**INSURER:**
**INDEPENDENCE AMERICAN INSURANCE COMPANY**
**a Delaware Insurance Company**
11333 N. Scottsdale Rd., Suite 160
Scottsdale, AZ 85254

# MAINE
# INSURER DISCLOSURE OF IMPORTANT PET INSURANCE POLICY PROVISIONS

## POLICY DEFINITIONS

Following is a list of terms defined for use in our pet insurance policy:

- "Chronic Condition" means a condition that can be treated or managed, but not cured.
- "Pet Insurance" means a property insurance policy that provides coverage for Accidents and Illnesses of pets.
- "Pre-Existing Condition" means a condition for which any of the following are true prior to the pet's Policy Effective Date or during any waiting period:
  1. A veterinarian provided medical advice regarding the condition;
  2. Your pet received previous treatment for the condition; or
  3. Based on information from verifiable sources, your pet had clinical signs or symptoms directly related to the condition for which a claim is made.
- "Veterinarian" means an individual who holds a valid license to practice veterinary medicine from the appropriate licensing entity in the jurisdiction in which the individual practices.
- "Veterinary Expenses" means the actual costs associated with medical advice, diagnosis, care, or treatment provided by a veterinarian including, but not limited to, the cost of drugs prescribed by a veterinarian.
- "Waiting Period" means the period of time specified in this pet insurance policy that is required to transpire before some or all of the coverage in the policy begins.

## REQUIRED DISCLOSURES

**Policy Exclusions and Limitations**

***The policy excludes coverage due to any of the following:***

1. Pre-existing Conditions on both accident & illness and accident only policies.
2. Any accident, condition, or Cruciate Ligament Event with respect to which the policyholder was advised by a Veterinarian to take Preventative measures, and did not meet the terms. Cruciate Ligament Events are not covered under the accident only policy.
3. Intervertebral Disc Conditions are not covered under the accident only policy.

Other exclusions apply. Please refer to the exclusions section of the policy for more information.

***The policy limits coverage through:***

1. Waiting Periods.
2. Deductibles.
3. Coinsurance.
4. An Annual Limit.

***We do not reduce coverage or increase premiums based on*** the policyholder's claim history.

***We may increase premiums based on:***

1. The age of the covered pet.
2. A change in the geographic location of the policyholder.

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**Insurance Carrier**
The underwriting carrier, Independence American Insurance Company, differs from the brand names used to market and sell the product.

**Right To Examine And Return A Policy**
A policyholder has 15 days from the date the policy was received to review it and return it to us if the policyholder decides not to keep it. The policyholder does not have to tell us why they are returning it. If the policyholder decides not to keep it, it can be returned to us at our administrative office, or the policyholder can return it to the insurance producer that they bought it from, as long as the policyholder has not filed a claim under the policy. The policyholder must return the policy within 15 days of the date it was received. We will refund the full amount of any premium paid within 30 days after we receive the returned policy. The premium refund will be sent directly to the person who paid it. The policy will be void as if it had never been issued.

**Claims Payments**
Benefits are subject to all terms, conditions, and limitations of the policy.

***Claim Payment Methodology:***
Depending on plan selection and availability, We will process claims utilizing the following methodology:

- We first apply your coinsurance to the eligible charges. We then apply the remaining eligible charges to your annual deductible. Once your policy annual deductible has been met, claims for eligible charges are subject only to your coinsurance until any applicable annual maximum has been reached.

***Claim Payment Methodology for Optional Preventive Care Benefit (EssentialWellness/BestWellness™ Endorsement):***
Preventive Care services, if included as covered benefits under your policy, are reimbursed at the actual cost of the covered expense incurred, up to the applicable maximum allowable limit shown on the benefit schedule in the EssentialWellness/BestWellness™ Endorsement.

**Waiting Periods**
***Accident and Illness Plan:***
This Policy includes the following Waiting Periods:

1. 14-days from the pet's original policy effective date for illnesses.
2. 30-days from the pet's original policy effective date for any Cruciate Ligament Events and any related Conditions.

This Policy does not apply any Waiting Periods:

1. to injuries sustained in an accident.
2. to orthopedic Injuries sustained in an accident.
3. upon renewal of existing coverage.

***Accident Only Plan:***
This Policy does not apply any Waiting Periods:

1. to injuries sustained in an accident.
2. to orthopedic injuries sustained in an accident.
3. upon renewal of existing coverage.

***All Plans:***
Any applicable waiting periods begin on the covered pet's original policy effective date. Once an applicable waiting period has expired, as calculated from the covered pet's original policy effective date, additional waiting periods are waived for subsequent coverage periods, provided you maintain an active policy, with no gap in coverage, which is continuously in-force and renewed annually. Any applicable waiting period limitations are shown on the Declarations Page.

***Waiver of Waiting Periods:***
We may waive an applicable waiting period upon completion of a veterinary examination and submission of the Waiting Period Waiver Form. Please refer to the Waiver Form for all conditions and requirements that need to be met in order to obtain the waiver of the applicable waiting periods.

