel the **policy**, for any reason, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata basis. If **you** cancel the **policy**, for any reason not stated in Section B, Free Look Period, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.
8. Misrepresentation and Fraud: This **policy** may be voided if **you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the animal(s) covered; or in case of fraud or attempted fraud by **you** concerning any matter relating to this insurance or the animal(s) covered.

## B. 'Free Look' Period:

When **you** receive the **policy** documents, if **you** are not satisfied with the **policy**, return it to **us** within 30 days of the coverage effective date. **We** will then cancel **your** insurance and refund **your** premium in full, as long as **you** have not submitted a claim. If **you** cancel the **policy** after submitting a claim, or 30 days from the inception date, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.

## VIII. CLAIMS CONDITIONS:

1. In the event **you** incur a loss **you** must do the following things:
  - Notify **us** by filing a completed claim form with **us** as soon as practicable and not later than 180 days after the first date of **treatment**. Claims filed 181 days after the first date of **treatment** will be denied.
  - Provide to **us** invoices from **your** treating **veterinarian** itemizing the services performed, products provided and the itemized charges for **treatment**.
  - Provide to **us** the name, address and signature of the treating **veterinarian** on the claim form.
  - **We** have the right to request further information either directly from a **veterinarian** or from **you** to investigate any claim.
  - **We**, at our expense, have the right to have any covered pet examined by a **veterinarian** of our choice as often as reasonably necessary while a claim is pending.
2. Subrogation: If, following a claim, **you** have rights to recover all or part of any payment **we** have made under this **policy**, those rights are transferred to **us**.
3. Right of Recovery: Payments made by **us** which exceed the amounts owed (after allowance for **deductible** and **coinsurance** clauses, if any) and payable hereunder, shall be recoverable by **us** from or among any persons, firms, or corporations to or for whom such payments were made.
4. Fraudulent claims: If **you** or anyone acting on **your** behalf submits a fraudulent claim, all pending and future benefits under the **policy** will be forfeited with respect to **your policy**.
5. Action against **us**: No action can be taken against **us** unless **you** have complied with all of the terms and conditions of this **policy** and until ninety-one (91) days after proof of loss is filed and the amount of loss is determined as provided in this **policy**. **You** will have 36 months from the date of loss to take legal action against **us** with respect to recovery of a claim under this **policy**.
6. Cooperation Clause: **You** must cooperate with **us** in the investigation or settlement of any claim.

In Witness Whereof, the company has caused this **policy** to be executed and attested and countersigned by a duly authorized representative of the company.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

of the Company identified in the Declarations

# PET HEALTHCARE POLICY WELLNESS

## Terms and Conditions

In return for having accepted **your** application for coverage and **your** premium **we** will provide insurance as described in this **policy**, including any endorsements referred to in **your declarations page**.

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

### I. DEFINITIONS:

Any word or expression to which a specific meaning has been attached will have the same meaning throughout this **policy**. For ease of reading the definitions are highlighted by the use of bold print.

**Accident** is an unforeseen, unpreventable occurrence that causes **injury to your pet**.

**Congenital Condition** means an **illness**, disease or anomaly that existed at or dated from the birth of **your pet**. **Congenital conditions** are considered **pre-existing**.

**Coinsurance** means **your** share of the claim which **you** are responsible for after meeting the **deductible**. The **policy** is issued on a **coinsurance** basis.

**Declarations Page** is the page sent to **you** as the **policy holder** with specific information about the **policy** such as but not limited to: effective date, expiration date and the amount of **deductible** and **coinsurance**.

**Deductible** is the portion of a covered loss **you** pay before **we** become responsible for benefits under the **policy**. The amount and frequency of the **deductible** is shown on the **declarations page**.

**Illness** means physical disease, sickness, infection, condition or failure which is not caused by **injury**.

**Incident** means a specifically identifiable **accident, injury, or illness**. Recurring, related and/or chronic conditions shall be considered as one **incident**.

**Injury** means physical damage or trauma caused by an **accident**.

**Medically Necessary** means medical services, supplies or **treatment** provided by a **veterinarian** to treat covered pets which are: a) consistent with symptoms or diagnosis; b) appropriate and accepted according to good veterinary practice standards; c) not primarily for the convenience of the pet owner, **veterinarian** or other providers; and d) consistent with the most appropriate supply or level of services which can safely be provided to the pet.

**Pet** refers to the animal listed on the **declarations page**.

**Policy** means the terms and conditions and most recent **declarations page** which includes any endorsements that apply.

**Policy Period** means the time period specified on the **declarations page** beginning on the effective date and ending on the expiration date. All effective and expiration dates are as of 12:01 AM in the time zone of the **policy holder**.

**Pre-existing Condition** means any disease, **illness** or **injury** which occurred or existed prior to the original effective date of the **policy**.

**Prescription Medications** means any medicine or drug that is dispensed only with a written prescription from a **veterinarian**.

**Preventive Care** means **treatment** intended for the prevention of an **illness** or condition as opposed to **treatment** of a specifically identifiable **accident, injury, illness** or condition which occurs during the **policy period**.

**Reasonable and Customary Charges** mean the typical fees charged by **veterinarians** for a particular **treatment**, service or product in the general geographic area where **your pet** received **treatment**.

**Treatment** means any examination, consultation, advice, service, diets, tests, x-rays, medication (prescribed or not prescribed), surgery, nursing and care provided or prescribed by a licensed **veterinarian**.

**Veterinarian** means a physician for animals and a practitioner or veterinary medicine. **Veterinarian** shall not include a member of the pet owner's immediate family.

**We/Us/Our** (also **Insurer**) means the company administering the insurance.

**You/Your** (also **Policy Holder**) refers to the individual named as the **policy holder** on the **declarations page**.

