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INSURING AGREEMENT

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

The Declarations Page shows the Policy period, Coverages, limits of liability and premiums. This Policy is not complete without the Declarations Page. This Policy supersedes all prior negotiations, representations, or agreements either written or oral.

PART I – DEFINITIONS

In this Policy, "You" and "Your" refer to the Named Insured shown on the Declarations Page and the spouse or domestic partner, if a resident of the residence premises. "We", "Us", and “Our” refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. Accident(s) means an unexpected or unintended event, which is specific as to place and time, causing Injury to Your Pet.
2. Allowable Charge(s) means the costs of the actual Treatment(s) provided by a Veterinary Provider, subject to Policy limitations and exclusions, additional benefits as provided by the Policy and included on the Declarations Page, the Annual Maximum Benefit, or the Covered Incident Limit amount, except as excluded by the Policy.
3. Aggression means an abnormal, hostile response to an otherwise normal situation.
4. Annual Maximum Benefit is the maximum amount We will reimburse You in a period of insurance. The Annual Maximum Benefit does not include the Policy Annual Deductible, Per Incident Copay, if elected, or any Coinsurance amounts paid by You.
5. Bilateral Condition is a condition or disease that affects both sides of the body.
6. Chronic Condition is a detectable condition that, once developed, is deemed incurable or likely to continue for the remainder of Your Pet's life.
7. Claim means Your request for payment of an amount under the terms of Your Policy for Treatment of Your Pet by a Veterinary Provider or other services as provided by this Policy.
8. Clinical Signs means changes in the normal healthy state, bodily function, or behavior of Your Pet observed by You, a Veterinarian, or other observer.
9. Coinsurance is the amount You are responsible for in addition to any Per Incident Copay, if elected, and Policy Annual Deductible, for any Allowable Charges incurred.
10. Coverage is the insurance described in this Policy.
11. Covered Incident is an occurrence where You had to make payment for an Allowable Charge under this Policy.
12. Covered Incident Limit is the maximum amount We will reimburse You per Covered Incident. The Covered Incident Limit does not include the Policy Annual Deductible, Per Incident Copay, if elected, or any Coinsurance amounts paid by You.
13. Cured means the point at which a Pet is free from a condition, with no further symptoms present or Treatment required.
14. Dental Illness is an Illness affecting the teeth and/or gums.
15. Dermatological Condition means an Illness related to Your Pet's skin and includes ear infections and skin lumps from skin irritation or infection, such as interdigital cysts from pododermatitis, but not conjunctivitis or parasitic infestations.
16. Genetic Condition means an Illness whose presence is determined by hereditary factors.
17. Illness(es) means sickness, disease, or any change in a Pet's normal, healthy state, which is not caused by Injury to the Pet.
18. Injury(ies) means physical harm or damage to Your Pet, caused by an Accident.
19. Life-Threatening Injury means an Injury involving an imminent, substantial risk of death as noted by a Veterinarian in Your Pet's medical files.
20. Medical Director means a Veterinarian or Veterinarian Provider who may be assigned by Us to monitor and review the appropriateness of the services provided to Your Pet, the reasonableness of the fees, and the relationship between conditions.
21. Medically Necessary means medical services, supplies or care directly and materially related to a covered Illness or Injury, in Our reasonable judgment.
22. Medication(s) means any veterinary recommended Medication(s) prescribed by a Veterinarian and approved by the Food and Drug Administration (FDA) of the United States or accepted for inclusion in the Homeopathic Pharmacopoeia of the United States for veterinary use. FDA-approved or Homeopathic Pharmacopoeia- included drugs available over the counter must be dispensed directly by Your Veterinarian or compounded by a pharmacist under the guidance of Your Veterinarian. Items purchased from an outside store or other pharmacy are not covered unless Veterinarian prescribed. Medication(s) includes medical Supplies required to administer those Medication(s).
23. Neutering means Orchidectomy, or surgical removal of the testicles.

24. Orthopedic Condition means a condition effecting or manifesting from the musculoskeletal system, which is made up of the body’s bones (the skeleton), muscles, cartilage, tendons, ligaments, and joints, including intervertebral spaces and osteosarcoma.

25. Original Start Date means the effective date when the Pet became covered by this Policy administered by the Company, or its authorized administrator, as stated on the Declarations Page.

26. Per Incident Copay is the amount of the cost of care You are responsible for incurring per Accident, Illness or Injury per Veterinary Provider treating, diagnosing or performing tests for such Accident, Illness or Injury. The Per Incident Copay is separate and distinct from the Policy Annual Deductible and Coinsurance for which You are responsible for. The Per Incident Copay is not applied toward satisfying the Policy Annual Deductible.

27. Pet is a cat or dog named and described on the Declarations Page and both owned by You and residing with You for companionship or as a service dog, not owned for commercial reasons.

28. Pet Ambulance means a Pet medical transportation service vehicle equipped with stretchers, hydraulic tables, oxygen, and a driver and/or veterinary technician, used to transport a sick or injured Pet(s) in the event of an emergency.

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

30. Policy Annual Deductible is the annual amount You pay for Treatments covered by this Policy and as indicated on Your Declarations Page before We will begin to reimburse You.

31. Preventative Care means any Treatment, service or procedure, including, but not limited to, physical examinations, Medications, Surgery, inoculations, or laboratory procedures, for the purpose of prevention of Injury or Illness or for the promotion of general health, where there has been no Injury or Illness.

