

Pet Health Insurance Policy
Accident Only



877-738-7237 | [PetsBest.com](https://www.PetsBest.com)

APIC-PBI0001-ACC (12/2015)

Underwritten by American Pet Insurance Company



Terry & Stella, Members Since 2014

Welcome to the Pets Best Family

We're excited to begin helping you protect the health of your Pet. Our goal is to give you peace of mind and a valuable policy to help you afford the best medical care for your furry family member.

Pets Best was founded with the mission of ensuring no pet would have to be euthanized because the cost of medical care was too expensive for pet parents. We're a company of pet lovers, founded by the veterinarian who founded the pet insurance industry in the U.S. We're dedicated to providing you and your Pet a valuable service backed by our team of pet insurance experts. We work hard so that you and your Pet will have an exceptional experience as a member of the Pets Best family.

Please take the time to read the following information about your policy. It contains important information that you need to know about your Pet's insurance policy and some of the things you need to do to ensure great coverage.

Pets Best Insurance Services, LLC
10840 Ballantyne Commons Parkway
Charlotte, NC 28277
877-738-7237

American Pet Insurance Company
6100 4th Ave S.
Seattle, WA 98108-3234
877-589-1841

Your Policy Explained

This pet accident insurance policy was created with you and your Pet in mind. Below are the important details about what is included in your Pet's policy.

Throughout the policy and any attached endorsements, the words "you" and "your" refer to the insured/spouse/partner (pet owner) named in the policy declarations page. The words "we", "us" and "our" refer to Pets Best Insurance Services, LLC (Pets Best) which handles many of the administrative processes for this insurance on behalf of the underwriter. Other capitalized terms have specific meaning throughout the policy as defined in the Definitions section. Over the following pages you will find information related to:

- 1 YOUR INSURANCE AGREEMENT
- 2 POLICY BENEFITS IN DETAIL
 - Policy Description
 - What is Covered
 - Waiting Periods
- 3 GENERAL CONDITIONS OF COVERAGE
- 4 THE CLAIMS PROCESS – what happens if you need to make a claim
- 5 ELIGIBLE CLAIMS – WHAT YOU PAY
- 6 WHAT ISN'T COVERED
- 7 DEFINITIONS
- 8 NOTICE



1

SECTION 1

Your Insurance Agreement

The Company is pleased to provide the insurance described in this policy given that your premiums are successfully paid on time and subject to the terms and conditions in this policy. The Company provides coverage to you for the Pet described on the policy declarations page for the Actual Cost of Veterinary Treatment for any eligible Accidental Injury suffered by your Pet unless excluded by this policy, after the application of your Co-Insurance, minus your Deductible, up to the Annual limit of your policy.



Policy Benefits in Detail

A. POLICY DESCRIPTION:

Annual Policy Limit: \$10,000
Co-Insurance (Us/You): 90%/10%
Annual Deductible: \$250

B. WHAT IS COVERED:

1. This Policy only provides coverage for the treatment of Accidental Injury.
2. An Accidental Injury must result from an unforeseen cause beyond the control of the policyholder.
3. An Accidental Injury must be something which is capable of being assigned to a particular date, and which is in the popular and ordinary sense an accident.
4. Undiagnosed injuries are not eligible for coverage until an affirmative diagnosis has been made of an Accidental Injury.
5. Coverage for Traumatic Dental Fractures: Endodontic treatment for canine and carnassial teeth and extractions for all teeth due to traumatic dental fractures and other oral traumas are covered so long as they are not caused by repetitive inappropriate chewing behavior that presented signs or symptoms prior to the Policy Effective Date or the expiration of any Waiting Period.

C. WAITING PERIODS:

1. This Policy has a three day Waiting Period from the Policy Effective Date before coverage is available for eligible Accidental Injuries.
2. Once met, these Waiting Periods are waived for continuous, uninterrupted policy renewals, including, at our discretion, uninterrupted policy renewals from other pet insurance providers.

2

SECTION 2



3

SECTION 3

This section of general conditions includes information about your premium and where you can take your Pet for treatment.

