INDEPENDENCE AMERICAN INSURANCE COMPANY

AccidentCare
Terms and Conditions

1. Insuring Agreement

In return for receiving Your payment of premium when due, We will provide insurance for Your Pet(s) as detailed in the Policy terms and conditions. This agreement also includes the Declarations Page and any endorsements.

2. Definitions

Defined terms are in bold print throughout the Policy for ease of reading.

a. **Accident** means a sudden and unpreventable event that causes physical **Injury** to Your Pet(s).

b. **Alternative Therapies** means Treatment that does not generally fall within the realm of conventional veterinary medicine as used by the American Association of Rehabilitation Veterinarians (AARV). These therapies include, but are not limited to, holistic, acupuncture and chiropractic Treatment, performed by a **Veterinarian** or a veterinary staff member under the direct supervision of a **Veterinarian**.

c. **Annual Limit** means the maximum amount We will reimburse You for all Covered Expenses during a Policy year. Your Annual Limit is shown on the Declarations Page.

d. **Behavioral Problems** means manifestations of a Pet exhibiting abnormal responses to stimuli, not caused by an underlying medical condition, including but not limited to, aggression, anxiety and destructive and/or compulsive behavior.

e. **Bilateral Condition** means a condition or disease that affects both sides of the body (examples: cruciate ligament, cherry eye and lameness).

f. **Coinsurance** means Your portion of Covered Expenses after the Deductible is met. Your Coinsurance amount is shown on the Declarations Page.

g. **Complementary Therapies** means non-prescription Treatment(s) that are used alongside conventional medical therapies and have been prescribed by a **Veterinarian**. They are available from health shops, supermarkets and pharmacies. Most of these Treatments are available for purchase over the counter.

h. **Coverage Period** means the time period specified on the Declarations Page beginning on the effective date and ending on the expiration date. All dates are as of 12:01 AM in the time zone of the Policyholder.

i. **Covered Expenses** means the Reasonable and Customary charges for Medically Necessary Treatments provided by Your Veterinarian during the Policy period that are eligible for reimbursement under this Policy.

j. **Declarations Page** means the page(s) sent to You with specific information about the Policy regarding Policy period, coverages, limits of liability and premiums.

k. **Deductible** means the annual amount of Covered Expenses that must be paid by You for each Pet before We will pay a claim for Covered Expenses. Your Deductible is shown on the Declarations Page.

l. **Dietary Indiscretion** describes gastrointestinal upset that occurs when a Pet ingests something its body cannot tolerate, including but not limited to, consumption of table scraps, garbage, or spoiled food. We consider this an **Illness**.

m. **Foreign Body Ingestion** means the ingestion of a non-edible/non-digestible object(s) originating outside the body and ingested into the mouth and through the gastrointestinal tract leading to an obstruction or passing an item(s) on their own. We consider this an **Accident**.

n. **Illness** means physical disease, sickness, infection, condition or failure, regardless of cause.

o. **Incident** means a specifically identifiable **Illness** or **Injury**. Incident may include multiple diagnoses when they are secondary or related. If an Incident is recurring or chronic, it will be considered one (1) Incident.

p. **Injury** means physical damage caused by an **Accident**.

q. **Medically Necessary** means medical services, supplies or care provided to treat covered Pet(s) which are:

   i. consistent with Symptoms or diagnoses.

   ii. accepted as good veterinary practice standards.

   iii. not for the ease or the request of the Pet(s) owner, **Veterinarian** or other providers.

   iv. consistent with proper supply or level of services which can be safely provided to the Pet(s).

r. **Medical Waste Fees** mean the charges associated with the disposal of medical, surgical or chemotherapeutical waste.

s. **Onset** means the beginning or first appearance of the signs or Symptoms of an **Illness** or **Injury**.

t. **Per Incident Limit** is the maximum We will reimburse You for a Covered Expense for each Incident with an Onset date within the Coverage Period. Your Per Incident limit is shown on the Declarations Page. Per Incident Limits do not reset at renewal or with changes to coverage.
u. Pet(s) refers to the covered animal(s) listed on the Declarations Page.

v. Pet Ambulance means a Pet medical transportation service vehicle equipped with stretchers, hydraulic tables, oxygen and a driver and/or veterinary technician.

w. Pet Original Start Date means the effective date when the Pet was first covered by a Policy administered by Us or Our authorized administrator, unless otherwise stated on the Declarations Page.

