

# Policy Document

Per Incident Limit- \$3,000.00

See endorsements for other limits that may apply to specific conditions.

## Level 2 Accident and Illness Coverage

Defined terms are capitalized in this policy. You can find their meanings in the DEFINITIONS section. This policy is written in plain English, and is part of a legal insurance contract. Please read carefully.

Attach to this policy: declarations page and any endorsements.

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Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

Administered by:  
Fairmont Specialty Insurance Agency  
Administrative Office: All inquiries should be sent to 1208 Massillon Rd. Suite G 200, Akron, OH 44306

Underwritten by:  
United States Fire Insurance Company  
Administrative Office: 5 Christopher Way, Eatontown, New Jersey 07724

## 1. INSURING AGREEMENT

When You pay Your premium, We will insure Your Pet for policy benefits. This annual contract of insurance includes Your application, this policy, declarations page and any endorsements.

You must comply with all terms of this policy. Only an endorsement that We issue can change or waive contract terms.

We will only process or pay Your claim if Your premiums are paid to date.

If You misrepresent or conceal any material fact, We will deny any related claim. We may also cancel, invalidate or rescind coverage.

You understand that this is a reimbursement policy and You are financially responsible to Your Veterinarian for services provided.

## 2. WHAT IS COVERED

This policy provides reimbursement for Usual and Customary costs for expenses incurred during the Policy Period that are eligible for coverage under Your policy, referred to as Covered Expenses. After subtracting the deductible amount shown on the declarations page from the Covered Expenses and applying Your Co-insurance listed on the declarations page, We will pay Our portion of the Covered Expenses up to any applicable maximums.

There are maximum amounts specified on the declarations page for an annual Incident Limit that applies to each eligible Incident. Please refer to the declarations page for other applicable coverage.

### 2.1 Accident Benefits

Eligible Accident expenses are:

- a. anesthesia, pre-anesthetic bloodwork and anesthetic monitoring, sedation and operating fees
- b. broken tooth extractions
- c. End of Life Expenses
- d. examinations (such as but not limited to emergency visits, specialist consultations, first examinations and those for a second opinion)
- e. hospitalization and nursing care
- f. intravenous (IV) fluids and medications
- g. laboratory tests
- h. medical supplies (such as but not limited to bandages, casts and splints)
- i. poison control consultation fees
- j. prescription medications prescribed by a Veterinarian and that the Food and Drug Administration (FDA) has approved
- k. radiology (such as but not limited to CAT Scan, magnetic resonance imaging (MRI), ultrasound and X-rays)
- l. surgical Treatment.

### 2.2 Illness Benefits

Eligible Illness expenses are:

- a. expenses listed above under subsection 2.1 when applicable to an Illness
- b. cancer Treatments (including but not limited to chemotherapy and radiation treatment)
- c. tooth extractions

### 3. WHAT IS NOT COVERED

#### 3.1 Pre-Existing Conditions

We do not pay benefits for any charge that results directly or indirectly from a Pre-existing Condition that occurred on or before the Effective Date of the policy. This exclusion applies to the Effective Date following initial enrollment, the Effective Date of a subsequent Reissuance, and the Effective Date resulting from a permissible midterm change in coverage resulting in a new policy.

However, a Condition will no longer be considered pre-existing if 180 days have passed since Your Pet's Condition was Cured and free from Treatment and Symptoms.

Any condition that Occurs during an applicable waiting period is considered a Pre-existing Condition.

#### 3.2 Waiting Periods for First Policy Period

In addition, no amount is payable for:

- a. any Illness that Occurs within 30 days after the first Effective Date of Your 12-month policy.
- b. diagnosis, Treatment or surgery related to ligament and knee Conditions that Occur or show Symptoms within 12 months after the first Effective Date of Your 12-month policy. Ligament and knee Conditions are anterior cruciate ligament (ACL), cranial cruciate ligament (CCL), lateral collateral ligament (LCL), medial collateral ligament (MCL), medial patella luxation (MPL) or meniscal damage.

Any Condition that Occurs during an applicable waiting period will not be eligible for coverage unless 180 days have passed since Your Pet's Condition was Cured and free from Treatment and Symptoms.

#### 3.3 Policy Exclusions

Unless covered by an applicable endorsement. We will not pay for expenses related to:

- a. any Wellness Care
- b. any Hereditary, Genetic or Congenital Condition including those Conditions that are related, secondary, or resultant from any Hereditary, Genetic, or Congenital Condition.

