

pet health insurance policy

terms and conditions

gold

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

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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.

You, Your	The Named Insured as shown on the Declarations Page .
We, Us, Our	The company providing this insurance, or the company's designated representative.
Pet, Your Pet	Any pet named and described on the Declarations Page and for which a premium has been paid.
Clinical Sign(s)	Changes in your pet's normal healthy state, its bodily functions or behavior.
Co-pay	The percentage of your claim for which you are liable before any applicable deductible is applied.
Congenital Defects or Abnormalities	Any condition(s) or disorder(s) that is present at and existing from the birth of your pet .
Declarations Page	A written document comprising part of this policy which identifies the Named Insured, the policy number, the insured pet , the coverage options selected and the maximum annual benefits provided.
Deductible(s)	The fixed amount per illness or injury per policy period that will be deducted from any benefit payment made to you , after any co-pay amount has been deducted, for which you are liable prior to receiving any claims settlement.
Exclusion(s)	Any situation, event or medical condition not covered by this policy.
Illness(es)	Any change to the normal healthy state of your pet , a sickness, disease or medical condition (except mental or emotional disorders) not caused by an accident.
Injury(ies)	Physical harm or damage arising from normal activity or an accident. Cruciate ligament conditions are specifically defined as not resulting from an injury .
Maximum Annual Benefit	The most we pay during the policy period as shown on each policy coverage of the Declarations Page .
Medical Condition(s)	All clinical sign(s) and symptoms resulting from the same diagnostic classification or disease process, regardless of the number of incidents or areas of the body affected.
Medically Necessary	Any treatment which is directly and materially related to a covered illness or injury , as certified by your primary veterinarian (vet) .
Policy Period(s)	The one (1) year period from the effective date of this policy as set forth on the Declarations Page .
Pre-existing Condition(s)	A medical condition which first occurred or showed clinical sign(s) or symptoms before the effective date of this policy or which occurred or showed clinical sign(s) or symptoms during the policy waiting period.
Preventive Care	Any treatment , service or procedure, including but not limited to physical examinations, medications, surgeries, inoculations or laboratory procedures, for the purpose of prevention of illness or injury or for the promotion of general health, where there has been no injury or illness .
Primary Vet	Any properly licensed vet within the US, and its territories including Puerto Rico that is a member of the American Veterinary Medical Association, acting within the scope of his/her license, and to whom you have not been referred for additional or specialized treatment .
Reasonable Cost(s)	The fees regularly charged and incurred for a given treatment or procedure by the treating veterinary facility.
Referral Vet	Any licensed vet who you visit, or to whom your Primary Vet refers your pet for additional or specialized treatment who is accredited in their field of expertise.
Specialist Vet	A vet who is certified by a recognized veterinary specialty organization.
Specialized Treatment(s)	Any veterinary treatment administered by a specialist vet or at a specialist or referral veterinary facility, after hours veterinary facility, or accredited school/college of veterinary medicine.
Terms and Conditions	All provisions of this policy and incorporated application and Declarations Page .
Treatment(s)	Any veterinary care and prescribed medications administered by your primary vet in treating your pet's injury or illness .

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 veterinary consultations provided by a licensed vet accredited in behavioral therapy. The consultation must be to diagnose and treat behavioral problems where an underlying **medical condition** is the cause of **your pet's** behavioral issues. The maximum annual benefit for behavioral therapy is \$1,000. This benefit amount is part of, and not in addition to, your annual limit of coverage for vet fees. Coverage does not apply to obedience training.

2. ADVERTISING AND REWARD

We will pay for the cost of advertising or offering a reward if **your pet** is stolen or strays during the **policy period**. This coverage is limited to the **maximum annual benefit** as specified on **your Declarations Page**. There is no **co-pay** or **deductible** applied to this coverage.

As soon as **you** discover **your pet** is missing, **you** must:

- a. Notify the police and ask for a reference or case number and written confirmation of **your** report.
- b. Notify the five veterinary clinics and **pet** shelters closest to the area where **your pet** was last seen.
- c. Notify **us** and request pre-approval of any reward before **you** advertise it.
- d. Complete and send **us** a completed claim form along with all receipts for advertising and reward.

