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Contract Number

24-1145

SAP Number

Probation Department

Department Contract Representative
Telephone Number

Dana Smith-Lacy
909-387-5874

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center
Grant Number (if applicable)

Fetch Pet Insurance
Carla Stevens
1-866-467-3875
11/20/24 to 11/19/25
N/A
4810001000

Briefly describe the general nature of the contract:

Pet insurance non-financial Terms and Conditions with Fetch Insurance Services, LLC, for Canine non-emergency healthcare, for a term beginning November 20, 2024, through November 19, 2025, and automatically renewing until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

Maria Insixiongmay

Maria Insixiongmay, Deputy County Counsel

11/5/2024

Date

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

Tracy Rea

Tracy Rea, Chief Probation Officer

11/5/2024

Date

PET HEALTH INSURANCE POLICY TERMS AND CONDITIONS

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I. DEFINITIONS USED THROUGHOUT THIS POLICY

Some words or phrases in the **policy** have been defined below. Defined words or phrases are printed in bold type and have the following meanings, unless a different meaning is described in a particular coverage or endorsement.

You, Your	The named insured as shown on the declarations page, and the spouse or partner, if residing at the same address.
We, Us, Our	The company providing this insurance, or the company's designated representative.
Pet, Your Pet	Any dog or cat named and described on the declarations page and for which a premium has been paid.
Annual Exam	A routine medical and dental examination of your pet completed yearly and documented by a veterinarian.
Behavioral Disorder(s)	Any change in your pet's temperament, activity of inactivity that is abnormal, dysfunctional or unusual for which there is no underlying medical condition(s). Behavioral disorders include, but are not limited to, aggression, separation anxiety or phobias.
Clinical Sign(s)	Changes in your pet's healthy state, its bodily functions or behavior (as observed by any individual, recorded in your pet's medical record, or identified in previously performed examinations or treatment(s) for your pet).
Co-pay(s)	The percentage of your claim for which you are liable before any applicable deductible is applied.
Congenital Defects or Abnormalities	Any condition(s), abnormality(ies) or disorder(s) present at and existing from the birth of your pet
Curable Medical Condition	Any medical condition or injury that can be completely resolved without recurrence or any manifestations of clinical signs.
Curable Exclusionary Period	There is a three hundred sixty-five (365) day exclusionary period for any curable medical condition that is observed, recorded, or identified up to three hundred sixty-five (365) days prior to the original inception date of the policy, during the waiting period, or during an exam. A second three hundred sixty-five (365) day exclusionary period will apply if the curable medical condition reoccurs within the first three hundred sixty-five (365) days after the original inception date of the policy. If the same curable medical condition reoccurs during the second exclusionary period, then it will be excluded from coverage for the life of your pet.
Declarations Page	A written document comprising part of this policy which identifies the named insured, policy number, insured pet, insured coverage options selected, policy period, any applicable co-pay(s) and/or deductible(s) and the maximum annual policy coverage provided.

Deductible(s)	The fixed amount per policy period for which you are liable prior to receiving any claims settlement that will be deducted from any reimbursement made to you, after any co-pay amount has been deducted.
Excess Insurance	Reimbursement under this policy will only be available once limits for coverage under any other policy have been exhausted.
Exclusion(s)	Any situation, event or medical condition not covered by this policy.
Experimental Treatment	Drugs, therapies, or treatments that are unproven, have been confined largely to laboratory use, or have progressed to limited pet application and trials, and lack wide recognition from the scientific community as a proven and effective measure of treatment.
First Exam	The earliest exam performed by a veterinarian after the effective date of the policy, but during the policy period if your pet has not been examined by a veterinarian within six (6) months prior to the effective date of the policy.
Holistic Therapy	Any treatments including but not limited to acupuncture, aromatherapy, chiropractic, and homeopathic therapy administered by a veterinarian to treat an injury or illness.
Illness(es)	Any change to the normal healthy state of your pet such as a sickness, disease or medical condition (except behavioral disorders) not caused by an accident.
Injury(ies)	Physical harm to your pet caused by normal activity or an accident.
Maximum Annual Policy Coverage	The most we reimburse during the policy period for each type of insured coverage covered by this policy as shown on the declarations page.
Medical Condition(s)	All clinical sign(s) and symptoms resulting from the same diagnostic classification or disease process, regardless of the number of illnesses or injuries or areas of the body affected.
Medically Necessary	Any treatment or procedure which is directly and materially related to a covered illness or injury, as recommended and documented in your pet's medical records by the treating veterinarian.
Original Inception Date	The first policy period effective date with us for your pet where continuous coverage has been provided without interruption. Any lapse or gap in coverage will reset the date to the next policy period effective date after the lapse or gap in coverage.
Physical Therapy	Any treatment including but not limited to hydrotherapy, laser, underwater treadmill, kinesiotherapy, land-based exercise, massage, stretching, electrical stimulation administered by a veterinarian to treat an injury or illness.

