



Zurich Pet Illness And Injury Insurance Policy

Please read the entire **Policy** carefully to determine Your rights and duties and what is and is not covered. Some provisions in the **Policy** limit or restrict **Coverage**.

This **Policy** begins on the **Policy Effective Date** shown on the **Declarations Page** of this **Policy**. This **Policy** shall continue in effect, provided premiums are paid when due unless otherwise cancelled.

Throughout this **Policy**, the words You and Your refer to the **Pet Owner** shown on the **Declarations Page**. The words We, Us and Our refer to the **Company** providing this insurance. Words and phrases that appear in bold type have special meaning found in the DEFINITIONS section.

This **Policy** is governed by the laws of the state in which it is delivered.

You and the **Company** have agreed to all terms and conditions of this **Policy**.

PLEASE READ THIS POLICY CAREFULLY

SAMPLE

TABLE OF CONTENTS

Section

SECTION I	INSURING AGREEMENT
SECTION II	EXCLUSIONS
SECTION III	PREMIUM PAYMENT
SECTION IV	DEDUCTIBLE, COPAYMENT AND LIMIT
SECTION V	DEFINITIONS
SECTION VI	CONDITIONS

SAMPLE

I. INSURING AGREEMENT

A. Pets Covered

1. Your covered **Pet** is shown on the **Declarations Page**.
2. Your **Pet** must be a domesticated dog or cat that resides with You.
3. **Coverage** is in effect for the **Policy Period** shown on the **Declarations Page**, beginning on the **Policy Effective Date**.

B. Pets Not Covered

1. A **Pet** not listed on the **Declarations Page** shall not be covered under this **Policy**.
2. We do not cover a **Pet** that is younger than eight (8) weeks old or a **Pet** owned for commercial reasons. Commercial reasons include, but are not limited to, racing, breeding, law enforcement, guarding, dog racing, or dog fighting.
3. A **Pet** may not be covered based upon the terms, limits, exclusions, definitions, limitations, conditions and any other applicable provisions of this **Policy**.

C. Benefits

1. We will reimburse You for **Covered Veterinary Expenses** that You incur for **Veterinary Services** performed during the **Policy Period** related to Your **Pet's Illness or Injury** that first began after the **Policy Effective Date** and during the **Policy Period** including the following:
 - a. a physical examination of Your **Pet**;
 - b. **Prescribed** behavioral training, therapy or treatment;
 - c. fees or other expenses related to **Covered Veterinary Expenses**, including **Pet** services and supplies **Prescribed** by Your **Veterinarian** to diagnose or treat Your **Pet's Illness or Injury**;
 - d. **Prescribed Drugs**;
 - e. **Prescribed Nutritional Supplements**; or
 - f. **Prescription Pet Food**.
2. Your **Pet's Illness** may include:
 - a. an **Illness** associated with a disease;
 - b. an **Illness** that Your **Pet** contracts or incurs, including an **Illness** that arises as a direct result of the **Pet's** pregnancy; or
 - c. a **Chronic Condition** that began after the **Policy Effective Date** but during the **Policy Period**.
3. These benefits are subject to the terms, limits, conditions, limitations, exclusions, and **Waiting Period(s)** of this **Policy**, as well as Your responsibility to pay the premium, **Copayment** and deductible amounts shown on the **Declarations Page**.

D. Additional Benefits for Death of Your Pet from Injury or Illness

1. If Your **Pet** dies during the **Policy Period**, We will pay:
 - a. expenses a **Veterinarian** incurred in euthanizing Your **Pet** (if applicable); and
 - b. cremation and burial expenses with a maximum benefit of \$250.
2. We will pay You one hundred fifty dollars (\$150) as a death benefit for Your **Pet** if You did not pay for Your **Pet** or have no receipt to prove how much You paid for Your **Pet**. Alternatively, if You can provide proof of how much You paid for Your **Pet**, We will pay You the price You paid for Your **Pet** up to the maximum benefit of \$1,000. However, We will not pay for the price You paid for Your **Pet** if:
 - a. Your dog was eight (8) years of age or older at the time of death or Your cat was ten (10) years of age or older at the time of death; and
 - b. Your **Pet** died or was euthanized due to an **Illness**; and

- c. Your **Veterinarian** is not able to verify the death of Your **Pet** or sign the claim form.
3. You must send Us a completed claim form including a receipt for **Veterinary Expenses** and, if applicable, a receipt for the price You paid for Your **Pet**.