General Conditions of Coverage

- A.** Your Pet's premium is payable as described on your policy declarations page. This policy will continue until canceled and will renew automatically every year as long as your premium payments are current. If premiums are unpaid, the Company may cancel this policy by sending a notice of cancellation to you at your last known address at least 30 days before the effective date of cancellation. If you fail to make a premium payment before the cancellation date the Company will cancel your policy back to the date to which your premiums were pre-paid.
- B.** If the policy is cancelled for non-payment of premiums, we may, at our option, reinstate the policy if we receive the full past due premium, along with a written or verbal request for reinstatement within 15 days of the effective date of cancellation.
- C.** The successful payment of your premiums constitutes your acceptance of all terms and conditions contained in this policy.
- D.** You must protect your Pet from aggravation or recurrence of any Accidental Injury after it occurs.
- E.** All of your Pet's treatments must be provided by either a Veterinarian with the necessary training and experience, or staff under a Veterinarian's direct supervision.
- F.** Coverage for treatments may be provided under this policy only while the Pet is in the United States of America, Canada, or any region under US government control, such as territories or military installations/bases in foreign countries.
- G.** No coverage is provided for any treatment costs or losses incurred during times your policy is not in force.
- H.** This policy is not transferable to other Pets.
- I.** You may cancel your policy by notifying us in writing via mail, fax, or email. Any unearned collected premium will be refunded pro rata.
- J.** You can cancel your policy for any reason within 30 days of the Policy Effective Date and the Company will refund 100% of any premium paid as long as no claims have been paid. This will void the policy from the beginning, and any pending or not yet submitted claims will be denied.
- K.** Insurance fraud unfairly increases premiums for all policyholders. If any policyholder provides false, misleading, and/or dishonest information, we may not pay the claim, may void that policy, and may be required by law to report it to governmental authorities.

L. You must be the owner and in possession of the insured Pet. If you transfer ownership of the Pet to a different owner to care for the Pet, we are happy to arrange for continued coverage if we are contacted within 30 days from the date ownership transfers.

M. We will not make payments for claims if you are entitled to indemnity under any other insurance, except for:

1. Any additional sum that is payable over and above such other insurance; or
2. Any contribution that we are obliged to make by law.

N. All parties may voluntarily agree to resolve any claim or dispute that arises from or related to this policy exclusively and finally by non-binding arbitration. Any such arbitration will solely involve you and the Company, the direct parties to this policy, and will be conducted by a single arbitrator appointed by the American Arbitration Association or the International Dispute Resolution Procedures, as applicable. Any arbitration proceedings will be held at a mutually agreeable location within your state, or other jurisdiction of residence, provided that all parties may also attend the arbitration via telephone, video teleconference, or other similar means. Any award rendered by the arbitrator will be final and non-binding on all parties. The costs of arbitration, including all reasonable filing fees and arbitrator fees, shall be shared equally by the parties. Other expenses of arbitration, including, but not limited to attorney fees and costs, will be borne by the party incurring those expenses.

O. Severability: If at any time this policy's provisions are in conflict with the applicable laws, rules, and/or regulations of the state or other jurisdiction of residence in which this policy is issued, the provisions will be reformed and construed to be valid, legal, and enforceable to the maximum extent permitted by such applicable laws, rules, and/or regulations to effect the original intent of the parties as closely as possible.

P. Entire contract: This policy, the policy declarations page, and any attached riders or endorsement(s) contain all the agreements between you and the Company and supersede any prior agreements or understandings between us.



4

SECTION 4

We provide you with an easy claims submission process. Once you complete and submit your claim form, a copy of the invoice, and proof of payment, it is quickly processed by one of our skilled claims processors. All of our claims processors have experience working in veterinary clinics, and strive to provide you and your Pet best-in-class service. It's our goal to reimburse you or your Veterinarian as quickly as possible.

The Claims Process

- A.** You must submit a complete claim form and supporting paid invoice(s) within 180 days of the treatment date. For the fastest and easiest claim filing experience, please log into your Customer Account at www.PetsBest.com/customerportal and use our electronic claims upload process to submit your documents. Alternately, you can download a personalized claim form from the Customer Account, or you can contact our Customer Care center at 877-738-7237 and we will mail, email, or fax one to you.
- B.** You must cooperate with us in the investigation or settlement of any claim.
- C.** We may require complete medical history/records associated with your Pet to process your claim.
 - 1.** At our request, you agree to provide us with all of your Pet's medical history/records.
 - 2.** You authorize us, at the time of enrollment and any time after to contact any and all veterinary clinics or hospitals to obtain all available medical records that exist for your Pet.
 - 3.** You authorize any and all veterinary clinics or hospitals to release to us all medical records that exist for your Pet.

If you cannot (or refuse) to disclose a complete medical history for your Pet when requested, we may deny your claim(s).

