

pet health insurance policy  
terms and conditions



**bronze**

AGCS Marine Insurance Company, a member of the Allianz Group  
33 West Monroe Street, Suite 1700, Chicago IL 60603

Administered by Fetch Insurance Services, LLC.

For questions concerning your policy, call 1-866-467-3875.

# index of policy provisions

## bronze

### pet health insurance policy terms and conditions

<b>I. Definitions Used Throughout This Policy</b>	<b>3</b>
<b>II. Insuring Agreement</b>	<b>4</b>
<b>III. Insured Coverages and Benefits</b>	<b>4</b>
1. Veterinary Fees.	4
<b>IV. Co-pay and Deductibles</b>	<b>4</b>
<b>V. General Exclusions</b>	<b>4-5</b>
<b>VI. Limits of Insurance</b>	<b>6</b>
<b>VII. General Conditions</b>	<b>6-7</b>
1. Eligibility.	6
2. Waiting Period.	6
3. Your Duties After Loss.	6
4. Payment of Loss.	6
5. Age of Your Pet.	6
6. Condition of Your Pet.	6
7. Care for Your Pet.	6
8. Concealment, Misrepresentation or Fraud.	6
9. Cooperation, Information and Examination.	6-7
10. Transfer of Your Rights and Duties.	7
11. Changing Your Level of Coverage.	7
<b>VIII. Other Terms and Conditions</b>	<b>7-8</b>
1. Legal Actions.	7
2. Appeals.	7
3. Our Right to Recover Payment.	7
4. Entire Policy.	7
5. Conformity to State Statutes.	7
6. Cancellation and Nonrenewal.	7-8
7. Promotional offers.	8
8. Liberalization.	8
9. Claim Forms and Proof of Loss.	8
10. Unpaid Premiums.	8
11. Electronic Delivery.	8



## I. Definitions Used Throughout This Policy

Some words or phrases in the policy have been defined below. Defined words or phrases are printed in bold type and have the following meanings, unless a different meaning is described in a particular coverage or endorsement.