II. EXCLUSIONS

We do not cover:

- A. Diagnosis or treatment of any **Pre-Existing Condition**;
- B. Complications, diagnosis, treatment or progressions of an **Illness** or **Injury** excluded or limited by this **Policy**;
- C. Diagnosis or treatment of any **Illness** or **Injury** caused directly or indirectly by war or war activities whether war has been declared or not. War activities include civil war, insurrection, rebellion, or revolution or any act or condition incident of any of the foregoing;
- D. Diagnosis or treatment of any **Illness** or **Injury** caused directly or indirectly by a nuclear incident as defined in the Nuclear Liability Act, a nuclear explosion or contamination by radioactive material;
- E. Diagnosis or treatment of any **Illness** or **Injury** caused intentionally by You or any other resident of Your household;
- F. Any behavioral training, therapy or treatment that is not **Prescribed** by a **Veterinarian**;
- G. Dietary or **Prescribed Nutritional Supplements** used to preserve or improve general nutrition or health and can be purchased without a prescription, including foods such as: life stages (puppy, senior, etc.), low calorie, sensitive stomach, or limited ingredients, even if recommended by a **Veterinarian** for treatment of Your **Pet's Illness** or **Injury**;
- H. Boarding, storage, transportation and grooming, including services such as nail trims or bathing;
- I. Fees or other expenses for **Pet** services and supplies not **Prescribed** by Your **Veterinarian** to diagnose or treat Your **Pet's Illness** or **Injury**;
- J. Fees or other expenses not directly related to **Veterinary Services**, including fees or expenses incurred for items such as: (1) waste disposal; (2) record access or copying; (3) any license or certification, except a state or federal health certificate provided to You by Your **Veterinarian**; (4) compliance with any governmental rule or regulation; (5) any tax; or (6) any charge assessed by any bank, credit card company or other financial institution;
- K. Diagnosis or treatment that is experimental, investigational, or otherwise not within the standard of care accepted by the veterinary medical board of Your state;
- L. Breeding or pregnancy, except for an **Illness** that arises as a direct result of the **Pet's** pregnancy;
- M. **Illness** or **Injury** related to hip dysplasia that occurs or recurs within the first twelve (12) months following the **Policy Effective Date** if this is the first **Policy** issued for this **Pet**, or if this is a **Policy** issued as a new **Policy** because of **Policy** changes requiring a renewal **Policy** to be issued as a new enrollment **Policy**. This exclusion will not be applicable to a renewed **Policy**;
- N. **Illness** or **Injury** related to cruciate ligament problems that occurs or recurs within the first twelve (12) months following the **Policy Effective Date** if this is the first **Policy** issued for this **Pet**, or if this is a **Policy** issued as a new **Policy** because of **Policy** changes requiring a renewal **Policy** to be issued as a new enrollment **Policy**. This exclusion will not be applicable to a renewed **Policy**;
- O. Taxidermy; or
- P. **Veterinary Examination Fees** for preventive veterinary medicine.

III. PREMIUM PAYMENT

- A. Upon Your payment of the premiums when due, We will reimburse You for **Covered Veterinary Expenses** to the extent set forth in the **Policy**, provided that You have complied with the terms and conditions of the **Policy**.
- B. Premium is payable as stated on the **Declarations Page**. If You do not pay the premium, We may cancel this **Policy** according to the Cancellation, Nonrenewal and Renewal Condition of SECTION VI - CONDITIONS of this **Policy**.