32. Professional Services are diagnosing, treating, operating, or prescribing for any cat or dog Illness or Injury.

33. Pre-existing Condition(s) means:
   a. a Chronic Condition observed by You or Your Veterinary Provider prior to the Original Start Date or prior to the end of the Waiting Period for Your Pet and any related conditions;
   b. an Illness or Injury that first occurred or showed Clinical Signs within the twelve (12) months prior to the Original Start Date or prior to the end of the Waiting Period for Your Pet and any related conditions; or
   c. Undiagnosed conditions with the same Clinical Signs as those in (a) or (b) above are also considered pre-existing. If You cannot provide medical records showing Your Pet’s annual health exam by a Veterinarian occurring within the twelve (12) months prior to the Original Start Date of this Policy, the first documented veterinary examination after the effective date of the Policy will be used as the basis for determining any Pre-existing Condition(s). If Your Pet’s Pre-existing Condition is curable and has been Cured and free from Treatment and symptoms for a period of twelve (12) months, that condition will no longer be subject to the Pre-existing Condition provision or exclusion. This does not apply to ligament and knee conditions.

34. Reimbursement Percentage is the percentage of the covered Allowable Charge for which We are responsible.

35. Spaying means Ovariohysterectomy, or resection of the ovaries and uterus.

36. Supplies means any item that is Medically Necessary, as determined by the Veterinarian, that is safe and effective for its intended use, and that omission would adversely affect the insured Pet.

37. Surgery(ies) means procedure(s) that treat diseases or Injuries by operative, manual, and instrumental treatment.

38. Treatment(s) means any examination, consultation, hospitalization, anesthesia, Surgery, X-rays, MRI or CT scans, laboratory tests, nursing, or other care provided and administered by a Veterinary Provider.

39. Undiagnosed means not having been identified by a Veterinarian.

40. Vaccination(s) means the administration of an industry-recognized commercial vaccine by a registered licensed Veterinarian. The vaccine must be in accordance with the manufacturer’s recommendations, following a complete clinical examination, for prevention of disease.

41. Veterinarian means a currently licensed Doctor of Veterinary Medicine. Veterinarian cannot be You or a member of Your immediate family.

42. Veterinary Provider means a Veterinarian, veterinary technician, or veterinary nurse currently licensed in the state, country or territory in which Treatment is performed.

43. Waiting Period means the time period where Policy Coverage is restricted. Waiting Period is measured beginning on the Original Start Date. For this Policy, the time period is one (1) day for Injuries and fourteen (14) days for Illnesses, except for Orthopedic Conditions for dogs, where the Orthopedic Waiting Period is six (6) months. The Waiting Period starts from the Original Start Date. Conditions that occur during the Waiting Period will be excluded from Your Policy’s Coverage as Pre-existing Conditions. The Waiting Period applies to Coverage increases and reinstatements, but is waived for Policy and Optional Coverage renewals. A twelve (12) month Policy that becomes effective at the expiration of a thirty (30) day Policy is considered a renewal and a Waiting Period does not apply, except for Orthopedic Conditions.
PART II – CONDITIONS

1. Upon submission of Your first Claim, You must include twenty-four (24) months of medical or adoption records unless the Claim is for routine care only. You also agree, that by purchasing this Policy, You give Us permission to gather all medical information for Your Pet from all Your Veterinary Providers, as We deem necessary.
2. All Treatment must be performed by a Veterinary Provider that You may freely choose.
3. You must arrange for a Veterinarian to examine and treat Your Pet as soon as possible after it shows Clinical Signs of Injury.
4. You are financially responsible to Your Veterinary Provider for payment of all Treatment.
5. Your Pet must reside with You and be under Your regular care and supervision at the physical address listed on the Declarations Page.
6. The standard Orthopedic Condition Waiting Period for dogs is six (6) months from the Original Start Date shown on the Declarations Page for that dog. This Waiting Period can be waived by submitting a completed Orthopedic Waiver Form completed by a Veterinary Provider. The Orthopedic Exam must be completed and the Orthopedic Waiver Form must be submitted to Us within thirty (30) days of the Policy effective date.
7. If You do not know the exact date of birth of Your Pet, We will use the average of the estimates of Your Pet’s age as referenced in Your Pet’s medical records from the veterinary clinics and shelters.
8. If You are renewing a Policy for a:
   a. Dog age eight (8) years or older; or
   b. Cat age ten (10) years or older;
   You must follow Your Veterinary Provider’s advice with regard to senior wellness testing.
9. In the original application for this insurance, You represented that Your Pet was in good health, free of Illness or Injury as of the effective date of this Policy, except for those medical conditions that You disclosed in Your application. In order to assess a Claim, We may require full medical records from any Veterinary Provider who has treated Your Pet.
10. You must ensure that Your Pet receives:
    a. An annual health check;
    b. An annual dental exam and, if recommended, prophylaxis (defined as ultrasonic scaling and polishing of the teeth);
    c. Treatment normally suggested by a Veterinarian to prevent Illness or Injury;
    d. Appropriate prophylactic Medication as prescribed and dispensed by Your Veterinarian to protect against Illness, including but not limited to lice, parasites and fleas. We will not pay Claims for Illnesses or Injuries as a result of Your failure to comply with this requirement; and
    e. Appropriate prophylactic Medication and/or vaccination as prescribed and dispensed by Your Veterinarian to protect against tick-borne Illnesses. We will not pay Claims for Illnesses or Injuries as a result of Your failure to comply with this requirement.
11. You must act prudently in the care and protection of Your Pet. You must protect Your Pet from aggravation or recurrence of any Injury or Illness after its initial occurrence and provide proper maintenance/preventive care.
12. As recommended by Your Veterinarian and at Your expense, You must keep Your Pet vaccinated. We will not pay Claims that result from or are related to any Illness listed below that a Veterinarian-recommended vaccine would have prevented:
    a. For dogs: rabies, canine distemper, canine adenovirus (canine viral hepatitis), canine parainfluenza, canine parvovirus and leptospirosis;
    b. For cats: rabies, feline viral rhinotracheitis, feline calicivirus, feline panleukopenia and feline leukemia virus.