<b>You, Your</b>	The Named Insured as shown on the <b>declarations page</b> .
<b>We, Us, Our</b>	The company providing this insurance, or the company's designated representative.
<b>Pet, Your Pet</b>	Any dog or cat named and described on the <b>declarations page</b> and for which a premium has been paid.
<b>Clinical Sign(s)</b>	Changes in <b>your pet's</b> normal healthy state, its bodily functions or behavior (as observed by any individual, or recorded in <b>your pet's</b> medical record).
<b>Co-pay(s)</b>	The percentage of <b>your</b> claim for which <b>you</b> are liable before any applicable <b>deductible</b> is applied.
<b>Congenital Defects or Abnormalities</b>	Any condition(s) or disorder(s) present at and existing from the birth of <b>your pet</b> .
<b>Declarations Page</b>	A written document comprising part of this policy which identifies the Named Insured, the policy number, the insured <b>pet</b> , the coverage options selected and the <b>maximum annual benefits</b> provided.
<b>Deductible(s)</b>	The fixed amount per <b>illness</b> or <b>injury</b> per <b>policy period</b> that will be deducted from any benefit payment made to <b>you</b> , after any <b>co-pay</b> amount has been deducted, for which <b>you</b> are liable prior to receiving any claims settlement.
<b>Exclusion(s)</b>	Any situation, event or <b>medical condition</b> not covered by this policy.
<b>Illness(es)</b>	Any change to the normal healthy state of <b>your pet</b> , a sickness, disease or <b>medical condition</b> (except mental or emotional disorders) not caused by an accident.
<b>Injury(ies)</b>	Physical harm or damage arising from normal activity or an accident.
<b>Maximum Annual Benefit</b>	The most <b>we</b> pay during the <b>policy period</b> as shown on each policy coverage on the <b>declarations page</b> .
<b>Medical Condition(s)</b>	All <b>clinical sign(s)</b> and symptoms resulting from the same diagnostic classification or disease process, regardless of the number of incidents or areas of the body affected.
<b>Medically Necessary</b>	Any <b>treatment</b> which is directly and materially related to a covered <b>illness</b> or <b>injury</b> , as certified by the treating <b>vet</b> .
<b>Policy Period(s)</b>	The one (1) year period from the effective date of this policy as set forth on the <b>declarations page</b> .
<b>Pre-existing Condition(s)</b>	A <b>medical condition</b> which first occurred or showed <b>clinical sign(s)</b> before the effective date of this policy or which occurred or showed <b>clinical sign(s)</b> during the policy waiting period.
<b>Preventive Care</b>	Any <b>treatment</b> , service or procedure, including but not limited to physical examinations, medications, surgeries, inoculations or laboratory procedures, for the purpose of prevention of <b>illness</b> or <b>injury</b> or for the promotion of general health, where there has been no <b>injury</b> or <b>illness</b> .
<b>Reasonable Cost(s)</b>	The fees regularly charged and incurred for a given <b>treatment</b> or procedure by the treating veterinary facility.
<b>Select Breeds</b>	Certain breeds of dog to which special policy conditions apply. If a dog is a select breed, it is noted on the <b>declarations page</b> under "Breed Classification."
<b>Specialist Vet</b>	A veterinarian who is certified by a recognized veterinary specialty organization (e.g., American College of Veterinary Internal Medicine), or who has received certification as a result of additional training.
<b>Specialized Treatment(s)</b>	Any veterinary <b>treatment(s)</b> administered at a specialist or referral veterinary facility, emergency care facility, after-hours veterinary facility, or accredited school/college of veterinary medicine.
<b>Terms and Conditions</b>	All provisions of this policy and incorporated application and <b>declarations page</b> .
<b>Treatment(s)</b>	Any veterinary care and prescribed medications administered by a <b>vet</b> in treating <b>your pet's injury</b> or <b>illness</b> .
<b>Vet</b>	Any properly licensed veterinarian or <b>specialist</b> veterinarian within the U.S. or Canada from whom <b>your pet</b> has received <b>treatment</b> .

## II. Insuring Agreement

Upon **your** payment of the premium when due, and in reliance of the statements **you** made in the application (a completed copy of which is attached hereto and made a part hereof), **we** will provide coverage as specifically described in this policy for **your** covered **pet** as shown on the **declarations page**.

The only **pet** covered by this policy is the **pet** listed on the **declarations page**. A covered **pet** is referred to as **pet** or **your pet** in this policy.

**We** will pay for **reasonable cost(s)** paid by **you** for the **treatment of your pet** during the **policy period**, for a covered **illness** or **injury**. Except if stated to the contrary, all benefits are subject to all the terms, conditions and limitations as stated herein and as shown on the **declarations page**.

## III. Insured Coverages and Benefits

**We** will provide the coverages to **you** as set forth in the numbered paragraphs below subject to the following:

1. Waiting period.
2. **Co-pay(s)**.
3. **Deductible(s)**.
4. **Exclusions**.
5. Limits of insurance.
6. Other terms, conditions and limitations in this policy and the **declarations page**.

### 1. VETERINARY FEES

**We** will pay the **reasonable cost(s)** of any **medically necessary treatment your pet** has received during the **policy period** for a covered **illness** or **injury**, up to the **maximum annual benefit** for this coverage part as specified on **your declarations page**. The **illness** or **injury** and veterinary **treatments** must take place within the **policy period**.

**We** will pay for consultations by a **vet** to diagnose and treat behavioral problems up to a **maximum annual benefit** of \$250. This benefit amount is part of, and not in addition to, your **maximum annual benefit** for vet fees. Coverage does not apply to obedience training.

## IV. Co-pay and Deductibles

For each **illness** or **injury** that is treated during the **policy period** and that is not related to any other **illness** or **injury** during the same policy year, **you** will pay an amount of **co-pay** and a **deductible** as stated on **your declarations page**.

