

This policy has been written in readable language to help **you** understand its terms.

PLEASE READ YOUR POLICY CAREFULLY

Pet Health Insurance

TABLE OF CONTENTS

	Page
Insuring Agreement	2
Part I - Definitions	2
Part II - Conditions	3
Part III - Coverage	4
Part IV - Exclusions	5
Part V - Limits of Insurance	8
Part VI - Other Terms and Conditions	8
Part VII - How To File A Claim	10
Part VIII - Appeals and Complaints	11



American Modern Home Insurance Company
A stock insurance company

Main Office Mailing Address:
P.O. Box 5323
Cincinnati, Ohio 45201-5323

Your policy is underwritten by American Modern Home Insurance Company, rated A+ by A.M.Best.



Embrace Pet Insurance Agency LLC

4530 Richmond Rd
Cleveland, Ohio 44128

Your policy is fully administered by Embrace Pet Insurance Agency.

INSURING AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

The Declarations and Schedule Page show the policy period, coverages, limits of liability and premiums. This policy is not complete without the Declarations and Schedule Pages.

PART I – DEFINITIONS

In this policy, "you" and "your" refer to the Named Insured shown in the Declarations and the spouse, if a resident of the resident premises. "We", "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **Accident(s)** means an unexpected or unintended event, which is specific as to place and time causing **Injury** to your **Pet**.
2. **Aggression** means an abnormal hostile response to an otherwise normal situation.
3. **Allowable Charge(s)** means the costs of the actual **Treatment(s)** provided by your **Veterinary Provider**.
4. **Alternative and Complementary Therapies** include but are not limited to acupuncture, chiropractic **Treatment**, hydrotherapy, and physiotherapy performed by a **Veterinarian** or a veterinary staff member under direct supervision of a **Veterinarian**.
5. **Ambulance** means a specialized land vehicle used for the sole purpose of transporting sick or injured **Pets**.
6. **Annual Maximum** is the maximum amount we will reimburse you per **Pet** in a period of insurance.
7. **Bilateral Condition** is a condition or disease that affects both sides of the body.
8. **Chronic Condition** is a detectable condition that, once developed, is deemed incurable or likely to continue for the remainder of a **Pet's** life.
9. **Claim** means your request for reimbursement of an amount under the terms of your policy for **Treatment** by a **Veterinary Provider** of your **Pet**.
10. **Clinical Signs** means changes in a **Pet's** normal healthy state, bodily function or behavior observed by you, a **Veterinarian**, or other observer.
11. **Coverage** is the insurance described in this policy.
12. **Deductible** is the annual amount you pay per **Pet** for **Treatments** covered by this policy before we will begin to reimburse you.
13. **Dental Illness** is an **Illness** affecting the teeth and/or gums including but not limited to gingivitis, stomatitis, epulis, attrition, and gingival hyperplasia. This does not include FORLs or **Illnesses** manifesting as oral diseases such as FELV gingivitis, feline bartonella infection, or auto-immune (eosinophilic) stomatitis.
14. **Dermatological Condition** means an **Illness** related to your **Pet's** skin and is deemed to include ear infections and skin lumps from skin irritation or infection, such as interdigital cysts from pododermatitis, but not conjunctivitis or parasitic infestations.
15. **Genetic Condition** means an **Illness** whose presence is determined by hereditary factors.
16. **Illness** means sickness, disease, or any change in a **Pet's** normal, healthy state, which is not caused by **Injury** to the **Pet**.
17. **Injury** means physical harm or damage to your **Pet**.
18. **Medical Director** means a **Veterinarian** who may be assigned by us to monitor and review the appropriateness of the services provided to the **Pet**, the reasonableness of the fees, and the relationship between conditions.
19. **Medically Necessary** means directly and materially related to a covered **Illness** or **Injury**, in our reasonable judgment.
20. **Medication** means any veterinary recommended items prescribed by your **Veterinarian** and approved by the Food and Drug Administration (FDA) of the United States or accepted for inclusion in the Homeopathic Pharmacopoeia of the United States for veterinary use. FDA-approved or Homeopathic Pharmacopoeia-included drugs available over the counter must be dispensed directly by your **Veterinarian** or compounded by a pharmacist under the guidance of your **Veterinarian**. Items purchased from an outside store or other pharmacy are not covered. **Medication** includes medical supplies required to administer those **Medications**.

