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

For service, information or questions concerning this policy, please contact Embrace Pet Insurance at 1-800-511-9172.

Pet Health Insurance Policy

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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.

This policy is a legal contract between the policy owner and the company.

READ YOUR POLICY CAREFULLY.

This cover sheet provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company.

IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.

You have 15 days from the day you receive this policy to review it and return it to the company if you decide not to keep it. You do not have to tell the company why you are returning it. If you decide not to keep it, simply return it to the company at its administrative office or you may return it to the agent/insurance producer that you bought it from as long as you have not filed a claim. You must return it within 15 days of the day you first received it. The company will refund the full amount of any premium paid within 30 days after it receives the returned policy. The premium refund will be sent directly to the person who paid it.
The policy will be void as if it had never been issued.

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

PART I. – DEFINITIONS.

In this policy, "you" and "your" refer to the Named Insured shown on the Declarations Page. "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. **Alternative Treatment** means a group of practices that may diverge from veterinary medicine routinely taught in North American veterinary medical schools and/or differ from current scientific knowledge. If a **Treatment** is not a generally accepted practice for the condition and type of **Pet** insured, it is also considered **Alternative Treatment**.

4. **Ambulance** means a specialized land vehicle used for the sole purpose of transporting sick or injured **Pets**.

5. **Annual Maximum** is the maximum amount we will reimburse you per **Pet** in a period of insurance.

6. **Behavioral Therapy** includes diagnosis by a **Veterinarian**, laboratory testing, FDA approved **Medications** and specialized training sessions by a **Veterinarian**.

7. **Bilateral Condition** is a condition or disease that affects both sides of the body.

8. **Chronic Condition** means a condition that can be treated or managed, but not cured.

9. **Congenital Anomaly or Disorder** means a condition that is present from birth, whether inherited or caused by the environment, which may cause or contribute to **Illness** or disease.

10. **Claim** means your request for reimbursement of an amount under the terms of your policy for **Treatment** by a **Veterinary Provider** of your **Pet**.

11. **Clinical Signs** means changes in a **Pet's** normal healthy state, bodily function or behavior observed by you, a **Veterinarian**, or other observer.

12. **Complementary Therapies** covered by this policy are acupuncture, chiropractic **Treatment**, laser **Treatment**, hydrotherapy and physiotherapy performed by a **Veterinarian** or a veterinary staff member under **Direct Supervision** of a **Veterinarian**.

13. **Coverage** is the insurance described in this policy.

14. **Deductible** is the annual amount you pay per **Pet** for **Treatments** covered by this policy before we begin to reimburse you.

15. **Dental Illness** is an **Illness** affecting the teeth and/or gums including but not limited to gingivitis, stomatitis, attrition, and gingival hyperplasia.

16. **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.

17. **Direct Supervision** means the supervisor is physically present at the location where **Treatment** is performed and is quickly and easily available.

18. **Enrollment Exam** means a **Physical Examination** having taken place within the applicable periods outlined in paragraph **1.** of **PART II – CONDITIONS**.

19. **Hereditary Disorder** means an abnormality that is genetically transmitted from parent to offspring and may cause **Illness** or disease.

20. **Illness** means sickness, disease, or any change in a **Pet's** normal, healthy state, which is not caused by **Injury** to the **Pet**.

21. **Illness Waiting Period** is the fourteen (14) day period of time where the policy's **Coverage** is restricted. The **Illness Waiting Period** starts from the **Pet Original Start Date**. Conditions that occur during the **Illness Waiting Period** will be excluded from your policy's **Coverage** as **Pre-existing Conditions**. The **Illness Waiting Period** also applies again when there are **Coverage** increases but is waived for policy **Renewals** and optional **Coverage Renewals**.

22. **Injury** means physical harm or damage to your **Pet**.

23. **Medical Boarding** is a hospital stay for the **Pet** parent's convenience, or an abnormally prolonged stay that is not **Medically Necessary** hospitalization, where the therapy or **Treatments** provided could be completed at home by the **Pet** parent.

24. **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.