## **II. COVERAGE LIMITS:**

Coverage is provided for **accidents** and **illnesses** occurring to **your pet** during the **policy period**. The most **we** shall pay for one **illness** or **injury** shall not exceed the amount shown on the **declarations page** as per-incident maximum. The most **we** shall pay during the **policy period** for all covered costs that result from covered **illnesses** or **injuries** shall not exceed the amount shown on the **declarations page** as **policy** limit.

## **III. COVERAGES (what is covered):**

Unless excluded elsewhere in this **policy**, **we** will allow for the **reasonable and customary charges you** incur for veterinary fees that result from a covered **illness** or **injury**, to **your listed pet**. In the case of ongoing treatment, at **policy** renewal, covered services will be processed subject to the **coinsurance** and per-incident maximums of the **policy** in effect at onset of **incident**.

1. **Veterinary treatment:**  
**Medically necessary** procedures required to treat a current covered **illness** or **injury**.
2. **Prescription medications:**  
**Medically necessary prescription medications** as prescribed by a **veterinarian** to treat a current covered **illness** or **injury**.
3. Diagnostic procedures:  
**Medically necessary** x-rays, laboratory tests and procedures necessary to diagnose a current **illness** or **injury** that is showing symptoms.
4. **Surgical treatment:**  
**Medically necessary surgical treatment** for a current covered **illness** or **injury**.
5. **Dental services:**  
**Medically necessary** services associated with abscessed, diseased or broken permanent teeth.
6. **Hospitalization/Confinement:**  
**Medically necessary** confinement of **your pet** at a **veterinarian's** premises or hospital while **your pet** is receiving **treatment** for a current covered **illness** or **injury**.
7. **Euthanasia:**  
Fees incurred for putting **your pet** to sleep (euthanasia) as long as it is recommended by a **veterinarian** as a result of a covered **illness, injury** or procedure.
8. **Preventive Care:**  
**We** will cover the following listed items:
  - a) One annual physical exam;
  - b) One dental prophylaxis (cleaning);
  - c) Monthly prescription flea and tick prevention (limited to 12 month supply per **policy period**);
  - d) One fecal exam;
  - e) One annual heartworm test and monthly **prescription preventive medication** (limited to 12 month supply per **policy period**);
  - f) Prescribed annual vaccinations and boosters: Adenovirus, Bordetella, Canine Distemper, Chlamydia, Coronavirus, Hepatitis, Leptospirosis, Lyme, Parainfluenza, Parvovirus and Rabies in the case of dogs and Feline Infectious Enteritis, Feline Influenza, Panleukopenia, Rhinotracheitis, Calicivirus, Chlamydiosis and Rabies in the case of cats.

#### IV. EXCLUSIONS (what is not covered):

1. Veterinary or any other fees to treat an **illness** that occurs or shows symptoms during the first 30 days of the **policy period**.
2. Veterinary or any other fees to diagnose or treat any **pre-existing illness, injury** or condition which existed prior to the original **policy period**.
3. Fees or expenses resulting from an **illness** or **injury** specifically excluded on the insurance **declarations page**.
4. Fees or expenses resulting from a non-covered procedure, **illness, injury** or service excluded by the **policy**.
5. Intentional, neglectful or preventable acts by **you** or a member of **your** household that results in **illness** or **injury to your pet**.
6. The cost of any elective **treatment**, including but not limited to: vaccine titers, cosmetic dentistry, docking of tails, cropping of ears, microchips, removal of dewclaws, removal of eyelashes, declawing, or tenectomy that **you** choose to carry out that is not directly related to a current covered **illness** or **injury**.
7. **Veterinarian** fees to treat any **illness** or **injury** related to breeding **your pet**, **your pet** being pregnant, and any **treatment** in connection with pregnancy or giving birth.
8. Grooming and nail clipping expenses.
9. Conditions always excluded: **congenital**/inherited conditions; eye conditions including aberrant cilia, dermoid, distichiasis, entropion/ectropion; CDRM (German Shepherd Dog Syndrome); chronic renal (kidney) failure; deciduous teeth (**illness** or **injury**); diabetes (insipidus or mellitus); elbow dysplasia (OCD, FCP, UAP); hemophilia; congenital heart problems including murmurs, failure, cardiomegaly (enlargement of the heart); hip dysplasia; congenital liver conditions; obesity (not due to an underlying medical condition); OCD (including but not limited to the hock, elbow, carpus and shoulder); osteoarthritis; congenital shunts to include portostymic shunt; elongated soft palate; stenotic nares; spondylosis; Von Willebrand's disease; luxating patella; umbilical hernia.
10. House calls, hospitalization, ambulance or boarding charges, unless the **veterinarian** confirms that they are **medically necessary**.
11. Food, vitamins and nutritional supplements.
12. Alternative medicine including holistic, herbal, homeopathic, acupuncture or chiropractic **treatments**.
13. Any fee charged by **your veterinarian** for medical records or to complete a claim form.
14. Traveling expenses incurred either by **you** or **your veterinarian**.
15. **Treatments** associated with behavioral problems whether or not the direct result of a covered **incident**.
16. Dental procedures, except as specifically provided. Gingivitis and progressive periodontal disease caused by the accumulation of tartar is not a covered expense. Root canals, caps and crowns are not covered services.
17. Any medical procedure or service that is characterized as experimental or investigational.
18. **Injuries** resulting from the use of **your pet** for guard security, organized fighting, coursing or track racing.
19. Post mortem and/or necropsy procedures or cremation.
20. Preventive and/or routine **treatment** or diagnostics intended to maintain the good health of **your pet** including but not limited to spaying and neutering (including neutering for cryptorchidism) except as specifically provided in Section 3, Coverage #8, **Preventive Care**.

## V. DEDUCTIBLE AND COINSURANCE:

### A. Deductible

**You** are responsible for meeting the **deductible** (amount shown on the **declarations page**) before the **coinsurance** will be applied to covered services. **Deductible** amounts have to be filed by claim with **us**. The amount and frequency of the **deductible** is shown on the **declarations page**.

