

Pawamedics Pet Medical Cost Share Pet Membership Agreement

I. Definitions

1. **Eligible Medical Cost(s).** Medical costs for a Member Pet, where all terms and conditions contained in this Agreement have been met, and it has been confirmed by Us that the medical cost is eligible for reimbursement.
2. **Medically Necessary.** Medical costs for a Member Pet which are:
 - A. Normal and reasonable courses of action for the relevant symptoms or diagnosis present; and
 - B. Required in order to diagnose or treat a Member Pet; and
 - C. Not for the primary convenience of You, a Veterinarian, or any other provider/entity/person/group of people.
3. **Member Pet(s).** A pet which has been enrolled in a Pet Membership with Us, where all membership dues are current on such membership and no other outstanding balance is due to Us.
4. **Orthopedic Condition(s).** A condition or diagnosis involving orthopedics including but not limited to hip dysplasia, cruciate ligaments, and intervertebral disk disease.
5. **Pet Medical Cost Share.** Our Pet Medical Cost Share program, wherein Member Pets receive reimbursements for Eligible Medical Costs incurred.
6. **Pet Membership(s).** A membership in the Pet Medical Cost Share program described within this Agreement for Your pet, where all membership dues are current on such membership and no other outstanding balance is due to Us.
7. **Pet Parent(s).** The legal owner(s) and primary caretaker(s) of a pet, who is/are of legal age to enter into this agreement, or the guardian of the legal owner in cases where the legal owner is a minor or otherwise unable to enter into legal agreements for any reason.
8. **Pre-existing Condition(s).** Condition(s) or symptom(s) consistent with a condition which existed prior to enrollment in a Pet Membership or during the initial Registration & Waiting period after enrollment.
9. **You, Your.** The Pet Parent(s) enrolled in Our Pet Medical Cost Share program, or those acting on their behalf including but not limited to designated agents, friends or family members.
10. **Vaccine Clinic(s).** A popular service provided within animal related retail stores or low cost Veterinary clinics or other facilities, wherein it is possible to purchase vaccines and other healthcare products and services for pets. These clinics may be held inside or outside of Veterinary offices, hospitals, or practices.
11. **Veterinarian(s).** A person who is currently licensed to practice Veterinary medicine in the location where he or she practices Veterinary medicine.
12. **Veterinary.** Of or relating to Veterinary medicine; concerned or connected with the medical or surgical treatment of animals under the guidance of one or more licensed Veterinarian(s).
13. **We, Us, Our.** The Pet Medical Cost Share program administrated by the nonprofit entity Pawamedics.
14. **Wellness Budget.** A fixed amount of money which is available to Member Pets for select routine and preventative pet medical care.

II. Pet Memberships

Each pet must be enrolled in a separate Pet Membership to qualify for and/or receive reimbursements.

1. **Personal Payment Responsibility**

Your Personal Payment Responsibility is the amount You must pay annually for the Eligible Medical Costs of a Member Pet before You may receive reimbursements. The following applies to all Personal Payment Responsibilities:

 - A. Personal Payment Responsibilities are five hundred United States Dollars (\$500.00) annually for a Standard Membership, or two thousand five hundred United States Dollars (\$2,500) annually for an Emergency Membership; and
 - B. The Personal Payment Responsibility will be applied before the Reimbursement Percentage is deducted; and
 - C. Personal Payment Responsibilities do not apply to reimbursements for Eligible Medical Costs within the Wellness Budget.
 - D. Your Personal Payment Responsibility applies separately to each Pet Membership You maintain, and can not be added or combined to reduce Your total Personal Payment Responsibility.

2. **Reimbursement Percentage**

Reimbursement percentage will be applied as follows, according to applicable circumstances:

- A. If Eligible Medical Costs are unrelated to a Pre-existing Condition, You receive a ninety percent (90%) reimbursement of Eligible Medical Costs; or
- B. If Eligible Medical Costs are related to a Pre-existing Condition, You receive:
 - 1) An additional ten percent (10%) reimbursement on Pre-existing Condition related Eligible Medical Costs for each year You maintain the Pet Membership continuously, up to a maximum of ninety percent (90%) reimbursement eligibility of Eligible Medical Costs.
 - a) For example: If You have maintained the Pet Membership for five (5) consecutive years, You would receive fifty percent (50%) reimbursement on Pre-existing Condition related Eligible Medical Costs; or
- C. If Eligible Medical Costs are related to the Wellness Budget, You receive one hundred percent (100%) reimbursement on Wellness Budget related Eligible Medical Costs.

