

## ACCIDENT COVERAGE

### INSURING AGREEMENT

Arch Insurance Company (“**we**” or “**us**”) will provide the insurance described in this policy in exchange for payment of premium by the policyholder (“**you**”) when due. Coverage is subject to the terms and conditions described in this policy. Only an endorsement that **we** issue can change or waive the contract terms in this policy. Certain terms are defined. These terms are in bold typeface, and their meanings are listed in the DEFINITIONS section.

The policy is governed by the laws of the state in which it was delivered. If **you** intentionally misrepresent or conceal any material fact, **we** may deny any related claim. **We** may also cancel, invalidate or rescind coverage. The policy will lapse if **you** do not pay **your** premium when due. **You** are financially responsible to **your veterinarian** for services provided. This policy reimburses you for **covered expenses** as described.

**Arch Insurance Company and the policyholder have agreed to all terms and conditions of this policy.**

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## 1. DEFINITIONS

- A. "Accident"**  
A sudden, unexpected or unintended action or event with a specific time and place which results in **injury**.
- B. "Actual Cost"**  
The standard fees/costs that the treating **veterinarian** would charge, regardless of whether that customer has insurance coverage, and which are reasonable and customary for such necessary **treatment**.
- C. "Administrator"**  
The company shown on the policy jacket that is administering the policy.
- D. "Alternative Therapy"**  
**Treatment** that does not generally fall within the realm of conventional **veterinary** medicine as used by the American Association of Rehabilitation Veterinarians (AARV).
- E. "Annual Limit"**  
The maximum amount payable during the **policy period** for all **covered expenses**.
- F. "Behavioral Problems"**  
An **illness condition**, either social or medical, that results from **your pet's** action, inaction, or temperament that is abnormal, dysfunctional, or unusual, such as but not limited to aggression, dietary indiscretion, excessive chewing or licking, or separation anxiety.
- G. "Condition"**  
**Illness**, disease, **injury** or change to **your pet's** health that may or may not show symptoms or have been diagnosed (including but not limited to diagnosed or undiagnosed **pre-existing**, hereditary or congenital **conditions**).
- H. "Covered Expenses"**  
The **actual costs** for expenses that are eligible for coverage under **your** policy.
- I. "Cured"**  
The point at which a **pet** is free from a **condition**, with no further **symptoms** or **treatment**.
- J. "Effective Date"**  
The date **your** policy takes effect as identified on **your** declarations page.
- K. "End of Life Expenses"**  
Expenses for euthanasia, burial and cremation; but not memorial items.
- L. "General Health Maintenance"**  
A program or procedure planned to prevent **illness**, maintain maximum function, or promote health.
- M. "Illness"**  
Any sickness, disease or medical **condition** not caused by an **accident** or **injury**.
- N. "Injury"**  
Bodily harm which results directly from an **accident**, independent of an **illness**, while this policy is in force.
- O. "Ligament and Knee Conditions"**

Anterior cruciate ligament (ACL), cranial cruciate ligament (CCL), lateral collateral ligament (LCL), medial collateral ligament (MCL), medial patella luxation (MPL), lateral patella luxation (LPL) or meniscal damage.

**P. “Medically Necessary”**

Medical services, supplies or care provided to treat covered **pet(s)** which are:

- 1) consistent with **symptoms** or diagnosis;
- 2) accepted as good **veterinary** practice standards;
- 3) not for the ease or the request of the **pet(s)** owner, **veterinarian** or other providers; and
- 4) consistent with proper supply or level of services which can be safely provided to the **pet(s)**.

**Q. “Occur or Occurrence”**

When signs or **symptoms** related to a **condition** first were observed by any individual or recorded in **your pet’s** medical record.

**R. “Pet”**

Dog or cat described on the declarations page that **you** own and that resides with **you**.

**S. “Policy Period”**

The period of time as specified on **your** declarations page.