x. Policy means the terms and conditions and most recent Declarations Page which includes any forms and endorsements that apply.

y. Pre-existing Condition means any Injury which occurred, recurred, existed or showed Symptoms, whether or not diagnosed by a Veterinarian, prior to the Pet Original Start Date, Coverage Period or during the Waiting Period. Pre-Existing Conditions are only eligible after three hundred and sixty-five (365) days of continuous coverage and only for Treatment that occurs after the three hundred and sixty-five (365) day Waiting Period.

z. Prescription Medication means any medicine that is dispensed from a Veterinarian pharmacy or with a written prescription from a Veterinarian that may only be filled at a pharmacy.

aa. Preventive Care means Treatment intended for the prevention of an Injury.

bb. Treatment means any test, x-ray, medication, surgery, hospitalization, nursing, and care provided or prescribed by a Veterinarian to treat a covered Injury. Treatment must be performed by a licensed Veterinarian to be considered for eligibility.

c. Veterinarian means a licensed physician for animals and a provider of veterinary medicine. Veterinarian shall not include You or a member of Your immediate family.

d. Waiting Period means a period of time specified in the Policy that must pass before some or all of the coverage begins.

The Waiting Period applies to the Pet Original Start Date and any coverage increases but does not apply to Your annual renewal, provided You maintain continuous coverage with Us. The Waiting Period begins as of the effective date of the Coverage Period.

e. We/Us/Our (also Insurer) means Independence American Insurance Company.

ff. You/Your (also Policyholder) means the person named in the Declarations Page.

3. What is Covered

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

a. Laboratory tests, x-rays, ultrasound, MRI and CT scans;

b. Surgery;

c. Hospitalization;

d. Prescription Medication that is prescribed by a Veterinarian;

e. Extractions to permanent broken teeth due to an Accident;

f. Hydrotherapy and Physical Therapy;

g. Emergency ground Pet Ambulance transportation in the case of an emergency;

h. Euthanasia when advised by a Veterinarian to alleviate suffering; and

i. Pre-existing Conditions after a three hundred and sixty-five (365) day Waiting Period.

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

4. Waiting Periods for Coverage

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

There is a three hundred and sixty-five (365) day Waiting Period per Pet before We will cover a Pre-existing Condition

Waiting Periods are waived for subsequent renewals and add-on coverage from a preceding Policy year provided You maintain an
active Policy, with no gap in coverage, annually renewed and continuously in-force.

If Your Pet was previously covered under an Independence American Insurance Company group pet insurance policy that was in effect immediately before the effective date (no gap in coverage) of this Policy, credit toward satisfying the Pre-Existing Condition Waiting Period and other Waiting Periods will be applied for the period of time the Pet was covered under the prior group pet insurance policy. Submission of the prior policy declarations page and/or the verification of premiums paid through payroll deduction may be required.

