

CompanionSelect™ Terms and Conditions

1. Insuring Agreement

In return for receiving **your** payment of premium when due, **we** will provide insurance for **your pet(s)** as explained in the below **policy** terms and conditions. This agreement also includes the **declarations page**, **your** application and any endorsements.

2. What is Covered

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

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

3. Per Incident Limits

The per **incident** limit is the maximum **we** will reimburse **you** for a **covered expense** over the life of **your pet(s)** for each **incident** with an **onset date** within the **coverage period**, as long as **you** maintain an active **policy**, with no gap in coverage, annually renewed and continuously in-force. Per **incident** limits do not reset at policy renewal for such prior period **incidents**.

4. Waiting Periods for Coverage

There is a three (3) day **waiting period** per **pet(s)** from the first day of the of **coverage period** before **we** will cover an **accident**.

Waiting periods are waived for subsequent renewals provided **you** maintain an active **policy**, with no gap in coverage, annually renewed and continuously in-force.

5. Exclusions

- a. **Illness** regardless of cause.
- b. **Veterinary** exams, unless **you** purchase **our** ExamCare endorsement.
- c. **Inherited** and **congenital conditions**.
- d. **Pre-existing conditions**.
- e. **Treatment** for cruciate ligament related conditions. This includes any associated meniscal **injury** or another condition secondary to cruciate ligament **injury**, tear or rupture.
- f. **Treatments** or diagnosis of an **injury**, or service excluded by the **policy** as well as secondary complications from such excluded **injury**, or service.
- g. Intentional, neglectful, or preventable acts, caused by **you** or a member of **your** household, that result in **injury** to **your pet(s)**.
- h. Elective, cosmetic, grooming, bathing and nail clipping, necropsy.
- i. Fees to diagnose or treat any **injury** related to breeding, pregnancy, whelping, and nursing.
- j. The cost to spay or neuter **your pet(s)** regardless of the reason.
- k. **Preventive care** including but not limited to wellness exams, flea control, worm medication, vaccinations and dental care.
- l. All diets, **pet(s)** food, vitamins and nutritional supplements, whether prescribed or not.

- m. Alternative **treatments** including but not limited to holistic, acupuncture, chiropractic, herbal and homeopathic. (Laser therapy, hydro-therapy and physical therapy are not considered alternative **treatments** and therefore **covered expenses**).
- n. Any diagnostics or **treatment** associated with anal glands.
- o. More than one **injury** per **coverage 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 to your pet(s)**. (Examples include but are not limited to: foreign body ingestion, dog fights, and toxin ingestion)
- p. Diagnostics or **treatment** for internal or external parasites including but not limited to fleas, heartworms, and roundworms.
- q. **Injuries** caused by **your pet(s)** being attacked or attacking another **pet(s)** in **your** household.
- r. Experimental, investigational **treatment**, organ and tissue transplants, or prosthesis.
- s. Sales tax, medical waste, veterinary administrative, shipping and postage fees.
- t. House calls, travel time, boarding and/or transportation.
- u. **Treatment** or diagnostics related to behavior.
- v. Any conditions related to teeth including but not limited to gingivitis, periodontal disease, root canals, caps and crowns, vital pulpotomies, deciduous teeth, diseased or abscessed teeth (except **medically necessary** extractions for permanent broken teeth due to an **accident**).
- w. Conditions resulting from activities related to training or participating in track or sled racing, guard security, working, or organized fighting.
- x. **Injury** 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.
- y. The cost of **treatment** or diagnostics for **bilateral conditions** presenting on one side of the body, if that condition was a **pre-existing condition** on the other side of the body.
- z. Luxating Patella

6. Deductible and Coinsurance

Deductible

The annual amount **you** pay for **covered expenses** for each **pet(s)** during the **coverage period** before **we** reimburse **you** our share of **coinsurance**. **Your deductible** is shown on the **declarations page**.

Coinsurance

Your portion of **covered expenses** after the **deductible** is met. **Your coinsurance** amount is shown on the **declarations page**.

7. General Conditions

- a. This **policy** 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. If a claim arises under this **policy** and there is any other insurance providing coverage to **your pet(s)**, this **policy** is excess insurance. This **policy** will only apply 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 **policy**.
- c. **Your pet(s)** must receive an annual physical exam, as well as all prescribed vaccines as advised by **your veterinarian**. **You** must follow and carry out the **veterinarian's** advice and show reasonable care to protect the **pet(s)** from harm.
- d. **You** are the owner of **your pet(s)**.
- e. Coverage for **your pet(s)** will cease if ownership is changed by agreement or law.
- f. If any **policy** wording conflicts with the laws of the state in which this **policy** is issued, the wording will be changed to meet the laws of that state.
- g. Any premium that is due and unpaid may be deducted from a subsequent claim payment.
- h. Continuing coverage for a covered **incident** from a preceding **policy** is subject to the terms and conditions of this **policy**. Except that per **incident** limits for any **covered expense** under a previous **policy** are never reset at renewal or **policy** replacement. In the case of continuous coverage where the **incident** limit is lower than the previous term, the lower per **incident** limit will apply.

- i. By accepting the terms of this insurance as evidenced by the payment of premiums, it is agreed that this **policy**, and endorsements and any notices may be delivered to **you** by electronic mail via the internet at our option.
- j. If **you** wish to make changes to **your** coverage, please contact **us**. Any change is subject to underwriting and **our** approval. Certain changes may result in a new enrollment, which would terminate **your** existing **policy**.

