

PET HEALTHCARE POLICY EMERALD PLAN

Terms and Conditions

SAMPLE

PET HEALTHCARE POLICY EMERALD PLAN

In return for having accepted **your** application for coverage and **your** premium **we** will provide insurance as described in this **policy**, including any endorsements referred to in **your declarations page**.

Various provisions in this **policy** restrict coverage. Please read the entire **policy** carefully to determine rights, duties and what is and is not covered.

I. DEFINITIONS:

Any word or expression to which a specific meaning has been attached will have the same meaning throughout this **policy**. For ease of reading the definitions are highlighted by the use of bold print.

Accident is an unforeseen, unpreventable occurrence that causes **injury to your pet**.

Coinsurance means **your** share of the claim which **you** are responsible for after meeting the **deductible**. The **policy** is issued on a **coinsurance** basis.

Congenital Condition means an **illness**, disease or anomaly that existed at or dated from the birth of **your pet**. **Congenital conditions** are considered **pre-existing**.

Declarations Page is the page sent to **you** as the **policyholder** with specific information about the **policy** such as but not limited to: effective date, expiration date and the amount of **deductible** and **coinsurance**.

Deductible is the portion of a covered loss **you** pay before **we** become responsible for benefits under the **policy**. The amount and frequency of the **deductible** is shown on the **declarations page**.

Illness means physical disease, sickness, infection, condition or failure which is not caused by **injury**.

Incident means a specifically identifiable **accident, injury, or illness**. Recurring, related and/or chronic conditions shall be considered as one **incident**.

Injury means physical damage or trauma caused by an **accident**.

Medical Waste Fees mean the charges associated with the disposal of medical waste.

Medically Necessary means medical services, supplies or treatments provided by a **veterinarian** to treat covered **pets** which are: a) consistent with symptoms or diagnosis; b) appropriate and accepted according to good veterinary practice standards; c) not primarily for the convenience of the **pet** owner, **veterinarian** or other providers; and d) consistent with the most appropriate supply or level of services which can safely be provided to the **pet**.

Onset means the beginning or first appearance of the signs or symptoms of an **illness, injury, disease or condition**.

Pet refers to the animal listed on the **declarations page**.

Policy means the terms, conditions and **declarations page** which includes any endorsements that apply.

Policy Period means the time period specified on the **declarations page** beginning on the effective date and ending on the expiration date. All effective and expiration dates are as of 12:01 AM in the time zone of the **policyholder**.

Pre-existing Condition means any disease, **illness or injury** which occurred or existed prior to the effective date of the **policy**.

Prescription Medications mean any medicine or drug that is dispensed only with a written prescription from a **veterinarian**.

Preventive Care means **treatment** intended for the prevention of an **illness** or condition as opposed to **treatment** of a specifically identifiable **accident, injury, illness** or condition which occurs during the **policy period**.

Reasonable and Customary Charges mean the typical fees charged by **veterinarians** for a particular **treatment, service or product** in the general geographic area where **your pet** received **treatment**.

Sales Tax means the tax charged at the point of purchase for certain goods and services.

Treatment means any examination, consultation, advice, service, diets, tests, x-rays, medication (prescribed or not prescribed), surgery, nursing and care provided or prescribed by a licensed **veterinarian**.

Veterinarian means a physician for animals and a practitioner of veterinary medicine. **Veterinarian** shall not include **you** or a member of the **pet** owner's immediate family.

We/Us/Our (also **Insurer**) means the company administering the insurance.

You/Your (also **Policyholder**) refers to the individual named as the **policyholder** on the **declarations page**.

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II. COVERAGE LIMITS:

Coverage is provided for **accidents** and **illnesses** occurring to **your pet** during the **policy period**. The most **we** shall pay for one **illness** or **injury** shall not exceed the amount shown on the **declarations page** as per-**incident** maximum. The most **we** shall pay during the **policy period** for all covered costs that result from covered **illnesses** or **injuries** shall not exceed the amount shown on the **declarations page** as **policy** limit.

III. COVERAGES (WHAT IS COVERED):

Unless excluded elsewhere in this **policy**, **we** will allow for the **reasonable and customary charges you** incur for veterinary fees that result from a covered **illness** or **injury**, to **your listed pet**. All claims will be processed subject to the terms, conditions, **deductibles**, **coinsurance**, and per-**incident** maximums in effect at the **onset** of **incident**.