5. Exclusions
   a. Illness regardless of cause.
   b. Pre-existing Conditions prior to the Waiting Period specified in section 4.
   c. Bilateral Conditions, presenting on one (1) side of the body will be considered Pre-existing Conditions.
   d. Physical examination: including costs and/or fees for telephone consultation unless You purchase Optional ExamPlus Coverage.
   e. Treatment that has been pre-paid but not yet performed.
   f. Treatments or diagnostics of an Injury or service excluded by the Policy as well as secondary complications from such excluded Injury or service. Secondary complications include but are not limited to an Injury caused by an uncovered condition or the Treatment of an uncovered condition.
   g. Intentional, neglectful or preventable acts caused by You, a member of Your household or any other person that has care, custody or control of Your Pet(s), that result in Injury to Your Pet(s).
   h. Elective cosmetic, grooming, bathing and nail clipping, including any Injury that results from these services.
   i. Fees to diagnose or treat any Injury related to breeding, pregnancy, whelping and nursing.
   j. Any conditions related to teeth including but not limited to gingivitis, periodontal disease, root canals, caps and crowns, vital pulpotomies, deciduous teeth, diseased and abscessed teeth (except Medically Necessary extractions for permanent broken teeth due to an Accident). The cost of dental cleaning unless You purchase Optional DefenderPlus Coverage.
   k. Preventive Care including, but not limited to, wellness exams, preventative Treatment, vaccinations, flea control and other parasite prevention, unless You purchase Optional Defender or DefenderPlus Coverage.
   l. Spaying or neutering (including preventative sterilization surgery, such as for Treatment for cryptorchidism, chimerism or chromosomal abnormalities), unless You purchase Optional DefenderPlus Coverage.
   m. All diets, Pet food, whether prescribed or not. This does not include a prescription diet used as the sole Treatment of a covered condition.
   n. More than one (1) Injury for the life of a Pet arising from a repetitive and specific activity or similar activity that has previously occurred and displayed the propensity for this activity to happen again and cause Injury to Your Pet(s). Examples include, but are not limited to, Foreign Body Ingestion, dogfights and toxin ingestion.
   o. Diagnostics or Treatment for internal or external parasites, and any secondary Injury that may arise including, but not limited to, fleas, ticks, giardia, heartworms, and roundworms.
   p. Air ambulance and non-emergency Pet Ambulance transportation.
   q. Experimental, investigational Treatment, organ and tissue transplants or prosthesis.
   r. Veterinary package discount cost, Sales tax, Medical Waste Fees, veterinary administrative, shipping and postage fees.
   s. Veterinary fees for the cost of disposing of the remains of Your Pet(s) unless You have purchased the Optional SupportPlus Coverage.
   t. House calls, travel time, boarding and/or transportation.
   u. Conditions resulting from activities related to training or participating in track or sled racing, guard security, law enforcement (unless authorized in advance by Us), working or organized fighting.
   v. Injury caused by: a) enemy attack by armed forces, with or without a state of war, including actions taken in resisting the attack; b) insurrection; c) rebellion; d) revolution; e) invasion; f) civil war; g) illegal acts; h) usurped power; i) nuclear radioactive contamination; j) pandemic conditions; k) chemical, biological, biochemical or electromagnetic weapon; l) acts of foreign enemies; m) strikes; n) riots; o) civil commotion; p) epidemic; or q) avian or swine influenza or any mutant variation
   w. Anal gland expression. This does not include Prescription Medication and surgical Treatment for anal gland infection.
   x. Treatment for Your Pet being obese or overweight, if not due to an underlying medical condition.
   y. Final Expenses for Necropsy, cremation, urns, etc. unless You purchase Optional SupportPlus Coverage.
   z. Luxating Patella and Cruciate Ligament conditions, this includes any associated meniscal Injuries or another condition secondary to cruciate ligament Injury, tear or rupture.
6. Optional Coverages

If chosen by You, and shown as applicable on the Declarations Page, the following optional coverages apply separately to each Pet per Policy year. Some coverage options may be restricted by Pets age at time of sign-up.

Defender DefenderPlus

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

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

Benefit Schedule

<table>
<thead>
<tr>
<th>Preventive Benefit</th>
<th>Defender</th>
<th>DefenderPlus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spay/Neuter or Teeth Cleaning*</td>
<td>$0</td>
<td>$150</td>
</tr>
<tr>
<td>Rabies Vaccine</td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td>Flea/Tick/Heartworm Prevention</td>
<td>$80</td>
<td>$95</td>
</tr>
<tr>
<td>Vaccination/Titer</td>
<td>$30</td>
<td>$40</td>
</tr>
<tr>
<td>Wellness Exam</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td>Heartworm test or FELV (Feline Leukemia Virus) screen</td>
<td>$25</td>
<td>$30</td>
</tr>
<tr>
<td>Blood, fecal, parasite exam</td>
<td>$50</td>
<td>$70</td>
</tr>
<tr>
<td>Microchip</td>
<td>$20</td>
<td>$40</td>
</tr>
<tr>
<td>Urinalysis or ERD Test (Early Renal Disease Test)</td>
<td>$15</td>
<td>$25</td>
</tr>
<tr>
<td>Deworming</td>
<td>$20</td>
<td>$20</td>
</tr>
</tbody>
</table>

*Benefits may be combined or separate up to the maximum allowable limit

SupportPlus

We will reimburse You, if shown on the Declarations Page, for the cost of final expenses for necropsy, cremation and urns upon the death of each Pet covered for such costs incurred after the Waiting Period and during the Coverage Period up to a maximum benefit of three hundred dollars ($300) subject to the Annual Limit amount. Coinsurance and Deductible provisions do not apply to SupportPlus Coverage.

