

 **bivvy**[®]



Bivvy Pet Insurance Policy



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Insuring Agreement

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions.

The Declarations Pages show the policy period, **Coverages**, limits of liability and premiums. This policy is not complete without the Declarations Pages. This policy supersedes all prior negotiations, representations, or agreements either written or oral.

General Conditions

1. All **Treatment** must be performed by a **Veterinary Provider** that **You** may freely choose.
2. **You** must arrange for a **Veterinary Provider** to examine and treat **Your Pet** as soon as possible after it shows **Clinical Signs of Injury or Illness**.
3. **You** are financially responsible to **Your Veterinary Provider** for payment of all **Treatment**.
4. **Your Pet** must reside with **You** and be under **Your** regular care and supervision at the physical address listed on the Declaration Page as of the effective date of this policy.
5. By purchasing this policy, **You** give **Us** permission to gather all medical information for **Your Pet** from all **Your Veterinary Providers**, as **We** deem necessary.
6. **We** reserve the right to approve or disapprove coverage for any **Pet** in accordance with **Our** underwriting rules and guidelines as allowed by law. This underwriting decision may be based on information **We** get from **You** or from other legally permitted sources.
7. The standard **Orthopedic Waiting Period** for dogs is twelve (12) months from the **Original Start Date** shown on the Declaration Page for that dog.
8. Upon submission of **Your** first **Claim**, **You** agree to obtain or release all medical records upon request to support claims. Furthermore, **You** authorize **Us** to obtain all records to support the claim. Upon request, **You** will provide **Us** with proof of identity of **Your Pet** as **We** may require.

Definitions Used Throughout This Policy

In this policy, "You" and "Your" refer to the Named Insured shown in the Declarations and the spouse or domestic partner, if a resident of the residence premises. "We", "Us", and "Our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

Accident(s) | Means an unexpected or unintended event, which is specific as to place and time, causing **Injury to Your Pet**.

Acute Trauma | An accidental injury caused by a single external event and is not related to an underlying medical condition.

Allowable Charge | Means the costs of the actual **Treatment(s)** provided by a **Veterinary Provider**, subject to policy limitations and exclusions, and the **Annual Maximum** amount, except as excluded by the policy.

Alternative and Complementary Therapies | This includes, but is not limited to, acupuncture, chiropractic Treatment, hydrotherapy, and physiotherapy performed or prescribed by a **Veterinary Provider** or a veterinary staff member under direct supervision of a **Veterinary Provider**.

Ambulance | Means a specialized vehicle used for the sole purpose of transporting sick or injured **Pets**.

Annual Maximum | This is the maximum amount **We** will reimburse **You** per **Pet** in a period of insurance for covered expenses you incur during that policy period. The **Annual Maximum** does not include the **Deductible** and **Copayment** amounts **You** pay.

Bilateral Condition | This is a condition or disease that affects both sides of the body.

Bill | The invoice or other list of charges for services given to you by a **Veterinary Provider** for **Treatment of Your Pet**.

Chronic Condition | This is a detectible condition that, once developed, is deemed incurable or likely to continue for the remainder of **Your Pet's** life.

Claim | Means **Your** request for reimbursement of an amount under the terms of **Your** policy for **Treatment** by a **Veterinary Provider of Your Pet**.

Clinical Signs | Means changes in the normal healthy state, bodily function, or behavior of **Your Pet** observed by **You**, a **Veterinary Provider**, or other observer.

Copayment | This is the percentage of the covered **Allowable Charges** for which **You** are responsible per **Pet** and which is not reimbursable under this policy.

Coverage | This is the insurance described in this policy.

Deductible | This is the amount **You** pay per **Pet** for **Treatments** covered by this policy before **We** will begin to reimburse **You**. The deductible may be applied per claim or annually as described in the Policy and Declaration Page(s).

Dental Illness | An **Illness** affecting the teeth and/or gums.

Dermatological Condition | Means an **Illness** related to **Your Pet's** skin and includes ear infections and skin lumps from skin irritation or infection.

Genetic Condition | Means an **Illness** whose presence is determined by hereditary factors.

Illness | Means sickness, disease, or any change in a **Pet's** normal, healthy state, which is not caused by **Injury** to the **Pet**.