- D.** You are financially responsible to your Veterinarian for the payment of all fees and costs. You may have your claims paid directly to the treating Veterinarian if an arrangement to do so exists between us and the treating Veterinarian. Please call us for details.
- E.** We will not guarantee on the phone if we cover a claim.



F. Proration of costs will occur if the invoiced items are applicable to both covered and non-covered items. Unless a cost breakdown is provided on the invoice, we will prorate the invoice items evenly among the covered and non-covered items.

G. If you disagree with the coverage provided on any claim, you may request a review of the decision using our voluntary appeals process. If you believe we wrongly affirmed denial of your claim through this appeals process, you can request further review by an independent third-party Veterinarian (ITPV) we've selected. We select these Veterinarians solely on their ability to decide on issues of medical nuance and have no other relationship or affiliation with us. The ITPV's decision will be final and binding on us. Disagreements regarding direct policy exclusions, timing of coverage, and policy wording interpretations are not eligible for ITPV review.

H. If we pay a claim for any Accidental Injury that is not eligible under the policy terms and conditions, the payment we made does not waive our right to apply the terms and conditions of this policy appropriately to any other submitted claims.



SAMPLE

5

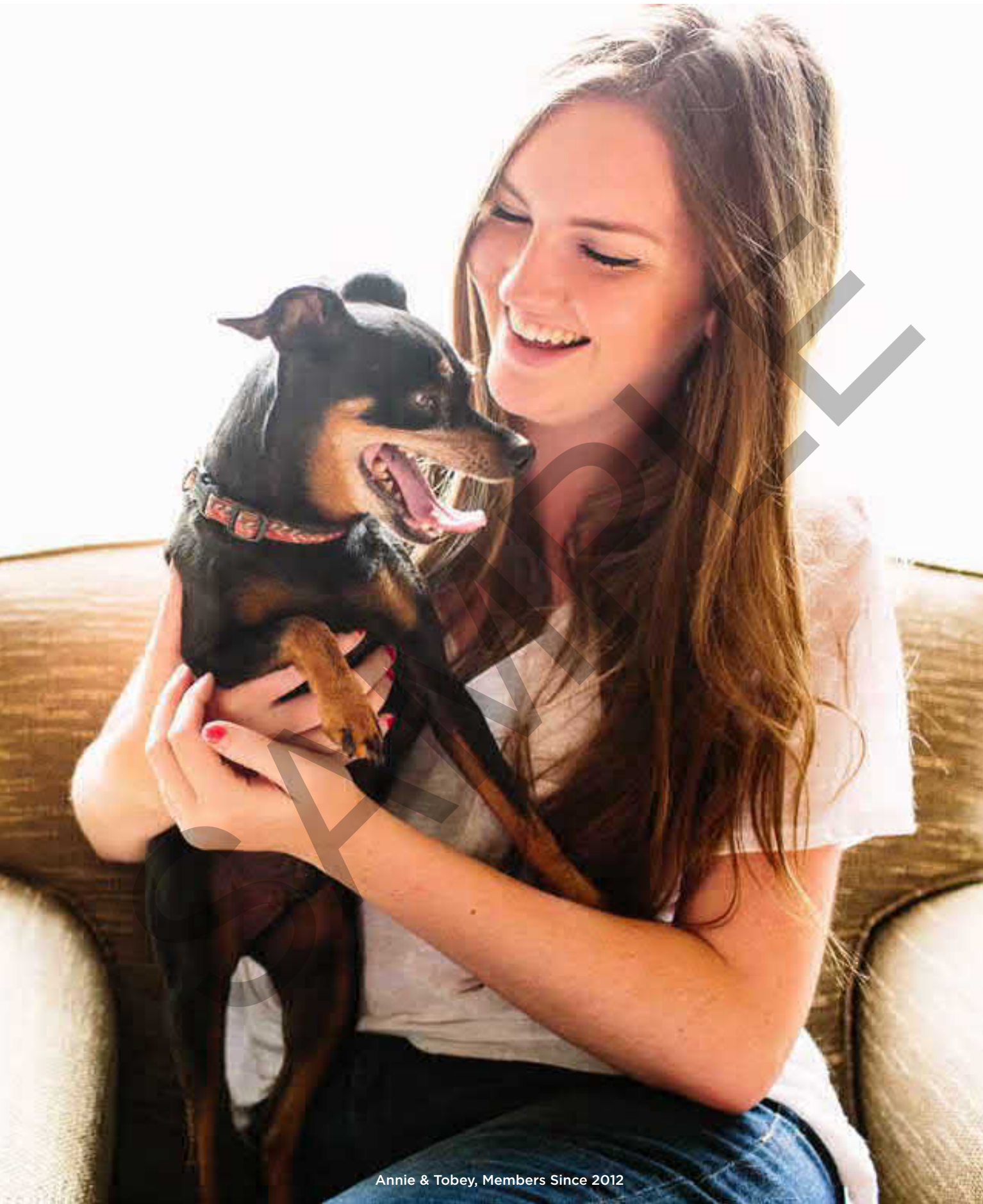
SECTION 5

While our policies cover most veterinary costs that result from your Pet getting injured, we ask that you cover some items as well.

What You Pay

- A.** Your Co-Insurance (Us/You) 90%/10%
- B.** Your Deductible \$250
- C.** Any amount that exceeds your Annual Policy Limit \$10,000
- D.** Taxes; and
- E.** Costs not covered by this policy.

Note: Discounts, coupons, packages, and other means of reducing costs are a great way for your Veterinarian to help you save money. Amounts saved in this way, however, reduce the amount that you are out of pocket and will not be reimbursed.



Annie & Tobey, Members Since 2012

6

SECTION 6

What Isn't Covered

A. PRE-EXISTING INJURIES: This Policy provides no coverage for Pre-Existing Injuries, even if treatment takes place while coverage is otherwise in effect.

B. CRUCIATE LIGAMENT EVENTS: We do not cover the costs, fees, or expenses associated with Cruciate Ligament Events.