- C. If there is a change in premium based upon a mid-term **Policy** change, the change in premium, as specified on either the **Declarations Page** or the Policy Changes endorsement, will take effect on the first of the month following the **Policy** change **Waiting Period**.
- D. Upon renewal, the premium amount may change for all **Pet Owners** based upon the changing costs of veterinary medicine.

IV. DEDUCTIBLE, COPAYMENT AND LIMIT

- A. We will not pay any amount unless Your **Covered Veterinary Expenses** exceed Your annual deductible. After the deductible is met, You will pay the **Copayment**. We will reimburse the remaining percentage of **Covered Veterinary Expenses** subject to any maximum applicable **Policy** limit.
- B. If Your **Covered Veterinary Expenses** exceed Your deductible, We will:
 - 1. Deduct Your **Copayment** from the **Covered Veterinary Expenses** that exceed Your annual deductible; and
 - 2. Pay the remaining amount.
- C. You are responsible for the remainder of **Covered Veterinary Expenses** in addition to any amounts not covered by this **Policy**.
- D. The **Policy** limit, if shown on the **Declarations Page**, is the maximum amount reimbursed to You for **Covered Veterinary Expenses** during the **Policy Period**.
- E. Your **Coverage**, **Copayment** or annual deductible will not change based upon Your **Pet's** claims experience.

V. DEFINITIONS

The following terms, whether in the singular or plural, are defined as follows:

- A. **Chronic Condition** means an **Illness** or **Injury** that can be treated or managed, but not **Cured**. The **Chronic Condition** must be diagnosed by a **Veterinarian** after the **Policy Effective Date** but during the **Policy Period**.
- B. **Company** means Zurich American Insurance Company, the insurance company insuring this **Policy**.
- C. **Copayment** means the percentage You must pay of **Covered Veterinary Expenses**. The percentage You must pay is identified on the **Declarations Page** or Policy Changes endorsement.
- D. **Coverage** means the insurance protection for which premium is charged as reflected on the **Declarations Page** and as described in this **Policy**, and/or by endorsement.
- E. **Covered Veterinary Expenses** means expenses for reasonable and necessary **Veterinary Expenses** that You incur for **Veterinary Services** that are eligible for payment under this **Policy**.
- F. **Cured** means the **Illness** or **Injury** is eliminated and has no effect on the **Pet** so that the **Pet** is fully restored to normal health without any treatment or management.
- G. **Declarations Page** means the written document that identifies the **Pet**, the **Policy** number, the **Policy Period**, the limit, **Copayment**, premium, deductible and the **Pet Owner**.
- H. **Illness** means a sickness or disease, including sickness or disease that arises as a direct result of Your **Pet's** pregnancy.
- I. **Injury** means physical damage to Your **Pet's** body caused by an unforeseen physical action or force outside **Your Pet's** body.
- J. **Pet** means a domesticated dog or cat that is eight weeks old or older and resides with You. **Pet** is the dog or cat identified on the **Declarations Page** of this **Policy**.
- K. **Pet Owner** means the owner of the **Pet** as listed on the **Declarations Page**.
- L. **Policy Effective Date** means 12:01 a.m. of the date shown on Your **Declarations Page** or as modified by a Policy Changes endorsement.
- M. **Policy** means this Zurich **Pet Illness and Injury** Insurance **Policy** including the **Declarations Page** and attached endorsements.

