



## Accident Policy 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. 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. **Annual Limit** is the maximum amount **We** will reimburse **You** for all **Covered Expenses** during a **Policy** year. **Your Annual Limit** is shown on the **Declarations Page**.
- c. **Behavioral Problems** means a **Pet** exhibiting abnormal responses to stimuli, not caused by an underlying medical condition, including but not limited to, aggression, anxiety and destructive and/or compulsive behavior.
- d. **Bilateral Condition** is a condition or disease that affects both sides of the body (examples: cruciate ligament and lameness).
- e. **Coinsurance** is **Your** portion of **Covered Expenses** after the **Deductible** is met. **Your Coinsurance** amount is shown on the **Declarations Page**.
- f. **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**.
- g. **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**.
- h. **Declarations Page** is the page sent to **You** with specific information about the **Policy** regarding **Policy** period, coverages, limits of liability and premiums.
- i. **Deductible** is the annual amount that must be paid for each **Pet** before **We** will pay a claim for **Covered Expenses**.
- j. **Illness** means physical disease, sickness, infection, condition or ailment which is not caused by **Injury**.
- k. **Incident** means a specifically identifiable **Injury**. **Incident** may include multiple diagnosis when they are secondary or related. If an **Incident** is recurring/chronic it is considered one **Incident**.
- l. **Injury** means physical damage caused by an **Accident**.
- m. **Medically Necessary** means medical services, supplies or care provided to treat covered **Pet(s)** 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)**.
- n. **Medical Waste Fees** mean the charges associated with the disposal of medical waste, surgical or chemotherapeutical waste.
- o. **Onset** means the beginning or first appearance of the signs or **Symptoms** of an **Injury**.
- p. **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**. **Your Per Incident limit** is shown on the **Declarations Page**.
- q. **Pet(s)** refers to the animal(s) listed on the **Declarations Page**.
- r. **Pet Ambulance** means a **Pet** medical transportation service vehicle equipped with stretchers, hydraulic tables, oxygen and a driver and/or veterinary technician.
- s. **Pet Original Start Date** means the effective date when the **Pet** was first covered by a **Policy** administered by **Us** or **Our** authorized administrator, unless otherwise stated on the **Declarations Page**.
- t. **Policy** means the terms and conditions and most recent **Declarations Page** which includes any forms and endorsements that apply.
- u. **Pre-existing Condition** means any **Injury** which occurred, reoccurred, existed or showed **Symptoms**, whether or not diagnosed by a **Veterinarian**, prior to the **Pet Original Start Date**, **Coverage Period** or during the **Waiting Period**.
- v. **Prescription Medication** means any medicine that is dispensed only with a written prescription from a **Veterinarian**.
- w. **Preventive Care** means **Treatment** intended for the prevention of an **Injury**.
- x. **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.
- y. **Symptoms** means the first departure from normal function or feeling which is noticed by **You** or **Your Veterinarian**, reflecting the presence of an **Injury**

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- z. **Treatment** means any test, x-rays, medication, surgery, hospitalization, nursing and care provided or prescribed by a **Veterinarian**.
- aa. **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.
- bb. **Waiting Period** means a period of time specified in the **Policy** that must pass before some or all of the coverage begins. The **Waiting Period** applies to the **Pet Original Start Date** 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**.
- cc. **We/Us/Our** (also **Insurer**) means the company providing the insurance.
- dd. **You/Your** (also **Policyholder**) means the person named in the **Declarations Page**.

### 3. What is Covered

After satisfying the annual **Deductible** indicated on the **Declarations Page**, **We** will reimburse **You** in accordance with **Your** plan, less any limitations and exclusions, the amount after **Coinsurance** for eligible **Covered Expenses** that are **Medically Necessary** to treat or diagnose a current covered **Incident** showing **Symptoms** during the **Policy** period but after the **Waiting Period**, including but not limited to:

- a. Laboratory tests, x-rays, ultrasound, MRI and CT scans;
- b. Surgery;
- c. Hospitalization;
- d. **Prescription Medication** that is prescribed by a **Veterinarian**;
- e. Extractions to permanent broken teeth due to an **Accident**;
- f. Hydrotherapy and Physical Therapy;
- g. Emergency ground **Pet Ambulance** transportation up to the maximum benefit for this coverage as specified on the **Declarations Page**; and
- h. Euthanasia (when advised by a **Veterinarian** to alleviate suffering).

