INDEPENDENCE AMERICAN INSURANCE COMPANY

AccidentCare

Terms and Conditions

RIGHT TO EXAMINE AND RETURN A POLICY

You have 30 days from the day You receive this Policy to review it and return it to the company if You decide not to keep it. You do not have to tell Us why You are returning it. If You decide not to keep it, simply return it to Us at Our administrative office or You may return it to the insurance producer that You bought it from as long as You have not filed a Claim. You must return it within 30 days of the day You first received it. We will refund the full amount of any premium paid within 30 days after We receive the returned Policy. The premium refund will be sent directly to the person who paid it. The Policy will be void as if it had never been issued.

DISCLOSURE OF AVAILABILITY OF ASSISTANCE

State of Mississippi
Mississippi Insurance Department
1001 Woolfolk State Office Building
501 N. West Street
Jackson, MS 39201
Toll-Free Telephone Number: (800) 562-2957
Website: https://www.mid.ms.gov

Independence American Insurance Company
11333 North Scottsdale Road, Suite 160
Scottsdale, AZ 85254

Administrator’s Customer Service Toll-Free Telephone Number:
Contact PetPartners, Inc., at 1 (866) 774-1113

Administrator’s Website Link:
https://www.petpartners.com
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. **Chronic Condition** means a condition that can be treated or managed, but not cured.

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

   h. **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.

   i. **Coverage Period** means the time period specified on the Declarations Page beginning on the effective date and ending on the expiration date. For purposes of this Policy, a date begins immediately after midnight in the local time zone of the Policyholder, and a date ends exactly at midnight in the local time zone of the Policyholder.

   j. **Covered Expenses** means the Veterinary Expenses for Medically Necessary Treatments provided by Your Veterinarian during the Policy period that are eligible for reimbursement under this Policy.

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

   l. **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.

   m. **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.

   n. **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.

   o. **Illness** means physical disease, sickness, infection, condition or failure, regardless of cause. Orthopedic conditions, with the exception of broken bones only, are considered Orthopedic Illnesses under this policy.

   p. **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.

   q. **Injury** means physical damage caused by an Accident. Orthopedic Injuries are broken bones only.

   r. **Ligament and Knee Conditions** means Orthopedic Injuries involving a ligament, patella, meniscus or soft tissue disorder of the knee. These are considered bilateral and related, regardless of cause; meaning an occurrence on one side of the body affects both sides of the body.

   s. **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).

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

   u. **Onset** means the beginning or first appearance of the signs or Symptoms of an Illness or Injury.
v. Orthopedic refers to conditions affecting the bones, skeletal muscle, cartilage, tendons, ligaments, and joints. It includes, but is not limited to, elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation, and ruptured cranial cruciate ligaments. It does not include cancers or metabolic, hemopoietic, or autoimmune diseases.

w. 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. Any applicable Per Incident limit is shown on the Declarations Page. Per Incident Limits do not reset at Renewal or with changes to coverage.

x. Pet(s) refers to the covered animal(s) listed on the Declarations Page.

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

z. Pet Insurance means a property insurance Policy that provides coverage for Accidents of Pets.

aa. Pet Insurance Producer means a person licensed in a major line of authority and appointed by a pet insurer may be authorized to sell, solicit or negotiate a Pet Insurance product.

bb. 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.

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

dd. Pre-existing Condition means any condition for which any of the following are true prior to the Pet Original Start Date, or during any Waiting Period: (i) A Veterinarian provided medical advice; (ii) the Pet(s) received previous treatment; or (iii) based on information from verifiable sources, the Pet had signs or symptoms directly related to the condition for which a claim is being made. A condition for which coverage is afforded on a Policy cannot be considered a pre-existing condition on any Renewal of the Policy.

x. 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.

