



# PETS ACCIDENT & ILLNESS POLICY



## INSURING AGREEMENT

In consideration for premiums paid, your compliance with all of your duties in the event of insured loss and all other terms and conditions set forth in this policy, we will pay up to the applicable limit (less any corresponding deductible) for veterinary services resulting from accident, injury or illness to your pet that first occur and are treated by a veterinarian during the policy period and as covered in the policy. This policy contains very strict claims reporting requirements which must be followed as conditions precedent to coverage. You are authorized to make request changes in the terms of this policy. Changes can be made only with our expressed prior written consent and by amending the declarations or by issuing an endorsement which is made part of this policy. Changes, amendments and waivers to this policy will take effect on the date we specify in the policy declarations and schedules or endorsement, and will not relate back to the policy inception. If the policyholder changes from one plan to another with higher benefits, the maximum benefits will be limited to those which applied before the change in plan for any conditions manifested, whether treated or not. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages in judgments or settlements resulting from the offense or incident equals our indemnification limit of liability.

Throughout the Policy and any Endorsements, the words “you,” “your,” “Insured,” and “Named Insured” refer to the Insured. The words “we,” “us,” “our,” and the “Company” refer to the Insurer. Other capitalized terms have specific meaning throughout the Policy as defined in the Definitions Section below.

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Deductibles and Co-Payments	<ol style="list-style-type: none"> <li>1. All claims are subject to any and all deductibles and co-payments.</li> <li>2. Deductible refers to the amount of a covered loss for each incident for which you have become liable before benefits apply. Per incident deductibles will be applied and deducted from covered claims before benefits apply. After application of the deductible, we will settle any claim or dispute, up to eighty percent (80%) of the remaining amount of the usual and customary veterinary charge for each covered incident, not to exceed the per incident policy limit for all accident and illness coverage. The Pet Owner will be responsible for paying the twenty percent (20%) co-payment portion of the remaining balances of the claim.</li> <li>3. Co-payment is the stated percentage of each covered claim for which you are responsible for paying in addition to any per incident deductible. The co-payment share of each covered claim under this policy will be a minimum of twenty percent (20%).</li> </ol>
Waiting Periods that Apply	The Illness and Wellness liability benefits are subject to a fourteen (14) day waiting period, following the effective date of the policy before coverage becomes effective. There is a three (3) day waiting period for accidental injury only claims. These waiting periods are waived for continuous, uninterrupted policy renewals, including, at Companies discretion, uninterrupted policy renewals from other pet insurance providers.
Policy Term	<p>The term of this policy shall be for a period of three-hundred sixty-five (365) days and shall remain in effect as long as the premium is paid and you comply with all other terms and conditions of the policy.</p> <ol style="list-style-type: none"> <li>1. Coverage begins at 12:01 a.m. on the third day following the date the company or its designated representative receives and accepts the completed enrollment application and the required premium subject to the applicable waiting period.</li> <li>2. Coverage will be continuous until cancelled by you or us. Additional information regarding cancellation is listed in Policy Termination Provisions.</li> </ol>
Premium Payments	You are responsible for the payment of all premiums. We must receive the first payment to place coverage into effect. Thereafter, premium payments will be due monthly unless we agree to accept quarterly, semi-annually or annually. All premium payments will be made by electronic debit to your credit card or bank account, unless you have made other approved payment arrangements with the company, which must be specifically set forth on the declarations page. Payments by check will only be accepted when at least ninety (90) days of premium has been paid up-front. This policy will be cancelled if the premium payment is not received within ten (10) days of the due date. Additional information regarding premium payments is listed in the policy declarations.
Electronic Delivery	Electronic delivery of policy and endorsements: by accepting the terms of this insurance as evidenced by the payment of premiums hereunder, it is agreed that this policy and any endorsements may be delivered to you by electronic mail via the internet, at the company's option. If you choose not to accept electronic delivery of this policy, you must immediately notify the company and arrange for the policy to be mailed or otherwise delivered.
Continuity of Policy Limits	Should you change state of residence, or should the company change insurers, so that the company underwriting this policy must change then the previously applied claim payments and per incident and per pet lifetime limits will remain with the pet and not the policy, and therefore will not reset.
Policy Renewal	We will renew this policy automatically on the three-hundred sixty-sixth (366th) day following the effective date, unless you receive a written notice of non-renewal from us, or we receive written notification from you of your intent to non-renew this Policy. Coverage shall renew upon the same terms and conditions set forth in this Policy unless the company provides you written notification of policy changes, in accordance with the renewal provisions set forth below.