Incident Limit | The maximum amount We will pay for the same or related sickness or injury during the policy year. This includes all costs associated with the treatment of the illness or injury and any recurrences that occur. It also includes costs due to concurrent and subsequent conditions that result from the original illness or injury. All sicknesses or injuries resulting from the same event shall be considered one incident when applying the incident limit.

Injury | Means physical harm or damage to **Your Pet**, caused by an **Accident(s)**.

Lifetime Maximum | The maximum amount of claims we will pay on any one pet over the lifetime of that pet.

Medical Director | A **Veterinary Provider** who may be assigned by **Us** to monitor and review the appropriateness of the services provided to **Your Pet**, the reasonableness of the fees, and the relationship between conditions.

Medically Necessary | Means medical services, supplies or care directly and materially related to a covered **Illness** or **Injury**, in **Our** reasonable judgment.

Medication | Means any veterinary recommended **Medication** prescribed by a **Veterinary Provider** and approved by the Food and Drug Administration (FDA) of the United States or accepted for inclusion in the Homeopathic Pharmacopoeia of the United States for veterinary use. FDA-approved or Homeopathic Pharmacopoeia-included drugs available over the counter must be dispensed directly by **Your Veterinary Provider** or compounded by a pharmacist under the guidance of **Your Veterinary Provider**. Items purchased from an outside store or other pharmacy are not covered. **Medication** includes medical **Supplies** required to administer those **Medication**.

Neutering | Means Orchidectomy, or surgical removal of the testicles.

Orthopedic | An **Accident** or **Illness** affecting or manifesting from the musculoskeletal system, which is made up of the body's bones (the skeleton), muscles, cartilage, tendons, ligaments, and joints, including intervertebral spaces and osteosarcoma.

Original Start Date | The effective date when the **Pet** was first continuously covered by a policy administered by the Company, or its authorized administrator, unless otherwise stated on the Declaration Page.

Pet | A cat or dog named and described in the Declaration Page(s) and both owned by **You** and residing with **You** for companionship or as a service dog, not owned for commercial reasons.

Pet Ambulance | A **Pet** medical transportation service vehicle equipped with stretchers, hydraulic tables, oxygen, and a driver and/or veterinary technician.

Preventative Care | Any **Treatment**, service or procedure, including but not limited to, physical examinations, **Medication**, **Surgery**, inoculations, or laboratory procedures, for the purpose of prevention of **Injury** or **Illness** or for the promotion of general health, where there has been no **Injury** or **Illness**.

Pre-existing Condition(s) |

- a. **Chronic Condition** observed by **You** or **Your Veterinary Provider** prior to the **Original Start Date** or end of the **Waiting Period** for **Your Pet** and any related conditions;
- b. an **Illness** or **Injury** that first occurred or showed **Clinical Signs** prior to the **Original Start Date** or end of the **Waiting Period** for **Your Pet** and any related conditions; or

- c. **Undiagnosed** conditions with the same Clinical Signs as those in (a) or (b) above are also considered pre-existing.

Professional Services | **Professional Services** means **Diagnosis, Treatment(s), Surgery(ies)**, or prescribing **Medication** for any **Pet Illness or Injury**.

Reimbursement Percentage | The percentage of the covered **Allowable Charge** for which **We** are responsible per **Pet**. It is equal to the calculation (100% minus **Copayment**).

Spaying | Means Ovariohysterectomy, or resection of the ovaries and uterus.

Supplies | Any item that is **Medically Necessary**, as determined by the **Veterinary Provider**, that is safe and effective for its intended use, and that omission would adversely affect the insured **Pet**.

Surgery(ies) | Procedure(s) that treat diseases or injuries by operative, manual, and instrumental Treatment.

Treatment(s) | Any examination, consultation, hospitalization, anesthesia, **Surgery(ies)**, X-rays, MRI or CT scans, **Alternative and Complementary Therapies**, laboratory tests, nursing, or other care provided and administered by a **Veterinary Provider**.

Undiagnosed | Means not having been identified by a **Veterinary Provider**.

Vaccination(s) | The administration of an industry-recognized commercial vaccine by a registered licensed **Veterinary Provider**. The vaccine must be in accordance with the manufacturer's recommendations, following a complete clinical examination, for prevention of disease.