### B. Coinsurance

The **policy** is issued on a **coinsurance** basis, where, in the event of a covered **incident**, **your** contribution towards the cost of the allowable and covered **treatments** provided by a veterinarian will be the percentage shown on the **declarations page** as **coinsurance** after **you** have met the applicable **deductible**.

## VI. GENERAL CONDITIONS:

1. Territory: This **policy** only applies to losses that occur and are treated within the United States, its territories and possessions, and Canada. No coverage exists for an **incident** or **treatment** that occurs outside of the above territories.
2. Other Insurance: If a claim arises under this insurance and there is any other insurance providing coverage to the **policy holder's pet**, this **policy** shall be deemed to be excess insurance. This **policy** will only respond to any claim costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, always subject to the terms and conditions of this **policy**.
3. The **policy holder's pet** must receive an annual physical exam; all prescribed vaccines; heartworm, flea and tick prevention recommended by **your veterinarian**. There is no coverage provided for these conditions in the event that the recommendations have not been carried out; including any **illness** or **injury** that may occur from not spaying or neutering **your pet** as recommended by **your veterinarian**.
4. Ownership: It is represented that **you** are the owner of **your pet**.
5. Transferability: Coverage for **your pet** will cease if ownership is transferred by agreement or law.
6. Conformity to State Statutes: If any **policy** provisions contained herein conflict with the statutes of the state in which this **policy** is issued, the provisions shall be considered amended to conform to the requirements of that State.

## VII. CANCELLATION AND NONRENEWAL:

### A. Cancellation and Nonrenewal

1. The **policy holder** shown in the **Declarations** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this policy by mailing or delivering to the **policy holder** written notice of cancellation at least:
  - a) 20 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
  - b) 60 days before the effective date of cancellation if **we** cancel for any other reason.

3. **We** will mail or deliver our notice to the **policy holder's** last mailing address known to **us**.
4. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
5. If this **policy** is cancelled, **we** will send the **policy holder** any premium refund due. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Return of Premium: If **we** cancel the **policy**, for any reason, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata basis. If **you** cancel the **policy**, for any reason not stated in Section B, Free Look Period, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.
8. Misrepresentation and Fraud: This **policy** may be voided if **you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the animal(s) covered; or in case of fraud or attempted fraud by **you** concerning any matter relating to this insurance or the animal(s) covered.

#### **B. 'Free Look' Period:**

When **you** receive the **policy** documents, if **you** are not satisfied with the **policy**, return it to **us** within 30 days of the coverage effective date. **We** will then cancel **your** insurance and refund **your** premium in full, as long as **you** have not submitted a claim. If **you** cancel the **policy** after submitting a claim, or 30 days from the inception date, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.

#### **VIII. CLAIMS CONDITIONS:**

1. In the event **you** incur a loss **you** must do the following things:
  - Notify **us** by filing a completed claim form with **us** as soon as practicable and not later than 180 days after the first date of **treatment**. Claims filed 181 days after the first date of **treatment** will be denied.
  - Provide to **us** invoices from **your** treating **veterinarian** itemizing the services performed, products provided and the itemized charges for **treatment**.
  - Provide to **us** the name, address and signature of the treating **veterinarian** on the claim form.
  - **We** have the right to request further information either directly from a **veterinarian** or from **you** to investigate any claim.
  - **We**, at our expense, have the right to have any covered pet examined by a **veterinarian** of our choice as often as reasonably necessary while a claim is pending.
2. Subrogation: If, following a claim, **you** have rights to recover all or part of any payment **we** have made under this **policy**, those rights are transferred to **us**.
3. Right of Recovery: Payments made by **us** which exceed the amounts owed (after allowance for **deductible** and **coinsurance** clauses, if any) and payable hereunder, shall be recoverable by **us** from or among any persons, firms or corporations to or for whom such payments were made.
4. Fraudulent claims: If **you** or anyone acting on **your** behalf submits a fraudulent claim, all pending and future benefits under the **policy** will be forfeited with respect to **your policy**.
5. Action against **us**: No action can be taken against **us** unless **you** have complied with all of the terms and conditions of this **policy** and until ninety-one (91) days after proof of loss is filed and

the amount of loss is determined as provided in this **policy**. **You** will have 36 months from the date of loss to take legal action against **us** with respect to recovery of a claim under this **policy**.

6. Cooperation Clause: **You** must cooperate with **us** in the investigation or settlement of any claim.

In Witness Whereof, the company has caused this **policy** to be executed and attested and countersigned by a duly authorized representative of the company.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

of the Company identified in the Declarations

# PET HEALTHCARE POLICY WELLNESS PLUS

## Terms and Conditions

In return for having accepted **your** application for coverage and **your** premium **we** will provide insurance as described in this **policy**, including any endorsements referred to in **your declarations page**.

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

### I. DEFINITIONS:

Any word or expression to which a specific meaning has been attached will have the same meaning throughout this **policy**. For ease of reading the definitions are highlighted by the use of bold print.

**Accident** is an unforeseen, unpreventable occurrence that causes **injury to your pet**.

**Congenital Condition** means an **illness**, disease or anomaly that existed at or dated from the birth of **your pet**. **Congenital conditions** are considered **pre-existing**.

**Coinsurance** means **your** share of the claim which **you** are responsible for after meeting the **deductible**. The **policy** is issued on a **coinsurance** basis.

**Declarations Page** is the page sent to **you** as the **policy holder** with specific information about the **policy** such as but not limited to: effective date, expiration date and the amount of **deductible** and **coinsurance**.

**Deductible** is the portion of a covered loss **you** pay before **we** become responsible for benefits under the **policy**. The amount and frequency of the **deductible** is shown on the **declarations page**.