<p>Renewal Premiums or Coverage Changes - Prior Notice Required</p>	<p>If we elect to renew this policy and the premium will increase by more than 30%, the deductible will materially change or we will materially reduce limits or coverage, we will mail written notice to you at the last known address at least 30 days prior to the expiration date of the Policy. If notice is not mailed at least 30 days before the expiration date of the Policy, the Policy will remain in effect for an additional 30 days or until the effective date of any replacement coverage procured, whichever is less, on the same terms and conditions as the expiring policy. If the renewal is accepted, the new premium and renewal changes will be effective on and after the first day of the renewal term. If the Policy is not renewed, any earned premium for the resulting extended period of coverage will be calculated pro rata at the rates applicable to the expiring policy.</p>
<p>Fixed Premium Option - Special Conditions</p>	<ol style="list-style-type: none"> <li>1. <u>Fixed Premium Coverage</u>: at our option, we may offer fixed premium coverage to new and existing insured. This optional coverage will enable the insured to fix the monthly premium for their Pets First or Pets Basic plans for each Pet identified in the Declarations. An additional monthly premium will be charged for each pet under this Fixed Premium option. The monthly premium will be established and fixed based upon the current age of the Pet(s) at the time this provision is made effective and will not be subject to change until a dog reaches eight (8) years of age or a cat reaches twelve (12) years of age, except in certain circumstances set forth below, and provided that: (1) all premium payments are made in a timely manner; (2) continuous, uninterrupted policy coverage is maintained for the Pet(s) during the time this option is in effect; (3) no changes are made to the type of plan(s) selected; and (4) you comply with all material terms and conditions set forth in this Policy and its endorsements.</li> <li>2. <u>Expiration Date and Recalculation of Premiums</u>: the fixed premium option will lock the base premium rate for your dog(s) or cat(s) at the current age of your pet at the time the option is purchased and shall remain in place through the policy period in which a dog reaches its eighth (8th) birthday or a cat reaches its twelfth (12th) birthday. Policy premiums for pets subsequent to the expiration of the fixed premium option will be calculated based upon prevailing rates, rate factors (including age of the pet), and any rate modifications in effect as of the next policy renewal date following a dog's eighth (8th) birthday or a cat's twelfth (12th) birthday.</li> <li>3. <u>Illness Plan Coverage Upgrades</u>: subsequent to purchasing this optional coverage, if the Pet's First or Basic illness coverage is increased or upgraded to another illness plan that affords greater coverage for the Pet(s), the fixed premium option will automatically transfer to the upgraded illness plan. The premium for the subject pet(s) under the upgraded illness plan will be calculated based upon prevailing plan rates, rate modifications, and rate factors for the upgraded illness plan, except that the original age rating factor that was applied on the date this coverage became effective will remain in effect at the time an upgrade is made.</li> <li>4. <u>Illness Plan Coverage Downgrades</u>: subsequent to purchasing this optional coverage, if the illness plan is downgraded to a plan that provides less coverage for the Pet(s), this endorsement will not transfer to the downgraded plan. The premium for the subject Pet(s) under the downgraded plan will be calculated based upon prevailing plan rates, rate modifications and rate factors for the downgraded plan at the time of the downgrade. At the time of the plan downgrade, if the company is still offering the fixed premium option, you may still have the option of purchasing a new fixed premium option based upon the current age of the Pet and subject to the prevailing terms and conditions of the fixed premium optional coverage.</li> <li>5. <u>Illness Plan Cancellations</u>: if the illness plan is cancelled for any reason, this optional coverage will automatically be cancelled as well. In the event your plan is reinstated or upon your re-enrollment in another plan, and provided the company is still offering fixed premium endorsements at the time of reinstatement or re-enrollment, you may purchase a new fixed premium option, which will recalculate and fix the monthly plan premium for the Pet based upon prevailing plan rates, and any rate modifications and applicable rate factors.</li> </ol>

	<p>6. <u>Scope of optional coverage; Not Applicable to Other Promotional Rates and Discounts:</u> this option will only apply to the base premium rate for the Pet(s) under the Pets Best illness plan as set forth herein, and does not apply to any other current or future discounts or promotional rates the company may offer from time to time, policy endorsements, or other fees the company may charge in accordance with the terms of this Policy.</p> <p>7. <u>Newly added pets:</u> the Fixed Premium rate(s) under this optional coverage will not apply to the addition of new pets to the policy. Newly added pets will be subject to the rates and applicable rating factors in existence at the time a new pet is added to a plan. If, at the time a new pet is added to your policy, the company is still offering the Fixed Premium option, you may purchase the fixed premium optional coverage for any newly added pet(s) based upon the prevailing rates and terms and conditions then in effect.</p> <p>8. <u>No Guaranteed Renewal of Coverage:</u> the purchase of this optional coverage does not guarantee that base coverage for the Pet will be renewed under your Pets Best policy at each policy renewal. The Pet remains subject to company underwriting guidelines and criteria.</p> <p>9. <u>Rate Revisions:</u> if we file any plan rate revisions that would result in a premium lower than the Fixed Premium under this option, then the lower premium that results from the revision will be made available upon the next policy renewal.</p> <p>10. <u>Not Applicable to Accident only or BestWellness plans:</u> this option is not available for use in conjunction with the BestWellness or Accident only plans.</p> <p>11. <u>Discontinuation of Fixed Premium Program:</u> the company may, at any time in its discretion, discontinue offering the Fixed Premium option to new insured. The company, however, will continue to honor and provide the Fixed Premium optional coverage for any existing insured who has purchased the option prior to termination of the program, subject to the terms and conditions of this policy.</p>
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## Description of Illness Plan Coverages

<p>This policy shall provide Illness and Accidental Injury coverage, as described in the Insuring Agreement, for the Pet as set forth herein. We will pay up to 80% of the usual and customary veterinary expenses for each covered accidental injury or illness up to the applicable limit of liability per incident for claims resulting from covered veterinary services for the pet that first occur and are treated by a licensed veterinarian during the policy period. All deductibles and co-payments, and other terms and conditions of the policy will apply.</p> <p>Claims for Veterinary Services incurred or rendered subsequent to the termination of this policy are not covered, even if the claim is for a medical condition that commenced prior to the termination of the policy.</p>	<b>Pets Basic Plan</b>	<b>Pets First Plan</b>	<b>Pets Premier Plan</b>
Per Pet Lifetime Benefit (Payable only if policy is continuously renewed and maintained in force during all eligible services)	\$42,500	\$100,000	\$100,000
Maximum per Incident per Pet Limit (Payable only if policy is continuously renewed and maintained in force during all eligible services. Chronic conditions are considered to be a single incident)	\$2,500	\$7,000	\$14,000
Per Incident Deductible per Pet	\$100	\$75	\$300