Policy	All terms and conditions of this policy and any endorsements thereto including the declarations page.
Policy Period(s)	The period from the effective date to the expiration date of the policy as set forth on the declarations page.
Pre-existing Condition(s)	A medical condition which first occurred or showed clinical sign(s) before the effective date of this policy or which occurred or showed clinical sign(s) during the policy waiting period, or during the policy waiting period.
Preventive Care	Any treatment, service or procedure, including but not limited to physical examinations, medications, surgeries, inoculations or laboratory procedures, for the purpose of prevention of illness or injury or for the promotion of general health, where there has been no injury or illness.
Reasonable Cost(s)	The fees regularly charged for a given treatment, sick visit fee, or procedure by the treating veterinary facility, or the fee regularly charged by a licensed kennel or cattery.
Sick Visit Fee	The Veterinary exam fee for your pet's illness or injury.
Supplements	Any medicinal substance including but not limited to nutraceuticals, vitamins, and herbal medicines not requiring a prescription that a veterinarian recommends for the treatment of an injury or illness.
Telehealth Treatment	Any treatment administered by a veterinarian to treat any injury or illness by means of remote telecommunications technology including but not limited to phone, email, Internet, text and video.
Terms and Conditions	All provisions of this policy.
Treatment(s)	Any veterinary care and prescribed medications administered by a Veterinarian, or under a veterinarian's direct supervision, in treating your pet's injury or illness.
Veterinarian	Any licensed veterinarian residing and practicing within the United States or Canada from whom your pet has received treatment.
Waiting Period	There is a fifteen (15) day period beginning on the effective date of this policy during which we will not cover any injury, illness, behavioral disorder or any other coverage provided by this policy. The waiting period will not apply to any renewal of your policy if renewal coverage is continuously maintained. Medical conditions for which clinical sign(s) were observed during the waiting period are excluded from this policy as pre-existing conditions. (See also Section V.e.)
Working Dog	Any dog used for occupational, professional, or business use.

II. INSURING AGREEMENT

Upon your payment of the premium when due, and in reliance on the statements you made, we will provide coverage as specifically described in and subject to the terms and conditions of this policy for your covered pet.

Except if stated to the contrary, all insured coverages are subject to all the terms, conditions and limitations as stated herein and as shown on the declarations page.

III. INSURED COVERAGES

We will provide the coverages to you as set forth in the paragraphs below subject to the following:

- Waiting period.
- Co-pay(s).
- Deductible(s).
- Exclusions.
- Limits of insurance.
- Other terms, conditions and limitations in this policy.

A. POLICY COVERAGE

1. VETERINARY FEES, PRESCRIBED DRUGS AND SUPPLEMENTS

We will reimburse you for:

- a. the reasonable cost(s) of any medically necessary treatment administered by a veterinarian within the United States or Canada that your pet has received during the policy period for a covered illness or injury;
- b. the medically necessary reasonable cost of pharmaceuticals that can only be obtained by means of a veterinarian prescription to treat an illness, injury, or behavioral disorder in the quantity of ninety (90) days or less;
- c. the medically necessary reasonable cost of supplements.

The most we will pay for this coverage is the maximum annual policy coverage shown on your declarations page.

2. SPECIAL COVERAGES AND LIMITS

The following coverages do not increase the maximum annual policy coverage on your declarations page and are not subject to and not considered in applying co-pay when co-pay conditions otherwise apply. The special coverages are not subject to the applicable deductible.

a) BEHAVIORAL FEES AND TELEHEALTH

We will reimburse you for;

1. The reasonable cost(s) for consultations by a veterinarian to diagnose and treat behavioral disorders during the policy period;
2. The medically necessary reasonable cost of telehealth treatments that a veterinarian provides to support treatment of a covered injury, illness or behavioral disorder.

This coverage is limited to a \$1,000 annual limit.

b) ADVERTISING AND REWARD

We will reimburse you for the reasonable and necessary cost of advertising and a reasonable reward paid if your pet is stolen or strays during the policy period.

