

facts, rather than **Policy** coverage or terms, **We** may, at **Our** own discretion, consult with an impartial **Veterinarian** selected by **Us**, who is independent, not controlled by **Us**, and not involved in the handling of **Your** claim, to conduct a review. Any such redetermination by the impartial **Veterinarian** will be binding on **Us**.

- f. If, in any event, it is determined 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 amount paid incorrectly.
- g. Intentional or written misrepresentation made by **You** or anyone acting on **Your** behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the **Policy**, or prevent its attaching, unless made with intent to deceive and defraud or unless the matter misrepresented increases the risk of loss.
- 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 has elapsed 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 **Us** 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 shall be the county where **You** reside, unless both parties agree otherwise, and the proceedings will be subject to Minnesota law.
- j. **You** must cooperate with **Us** in the investigation and settlement of any claim.
- k. Any claim for an **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.
- l. **We** will not seek recovery against persons or organizations also insured under this policy or under any other policy issued by **Us** with respect to the same claim.

Send Correspondence to:

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



Jon Dubauskas
President



Mary Morandini
Secretary