C. ILLNESSES AND DISEASES: Neither infectious bacterial or viral disease, parasitic infection, metabolic disorder, cancer, Behavioral Condition, nor degenerative disease or process will qualify as an Accidental Injury for the purpose of this Policy.

D. OTHER EXCLUSIONS: We do not cover the costs, fees, or expenses associated with:

1. Claims that are not due to an Accidental Injury.
2. Any prescription or over-the-counter medications that are not included in our formulary of covered medications;
3. Administrative charges for the processing of insurance claims and/or sending medical records;
4. Injuries due to any intentional act, including organized dog fighting, that involves you or a member of your household;
5. Boarding and transport expenses, including ambulance transportation;
6. Complications of or diagnostic tests, treatments, therapies, and/or medications related to Injuries not covered or restricted by this policy;
7. Bedding, housing, crates, cages, ramps, bowls, feeding, exercise, pet foods, supplements, grooming, nail trims, toys, clothes, leashes, collars, bio-hazardous waste fees, and treats;
8. Any Accidental Injury resulting from activities related to training for or participating in racing, including track or sled racing;
9. Any Accidental Injury with respect to which the Policyholder was advised by a Veterinarian to take preventive measures, and did not meet the terms;
10. Alternative and Holistic Treatments;
11. Chiropractic care and acupuncture;
12. Experimental therapies and medications, including any therapy for which there are no published articles in peer-reviewed journals for the indicated Accidental Injury;

13. Injuries arising from a repetitive and specific behavior, if the same or a similar behavior occurred two times within 18 months prior to the treatment date, whether before or after the Policy Effective Date;

14. Cremation and burial;

15. Losses that arise from a nuclear reaction, radiation, radioactive contamination, or the discharge of a nuclear device or a chemical, biological, biochemical, or electromagnetic weapon, device, agent, or material, whether controlled or uncontrolled, accidental or otherwise; or

16. Losses that arise from war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, strikes, riots, or civil commotion.



SAMPLE

SECTION 7

Understanding your Pet's policy is important. Please take a few moments to review some key definitions that are capitalized throughout this policy and helpful in explaining your policy's details.