Once we receive the examination records and the completed waiting period waiver form from your Veterinarian, we will determine if it meets our review criteria. If it does, we will waive any applicable waiting periods shown on the Declarations Page. If the waiver

Sample

of the waiting period is granted, any conditions identified during the veterinarian examination may be considered Pre-Existing Conditions under the terms and conditions of your Policy.

| CONTACT INFORMATION | |
|---|---|

***State Contact:***

| | |
|---|---|
| Mailing Address: | State of Maine<br>Department of Professional & Financial Regulation<br>Bureau of Insurance<br>#34 State House Station<br>Augusta, ME 04333-0034 |
| Toll-Free Telephone Number: | (800) 300-5000 |
| Website Link: | https://www.maine.gov/pfr/insurance/home |

***Insurer Contact:***

| Insurance policies are issued and underwritten by Independence American Insurance Company | |
|---|---|
| Mailing Address: | Independence American Insurance Company<br>11333 N Scottsdale Rd, Ste 160<br>Scottsdale, AZ 85254 |
| Website Link: | https://www.independenceamerican.com/ |
| Administrator's Customer Service Toll-Free Number: | 1-877-738-7237 |
| Administrator's Customer Service E-Mail: | customercare@petsbest.com |

***Administrator Contact:***

| Plans are administered by Pets Best Insurance Services, LLC, a licensed agency | |
|---|---|
| Mailing Address: | Pets Best Insurance Services, LLC<br>1200 William St., PO Box 2490<br>Buffalo, NY 14240 |
| Website Link: | https://www.PetsBest.com/ |
| Customer Service Toll-Free Number: | 1-877-738-7237 |
| Customer Service E-Mail: | customercare@petsbest.com |

***Marketing Contact:***

| Plans are offered and marketed by Pets Best Insurance Services, LLC. | |
|---|---|
| Mailing Address | Pets Best Insurance Services, LLC<br>1200 William St., PO Box 2490<br>Buffalo, NY 14240 |
| Website Link: | https://www.PetsBest.com/ |
| Customer Service Toll-Free Number: | 1-877-738-7237 |
| Customer Service E-Mail: | marketing@petsbest.com |

***Producer Contact (if any):***

| | |
|---|---|
| Name: | |
| Email Address: | |
| Telephone Number: | |

Sample

# *INDEPENDENCE AMERICAN INSURANCE COMPANY*

*11333 N. Scottsdale Rd. Ste. 160, Scottsdale, AZ 85254*

## RIGHT TO RETURN NOTIFICATION

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

**RIGHT TO RETURN**

You have 15 days from the date You receive this Policy to review it and return it to Us if You decide not to keep it. You do not have to tell Us why You are returning it. If You decide not to keep it and You have not filed a Claim, simply return it to Us, Our Administrator, or to the insurance agent or producer You purchased it from. You must return it within 15 days of the date You first received it. We will refund the full amount of any premium paid within 30 days of Our date of receipt of the returned Policy. The premium refund will be sent directly to the person who paid it. The Policy will be void, as if it had never been issued.

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

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

**INDEPENDENCE AMERICAN INSURANCE COMPANY**

President

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Pets Best

# Accident and Illness Policy Form

Sample

**Administered by Pets Best Insurance Services, LLC**
11333 N. Scottsdale Rd. #160
Scottsdale, AZ 85254
877-738-7237 | www.PetsBest.com

**Underwritten by Independence American Insurance Company**
11333 N. Scottsdale Rd., Ste. 160
Scottsdale, AZ 85254

# Your Policy Explained

This pet health insurance policy was created with you and your Pet in mind. Below are the important details about what is included in your Pet's policy.

Throughout this policy and any attached endorsements, the words "you" and "your" refer to the insured/spouse/partner (Pet owner) named in the policy declarations page. The words "we", "us", and "our" refer to Pets Best Insurances Services, LLC (Pets Best) which handles many of the administrative processes for this insurance on behalf of the underwriter. The word "company" refers to Independence American Insurance Company.


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# 1 Your insurance agreement

**A.** Coverage. The company is pleased to provide the insurance described in this policy subject to the terms and conditions of this policy. The company provides coverage to you for the Pet described on the policy declarations page for Veterinary Expenses for any eligible disease, disorder, sickness, Illness, injury, abnormality, and/or syndrome displayed by your Pet unless excluded by this policy, after the application of your chosen Co-insurance, minus your chosen Deductible, up to the Annual Policy Limit.

**B.** New policyholder trial period. You can cancel your policy for any reason within 30 days of the Policy Effective Date and the company will refund 100% of any premium paid as long as no claims have been paid. This will void the policy form from the beginning, and any pending or not yet submitted claims will be denied.

# 2 Understanding policy benefits

**A.** Coverage options. We offer policies that feature the following Annual Policy Limits, Co-insurance percentages, and Deductible.

1. Annual Policy Limits: $2,500, $5,000, $10,000, No Annual Limit
2. Co-insurance options (percentage covered by the company): 50%, 60%, 70%, 80%, 90%
3. Annual Deductible: $50 to $2,000 in $50 increments

**B.** Supplemental benefit options. The following supplemental benefits are available for additional premium and must be chosen at policy enrollment to apply. These supplemental benefits are subject to the terms and conditions of this policy, including the application of Co-insurance, Deductible, and Annual Policy Limits.