- N. **Policy Period** is the period of time as specified in the **Declarations Page** or as modified by a Policy Changes endorsement.
- O. **Pre-Existing Condition(s)** means any **Illness or Injury** or complication resulting from an **Illness** that developed, or any **Injury** that occurred, prior to the **Policy Effective Date**.
- P. **Prescribed** means directly provided by or authorized by written instruction of a **Veterinarian**.
- Q. **Prescribed Drugs** means medication approved by the U.S. Food and Drug Administration (FDA), or the Environmental Protection Agency (EPA), used to treat Your **Pet's Illness or Injury**.
- R. **Prescribed Nutritional Supplements** means dietary supplements, vitamins, and nutraceuticals, **Prescribed** to treat an **Illness or Injury** that is covered by Your **Policy**.
- S. **Prescription Pet Food** means manufactured **Pet** diet formulated to be used in a diagnostic or therapeutic setting which has modifications of nutrient concentrations outside the current Association of America Feed Control Officials (AAFCO) guidelines for a healthy **Pet**. **Prescription Pet Food** is **Prescribed** solely to treat or manage a **Illness or Injury** that is covered by Your **Policy** and is available exclusively through Your **Veterinarian**, or **Prescribed** by Your **Veterinarian**.
- T. **Veterinarian** means a properly licensed and registered professional who actively practices veterinary medicine in the state where Your **Pet** is treated or examined. **Veterinarian** shall not include You or a member of Your immediate family regardless of whether You or a member of Your immediate family also is a **Veterinarian**.
- U. **Veterinary Examination Fees** means fees charged for the professional opinion of a **Veterinarian**; also referred to as consultation, examination, referral and recheck fees.
- V. **Veterinary Expenses** means the costs associated with diagnosis or treatment provided by a **Veterinarian** who has physically examined Your **Pet**, including, but not limited to **Prescribed Drugs, Prescribed Nutritional Supplements and Prescription Pet Food**.
- W. **Veterinary Services** means diagnosis or treatment provided by a **Veterinarian** who has physically examined Your **Pet**, including, but not limited to **Prescribed Drugs, Prescribed Nutritional Supplements and Prescription Pet Food**.
- X. **Waiting Period** means the period of time specified on the **Declarations Page** that is required to transpire before some or all of the **Coverage** in the **Policy** can begin. If there is a mid-term **Policy** change, the **Waiting Period** for the **Policy** change to take effect will be the period of time specified on either the **Declarations Page** or the Policy Changes endorsement.

VI. CONDITIONS

A. Agreement

We will provide the insurance described in this **Policy** in return for Your payment of the premium and compliance with all applicable provisions of this **Policy**. The **Policy** contains the agreement between You and Us. By accepting this **Policy**, You agree that all the statements in Your application and the **Declarations Page** are true and that You have provided Us with all material information about Your **Pet**.

B. Assignment

You shall not transfer or assign this **Policy** in whole or in part. If You die, Your **Policy** shall transfer to Your legal representative or surviving heirs. If You become unable to care for the **Pet**, or transfer the ownership of Your **Pet** to a new **Pet** owner, the **Coverage** will continue without interruption, if approved by Us in writing, subject to all other terms and conditions of this **Policy**. This **Policy** and **Coverage** is not transferable to other **Pets**.

C. Cancellation, Nonrenewal and Renewal

1. You may cancel this **Policy** at any time by returning it to Us or by letting Us know in writing of the date cancellation is to take effect. Your **Policy** shall be cancelled 60 days following notification of the death of Your **Pet**.
2. We may cancel this **Policy** by informing You in writing of the date cancellation takes effect. This cancellation notice may be delivered to You, or mailed to You at Your mailing address shown in the **Declarations Page**. Proof of mailing will be sufficient proof of notice. The cancellation will be effective as of the date shown on the Cancellation Notice, but not less than ten (10) days after mailing to the address in this **Policy** or last known

address. The mailing of notice is sufficient proof of notice of cancellation. Delivery of notice shall be equivalent to mailing.

3. Upon cancellation, We shall refund any unearned premium on a prorated basis and if applicable, pay the Additional Benefits for Death of Your Pet as described in paragraph D. of Section I – INSURING AGREEMENT.
4. Nonrenewal. We may elect not to renew this **Policy**. We may do so by delivering to You, or mailing to You at Your mailing address shown in the **Declarations Page**, written notice at least 30 days before the expiration date of this **Policy**. Proof of mailing will be sufficient proof of notice.
5. Renewal. At the end of the **Policy Period**, this **Policy** shall automatically renew for an additional twelve-month period unless either party expresses its intent to terminate as specified herein.

