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
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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.