

INDEPENDENCE AMERICAN INSURANCE COMPANY

a Delaware Insurance Company

Administrative Office: 485 Madison Avenue, New York, NY 10022

Pet Insurance Policy Accident and Illness Coverage

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INSURING AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions.

The Declarations and Schedule Pages show the policy period, **Coverages**, limits of liability and premiums. This policy is not complete without the Declarations and Schedule Pages. This policy supersedes all prior negotiations, representations, or agreements either written or oral.

PART I – DEFINITIONS

In this policy, "you" and "your" refer to the Named Insured shown in the Declarations and the spouse or domestic partner, if a resident of the residence premises. "We", "us", and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **Accident(s)** means an unexpected or unintended event, which is specific as to place and time, causing **Injury** to your **Pet**.
2. **Allowable Charge(s)** means the costs of the actual **Treatment(s)** provided by a **Veterinary Provider**, subject to policy limitations and exclusions, and the **Annual Maximum Benefit** amount, except as excluded by the policy.
3. **Aggression** means an abnormal hostile response to an otherwise normal situation.
4. **Alternative and Complementary Therapies** include, but are not limited to, acupuncture, chiropractic **Treatment**, hydrotherapy, and physiotherapy performed or prescribed by a **Veterinarian** or a veterinary staff member under direct supervision of a **Veterinarian**.
5. **Ambulance** means a specialized vehicle used for the sole purpose of transporting sick or injured **Pets**.
6. **Annual Maximum Benefit** is the maximum amount we will reimburse you per **Pet** in a period of insurance. The **Annual Maximum Benefit** does not include the **Deductible** and **Reimbursement** amounts we pay.
7. **Bilateral Condition** is a condition or disease that affects both sides of the body.
8. **Chronic Condition** is a detectible condition that, once developed, is deemed incurable or likely to continue for the remainder of your **Pet's** life.
9. **Claim** means your request for payment of an amount under the terms of your policy for **Treatment** by a **Veterinary Provider** of your **Pet**.
10. **Clinical Signs** means changes in the normal healthy state, bodily function, or behavior of your **Pet** observed by you, a **Veterinarian**, or other observer.
11. **Coverage** is the insurance described in this policy.
12. **Covered Incident** is an occurrence where you had to make payment for an **Allowable Charge** under this policy.
13. **Covered Incident Limit** is the maximum amount we will reimburse you per **Pet** per **Covered Incident**. The **Covered Incident Limit** does not include the **Deductible** and **Reimbursement Percentage** amounts we pay.
14. **Deductible** is the annual amount you pay per **Pet** for **Treatments** covered by this policy before we will begin to reimburse you.
15. **Dental Illness** is an **Illness** affecting the teeth and/or gums.
16. **Dermatological Condition** means an **Illness** related to your **Pet's** skin and includes ear infections and skin lumps from skin irritation or infection, such as interdigital cysts from pododermatitis, but not conjunctivitis or parasitic infestations.
17. **Genetic Condition** means an **Illness** whose presence is determined by hereditary factors.
18. **Illness(es)** means sickness, disease, or any change in a **Pet's** normal, healthy state, which is not caused by **Injury** to the **Pet**.
19. **Injury(ies)** means physical harm or damage to your **Pet**, caused by an **Accident**.
20. **Life Threatening Injury** means an **Injury** involving a substantial risk of death as noted by a **Veterinarian** in your

Pet's medical files.