## Coverage Limitations Applicable to Pets Basic, Pets First and Pets Premier Plans

The conditions set forth in this section are not subject to deductibles and co-payments, but instead are subject to specific defined coverage sub limits.		<b>Pets Basic Plan</b> (per pet lifetime benefit)	<b>Pets First Plan</b> (per pet lifetime benefit)	<b>Pets Premier Plan</b> (per pet lifetime benefit)
Behavioral Conditions	Diagnosed by veterinarian, other than obedience or training issues.	\$40	\$100	\$200
Hereditary Conditions	Excludes congenital conditions, which are subject to pre-existing limitations	\$100	\$200	\$300
Pregnancy Related Conditions, Including Complications Caused By or Resulting From Pregnancy	Certain breeds are excluded (1)	\$100	\$200	\$300
Mortality Expenses for Humane Reasons Only	Maximum benefit for all combined services (2)	\$50	\$100	\$200
Cruciate Ligament Rupture	Subject to policy sub limit during first annual policy term (12 months). Thereafter, regular applicable policy claim benefits apply.	\$50	\$100	\$200

- (1) Breeding and reproduction expenses, such as artificial insemination, are not covered under this policy.
- (2) Limited to euthanasia, cremation or burial in association with euthanasia for humane reasons only.

## Optional BestWellness Plan

This coverage shall provide limited benefits as listed or the actual costs incurred, whichever is less, for the following BestWellness care for the Pet. Deductibles and co-payments do not apply to BestWellness benefits.

One-half (50%) of the annual BestWellness benefits require coverage to be in force for a continuous six (6) month period before they can be used. After 6 consecutive months as a policyholder, the full 100% of BestWellness benefit is available for use. After coverage is in force for a continuous twelve (12) months, the BestWellness benefits will reset with any unused portion expiring and a new annual benefit becoming available for use

If BestWellness benefits are cancelled or not renewed for any Pet(s) during any policy period or subsequent policy renewal, then a twelve (12) month waiting period will be applied before Wellness coverage can again be purchased for said Pet(s).

Cancellation of the BestWellness plan may, at the company's discretion, result in the non-renewal of the Pets Basic and Pets First plans at the policy renewal date.

BestWellness benefits are not subject to deductibles or co-payments.

	Optional Canine BestWellness Plan	Optional Feline BestWellness Plan
Annual benefits available if policy is kept in force for 12 consecutive months	\$440.00	\$505.00
Wellness Exam	\$35	\$35

<b>Vaccines/Inoculations</b>		
	<b>Optional Canine BestWellness Plan</b>	<b>Optional Feline BestWellness Plan</b>
Rabies	\$15	\$15
DHLP	\$15	N/A
Parvo/Corona	\$10	N/A
Bordetella	\$10	N/A
Lyme	\$15	N/A
Giardia	\$15	N/A
FVRCP	N/A	\$25
Leukemia	N/A	\$25
FIP (Feline Infectious Peritonitis)	N/A	\$20
Spay/Neuter (1)	\$100	\$100
Teeth Cleaning	\$100	\$100
Blood Panel	\$60	\$60
Heartworm Test	\$25	\$25
Fecal Test	\$15	\$15
Urinalysis Test	\$25	\$25
FeLV Test (Leukemia)	N/A	\$60

(1) If the Pet(s) is already spayed or neutered and this feature is not a benefit which can be used, the BestWellness premium will be discounted by \$3 per month (\$36 annually).

## **Accidental Injury Only Coverage Plan**

We will pay up to eighty percent (80%) of the usual and customary veterinary charges for each covered accident claim up to the applicable Limit of Liability for claims resulting from covered Veterinary expenses for the Pet that first occur and are treated by a veterinarian during the policy period. All per incident deductibles will be applied and deducted from covered claims before liability coverage benefits are calculated and applied. The co-payment for each covered claim will be twenty percent (20%) after deductible. A three (3) day waiting period is applied after the effective date of the policy before Accident Only coverage begins.

Claims for Veterinary Services incurred or rendered subsequent to the termination of this policy are not covered, even if the claim is for a medical condition that commenced prior to the termination of this policy.

Maximum per Incident per Pet Liability Limit (Payable only if policy is continuously renewed and maintained in force during all eligible services)	\$2,500
Lifetime Policy per Pet Liability Limit (Payable only if policy is continuously renewed and maintained in force during all eligible services)	\$17,000
Per incident deductible per pet	(Refer to policy Declarations)

<b>Covered Accidental Injuries</b>	<b>Maximum Limit per Incident per Pet</b>
Diaphragmatic Hernia (trauma induced)	\$2,500
Esophageal and GI Foreign Bodies (Surgical)	\$2,500
Fractures (Medical) Treatment	\$1,500
Fractures-(Surgical)	\$2,500
Pneumothorax/Chest Foreign Body	\$2,500
Limb Amputation	\$2,500
Elbow/Hip Luxation (Non Hereditary)	\$1,500
Poisoning	\$1,500
Toe/Tail Amputation	\$1,500
Wounds (Lacerations, Cuts, Abrasions)	\$1,500
Esophageal and GI Foreign Bodies (Medical)	\$1,000
Snake Bite	\$1,000
Sprain-Limping (Nonspecific)	\$500
Torn Nail	\$200

### **Exclusions Applicable to All Plans**

We will not be liable for paying any of the following:

1. Claims for veterinary services exceeding the maximum per incident or lifetime benefits amounts or policy limits.
2. Claims arising from, or as a result of, any excluded procedure, accident or illness.
3. Any claims caused by or as a result of: (a) invasion, war or civil war, insurrection, rebellion, revolution, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared or not; or (b) any nuclear incident or biological, chemical or radiation contamination or exposure other than acts of terrorism.
4. Claims for accidental injury or illness to the Pet(s) that occur or manifest, whether treated or not, prior to the effective date of the policy as stated on the Declarations page or before the acceptance of the application by the company.
5. Claims for attorney fees or other defense or court-related expenses arising out of any claim or dispute in connection with this Policy.
6. Any costs that arise from, are exacerbated by, or are related to, mistreatment, injury or neglect of a Pet caused by the Pet Owner, any member of the Pet Owner's household, or anyone employed or contracted by the Pet Owner.
7. Claims for veterinary charges, fees or other related expenses exceeding eligible benefits or because such expenses are in excess of the usual and customary fees for the local area where the insured incurred charges and services were rendered.
8. Claims for illness, sickness, disease or BestWellness coverage for the Pet that are diagnosed, manifested or were treated before the effective date of coverage or prior to the expiration of the fourteen (14) day waiting period under the policy. All waiting periods are waived for uninterrupted policy renewals.
9. Preventative and elective procedures, including, but not limited to, tail docking, ear crops, nail trims, feline declaws, dewclaw removal, and anal gland expression.
10. Loss resulting from illegal or wrongful acts that are committed by the insured, members of the insured's household or the insured's representative.
11. Non-veterinary services, including, but not limited to, federal, state or local taxes, waste disposal, government fees and surcharges, bank fees and credit card charges or any services not performed by a licensed veterinarian or under the supervision of a licensed veterinarian.
12. Parasitic treatments or prevention, including but not limited to roundworms, tapeworms, hookworms, heartworms, ringworm, fleas, ticks and giardia.

13. Any loss or damage arising out of alleged faulty or substandard veterinary care of the insured pet, including any negligence or professional malpractice claims by the insured.
14. Preventable diseases, if the pet has not been appropriately immunized by a veterinarian according to current AVMA guidelines, including, but not limited to, canine distemper, parvovirus, feline leukemia and feline immunodeficiency virus.
15. Special diets, supplements, herbal therapies, vitamins, food, bathing and grooming, other routine care, maintenance, boarding and medical-related transportation expenses (other than as may be provided by endorsement).
16. Euthanasia for non-medical reasons, or destruction of a pet that was deemed “dangerous.”
17. Claims that occur from any accident, injury, illness or condition with respect to which the insured was advised by a veterinarian to take preventative measures, and did not meet the terms.
18. All deductibles and co-payments that are required to be paid as described in this policy.
19. Claims for teeth cleanings unless specifically covered under the BestWellness endorsement of the policy. Gingivitis and progressive periodontal disease caused by the accumulation of tartar is not a covered expense.
20. Breeding or conditions relating to breeding.
21. Any damages for injuries caused by Pet(s) that are allowed to roam free from the owner’s property.
22. Any damages caused by an unlawful or negligent act caused by or alleged to have been caused by you or your representative or a guardian of the Pet(s).

## Termination Provisions

Cancellation by You	You may cancel this policy by mailing or electronically delivering to us by e-mail advance written notice of your request for cancellation. Cancellation will be effective on the later of the date requested by you or the date we receive your request.
Cancellation by Us	<p>We may cancel all or part of this Policy when it has been in effect for 60 days or less by providing written notice of cancellation to you or the Pet Owner at least ten (10) days before the effective date of cancellation if we cancel for nonpayment of premiums, or thirty (30) days written notice if we cancel for any other reason. If this policy has been in effect for more than 60 days, we may only cancel this policy or part of this policy, for one or more of the following reasons:</p> <ol style="list-style-type: none"> <li>1. The policy was obtained by fraud or material misrepresentation;</li> <li>2. Violation or breach of any policy terms and conditions by the insured other than nonpayment of premium;</li> <li>3. Changes in risk which may measurably increase loss;</li> <li>4. Loss of reinsurance coverage to the company for all or a substantial part of the underlying risk;</li> <li>5. Continuation of the policy would place the company in violation of state insurance laws.</li> <li>6. Non-payment of premium</li> </ol> <p>If we cancel for one or more of the five (5) reasons enumerated above, written notice of cancellation will be mailed to the insured at least forty-five (45) days before the effective date of the cancellation, unless due to non-payment of premium in which case notice will be provided ten (10) days prior to cancellation. This coverage will continue to remain in effect up until the effective date of cancellation set forth in the notice. During the notice period, you or the Pet Owner will be required to continue making premium payments in accordance with the terms of this Policy.</p>

Non-Renewal by Us	<p>If we elect not to renew this Policy, we will mail written notice of our intention not to renew at least forty-five (45) days prior to the expiration of the Policy. If notice is not mailed or delivered to you at least forty-five (45) days prior to the expiration of this Policy, this Policy will remain in effect for an additional forty-five (45) day period following the Policy expiration date on the same terms and at the same premium rates as the expiring policy.</p> <p>All non-renewal notices will be sent to the insured by mail at last known address, unless state insurance laws allow us to send notice of non-renewal electronically in which case we will send notice to the insured by electronic mail.</p>
Reinstatement of Policy	<p>If a policy is cancelled for non-payment of premiums, we may, at our option, reinstate the policy if we receive the full premium payment(s), together with a written request for reinstatement, within fifteen (15) days of the effective date of cancellation.</p>
Refund of Unearned Premiums Upon Cancellations	<p>If either you or we cancel this policy, we will send you a refund of any unearned premium within thirty (30) days of the effective date of cancellation. The unearned premium will be calculated using a pro-rata factor developed from the difference between the number of days that the policy was in effect and the number of days remaining after the effective date of cancellation. No premiums shall be refunded for any mid-term cancellation during months in which a loss occurred or claims were submitted or paid.</p> <p>If premium payments are made by credit card or bank debit card, any premium refund due and owing will be credited to the credit card or bank account. Premium payments made by check will be refunded and mailed directly to you.</p> <p>Any uncollected premiums owed us for coverage provided prior to the effective date of cancellation will be prorated and billed to you in accordance with the payment arrangement set forth on the Declarations page.</p>

