



# Sample Policy

**Figo Pet Insurance**

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Underwritten by  
Independence American  
Insurance Company





**INDEPENDENCE AMERICAN INSURANCE  
COMPANY**

a Delaware Insurance Company  
Administrative Office: 485 Madison Avenue, New York, NY 10022

**FIGO Pet Insurance Policy**

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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

**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**

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](mailto: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](mailto: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

# INDEPENDENCE AMERICAN INSURANCE COMPANY

485 Madison Avenue, New York, NY 10022

## ALTERNATIVE CARE 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:

**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



President

# INDEPENDENCE AMERICAN INSURANCE COMPANY

485 Madison Avenue, New York, NY 10022

## 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



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 removed from **PART III – COVERAGE**

### **2. Benefits**

- I. 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**



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**

A handwritten signature in black ink, appearing to read "Jon Dubaushes", is written over a horizontal line.

President



A photograph of a light-colored dog, possibly a pit bull mix, sitting on a couch. The dog is looking towards the camera with a slight smile. A dark, ornate chair leg is visible in the foreground, partially obscuring the dog. The lighting is warm and focused on the dog's face.

# Powerups:

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Optional Coverage  
at an Additional Cost



# INDEPENDENCE AMERICAN INSURANCE COMPANY

485 Madison Avenue, New York, NY 10022

## 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



President



# INDEPENDENCE AMERICAN INSURANCE COMPANY

485 Madison Avenue, New York, NY 10022

## FINAL RESPECTS 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:

### FINAL RESPECTS BENEFIT

**We** will pay, as shown on the Declarations Page, if **Your Pet** dies or has to be euthanized by a **Veterinarian** during the **Policy** period as a result of **Illness** or **Injury**, up to \$250 for cremation and burial expenses. The **Per Incident Copay**, if elected, **Coinsurance**, or **Annual Policy Deductible** amount does not apply to this **Coverage**. **You** must, as soon as practicable but no later than ninety (90) days after the end of the **Policy** period, provide **Us** with copies of invoices from the cremation and/or burial facility showing:

- a. The fees charged; and
- b. Proof of payment (i.e. receipt and/or invoice showing zero balance due).

### EXCLUSIONS APPLYING TO THE FINAL RESPECTS BENEFIT

**We** will not pay any amounts under this mortality benefit:

- a. If a **Veterinarian** is not able to verify the death;
- b. To have **Your Pet** examined or tested postmortem;
- c. If **Your Pet** was euthanized:
  - i. At **Your** request and not at the suggestion of a **Veterinarian**; or
  - ii. Because of a behavioral or emotional disorder, including **Aggression**.

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



President

# INDEPENDENCE AMERICAN INSURANCE COMPANY

485 Madison Avenue, New York, NY 10022

## NON-MEDICAL BENEFITS 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:

### ADVERTISING AND REWARD

**We** will pay, up to a maximum amount of \$500, for the cost of advertising or offering a reward if **Your Pet** is stolen or strays during the **Policy** period. There is no **Per Incident Copay**, if elected, **Coinsurance** or **Annual Policy Deductible** applied to this **Coverage**. This benefit is payable once every 12-months, regardless of the duration of The **Policy** period or any subsequent or renewal **Policy** period.

**You** must, as soon as **You** discover **Your Pet** is missing:

- If **Your Pet** was stolen, notify the police and ask for a reference or case number and written confirmation of **Your** report;
- If **Your Pet** is missing, notify the five (5) veterinary clinics or animal shelters closest to the area where **Your Pet** was last seen; and
- Send **Us** a completed **Claim** form along with all receipts for paid advertising and reward as well as the contact information for the police department or veterinary clinics and animal shelters **You** notified.

### EXCLUSIONS APPLYING TO ADVERTISING AND REWARD

**We** will not pay any benefits for any reward:

- Not supported by a signed receipt giving the amount of the reward paid and the full name and address of the person who found **Your Pet**;
- Paid to any person living with **You**, related to **You**, employed by **You** or a person who is well-known to **You** or to **Your Pet**; or
- Resulting from **Your** neglect or deliberate concealment of **Your Pet**.

### VACATION CANCELLATION

**We** will pay, up to a maximum amount of \$1,000, for any travel and accommodation costs **You** cannot recover as a result of having to delay, cancel or interrupt a vacation scheduled to occur during the **Policy** period because **Your Pet** requires immediate **Treatment**:

- While **You** are away; or
- Up to seven (7) days before **You** leave.

There is no **Per Incident Copay**, if elected, **Coinsurance** or **Annual Policy Deductible** applied to this **Coverage**.

**You** must, as soon as practicable, but no later than ninety (90) days after the end of the **Policy** period, send to **Us**:

- Proof of payment for the travel and accommodation costs; and
- Certification from the treating **Veterinarian** that immediate life-saving **Treatment** was needed.

### EXCLUSIONS APPLYING TO VACATION CANCELLATION

**We** will not pay any benefits for:

- Any costs relating to a vacation **You** booked less than twenty-eight (28) days before **You** were due to leave; or any cost of cancellation insurance.

### EMERGENCY BOARDING FEES

**We** will pay, up to a maximum amount of \$500, for the actual cost(s) of boarding **Your Pet** at a licensed kennel or cattery during the **Policy** period while **You** are in a hospital as a result of **Your** own sickness, disease, or bodily **Injury**. There is no **Per Incident Copay**, if elected, **Coinsurance** or **Annual Policy Deductible** applied to this **Coverage**.

**You** must, as soon as practicable, but no later than ninety (90) days after the end of the **Policy** period:

- Submit certification of **Your** hospitalization from **Your** doctor; and
- Submit the original invoice from the kennel or cattery including proof of payment.