PART III – COVERAGE

IF SHOWN ON THE DECLARATIONS PAGE(S), THE FOLLOWING COVERAGES APPLY SEPARATELY TO EACH PET.

1. Coverage
   We will reimburse You, subject to Coinsurance requirements, for any Allowable Charges Your Pet receives in excess of the Policy Annual Deductible and Per Incident Copay amount, if elected, for Medically Necessary Treatment(s) performed for conditions that started after the Waiting Period and during the Policy period, which result from:
a. **Accidents**, including but not limited to, an automobile **Accident**, ingestion of a foreign body, poisoning, animal bites, gastric torsion, and cruciate ligament rupture, as well as **Accidents** resulting in dental trauma, burns, and fractures; (if shown as applicable on the Declarations Page(s)). Orthopedic **Accidents** are subject to the Orthopedic **Waiting Period**;

b. **Illnesses**, including but not limited to, **Genetic Conditions**, cancer, and **Chronic Conditions** (if shown as applicable on the Declarations Page(s));

c. We will reimburse **You** for the cost of **Treatment Your Pet** receives in the current period of insurance for an **Illness** or **Injury** that first showed **Clinical Signs** after the end of the **Waiting Period** and **Treatment** required due to **Dental Illness** and **Injury**, subject to **Policy** limitations and exclusions. To receive **Dental Illness Coverage**, **You** must follow **Your Veterinarian’s** advice regarding dental care, including but not limited to, an annual dental exam and any related **Treatment** recommendations.

d. If **Your Pet** incurs a **Life-Threatening Injury** and requires immediate life saving **Treatment**, **We** will waive **Your Coinsurance**, **Policy Annual Deductible** and **Per Incident Copay**, if elected. Normal **Waiting Periods** for **Injury** apply.

**Coverage** is up to the **Annual Maximum Benefit** or **Covered Incident Limit** as shown on the Declarations Page(s), subject to any **Policy Annual Deductible**, **Per Incident Copay**, if elected, and **Coinsurance** requirements, subject to **Policy** limits and exclusions.

2. **Benefits**

We will reimburse **You** for **Medically Necessary Treatment**, for:

a. **Surgery**;

b. X-rays, ultrasounds, CT scans, and other diagnostic tests;

c. **Professional Services** rendered by **Your Veterinary Provider**, including costs or fees for telephone consultations;

d. Medical **Supplies** required to perform covered procedures performed in the **Veterinarian’s** office and other medical **Supplies**, where deemed **Medically Necessary** by the **Veterinarian**, such as an Elizabethan collar;

e. Laboratory tests required by **Your Veterinary Provider**;

f. Hospitalization required by **Your Veterinary Provider** to deliver **Professional Services** to **Your Pet** and post procedure in-hospital care as is medically standard by **Our best estimation**;

g. **Medications** **Your Veterinarian** prescribes as part of **Your Pet’s Accident** or **Illness Treatment** that started after the **Waiting Period** and during the **Policy period**;

h. Endodontic **Treatment** for dental **Injuries**, such as root canals and crowns, where deemed **Medically Necessary**. These **Treatments** are subject to review and approval by **Our Medical Director**;

i. **Pet Ambulance** transportation, in the event of an emergency;

j. Euthanasia where necessary for humane reasons; or

k. Orthodontic **Treatment** that is **Medically Necessary** due to a covered **Illness** or **Accident**.

3. **Cost Shares**

We will apply the **Per Incident Copay**, if elected, and the **Coinsurance** to **Your Allowable Charges** and then pay **Your Claim** subject to **Your Policy Annual Deductible**. Once **Your Policy Annual Deductible** is reached, **We** will pay **Your Claim** subject to **Your Coinsurance**. The **Per Incident Copay** is separate and distinct from the **Policy Annual Deductible** and **Coinsurance** for which **You** are responsible for. The **Per Incident Copay** is not applied toward satisfying the **Policy Annual Deductible**. When the **Treatment** dates of an **Illness** or **Injury** fall into two or more **Policy periods**, **You** will be required to pay a **Policy Annual Deductible** for each **Policy period**.