D. Changes in Policy

If You wish to make changes to Your **Coverage**, please contact Us or make those changes on Your on-line account. Any requested change, including adding **Coverage** for a new **Pet**, is subject to underwriting and Our approval, and a 30-day **Waiting Period** for the change to take effect as specified on either the **Declarations Page** or the Policy Changes endorsement. Certain changes may result in Us issuing a new **Policy**, which would terminate Your existing **Policy** and shall not be considered continuous **Coverage**. **Conditions** that occur prior to the new **Policy Effective Date** shall be considered a **Pre-Existing Condition**.

E. Conformity to State Statutes

When any provision in this **Policy** conflicts with the statutes of the state in which this **Policy** is issued, that provision is amended to conform to state statutes.

F. Fraud and Concealment

We shall not provide **Coverage** if You commit fraud, at any time, as it relates to this **Policy**, or at any time, intentionally conceal or misrepresent a material fact concerning:

1. This **Policy**;
2. Your **Pet**;
3. Your interest in Your **Pet**; or
4. A claim under the **Policy**.

G. Legal Action Against Us

You shall not bring a legal action against Us under this **Policy** unless:

1. All of this **Policy's** terms have been fully complied with; and
2. The action is brought within 2 years after the date from when You paid for Your **Pet's Veterinary Expenses**.

H. Liberalization

Should we adopt any revisions that would broaden the **Coverage** under this **Policy** without additional premium within 60 days prior to or during the **Policy Period**, the broadened **Coverage** shall immediately apply to this **Policy**.

I. Other Insurance

1. If Your **Pet** is covered by more than one insurance policy issued by Us, We will not pay more than the highest amount payable under any one insurance policy.
2. This insurance is excess over any other insurance covering Your **Pet** that is provided by an insurance policy issued by any other insurance company, whether collectable or not.

J. Review

You may request a review:

1. If We deny Your claim in whole or in part; or
2. To request removal of exclusions applicable to Your **Pet**.

You must submit Your review request in writing indicating the reason for the review. You must provide Us with all medical records from Your **Veterinarian** relating to any condition that is the basis of Your request. All review decisions are final.

K. Subrogation

Upon payment of benefits, We will be subrogated to Your rights of recovery from any other party.

L. Your Duties after Requesting Reimbursement

We have no duty to provide **Coverage** under this **Policy** if You fail to comply with the following duties:

1. You must provide prompt notice of Your claim to Us or our authorized representative as soon as practicable, but not later than 60 days from the date when Your **Pet** received his or her first treatment for the **Illness** or **Injury**.
2. You must submit complete and legible claim forms to Us and include itemized receipts for **Covered Veterinary Expenses** that identify Your **Pet** by name and the date of treatment.
3. Upon Our request, You must provide Us with all medical records or requested documentation related to Your **Pet's** health from the **Veterinarian** that treated your **Pet**.
4. You must reasonably protect Your **Pet** from aggravation of any **Illness** or **Injury**.
5. Upon Our request, You will submit Your **Pet** to examination by a **Veterinarian** selected by **Us**.
6. 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 electronic mail address associated with Your account, except documents required to be delivered by another method. It is Your responsibility to keep Your contact details, including electronic mail, telephone and postal address, current and correct.

M. Installment Payment Service Charge

If You elect to pay Your premium in installments, other than payroll deductions, We will charge You the installment fee listed on the **Declarations Page** or Policy Changes endorsement, if any, on each installment payment.

N. Value Added Services

From time to time and as permitted by state law, We may directly or indirectly offer the **Pet Owner** monetary or other incentives to refer friends and colleagues to apply for a Zurich Pet Illness and Injury Insurance Policy with Us. These referral offers are voluntary and the **Pet Owner's** participation will not affect the eligibility, benefits, and/or premium charged under this **Policy**.