- 21. Original Start Date** means the effective date when you were first continuously covered by a policy administered by Embrace Pet Insurance Agency, LLC unless otherwise stated on the Schedule Page.
- 22. Orthopedic Illness** means an **Illness** affecting or manifesting from the musculoskeletal system, which is made up of the body's bones (the skeleton), muscles, cartilage, tendons, ligaments, and joints, including intervertebral spaces and osteosarcoma.
- 23. Pet** is a cat or dog named and described in the Schedule Page(s) and both owned by you and residing with you.
- 24. Pet Original Start Date** means the effective date when that **Pet** was first covered by a policy administered by Embrace Pet Insurance Agency LLC, unless otherwise stated on the Schedule Page.
- 25. Preventative Care** means any **Treatment**, service or procedure, including but not limited to physical examinations, **Medications**, surgery, inoculations or laboratory procedures, for the purpose of prevention of **Injury** or **Illness** or for the promotion of general health, where there has been no **Injury** or **Illness**.
- 26. Professional Services** are diagnosing, treating, operating, or prescribing for any cat or dog **Illness** or **Injury**.
- 27. Pre-existing Condition(s)** means:
- A **Chronic Condition** observed by you or your **Veterinary Provider** prior to the end of the **Waiting Period** for your **Pet(s)** and any related conditions; or
 - An **Illness** or **Injury** that first occurred or showed **Clinical Signs** prior to the end of the **Waiting Period** for your **Pet** and any related conditions.
 - Undiagnosed** conditions with the same **Clinical Signs** as those in **a.** or **b.** above are also considered pre-existing.
- 28. Reimbursement Percentage** is the amount of the covered **Allowable Charge** for which you may be reimbursed.
- 29. Temporary Condition** means an abnormal **Clinical Sign** or diagnosis, which is likely to resolve. A **Temporary Condition** may become a **Chronic Condition**.
- 30. Treatment** means any examination, consultation, hospitalization, anesthesia, surgery, X-rays, MRI or CT scans, **Alternative or Complementary Therapies**, laboratory tests, nursing or other care provided and administered by a **Veterinary Provider**.
- 31. Undiagnosed** means the underlying or causative condition has not yet been identified.
- 32. Veterinarian** means a currently licensed Doctor of Veterinary Medicine.
- 33. Veterinary Provider** means a **Veterinarian**, veterinary technician or veterinary nurse currently licensed in the state in which **Treatment** is performed.
- 34. Waiting Period** means the time period where the policy's **Coverage** is restricted. For this policy, the time period is two (2) days for **Injuries** and fourteen (14) days for **Illnesses**, except for **Orthopedic** conditions for dogs where the **Waiting Period** is six (6) months.
- The **Waiting Period** starts from the **Pet Original Start Date**. Conditions that occur during the **Waiting Period** will be excluded from your policy's **Coverage** as **Pre-existing Conditions**. The **Waiting Period** also applies again when there are **Coverage** increases but is waived for policy renewals and Optional **Coverage** renewals.

PART II – CONDITIONS

- Your **Pet** must have been examined by a **Veterinarian** in the twelve (12) months prior to the **Pet Original Start Date** as shown on the Schedule Page(s). Or as soon as possible after the **Pet Original Start Date**. No **Coverage** is available until a fit **Veterinarian** has examined your **Pet**, and **Pre-existing Conditions**, if any, may be determined upon the date of the fit **Veterinarian's** examination.
- The examining **Veterinarian** for the purposes of medical information or for an **Orthopedic** examination cannot be you or be related to you.
- All **Treatment** must be performed by a **Veterinary Provider** that you may freely choose.
- You must arrange for a **Veterinarian** to examine and treat your **Pet** as soon as possible after it shows **Clinical Signs** of **Injury** or **Illness**.
- You are financially responsible to your **Veterinary Provider** for payment of all

Treatment.

6. Your **Pet(s)** must live with you and be under your regular care and supervision at the physical address zip code listed on the Declaration Page.
7. By buying a policy you give us permission to gather all medical history for your **Pet(s)** from all your **Veterinary Providers** as we deem necessary. The medical information must contain detailed **Veterinarian** examination findings and must be made available to us for review to satisfy the examination requirement in Part II.1.
8. The standard **Orthopedic** condition **Waiting Period** for dogs is six (6) months from the **Pet Original Start Date** shown on the Schedule Page for that dog.