3. **Annual Reimbursement Limits**

Annual reimbursement limits will be applied as follows, according to applicable circumstances:

- A. If Eligible Medical Costs are unrelated to a Pre-existing Condition, You will receive unlimited reimbursements of Eligible Medical Costs; or
- B. If Eligible Medical Costs are related to a Pre-existing Condition, You receive:
 - 1) An additional one thousand United States Dollar (\$1,000.00) annual reimbursement limit increase on Pre-existing Condition related Eligible Medical Costs for each year You maintain the Pet Membership continuously, up to the maximum of a ten thousand United States Dollar (\$10,000.00) annual reimbursement limit of Eligible Medical Costs; or
- C. If Eligible Medical Costs are related to the Wellness Budget, You receive:
 - 1) Reimbursements equal to the Eligible Medical Costs submitted for reimbursement, up to the maximum available balance in the Member Pet's Wellness Budget on the date the expense was incurred.

4. **Registration & Waiting Period**

Membership benefits become available after the following number of days once a Pet Membership is processed:

- A. Thirty (30) days for illness and injury related Eligible Medical Costs; and
- B. Thirty (30) days for the first one twelfth (1/12) of the Wellness Balance to become available; and
- C. One (1) year for Orthopedic Condition related Eligible Medical Costs.

5. **Pre-Existing Related Conditions**

Conditions which are caused by or related to Pre-Existing Conditions will be treated as Pre-Existing conditions, with the related limitations from paragraphs "II.2." and "II.3." (above) in effect.

6. **Wellness Budget**

Standard Memberships include a Wellness Budget benefit. The Wellness Budget reimburses Eligible Medical Costs for preventative and routine care for a Member Pet, up to a specified amount. Wellness Budget funds become available each month, at a rate of one twelfth (1/12) of the total annual budget per month. For example, if a Pet Membership includes a \$300 annual Wellness Budget, \$25 is added to the Member Pet's Wellness Budget for each consecutive month the Pet Membership is maintained. All Wellness Budget reimbursement requests must be for Eligible Medical Costs incurred after the Wellness Budget balance became available. Any unused portion of a Wellness Budget will roll over to the following months and years, until one or both of the following events occurs:

- A. The Member Pet is deceased; and/or
- B. The Pet Membership is terminated.

7. **Not Insurance**

Our Pet Medical Cost Share program is not an insurance policy. We do not have underwriters and are not affiliated with insurance in any way. We are a 501(c) 3 nonprofit. We maintain the Pet Medical Cost Share fund for the use of Our Member Pets as outlined in this Agreement. The payment of membership dues for a Member Pet grants You reimbursements from this fund for the Eligible Medical Costs of Your Member Pet only when and if such funding is available. While We have carefully designed Pet Membership dues to provide for all Member Pets at all times, We make no warranties or guarantees that You will receive reimbursements.

8. **Using Your Pet Membership**

Take a Member Pet to any Veterinarian. You are responsible for the resulting charges at the time of Your visit. Collect a paid invoice from Your Veterinarian, and submit that invoice to Us. We will review and confirm Eligible Medical Costs, then reimburse You.

9. **Direct Payments**

You may request that We attempt to arrange payment directly with Your Veterinarian or vendor instead of reimbursing You when all of the following conditions are met:

- A. Eligible Medical Costs are estimated to total more than one thousand United States Dollars (\$1,000.00); and
- B. Your Veterinarian or vendor agrees to receive payment from Us directly; and
- C. You fill out, sign, and return to Us a form authorizing Us to pay Your Veterinarian or vendor directly; and
- D. Your Veterinarian or vendor fills out, signs, and returns to Us a form allowing Us to pay them directly on Your behalf; and

- E. We have at least five (5) business days to arrange direct payment.

10. Reimbursement Inquiries

You may submit a Veterinarian's or vendor's estimate to Us to find out if specific products and services are eligible for reimbursement for Your Member Pet before committing to or making a purchase.

