

INDEPENDENCE AMERICAN INSURANCE COMPANY

Administrative Offices: 1208 Massillon Rd, Suite G200, Akron OH 44306

Accident Coverage

INSURING AGREEMENT

Independence American Insurance Company ("we" or "us") will provide the insurance described in this policy in exchange for payment of premium by the policyholder ("you") when due. Coverage is subject to the terms and conditions described in this policy. Only an endorsement that **we** issue can change or waive the contract terms in this policy. Certain terms are defined. These terms are in bold typeface, and their meanings are listed in the DEFINITIONS section.

The policy is governed by the laws of the state in which it was delivered. If **you** intentionally misrepresent or conceal any material fact, coverage may be cancelled and or denied for fraud or material misrepresentation. The policy will lapse if **you** do not pay **your** premium when due. **You** are financially responsible to **your veterinarian** for services provided. This policy reimburses **you** for **covered expenses** as described for **your pet**.

Independence American Insurance Company and the policyholder have agreed to all terms and conditions of this policy.

Signed for Independence American Insurance Company By:



Jon Dubauskas
President



Sammi Jo Nevin
Secretary

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DEFINITIONS

Accident	A sudden, unexpected or unintended action or event with a specific time and place which results in injury .
Actual Cost	The standard fees/costs that the treating veterinarian charges, and that you have a financial obligation to the treating veterinarian to pay, after all credits or discounts are applied.
Administrator	The company administering the policy.
Alternative Therapy	Treatment that does not generally fall within the realm of conventional veterinary medicine as used by the American Association of Rehabilitation Veterinarians (AARV).
Annual Limit	The maximum amount payable during the policy period for all covered expenses .
Behavioral Problem	An illness condition , either social or medical, that results from your pet's action, inaction, or temperament that is abnormal, dysfunctional, or unusual, such as but not limited to aggression, dietary indiscretion, excessive chewing or licking, or separation anxiety.
Bilateral Condition	A condition that affects both sides of the body.
Chronic Condition	Means a condition that can be treated or managed, but not cured.
Condition	Illness , disease, injury or change to your pet's health that may or may not show symptoms or have been diagnosed or treated (including but not limited to diagnosed or undiagnosed pre-existing , hereditary disorders or congenital anomalies or disorders , orthopedic conditions or chronic conditions).
Congenital Anomaly or Disorder	Means a condition that is present from birth, whether inherited or caused by the environment, which may cause or contribute to illness or disease.
Covered Expenses	The actual costs for expenses that are eligible for coverage under your policy.
Cured	The point at which a pet is free from a condition , with no further symptoms or treatment .
Effective Date	The date your policy takes effect as identified on your declarations page.
End of Life Expenses	Expenses for euthanasia, burial and cremation only. This does not include funeral expenses, memorial items, urns, caskets, burial plots or burial plot maintenance fees.
General Health Maintenance	A program or procedure planned to prevent illness , maintain maximum function or promote health.
Hereditary Disorder	Means an abnormality that is genetically transmitted from parent to offspring and may cause illness or disease.
Illness	Any sickness, disease, or medical condition not caused by an accident or injury . Congenital anomalies or disorders , hereditary disorders and orthopedic conditions , with the exception of broken bones resulting from an injury , are considered illnesses under this policy.