You may apply to reduce the **Orthopedic Waiting Period** by having a **Veterinarian** perform, at your own expense, an **Orthopedic** examination on your dog and submitting the results to us for review.

The **Orthopedic** examination must occur on or after the **Pet Original Start Date** for that dog and the **Veterinarian** must complete, sign and date the "Canine **Orthopedic** Examination Report" form based on that **Orthopedic** examination, which we shall supply upon request. Upon review of the results of the **Orthopedic** examination, we may reduce the **Orthopedic Waiting Period** for some or all **Orthopedic** conditions to two (2) days for Injuries or fourteen (14) days for **Illnesses**, or from the **Orthopedic** examination date, whichever is later.

Our review of the Canine **Orthopedic** Examination Report only addresses the length of the **Orthopedic Waiting Period**. A complete review of your dog's medical information to determine **Pre-Existing Conditions** is not performed as part of this review and must be requested separately. Regardless of when the medical history is reviewed, any condition noted in the medical history prior to the end of the **Orthopedic Waiting Period** is a **Pre-Existing Condition** even if the condition is not noted on the Canine **Orthopedic** Examination Report form.

PART III – COVERAGE

IF SHOWN IN THE SCHEDULE PAGE(S), THE FOLLOWING COVERAGES APPLY SEPARATELY TO EACH PET.

1. Coverage.

We will reimburse you for **Allowable Charges** in excess of the **Deductible** amount, subject to **Reimbursement Percentage** amounts, for **Treatment(s)** performed for conditions that started after the **Waiting Period** and during the policy period, which result from:

a. Accidents, including but not limited to:

- i. An auto **Accident**;
- ii. Ingestion of a foreign body;
- iii. Poisoning;
- iv. Animal bites;
- v. Gastric torsion; and
- vi. Cruciate ligament rupture;

as well as **Accidents** resulting in:

- i. Dental trauma;
- ii. Burns; and
- iii. Fractures;

(if shown as applicable on the Schedule Page(s)). **Orthopedic Accidents** are subject to the **Orthopedic Waiting Period**;

b. Illnesses, including but not limited to:

- i. **Genetic Conditions**;
- ii. Cancer; and
- iii. **Chronic Conditions**;

(if shown as applicable on the Schedule Page(s)); or

- c. Accidental **Orthopedic** or dental fractures that occur or first show signs after the end of the **Accident Waiting Period**.
- d. We will reimburse you for the costs of **Medications** your **Veterinarian** prescribes as part of your **Pet's Accident** or **Illness Treatment** that started after the **Waiting Period** and during the policy period.

- e. We will reimburse you for **Pet Ambulance** transport costs in the case of a medical emergency, by our best estimation.

- f. We will reimburse you for eligible **Veterinary Treatment** expenses caused by

Dental Illness in excess of the **Deductible** amount, subject to **Reimbursement Percentage** requirements and a \$1,000 **Annual Maximum** sub-limit, for **Treatment(s)** performed for conditions that started after the **Waiting Period** and during the policy period.

- g. We will reimburse you for the cost of **Treatment** your **Pet** receives in the current period of insurance for an **Illness** or **Injury** that first showed **Clinical Signs** after the end of the **Waiting Period**. **Coverage** is up to the **Annual Maximum** as shown on the Schedule Page(s), subject to the **Deductible** and **Reimbursement Percentage** requirements.

2. Benefits.

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

- a. Physical examination;
- b. Surgery;
- c. X-rays, ultrasounds, and other diagnostic tests;
- d. **Professional Services** rendered by your **Veterinary Provider**;
- e. Medical supplies required to perform covered procedures performed in the **Veterinarian's** office and other medical supplies, where deemed **Medically Necessary** by the **Veterinarian**, such as an Elizabethan collar;
- f. Laboratory tests required by your **Veterinary Provider**;
- g. Hospitalization required in order for your **Veterinary Provider** to deliver **Professional Services** to your **Pet** and post procedure in-hospital care as is medically standard by our best estimation;
- h. **Medication** that is prescribed by a **Veterinary Provider**.
- i. Endodontic **Treatment** for dental **Injuries**, such as:
 - i. Root canals; and
 - ii. Crowns;

where deemed **Medically Necessary** by our

Medical Director;

- j. Euthanasia where necessary for humane reasons;
- k. Medical waste disposal.