11. Discounts

We offer discounts on Membership Fees in certain circumstances. Once We have verified a Member Pet's eligibility You may receive discounts for either of the below categories which Your Member Pet qualifies for:

- A. Member Pets who are spayed or neutered.
- B. Member Pets who are spayed or neutered **and** were adopted from a shelter or rescue.

12. Qualifying for Discounts

You must submit the related documentation from the list below to have a Member Pet's discount eligibility verified:

- A. For spayed or neutered discount, submit any of the following:
 - 1) Spay or neuter certificate from a Veterinarian listing Member Pet's name and description; or
 - 2) Paid spay or neuter medical invoice from a Veterinarian listing Member Pet's name and description; or
 - 3) Shelter, rescue, or adoption contracts stating that Member Pet is spayed or neutered, including Member Pet's name and description; or
 - 4) A signed statement from Your Veterinarian confirming that Member Pet was found to be spayed or neutered upon examination, including Member Pet's name and description.
- B. For spayed or neutered pet adopted from shelter or rescue discount, submit:
 - 1) One of the eligible forms of documentation in "II.A", above; and
 - 2) Shelter or rescue adoption contract, including Member Pet's name and description.

13. Pet Membership Transfers

Should a Member Pet be re-homed, We will transfer the related Pet Membership to the new Pet Parent(s) at Your request for either:

- A. Up to two (2) months after You are no longer the Pet Parent of the Member Pet, provided that all membership dues are current and no amounts are owed to Us; or
- B. If a Member Pet outlives You, We will transfer Your Member Pet's membership to the new Pet Parent(s) for up to six (6) months, provided that all membership dues are current and no amounts are owed to Us.

14. Refunds

Membership Fees are nonrefundable, either in whole or in part. This includes but is not limited to the following circumstances:

- C. Pet Parent changes their mind about purchasing or maintaining a Pet Membership after paying Membership dues; or
- D. Pet Membership cancellation was requested before the expiration date of any currently collected Pet Membership dues. In this case, a Member Pet will continue to receive full benefits for the remaining duration of dues already collected.

III. Your Responsibilities

In order to maintain a Pet Membership and be eligible for any reimbursement, You must fulfill these responsibilities.

1. Pay Membership Dues

Membership dues must be paid on time and in full in order to maintain a Pet Membership or submit a request for reimbursement. If Pet Membership dues are unpaid and/or late the related Pet Membership will be suspended until dues are paid in full. If Pet Membership dues are more than thirty (30) days late, the related Pet Membership will expire. You will not be eligible for reimbursement for any costs incurred while a Pet Membership is suspended or expired. If We make an exception to this policy and choose to reimburse You for an Eligible Medical Cost incurred while a Pet Membership was suspended or expired, We will deduct any outstanding Pet Membership dues from the total reimbursement You receive.

2. Get a Veterinary Exam

When a Member Pet joins Our Pet Medical Cost Share, their Pre-existing Conditions are determined based on their most recent Veterinary examination as of the date of the enrollment request, and medical records. All Member Pets must be examined within the previous twelve (12) months of becoming Member Pets. If a Member Pet has not been examined within the previous twelve (12) months of becoming a Member Pet, the Member Pet's next Veterinary examination after joining Our Pet Medical Cost Share will determine any Pre-existing Conditions. The Veterinary examination may not be conducted by You or Your household or family member. Veterinary examinations undertaken at Vaccine Clinics, low-cost spay or neuter locations, or any other exam which We feel may be abbreviated or which does not provide sufficient evidence of the Member Pet's health will not be accepted.

3. Submit Paid Invoices

You must submit a paid invoice or receipt to Us when requesting reimbursement, along with all other required documentation within one (1) month of the date on Your invoice or receipt. Submitted invoices must be paid in full, and marked by the Veterinary practice or vendor as "paid" on the invoice. All reimbursement requests must be

filled out completely and accurately, must include all of the following documentation, and must meet the following criteria:

- A. Veterinary invoices must include Your name and address, along with the Member Pet's name and description; and
- B. Non-Veterinary invoices or receipts must include Your name and address; and
- C. Eligible Medical Costs resulting from products or services not provided or dispensed by a Veterinarian must be accompanied by a prescription from a Veterinarian; and
- D. All Veterinary records related to the Member Pet in question, and
- E. All documentation submitted must be written in grammatically correct English; and
- F. All documentation submitted must be decipherable to Us.