EXCLUSIONS APPLYING TO ADVERTISING AND REWARD

We will not pay any benefits for:

- a. Any reward that **we** have not agreed to before **you** advertise it.
- b. Any reward not supported by a signed receipt giving the full name and address of the person who found **your pet**.
- c. Any reward paid to any person living with **you**, related to **you**, employed or known by **you**.
- d. Any reward resulting from **your** neglect or deliberate concealment of **your pet**.

3. BOARDING KENNEL AND CATTERY FEES

We will pay for the **reasonable cost(s)** of boarding **your pet** at a licensed kennel or cattery or for the cost of a certified **pet** sitter to look after **your pet**, up to the **maximum annual benefit** for this coverage part as shown on the **Declarations Page**, while **you** are in a hospital as a result of **your** own sickness, disease, or bodily **injury**, during the **policy period**. There is no **co-pay** or **deductible** applied to this **coverage**.

As soon as **you** have any such sickness, disease, or bodily **injury** of **your own** **you** must:

- a. Have incurred the medical condition(s) or been diagnosed and reported the medical condition(s) during the **policy period**.
- b. Submit a claim form completed by **your** doctor and by the owner of the boarding kennel or cattery. Or by the **pet** sitter who looked after **your pet**.
- c. Submit the original invoice from the kennel or cattery. Or written confirmation from the **pet** sitter including proof of payment.

EXCLUSIONS APPLYING TO BOARDING KENNEL AND CATTERY FEES

We will not pay any benefits if:

- a. **You** are admitted to a hospital for less than ninety-six (96) hours.
- b. **You** are treated in a care setting other than a hospital.
- c. **You** are admitted to a hospital because of an **injury** or **illness**, which first occurred or manifested itself before **your pet** was covered under this policy.
- d. **You** are pregnant or giving birth
- e. **You** are receiving any **treatment** that is not related to an **injury** or **illness**.
- f. **You** are admitted to a hospital for the **treatment** of alcohol abuse, drug abuse, suicide attempt, or self-inflicted injuries.

4. LOSS DUE TO THEFT OR STRAYING

We will pay the price **you** paid for **your pet**, up to the **maximum annual benefit** for this coverage part as shown on the **Declarations Page**, if **your pet** is stolen or goes missing during the **policy period** and is not found. There is no **co-pay** or **deductible** applied to this coverage. If **you** did not pay for **your pet** or have no formal proof of how much **you** paid in the form of an original receipt, **we** will pay **you** the lesser of the current local humane society adoption fee for the species of **pet** named on the **Declarations Page**, or \$150.

As soon as **you** discover **your pet** is missing, **you** must:

- a. Notify the police and ask for a reference number and written confirmation of **your** report.
- b. Notify the five veterinary clinics and **pet** shelters closest to the area where the **pet** was last seen.
- c. Complete and send **us** a claim form. This must include the original receipt for the price **you** paid for the **pet** if **your pet** has not been found within 30 days.

If **your pet** is found or returns to **you**, **you** must repay the full amount **we** have paid **you** under this coverage part.

EXCLUSIONS APPLYING TO LOSS DUE TO THEFT OR STRAYING

We will not pay any benefits if:

- a. **you**, or the person looking after **your pet**, freely parts with **your pet** even if tricked into doing so.

5. DEATH FROM INJURY OR ILLNESS

We will pay **you** the price **you** paid for **your pet**, if it dies or has to be put to sleep by a vet during the **policy period**, as a result of an **injury** or **illness** up to the **Maximum Annual Benefit** for this coverage part as specified on **your Declarations Page**. There is no **co-pay** or **deductible** applied to this coverage. If **you** did not pay for **your pet** or have no formal proof of how much **you** paid in the form of an original receipt, **we** will pay **you** the lesser of the current local humane society adoption fee for the species of **pet** named on the **Declarations Page**, or \$150.