This coverage is limited to a \$1,000 annual limit

As soon as you discover your pet is missing, you must:

1. Notify the police and ask for a reference or case number and written confirmation of your report;
2. Notify the five (5) veterinary clinics and animal shelters closest to the area where your pet was last seen; and
3. Complete and send us a claim form along with all receipts for costs you incurred for advertising and paying a reward.

Conditions Applying to Advertising and Reward

We will not reimburse **you** for:

1. Any reward not supported by a signed receipt giving the full name and address of the person who found your pet;
2. Any reward paid to any person living with you, related to you, employed by you or known by you; or
3. Any reward resulting from your neglect or deliberate concealment of your pet.

c) BOARDING FEES

We will reimburse you for the reasonable cost(s) of boarding your pet at a licensed kennel or cattery while you are in a hospital as a result of your own sickness, disease or bodily injury during the policy period.

This coverage is limited to a \$1,000 annual limit.

You must:

1. Have incurred or have been diagnosed and reported your own sickness, disease or bodily injury during the policy period;
2. Submit a claim form completed by your doctor and the kennel or cattery, as soon as possible after you are hospitalized as a result of your own sickness, disease or bodily injury; and
3. Submit the original invoice from the kennel or cattery.

Conditions Applying to Boarding Fees

We will not reimburse you if:

1. You are admitted to a hospital for less than ninety-six (96) hours;
2. You are treated in a care setting other than a hospital;
3. You are admitted to a hospital because of a sickness, disease or bodily injury, which first occurred or manifested itself before your pet was covered under this policy;
4. You are admitted to a hospital as a result of your pregnancy or giving birth;
5. You are receiving any treatment that is not related to a sickness, disease or bodily injury; or
6. You are admitted to a hospital for the treatment of alcohol abuse, drug abuse, suicide attempt or self-inflicted illness or injury.

d) LOSS DUE TO THEFT OR STRAYING

We will reimburse you for the price you paid for your pet if your pet is stolen or goes missing during the policy period and is not found.

This coverage is limited to a \$1,000 annual limit.

If you have no formal proof of how much you paid for your pet in the form of an original receipt, we will reimburse you the lesser of the current local humane society adoption fee for the species of pet named on the declarations page, or one hundred and fifty dollars (\$150). As soon as you discover your pet is missing, you must:

1. Notify the police and ask for a reference or case number and written confirmation of your report; and
2. Notify the five (5) veterinary clinics and animal shelters closest to the area where your pet was last seen.

If your pet is not found within thirty (30) days, you must complete and send us a completed claim form. This must include the original receipt for the price you paid for your pet.

If your pet is found or returns to you, you must repay the full amount we have paid you under this policy within ninety (90) days of the expiration of the policy period in which this benefit was paid or within ninety (90) days of recovering your pet.

Conditions Applying to Loss Due to Theft or Straying We will not reimburse you if:

1. You, or the person looking after your pet, freely parts with your pet even if tricked into doing so.

e) DEATH FROM INJURY OR ILLNESS

We will reimburse you for the price you paid for your pet, if your pet dies or has to be put to sleep by a veterinarian during the policy period, as a result of an injury or illness. This coverage is limited to a \$1,000 annual limit.

If you have no formal proof of how much you paid for your pet in the form of an original receipt, we will pay you the lesser of the current local humane society adoption fee for the species of pet named on the declarations page, or one hundred and fifty dollars (\$150).

Conditions Applying to Death from Injury or Illness

We will not reimburse you if:

1. Your pet's death results from an injury or illness that is a pre-existing condition;
2. A veterinarian is not able to verify the death or sign the death claim form;
3. Your pet was put to sleep at your request and not as suggested by a veterinarian;
4. The death is the result from an illness for any pet age six (6) years or older; or
5. Your pet was put to sleep because of a behavioral disorder.

f) VACATION CANCELLATION

We will reimburse you for any travel and accommodation costs you cannot recover, if you have to cancel or cut short a vacation during the policy period because your pet is injured or shows the first clinical sign(s) of an illness while you are away or up to seven (7) days before you leave, and as a result requires immediate lifesaving veterinary treatment.

This coverage is limited to a \$1,000 annual limit.

Conditions Applying to Vacation Cancellation

We will not reimburse you for:

1. Any costs relating to a vacation you booked less than twenty-eight (28) days before you were due to leave;
2. Any costs resulting from an injury or illness that is excluded from coverage; or
3. Any cost of cancellation insurance.

