Pets Best

# Accident Only Policy Form

Sample

**Administered by Pets Best Insurance Services, LLC**
11333 N. Scottsdale Rd. #160
Scottsdale, AZ 85254
877-738-7237 | www.PetsBest.com

**Underwritten by Independence American Insurance Company**
11333 N. Scottsdale Rd., Ste. 160
Scottsdale, AZ 85254

# Your Policy Explained

This pet health 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 this 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 Insurances Services, LLC (Pets Best) which handles many of the administrative processes for this insurance on behalf of the underwriter. The word "company" refers to Independence American Insurance Company.

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# 1 Your insurance agreement

**A.** Coverage. The company is pleased to provide the insurance described in this policy subject to the terms and conditions of this policy. The company provides coverage to you for the Pet described on the policy declarations page for Veterinary Expenses 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 Policy Limit.

**B.** New policyholder trial period. 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.

# 2 Understanding your policy benefits

**A.** Policy description

1. Annual Policy Limit: $10,000
2. Co-insurance (us/you): 90%/10%
3. Annual Deductible: $250

# 3 Paying premiums

**A.** Payment of premiums. Premium is payable as described on your policy declarations page. The successful payment of your premiums constitutes your acceptance of all terms and conditions contained in this policy. This policy will remain in force until cancelled and will renew automatically every year as long as your premium payments are current.

**B.** Failure to pay premiums. 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 15 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 on which your premiums were paid.

**C.** Policy reinstatement. 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.

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# 4 Understanding your coverage

**A.** What is covered.

**1.** Accidental injuries. This policy only provides coverage for the Treatment of accidental injuries. An accidental Injury:

**a.** Must result from an unforeseen cause beyond the control of the policyholder.

**b.** Must be something which is capable of being assigned to a particular date, and which is in the popular and ordinary sense an accident.

**2.** 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 prior to the Policy Effective Date or the expiration of any Waiting Period.

**B.** What isn't covered.

**1.** Claims not associated with an accidental Injury.

**2.** Undiagnosed injuries. Undiagnosed injuries are not eligible for coverage until an affirmative diagnosis has been made of an accidental Injury.

**3.** Pre-existing Conditions. This policy provides no coverage for Pre-existing injuries, even if Treatment takes place while coverage is otherwise in effect.

**4.** Cruciate Ligament Events. We do not cover the costs, fees, or expenses associated with Cruciate Ligament Events.

**5.** Intervertebral Disc Conditions. We do not cover the costs, fees, or expenses associated with Intervertebral Disc Conditions.

**6.** Illnesses and diseases: Neither infectious bacterial or viral disease, parasitic infection, metabolic disorder, cancer, Behavioral Condition, or degenerative disease or process will qualify as an accidental Injury for the purpose of this policy.

**7.** Waiting Periods.

**a.** This policy has a three-day Waiting Period from the Policy Effective Date before coverage is available for eligible accidental injuries.

**b.** Once met, these Waiting Periods are waived for continuous, uninterrupted policy renewals, including, at our discretion, uninterrupted policy renewals from other pet insurance providers.

**C.** Other exclusions. We do not cover the costs, fees, or expenses associated with:

**1.** Alternative or Holistic Treatments.

**2.** Experimental therapies and medications, including any therapy for which there are no published articles in peer-reviewed journals for the indicated accidental Injury.

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3. Any Condition resulting from activities related to training for or participating in racing, including track or sled racing.
4. Any accident, Condition, or Cruciate Ligament Event with respect to which the policyholder was advised by a Veterinarian to take Preventative measures, and did not meet the terms.
5. 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.
6. Injuries due to any intentional act, including organized dog fighting, that involves you or a member of your household.
7. Complications from diagnostic tests, Treatments, therapies, and/or medications related to injuries not covered or restricted by this policy.
8. Any prescription or over-the-counter medications that are not included in our formulary of covered medications.
9. Administrative charges including fees for processing insurance claims and/or sending medical records, bank, credit card, or administrative fees, mailing and shipping fees, bio-hazardous waste fees, and additional pandemic-related surcharges.
10. Transport expenses, including ambulance transportation.
11. Bedding, boarding, bowls, cages, clothes, collars, crates, day care, exercise, feeding, grooming, housing, leashes, mailing fees, nail trims, pet foods (including prescription pet foods), ramps, shipping, supplements, treats, and toys.
12. Cremation, burial, and any other after-life procedures or care.
13. No coverage is provided for Veterinarian Expenses when the Veterinarian is the policyholder.
14. Losses that arise from epidemics or pandemics as declared by the appropriate governmental body (e.g., U.S. Department of Agriculture).
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.
16. Losses that arise from war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, strikes, riots, or civil commotion.