21. **Lost** means your **Pet** has strayed or otherwise disappeared from your physical custody and supervision, the location of which is not known to you at the time of the **Life Threatening Injury** from which the need for **Veterinarian** services arises or at the time of the transportation of your **Pet** to the **Veterinarian** facility following such **Life Threatening Injury**.
22. **Medical Director** means a **Veterinarian** who may be assigned by us to monitor and review the appropriateness of the services provided to your **Pet**, the reasonableness of the fees, and the relationship between conditions.
23. **Medically Necessary** means medical services, supplies or care directly and materially related to a covered **Illness** or **Injury**, in our reasonable judgment.
24. **Medication(s)** means any veterinary recommended **Medications** prescribed by a **Veterinarian** and approved by the Food and Drug Administration (FDA) of the United States or accepted for inclusion in the Homeopathic Pharmacopoeia of the United States for veterinary use. FDA-approved or Homeopathic Pharmacopoeia-included drugs available over the counter must be dispensed directly by your **Veterinarian** or compounded by a pharmacist under the guidance of your **Veterinarian**. Items purchased from an outside store or other pharmacy are not covered. **Medication** includes medical **Supplies** required to administer those **Medications**.
25. **Neutering** means Orchidectomy, or surgical removal of the testicles.
26. **Orthopedic Condition** means a condition effecting or manifesting from the musculoskeletal system, which is made up of the body's bones (the skeleton), muscles, cartilage, tendons, ligaments, and joints, including intervertebral spaces and osteosarcoma.
27. **Original Start Date** means the effective date when the **Pet** was first continuously covered by a policy administered by the Company, or its authorized administrator, unless otherwise stated on the Schedule Page.
28. **Pet** is a cat or dog named and described in the Schedule Page(s) and both owned by you and residing with you for companionship or as a service dog, not owned for commercial reasons.
29. **Pet Ambulance** means a **Pet** medical transportation service vehicle equipped with stretchers, hydraulic tables, oxygen, and a driver and/or veterinary technician.
33. **Preventative Care** means any **Treatment**, service or procedure, including but not limited to, physical examinations, **Medications**, **Surgery**, inoculations, or laboratory procedures, for the purpose of prevention of **Injury** or **Illness** or for the promotion of general health, where there has been no **Injury** or **Illness**.
34. **Professional Services** are diagnosing, treating, operating, or prescribing for any cat or dog **Illness** or **Injury**.
35. **Pre-existing Condition(s)** means:
 - a. a **Chronic Condition** observed by you or your **Veterinary Provider** prior to the **Original Start Date** or end of the **Waiting Period** for your **Pet** and any related conditions;
 - b. an **Illness** or **Injury** that first occurred or showed **Clinical Signs** prior to the **Original Start Date** or end of the **Waiting Period** for your **Pet** and any related conditions; or
 - c. **Undiagnosed** conditions with the same **Clinical Signs** as those in (a) or (b) above are also considered pre-existing.
36. **Reimbursement Percentage** is the percentage of the covered **Allowable Charge** for which we are responsible per **Pet**.
37. **Spaying** means Ovariohysterectomy, or resection of the ovaries and uterus.
38. **Supplies** means any item that is **Medically Necessary**, as determined by the **Veterinarian**, that is safe and effective for its intended use, and that omission would adversely affect the insured **Pet**.
39. **Surgery(ies)** means procedure(s) that treat diseases or injuries by operative, manual, and instrumental **Treatment**.
40. **Treatment(s)** means any examination, consultation, hospitalization, anesthesia, **Surgery**, X-rays, MRI or CT scans, **Alternative and Complementary Therapies**, laboratory tests, nursing, or other care provided and administered by a **Veterinary Provider**.
41. **Undiagnosed** means not having been identified.
42. **Vaccination(s)** means the administration of an industry-recognized commercial vaccine by a registered licensed **Veterinarian**. The vaccine must be in accordance with the manufacturer's recommendations, following a

complete clinical examination, for prevention of disease.

43. **Veterinarian** means a currently licensed Doctor of Veterinary Medicine. **Veterinarian** cannot be you or a member of your immediate family.
44. **Veterinary Provider** means a **Veterinarian**, veterinary technician, or veterinary nurse currently licensed in the state in which **Treatment** is performed.
45. **Waiting Period** means the time period where policy **Coverage** is restricted. For this policy, the time period is one (1) day for **Injuries** and fourteen (14) days for **Illnesses**, except for orthopedic conditions for dogs, where the **Waiting Period** is six (6) months. The **Waiting Period** starts from the **Original Start Date**. Conditions that occur during the **Waiting Period** will be excluded from your policy's **Coverage** as **Pre-existing Conditions**. The **Waiting Period** applies to **Coverage** increases but is waived for Policy and Optional **Coverage** renewals. A twelve (12) month policy that becomes effective at the expiration of a thirty (30) day or sixty (60) day policy is considered a renewal and a **Waiting Period** does not apply, except for orthopedic conditions

PART II – CONDITIONS

1. Upon submission of your first **Claim**, you must include twelve (12) months of medical or adoption records unless the **Claim** is for routine care only.
2. All **Treatment** must be performed by a **Veterinary Provider** that you may freely choose.
3. You must arrange for a **Veterinarian** to examine and treat your **Pet** as soon as possible after it shows **Clinical Signs of Injury**.
4. You are financially responsible to your **Veterinary Provider** for payment of all **Treatment**.
5. Your **Pet** must reside with you and be under your regular care and supervision at the physical address listed on the Declarations Page.
6. By purchasing this policy, you give us permission to gather all medical information for your **Pet** from all your **Veterinary Providers**, as we deem necessary.
7. The standard orthopedic Condition **Waiting Period** for dogs is six (6) months from the **Original Start Date** shown on the Schedule Page for that dog.