4. Follow Veterinary Advice

You must follow the advice of the Veterinarian providing care for Your Member Pet regarding preventative care, routine care, illnesses, and injuries. This includes, but is not limited to:

- A. Following recommendations for procedures, treatments, or other products or services; and
- B. Bringing the Member Pet to all follow-up or recheck examinations; and
- C. Providing home/independent/other care as instructed by the Veterinarian; and
- D. Executing all required changes in the Member Pet's routine, activities, or environment as instructed by the Veterinarian; and
- E. Giving all medications as prescribed.

However, You are not required to follow Veterinary advice if a Veterinarian recommends euthanasia for Your pet.

5. Provide Preventative and Routine Care

A Member Pet must receive the following preventative care products and services annually in order to qualify for reimbursements related to the associated illnesses and injuries which may occur without such preventative care:

- A. Examination by a Veterinarian, including a dental examination; and
- B. A heartworm test; and
- C. A Lyme test if Member Pet resides in a region where Lyme disease is common; and
- D. A rabies vaccination as frequently as required by Your state and/or local laws; and
- E. All core vaccinations recommended by a Veterinarian, and/or an annual titer test; and
- F. Any additional vaccinations recommended by a Veterinarian and/or an annual titer test; and
- G. Flea, tick, and heartworm preventative medication must be administered year round; and
- H. Dental/teeth cleaning must be preformed within three (3) months after a Veterinarian tells You that the Member Pet requires this procedure; and
- I. Grooming as required for health and wellbeing, including bathing and clipping. You may provide this service to Your Member Pet.

6. Seek Veterinary Help Quickly

If a Member Pet shows signs of any illness or has been injured, You must seek the help of a Veterinarian within seven (7) days. When a Member Pet shows signs of any severe illness or injury, You must seek the help of a Veterinarian within twenty four (24) hours.

7. Provide and Maintain Accurate Information

The following information is required in order to process Pet Memberships and reimbursement requests. You must provide Us with the following information, and You must update this information within thirty (30) days if it changes:

- A. Your name, residential address, and mailing address, along with the name and address of any other caretakers for Your Member Pet; and
- B. The name, species, breed(s), weight, and clear photographs identifying the physical appearance of Your Member Pet.

8. Medical Information Permission

We must gather medical information about a Member Pet in order to verify and process a reimbursement request. By joining Our Pet Medical Cost Share program, You give Us permission to gather any type of medical or other information from any Veterinarian or Veterinary clinic which has treated Your Member Pet.

9. Cooperate with Investigations

In order to maintain a Pet Membership, You must cooperate fully with any investigations which We determine are necessary, including but not limited to:

- A. Verifying or validating reimbursement requests; and
- B. Verifying or validating Your identity; and
- C. Verifying or validating a Member Pet's identity; and
- D. Investigating reimbursement requests for potential error or fraud.

IV. Pet Membership Benefits

1. Medical Costs

When all terms and conditions within this Agreement have been met, We reimburse You for the Eligible Medical Costs of products and services which are:

- A. For the direct and exclusive benefit of a Member Pet; and
- B. The result of an injury or illness, or Eligible Medical Costs within the Member Pet's Wellness Budget; and
- C. Medically Necessary; and
- D. Recommended and provided by or under the direction of a Veterinarian.

2. Reimbursable Costs for Illnesses or Injuries

The actual costs resulting from the following products and services rendered to a current Member Pet are eligible for reimbursement when all terms and conditions of this Agreement have been met:

- A. Diagnostics and testing required for an illness or injury related to an Eligible Medical Cost, including:
 - 1) Laboratory or in-house tests such as blood, tissue, fluid, eye, ear, skin, culture, fecal, and urine, tests; and
 - 2) X-rays; and
 - 3) Ultrasounds; and
 - 4) MRI, and CAT scans; and
 - 5) Biopsy; and
 - 6) Specialist diagnostics including Dermatology, Emergency and Critical Care, Internal Medicine, Oncology, Optometry, Orthopedics, Pathology, and Radiology; and
 - 7) Medical waste disposal fees; and
 - 8) Sales taxes.
- B. Treatment required for an illness or injury related to an Eligible Medical Cost, including:
 - 1) Medications which require a prescription to be dispensed; and
 - 2) Hospitalization; and
 - 3) Surgery; and
 - 4) Medical supplies which require a prescription to be dispensed; and
 - 5) Specialist treatments including Anesthesia and Analgesia, Dermatology, Emergency and Critical Care, Internal Medicine, Oncology, Optometry, Orthopedics, Pathology, and Radiology; and
 - 6) Dental treatment for injuries, including tooth extractions; and
 - 7) Laser therapy; and
 - 8) Bathing and grooming performed by a Veterinarian or Veterinary staff; and
 - 9) Physical therapy and Hydrotherapy; and
 - 10) Medical equipment rental; and
 - 11) Prosthetic devices; and
 - 12) A pet wheelchair is eligible for reimbursement once every five (5) years. When the wheelchair is no longer needed We also pay shipping costs for donation to a nonprofit program in need; and
 - 13) Lift harnesses and related mobility aids are eligible for reimbursement once per item per year; and
 - 14) Medical waste disposal fees; and
 - 15) Shipping costs for Eligible Medical Costs, such as shipping costs for prescription medications; and
 - 16) Sales taxes; and
 - 17) Euthanasia, including a Veterinary house call fee for at-home euthanasia service if desired, or an exam or office visit fee for euthanasia at a Veterinary clinic; and
 - 18) Cremation fee.
- C. Life threatening emergency costs required for an illness or injury related to an Eligible Medical Cost, including:
 - 1) Pet ambulance transportation to a Veterinary hospital; and
 - 2) Poison control consultation fees.
- D. Organ and tissue transplants and transfusions, when all of the following conditions have been met:
 - 1) Member Pet is deemed healthy enough to undergo transplant by a Veterinarian; and
 - 2) A Veterinarian has recommended the procedure; and
 - 3) The transplant would not, could not, and does not result in or cause the death of the donor animal, either directly or indirectly; and
 - 4) Documentation of how the Member Pet was matched with the donor animal is provided, including any Veterinary facility, company, business, charity, nonprofit, or individual who was involved facilitating in the matching process; and
 - 5) Documentation of the donor animal's origin, purpose, living conditions, and Pet Parent is provided; and
 - 6) A statement from the donor animal's Pet Parent is provided, which includes why the Pet Parent has decided to donate the organ/tissue/blood; and
 - 7) We must be able to determine to our satisfaction that the donor animal is not being exploited, abused, or utilized in any type of transplant/transfusion farming/harvesting/scheme; and
 - 8) All of these conditions ("IV.2.D.1." through "IV.2.D.7." above) have been proven and documented to Our satisfaction.

3. Reimbursement Costs for Wellness Budget

The actual costs resulting from the following products and services rendered to a current Member Pet are eligible for reimbursement when all terms and conditions of this Agreement have been met:

- A. Core Wellness Care, including:
 - 1) Wellness exam; and
 - 2) Vaccines; and
 - 3) Dental cleaning; and
 - 4) Wellness blood tests; and
 - 5) Heartworm test; and
 - 6) Lyme test; and

- 7) Titer test; and
- 8) Fecal test; and
- 9) Spay or neuter; and
- 10) Heartworm preventative; and
- 11) Flea and tick preventative; and
- 12) Dental care products including pet toothbrush, pet toothpaste, and water additives.
- B. Essential Maintenance, including:
 - 1) Training, behavioral therapy, and behavioral modification; and
 - 2) Grooming including bathing, drying, brushing, clipping, and teeth brushing or cleaning; and
 - 3) Ear cleaning; and
 - 4) Anal gland expression; and
 - 5) Nail trim; and
 - 6) Grooming supplies including clippers, scissors, brushes, combs, shampoo, conditioner, ear care items, paw and nail care items, hot spot and itch relief, waterless grooming supplies, bath and shower supplies, skin care items, and eye care items; and
- C. Premium Wellness Care, including:
 - 1) Microchipping; and
 - 2) Gastropexy; and
 - 3) Orthopedic Foundation for Animals (a.k.a. OFA) testing and certification; and
 - 4) Health Certificates.
- D. Nutritional Care, including:
 - 1) Prescription food; and
 - 2) Nutritional supplements; and
 - 3) Vitamins; and
 - 4) Pill pockets, covers, and wraps; and
 - 5) Over-the-counter medicine.
- E. Comfort Care, including:
 - 1) Over-the-counter medical supplies; and
 - 2) Pet activity monitors; and
 - 3) Orthopedic and/or heated/cooled beds and bedding supplies; and
- F. Alternative Treatments, including:
 - 1) Acupuncture; and
 - 2) Bicom; and
 - 3) Chiropractic treatments; and
 - 4) Electroacupuncture; and
 - 5) Holistic treatments; and
 - 6) Homeopathic treatments; and
 - 7) Magnet therapy; and
 - 8) Massage therapy; and
 - 9) Nutritional counseling; and
 - 10) Ozone therapy; and
 - 11) Physiotherapy; and
 - 12) Reiki; and
 - 13) Transcutaneous Electrical Nerve Stimulation (a.k.a. TENS); and
 - 14) Veterinary Orthopedic Manipulation.
4. **Pre-existing Conditions**
 Pre-existing conditions which have not been symptomatic and have not required medical care or treatment for twelve (12) months are no longer subject to the annual pre-existing condition reimbursement limits found in "II.3.B.", above.