1. Office visits/examination fees coverage. 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.
2. Take home prescription medications coverage. Prescription and over-the-counter drugs, medications, supplements, remedies, and Treatments prescribed by a Veterinarian and administered outside the clinic for an otherwise eligible Condition. This coverage is limited to those items listed on our formulary of covered medications (the current formulary is available on our website at www.PetsBest.com). Drugs, medications, or Treatments administered by a Veterinarian in a clinic for Treatment of an eligible Condition are part of your underlying coverage and do not require this supplemental benefit.
3. Rehabilitation, acupuncture, and chiropractic care coverage (also called physical therapy

Sample

or rehabilitative services). This involves the Treatment of physical impairments and disabilities to promote mobility and functional ability through examination, evaluation, diagnosis, and physical intervention performed by a Veterinarian. This is limited to acupuncture, electro-acupuncture, chiropractic, e-stim therapy, treadmill therapy, laser therapy, therapeutic exercises, range of motion exercises, stretching, joint mobilization, gait training, therapeutic ultrasound therapy, cryo therapy, and heat therapy. This supplemental benefit is restricted to the Treatment of an otherwise eligible Condition.

**C.** Your policy details. Please refer to your policy declarations page for detail on your selected Annual Policy Limit, Co-insurance percentage, Deductible, and supplemental benefit selections.

## 3 Paying premiums

**A.** Payment of premiums. Premium is payable as described on your policy declarations page. The successful payment of your premiums constitutes your acceptance of all terms and conditions contained in this policy. This policy will remain in force until cancelled and will renew automatically every year as long as your premium payments are current.

**B.** Failure to pay premiums. If premiums are unpaid, the company may cancel the policy by sending a notice of cancellation to you at your last known address at least 15 days before the effective date of cancellation. If you fail to make a premium payment before the cancellation date, the company will cancel your policy back to the date to which your premiums were paid.

**C.** Policy reinstatement. 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 15 days of the effective date of cancellation. Cancelled policies for non-payment of premiums are subject to underwriting review prior to reinstatement being offered or approved.

## 4 Adjusting coverages and premiums

**A.** Increasing your coverage.

**1.** Changes that will increase premium. You may be eligible to increase coverage by increasing Co-insurance (e.g., moving from a 70% to an 80% plan) or decreasing your Annual Deductible. These changes can only be made on your Policy Renewal Date and are subject to underwriting guidelines in effect at the time of the request. Please contact us to check your eligibility.

**2.** Changes that require a new policy. You may increase coverage by adding a supplemental benefit or increasing your Annual Policy Limit, but these actions require the cancellation of your current policy and the issuance of a new policy. New policies have new Waiting

Sample

Periods, new Policy Effective Dates, and new Policy Renewal Dates. Cancelling your current policy and starting a new policy will result in the Pre-existing Conditions exclusion being applied at the Policy Effective Date of the new policy. This means that if your Pet is showing signs or symptoms of a Condition at the time you request the change or during the Waiting Period, those Conditions will be considered Pre-existing to the new policy and any related claims will be denied.

**B.** Decreasing your premium. You may decrease coverage and reduce your Annual premium expense by reducing Co-insurance (e.g., moving from an 80% to 70% plan), increasing your annual Deductible, reducing your Annual Policy Limit, or removing a supplemental benefit. You can request a change of this kind at any time.

**C.** Prior claims experience. Your premium will not change based on your Pet's individual claim experience.

**D.** Address change. Your premium may change if your address changes. We require notification within 30 days following an address change.

## 5 Understanding your coverage

**A.** What isn't covered.

**1.** Pre-existing Conditions. Pre-existing Conditions are Conditions for which any of the following are true prior to the Policy Effective Date or during any Waiting Period:

**a.** A Veterinarian provided medical advice.

**b.** The Pet received previous Treatment.

**c.** Based on the information from verifiable sources, the Pet had signs or symptoms directly related to the Condition for which a claim is being made.

**2.** Preventative Care. Preventative Care, unless covered by Wellness, includes, but is not limited to:

**a.** Wellness exams, vaccinations or titer tests, parasite control (e.g., flea control, tick control, heartworm medication, and deworming), and dental care.

**b.** Elective and cosmetic procedures, including, but not limited to tail docking, ear cropping, declawing, and dew claw removal.

**c.** Spaying and neutering at any time or for any reason unless recommended by your Veterinarian following a Condition that involves damage to the reproductive organs unless covered under the optional Wellness Endorsement. Cryptorchidism and retained ovarian remnants are not Illnesses for the purpose of this exclusion and are not covered.

