Critical Care
Pet Health Insurance

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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 and conditions of this policy.

The Declarations and Schedule Page show the:

- a. Policy period;
- b. Coverages;
- c. Limits of liability; and
- d. Premiums.

The policy is not complete without the Declarations and Schedule Pages.

**PART I – Perils Table**

Only Accidents (as defined in Part II - Definitions) and the following conditions are eligible for coverage under this limited policy provided they meet all the conditions of this policy as follows in this document.

<table>
<thead>
<tr>
<th>Condition</th>
<th>Definition of condition and Diagnostic Criteria of Coverage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancer</td>
<td>A definitively diagnosed malignant condition or disease caused by an uncontrolled division of abnormal cells. <strong>Coverage</strong> is available only for cancers definitively diagnosed via: Cytology; Histopathology; or A board-certified veterinary radiologist.</td>
</tr>
<tr>
<td>Diabetes Mellitus</td>
<td>An illness where the pancreas is not producing enough insulin to maintain normal blood glucose levels. <strong>Coverage</strong> is available for diabetes definitively diagnosed via blood and urine testing.</td>
</tr>
<tr>
<td>Hip Dysplasia</td>
<td>A degenerative abnormality of the hip joint where the head of the femur does not sit properly in the joint. <strong>Coverage</strong> is available for hip dysplasia definitively diagnosed via radiographs.</td>
</tr>
<tr>
<td>DOGS ONLY</td>
<td></td>
</tr>
<tr>
<td>Luxating Patella</td>
<td>A condition in which the patella no longer glides within its natural groove (sulcus) on the femur, and results in the patella luxating from the joint. <strong>Coverage</strong> is available for patellar luxation diagnosed via physical examination.</td>
</tr>
<tr>
<td>DOGS ONLY</td>
<td></td>
</tr>
<tr>
<td>Intervertebral Disc Disease.</td>
<td>A degenerative condition where the cushioning discs between the vertebrae of the spinal column: Deteriorate; Displace; Bulge; or Herniate; Into the spinal cord space. <strong>Coverage</strong> is available for cases of intervertebral disc disease definitively diagnosed by: a. Radiographs; CT; or MRI; Which have been evaluated by a board-certified veterinary radiologist.</td>
</tr>
<tr>
<td>Condition</td>
<td>Description</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Cruciate Ligament Injury Dog only</td>
<td>A degenerative condition where a ligament in the stifle responsible for maintaining stifle stability is injured or torn. <strong>Coverage</strong> is available for cruciate injuries diagnosed via physical examination where a positive drawer sign is found.</td>
</tr>
<tr>
<td>Feline Lower Urinary Tract Disease Cat only</td>
<td>A variety of conditions that affect the bladder and urethra of cats. Conditions may present as any of a variety of problems such as: Inflammation of the bladder or urethra; Formation of urinary crystals in the bladder; and Partial or total obstruction of the urethra. <strong>Coverage</strong> is available upon definitive diagnosis via urinary testing.</td>
</tr>
<tr>
<td>Renal Failure</td>
<td>A condition in which the kidneys fail to adequately filter waste products from the blood. The two main forms are acute kidney injury and chronic kidney disease. <strong>Coverage</strong> is available for renal failure or insufficiency definitively diagnosed via blood and urine testing.</td>
</tr>
<tr>
<td>Hyperthyroidism Cat only</td>
<td>A condition characterized by the overproduction of thyroid hormone by the thyroid glands. <strong>Coverage</strong> is available for hyperthyroidism definitively diagnosed via thyroid hormone testing.</td>
</tr>
<tr>
<td>Portosystemic Shunt Dog only</td>
<td>An anatomical defect where one or more veins let blood bypass a dog’s liver. <strong>Coverage</strong> is available for portosystemic shunts definitively diagnosed via blood tests and ultrasound.</td>
</tr>
<tr>
<td>Cataracts Dog only</td>
<td>A condition in which the lens of the eye becomes progressively opaque. <strong>Coverage</strong> is available for cataracts definitively diagnosed by examination.</td>
</tr>
<tr>
<td>Cardiomyopathy</td>
<td>A disease of the heart muscle that makes it harder for the heart to pump blood to the body including: Dilated; Hypertrophic; and Restrictive cardiomyopathy. <strong>Coverage</strong> is available for cardiomyopathies definitively diagnosed via radiographs or cardiac ultrasound.</td>
</tr>
<tr>
<td>Feline Asthma Cat only</td>
<td>A condition where a susceptible feline has an allergic reaction to an inhaled allergen. <strong>Coverage</strong> is available for feline asthma definitively diagnosed via radiographs where pneumonia has been ruled out as a cause of the clinical signs.</td>
</tr>
<tr>
<td>Inflammatory Bowel Disease Cat only</td>
<td>A condition in which a cat’s gastrointestinal (GI) tract becomes chronically irritated and inflamed. <strong>Coverage</strong> is available for inflammatory bowel disease and related conditions like triaditis definitively diagnosed via gastric or intestinal biopsy where a fecal PCR has been done to rule out other illnesses.</td>
</tr>
<tr>
<td>Feline Odontoclastic Resorptive Lesions Cat only</td>
<td>A condition also known as tooth resorption or cervical line lesion, where the dentin in a tooth or several teeth erodes and eventually becomes irreparably destroyed. <strong>Coverage</strong> is available for tooth resorption definitively diagnosed via dental radiographs.</td>
</tr>
</tbody>
</table>