Injury	Bodily harm which results directly from an accident , independent of an illness , while this policy is in force.
Ligament and Knee Conditions	Orthopedic illnesses involving a ligament, patella, meniscus or soft tissue disorder of the knee. These are considered bilateral conditions and related, regardless of cause; meaning an occurrence on one side of the body affects both sides of the body. These conditions are considered illnesses under this policy.
Occur or Occurrence	When signs or symptoms related to a condition first were observed by any individual, recorded in your pet's medical record, or would have been detectable by a routine physical veterinary exam.
Orthopedic	Refers to conditions affecting the bones, skeletal muscle, cartilage, tendons, ligaments and joints, including, but not limited to, elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation and cranial cruciate ligament ruptures but not including cancers or metabolic, hemopoietic or autoimmune diseases.
Pet	Dog or cat described on the declarations page that you own and that resides with you .
Policy Period	One year as specified on the declarations page.
Pre-Existing Condition	Means a condition for which any of the following are true prior to the effective date of a pet insurance policy or during a waiting period : • A veterinarian provided medical advice regarding the condition; • The pet received previous treatment for the condition; or • Based on information from verifiable sources, the pet had signs or symptoms directly related to the condition for which a claim is being made.
Prescription Pet Food	A manufactured and tested therapeutic diet with guaranteed analysis and safety standards. A veterinarian must prescribe the diet as indicated by the manufacturer for treatment of a specific covered medical condition for your pet . Prescription foods eligible under the policy do not include treats, general health maintenance diets, whole food and fresh food diets, lightly cooked diets, custom diets, weight loss diets, dental diets, puppy or kitten diets, homemade diets, or raw food diets, even if prescribed, dispensed or recommended by a veterinarian .
Prevention/Preventive	Treatment for the purpose of avoiding an illness or injury or for the promotion of general health, where there is no underlying illness, injury or symptoms .
Renewal	Means to issue and deliver at the end of an insurance policy period a policy that supersedes a policy previously issued and delivered by the same insurer or an affiliated insurer and that provides types and limits of coverage substantially similar to those contained in the policy being superseded.
Supplements	A dietary supplement, vitamin, probiotic, or nutraceutical formulated, tested, and manufactured with guaranteed analysis and safety standards to aid as part of the treatment of a specific covered medical condition . A veterinarian must prescribe the supplement. Supplements do not include herbs, either in single form or combined with other herbs, Cannabis products (CBD), food products, general health maintenance vitamins or supplements , or weight loss supplements , even if prescribed or dispensed by a veterinarian .

Symptom	Any change in your pet's state of health, normal function, behavior or appearance, including those that did not require treatment at the time of observation.
Treatment	Care that your veterinarian administers. This includes but is not limited to anesthesia, consultations, examinations, hospitalization, laboratory tests, nursing, MRI or CT scans, surgery and X-rays.
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.
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 .
Waiting Period	Means the period of time specified in a pet insurance policy that is required to transpire before some or all of the coverage in the policy begins.
We, Us and Our	Underwriting insurance company, Independence American Insurance Company.
You, Your, Yours	Person or persons named on the declarations page.

CURED CONDITION ELIGIBILITY

If **your pet's pre-existing condition** is curable and has been **cured** and free from **treatment** and symptoms for a period of 180 days it is a new **occurrence**. This does not apply to **chronic conditions, congenital anomaly or disorder, hereditary disorder, ligament and knee conditions or orthopedic illness**.

WHAT IS COVERED

We will reimburse **you** the **actual costs** for **covered expenses** that **you** incur during the **policy period** for **your pet**, after subtracting **your** deductible and applying the reimbursement percentage, listed on the declarations page. Reimbursement of **covered expenses** is subject to the **annual limit** listed on **your** declarations page and any other applicable coverage limitations and exclusions.

Accident Benefits

Your policy reimburses **actual costs** for **covered expenses** related to the diagnosis and **treatment** of **injuries** resulting from an **accident**, up to the **annual limit** noted on **your** declarations page. Eligible **accident** expenses are:

- a. **Alternative Therapy**, when performed by a **veterinarian** or at a facility with a supervising **veterinarian** on staff, or through referral to an individual certified in **veterinary** rehabilitation.
- b. **End of life expenses**
- c. Intravenous (IV) fluids and medications
- d. Medical supplies (such as but not limited to bandages, casts and splints)
- e. MRI or CT scans and X-rays
- f. Poison control consultation fees
- g. **Prescription pet food** to treat a covered **condition**; not for **general health maintenance**, or **prevention**, even if prescribed or dispensed by a **veterinarian**.
- h. Prescription medications prescribed by a **veterinarian** and approved by the Food and Drug Administration (FDA).
- i. Stem cell therapy
- j. **Supplements** to treat a covered **condition**; not for **general health maintenance**, or **prevention** even if prescribed or dispensed by a **veterinarian**.
- k. Surgery and hospitalization
- l. Tooth extractions
- m. **Veterinary Treatment**, including examinations, consultations and laboratory tests
- n. **Treatment** of broken bones that are independent of an **illness**

Microchip Implantation

Your policy covers microchip implantation by a **veterinarian**; not any associated fees for registration, monitoring or renewal.

WHAT IS NOT COVERED

Exclusions

We will not pay for expenses related to any **illness**, including the following types of illnesses: **congenital anomaly or disorder, hereditary disorder, ligament and knee condition or orthopedic illness**.