3. Deductible and Reimbursement Percentage.

Your **Deductible** is an annual amount. We will apply the **Deductible** to your **Allowable Charges** and then apply your **Reimbursement Percentage** to the remainder to determine your **Claim** reimbursement.

PART IV – EXCLUSIONS

Please read the following exclusions carefully. If an exclusion applies, we will not provide **Coverage** under this policy and you will not be reimbursed for any cost of **Treatment** you have paid for. We do not cover:

1. Pre-existing Conditions;

In addition, the following **Illness** or **Injury** shall be considered **Pre-existing Conditions**:

- a. If your **Pet** has had **Clinical Signs**, prior to being insured, of a **Bilateral Condition** on one side of the body, she/he runs a higher risk of the same condition on the other side of the body and future occurrences of the same condition will not be covered. For example, but not limited to, if a dog has been diagnosed with a cruciate tear in his left leg before the end of the **Waiting Period**, a following cruciate tear in his right leg shall be considered Pre-existing;
- b. Any **Pet** diagnosed, treated or showing **Clinical Signs** of intervertebral disk disease (IVDD) prior to the end of the **Waiting Period** runs a higher risk of further episodes of IVDD and will not be covered for any future incidences of this condition.
- c. If a **Pet** has had **Undiagnosed** masses prior to the end of the **Waiting Period**, any mass, or condition where a mass is a **Clinical Sign**, is not covered. This includes those caused by cancer. If the cause of the mass that occurred prior to the end of the **Waiting Period** can be diagnostically narrowed down via cytology, un-related conditions may be covered.
- d. **Orthopedic Accidents** and **Illnesses** occurring or showing **Clinical Signs** during the **Orthopedic Waiting Period**, even if the **Accident Waiting Period** is complete.

- e. If a **Pet** has been diagnosed, treated, or was showing **Clinical Signs** of renal disease prior to the end of the **Waiting Period**, any renal **Treatments** and **Medications** are not covered, as well as any related conditions that may develop. This includes but is not limited to:
 - i. Vomiting;
 - ii. Diarrhea;
 - iii. Dehydration;
 - iv. Constipation;
 - v. Blood pressure or pH issues; and
 - vi. Cardiac complications.
- f. Osteosarcoma diagnosed or showing **Clinical Signs** within the **Orthopedic Waiting Period**.

For the purposes of these exclusions, **Temporary Conditions** that started prior to the end of the **Waiting Period** that have not shown any **Clinical Signs** for a period of twelve (12) consecutive months shall not be considered **Pre-existing Conditions**.

Specific situations include but are not limited to:

- i. If your **Pet** showed **Clinical Signs** of any **Dermatological Condition** prior to the end of the **Waiting Period**, your **Pet** must be free of any **Dermatological Conditions** for twelve (12) consecutive months before any **Dermatological Conditions** may be covered again.
- ii. If your **Pet** has been treated for **Undiagnosed** vomiting and/or diarrhea prior to the end of your **Pet's Waiting Period**, your **Pet** must be free of conditions with the same **Clinical Signs** for twelve (12) consecutive months before any conditions with the same **Clinical Signs** may be covered again.

2. Preventative Care including, but not limited to:

- a. Wellness exams or tests;
- b. Preventative **Treatment**;
- c. Tests or diagnostic procedures;
- d. Vaccinations;

- e. Flea and other parasite prevention;
- f. Spaying or castration including preventative sterilization surgery, such as for **Treatment** for:
 - i. Cryptorchidism,
 - ii. Chimerism; or
 - iii. Chromosomal abnormalities;
- g. Grooming and
- h. De-matting;

3. Treatments for Accidents or Illnesses arising from any Pre-existing behavioral problems. For example, a dog that has persistently eaten rocks or foreign objects prior to the **Pet Original Start Date** shall not be covered for **Treatment** during the policy period for similar episodes. A dog who has shown any signs of **Aggression** prior to the **Pet Original Start Date** shall not be covered for **Treatment for Aggression** or dog fights;