**PART II – Definitions**

In this policy, “you” and “your” refer to the Named Insured shown in the Declarations and the spouse, if a resident of the residence 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:
   a. **Place; and**
b. 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:
   a. Acupuncture;
   b. Chiropractic Treatment;
   c. Hydrotherapy; and
   d. 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:
    a. Healthy state;
    b. Bodily function; or
    c. Behavior;
    observed by:
    a. You;
    b. A Veterinarian;
    c. 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. Diagnostic Criteria means the route or method of diagnosis for the condition matches or exceeds the requirements on the Peril Table in PART I.

14. Genetic Condition means an Illness whose presence is determined by hereditary factors.

15. Illness means:
    a. Sickness;
    b. Disease; or
    c. Any change in a Pet's normal, healthy state;
    Which is not caused by Injury to the Pet.

16. Injury means physical harm or damage to your Pet.

17. Medical Director means a Veterinarian who may be assigned by us to monitor and review the:
    a. Appropriateness of the services provided to the Pet;
    b. The reasonableness of the fees; and
c. The relationship between conditions as / if needed.

18. **Medically Necessary** means;
   a. Directly; and
   b. Materially;

   Related to a covered **Illness** or **Injury**, in our reasonable judgment.

19. **Medication** means any veterinary recommended items:
   a. Prescribed by your **Veterinarian**; and
   b. Approved by the Food and Drug Administration (FDA) of the United States 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:
   a. Dispensed directly by your **Veterinarian**; or
   b. Compounded by a pharmacist under the guidance of your **Veterinarian**.

   **Medication** includes medical supplies required to administer those **Medications**.

20. **Orthopedic Illness** means an **Illness** affecting or manifesting from the musculoskeletal system, which is made up of the body’s:
   a. Bones (the skeleton);
   b. Muscles;
   c. Cartilage;
   d. Tendons;
   e. Ligaments; and
   f. Joints, including intervertebral spaces.

21. **Perils Table** is the list of the only conditions coverable by this policy. It is PART I of this document.

22. **Policy 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.

23. **Pet** is a:
   a. Cat; or
   b. Dog;

   Named and described in the Schedule Page(s) and both:
   a. Owned by you; and
   b. 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:
   a. **Treatment**;
   b. Service; or
   c. Procedure;

   Including but not limited to:
   a. Physical examinations;
   b. **Medications**;
   c. Surgery;
   d. Inoculations; or
e. Laboratory procedures;
   For the purposes 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:
   a. Diagnosing;
   b. Treating;
   c. Operating; or
   d. Prescribing for;
   Any cat or dog Illness or Injury.

27. Pre-existing Condition(s) means:
   a. A Chronic Condition observed by your or your Veterinary Provider prior to the end of the Waiting Period for your Pet(s) and any related conditions; or
   b. 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.
   c. 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:
   a. Abnormal Clinical Sign; or
   b. Diagnosis;
   Which is likely to resolve. A Temporary Condition may become a Chronic Condition.