The **co-pay** percentage will be deducted from the total of all costs for a covered **illness** or **injury**. Once the **co-pay** has been applied, the **deductible** will be applied to the remaining amount.

The **deductible** will be applied separately to each separate **medical condition**. When the **treatment** dates of an **illness** or **injury** fall into two or more **policy periods** **you** will be required to pay a **deductible** for each **policy period**.

As an example, if **you** have a covered claim of \$1,000 to which a ten (10) percent **co-pay** and \$50 **deductible** apply, first the ten (10) percent **co-pay** is applied and \$100 is deducted from the covered amount. Then the \$50 **deductible** is applied and taken off the covered amount. This means that out of the original \$1,000, **we** will reimburse **you** a total amount of \$850.

In addition to the application of the **deductible** and **co-pay**, there are total limits on **our** insurance per **policy period** as set forth on the **declarations page** as **maximum annual benefits**. (See also Section VI.)

A twenty (20) percent **co-pay** as stated on **your declarations page** will automatically apply to covered claims in the event that **your pet** receives **specialized treatment** or **treatment** from a **specialist vet** except if treated for an immediate life-saving emergency consultation.

## V. General Exclusions

The following general **exclusions** apply to **your** policy and coverage parts. **We** will NOT pay costs **you** incur for **your pet** in the following categories:

- a. Any matter not set forth in Section III.
- b. Expenses beyond the Limits of Insurance as described in Section VI. a.
- c. Any cost for treating an **illness** or **injury** incurred while the policy is not in force.
- d. The portion of the cost of treating an **illness** or **injury** that is greater than the **reasonable cost(s)** for treating such **illness** or **injury**.
- e. The cost of any **treatment** for **pre-existing conditions** as follows:
  - i. Any **injury** that happened or any **illness** that first showed **clinical sign(s)** before the effective date of this policy. Or for any **illness** that first showed **clinical sign(s)** during the first fourteen (14) days beginning on the effective date of **your** policy. Or for any **injury** that occurred during the first twenty-four (24) hours beginning on the effective date of **your** policy.
  - ii. Any **injury** or **illness** that is the same as, or has the same diagnosis or **clinical sign(s)** as any **injury, illness or clinical sign(s) your pet** had prior to the effective date of **your** policy. Or for any **illness** that is the same as, or has the same diagnosis or **clinical sign(s)** as any **illness your pet** had during the first fourteen (14) days beginning on the effective date of **your** policy. Or for any **injury** that is the same as, or has the same diagnosis or **clinical sign(s)** as any **injury** that occurred to **your pet** during the first twenty-four (24) hours beginning on the effective date of **your** policy.
  - iii. Any **injury** or **illness** that is caused by, relates to or results from any **injury, illness or clinical sign(s) your pet** had prior to the effective date of **your** policy. Or for any **illness** that is caused by, relates to or results from any **illness or clinical sign(s) your pet** had during the first fourteen (14) days beginning on the effective date of **your** policy. Or for any **injury** that is caused by, relates to or results from any **injury** that occurred to **your pet** during the first twenty-four (24) hours beginning on the effective date of **your** policy. No matter where the **injury, illness or clinical sign(s)** are noticed or occur on **your pet's** body. (See also Section VII. 2.)

Except for on-going **medical conditions** that were diagnosed after the effective date of the first **policy period** where continuous coverage with a pet insurance policy administered by Fetch Insurance Services, LLC, was maintained thereafter.