1. Veterinary **treatment**:
Medically necessary procedures required to treat a current covered **illness** or **injury**.
2. **Prescription medications**:
Medically necessary prescription medications as prescribed by a **veterinarian** to treat a current covered **illness** or **injury**.
3. Diagnostic procedures:
Medically necessary x-rays, laboratory tests and procedures required to diagnose a current covered **illness** or **injury** that is showing symptoms.
4. Surgical **treatment**:
Medically necessary surgical **treatment** for a current covered **illness** or **injury**.
5. Dental services:
Medically necessary services for broken permanent teeth.
6. Hospitalization/Confinement:
Medically necessary confinement of **your pet** at a **veterinarian's** premises or hospital while **your pet** is receiving **treatment** for a current covered **illness** or **injury**.
7. Euthanasia:
Fees incurred for putting **your pet** to sleep (euthanasia) as long as it is recommended by a **veterinarian** as a result of a covered **illness**, **injury** or procedure.

IV. EXCLUSIONS (WHAT IS NOT COVERED):

1. Veterinary or any other fees to diagnose or treat an **illness** that occurs or shows symptoms during the first 30 days of the **policy period**.
2. Veterinary or any other fees to diagnose or treat any **pre-existing illness**, **injury** or condition which existed prior to the **policy period**.
3. Fees or expenses resulting from an **illness** or **injury** specifically excluded on the insurance **declarations page**.
4. Fees or expenses resulting from a non-covered procedure, **illness**, **injury** or service excluded by the **policy**.
5. Fees or expenses incurred to diagnose or treat an **illness** or an **injury** not covered under the **policy**.
6. Intentional, neglectful or preventable acts by **you** or a member of **your** household that result in **illness** or **injury** to **your pet**.
7. The cost of any elective **treatment**, including but not limited to: vaccine titers, cosmetic dentistry, docking of tails, cropping of ears, microchips, removal of dewclaws, removal of eyelashes, declawing, or tenectomy that **you** choose to carry out that is not directly related to a current covered **illness** or **injury**.
8. **Veterinarian** fees to treat any **illness** or **injury** related to breeding **your pet**, **your pet** being pregnant, and any **treatment** in connection with pregnancy or giving birth.
9. Grooming and nail clipping or any **incident** resulting from grooming or nail clipping.

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10. Conditions always excluded: **congenital**/inherited conditions; eye conditions including aberrant cilia, dermoid, distichiasis, entropion/ectropion; CDRM; chronic renal (kidney) failure; deciduous teeth (**illness** or **injury**); diabetes (insipidus or mellitus); elbow dysplasia (OCD, FCP, UAP); hemophilia; congenital heart problems including murmurs, failure, cardiomegaly (enlargement of the heart); hip dysplasia; congenital liver conditions; obesity (not due to an underlying medical condition); OCD (including but not limited to the hock, elbow, carpus and shoulder); osteoarthritis; congenital shunts to include portostymic shunt; elongated soft palate; stenotic nares; spondylosis; Von Willebrand's disease; luxating patella; umbilical hernia.
11. Food, vitamins and nutritional supplements.
12. Alternative medicine including holistic, herbal, homeopathic, acupuncture or chiropractic **treatment**.
13. Veterinary administration fees charged by a **veterinarian** to complete a claim form, for medical records, charges for **sales tax, medical waste fees**, traveling expenses incurred either by **you** or the **veterinarian**; house calls, hospitalization, ambulance charges, unless the **veterinarian** confirms that they are **medically necessary**.
14. **Treatment** associated with behavioral problems whether or not the direct result of a covered **incident**.
15. Coverage for more than one diagnosis, medical management or surgical correction of cruciate ligament, damage or rupture for the life of the **pet**.
16. Dental **treatment**, including **treatment** for teeth or gums, except as specifically provided. Gingivitis, periodontal disease, root canals, caps and crowns are not covered services.
17. Any medical procedure or service that is characterized as experimental or investigational.
18. **Injury** resulting from the use of **your pet** for guard security, organized fighting, coursing or track racing.
19. Post mortem and/or necropsy procedures or cremation.
20. **Preventive Care** and/or routine **treatment**, or diagnostics intended to maintain the good health of **your pet**.
21. Organ, tissue transplants, prosthesis and related services are not covered.
22. Services to spay or neuter **your pet**.

V. DEDUCTIBLE AND COINSURANCE:

A. Deductible

You are responsible for meeting the **deductible** (amount shown on the **declarations page**) before the **coinsurance** will be applied to covered services. **Deductible** amounts have to be filed by claim with **us**. The amount and frequency of the **deductible** is shown on the **declarations page**.

B. Coinsurance

The **policy** is issued on a **coinsurance** basis, where, in the event of a covered **incident**, **your** contribution towards the cost of the allowable and covered **treatments** provided by a **veterinarian** will be the percentage shown on the **declarations page** as **coinsurance** after **you** have met the applicable **deductible**.

