

This policy has been written in readable language to help you understand its terms. For service, information or questions concerning this policy, please contact Paw Protect at (888) 812-6704.  
**PLEASE READ YOUR POLICY CAREFULLY**

# 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*

4530 Richmond Rd  
Cleveland, Ohio 44128

*Your policy is fully administered by Embrace Pet Insurance Agency LLC.*

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

**PLEASE 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.

For the purposes of this document, Embrace and Paw Protect brands are used interchangeably.

**IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.**



## 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 Pages 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 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. **Allowable Charge(s)** means the costs of the actual **Treatment(s)** provided by your **Veterinary Provider**.
4. **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**.
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. **Behavioral Therapy** includes diagnosis by a **Veterinarian**, laboratory testing, FDA approved **Medications** and specialized training sessions by a **Veterinarian**.
8. **Bilateral Condition** is a condition or disease that affects both sides of the body.
9. **Chronic Condition** is a detectable condition that, once developed, is deemed incurable or likely to continue for the remainder of a **Pet's** life.
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** include 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 will 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. This does not include FORLs or **Illnesses** manifesting as oral diseases such as FELV gingivitis, feline bartonella infection, or auto-immune (eosinophilic) stomatitis.
- 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. Genetic Condition** means an **Illness** whose presence is determined by hereditary factors.
- 18. Illness** means sickness, disease, or any change in a **Pet's** normal, healthy state, which is not caused by **Injury** to the **Pet**.
- 19. Injury** means physical harm or damage to your **Pet**.
- 20. 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.
- 21. 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.
- 22. 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 **Waiting Periods**.
- 23. Medically Necessary** means directly and materially related to a covered **Illness** or **Injury**, in our reasonable judgment.
- 24. 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**.
- 25. 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, but not limited to intervertebral spaces.
- 26. Pet** is a cat or dog named and described in the Schedule Page(s) and both owned by you and residing with you.
- 27. 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.

- 28. 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.
- 29. 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.
- 30. 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**.
- 31. Professional Services** are diagnosing, treating, operating, or prescribing for any cat or dog **Illness** or **Injury**.
- 32. Pre-existing Condition(s)** means:
- A **Chronic Condition** observed by you or your **Veterinary Provider** prior to the end of the **Waiting Period** for your **Pet(s)** and any related conditions; or
  - An **Illness** or **Injury** that first occurred or showed **Clinical Signs** prior to the end of the **Waiting Period** for your **Pet** and any related conditions.
  - Undiagnosed** conditions with the same **Clinical Signs** as those in **a.** or **b.** above are also considered pre-existing.
- 33. Reimbursement Percentage** is the amount of the covered **Allowable Charge** for which you may be reimbursed.
- 34. Temporary Condition** means an abnormal **Clinical Sign** or diagnosis, which is likely to resolve. A **Temporary Condition** may become a **Chronic Condition**.
- 35. 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**.
- 36. Undiagnosed** means the underlying or causative condition has not yet been identified.
- 37. Veterinarian** means a currently licensed Doctor of Veterinary Medicine.
- 38. Veterinary Provider** means a **Veterinarian**, veterinary technician or veterinary nurse currently licensed in the state in which **Treatment** is performed.
- 39. Waiting Period** means the time period where the policy's **Coverage** is restricted. For this policy, the time period is two (2) days for **Accidents** 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 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** 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 **Preexisting 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 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 **Policy Start Date** through the end of the **Waiting Periods**. 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 must contain detailed **Veterinarian** examination findings and must be made available to us for review to satisfy the examination requirement 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 your **Pet's** first **Illness Claim** is submitted, or you request a **Medical History Review**. This request may be made any time after the policy fourteen (14) day **Illness Waiting Period** is complete.
10. 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 **Accidents** 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.

## PART III – COVERAGE

### THE FOLLOWING COVERAGES APPLY SEPARATELY TO EACH PET.

#### 1. Coverage

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

- a. **Accidents**, including but not limited to an automobile **Accident**, ingestion of a foreign body, poisoning, animal bites, and gastric torsion, 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**; or
- b. **Illnesses**, including but not limited to **Genetic Conditions**, cancer, and **Chronic Conditions** (if shown as applicable on the Schedule Page(s)); or
- c. Accidental **Orthopedic** or dental fractures that occur or first show signs after the end of the **Accident Waiting Period**.
- d. If indicated on your **Pet's** Schedule of Insurance of the Declarations Page, we will reimburse you for the costs of **Medications** your **Veterinarian** prescribes as part of your **Pet's Accident** or **Illness Treatment** that started after the **Waiting Period** and during the policy period.
- e. We will reimburse you for **Pet Ambulance** transport costs in the case of a medical emergency, by our best estimation.
- f. We will reimburse you for eligible Veterinary **Treatment** expenses caused by **Dental Illness**, in excess of the **Deductible** amount, subject to **Reimbursement Percentage** requirements and a \$1,000 **Annual Maximum** sub-limit, for 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.