4. More than the first submitted anesthetic removal of an ingested foreign body in one (1) period of insurance;

5. Any Illness as a result of a covered **Accident** that is not part of the initial course of **Treatment** for that **Injury**. For example, future **Treatment(s)** for liver damage from an accidental poisoning incident. This exclusion does not apply to policies with **Illness Coverage**;

6. The cost of boarding your Pet;

7. Costs of Treatments arising from your decision to pursue a course of **Treatment** other than that which was recommended to you by your **Veterinarian**, unless specifically authorized by us prior to **Treatment**. Examples include:

- a. Cost of **Treatments** continued after a **Veterinarian** has recommended a **Pet** be euthanized for humane reasons;
- b. Ignoring a **Veterinarian's** recommendation to amputate a leg, resulting in extra costs associated with **Treatment** of gangrene;
- c. Ignoring a **Veterinarian's** recommendation to remove an eye, resulting in extra costs associated with chronic eye issues;

8. Treatment for any Injury or Illness willfully caused by:

This exclusion does not apply to Hill's y/d diet (or a similar preparation by another manufacturer) used in **Treatment** for feline hyperthyroidism;

- a. You;
 - b. Your family members;
 - c. Anyone living with you; or
 - d. Any other persons who have care, custody, or control of your **Pet**;
9. **Treatment** for **Injury** or **Illness** caused by willful endangerment of your **Pet**, such as organized fighting;
10. **Treatment** for **Injury** or **Illness** caused by persistent neglect of your **Pet**;
11. **Treatment** for any **Injury** or **Illness** resulting from activities related to:
- a. Racing;
 - b. Personal protection;
 - c. Law enforcement; or
 - d. Guarding;
- unless specifically authorized by us prior to the **Pet Original Start Date** as shown on the Schedule Page;
12. Cosmetic, aesthetic, or elective surgery including:
- a. Tail docking;
 - b. Ear cropping;
 - c. De-clawing; or
 - d. Any other surgical procedure not related to **Injury** or **Illness**;
13. Natural supplements, vitamins, and all foods, whether prescribed or not, including but not limited to:
- a. Denamarin;
 - b. Glucosamine;
 - c. Probiotics;
 - d. Shampoo;
 - e. Conditioner; or
 - f. Ear cleaner.

14. **Treatments** for any **Illness** for which a vaccine is available for your **Pet** to prevent such **Illness** and for which vaccination is both recommended by your **Veterinary Provider** and rejected by you. For the purposes of this exclusion, such **Illness** shall include but not be limited to "core vaccinations" as stated by the American Animal Hospital Association Canine Vaccine Guidelines for your dog or "highly recommended vaccinations" as stated by the American Association of Feline Practitioners;
15. Any administration fees charged by a **Veterinary Provider** or others, including chart set-up fee or for providing information which may be required by us;
16. Professional fees and services performed by **Veterinary Provider** for his/her own cat or dog;
17. Costs for any **Treatment** for:
- a. Organ transplants;
 - b. Genetic/chromosome testing;
 - c. Procedures to determine the suitability or categorization of your **Pet** for breeding or genealogical purposes, including PennHIP and OFA evaluations; or
 - d. Costs resulting from breeding, pregnancy, whelping or queening.
18. Costs for any **Treatment** arising from:
- a. Avian, swine, or any other type of influenza or any mutant variation;
 - b. Intentional slaughter by, or under, the order of any government or public or local authority;
 - c. Epidemics or pandemics as declared by the U.S. Department of Agriculture;
19. Costs for any **Treatment** arising from a:
- a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination or the discharge of a nuclear device,

whether controlled or uncontrolled, accidentally or otherwise;

20. Costs for any Treatment arising from a:

- a. Chemical;
- b. Biological;
- c. Bio-chemical or electromagnetic weapon;
- d. Device;
- e. Agent; or
- f. Material

whether controlled or uncontrolled, accidentally or otherwise;

21. Costs for any Treatment arising from:

- a. War;
- b. Invasion;
- c. Acts of foreign enemies;
- d. Hostilities (whether war be declared or not);
- e. Civil war;
- f. Rebellion;
- g. Revolution;
- h. Insurrection;
- i. Military or usurped;
- j. Strikes;
- k. Riots; or
- l. Civil commotion.