**3.** Claims for pets found to be healthy and presenting with no clinical symptoms.

Sample

4. Waiting Periods. The company will not provide coverage for Veterinarian Expenses if the policy has not been in force for the following number of days before the Treatment occurred:
   - **a.** Illnesses and any related Conditions: 14 days
   - **b.** Injuries and any related Conditions: 3 days
   - **c.** Any Cruciate Ligament Events and any related Conditions: 6 months
5. Reducing or waiving Waiting Periods. The company may waive or reduce these Waiting Periods under the following circumstances and at our discretion:
   - **a.** Once the Waiting Periods have been met, these Waiting Periods shall be waived for policies that are renewed without interruption, including at our discretion when coverage was provided by another pet insurance provider.
   - **b.** Waiting periods may be reduced or waived when the health of your Pet is certified by a participating Veterinarian prior to coverage being purchased.
   - **c.** Please refer to your declaration page for your Pet's specific Waiting Period.
6. Other exclusions. We do not cover the costs, fees, or expenses associated with:
   - **a.** Treatments, therapies, and services described under the supplemental benefits coverage, if this coverage is not purchased at enrollment.
   - **b.** Alternative or Holistic Treatments.
   - **c.** Experimental therapies and medications, including any therapy for which there are no published articles in peer-reviewed journals for the indicated Condition.
   - **d.** Training and Treatment of Behavioral Conditions, with the exception of consultations and prescription medications (if the appropriate supplemental benefits are purchased).
   - **e.** Any Condition resulting from activities related to training for or participating in racing, including track or sled racing.
   - **f.** Any Accident, Condition, or Cruciate Ligament Event with respect to which the policyholder was advised by a Veterinarian to take Preventative measures, and did not meet the terms.
   - **g.** Conditions arising from a repetitive and specific activity that leads to decontamination (e.g., the induction of vomiting), medical or surgical Treatment of your Pet, if the same or a similar activity occurred two times within 18 months prior to the Treatment date, whether before or after the Policy Effective Date.
   - **h.** Injuries due to any intentional act, including organized dog fighting, that involves you or a member of your household.
   - **i.** Breeding and Conditions related to pregnancy.
   - **j.** Complications from diagnostic tests, Treatments, therapies, and/or medications related to injuries not covered or restricted by this policy.

Sample

**k.** Anal gland expression.

**l.** Any prescription or over-the-counter medications that are not included in our formulary of covered medications.

**m.** Administrative charges including fees for processing insurance claims and/or sending medical records, bank, credit card, or administrative fees, mailing and shipping fees, bio-hazardous waste fees, and additional pandemic-related surcharges.

**n.** Transport expenses, including ambulance transportation.

**o.** Bedding, boarding, bowls, cages, clothes, collars, crates, day care, exercise, feeding, grooming, housing, leashes, mailing fees, nail trims, pet foods (including prescription pet foods), ramps, shipping, supplements, treats, and toys.

**p.** Cremation, burial, and any other after-life procedures or care.

**q.** No coverage is provided for Veterinarian Expenses when the Veterinarian is the policyholder.

**r.** Losses that arise from epidemics or pandemics as declared by the appropriate governmental body (e.g., U.S. Department of Agriculture).

**s.** Losses that arise from a nuclear reaction, radiation, radioactive contamination, or the discharge of a nuclear device or a chemical, biological, biochemical, or electromagnetic weapon, device, agent, or material, whether controlled or uncontrolled, accidental or otherwise.

**t.** Losses that arise from war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, strikes, riots, or civil commotion.

**B.** Factors that could impact coverage.

**1.** Treatment providers. Pet Treatment must be provided by a Veterinarian or a staff member acting under the direct supervision of a Veterinarian.

**2.** Treatment locations. Coverage under this policy may be for Treatment provided while the Pet was in the United States of America, Canada, or any region under U.S. Government control, such as territories or military installations/bases in foreign countries.

**3.** Treatment timing. No coverage is provided for Veterinary Expenses incurred during times your policy is not in force.

**4.** Prior instances of cancer. For any form of carcinoma, lymphoma, mast cell tumor, melanoma, or sarcoma, further occurrences of the same type of cancer, or any related Conditions anywhere on or in the body, are not covered. If prior incidents of carcinoma, lymphoma, mast cell tumor, melanoma, or sarcoma can be shown via histopathology to be fully removed with clean margins and at a stage early enough to preclude metastasis, subsequent occurrences of the same type of cancer in a different location of the body may be covered.

Sample

5. Excess insurance limitation. If in the course of adjudicating a claim we find that the Pet has coverage provided under any other insurance policy, we shall only be liable for the excess of Veterinarian Expenses not covered by the other insurance and otherwise eligible under this policy. If the Pet is insured under multiple pet insurance policies, the policy with the earlier effective date shall be considered primary.
6. Policy transferability. This policy is not transferrable to another pet.
7. Failing to protect or maintain your Pet. You must take reasonable measures to care for and maintain the health of your Pet, including but not limited to the actions listed below. Failure to do so could result in denied claims.
    a. Reasonable care and protection. Take reasonable measures to care for and/or protect your Pet, including providing proper Preventative Care and avoiding actions that may reaggravate a prior Condition or lead to a recurrence of a Condition.
    b. Vaccination guidelines. Comply with the vaccination guidelines described below, or other Illnesses preventable by vaccines unless your Veterinarian advises against the vaccination for medical reasons.
        i. Dogs: distemper, parvovirus, rabies, and any other Condition for which vaccination was recommended by your Veterinarian.
        ii. Cats: leukemia, panleukopenia, rabies, and any other Condition for which vaccination was recommended by your Veterinarian.
    c. Preventative medication. Administer appropriate preventative medication as recommended by your Veterinarian to protect against Illness, including, but not limited to, internal and external parasites like fleas, ticks, and heartworm.
8. Insurance fraud. Insurance fraud unfairly increases premiums for all policyholders. If any policyholder provides false, misleading, and/or dishonest information, we may not pay the claim, may void that policy, and may be required by law to report it to governmental authorities.