**Illness** means physical disease, sickness, infection, condition or failure which is not caused by **injury**.

**Incident** means a specifically identifiable **accident, injury, or illness**. Recurring, related and/or chronic conditions shall be considered as one **incident**.

**Injury** means physical damage or trauma caused by an **accident**.

**Medically Necessary** means medical services, supplies or treatments provided by a **veterinarian** to treat covered pets which are: a) consistent with symptoms or diagnosis; b) appropriate and accepted according to good veterinary practice standards; c) not primarily for the convenience of the pet owner, **veterinarian** or other providers; and d) consistent with the most appropriate supply or level of services which can safely be provided to the pet.

**Pet** refers to the animal listed on the **declarations page**.

**Policy** means the terms and conditions and most recent **declarations page** which includes any endorsements that apply.

**Policy Period** means the time period specified on the **declarations page** beginning on the effective date and ending on the expiration date. All effective and expiration dates are as of 12:01 AM in the time zone of the **policy holder**.

**Pre-existing Condition** means any disease, **illness** or **injury** which occurred or existed prior to the original effective date of the **policy**.

**Prescription Medications** means any medicine or drug that is dispensed only with a written prescription from a **veterinarian**.

**Preventive Care** means **treatment** intended for the prevention of an **illness** or condition as opposed to **treatment** of a specifically identifiable **accident, injury, illness** or condition which occurs during the **policy period**.

**Reasonable and Customary Charges** mean the typical fees charged by **veterinarians** for a particular **treatment**, service or product in the general geographic area where **your pet** received **treatment**.

**Treatment** means any examination, consultation, advice, service, diets, tests, x-rays, medication (prescribed or not prescribed), surgery, nursing and care provided or prescribed by a licensed **veterinarian**.

**Veterinarian** means a physician for animals and a practitioner of veterinary medicine. **Veterinarian** shall not include a member of the pet owner's immediate family.

**We/Us/Our** (also **Insurer**) means the company administering the insurance.

**You/Your** (also **Policy Holder**) refers to the individual named as the **policy holder** on the **declarations page**.

## II. COVERAGE LIMITS:

Coverage is provided for **accidents** and **illnesses** occurring to **your pet** during the **policy period**. The most **we** shall pay for one **illness** or **injury** shall not exceed the amount shown on the **declarations page** as per-incident maximum. The most **we** shall pay during the **policy period** for all covered costs that result from covered **illnesses** or **injuries** shall not exceed the amount shown on the **declarations page** as **policy** limit.

## III. COVERAGES (what is covered):

Unless excluded elsewhere in this **policy**, **we** will allow for the **reasonable and customary charges you** incur for veterinary fees that result from a covered **illness** or **injury**, to **your** listed **pet**. In the case of ongoing treatment, at **policy** renewal, covered services will be processed subject to the **coinsurance** and per-incident maximums of the **policy** in effect at onset of **incident**.

1. **Veterinary treatment:**  
**Medically necessary** procedures required to treat a current covered **illness** or **injury**.
2. **Prescription medications:**  
**Medically necessary prescription medications** as prescribed by a **veterinarian** to treat a current covered **illness** or **injury**.
3. **Diagnostic procedures:**  
**Medically necessary** x-rays, laboratory tests and procedures necessary to diagnose a current **illness** or **injury** that is showing symptoms.
4. **Surgical treatment:**  
**Medically necessary** surgical **treatment** for a current covered **illness** or **injury**.
5. **Dental services:**  
**Medically necessary** services associated with abscessed, diseased or broken permanent teeth.
6. **Hospitalization/Confinement:**  
**Medically necessary** confinement of **your pet** at a **veterinarian's** premises or hospital while **your pet** is receiving **treatment** for a current covered **illness** or **injury**.
7. **Euthanasia:**  
Fees incurred for putting **your pet** to sleep (euthanasia) as long as it is recommended by a **veterinarian** as a result of a covered **illness, injury** or procedure.
8. **Preventive Care:**  
**We** will cover the following listed items:
  - a. One annual physical exam;
  - b. One dental prophylaxis (cleaning);
  - c. Monthly prescription flea and tick prevention (limited to 12 month supply per **policy period**);
  - d. One fecal exam;
  - e. One annual heartworm test and monthly **prescription preventive medication** (limited to 12 month supply per **policy period**);
  1. Prescribed annual vaccinations and boosters: Adenovirus, Bordetella, Canine Distemper, Chlamydia, Coronavirus, Hepatitis, Leptospirosis, Lyme, Parainfluenza, Parvovirus and Rabies in the case of dogs and Feline Infectious Enteritis, Feline Influenza, Panleukopenia, Rhinotracheitis, Calicivirus, Chlamydiosis and Rabies in the case of cats.
9. **Services to spay or neuter your pet.**