PART III – COVERAGE

IF SHOWN IN THE SCHEDULE PAGE(S), THE FOLLOWING **COVERAGES** APPLY SEPARATELY TO EACH **PET**.

1. Coverage

We will reimburse you for **Allowable Charges** in excess of the **Deductible** amount, subject to **Reimbursement** requirements, for **Treatment(s)** performed for conditions that started after the **Waiting Period** and during the policy period, which result from:

- a. **Accidents**, including but not limited to, an automobile **Accident**, ingestion of a foreign body, poisoning, animal bites, gastric torsion, and cruciate ligament rupture, as well as **Accidents** resulting in dental trauma, burns, and fractures; (if shown as applicable on the Schedule Page(s)). Orthopedic accidents are subject to the **Orthopedic Waiting Period**;
- b. **Illnesses**, including but not limited to, **Genetic Conditions**, cancer, and **Chronic Conditions** (if shown as applicable on the Schedule Page(s));
- c. We will reimburse you for the cost of **Treatment** your **Pet** receives in the current period of insurance for an **Illness** or **Injury** that first showed **Clinical Signs** after the end of the **Waiting Period**; and
- d. **Treatment** required due to **Dental Illness** and **Injury**, subject to policy limitations and exclusions. To receive **Dental Illness** coverage, you must follow your **Veterinarian's** advice regarding dental care.

Coverage is up to the **Annual Maximum Benefit** as shown on the Schedule Page(s), subject to the annual

Deductible and Reimbursement requirements, subject to policy limits and exclusions.

2. **Benefits**

We will reimburse you for **Medically Necessary Treatment**, including tax, for:

- a. All examinations performed by a **Veterinarian** in the course of treating an otherwise eligible condition. This includes, but is not limited to, any exam, check-up, consultation, physical, physical consultation, health inspection, office visit, office call, after-hour fee, referral, or recheck;
- b. **Surgery**;
- c. X-rays, ultrasounds, CT scans, and other diagnostic tests;
- d. **Professional Services** rendered by your **Veterinary Provider**, including costs or fees for telephone consultations;
- e. Medical **Supplies** required to perform covered procedures performed in the **Veterinarian's** office and other medical **Supplies**, where deemed **Medically Necessary** by the **Veterinarian**, such as an Elizabethan collar;
- f. Laboratory tests required by your **Veterinary Provider**;
- g. Hospitalization required in order for your **Veterinary Provider** to deliver **Professional Services** to your **Pet** and post procedure in-hospital care as is medically standard by our best estimation;
- h. **Medications** your **Veterinarian** prescribes as part of your **Pet's Accident or Illness Treatment** that started after the **Waiting Period** and during the policy period;
- i. Endodontic **Treatment** for dental Injuries, such as root canals and crowns, where deemed **Medically Necessary** by our **Medical Director**;
- j. Emergency ground **Pet Ambulance** transportation up to the maximum benefit for this **Coverage** as specified on the Declarations Page;
- k. Euthanasia where necessary for humane reasons, and associated cremation expenses;
- l. Medical waste disposal;
- m. Orthodontic **Treatment** that is **Medically Necessary** due to a covered **Illness or Accident**; or
- n. **Alternative and Complementary Therapies** including, but not limited to, acupuncture, chiropractic care, hydrotherapy, and physiotherapy performed by a **Veterinarian** or a veterinary staff member under direct supervision of a **Veterinarian**, or prescribed by a **Veterinary Provider**.

3. **Deductible and Reimbursement**

Your **Deductible** is a per incident or an annual amount. We will apply the **Deductible** to your **Allowable Charges** and then pay your **Claim** subject to your **Reimbursement Percentage**. Once your **Deductible** is reached, we will only pay your **Claim** subject to your **Reimbursement Percentage**.

When the **Treatment** dates of an **Illness or Injury** fall into two or more policy periods, you will be required to pay a **Deductible** for each policy period.