Veterinary Provider | A currently licensed Doctor of Veterinary Medicine, veterinary technician, or veterinary nurse currently licensed in the state in which **Treatment** is performed. A **Veterinary Provider** cannot be **You** or a member of **Your** immediate family.

Waiting Period | The time period where policy **Coverage** is restricted. For this policy, the time period is thirty (30) days for **Illnesses** and fourteen (14) days for **Injuries**, except for **Orthopedic** conditions for dogs, where the **Waiting Period** is twelve (12) months unless the **Orthopedic** injury is a direct result of **Acute Trauma**. The **Waiting Period** starts from the **Original Start Date**. Conditions that occur during the **Waiting Period** will be excluded from **Your** policy's **Coverage** as **Pre-existing Conditions**.

Coverage

IF SHOWN IN THE DECLARATION PAGE(S), THE FOLLOWING **COVERAGE** APPLIES SEPARATELY TO EACH **PET**.

1. Coverage

We will reimburse **You** for **Allowable Charges** in excess of the **Deductible** amount, subject to **Co-payment** requirements, for **Treatment(s)** performed for conditions that started after the **Waiting Period** and during the policy period, which result from:

- Accident(s)**, including but not limited to, an automobile **Accident**, ingestion of a foreign body, poisoning, animal bites, gastric torsion, cruciate ligament rupture, as well as **Accident(s)** resulting in dental trauma, burns, and fractures; (if shown as applicable on the Declaration Page(s)). **Orthopedic Accidents** are subject to the **Orthopedic Accident or Illness Waiting Period**;
- Illnesses**, including but not limited to, **Genetic Conditions**, cancer, and **Chronic Conditions** (if shown as applicable on the Declaration Page(s));

- c. **We** will reimburse **You** for the cost of **Treatment Your Pet** receives in the current period of insurance for an **Illness** or **Injury** that first showed **Clinical Signs** after the end of the **Waiting Period**;

Coverage is up to the **Annual Maximum** as shown on the Declaration Page(s), subject to the **Deductible** and **Co-payment** requirements, subject to policy limits and exclusions.

2. **Benefits**

We will reimburse **You** for **Medically Necessary Treatment**, including tax, for:

- a. All examinations performed by a **Veterinary Provider** in the course of treating an otherwise eligible condition. This includes, but is not limited to, any exam, check-up,
- b. consultation, physical, physical consultation, health inspection, office visit, office call, after-hour fee, referral, or recheck;
- c. **Surgery(ies)**;
- d. X-rays, ultrasounds, CT scans, and other diagnostic tests;
- e. **Professional Services** rendered by **Your Veterinary Provider**, including costs or fees for telephone consultations;
- f. Medical **Supplies** required to perform covered procedures performed in the **Veterinary Provider's** office and other medical **Supplies**, where deemed **Medically Necessary** by the **Veterinary Provider**, such as an Elizabethan collar;
- g. Laboratory tests required by **Your Veterinary Provider**;
- h. Hospitalization required in order for **Your Veterinary Provider** to deliver **Professional Services** to **Your Pet** and post procedure in-hospital care as is medically standard by **Our** best estimation;
- i. **Medications Your Veterinary Provider** prescribes as part of **Your Pet's Accident** or **Illness Treatment** that started after the **Waiting Period** and during the policy period;
- j. Endodontic **Treatment** for dental **Injuries**, such as root canals and crowns, where deemed **Medically Necessary** by **Our Medical Director**;
- k. Euthanasia where necessary for humane reasons, and associated cremation expenses. The **Pre-existing Condition** will not apply to Euthanasia;
- l. Medical waste disposal;
- m. Orthodontic **Treatment** that is **Medically Necessary** due to a covered **Illness** or **Accident**;

3. **Deductible and Co-payment**

Your Deductible is an annual amount. **We** will apply the **Deductible** to **Your Allowable Charges** and then reduce **Your Claim** reimbursement by **Your Co-payment**. Once **Your** annual **Deductible** is reached, **We** will only reduce **Your Claim** reimbursement by **Your Co-payment**.