- f. **Congenital defects or abnormalities** where **clinical sign(s)** were apparent prior to the effective date of the policy or that became apparent during the first fourteen (14) days beginning on the effective date of **your** policy.
- g. Any **treatment** associated with damage or rupture of cruciate ligaments, luxation of the patellas or other soft tissue disorders of the knee where **clinical sign(s)** occur during the first six (6) months that the policy is in effect. Except coverage is given if your pet is examined by a **vet** within the first thirty (30) days of the policy and the medical record specifically notes **your pet** does not have any **pre-existing conditions** relating to the knees.
- h. If **your pet** has received **treatment** for a cruciate or soft tissue **injury** to one knee during the first six (6) months of the policy (where no certification of knee health has been provided as described in Section V.g.) then the other knee is automatically excluded from coverage for a period of twelve (12) months from the date of last **treatment** to the affected knee.
  - i. If **your pet** has received **treatment** for a cruciate or soft tissue **injury** to one knee prior to policy inception then the other knee is automatically excluded from coverage for the longer period of
    - i. twelve (12) months from the date of last **treatment** to the affected knee
    - ii. the first six (6) months that the policy is in effect, as per Section V.g.

- j. If **your pet** has shown **clinical signs** of a cruciate or soft tissue **injury** to one knee prior to the effective date of this policy or during the first six (6) months of the policy (where no certification of knee health has been provided as described in Section V.g.) and appropriate **treatment** has not been performed, then the other knee is automatically excluded from coverage. Once appropriate **treatment** has been performed, the other leg is excluded from coverage for a period of twelve (12) months from the date of last **treatment** to the affected leg.
  - k. Intervertebral disc disease when another disc in the same or neighboring spinal region (e.g. cervical, lumbosacral) was previously treated or showing **clinical sign(s)** prior to the effective date of this policy or during the first fourteen (14) days beginning on the effective date of the policy.
  - l. The cost of any **treatment** for dental disease where **clinical sign(s)** (including, but not limited to, tartar, gingivitis, pulp exposure or halitosis) were observed prior to the effective date of the policy or during the first fourteen (14) days beginning on the effective date of **your** policy.
  - m. Food, including food prescribed by a **vet**, to treat or prevent **illness** unless the food is used to dissolve existing bladder stones and crystals in urine. In such circumstances **we** will only pay for the food for a period of up to six (6) months of **treatment**. After six (6) months of **treatment** **we** reserve the right to request a urine sample from **your pet** to determine whether continued **treatment** is necessary.
  - n. Any costs for a pet less than six (6) weeks old.
  - o. Any **illness** contracted outside the U.S. or Canada that the **pet** would not have normally contracted in the U.S. or Canada.
  - p. Costs arising out of or related to:
    - i. Breeding.
    - ii. Pregnancy.
    - iii. Whelping or nursing.
 Except costs of any complications arising from these items. However, for coverage to apply, the date of breeding must fall after the first fourteen (14) days of the effective date of **your** policy.
  - q. Bathing **your pet** unless a **vet** certifies that bathing was **medically necessary** and that only a **vet** or a member of veterinary staff could bathe your pet.