IV. CO-PAY AND DEDUCTIBLES

For any covered loss that is treated during the policy period, you are responsible for an amount of co-pay and we will subtract the deductible as stated on your declarations page from the covered amount. The co-pay percentage will be deducted from the total of all costs for a covered loss. Once the co-pay has been applied, the deductible will be applied to the remaining amount. When treatment dates of a covered loss fall into two or more policy periods, you will be responsible for a deductible for each policy period.

In addition to the application of the co-pay and deductible, there are total limits on our insurance per policy period as set forth on the declarations page as maximum annual policy coverage limit. (See also Section VI.)

V. GENERAL EXCLUSIONS

This policy does not cover:

- a. Costs you incur for your pet for any matter not set forth in Section III.
- b. Costs and payments beyond the Limits of Insurance as described in Section VI.a.
- c. Any cost for treating an illness or injury incurred outside of the policy period while the policy is not in force.
- d. The portion of the cost of treating an illness or injury that is greater than the reasonable cost(s) for treating such illness or injury.
- e. The cost of any treatment or diagnostic testing for pre-existing conditions as follows:
 - i. Any injury that happened or any illness that first showed clinical sign(s) before the effective date of this policy; any illness that first showed clinical sign(s) during the waiting period beginning on the effective date of this policy; any injury that occurred during the waiting period beginning on the effective date of this policy.
 - ii. Any injury or illness that is the same as, or has the same diagnosis or clinical sign(s) as any injury, illness or clinical sign(s) your pet had prior to the effective date of this policy; any illness that is the same as, or has the same diagnosis or clinical sign(s) as any illness your pet had during the waiting period beginning on the effective date of this policy; or any injury that is the same as, or has the same diagnosis or clinical sign(s) as any injury that occurred to your pet during the waiting period beginning on the effective date of this policy.
 - iii. Any injury or illness that is caused by, relates to or results from any injury, illness or clinical sign(s) your pet had prior to the effective date of this policy; any illness that is caused by, relates to or results from any illness or clinical sign(s) your pet had during the waiting period beginning on the effective date of this policy; or any injury that is caused by, relates to or results from any injury that occurred to your pet during the waiting period beginning on the effective date of this policy. This exclusion applies no matter where the injury, illness or clinical sign(s) are noticed or occur on your pet's birthday
Pre-existing conditions do not include coverable ongoing medical conditions that showed clinical signs after the original inception date and waiting period.
 - iv. Any curable medical condition, that is observed, recorded or identified up to three hundred sixty-five (365) days prior to the original inception date of the policy or during the waiting period of the policy, will be subject to a curable exclusionary period of three hundred sixty-five (365) days from the original inception date of the policy. Any such curable medical condition that does not reoccur within the first curable exclusionary period will be

coverable provided an annual exam is completed by a veterinarian dated after the curable exclusionary period and before the first reoccurrence of such curable medical condition. If the curable medical condition does reoccur within the curable exclusionary period after the original inception date then a second curable exclusionary period will apply after the first three hundred sixty-five (365) days. At the end of the second curable exclusionary period any such curable medical condition that did not reoccur during the second curable exclusionary period will be coverable provided an annual exam is completed by a veterinarian dated after the second curable exclusionary period and before the second reoccurrence of such curable medical condition.

If the same curable medical condition reoccurs during the second curable exclusionary period it will be excluded from coverage for the life of your pet.