25. **Medical History Review** means a comprehensive review of your **Pet(s)** full medical history for the twelve (12) months before your **Pet** was insured or the date of acquisition of your **Pet**, whichever is later through the policy **Illness Waiting Periods**.

26. **Medically Necessary** means directly and materially related to a covered **Illness** or **Injury**, in our reasonable judgment. Our reasonable judgment shall be based on consultation with and the advice of a **Veterinarian**.

27. **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**.

28. **Orthopedic** refers to conditions affecting the bones, skeletal muscle, cartilage, tendons, ligaments and joints, including, but not limited to, elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation and cranial cruciate ligament ruptures but not including cancers or metabolic, hemopoietic or autoimmune diseases.

29. **Pet** is a cat or dog named and described in the Schedule of Insurance and both owned by you and residing with you.

30. **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 of Insurance.

31. **Physical Examination** means an exam, check-up, physical consultation, health inspection, office visit, office call, after-hour fee, referral, telemedicine consultation, telemedicine service fee, or recheck for otherwise covered conditions, that is performed by a licensed and registered **Veterinarian** and is documented in a written **Veterinarian** record.

32. **Preventative Care** means any **Treatment**, service or procedure, routine exam, **Physical Examination**, **Medication**, 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**.

33. **Professional Services** are diagnosing, treating, operating, or prescribing for any cat or dog **Illness** or **Injury**.

34. **Pre-existing Condition(s)** means a condition for which any of the following are true prior to the effective date of a pet insurance policy or during a **Waiting Period**:

    a. A **Veterinarian** provided medical advice regarding the condition;

    b. The **Pet** received previous **Treatment** for the condition; or

    c. Based on information from verifiable sources, the **Pet** had signs or symptoms directly related to the condition for which a **Claim** is being made.

35. **Reimbursement Percentage** is the amount of the covered **Veterinary Expense** for which you may be reimbursed.

36. **Renewal** means to issue and deliver at the end of an insurance policy period a policy which supersedes a policy previously issued and delivered by the same pet insurer or affiliated pet insurer and which provides types and limits of **Coverage** substantially similar to those contained in the policy being superseded.

37. **Temporary Condition** means an abnormal **Clinical Sign** or diagnosis, which is likely to resolve. A **Temporary Condition** may become a **Chronic Condition**.

38. **Treatment** means any examination, consultation, hospitalization, anesthesia, surgery, X-rays, MRI or CT scans, **Complementary Therapies**, laboratory tests, nursing or other care provided and administered by a **Veterinary Provider**.

39. **Undiagnosed** means the underlying or causative condition has not yet been identified.

40. **Veterinarian** means an individual who holds a valid license to practice veterinary medicine from the appropriate licensing entity in the jurisdiction in which the individual practices.

41. **Veterinary Expenses** means the costs associated with medical advice, diagnosis, care or **Treatment** provided by a **Veterinarian**, including, but not limited to, the cost of drugs prescribed by a **Veterinarian**. (provided Medication coverage shows on the Schedule of Insurance)

42. **Veterinary Provider** means a **Veterinarian**, veterinary technician or veterinary nurse currently licensed in the state in which **Treatment** is performed. Technicians or nurse providers must be under the **Direct Supervision** of a **Veterinarian** to qualify as a **Veterinary Provider**.

43. **Waiting Period** means the period of time specified in a pet insurance policy that is required to transpire before some or all of the **Coverage** in the policy begins.

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 of Insurance or within fourteen (14) days after the **Pet Original Start Date**. Failure to do so will result in your policy defaulting to an **Accident** only policy. Meaning you will have no **Illness Coverage** and your **Illness Coverage** premium will be refunded.

You may add **Illness Coverage** back onto your policy once a qualifying **Veterinarian** has examined your **Pet** and detailed records for the exam are available to us. This will result in your **Illness Waiting Period** end date changing to the date of the first exam. No **Illness 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 Physical 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 and zip code listed on the Declarations Page.