**T. “Pre-Existing Condition”**

**Illness**, disease, **injury**, or change to **your pet’s** health that first occurs or shows **symptoms** before coverage is effective or during a waiting period. This includes **conditions** that are related to, secondary, or resultant from a **pre-existing condition**. A **condition** will no longer be considered **pre-existing** if **your pet’s condition** has been **cured** and free from **treatment** and **symptoms** for a period of 180 days.

**U. “Prescription Food”**

A diet formulated, tested, and manufactured with guaranteed analysis and safety standards to aid as part of the **treatment** of a specific medical **condition**. A **veterinarian** must prescribe the diet. **Prescription foods** do not include treats, **general health maintenance** diets, weight loss diets, puppy or kitten diets, homemade diets, or raw food diets, even if prescribed or dispensed by a **veterinarian**.

**V. “Prevention / Preventive”**

**Treatment** for the purpose of avoiding an **illness** or **injury** or for the promotion of general health, where there is no underlying **illness, injury** or **symptoms**.

**W. “Renewal”**

Date at the end of each **policy period** on which **your** existing policy expires and a new policy is issued. Coverage and rates are subject to change at reissuance.

**X. “Supplements”**

A dietary supplement, vitamin, probiotic, or nutraceutical formulated, tested, and manufactured with guaranteed analysis and safety standards to aid as part of the **treatment** of a specific medical **condition**. A **veterinarian** must prescribe the supplement. Supplements do not include herbs, either in single form or combined with other herbs, **general health maintenance** vitamins or supplements, or weight loss supplements, even if prescribed or dispensed by a **veterinarian**.

**Y. “Symptom”**

Any change in **your pet’s** state of health, normal function, behavior or appearance.

**Z. “Treatment”**

Care that **your veterinarian** administers. This includes but is not limited to anesthesia, consultations, examinations, hospitalization, laboratory tests, nursing, MRI or CT scans, surgery and X-rays.

**AA. “Veterinarian”**

A **veterinarian** licensed within the United States, its territories, or Canada in **veterinary** medicine or a **Veterinary** technician, assistant, or authorized representative under the **veterinarian’s** supervision.

**BB. “Veterinary”**

Directly related to professional care that a **Veterinarian** provides.

**CC. “We, Us and Our”**

Underwriting insurance company, Arch Insurance Company.

**DD. “You, Your, Yours”**

Person or persons named on the declarations page.

**2. WAITING PERIOD**

**A.** There is a 14 day waiting period for: diagnosis, **treatment** or surgery related to **ligament and knee conditions**. The waiting period begins on the first **effective date** of the applicable coverage.

**B.** Any **condition** that **occurs** during an applicable waiting period will not be eligible for coverage unless **your pet’s condition** has been **cured** and free from **treatment** and **symptoms** for a period of 180 days.

**3. WHAT IS COVERED**

**We** will reimburse **you** the **actual costs** for **covered expenses** that **you** incur during the **policy period**, after subtracting **your** deductible and applying the reimbursement percentage, listed on the declarations page. Reimbursement of **covered expenses** is subject to the **annual limit** listed on **your** declarations page and any other applicable coverage limitations and exclusions.

**A. Accident Benefits**

**Your** policy reimburses **actual costs** for **covered expenses** that are **medically necessary** to the diagnosis and **treatment** of **injuries** resulting from an **accident**, up to the **annual limit** noted on **your** declarations page. Eligible **accident** expenses are:

1) **Alternative therapy.**

2) **End of life expenses.**

3) Intravenous (IV) fluids and medications.

4) Medical supplies (such as but not limited to bandages, casts and splints).

5) MRI or CT scans and X-rays.

6) Poison control consultation fees.

7) **Prescription food** to treat a covered **condition**; not for **general health maintenance**, or **prevention**, even if prescribed or dispensed by a **veterinarian**.