## Claims Procedures

Claims Contact and Submission Information	<p>Pets Best Insurance Services LLC  2710 Sunrise Rim Road Ste. 100  Boise, ID 83705  Phone: 208-947-3896  Fax: 866-777-1434  Toll Free: 1-877-Pets-Best (738-7237)  Email: <a href="mailto:claims@petsbest.com">claims@petsbest.com</a>  Website: <a href="http://www.petsbest.com">www.petsbest.com</a></p>
Your Duties in The Event of a Loss	<p>In the event of loss you must do the following:</p> <ol style="list-style-type: none"> <li>1. Promptly report all claims; claims must be reported within 180 days of the incident date;</li> <li>2. Take all necessary and reasonable steps to prevent further loss following a claim;</li> <li>3. Make available the Pet(s) or other relevant items or information in your possession or control for our inspection and examination;</li> <li>4. Maintain records of expenses incurred for which the insured is liable and seek reimbursement;</li> <li>5. Authorize us to obtain any additional records or other information we deem necessary directly from the veterinarian;</li> <li>6. Provide notice to us in writing and include all known facts relating to the claim; and submit the Pet to medical examinations or other evaluations that we deem necessary by the consultant(s) of our choice.</li> </ol>
To Receive Eligible Benefits from the Insure	<ol style="list-style-type: none"> <li>1. Payments for claims are subject to the terms of the Policy, any coverage limitations, deductibles and co-payments. We will make all claims payments directly to the insured, unless we receive a written notice from you requesting that such payment be made directly to the veterinary provider listed on the claim.</li> </ol>

	<p>2. The insured must submit a claim form, completed and signed by the insured and the Veterinarian, and must include the original paid receipt or billing statement reflecting the charges for which the insured is liable and the nature of treatment (keep a copy of the receipt for your records). An electronic claim form from the attending Veterinarian that we approve may be submitted for direct payment.</p>
	<p>3. Upon our request, you must provide us with authorization to obtain all records for the treatment of the Pet and allow us to contact the attending Veterinarian directly in order for us to process the claim.</p> <p>4. All claims must be submitted to us immediately and in no event later than 90 days after veterinary treatment has been provided. The failure to submit a claim under the Policy within this time period, which prejudices our right to seek an independent medical examination of the Pet or impedes our ability to obtain the Pet's veterinary records or to otherwise process the claim, shall result in the denial of the claim.</p>
The Most We Will be Obligated To Pay for Insured Loss is the Lesser Of:	<p>1. The actual amount incurred for treatment to the Pet(s); or</p> <p>2. The applicable scheduled policy benefit or the usual and customary veterinary charges, fees or other related expenses for the local area, whichever is less.</p>
When More Than One Limit Applies to the Same Incident	We will only pay up to the largest single applicable limit. In no event is stacking of any limits allowed regardless of the number of covered claims or other causes of loss or events that contribute concurrently or in sequence to the cause of loss, consequential loss or damage to the insured pet.
Fraud Warning	Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

## Dispute Between You and Us / Claims Appeal Process

<p>The following describes the appeal process in the event you have a complaint or grievance regarding the denial of a claim or other action taken by us under this Policy. All requests for appeal must be submitted to us within sixty (60) days of the denial of your claim or other action giving rise to the complaint or grievance.</p>	
First Level Appeal	<p>You may initiate an appeal through submission of a written request to the company. Written appeal requests should be mailed to Pets Best Insurance Services, Claim Dispute Department, 2710 Sunrise Rim Road Ste 100, Boise, Idaho 83705. The appeal shall set forth the reasons why you or the Pet Owner contend the denial of the claim was incorrect. Any written comments, documents or other relevant information may be submitted with the appeal.</p> <p>After our receipt of the appeal, all facts, including those originally used in making the initial decision and any additional information that is sent or that is otherwise relevant, will be reviewed by one of our medical/claims representatives who was not involved in the initial decision. A written notice of the first level appeal decision will be sent within thirty (30) days of our receipt of the request for an appeal unless we request additional information or documentation, in which case, a decision will be sent within thirty (30) days of the date we receive the additional information/documentation. If the original decision is upheld, the written notice will state the specific reasons for denial and the specific policy provisions upon which the decision is based.</p>

