

This policy has been written in readable language to help you understand its terms.
PLEASE READ YOUR POLICY CAREFULLY

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.

	Definition of condition and Diagnostic Criteria of Coverage.
Cancer	A definitively diagnosed malignant condition or disease caused by an uncontrolled division of abnormal cells. Coverage is available only for cancers definitively diagnosed via: Cytology; Histopathology; or A board-certified veterinary radiologist.
Diabetes Mellitus	An illness where the pancreas is not producing enough insulin to maintain normal blood glucose levels. Coverage is available for diabetes definitively diagnosed via blood and urine testing.
Hip Dysplasia DOGS ONLY	A degenerative abnormality of the hip joint where the head of the femur does not sit properly in the joint. Coverage is available for hip dysplasia definitively diagnosed via radiographs.
Luxating Patella DOGS ONLY	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. Coverage is available for patellar luxation diagnosed via physical examination.
Intervertebral Disc Disease. DOGS ONLY	A degenerative condition where the cushioning discs between the vertebrae of the spinal column: Deteriorate; Displace; Bulge; or Herniate; Into the spinal cord space. Coverage 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.

Cruciate Ligament Injury DOGS ONLY	A degenerative condition where a ligament in the stifle responsible for maintaining stifle stability is injured or torn. Coverage is available for cruciate injuries diagnosed via physical examination where a positive drawer sign is found.
Feline Lower Urinary Tract Disease CATS ONLY	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. Coverage is available upon definitive diagnosis via urinary testing.
Renal Failure	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. Coverage is available for renal failure or insufficiency definitively diagnosed via blood and urine testing.
Hyperthyroidism CATS ONLY	A condition characterized by the overproduction of thyroid hormone by the thyroid glands. Coverage is available for hyperthyroidism definitively diagnosed via thyroid hormone testing.
Portosystemic Shunt. DOGS ONLY	An anatomical defect where one or more veins let blood bypass a dog's liver. Coverage is available for portosystemic shunts definitively diagnosed via blood tests and ultrasound.
Cataracts DOGS ONLY	A condition in which the lens of the eye becomes progressively opaque. Coverage is available for cataracts definitively diagnosed by examination.
Cardiomyopathy	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. Coverage is available for cardiomyopathies definitively diagnosed via radiographs or cardiac ultrasound.
Feline Asthma CATS ONLY	A condition where a susceptible feline has an allergic reaction to an inhaled allergen. Coverage is available for feline asthma definitively diagnosed via radiographs where pneumonia has been ruled out as a cause of the clinical signs .
Inflammatory Bowel Disease CATS ONLY	A condition in which a cat's gastrointestinal (GI) tract becomes chronically irritated and inflamed. Coverage 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.
Feline Odontoclastic Resorptive Lesions CATS ONLY	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. Coverage is available for tooth resorption definitively diagnosed via dental radiographs.

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:
- 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 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), definitively diagnosed using the diagnosis criteria noted in the Perils Table.

- 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 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.
- The examining **Veterinarian** for the purposes of medical information or for an **Orthopedic** examination cannot be you or 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**.
- 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.
- 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 III.1.
- 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.

- 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 SEPARATLY 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:

- 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 tooth fractures, such as root canals and crowns, on the following teeth only:
 - i. Molars;
 - ii. Upper 4th pre-molars; and
 - iii. Canine teeth;
- j. Euthanasia where necessary for humane reasons;
- k. Medical waste disposal; and
- 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 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:
 - i. Diagnosed;
 - ii. Treated; or
 - iii. 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.

4. Nonrenewal.

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**;
- 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 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 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.
- 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.

16. Electronic Delivery.

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

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 **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.

A handwritten signature in black ink that reads "Chuck S. Gippette". The signature is written in a cursive style with a large, prominent 'C'.

Secretary

A handwritten signature in black ink that reads "Jeanne Fleir". The signature is written in a cursive style with a large, prominent 'J'.

President