8. Cancellation and Nonrenewal

- a. **You** may cancel this **policy** at any time by mailing or delivering to **us** advance written notice of cancellation or **your** intent to not renew.
- b. **We** may cancel this **policy** by mailing or delivering to **you** written notice of cancellation at least:
 - i. Ten (10) days or as applicable by state law before the date of cancellation if **we** cancel for nonpayment of premium.
 - ii. Thirty (30) days or as applicable by state law before the date of cancellation if **we** cancel for any other reason.
- c. If **you** fail to make a monthly premium payment before the cancellation date **we** will cancel **your policy** back to the date to which **your** premiums were pre-paid.
- d. **We** will mail or deliver **our** notice of cancellation to **your** last mailing address known to **us**.
- e. Notice of cancellation will state the effective date of cancellation. Insurance coverage under this **policy** will end on that date.
- f. **We** may elect to non-renew this **policy** on the expiration date shown on the **declarations page**. **We** may do so by mailing to **you** written notice at least forty five (45) days or as applicable by state law prior to the expiration date of **your policy**.
- g. If notice is mailed, proof of mailing will be sufficient proof of notice.
- h. If either **you** or **we** cancel the **policy**, **we** will refund **you** any unearned premium.
- i. **We** will automatically renew **your policy** at expiration, unless **you** are otherwise notified of a nonrenewal.
- j. **We** may change the premium, **coinsurance** amounts, **annual deductibles** and **policy** terms and conditions at renewal. **You** will be notified of all changes in writing at least 45 days before the renewal date.
- k. This **policy** 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 the case of fraud or attempted fraud by **you** concerning any matter relating to this insurance or the **pet(s)** covered.
- l. The first time **you** enroll **your pet(s)** in one of our **policies**, **you** have thirty (30) days from the effective date to cancel and receive **your** paid premium back in full, as long as **you** have not filed a claim.

9. Claims Conditions

- a. In the event **you** incur a loss **you** must notify us by providing the following:
 - i. 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. Invoices from **your** treating **veterinarian** listing the services performed, products provided and the itemized charges for **treatment**, including packages and/or discounts.
 - iii. The name, address and signature of the treating **veterinarian** on the claim form.
 - iv. 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.
- b. **We** have the right to ask for information from any **veterinarian** that has ever seen **your pet(s)** in order to assess its health.
- c. **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.
- d. 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 impartial **veterinarian** will be binding on **us**.
- e. Claims under investigation are pended as ineligible for payment until the investigation is complete.

- f. If **we** pay a claim contrary to this **policy's** terms and conditions, that payment does not waive **our** rights to apply those terms and conditions to any paid or any future claim. **We** also have the right to stop payment or recover from **you** any claim amount incorrectly paid.
- g. If **you** or anyone acting on **your** behalf submits a fraudulent claim, all pending and future benefits under the **policy** will be lost with respect to **your policy**.
- h. No action can be taken against **us** unless, **you** have complied with all of the terms and conditions of this **policy**, and ninety one (91) days after proof of loss is filed and the amount of loss is determined as provided in this **policy**. **You** will have thirty six (36) months from the date the claim is denied to take legal action against **us** with respect to recovery of a claim under this **policy**.
- i. It is hereby mutually agreed that any dispute or difference of agreement arising between the company and the **policyholder** 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.
- j. **You** must cooperate with **us** in the investigation or settlement of any claim.
- k. 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

Defined terms are in bold print throughout the policy for ease of reading.

- 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, and lameness).
- c. **Congenital Condition** means an **illness**, disease or condition that was present at or dated from the birth of **your pet(s)**.
- d. **Coverage Period** means the time period specified on the **declarations 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 **policyholder**.
- e. **Covered Expenses** means the **reasonable and customary** charges for **medically necessary treatments** provided by **your veterinarian** during the **policy period** that are eligible for reimbursement under this **policy**.
- f. **Declarations Page** is the page sent to **you** with specific information about the **policy**.
- g. **Illness** means physical disease, sickness, infection, condition or failure which is not caused by **injury**.
- h. **Incident** means a specifically identifiable **injury**. Recurring, related and/or chronic conditions shall be deemed one **incident**. Some **incidents** are subject to caps.
- i. **Inherited** means an **illness** whose presence is determined by genetic factors.
- j. **Injury** means physical damage caused by an **accident**.
- k. **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(s)** owner, **veterinarian** or other providers
 - iv. consistent with proper supply or level of services which can be safely provided to the **pet(s)**
- l. **Medical Waste Fees** mean the charges associated with the disposal of medical waste, surgical or chemotherapeutical waste.
- m. **Onset** means the beginning or first appearance of the signs or symptoms of an **injury**.
- n. **Pet(s)** refers to the animal(s) listed on the **declarations page**.
- o. **Policy** means the terms and conditions and most recent **declarations page** which includes any forms and endorsements that apply.
- p. **Pre-existing Condition** means any **injury** which occurred, reoccurred, existed, or showed symptoms whether or not diagnosed by a **veterinarian**, prior to the original effective date of the **policy** or during the **waiting period**.
- q. **Prescription medication** means 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 **policy** that must pass before some or all of coverage begins. The **waiting period** applies to the first year **policy** and any coverage increases, but does not apply to **your** annual renewal, provided **you** maintain continuous coverage with **us**. The **waiting period** begins as of the effective date of the **coverage period**.
- w. **We/Us/Our** (also **Insurer**) means the company providing the insurance.
- x. **You/Your** (also **Policyholder**) means the person named in the **declarations page**.

Send Correspondence to:

PetPartners, Inc.
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Raleigh, NC 27627-7940