- f. Behavioral disorders where clinical sign(s) were apparent prior to the effective date of the policy or that became apparent during the waiting period beginning on the effective date of this policy.
- g. Congenital defects or abnormalities where clinical sign(s) were apparent prior to the effective date of the policy or that became apparent during the waiting period beginning on the effective date of this policy.
- h. Costs arising out of or related to any treatment associated with damage or rupture of cruciate ligaments, luxation of the patellas or other soft tissue disorders of the knee where clinical sign(s) occur during the first six (6) months that the policy is in effect. However, coverage will be afforded if your pet is examined by a veterinarian within the first thirty (30) days after the original inception date of the policy and the medical record specifically notes your pet does not have any pre-existing conditions relating to the knees, subject to the waiting period.
- i. If your pet has received treatment or has shown clinical signs of a cruciate or soft tissue injury to one knee prior to the effective date of this policy or during the first 6 months of this policy, where no certificate of knee health has been provided as described in section V. h., then the other knee is automatically excluded from coverage.
- i. Costs arising out of or related to any treatment associated with hip dysplasia where clinical signs occur during the first six (6) months that the policy is in effect.
- j. Intervertebral disc disease when another disc in the same or neighboring spinal region (e.g. cervical, lumbosacral) was previously treated or showing clinical sign(s) prior to the effective date of this policy or during the waiting period beginning on the effective date of the policy.
- k. Costs arising out of or related to any treatment for oral health, including but not limited to dental disease, malocclusions and deciduous teeth, where clinical sign(s) (including, but not limited to, tartar, gingivitis, pulp exposure or halitosis) were observed prior to the effective date of the policy or during the waiting period beginning on the effective date of this policy.
- l. Food, including food prescribed by a veterinarian, to treat or prevent illness or injury.
- m. Any costs and payments for a pet less than six (6) weeks old.
- n. Any illness contracted outside the U.S. or Canada that the pet would not have normally contracted in the U.S. or Canada.
- o. Costs arising out of or related to:
 - i. Breeding;
 - ii. Pregnancy;
 - iii. Whelping or nursing; or
 - iv. Treatment of offspring.

We will reimburse you for the reasonable costs of medically necessary treatment of complications arising from breeding, pregnancy, whelping or nursing if the date of breeding falls after the waiting period of the effective date of this policy.

- p. Bathing your pet unless the treating veterinarian indicates that bathing was medically necessary and that only a veterinarian or a member of veterinary staff could bathe your pet.
- q. Routine and preventive care, including but not limited to:
 - i. Vaccinations (and vaccine titers and nosodes);
 - ii. Preventive medications (including those for heartworm and flea and tick prevention);
 - iii. Routine examinations; or
 - iv. Dental prophylaxis
 - v. Treatment(s) and therapies for weight-loss.
- r. The cost of boarding your pet at a veterinary facility. Hospitalization is a covered expense provided that it is medically necessary.
- s. The cost of any form of housing, including cages – rented or bought.
- t. The cost of renting or purchasing:
 - i. A swimming pool;
 - ii. A hydrotherapy pool;
 - iii. Any other pool or hydrotherapy equipment;
 - iv. Any physical therapy devices for in home use (including but not limited to hydrotherapy, laser, underwater treadmill, and/or electric stimulation); or
 - v. Beds, orthopedic beds, bedding.
- u. Any of the following methods of treatment not given by a veterinarian:
 - i. Holistic Therapy; or
 - ii. Physical Therapy.
- v. Experimental treatments or any treatments or procedures that do not meet the accepted standards of veterinary medicine.
- w. Cloned pets or cloning procedures, whether or not deemed experimental or for research.
- x. Organ transplants not deemed medically necessary or not first approved by us.
- y. Costs and payments arising out of or related to:
 - i. Obedience or training classes, including puppy classes;
 - ii. Training, correctional devices, or preventive products;
 - iii. The treatment of coprophagia or other eating disorders; or
 - iv. Training for behavioral disorders.
- z. Grooming, nail clipping, or grooming supplies.
- aa. Treatments or preventive treatments for parasites or conditions related to parasites (internal or external) unless there is no preventive medication for the parasite including but not limited to:
 - i. Heartworms;
 - ii. Fleas;
 - iii. Ticks;
 - iv. Roundworms;
 - v. Tapeworms; or
 - vi. Hookworms.
- bb. Elective or specialty procedures, including but not limited to:
 - i. Docking of tails;
 - ii. Removal of dewclaws;