  - r. Telephone consultations, including nutritional consultations.
  - s. Routine and preventive treatment, including but not limited to:
    - i. Vaccinations (and vaccine titers and nosodes).
    - ii. Preventive medications (including those for heartworm and flea and tick prevention).
    - iii. Routine examinations.
  - t. The cost of boarding **your pet** at a veterinary facility. Hospitalization is a covered expense provided that it is **medically necessary**.
  - u. The cost of any form of housing, including cages – rented or bought.
  - v. The cost of renting:
    - i. A swimming pool.
    - ii. A hydro-therapy pool, or
    - iii. Any other pool or hydro-therapy equipment.
  - w. Any of the following methods of **treatment** not given by a **vet**:
    - i. Holistic.
    - ii. Homeopathic.
    - iii. Acupuncture.
    - iv. Chiropractic.
    - v. Physical therapy.
  - x. Experimental procedures and **treatments**.
  - y. Cloned pets or cloning procedures, whether or not deemed experimental or for research.
  - z. Organ transplants not deemed **medically necessary** or not first approved by us.
- aa. Any amount as a result of:
    - i. Obedience or training classes, including puppy classes.
    - ii. Training, correctional devices, or preventive products.
    - iii. The **treatment** of coprophagia or other eating disorders.
  - bb. Grooming or grooming supplies.
  - cc. **Treatments** or preventive **treatments** for parasites or conditions related to parasites (internal or external) unless there is no preventive medication for the parasite including but not limited to:
    - i. Heartworms.
    - ii. Fleas.
    - iii. Ticks.
    - iv. Roundworms.
    - v. Tapeworms.
    - vi. Hookworms.
  - dd. Elective or specialty procedures, including but not limited to:
    - i. Docking of tails.
    - ii. Removal of dewclaws.
    - iii. Removal of eyelashes.
    - iv. Cropping of ears.
    - v. Spaying or neutering.
    - vi. Cosmetic dentistry.
    - vii. Elective gastropexy.
    - viii. Routine/preventive anal gland expression.
  - ee. Time and travel expenses to a **vet's** premises or hospital.
  - ff. Costs for **illness** or **injury** that arise out of:
    - i. Racing.
    - ii. Coursing.
    - iii. Commercial guarding.
    - iv. Organized fighting.
    - v. Any other occupational, professional or business uses of **your pet**.
  - gg. Costs arising from any intentional **injury** or abuse (including persistent neglect) of **your pet**, by **you** or a member of **your** household.
  - hh. Any costs that arise from an **injury** or **illness** for which **you** were advised by a **vet** to take preventive measures and did not do so.
    - ii. House calls, unless a **vet** certifies them essential in an emergency.
  - jj. Extra costs for treating **your pet** outside of usual surgery hours. Unless the treating **vet** certifies that an immediate life-saving consultation is needed.
  - kk. The costs of having **your pet** put to sleep (unless suggested by the treating **vet**), examined or tested post-mortem, cremated or otherwise disposed of. The destruction of a **pet** deemed dangerous is not covered.
- II. Any amount as a result of:
    - i. Invasion.
    - ii. War.
    - iii. Revolt.
    - iv. Rebellion.
    - v. Revolution, military or usurped power.
    - vi. Governmental seizure.
    - vii. Quarantine.
    - viii. Other action related to public safety or health.
  - mm. **We** will not pay for the **treatment**, death or humane destruction directly or indirectly
    - i. caused by,
    - ii. happening through,
    - iii. as a result of,
    - iv. or contributed to or by Avian Influenza or any mutant variation.
  - nn. Any expenses if other General Conditions set forth in Section VII, or conditions applicable to **you** and set forth in Section VIII have not been met.