When the **Treatment** dates of an **Illness** or **Injury** fall into two or more policy periods, **You** will be required to pay a **Deductible** for each policy period.

Exclusions

Please read the following exclusions carefully. If an exclusion applies, **We** will not provide **Coverage** under this policy and **You** will not be reimbursed for any cost of **Treatment You** have paid for. **We** do not cover:

1. **Pre-existing conditions** means:
 - a. **Illness** or the recurrence of any **Illness** or condition which first occurred or displayed any **Clinical Signs** and/or symptoms consistent with the stated **Illness** or condition prior to the **Original Start Date** or end of the **Waiting Period** for **Your Pet**;
 - b. **Injury** or recurrence of an **Injury** that occurred prior to the **Original Start Date** or end of the **Waiting Period** for **Your Pet**;
 - c. Any condition or complication resulting from an **Illness** or **Injury** that occurred prior to the **Original Start Date** or end of the **Waiting Period** for **Your Pet**.
 - d. For the purpose of **Pre-Existing Conditions** exclusions, temporary Conditions that started prior to the end of the **Waiting Period** that have not shown any **Clinical Signs** for a period of twelve (12) consecutive months shall not be considered **Pre-existing Conditions**;
 - e. if a pet has an ear infection and they have had ear infections in the past, **Pre-existing Conditions** exclusions will not apply if the previous ear infection has healed.
2. **Preventative Care** and costs associated with Preventative Care including, but not limited to wellness exams or tests, preventative **Treatment**, tests or diagnostic procedures, **Vaccinations**, flea and other parasite prevention, **Spaying** or **Neutering** grooming, and de-matting;
3. The cost of micro-chipping **Your Pet**.
4. More than one (1) anesthetic removal of an ingested foreign body in one (1) period of insurance;
5. Air **Ambulance** and non-emergency ground **Pet Ambulance** transportation;
6. The cost of mobile Veterinary travel charges;
7. The cost of disposing of **Your Pet's** remains other than cremation or aquamation;
8. The cost of boarding **Your Pet**;
9. Costs of **Treatments** arising from **Your** decision to pursue a course of **Treatment** other than that which was recommended to **You** by **Your Veterinary Provider**, unless specifically authorized by **Us** prior to **Treatment**. Examples include, but are not limited to:
 - a. Cost of **Treatments** continued after a **Veterinary Provider** has recommended a **Pet** be euthanized for humane reasons;
 - b. Ignoring a **Veterinary Provider's** recommendation to amputate a leg, resulting in extra costs associated with **Treatment** of gangrene; and
 - c. Ignoring a **Veterinary Provider's** recommendation to remove an eye, resulting in extra costs associated with chronic eye issues;
10. **Treatment** for any **Injury** or **Illness** deliberately caused by **You**, **Your** family members, anyone living with **You**, or any other persons who have care, custody, or control of **Your Pet**. However, this exclusion will not apply to deny payment to an innocent co-insured for a loss resulting from an intentional act if:
 - a. the innocent coinsured did not cooperate in or contribute to the creation of the loss or damage; and
 - b. the person who committed the act(s) that caused the loss or damage is criminally prosecuted for the act(s).Payment to the innocent co-insured may be limited in accordance with his or her ownership interested in the property ;
11. **Treatment** for **Injury** or **Illness** caused by deliberate endangerment of **Your Pet**, such as organized fighting;
12. **Treatment** for **Injury** or **Illness** caused by persistent neglect of **Your Pet**;