30. Treatment means any:
   a. Examination;
   b. Consultation;
   c. Hospitalization;
   d. Anesthesia;
   e. Surgery;
   f. X-rays;
   g. MRI or CT scans;
   h. Alternative or Complementary Therapies;
   i. Laboratory tests;
   j. 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:
   a. Veterinarian;
   b. Veterinary technician; or
   c. Veterinary nurse;
   Currently licensed in the state in which Treatment of performed.
34. **Waiting Period** means the time period where the policy's **Coverage** is restricted. For this policy, the time period is:
   a. Two (2) days for **Injuries**; and
   b. 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 III – Conditions**

We will pay covered veterinary expenses that you incur during the policy term for the diagnosis or treatment of your pet's condition, up to the limits of this policy. To be eligible for payment, your pet's condition must be listed in the **Perils Table** (PART I), definitely diagnosed using the diagnosis criteria noted in the **Perils Table**.

1. Your **Pet** must have been examined by a **Veterinarian**:
   a. In the twelve (12) months prior to the **Pet Original Start Date** as shown on the Schedule Page(s); or
   b. Within fourteen (14) days after the **Pet Original Start Date**.

   Failure to do so may result in your policy being voided. If your policy is voided, your premium will be refunded for the time your **Pet** was not covered. No **Coverage** is available until a qualifying **Veterinarian** has examined your **Pet**, and **Pre-existing Conditions**, if any, may be determined upon the date of the qualifying **Veterinarian**'s examination.

2. The examining **Veterinarian** for the purposes of medical information or for an **Orthopedic** examination cannot be you or related to you.

3. **All Treatment** must be performed by a **Veterinary Provider** that you may freely choose.

4. You must arrange for a **Veterinarian** to examine and treat your **Pet** as soon as possible after is shows **Clinical Signs** of:
   a. **Injury**; or
   b. **Illness**.

5. You are financially responsible to your **Veterinary Provider** for payment of all **Treatment**.

6. Your **Pet(s)** must:
   a. Reside with you; and
   b. Be under your regular care and supervision;

   At the physical address ZIP code listed on the Declaration Page.

7. By purchasing 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:
   a. Must contain detailed **Veterinarian** examination findings; and
   b. Must be made available to us for review to satisfy the examination requirement in PART III.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.
   a. 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.
   b. 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.

c. Our review of the Canine Orthopedic Examination Report only addresses the length of the **Orthopedic Waiting Period**. A comprehensive 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 IV – 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 definitively result from a peril on the **Perils Table** in PART I.

   a. To qualify for reimbursement under this policy, the diagnosis must meet a defined peril on the **Perils Table** in PART I and the diagnosis requirement for that condition must be met.

   b. **Accidents**, including but not limited to:

      i. An automobile **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**;

   c. **Illnesses**, including but not limited to:

      i. **Genetic Conditions**;
      
      ii. Cancer; and
      
      iii. **Chronic Conditions**; (if shown as applicable on the **Perils Table**); or

   d. **Accidental Orthopedic** or dental fractures that occur or first show signs after the end of the **Accident Waiting Period**.

   e. 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.

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

   g. We will reimburse you for the cost of **Treatment** your Pet receives in the current period of insurance for an **Illness** or **Injury** listed on the **Perils Table**, which first showed **Clinical Signs** after the end of the **Waiting Period**. Once a diagnosis on the **Perils Table** has been reached, we will cover claims for related **Clinical Signs**, which occurred up to sixty (60) days prior to the date the covered diagnosis was reached.

   **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:

- Physical examination;
- Surgery;
- X-rays, ultrasounds, and other diagnostic tests;
- **Professional Services** rendered by your **Veterinary Provider**;
- 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;
- Laboratory tests required by your **Veterinary Provider**;
- 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;
- **Medication** that is prescribed by a **Veterinary Provider**;
- Endodontic **Treatment** for tooth fractures, such as root canals and crowns, on the following teeth only:
  - Molars;
  - Upper 4th pre-molars; and
  - Canine teeth;
- Euthanasia where necessary for humane reasons;
- Medical waste disposal; and
- **Alternative and Complementary Therapies** related to a covered surgical procedure or **Illness** performed within a twelve (12) week period from the start of **Treatment**.

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 V – 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. Any **Illness** or condition not listed on the **Perils Table**.