#### IV. EXCLUSIONS ( what is not covered):

1. Veterinary or any other fees to treat an **illness** that occurs or shows symptoms during the first 30 days of the **policy period**.
2. Veterinary or any other fees to diagnose or treat any **pre-existing illness, injury** or condition which existed prior to the original **policy period**.
3. Fees or expenses resulting from an **illness** or **injury** specifically excluded on the insurance **declarations page**.
4. Fees or expenses resulting from a non-covered procedure, **illness, injury** or service excluded by the **policy**.
5. Intentional, neglectful or preventable acts by **you** or a member of **your** household that results in **illness** or **injury to your pet**.
6. The cost of any elective **treatment**, including but not limited to: vaccine titers, cosmetic dentistry, docking of tails, cropping of ears, microchips, removal of dewclaws, removal of eyelashes, declawing, or tenectomy that **you** choose to carry out that is not directly related to a current covered **illness** or **injury**.
7. **Veterinarian** fees to treat any **illness** or **injury** related to breeding **your pet, your pet** being pregnant, and any **treatment** in connection with pregnancy or giving birth.
8. Grooming and nail clipping expenses.
9. Conditions always excluded: **congenital**/inherited conditions; eye conditions including aberrant cilia, dermoid, distichiasis, entropion/ectropion; CDRM (German Shepherd Dog Syndrome); chronic renal (kidney) failure; deciduous teeth (**illness** or **injury**); diabetes (insipidus or mellitus); elbow dysplasia (OCD, FCP, UAP); hemophilia; congenital heart problems including murmurs, failure, cardiomegaly (enlargement of the heart); hip dysplasia; congenital liver conditions; obesity (not due to an underlying medical condition); OCD (including but not limited to the hock, elbow, carpus and shoulder); osteoarthritis; congenital shunts to include portostymic shunt; elongated soft palate; stenotic nares; spondylosis; Von Willebrand's disease; luxating patella; umbilical hernia.
10. House calls, hospitalization, ambulance or boarding charges, unless the veterinarian confirms that they are **medically necessary**.
11. Food, vitamins and nutritional supplements.
12. Alternative medicine including holistic, herbal, homeopathic, acupuncture or chiropractic **treatments**.
13. Any fee charged by your veterinarian for medical records or to complete a claim form.
14. Traveling expenses incurred either by **you** or **your veterinarian**.
15. **Treatments** associated with behavioral problems whether or not the direct result of a covered **incident**.
16. Dental procedures, except as specifically provided. Gingivitis and progressive periodontal disease caused by the accumulation of tartar is not a covered expense. Root canals, caps and crowns are not covered services.
17. Any medical procedure or service that is characterized as experimental or investigational.
18. **Injuries** resulting from the use of **your pet** for guard security, organized fighting, coursing or track racing.
19. Post mortem and/or necropsy procedures or cremation.
20. Preventive and/or routine **treatment** or diagnostics intended to maintain the good health of **your pet** except as specifically provided in Section 3, Coverage #8, **Preventive Care**.

## V. DEDUCTIBLE AND COINSURANCE:

### A. Deductible

You are responsible for meeting the **deductible** (amount shown on the **declarations page**) before the **coinsurance** will be applied to covered services. **Deductible** amounts have to be filed by claim with **us**. The amount and frequency of the **deductible** is shown on the **declarations page**.

### B. Coinsurance

The **policy** is issued on a **coinsurance** basis, where, in the event of a covered **incident**, **your** contribution towards the cost of the allowable and covered **treatments** provided by a veterinarian will be the percentage shown on the **declarations page** as **coinsurance** after **you** have met the applicable **deductible**.

## VI. GENERAL CONDITIONS:

1. Territory: This **policy** only applies to losses that occur and are treated within the United States, its territories and possessions, and Canada. No coverage exists for an **incident** or **treatment** that occurs outside of the above territories.
2. Other Insurance: If a claim arises under this insurance and there is any other insurance providing coverage to the **policy holder's pet**, this **policy** shall be deemed to be excess insurance. This **policy** will only respond to any claim costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, always subject to the terms and conditions of this **policy**.
3. The **policy holder's pet** must receive an annual physical exam; all prescribed vaccines; heartworm, flea and tick prevention recommended by **your** veterinarian. There is no coverage provided for these conditions in the event that the recommendations have not been carried out; including any **illness** or **injury** that may occur from not spaying or neutering **your pet** as recommended by **your** veterinarian.
4. Ownership: It is represented that **you** are the owner of **your pet**.
5. Transferability: Coverage for **your pet** will cease if ownership is transferred by agreement or law.
6. Conformity to State Statutes: If any **policy** provisions contained herein conflict with the statutes of the state in which this **policy** is issued, the provisions shall be considered amended to conform to the requirements of that State.

## VII. CANCELLATION AND NONRENEWAL:

### A. Cancellation and Nonrenewal

1. The **policy holder** shown in the **Declarations** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this **policy** by mailing or delivering to the **policy holder** written notice of cancellation at least:
  - a) 20 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
  - b) 60 days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver our notice to the **policy holder's** last mailing address known to **us**.

4. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
5. If this policy is cancelled, **we** will send the **policy holder** any premium refund due. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Return of Premium: If **we** cancel the **policy**, for any reason, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata basis. If **you** cancel the **policy**, for any reason not stated in Section B, Free Look Period, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.
8. Misrepresentation and Fraud: This **policy** may be voided if **you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the animal(s) covered; or in case of fraud or attempted fraud by **you** concerning any matter relating to this insurance or the animal(s) covered.

### **B. 'Free Look' Period:**

When **you** receive the **policy** documents, if **you** are not satisfied with the **policy**, return it to **us** within 30 days of the coverage effective date. **We** will then cancel **your** insurance and refund **your** premium in full, as long as **you** have not submitted a claim. If **you** cancel the **policy** after submitting a claim, or 30 days from the inception date, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.

### **VIII. CLAIMS CONDITIONS:**

1. In the event **you** incur a loss **you** must do the following things:
  - Notify **us** by filing a completed claim form with **us** as soon as practicable and not later than 180 days after the first date of **treatment**. Claims filed 181 days after the first date of **treatment** will be denied.
  - Provide to **us** invoices from **your** treating **veterinarian** itemizing the services performed, products provided and the itemized charges for **treatment**.
  - Provide to **us** the name, address and signature of the treating **veterinarian** on the claim form.
  - **We** have the right to request further information either directly from a **veterinarian** or from **you** to investigate any claim.
  - **We**, at our expense, have the right to have any covered pet examined by a **veterinarian** of our choice as often as reasonably necessary while a claim is pending.
2. Subrogation: If, following a claim, **you** have rights to recover all or part of any payment **we** have made under this **policy**, those rights are transferred to **us**.
3. Right of Recovery: Payments made by **us** which exceed the amounts owed (after allowance for **deductible** and **coinsurance** clauses, if any) and payable hereunder, shall be recoverable by **us** from or among any persons, firms, or corporations to or for whom such payments were made.
4. Fraudulent claims: If **you** or anyone acting on **your** behalf submits a fraudulent claim, all pending and future benefits under the **policy** will be forfeited with respect to **your policy**.
5. Action against **us**: No action can be taken against **us** unless **you** have complied with all of the terms and conditions of this **policy** and until ninety-one (91) days after proof of loss is filed and the amount of loss is determined as provided in this **policy**. **You** will have 36 months from the date of loss to take legal action against **us** with respect to recovery of a claim under this **policy**.
6. Cooperation Clause: **You** must cooperate with **us** in the investigation or settlement of any claim.