4. **Diminishing Deductible**

For each year that **You** are **Claim** free while continuously covered by **Our Policy**, **Your** current **Policy Annual Deductible** will be reduced by $50.00 upon **Policy** renewal until it results in a $0.00 **Policy Annual Deductible**. If a **Claim** is made and **You** receive payment, the **Policy Annual Deductible** will be returned to its original **Policy Annual Deductible** amount for the following renewal term and the process will start over. **Coverage** must be continuous for this rule to apply. This rule does not apply to **Claims** for Wellness.
PART IV – EXCLUSIONS

Please read the following exclusions carefully. If an exclusion applies, We will not provide Coverage under this Policy and You will not be reimbursed for any cost of Treatment You have paid for. We do not cover:

1. **Pre-existing Conditions.** In addition, the following Illnesses or Injuries shall be considered Pre-existing Conditions:
   
a. If a Pet has been diagnosed or treated for cancer or IVDD (Intervertebral Disk Disease) prior to the end of the Waiting Period any subsequent cancer or IVDD manifestation, diagnosis, or Treatment will be considered a Pre-existing Condition;

b. If a Pet has been diagnosed or treated for hyperthyroidism prior to the end of the Waiting Period, any hyperthyroidism Treatments and Medications are not covered, as well as Medications for any kidney, heart, and high blood pressure conditions that may develop;

c. If a Pet had Undiagnosed masses prior to the end of the Waiting Period, any mass, or condition where a mass is a Clinical Sign, is not covered, including those caused by cancer. If the cause of the mass that occurred prior to the end of the Waiting Period can be diagnostically narrowed down via cytology, unrelated conditions may be covered;

d. **Orthopedic Conditions** and Illnesses occurring or showing Clinical Signs during the Orthopedic Waiting Period, even if the Accident Waiting Period is complete (for Accident Coverage); and

e. If a Pet has been diagnosed, treated, or was showing Clinical Signs of renal disease prior to the end of the Waiting Period, any renal Treatments and Medications are not covered, as well as any related conditions that may develop. This includes, but is not limited to: vomiting, diarrhea, dehydration, constipation, blood pressure or pH issues, and cardiac complications.

However, for the purposes of this exclusion, temporary conditions that started prior to the end of the Waiting Period, or the condition manifests after the Original Start Date, and the condition has not shown any Clinical Signs for a period of twelve (12) months, and is considered Cured, the condition shall no longer be considered a Pre-existing Condition.

Specific situations include, but are not limited to:

a. If Your Pet showed Clinical Signs of any Dermatological Condition prior to the end of the Waiting Period, Your Pet must be free of any Dermatological Conditions for twelve (12) consecutive months before any Dermatological Conditions may be covered again; or

b. If Your Pet has been treated for Undiagnosed vomiting and/or diarrhea prior to the end of Your Pet’s Waiting Period, Your Pet must be free of conditions with the same Clinical Signs for twelve (12) consecutive months before any conditions with the same Clinical Signs may be covered again;

2. **Preventative Care** including, but not limited to: wellness exams or tests, preventative Treatment, tests or diagnostic procedures, Vaccinations, flea and other parasite prevention, Spaying or Neutering (including preventative sterilization Surgery, such as for Treatment for cryptorchidism, chimerism, or chromosomal abnormalities); unless You purchase optional Wellness Benefit, as shown on the Policy Declarations Page;

3. Physical examination, including costs and/or fees for telephone consultation, unless You purchase Optional Office Visit and Exam Fees Coverage as shown on the Policy Declarations Page;

4. Rehabilitation and Physical Therapy Treatment(s), unless You purchase Optional Rehabilitation and Physical Therapy Coverage as shown on the Policy Declarations Page;

5. Holistic and Alternative Medications, Behavioral Problems and any related Treatment(s), training sessions or diagnostics, are excluded, unless You purchase optional Holistic and Alternative & Behavioral Problems coverage as shown on the Policy Declarations Page;

6. Air Ambulance and non-emergency ground Pet Ambulance transportation;

7. The cost of disposing of Your Pet’s remains, unless You purchase optional Final Respects Coverage as shown on the Policy Declarations Page;

8. The cost of boarding Your Pet, unless You purchase optional Boarding Fees Coverage as shown on the Policy Declarations Page or as a part of a Medically Necessary Treatment;

9. Costs of Treatments arising from Your decision to pursue a course of Treatment other than that which was recommended to You by Your Veterinarian, unless specifically authorized by Us prior to Treatment. Examples include, but are not limited to:

a. Cost of Treatments continued after a Veterinarian has recommended a Pet be euthanized for humane reasons;

b. Ignoring a Veterinarian’s recommendation to amputate a leg, resulting in extra costs associated with Treatment of gangrene; and
c. Ignoring a Veterinarian’s recommendation to remove an eye, resulting in extra costs associated with chronic eye issues;

10. Treatment for any Injury or Illness deliberately caused by You, Your family members, anyone living with You, or any other persons who have care, custody, or control of Your Pet;

11. Treatment for Injury or Illness caused by deliberate endangerment of Your Pet, such as organized fighting;

12. Any Illness or Injury that arises due to repetitive activity that results in Your Pet requiring repeated medical Treatment. After three (3) separate but similar incidents of such Claims, Coverage for these Illnesses or Injuries would be considered or diagnosed preventable, such as, but not restricted, to foreign body ingestions, porcupine quills, fight/bite wounds/lacerations, motor vehicle Injuries and poison ingestions.

13. Treatment for Injury or Illness caused by persistent neglect of Your Pet;

14. Treatment for any Injury or Illness resulting from commercial use activities related to racing, personal protection, law enforcement or guarding, unless specifically authorized by Us prior to the Original Start Date as shown on the Declarations Page.

15. Veterinary Treatment for Dental Illness as specified below:
   a. If Your Pet has any signs or evidence of periodontal disease, periodontitis, gingivitis, resorptive lesion(s), tartar or stomatitis prior to the Original Start Date or during any applicable Waiting Periods;
   b. Toothbrushes, toothpastes, dental foods, chews, rinses or preventive dental care, including prophylaxis, at any time or for any reason;
   c. Open or closed deep cleaning at any time or for any reason; and
   d. Removal of deciduous teeth.