We will not pay for costs associated with or resulting from the following:

- a. Aesthetic, cosmetic, endodontic, or orthodontic dental services such as caps, crowns or crown amputation, fillings, implants and root canals or planing.
- b. Anal sac (gland) expression, **treatment**, and/or resection when no infection is present.
- c. **Bilateral conditions of pre-existing conditions**.
- d. Boarding.
- e. Breeding, pregnancy, whelping or nursing.
- f. **Conditions** that occur during a **waiting period**.
- g. Cosmetic and elective prostheses or procedures (including but not limited to claw removal, ear cropping and tail docking).
- h. Dental cleanings unless used to treat a covered **illness** or covered by an applicable endorsement.
- i. Experimental or investigational **treatment** or medication (including clinical trials) that is not generally accepted in the **veterinary** medical community as effective or proven.
- j. Funeral services, necropsy, memorial items, urns, caskets, or burial plots/fees.
- k. Grooming or grooming supplies (including but not limited to non-prescription baths, ear cleanings, non-prescription shampoos and nail trims).
- l. Herbal and herbal-like products including Cannabis (CBD) and food products.
- m. House call fees, time and travel expenses to and from the **veterinarian's** premises or hospital.
- n. **Illness or injury** that results from intentional, malicious, or grossly negligent activities or from failure to perform actions commonly accepted as responsible **pet** care by **you**, a member of **your** household or a caregiver for **your pet**.
- o. **Ligament and knee conditions**, if any **ligament and knee condition occurred** prior to the first **effective date** of the applicable coverage or during a waiting period.
- p. Non-medical supplies such as but not limited to toys, leashes, ramps, bedding or other devices intended to prevent **injury or illness**, but that do not treat a **condition**.
- q. Non-**veterinary expenses** (including but not limited to administrative fees, medical records expenses, medical waste, discount package or membership fees, postage and tax).
- r. Any and all transplants, including but not limited to organ, tissue, bone marrow or heart valve transplants. This includes any **treatment or veterinary expenses** incurred for any donor animal, whether or not the donor animal is owned by **you**.
- s. **Pre-existing conditions** that **occurred** on or before the first **effective date** of the applicable coverage or during a **waiting period**.
- t. **Prescription pet food, pet** food that is used beyond resolution of **symptoms** for **prevention or general health maintenance** (including weight loss) even if prescribed, dispensed, or recommended by a **veterinarian**; dental diets, whole food or fresh food diets, lightly cooked diets, custom diets or limited ingredient diets even if prescribed, dispensed or recommended by a **veterinarian**. **Pet** food that is available without a prescription from a **veterinarian**, commercial diets or treats including foods such as life stages (puppy, senior, etc.), low calorie, sensitive stomach, or urinary support even if dispensed or recommended by a **veterinarian**.
- u. **Preventive** care without an **occurrence** (including but not limited to **general health maintenance** diagnostics, laboratory procedures, medications, physical examinations and surgery) unless covered by an applicable endorsement.
- v. **Supplements** and vitamins used for **prevention or general health maintenance** (including weight loss) even if prescribed or dispensed by a **veterinarian**.
- w. Training or training devices.
- x. **Treatment** when the **veterinarian** conducting or supervising the **treatment** is **you**, a co-owner on **your** account or an immediate family member.

- y. **Treatment** arising from avian influenza; intentional slaughter by, or under, the order of any government or public or local authority; epidemics or pandemics as declared by the U.S. Department of Agriculture; nuclear reaction, radiation, radioactive contamination or the discharge of a nuclear device, whether controlled or uncontrolled, accidentally or otherwise; chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material whether controlled or uncontrolled, accidentally or otherwise; 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 and terrorism.
- z. **Veterinary expenses** related to coursing, organized fighting, law enforcement or guarding, personal protection or racing.
- aa. **Veterinary expenses** for treatment of any **illness, injury** or related to any service excluded by the policy as well as secondary, resultant or related complications from such excluded **illness, injury** or service.
- ab. **Veterinary expenses** for **treatment** for any animal or individual that is not **your pet**.

DEDUCTIBLE AND REIMBURSEMENT PERCENTAGE

Deductible Amount

Your annual deductible amount is listed on the declarations page and applies during each **policy period**. **We** subtract that deductible from **covered expenses** before applying the reimbursement percentage.

Reimbursement Percentage

After the deductible is met, **we** will reimburse a percentage of **covered expenses** identified on the declarations page as reimbursement percentage, subject to any applicable maximum. **You** are responsible for the remainder of **covered expenses** in addition to any amounts not covered by the policy.

