# *INDEPENDENCE AMERICAN INSURANCE COMPANY*

***a Delaware Insurance Company***

***Administrative Office: 485 Madison Avenue, New York, NY 10022***

# Pets Health Insurance Policy

## Insuring Agreement

(This policy is non-participating)

In consideration for: Premiums paid; your compliance with all of your duties in the event of Covered Loss; and all other terms and conditions set forth in this Policy; we will pay up to the applicable limit (less any corresponding Deductible and Coinsurance Amount) for charges incurred for veterinary services resulting from a Covered Loss to your Pet(s) that first occur and are treated by a veterinarian during the Policy Term and are covered under this Policy.

This Policy contains very strict Claims reporting requirements which must be followed as conditions precedent to coverage. We may investigate and settle any Claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages in judgments or settlements resulting from the offense or Incident equals our indemnification limit of liability.

Changes can be made only: with our expressed prior written consent; and by amending the Declarations Page; or by issuing an Endorsement which is made part of this Policy. Changes, amendments and waivers to this Policy will take effect on the date we specify in the Policy Declarations and Schedules or Endorsement, and will not relate back to the Policy effective date.

Throughout the Policy and any attached Endorsements, the words: "you" or "your" refer to the Policyholder. The words "we" "us" "our" and the "Company" refer to the Insurer. Other capitalized terms have specific meaning throughout the Policy as defined in the Definitions section.

**Independence American Insurance Company** has caused this Policy to be executed at its Home Office in New York, New York on the Issue Date.

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David Kettig
President

Adam C. Vandervoort
Secretary

**This Policy provides coverage for Feline Illness benefits only.**

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# Policy Term

The Term of this Policy shall be for a period of three-hundred sixty-five (365) days. The Policy shall remain in effect as long as the Premium is paid and you comply with all other terms and conditions of the Policy. Subject to the applicable waiting period, coverage begins at 12:01 a.m. in the time zone of the Policyholder on the day following the date the Company or its designated representative receives and accepts the completed application and the required Premium. Coverage will continue until cancelled by you or us. Additional information regarding cancellation is listed in Policy Termination Provisions.

# Premium Payments

You are responsible for the payment of all Premiums. We must receive the first payment to place coverage into effect. Thereafter, Premium payments will be due monthly unless we agree to accept Premium payments quarterly, semi-annually or annually. All Premium payments will be made by electronic debit to your credit card or bank account, unless you have made other approved payment arrangements with the Company. This Policy will be cancelled if the Premium payment is not received within ten (10) days of the due date. Additional information regarding Premium payments is listed in the Policy Declarations Page.

# Policy Renewal

We will automatically renew this Policy every year unless: you receive a written notice of non-Renewal from us; or we receive written notification from you of your intent to non-renew this Policy. Coverage shall renew upon the same terms and conditions set forth in this Policy unless the Company provides you written notification of Premium or Policy changes, in accordance with the Renewal Premiums or Coverage Changes provision set forth below.

# Electronic Delivery

By accepting the terms of this insurance as evidenced by the payment of Premiums, it is agreed that this Policy, any Endorsements and any notices may be delivered to you by electronic mail via the internet, at the Company's option. If you choose not to accept electronic delivery of this Policy, you must immediately notify the Company and arrange for the Policy to be mailed or otherwise delivered.

# Renewal Premiums or Coverage Changes

If we elect to renew this Policy and: (1) the Premium will change; (2) the Deductible will materially change; or (3) we will materially reduce limits or coverage; we will mail written notice to you at the last known address at least 45 days prior to the expiration date of the Policy. If notice is not mailed at least 45 days before the expiration date of the Policy, the Policy will remain in effect on the same terms and conditions as the expiring Policy for the lesser of: (1) an additional 45 days; or (2) until the effective date of any replacement coverage procured. If the Renewal is accepted, the new Premium and Renewal changes will be effective on and after the first day of the Renewal Term. If the Policy is not renewed, any earned Premium for the resulting extended period of coverage will be calculated pro rata at the rates applicable to the expiring Policy.

# Termination Provisions

You may cancel this Policy by mailing or electronically delivering to us by e-mail advance written notice of your request for cancellation. You may also cancel this Policy by calling us at 208-947-3896 or 1-877-738-7237, (and we will send you written notice of cancellation). Cancellation will be effective on the later of: the date requested by you; or the date we receive your request.

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If this Policy has been in effect for 60 days or less, we may cancel all or part of this Policy by providing written notice of cancellation to the Policyholder at least: ten (10) days before the effective date of cancellation if we cancel for nonpayment of Premiums; or thirty (30) days written notice if we cancel for any other reason.