4. **Diminishing Deductible**

For each year that you are **Claim** free while continuously covered by our policy, your current **Deductible** will be reduced by \$25.00 upon policy renewal until it results in a \$0.00 **Deductible**. If a **Claim** is made and you receive payment, the **Deductible** will be returned to its original **Deductible** amount for the following renewal term and the process will start over. **Coverage** must be continuous for this rule to apply. This rule applies to the policy, not per **Pet**. This rule does not apply to **Claims** for Wellness.

PART IV – EXCLUSIONS

Please read the following exclusions carefully. If an exclusion applies, we will not provide **Coverage** under this policy

and you will not be reimbursed for any cost of **Treatment** you have paid for. We do not cover:

1. **Pre-existing Conditions.** In addition, the following **Illnesses** or **Injuries** shall be considered **Pre-existing Conditions**:
 - a. If a Pet has been diagnosed or treated for Cancer of IVDD (Intervertebral Disk Disease) prior to the end of the **Waiting Period** any subsequent Cancer or IVDD manifestation, diagnosis, or treatment will be considered a **Pre-existing Condition**;
 - b. If a **Pet** has been diagnosed or treated for hyperthyroidism prior to the end of the **Waiting Period**, any hyperthyroidism **Treatments** and **Medications** are not covered, as well as **Medications** for any kidney, heart, and high blood pressure conditions that may develop;
 - c. If a **Pet** had **Undiagnosed** masses prior to the end of the **Waiting Period**, any mass, or condition where a mass is a **Clinical Sign**, is not covered, including those caused by cancer. If the cause of the mass that occurred prior to the end of the **Waiting Period** can be diagnostically narrowed down via cytology, unrelated conditions may be covered;
 - d. Orthopedic **Conditions** and **Illnesses** occurring or showing **Clinical Signs** during the Orthopedic **Waiting Period**, even if the **Accident Waiting Period** is complete (for **Accident** coverage); and
 - e. If a **Pet** has been diagnosed, treated, or was showing **Clinical Signs** of renal disease prior to the end of the **Waiting Period**, any renal **Treatments** and **Medications** are not covered, as well as any related conditions that may develop. This includes, but is not limited to: vomiting, diarrhea, dehydration, constipation, blood pressure or pH issues, and cardiac complications.

However, for the purposes of this exclusion, temporary conditions that started prior to the end of the **Waiting Period** that have not shown any **Clinical Signs** for a period of six (6) consecutive months shall not be considered **Pre-existing Conditions**.

Specific situations include, but are not limited to:

- a. If your **Pet** showed **Clinical Signs** of any **Dermatological Condition** prior to the end of the **Waiting Period**, your **Pet** must be free of any **Dermatological Conditions** for six (6) consecutive months before any **Dermatological Conditions** may be covered again; or
 - b. If your **Pet** has been treated for **Undiagnosed** vomiting and/or diarrhea prior to the end of your **Pet's Waiting Period**, your **Pet** must be free of conditions with the same **Clinical Signs** for six (6) consecutive months before any conditions with the same **Clinical Signs** may be covered again.
2. **Preventative Care** including, but not limited to: wellness exams or tests, preventative **Treatment**, tests or diagnostic procedures, **Vaccinations**, flea and other parasite prevention, **Spaying** or **Neutering** (including preventative sterilization **Surgery**, such as for **Treatment** for cryptorchidism, chimerism, or chromosomal abnormalities); grooming, and de-matting;
 3. More than one (1) anesthetic removal of an ingested foreign body in one (1) period of insurance;
 4. Air **Ambulance** and non-emergency ground **Pet Ambulance** transportation;
 5. The cost of disposing of your **Pet's** remains other than cremation;
 6. The cost of boarding your **Pet**;
 7. Costs of **Treatments** arising from your decision to pursue a course of **Treatment** other than that which was recommended to you by your **Veterinarian**, unless specifically authorized by us prior to **Treatment**. Examples include, but are not limited to:
 - a. Cost of **Treatments** continued after a **Veterinarian** has recommended a **Pet** be euthanized for humane reasons;
 - b. Ignoring a **Veterinarian's** recommendation to amputate a leg, resulting in extra costs associated with **Treatment** of gangrene; and
 - c. Ignoring a **Veterinarian's** recommendation to remove an eye, resulting in extra costs associated with chronic eye issues;
 8. **Treatment** for any **Injury** or **Illness** deliberately caused by you, your family members, anyone living with you, or any other persons who have care, custody, or control of your **Pet**;
 9. **Treatment** for **Injury** or **Illness** caused by deliberate endangerment of your **Pet**, such as organized fighting;