Definitions

The words below are used throughout this policy and have the following definitions:

- A. ACCIDENTAL INJURY ("INJURY"):** Means an unforeseen, unexpected event that results in physical injury to your Pet(s).
- B. ACTUAL COST OF VETERINARY TREATMENT:** The standard fees/costs that the treating Veterinarian would charge for Injuries, regardless of whether that customer has insurance coverage.
- C. ALTERNATIVE AND HOLISTIC TREATMENT:** Includes, but is not limited to, homeopathy, osteopathy, herbal remedies, aromatherapy, kinesiology, reiki, reflexology, prolotherapy, ozone therapy, acupoint, acupressure, aquapuncture, massage, neoplasene, alpha-stim, stem cell, shockwave, electromagnetic therapy, and Pulsed Electromagnetic Field Therapy (PEMF).
- D. ANNUAL:** For the purposes of this Policy, all Annual Policy Limits and Deductibles are calculated by adding 12 months to your Policy Effective Date, thereby calculating your Policy Renewal Date which is shown on your declarations page. Your policy then utilizes these limits on a year to year basis using the period between the Policy Effective Date and the Policy Renewal Date, or from one Policy Renewal Date to the next Policy Renewal Date. The Annual Policy Limits and Deductibles reset to the amounts shown on your policy declarations page after each Policy Renewal Date.
- E. ANNUAL POLICY LIMIT:** The maximum amount that the policy will pay in any Annual term.
- F. BEHAVIORAL CONDITION:** those maladies of a Pet's behavior that require treatment due to self-injury, property damage or other negative outcomes. This includes but is not limited to pica, anxiety, aggression, obsessive compulsive disorder, stress, fear, Coprophagia, psychogenic water consumption, phobias, inappropriate urination and hyperesthesia.
- G. CO-INSURANCE:** This term applies to both parties as described on your declarations page. The larger percentage represents our portion of the Actual Cost of Veterinary Treatment that is paid for any eligible Accidental Injury before the application of your chosen Deductible.
- H. COMPANY:** The underwriter for this policy.
- I. CRUCIATE LIGAMENT EVENT:** Any strain, sprain, rupture, tear, or degeneration of any cruciate ligament in the knee of your Pet.

J. DEDUCTIBLE: The Annual amount you pay out-of-pocket for the Actual Cost of Veterinary Treatment for any eligible Accidental Injury after the application of your selected Co-Insurance amount.

K. PET: The domestic cat or dog listed on the policy declarations page owned by and residing with you for companionship or as a service dog and not owned for commercial reasons.

L. POLICY RENEWAL DATE: The date that falls exactly 12 months after your Policy Effective Date, and every 12 months thereafter.

M. POLICY EFFECTIVE DATE: The date your policy is placed in force. Generally 12:01 AM the day after purchase, unless enrolling through an employer group, using payroll deduction, or you requested a future date for your policy to be effective.

N. PRE-EXISTING INJURY: Any Injury for which a Veterinarian provided medical advice, the Pet received treatment for, or the Pet displayed signs or symptoms consistent with the stated Injury prior to the effective date of a Pet insurance policy [Policy Effective Date] or during any Waiting Period.

O. VETERINARIAN: An individual who holds a valid license to practice veterinary medicine from the Veterinary Medical Board or other appropriate licensing entity in the jurisdiction in which he or she practices.

P. VETERINARY TREATMENT: Diagnostic tests, surgeries, medications, orthotic devices, prosthetic devices, casts, nursing, and other care proven and accepted as forms of treatment for the indicated Accidental Injury.

Q. WAITING PERIOD: The period of time specified in a pet insurance policy that is required to transpire before some or all of the coverage in the policy can begin.



8

SECTION 8

Notice

Any written notice to us may be delivered to:

Pets Best Insurance Services, LLC
965 Keller Road
Altamonte Springs, FL 32714

IN WITNESS WHERE OF, the Company has executed and
attested these presents.



Tim Graff, President



Louis Chames, Secretary





NEW YORK AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP IT WITH YOUR POLICY.

This endorsement, which is attached to and made a part of the policy, modifies insurance provided under the following:

PBI Pet Health Insurance Policy

1. Paragraph A. of section **3. GENERAL CONDITIONS OF COVERAGE** is added by the following:
 - A. Your Pet's premium is payable as described on your policy declarations page. The policy term is for three years subject to annual premium adjustments and will renew automatically at the end of the 3-year term as long as all premium payments are current.
 - 1) During the first sixty days your policy is in effect, no notice of cancellation shall be issued or be effective unless it states or is accompanied by a statement of the specific reason or reasons for such cancellation.
 - 2) After your policy has been in effect for sixty days, or upon the effective date if the policy is a renewal, no notice of cancellation shall be issued to become effective unless required pursuant to a program approved by the superintendent as necessary because a continuation of the present premium volume would be hazardous to the interests of our policyholders, creditors or the public, or unless it is based on one or more of the following:
 - a. Nonpayment of premium, as defined below provided, however, that a notice of cancellation on this ground will inform you of the amount due;
"Nonpayment of premium" means your failure to discharge any obligation in connection with the payment of premiums on a policy of insurance or any installment of such premium, whether the premium is payable directly to us or our agent, or indirectly under any premium finance plan or extension of credit. Payment to us, or to an agent or broker authorized to receive such payment, shall be timely, if made within fifteen days after we mail you a notice of cancellation for nonpayment of premium.
 - b. Conviction of a crime arising out of acts increasing the hazard insured against;
 - c. Discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;
 - d. Discovery of willful or reckless acts or omissions increasing the hazard insured against; or
 - e. A determination by the superintendent that the continuation of the policy would violate or would place us in violation of state laws.
 - 3) The provisions of this cancellation section shall apply to each and every coverage or limit afforded under the policy.