16. Cosmetic, aesthetic, or elective Surgery, and any complications arising from such Surgery, including tail docking, ear cropping, de-clawing, or any other surgical procedure not related to Injury or Illness;

17. Natural supplements, vitamins, and all foods, whether prescribed or not, including, but not limited to, Denamarin, Glucosamine, probiotics, shampoo, conditioner, or ear cleaner;

18. Treatments for any Illness for which a vaccine is available for Your Pet to prevent such Illness and for which Vaccination is both recommended by Your Veterinary Provider and rejected by You;

19. Any administration fees charged by a Veterinary Provider or others, including chart set-up fee or for providing information which may be required by Us;

20. Professional fees and services performed by a Veterinary Provider for his/her own Pet;

21. Osteosarcoma diagnosed or showing Clinical Signs within the Orthopedic Waiting Period.

22. Costs for any Treatment for:
   a. Genetic/chromosome testing;
   b. Procedures to determine the suitability or categorization of Your Pet for breeding or genealogical purposes, including Penn HIP and OFA evaluations;
   c. Costs resulting from breeding, pregnancy, whelping or queening, however; costs or fees for Treatment arising out of complications resulting from breeding, pregnancy or whelping will be covered if the date of breeding falls after the fourteenth (14th) day after the effective date of Your initial Policy;
   d. Costs arising from any Treatment for reproduction purposes; or
   e. Costs arising from cell-replacement therapies, except where deemed Medically Necessary by Our Medical Director;

23. Costs for any Treatment arising from:
   a. Avian or swine flu or any mutant variation;
   b. Intentional slaughter by, or under, the order of any government or public or local authority; or
   c. Epidemics or pandemics as declared by the U.S. Department of Agriculture;

24. Costs for any Treatment arising from a nuclear reaction, radiation, radioactive contamination, or the discharge of a nuclear device, whether controlled or uncontrolled, accidentally or otherwise;

25. Costs for any Treatment arising from a chemical, biological, bio-chemical, or electromagnetic weapon, device, agent or material whether controlled or uncontrolled, accidentally or otherwise;

26. Costs for any Treatment arising from war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped, strikes, riots, or civil commotion;

27. Costs or fees for time and travel expenses to a Veterinarian’s premises or hospital;

28. Claims for veterinary charges, fees, or other related expenses exceeding eligible benefits or because such expenses are in excess of the fees usually charged by the provider being used; and experimental Treatments, therapies and Medications including any Treatment for a cloned animal or utilizing a cloned animal.

29. Costs or fees for any loss if You have not complied with all conditions related to Coverage set forth in this Policy;

30. Costs or fees for bathing Your Pet unless a Veterinarian certifies that bathing was Medically Necessary and that only a Veterinarian or a member of veterinary staff should bathe Your Pet;

31. Costs or fees for any form of housing, including cages – rented or bought;
32. Costs or fees arising from any non-veterinary services, including but not limited to:
   a. Federal, state or local taxes;
   b. Waste disposal;
   c. Government fees and surcharges;
   d. Photocopying fees;
   e. Bank fees and credit card charges;
   f. Biohazardous waste fees;
   g. OSHA fees; and
   h. Maintenance fees;

33. Costs or fees for:
   a. Obedience or training classes, including puppy classes, unless prescribed by a Veterinarian for the Treatment of a Covered Incident;
   b. Training devices correctional devices, or preventive products; or
   c. The Treatment of coprophagia or other eating disorders;

34. Costs or fees for grooming, dematting or grooming supplies;

35. Costs or fees for Treatment for house calls, unless a Veterinarian certifies them essential in an emergency;

36. Extra costs of fees for treating Your Pet outside of usual Surgery hours, unless the treating Veterinarian certifies that an immediate life-saving consultation is needed; or

37. Costs or fees for Treatments or preventative Treatments for parasites or conditions related to parasites (internal or external) unless there is no preventive medication for the parasite including by not limited to:
   a. Heartworms;
   b. Fleas;
   c. Ticks;
   d. Roundworms;
   e. Tapeworms; or
   f. Hookworms.

PART V – LIMITS OF INSURANCE

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

PART VI - GENERAL PROVISIONS

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

Reinstatement
If the Policy should lapse, You may write to us within 30 days to request the reinstatement of the Policy. A fee may be required and any outstanding premium is due prior to reinstatement. No Benefits are payable for services provided while the Policy was lapsed. In all other respects, Your rights and Our rights will remain the same as before the Policy lapsed, subject to any provisions noted on or attached to the reinstated Policy.

Renewal Notice
We will automatically renew this Policy at expiration, unless You are otherwise notified of cancellation or nonrenewal. We may change the premium, Policy terms, benefit limits, conditions and/or other Policy parameters at renewal. You will be notified of all changes within the renewal notice.

Cancellation

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You may cancel this Policy at any time by emailing or writing to Us and stating the future date that You wish the cancellation to be effective.

We may cancel this Policy at any time within the first sixty (60) days of the Policy period. To cancel this Policy, We will mail a notice of cancellation to the named insured shown on the Declarations Page at the last known address shown in Our records. If We cancel this Policy within the first sixty (60) days after the effective date, notice of cancellation will be mailed at least thirty (30) days, or as applicable by state law, before the effective date of the cancellation.