V. Excluded Reimbursements

1. **Registration Period Incidents**
 No reimbursements are available for illnesses, injuries, or Wellness Budget expenses taking place within the first thirty (30) days after Pet Membership enrollment or before, and for Orthopedic Conditions where symptoms presented within the first (1st) year after Pet Membership enrollment or before.
2. **Exam Fees**
 No reimbursements are available for examination or office visit fees of Member Pets, with the following exceptions:
 - A. Wellness exam eligible for reimbursement under the Member Pet's Wellness Budget; and
 - B. A single exam or office visit or house-call fee for euthanasia.
3. **Routine or Preventative Care**
 No reimbursements are available for costs associated with what We consider to be standard routine or preventative care costs of a Member Pet. These costs include, but are not limited to all products and services outlined in "IV.3.A." through "IV.3.F." above. However, reimbursements remain available for Eligible Medical Costs related to Wellness Budget benefits.

4. **Treatments Not Recommended**
No reimbursement is available for any treatment a Veterinarian does not recommend, disagrees with, recommends against, or does not agree to the likelihood of a successful outcome by pursuing.
5. **Abuse, Neglect, or Endangerment**
No reimbursements are available in cases of abuse, neglect, or endangerment.
6. **Elective or Cosmetic procedures**
No reimbursements are available for elective or cosmetic procedures. This includes, but not limited to:
 - A. Tail docking; and
 - B. Ear cropping; and
 - C. De-clawing; and
 - D. Dew claw removal; and
 - E. Debarking; and
 - F. Aesthetic grooming such as hair dyeing or nail painting.
7. **Breeding Costs**
No reimbursements are available for breeding costs. This includes but not limited to:
 - A. Breeding; and
 - B. Pregnancy; and
 - C. Whelping; and
 - D. Nursing; and
 - E. Queenening.

However We will reimburse Veterinary costs for a single incident of illness, injury, or complication related to one (1) pregnancy of a Member Pet, with proof that the Member Pet has been spayed after giving birth, as well as proof of spaying and neutering for all other pets in Your household. You will be responsible for the spaying and neutering costs required to qualify for this offer. Alternately, You may use any available balance in the Wellness Budget towards the cost of spaying or neutering the Member Pet. Low cost spay and neuter clinics are available in many areas to diffuse Your personal costs. We will only provide this reimbursement once for each household without exception, and regardless of the number of Member Pets in Your household.
8. **Potentially Harmful Activities**
No reimbursements are available for what we consider potentially harmful activities. This includes but is not limited to engaging in any of the following activities with a Member Pet:
 - A. Any sporting event, competition, or exhibition including animals, or requiring animals to perform in any way; and
 - B. Personal protection; and
 - C. Law enforcement; and
 - D. Guarding; and
 - E. Organized fighting; and
 - F. Any occupational, professional, or business use of a Member Pet.
9. **Repeated and Preventable Incidents**
We reimburse otherwise Eligible Medical Costs for up to two (2) incidents of the same repeated and preventable incident type to the same Member Pet. Examples of repeated and preventable incident types include a Member Pet who is struck by a vehicle on separate occasions, or ingests a foreign body on separate occasions.
10. **Fatal or Exploitative Transplants and Transfusions**
No reimbursement is available for any organ or tissue transplant or transfusion which would, could, or does result in or cause the death of the donor, either directly or indirectly. An example of such a transplant would be a heart transplant. Verifiable proof must be established that there is no exploitation, abuse, farming, harvesting, or other schemes taking place against the donor animal. We will decide what constitutes abuse, exploitation, farming, harvesting, or other schemes against the donor animal, and the extent to which any documentation submitted provides sufficient proof to this effect. We may require additional verifications any information submitted to us, including but not limited to in-person inspections and/or interviews.
11. **Terminal Diagnosis with Uncontrollable Pain**
If a Member Pet is both:
 - A. Diagnosed as terminal by Your Veterinarian, when no treatment options provide a reasonable expectation for recovery; and
 - B. In severe pain, which can not be adequately controlled with pain medication,