If this Policy has been in effect for more than 60 days, we may only cancel this Policy or part of this Policy, for one or more of the following reasons:

1. The Policy was obtained by Fraud or material misrepresentation;
2. Violation or breach of any Policy Terms and conditions by the Policyholder other than nonpayment of Premium;
3. Changes in circumstances which may measurably increase the risk of loss;
4. Loss of any reinsurance coverage to the Company for all or a substantial part of the underlying risk;
5. Continuation of the Policy would place the Company in violation of state insurance laws;
6. Non-Payment of Premium.

If we cancel for one or more of the first five (5) reasons enumerated above, written notice of cancellation will be sent to you at least forty-five (45) days before the effective date of the cancellation. During the notice period, the Policyholder will be required to continue making Premium payments in accordance with the terms of this Policy.

If we cancel due to non-payment of Premium, notice will be provided to you at least ten (10) days before the effective date of cancellation.

## Non-Renewal by Us

If we elect not to renew this Policy, we will send written notice of our intention not to renew at least forty-five (45) days prior to the expiration of the Policy. If notice is not sent to you at least forty-five (45) days prior to the expiration of this Policy, this Policy will remain in effect for an additional forty-five (45) day period following the Policy expiration date on the same terms and at the same Premium rates as the expiring Policy. All non-Renewal notices will be sent to you in accordance with the Electronic Delivery provision.

## Reinstatement of Policy

If the Policy is cancelled for non-payment of Premiums, we may, at our option, reinstate the Policy if we receive the full past due Premium, along with a written or verbal request for reinstatement within fifteen (15) days of the effective date of cancellation. Cancelled policies for non-payment of premium are subject to underwriting review prior to reinstatement being offered or approved.

## Refund of Unearned Premiums Upon Cancellation

If either you or we cancel this Policy, we will send you a refund of any unearned Premium within thirty (30) days of the effective date of cancellation. The unearned Premium will be calculated using a pro-rata factor developed from the difference between: the number of days that the Policy was in effect; and the number of days remaining after the effective date of cancellation. No Premiums shall be refunded for any mid-Term cancellation during months in which a loss occurred or Claims were submitted and paid. If Premium payments are made by credit card or bank debit card, any Premium refund due and owing will be credited to the credit card or bank account. Premium payments made by check will be refunded by check and mailed directly to you. Any uncollected Premiums owed us for coverage provided prior to the effective date of cancellation will be prorated and billed to you in accordance with the payment arrangement set forth on the Declarations page.

## Deductible & Coinsurance

All Claims are subject to a Deductible and Coinsurance. Deductible refers to the amount of a Covered Loss for which you are liable before Benefits apply. Coinsurance is the stated percentage of each covered Claim for which you are responsible for paying. Coinsurance is in addition to any Deductible for which you are also responsible. The specific Deductible and Company Coinsurance percentage is stated on the Policy Declarations Page.

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The Annual Deductible will be applied and deducted from covered Claims before Benefits apply. Once the Annual Deductible amount has been met, the Policy will pay out all future losses for the remaining Policy Term at the selected Coinsurance amount. Coverage will not exceed the annual Policy limits for all Covered Losses.

## Waiting Periods that Apply

There is a fourteen (14) day waiting period beginning after the effective date of the Policy during which we will not cover any Illness Benefits. The waiting period is waived for continuous, uninterrupted Policy Renewals.

The waiting period may be reduced or waived for coverage acquired through pre-approved channels where the health of your Pet is certified by a participating veterinarian 10 days prior to coverage being purchased. Please refer to your Declaration Page for your Pet's specific waiting period.

## Description of Feline Illness Plan Coverage – Annual

If the Declaration Page indicates that you have paid the required Premium for this Benefit than this Policy will provide Illness only coverage for the Pet(s) named on the Declarations Page for this Coverage.

| | **Option 11** |
|---|---|
| Coinsurance Amount: | 70%-100% as elected |
| Annual Deductible per Pet: | $0-$1,000 as elected |
| Annual Maximum Benefit: | $4,000 |
| Per Pet Lifetime Maximum Benefit: | $10,000 |

After satisfaction of the Annual Deductible, we will pay the Coinsurance amount shown on the Declarations Page for charges incurred for covered veterinary services for each Illness listed below that manifests, occurs, or is treated by a licensed veterinarian during the Policy Term. Benefits will not exceed the Maximum Benefits shown above.

The Annual Deductible Amount you must satisfy is shown on the Declaration Page. All Deductibles and Coinsurance, Exclusions and other terms and conditions of the Policy apply to this Benefit.

This Policy provides coverage only for these listed and diagnosed conditions. A diagnosis by a licensed veterinarian is required for services to be covered.