7. You must disclose all **Veterinary Providers** your **Pet** has seen in the twelve (12) months prior to the **Pet Original Start Date** through the end of the **Illness Waiting Period**. Failure to disclose all **Veterinary Providers** is considered concealment (see **5. Misrepresentation, Concealment or Fraud.** under **PART VI - OTHER TERMS AND CONDITIONS**).

8. 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 outlined in **PART II** item **1.**

9. We will attempt to collect your **Pet(s)** medical history from all **Veterinary Providers** you inform us of at the start of your policy. However, we will not review the medical history until:

a. Your **Pet's** first **Illness Claim** is submitted, or

b. You request a **Medical History Review**.

This request may be made any time after the policy fourteen (14) day **Illness Waiting Period** is complete.

If we cannot obtain your **Pet(s)** medical history, it is your responsibility to provide the information. If we do not have your **Pet(s)** medical history by the date of your **Claim**, it may delay the processing of your **Claim** and/or your **Claim** may be denied for a **Pre-existing Condition**.

10. When you submit a **Claim**, we may ask you to provide any medical records from the prior twelve (12) months and all written medical records of the **Enrollment Exam** that you, when you applied for this insurance, represented as having taken place within the applicable periods outlined in paragraph **1.** above.

If you provide such record, we will process your **Claim**, subject to the terms and conditions of this policy provided there are no **Pre-existing Conditions** related to that **Claim**. If there are **Pre-existing Conditions** related to the **Claim**, your **Claim** will not be covered because this policy does not cover **Pre-existing Conditions**.

Failure to provide such records, will result in your **Illness Waiting Period** end date changing to the date of the first **Physical Examination** performed for the conditions covered by this policy that resulted in your **Claim**. Therefore, your **Claim** will not be covered as this policy does not cover **Illnesses** that occur during the **Illness Waiting Period**.

PART III. – COVERAGE.

THE FOLLOWING COVERAGES APPLY SEPARATELY TO EACH PET.

1. Coverage.

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

a. **Accidents**.

b. **Illnesses**.

c. We will reimburse you for **Pet Ambulance** transport costs in the case of a medical emergency.

d. If indicated on your **Pet's** Schedule of Insurance, we will reimburse you for the costs of **Medications** your **Veterinarian** prescribes as part of your **Pet's Accident** or **Illness Treatment**.

e. We will reimburse you for eligible Veterinary **Treatment** expenses caused by **Dental Illness**, in excess of the **Deductible** amount, subject to **Reimbursement Percentage** requirements and a $1,000 **Annual Maximum** sub-limit, for all **Treatment(s)**.

f. **Hereditary Disorders**.

g. **Chronic Conditions**.

Coverage is up to the **Annual Maximum** as shown on the Schedule of Insurance, subject to the **Deductible** and **Reimbursement Percentage** requirements.

2. Benefits.

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

a. **Physical Examination**, if **Coverage** is shown on your **Pet's** Schedule of Insurance;

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**, if **Coverage** is shown on your **Pet's** Schedule of Insurance;

i. Endodontic **Treatment** for dental **Injuries**, such as root canals and crowns, for all adult canine teeth, upper 4th premolar teeth, and 1st molar teeth;

j. Euthanasia where necessary for humane reasons due to a covered condition;

k. Medical waste disposal;

l. **Complementary Therapy** related to a covered surgical procedure or **Illness** which is not performed for maintenance or prevention;

m. Examination, training, and **Medication** (if **Coverage** for **Medication** is shown on your **Pet's** Schedule of Insurance) performed by a **Veterinarian** for the **Treatment** of **Behavioral Therapy**.

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. The following **Orthopedic** conditions that occur before the end of the **Illness Waiting Period** or during the first 180 days after the **Pet Original Start Date** are excluded and are **Pre-existing Conditions** for the life of the policy:

a. Cruciate Ligament Injury;

b. Intervertebral Disk Disease (IVDD);

c. Patellar Luxation; and

d. Canine Hip Dysplasia.

