INDEPENDENCE AMERICAN INSURANCE COMPANY

Administrative Offices: 540 N. Dearborn #10873 Chicago, IL 60610

Accident and Illness 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.

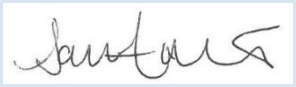
The policy is governed by the laws of the state in which it was delivered. If **you** intentionally misrepresent or conceal any material fact, **we** may deny any related claim. **We** may also cancel, invalidate or rescind coverage. The policy will lapse if **you** do not pay **your** premium when due. **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:



Gary Levenbach
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**.**
Brachycephalic Breed	All dogs of the following breed or any mix which includes any of the following breeds: All Bulldogs, including English and French, Pug, Boston Terrier, Cavalier King Charles Spaniel, Shih Tzu, and Pekingese**.**
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, necropsy, 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	**Othopedic 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.
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. **Orthopedic** includes elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation and ruptured cranial cruciate ligament. **Orthopedic** does not include cancers or metabolic, hemopoietic, or autoimmune diseases.
Pet	Dog or cat described on the declarations page that **you** own and that resides with **you**.
Pet Insurance	Means an individual or group property insurance policy that provides coverage for **accidents** and **illnesses** of **pets**, and other **veterinary expenses**.
Policy Period	One year as specified on the declarations page.
Pre-Existing Condition	Means any **condition** for which a **veterinarian** provided medical advice, the **pet** received **treatment** for, or the **pet** displayed signs or **symptoms** consistent with the stated **condition** prior to the **effective date** of a **pet insurance** policy or during any waiting period.
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 continue coverage with either the insurer which issued the policy or an affiliated insurer for an additional **policy period** upon expiration of the current **policy period** pursuant to Section 660(e) of the California Insurance Code.
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 Veterinary Medical Board pursuant to Chapter 11 (commencing with Section 4800) of Division 2 of the Business and Professions Code or other appropriate licensing entity in the jurisdiction in which the individual practices.
Veterinary Expenses	Means the costs associated with medical advice, diagnosis, care or treatment that a **veterinarian** provides, including, but not limited to, **veterinary dental care**, the cost of drugs prescribed by a **veterinarian**, and services provided under the supervision of a **veterinarian**.
Veterinary Dental Care	Means the prevention, diagnosis, and **treatment** of **conditions**, diseases, and disorders of the oral cavity, the maxillofacial region, and associated structures.
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 can begin.
We, Us and **Our**	Underwriting insurance company, Independence American Insurance Company.
You, Your, Yours	Person or persons named on the declarations page.

WAITING PERIODS

There is a 14 day **waiting period** for diagnosis, **treatment** or surgery related to any **illness,** including the following types of **illnesses**: **congenital anomaly or disorder, hereditary disorder** and **orthopedic illness**. The **waiting period** begins on the first **effective date** of the applicable coverage.

You may elect at **your** cost to pursue a Waiting Period Health Assessment. If **You** and **Your Pet** meet the requirements of the Waiting Period Health Assessment, then the **waiting period** may be modified.

In order for **us** to modify the **waiting period**, **you** must meet each of the following requirements:

1. A qualifying exam of **your pet** by a **veterinarian** that includes an assessment of all body systems and parts;
2. results of the exam need to be documented at the time of exam on **our** completed Waiting Period Health Assessment Form;

3. the qualifying exam may occur within 3 days prior to or 7 days after **your** initial policy effective date; and
4. the Waiting Period Health Assessment form must be provided to **us** within 30 calendar days of **your** qualifying exam.

If the Waiting Period Health Assessment requirements are met, the **waiting period** will be waived to either the **policy period effective date** or the day after the qualifying exam, whichever is later. This waiver does not alter the **pre-existing conditions** exclusion.

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**.

Illness Benefits

Your policy also reimburses **actual costs** for **covered expenses** related to the diagnosis and **treatment** of **illnesses**, up to the applicable limits, exclusions and limitations. Eligible **illness** expenses are:

a. Expenses listed above under **accident** benefits when applicable to **illness.**

b. Cancer **treatments** (including but not limited to chemotherapy and radiation **treatment**).

c. **Treatment** for **congenital anomalies** or **disorders**.

d. **Treatment** of **hereditary disorders**.

e. **Treatment** for **behavioral problems** if performed by a **veterinarian** or through a written referral by a **veterinarian** to a Applied Animal Behaviorist, Certified Applied Animal Behaviorist (CAAB), Associate Certified Applied Animal Behaviorist (ACAAB) or Diplomat of the American College of **Veterinary** Behaviorists (Dip ACVB).

f. **Treatment** of **orthopedic illnesses**.

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 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 with the exception of **treatment** related to complications resulting from breeding, pregnancy or whelping when all of the following are true: (i) the date of breeding occurred at least 14 days after first **effective date** of the applicable coverage; (ii) **your pet** is not a **Brachycephalic breed** or breed mix; (iii) **your pet** has not previously required **treatment** for any complications resulting from breeding, pregnancy or whelping; and (iv) **your policy** includes coverage for **illnesses**.

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** services (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.

bb. **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 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.

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, at least 60 days before **your** coverage ends, **we** will mail written notice to **you** at **your** address as shown on the declarations page.

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 30 days from your first **effective date**, **we** will refund the premium paid if no **covered expenses** have been applied to **your** deductible or reimbursed.

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

If **you** fail to pay **your** premium, **we** may cancel **your** coverage at any time. A notice will be sent to **you** providing at least 10 days' notice of **our** intent to cancel or such other time as required by the state of **your** primary address.

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

a. **You** commit fraud or material misrepresentation when **you** obtain insurance or pursue a claim.

b. **You** perform a willful or reckless act or omission that substantially increases the probability or severity of a covered loss.

c. There is a material change that substantially increases the probability or severity of a covered loss.

d. **Our** continuing coverage risks placing **us** in violation of state insurance laws.

e. There is a material change that results in **our** inability to continue to provide coverage, such as **you** moving into a state where the policy is not available.

If **you** misrepresented or concealed any material fact that would have affected **our** decision to provide coverage, **we** may cancel, invalidate or rescind **your** coverage. If so, a notice will be sent advising **you** of **our** decision.

Coverage is cancelled, invalidated or rescinded as of the **effective date** that **we** specify. This may include rescission backdated to the original **policy period effective date**.

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.

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**.

Promotional Items – From time to time, **we** may offer promotional items to show customer appreciation. Examples of such items are discounts, gift cards, related services and merchandise. The value of the promotional item will not be more than allowed by the state of **your** primary address.

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.