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



Administrator Information:

Pet Partners, Inc.
PO Box 37940
Raleigh, NC 27627-7940
866-774-1113

INDEPENDENCE AMERICAN INSURANCE COMPANY

a Delaware Insurance Company

Group Pet Insurance Certificate Accident and Illness Coverage

PLEASE READ THIS CERTIFICATE CAREFULLY.

INSURING AGREEMENT

This **Certificate** of Insurance (hereinafter referred to as "**Certificate**") is evidence of insurance provided under the **Group Policy** issued to, and held by, the **Group Policyholder** (as shown in the **Declarations Page**). We will provide the insurance described in this **Certificate** in return for the premium and compliance with all applicable provisions.

The **Group Policy** is the agreement between the **Group Policyholder** and **Us**. The **Group Policy** may be amended at any time without notice to **You**. Any amendment will not affect a claim occurring before the amendment takes effect. **You** may inspect the **Group Policy** at any time during business hours at the office of the **Group Policyholder**.

The **Declarations Page** shows the **Coverage Period**, **Coverages**, and limits of liability. This **Certificate** is not complete without the **Declarations Page**. This **Certificate** supersedes all prior negotiations, representations, or agreements either written or oral.

Signed for Independence American Insurance Company:

Jon Dubauskas
President

Sammi-Jo Nevin
Secretary

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Definitions

Accident means a sudden, unexpected, unintended or unpreventable event, which is specific as to place and time that causes physical **Injury** to **Your Pet(s)**.

Administrator means the third-party **Administrator** contracted to provide administrative services for Independence American Insurance Company. The **Administrator** is noted on the cover page of the **Certificate** and the **Declarations Page**.

Annual Enrollment Period means a period pre-determined by the **Group** on an annual basis, limited to one annual enrollment in a 12-month period.

Annual Limit means the maximum amount **We** will reimburse **You** for all **Covered Expenses** during a **Coverage Period**. **Your Annual Limit** is shown on the **Declarations Page**.

Benefit Waiting Period means the time period (as shown in the **Declarations Page**) each **Pet** must wait before **Coverage** is payable. The **Benefit Waiting Period** starts from the **Effective Date** of **Coverage**. Conditions that occur during the **Benefit Waiting Period** will be excluded from **Coverage** as **Pre-existing Conditions**.

Bilateral Condition means a condition or disease that affects both sides of the body.

Certificate means the contract providing the benefits described herein issued to **You**, which constitutes evidence of **Your Coverage** under the **Group Policy**.

Certificate Holder means the **Eligible Person** the **Certificate** is issued to as indicated on the **Declarations Page**.

Claim means **Your** request for payment of an amount under the terms of **Your Certificate** for **Treatment** of **Your Pet** by a **Veterinary Provider** or other services as provided by this **Certificate**.

Clinical Signs means changes in the normal healthy state, bodily function, or behavior of **Your Pet** observed by **You**, a **Veterinarian**, or other observer.

Coinsurance means **Your** portion of **Covered Expenses** after the **Deductible** is met per **Pet**. **Your Coinsurance** amount is shown on the **Declarations Page**.

Congenital means an **Illness**, disease or condition that was present at or dated from the birth of **Your Pet(s)**.

Contracted means a person retained for a service, task or project by the **Group Policyholder**, related to the **Group Policyholder's** business, for a predetermined time, purpose, and for a predetermined price.

Contributory means **You** pay all or a portion of **Your** insurance premium.

Coverage means the insurance described in this **Certificate** and applicable **Rider(s)**.

Covered Expenses means the **Reasonable and Customary** charges for **Medically Necessary Treatments** for an **Accident** or **Illness** provided by **Your Veterinarian** during the **Coverage Period** that are eligible for reimbursement under this **Certificate**.

Coverage Period means the time period specified on the **Declarations Page** beginning on the **Effective Date** and ending on the renewal date of the **Group Policy** or the date you are no longer an **Eligible Person**. All dates are as of 12:01 AM in the time zone of the **Group Policyholder**.

Declarations Page means the page sent to **You** with specific information about the **Certificate** regarding **Coverage Period**, **Coverages**, limits of liability, and premiums.

Deductible means the amount of **Covered Expenses** that must be paid by **You**, during the **Coverage Period**, for each **Pet** before **We** will pay a **Claim** for **Covered Expenses**.

Effective Date of Coverage means the date when the **Pet** was first covered under this **Certificate**, unless otherwise stated on the **Declarations Page**.