In Witness Whereof, the company has caused this **policy** to be executed and attested and countersigned by a duly authorized representative of the company.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

of the Company identified in the Declarations



**PET HEALTHCARE POLICY**

**Markel Insurance Company  
P.O. Box 3870  
Glen Allen, VA 23058  
(Hereinafter called the Company)**

**[PLAN NAME]  
PET HEALTH INSURANCE DECLARATIONS PAGE**

**POLICY NUMBER** [policy\_id]  
**POLICY HOLDER** [first\_name][last\_name]  
**ADDRESS** [address 1]  
[address 2]  
[city],[state] [zip code]  
**NAME OF PET** [pet name]  
**SPECIES** [dog/cat]  
**BREED** [breed]  
**COLOR** [color]  
**GENDER** [gender]  
**DATE OF BIRTH** [DOB]  
**POLICY PERIOD** Effective from:[00/00/0000]  
to:[00/00/0000] at 12:01am at the address  
of the Insured shown above  
**WAITING PERIOD** See Terms and Conditions  
**LIMIT PER INJURY OR ILLNESS** \$[limit\_per\_illness]  
**COVERAGE LIMIT** \$[limit\_per\_pet]  
**POLICY PERIOD DEDUCTIBLE** \$[deductible] [per Incident/Policy Period]  
**CO-INSURANCE** [co-insurance]%  
**PREMIUM** \$[premium] per Policy Period  
**PAYMENT PLAN** [Frequency] (1 \$[prem]  
payment)/(1\$[prem] payment & 10  
\$[prem] subsequent payments, which  
includes a \$[fee] billing fee)  
**FORMS & ENDORSEMENTS ATTACHED** Terms & Conditions  
**AGENT** PetPartners, Inc.  
**COUNTERSIGNED ON** 00/00/0000

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Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

## **ARKANSAS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

PET HEALTHCARE ESSENTIAL  
PET HEALTHCARE WELLNESS  
PET HEALTHCARE WELLNESS PLUS  
PET HEALTHCARE ACCIDENT ONLY

- A. CLAIMS CONDITIONS, Section VIII, Number 4 is deleted and replaced with the following:
4. Action against **us**: No action can be taken against **us** unless **you** have complied with all of the terms and conditions of this **policy** and until thirty (30) days after proof of loss is filed and the amount of loss is determined as provided in this **policy**. **You** will have five (5) years from the date of loss to take legal action against **us** with respect to recovery of a claim under this **policy**.

All other terms and conditions remain unchanged.

## **Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

|                         |   |                                   |            |
|-------------------------|---|-----------------------------------|------------|
| <b>Satisfied -Name:</b> | Uniform Transmittal Document-<br>Property & Casualty    | <b>Review Status:</b><br>Approved | 08-01-2007 |
| <b>Comments:</b>        |   |                                   |            |
| <b>Attachment:</b>      | NAIC PCTD.pdf   |                                   |            |
| <b>Satisfied -Name:</b> | Cover Letter  | <b>Review Status:</b><br>Approved | 08-01-2007 |
| <b>Comments:</b>        |   |                                   |            |
| <b>Attachment:</b>      | Cover Letter.pdf  |                                   |            |
| <b>Satisfied -Name:</b> | Filing Memorandum                                       | <b>Review Status:</b><br>Approved | 08-01-2007 |
| <b>Comments:</b>        |   |                                   |            |
| <b>Attachment:</b>      | Filing Memo.pdf   |                                   |            |
| <b>Satisfied -Name:</b> | Licensed agents' information                            | <b>Review Status:</b><br>Approved | 08-01-2007 |
| <b>Comments:</b>        |   |                                   |            |
| <b>Attachments:</b>     | Bruce Kay.pdf<br>PetPartners.pdf<br>Heather Privett.pdf |                                   |            |

## Property & Casualty Transmittal Document

|   |   |              |  |                  |  |
|---|---|--------------|--|------------------|--|
| <b>1. Reserved for Insurance Dept. Use Only</b> | <b>2. Insurance Department Use only</b><br>a. Date the filing is received:<br>b. Analyst:<br>c. Disposition:<br>d. Date of disposition of the filing:<br>e. Effective date of filing:<br><table style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #:<br>g. SERFF Filing #:<br>h. Subject Codes | New Business |  | Renewal Business |  |
| New Business                                    |   |              |  |                  |  |
| Renewal Business                                |   |              |  |                  |  |

|                      |                     |
|----------------------|---------------------|
| <b>3. Group Name</b> | <b>Group NAIC #</b> |
| Markel Corporation   | 785                 |

| 4. Company Name(s)       | Domicile | NAIC # | FEIN #     | State # |
|--------------------------|----------|--------|------------|---------|
| Markel Insurance Company | IL       | 38970  | 36-3101262 |         |
|                          |          |        |            |         |
|                          |          |        |            |         |
|                          |          |        |            |         |
|                          |          |        |            |         |

|                                   |                  |
|-----------------------------------|------------------|
| <b>5. Company Tracking Number</b> | <b>0705FF064</b> |
|-----------------------------------|------------------|