**D.** Factors that could impact coverage:

1. Treatment providers. Pet Treatment must be provided by a Veterinarian or a staff member acting under the direct supervision of a Veterinarian.
2. Treatment locations. Coverage under this policy is for Treatments that were provided while the Pet was in the United States of America, Canada, or any region under U.S.

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Government control, such as territories or military installations/bases in foreign countries.

3. Treatment timing. No coverage is provided for any Treatment costs or losses incurred during times your policy is not in force.
4. Excess insurance limitation. If in the course of adjudicating a claim we find that the Pet has coverage provided under any other insurance policy, we shall only be liable for the excess of Veterinarian Expenses not covered by the other insurance and otherwise eligible under this policy. If the Pet is insured under multiple pet insurance policies, the policy with the earlier effective date shall be considered primary.
5. Policy transferability. This policy is not transferrable to another pet.
6. Reasonable protection and maintenance. You must protect your Pet from aggravation or recurrence of any accidental Injury after it occurs.
7. Insurance fraud. 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.

## 5 Submitting a claim

**A.** Submitting a claim. 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. Alternatively, 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.** Timing. You must submit a complete claim form and supporting paid invoice(s) within 180 days of the Treatment date.

**C.** Cooperation. You must cooperate with us in the investigation or settlement of any claim.

**D.** Medical histories/records. 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 histories/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 documentation related to your Pet, including medical histories/records and billing information.
3. You authorize any and all veterinary clinics or hospitals to release to us all available documentation related to your Pet, including medical histories/records and billing information.

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

**E.** Phone notification. We will not guarantee over the phone if we cover a claim.

**F.** Claim payments made in error. 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 claim.

## 6 Calculating your reimbursement

**A.** Reimbursement. You are financially responsible to your Veterinarian for the payment of all fees and costs. You will be reimbursed for covered Treatment expenses after your Co-insurance has been applied and your Deductible has been met, up to the Annual Policy Limit.

**B.** Your financial obligation. You pay:

1. Your Co-insurance, Deductible, and any amount that exceeds the Annual Policy Limit
2. The costs of office visits/examination fees and take-home prescription medications
3. Any costs not covered by this policy
4. Taxes. Different states have different policies regarding reimbursement for taxes. Please contact us if you have questions regarding the policy of your state.

**C.** Office visits and examinations.

**D.** Proration of costs. Unless a cost breakdown is provided on the invoice, we will prorate costs among covered and non-covered items.

**E.** Veterinarian discounts. Veterinarian discounts, coupons, packages, and other means of reducing your "out of pocket" costs and will not be reimbursed. Discounts will be applied on a prorated basis to each relevant line item on the invoice, including covered and non-covered costs.

**F.** Invoice data elements required for successful reimbursement. When submitting an invoice for reimbursement, please ensure the following data elements are included on the invoice: Pet name, all service/Treatment line items, subtotal, tax, total, total paid, and payment method. If you are uploading an invoice through your customer account, please ensure that you capture a clear image of the invoice and all other supporting documents.

**G.** Indemnity. We will not make payments for claims if you are entitled to indemnity under any other insurance, except for (i) any additional sum that is payable over and above such other insurance; or (ii) any contribution that we are obliged to make by law.

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**H.** Example of reimbursement calculation:

| **Example** - $0 has been applied to the deductible | |
|---|---|
| **Total amount on the Invoice**<br>(less) Ineligible charges (See Section 4.B) | **$2,000**<br>- $100 |
| **Charges eligible for reimbursement**<br>(x) Co-insurance (you pay 10%; we pay 90%) | **= $1,900**<br>x 90% |
| **Subtotal before deductible**<br>(less) Deductible ($250) | **= $1,710**<br>- $250 |
| **Reimbursement amount** | **= $1,460** |

## 7 Settling a dispute

**A.** Appeal process. 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 disagree with the outcome of the appeal, you can request an additional review by an independent third-party Veterinarian (ITPV). We select ITPV's based on their ability to render opinions on complex and nuanced medical Conditions. ITPV's have no other relationship or affiliation with us. The decision of the ITPV is final and binding on us. Disagreements regarding direct policy exclusions, timing of coverage, and policy wording interpretations are not for ITPV review.