Then no reimbursements are available for any product or service designed to prolong the Member Pet's life. However, Eligible Medical Costs which maintain or enhance the comfort of the Member Pet remain available, such as hospice care.
12. **Non-medical or Normal Costs**
Costs which We consider normal, non-medical, or generally inevitable to Pet Parents are not reimbursable. These costs include but are not limited to:
 - A. Aesthetic grooming supplies such as hair dyeing or nail painting supplies; and

- B. Boarding; and
- C. Cat litter and related accessories; and
- D. Cat trees, condos, scratches, houses, perches, or related accessories; and
- E. Cleaning aids, including: potty pads, diapers, poop bags or scoopers, stain removers, vacuum or steam cleaners, candles, air fresheners, deodorizers, hair removers, or lint rollers; and
- F. Clothing or related accessories for pets; and
- G. Collars, leashes, harnesses, or ID tags; and
- H. Food or treats; and
- I. Food or water bowls or feeders; and
- J. Over-the-counter supplies; and
- K. Cameras, GPS devices, and bluetooth devices; and
- L. Pet beds or mats; and
- M. Pet containment aids, including: dog houses, crates, carriers, strollers, bicycle trailers, pens, gates, doors and related accessories, ramps, stairs, or fence systems; and
- N. Toys for Pets; and
- O. Training aids, including: calming aids, bark control, remote training aids, repellents, training books/materials/subscriptions, potty training aids, or sport training aids; and
- P. Any other product or service utilized for routine or preventative purposes, or otherwise not Medically Necessary.

However, reimbursements remain available for Eligible Medical Costs related to Wellness Budget benefits.

13. Alternative Treatments

No reimbursement is available for alternative treatments or therapies, including but not limited to all products and services outlined in "IV.3.F." above. However, reimbursements remain available for Eligible Medical Costs related to Wellness Budget benefits.

14. Financing Fees

No reimbursement is available on any amounts charged as a result of financing or late fees.

15. Time and Travel Expense

No reimbursement is available for the cost of time and travel to a Veterinarian, or to obtain other products or services for a Member Pet. Pet ambulance transportation remains eligible for reimbursement during a life threatening situation for the Member Pet.

16. Self-Billed Product and Service Costs

No reimbursement is available for work performed on Your own Member Pet, and/or for more than the cost You paid for any product or service, unless such costs are:

- A. Charged to You by another vendor, or Your employer when You are a Veterinarian or pet industry professional; and
- B. The fee amount or item cost is not under Your discretion either in whole or in part; and
- C. You do not personally profit from such fees or costs.

However We will reimburse actual costs paid for any otherwise Eligible Medical Costs for products used on Member Pets, and the cost of any otherwise Eligible Medical Costs for services not provided by You.

17. Self-made Recommendations

If You or a household or family member are Veterinarians or pet care specialists diagnosing or treating Your own Member Pet, We may require an independent evaluation of any recommendations made which are either:

- A. Unusual in Our experience; or
- B. Above average costs or frequencies for the products or services being utilized.

18. Other Pet Remains Costs

No reimbursement is available for the following products and services:

- A. Funeral services or viewings; and
- B. Burial costs including grave digging; and
- C. Coffins or caskets; and
- D. Burial plots; and
- E. Maintenance costs for gravesites; and
- F. Urns; and
- G. Urn engraving fees; and
- H. Other keepsakes or keepsake engraving; and
- I. Taxidermy products or services; and
- J. Any other products or services related to the remains of or memorial for a Member Pet.