## 6 Understanding dental coverage

A. What is covered.

1. Periodontal Disease. Your Pet must be free of any signs or symptoms of Periodontal Disease prior to the Policy Effective Date or during any Waiting Period. If your Pet is diagnosed with Periodontal Disease after the Policy Effective Date and any Waiting Period, we will only cover costs related to endodontic Treatment for canine and carnassial teeth and extractions.
2. Traumatic dental fractures. Endodontic Treatment for canine and carnassial teeth and extractions for all teeth due to traumatic dental fractures and other oral traumas are covered so long as they are not caused by repetitive inappropriate chewing behavior

Sample

that presented prior to the Policy Effective Date or the expiration of any Waiting Period.

3. Deciduous teeth, dentigerous cysts, enamel hypoplasia, and unerupted/impacted teeth. Extractions for these Conditions are covered if your Pet enrolled prior to becoming 6 months old and there are no signs or symptoms of these Conditions prior to the Policy Effective Date or prior to the expiration of any Waiting Period.

**B.** What isn't covered.

1. Endodontic Treatments and extractions are not covered if your Pet has any signs of Periodontal or dental disease prior to the Policy Effective Date or during any Waiting Period.
2. Endodontic Treatment for teeth other than the canines and carnassials.
3. Prophylaxis (defined as scaling, cleaning, and polishing of the teeth) or associated fees from, but not limited to, anesthesia, pre-anesthetic blood work, fluids, toothbrushes, toothpastes, dental feeds, chews, preventative sealants, and rinses administered at any time or for any reason.
4. Open or closed root planing at any time for any reason.
5. Stomatitis and oral resorptive lesions if your Pet shows any signs or has a history of these same Conditions prior to the Policy Effective Date or during any Waiting Period.
6. Any Treatment for supernumerary teeth, absent teeth, and malocclusion.

## 7 Submitting a claim

**A.** Submitting a claim. For the fastest and easiest claim filing experience, please download our mobile app or log into your Customer Account at www.PetsBest.com/customerportal and use our electronic claims upload process to submit your documents. Alternatively, you can contact our Customer Care Center for additional options to submit a claim.

**B.** Timing. You must submit a complete claim form and supporting paid invoices(s) within 180 days of the Treatment date.

**C.** Cooperation. You must cooperate with us in the investigation or settlement of any claim.

**D.** Medical history/records. We may require complete medical history/records associated with your Pet to process your claim.

1. At our request, you agree to provide us with all of your Pet's medical history/records.
2. You authorize us, at the time of enrollment and any time thereafter, to contact any and all veterinary clinics or hospitals to obtain all available documentation related to your Pet, including medical histories/records and billing information.
3. You authorize any and all veterinary clinics or hospitals to release to us all available

Sample

documentation related to your Pet, including medical histories/records and billing information, and agree to execute any documents required in order to obtain these records.

4. If you cannot (or refuse) to disclose a complete medical history for your Pet when requested, we may deny your claim(s).

**E.** Phone notification. We will not guarantee over the phone if we cover a claim.

**F.** Claim payments made in error. If we pay a claim for any Condition that is not eligible under the policy terms and conditions, the payment we made does not waive our right to apply the terms and conditions of this policy appropriate to any other submitted claim.

## 8 Calculating your reimbursement

**A.** Reimbursement. You are financially responsible to your Veterinarian for the payment of all fees and costs. You will be reimbursed for covered Treatment expenses after your Co-insurance has been applied and your Deductible has been met, up to the Annual Policy Limit.

**B.** Your financial obligations. Please refer to your policy declarations page for your selected Co-insurance, Deductible, Annual Policy Limit, and supplemental benefits. You pay:

1. Your selected Co-insurance, Deductible, and any amount that exceeds your Annual Policy Limit.
2. The costs of (a) office visits/examination fees, (b) take-home prescription medications, and (c) rehabilitation, acupuncture, and chiropractic care unless you have purchased a policy with the relevant supplemental benefits.
3. Any costs not covered by this policy.
4. Taxes. Different states have different policies regarding reimbursement for taxes. Please contact us if you have questions regarding the policy of your state.

**C.** Proration of costs. Proration of costs will occur if the invoiced items are applicable to both covered and non-covered items. Unless a cost breakdown is provided on the invoice, we will prorate the invoice items evenly among the covered and non-covered items.

**D.** Veterinarian discounts. Veterinarian discounts, coupons, packages, and other means of reducing your “out of pocket” costs and will not be reimbursed. Discounts will be applied on a prorated basis to each relevant line item on the invoice, including covered and non-covered costs.

**E.** Invoice data elements required for successful reimbursement. When submitting an invoice for reimbursement, please ensure the following data elements are included on the invoice: Pet name, all service/Treatment line items, subtotal, tax, total, total paid, and payment method. If you are uploading an invoice through your customer account, please ensure that you capture a clear image of the invoice and all other supporting documents.

Sample

**F.** Reimbursement for office visits/examination fees. If a policyholder has both an office visits/examination fees supplementary benefit and a wellness endorsement, office visits will be applied to the wellness endorsement if there are any wellness services provided. If wellness services are not provided, office visits will be applied to the supplementary benefit.

**G.** Indemnity. We will not make payments for claims if you are entitled to indemnity under any other insurance, except for (i) any additional sum that is payable over and above such other insurance; or (ii) any contribution that we are obliged to make by law.