**B.** Arbitration. 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.

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## 8 Cancelling your policy

**A.** Cancellation notification. You may cancel your policy on your Customer Account at www.PetsBest.com/customerportal, by calling our Customer Care center, or notifying us in writing via mail, fax, or email.

**B.** Return of unearned premium. Any unearned collected premium will be refunded pro rata upon policy cancellation.

## 9 Other policy terms

**A.** 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.

**B.** 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.

**C.** De minimis gifts. From time to time, You may receive promotional offers, including but not limited to gift cards, gift certificates, coupons, or other merchandise. The maximum value of any promotional item will not exceed $25.

## 10 Definitions

**A.** Accident - An unforeseen, unexpected event that results in physical injury to the Pet. Undiagnosed injuries are not eligible for Accident coverage. In order for an Accident claim to be paid, we need documentation of a diagnosis from a Veterinarian that demonstrates the Condition definitively resulted from an Accident.

**B.** 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, Pulsed Electromagnetic Field Therapy (PEMF), Assisi Loop, Platelet Rich Plasma (PRP), and E-Stim.

**C.** 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

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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.

**D.** Annual Policy Limit – The maximum amount that the policy will pay in any Annual term.

**E.** 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.

**F.** 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 Accident or Injury before the application of your chosen Deductible.

**G.** Condition – Any eligible disease, disorder, sickness, Illness, Injury, abnormality, and/or syndrome displayed by your Pet.

**H.** Cruciate Ligament Event – Any strain, sprain, rupture, tear, or degeneration of any cruciate ligament in the knee of your Pet. Cruciate ligament events are always considered medical Conditions, as opposed to a Condition caused by an Accident or injury.

**I.** Deductible – The Annual amount you pay out-of-pocket for the cost of veterinary Treatment for any eligible Condition after the application of your selected Co-insurance amount.

**J.** Illness – Sickness, disease, and any change to your Pet's normal healthy state not caused by an Accident.

**K.** Injury - Physical harm or damage to your Pet caused by an Accident.

**L.** Intervertebral Disc Condition – Any disc Condition, including but not limited to, disc herniation, disc rupture, slipped disc, disc prolapse, disc extrusion, disc protrusion, disc calcification, disc disease, wobblers, lumbosacral stenosis, and cauda equina syndrome. Intervertebral Disc Conditions are always considered medical Conditions, as opposed to a Condition caused by an Accident or Injury.

**M.** 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.

**N.** Pet Insurance - A property insurance policy that provides coverage for Accidents and Illnesses of pets.

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**O.** Policy Anniversary Date – The date that falls exactly 12 months after your Policy Effective Date, and every 12 months thereafter.

**P.** Policy Effective Date – The date your policy is placed in force, which is generally at 12:01 AM the day after purchase, unless the policyholder enrolled through an employer group using payroll deduction or the policyholder requested a future date for the policy to become effective.

**Q.** Policy Renewal Date – The date that falls exactly 12 months after the Policy Effective Date and every 12 months thereafter.

**R.** Pre-existing Condition – Any Condition for which any of the following are true prior to the Policy Effective Date or during any Waiting Period: (1) a Veterinarian provided medical advice; (2) the Pet received previous Treatment; or (3) based on information from verifiable sources, the Pet had signs or symptoms directly related to the Condition for which a claim is being made. A Condition for which coverage is afforded on a policy cannot be considered a Pre-existing Condition on any renewal of the policy.

**S.** Present – A Condition is considered to be present if the Pet is displaying signs or symptoms that were observable or reasonably known to be present by you or your Veterinarian, including those Conditions in remission or controlled by medication, whether or not the Condition is noted in your Pet's medical records.

**T.** Preventative Care – Any Treatment, service, or procedure for the purpose of prevention of Injury or Illness or for the promotion of general health.

**U.** Treatment – Diagnostic tests, surgeries, medications, orthotic devices, prosthetic devices, carts, nursing, and other care proven and accepted as forms of Treatment for the indicated Accident or Injury.

