CompanionPlus™
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 the amount after coinsurance for eligible covered expenses that are medically necessary to treat or diagnose a current covered incident that is showing symptoms. 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 fourteen (14) day waiting period per pet(s) from the first day of the coverage period before we will cover an illness, except for IVDD (Intervertebral Disc Disease) where there is a 180-day waiting period.

There is a three (3) day waiting period per pet(s) from the effective date of this policy before we will cover an accident, except for cruciate ligament related conditions where there is a 180-day waiting period.

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. Veterinary exams, unless you purchase coverage through our ExamCare endorsement.
   b. Inherited and Congenital conditions, unless you purchase coverage through our InheritedPlus endorsement.
   c. Pre-existing conditions.
   d. Treatment or diagnostics for cruciate ligament injuries over a $2,000 reimbursement lifetime limit for each leg. This includes any associated meniscal injury or another condition secondary to cruciate ligament injury, tear or rupture.
e. **Treatments** or diagnostics of an **illness, injury**, or service excluded by the **policy** as well as secondary complications from such excluded **illness, injury**, or service.

f. Intentional, neglectful, or preventable acts, caused by **you** or a member of **your** household, that result in **injury** or **illness** to **your pet(s)**.

g. Elective, cosmetic, grooming, bathing and nail clipping.

h. Fees to diagnose or treat any **illness** or **injury** related to breeding, pregnancy, whelping, and nursing.

i. The cost of dental care or to spay or neuter **your pet(s)** regardless of the reason, unless **you** purchase coverage through **our** DefenderPlus endorsement.

j. **Preventive care** including but not limited to wellness exams, flea control, worm medication and vaccinations, unless **you** purchase coverage through **our** Defender/DefenderPlus endorsement.

k. All diets, **pet(s)** food, vitamins and nutritional supplements, whether prescribed or not.

l. Alternative **treatments** including but not limited to holistic, acupuncture, chiropractic, herbal and homeopathic. (Laser therapy, hydrotherapy and physical therapy are not considered alternative **treatments** and therefore **covered expenses**.)

m. Any diagnostics or **treatment** associated with anal glands.

n. More than one **illness** or **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** or **illness** to **your pet(s)**. (Examples include but are not limited to: foreign body ingestion, dog fights, and toxin ingestion)

o. Diagnostics or **treatment** for internal or external parasites including but not limited to fleas, heartworms, and roundworms.

p. **Illnesses** for which a vaccine is available, unless **your veterinarian** has recommended that **your pet(s)** 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.

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** 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.

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. (For example, but not limited to, if a dog has been diagnosed with a cruciate tear in his left leg before the coverage period or during the **waiting period**, a subsequent cruciate tear in his right leg shall be considered **pre-existing**). z. **Always Excluded**:

i. Obesity or overweight, if not due to an underlying medical condition.

ii. Osteoarthritis, Spondylosis, Luxating Patella and Diabetes, unless you purchase coverage through our InheritedPlus endorsement.

iii. Necropsy.

6. **Annual Deductible and Coinsurance**

**Deductible**
The annual amount **you** pay for **covered expenses** for each **pet(s)** under this coverage period before we reimburse **you**. **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. 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. j. 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.

k. 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 illness or 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 illness, or 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 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 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.

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**Send Correspondence to:**
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