13. **Treatment** for any **Injury** or **Illness** resulting from commercial use activities related to racing, personal protection, law enforcement or guarding, unless specifically authorized by **Us** prior to the **Original Start Date** as shown on the Declaration Page.
14. Veterinary **Treatment** for **Dental Illness** as specified below:
 - a. If **Your Pet** has any signs or evidence of periodontal disease, periodontitis, gingivitis, resorptive lesion(s), tartar or stomatitis prior to the **Original Start Date** or during any applicable waiting periods;
 - b. Toothbrushes, toothpastes, dental foods, chews, rinses or preventive dental care, including prophylaxis, at any time or for any reason;
 - c. Open or closed deep cleaning at any time or for any reason;
 - d. Removal of deciduous teeth.
15. Cosmetic, aesthetic, or elective **Surgery** including tail docking, ear cropping, de-clawing, or any other surgical procedure not related to **Injury** or **Illness**;
16. Natural supplements, vitamins, and all foods, whether prescribed or not, shampoo, conditioner, or ear cleaner;
17. **Treatments** for any **Illness** for which a vaccine is available for **Your Pet** to prevent such **Illness** and for which **Vaccination** is both recommended by **Your Veterinary Provider** and rejected by **You**. For the purposes of this exclusion, such **Illness** shall include, but not be limited to, “core **Vaccinations**” as stated by the American Animal Hospital Association Canine Vaccine Guidelines for **Your** dog or “highly recommended **Vaccinations**” as stated by the American Association of Feline Practitioners for **Your** cat;
18. Any administration fees charged by a **Veterinary Provider** or others, including chart set-up fee or for providing information which may be required by **Us**;
19. Professional fees and services performed by a **Veterinary Provider** for his/her own **Pet**;
20. Osteosarcoma diagnosed or showing clinical signs within the **Orthopedic Waiting Period**.
21. Costs for any **Treatment** for:
 - a. Genetic/chromosome testing;
 - b. Procedures to determine the suitability or categorization of **Your Pet** for breeding or genealogical purposes, including Penn HIP and OFA evaluations;
 - c. Costs resulting from breeding, pregnancy, whelping or queening;
 - d. Costs arising from any **Treatment** for reproduction purposes; or
 - e. Costs arising from cell-replacement therapies, except where deemed **Medically Necessary by Our Medical Director**;
22. Costs for any **Treatment** arising from:
 - a. Avian or swine flu or any mutant variation;
 - b. Intentional slaughter by, or under, the order of any government or public or local authority; or
 - c. Epidemics or pandemics as declared by the U.S. Department of Agriculture;
23. Costs for any **Treatment** arising from a nuclear reaction, radiation, radioactive contamination, or the discharge of a nuclear device, whether controlled or uncontrolled, accidentally or otherwise;
24. Costs for any **Treatment** arising from a chemical, biological, bio-chemical, or electromagnetic weapon, device, agent or material whether controlled or uncontrolled, accidentally or otherwise;
25. Costs for any **Treatment** arising from 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;
26. Costs or fees for time and travel expenses to a **Veterinary Provider’s** premises or hospital;
27. **Claims** for veterinary charges, fees, or other related expenses exceeding eligible benefits or because such expenses are in excess of the fees usually charged by the provider being used;
28. Experimental **Treatment(s)**, therapies and **Medications** including any **Treatment** for a cloned animal or utilizing a cloned animal;

29. Any part of a covered cost or **Claim** exceeding the **Annual Maximum, Incident Limit or Lifetime Maximum**.
30. Any part of a covered cost or **Claim** on a pet that has met or exceeded the **Annual Maximum or Lifetime Maximum** on a previous policy unless the policy has been renewed and the **Annual Maximum** will apply again for that period of coverage.

Limits of Insurance

Regardless of the number of **Claims** made or covered **Injuries** or **Illnesses** that occur during the period of insurance, **Our** total liability for each period of insurance for all covered claims shall not exceed the amounts shown on the Declaration Page(s) under **Annual Maximum, Incident Limit or Lifetime Maximum**.

How to File a Claim

Address

Bivvy
Claims Department
5910 Mineral Point Rd.
Madison, Wisconsin 53705

Phone 855-434-3744

Email team@bivvy.com

Claim Procedure

Any **Claim You** make will be assessed fairly, reasonably, and promptly against the information **You** provide and the terms of the policy.

All **Claims** must be submitted and received by **Us** or **Our** agent within ninety (90) calendar days of the **Treatment** date or date the bill for **Treatment** was furnished to **You** in connection with such **Professional Services**. Providing notice is furnished within one (1) year after the time it was required, failure to give notice in accordance with this provision will not invalidate or reduce the claim unless **We** are prejudiced by **Your** failure to give notice and it was reasonably practicable to meet the time limit. To submit a claim, log in to your account online at bivvy.com and provide all requested information. You can also start your claim through U.S. Mail or email. A loss is payable within thirty (30) calendar days after **We** receive all necessary documentation.