10. **Treatment** for **Injury** or **Illness** caused by persistent neglect of your **Pet**;
11. **Treatment** for any **Injury** or **Illness** resulting from commercial use activities related to racing, personal protection, law enforcement or guarding, unless specifically authorized by us prior to the **Original Start Date** as shown on the Schedule Page.
12. Veterinary **Treatment** for **Dental Illness** as specified below:
 - a. If your **Pet** has any signs or evidence of periodontal disease, periodontitis, gingivitis, resorptive lesion(s), tartar or stomatitis prior to the **Original Start Date** or during any applicable waiting periods;
 - b. Toothbrushes, toothpastes, dental foods, chews, rinses or preventive dental care, including prophylaxis, at any time or for any reason;
 - c. Open or closed deep cleaning at any time or for any reason; and
 - d. Removal of deciduous teeth.
13. Cosmetic, aesthetic, or elective **Surgery** including tail docking, ear cropping, de-clawing, or any other surgical procedure not related to **Injury** or **Illness**;
14. Natural supplements, vitamins, and all foods, whether prescribed or not, including, but not limited to, Denamarin, Glucosamine, probiotics, shampoo, conditioner, or ear cleaner;
15. **Treatments** for any **Illness** for which a vaccine is available for your **Pet** to prevent such **Illness** and for which **Vaccination** is both recommended by your **Veterinary Provider** and rejected by you. For the purposes of this exclusion, such **Illness** shall include, but not be limited to, “core **Vaccinations**” as stated by the American Animal Hospital Association Canine Vaccine Guidelines for your dog or “highly recommended **Vaccinations**” as stated by the American Association of Feline Practitioners for your cat;
16. Any administration fees charged by a **Veterinary Provider** or others, including chart set-up fee or for providing information which may be required by us;
17. Professional fees and services performed by a **Veterinary Provider** for his/her own **Pet**;
18. Osteosarcoma diagnosed or showing clinical signs within the orthopedic waiting period.
19. Costs for any **Treatment** for:
 - a. Genetic/chromosome testing;
 - b. Procedures to determine the suitability or categorization of your **Pet** for breeding or genealogical purposes, including Penn HIP and OFA evaluations;
 - c. Costs resulting from breeding, pregnancy, whelping or queening;
 - d. Costs arising from any **Treatment** for reproduction purposes; or
 - e. Costs arising from cell-replacement therapies, except where deemed **Medically Necessary** by our **Medical Director**;
20. Costs for any **Treatment** arising from:
 - a. Avian or swine flu or any mutant variation;
 - b. Intentional slaughter by, or under, the order of any government or public or local authority; or
 - c. Epidemics or pandemics as declared by the U.S. Department of Agriculture;
21. Costs for any **Treatment** arising from a nuclear reaction, radiation, radioactive contamination, or the discharge of a nuclear device, whether controlled or uncontrolled, accidentally or otherwise;
22. Costs for any **Treatment** arising from a chemical, biological, bio-chemical, or electromagnetic weapon, device, agent or material whether controlled or uncontrolled, accidentally or otherwise;
23. Costs for any **Treatment** arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped, strikes, riots, or civil commotion;
24. Costs or fees for time and travel expenses to a **Veterinarian’s** premises or hospital;
25. **Claims** for veterinary charges, fees, or other related expenses exceeding eligible benefits or because such expenses are in excess of the fees usually charged by the provider being used; and
26. Experimental **Treatments**, therapies and **Medications** including any **Treatment** for a cloned animal or utilizing a cloned animal.

PART V – LIMITS OF INSURANCE

Regardless of the number of **Claims** made or covered **Injuries** or **Illnesses** that occur during the period of insurance, our total liability for each period of insurance for all covered benefits shall not exceed the amounts shown on the Schedule Page(s) under **Annual Maximum Benefit**.

PART VI – OPTIONAL COVERAGES

IF SHOWN AS APPLICABLE IN THE SCHEDULE PAGE(S), THE FOLLOWING OPTIONAL **COVERAGES** APPLY SEPARATELY TO EACH **PET**.