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

| 6. | Name and address   | Title   | Telephone #s                | FAX #          | e-mail                |
|----|--|---|-----------------------------|----------------|-----------------------|
|    | Deidre Balbuena<br>4600 Cox Road<br>Glen Allen, VA 23060 | VP, Director<br>Product &<br>Regulatory<br>Services | 1-800-431-1270<br>Ext. 7941 | 1-804-527-7900 | wmejia@markelcorp.com |
|    |  |   |                             |                |                       |

|  |  |
|--|--|
| 7. Signature of authorized filer         |  |
| 8. Please print name of authorized filer | Deidre Balbuena  |

**Filing information** (see General Instructions for descriptions of these fields)

|     |  |  |
|-----|--|--|
| 9.  | Type of Insurance (TOI)  | Commercial Inland Marine   |
| 10. | Sub-Type of Insurance (Sub-TOI)  | Animal Insurance   |
| 11. | State Specific Product code(s)(if applicable)[See State Specific Requirements] |  |
| 12. | Company Program Title (Marketing title)  | Pet Healthcare   |
| 13. | Filing Type  | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules<br><input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms<br><input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. | Effective Date(s) Requested  | New: 10-01-2007    Renewal: N/A  |

## Property & Casualty Transmittal Document---

|     |  |   |
|-----|--|---|
| 15. | Reference Filing?                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| 16. | Reference Organization (if applicable) | N/A   |
| 17. | Reference Organization # & Title       | N/A   |
| 18. | Company's Date of Filing               | 07-17-2007  |
| 19. | Status of filing in domicile           | <input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved |

|     |   |           |
|-----|---|-----------|
| 20. | This filing transmittal is part of Company Tracking # | 0705FF064 |
|-----|---|-----------|

|     |  |  |
|-----|--|--|
| 21. | <b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text] |  |
|-----|--|--|

Markel Insurance Company wishes to file the enclosed forms for a new Pet Healthcare Policy benefiting the owners of dogs and cats.

This insurance coverage would indemnify the pet owner for medical expenses incurred for the treatment of injuries, illness and preventative care (when applicable) that occur during the policy term. The aging baby boom generation and their affinity to pet ownership combined with the increasing sophistication and availability of veterinarian medicine has made pet healthcare a more likely alternative as pet's age and suffer inevitable medical problems. We believe that financing such care through Pet Healthcare insurance will become an increasingly attractive alternative to what might otherwise be material out-of pocket expense or worse, the painful choice to euthanize a pet.

We wish to utilize this filing with an effective date on or after October 1, 2007.

|   |   |  |
|---|---|--|
| 22.   | <b>Filing Fees</b> (Filer must provide check # and fee amount if applicable)<br>[If a state requires you to show how you calculated your filing fees, place that calculation below] |  |
| <p><b>Check #:</b> 1000093622<br/> <b>Amount:</b> \$50.00</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p> |   |  |

**\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**



## MARKEL INSURANCE COMPANY

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4600 Cox Road Glen Allen, Virginia 23060-9817 P.O. Box 3870, Glen Allen, Virginia 23058-3870  
(804) 527-2700 (800) 431-1270 Fax (804) 527-7915

July 17, 2007

Honorable Julie Benafield Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

Re: Markel Insurance Company, NAIC 785-38970  
Pet Healthcare Policy- Form Filing  
Company File No. 0705FF064

Honorable Bowman:

Markel Insurance Company wishes to file the enclosed forms for a Pet Healthcare Policy benefiting the owners of dogs and cats.

This insurance coverage would indemnify the pet owner for medical expenses incurred for the treatment of injuries, illness and preventative care (when applicable) that occur during the policy term. The aging baby boom generation and their affinity to pet ownership combined with the increasing sophistication and availability of veterinarian medicine has made pet healthcare a more likely alternative as pet's age and suffer inevitable medical problems. We believe that financing such care through Pet Healthcare insurance will become an increasingly attractive alternative to what might otherwise be material out-of pocket expense or worse, the painful choice to euthanize a pet.

An explanatory memorandum is enclosed which details the contents of the proposed filing.

We wish to utilize this filing with an effective date on or after October 1, 2007. Should you have any questions regarding this filing, please contact Meiji Mejia by phone at (800) 431-1270, ext. 7941, by mail at the above address, or by e-mail at [wmejia@markelcorp.com](mailto:wmejia@markelcorp.com).

Sincerely,

A handwritten signature in cursive script that reads "Deidre Balbuena".

Deidre Balbuena  
Vice President  
Product and Regulatory Services

**Markel Insurance Company**  
**Pet Healthcare Policy**  
**Explanatory Memorandum**

The Pet Healthcare Policy that covers pets for Accident and Sickness benefits. There are 4 different coverage forms available which can utilize varied limits, deductibles, co-pays and the provision of certain preventive coverage (including spay and neuter). The choice of the coverage form is left to the individual consumer and is reflected in the proposed rate structure. The product is administered virtually entirely via the internet.

The insured (pet owner or representative) has the opportunity to sign up for this coverage within 60 days of enrollment with the AKC (American Kennel Club) or the CFA (Cat Fancier Association).

Rating, located on manual pages MIC-PH-1 thru MIC-PH-7, is being submitted under separate cover. The following is a listing of the forms that will be used for this program:

**MPH100-A (03/07) – Accident Only**

This coverage form describes in detail terms, conditions, definitions, coverage limits, deductibles, coinsurance, exclusions, general conditions, cancellation, non-renewal & claims procedures. The only variables in the plan option here are the limits, coinsurance and deductibles chosen (reflected on the proposed rate structure). This coverage form excludes any conditions not related to a covered listed accident.

**MPH100-E (03/07) – Essential**

This coverage form describes in detail terms, conditions, definitions, coverage limits, deductibles, coinsurances, exclusions, general conditions, cancellation, non-renewal & claims procedures. The only variables in the plan option here are the limits, coinsurance and deductibles chosen (reflected on the proposed rate structure). This coverage form excludes preventive care and spay and neuter.