- **Coverage** cannot be determined by phone or email communications without a prior complete **Claim** submission.
- **You** must provide all itemized invoices from **Your Veterinary Provider** before **We** will reimburse **You**. **You** should save original itemized invoices as **We** may require them from **You**.
- By submitting a **Claim** for consideration, **You** agree to obtain or allow the release of all Veterinary records needed to support the **Claim**.
- **You** must cooperate with **Us** in the investigation and settlement of the **Claim**.

Other Terms and Conditions

Paying Your Premiums

Your policy does not become legally binding until **You** have paid **Your** premium. The premium is payable when **You** take out a new policy and when **You** renew an existing policy. **Your** policy is an annual contract of insurance. We may offer you various options to pay the required premium which options may include payment on an annual, semi-annual, quarterly or monthly basis. The payment frequency is shown on the declaration page. **You** must pay **Your** premiums in full and on time to remain covered. Premiums may increase at renewal for changes in coverage, pet age, veterinary cost inflation, and other actuarial changes. Premiums may also change during the policy term for changes in **Your** address, **Your Pet's** details, or other policy parameters.

Other Insurance

If at any time a claim is made under this policy and there is other insurance applicable, **We** will pay **Our** share of the benefits for covered expenses subject to the following conditions:

- A. If two or more policies bear the same date, they are considered to be simultaneous, and each insurer shall contribute proportionately. If the other insurance does not have a per incident or aggregate limit, **Our** share of the loss shall be no more than 50%. The insolvency of the insurers does not affect the proportionate liability of the other insurers.
- B. If the policies are not simultaneous as to the order of policy dates, the second and subsequent policies shall participate in the loss only to the extent that the coverage is excess over the amount of all previous policies on the same interest.
- C. If **Your** pet is covered by more than one policy issued by **Us**, **We** will not pay more than the highest amount payable under any one policy.

Cancellation

You may cancel this policy at any time by emailing or writing to **Us** and stating the future date that **You** wish the cancellation to be effective. **We** may cancel this policy at any time within the first sixty (60) days of the policy period.

To cancel this policy, **We** will mail or deliver a notice of cancellation to **You** at the last known address shown in **Our** records. If **We** cancel this policy within the first sixty (60) days after the effective date for reasons other than non-payment of premium, notice of cancellation will be mailed or delivered at least thirty (30) days, or as applicable by state law, before the effective date of the cancellation.

After this policy has been in effect for sixty (60) days or more, notice of cancellation due to any reason, other than nonpayment of premium, will be mailed or delivered at least sixty (60) days, or as applicable by state law, before the effective date of cancellation.

If **We** cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed by first class mail or delivered to **You** at least ten (10) days, or as otherwise required by applicable state law, before the effective date of the cancellation.

After this policy is in effect for sixty (60) days or more, or if this is a renewal or continuation policy, **We** may only cancel for one or more of the following reasons:

- a. **You** fail to pay **Your** premium by the due date in accordance with the policy terms;

- b. Material misrepresentation;
- c. **You** have used vulgar or inappropriate language with **Our** company representatives including customer service staff and/or claims professionals after having been warned at least once of this cancellation provision;
- d. Substantial change in the risk assumed except to the extent that **We** reasonably should have foreseen the change or contemplated the risk in writing the contract; or;
- e. Substantial breach of contractual duties, conditions or warranties.

Cancellation notices for reasons a. through d., above, will include the reason(s) for cancellation.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all **Coverage** for all persons and all **Pets**. If this policy is canceled, **Coverage** will not be provided as of the effective date of the cancellation shown on the notice of cancellation.

Cancellation Refund

Upon cancellation, **You** may be entitled to a premium refund. If **You** provide **Us** written notice of cancellation within thirty (30) days of the **Original Start Date** and **You** have made no **Claim**, **We** will refund the premium **You** paid **Us** and the policy will be canceled.

If **You** have made a **Claim** for **Professional Services** provided within thirty (30) days of the effective date, the premiums paid for or allocable to the first month of **Coverage** become fully earned upon the submittal of the **Claim**, and **You** will only receive a refund for any premiums paid for periods beyond the first month.

After the first thirty (30) days of the policy period, **We** will compute any refund due on a daily pro-rata basis.