- 4) Unless we, at least forty-five but not more than sixty days in advance of the end of the policy period, mail or deliver to you at the address shown in the policy, a written notice of our intention not to renew a covered policy, or to condition its renewal upon change of limits or elimination of any coverage, you shall be entitled to renew the policy upon timely payment of the premium billed to you for the renewal.
- 5) The specific reason or reasons for nonrenewal or conditioned renewal shall be stated in or shall accompany the notice. This paragraph does not apply when you, or an authorized agent, have mailed or delivered written notice to us that the policy has been replaced or no longer desired.
- 6) If we have the right to cancel your policy we may, in lieu of cancellation, condition continuation of such policy upon change of limits or elimination of any coverage not required by law, if written notice of such intention is mailed or delivered to you at the address shown in the policy at least twenty days prior to the effective date of such action.
- 7) We, at our discretion, in lieu of renewing the policy in the form as last issued, substitute at the annual renewal date another approved policy form which contains at least substantially equivalent value in the aggregate of benefits, as determined by the superintendent. Notice of intention to substitute a different policy form on a renewal shall be made in the same manner as is prescribed in paragraph one of this subsection for a conditioned renewal. Notice of intention to substitute a different policy form will be accompanied by a full and clear comparison of the differences between the policy form as last issued and the substitute policy form.
- 8) No notice of nonrenewal or conditional renewal of your policy shall be issued to become effective during the required policy period unless it is based upon a ground for which the policy could have been canceled.
- 9) Proof of mailing of a notice of cancellation, reduction of limits, substitution of policy form, elimination of coverage, conditioned renewal or of intention not to renew, or proof of the mailing of the reasons therefor, to the named insured at the address shown in the policy, shall be sufficient proof of the giving of notice and the giving of reasons required by this section.
- 10) No notice of cancellation, reduction of limits, substitution of policy form, elimination of coverage, conditioned renewal or of intention not to renew, or notice of the reasons therefor, that fails to include a required provision shall be an effective notice.
- 11) A copy of every notice of cancellation, reduction of limits, substitution of policy form, elimination of coverage, conditioned renewal or of intention not to renew, including the reasons therefor, or a summary of such notice, shall be mailed, delivered or transmitted to your authorized agent or broker within seven days of the time such notice is mailed to you. Electronic transmission or any other means of delivery or transmission of information commonly used by us to communicate with agents or brokers is sufficient notice.



12) Failure to mail, deliver or transmit a copy of such notice to your authorized agent or broker pursuant to this paragraph shall not render any such notice ineffective, provided that all of the other requirements are met.

2. Paragraph J. of section **3. GENERAL CONDITIONS OF COVERAGE** is deleted in its entirety.
3. Paragraph K. of section **3. GENERAL CONDITIONS OF COVERAGE** is deleted in its entirety and replaced by:
 - K. Insurance fraud unfairly increases premiums for all policyholders. If any policyholder provides false, misleading, and/or dishonest information, we may not pay the claim, and may be required by law to report it to governmental authorities.
4. Paragraph 13. of section **6. WHAT ISN'T COVERED, C. OTHER EXCLUSIONS** is deleted in its entirety.
5. Paragraph 15. of section **6. WHAT ISN'T COVERED, C. OTHER EXCLUSIONS** is deleted in its entirety.
6. Paragraph L. of section **10. DEFINITIONS** is deleted in its entirety and replaced by the following:
 - L. **POLICY ANNIVERSARY DATE:** The date that falls exactly 12 months after your Policy Effective Date, and every 12 months thereafter. This date is used as described in Paragraph A to calculate annual premium, but does not change the three-year policy term of your coverage.

All other terms and conditions of the policy remain the same.