**H.** Examples of reimbursement calculations.

| **Example 1** - $0 has been applied to the deductible | |
|---|---|
| **Total amount on the Invoice** | **$2,000** |
| (less) Ineligible charges (See Section 5.A) | - $100 |
| **Charges eligible for reimbursement** | **= $1,900** |
| (x) Co-insurance (you pay 20%; we pay 80%) | x 80% |
| **Subtotal before deductible** | **= $1,520** |
| (less) Deductible ($250) | - $250 |
| **Reimbursement amount** | **= $1,270** |

| **Example 2** - $200 has been applied to the deductible | |
|---|---|
| **Total amount on the Invoice** | **$2,000** |
| (less) Ineligible charges (See Section 5.A) | - $100 |
| **Charges eligible for reimbursement** | **= $1,900** |
| (x) Co-insurance (you pay 20%; we pay 80%) | x 80% |
| **Subtotal before deductible** | **= $1,520** |
| (less) Deductible ($250 less $200) | - $50 |
| **Reimbursement amount** | **= $1,470** |

Sample

## 9 Settling a dispute

**A.** Appeal process. If you disagree with the coverage provided on any claim, you may request a review of the decision using our voluntary appeals process. If you disagree with the outcome of the appeal, you can request an additional review by an independent third-party Veterinarian (ITPV). We select ITPV's based on their ability to render opinions on complex and nuanced medical Conditions. ITPV's have no other relationship or affiliation with us. The decision of the ITPV is final and binding on us. Disagreements regarding direct policy exclusions, timing of coverage, and policy wording interpretations are not eligible for ITPV review.

**B.** Arbitration. All parties may voluntarily agree to resolve any claim or dispute that arises from or related to this policy exclusively and finally by non-binding arbitration. Any such arbitration will solely involve you and the company, the direct parties to this policy, and will be conducted by a single arbitrator appointed by the American Arbitration Association or the International Dispute Resolution Procedures, as applicable. Any arbitration proceedings will be held at a mutually agreeable location within your state or other jurisdiction or residence, provided that all parties may also attend the arbitration via telephone, video teleconference, or other similar means. Any award rendered by the arbitrator will be final and non-binding on all parties. The costs of arbitration, including all reasonable filing fees and arbitrator fees, shall be shared equally by all parties. Other expenses of arbitration, including, but not limited to attorney fees and costs, will be borne by the party incurring those expenses.

## 10 Cancelling your policy

**A.** Cancellation notification. You may cancel your policy on your Customer Account at www.PetsBest.com/customerportal, by calling our Customer Care center, or notifying us in writing via mail, fax, or email.

**B.** Return of unearned premium. Any unearned collected premium will be refunded pro rata upon policy cancellation.

## 11 Other policy terms

**A.** Severability. If at any time this policy's provisions are in conflict with the applicable laws, rules, and/or regulations of the state or other jurisdiction of residence in which this policy is issued, the provisions will be reformed and construed to be valid, legal, and enforceable to the maximum extent permitted by such applicable laws, rules, and/or regulations to effect the original intent of the parties as closely as possible.

**B.** Entire contract. This policy, the policy declarations page, and any attached riders or

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endorsement(s) contain all the agreements between you and the company and supersede any prior agreements or understandings between us.

**C.** De minimis gifts. From time to time, you may receive promotional offers, including but not limited to gift cards, gift certificates, coupons, or other merchandise. The maximum value of any promotional item will not exceed $25.

## 12 Definitions

**A.** Accident – An unforeseen, unexpected event that results in physical injury to the Pet. Undiagnosed injuries are not eligible for Accident coverage. In order for an Accident claim to be paid, we need documentation of a diagnosis from a Veterinarian that demonstrates the Condition definitively resulted from an Accident.

**B.** Alternative or Holistic Treatment – Includes, but is not limited to, homeopathy, osteopathy, herbal remedies, aromatherapy, kinesiology, reiki, reflexology, prolotherapy, ozone therapy, acupoint, acupressure, aquapuncture, massage, neoplasene, alpha-stim, stem cell, shockwave, electromagnetic therapy, Pulsed Electromagnetic Field Therapy (PEMF), Assisi Loop, Platelet Rich Plasma (PRP), and E-Stim.

**C.** Annual – For the purposes of this policy, all Annual Policy Limits and Deductibles are calculated by adding 12 months to your Policy Effective Date, thereby calculating your Policy Renewal Date which is shown on your declarations page. Your policy then utilizes these limits on a year-to-year basis using the period between the Policy Effective Date and the Policy Renewal Date, or from one Policy Renewal Date to the next Policy Renewal Date. The Annual Policy Limits and Deductibles reset to the amounts shown on your policy declarations after each Policy Renewal Date.

**D.** Annual Policy Limit – The maximum amount that the policy will pay in any Annual term.

**E.** Behavioral Condition – Those maladies of a pet's behavior that require 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.

**F.** Bilateral Condition – Refers to a Condition that can affect both sides of the body. This includes, but is not limited to, luxating patella, Cruciate Ligament Events, osteochondritis dissecans, hip dysplasia, elbow dysplasia, glaucoma, entropion, ectropion, cataracts, and cherry eye.