- 8) Prescription medications prescribed by a **veterinarian** and approved by the Food and Drug Administration (FDA).
- 9) Stem cell therapy.
- 10) **Supplements** to treat a covered **condition**; but not for **general health maintenance**, or **prevention** even if prescribed or dispensed by a **veterinarian**.
- 11) Surgery and hospitalization.
- 12) Tooth extractions.
- 13) **Veterinary Treatment**, including examinations, consultations and laboratory tests.

**B. Microchip Implantation**

Microchip - **Your** policy covers microchip implantation by a **veterinarian**; but not any associated fees for registration, monitoring or renewal.

**4. WHAT IS NOT COVERED**

**A. We** will not pay for expenses related to any **illness**.

**B. We** will not pay for costs associated with or resulting from the following:

- 1) Aesthetic, cosmetic, endodontic, or orthodontic dental services such as caps, crowns or crown amputation, fillings, implants and root canals or planing.
- 2) Anal sac (gland) expression and/or resection when no infection is present.
- 3) Boarding.
- 4) Breeding, pregnancy, whelping or nursing.
- 5) **Conditions** that occur during a waiting period.
- 6) Cosmetic and elective prostheses or procedures (including but not limited to claw removal, ear cropping and tail docking).
- 7) Dental cleanings.
- 8) Experimental or investigational **treatment** or medication (including clinical trials) that is not generally accepted in the **veterinary** medical community as effective or proven.
- 9) Grooming or grooming supplies (including but not limited to non-prescription baths, ear cleanings, non-prescription shampoos and nail trims).
- 10) Herbs.
- 11) House call fees, time and travel expenses to and from the **veterinarian's** premises or hospital.
- 12) **Injury** that results from intentional, malicious, or grossly negligent activities or from failure to perform actions commonly accepted as responsible pet care by **you**, a member of **your** household or a caregiver for **your pet**.
- 13) Non-medical supplies such as but not limited to toys, training devices, and leashes.

- 14) **Non-Veterinary** services (including but not limited to administrative fees, medical records expenses, medical waste, postage and tax).
- 15) **Pre-existing Conditions** that occurred or showed **symptoms** on or before the **effective date** of the policy or during a waiting period.
- 16) **Prescription food**, pet food, diets or treats used for **prevention** or **general health maintenance** (including weight loss) even if prescribed or dispensed by a **veterinarian**.
- 17) **Preventive** care without an **occurrence** (including but not limited to **general health maintenance** diagnostics, laboratory procedures, medications, physical examinations and surgery) unless covered by an applicable endorsement.
- 18) **Supplements** and vitamins used for **prevention** or **general health maintenance** (including weight loss) even if prescribed or dispensed by a **veterinarian**.
- 19) **Veterinary** expenses related to coursing, organized fighting, law enforcement or guarding, personal protection or racing.
- 20) Organ and tissue transplants.
- 21) More than one **injury** per **policy period** arising from a repetitive and specific activity or similar activity that has previously occurred and displayed the propensity for this activity to happen again and cause **injury** to your **pet(s)**. (Examples include but are not limited to, foreign body ingestion, dog fights, and toxin ingestion).
- 22) **Injury** caused directly or indirectly by:
  - (a) enemy attack by armed forces, with or without a state of war, including actions taken in resisting the attack;
  - (b) insurrection; rebellion; revolution; invasion; civil war; illegal acts; or usurped power;
  - (c) nuclear radioactive contamination; or
  - (d) pandemic conditions.

## 5. DEDUCTIBLE AND REIMBURSEMENT PERCENTAGE

### A. Deductible Amount

Your annual deductible amount is listed on the declarations page and applies during each **policy period**. We subtract that deductible from **covered expenses** before applying the reimbursement percentage.

### B. Reimbursement Percentage

After the deductible is met, **we** will reimburse a percentage of **covered expenses** identified on the declarations page as reimbursement percentage, subject to any applicable maximum. **You** are responsible for the remainder of **covered expenses** in addition to any amounts not covered by the policy.