19. Fraud

In order to protect Our Member Pets and the fund We maintain for them, if We determine that any Pet Membership or request for reimbursement involved deliberate misrepresentation, concealment, or fraud on Your part in any way, We may take any or all of the following actions:

- A. Decline Your current and future reimbursement requests; and
- B. Cancel all Your Pet Memberships; and
- C. Ban You from Pet Memberships in the future; and

- D. Decline any Pet Membership requests submitted by You in the future; and
- E. Seek any and all legal recourse available to Us.

VI. Our Abilities

1. Declining Pet Memberships

We may decline any Pet Membership request. This can happen as a result of incomplete, inaccurate, or conflicting information provided, failure to provide information upon joining Our Pet Medical Cost Share, or a Member Pet who is not qualified to join Our Pet Medical Cost Share. In these cases We will make You aware of Our reasons for declining a Pet Membership, and invite You to request membership again once You can meet Our requirements.

2. Harassment Recourse

If We or any employee, independent contractor, or volunteer serving Us or Our Pet Medical Cost Share is harassed by You or someone representing You, We may require You to arrange for an alternative representative to be Our permanent contact point in all matters pertaining to Your Pet Membership(s) or any other matter which may require Us to interact with You. We will determine what constitutes harassment. Examples of actions which We will consider harassment include but are not limited to:

- A. Racist, sexist, or discriminatory commentary, hate speech, bullying, or any statement or commentary of a deliberately or inappropriately sexual nature.

You may select and appoint another competent adult to act as Our contact point. Should You refuse to appoint a representative, We may cancel Your Pet Membership.

3. Canceling Pet Memberships

We will not cancel a Pet Membership due to requests for reimbursement, high costs of reimbursements made for a Member Pet, or a Member Pet getting older. Pet Memberships will only be cancelled under any of the following circumstances:

- A. Threats issued by You or on Your behalf to Us or any employee, independent contractor, or volunteer serving Us or Our Pet Medical Cost Share; or
- B. Refusal to appoint an alternative representative after harassment as described in "VI.2." above; or
- C. Attempted abuse, exploitation, or manipulation of Our Pet Medical Cost Share. If We confirm that You are acting in a manner which would take what We deem to be unfair or unreasonable advantage of Our Pet Medical Cost Share in any way, We will cancel all Pet Memberships in Your household. An example of abuse, exploitation, or manipulation includes but is not limited to:
 - 1) Deliberate exploitation of an error in Our processing system allowing You to be overcompensated for reimbursement requests.

Cancellation of Pet Memberships due to the above circumstances will take effect ten (10) days after We have provided notice that Your Pet Membership(s) will be cancelled. You will not be eligible to maintain a Pet Membership after We cancel Your Pet Membership(s) for the above reasons.

VII. General

1. Your Participation

By participating in Our Pet Medical Cost Share in any way, You acknowledge that You have read this Membership Agreement in full, understand it, and agree to abide by all conditions contained in this Agreement.

2. No Warranty

Pet Membership benefits are provided on the basis of availability. Use of a Pet Membership is at Your own risk. We make no warranties or guarantees of any kind regarding Our Pet Memberships.

3. Liability Compensation Limitation

By paying membership dues for or participating in Our Pet Medical Cost Share in any way You agree that Our maximum total liability is limited to either the total amount of membership dues You have paid, or the total Eligible Medical Cost reimbursement requests You have made, whichever amount is lower.

4. Disputes

If You do not agree with Our decision in any matter, You may request up to a total of three (3) appeals from Us. During these appeals You are encouraged to submit additional information which You believe may clarify Your position, including written explanations of the situation and any other documentation You may have. We will review all information available and may ask additional questions or request additional documentation to make a determination. You agree to request all of Your available appeals from Us before taking any further actions.

5. Arbitration

If We can not settle a dispute to Your satisfaction after completing all three (3) of Your available appeals with Us, You agree that arbitration will be mandatory before any legal proceedings may begin. Arbitration must take place in New York State.

6. **Jurisdiction**

All legal actions will take place in and be governed by the state of New York.

7. **Severability**

If any part of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Any part of this agreement deemed invalid shall also be construed to conform to relevant regulations.