Nonrenewal

If **We** decide not to renew or continue this policy, **We** will mail notice of non-renewal to **You** at the last known address appearing in **Our** records. Notice, including the reason for non-renewal, will be mailed at least sixty (60) days, or as applicable by state law, prior to the end of the policy period.

Misrepresentation, Concealment, or Fraud

This policy is void if **You** at any time:

- a. Concealed or misrepresented any fact upon which **We** rely and that concealment or misrepresentation is material and made with the intent to deceive; or
- b. Concealed or misrepresented any fact that contributes to the loss.

Rights

In the event **We** reimburse a **Claim** contrary to the policy terms and conditions, this payment will not constitute a waiver of **Our** rights to apply the terms and conditions retrospectively as they stand to any paid **Claims** or to any future **Claims** for that or any related condition. **We** reserve **Our** right to recover from **You** any **Claim** reimbursement paid in error.

Splitting of Charges

In the event an **Allowable Charge** is for both covered and non-covered conditions, the **Allowable Charge** may be split into a covered and a non-covered **Allowable Charge** to calculate **Your Claim** reimbursement.

Allowable Charge Disputes

In the event that **Your Veterinary Provider** charges an amount for **Treatments** in excess of those typically charged in **Your** geographic area for identical **Treatments** or **Professional Services** or **Treatments** that are not **Medically Necessary**, **We** reserve the right to dispute the amount of the **Allowable Charges** to be reimbursed.

Changes to Coverage

Changes to **Coverage** and adding or removing benefit endorsements are only allowed at policy renewal. In the event **You** choose to increase **Your Pet's Coverage** after the **Original Start Date**, the **Waiting Period** and the determination of **Pre-existing Conditions** reset as of the date of the **Coverage** change. There is no reset for a decrease in **Coverage**.

Premium Discounts

The Company may, from time to time at its option, offer Premium discounts to **You** if **You** meet certain underwriting criteria. These discounts may be altered, changed, modified, revised, discontinued, or terminated at any time by the Company at its discretion, upon thirty (30) days written notice to **You**.

Promotional Offers Insurance

You may occasionally receive promotional offers, which include, but are not limited to, gift cards, coupons, gift certificates, and items of merchandise.

Pet Residence Restriction

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.

Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment **We** have made under this policy, those rights are transferred to **Us**. The insured must do nothing after loss to impair them. At **Our** request, the insured will bring legal action or transfer those rights to **Us** and help **Us** enforce them. If **We** pay an innocent co-insured for loss arising out of an act of domestic violence by another insured, the rights of the innocent co-insured to recover damages from the abuser are transferred to **Us** to the extent of **Our** payment. Following the loss, the innocent co-insured may not waive such rights to recover against the abuser.

Joint and Individual Interests

If there is more than person named on this policy, any named person may cancel or change this policy. The action shall be binding on all persons afforded **Coverage** under this policy.

Transfer

This policy may not be transferred to another person without **Our** written consent.

Period of Insurance and Territory

This policy applies only to **Injuries** and/or **Illnesses** occurring during the policy period shown on the Declaration and which occur anywhere in the world.

Electronic Delivery

By accepting the terms of this insurance as evidenced by the payment of premiums, **You** agree that this policy, any endorsements and any notices may be delivered to **You** by electronic mail via the Internet.

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 terms and conditions are amended to conform to such statutes.

Liberalization

If **We** adopt any revision that would broaden the Coverage under this policy without additional premium within forty-five (45) days prior to or during the policy period, the broadened Coverage will immediately apply to this policy.

Governing Law

This policy is deemed negotiated and entered into the state in which it was delivered, and any rights, remedies, or obligations provided for in this policy, shall be construed and enforced in accordance with that state.

Policy Endorsements & Declarations Changes

You may request a change to the terms of this policy, other than changes to coverage and endorsement limits, at any time prior to the expiration date of the policy. If the change is approved a new policy form will be issued. The new policy will be subject to the **Waiting Period** and the determination of **Pre-existing Conditions**. This rule does not apply to a policy change made due to the following conditions:

- a. A change of address resulting in a rate change: or
- b. The death of a **Pet** on a Family Plan policy.