ExamPlus

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

AlternativePlus

We will reimburse You, if shown on the Declarations Page, after a thirty (30) day Waiting Period, for the Covered Expenses that occur during the Coverage Period subject to Policy limits and exclusions including, but not limited to, Coinsurance, Deductible and Annual Limit, for Alternative and Complementary Therapies and the diagnosis and Treatment of Behavioral Problems. There is an Annual Limit of one thousand dollars ($1,000) for Behavioral Problems.
7. General Conditions

a. This Policy only applies to losses that occur and are treated within the United States, its territories and possessions, and Canada. No coverage exists for an Incident or Treatment that occurs outside of the above territories.

b. If a claim arises under this Policy and there is any other insurance providing Coverage to Your Pet(s), We will pay our share of Covered Expenses. Our share is the proportion that the applicable limits of insurance under this Policy bears to limits of insurance of all insurance covering on the same basis. It is Your responsibility to notify Us if other insurance is in force.

c. We will not insure Your Pet under more than one (1) Pet insurance Policy with Us during any Policy period. If We find that an insured has more than one (1) such Policy with Us, coverage will be provided under the Policy that has been in force for the longer period of time.

d. Your Pet(s) must receive an annual physical exam, as well as all prescribed vaccines as advised by Your Veterinarian.

e. You must follow and carry out the Veterinarian’s advice and show reasonable care to protect the Pet(s) from harm.

f. You are the owner of Your Pet(s).

g. Coverage for Your Pet(s) will cease if ownership is changed.

h. If any Policy wording conflicts with the laws of the state in which this Policy is issued, the wording will be amended to meet the laws of that state.

i. Authorized representatives must be added by the Policyholder. Any authorized representative may cancel or change the Policy. The action of any authorized representative will be binding.

j. Continuing coverage for a covered Incident from a preceding Policy is subject to the terms and conditions of this Policy. Per Incident Limits for any covered expense under a previous Policy will not reset at Policy renewal or replacement. In the case of continuous coverage where a Per Incident Limit is lower than the previous term, the lower Per Incident Limit will apply.

k. By accepting the terms of this insurance as evidenced by the payment of premiums, it is agreed that this Policy, endorsements, and any other notices may be delivered to You by electronic mail via the internet at Our option. All Policy forms, any notices and endorsements are available to You, at Your request, in paper form at no charge to You. A copy of Your Policy is available on Our customer portal.

l. Your Policy will become legally binding once You have paid Your premium. The premium is due when You take out a new Policy and when You renew an existing Policy. Your Policy is an annual contract of insurance with a monthly and annual payment option. Premiums must be paid in full and on time to maintain coverage.

m. This Policy will automatically renew unless We receive a cancellation or intent to not renew notice from You before the renewal date. Premiums may increase at renewal for Pet age, veterinary cost inflation, actuarial changes, address changes, Annual Limit increase and other Policy parameters.

n. If You wish to make changes to Your coverage, please contact Us. Any change is subject to underwriting and Our approval. Certain changes may result in a new enrollment, which would terminate Your existing Policy and reset the Waiting Period and the determination of Pre-existing Conditions.

o. Each named insured may receive certain promotional offers, which includes, but is not limited to, gift cards, coupons, gift certificates, and items of merchandise. The maximum value of any promotional item will not exceed the maximum dollar amount allowed in the state of residence.

p. From time to time, at Our option and in compliance with all applicable law, We may advertise special promotions or offer the policyholder free gifts, including small cash rewards and incentives, for customer referrals or if the person recommended to Us purchases a Policy.

q. From time to time, at Our option and in compliance with all applicable law, We may offer value added benefits or services directly relating to this coverage that may assist in the servicing of the Policy, mitigate loss or provide loss control that aligns with the risks of the Policy.

r. Benefits are not assignable except that You may direct Us to pay benefits to the Veterinary provider on whose charges any claim is based. Any such payment that We make will fully discharge Us to the extent of the payment.

s. This Policy is valid for a period of twelve (12) months (three hundred and sixty-five (365) days) from effective date.

8. Renewal, Cancellation and Nonrenewal

a. We will automatically renew Your Policy at expiration unless You are otherwise notified of nonrenewal.

b. You may cancel this Policy by mailing or delivering to Us written notice of cancellation at least:

i. Thirty (30) days before the date of cancellation if We cancel for nonpayment of premium.

ii. Thirty (30) days before the date of cancellation if We cancel for any other reason.

