













- j. Continuing coverage for a covered **Incident** from a preceding **Policy** is subject to the terms and conditions of this **Policy**. **Per Incident Limits** for any covered expense under a previous **Policy** will not reset at **Policy** renewal or replacement. In the case of continuous coverage where a **Per Incident Limit** is lower than the previous term, the lower **Per Incident Limit** will apply.
- k. By accepting the terms of this insurance as evidenced by the payment of premiums, it is agreed that this **Policy**, endorsements and any other notices may be delivered to **You** by electronic mail via the internet at **Our** option. All **Policy** forms, any notices and endorsements are available to **You**, at **Your** request, in paper form at no charge to **You**. A copy of **Your Policy** is available on **Our** customer portal.
- l. **Your Policy** will become legally binding once **You** have paid **Your** premium. The premium is due when **You** take out a new **Policy** and when **You** renew an existing **Policy**. **Your Policy** is an annual contract of insurance with a monthly and annual payment option. Premiums must be paid in full and on time to maintain coverage.
- m. This **Policy** will automatically renew unless **We** receive a cancellation or intent to not renew notice from **You** before the renewal date. Premiums may increase at renewal for: **Pet** age, veterinary cost inflation, actuarial changes, address changes, **Annual Limit** increase and other **Policy** parameters.
- n. 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** and reset the **Waiting Period** and the determination of **Pre-existing Conditions**.
- o. Each named insured may receive certain promotional offers, which includes, but is not limited to, gift cards, coupons, gift certificates, and items of merchandise. The maximum value of any promotional item will not exceed the maximum dollar amount allowed in the state of residence.
- p. From time to time, at **Our** option and in compliance with all applicable law, **We** may advertise special promotions or offer the **Policyholder** free gifts, including small cash rewards and incentives, for customer referrals or if the person recommended to **Us** purchases a **Policy**.
- q. From time to time, at **Our** option and in compliance with all applicable law, **We** may offer value added benefits or services directly relating to this coverage that may assist in the service of the **Policy**, mitigate loss or provide loss control that aligns with the risks of the **Policy**.
- r. Benefits are not assignable except that **You** may direct **Us** to pay benefits to the Veterinary provider on whose charges any claim is based. Any such payment that **We** make will fully discharge **Us** to the extent of the payment.
- s. This **Policy** is valid for a period of twelve (12) months (three hundred and sixty-five (365) days) from effective date.

## 8. Renewal, Cancellation and Nonrenewal

- a. **We** will automatically renew **Your Policy** at expiration unless **You** are otherwise notified of nonrenewal.
- b. **You** may cancel this **Policy** at any time by providing to **Us** advance notice of cancellation or **Your** intent to not renew.
- c. **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, whichever is greater, before the date of cancellation if **We** cancel for nonpayment of premium.
  - ii. Thirty (30) days or as applicable by state law, whichever is greater, before the date of cancellation if **We** cancel for any other reason.
- d. **We** will mail or deliver **Our** notice of cancellation or nonrenewal to **Your** last mailing address known to **Us**.
- e. Notice of cancellation will state the reason for cancellation and the effective date of cancellation. Insurance coverage under this **Policy** will end on that date.
- f. **We** may elect to nonrenew this **Policy** on the expiration date shown on the **Declarations Page**. **We** may do so by mailing to **You** written notice, stating the reason for nonrenewal, at least forty-five (45) days or as applicable by state law, whichever is greater, prior to the expiration date of **Your Policy**.
- g. If notice of cancellation or nonrenewal 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 on a daily pro-rata basis.
- i. **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 thirty (30) days before the renewal date.
- j. If **You** intentionally misrepresent or conceal any material fact that **We** rely on to issue or administer coverage, **We** may cancel **Your Policy** effective the date of discovery of the germane misrepresentation.
- k. The first time **You** enroll **Your Pet(s)** in one (1) 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.
- l. After the first thirty (30) days of the **Policy** period, **We** will compute any refund due on a daily pro-rata basis.



**9. Claims Conditions**

- a. In the event **You** incur a loss **You** must notify **Us** by providing the following:
  - i. A completed claim form within one hundred and eighty (180) calendar days, or as soon as practicable, of the date of **Treatment** or veterinary services or date of receipt furnished to **You** in connection for such **Treatment** or veterinary services.
  - ii. Invoices from **Your** treating **Veterinarian** listing the services performed, products provided and the itemized charges for **Treatment**, including packages and/or discounts.
  - iii. 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** reserve the right to ask for information from any **Veterinarian** that has ever seen **Your Pet(s)** 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 (60) days, or as soon as reasonably practicable, of the decision and must be in writing on a Claims Redetermination Request Form which is available from **Us**. 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, 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**.
- e. 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 paid incorrectly.
- f. If **You** or anyone acting on **Your** behalf submits a fraudulent claim, **We** may deny any current or future claim and cancel **Your Policy**.
- g. 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**.
- h. 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 will be New York unless the laws of the state of the insured dictate otherwise.
- i. **You** must cooperate with **Us** in the investigation or settlement of any claim.
- j. 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.

**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.

Jon Dubauskas  
President

Sammi-Jo Nevin  
Secretary