

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 Delaware

Delaware Insurance Department
1351 West North Street
Suite 101
Dover, DE 19904
Toll-Free Telephone Number: (800) 282-8611
Website: <https://insurance.delaware.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 Coverage 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 **Coverage 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**. An **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 illnesses** 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 a condition affecting the bones, skeletal muscle, cartilage, tendons, ligaments, and joints, Orthopedic includes, elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation, or ruptured cranial cruciate ligaments. Orthopedic does not include a cancer or a metabolic, hemopoietic, or autoimmune disease.
- 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 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**.
- bb. **Policy** means the terms and conditions and most recent **Declarations Page** which includes any forms and endorsements that apply.
- cc. **Pre-existing Condition** means any condition for which any of the following are true prior to the **Pet Original Start Date** of a **Pet Insurance Policy**, 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. It does not include a condition that was covered under a preceding **Coverage Period** prior to the **Renewal** so long as there was no break in the superseding **Coverage Period**.
- 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 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.
- cc. **Veterinarian** means an individual who holds a valid license to practice veterinary medicine from the appropriate licensing entity in the jurisdiction in which the individual practices.
- dd. **Veterinary Expenses** means the costs associated with medical advice, diagnosis, care, or **Treatment** that a **Veterinarian** provides, including the cost of a drug a **Veterinarian** prescribes.
- ee. **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 **You**: 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

Preventive Care	Maximum Allowable Limits	
	Defender	DefenderPlus
Spay/Neuter or Teeth Cleaning*	\$0	\$150
Rabies Vaccine	\$15	\$15
Flea/Tick/Heartworm Prevention	\$80	\$95
Vaccination/Titer	\$30	\$40
Annual Preventive Care (Wellness) Examination	\$50	\$50
Heartworm Test or FELV (Feline Leukemia Virus) Screening	\$25	\$30
Blood, Fecal/Parasite Test	\$50	\$70
Microchip	\$20	\$40

Urinalysis or ERD Test (Early Renal Disease)	\$15	\$25
Deworming	\$20	\$20
Elective/Preventive Gastropexy	\$0	\$200

*Benefits may be combined or separated up to the **Maximum Allowable Limits** shown.

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** 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 examinations; including costs and/or fees for telephone consultations and house calls by a **Veterinarian** to diagnose a current covered **Injury**. This optional coverage does not provide coverage for annual preventive care (wellness) examinations, or for the **Veterinarian's** travel costs or service fees for a house call.

AlternativePlus

We will reimburse **You**, if shown on the **Declarations Page**, after any applicable **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 Therapies**, **Complementary Therapies**, and the diagnosis and **Treatment of Behavioral Problems**. There is an **Annual Limit** of one thousand dollars (\$1,000) for **Behavioral Problems**.

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.
- 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 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**.
- 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 the effective date.

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 Delaware unless the laws of Delaware 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 Company.



Jon Dubauskas
President

Sammi-Jo Nevin
Secretary

SAMPLE