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d. **We** will mail or deliver **Our** notice of cancellation or nonrenewal to **Your** last mailing address known to **Us**.

e. Notice of cancellation will state the reason for cancellation and the effective date of cancellation. Insurance coverage under this **Policy** will end on that date.

f. **We** may elect to nonrenew this **Policy** on the expiration date shown on the **Declarations Page**. **We** may do so by mailing to **You** written notice, stating the reason for nonrenewal, at least forty-five (45) days prior to the expiration date of **Your** **Policy**.

g. If notice of cancellation or nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

h. If either **You** or **We** cancel the **Policy**, **We** will refund **You** any unearned premium on a daily pro-rata basis.

i. **We** may change the premium, **Coinsurance** amounts, annual **Deductibles** and **Policy** terms and conditions at renewal. **You** will be notified of all changes in writing at least thirty (30) days before the renewal date.

j. If **You** intentionally misrepresent or conceal any material fact that **We** rely on to issue or administer coverage, **We** may cancel **Your** **Policy** effective the date of discovery of the germane misrepresentation.

k. The first time **You** enroll **Your Pet(s)** in one (1) of **Our Policies** **You** have thirty (30) days from the effective date to cancel and receive **Your** paid premium back in full, as long as **You** have not filed a claim.

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

9. **Claims Conditions**

a. In the event **You** incur a loss, **You** must notify **Us** by providing the following:

   i. A completed claim form within one-hundred and eighty (180) calendar days, or as soon as practicable, of the date of **Treatment** or veterinary services or date of receipt furnished to **You** in connection for such **Treatment** or veterinary services.

   ii. Invoices from **Your** treating **Veterinarian** listing the services performed, products provided and the itemized charges for **Treatment**, including packages and/or discounts.

   iii. A payment receipt when submitting a handwritten invoice. If payment receipt is not provided the invoice will be verified with **Your** **Veterinarian** prior to claim processing.

b. **We** reserve the right to ask for information from any **Veterinarian** that has ever seen **Your Pet(s)** to assess its health.

c. **We**, at **Our** expense, have the right to have any covered **Pet(s)** examined by a **Veterinarian** of **Our** choice as often as reasonably necessary while a claim is pending.

d. If **You** disagree with the decision made by **Us**, **You** have the right to an appeal. Any claim submitted for reconsideration must be submitted within sixty (60) days, or as soon as reasonably practicable, of the decision and must be in writing on a Claims Redetermination Request Form which is available from **Us**. If the appeal is regarding a disagreement over medical facts, rather than **Policy** coverage or terms, **We** may, at **Our** own discretion, consult with an impartial **Veterinarian** selected by **Us**, who is independent, not controlled by **Us**, and not involved in the handling of **Your** claim, to conduct a review. Any such redetermination by the impartial **Veterinarian** will be binding on **Us**.

e. If **We** pay a claim contrary to this **Policy**’s terms and conditions, that payment does not waive **Our** rights to apply those terms and conditions to any paid or any future claim. **We** also have the right to stop payment or recover from **You** any claim amount paid incorrectly.

f. If **You** or anyone acting on **Your** behalf submits a fraudulent claim, **We** may deny any current or future claim and cancel **Your Policy**.

g. No action can be taken against **Us** unless **You** have complied with all of the terms and conditions of this **Policy**, and ninety-one (91) days has elapsed after proof of loss is filed and the amount of loss is determined as provided in this **Policy**. **You** will have thirty-six (36) months from the date the claim is denied to take legal action against **Us** with respect to recovery of a claim under this **Policy**.

h. It is hereby mutually agreed that any dispute or difference of agreement arising between **Us** and the **Policyholder** with respect to this agreement shall be submitted to arbitration under rules of the American Arbitration Association (AAA). The place of Arbitration will be New York unless the laws of the state of the insured dictate otherwise.

i. **You** must cooperate with **Us** in the investigation or settlement of any claim.

j. Any claim for an **Injury** where a final diagnosis has not been made will be pended as ineligible until **We** receive written documentation from **Your Veterinarian** with the definitive diagnosis.
The Company has caused this Policy to be executed, attested, and countersigned by an authorized representative of the Company.

Jon Dubauskas  
President  

Sammi-Jo Nevin  
Secretary