Wellness Benefits

We will pay the actual costs incurred for the following Wellness Benefits your **Pet** receives from a licensed **Veterinarian**, or are prescribed by a **Veterinarian**, during the policy period up to the Maximum Limit shown in the Wellness Benefit Schedule. Benefits will not exceed the Maximum Benefits shown below. **Deductible** and **Reimbursement** requirements do not apply to Wellness Benefits.

Benefit Schedule	Routine 125	Routine 250	Routine 400
Wellness Exam	\$ 15.00	\$ 25.00	\$ 35.00
Vaccinations Canines: DHL-P Parvovirus Rabies Bordetella Lyme Disease Corona Virus Felines: FVRCP FeLV FIP Rabies	\$ 25.00	\$ 50.00	\$ 75.00
Preventative Heartworm Test Flea Medications Microchip Identification	\$ 50.00	\$ 60.00	\$ 100.00
Behavior Training	\$35.00	\$50.00	\$75.00
Maintenance Spay/neuter Teeth cleaning Blood panel Urinalysis EKG	N / A	\$ 50.00	\$ 100.00
Health Screens Fecal Test FeLV / FIV	N / A	\$ 15.00	\$ 15.00

Wellness Schedules

Routine 365		Routine 575
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Benefits:

Wellness Exams	\$50.00	\$75.00
Vaccines: Flea, Tick and Heartworm Heartworm Preventative DHLP Parvo/Corona Bordetella Lyme Canine Influenza FVRCP Leukemia FIP (Feline Infectious Peritonitis) Other Vaccines as approved for general use by AVMA, or equivalent industry regulating entity	\$75.00	\$100.00
Spay / Neuter or Teeth Cleaning	\$100.00	\$150.00
Tests: Blood Panel Heartworm Test Fecal Test Urinalysis Test FeLV Test (Leukemia)	\$65.00	\$100.00
Microchip / Health Certificate /Behavioral Exam and/or Treatment	\$60.00	\$120.00
Deworming	\$15.00	\$30.00
	\$365.00	\$575.00

PART VII – OTHER TERMS AND CONDITIONS

1. **Paying Your Premiums**

Your policy does not become legally binding until you have paid your premium. The premium is payable when you take out a new policy and when you renew an existing policy. Your policy is an annual contract of insurance with the option to pay annually or monthly. You must pay your premiums in full and on time to remain covered. Premiums may increase at renewal for **Benefit** increases, age, veterinary cost inflation, and other actuarial changes. Premiums may also change during the policy term for changes in your address, your **Pet's** details, or other policy parameters.

2. **Cancellation**

You may cancel this policy at any time by emailing or writing to us and stating the future date that you wish the cancellation to be effective. We may cancel this policy at any time within the first sixty (60) days of the policy period.

To cancel this policy, we will mail a notice of cancellation to the named insured shown on the Declaration at the

last known address shown in our records. If we cancel this policy within the first sixty (60) days after the effective date, notice of cancellation will be mailed at least thirty (30) days, or as applicable by state law, before the effective date of the cancellation.

After this policy has been in effect for more than sixty (60) days, notice of cancellation due to any reason, other than nonpayment of premium, will be mailed at least sixty (60) days, or as applicable by state law, before the effective date of cancellation.

If we cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed at least ten (10) days, or as applicable by state law, before the effective date of the cancellation.

After this policy is in effect for more than sixty (60) days, or if this is a renewal or continuation policy, we may only cancel for one or more of the following reasons:

- a. You fail to pay your premium by the due date in accordance with the policy terms;
- b. The policy was obtained through fraud, misrepresentation or concealment in your application;
- c. We have agreed to issue a new policy with the same or an affiliated company;
- d. The Department of Insurance of the state governing the policy determines that a continuation of the policy could place us in violation of that state's insurance laws; or
- e. You fail to comply with the policy terms and conditions in a manner that prejudices or negatively affects our ability to properly assess or evaluate the **Claim** or other material rights we have under the policy.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all **Coverage** for all persons and all **Pets**. If this policy is canceled, **Coverage** will not be provided as of the effective date of the cancellation shown on the notice of cancellation.

3. **Cancellation Refund**

Upon cancellation, you may be entitled to a premium refund. If you provide us written notice of cancellation within thirty (30) days of the **Original Start Date** and you have made no **Claim**, we will refund the premium you paid us and the policy will be canceled.