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

z. Renewal means to issue and deliver at the end of this Pet Insurance Policy period, a Policy which supersedes a policy previously issued and delivered by the same pet insurer or an affiliated Pet insurer and which provides types and limits of coverage substantially similar to those contained in the policy being superseded.

aa. Symptoms means the first departure from normal function or feeling which is noticed by You or Your Veterinarian, reflecting the presence 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 or under the direct supervision of a licensed Veterinarian to be considered for eligibility.

c. Veterinarian means an individual who holds a valid license to practice veterinary medicine from the appropriate licensing entity in the jurisdiction in which he or she practices.

dd. Veterinary Expenses means the costs associated with medical advice, diagnosis, care, or Treatment provided by a Veterinarian, including, but not limited to, the cost of drugs prescribed by a Veterinarian.

e. Waiting Period means the period of time specified in the Pet Insurance Policy that is required to transpire before some or all of the coverage in the Policy can begin. Waiting Periods may not be applied to Renewals of existing coverage.

ff. We/Us/Our (also Insurer) means Independence American Insurance Company or Our administrator.

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

3. What is Covered

This Policy provides coverage for eligible Covered Expenses resulting from Injuries caused by an Accident. Orthopedic Injuries are broken bones only. 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 Coverage 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.

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
This Policy does not apply any Waiting Periods. There are no Waiting Periods:
   a. For Injuries sustained in an Accident.
   b. For Orthopedic Injuries sustained in an Accident.
   c. Upon Renewal of existing coverage.

5. Credit for Prior Coverage
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 of this Policy, credit toward satisfying any Pre-Existing Condition limitation relative to an Injury caused by an Accident 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.

6. Exclusions
   a. Illness regardless of cause. Ligament and Knee conditions and Orthopedic conditions, with the exception of broken bones only, are considered Orthopedic Illnesses and are excluded under this policy.
   b. Pre-existing Conditions. This exclusion expires on the date after coverage has been continuously in effect for three hundred and sixty-five (365) days from the Pet Original Start Date.
   c. Veterinary Expenses or Treatment related to, provided in connection with, or resulting directly or indirectly from, a Pre-Existing Condition. This exclusion expires on the date after coverage has been continuously in effect for three hundred and sixty-five (365) days from the Pet Original Start Date.
   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. Veterinary Expenses arising from Treatment performed by You, a member of Your household, or a member of Your immediate family, regardless of whether the person performing services holds a valid license to practice veterinary medicine from an appropriate licensing entity. For purposes of this exclusion, a member of Your immediate family includes Your: spouse or domestic partner; child, adopted child; siblings or stepsiblings; parent or stepparent; grandparent; and grandchild.
   i. Elective cosmetic, grooming, bathing and nail clipping, including any Injury that results from these services.
   j. Fees to diagnose or treat any Injury related to breeding, pregnancy, whelping and nursing.
   k. Any conditions related to teeth including but not limited to gingivitis, periodontal disease, root canals, caps, crowns, vital pulpotomies, deciduous teeth, diseased and abscessed teeth (except Medically Necessary extractions for permanent broken teeth due to an Accident). This exclusion applies to the cost of dental cleaning, unless You purchase optional DefenderPlus coverage.
   l. Preventive Care including, but not limited to, annual exams, preventive Treatment, vaccinations, flea control, and other parasite prevention, unless You purchase optional Defender or DefenderPlus coverage.
   m. Spaying or neutering, (regardless of whether it is Medically Necessary), unless You purchase optional DefenderPlus coverage.
   n. All diets and Pet food, whether prescribed or not.
   o. 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.

p. 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.

q. Air ambulance and non-emergency Pet Ambulance transportation.

r. Experimental, investigational Treatment, organ and tissue transplants or prosthesis.

s. Veterinary package discount cost, sales tax, Medical Waste Fees, veterinary administrative fees, shipping fees and postage fees.

t. The cost of disposing of the remains of Your Pet(s) unless You have purchased the optional SupportPlus coverage.

u. Cost of Treatment for any Injury arising from Your decision to not follow Your Veterinarian’s advice.

v. House calls by a Veterinarian, unless You purchase optional ExamPlus coverage. Separate charges for travel time, boarding costs, and/or transportation costs are not covered under this Policy or under the optional ExamPlus coverage.

w. Unless authorized by Us, Treatment for conditions resulting from activities related to training or participating in track or sled racing, guard security, law enforcement, working or organized fighting.

x. 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.

y. Anal gland expression.

z. Treatment for Your Pet being obese or overweight, if not due to an underlying medical condition.

aa. Expenses for final respects, including but not limited to, necropsy, cremation, urns, caskets, and burial, unless You purchase optional SupportPlus coverage.

bb. Ligament and Knee conditions regardless of cause. This includes any other condition secondary to a Ligament and Knee condition.

cc. Expenses for Alternative Therapies, Complementary Therapies, and Behavioral Problems, unless You purchase the optional AlternativePlus coverage.