2. **Pre-existing Conditions**.

   In addition, the following **Illnesses** or **Injuries** 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, he or she 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 or her left leg before the end of the **Orthopedic Waiting Period**, a subsequent cruciate tear in his or her 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, including 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:
   i. Diagnosed;
   ii. Treated; or
   iii. 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:
      (a) Vomiting;
      (b) Diarrhea;
      (c) Dehydration;
      (d) Constipation;
      (e) Blood pressure or pH issues; and
      (f) 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;

3. Preventative care, including but not limited to:
   a. Wellness exams or tests;
   b. Preventative Treatment, tests of diagnostic procedures;
   c. Vaccinations;
   d. Flea and other parasite prevention;
   e. Spaying or castration (including preventative sterilization surgery, such as for Treatment for:
      i. Cryptorchidism;
      ii. Chimerism; or
      iii. Chromosomal abnormalities); or
   f. Grooming and de-matting;
   Even if the prevention is related to an issue on the Perils Table.

4. 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.

5. More than the first submitted anesthetic removal of an ingested foreign body in one (1) policy period.

6. 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.

7. The cost of boarding your Pet, including medical boarding.

8. 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.

9. **Treatment** for any **Injury** or **Illness** deliberately caused by:
   
a. You;
   
b. Your family members;
   
c. Anyone living with you; or
   
d. Any other persons who have:
      
i. Care;
      
ii. Custody; or iii. Control of your Pet.

10. Dental cleanings, even in the case of a dental **Accident**.

11. **Treatment** for **Injury** or **Illness** caused by deliberate endangerment of your Pet, such as organized fighting.

12. **Treatment** for **Injury** or **Illness** caused by persistent neglect of your Pet.

13. Cosmetic, aesthetic, or elective surgery including:
   
a. Tail docking;
   
b. Ear cropping;
   
c. De-claw removal;
   
d. De-clawing; or
   
e. Any other surgical procedure not related to an approved **Injury** or **Illness**.

14. 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.
   
   This exclusion does not apply to Hill’s y/d diet (or a similar preparation by another manufacturer) used in Treatment for feline hyperthyroidism.

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 a Veterinary Provider for his or her own cat or dog.

**PART VI – Limits Of Insurance**

Regardless of the number of:

1. **Claims** made; or
2. 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 VII – Other Terms and Conditions

1. Paying Your Premiums.
   a. Your policy does not become legally binding until you have paid your premium. The premium is payable:
      i. When you take out a new policy; and
      ii. When you renew an existing policy.
   Your policy is an annual contract of insurance with the option to pay annually or monthly.
   b. Premiums may increase at renewal for:
      i. An Annual Maximum increase;
      ii. Age;
      iii. Veterinary cost inflation; and
      iv. Other actuarial changes.
   c. Premiums may also change during the policy term for changes in:
      i. Your address;
      ii. Your Pet’s details; or
      iii. Other policy parameters.
   d. 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:
      i. You tell us otherwise; or
      ii. We non-renew under rare circumstances.

2. Cancellation.
   a. You may cancel this policy at any time by:
      i. Calling;
      ii. Emailing; or
      iii. Writing to us;
   And stating the future date that you wish the cancellation to be effective.
   b. We may cancel this policy for any reason related to the acceptability of the risk at any time within the first
      sixty (60) days of the policy period.
   c. To cancel this policy, we will mail you a notice of cancellation to the named insured shown on the Declarations
      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.
   d. 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.
   e. If we cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed at
      least fifteen (15) days before the effective date of the cancellation.
   f. 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:
      i. You fail to pay your premium by the due date in accordance with the policy terms.
      ii. The policy was obtained through:
         1. Fraud;
         2. Misrepresentation; or
3. Concealment;

In your application, the content of which is specifically incorporated into and as a material term of this policy.

iii. We have agreed to issue a new policy with the same or an affiliated company.

iv. 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.

v. 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. vi. Failure to provide us with information we have requested that is directly relevant to the Coverage provided under this policy or any Claim.

vii. The use or threat of violence or aggressive behavior against our staff, contractors, or property.

viii. The repeated use of foul or abusive language.

g. 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.

a. Upon cancellation, you may be entitled to a premium refund. If you provide us 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.

b. 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.