EXCLUSIONS APPLYING TO DEATH FROM INJURY OR ILLNESS

We will not pay any benefits for:

- a. Any amount if **your pet's** death results from any **illness** first occurring or showing signs before the effective date of this policy
- b. Any amount if **your pet's** death results from any **illness** first occurring or showing **clinical sign(s)** during the first fourteen (14) days beginning on of the effective date of this policy.
- c. Any amount if **your pet's** death results from any **injury** that occurred within twenty-four (24) hours of the effective date of this policy.
- d. Any amount if **your pet's** death results from an **injury** or **illness** that is a **pre-existing condition**.
- e. Any amount if a vet is not able to verify the death or sign the death claim form.
- f. Any amount if **your pet** was put to sleep at **your** request and was not suggested by **your primary vet**.

- g. Any amount arising from a death from **illness** for any cat age ten (10) years or older.

6. VACATION CANCELLATION

We will pay for any travel and accommodation costs **you** cannot recover, up to the **Maximum Annual Benefit** as shown on the **Declarations Page**, if **you** have to cancel or cut short a vacation during the **policy period** because **your pet** is **injured** or shows the first **clinical sign(s)** of an **illness** while **you** are away or up to seven (7) days before **you** leave, and as a result requires immediate life-saving veterinary **treatment**.

There is no **co-pay** or **deductible** applied to this coverage.

EXCLUSIONS APPLYING TO VACATION CANCELLATION

We will not pay any benefits for:

- Any costs relating to a vacation **you** booked less than 28 days before **you** were due to leave.
- Any costs resulting from an **injury** or **illness** that is excluded from coverage, or that showed **clinical sign(s)** or symptoms within the waiting period of the policy.
- Any cost of cancellation insurance.

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 10% **co-pay** and \$50 **deductible** apply, first the 10% **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. Limits of Insurance.)

A twenty (20) % **co-pay** as stated on **your Declarations Page** will automatically apply to covered claims in the event that:

- Your pet** receives **specialized treatment** (except if treated by **your primary vet**).
- You** take **your pet** to an emergency care veterinary facility (except for a life-saving emergency consultation).
- You** take **your pet** to an after hours veterinary facility (except for a life-saving emergency consultation).
- You** take **your pet** to an accredited school/college of veterinary medicine.

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:

- Any matter not set forth in Section III. Insured Coverages and Benefits.
- Expenses beyond the Limits of Insurance as described in Section VI. No. 1.
- Any cost for treating an **illness** or **injury** incurred while the policy is not in force.
- 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**.
- The cost of any **treatment** for **pre-existing conditions** as follows:
 - Any **injury** that happened or any **illness** that first showed **clinical sign(s)** or symptoms 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 this policy. Or for any **injury** that occurred during the first twenty four (24) hours beginning on the effective date of this policy.

- Any **injury** or **illness** that is the same as, or has the same diagnosis, **clinical sign(s)** or symptoms as any **injury**, **illness** or **clinical sign(s)** **your pet** had prior to the effective date of this policy. Or for any **illness** that is the same as, or has the same diagnosis or **clinical sign(s)** or symptoms as any **illness** **your pet** had during the first fourteen (14) days beginning on the effective date of the policy. Or for any **injury** that is the same as, or has the same diagnosis, **clinical sign(s)** or symptoms as any **injury** that occurred to **your pet** during the first twenty four (24) hours beginning on the effective date of **your** policy.

- Any **injury** or **illness** that is caused by, relates to or results from any **injury**, **illness** or **clinical sign(s)** or symptom **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)** or symptom **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**, **clinical sign(s)** or symptoms are noticed or occur on **your pet's** body. (See also Section VII. General Conditions, No. 2, WAITING PERIOD.)

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.

- Congenital defects or abnormalities** where **clinical sign(s)** or symptoms were apparent prior to the effective date of the policy or that became apparent during the **Waiting Period**.
- Dental **treatment** unless:
 - Your pet** has had its teeth checked by a vet in the twelve (12) months prior to the effective date of coverage.
 - Any **treatment** that was recommended as a result of a veterinary check was carried out.Otherwise **we** will not pay for any claim that results from or is in any way related to **your** failure to follow **your primary vet's** recommendation.
- 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.
- Any **illness** contracted outside the U.S. or Canada that the **pet** would not have normally contracted in the U.S. or Canada.
- Costs arising out of or related to:
 - Breeding.
 - Pregnancy.
 - Whelping or nursing.Except costs of any complications arising from these procedures.
- Bathing **your pet** unless **your primary vet** certifies that it was **medically necessary**. Only a **primary vet** or a member of a veterinary clinic staff could bathe **your pet**.
- The cost of renting:
 - A swimming pool
 - A hydro-therapy pool, or
 - Any other pool or hydro-therapy equipment.
- Any of the following methods of **treatment** not given by a vet:
 - Holistic.
 - Homeopathic.
 - Acupuncture.
 - Chiropractic.
 - Hydrotherapy.
- Experimental procedures and **treatments**.

