

<https://www.healthypawspetinsurance.com/legal>

## Consent to Electronic Transactions

Healthy Paws Pet Insurance LLC ("Healthy Paws," "we," "our") and ACE American Insurance Company, a Chubb Company, and its affiliated insurers in the Chubb Group (collectively, "Chubb" and together with Healthy Paws, "us") are providing you with the option to apply for pet insurance electronically for your pet through the healthypawspetinsurance.com website and the Healthy Paws Internet Customer Center ("Customer Center") and to receive the documents described in this consent electronically through email to your email address on record or via posting to your Customer Center.

By clicking "I agree", you agree and consent to receiving electronically all documents that Healthy Paws and Chubb are required to provide in writing in connection with your pet health insurance transactions, including but not limited to any application for insurance made or insurance policy issued through the Customer Center and to use your electronic signature in conjunction with such insurance applications. This will not preclude you from receiving physical mail when required by law.

You consent that all your pet insurance documentation will be transacted by electronic means, if permitted by your state, including but not limited to your insurance policy; policy documentation; endorsement documents; policyholder notices; notices of cancellation and non-renewal; signature pages; premium increase or conditional renewal notices; applications; alerts and communications relating to your policy; invoices; claims communications and forms; claim acknowledgements; and, coverage letters and positions.

You consent to submitting and receiving all claim documentation electronically through the email address on file or via posting to your Customer Center.

This consent for electronic delivery is effective immediately and will remain in effect until you withdraw it. Importantly, if you choose to access your documents electronically, this does not affect the validity, legal effect, or enforceability of such insurance related documents.

While we reserve the right to modify the terms of this consent, we will not do so without first providing you with notice of any changes. The modified terms will apply to you and will be binding unless you withdraw your consent to electronic delivery.

We and Chubb may also use your Electronic Signature for documents that require your legal signature. You consent that your Electronic Signature has the same legal effect as if you affixed your signature by hand and will be deemed valid, authenticated and binding. For purpose of this consent, "Electronic Signature" means an electronic sound, symbol or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to be bound by such contract or record.

Electronic documents will be delivered to you either through an email to your email address on record, or by posting to the Customer Center. To view all documentation you will need to login through the Customer Center at <https://myaccount.healthypawspetinsurance.com/>.

In order to obtain, download and view all electronic documentation you must have the following hardware or software system requirements in place.

- An electronic device capable of receiving, accessing and displaying or printing or storing communications received from us in an electronic form.
- Adobe PDF Reader v11.0
- System Requirements:

-OS: Windows 7 or higher Internet Explorer v11 or higher Firefox v45.7 or higher Chrome v40 or higher
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-OS: Mac OS X 10.9 or higher Safari 9.0 or higher Firefox v45.7 or higher Chrome v40 or higher
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By clicking "I agree", you affirm that your computer system meets the hardware and software requirements for receiving policies, endorsements and other related documents.

It is your responsibility to download and store records and all documents made available to you through the Customer Center. We may at our sole discretion discontinue availability of this site at any time, without further notice to you.

You agree to notify Healthy Paws promptly if your mailing address, e-mail address or other delivery information changes by contacting [help@healthypawspetinsurance.com](mailto:help@healthypawspetinsurance.com) or via our toll-free number at 1-855-898-8991. We will notify you in the event of any changes regarding hardware or software requirements necessary to receive documents and other related documents electronically. However, it is your duty to notify us if you are unable to access the documentation made electronically available to you.

You may at any time request a print copy of your documents in lieu of or in addition to access via the Customer Center. You may withdraw your consent to electronic transactions at any time by sending a request in writing to [help@healthypawspetinsurance.com](mailto:help@healthypawspetinsurance.com) or via our toll-free number at 1-855-898-8991. All other requests, notices and other communications from you under this consent must be made to us in writing by contacting [help@healthypawspetinsurance.com](mailto:help@healthypawspetinsurance.com) or via our toll-free number at 1-855-898-8991.

You have the option to receive all covered claim payments as an electronic payment via automated clearing house (direct) deposit into your checking or savings account. Healthy Paws will not impose any fees on you for choosing to accept your payments electronically, but your financial institution may impose a fee or charge. By checking the "I agree", you are accepting this offer and consenting to accept your claim payments electronically.

Agreeing to this method of receiving your claim payments is voluntary. Your payments received through electronic transfer may be subject to attachment or garnishment if your account is subject to the same.