Eligible Class means a classification defined by the **Group** and shown in the **Declarations Page**. You must be an **Eligible Person** of an **Eligible Class** in order to be eligible for this insurance.

Eligible Person means an individual who is **Employed** by or **Contracted** with, the **Group Policyholder**, receiving compensation, and in an **Eligible Class** (as shown in the **Declarations Page**) that has a **Pet** to be covered.

Emergency Treatment means immediate medical attention is required or the life or well-being of the **Pet** will be compromised.

Employed means a person who is reported on the **Group's** records for Social Security and tax withholding purposes.

Group Effective Date means the date (shown in the **Declarations Page**) the **Group Policy** issued to the **Group** became effective.

Group Policy or **Policy** means the contract between **Us** and the **Group Policyholder** to provide the **Coverage** described in this **Certificate**, along with the **Declarations Pages** and any **Riders**, issued to **You**.

Group and **Group Policyholder** mean the **Group Policyholder** named in the **Declarations Page**.

Illness(es) means sickness, disease, or any change in a **Pet's** normal, healthy state, which is not caused by **Injury** to the **Pet**.

Immediate Relative means any person related to an **Insured** by blood, marriage, legal adoption, or a resident in an **Insured** household.

Inherited means an **Illness**, disease, or condition whose presence is determined by genetic factors.

Initial Enrollment Waiting Period means the time period set by the **Group** (as shown in the **Declarations Page**) that **You** must be an **Eligible Person** before **You** may enroll **Your Pet** in **Coverage**.

Injury(ies) means physical harm or damage to **Your Pet**, caused by an **Accident**.

Insured means the **Eligible Person** whose **Pet** is insured under this **Certificate**.

Medically Necessary means medical services, **Supplies** or care provided to treat **Pet(s)** which

are:

1. Consistent with **Symptoms** or diagnosis.
2. Accepted as good veterinary practice standards.
3. Not for the ease or the request of the **Pet(s)** owner, **Veterinarian** or other providers.
4. Consistent with proper supply or level of services which can be safely provided to the **Pet(s)**.

Medication(s) means any veterinary recommended **Medication(s)** prescribed by a **Veterinarian** and approved by the Food and Drug Administration (FDA) of the United States. FDA-approved drugs must be dispensed directly by **Your Veterinarian** or dispensed by a pharmacist with a prescription written by **Your Veterinarian**. **Medication(s)** includes medical **Supplies** required to administer those **Medication(s)**.

Noncontributory means the **Group** pays the entire premium for insurance.

Orthopedic Benefit Waiting Period means the time period (as shown in the **Declarations Page**) each **Pet** must wait before **Coverage** is payable for an **Injury** to the cruciate ligament. The **Orthopedic Benefit Waiting Period** starts from the **Effective Date of Coverage**. An orthopedic **Accident** that occurs during the **Orthopedic Benefit Waiting Period** will be excluded from **Coverage** as a **Pre-existing Condition**.

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

Pre-Existing Condition means any **Illness** or **Injury** which occurred, reoccurred, existed, or showed **Symptoms** whether or not diagnosed and/or treated by a **Veterinarian**, 6 months prior to the **Effective Date** or during the **Benefit Waiting Period**.

If **You** cannot provide medical records showing **Your Pet's** annual health exam by a **Veterinarian** occurring within the six (6) months prior to the **Effective Date** of this **Certificate**, the first documented veterinary examination after the **Effective Date** of the **Certificate** will be used as the basis for determining any condition(s) which may be **Pre-existing**.

After a period of twelve (12) months, a **Pre-Existing Condition** will no longer be subject to the **Pre-existing Condition** exclusion.

If Your **Pet** was covered under a prior pet insurance policy that was in effect immediately before the **Effective Date**, with no gap in coverage of this **Group Policy**, then credit toward satisfying the **Waiting Periods** and **Pre-Existing Condition** provisions will be given for the number of full months the pet was covered under the prior policy. The prior policy must have provided comparable benefits to the **Group Policy** and may not be an accident only, trial plan or emergency pet insurance policy. Submission of the prior policy declarations page and/or the last billing statement may be required to receive this credit.

Reasonable and Customary Charges means typical fees or the cost that **Veterinarians** charge in **Your** geographic area based on available veterinary fee information and proprietary data.

Rider means optional additional **Coverage** added to the **Certificate** by the **Group Policyholder**. If a **Rider** is specified on the **Declarations Page** the **Coverage** becomes a part of the **Policy**.

Special Enrollment Period (if applicable) means an enrollment period for **Eligible Persons** to apply, subject to the **Special Enrollment Period** provision in section "Eligibility and Effective Dates".

