# UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 1208 Massillon Rd. Suite G 200, Akron OH 44306

## Accident Coverage

**INSURING AGREEMENT**

United States Fire 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 for **your pet**.

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

Signed for **United States Fire Insurance Company** By:

Marc J. Adee
Chairman and CEO

Michael P. McTigue
Secretary

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## DEFINITIONS

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| **Accident** | A sudden, unexpected or unintended action or event with a specific time and place which results in **injury**. |
| **Actual Cost** | The standard fees/costs that the treating **veterinarian** charges, and that **you** have a financial obligation to the treating **veterinarian** to pay, after all credits or discounts are applied. |
| **Administrator** | The company administering the policy. |
| **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). |
| **Annual Limit** | The maximum amount payable during the **policy period** for all **covered expenses**. |
| **Behavioral Problem** | 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. |
| **Chronic Condition** | Means a **condition** that can be treated or managed, but not cured. |
| **Condition** | **Illness**, disease, **injury** or change to **your pet's** health that may or may not show **symptoms** or have been diagnosed or treated (including but not limited to diagnosed or undiagnosed **pre-existing**, **hereditary disorders** or **congenital anomalies or disorders, ligament and knee conditions** or **chronic conditions**). |
| **Congenital Anomaly or Disorder** | Means a **condition** that is present from birth, whether inherited or caused by the environment, which may cause or contribute to **illness** or disease. |
| **Covered Expenses** | The **actual costs** for expenses that are eligible for coverage under **your** policy. |
| **Cured** | The point at which a **pet** is free from a **condition**, with no further **symptoms** or **treatment**. |
| **Effective Date** | The date **your** policy takes effect as identified on **your** declarations page. |
| **End of Life Expenses** | Expenses for euthanasia, burial and cremation only. This does not include funeral expenses, memorial items, urns, caskets, burial plots or burial plot maintenance fees. |
| **General Health Maintenance** | A program or procedure planned to prevent **illness**, maintain maximum function or promote health. |
| **Hereditary Disorder** | Means an abnormality that is genetically transmitted from parent to offspring and may cause **illness** or disease. |
| **Illness** | Any sickness, disease, or medical **condition** not caused by an **accident** or **injury**. |

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| **Injury** | Bodily harm which results directly from an **accident**, independent of an **illness**, while this policy is in force. |
| **Ligament and Knee Conditions** | **Conditions** involving a ligament, patella, meniscus or soft tissue disorder of the knee. These are considered bilateral and related, regardless of cause; meaning an **occurrence** on one side of the body affects both sides of the body. |
| **Occur** or **Occurrence** | When signs or **symptoms** related to a **condition** first were observed by any individual, recorded in **your pet's** medical record, or would have been detectable by a routine physical **veterinary** exam. |
| **Pet** | Dog or cat described on the declarations page that **you** own and that resides with **you**. |
| **Policy Period** | One year as specified on the declarations page. |
| **Pre-Existing Condition** | Means a **condition** for which any of the following are true prior to the **effective date** of a **pet** insurance policy:<br>• A **veterinarian** provided medical advice regarding the **condition**;<br>• The **pet** received previous **treatment** for the **condition**; or<br>• Based on information from verifiable sources, the **pet** had signs or **symptoms** directly related to the **condition** for which a claim is being made. |
| **Prescription Pet Food** | A manufactured and tested therapeutic diet with guaranteed analysis and safety standards. A **veterinarian** must prescribe the diet as indicated by the manufacturer for **treatment** of a specific covered medical **condition** for **your** pet. **Prescription foods** eligible under the policy do not include treats, **general health maintenance** diets, whole food and fresh food diets, lightly cooked diets, custom diets, weight loss diets, puppy or kitten diets, homemade diets, or raw food diets, even if prescribed, dispensed or recommended by a **veterinarian**. |
| **Prevention/Preventative** | **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**. |
| **Renewal** | Means to issue and deliver at the end of an insurance **policy period** a policy that supersedes a policy previously issued and delivered by the same insurer or an affiliated insurer and that provides types and limits of coverage substantially similar to those contained in the policy being superseded. |
| **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 covered medical **condition**. A **veterinarian** must prescribe the supplement. **Supplements** do not include herbs, either in single form or combined with other herbs, Cannabis products (CBD), food products, **general health maintenance** vitamins or **supplements**, or weight loss **supplements**, even if prescribed or dispensed by a **veterinarian**. |

