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 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 acupuncture, chiropractic Treatment, laser 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. Medication includes medical supplies required to administer those Medications.

21. 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.

22. Pet is a cat or dog named and described in the Schedule Page(s) and both owned by you and residing with you.

23. 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.

24. 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.

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. A Chronic Condition observed by you or your Veterinarian 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 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

1. 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 within 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. 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 be 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 it shows Clinical Signs of Injury or Illness.

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

6. Your Pet(s) must reside with you and 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 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 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.

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 an automobile Accident, ingestion of a foreign body, poisoning, animal bites, gastric torsion, and cruciate ligament rupture, as well as Accidents resulting in dental trauma, burns, and 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 Genetic Conditions, cancer, and Chronic Conditions (if shown as applicable on the Schedule Page(s));

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 Co-Payment requirements and a $1,000 Annual Maximum sub-limit, for all Treatment(s) except dental prophylaxis, 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.

PART III – COVERAGE

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

1. Coverage

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 root canals and crowns, where deemed **Medically Necessary**;

j. Euthanasia where necessary for humane reasons;

k. Medical waste disposal.

l. **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 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 subsequent 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, 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 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: vomiting, diarrhea, dehydration, constipation, blood pressure or pH issues, and 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, wellness exams or tests; preventative Treatment, tests or diagnostic procedures; vaccinations; flea and other parasite prevention; spaying or castration (including preventative sterilization surgery, such as for Treatment for cryptorchidism, chimerism, or chromosomal abnormalities); grooming and 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. Alternative Treatment: Including but not limited to: Reiki, Magnet therapy, Prolotherapy, Ozone, Hyperbaric Oxygen, electroacupuncture, Veterinary Orthopedic manipulation, Massage, Bicom, TENS and nutritional counseling.

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

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. This exclusion does not apply to policies with Illness Coverage;

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

8. Costs of Treatments, including medical boarding, 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 you, your family members, anyone living with you, or any other persons who have care, custody, or control of your Pet;

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

11. Treatment for Injury or Illness caused by persistent neglect of your Pet;

12. Cost for Treatment of Injury or Illness that arise out of racing, commercial guarding, Organized fighting or any other occupational, professional or business use of your Pet unless specifically authorized by us prior to the Pet Original Start Date as shown on the Schedule Page;

13. Cosmetic, aesthetic, or elective surgery including tail docking, ear cropping, de-clawing or any other surgical procedure not related to Injury or Illness;

14. Natural supplements, vitamins, and all foods, whether prescribed or not, including but not limited to Denamarin, glucosamine, probiotics, shampoo, conditioner, or 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 hyperthyroditism;

15. 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;

16. 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;

17. Professional fees and services performed by **Veterinary Provider** for his/her own cat or dog;

18. Costs for any **Treatment** for:
   a. Organ transplants;
   b. Genetic/chromosome testing not used for diagnosis;
   c. Procedures to determine the suitability or categorization of your **Pet** for breeding or genealogical purposes, including PennHIP and OFA evaluations, not used for diagnosis; or
   d. Costs resulting from breeding, pregnancy, whelping or queening.

19. 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;

20. Costs for any **Treatment** arising from a nuclear reaction, radiation, radioactive contamination or the discharge of a nuclear device, whether controlled or uncontrolled, accidentally or otherwise;

21. Costs for any **Treatment** arising from a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material whether controlled or uncontrolled, accidentally or otherwise;

22. Costs for any **Treatment** arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped, strikes, riots, or 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 **Annual Maximum** increase, age, veterinary cost inflation, and 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.

   Upon payment of a **Claim** under this policy, any premium that is due and unpaid may be deducted from the **Claim**.

2. **Cancellation**

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

   We will not back date a cancellation for a period greater than sixty (60) days in the absence of proof that your **Pet** has died or is no longer in your possession.

   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 thirty (30) 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.

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 notice of cancellation within thirty (30) days of the Policy 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 based on the termination date of the policy.

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 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 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, including lowering your Deductible, 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, Reimbursement Percentage amounts, Deductible, 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: 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 gift cards, coupons, gift certificates, and items of merchandise. The maximum value of any promotional item will not exceed $25.00.

11. Other Insurance

a. If your Pet is covered by more than one policy issued by us, we will not pay more than the highest amount payable under any one policy.

b. This insurance is excess over any other insurance covering your Pet that is provided by a policy issued by any other insurance company, whether collectable or not.

It is 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.

12. Transfer of Rights of Recovery Against Others

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. 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, it is agreed that, unless otherwise notified by you, all documents, notices and communications regarding this policy, other than document required to be delivered by another method, may be delivered to you by electronic mail using the email associated with your account. It is your responsibility to keep your contact details including email 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 VII - HOW TO FILE A CLAIM

Contact Information
Embrace Pet Insurance
Claims Department
PO Box 22188
Beachwood, OH 44122-0188
Phone: 800-511-9172
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.