- iii. Removal of eyelashes;
- iv. Cropping of ears;
- v. Spaying or neutering;
- vi. Cosmetic dentistry;
- vii. Elective gastropexy; or
- viii. Routine/preventive anal gland expression.
- ix. Time and travel expenses to a veterinarian's premises or hospital.
- cc. Costs for **illness** or **injury** arising out of or related to:
 - i. Racing;
 - ii. Coursing;
 - iii. Commercial guarding;
 - iv. Organized fighting; or
 - v. Any other occupational, professional or business uses of your pet.
- dd. Costs and payments arising out of or related to any intentional injury or abuse (including persistent neglect) of your pet, by you or a member of your household.
- ee. Any costs and payments that arise out of or related to an injury or illness for which you were advised by a veterinarian to take action and **you** failed to follow the veterinarian's recommendations.
- ff. House calls, unless treatment is required for a life-saving emergency.
- gg. The costs of having your pet put to sleep (unless recommended by the treating veterinarian), examined or tested post-mortem, cremated or otherwise disposed of. The destruction of a pet deemed dangerous is not covered.
- ii. Any costs or payments arising out of or related to:
 - i. Invasion;
 - ii. War;
 - iii. Revolt;
 - iv. Rebellion;
 - v. Revolution, military or usurped power;
 - vi. Governmental seizure;
 - vii. Quarantine; or
 - viii. Other action related to public safety or health.
- jj. The treatment, death or humane destruction arising out of or related to Avian Influenza.
- kk. Any costs or payments if other General Conditions set forth in Section VII, or conditions applicable to you and set forth in Section VIII, have not been met.
- ll. Any treatment against a veterinarian's advice and the subsequent complications as a result, including in circumstance where it is requested by you and provided by a veterinarian.
- mm. Any amount if you failed to satisfy, or comply with, the conditions set forth in the **GENERAL CONDITIONS, CARE FOR YOUR PET (VII.6)** section of this policy. Including, but not limited to condition b. if your pet has not been examined by a veterinarian within six (6) months prior to the effective date of the policy, you must arrange to have your pet examined at your own expense within thirty (30) days of the effective date of the policy. Any medical condition(s), clinical sign(s), behavioral disorder(s) or illness(es) observed or recorded during the first exam, and all costs associated therewith, are automatically excluded from coverage. Additionally, any conditions that are related to, caused by, or resulting from medical condition(s), clinical

- sign(s), behavioral disorder(s) or illness(es) observed or recorded at the first exam performed after the effective date of the policy are also excluded from coverage.
- nn. Costs and payments arising out of or related to physical therapy and/or holistic therapy to treat weight loss.
- oo. Costs and payments related to shipping, processing, and/or handling.

VI. LIMITS OF INSURANCE

- a. Regardless of the number of claims made during the policy period, the total limit of insurance for each policy period for all covered costs and payments shall not exceed the amount shown on the declarations page under maximum annual policy coverage.
- b. All coverage under this policy shall cease when your policy terminates.

VII. GENERAL CONDITIONS

1. ELIGIBILITY

This policy is issued in consideration of:

- a. The declarations page containing your policy elections and other information, a copy of which is attached hereto and made a part hereof; and
- b. Your payment of premium in the amounts and at the times as stated on the declarations page.

2. YOUR DUTIES AFTER LOSS

If your pet suffers a loss that may be covered by this policy, you must:

- a. Visit a veterinary clinic within forty-eight (48) hours after first noticing clinical sign(s) relating to an illness or injury.
- b. Complete and send to us a claim form and proof of loss describing the loss as soon as practicable but no later than one (1) year after the date of treatment. This form must list the following information:
- i. Your name;
 - ii. The description of your pet;
 - iii. Your policy number; and
 - iv. Description of claimed illness or injury.

You may also submit claims electronically through **our** online claims submission process.

- c. Provide us with copies of invoices from the treating veterinary facility showing:
- i. The treatments administered;
 - ii. The fees charged; and
 - iii. Proof of payment (i.e. receipt and/or invoice showing zero balance due).
- d. Otherwise cooperate with us in the investigation of any claim which includes providing a complete medical history for your pet. Failure to comply with these conditions may result in a claim not being covered.

3. PAYMENT OF LOSS

Once you have provided the written notice and other specified information to us, we will determine whether the loss is covered by this policy. We will compute any applicable co-pay and deductible(s). We will then make our reimbursement to you within thirty (30) days from our receipt of all required information. A statement showing the basis for our reimbursement will be available through your online account or upon request. This will include the effect of the co-pay and deductible calculations, deducted exclusion(s) and any maximum annual policy coverage, if applicable.

Reimbursement of one claim does not guarantee we will reimburse additional claims. If we reimburse you for a claim contrary to this policy's terms and conditions, that reimbursement does not waive our rights to apply the policy's terms and conditions to any reimbursement or future claim. We cannot pre-authorize or guarantee coverage of a claim by telephone. For pre-authorization of a treatment, you must complete a pre-authorization form, available by request or through **your** online account.

4. AGE OF YOUR PET

- a. If you do not know the exact date of birth of your pet, we will use the average of the estimates of your pet's age as referenced in your pet's medical records from the veterinary clinics and shelters.

If you are renewing a policy for a dog age eight (8) years or older or a cat age ten (10) years or older, you must follow your veterinarian's advice with regards to senior wellness testing.