**MPH100-W (03/07) – Wellness**

This coverage form describes in detail terms, conditions, definitions, coverage limits, deductibles, coinsurances, exclusions, general conditions, cancellation, non-renewal & claims procedures. The only variables in the plan option here are the limits, coinsurance and deductibles chosen (reflected on the proposed rate structure). This coverage form includes preventive care and excludes spay and neuter.

**MPH100-WP (03/07) – Wellness Plus**

This coverage form describes in detail terms, conditions, definitions, coverage limits, deductibles, coinsurances, exclusions, general conditions, cancellation, non-renewal & claims procedures. The only variables in the plan option here are the limits, coinsurance and deductibles chosen (reflected on the proposed rate structure). This coverage form includes preventive care and also includes spay and neuter.

**MPH101 (03/07) – Markel Pet Health Declarations Page**

This form is to show important policy information such as policy number, policyholder, name of pet, description of pet, coverage period, coverage limit, deductible, coinsurance, premium, payment plan and any attachments necessary (state specific forms) The below grid identifies how the Declarations Page may vary.

**MPH128-AR (03/07) – Arkansas Amendatory Endorsement**

|                                  | <b>Plan 1</b>     | <b>Plan 2</b>      | <b>Plan 3</b>                                   | <b>Plan 4</b>  |
|----------------------------------|-------------------|--------------------|---|--|
| <b>Declaration Page Elements</b> | <b>Accident</b>   | <b>Essential</b>   | <b>Wellness</b><br><i>*Excludes Spay/Neuter</i> | <b>Wellness Plus</b><br><i>*Includes Spay/Neuter</i> |
| Limit Per Injury or Illness      | \$2,000           | \$1,500            | \$5,000   | \$5,000  |
| Coverage Limit                   | \$8,000           | \$11,000           | \$13,000  | \$13,000   |
| Coverage Period Deductible       | \$75 per incident | \$125 per incident | \$125 annual                                    | \$125 annual   |
| Co-Insurance                     | 10%               | 10%                | 20%   | 20%  |

# State of Arkansas

## ARKANSAS INSURANCE DEPARTMENT

KAY, BRUCE ALAN

IS LICENSED TO ENGAGE IN THE BUSINESS OF INSURANCE IN THE STATE OF ARKANSAS IN THE CAPACITY STATED BELOW, SUBJECT TO APPLICABLE LAWS AND RULES.

LICENSE NUMBER 1691

LICENSE TYPE  
Non-Resident Producer Agent

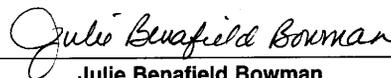
EFFECTIVE DATE  
09/20/2006

QUALIFICATIONS  
CAS, LI, PROP, SUR, MAR, AHS

EXPIRATION DATE  
09/19/2007



Mike Huckabee  
Governor



Julie Benafield Bowman  
Insurance Commissioner

# State of Arkansas

## ARKANSAS INSURANCE DEPARTMENT



Mike Huckabee, Governor  
Julie Benafield Bowman, Insurance Commissioner

# State of Arkansas

## ARKANSAS INSURANCE DEPARTMENT

KAY, BRUCE ALAN

Is licensed to engage in the business of insurance in the State of Arkansas in the capacity stated below, subject to applicable laws and rules.

LICENSE TYPE  
Non-Resident Producer Agent

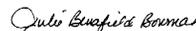
EFFECTIVE DATE  
09/20/2006

QUALIFICATIONS  
CAS, LI, PROP, SUR, MAR,  
AHS

EXPIRATION DATE  
09/19/2007



Mike Huckabee  
Governor



Julie Benafield Bowman  
Insurance Commissioner

**Business Entity Search, page 2**

|                        |                     |
|------------------------|---------------------|
| <b>Entity Name</b>     | PetPartners, Inc    |
| <b>Mailing Address</b> | P O Box 37940       |
|                        | Raleigh, NC 27606   |
| <b>License Issued</b>  | 10/01/2006          |
| <b>License Expires</b> | 09/30/2007          |
| <b>Description</b>     | Non-Resident Agency |
| <b>Lic Type</b>        | NG                  |

**Entity Qualifications(2)**

| Qualifications | Description | Status | Issue Date |
|----------------|-------------|--------|------------|
| CAS            | Casualty    | Active | 07/30/2007 |
| PROP           | Property    | Active | 07/30/2007 |

**Entity Associations(1)**

| Last Name          | Begin Date | End Date |
|--------------------|------------|----------|
| Privett, Heather R | 07/30/2007 |          |

**Entity Appointments(0)**

| Company Name | Qualifications | Active Date | Cancel Date | Reason |
|--------------|----------------|-------------|-------------|--------|
| No records   |                |             |             |        |

## Agent Search, page 2

|  |                             |
|--|-----------------------------|
| <b>License</b>                                     | 310522                      |
| <b>Name</b>  | Heather R Privett           |
| <b>Mailing Address</b>                             | P O Box 37940               |
|  | Raleigh, NC 27627           |
| <b>License Issued</b>                              | 07/30/2007                  |
| <b>License Expires</b>                             | 03/22/2008                  |
| <b>License Description</b>                         | Non-Resident Producer Agent |
| <b>Lic Type</b>                                    | NA                          |
| <b>View Additional Licenses</b> <a href="#">NB</a> |                             |

## Qualifications(2)

| Qualification | Description | Status | Issue Date |
|---------------|-------------|--------|------------|
| CAS           | Casualty    | Active | 07/30/2007 |
| PROP          | Property    | Active | 07/30/2007 |

## Associations(1)

| Organization     | Begin Date | End Date |
|------------------|------------|----------|
| PetPartners, Inc | 07/30/2007 |          |

## Appointments(0)

| Company | Agency | Type | Issue Date | Cancel Date | Reason |
|---------|--------|------|------------|-------------|--------|
|---------|--------|------|------------|-------------|--------|

No records

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