## VI. Limits of Insurance

- a. Regardless of the number of claims made or covered **illnesses** or **injuries** that occur during the **policy period**, **our** total limit of insurance for each **policy period** for all covered costs shall not exceed the amount shown on the **declarations page** under **maximum annual benefit**. This limitation shall apply to the **pet** which this insurance applies, and is listed on the **declarations page**.
- b. All benefits under this policy shall cease when **your** policy terminates.

## VII. General Conditions

### 1. ELIGIBILITY

This Policy is issued in consideration of:

- a. **Your** policy application, a copy of which is attached hereto and made a part hereof.
- b. **Our** completed **declarations page** containing **your** policy choices and other information, a copy of which is attached hereto and made a part hereof.
- c. **Your** payment of premium in the amounts and at the times as stated on **your declarations page**.

### 2. WAITING PERIOD

There is a fourteen (14) day waiting period beginning on the effective date of **your** policy during which **we** will not cover any **illness** of **your pet**. The waiting period will not apply to any renewal of **your** policy if continuous coverage is maintained. Coverage for **injury** of **your pet** will begin twenty-four (24) hours after the effective date of **your** policy. (See also Section V. e.) Conditions that occur during the waiting period are excluded from **your** policy as **pre-existing conditions**.

### 3. YOUR DUTIES AFTER LOSS

If **your pet** suffers an **illness** or **injury** that may be covered by **your** policy, **you** must:

- a. Visit a veterinary clinic within forty-eight (48) hours after first noticing **clinical sign(s)** relating to an **illness** or **injury**.
- b. Complete and send to **us** a claim form describing the **illness** or **injury** as soon as practicable but no later than ninety (90) days after end of the **policy period**. This form must list the following information:
  - i. **Your** name.
  - ii. The description of **your pet**.
  - iii. **Your** policy number.
  - iv. Description of claimed **illness** or **injury**.

**You** must sign the claim form. A staff member from the treating veterinary facility must initial the form.

- c. Provide **us** with copies of invoices from the treating veterinary facility showing:
  - i. The **treatments** administered.
  - ii. The fees charged.
  - iii. Proof of payment (i.e. receipt and/or invoice showing zero balance due).
- d. Provide **us** with copies of invoices and proof of payment for prescribed medications.
- e. Otherwise cooperate with **us** in the investigation of any claim which includes providing a complete medical history for **your pet**. (See also Section VII. 8. and VII. 9.). Failure to comply with these conditions may result in a claim not being covered.

### 4. PAYMENT OF LOSS

Once **you** have provided the written notice and other specified information to **us**, **we** will determine whether the **illness** or **injury** is covered by this policy. **We** will compute any applicable **co-pay** and **deductible(s)**. **We** will then make **our** reimbursement to **you** within thirty (30) days from **our** receipt of all required information. A statement showing the basis for **our** reimbursement will be available through **your** online account or upon request. This will include the effect of the **co-pay** and **deductible** calculations, deducted non-coverable items and any **maximum annual benefits**, if applicable.

We cannot pre-authorize or guarantee coverage of a claim by telephone. For preauthorization of a **treatment**, **you** must complete a Preauthorization Form, available by request or through **your** online account.

### 5. AGE OF YOUR PET

- a. If **you** do not know the exact date of birth of **your pet**, **we** will use the average of the estimates of **your pet's** age as referenced in **your pet's** medical records from the veterinary clinics and shelters.
- b. If **you** are renewing a policy for a dog age eight (8) or older (five (5) for **select breeds**), **you** must follow **your vet's** advice with regards to senior wellness testing.

### 6. CONDITION OF YOUR PET

In the original application for this insurance, **you** represented that **your pet** described on the **declarations page** was in good health, free of **illness** or **injury** as of the effective date of this policy, except for those **medical conditions** that **you** disclosed in **your** application. In order to assess a claim **we** require full medical records from any **vet** who has treated **your pet**.

### 7. CARE FOR YOUR PET

- a. In order for **your** policy to remain valid **you** must take care of **your pet** and arrange and pay for **your pet** to have the following:
  - i. An annual health check.
  - ii. An annual dental exam.
  - iii. Any **treatment** normally suggested by a **vet** to prevent **illness** or **injury**.
- b. If **your pet** has not been examined by a **vet** within the twelve (12) months prior to the effective date of the policy **you** must arrange to have **your pet** examined at **your** own expense within the first thirty (30) days after the effective date of the policy. The examination will be used as the basis for determining any **pre-existing conditions**. This section applies to both new policies and continuous policy years where **your pet** has not received the care described in Section VII.7.a. For the avoidance of doubt; if **your pet** does not receive its annual health check during a period of continuous coverage, the next examination will be used as the basis for determining any **pre-existing conditions**.
- c. To be afforded coverage for the diseases listed below, **you** must keep **your pet** vaccinated at **your** expense, as recommended by **your vet**. **We** will not pay any claims that result from or are related to any **illness** that is listed below that a **vet**-recommended vaccine would have prevented.
  - i. Canine distemper.
  - ii. Canine adenovirus 2 (canine viral hepatitis).
  - iii. Canine parainfluenza.
  - iv. Canine parvovirus.
  - v. Leptospirosis.
  - vi. Rabies.
- d. **You** must take **your pet** to be examined and treated by a **vet** within forty-eight (48) hours after first noticing **clinical sign(s)** relating to an **illness** or **injury**.