#### 3.4 General Exclusions

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

- a. Alternative Therapy, unless expressly listed under Section 2
- b. anal sac (gland) expression when no infection is present
- c. Behavioral Therapy, unless expressly listed under Section 2
- d. boarding
- e. breeding, pregnancy, whelping or nursing
- f. charges that exceed the Usual and Customary Costs for any eligible expense
- g. cosmetic and elective prostheses or procedures (including but not limited to claw removal, ear cropping and tail docking)
- h. experimental or investigational Treatment or medication (including clinical trials) that is not generally accepted in the Veterinary medical community as effective and proven
- i. dental cleanings unless covered by an applicable endorsement; aesthetic, cosmetic, endodontic, or orthodontic dental services such as caps, crowns, fillings, implants and root canals
- j. food, vitamins, supplements (herbal, nutritional, joint, or other) and weight loss medication, including those that a Veterinarian prescribes or are administered while Your Pet is hospitalized
- k. grooming or grooming supplies (including but not limited to non-prescription baths, ear cleanings, non-prescription shampoos and nail trims)
- l. house call fees, time and travel expenses to and from the Veterinarian's premises or hospital

- m. Illness or Injury that results from intentional, malicious or grossly negligent activities of from failure to perform actions commonly accepted as responsible pet care by You, a member of Your household or a caregiver for Your Pet
- n. more than one surgical procedure within the Policy Period related to the removal of a foreign object from any part of Your Pet's body, including an ingested item
- o. non-medical supplies such as but not limited to toys, training devices, and leashes
- p. non-Veterinary services (including but not limited to administrative fees, medical records expenses, medical waste, postage and tax)
- q. preventive care without an Occurrence (including but not limited to general health diagnostics, laboratory procedures, medications, physical examinations and surgery)
- r. Veterinary expenses related to coursing, organized fighting, law enforcement or guarding, personal protection or racing.

## **4. DEDUCTIBLE AND CO-INSURANCE**

### **4.1 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 calculating Your Co-insurance.

### **4.2 Co-Insurance Amount**

After the deductible is met, You are responsible for Your portion of the Covered Expenses listed on the declarations page as Your Co-insurance in addition to any amounts not covered by the policy. We then pay Our portion of the Covered Expenses subject to any applicable maximum.

## **5. CLAIMS**

### **5.1 Submit a Claim**

So We can process Your claim as quickly as possible, 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 for
- all applicable receipts including an itemized breakdown of the fees incurred.

Failure to provide complete information may result in:

- denial of your claim
- Your having to submit a new claim with all required details.

Claim forms are available online at [www.XXXXX.com](http://www.XXXXX.com) or you may request one by calling 1-XXX-XXX-XXXX.

To make a claim, You or an authorized representative from Your Veterinarian's office fills in the claim form. Forward the form together with the itemized invoices for the costs involved. You can submit these by email at [X@XXXX.com](mailto:X@XXXX.com), by fax to 1-XXX-XXX-XXXX or by mail to Attn: Claims Department 1208 Massillon Rd. Suite G 200, Akron, OH 44306.

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

### **5.2 Other Claim Procedures**

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.

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.

### **5.3 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.

## **6. 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 at 1-XXX-XXX-XXXX or X@XXXX.com.

*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.

## **7. WHAT HAPPENS WHEN THIS POLICY IS REISSUED**

### **7.1 Automatic Annual Policy Reissuance**

Unless You notify Our Administrator that You want to cancel or We advise that Your policy will not be reissued, 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 Reissuance. Your reissued declarations page will specify the coverage and rates that apply.

We may decide to not reissue Your coverage at the end of any Policy Period. At least 60 days before Your coverage ends, We will mail written notice that Your policy will not be reissued to You at Your address as shown on the declarations page.

### **7.2 Coverage Termination at Reissuance**

All coverage under the current policy ends on the last day of the Policy Period.

Pursuant to Section 3.1, Conditions that Occur during the current Policy Period are not eligible in subsequent Policy Periods unless the Continuing Care Endorsement is in effect for the current Policy Period and subsequent Policy Periods.

### **7.3 New Policy Amounts at Reissuance**

Reissued policies are considered new policies. When your policy is reissued, coverage for the new Policy Period is effective on the day immediately following the last day of the prior Policy Period.