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

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

After this Policy is in effect for more than sixty (60) days, or if this is a renewal or continuation Policy, We may only cancel for one or more of the following reasons:
   a. You fail to pay Your premium by the due date in accordance with the Policy terms;
   b. The Policy was obtained through intentional fraud, misrepresentation or concealment in Your application;
   c. We have agreed to issue a new Policy with the same or an affiliated company;
   d. The Department of Insurance of the state governing the Policy determines that a continuation of the Policy could place Us in violation of that state’s insurance laws; or
   e. You fail to comply with the Policy terms and conditions in a manner that prejudices or negatively affects Our ability to properly assess or evaluate a Claim or other material rights We have under the Policy.

With respect to cancellation, this Policy is neither severable nor divisible. If this Policy is canceled, Coverage will no longer be provided as of the effective date of the cancellation shown on the notice of cancellation.

Cancellation Refund
Upon cancellation, You may be entitled to a premium refund. If You provide Us written notice of cancellation within thirty (30) days of the Original Start Date and You have made no Claim, We will refund the premium You paid Us, and the Policy will be canceled.

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

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

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

Misrepresentation, Concealment, or Fraud
This Policy is void in any case of fraud, intentional concealment, or misrepresentation of a material fact, by You or any other insured, at any time, concerning:
   a. This Policy;
   b. Your Pet;
   c. Your interest in Your Pet; or
   d. A Claim under this Policy.

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

Splitting of Charges

IAIC FPI POL 0320
In the event an Allowable Charge is for both covered and non-covered conditions, the Allowable Charge may be split into a covered and a non-covered Allowable Charge to calculate Your Claim settlement.

Allowable Charges Disputes
If Your Veterinary Provider charges an amount for Treatments in excess of those typically charged in Your geographic area for identical Treatments or Professional Services or Treatments that are not Medically Necessary, We reserve the right to dispute the amount of the Allowable Charges to be reimbursed. Should We fail to resolve such disputes to Your satisfaction, such disputes shall be resolved by means of the procedures listed in ‘Part VIII – Appeals and Complaints’ of the Policy.

Changes to Coverage
Changes to Coverage and adding or removing benefit endorsements are only allowed at Policy renewal. In the event You choose to increase Your Pet’s Coverage after the Original Start Date, the Waiting Period applies as of the date of the Coverage change and any Pre-existing Conditions will continue to apply. There is no reset for a decrease in Coverage. Any requested increases in coverage for this Policy must be reviewed and approved by Us.

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

Promotional Offers
Each named insured may receive a one-time per Policy period promotional offer, 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.

Insured Referrals
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. The maximum value of any promotional item or gift will not exceed the maximum dollar amount allowed in the state of residence.

Liberalization
If We adopt any revision that would broaden the Coverage under this Policy without additional premium prior to or during the Policy period, the broadened Coverage will immediately apply to this Policy.

Pet Residence Restriction
It is Your responsibility to notify Us of any change in address. A change in Your primary address may result in a change to Coverage availability and rates.

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

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

It is Your responsibility to notify Us in the event that other insurance is in force. Failure to do so may be considered concealment and may render Coverage provided under this Policy null and void and all outstanding Claims shall be forfeited and not paid.

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.

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

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

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

Period of Insurance and Territory
This Policy applies only to Injuries and/or Illnesses occurring during the Policy period shown on the Declarations Page and which occur anywhere in the world. We will adjust all Claims in US dollars and invoices and medical records must be translated to English and currency converted to US dollars as of the date of Treatment.

Electronic Delivery
By accepting the terms of this insurance as evidenced by the payment of premiums, you agree that this Policy, any endorsements and any notices may be delivered to you by electronic mail via the Internet. All Policy forms, any endorsements and any notices are available to you, at your request, in paper form at no charge to you. A copy of your Policy is available on our administrator’s website, electronic portal, or proprietary mobile application.

Conformity to State Statutes
When this Policy’s provisions conflict with the statutes of the state in which this Policy is issued, the terms and conditions are amended to conform to such statutes.

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

Policy Endorsements & Declarations Changes
You may request change to the terms of this Policy, other than changes to coverage and endorsement limits, at any time prior to the expiration date of the Policy. If the change is approved a new Policy form will be issued. The new Policy will be subject to the Waiting Period and the determination of Pre-existing Conditions. This rule does not apply to a Policy change due to a change of address resulting in a rate change.

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

Assignment and Claims of Creditors: 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.

PART VII – HOW TO FILE A CLAIM

Contact Information
Figo Pet Insurance
540 N Dearborn #10873
Chicago, IL 60610

Claim Procedure
Any claim you make will be assessed fairly, reasonably, and promptly against the information you provide and the terms of the Policy.

All claims must be submitted and received by us within one hundred eighty (180) calendar days, or as soon as reasonably
practicable, of the Treatment date or date of the receipt furnished to You in connection with such Professional Services. You must submit a Claim form that has been properly completed. A loss is payable within thirty (30) days after We receive all necessary documentation. Coverage cannot be determined by phone or email communications without a prior complete Claim submission.