CLAIMS

Submit a Claim

So **we** can process **your** claim as quickly as possible, submit **your** claim electronically and include the following information with **your** claim:

- **Your** name, address, contact information, and signature on the claim form.
- A description of the **condition** and **treatment** **you** are claiming.
- All applicable receipts including an itemized breakdown of the fees incurred for **actual costs** after any discounts or credits.

Failure to provide complete information may result in:

- Denial of **your** claim.
- **You** submitting a new claim with all required details.

Claim forms are available online.

To make a claim, **you** or an authorized representative from **your veterinarian's** office must fill in the claim form. The claim forms must be submitted along with any itemized invoices for the **actual costs** incurred.

You must submit **your** claim within 270 days from the date of service.

Other Claim Procedures

When **you** submit a claim, **you** authorize **us** and **our administrator** to access all medical information and records that **we** need to assess **your pet's** health and **you** agree to provide **us** with any missing medical information and records. For example, **we** may ask **you** for the name and contact information of any **veterinarian** that has ever seen or treated **your pet**. **You** must also provide proof of identity for **your pet** when **we** request.

If **you** choose, **your veterinarian** can submit a claim on **your** behalf. If **you** so indicate on **your** claim form, **we** can pay the **veterinarian** directly.

Payment of one claim does not guarantee that **we** will pay additional claims.

Payment of claims will occur within 30 days after the claim is received and eligibility of benefits is determined. If within these 30 days additional information is required to determine eligibility **you** will be notified.

Our Rights

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 recover from **you** any claim amount incorrectly paid.

RESOLVE A DISPUTE

If **you** want to dispute a settled claim or other action, follow the steps below.

Step One - Read this policy carefully.

Step Two - To discuss **your** question or dispute, contact the Customer Satisfaction Department during regular business hours.

Step Three - If **your** question or dispute is not resolved in steps one and two, **you** must submit an appeal request in writing. In **your** written appeal request, please include:

- reason for **your** dispute
- claim numbers, medical records and supporting documentation if **your** dispute involves a claim
- other pertinent information that supports **your** position

You will receive a written decision from the Appeals Resolution Team within 30 days from the date all information necessary to investigate and review **your** appeal is received.

A second appeal will be considered if it is submitted with and supported by additional **veterinary** documentation not previously reviewed.

RENEWAL

Unless **you** notify **us** that **you** want to cancel or **we** advise that **your** policy will not be renewed, **we** will automatically issue **you** a new policy at the end of each 12-month **policy period**. Coverage and rates are subject to change at **renewal**. **Your renewal** declarations page will specify the coverage and rates that apply. **You** accept these changes by renewing **your** policy.

We may decide to not renew **your** coverage at the end of any **policy period**. In this case, notice will be sent to **you** in accordance with **your** state's requirements.

POLICY CANCELLATION

Money Back Guarantee

If **you** provide notice, in accordance with the *When You Cancel* provision below, that **you** wish to cancel within the first 15 days from **your** first **effective date**, **we** will refund the premium paid if no claims have been submitted.

If **you** submitted a claim during this time period, **we** will refund any premium in accordance with the *When You Cancel* section below.

When You Cancel

You must contact **us** via email, telephone or in writing to advise **us** of the future date when this policy is to cancel. **You** can send written notification by email, fax or by mail.

We will refund any premium that **you** have already paid for any period after **your** last date of coverage.

When We Cancel

We may cancel **your** coverage by giving **you** at least 30 days notice for any of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy or in presenting a claim under the policy;

- c. Substantial change in the risk which increased the risk of loss after insurance coverage has been issued or renewed, including, but not limited to an increase in exposure due to rules, legislation or court decision;
- d. Failure to comply with reasonable loss control recommendations;
- e. Substantial breach of contractual duties, conditions or warranties; or
- f. Determination by the superintendent that the continuation of a class or block of business to which the policy belongs will jeopardize a company's solvency or will place the insurer in violation of the insurance laws of this state or any other state.

GENERAL CONDITIONS

Action Against Us - To take any legal action against **us** or **our administrator** under this contract, **you** must have complied with all terms and **conditions** of this policy, including procedures for claim set forth in the *Claims* section and *Resolution Of Disputes* section. **You** have 24 months from the claim settlement date to proceed with an action unless state law requires a longer period.