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Regardless of the number of claims made during the period of insurance, **Our** total liability of insurance for each **Pet** for all **Covered Expenses** will not exceed the amount shown on the **Declarations Page** under the Annual Maximum, subject to **Coinsurance** and **Deductible** requirements and **Per Incident Limits**

### 4. Waiting Periods for Coverage

There is a two (2) day **Waiting Period** per **Pet** before **We** will cover an **Accident**.

**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. **Illness** regardless of cause.
- b. **Pre-existing Conditions** including, but not limited to:
  - i. **Bilateral Condition**, presenting on one side of the body. For example, a cruciate tear in the left leg that showed **Symptoms** prior to the **Coverage Period** or during a **Waiting Period**, a subsequent cruciate tear in the right leg will be considered **Pre-existing**.
- c. Physical examination; including costs and/or fees for telephone consultation unless you purchase Optional Exam Care Coverage;
- d. **Treatments** or diagnostics of an **Injury** or service excluded by the **Policy** as well as secondary complications from such excluded **Injury** or service.
- e. Intentional, neglectful or preventable acts caused by **You**, a member of **Your** household, or any other person that has care, custody, or control of **Your Pet(s)**, that result in **Injury to Your Pet(s)**.
- f. Elective cosmetic, grooming, bathing and nail clipping, including any **Injury** that results from these services.
- g. Fees to diagnose or treat any **Injury** related to breeding, pregnancy, whelping and nursing.
- h. Any conditions related to teeth (except **Medically Necessary** extractions for permanent broken teeth due to an **Accident**). The cost of dental cleaning unless **You** purchase Optional Wellness - Prime Coverage.
- i. **Preventive Care** including, but not limited to, wellness exams, preventative **Treatment**, diagnostic procedures, vaccinations,



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- flea control and other parasite prevention, unless you purchase Optional Wellness - Basic/Wellness - Prime Coverage.
- j. Spaying or neutering (including preventative sterilization surgery, such as for **Treatment** for cryptorchidism, chimerism or chromosomal abnormalities), unless you purchase Optional Wellness - Prime Coverage.
  - k. All diets, **Pet** food, whether prescribed or not.
  - l. More than one **Injury** for the life of a **Pet** 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** to **Your Pet(s)**. Examples include, but are not limited to: foreign body ingestion, dog fights and toxin ingestion.
  - m. Internal or external parasites, and any secondary **Injury** that may arise, including, but not limited to, fleas, ticks, giardia, heartworms and roundworms.
  - n. Air ambulance and non-emergency **Pet Ambulance** transportation.
  - o. Experimental, investigational **Treatment**, organ and tissue transplants or prosthesis.
  - p. Sales tax, medical waste, veterinary administrative, shipping and postage fees.
  - q. The cost of disposing of the remains of **Your Pet(s)** unless **You** have purchase the Optional Final Respects Care Coverage.
  - r. Cost of **Treatment** for any **Injury** arising from **Your** decision to not follow **Your Veterinarian's** advice.
  - s. House calls, travel time, boarding and/or transportation.
  - t. **Treatment** or diagnostics related to **Behavioral Problems**.
  - u. Conditions resulting from activities related to training or participating in track or sled racing, guard security, law enforcement (unless authorized in advance by **Us**), working or organized fighting.
  - v. **Injury** caused 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; k) chemical, biological, biochemical or electromagnetic weapon; l) acts of foreign enemies; m) strikes; n) riots; o) civil commotion; p) epidemic; or q) avian or swine influenza or any mutant variation.
  - w. Luxating Patella and Cruciate Ligament conditions, this includes any associated meniscal **Injuries** or another condition secondary to cruciate ligament **Injury**, tear or rupture.
  - x. Necropsy unless you purchase Optional Final Respects Care Coverage.

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### 6. Optional Coverages

If chosen by **You**, and shown as applicable on the **Declarations Page**, the following optional coverages apply separately to each **Pet** per **Policy** year.

Wellness - Basic/Wellness - Prime

**We** will reimburse **You**, if shown on the **Declarations Page**, for the **Preventive Care** listed below that **Your Pet(s)** receives from a licensed **Veterinarian** during the **Policy** period. Benefits will not exceed the maximum benefits shown below. **Coinsurance** and **Deductible** requirements do not apply to wellness benefits.

**Our** total liability of each **Pet** for each **Policy** Year is shown in the Maximum Allowable Limits per **Policy** year.