If you have made a **Claim** within thirty (30) days of the effective date, the premiums paid for or allocable to the first month of **Coverage** become fully earned upon the submittal of the **Claim**, and you will only receive a refund for any premiums paid for periods beyond the first month.

After the first thirty (30) days of the policy period, we will compute any refund due on a daily pro-rata basis.

4. **Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice of non-renewal to the named insured shown on the Declaration at the last known address appearing in our records. Notice, including the reason for non-renewal, will be mailed at least sixty (60) days, or as applicable by state law, prior to the end of the policy period.

5. **Misrepresentation, Concealment, or Fraud**

This policy is void in any case of fraud, intentional concealment, or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

- a. This policy;
- b. Your **Pet**;
- c. Your interest in your **Pet**; or
- d. A **Claim** under this policy.

6. **Rights**

In the event we reimburse a **Claim** contrary to the policy terms and conditions, this payment will not constitute a waiver of our rights to apply the terms and conditions retrospectively as they stand to any paid **Claims** or to any future **Claims** for that or any related condition. We reserve our right to recover from you any **Claim** settlement paid in error.

7. **Splitting of Charges**

In the event an **Allowable Charge** is for both covered and non-covered conditions, the **Allowable Charge** may be split into a covered and a non-covered **Allowable Charge** to calculate your **Claim** settlement.

8. **Allowable Charges Disputes**

In the event that your **Veterinary Provider** charges an amount for **Treatments** in excess of those typically charged in your geographic area for identical **Treatments** or **Professional Services** or **Treatments** that are not **Medically Necessary**, we reserve the right to dispute the amount of the **Allowable Charges** to be reimbursed. Should we fail to resolve such disputes to your satisfaction, such disputes shall be resolved by means of the procedures listed in 'Part IX – Appeals and Complaints' of the policy.

9. **Changes to Coverage**

Changes to **Coverage** and adding or removing benefit endorsements are only allowed at policy renewal. In the event you choose to increase your **Pet's Coverage** after the **Original Start Date**, the **Waiting Period** and the determination of **Pre-existing Conditions** reset as of the date of the **Coverage** change. There is no reset for a decrease in **Coverage**.

10. **Premium Discounts**

The Company may, from time to time at its option, offer Premium discounts to the named insured who meets certain underwriting criteria. These discounts may be altered, changed, modified, revised, discontinued, or terminated at any time by the Company at its discretion, upon thirty (30) days written notice to you.

11. **Promotional Offers Insurance**

Each named insured may occasionally receive promotional offers, which include, but are not limited to, gift cards, coupons, gift certificates, and items of merchandise. The maximum value of any promotional item will not exceed \$25.00.

12. **Pet Residence Restriction**

It is your responsibility to notify us of any change in address. A change in your primary address may result in a change to **Coverage** availability and rates.

13. **Other Insurance**

You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this policy. If you do, we will pay our share of the **Allowable Charges**. Our share is the proportion that the applicable Limits of Insurance under this policy bears to the Limits of Insurance of all insurance covering on the same basis.

If there is other insurance covering the same **Allowable Charges**, other than that described above, we will pay only for the amount of **Allowable Charges** in excess of the amount due from that other insurance, whether you can collect on it or not. Nevertheless, we will not pay more than the applicable Limits of Insurance.

It is your responsibility to notify us in the event that other insurance is in force. Failure to do so may be considered concealment and may render **Coverage** provided under this policy null and void and all outstanding

Claims shall be forfeited and not paid.

14. Dual Coverage With Us

We will not insure your **Pet** under more than one **Pet** insurance policy during any policy period. If we find an insured has more than one such policy, **Coverage** will be provided under the plan that has been in force for the longer period of time.

15. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring legal action or transfer those rights to us and help us enforce them.

16. Joint and Individual Interests

If there is more than one named insured on this policy, any named insured may cancel or change this policy. The action of one named insured shall be binding on all persons afforded **Coverage** under this policy.

17. Transfer

This policy may not be transferred to another person without our written consent.

18. Period of Insurance and Territory

This policy applies only to **Injuries** and/or **Illnesses** occurring during the policy period shown on the Declaration and which occur anywhere in the world.

19. Electronic Delivery

By accepting the terms of this insurance as evidenced by the payment of premiums, you agree that this policy, any endorsements and any notices may be delivered to you by electronic mail via the Internet.