The full deductible amount and annual Incident Limit are reinstated and apply to the new Policy Period coverage at Reissuance.

## 8. POLICY CANCELLATION

### 8.1 Money Back Guarantee

If You provide notice, in accordance with Section 8.2 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 allowable or Covered Expenses have been applied to Your deductible or reimbursed.

If You submitted a claim during this time period, We will refund any premium in accordance with section 8.2 below.

### 8.2 When You Cancel

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: X@XXXX.com, by fax to 1-XXX-XXX-XXXX or by mail to Attn: Customer Satisfaction Department 1208 Massillon Rd. Suite G 200, Akron, OH 44306.

We will refund any premium that You have already paid for any period after Your last date of coverage.

### 8.3 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.

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.

## 9. 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 under Section 5 and resolution of disputes under Section 6. 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 monthly, quarterly or semi-annual installments, We will charge You the non-refundable Installment 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 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.

**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.

**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.

## 10. DEFINITIONS

Here is a list of definitions for capitalized terms used in the policy.

**Accident** - A sudden, unexpected or unintended action or event with a specific time and place that results in Injury to Your Pet

**Administrator** - The company administering the policy

**Alternative Therapy** - Treatment or medication that does not generally fall within the realm of conventional veterinary medicine including but not limited to the following types of therapy: acupuncture, chiropractic, holistic, homeopathic, hydrotherapy, physiotherapy or rehabilitative

**Behavioral Problem** - A 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, excessive chewing or licking, or separation anxiety

**Behavioral Therapy** - Prescription medication, Treatment, training, or behavioral modification training aide(s) that is used to treat a Behavioral Problem

**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)

**Covered Expenses** - Usual and Customary Costs for expenses that are eligible for coverage under Your policy

**Cured** - The point at which a pet is free from a Condition

**Effective Date** - The date Your policy takes effect as identified on Your declarations page

**End of Life Expenses** - Expenses for euthanasia and cremation

**Hereditary, Genetic or Congenital Condition** - Illness, defect, disorder or disease that is present from birth, inherited by Your Pet or to which Your Pet is predisposed through hereditary or genetic factors. A list of these conditions is available upon request and on Our website [www.aspcapetinsurance.com](http://www.aspcapetinsurance.com)

**Illness** - Any sickness, disease or medical Condition not caused by an Accident or Injury, or Behavioral Problem

**Incident** - All Treatments for a Condition including related, secondary or resultant Conditions regardless of whether the Condition requires multiple Treatments

**Incident Limit** - Maximum amount payable during the Policy Period for all Covered Expenses that result from one Incident

**Injury** - Bodily harm caused by an Accident while this policy is in force.

**Occur or Occurrence** - When signs or symptoms related to a Condition first become obvious, including when Your Pet first shows signs or symptoms related to a Condition that a Veterinarian could have diagnosed or treated.

**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** - Illness, disease, Injury or change to Your Pet's health that first Occurs or shows Symptoms:

- a. before coverage is effective
- b. during a Waiting Period
- c. before the current Policy Period

This includes Conditions that are related to, secondary, or resultant from a Pre-Existing Condition

**Usual and Customary Costs** - Typical fees or costs that like Veterinarians charge based on available Veterinary fee information and proprietary data

**Reissue or Reissuance** - Date at the end of each 12-month Policy Period on which Your existing policy expires and a new policy is issued. Coverage and rates are subject to change at reissuance

**Symptom** - Any change in Your Pet's state of health, normal function, behavior or appearance

**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** - Licensed veterinarian, veterinary technician, assistant or authorized representative under the veterinarian's supervision

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

**We, Us and Our** - Underwriting insurance company, United States Fire Insurance Company

**Wellness Care** - Treatment or diagnostics that are customarily considered preventive in nature where there is no underlying Illness or Injury. May include but is not limited to wellness examinations, coronavirus vaccines, canine distemper (also referred to as "DHLPP" for distemper, hepatitis, leptospirosis, parvo, and parainfluenza) or feline distemper (also referred to as "FVRCP" for feline viral rhinotracheitis, calicivirus, and panleukopenia) combination vaccines or titers, fecal tests, heartworm tests, rabies vaccines, spaying or neutering, bordetella vaccines, dental cleaning, feline infectious peritonitis vaccines, feline leukemia tests and vaccines, canine lyme disease vaccines, flea and heartworm preventive medications, and microchipping

**You, Your, Yours** - Person or persons named on the declarations page