To submit a Claim:
- Log into Your Figo Pet Cloud™ from any device
- Select the “Claims” icon and answer the online questions
- Upload/attach a copy of Your paid invoice and submit Your Claim
- Have Your Veterinarian send Us Your Pet’s medical records, or
- Fax Claims Submission
  - Download the Claims form and send it to Us via email at claims@FigoPetInsurance.com
  - Fax the completed Claim form to (773) 966-0769
- Call Customer Experience at (844) 738-3446 for assistance with Your Claim

Documents Required
- Medical Records: In order to process Your Claim, Your Veterinarian needs to send Us the last (two) 2 years of medical records including notes. Your Veterinarian can email the records to Your Pet Cloud directly using Your Personal Pet Cloud Email Address. The email address is located at the top of the page after You log into Your account on desktop or mobile. Your Veterinarian can also fax the records to (773) 796-4907 or email them to medicalrecords@insurefigo.com.
- Paid Invoice: A paid invoice showing a zero balance is also required for Figo to process a Claim.
- You must provide all itemized invoices from Your Veterinary Provider along with Your completed Claim form before We will reimburse You. Save the originals should We require them from You.
- By submitting a Claim for consideration, You agree to obtain or allow the release of all Veterinary records needed to support the Claim.
- You must cooperate with Us in the investigation or settlement of the Claim.

Upon completion of the Claim review You will receive an Explanation of Benefits form providing details regarding the determination of the outcome of Your Claim. If You disagree with the outcome of Your Claim, You may appeal the decision as described in the following section, ‘Part VIII – Appeals and Complaints’.

PART VIII – APPEALS AND COMPLAINTS

Contact Information
Figo Pet Insurance
540 N Dearborn #10873
Chicago, IL 60610

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

Appeal Procedure
1. First Appeal
   Upon receipt of Your formal appeal or complaint, We will contact You within five (5) business days to acknowledge receipt of Your appeal. You will receive a response to Your appeal or an appeal status communication within thirty (30) business days. We will communicate the status of Your appeal in thirty (30) day increments until the appeal review has been completed and a determination has been sent to You.

2. Second Appeal
   If You disagree with Our decision in the first appeal, You may request a second review. This request must be made within thirty (30) days of the date of the First Appeal decision communication. An impartial Medical Director selected by the Company, or its authorized administrator, who has not been a part of Your Pet’s veterinary team previously, who has not been part of the First Appeal; and who has not been involved in the Claim process, will conduct the second review. The Company or its authorized administrator will provide the decision to the named insured within
five (5) business days of receiving the second review report.

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

INDEPENDENCE AMERICAN INSURANCE COMPANY

Jon Dubauskas  
President

Sammi-Jo Nevin  
Secretary
Notwithstanding anything in Your Policy to the contrary, it is hereby understood and agreed that Your Policy to which this Rider is attached is amended as follows:

**DEFINITIONS:**
Holistic and Alternative – a natural Treatment approach that takes into consideration not just the symptoms of a condition, but also all aspects of Your Pets life, including but not limited to the following: medical history, genetics, environment, and stress levels. Common Treatment methods include, but are not limited to, the following: acupuncture, chiropractic, and magnet therapy. Holistic and Alternative Medications and Treatments must be prescribed and provided by, or under the direct supervision of, a Veterinary Provider.

Behavioral Problems – a Pet exhibiting an abnormal response to stimuli, not caused by an underlying medical condition, including but not limited to, Aggression, anxiety, and destructive and/or compulsive behavior.

**BENEFIT:**
We will reimburse You, if shown on the Declarations Page, for the Covered Expenses that occur during the Coverage period for Holistic and Alternative treatment of a covered Illness or Injury. Coverage is subject to any Per Incident Copay, if elected, Coinsurance or Policy Annual Deductible, as specified in the Policy, and is up to the Annual Maximum Benefit or Covered Incident Limit, as shown on Your Declarations Page. For the Holistic and Alternative benefit, the Accident and Illness Waiting Periods apply, as shown in the Policy form.

We will reimburse You, if shown on the Declarations Page, for the Covered Expenses that occur during the Coverage period for the treatment of Veterinarian diagnosed Behavioral Problems. The most We will pay for consultations by a Veterinarian to diagnose and treat Behavioral Problems is $500 annually. Coverage is subject to any Per Incident Copay, if elected, Coinsurance or Policy Annual Deductible, as specified in the Policy, and is up to the limit, as shown on Your Declarations Page.

For the Behavioral Problems benefit, Illness Waiting Periods apply, as shown in the Policy Form.

This Rider is endorsed and made part of the Policy to which it is attached as of Your Policy Effective Date. This Rider terminates concurrently with the date Your Coverage under the Policy ends.

This Rider is subject to all provisions of the Policy, which are not in conflict with the provisions of this Rider. Nothing in this Rider 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 Rider to be signed by its President.

INDEPENDENCE AMERICAN INSURANCE COMPANY

[Signature]
President
REHABILITATION AND PHYSICAL THERAPY RIDER

Notwithstanding anything in Your Policy to the contrary, it is hereby understood and agreed that your Policy to which this Rider is attached is amended as follows:

DEFINITIONS:
Rehabilitation/Physical Therapy is the process of restoring Your Pet, after a covered Illness or Injury, to a normal or as close as normal condition as possible, that the Pet experienced prior to the covered Illness or Injury, by using various Treatments to improve the quality of life or to manage/reduce pain. Treatments include, but are not limited to the following: physical therapy, hydrotherapy, thermotherapy and therapeutic massage. Treatments must be provided by or under the supervision of a licensed Veterinary Provider.