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| **Symptom** | Any change in **your pet's** state of health, normal function, behavior or appearance, including those that did not require **treatment** at the time of observation. |
| **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. |
| **Veterinarian** | Means an individual who holds a valid license to practice veterinary medicine from the appropriate licensing entity in the jurisdiction in which the individual practices. |
| **Veterinary Expenses** | Means the costs associated with medical advice, diagnosis, care or treatment provided by a **veterinarian**, including, but not limited to, the cost of drugs prescribed by a **veterinarian**. |
| **We, Us** and **Our** | Underwriting insurance company, United States Fire Insurance Company. |
| **You, Your, Yours** | Person or persons named on the declarations page. |

## CURED CONDITION ELIGIBILITY

If **your pet's pre-existing condition** is curable and has been **cured** and free from **treatment** and symptoms for a period of 180 days it is a new **occurrence**. This does not apply to **chronic conditions** or **ligament and knee conditions**.

## WHAT IS COVERED

**We** will reimburse **you** the **actual costs** for **covered expenses** that **you** incur during the **policy period** for your pet, 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.

**Accident Benefits**

**Your** policy reimburses **actual costs** for **covered expenses** related 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:

a. **Alternative Therapy**, when performed by a **veterinarian** or at a facility with a supervising **veterinarian** on staff.
b. **End of life expenses**
c. Intravenous (IV) fluids and medications
d. Medical supplies (such as but not limited to bandages, casts and splints)
e. MRI or CT scans and X-rays
f. Poison control consultation fees
g. **Prescription pet food** to treat a covered **condition**; not for **general health maintenance**, or **prevention**, even if prescribed or dispensed by a **veterinarian**.
h. Prescription medications prescribed by a **veterinarian** and approved by the Food and Drug Administration (FDA).
i. Stem cell therapy
j. **Supplements** to treat a covered **condition**; not for **general health maintenance**, or **prevention** even if prescribed or dispensed by a **veterinarian**.

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k. Surgery and hospitalization

l. Tooth extractions

m. **Veterinary Treatment**, including examinations, consultations and laboratory tests.

**Microchip Implantation**

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

## WHAT IS NOT COVERED

**Exclusions**

**We** will not pay for expenses related to any **illness**, any **congenital anomaly or disorder** or any **hereditary disorder**.

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

a. Aesthetic, cosmetic, endodontic, or orthodontic dental services such as caps, crowns or crown amputation, fillings, implants and root canals or planing.

b. Anal sac (gland) expression, **treatment**, and/or resection when no infection is present.

c. Boarding.

d. Breeding, pregnancy, whelping or nursing.

e. Cosmetic and elective prostheses or procedures (including but not limited to claw removal, ear cropping and tail docking).

f. Dental cleanings unless used to treat a covered **illness** or covered by an applicable endorsement.

g. Experimental or investigational **treatment** or medication (including clinical trials) that is not generally accepted in the **veterinary** medical community as effective or proven.

h. Funeral services, memorial items, urns, caskets, or burial plots/fees.

i. Grooming or grooming supplies (including but not limited to non-prescription baths, ear cleanings, non-prescription shampoos and nail trims).

j. Herbal and herbal-like products including Cannabis (CBD) and food products.

k. House call fees, time and travel expenses to and from the **veterinarian's** premises or hospital.

l. **Illness** or **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**.

m. **Ligament and knee conditions**, if any **ligament and knee condition occurred** prior to the first **effective date** of the applicable coverage.

n. Non-medical supplies such as but not limited to toys, leashes, ramps, bedding or other devices intended to prevent **injury** or **illness**, but that do not treat a **condition**.