### 8. CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy is void in any case of fraud by **you** at any time as it relates to this policy. It is also void if **you** at any time intentionally conceal, misrepresent or exaggerate a material fact concerning:

- a. this policy.
- b. **your pet**, or
- c. a claim under this policy.

### 9. COOPERATION, INFORMATION AND EXAMINATION

**You** agree that any **vet** who has treated **your pet** has **your** permission to release any information **we** may ask for about **your pet**. **You** further agree that **we** have the right to have **your pet** examined by a veterinarian of **our** choosing at **our** own expense. In the event of any disagreement in the diagnosis of **your pet's** condition(s) or **treatment(s)** between **your** and **our** veterinarian, an independent veterinarian mutually agreed upon by both parties will be appointed. Written agreement signed by any two of these three

will be binding subject to **our** mutual agreement. The costs incurred by the independent veterinarian are shared equally by both **you** and **us**.

#### 10. TRANSFER OF YOUR RIGHTS AND DUTIES

**You** must be the owner of the **pet**. If ownership of the **pet** transfers to another individual, coverage may be continued without interruption, if approved in writing by **us** upon **our** receipt of proof of transfer of ownership and continued payment of premium.

#### 11. CHANGING YOUR LEVEL OF COVERAGE

**You** are entitled to apply for a downgrade of **your pet's** coverage at any time during the **policy period**. This request must be made in writing. The request will become effective on the first day of the month following approval. If **you** choose to downgrade **your** level of coverage, then any **injury** or **illness** first diagnosed or treated before the change was made will be subject to the new **maximum annual benefit**.

**You** may apply for an upgrade of **your** coverage once per **policy period**. This request must be in writing and will become effective on the first day of the month following approval. Upgrades are subject to re-underwriting. **Exclusions** may be applied. If **you** choose to upgrade **your** level of coverage, then any **illness** or **injury your pet** had, or any **illness** or **injury** that first showed **clinical sign(s)** before the change was made will be subject to the **maximum annual benefit** in place at the time the condition was first diagnosed or showed **clinical sign(s)**. A new **declarations page** or a Change Endorsement indicating **your** new level of coverage will be issued on approval. Any **exclusion(s)** already on the policy will carry over. New **deductible** and **co-pay** amounts may apply when coverage is changed.

### VIII. Other Terms and Conditions

#### 1. LEGAL ACTIONS

No one may bring a legal action against **us** until there has been full compliance with all the terms of this policy. No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. **You** will have three (3) years from the time written proof of loss is required to be furnished to take legal action against **us** with respect to recovery of a claim under this policy.

#### 2. APPEALS

In the event of any disagreement regarding the outcome of a claim, **you** may appeal to have **your** claim undergo Internal Review. All requests to appeal **your** claim must be made within ninety (90) days of the denial of **your** claim in writing to **us**. Any submitted appeal should state clearly why **you** or **your vet** disagrees with the initial determination, along with any supporting documentation.

#### INTERNAL REVIEW

**Your** claim will be reviewed by one of **our** claims specialists in collaboration with a claims manager and **our** veterinarian, when applicable. A written notice of the outcome of the Internal Review will be sent to **you**. If the original claims decision is upheld based on the Internal Review, the written notice will cite the specific reasons for the decision, citing the relevant sections of **your** policy.

#### 3. OUR RIGHT TO RECOVER PAYMENT

- a. If **we** make a payment under this policy and **you** have the right to recover damages from another for the same transaction or condition, **we** shall be subrogated to that right. **You** agree to cooperate with **us** in **our** subrogation effort.
- b. If there is other valid coverage, not with **us**, providing benefits for the same loss and of which **we** have not been given written notice prior to the condition or commencement of loss, **we** may assert a right of contribution. **You** agree to assist **us** in **our** effort to obtain contribution.
- c. If any claim under this policy is eligible for coverage or reimbursement by any other insurance, this policy shall be deemed excess insurance to any policy where start of coverage predates Petplan coverage. Reimbursement under this policy will only be available once benefits under any other policy have been met. It is **your** responsibility to notify **us** if other insurance is in effect. Failure to do so will be deemed concealment or misrepresentation and may void coverage (see also Section VII. 8.).