- Cancer (must provide a histopathology report showing a malignant cancer prepared by a Veterinary Pathologist)
- Hyperthyroidism
- Diabetes
- Chronic Renal Failure
- Acute Renal Failure
- Hepatic Lipidosis
- Cholecystitis
- Feline Asthma
- Pancreatitis
- Pneumonia
- Heart Disease
- Intestinal Foreign Body
- Hypothyroidism
- Pyothorax
- Chylothorax
- Arthritis
- Acquired Cataracts

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- Feline Infectious Peritonitis (Only if adequately vaccinated per the manufacturer's recommendations)
- Feline Leukemia Virus (Only if adequately vaccinated per the manufacturer's recommendations)
- Anemia and clotting disorders
- Mast Cell Tumors

# Optional Wellness Benefit

This provision only applies if it is shown in the Declarations Page and the required Premium has been paid. This Policy will provide Wellness Benefit coverage for the Pet(s) named on the Declarations Page for this Benefit.

This Optional Wellness Benefit may only be added or removed at Policy Renewal.

We will pay the actual costs incurred for the following Wellness Benefits your Pet(s) receives from a licensed veterinarian during the Policy Term up to the Maximum Limit shown in the Wellness Benefit Schedule. Benefits will not exceed the Maximum Benefits shown below. The Deductible and Coinsurance do not apply to Wellness Benefits.

| **Wellness Benefit Schedule** | **Option 8** | |
|---|---|---|
| | **Canine Wellness Maximum Limit** | **Feline Wellness Maximum Limit** |
| Annual Maximum Benefits per Policy Term: | $505 | $565 |
| Wellness Exam: | $50 | $50 |
| **Vaccines:** | | |
| Rabies | $15 | $15 |
| Flea, Tick and Heartworm Preventative | $25 | $25 |
| DHLP | $15 | N/A |
| Parvo/Corona | $10 | N/A |
| Bordetella | $10 | N/A |
| Lyme | $15 | N/A |
| Canine Influenza | $15 | N/A |
| FVRCP | N/A | $25 |
| Leukemia | N/A | $25 |
| FIP (Feline Infectious Peritonitis) | N/A | $20 |
| Spay/Neuter | $100 | $100 |
| Teeth Cleaning | $100 | $100 |
| Blood Panel | $60 | $60 |
| Heartworm Test | $25 | $25 |
| Fecal Test | $15 | $15 |
| Urinalysis Test | $25 | $25 |
| FeLV Test (Leukemia) | N/A | $60 |
| Microchip | $25 | $20 |

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# Claims Procedures

Payments for Claims are subject to: the terms of the Policy; any coverage limitations; Deductibles; and Coinsurance. We will make all Claims payments directly to you, unless we receive a written notice from you requesting that such payment be made directly to the veterinary provider listed on the Claim. Claim forms can be accessed on-line at the website address below or can be obtained by contacting ABC Insurance Services LLC. The most we are obligated to pay for Covered Loss is the lesser of the actual amount incurred for the treatment of an insured Pet, minus Deductible and Coinsurance; or the applicable scheduled Policy maximum benefit.

# Claims Contact and Submission Information

Pets Best Insurance Services, LLC
2323 South Vista Road; Suite 100
Boise, ID 83705
Phone: 208-947-3896
Fax: 866-777-1434
Toll Free: 1-877-738-7237
Email: claims@petsbest.com
Website: http://www.petsbest.com/customers/howtofileaclaim.aspx

# Your Duties in the Event of a Loss

In the event of a loss you must do all of the following:

1. Promptly report all Claims. Claims must be reported within one hundred and eighty (180) days. The failure to submit a Claim on a timely basis which: prejudices our right to seek an independent medical examination of the Pet(s); or impedes our ability to obtain the Pet's veterinary records or to otherwise process the Claim; shall result in the denial of the Claim.
2. You must submit a claim form, completed and signed by you. Along with the claim form you must include the itemized paid receipt or billing statement reflecting the paid charges and the nature of treatment. An electronic claim form, (that we approve), from the attending veterinarian may be submitted for direct payment.
3. Take all necessary and reasonable steps to prevent further loss.
4. Make available the Pet(s) or other relevant items or information in your possession or control for our inspection and examination.
5. Maintain records of expenses incurred for which the Policyholder is liable and seek reimbursement.
6. Authorize us to obtain any additional records or other information we deem necessary directly from the veterinarian. Refusal to authorize medical records or other documents or information from treating veterinarian will result in denial of claim.
7. Provide notice to us in writing and include all known facts relating to the Claim; and submit the Pet(s) to medical examinations or other evaluations that we deem necessary by the consultant(s) of our choice.