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o. Non-**veterinary expenses** (including but not limited to administrative fees, medical records expenses, medical waste, discount package or membership fees, postage and tax).

p. Organ or heart valve transplants.

q. **Pre-existing conditions** that **occurred** on or before the first **effective date** of the applicable coverage.

r. **Prescription pet food**, **pet** food that is used beyond resolution of **symptoms** for **prevention** or **general health maintenance** (including weight loss) even if prescribed, dispensed, or recommended by a **veterinarian**; whole food or fresh food diets, lightly cooked diets, custom diets or limited ingredient diets even if prescribed, dispensed or recommended by a **veterinarian**. **Pet** food that is available without a prescription from a **veterinarian**, commercial diets or treats including foods such as life stages (puppy, senior, etc.), low calorie, sensitive stomach, or urinary support even if dispensed or recommended by a **veterinarian**.

s. **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.

t. **Supplements** and vitamins used for **prevention** or **general health maintenance** (including weight loss) even if prescribed or dispensed by a **veterinarian**.

u. Training or training devices.

v. **Treatment** when the **veterinarian** conducting or supervising the **treatment** is **you**, a co-owner on **your** account or an immediate family member.

w. **Treatment** arising from avian influenza; intentional slaughter by, or under, the order of any government or public or local authority; epidemics or pandemics as declared by the U.S. Department of Agriculture; nuclear reaction, radiation, radioactive contamination or the discharge of a nuclear device, whether controlled or uncontrolled, accidentally or otherwise; chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material whether controlled or uncontrolled, accidentally or otherwise; war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped, strikes, riots, or civil commotion and terrorism.

x. **Veterinary expenses** related to coursing, organized fighting, law enforcement or guarding, personal protection or racing.

y. **Veterinary expenses** for **treatment** for any animal or individual that is not **your pet**.

## DEDUCTIBLE AND REIMBURSEMENT PERCENTAGE

**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.

**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.

## CLAIMS

**Submit a Claim**

So **we** can process **your** claim as quickly as possible, submit **your** claim electronically and include the following information with **your** claim:

- **Your** name, address, contact information, and signature on the claim form.
- A description of the **condition** and **treatment you** are claiming.
- All applicable receipts including an itemized breakdown of the fees incurred for **actual costs** after any discounts or credits.

Failure to provide complete information may result in:

- Denial of **your** claim.
- **You** submitting a new claim with all required details.

Claim forms are available online.

To make a claim, **you** or an authorized representative from **your veterinarian**'s office must fill in the claim form. The claim forms must be submitted along with any itemized invoices for the **actual costs** incurred.

**You** must submit **your** claim within 270 days from the date of service.

**Other Claim Procedures**

When **you** submit a claim, **you** authorize **us** and **our administrator** to access all medical information and records that **we** need to assess **your pet's** health and **you** agree to provide **us** with any missing medical information and records. 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.

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.

Payment of one claim does not guarantee that **we** will pay additional claims.

**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.

## RESOLVE A DISPUTE

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

***Step One*** - Read this policy carefully.

***Step Two*** - To discuss **your** question or dispute, contact the Customer Satisfaction Department during regular business hours.

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

- reason for **your** dispute
- claim numbers, medical records and supporting documentation if **your** dispute involves a claim
- other pertinent information that supports **your** position

**You** will receive a written decision from the Appeals Resolution Team within 30 days from the date all information necessary to investigate and review **your** appeal is received.

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

## RENEWAL

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 12-month **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.

**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.

## POLICY CANCELLATION

**Money Back Guarantee**

If **you** provide notice, in accordance with the *When **You** Cancel* provision below, that **you** wish to cancel within the first 15 days from **your** first **effective date**, **we** will refund the premium paid if no claims have been submitted.

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

**When You Cancel**

**You** must contact **us** 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.

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

**When We Cancel**

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.

**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.

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.

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**.

## GENERAL CONDITIONS

**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 *Resolution Of Disputes* section. **You** have 24 months from the claim settlement date to proceed with an action unless state law requires a longer period.

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

**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.

**Dual Coverage With Us** - **We** will not insure **your pet** under more than one **pet** insurance policy during any **policy period**. If **we** find an insured has more than one such policy, coverage will be provided under the plan that has been in force for the longer period of time.

**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.

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

**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.

**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.

**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**.

**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.

**Non-Insurance Services** - **We** may offer **pet** related non-insurance services for **your pet**, in addition to the insurance benefits. **You** will be notified of the availability and details.

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