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


If we decide not to renew or continue this policy, will mail notice of non-renewal to the named insured shown on the Declarations 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.

Examples of reasons for non-renewal include:

a. Failure to comply with the terms and conditions of the policy;

b. Failure to provide medical records or relevant Claim info;

c. Misrepresentation.

5. Misrepresentation, Concealment, or Fraud.

This policy is void in any case of:

a. Fraud;

b. Intentional concealment; or

c. Material misrepresentation of a material fact;

By you or any other insured, at any time, concerning:

a. This policy;

b. Your Pet; or

c. Your interest in your Pet; or

d. A Claim under this policy.


In the event we reimburse a Claim contrary to the policy terms and conditions, this payment will not constitute 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 non-covered Allowable Charge to calculate your Claim reimbursement.

8. **Increasing Coverage.**

In the event you choose to increase your Pet’s Coverage, including lowering your Deductible, after the Pet Original 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.

We will automatically renew your policy at expiration unless you are otherwise notified of nonrenewal. We may change the premium, co-pay amounts, Deductible, and policy terms and conditions at renewal. You will be notified of changes in writing.

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 – Claims, 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 Coverage.**

a. If at any time a Claim arises under this insurance and there is any other insurance providing coverage to the insured’s Pet, this policy shall be deemed to be excess insurance. This policy will only respond to any:

   i. Claim;
   
   ii. Costs; or
   
   iii. Expenses;

   Once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, subject always to the terms and conditions of this policy.

b. If by your responsibility 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.

c. You are responsible for submitting an explanation of benefits for any other insurance coverage with your Claim to us for consideration.

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. This Coverage is not transferable to other Pets.

15. Policy Period and Territory.

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


By accepting the terms of this insurance as evidenced by the payment of premiums, it is agreed, unless otherwise notified by you, all documents, notices, and communications regarding this policy, other than documents required to be delivered by another method, may be delivered to you by electronic mail using the email associated with your account. It is further agreed that it is your responsibility to keep your contact details including email address current and correct.

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 VIII – Claims, Appeals and Complaints

How to file a Claim:

Contact Information:
Embrace Pet Insurance
Claims Department
P.O. Box 22188
Beachwood, OH 44122-0188
Phone: 800-511-9172
Fax: 800-238-1042
Upload: MyEmbrace portal, Start A Claim
Email: claims@embracepetinsurance.com


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 Claims veterinary Allowable Charges.

b. You must send us a Claim form that has been properly completed. We will then write to you with our decision.

c. We will not guarantee on the phone if we cover a Claim.

d. All Claims must be submitted on the Claim form that we email you with your policy documents.

e. 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 Claim form.

f. 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.

g. You must cooperate with us in the investigation or settlement of the Claim.

An Explanation of Benefits form will be available to you, which shows how we determined the amount to reimburse you for your Claim.

2. The following describes the appeal process in the event:

a. You are not satisfied with the way we have handled your Claim; or

b. You are not happy with your policy.
3. Procedure.
   
a. First Appeal.
   i. 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.
   ii. We will provide a final determination with reasoning to you within two (2) weeks.
   iii. If it takes us longer than two (2) weeks to complete our review, we will tell you when you can expect an answer.

b. Second Appeal.
   i. If you disagree with our decision in the first appeal, you may request further appeal via an external review.
   ii. A request for a Second Appeal must be made within thirty (30) days of the date we issued our First Appeal decision to you.
   iii. An impartial Veterinarian selected by Embrace:
       1. Who is independent of Embrace and the insured;
       2. Who is not controlled by us; and
       3. Who has not been a part of your Pet’s veterinary team previously;
       Will conduct an external review of the:
       1. Medical records;
       2. Any letters submitted for appeal by your Veterinarian; and
       3. Questions posed by Embrace;
       Concerning coverage of the condition. Embrace will provide the decision to you within three (3) working days of receiving the independent Veterinarian’s report.

       This process may take up to thirty (30) days.

4. 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 state’s department for details and applicable rules and laws.

Contact Information:
Embrace Pet Insurance
Claim Appeals Department
P.O. Box 22188
Beachwood, OH 44122-0188 Phone: 800-511-9172
Fax: 800-238-1042
Email: claims@embracepetinsurance.com
The Company has caused this policy to be signed by the President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.

Secretary

President