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, they run 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 injury in their left leg before the end of the **Illness Waiting Period** or during the first 180 days after the **Pet Original Start Date**, a subsequent cruciate injury in their right leg shall be considered a **Pre-existing Condition**.

b. Any **Pet** diagnosed, treated or showing **Clinical Signs** of intervertebral disk disease (IVDD) prior to the end of the **Illness Waiting Period** or during the first 180 days after the **Pet Original Start Date** runs a higher risk of further episodes of IVDD in other disc spaces and will not be covered for any future incidences of this condition in any area.

c. If a **Pet** has had **Undiagnosed** masses prior to the end of the **Illness Waiting Period**, any mass, or condition where a mass is a **Clinical Sign**, is not covered, including those caused by cancer. If the diagnosis of the mass that occurred prior to the end of the **Illness Waiting Period** can be diagnostically confirmed via cytology, un-related conditions may be covered.

d. If a **Pet** has been diagnosed, treated, or was showing **Clinical Signs** of renal disease prior to the end of the **Illness Waiting Period**, any renal **Treatments** and **Medications** are not covered, as well as any related conditions that may develop.

This includes but is not limited to:

i. Vomiting,

ii. Diarrhea,

iii. Dehydration,

iv. Constipation,

v. Blood pressure or pH issues, and

vi. Cardiac complications.

e. If any dental **Clinical Signs** are **Pre-existing Conditions**, including but not limited to gingivitis, dental tartar, periodontal disease or plaque, then periodontal disease and **Dental Illnesses** will not be covered until after the **Clinical Signs** have received the recommended **Treatment** and the exclusion has expired.

f. Dental prophylaxis procedures are not covered by this policy, even when done as a **Treatment** for a **Dental Illness**.

For the purposes of these exclusions, **Temporary Conditions** that started prior to the end of the **Illness Waiting Period** that have not shown any **Clinical Signs** or received **Treatment** for a period of twelve (12) consecutive months shall not be considered **Pre-existing Conditions**. Specific situations include, but are not limited to:

a. If your **Pet** showed **Clinical Signs** of any **Dermatological Condition** prior to the end of the **Illness Waiting Period**, your **Pet** must be free of any **Dermatological Conditions** for twelve (12) consecutive months before any **Dermatological Conditions** may be covered again.

b. If your **Pet** has been treated for **Undiagnosed** vomiting and/or diarrhea prior to the end of your **Pet's Illness 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.

3. **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, and dew claw removal;

4. **Treatments** for **Accidents** or **Illnesses** arising from any pre-existing behavioral problems. For example, **Treatment(s)** for a dog that has persistently eaten rocks or foreign objects prior to the **Pet Original Start Date** shall not be covered during the policy period for similar episodes;

5. 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;

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

7. 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**;

8. The cost of boarding your **Pet**, including **Medical Boarding**;

9. 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;

10. **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**;

11. **Treatment** for **Injury** or **Illness** caused by deliberate endangerment of your **Pet**, such as leaving your **Pet** in a hot vehicle with the windows closed;

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

13. Costs 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 of Insurance;

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

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

16. **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:

a. "Core vaccinations" as stated by the American Animal Hospital Association Canine Vaccine Guidelines for your dog, or

b. "Highly recommended vaccinations" as stated by the American Association of Feline Practitioners;

17. Professional fees and services performed by a **Veterinary Provider** for their 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. A nuclear reaction.

b. Radiation.

c. Radioactive contamination.

d. 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:

a. War.

b. Invasion.

c. Acts of foreign enemies.

d. Hostilities (whether war be declared or not).

e. Civil war.

f. Rebellion.

g. Revolution.

h. Insurrection.

i. Military or usurped power.

j. Strikes.

k. Riots.

l. Civil commotion.

23. **Alternative Treatments**, including Reiki; Magnet Therapy; Prolotherapy; Ozone Therapy; Hyperbaric Oxygen; Electroacupuncture; Veterinary **Orthopedic** Manipulation; Massage; Bicom; TENS; Extracorporeal Shock Wave Therapy; or Nutritional Counseling.

24. **Complementary Therapies** performed as maintenance, prevention or not as the initial course of **Treatment**.