VI. GENERAL CONDITIONS:

1. Territory: This **policy** only applies to losses that occur and are treated within the United States, its territories and possessions, and Canada. No coverage exists for an **incident** or **treatment** that occurs outside of the above territories.
2. Other Insurance: If a claim arises under this insurance and there is any other insurance providing coverage to the **policyholder's pet**, this **policy** shall be deemed to be excess insurance. This **policy** will only respond to any claim costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, always subject to the terms and conditions of this **policy**.
3. The **policyholder's pet** must receive an annual physical exam; all prescribed vaccines; heartworm, flea and tick prevention recommended by **your veterinarian**. There is no coverage provided for these conditions in the event that the recommendations have not been carried out; including any **illness** or **injury** that may occur from not spaying or neutering **your pet** as recommended by **your veterinarian**.

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The **policyholder** must follow and carry out the **veterinarian's** advice. The **policyholder** must also show reasonable care to protect the **pet** from harm.

4. Ownership: It is represented that **you** are the owner of **your pet**.
5. Transferability: Coverage for **your pet** will cease if ownership is transferred by agreement or law.
6. Conformity to State Statutes: If any **policy** provisions contained herein conflict with the statutes of the state in which this **policy** is issued, the provisions shall be considered amended to conform to the requirements of that state.
7. Coverage for ongoing conditions is allowed up to the **policy** limit and per-incident maximum only if there is an active **policy** annually renewed and continuously maintained in force. Claims for **treatment** or services incurred or rendered subsequent to the termination of this **policy** are not covered; even if the claim is for the medical conditions that commenced prior to the termination of the **policy**.

VII. CANCELLATION AND NONRENEWAL:

A. Cancellation and Nonrenewal

1. The **policyholder** shown on the **declarations page** may cancel this **policy** by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this **policy** by mailing or delivering to the **policyholder** written notice of cancellation at least:
 - a) 20 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - b) 60 days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver **our** notice to the **policyholder's** last mailing address known to **us**.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this **policy** is cancelled, **we** will send the **policyholder** any premium refund due. The cancellation will be effective even if **we** have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Return of Premium: If **we** cancel the **policy**, for any reason, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata basis. If **you** cancel the **policy**, for any reason not stated in Section B, Free Look Period, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.
8. Misrepresentation and Fraud: This **policy** may be voided if **you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the animal covered; or in case of fraud or attempted fraud by **you** concerning any matter relating to this insurance or the animal covered.

B. 'Free Look' Period:

When **you** receive the **policy** documents, if **you** are not satisfied with the **policy**, return it to **us** within 30 days of the coverage effective date. **We** will then cancel **your** insurance and refund **your** premium in full, as long as **you** have not submitted a claim. If **you** cancel the **policy** after submitting a claim, or 30 days from the inception date, **we** will refund **you** a portion of the premium paid in accordance on a pro-rata minus 10% basis for the premium portion of **your** bill.

VIII. CLAIMS CONDITIONS:

1. In the event **you** incur a loss **you** agree to the following:
 - Notify **us** by filing a completed claim form with **us** as soon as practicable and not later than 180 days after the first date of **treatment**. Claims filed 181 days after the date of **treatment** will be denied.
 - Provide to **us** invoices from **your** treating **veterinarian** itemizing the services performed, products provided and the itemized charges for **treatment**, including packages and/or discounts.
 - Provide to **us** the name, address and signature of the treating **veterinarian** on the claim form.

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- **We** have the right to request further information either directly from a **veterinarian** or from **you** to investigate any claim.
 - Claims under investigation are pended as ineligible for payment until the investigation is complete.
2. Subrogation: If, following a claim, **you** have rights to recover all or part of any payment **we** have made under this **policy**, those rights are transferred to **us**.
 3. Right of Recovery: Payments made by **us** which exceed the amounts owed (after allowance for **deductible** and **coinsurance** clauses, if any) and payable hereunder, shall be recoverable by **us** from or among any persons, firms, or corporations to or for whom such payments were made.
 4. Fraudulent claims: If **you** or anyone acting on **your** behalf submits a fraudulent claim, all pending and future benefits under the **policy** will be forfeited with respect to **your policy**.
 5. Action against **us**: No action can be taken against **us** unless **you** have complied with all of the terms and conditions of this **policy** and until ninety-one (91) days after proof of loss is filed and the amount of loss is determined as provided in this **policy**. **You** will have 36 months from the date of loss to take legal action against **us** with respect to recovery of a claim under this **policy**.
 6. Cooperation Clause: **You** must cooperate with **us** in the investigation or settlement of any claim.

In Witness Whereof, the company has caused this **policy** to be executed and attested and countersigned by a duly authorized representative of the company.


Secretary, Linda Rotz


President, Britt Glisson

of the Company identified in the Declarations