#### Benefit Schedule

Preventive Benefit	Maximum Allowable Limits	
	Wellness - Basic	Wellness - Prime
Spay/Neuter or Teeth Cleaning	\$0	\$150
Rabies Vaccine	\$15	\$15
Flea/Tick Prevention	\$50	\$65
Heartworm Prevention	\$30	\$30
Vaccination/Titer	\$30	\$40
Wellness Exam	\$50	\$50
Heartworm test or FELV screen	\$25	\$30
Blood, fecal, parasite exam	\$50	\$70
Microchip	\$20	\$40
Urinalysis or ERD	\$15	\$25
Deworming	\$20	\$20

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#### Final Respects Care Coverage

**We** will reimburse **You**, if shown on the **Declarations Page**, for the cost of final expenses for necropsy, cremation and urns upon the death of each **Pet** covered for such costs incurred after the **Waiting Period** and during the **Coverage Period** up to a maximum benefit of \$300 subject to the Annual Maximum amount. **Coinsurance** and **Deductible** provisions do not apply to Final Respects Care Coverage.

#### Exam Care Coverage

**We** will reimburse **You**, if shown on the **Declarations Page**, for the **Covered Expenses** that occur during the **Coverage Period** subject to **Policy** limits and exclusion including, but not limited to, **Coinsurance**, **Deductible** and **Annual Limit** for Physical examination; including costs and/or fees for telephone consultation; to diagnose a current covered **Injury**. This endorsement does not provide coverage for annual wellness office exams.

### 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. **We** will not insure **Your Pet** under more than one **Pet** insurance **Policy** with **Us** during any **Policy** period. If **We** find that an insured has more than one such **Policy** with **Us**, coverage will be provided under the **Policy** that has been in force for the longer period of time.
- d. **Your Pet(s)** must receive an annual physical exam, as well as all prescribed vaccines as advised by **Your Veterinarian**.



- e. **You** must follow and carry out the **Veterinarian's** advice and show reasonable care to protect the **Pet(s)** from harm. The examining **Veterinarian** for the purposes of medical information cannot be **You** or a member of **Your** immediate family.
- f. **You** are the owner of **Your Pet(s)**.
- g. Coverage for **Your Pet(s)** will cease if ownership is changed.
- h. 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.
- i. Authorized representatives must be added by the **Policyholder**. Any authorized representative may cancel or change the **Policy**. The action of any authorized representative will be binding.
- j. Continuing coverage for a covered **Incident** from a preceding **Policy** is subject to the terms and conditions of this **Policy**.
- 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.
- 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 notice from **You** before the renewal date. Premiums may increase at renewal for: **Pet** age, veterinary cost inflation, actuarial changes, address changes, Annual Maximum 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**.

## 8. Cancellation and Nonrenewal

- a. **You** may cancel this **Policy** at any time by providing to **Us** advance 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. Sixty (60) days if the **Policy** has been in effect less than sixty days.
  - ii. Thirty (30) days if the **Policy** has been in effect more than (60) days.
- c. **Policy** cancellation is allowed only for the following reasons:
  - i. Fraud.
  - ii. Increase in hazard.
  - iii. Failure to comply with loss control recommendations.
  - iv. Increase in risk
  - v. Continuation would endanger the solvency of the insurer.
  - vi. Breach of **Policy** terms by the insured; or
  - vii. Other reasons approved by the commissioner of insurance.
- 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 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 sixty (60) days or as applicable by state law prior to the expiration date of **Your Policy**. The nonrenewal notice will include **Your** loss runs for the period the **Policy** has been in force but will not exceed the last three (3) years of coverage.
- 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.
- i. **We** will automatically renew **Your Policy** at expiration unless **You** are otherwise notified of a nonrenewal.
- j. **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.
- 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.
- 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 with **Us**, as soon as practicable.



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- 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)** 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), or as soon as reasonably practicable, 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. 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, all pending and future benefits under the **Policy** will be lost with respect to the **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 Louisiana unless the laws of the state of the insured dictate otherwise. The arbitration is voluntary and non-binding.
- i. **You** must cooperate with **Us** in the investigation or settlement of any claim.
- j. Any **Injury** where a final diagnosis has not been made will be pending as ineligible until **We** receive written documentation from **Your Veterinarian** with the definitive diagnosis.

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**Send Correspondence to:**

Toto Pet Insurance c/o PetPartners  
P.O. Box 37849  
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The Company has caused this **Policy** to be executed, attested and countersigned by an authorized representative of the Company.

David Kettig  
President

Loan Nisser  
Secretary