Second Level Appeal – External Review	If you disagree with the decision made in the first level appeal, you may request further appeal to the second level. – external review. You must first exhaust the first level appeal before submitting a request for second level external review. A request for second level – external review must be made in writing within thirty (30) days of the date of the issuance of our first level written appeal decision. An impartial veterinarian selected by us, who is independent and not controlled by us, will conduct the external review. The independent veterinarian will issue a determination within sixty (60) days of receipt of the request for external review.
Third Level Appeal – State Department of Insurance	If you disagree with the decision made in the second level appeal, you have the right to file a complaint with your State Department of Insurance. Please refer to your individual State’s department for details and applicable rules and laws.
Optional Fourth Level Appeal – Binding Arbitration	Arbitration is available as the final level of appeal for a dispute you have with us. All other levels of this appeal process must be exhausted before arbitration is available. Choosing arbitration as the final level for the settlement of such disputes will be binding upon the parties, their heirs, successors and representatives. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The costs of arbitration, including reasonable filing fees and arbitrator fees, shall be shared equally by the parties. Other expenses of arbitration, including, but not limited to, attorneys fees and costs, will be borne by the party incurring those expenses. The parties agree that the arbitration decision will be binding and may be enforced in any court having jurisdiction thereof by filing a petition for enforcement of said decision. Any arbitration proceedings will be conducted in Southfield, Michigan unless your state’s insurance laws require otherwise.
Legal Remedies	You must first exhaust the formal appeals process set forth herein before filing a lawsuit to resolve a dispute. The time to file such action shall be tolled while the formal appeals process is pending. The failure to exhaust the formal appeals process set forth herein may be a defense we can assert to any legal proceeding filed.

## General Terms and Conditions

Policy Endorsements & Declarations Changes	You may request changes to the terms of this Policy at any time prior to the expiration date of the Policy. All policy changes are subject to our prior written consent and may only be made by amending the Declarations page or by issuing an endorsement to the Policy. All policy endorsements and riders are incorporated into and shall become a part of this Policy. Changes and amendments to this Policy will take effect on the date we specify in the Policy Declarations and schedules or endorsement, and will not relate back to the policy inception date.
Plan Upgrades or Downgrades	If you opt to transfer the Pet(s) to a plan with higher benefits, the maximum benefit payable with respect to an illness, accident or injury category will be restricted to the maximum benefits payable under the policy that applied during the period in which such illness, accident or injury was first manifested, or reasonably should have been discovered, diagnosed, or treated. If the level of coverage is lowered, the lower maximum benefits shall apply.  Pre-existing limitations shall not apply to a Pet’s medical condition that existed, occurred or was diagnosed or treated prior to the plan upgrade or downgrade and after policy enrollment, provided that the Policy is continuously renewed and there is no interruption or lapse in coverage.  All plan upgrades and downgrades shall be subject to the same waiting periods for illness coverage for new plans set forth in this Policy.
Premium Discounts	The company may, from time to time at its option, offer premium discounts to insureds who 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.
Excessive Claims or Lack of Claims	Premiums may increase with excessive claims or decrease in the absence of claims.

Claims for Services Incurred Subsequent to the Policy Termination Date	Claims for veterinary services incurred or rendered subsequent to the termination of this policy are not covered, even if the claim is for a medical condition that commenced prior to the termination of this policy. However, conditions that are diagnosed but not treated prior to the policy termination date or conditions that are subject to ongoing treatment commenced prior to and continued after the policy termination date shall not be subject to policy limits for pre-existing conditions if the Policy is continuously renewed without interruption and no lapse in liability coverage occurs.
Other Insurance	<p>This policy is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis. When this insurance is excess, we will only pay amounts (subject to policy limitations) in excess of other insurance. If no other insurance exists to cover claims, this policy will be considered primary and we will pay claims subject to the terms and conditions of the policy.</p> <p>If you or the Pet Owner have other insurance that provides similar primary coverage or is also excess covering the same insured loss, our share is the pro rata proportion that the applicable scheduled limit, or sub-limit, under this policy bears to all other applicable excess or primary coverage, but we will not pay more than the applicable scheduled policy limit or sub-limit. It is the responsibility of the Insured to notify us in the event that other insurance is in force. Failure to do so may result in cancellation of policy and forfeiture of benefits.</p>
Release of Information and Records	If requested, you agree that the current or previous attending or treating veterinarian(s) is/are allowed to release information or records to us regarding the Pet(s) in conjunction with enrollment application or the processing of a claim or the handling of a dispute. Any charge made by the veterinarian for such information shall be at your expense.
Integration	The Policy, the policy Declarations and the endorsements represent the entire and integrated agreement between the insured and the insurer and supersede all prior negotiations, representations, or agreements either written or oral.
Liberalization	If we adopt any revision that would broaden the liability 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.
Non-Transferable Interest	<p>Your rights and duties under this Policy cannot be transferred without our prior written consent, except in the case of your death. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the course and scope of their duties as your legal representative. Until your legal representative is appointed. Anyone having temporary proper custody of the insured pet will have your rights and duties under the policy, but only with respect to the insured pet.</p> <p>We reserve the right to require new proof of insurability and apply new underwriting criteria and rates in the event the Pet Owner transfers the ownership of a Pet(s) to others who desire to maintain insurance coverage with us.</p>
Premium Refund Conditions	If the Policy is cancelled within fourteen (14) days of its initial issuance and no claims have been submitted or paid, then the premiums shall be fully refundable. However, the first month's premium is not refundable if any claim has been submitted or paid. If the Policy is cancelled more than fourteen (14) days after issuance, we will refund the policy premium on a pro-rata basis.
Reinstatement of Limits	Policy benefits, except for lifetime and maximum per incident per pet limits, are automatically reinstated annually if this Policy is renewed by the company for an additional policy term. The renewal policy may be subject to changes in rates, terms and conditions as set forth in our offer to renew. Upon renewal, lifetime and maximum per incident per pet limits are reduced by relevant payments made under prior policy terms.