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# Multiple Limits

We will only pay up to the largest single applicable limit. In no event is stacking of any limits allowed regardless of the number of Covered Losses or other causes of loss or events that contribute concurrently or in sequence to: the cause of loss; consequential loss; or damage; to the insured Pet(s).

# Fraud Warning

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, or makes any Claim for the proceeds of an insurance Policy containing any false, incomplete or misleading information may be guilty of a felony.

# Claims Appeal and Complaint Process

The following describes the appeal process in the event you have a complaint or grievance regarding the denial of a Claim or other action taken by us under this Policy. All requests for an appeal must be submitted to us within sixty (60) days of the denial of your Claim or other action giving rise to the complaint or grievance.

**First Level Appeal** - You may initiate an appeal through submission of a written request to the Company. The appeal shall set forth the reasons why you contend the denial of the Claim was incorrect. Any written comments, documents or other relevant information may be submitted with the appeal. After our receipt of the appeal, all facts: including those originally used in making the initial decision; and any additional information that is sent or that is otherwise relevant; will be reviewed by one of our medical/claims representatives who was not involved in the initial decision. A written

notice of the first level appeal decision will be sent within thirty (30) days of our receipt of the request for an appeal. However, if we request additional information or documentation, a decision will be sent within thirty (30) days of the date we receive the additional information or documentation. If the original decision is upheld, the written notice will state the specific reasons for denial and the specific Policy provisions upon which the decision is based.

**Second Level Appeal** - If you disagree with the decision made in the first level appeal, you may request further appeal to the second level. You must first exhaust the first level appeal before submitting a request for second level appeal. A request for second level appeal must be made in writing within thirty (30) days of the date of the issuance of our first level written appeal decision. If the appeal is regarding a disagreement over medical facts, rather than Policy coverage or terms, than an impartial veterinarian selected by us, who is independent and not controlled by us, will conduct the review. Otherwise the second level appeal will be conducted internally by a management level employee who was not involved in the first level appeal or the original claim decision. The second level appeal determination will be issued within sixty (60) days of receipt of the request.

**Arbitration** - Arbitration is available as the final level of appeal for a dispute you have with us. All other levels of this appeal process must be exhausted before arbitration is available. Choosing arbitration as the final level for the settlement of such disputes will be binding upon: the parties; their heirs; successors; and representatives. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The costs of arbitration, including reasonable filing fees and arbitrator fees, shall be shared equally by the parties. Other expenses of arbitration, including, but not limited to, attorneys fees and costs, will be borne by the party incurring those expenses. The parties agree that the arbitration decision will be binding and may be enforced in any court having jurisdiction thereof by filing a petition for enforcement of said decision. Any arbitration proceedings will be conducted in Delaware unless your state's insurance laws require otherwise.

**Complaints to State Departments of Insurance -** 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's department for details and applicable rules and laws. Filing a complaint with a state's Department of Insurance will supersede the above described appeal procedures. Any appeals in process will be cancelled and no further internal appeals procedures will be made available.

**Legal Remedies -** You must first exhaust the formal appeals process set forth herein before filing a lawsuit to resolve a dispute. The time to file such action shall be tolled while the formal appeals process is pending. The failure to exhaust the formal appeals process set forth herein may be a defense we can assert to any legal proceeding filed.

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# Exclusions Applicable to All Plans

We will not be liable for paying any of the following:

1. Undiagnosed conditions. Claims must be accompanied by a diagnosis from a licensed Veterinarian.
2. Claims for veterinary services exceeding the maximum benefit or Per Pet Lifetime Maximum Benefit amounts or Policy limits.
3. All Deductibles and Coinsurance that are required to be paid by you as described in this Policy.
4. Claims arising from, or as a result of, any excluded procedure, Accident or Illness, other than that specifically outlined in the Description of Feline Illness Coverage.
5. Any Claims caused by or as a result of: invasion; war or civil war; insurrection; rebellion; revolution; military or usurped power; or by operation of armed forces while engaged in hostilities; whether war be declared or not.
6. Any Claims caused by or as a result of any: nuclear incident; or biological, chemical or radiation contamination or exposure; other than acts of terrorism.
7. Claims for attorney fees or other defense or court-related expenses arising out of any Claim or dispute in connection with this Policy.
8. Non-veterinary services, including, but not limited to: federal, state or local taxes; waste disposal; government fees and surcharges; photocopying fees; bank fees and credit card charges; vitamins; supplements; food;

nutritional products; bathing; grooming; boarding; pet day care; biohazardous waste fees; OSHA fees; maintenance fees; or transportation expenses.