#### 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 of the Declarations Page;
- 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 of the Declarations Page;
- 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 of the Declarations Page) performed by a **Veterinarian** for the **Treatment of Behavioral Therapy**.

### 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 **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, 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 a **Pre-existing Condition**.
- 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** 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:

- 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, and dewclaw removal;
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 Treatments;**



5. **Complementary Therapies** performed as maintenance, prevention or not as the initial course of **Treatment**;
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 you, your family members, anyone living with you, or any other persons who have care, custody, or control of your **Pet**;
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. 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 Page;
14. Cosmetic, aesthetic, or elective surgery including tail docking, ear cropping, de-clawing or any other surgical procedure not related to **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. This exclusion does not apply to Hill's y/d diet (or a similar preparation by another manufacturer) used in **Treatment** for feline hyperthyroidism;
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 "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;

17. Any administration fees charged by a **Veterinary Provider** or others, including chart set-up fees, prescription dispensing fees, or for providing information required by us;
18. Professional fees and services performed by a **Veterinary Provider** for his/her own cat or dog;
19. 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;
20. 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;
21. 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;
22. 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;
23. 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 power, strikes, riots, or civil commotion;
24. Reiki;
25. Magnet Therapy;
26. Prolotherapy;
27. Ozone;
28. Hyperbaric Oxygen;
29. Electroacupuncture;
30. Veterinary **Orthopedic** Manipulation;
31. Massage;

- 32. Bicom;
- 33. TENS;
- 34. Extracorporeal Shock Wave Therapy; or
- 35. Nutritional Counseling.

## 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.

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 nonrenew 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

- 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 fifteen (15) days before the effective date of 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. The use or threat of violence or aggressive behavior against our staff, contractors or property.
  - viii. The use of foul or abusive language.
  - ix. 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 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 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 sixty (60) days before the end of the policy period.

#### 5. Misrepresentation, Concealment or Fraud

This policy will be cancelled if, whether before 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 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 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**, increasing the **Annual Maximum**, adding **Physical Examination Coverage** and/or **Medication Coverage**, or increasing the **Reimbursement Percentage**, 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. Adding a Pet Mid-term

All **Pets** in the same household are on the same policy. If you add a **Pet** to your policy midterm, all **Waiting Periods** 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. 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, 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.

## 11. 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.

## 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 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.

## 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 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 during the policy period shown on the Declarations Page and which occur anywhere in the world.

## 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 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 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 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.

## PART VII - HOW TO FILE A CLAIM

### For fastest claim processing:

- a. Upload on your customer portal at: <https://pawprotect-dev.embracepetinsurance.com/>
- b. Email: [claims@embracepetinsurance.com](mailto:claims@embracepetinsurance.com)
- c. Fax: (800) 238-1042

### Another option that may result in slower claim processing time:

- d. 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 or within sixty (60) days of the end of that term. You

must send us a **Claim** form that has been properly completed. We will post our decision on your customer portal.

2. We will not guarantee on the phone if we cover a **Claim**.
3. All **Claims** must be submitted on the **Claims** form that we email you with your policy documents. You may also request a **Claim** form be mailed or emailed to you.
4. 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.
5. You must cooperate with us in the investigation or settlement of the **Claim**.

An Explanation of Benefits form will be available to you on your customer portal that shows how we determined the amount to reimburse you for your **Claim**. If you disagree with the outcome of your **Claim**, you may dispute it as described in the following section.

## **PART VIII - APPEALS AND COMPLAINTS**

Upload your appeal letter on your customer portal at:

<https://pawprotect-dev.embracepetinsurance.com/>

### **Contact Information**

- a. Email: [claims@embracepetinsurance.com](mailto:claims@embracepetinsurance.com)
- b. Fax: (800) 238-1042
- c. Mail:

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

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 renewal of your policy. 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 confirm receipt of your appeal. We will answer you within fifteen (15) business days with our decision. If it takes us longer than fifteen (15) business days to complete our review, we will notify you.

#### **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, who is independent of Embrace and the Named 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 Named Insured within three (3) business 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's Department of Insurance. Please refer to your individual state's department of insurance for details, applicable rules and laws.

SAMPLE