Transfer of Rights of Recovery Against Others to the Insurer	If we make payment under this Policy and the insured has rights to recover damages from another, those rights are transferred to us to the extent of our payment. The insured must do everything necessary to secure these rights and must do nothing after loss to impair them.
Veterinary Records Processing Fees	Upon initial enrollment, we may contact the veterinarian and request the Pet(s) veterinary records to assist us in processing your application. We may, at our option, pay the veterinarian up to a \$15.00 veterinary records processing fee for providing the veterinary records or completing a questionnaire concerning the Pet(s) health.
Insured Referrals	From time to time, at our option, we may advertise special promotions or offer the insured free gifts, including small cash rewards and incentives, for customer referrals if the person recommended to us purchases a policy.
Affinity and Corporate Group Members	If you belong to an employer or affinity group that receives coverage or rate discounts through one of our plans and you terminate your employment or affiliation with the affinity group, we will continue to offer you the same coverage and group rate discounts for a period of one year following your date of termination of employment or discontinuation of membership in the affinity group.
Fraud, Misrepresentation or Concealment	Any fraud, misrepresentation or concealment in relation to any matter affecting the insurance hereunder or in connection with the making of any claim hereunder shall render coverage provided under this Policy null and void, and all claims there under shall be forfeited and not paid.
Governing Law	This manuscript Policy is deemed negotiated and entered into in the State of Michigan and the Policy, and any rights, remedies, or obligations provided for in this Policy, shall be construed and enforced in accordance with the laws of Michigan. You represent that you have purposefully directed your actions to procure insurance services from us contained in this Policy and have and will make continuous and systematic requests for our services on your behalf, and acknowledge that our principal place of business is Michigan. You acknowledge that by entering into this Policy, you are deemed to be transacting business within the State of Idaho, and you consent to the jurisdiction of the courts of the State of Michigan to hear and decide claims or disputes arising between the parties related to coverage issues and any payments due under the Policy.

## Definitions

Accident	Means an unforeseen, unexpected event(s) that result in physical injury to the pet. The accident and treatment must occur during the policy term. For accidental injury only coverage plans, coverage is limited to those injuries specifically listed under the “covered accidental injuries” section of this policy.
Alternative or Holistic Treatment	Refers to treatment protocols that are covered outside of traditional medicine. Covered treatments include Massage, Hydrotherapy, Chiropractic Adjustment, Acupuncture and equipment purchase or rental associated with any of the above. Any other treatment protocols, including but not limited to Aroma Therapy and Herbal Treatments, are not covered under any policy.
Behavioral Conditions	Are those maladies of a pet’s behavior that are primarily due to or the result of a medical condition.
Benefit	Refers to the insurer’s obligation to settle any claim or suit up to eighty percent (80%) of the usual and customary veterinary charges for a covered claim after application of deductibles.
Claim	Means a request to pay damages for bodily injury or property damage for which an Insured or Pet Owner becomes legally liable due to offense or incident caused by or occurring to pet(s) for which this insurance policy applies.
Chronic Condition	A condition that is likely to reappear, and is not likely to be cured or may go on for some time.

Congenital Condition or Disorder	A condition or disorder that is present at birth that can be recognized at birth, or many years later. Congenital disorders can be a result of genetic abnormalities, the intrauterine environment, or unknown factors. All congenital disorders are considered pre-existing and are subject to special policy sub-limits.
Covered Losses	Refers to an eligible accident, illness or Wellness benefit occurring during the policy term and subject to specified policy limits, deductibles and co-payments.
Deductible	The retained limit, if any, as stated in the policy, if the incident or offense is covered by this policy.
Exclusion	Refers to uninsured losses for which the insurer is not liable and no claims will be paid.
Fraud, Concealment or Misrepresentation	Refers to any person who, with intent to defraud, or knowing that he or she is facilitating a fraud against an insurer, submits a policy application or files a claim containing a materially false or deceptive statement or intentionally omits or conceals information material to the insurer's assumption of risk in issuing a policy or paying a claim.
Hereditary Conditions	<p>Refers to a condition, defect or disease, which was transmitted to the pet genetically from its parent(s). The condition, defect or disease may or may not be manifested until late in life if at all. The hereditary conditions listed below are subject to special policy sub-limits:</p> <p><b>All breeds:</b></p> <ol style="list-style-type: none"> <li>1. Factor i, ii, vii, viii, ix, x, xi and xii deficiencies.</li> <li>2. Von Willebrand disease.</li> <li>3. Hip Dysplasia.</li> <li>4. Elbow Dysplasia.</li> <li>5. Osteochondritis Dissecans.</li> <li>6. Legg-Calve-Perthes disease.</li> <li>7. Cataracts in pets less than six years old – not including secondary to traumatic injury or diabetes mellitus.</li> <li>8. Progressive retinal atrophy.</li> </ol> <p><b>Breed specific:</b></p> <ol style="list-style-type: none"> <li>1. Corneal Dystrophy – Airedale, Cocker Spaniel, Cavalier King Charles Spaniel, Miniature Poodle, Samoyed, Shetland Sheepdog, And Siberian Husky.</li> <li>2. Urate Urolithiasis – Dalmatian.</li> <li>3. Cystine Urolithiasis – Newfoundland, Irish Terrier, Scottish Terrier, Australian Shepherd, Basenji, Bichon Frise, Bull-Mastiff, Chihuahua, Dachshund, English Bulldog, Mastiff, Miniature Pinscher, Pembroke Welsh Corgi, Pitbull Terrier, Scottish Deerhound, Silky Terrier, And Staffordshire Terrier.</li> <li>4. Xanthine Urolithiasis – Cavalier King Charles Spaniel.</li> <li>5. Glaucoma – Beagle, Siberian Husky, and Welsh Springer Spaniel.</li> <li>6. Copper Hepatopathy – Bedlington Terrier.</li> <li>7. Epilepsy – Beagle, Belgian Tervuren, Dachshund, German Shepherd, Golden Retriever, Keeshond, and Labrador Retriever.</li> </ol>
Illegal or Wrongful Acts	Refers to any loss or consequential damage, whether foreseen or unforeseen, intended or unintended, arising out of or related to, any illegal, criminal or wrongful act(s) committed by the insured(s), members of the insured(s) household, or the insured(s) representative(s) at the insured(s) direction or with the insured(s) knowledge and consent with respect to an insured pet.
Illness	Refers to sickness or disease of the insured pet during the policy term. Illness coverage begins fourteen (14) days after the policy effective date.
Incident	Refers to a specifically identifiable accidental injury or illness. Recurring and/or chronic conditions shall be considered as one incident.