**G.** Chronic Condition – A Condition that can be treated or managed, but not cured.

**H.** Co-insurance – This term applies to both parties as described on your declarations page. The larger percentage represents our portion of the cost of veterinary Treatment that is paid for any

Sample

eligible Condition before the application of your chosen Deductible.

**I.** Condition – Any disease, disorder, sickness, Illness, injury, abnormality, and/or syndrome displayed by your Pet.

**J.** Cruciate Ligament Event – Any strain, sprain, rupture, tear, or degeneration of any cruciate ligament in the knee of your Pet. Cruciate ligament events are always considered medical Conditions, as opposed to a Condition caused by an Accident or injury.

**K.** Deductible – The Annual amount you pay out-of-pocket for the cost of veterinary Treatment for any eligible Condition after the application of your selected Co-insurance amount.

**L.** Illness – Sickness, disease, and any change to your Pet's normal healthy state not caused by an Accident.

**M.** Injury – Physical harm or damage to your Pet caused by an Accident.

**N.** Intervertebral Disc Condition – Any disc Condition, including but not limited to, disc herniation, disc rupture, slipped disc, disc prolapse, disc extrusion, disc protrusion, disc calcification, disc disease, wobblers, lumbosacral stenosis, and cauda equina syndrome. Intervertebral Disc Conditions are always considered medical Conditions, as opposed to a Condition caused by an Accident or Injury.

**O.** Pet – The domestic cat or dog listed on the policy declarations page owned by and residing with you for companionship or as a service dog and not owned for commercial reasons.

**P.** Pet Insurance – A property insurance policy that provides coverage for Accidents and Illnesses of pets.

**Q.** Policy Anniversary Date – The date that falls exactly 12 months after your Policy Effective Date, and every 12 months thereafter.

**R.** Policy Effective Date – The date your policy is placed in force, which is generally at 12:01 AM the day after purchase, unless the policyholder enrolled through an employer group using payroll deduction or the policyholder requested a future date for the policy to become effective.

**S.** Policy Renewal Date – The date that falls exactly 12 months after the Policy Effective Date and every 12 months thereafter.

**T.** Pre-existing Condition – Any Condition for which any of the following are true prior to the Policy Effective Date or during any Waiting Period: (1) a Veterinarian provided medical advice; (2) the Pet received previous Treatment; or (3) based on information from verifiable sources, the Pet had signs or symptoms directly related to the Condition for which a claim is being made. A Condition for which coverage is afforded on a policy cannot be considered a Pre-existing Condition on any renewal of the policy.

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**U.** Present – A Condition is considered to be present if the Pet is displaying signs or symptoms that were observable or reasonably known to be present by you or your Veterinarian, including those Conditions in remission or controlled by medication, whether or not the Condition is noted in your Pet's medical records.

**V.** Periodontal Disease – Periodontal disease is infection and inflammation of the periodontium (the tissues that surround and support the teeth) due to plaque bacteria and your Pet's response to the bacterial insult. This includes both gingivitis and periodontitis. Gingivitis refers to inflammation of the gingiva in response to plaque antigen. Periodontitis is a more severe disease that involves inflammation of the periodontal ligament and alveolar bone, eventually causing loss of attachment (periodontal pocketing, gingival recession, bone resorption).

**W.** Preventative Care – Any Treatment, service, or procedure for the purpose of prevention of Injury or Illness or for the promotion of general health.

**X.** Treatment – Diagnostic tests, surgeries, medications, orthotic devices, prosthetic devices, carts, nursing, and other care proven and accepted as forms of Treatment for the indicated Condition.

**Y.** Veterinarian – An individual who holds a valid license to practice veterinary medicine from the appropriate licensing entity in the jurisdiction in which he or she practices.

**Z.** Veterinary Expenses – The actual costs associated with medical advice, diagnosis, care, or Treatment provided by a Veterinarian or under the direct supervision of a Veterinarian, including, but not limited to, the cost of drugs prescribed by a Veterinarian. Veterinary expenses will only be covered if the veterinary is located in the United States of America, Canada, or any region under U.S. Government control, such as territories or military installations/bases in foreign countries.

**AA.** Waiting Period – The period of time specified in a pet insurance policy that is required to transpire before some or all of the coverage in the policy can begin. Waiting Periods may not be applied to renewals of existing coverage.

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## 13 Notice

Any written notice to us may be delivered to:

Pets Best Insurance Services, LLC
1200 William St., PO Box 2490
Buffalo, NY 14240

IN WITNESS WHERE OF, Independence American Insurance Company has executed and attested these presents.

**Gary Levenbach, President**

**Sammi-Jo Nevin, Secretary**

Sample

# *INDEPENDENCE AMERICAN INSURANCE COMPANY*

*11333 N. Scottsdale Rd. Ste. 160, Scottsdale, AZ 85254*

## AMENDATORY ENDORSEMENT

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. Section 1(B) **New policyholder trial period** has been deleted in its entirety.

B. Section 3(B) **Failure to pay premiums** is revised as follows:

Failure to pay premiums. If premiums are unpaid, the company may cancel the policy by sending a notice of cancellation to you at your last known address at least 15 days before the effective date of cancellation. A post-office certificate of mailing to you at your last known mailing address is considered conclusive proof of your receipt of such notice on the 3rd calendar day after mailing.