20. Conformity to State Statutes

When this policy's provisions are in conflict with the statutes of the state in which this policy is issued, the terms and conditions are amended to conform to such statutes.

21. Liberalization

If we adopt any revision that would broaden the **Coverage** under this policy without additional premium within forty-five (45) days prior to or during the policy period, the broadened **Coverage** will immediately apply to this policy.

22. Governing Law

This policy is deemed negotiated and entered into the state in which it was delivered, and any rights, remedies, or obligations provided for in this policy, shall be construed and enforced in accordance with that state.

23. Policy Endorsements & Declarations Changes

You may request change to the terms of this policy, other than changes to coverage and endorsement limits, at any time prior to the expiration date of the policy. If the change is approved a new policy form will be issued. The new policy will be subject to the **Waiting Period** and the determination of **Pre-existing Conditions**. This rule does not apply to a policy change made due to the following conditions:

- a. The death of a **Pet** on a Family Plan policy; or
- b. A change of address resulting in a rate change.

24. Installment Payment

If you elect to pay your premium monthly, we will charge you the non-refundable Installment Fee listed on the Declarations page. This fee is waived if you pay annually.

PART VIII – HOW TO FILE A CLAIM

Contact Information

PetFirst Pet Insurance
Claims Department
400 Missouri Avenue
Jeffersonville, IN 47130
Phone: 866-937-7387
Fax: 877-281-3348
Email: SubmitClaim@petfirst.com

Claim Procedure

Any **Claim** you make will be assessed fairly, reasonably, and promptly against the information you provide and the terms of the policy.

All **Claims** must be submitted and received by us within ninety (90) calendar days, or as soon as reasonably practicable, of the **Treatment** date or date of the receipt furnished to you in connection with such **Professional Services**. You must submit a **Claim** form that has been properly completed. A loss is payable within (thirty) 30 days after we receive all necessary documentation.

- **Coverage** cannot be determined by phone or email communications without a prior complete **Claim** submission.
- All **Claims** must be submitted on the **Claim** form that is enclosed with your policy documents.
- You may download the **Claim** form from our website or request that a **Claim** form be mailed to you.
- You must provide all itemized invoices from your **Veterinary Provider** along with your completed **Claim** form before we will reimburse you. Save the originals should we require them from you.
- By submitting a **Claim** for consideration, you agree to obtain or allow the release of all Veterinary records needed to support the **Claim**.
- You must cooperate with us in the investigation or settlement of the **Claim**.

Upon completion of the **Claim** review you will receive an Explanation of Benefits form providing details regarding the determination of the outcome of your **Claim**. If you disagree with the outcome of your **Claim**, you may appeal the decision as described in the following section, 'Part IX – Appeals and Complaints'.

PART IX – APPEALS AND COMPLAINTS

Contact Information

PetFirst Pet Insurance
Claims Department
400 Missouri Avenue
Jeffersonville, IN 47130
Phone: 866-937-7387
Fax: 877-281-3348
Email: SubmitClaim@petfirst.com

The following describes the process for filing an appeal in the event you are not satisfied with the outcome of your **Claim**. All requests for an appeal must be submitted to us within ninety (90) days, or as soon as reasonably practicable, of the date on your Explanation of Benefits, or as soon as reasonably practicable, on other actions giving rise to your complaint. You may contact us using the information above.

Appeal Procedure

1. First Appeal

Upon receipt of your formal appeal or complaint, we will contact you within five (5) business days to acknowledge receipt of your appeal. You will receive a response to your appeal or an appeal status communication within ten (10) business days. We will communicate the status of your appeal in ten (10) day increments until the appeal review has been completed and a determination has been sent to you.

2. Second Appeal

If you disagree with our decision in the first appeal, you may request an external review. This request must be made within thirty (30) days of the date of the First Appeal decision communication. An impartial **Veterinarian** selected by the Company or its authorized administrator, who is independent of the Company or its authorized administrator and the Insured, who is not controlled by us, and who has not been a part of your **Pet's** veterinary team previously, will conduct an external review. The Company or its authorized administrator will provide the decision to the named insured within three (3) business days of receiving the independent **Veterinarian's** report.

3. Complaints

If you disagree with the decision made at any time during the appeal process, you have the right to file a complaint with your State Department of Insurance. Please refer to your individual State Department of Insurance for details and applicable rules and laws.