- o. Cloned pets or cloning procedures, whether or not deemed experimental or for research.
 - p. Organ transplants not deemed **medically necessary** or not first approved by **us**.
 - q. Behavioral problems and **treatment** (unless stated in Section III. Insured Coverages and Benefits, No.1).
 - r. Any amount as a result of:
 - (1) Obedience or training classes, including puppy classes.
 - (2) Training, correctional devices, or preventive products.
 - (3) The **treatment** of coprophagia or other eating disorders.
 - s. Grooming or grooming supplies.
 - t. **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:
 - (1) Heartworms.
 - (2) Fleas.
 - (3) Ticks.
 - (4) Roundworms.
 - (5) Tapeworms.
 - (6) Hookworms.
 - u. Elective or specialty procedures which are not deemed **medically necessary**, including but not limited to:
 - (1) Docking of tails.
 - (2) Removal of dewclaws.
 - (3) Removal of eyelashes.
 - (4) Cropping of ears.
 - (5) Spaying or neutering.
 - (6) Cosmetic dentistry.
 - v. Time and travel expenses to a **primary vet's** or **referral vet's** premises or hospital.
 - w. Costs for **illness** or **injury** that arise out of:
 - (1) Racing.
 - (2) Coursing.
 - (3) Commercial guarding.
 - (4) Organized fighting.
 - (5) Any other occupational, professional or business uses of **your pet**.
 - x. Costs arising from any intentional **injury** or abuse (including persistent neglect) of **your pet**, by **you** or a member of **your** household.
 - y. Any costs that arise from an **injury** or **illness** in which **you** were advised by a **primary vet** to take preventive measures and did not do so.
 - z. House calls, unless a vet certifies them essential in an emergency.
 - aa. Extra costs for treating **your pet** outside of usual surgery hours. Unless **your primary vet** certifies that an emergency life-saving consultation is needed.
 - bb. The costs of having **your pet** put to sleep (unless suggested by **your primary vet**), cremated or otherwise disposed of. The destruction of a **pet** deemed dangerous is not covered.
 - cc. The cost of any form of housing which includes cages - rented or bought.
 - dd. Any expenses if other General Conditions set forth in Section VII. or conditions applicable to **you** and set forth in Other Terms and Conditions, Section VIII. have not been met.
 - ee. Any amount as a result of:
 - (1) Earthquake.
 - (2) Tornado.
 - (3) Named Storm.
 - (4) Windstorm.
 - (5) Flood.
 - (6) Other natural disaster.
 - (7) Invasion.
 - (8) War.
 - (9) Revolt.
 - (10) Rebellion or terrorist acts.
 - (11) Revolution, military or usurped power.
 - (12) Governmental seizure.
 - (13) Quarantine.
 - (14) Other action related to public safety or health.
 - ff. **We** will not pay for the **treatment**, death or humane destruction directly or indirectly
 - (1) caused by,
 - (2) happening through,
 - (3) as a result of,
 - (4) or contributed to or by
 - Avian Influenza or any mutant variation.
 - gg. Any costs for an animal less than six (6) weeks old.
 - hh. Any **treatment** associated with damage or rupture of cruciate ligaments, or defects of the patella during the first six (6) months that the policy is in effect. Except coverage is provided if a certificate of health is obtained stating that **your pet** has been examined during the first 30 days (beginning on the effective date of the policy) and stating that there are not any **pre-existing conditions** relating to the **pet's** cruciates or patellas.
 - ii. If **your pet** has received **treatment** for a cruciate **injury** to one leg then the other leg is automatically excluded from coverage for a period of twelve (12) months from the date of **treatment**.
 - jj. The cost of boarding **your pet** at a **veterinary facility**. Hospitalization is a covered expense provided that it is associated with treating a covered **injury** or **illness**.
- ## VI. Limits of Insurance
1. 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**.
 2. All benefits under this policy shall cease when this policy terminates.
- ## VII. General Conditions
- ### 1. ELIGIBILITY
- This Policy is issued in consideration of:
- a. **Your** completed 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 this policy during which **we** will not cover any **illness** of **your pet**. The waiting period will not apply to any renewal of this policy if continuous coverage is maintained. Coverage for **injury** of **your pet** will begin twenty four (24) hours after the effective date of this policy. (See also Section V. General Exclusions, e, pre-existing condition exclusion.) 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 this policy, **you** must:
- a. Visit a veterinary clinic within forty eight (48) hours after first noticing **clinical sign(s)** or symptoms 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:
 - (1) **Your** name.
 - (2) The description of **your pet**.
 - (3) The policy number.
- Both **you** and the attending **primary vet** must sign the form.
- c. Provide **us** with copies of the following:

