

PET HEALTHCARE CERTIFICATE TRIAL

Terms and Conditions

1. Insuring Agreement

In return for receiving **your** application, **we** will provide insurance for **your pet** as explained in the below terms and conditions. This agreement includes the **certificate page**, **your** application and any endorsements.

2. What is Covered

After satisfying the annual deductible indicated on the certificate **page**, **we** will reimburse **you our** coinsurance share of **covered expenses** for **your pet's injuries** and **illnesses** including but not limited to:

- a. Laboratory Tests
- b. x-rays, ultrasound, MRI and CAT Scan
- c. Surgery
- d. Hospitalization
- e. Prescription medication prescribed by a **veterinarian**
- f. Chemotherapy and radiation treatment
- g. Extractions to permanent broken teeth due to an accident
- h. Euthanasia (when advised by a veterinarian to alleviate suffering)

3. Per Incident Limits

Covered expenses for **incidents** with an **onset date** within the current **certificate term** will be reimbursed up to the per **incident** limit indicated on the **certificate page**.

The maximum amount **we** will reimburse for all combined **incidents** is the **certificate** limit shown on the **certificate page**.

4. Waiting Periods for Coverage

There is a fourteen (14) day **waiting period** per **pet** from the effective date of this coverage before **we** will cover an **illness** and a one (1) day waiting period from the effective date before **we** will cover an **accident**.

The above two **waiting periods** are waived for subsequent policies provided this **certificate** is converted to an annual **policy** with no gap in coverage.

5. Exclusions

- a. **Veterinary** exams fees
- b. **Inherited** and **congenital conditions**
- c. **Pre-existing conditions**
- d. Foreign body ingestion
- e. Treatment for cruciate ligament **injuries** and/or tears and related conditions
- f. Treatment for intervertebral disc disease (IVDD)
- g. **Treatments** or diagnosis of an **illness, injury, or service** excluded by the **certificate** as well as secondary or complications from such excluded illness, injury, or service.
- h. Intentional, neglectful, or preventable acts, caused by **you** or a member of **your** household, that result in **injury** or **illness to your pet**.
- i. Elective, cosmetic, grooming, bathing, nail clipping, preventive, and wellness procedures.
- j. Fees to diagnose or treat any **illness** or **injury** related to breeding, pregnancy, whelping, and nursing.
- k. The cost to spay or neuter **your pet** regardless of the reason
- l. **Preventative care** including but not limited to wellness examinations, flea control, worm medication, vaccinations and dental care
- m. All diets, pet food, nutritional supplements, whether prescribed or not.
- n. Alternative treatments including but not limited to holistic, acupuncture, chiropractic, herbal and homeopathic.
- o. Any diagnostics or treatment associated with anal glands.

- p. More than one **illness** or **injury** per **certificate period** arising from a repetitive and specific activity or similar activity that has previously occurred and displayed the propensity for this activity to happen again and cause **injury** or **illness** to **your pet**. (Examples include but are not limited to: foreign body ingestion, dog fights, and toxin ingestion)
- q. Diagnostics or **treatment** for internal or external parasites including but not limited to fleas, heartworms, and roundworms.
- r. Illnesses for which a vaccine is available, unless your Veterinarian has recommended that **your pet** not receive such vaccine. This includes but is not limited to; Canine and Feline Distemper, Parvovirus, Parainfluenza, Hepatitis, Leptospirosis, Calicivirus, Feline Immunodeficiency Virus, Feline Infectious Peritonitis, Bordetella, Rabies and Feline Leukemia.
- s. **Injuries** caused by **your pet** being attacked or attacking another **pet** in **your** household.
- t. Experimental, investigational treatment, organ and tissue transplants, or prosthesis.
- u. Sales tax, medical waste, veterinary administrative, shipping and postage fees.
- v. House calls, travel time, boarding and/or transportation.
- w. Treatment or diagnostics related to behavior.
- x. Any conditions related to teeth including but not limited to gingivitis, periodontal disease, root canals, caps and crowns, vital pulpotomies, deciduous teeth, diseases or abscessed teeth (except **medically necessary** extractions to permanent broken teeth due to an accident).
- y. Conditions resulting from activities related to training or participating in track or sled racing, guard security, working dog, or organized fighting.
- z. **Injury** or **illness** caused directly or indirectly by: a) enemy attack by armed forces, with or without a state of war, including actions taken in resisting the attack; b) insurrection; c) rebellion; d) revolution; e) invasion; f) civil war; g) illegal acts; h) usurped power; i) nuclear radioactive contamination; j) pandemic conditions.
- aa. Conditions Always Excluded:
 - i. Obesity if not due to an underlying medical condition
 - ii. Osteoarthritis
 - iii. Spondylosis
 - iv. Luxating patella
 - v. Diabetes

6. Deductible and Coinsurance

Deductible

Is the amount **you** pay for each **pet** for **covered expenses** before **we** will begin to reimburse **you**. **Your** deductible is shown on the **certificate page**.