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 of Insurance 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. Your policy is an annual contract of insurance with the option to pay annually or monthly.

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

2. Cancellation.

a. You may cancel this policy at any time by calling customer service 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.

b. 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 a notice of cancellation to the Named Insured shown on the Declarations Page 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 ten (10) days before the effective date of the cancellation.

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

If this policy is cancelled for nonpayment of premium, we may, at our option reinstate the policy. However, policies cancelled for nonpayment of premium are subject to underwriting review prior to reinstatement being offered or approved. A reinstatement fee may be charged.

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 thirty (30) days before the effective date of the cancellation.

e. 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 fraud, misrepresentation or 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. A **Claim** was made based on false information with the purpose of defrauding us, including but not limited to, submitting invoices that have been altered or concealing past medical records.

f. 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 cancelled, **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 first policy term effective date and you have made no **Claim**, we will refund the premium you paid us and the policy will be cancelled.

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 nonrenewal to the Named Insured shown on the Declarations Page at the last known address appearing in our records. Notice, including the reason for nonrenewal, will be mailed at least thirty (30) days before the end of the policy period.

5. Misrepresentation, Concealment or Fraud.

This policy will be cancelled if, whether before, during or after a **Claim**, you or any other insured has;

a. Misrepresented or failed to disclose any material fact or circumstance or made any false statement related to this insurance or your **Pet**; or

b. Engaged in fraudulent conduct.

Moreover, if a person knowingly makes a **Claim** based on false information with the purposes of defrauding us, that person may be guilty of insurance fraud, which is a crime. We have a duty to seek out insurance fraud and report it to the appropriate authorities. We will then cooperate fully with the authorities as required by law.

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 a **Veterinary Expense** is for both covered and non-covered conditions, the **Veterinary Expense** may be split into a covered and a non-covered **Veterinary Expense** to calculate your **Claim** reimbursement.

8. Increasing Coverage.

In the event you choose to increase your **Pet's Coverage** after the **Pet Original Start Date**, including:

a. Lowering your **Deductible**,

b. Increasing the **Annual Maximum**,

c. Adding **Physical Examination Coverage** and/or **Medication Coverage**, or

d. Increasing the **Reimbursement Percentage**,

the **Illness Waiting Period** and the determination of **Pre-existing Conditions** reset as of the date of the **Coverage** change. There is no reset for a decrease in **Coverage**.

9. Adding a Pet Mid-term.

All **Pets** in the same household are on the same policy. If you add a **Pet** to your policy mid-term, the **Illness Waiting Period** will apply and the new **Pet** will have the same policy term **Renewal** as your existing **Pet**. The **Deductible** you choose for the new **Pet** will apply to the remainder of the policy term, even though it is not twelve (12) full months. The premium can change at **Renewal** regardless of how soon it occurs.

10. Veterinary Expenses 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**, we reserve the right to dispute the amount of the **Veterinary Expenses** 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.

11. 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.

d. Items of merchandise.

The maximum value of any promotional item will not exceed $25.

12. Other Insurance.

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.

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

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

14. 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 or Additional Insured shall be binding on all persons afforded **Coverage** under this policy.

15. Transfer.

This policy may not be transferred to another person without our written consent. This **Coverage** is not transferable to other **Pets**.

16. Period of Insurance and Territory.

This policy applies only to **Injuries** and/or **Illnesses** occurring:

a. During the policy period as shown in the Declarations; and

b. Within the policy territory.

The policy territory is The United States of America, its territories or possessions.

Exceptions may be made for military deployments and vacations as long as the Named Insured's primary residence is located in the policy territory.

17. 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:

a. Documents,

b. Notices, and

c. 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 your responsibility to keep your contact details including email address current and correct.

18. Conformity to State Statutes.

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

19. Our Right to Recover Payment.

If we make a payment under this policy and the person to or for whom the payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall:

a. Sign and deliver to us any legal papers relating to that recovery;

b. Do whatever is necessary to enable us to exercise our rights; and

c. Do nothing after loss to prejudice them.

If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

a. Hold in trust for us the proceeds of the recovery; and

b. Reimburse us to the extent of our payment.