**V.** Veterinarian – An individual who holds a valid license to practice veterinary medicine from the appropriate licensing entity in the jurisdiction in which he or she practices.

**W.** Veterinary Expenses – The costs associated with medical advice, diagnosis, care, or Treatment provided by a Veterinarian or under the direct supervision of a Veterinarian, including, but not limited to, the cost of drugs prescribed by a Veterinarian. Veterinary Expenses will only be covered if the Veterinarian is located in the United States of America, Canada, or any region under U.S. Government control, such as territories or military installations/bases in foreign countries.

**X.** 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. Waiting periods may not be applied to renewals of existing coverage.

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# 11 Notice

Any written notice to us may be delivered to:

Pets Best Insurance Services, LLC
1200 William St., PO Box 2490
Buffalo, NY 14240

IN WITNESS WHERE OF, Independence American Insurance Company has executed and attested these presents.

**Gary Levenbach, President**

**Sammi-Jo Nevin, Secretary**

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# *INDEPENDENCE AMERICAN INSURANCE COMPANY*

*11333 N. Scottsdale Rd. Ste. 160, Scottsdale, AZ 85254*

**AMENDATORY ENDORSEMENT**

Notwithstanding anything in your Policy to the contrary, it is hereby understood and agreed that your Policy to which this Amendatory Endorsement is attached is amended as follows:

A. The following warning has been added:

> WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

B. Section 4.D.7. Insurance fraud is replaced with the following:

> 7. 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 rescind that policy, and may be required by law to report it to governmental authorities.

C. Section 10.Q. **Policy Renewal Date** has been revised to read as follows:

> Q. Policy Renewal Date – The date that falls exactly 12 months after the Policy Effective Date and every 12 months thereafter. All dates and times are as of 12:01 a.m. standard time.

This Amendatory Endorsement is endorsed and made part of the Policy to which it is attached as of your Policy Effective Date. This Endorsement terminates concurrently with the date your coverage under the Policy ends.

This Amendatory Endorsement is subject to all provisions of the Policy which are not in conflict with the provisions of this Endorsement. Nothing in this Endorsement will be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements, or limitations of the Policy other than stated above.

IN WITNESS WHEREOF, the Insurance Company has caused this Endorsement to be signed by its President.

**INDEPENDENCE AMERICAN INSURANCE COMPANY**

President

Sample

# *INDEPENDENCE AMERICAN INSURANCE COMPANY*

*11333 N. Scottsdale Rd. Ste. 160, Scottsdale, AZ 85254*

## AMENDATORY ENDORSEMENT

Notwithstanding anything in your Policy to the contrary, it is hereby understood and agreed that your Policy to which this Amendatory Endorsement is attached is amended as follows:

Section 9 **Other policy terms** has been revised to add the following:

**D. Special Promotions for Partner Referrals:** From time to time, the insurance agent or producer may advertise special promotions or offer the Policyholder free gifts, such as rewards and incentives of nominal value, for customer referrals or if the Policyholder recommends a person to Us that purchases a Policy. Such special promotions will be offered in compliance with any applicable laws.

**E. Partner Promotional Items:** From time to time, the insurance agent or producer may offer certain promotional items to show customer appreciation. Such promotional items include, but are not limited to: discounts, gift cards, coupons, gift certificates, related services, or items of merchandise, including a promotional item at the time of the policy purchase. Such promotional items will be offered in compliance with any applicable laws.

**F. Partner Value-Added Services:** From time to time, the insurance agent or producer may offer value-added benefits or services relating directly to this coverage that may assist in the servicing of the Policy, mitigate loss, or provide loss control that aligns with the risks of this Policy. Such benefits or services will be offered in compliance with any applicable laws.

This Amendatory Endorsement is endorsed and made part of the Policy to which it is attached as of your Policy Effective Date. This Endorsement terminates concurrently with the date your coverage under the Policy ends.

This Amendatory Endorsement is subject to all provisions of the Policy which are not in conflict with the provisions of this Endorsement. Nothing in this Endorsement will be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements, or limitations of the Policy other than stated above.

IN WITNESS WHEREOF, the Insurance Company has caused this Endorsement to be signed by its President.

**INDEPENDENCE AMERICAN INSURANCE COMPANY**

President

Sample