5. CONDITION OF YOUR PET

In order to assess a claim, we require complete medical records from any veterinarian who has treated your pet.

6. CARE FOR YOUR PET

- a. In consideration of the premium charged, it is hereby agreed that, as a condition of this insurance, you must take care of your pet and arrange and pay for your pet to have the following:
 - i. An annual exam; and
 - ii. Any treatment normally suggested by a veterinarian to prevent illness or injury.
- b. If your pet has not been examined by a veterinarian within six (6) months prior to the effective date of the policy, you must arrange to have your pet examined at your own expense within thirty (30) days of the effective date of the policy. Any medical condition(s), clinical sign(s), behavioral disorder(s) or illness(es) observed or recorded during the first exam, and all costs associated therewith, are automatically excluded from coverage. Additionally, any conditions that are related to, caused by, or resulting from medical condition(s), clinical sign(s), behavioral disorder(s) or illness(es) observed or recorded at the first exam performed after the effective date of the policy are also excluded from coverage.
- c. If your pet does not receive an annual exam within each policy period following the first 12-month policy period of coverage with us, any illness, clinical sign(s) or behavioral disorder observed or recorded at the next examination will be excluded from coverage.
- d. To be afforded coverage for the diseases listed below, you must keep your pet vaccinated at your expense, as recommended by your veterinarian. We will not reimburse you for any claims that result from or are related to any illness that is listed below that a veterinarian recommended vaccine would have prevented.

Dogs:

- i. Canine distemper;
- ii. Canine adenovirus 2 (canine viral hepatitis);
- iii. Canine parainfluenza;
- iv. Canine parvovirus;
- v. Leptospirosis; or
- vi. Rabies.

Cats:

- i. Feline viral rhinotracheitis;
- ii. Feline calicivirus;

- iii. Feline panleukopenia; or
- iv. Feline leukemia virus.
- e. You must take your pet to be examined and treated by a veterinarian within forty-eight (48) hours after first noticing clinical sign(s) relating to an illness or injury.
- f. In support of your care for your pet, we may, from time to time, offer wellness materials or programs to you and your pet.

7. CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy and all policies held by you may be voided immediately in any case of fraud by you at any time as it relates to this policy. Your policies may also be voided if you at any time intentionally conceal, misrepresent or exaggerate a material fact concerning:

- a. this or any policy;
- b. your pet; or
- c. a claim under this or any policy.

8. COOPERATION, INFORMATION AND EXAMINATION

You agree that any veterinarian who has treated your pet has your permission to release any information we may ask for about your pet. You further agree that we have the right to have your pet examined by a veterinarian of our choosing at our own expense. In the event of any disagreement in the diagnosis of your pet's condition(s) or treatment(s) between your and our veterinarian, an independent veterinarian mutually agreed upon by both parties will be appointed. Written agreement signed by any two of these three will be binding subject to our mutual agreement. The costs incurred by the independent veterinarian are shared equally by both you and us.

9. TRANSFER OF YOUR RIGHTS AND DUTIES

You must be the owner of the pet. If ownership of the pet transfers to another individual, coverage may be continued without interruption, if approved in writing by us upon our receipt of proof of transfer of ownership and continued payment of premium.

10. CHANGING YOUR LEVEL OF COVERAGE

You may apply to decrease your maximum annual policy coverage or increase your deductible and/or your co-pay at any time during the policy period. This request must be made to us in writing. If we approve, the request will become effective on the first day of the month following approval. You may apply to increase the maximum annual policy coverage or decrease your deductible and/or your co-pay once a year at renewal, provided that you have not previously filed a claim with us. This request must be in writing and if we approve will become effective upon renewal following approval.

A new declarations page or a change endorsement indicating your new level of coverage will be issued on approval. Any exclusion(s) already on the policy will carry over.

VIII. OTHER TERMS AND CONDITIONS

1. LEGAL ACTIONS

No one may bring a legal action against us until there has been full compliance with all the terms of this policy. No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. You will have three (3) years from the time written proof of loss is required to be furnished to take legal action against us with respect to recovery of a claim under this policy.

2. APPEALS

In the event of any disagreement regarding the outcome of a claim, you may appeal to have your claim undergo internal review. All requests to appeal your claim must be made in writing to us within ninety (90) days of the denial of your claim by us. Any submitted appeal should state clearly why you or your veterinarian disagrees with the initial determination, along with any supporting documentation.