## 6. CLAIMS

### A. Submit a Claim

- 1) So **we** can process **your** claim as quickly as possible, include the following information with **your** claim:

- (a) **Your** name, address, contact information, and signature on the claim form.
  - (b) A description of the **condition** and **treatment you** are claiming.
  - (c) All applicable receipts including an itemized breakdown of the fees incurred.
- 2) Failure to provide complete information may result in:
  - (a) Denial of **your** claim.
  - (b) Submitting a new claim with all required details.
- 3) Claim forms are available online [(http://www.4pawsins.com)] or **you** may request one.
- 4) To make a claim, **you** or an authorized representative from **your veterinarian's** office fills in the claim form. Forward the form with itemized invoices for the costs involved.
- 5) **You** must submit **your** claim within 270 days from the date of **treatment**.

**B. Other Claim Procedures**

- 1) When **you** submit a claim, **you** authorize **us** and **our administrator** to access all medical information that **we** need to assess **your pet's** health. For example, **we** may ask **you** for the name and contact information of any veterinarian that has ever seen or treated **your pet**. **You** must also provide proof of identity for **your pet** when we request.
- 2) If **you** choose, **your veterinarian** can submit a claim on **your** behalf. If **you** so indicate on **your** claim form, we can pay the **veterinarian** directly.
- 3) Payment of one claim does not guarantee that **we** will pay additional claims.

**C. Cooperation**

**You** agree to cooperate with **us** and **our administrator** in the investigation and administration of **your** claim.

**D. Our Rights**

If we pay a claim contrary to this policy's terms and conditions, that payment does not waive **our** rights to apply those terms and conditions to any paid or any future claim. **We** also have the right to recover from **you** any claim amount incorrectly paid.

**7. RESOLVE A DISPUTE**

If **you** want to dispute a settled claim or other action, follow the steps below.

**A. Step One** – Read this policy carefully.

**B. Step Two** – To discuss **your** question or dispute, contact **our administrator** during regular business hours.

**C. Step Three** – If **your** question or dispute is not resolved in steps one and two, **you** must submit an appeal request in writing to **our administrator**. In **your** written appeal request, please include:

- 1) reason for **your** dispute;
- 2) claim numbers, medical records and supporting documentation if **your** dispute involves a claim; and

3) other pertinent information that supports **your** position.

D. **You** will receive a written decision from **us** or **our administrator** within 30 days from the date all information necessary to investigate and review **your** appeal is received by **our administrator**.

E. A second appeal will be considered if it is submitted with and supported by additional **veterinary** documentation not previously reviewed.

## 8. RENEWAL

A. Unless **you** notify **us** that **you** want to cancel or **we** advise that **your** policy will not be renewed, **we** will automatically issue **you** a new policy at the end of each **policy period**. Coverage and rates are subject to change at **renewal**. **Your renewal** declarations page will specify the coverage and rates that apply. **You** accept these changes by renewing **your** policy.

B. **We** may decide to not renew **your** coverage at the end of any **policy period**. In this case, at least 60 days before **your** coverage ends, **we** will mail written notice to **you** at **your** address as shown on the declarations page.

## 9. POLICY CANCELLATION

### A. Free Look Period

1) If **you** provide notice, in accordance with the When You Cancel provision below, that **you** wish to cancel within the first 30 days from each **policy period** effective date, **we** will refund the premium paid if no **covered expenses** have been applied to **your** deductible or reimbursed.

2) If **you** submitted a claim during this time period, **we** will refund any premium in accordance with the When You Cancel section below.

### B. When You Cancel

1) **You** must contact **our administrator** via email, telephone or in writing to advise **us** of the future date when this policy is to cancel. **You** can send written notification by email, fax or by mail.

2) **We** will refund any premium that **you** have already paid for any period after **your** last date of coverage.

### C. When We Cancel

1) If **you** fail to pay **your** premium, **we** may cancel **your** coverage at any time. A notice will be sent to **you** providing at least 10 days' notice of **our** intent to cancel or such other time as required by the state of **your** primary address.