Insured	Refers to the insured(s) shown on Declarations Page
Insurer	Refers to the licensed insurance carrier or its designee shown in the Declarations Page.
Nuclear and Radiation Risk	Means injury or illness arising out of radioactive contamination, radiation, toxicity, heat or fire resulting from nuclear material; nuclear waste, spent fuel; containment structures; explosions or discharge of radiation from any device employing atomic fission, fusion, or any other nuclear reaction; solar storm; whether from the source or as a by-product of the source.
Payment	Refers to the dollars paid by the insured for coverage, which may be paid in monthly, ninety-day, one-hundred eighty day or annual, increments by automatic debit to the insured's credit card or bank card or by check (except monthly). For the initial policy, the insured is required to pay the first payment in advance at the time the policy is issued. We only accept payment by check if you are paying ninety-day, one-hundred eighty day or annual premium.
Per Pet Incident Benefit	Refers to the maximum amount we will pay for a single incident to your pet regardless of whether treatment or services extend into subsequent policy periods. A single incident may have multiple conditions, injuries or symptoms. Per incident occurrences may be subject to lower benefit limits if specified by condition.
Per Pet Lifetime Benefit	Refers to the maximum amount we will pay during the lifetime of the pet for any and all incidents, conditions, injuries or symptoms.
Pet	Refers to the insured pet(s) listed on the declarations page.
Pet Owner	Refers to the owner of the Pet(s) identified in the Declarations or any Schedule or Endorsement attached to and made a part of this Policy.
Pre-Existing Condition(S)	Refers to a condition, injury or illness of the insured's pet that was present, contracted or which first manifested itself, or for which a veterinarian may or may not have been consulted, or for which treatment or medication was prescribed, prior to the effective date of the insured's pet's coverage under this policy.
Pregnancy Related Conditions	Refers to a condition related to or arising from pregnancy. Pregnancy related conditions are subject to special policy sub limits.  Pregnancy related conditions for the following breeds of pets are excluded: <b>Dog Breeds:</b> Bulldog, Boston Terrier, Chihuahua, Pug, Dachshund, Lhasa Apso, Maltese, Pekingese, Pomeranian, Schipperke, Shih-Tzu, Silky Terrier, Tea Cup Poodle, West Highland Terrier, And Yorkshire Terrier. <b>Cat Breeds:</b> Himalayan and Persian.
Renewal	Refers to the offer and acceptance by the company and insured of continuation of insurance coverage after the initial policy term and subject to policy coverage, limits and terms and conditions imposed by the company.
Term	Refers to a three-hundred and sixty-five (365) day period starting at 12:01 a.m. on the policy effective date as shown on the policy declarations page and ending at 12:01 a.m. on the 366th day following the effective date of the policy.
Usual and Customary Charges	Refers to the typical fees charged by veterinarians for a particular treatment, service or product in the general geographic area where the pet received treatment.
Wellness Benefits	Refers to preventative vaccines, annual exams, teeth cleaning, spay/neuter and routine diagnostic tests listed in the benefits schedule. All Wellness benefits are subject to the coverage limits identified in the benefits schedule. Pets shall not be eligible for Wellness benefits until after a fourteen (14) day waiting period following the issuance of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**SOUTH DAKOTA – SPECIAL PROVISIONS**

**1. Cancellation by Us**

- a. We may cancel all or part of this Policy when it has been in effect for 60 days or less by providing written notice of cancellation to you or the Pet Owner at least twenty (20) days before the effective date of cancellation if we cancel for nonpayment of premiums, or thirty (30) days written notice if we cancel for any other reason.
- b. If we cancel for one or more of the five (5) reasons enumerated above, written notice of cancellation will be mailed to the insured at least forty-five (45) days before the effective date of the cancellation, unless due to non-payment of premium in which case notice will be provided twenty (20) days prior to cancellation

**2. Refund of Unearned Premiums Upon Cancellation**

If either you or we cancel this policy, we will send you a refund of any unearned premium within twenty (20) days of the effective date of cancellation. The unearned premium will be calculated using a pro-rata factor developed from the difference between the number of days that the policy was in effect and the number of days remaining after the effective date of cancellation.

**3. Optional Fourth Level Appeal**

Parties must mutually agree to the arbitration and any determination made can not be binding on either party.

**4. Premium Refund Conditions**

This sentence is removed from this section of your policy: However, the first month's premium is not refundable if any claim has been submitted or paid.

**5. Governing Law**

This manuscript Policy is deemed negotiated and entered into in the State of South Dakota and the Policy, and any rights, remedies, or obligations provided for in this Policy, shall be construed and enforced in accordance with the laws of South Dakota. You represent that you have purposefully directed your actions to procure insurance services from us contained in this Policy and have and will make continuous and systematic requests for our services on your behalf, and acknowledge that our principal place of business is South Dakota. You acknowledge that by entering into this Policy, you are deemed to be transacting business within the State of South Dakota, and you consent to the jurisdiction of the courts of the State of South Dakota to hear and decide claims or disputes arising between the parties related to coverage issues and any payments due under the Policy.