Coinsurance

Is **your** portion of **covered expenses** after the deductible is met. **Your** co-insurance amount is shown on the **certificate page**.

7. General Conditions

- a. Territory: This **certificate** only applies to losses that occur and are treated within the United States, its territories and possessions, and Canada. No coverage exists for an **incident** or **treatment** that occurs outside of the above territories.
- b. Other Insurance: If a claim arises under this **certificate** and there is any other insurance providing coverage to **your pet(s)**, this **certificate** is excess insurance. This **certificate** will only respond to any claim costs once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by the other insurance, always subject to the terms and conditions of this **certificate**.
- c. **Your pet(s)** must receive an annual physical exam, as well as all prescribed vaccines as advised by **your veterinarian**. The **certificate holder** must follow and carry out the **veterinarian's** advice and show reasonable care to protect the pet from harm.
- d. Ownership: **You** are the owner of **your pet(s)**.
- e. Transferability: Coverage for **your pet(s)** will cease if ownership changed by agreement or law.
- f. Conformity to State Statutes: If any **certificate** wording conflicts with the laws of the state in which this **certificate** is issued, the wording will be changed to meet the laws of that state.
- g. This **certificate** and any notices may be delivered to you by electronic mail via the internet at the company's option.

8. Cancellation

- a. **You** may cancel this **certificate** at any time by mailing or delivering to **us** advance written notice of cancellation.
- b. **We** may cancel this **certificate** by mailing or delivering to **you** written notice of cancellation at least thirty (30) days before the effective date of cancellation if **we** cancel for any reason.
- c. **We** will mail or deliver **our** notice to **your** last mailing address known to **us**.
- d. Notice of cancellation will state the effective date of cancellation. The **certificate** will end on that date.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.
- f. Misrepresentation and Fraud: This **certificate** may be voided:
 - i. **If you** have concealed or misrepresented any material fact or circumstance concerning this insurance or the **pet(s)** covered.
 - ii. In case of fraud or attempted fraud by **you** concerning any matter relating to this insurance or the **pet(s)** covered.

9. Claims Conditions

- a. In the event **you** incur a loss **you** must do the following things:
 - i. Notify **us** by filing a completed claim form with **us** as soon as practicable; but not later than one hundred eighty (180) days after the first date of **treatment**. Claims filed after 180 days will be denied.
 - ii. Provide to **us** invoices from **your** treating **veterinarian** listing the services performed, products provided and the itemized charges for **treatment**, including packages and/or discounts.
 - iii. Provide to **us** the name, address and signature of the treating **veterinarian** on the claim form.
 - iv. Provide to **us** a payment receipt when submitting a handwritten invoice. If payment receipt is not provided the invoice will be verified with **your veterinarian** prior to claim processing.
- a. **We** have the right to ask for information from any **veterinarian** that has ever seen **your pet(s)** in order to assess its health.
- b. **We**, at our expense, have the right to have any covered **pet(s)** examined by a **veterinarian** of **our** choice as often as reasonably necessary while a claim is pending.
- c. If **you** disagree with the decision made by **us you** have the right to an appeal. Any claim submitted for reconsideration must be submitted within sixty days (60) of the decision and must be in writing on a Claims Redetermination Request Form. If the appeal is regarding a disagreement over medical facts, rather than policy coverage or terms, we may at our own discretion consult with an impartial **veterinarian** selected by us, who is independent and not controlled by us, to conduct a review. Any such redetermination by the **veterinarian** will be binding on us.
- d. Claims under investigation are pended as ineligible for payment until the investigation is complete.
- e. If **we** pay a claim contrary to this **certificate'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, including reducing any excess payment amounts from future claims.
- f. Fraudulent Claims: If **you** or anyone acting on **your** behalf submits a fraudulent claim, all pending and future benefits under the **certificate** will be lost with respect to **your certificate**.
- g. Action Against **Us**: No action can be taken against **us** unless **you** have complied with all of the terms and conditions of this **certificate** and ninety one (91) days after proof of loss is filed and the amount of loss is determined as provided in this **certificate**. **You** will have thirty six (36) months from the date of loss to initiate action for resolution through arbitration.
- h. It is hereby mutually agreed that any dispute or difference of agreement arising between the company and the **certificate holder** with respect to this agreement shall be submitted to arbitration under rules of the American Arbitration Association (AAA). The place of Arbitration will be Raleigh, North Carolina unless the laws of the state of the insured dictate otherwise.
 - i. Cooperation Clause: **You** must cooperate with **us** in the investigation or settlement of any claim.
 - j. Any **illness** or **injury** where a final diagnosis has not been made will be pended as ineligible until **we** receive written documentation from **your veterinarian** with the definitive diagnosis.