9. Any services not performed by a licensed veterinarian or under the direct supervision of a licensed veterinarian.
10. Pre-Existing Conditions, which are Claims for Accident or Illness to the Pet(s) that occur or manifest, whether treated or not, prior to the effective date of the Policy or during the applicable waiting period.
11. 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.
12. Claims for Illness, sickness, disease, Cancer or Wellness Benefits (if purchased) that manifest, whether diagnosed or not before the effective date of coverage or prior to the expiration of the applicable waiting period under the Policy.
13. Claims for Accidental Injury.
14. Preventative and elective procedures, including, but not limited to: tail docking; ear crops; nail trims; declaws; dewclaw removal; elective gastropexy; and anal gland expression and removal. Claims for Pets that are found to be healthy and presenting with no clinical symptoms are also excluded.
15. Diagnostics, treatments and prevention of parasites, including but not limited to: roundworms; tapeworms; hookworms; heartworms; ringworm; fleas; ticks; and giardia, except as is provided under the Wellness Benefit if purchased.
16. Vaccinations and routine annual exams, bloodwork, spay, neuter, and routine diagnostics, except as provided by the Wellness Benefit if purchased.
17. Special diets; non-approved supplements; herbal therapies; vitamins; food; bathing and grooming; other routine care; maintenance; boarding; and medical-related transportation expenses ,except as is provided under the Wellness Benefit if purchased.
18. Any prescription or over-the-counter medications that are not included in the formulary of covered medications.
19. Claims that occur from any: Accident; injury; Illness; or Condition; with respect to which the Policyholder was advised by a veterinarian to take preventative measures, and did not meet the terms.
20. Vaccinable diseases in the absence of a current vaccination per the manufacturer's recommended schedule. This includes Canine and Feline Distemper, Parvovirus, Parainfluenza, Hepatitis, Leptospirosis, Calicivirus, Coronavirus, Feline Immunodeficiency Virus, Feline Infectious Peritonitis, Bordetella, and Rabies.
21. Claims for teeth cleanings, except as provided under the Wellness Benefit if purchased. Gingivitis and progressive periodontal disease caused by the accumulation of tartar is not a covered expense.
22. Dental health care.
23. Claims for Alternative and Holistic treatments. This includes but is not limited to acupoint, acupressure, alpha-stim, aromatherapy, aura cleansing, flower remedies, chakra balancing, herbal remedies, healing crystals, kinesiology, homeopathy, massage, neoplasene, ozone therapy, prolotherapy, reiki and reflexology.
24. Claims for mortality expenses with the exception of euthanasia and cremation. This includes but is not limited to headstones, plots, burial service expenses, funerals, urns, vessels, coffins, taxidermy and cryopreservation.
25. Costs for Covered Losses which arise out of racing, coursing, commercial guarding or organized fighting of your Pet. Intentional injury to your Pet by you or a member of your household.
26. The following breeds are not covered for pregnancy related conditions: Himalayan and Persian.

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# General Terms and Conditions

**Policy Endorsements & Declarations Changes** - You may request changes to the terms of this Policy at any time prior to the expiration date of the Policy. All Policy changes are subject to our prior written consent and may only be made by: amending the Declarations Page; or by issuing an Endorsement to the Policy. All Policy Endorsements and riders are incorporated into and shall become a part of this Policy. Changes and endorsements to this Policy will take effect on the date we specify in the Policy Declarations Page or Endorsement, and will not relate back to the Policy effective date.

**This paragraph does not apply to the Wellness Benefit:**
**Premium Discounts** - The Company may, from time to time at its option, offer Premium discounts to the Policyholder who meet 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.

**Premium Refund Conditions** - If you cancel the Policy within thirty (30) days of its initial issuance and no Claims have been submitted or paid, then the Premiums shall be fully refundable. However, the first month's Premium is not refundable if any Claim has been submitted and paid. If the Policy is cancelled more than thirty (30) days after issuance, we will refund the Policy Premium on a pro-rata basis.

**Claims for Services Incurred Subsequent to the Policy Termination Date** - Claims for veterinary services incurred or rendered subsequent to the termination of this Policy are not covered. This applies even if the Claim is for a medical condition that commenced prior to the termination of this Policy.

**Non-Transferable Interest** - A Policy cannot be transferred between different Pets. Each Pet must undergo an individual application process and underwriting review. A Policy can, however, be transferred between pet owners for the same insured Pet, if all premium-owed is current, and the request for transfer is made in writing by both involved parties. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the course and scope of their duties as your legal representative. Until your legal representative is appointed, anyone having temporary proper custody of the insured Pet(s) will have your rights and duties under the Policy, but only with respect to the insured Pet(s). We reserve the right to: require new proof of insurability; and apply new underwriting criteria and rates; in the event the Policyholder transfers the ownership of a Pet(s) to others who desire to maintain insurance coverage with us.