Change of Ownership - If **we** approve, **your pet's** coverage may be transferred when **you** transfer **pet** ownership by agreement or law.

Conformity to State Statutes - When any provision in this policy conflicts with the statutes of the state in which this policy is issued, that provision is amended to conform to such statutes.

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.

Enrollment Fee - An enrollment fee, listed on the declarations page, will be charged to new customers. Additional pets enrolled are not charged this fee.

Excess Insurance Limitation - This policy is excess of all other valid and collectible insurance. If at the time of **treatment**, there is other valid and collectible insurance in place, **we** shall only be liable for the excess of the amount of **treatment** not covered by the other insurance, and otherwise eligible under this policy.

Installment Payment - If **you** elect to pay **your** premium in

installments, **we** will charge **you** the non-refundable transaction fee listed on the declarations page. This fee is waived if **you** pay annually.

More than One Policyholder - If there is more than one policyholder, any policyholder may cancel or change this policy. Such action is binding on any and all policyholders.

Pet Residence Restriction - **Your pet** must reside with **you** at the primary address listed on the declarations page. 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.

Policy Changes - 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 will not be considered continuous coverage. A new enrollment will result in new waiting periods. Additionally, **conditions** that occur prior to this new enrollment will be considered **pre-existing**.

Territory - To be eligible under this policy, **covered expenses** must be incurred during the **policy period** within the United States, its territories (Guam, Puerto Rico, and the U.S. Virgin Islands) and Canada.

Non-Insurance Services - **We** may offer **pet** related non-insurance services for **your pet**, in addition to the insurance benefits. **You** will be notified of the availability and details. Services will be identified and included with the insurance contract or will be directly related to the servicing of the insurance contract or offered or undertaken to provide risk control for the benefit of the client.

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AMENDATORY ENDORSEMENT

Notwithstanding anything in **your** policy to the contrary, it is hereby understood and agreed that **your** policy to which this Endorsement is attached is amended as follows:

The following is added to **GENERAL CONDITIONS**:

Prescription Drug Discounts

The Company may provide access to preferred providers for prescription drugs at discounted prices.

This Amendatory Endorsement is endorsed and made part of the policy to which it is attached as of **our** policy **effective date**. This Amendatory Endorsement terminates concurrently with the date **your** coverage under the policy ends.

This Amendatory Endorsement is subject to all provisions of the policy, which are not in conflict with the provisions of this Rider. Nothing in this Endorsement will be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements, or limitations of the policy other than stated above.

IN WITNESS WHEREOF, the Insurance Company has caused this Endorsement to be signed by its President.

INDEPENDENCE AMERICAN INSURANCE COMPANY



Jon Dubalskas, President

INDEPENDENCE AMERICAN INSURANCE COMPANY

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AMENDATORY ENDORSEMENT

Notwithstanding anything in **your policy** to the contrary, it is hereby understood and agreed that **your policy** to which this endorsement is attached is amended as follows:

The following is added to **GENERAL CONDITIONS**

Special Promotions for Partner Referrals: From time to time, the insurance agent or producer may advertise special promotions or offer the Policyholder free gifts, such as rewards and incentives of nominal value, for customer referrals or if the Policyholder recommends a person to Us that purchases a policy. Such special promotions will be offered in compliance with any applicable laws.

Partner Promotional Items: From time to time, the insurance agent or producer may offer certain promotional items to show customer appreciation. Such promotional items include, but are not limited to: discounts, gift cards, coupons, gift certificates, related services, or items of merchandise, including a promotional item at the time of the policy purchase. Such promotional items will be offered in compliance with any applicable laws.

Partner Value-Added Services: From time to time, the insurance agent or producer may offer value-added benefits or services relating directly to this coverage that may assist in the servicing of the Policy, mitigate loss, or provide loss control that aligns with the risks of this Policy. Such benefits or services will be offered in compliance with any applicable laws.

This amendatory endorsement is endorsed and made part of the **policy** to which it is attached as of **your policy effective date**. This amendatory endorsement terminates concurrently with the date **your coverage** under the **policy** ends.

This amendatory endorsement is subject to all provisions of the **policy**, which are not in conflict with the provisions of this rider. Nothing in this endorsement will be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements, or limitations of the **policy** other than stated above.

IN WITNESS WHEREOF, the Insurance Company has caused this Endorsement to be signed by its President.

INDEPENDENCE AMERICAN INSURANCE COMPANY



Jon Dubauskas, President