#### 4. ENTIRE POLICY

This policy, the **declarations page**, **your** application, and any endorsements contain all the agreements between **you** and **us**. The terms may not be changed or waived except by an endorsement issued by **us** and made a part of this policy.

#### 5. 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 provisions are amended to conform to such statutes.

#### 6. CANCELLATION AND NONRENEWAL

- a. **You** may cancel this policy at any time by returning it to **us** or by notifying **us** in writing of the effective date of the future cancellation. If **you** notify **us** within the first thirty (30) days from the effective date shown on the **declarations page**, and **you** have not submitted any claim against this policy, **we** will refund the entire premium. After thirty (30) days, **we** will return the pro rata premium less ten percent (10%) based upon the date of termination of this policy.
- b. **We** may cancel this policy (or any renewal of this policy) if **you** fail to pay the premium when due. In such a case, a written notice will be sent to **you** at **your** address shown on the **declarations page**, providing at least fifteen (15) days' notice of **our** intent to cancel. Otherwise, **we** may cancel this policy by providing **you** at least thirty (30) days' written notice.
- c. **We** may cancel the policy (or any renewal of this policy) due to the following:
  - i. A loss of or substantial decrease in reinsurance.
  - ii. **Your** material failure to comply with policy **terms and conditions**.

- iii. A substantial change in the condition, factor or loss experience material to insurability (except that a material change in the covered **pet's** health does not constitute a change that would provide grounds for cancellation of the policy).
  - iv. If **you** fail to send **us** relevant information in respect to a claim.
  - v. **You** materially misrepresent or exaggerate relevant information pertaining to this policy or a claim.
- d. **We** may elect not to renew this policy on the expiration date (for any of the reasons stated in Section VIII.6.c above). **We** may do so by mailing to **you** at **your** address shown on the **declarations page**, written notice at least sixty (60) days prior to the expiration date. A decision to not renew a policy will not be made based on a **pet's** medical history or claims activity.
- e. **We** will automatically renew **your** policy at expiration, unless **you** are otherwise notified of nonrenewal. **We** may change the premium, **co-pay** amounts, **deductible(s)** and policy **terms and conditions** at renewal. **You** will be notified of all changes in writing.
- f. In the event of cancellation, **we** will promptly return to **you** the unearned portion of any premium paid. Cancellation shall be without prejudice to any claim occurring prior to the effective date of cancellation.

**7. PROMOTIONAL OFFERS**

Each Named Insured may receive from time to time certain promotional offers. These offers include but are not limited to gift cards, coupons, gift certificates, items of merchandise, and similar promotional items. But in no event will promotional items exceed a value of \$25.00.

**8. LIBERALIZATION**

If **we** adopt any revision which would broaden the coverage under this policy within sixty (60) days prior to or during the **policy period**, with no adjustment of premium, the broadened coverage will immediately apply to this policy.

**9. CLAIM FORMS AND PROOF OF LOSS**

Failure to furnish proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, given that such proof is furnished as soon thereafter as reasonably possible.

**10. UNPAID PREMIUMS**

Upon the payment of a claim under this policy, any premium that is due and unpaid or covered by any note or written order may be deducted from the claim.

**11. ELECTRONIC DELIVERY**

It is agreed that, unless otherwise notified by **you**, all documents and communications regarding this policy, its endorsements, and any notices may be delivered to **you** by electronic mail using the email address associated with **your** policyholder account, except documents required to be delivered by another method. It is further agreed that it is **your** responsibility to keep **your** contact details, including email, telephone and postal address, current and correct.

In **Witness Whereof**, the issuing Company has caused this policy to be signed officially below.



Julie Garrison, Secretary



Arthur E. Moosmann, President

AGCS Marine Insurance Company