**Insurable Interest -** You must be the owner of the insured Pet(s). If the Policyholder dies, becomes unable to care for the insured Pet(s), or passes the ownership of the insured Pet(s), the coverage may continue without interruption, if approved in writing by us, subject to all other terms and conditions of this Policy. The Pet must reside at the residence listed on the Declarations Page. If the Pet changes residency the Company must be contacted and the Declarations Page updated.

**Other Interest** - This Policy is excess over any other valid and collectible insurance, whether: primary; excess; contingent; or on any other basis. When this insurance is excess, we will only pay amounts (subject to Policy limitations) in excess of other insurance. If no other insurance exists to cover Claims, this Policy will be considered primary and we will pay Claims subject to the terms and conditions of the Policy. If you have other insurance that provides similar primary coverage or is also excess covering the same Covered Loss, our share of the Claim is the pro rata proportion that the applicable scheduled limit, or sub-limit, under this Policy bears to all other applicable excess or primary coverage. However, we will not pay more than the applicable scheduled Policy limit or sub-limit. It is the responsibility of the Policyholder to notify us in the event that other insurance is in force. Failure to do so may result in cancellation of this Policy and forfeiture of benefits.

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**Release of Information and Records** - If requested, you agree that the current or previous attending or treating veterinarian(s) is/are allowed to release information or records to us regarding the Pet(s) in conjunction with: application for coverage; the processing of a Claim; or the handling of a dispute. Any charge made by the veterinarian for such information shall be at your expense.

**Policy** - The entire and integrated Policy between the Policyholder and the Insurer consists of: The Policy; the Policy Declarations Page; any Endorsements; any riders; and the application. This Policy supersedes all prior negotiations, representations, or agreements either written or oral.

**Liberalization** - If we adopt any revision that would broaden the coverage under this Policy without additional Premium within forty-five (45) days prior to or during the Policy Term, the broadened coverage will immediately apply to this Policy.

**Payment Disputes** – If there is a current and open dispute filed with the payment processor used to submit premiums, all Claims will be held until such time as the dispute has been settled.

**Transfer of Rights of Recovery Against Others to the Insurer** - If we make payment under this Policy and the Insured has rights to recover damages from another, those rights are transferred to us to the extent of our payment. The Insured must do everything necessary to secure these rights and must do nothing after loss to impair them.

**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 if the person recommended to us purchases a Policy.

**Affinity and Corporate Group Members** - If you belong to an employer or affinity group that receives coverage or rate discounts through one of our plans and you terminate your employment or affiliation with the affinity group, we will continue to offer you the same coverage and group rate discounts for a period of one year following your date of termination of employment or discontinuation of membership in the affinity group.

**Fraud, Misrepresentation or Concealment** - Any Fraud, Misrepresentation or Concealment in relation to any matter affecting the insurance hereunder or in connection with the making of any Claim hereunder shall render coverage provided under this Policy null and void, and all Claims there under shall be forfeited and not paid.

**Governing Law –** This Policy is deemed negotiated and entered into 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.

# Definitions

**Accident or Accidental Injury** - Means an unforeseen, unexpected event that results in physical injury to the Pet(s).

**Annual Deductible** - This is the amount of Covered Losses incurred for which no Benefits will be paid. After Covered Losses reach the Deductible, the Policy will begin to pay Benefits for Covered Losses at the elected Coinsurance Amounts for the rest of the Policy Term.

**Benefit** - Refers to the Policyholder's obligation to settle any Claim.

**Behavioral Conditions –** Are those maladies of a Pet's behavior that necessitate treatment due to self-injury, property damage or other negative outcomes. This includes but is not limited to pica, anxiety, aggression, obsessive compulsive disorder, stress, fear, Coprophagia, psychogenic water consumption, phobias, inappropriate urination and hyperesthesia.

**Claim –** A request to pay benefits under this Policy.

**Covered Losses** - Refers to an eligible Illness occurring during the Policy Term and subject to specified Policy limits, Deductibles, and Coinsurance.

**Declarations Page** - is the page sent to you as the Policyholder with specific information about the Policy such as but not limited to: effective date, insured Pet(s), and the amount of your Deductible and Coinsurance.

**Exclusion –** Refers to losses which are not covered under this Policy.

**Fraud, Concealment or Misrepresentation** - Refers to an act by any person who, with intent to defraud, or knowing that he or she is facilitating a fraud against an insurer, submits a Policy application; or files a Claim containing a materially false or deceptive statement; or intentionally omits or conceals information material to the insurer's assumption of risk in issuing a Policy or paying a Claim.