20. Opting out of Illness Waiting Period.

Coverage for new **Illnesses** will be afforded during the fourteen (14) day **Illness Waiting Period** if your pet is examined by a **Veterinarian** after the **Pet Original Start Date** and the medical record specifically notes your pet does not have any current **Pre-existing Conditions**.

21. Policy Renewal.

We will automatically renew your policy at expiration unless you are otherwise notified of nonrenewal. If we offer to renew or continue and you or your representative does not accept, this Policy will automatically terminate at the end of the current policy period. Failure to pay the required **Renewal** or continuation premium when due shall mean that you have not accepted our offer.

We may change the premium, **Reimbursement Percentage** amounts, **Deductible**, policy terms and conditions at **Renewal**. You will be notified of changes in writing.

22. Deductible and Reimbursement Percentage.

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

23. Your Duties in the Event of a Claim.

a. You must provide us with notice of loss within 60 days of your policy end date or **Renewal**.

b. You must submit complete and legible itemized receipts for **Veterinary Expenses** that identify your **Pet** by name.

c. You must provide us with all medical records or requested documentation from your **Veterinarian(s)** relating to your **Pet's** health upon our request.

d. You must submit to an examination under oath at our request and give us a signed statement of your answers.

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

24. Suit Against Us.

No action can be brought against us unless there has been full compliance with all of the terms of this policy and the action is started within three (3) years after the date of loss.

PART VII. – HOW TO FILE A CLAIM.

1. Upload on your customer portal at: my.embracepetinsurance.com

2. Email pdf or jpeg files as attachments to: claims@embracepetinsurance.com

3. Fax: (800) 238-1042

4. Mail:

Embrace Pet Insurance Claims Department
P.O. Box 22188
Beachwood, OH 44122-0188

Claim Procedure.

Any **Claim** you make will be assessed fairly, reasonably and promptly against the information you provide and the terms of the policy.

1. All **Claims** must be submitted during the policy term that was in force when the **Claim** occurred or within sixty (60) days of the end of that term. If the **Claim** is not submitted within the required time frame, the **Claim** will be closed and not processed. We will post our decision on your MyEmbrace customer portal.

2. We will not guarantee **Coverage** verbally over the phone or by online chat.

3. You must provide all itemized invoices from your **Veterinary Provider** before we will reimburse you. Save the originals in case we require them from you.

An Explanation of Benefits form will be available to you on your MyEmbrace customer portal that shows how we determined the result of your **Claim**.

PART VIII. – APPEALS AND COMPLAINTS.

If you disagree with the outcome of your **Claim**, you may dispute it as described in this Part.

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 sixty (60) days of the end date or **Renewal** of your policy. You may contact us using the information below.

Send your appeal request to:

1. Email: askclaims@embracepetinsurance.com

2. Fax: (800) 238-1042

3. Mail:

Embrace Claim Appeal Department
P.O. Box 22188
Beachwood, OH 44122-0188

Procedure.

1. First Appeal.

Once we receive your formal appeal or complaint, an appeal **Claim** will be created within five (5) business days. A letter from your **Veterinarian** is recommended, but not required. We will answer you within thirty (30) business days with our decision. If it takes us longer than thirty (30) business days to complete our review, we will notify you as to when you can expect an answer.

2. Second Appeal.

If you disagree with our decision in the First Appeal, you may request a Second 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:

a. Who is independent of Embrace and the Named Insured,

b. Who is not controlled by us, and

c. Who has not been a part of your **Pet's** veterinary team previously,

will conduct an external review of medical records and appeal letters and will answer questions about the conditions noted in these records.

Embrace will provide the decision to the Named Insured within five (5) business days of receiving the independent **Veterinarian's** report. The Second Appeal process may take up to sixty (60) days.

If the complaint is regarding the policy terms and conditions and not a medical issue, your Second Appeal will be submitted to Embrace's underwriting company for review, not to an external **Veterinarian.**

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's Department of Insurance. Please refer to your individual state's department of insurance for details, applicable rules and laws.