- (1) Invoices from **your primary vet**.
- (2) **Proof** of payment from **your primary vet**.
- (3) Invoices and proof of payment from **Referral Vets** (if any).

These invoices must show:

- (1) The type and nature of **treatment**.
 - (2) The fees charged.
 - (3) The reason for **treatment**.
- 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. General Conditions, Nos. 8 and 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**. **We** will then make **our** reimbursement to **you** within thirty (30) days from **our** receipt of all required information. With **our** reimbursement, **we** will supply a statement showing the basis for **our** reimbursement. This will include the effect of the **co-pay** and **deductible** calculations and of any **Maximum Annual Benefits**, if applicable.

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 cat age ten (10) or older, **you** must follow **your primary 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 **your current primary vet** and any other 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:
 - (1) An annual health check.
 - (2) An annual dental exam.
 - (3) Any **treatment** normally suggested by a **primary vet** to prevent **illness** or **injury**.
- b. If **your pet** has not been examined by a **primary 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 30 days after the **effective date** of the policy. The 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 **primary 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.
 - (1) Rabies.
 - (2) Feline viral rhinotracheitis.
 - (3) Feline calicivirus.
 - (4) Feline panleukopenia.
 - (5) Feline leukemia virus.
- d. **You** must take **your pet** to be examined and treated by a **primary vet** as soon as possible and within forty eight (48) hours after **your pet** first shows **clinical sign(s)** or symptoms of an **injury** or **illness**.

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 **primary vet** (or **referral vet**) 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 **primary vet** 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 primary vet**, an independent **primary vet** mutually agreed upon by both **primary vets** 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 **primary vet** are shared equally by both **you** and **us**.

10. TRANSFER OF YOUR RIGHTS AND DUTIES

Assignment of this policy will not be valid unless **we** give **our** written consent.

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 **maximum annual benefit** in place at the time the condition was first diagnosed or treated.

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** first diagnosed or treated before the change was made will be subject to the **Maximum Annual Benefit** in place at the time the condition was first diagnosed or treated.

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. APPRAISAL

If the benefit amount cannot be agreed, **you** and/or **we** have the right to select a competent and impartial **primary vet** (appraiser). The two (2) appraisers will select a **primary vet** as umpire. If they cannot agree, they may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of the benefit. If they fail to agree, they will submit their differences to the umpire. Written agreement signed by any two of these three will be binding subject to **our** mutual agreement. Each party will:

- a. Pay its chosen appraiser.
 - b. Bear the other expenses of the appraisal and umpire equally.
- The appraisal shall be completed within sixty (60) days of the selection of the participants.

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.

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.
- 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. **We** will return the pro rata portion of the premium less ten percent (10%) based upon the date of termination of this policy.
- c. **We** may cancel the policy (or any renewal of this policy) due to the following:
 - (1) A loss of or substantial decrease in reinsurance.
 - (2) **Your** material failure to comply with policy **terms and conditions**.
 - (3) 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).
 - (4) **You** fail to send **us** relevant information in respect to a claim.
 - (5) **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 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, **deductibles** 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.

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