**Illegal or Wrongful Acts** - Refers to an act: foreseen or unforeseen; intended or unintended; arising out of or related to, any illegal, criminal or wrongful act(s) committed: by the Policyholder; or by members of the Policyholder's household;

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or by the Policyholders representative(s); at the Policyholder's direction or with the Policyholder's knowledge and consent; with respect to an insured Pet(s).

**Illness –** Refers to sickness or disease of the insured Pet during the Policy Term.

**Insurable Interest** - exists when a person derives a financial benefit from the continuous existence of the insured object or suffers a financial loss from the loss of the insured object. A person has an insurable interest in something when loss-of or damage-to that thing would cause the person to suffer a financial loss or other kind of loss.

**Insured** - Refers to the Pet(s) shown on Declarations page.

**Insurer** - Refers to Independence American Insurance Company.

**Premium** - Refers to the dollars paid by the Policyholder for coverage under the Policy.

**Per Pet Lifetime Benefit -** Refers to the maximum amount we will pay during the lifetime of your Pet for any and all Covered Losses.

**Pet** - Refers to the insured Pet(s) listed on the Declarations Page. The Policyholder must have an Insurable Interest.

**Policyholder** - Refers to the owner of the Pet(s) identified in the Declarations Page or any Schedule or Endorsement attached to and made a part of this Policy. The Policyholder must have Insurable Interest in the Pet.

**Pre-existing Condition** - An illness or the recurrence of any illness or condition which first occurred or displayed any signs and/or symptoms consistent with the stated illness or condition prior to the expiration of any applicable waiting period; or an injury or recurrence of an injury that occurred prior to the expiration of any applicable waiting period; or any condition or complication resulting from an illness or injury that occurred prior to the expiration of any applicable waiting period. A condition may be considered Pre-existing: whether or not it was specifically diagnosed by a veterinarian, whether or not it was treated by a veterinarian, is in remission at the time of application, is seasonal in nature even if in remission at the time of application, is currently or previously being controlled by medication(s), or is a latent infectious or parasitic condition that manifests itself within a known incubation period following the policy effective date rendering clear evidence that the condition had to be contracted prior to the expiration of any applicable waiting period.

**Renewal** - Refers to the offer and acceptance by the Company and Policyholder of continuation of insurance coverage after the initial Policy Term. This is subject to Policy coverage limits and terms and conditions imposed by the Company.

**Term** - Refers to a three-hundred and sixty-five (365) day period starting at 12:01 a.m. on the Policy effective date as shown on the Policy Declarations Page and ending at 12:01 a.m. on the 366th day following the effective date of the Policy.

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# *INDEPENDENCE AMERICAN INSURANCE COMPANY*

*485 Madison Avenue, New York, NY 10022*

**AMENDATORY ENDORSEMENT**

**NEW HAMPSHIRE**

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

A. The **Electronic Delivery** provision is changed and replaced with the following:

## Electronic Delivery

By accepting the terms of this insurance as evidenced by the payment of Premiums, it is agreed that this Policy, any Endorsements and any notices, except as indicated below, may be delivered to you by electronic mail via the internet. If you choose not to accept electronic delivery of this Policy, you must immediately notify the Company and arrange for the Policy to be mailed or otherwise delivered. As for any notice of cancellation or non-renewal, notice will be mailed to you by first class mail.

B. The **Renewal Premium or Coverage Changes** provision is replaced with the following:

## Renewal Premiums or Coverage Changes

If we elect to renew this Policy and: (1) the Premium will change; (2) the Deductible will materially change; or (3) we will materially reduce limits or coverage; we will mail written notice to you at the last known address at least 90 days prior to the expiration date of the Policy. If the Renewal is accepted, the new Premium and Renewal changes will be effective on and after the first day of the Renewal Term. If the Policy is not renewed, any earned Premium for the resulting extended period of coverage will be calculated pro rata at the rates applicable to the expiring Policy.

C. The **Termination Provisions** is replaced with the following:

## Termination Provisions

You may cancel this Policy by mailing or electronically delivering to us by e-mail advance written notice of your request for cancellation. You may also cancel this Policy by calling us at 208-947-3896 or 1-877-738-7237, (and we will send you written notice of cancellation). Cancellation will be effective on the later of: the date requested by you; or the date we receive your request.

If this Policy has been in effect for 90 days or less, we may cancel this Policy by providing written notice of cancellation to the Policyholder at least: ten (10) days before the effective date of cancellation if we cancel for nonpayment of Premiums; or forty-five (45) days written notice if we cancel for any other reason.

If this Policy has been in effect for more than 90 days, we may only cancel this Policy or part of this Policy, for one or more of the following reasons:

1. Discovery of fraud or material misrepresentation by the you in pursuing a claim under the Policy;
2. Discovery of grossly negligent acts or omissions by the Policyholder substantially increasing any of the hazards insured against;
3. Conviction of you of a crime having as one of its necessary elements an act increasing any hazard insured

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against;
4. Specific request of the Policyholder;
5. Non-Payment of Premium, including nonpayment of any additional premiums, calculated in accordance with the current rating manual of the Company.