BENEFIT:
Rehabilitation/Physical Therapy
We will reimburse you, if shown on the Declarations Page, up to the Annual Maximum Benefit for a covered Illness or Injury to Your Pet that occurs during the Coverage period of the Policy for Rehabilitation and Physical Therapy Treatment(s). Coverage is subject to any Per Incident Copay, if elected, Coinsurance or Policy Annual Deductible, as specified in the Policy and on Your Declarations Page. Injury and Illness Waiting Periods, as defined in the Policy, apply.

This Rider is endorsed and made part of the Policy to which it is attached as of Your Policy Effective Date. This Rider terminates concurrently with the date your coverage under the Policy ends.

This Rider is subject to all provisions of the Policy, which are not in conflict with the provisions of this Rider. Nothing in this Rider 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 Rider to be signed by its President.

INDEPENDENCE AMERICAN INSURANCE COMPANY

[Signature]
President
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 removed from PART III – COVERAGE

2. Benefits
   1. All examinations performed by a Veterinarian in the course of treating an otherwise eligible condition. This includes, but is not limited to, any exam, check-up, consultation, physical, physical consultation, health inspection, office visit, office call, after-hour fee, referral, or recheck;

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

[Signature]

President
INDEPENDENCE AMERICAN INSURANCE COMPANY
485 Madison Avenue, New York, NY 10022

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 PART VI – GENERAL CONDITIONS

Insured Referrals
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.

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

[Signature]
President
Powerups:
Optional Coverage at an Additional Cost
OFFICE VISIT AND EXAM FEES RIDER

Notwithstanding anything in Your Policy to the contrary, it is hereby understood and agreed that Your Policy to which this Rider is attached is amended as follows:

OFFICE VISIT AND EXAM FEES

We will reimburse You, if shown on the Declarations Page, for the Covered Expenses that occur during the Coverage period for physical examination; including costs and/or fees for telephone consultation; to diagnose a current covered Illness or Injury. This endorsement does not provide Coverage for annual wellness office exams and is subject to any applicable Annual Policy Deductible, Per Incident Copay, if elected, and Coinsurance amounts.

Included with Office Visit and Exam Fees Coverage, is the inclusion of food prescribed by a Veterinarian as the sole Treatment for an Illness, up to $250 per Policy term. This benefit is subject to any applicable Annual Policy Deductible, Per Incident Copay, if elected, and Coinsurance amounts.

This Rider is endorsed and made part of the Policy to which it is attached as of Your Policy Effective Date. This Rider terminates concurrently with the date Your Coverage under the Policy ends.

This Rider is subject to all provisions of the Policy, which are not in conflict with the provisions of this Rider. Nothing in this Rider 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 Rider to be signed by its President.

INDEPENDENCE AMERICAN INSURANCE COMPANY

[Signature]

President
WELLNESS RIDER

Notwithstanding anything in your Policy to the contrary, it is hereby understood and agreed that Your Policy to which this Rider is attached is amended as follows:

Wellness Benefits

We will pay the actual costs incurred for the following Wellness Benefits Your Pet receives from a licensed Veterinarian, or are prescribed by a Veterinarian, during the Policy period up to the Maximum Limit shown in the Wellness Benefit Schedule. Benefits will not exceed the Maximum Benefits shown below. Per Incident Copay, if elected, Deductible and Coinsurance requirements do not apply to Wellness Benefits.

The following Benefits have an Annual Maximum based on the Plan chosen:

<table>
<thead>
<tr>
<th>Benefits:</th>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
<th>Tier 5</th>
<th>Tier 6</th>
<th>Dental</th>
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<tr>
<td>Wellness Exams</td>
<td>$15</td>
<td>$20</td>
<td>$25</td>
<td>$40</td>
<td>$50</td>
<td>$75</td>
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<td>Vaccines:</td>
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<tr>
<td>Flea, Tick and Heartworm</td>
<td>$20</td>
<td>$30</td>
<td>$40</td>
<td>$50</td>
<td>$75</td>
<td>$100</td>
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<tr>
<td>Heartworm Preventative</td>
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<td>Rabies</td>
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<tr>
<td>DHLP (Distemper, Hepatitis, Leptospirosis, Parainfluenza)</td>
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<td>Parvovirus/Corona</td>
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<td>Bordetella</td>
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<td>Lyme</td>
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<td>Canine Influenza</td>
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<td>FVRCP (Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia)</td>
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<td>Leukemia</td>
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<tr>
<td>FIP (Feline Infectious Peritonitis)</td>
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<td>Other Vaccines as approved for general use by AVMA (American Veterinary Medical Association), or equivalent industry regulating entity</td>
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<td>Spay / Neuter or Teeth Cleaning</td>
<td>$30</td>
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<td>Tests:</td>
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<td>Blood Panel</td>
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<td>Fecal Test</td>
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<td>Urinalysis Test</td>
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<td>FeLV Test (Feline Leukemia Virus)</td>
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<td>Microchip / Health Certificate</td>
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<td>$15</td>
<td>$20</td>
<td>$30</td>
<td>$40</td>
<td>$50</td>
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<td>Deworming</td>
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<tr>
<td>Dental Treatments</td>
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</tbody>
</table>
This Rider is endorsed and made part of the Policy to which it is attached as of your Policy Effective Date. This Rider terminates concurrently with the date Your coverage under the Policy ends.

This Rider is subject to all provisions of the Policy, which are not in conflict with the provisions of this Rider. Nothing in this Rider 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 Rider to be signed by its President.

INDEPENDENCE AMERICAN INSURANCE COMPANY

[Signature]

President