Internal Review Process:

Your claim will be reviewed by one of our claims specialists in collaboration with a claims manager and our veterinarian, when applicable. A written notice of the outcome of the internal review will be sent to you. If the original claims decision is upheld based on the internal review, the written notice will cite the specific reasons for the decision, citing the relevant sections of this policy.

3. OUR RIGHT TO RECOVER PAYMENT

- a. If there is other valid coverage, not with us, providing coverage for the same loss and of which we have not been given written notice prior to the condition or commencement of loss, we may assert a right of contribution. You agree to assist us in our effort to obtain contribution.
- b. This policy will only respond to claim amounts remaining after all other valid insurance has been exhausted, if collectable or not, subject to the terms and conditions of this policy. If all valid insurance is excess insurance, our share is the proportion that our applicable limit bears to the total applicable limits of all insurers. But we do not pay more than this policy's maximum annual coverage. It is your responsibility to notify us if other insurance is in effect. Failure to do so will be deemed concealment or misrepresentation and may void coverage (see also Section VII. 7.).

4. ENTIRE POLICY

This policy contains all the agreements between you and us. The terms of this policy may not be changed or waived except by an endorsement issued by us and made a part of this policy.

5. CONFORMITY TO STATE STATUTES

When this policy's provisions are in conflict with the statutes of the state in which this policy is issued, the provisions are amended to conform to such statutes.

6. CANCELLATION AND NONRENEWAL

- a. You may cancel this policy at any time by calling us toll-free at 866-467-3875 or by mailing or delivering to us advance written notice of cancellation [at info@fetchpet.com](mailto:info@fetchpet.com) or Fetch Pet Insurance at PO Box 1489, Bolingbrook, IL 60440. If you notify us within the first thirty (30) days from the effective date shown on the declarations page, and you have not submitted any claim against this policy, we will refund the entire premium.
After thirty (30) days, we will return the pro rata premium based upon the date of termination of this policy.
- b. We may cancel this policy (or any renewal of this policy) if you fail to pay the premium when due. In such a case, a written notice will be sent to you at your address shown on the declarations page, providing at least fifteen (15) days' notice of our intent to cancel. Otherwise, we may cancel this policy by providing you at least thirty (30) days' written notice.
- c. We may cancel the policy due to the following:
 - i. Your material failure to comply with policy terms and conditions.
 - ii. You fail to send us relevant information in respect to a claim; or
 - iii. You materially misrepresent or exaggerate relevant information pertaining to this policy or a claim.

- d. We may elect not to renew this policy on the expiration date (for any of the reasons stated in Section VIII.6.c above). In addition, we may elect not to renew this policy on the expiration date due to a material change in the condition, factor or loss experience material to insurability. We may do so by writing to you at your last known address shown on the declarations page, with a written notice at least sixty (60) days prior to the expiration date.
- e. We will automatically renew your policy at expiration, unless you are otherwise notified of nonrenewal. We may change the premium, maximum annual policy coverage, co-pay amounts, deductible(s) and policy terms and conditions at renewal. You will be notified of changes in writing.
- f. In the event of cancellation of this policy, we will promptly return to you the unearned portion of any premium paid. Cancellation shall be without prejudice to any claim occurring prior to the effective date of cancellation, except if any condition above in item 6. c. is present.

7. PROMOTIONAL OFFERS

Each named insured may receive from time to time certain promotional offers. These offers include but are not limited to gift cards, coupons, gift certificates, items of merchandise, and similar promotional items. But in no event will promotional items exceed a value of thirty-five dollars (\$35.00).

8. LIBERALIZATION

If we adopt any revision which would broaden the coverage under this policy within sixty (60) days prior to or during the policy period, with no adjustment of premium, the broadened coverage will immediately apply to this policy.

9. CLAIM FORMS AND PROOF OF LOSS

Failure to furnish proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, given that such proof is furnished as soon thereafter as reasonably possible. However, it could delay payment.

10. UNPAID PREMIUMS

Upon the payment of a claim under this policy, any premium that is due and unpaid or covered by any note or written order may be deducted from the claim.

11. ELECTRONIC DELIVERY

It is agreed that, unless otherwise notified by you, all documents and communications regarding this policy and any notices may be delivered to you by electronic mail using the email address associated with your policyholder account, except documents required to be delivered by another method. It is further agreed that it is your responsibility to keep your contact details, including email, telephone and postal address, current and correct.