



# 90 DAY ANIMAL LIMITED WARRANTY

Purchaser First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ M or F \_\_\_\_\_

Animal ID# \_\_\_\_\_ Breed \_\_\_\_\_ Purchase Price \_\_\_\_\_

Pre-Existing Condition \_\_\_\_\_ Pet Store \_\_\_\_\_

## THIS DOCUMENT PROVIDES IMPORTANT INFORMATION REGARDING THE LIMITED WARRANTY COVERING YOUR PET. THIS ANIMAL LIMITED WARRANTY IS NOT INSURANCE AND NOT REGULATED BY STATE OR FEDERAL LAW.

This is an agreement between the Pet Store (Hereinafter referred to as "Retailer") and You, the Purchaser, and provides a maximum reimbursement of up to One-Thousand Dollars (\$1000.00), or up to the purchase price of the animal, whichever is less. This Warranty provides the remedies available to You, in the event something is wrong with your new pet. It also contains specific actions that You must take to ensure the warranty is enforceable and in the unfortunate event you need to make a claim on the warranty.

**1. CONDITIONS OF THIS WARRANTY: YOU MUST FULFILL THIS CONDITION IN ORDER TO MAKE THIS WARRANTY EFFECTIVE. YOU WILL NOT BE ABLE TO CLAIM ANY RIGHTS OR REMEDIES UNDER THIS WARRANTY IF YOU DO NOT COMPLY WITH THE BELOW CONDITION.**

(A) You take your pet to a licensed veterinarian for a "Wellness Check-Up," **WITHIN THREE (3) BUSINESS DAYS** of the date of purchase or date of delivery, whichever is later.

**1.1** There are no exceptions to the above requirements except that, in the unfortunate event Your pet dies within Three (3) business days of the date of purchase or date of delivery, whichever is later, and You have not completed the Wellness Check-up, this Limited Warranty will be valid only with necropsy results determined by a licensed veterinarian stating the animal passed due to an illnesses covered under the terms and conditions of this warranty, and then You may still proceed as set forth herein.

**2. DESCRIPTION OF WARRANTY:** Subject to the exclusions listed herein, Retailer warrants that the pet You have purchased is and shall be, for ninety (90) days, free from: (a) Illness attributable to the Retailer within the incubation period; (b) Hereditary defect or illness (specifically, genetically transmitted defects or illnesses); (c) Congenital defect or illness (specifically, defects or illnesses existing at or before birth).

**2.1** In the event any provision of this warranty violates a requirement or limitation in applicable law, the standard(s) set forth in state law shall govern.

**3. EXCLUSIONS FROM WARRANTY:** The following items are NOT covered under this Animal Limited Warranty, regardless of whether the illness or disease is attributable to the Retailer, Congenital or Hereditary:

**3.1** Any elective treatment or care or any treatment or care that is not medically necessary, including, but not limited to: (a) Psychological or Behavioral Conditions or training or counseling; (b) Spaying or Neutering; (c) Cosmetic surgery or cosmetic grooming of any kind or type; (d) Non-prescription drugs, including specialized vitamins, foods, or supplements; (e) Recreational boarding, kenneling or training; (f) Burials or cremation.

**3.2** Any disease, illness, or medical condition that is the result of Your failure to provide reasonable care, including any aggravation or exacerbation of disease, illness, or medical condition otherwise covered by this warranty, including, but not limited to: (a) Your neglect or mistreatment or injury of the animal; (b) routine care or maintenance of the animal; (c) your failure to follow requisite medical recommendations; (d) care that could have been prevented by routine vaccination(s).

**3.3** The following diseases, illnesses, and medical conditions: (a) All Cancer related medical treatments or services related thereto; (b) All dental related medical treatments or services, regardless of whether hereditary congenital or other; (c) Hypoglycemia, (d) Any expenses incurred AFTER death of the animal.

**3.4** The following will not be covered: (a) Unnecessary or excessive testing or treatment; (b) Negative test results; (c) Additional future re-examinations when routine maintenance or vaccinations are administered; (d) Prepaid veterinarian fees are subject to terms and conditions of this warranty and are not covered unless services are rendered.

**3.5** The Wellness Check-Up that is a condition of this Animal Limited Warranty.

**4. REMEDIES:** In the unfortunate event you must submit a claim under this Warranty, You will be reimbursed for veterinarian fees incurred as a result of an illness covered by this Animal Limited Warranty up to One-Thousand Dollars (\$1000.00), or up to the purchase price of the animal, whichever is less, for ninety (90) days from date of delivery or date of purchase whichever is later.

**5. PROCEDURE FOR SUBMITTING CLAIMS:** In the event You must submit a claim under this Warranty, You must submit the following information by mail to the Warranty Administrator within sixty (60) days of each veterinarian visit to:

**PAWS P.O. Box 480 Denver, CO 80201 Or Email [paws@pawshelp.com](mailto:paws@pawshelp.com) Or Fax (303) 781-5245 Questions? Call (303) 781-5254**

(A.) A copy of Animal Limited Warranty, completed and signed; **And**, (B.) A copy of the initial "Wellness Check-Up" with **diagnosis of illness** and itemized statement of treatment and costs. (We must have a *diagnosis* to process your claim.) Do not send certified or registered mail. (See *Additional Fees Below*.)

**6. ADDITIONAL FEES:** You agree a Five Dollar (\$5.00) administrative fee will be deducted when any claim must be re-processed due to Your failure to submit the appropriate and necessary information outlined in this warranty. A fee will also be added for any claims that are sent certified or registered mail. No COD's will be accepted.

**7. DISPUTE OVER CLAIM:** If You dispute the Warranty Administrator's determination of your claim, whether in whole or in part, You may request that the Warranty Administrator reconsider Your claim by submitting a written request for reconsideration to the Warranty Administrator within sixty (60) days of the Warranty Administrator's determination. Your request for reconsideration must be in writing and include the reasons for reconsideration and any additional documentation You want the Administrator to consider. The Administrator will promptly provide a written explanatory decision on your request for reconsideration.

**7.1** Requesting reconsideration is a prerequisite to any other action in order to dispute the Warranty Administrator's determination, including the filing of a civil suit. The Warranty Administrator is not liable to You for any claim. You must pursue any additional actions solely against the Retailer.

**7.2** Any legal action regarding this Animal Limited Warranty must be brought against the Retailer and must be brought in a court where the Retailer is located.

**I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING LIMITED WARRANTY AND AGREE TO ITS TERMS AND CONDITIONS.**

Purchaser Signature \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Provide email for faster notifications.