10. Definitions

Below are definitions of bold print words used in the **policy**.

- a. **Accident** is a sudden, unpreventable event that causes physical injury to **your pet(s)**.

- b. **Bilateral Condition** is a condition or disease that affects both sides of the body (example: cruciate ligament, eyes, ears, limbs, and lameness).
- c. **Certificate** means the terms and conditions and most recent **certificate page** which include any forms and endorsements that apply.
- d. **Certificate Page** is the page sent to **you** with specific information about the **certificate**.
- e. **Certificate Period** means the time period specified on the **certificate page** beginning on the effective date and ending on the expiration date. All dates are as of 12:01 AM in the time zone of the **certificate holder**.
- f. **Congenital Condition** means an **illness**, disease or condition that was present at or dated from the birth of **your pet**.
- g. **Covered Expenses** means the **reasonable and customary** charges for **medically necessary** treatments provided by **your veterinarian** during the **certificate period** that are eligible for reimbursement under this **certificate**.
- h. **Illness** means physical disease, sickness, infection, condition or failure which is not caused by **injury**.
- i. **Incident** means a specifically identifiable **illness**, or **injury**. Recurring, related and/or chronic conditions shall be deemed one **incident**. Some **incidents** are subject to caps.
- j. **Inherited** means an **illness** whose presence is determined by genetic factors.
- k. **Injury** means physical damage caused by an **accident**.
- l. **Medically Necessary** means medical services, supplies or care provided to treat covered **pets** which are:
 - i. consistent with symptoms or diagnosis
 - ii. accepted as good veterinary practice standards
 - iii. not for the ease or the request of the **pet** owner, **veterinarian** or other providers
 - iv. consistent with proper supply or level of services which can be safely provided to the **pet(s)**
- m. **Medical Waste Fees** mean the charges associated with the disposal of medical waste.
- n. **Onset** means the beginning or first appearance of the signs or symptoms of an **illness**, or **injury**.
- o. **Pet(s)** refers to the animal listed on the **certificate page**.
- p. **Pre-existing Condition** means any **illness** or **injury** which occurred, reoccurred, existed, or showed symptoms whether or not diagnosed by a **veterinarian**, prior to the original effective date of the **certificate** or during the **waiting period**.
- q. **Prescription medications** mean any medicine that is dispensed only with a written prescription from a **veterinarian**.
- r. **Preventive Care** means **treatment** intended for the prevention of an **illness**.
- s. **Reasonable and Customary Charges** means typical fees or the cost that **veterinarians** charge in **your** geographic area based on available veterinary fee information and proprietary data.
- t. **Treatment** means any test, x-rays, medication, surgery, hospitalization, nursing and care provided or prescribed by a **veterinarian**.
- u. **Veterinarian** means a licensed physician for animals and a provider of veterinary medicine. **Veterinarian** shall not include **you** or a member of **your** immediate family.
- v. **Waiting Period** means a period of time specified in the **certificate** that must pass before some or all of coverage begins. The waiting period begins as of the coverage effective date of the **certificate**.
- w. **We/Us/Our** (also **Insurer**) means the company providing the insurance.
- x. **You/Your** (also **Certificate holder**) means the person named in the **certificate page**.

Send Correspondence to:

PetPartners, Inc.
PO Box 37940
Raleigh, NC 27627-7940

The Company has caused this **policy** to be executed, attested and countersigned by an authorized representative of the Company.