Selecting "I agree" constitutes your electronic signature.

By selecting the "I agree" box I confirm that:

- I have the requisite authority to provide such consent.
- I have read and consent to these terms and conditions.
- I have access including the ability to print and save documents for future reference.
- I agree to receiving documents electronically including all notices, alerts, and communications.
- I AGREE TO RECEIVE ALL MAILINGS AND COMMUNICATIONS ELECTRONICALLY. SUCH ELECTRONIC MAILING OR COMMUNICATIONS MAY EVEN INCLUDE CANCELLATION OR NONRENEWAL NOTICES.

## Conditions for Use

Welcome to HealthyPawsPetInsurance.com. Healthy Paws Pet Insurance® LLC (hereinafter "Healthy Paws") maintains this web site (the "Site") for your personal education, information, and communication. You may download only material displayed on the Site specifically identified as available for downloading. Such material is for noncommercial, personal use only provided you also retain all copyright and other proprietary notices contained on the materials. You may not, however, distribute, modify, transmit, reuse, repost or use the content of the Site for public or commercial purposes, including the text, images, audio and video without Healthy Paws' written permission.

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4. Images of people, animals, or places displayed on the Site are either the property of, or used with permission by, Healthy Paws. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions or specific permission provided elsewhere on the Site. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.
5. The trademarks, logos and service marks (collectively the "Trademarks") displayed on the Site are registered and unregistered Trademarks of Healthy Paws and others. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of the Trademark owner. Your misuse of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms and Conditions, is strictly prohibited.
6. Healthy Paws has not reviewed all the sites linked to the Site and is not responsible for the content of any other sites linked to the Site. Your linking to any other off-site pages or other sites is at your own risk.
7. Although Healthy Paws may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards, and the like on the Site, Healthy Paws is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information within such locations on the Site. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. Healthy Paws will fully cooperate with any law enforcement authorities or court order requesting or directing Healthy Paws to disclose the identity of anyone posting any such information or materials.
8. This Site may from time to time contain information relating to various medical, health and fitness conditions of pets and their treatment. This is for informational purposes only and is not meant to be a substitute for the advice provided by your own veterinarian or other medical professional. You should not

use the information contained herein for diagnosing a pet's health or fitness problem or disease. You should always consult your own veterinarian and medical advisors.

9. Healthy Paws may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.

## Status of Healthy Paws

Healthy Paws Pet Insurance, LLC (HPPI) is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects.

In addition, HPPI may charge a fee for administrative services. Clicking the "Get Protected" button will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by HPPI. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by emailing [help@healthypawspetinsurance.com](mailto:help@healthypawspetinsurance.com) and requesting compensation information. In addition, premiums paid by Clients to HPPI for remittance to insurers, Client refunds and claim payments paid to HPPI by insurance companies for remittance to Clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, HPPI will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages HPPI and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by HPPI with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, HPPI may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where Aon participates in contingent commission arrangements with insurance companies, Aon may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

## Limitations of Liability

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$1,000,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against HPPI, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Group Member" of the "Aon Group"). Nothing in this liability limitation section implies that any Aon Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any Aon Group Member for a total amount in excess of this liability limitation, then you agree to indemnify HPPI for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by HPPI or any Aon Group Member that exceeds this liability limitation.

## **Other Disclosures**

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the [Aon website](#) for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

## **Recurring Payment**

By clicking the Get Protected button, you authorize Healthy Paws Pet Insurance to charge your credit card for the agreed upon amount. You understand the charge will recur monthly on the same date the policy became effective. For Pet Parents that enroll on the 28th to 31st of the month, the billing date defaults to the 28th for consistency due to the typical number of days in February. You understand that in order to cancel coverage, you need to notify Healthy Paws via regular mail, fax, email or verbally where permitted by your policy. We will return unearned premium on a pro rata basis. You understand this insurance policy constitutes a legally binding contract. Finally, you understand that policy amounts may be subject to change and if so, you will be notified via the email address you have provided.

Insurance offered by Healthy Paws Pet Insurance is provided by ACE American Insurance Company, Westchester Fire Insurance Company, Indemnity Insurance Company of North America, ACE Property and Casualty Insurance Company and Atlantic Employers Insurance Company and one or more of their U.S. based Chubb underwriting company affiliates. Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit our website at [www.chubb.com](http://www.chubb.com).

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