Appeals and Complaints

Address

Bivvy
Claims Department
5910 Mineral Point Rd.
Madison, Wisconsin 53705

Phone 855-434-3744

Email team@bivvy.com

The following describes the process for filing an appeal in the event **You** are not satisfied with the outcome of **Your Claim**. All requests for an appeal must be submitted to **Us** within ninety (90) days of the date on **Your** Explanation of Benefits, or as soon as reasonably practicable, on other actions giving rise to **Your** complaint. **You** may contact **Us** using the information above.

Appeal Procedure

1. First Appeal

Upon receipt of **Your** formal appeal or complaint, **We** will contact **You** within five (5) business days to acknowledge receipt of **Your** appeal. **You** will receive a response to **Your** appeal or an appeal status communication within ten (10) business days. **We** will communicate the status of **Your** appeal in two (2) day increments until the appeal review has been completed and a determination has been sent to **You**.

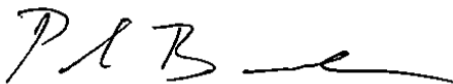
2. Second Appeal

If **You** disagree with **Our** decision in the first appeal, **You** may request an external review. This request must be made within thirty (30) days of the date of the First Appeal decision communication. An impartial **Veterinary Provider** selected by the Company or its authorized administrator, who is independent of the Company or its authorized administrator and the Insured, who is not controlled by **Us**, and who has not been a part of **Your Pet's** veterinary team previously, will conduct an external review. The Company or its authorized administrator will provide the decision to **You** within five (5) business days of receiving the independent **Veterinary Provider's** report.

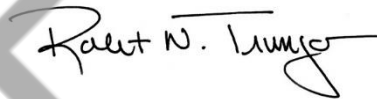
3. Complaints

If **You** disagree with the decision made at any time during the appeal process, **You** have the right to file a complaint with **Your** State Department of Insurance. Please refer to **Your** individual State Department of Insurance for details and applicable rules and laws.

In Witness Whereof, CUMIS Insurance Society, Inc. has caused this Policy to be executed and attested, but if required by state law, this Policy shall not be valid unless countersigned by Our authorized representative.



Secretary



President



Avian & Exotic Animal Endorsement

The following list of pets can be covered by Bivvy Pet Insurance unless otherwise excluded from eligibility or coverage. All other contractual provisions of the Bivvy policy are applied unless modified by this endorsement. We cover most birds and a wide range of exotic pets, including:

Amphibians	Guinea Pigs	Potbellied pigs
Chameleons	Hamsters	Rats
Chinchillas	Hedgehogs	Rabbits
Ferrets	Iguanas	Snakes
Geckos	Lizards	Sugar gliders
Gerbils	Mice	Tortoises
Goats	Opossums	Turtles

This endorsement makes the following changes to the Definitions section of the Bivvy Policy.

Pet | Pet is a cat, dog, ferret, rabbit, rodent, reptile or bird or other animal identified in the list of included pets above. The Pet as named and described in the Declaration Page(s) and both owned by You and residing with You for companionship or as a service animal, not owned for commercial reasons.

This endorsement identifies the following additional exclusions for coverage of Avian or Exotic pets in the Exclusions sections of the Bivvy Policy. All other exclusions continue to apply:

30. Some species of avian and exotic pets are not eligible for coverage. These species include but are not limited to:

- A. Venomous or poisonous species
- B. Endangered or threatened species
- C. Any species of genus that require a permit, license, or registration by state or federal law
- D. Any species of genus that is illegal to own by state or federal law
- E. Hybrids of domesticated pets with a wild/non-domesticated species
- F. Species that are kept in flocks (pigeons, chickens, etc.)

31. Adrenal gland disease and endocrine neoplasia are excluded from coverage in ferrets for the following reason:

- A. New information provided by veterinarians that specialize in the treatment of ferrets indicated that virtually 100% of these pets will develop adrenal disease if they live long enough. Approximately 50% of the ferret that develop adrenal disease also have endocrine neoplasia involving the pancreas. This Bivvy policy excludes coverage of pre-existing or known conditions and this fact is made known prior to purchase of the policy. Treatment for Adrenal Gland disease and endocrine neoplasia would be considered pre-existing conditions given the nature of this ailment in ferrets.