If we cancel for one or more of the first four (4) reasons enumerated above, written notice of cancellation will be sent to you at least forty-five (45) days before the effective date of the cancellation. During the notice period, the Policyholder will be required to continue making Premium payments in accordance with the terms of this Policy.

If we cancel due to non-payment of Premium, notice will be provided to you at least ten (10) days before the effective date of cancellation.

D. The Refund of Unearned Premiums Upon Cancellation is replaced with the following:

## Refund of Unearned Premiums Upon Cancellation

If either you or we cancel this Policy, we will send you a refund of any unearned Premium within thirty (30) days of the effective date of cancellation. The unearned Premium will be calculated using a pro-rata factor developed from the difference between: the number of days that the Policy was in effect; and the number of days remaining after the effective date of cancellation. If Premium payments are made by credit card or bank debit card, any Premium refund due and owing will be credited to the credit card or bank account. Premium payments made by check will be refunded by check and mailed directly to you. Any uncollected Premiums owed us for coverage provided prior to the effective date of cancellation will be prorated and billed to you in accordance with the payment arrangement set forth on the Declarations page.

E. The **Fraud Warning** section is replaced with the following:

## Fraud Warning

Any person who, with a purpose to injure, defraud, or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud.

A person is guilty of insurance fraud, if, such person knowingly and with intent to injure, defraud or deceive any insurer, conceals or causes to be concealed from any insurer a material statement, or presents or causes to be presented to any insurer, or prepares with knowledge or belief that it will be so presented, any written or oral statement including computer-generated documents, knowing that such statement contains any false, incomplete or misleading information which is material to:

1. An application for the issuance of any insurance policy.
2. The rating of any insurance policy.
3. A claim for payment or benefit pursuant to any insurance policy.
4. Premiums on any insurance policy.
5. Payments made in accordance with the terms of any insurance policy.

F. The following exclusion under the Exclusions Applicable to All Plans is replaced with the following:

Claims for attorney fees or other defense or court-related expenses arising out of any Claim or dispute in connection with this Policy. This does not apply if the case is decided in favor of the Policyholder.

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G. **Arbitration** and **Legal Remedies** paragraphs under the **Claims Appeal and Complaint Process** section are replaced with the following:

**Arbitration** - Arbitration is available as the final level of appeal for a dispute you have with us. All other levels of this appeal process must be exhausted before arbitration is available. However, an arbitration will take place only if both you and we agree, voluntarily, to have the loss arbitrated. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The costs of arbitration, including reasonable filing fees and arbitrator fees, shall be shared equally by the parties. Other expenses of arbitration, including, but not limited to, attorneys fees and costs, will be borne by the party incurring those expenses. The parties agree that the arbitration decision will be non-binding. Any arbitration proceedings will be conducted in New Hampshire or at a different location if both parties mutually agree to it.

**Legal Remedies** - The time to file such action shall be tolled while the formal appeals process is pending. The failure to exhaust the formal appeals process set forth herein may be a defense we can assert to any legal proceeding filed.

H. The **Other Interest** paragraph and the **Fraud, Misrepresentation or Concealment** paragraph under the **General Terms and Conditions** section are replaced with the following:

**Other Interest** - If no other insurance exists to cover Claims, this Policy will be considered primary and we will pay Claims subject to the terms and conditions of the Policy. If you have other insurance that provides similar primary coverage or is excess covering the same Covered Loss, our share of the Claim is the pro rata proportion that the applicable scheduled limit, or sub-limit, under this Policy bears to all other applicable excess or primary coverage. However, we will not pay more than the applicable scheduled Policy limit or sub-limit. It is the responsibility of the Policyholder to notify us in the event that other insurance is in force. Failure to do so may result in cancellation of this Policy and forfeiture of benefits.

**Fraud, Misrepresentation or Concealment** - This Policy may be canceled due to the discovery of fraud by you relating to it. We may deny any claim if you intentionally conceal or misrepresent a material fact or circumstance concerning this policy, engage in fraudulent conduct, or make false statements relating to this Policy.

The above condition will not apply to if you did not commit, participate in, or have knowledge of any of the Fraud, Misrepresentation or Concealment.

I. The definition **Manifest/Manifestation** is added to the **Definitions** section as following:

**Manifest/manifestation** – Refers to a sign or symptom that indicates the existence or presence of an illness or condition.

This Amendatory Endorsement is subject to all provisions of the Policy which are not in conflict with the provisions of this Endorsement. 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

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