C. Section 5(A)(4) **Waiting Periods** is revised as follows:

Waiting Periods. The company will not provide coverage for Veterinarian Expenses if the policy has not been in force for the following number of days before the Treatment occurred:

a. Illnesses and any related Condition: 14 days
b. Injuries and any related Conditions: 0 days
c. Any Cruciate Ligament Events and related Conditions: 30 days

D. Section 5(B)(8) **Insurance fraud** is revised as follows:

Insurance fraud. Insurance fraud unfairly increases premiums for all policyholders. If any policyholder provides false, misleading, and/or dishonest information, we may not pay the claim, may cancel that policy, and may be required by law to report it to governmental authorities.

E. Section 7(G) **Claim payment** is hereby added as follows:

Claim payment. Within 30 days after Our receipt of all information necessary to establish proof of loss as to the nature and extent of the Claim, We will advise You of Our acceptance or denial of such Claim. If we fail to timely pay a claim, the unpaid amount of the overdue claim will bear interest at 1.5% per month as calculated from the date that is 30 days after our receipt of all requested information.

F. Section 9 (B) **Arbitration** has been revised as follows:

Arbitration. By mutual consent, all parties may voluntarily agree to resolve any claim or dispute that arises from or related to this policy exclusively and finally by non-binding arbitration. Any such arbitration will solely involve you and the Company, the direct parties to this policy, and will be conducted by a single arbitrator appointed by the American Arbitration Association or the International Dispute Resolution Procedures, as applicable. Any arbitration proceedings will be held in the Maine county in which the policy was issued for delivery. Any award rendered by the arbitrator will be final and non-binding on all parties. The costs of arbitration, including all reasonable filing fees and arbitrator fees, shall be shared equally by the parties. Other expenses of arbitration, including, but not limited to attorney fees and costs, will be borne by the party incurring those expenses.

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G. Section 10 **Cancelling your policy** is revised to add the following provisions:

C. Cancellation by Us. We may cancel this policy for non-payment of premium. However, in Maine, We may also cancel for the following reasons:

1. Fraud or material misrepresentation made by or with Your knowledge in obtaining this Policy, continuing this Policy or presenting a Claim under this Policy.
2. Substantial change in the risk which increases the risk of loss after coverage has been issued or renewed, including but not limited to, an increase in exposure due to regulation, legislation, or court decisions.
3. Failure to comply with reasonable loss control recommendations.
4. Substantial breach of contractual duties, conditions, or warranties.
5. Determination by the superintendent of insurance that continuation of a class or block of business to which this Policy belongs will jeopardize Our solvency or will place Us in violation of the insurance laws of Maine or any other state.

We will send a notice of cancellation to you at your last known address at least 15 days before the effective date of cancellation if due to non-payment of premium or at least 30 days for all other reasons. Notice of cancellation will state the reason for cancellation and the date cancellation is effective. Insurance coverage under this Policy will end on that date. The date cancellation is effective will be at least 10 days after Your receipt of Our notice of cancellation in accordance with Maine law. A post-office certificate of mailing to you at your last known mailing address is considered conclusive proof of your receipt of such notice on the 3rd calendar day after mailing. We will refund any unearned premium that You have paid for any period after Your last date of coverage. The refund will be computed on a daily pro-rata basis. Within 45 days of Your receipt of Our notice of cancellation, You have the right to request a hearing before the Maine superintendent of insurance.

D. Non-renewal. We may elect not to renew this Policy as of the Policy Renewal Date. If We elect to non-renew, We will provide You advance written notice of non-renewal at least 33 days, or as otherwise required under applicable state law, prior to the Policy Renewal Date. We will direct Our written notice of non-renewal to Your last mailing address known to Us. Notice of non-renewal will state the reason for non-renewal and the date insurance coverage under this Policy will end. The date coverage expires will be at least 30 days after Your receipt of Our notice of cancellation, in accordance with Maine law. A post-office certificate of mailing to You at Your last known mailing address is considered conclusive proof of Your receipt of such notice on the 3rd calendar day after mailing.

H. Under Section 12 **Definitions,** the following definitions have been revised as follows:

(T) Pre-existing Condition – Any Condition for which any of the following are true prior to the Policy Effective Date or during any Waiting Period: (1) a Veterinarian provided medical advice; (2) the Pet received previous Treatment; or (3) based on information from verifiable sources, the Pet had signs or symptoms directly related to the Condition for which a claim is being made.

(Z) Veterinary Expenses – The costs associated with medical advice, diagnosis, care, or Treatment provided by a Veterinarian or under the direct supervision of a Veterinarian, including, but not limited to, the cost of drugs prescribed by a Veterinarian.

(AA) Waiting Period – The period of time specified in a pet insurance policy that is required to transpire before some or all of the coverage in the policy can begin.

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This Amendatory Endorsement is endorsed and made part of the Policy to which it is attached as of your Policy Effective Date. This 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 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

Sample

# *INDEPENDENCE AMERICAN INSURANCE COMPANY*

*11333 N. Scottsdale Rd. Ste. 160, Scottsdale, AZ 85254*

## AMENDATORY ENDORSEMENT

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:

Section 11 **Other policy terms** has been revised to add the following:

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

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

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

This Amendatory Endorsement is endorsed and made part of the Policy to which it is attached as of your Policy Effective Date. This 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 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

Sample