PART V - LIMITS OF INSURANCE

Regardless of the number of **Claims** made or covered **Injuries** or **Illnesses** that occur during the period of insurance, our total liability for each period of insurance for all covered benefits shall not exceed the amounts shown on the Schedule Page(s) under **Annual Maximum**.

PART VI - OTHER TERMS AND CONDITIONS

1. Paying Your Premiums.

Your policy does not become legally binding until you have paid your premium. The premium is payable when you take out a new policy and when you renew an existing policy. Your policy is an annual contract of insurance with the option to pay annually or monthly.

Premiums may increase at renewal for:

- a. **Annual Maximum** increase;
- b. Age;
- c. Veterinary cost inflation; and
- d. Other actuarial changes.

Premiums may also change during the policy term for changes in your address, your **Pet's** details, or other policy parameters.

You must pay your premiums in full and on time to remain covered. Your policy will automatically renew at the end of your policy term unless you tell us otherwise or we non-renew under rare circumstances.

2. Cancellation.

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

We may cancel this policy at any time within the first sixty (60) days of the policy period.

To cancel this policy, we will mail you a notice of cancellation to the named insured shown on the Declaration at the last known address shown in our records. If we cancel this policy within the first sixty (60) days after the effective date, notice of cancellation will be mailed at least thirty (30) days before the effective date of the cancellation.

After this policy has been in effect for more than sixty (60) days, notice of cancellation due to any reason other than nonpayment of premium will be mailed at least sixty (60) days before the effective date of cancellation.

If we cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed at least ten (10) days before the effective date of the cancellation.

After this policy is in effect for more than sixty (60) days, or if this is a renewal or continuation

policy, we may only cancel for one or more of the following reasons:

- a. You fail to pay your premium by the due date in accordance with the policy terms.
- b. The policy was obtained through fraud, misrepresentation or concealment in your application, the content of which is specifically incorporated into and as a material term of this policy.
- c. We have agreed to issue a new policy with the same or an affiliated company.
- d. The Department of Insurance of the state governing the policy determines that a continuation of the policy could place us in violation of that state's insurance laws.
- e. You fail to comply with the policy terms and conditions in a manner that prejudices or negatively impacts our ability to properly assess or evaluate the **Claim** or other material rights we have under the policy.
- f. Failure to provide us with information we have requested that is directly relevant to the **Coverage** provided under this policy or any **Claim**.
- g. The use or threat of violence or aggressive behavior against our staff, contractors or property.
- h. The use of foul or abusive language.
- i. Nuisance or disruptive behavior.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all **Coverage** for all persons and all **Pets**. If this policy is canceled, **Coverage** will not be provided as of the effective date of the cancellation shown on the notice of cancellation.

3. Cancellation Refund.

Upon cancellation, you may be entitled to a premium refund. If you provide us written notice of cancellation within thirty (30) days of the **Original Start Date** and you have made no **Claim**, we will refund the premium you paid us and the policy will be canceled.

If you have made a **Claim** within thirty (30) days of the effective date, the premiums paid for or allocable to the first month of **Coverage** become fully earned upon the submittal of the **Claim**, and you will only receive a refund for any

premiums paid for periods beyond the first month.

After the first thirty (30) days of the policy period, we will compute any refund due on a daily pro-rata basis.

4. Nonrenewal.

If we decide not to renew or continue this policy, we will mail notice of non-renewal to the named insured shown on the Declaration at the last known address appearing in our records. Notice, including the reason for non-renewal, will be mailed at least sixty (60) days before the end of the policy period.

5. Misrepresentation, Concealment, or Fraud.

This policy is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

- a. This policy
- b. Your **Pet**;
- c. Your interest in your **Pet**; or
- d. A **Claim** under this policy.

6. Rights.

In the event we reimburse a **Claim** contrary to the policy terms and conditions, this payment will not create a waiver of our rights to apply the terms and conditions retrospectively as they stand to any paid **Claims** or to any future **Claims** for that or any related condition. We reserve our right to recover from you any **Claim** reimbursement paid in error.

7. Splitting of Charges.

In the event an **Allowable Charge** is for both covered and non-covered conditions, the **Allowable Charge** may be split into a covered and a non-covered **Allowable Charge** to calculate your **Claim** reimbursement.