7. Optional Coverages

If chosen by You, and shown as applicable on the Declarations Page, the following optional coverages apply separately to each Pet per Coverage Period. Some coverage options may be restricted by Your Pets’ age at the time coverage is elected. Some coverage options may include a separate Waiting Period that applies separately to each Pet. Any applicable Waiting Periods are shown on Your Declarations Page.

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 Coverage Period. Benefits will not exceed the Maximum Allowable Limits shown below. Coinsurance and Deductible do not apply to Preventive Care.

Our total liability of each Pet for each Coverage Period is shown in the Maximum Allowable Limits.

Preventive Care Benefit Schedule

<table>
<thead>
<tr>
<th>Preventive Care</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>Annual Preventive Care (Wellness) Examination</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td>Heartworm Test or FELV (Feline Leukemia Virus) Screening</td>
<td>$25</td>
<td>$30</td>
</tr>
</tbody>
</table>
8. 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), this Policy is excess insurance. This Policy will only apply to any claim costs once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by the other insurance, always subject to the terms and conditions of this Policy.
   c. We will not insure Your Pet under more than one (1) Pet insurance Policy with Us during any Coverage 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 Coverage Period is subject to the terms and conditions of this Policy. Per Incident Limits for any covered expense under a previous Coverage Period will not reset at Policy Renewal or replacement. In the case of continuous coverage where the Per Incident Limit is lower than in the previous Coverage Period, the lower Per Incident Limit will apply.
   k. By accepting the terms of this Policy 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 or via an internet portal at Our option. All Policy forms, any notices and endorsements are available, at Your request, in paper form at no charge to You. A copy of Your Policy is available on Our customer portal.
I. Your Policy will become legally binding once You have paid Your premium. The premium is due when You take out a new Policy and at Renewal of 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.

9. 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 at any time by providing to Us advance notice of cancellation or Your intent to not renew.

c. We may cancel this Policy by mailing or delivering to You written notice of cancellation at least:
   i. Ten (10) days or as applicable by state law, whichever is greater, before the date of cancellation if We cancel for nonpayment of premium.
   ii. Thirty (30) days or as applicable by state law, whichever is greater, before the date of cancellation if We cancel for any other reason.

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 or as applicable by state law, whichever is greater, 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 Coverage Period, We will compute any refund due on a daily pro-rata basis.

10. Changes to Coverage; Subsequent Policies

You may make changes to coverage only at Policy Renewal. Any requested changes in coverage under this Policy must be reviewed and approved by Us.

If You choose to make certain changes to coverage at Renewal, Your coverage for the next Coverage Period may be substantially different from the coverage during the existing Coverage Period and will result in a new enrollment and the issuance of a separate
and distinct subsequent Policy rather than a Renewal of this Policy. This means Your existing Policy will expire at the end of its Coverage Period and coverage will not be considered continuous. When the subsequent Policy is issued, it will trigger the start of a brand-new effective date of that Policy as well as a new Pet Original Start Date for any covered Pet. Applicable Waiting Periods will be reset as of the new Policy's effective date. In addition, Pre-existing Conditions will be determined based upon the new Policy's effective date.

If You elect at Policy Renewal to change Your coverage resulting in the issuance of a subsequent Policy rather than a Renewal of this Policy, We may provide credit for prior coverage subject to Our approval and Our underwriting guidelines.

11. 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 Mississippi unless the laws of Mississippi 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.

Send Correspondence to:
PetPartners, Inc.
PO Box 37940
Raleigh, NC 27627-7940

The Company has caused this Policy to be executed, attested, and countersigned by an authorized representative of the Underwritten by Independence American Insurance Company

IAIC PPI A POL 007 0124 MS
Company.

[Jon Dubauskas]
President

[Sammi-Jo Nevin]
Secretary