## EXCLUSIONS APPLYING TO EMERGENCY BOARDING FEES

**We** will not pay any benefits if **You** are:

- a. Admitted to a hospital:
  - i. For less than ninety-six (96) hours;
  - ii. Because of an **Injury**, sickness or disease which first occurred or manifested itself before **Your Pet** was covered under this **Policy**; or
- b. Treated in a care setting other than a hospital;
- c. Giving birth under circumstances other than as a result of a medical emergency; or
- d. Receiving any **Treatment** that is not related to an **Injury**, sickness or disease.

## LOSS DUE TO THEFT OR STRAYING

**We** will pay \$150 if **Your Pet** is stolen or goes missing during the **Policy** period and is not found within thirty (30) days. There is no **Per Incident Copay**, if elected, **Coinsurance** or **Annual Policy Deductible** applied to this **Coverage**. This benefit is payable once every 12-months, regardless of the duration of the **Policy** period or any subsequent or renewal **Policy** period.

**You** must, as soon as **You** discover **Your Pet** is missing:

- a. If **Your Pet** was stolen, notify the police and ask for a reference or case number and written confirmation of **Your** report;
- b. If **Your Pet** is missing, notify the five (5) veterinary clinics or animal shelters closest to the area where **Your Pet** was last seen; and
- c. Send us a completed **Claim** form. This must include the original receipt or other documentation **We** agree is acceptable for the price **You** paid for **Your Pet**.

**You** must, if **Your Pet** is found or returns to **You**, repay the full amount **We** have paid **You** under this **Coverage** part.

## EXCLUSIONS APPLYING TO LOSS DUE TO THEFT OR STRAYING

**We** will not pay any benefits if **You**, or the person looking after **Your Pet**, freely parts with **Your Pet** even if tricked into doing so.

## THIRD PARTY PROPERTY DAMAGE LIABILITY COVERAGE – MAXIMUM BENEFIT \$10,000

- a. **We** will pay a maximum of \$10,000 per **Policy** period, separate from the **Annual Maximum Benefit** or **Covered Incident Limit**, to which **You** become legally liable to pay as compensatory damages because of unintentional property damage arising out of the actions of **Your Pet(s)** named in the **Policy**. \$10,000 is the maximum amount **We** will pay for the total of:
  - All compensatory damages with respect to one **Accident** or occurrence, regardless of the number of insureds against whom **Claims** are made or actions are brought against **Your Pet**.
- b. **You** are responsible for the first \$500 in damages, or the actual amount of the loss or damage, whichever is less, for loss or damage to property resulting from any one **Accident** or occurrence. If **You** have any other insurance (such as a Homeowners, Tenant or Condominium Unit Owner **Policy**) which applies to a **Claim** or would have applied if this **Policy** did not exist, this **Policy** will be considered excess insurance, and **We** will not pay any loss or **Claim** until the amount of such other insurance is exhausted.
- c. **We** do not insure **Claims** for property damage caused by:
  - Any intentional or criminal act or failure to act by **You** or by any other person at **Your** direction;
  - **Your Pet** that results in an injury or bodily damage to another pet or animal, regardless of whether such other injured or damaged pet or animal is the property of **You** or of another person; or
  - Any **Pet** with a prior history of causing **Injury** to persons or damage to property, when such prior history was known or ought to have been known to **You**.
- d. **We** do not insure **Claims** for property damage to property owned by or in the care, custody, or control of **You** or a member of **Your** household or family member, except for unintentional property damage to premises owned by others, or their contents, which **You** are using, leasing, renting, or have in **Your** custody or control.
- e. This coverage is not subject to the **Per Incident Copay**, if elected, **Coinsurance**, or **Policy Annual Deductible**.

## RIGHT TO COLLECT INFORMATION

When **We** receive notice of **Your Claim**, **We** may request additional information from **You**, a health care practitioner or facility, or any other individual or entity, to determine **Our** liability.

**You** must cooperate with **Us** and assist **Us** regarding any request **We** make pursuant to this section.

Claims will be denied if **We** are unable to determine **Our** liability because **You** failed to:

- a. Authorize the release of information **We** request;
- b. Provide **Us** with all information **We** request;
- c. Provide **Us** with information that is accurate and complete.

Claims will be considered for benefits upon receipt of all accurate and complete information that **We** request. **We** will not pay benefits if the requested information, or authorization for its release, is not provided to **Us**.

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**

A handwritten signature in black ink, appearing to read "Jon Dubaushes", written in a cursive style.

President

# INDEPENDENCE AMERICAN INSURANCE COMPANY

485 Madison Avenue, New York, NY 10022

## 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:	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Dental
Benefits:							
Wellness Exams	\$15	\$20	\$25	\$40	\$50	\$75	NA
Vaccines: Flea, Tick and Heartworm Heartworm Preventative Rabies DHLP (Distemper, Hepatitis, Leptospirosis, Parainfluenza) Parvovirus/Corona Bordetella Lyme Canine Influenza FVRCP (Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia) Leukemia FIP (Feline Infectious Peritonitis) Other Vaccines as approved for general use by AVMA (American Veterinary Medical Association), or equivalent industry regulating entity	\$20	\$30	\$40	\$50	\$75	\$100	
Spay / Neuter or Teeth Cleaning	\$30	\$40	\$50	\$75	\$100	\$150	
Tests: Blood Panel Heartworm Test Fecal Test Urinalysis Test FeLV Test (Feline Leukemia Virus)	\$15	\$20	\$25	\$45	\$65	\$100	
Microchip / Health Certificate	\$10	\$15	\$20	\$30	\$40	\$50	
Deworming	NA	\$10	\$10	\$10	\$15	\$30	
Dental Treatments	NA						\$

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**

A handwritten signature in black ink, appearing to read "Jon Dubauskas". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

President