8. Increasing Coverage.

In the event you choose to increase your **Pet's Coverage** after the **Original Pet Start Date**, the **Waiting Period** and the determination of **Pre-Existing Conditions** reset as of the date of the **Coverage** change. There is no reset for a decrease in **Coverage**.

9. Allowable Charges Disputes.

In the event that your **Veterinary Provider** charges an amount for **Treatments** in excess of those typically charged in your geographic area for identical **Treatments** or **Professional Services** or **Treatments** that are not **Medically Necessary**, we reserve the right to dispute the amount of the **Allowable Charges** to be reimbursed. Should we fail to resolve such disputes to your satisfaction, such disputes shall be resolved by means of the procedures listed in Part VIII: Appeals and Complaints of the policy.

10. Promotional Offers Insurance.

Each named insured may occasionally receive promotional offers, which include but are not limited to:

- a. Gift cards;
- b. Coupons;
- c. Gift certificates; and
- d. Items of merchandise.

The maximum value of any promotional item will not exceed \$25.00.

11. Other Insurance.

You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this policy. If you do, we will pay our share of the **Allowable Charges**. Our share is the proportion that the applicable Limits of Insurance under this policy bears to the Limits of Insurance of all insurance covering on the same basis.

If there is other insurance covering the same **Allowable Charges**, other than that described above, we will pay only for the amount of **Allowable Charges** in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limits of Insurance.

It is your duty to notify us in the event that other insurance is in force. Failure to do so may be considered concealment and may render **Coverage** provided under this policy null and void and all outstanding **Claims** shall be forfeited and not paid.

12. Transfer of Rights of Recovery Against Others to Us.

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

13. Joint and Individual Interests.

If there is more than one Named Insured on this policy, any Named Insured may cancel or change this policy. The action of one Named Insured shall be binding on all persons afforded **Coverage** under this policy.

14. Transfer.

This policy may not be transferred to another person without our written consent.

15. Period of Insurance and Territory.

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

16. Electronic Delivery.

By accepting the terms of this insurance as evidenced by the payment of premiums, you agree that this policy, any endorsements and any notices shall be delivered to you by electronic mail via the Internet.

17. Conformity to State Statutes.

When this policy's provisions are in conflict with the statutes of the state in which this policy is issued, the terms and conditions are amended to conform to such statutes.

PART VII - HOW TO FILE A CLAIM

Contact Information

Embrace Pet Insurance
Claims Department
PO Box 22188
Beachwood, OH 44122-0188

Phone: 800-511-9172

Fax: 800-238-1042

Upload: my.embracepetinsurance.com

Email: claims@embracepetinsurance.com

1. Claim Procedure.

Any **Claim** you make will be assessed fairly, reasonably and promptly against the information

you provide and the terms of the policy.

- a. All **Claims** must be submitted and received by us within sixty (60) calendar days after the next policy renewal date after the date of the **Claim's** veterinary **Allowable Charges**. You must send us a **Claim** form that has been properly completed. We will then write to you with our decision.
- b. We will not guarantee on the phone if we cover a **Claim**.
- c. All **Claims** must be submitted on the **Claims** form that we email you with your policy documents.
- d. You may also download the **Claims** form from our web site or print it at your **Veterinary Provider's** office. You may also ask us to mail you a **Claims** form.
- e. You must provide all itemized invoices from your **Veterinary Provider** along with your completed **Claim** form before we will reimburse you. Save the originals in case we require them from you.
- f. You must cooperate with us in the investigation or settlement of the **Claim**. We will send you an Explanation of Benefits form that shows how we determined the amount to reimburse you for your **Claim**. If you disagree with the outcome of your **Claim**, you may dispute it as described in the following pages.

PART VIII - APPEALS AND COMPLAINTS

Contact Information

Embrace Pet Insurance
Customer Relationship Manager
PO Box 22188
Beachwood, OH 44122-0188

Phone: 800-511-9172

Fax: 800-238-1042

Upload: my.embracepetinsurance.com

Email: claims@embracepetinsurance.com

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

Procedure

1. First Appeal.

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

2. Second Appeal.

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

3. Complaints.

If you disagree with the decision made at any time during the appeal process, you have the right to file a complaint with your State Department of Insurance. Please refer to your individual state's department for details and applicable rules and laws.