2) **We** may also cancel **your** coverage by giving **you** at least 30 days notice for any of the following reasons:

(a) **You** commit fraud or material misrepresentation when **you** obtain insurance or pursue a claim.

(b) **You** perform a willful or reckless act or omission that substantially increases the probability or severity of a covered loss.

(c) There is a material change that substantially increases the probability or severity of a covered loss.

(d) **Our** continuing coverage risks placing **us** in violation of state insurance laws.



- (e) There is a material change that results in **our** inability to continue to provide coverage, such as **you** moving into a state where the policy is not available.
- 3) If **you** misrepresented or concealed any material fact that would have affected **our** decision to provide coverage, **we** may cancel, invalidate or rescind **your** coverage. If so, a notice will be sent advising **you** of **our** decision.
- 4) Coverage is cancelled, invalidated or rescinded as of the **effective date** that **we** specify. This may include rescission backdated to the original **policy period effective date**.

## 10. GENERAL CONDITIONS

### A. Action Against Us

To take any legal action against **us** or **our administrator** under this contract, **you** must have complied with all terms and conditions of this policy, including procedures for claim set forth in the Claims section and Resolve A Dispute section. **You** have 24 months from the claim settlement date to proceed with an action unless state law requires a longer period.

### B. Actual Cost Dispute

In the event **your veterinarian** charges an amount for **covered expenses** in excess of those typically charged in **your** geographic area for identical expenses, **we** reserve the right to dispute the amount of the **actual cost** to be reimbursed.

### C. Change of Ownership

If **we** approve, **your pet's** coverage may be transferred when **you** transfer **pet** ownership by agreement or law.

### D. 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 such statutes.

### E. Dual Coverage With Us

**We** will not insure **your pet** under more than one pet insurance policy during any **policy period**. If **we** find **you** have more than one such policy, coverage will be provided only under the plan that has been in force for the longer period of time.

### F. Excess Insurance Limitation

This policy is excess of all other valid and collectible insurance. If at the time of **treatment**, there is other valid and collectible insurance in place, **we** shall only be liable for the excess of the amount of **treatment** not covered by the other insurance, and otherwise eligible under this policy.

### G. Installment Payment

If **you** elect to pay **your** premium in monthly, quarterly, or semi-annual installments, **we** will charge **you** the non-refundable transaction fee listed on the declarations page. This fee is waived if **you** pay annually.

### H. More than One Policyholder

If there is more than one policyholder, any policyholder may cancel or change this policy. Such action is binding on any and all policyholders.

### I. Pet Residence Restriction

**Your pet** must reside with **you** at the primary address listed on the declarations page. It is **your** responsibility to notify **us** of any change in address. A change in **your** primary address may result in a change to coverage availability and rates.

**J. Policy Changes**

If **you** wish to make changes to **your** coverage, please contact **us**. Any change is subject to underwriting and **our** approval. Certain changes may result in a new enrollment, which would terminate **your** existing policy and will not be considered continuous coverage. A new enrollment will result in new waiting periods. Additionally, **conditions** that occur prior to this new enrollment will be considered **pre-existing**.

**K. Promotional Items**

From time to time, **we** may offer promotional items to show customer appreciation. Examples of such items are discounts, gift cards, related services and merchandise. The value of the promotional item will not be more than allowed by the state of **your** primary address.

**L. Territory**

To be eligible under this policy, **covered expenses** must be incurred during the **policy period** within the United States, its territories (Guam, Puerto Rico, and the U.S. Virgin Islands) and Canada.

**M. Transfer of Rights of Recovery Against Others to You**

If **you** have a right to recover from another party all or part of any payment **we** have made under this policy, those rights are transferred to **us**. **You** must do nothing after loss to impair those rights. **You** agree to cooperate with **us** in **our** subrogation efforts.