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

Symptoms means the first departure from normal function or feeling which is noticed by **You** or **Your Veterinarian**, reflecting the presence of an **Illness** or **Injury**

Treatment means any laboratory test, x-rays, medication, surgery, hospitalization, nursing and care provided or prescribed by a **Veterinarian**.

Veterinarian means a currently licensed Doctor of Veterinary Medicine. **Veterinarian** cannot be **You** or an **Immediate Relative**.

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

We, Us and **Our** means Independence American Insurance Company.

You and **Your** means the Insured.

Eligibility and Effective Dates

Eligibility for Insurance

To be eligible You must satisfy the following requirements:

1. Be an **Eligible Person**.
2. Be a citizen or legal resident of the United States of America or one of its territories.
3. Satisfy Your **Initial Enrollment Waiting Period** for insurance, if any, and enroll within 31 days of satisfying **Your Initial Enrollment Waiting Period**.
4. You cannot be an **Eligible Person** of more than one **Eligible Class**.
5. Premiums are paid when due.

Special Enrollment Period

If an **Eligible Person** does not enroll when first eligible, he or she may enroll for insurance, other than at the **Annual Enrollment Period**, when the **Eligible Person** acquires a **Pet** under one of the following circumstances:

1. Adoption or birth of a pet that is at least 8 weeks of age;
2. Became married, and the spouse owns a pet that is at least 8 weeks of age or older.

The **Special Enrollment Period** expires within 31 days after the occurrence of one of the above events.

Increases in Insurance

An increase in insurance can only occur at the **Annual Enrollment Period**. An increase in insurance is effective on the first day of the month immediately following the month **You** are eligible for such insurance, except if **You** are eligible on the first day of a month, insurance is effective on that day.

Leaves of Absence

Approved FMLA Leave of Absence

Contributory or **Noncontributory** Premiums: If **You** are on leave with the Federal Family and Medical Leave Act of 1993 (FMLA), as amended, insurance will continue until the later of the required FMLA leave period or the leave period required by applicable state law, if:

1. FMLA Leaves, and the right to continue insurance during FMLA Leaves, are available to all **Insureds** in the same **Eligible Class** under the **Group Policy**;
2. the **Group** remits the required insurance premium; and
3. the FMLA Leave is approved in advance by the **Group** and the approval includes documentation with the beginning and ending dates of the leave. Documentation about **Your** leave must be available to **Us** at **Our** request.

Paid Leave of Absence, including sabbaticals.

Noncontributory insurance will continue if:

1. We receive advance written notice of a paid leave approved by the **Group**, with the beginning and ending dates of the paid leave; and
2. Paid leaves, and the right to continue insurance during paid leaves, are available to all **Insureds** in the same **Eligible Class**; and
3. The **Group** remits the required premium for insurance.

Contributory insurance will continue if:

1. We receive advance written notice of a paid leave approved by the **Group**, with the beginning and ending dates of the paid leave; and
2. Paid leaves, and the right to continue insurance during paid leaves, are available to all **Insureds** in the same **Eligible Class**; and
3. **You** continue to pay the required premium to the **Group** without interruption, and the **Group** continues to remit **Your** premium to **Us**.

Noncontributory and **Contributory** insurance:

Unless **You** return to active, eligible status on or before the date the paid leave is scheduled to end, insurance extended during a paid leave will terminate on the earlier of the date the paid leave is scheduled to end, 3 months from the date the paid leave began or the date premium is not paid as required. Contributory insurance also terminates on the date the required premium is not paid.

Unpaid Leave of Absence, including sabbaticals.

Noncontributory insurance will continue if:

1. **We** receive advance written notice of an unpaid leave approved by the **Group** with the beginning and ending dates of the unpaid leave; and
2. Unpaid leaves, and the right to continue insurance during unpaid leaves, are available to all **Insureds** in the same **Eligible Class**; and
3. The **Group** remits the required premium for insurance.

Contributory insurance will continue if:

1. **We** receive advance written notice of an unpaid leave approved by the **Group**, with the beginning and ending dates of the unpaid leave; and
2. Unpaid leaves, and the right to continue insurance during unpaid leaves, are available to all **Insureds** in the same **Eligible Class**; and
3. **You** continue to pay the required premium to the **Group** without interruption and the **Group** continues to remit **Your** premium to **Us**.

Noncontributory and **Contributory** insurance:

Unless **You** return to active, eligible status on or before the date the unpaid leave is scheduled to end, insurance extended during an unpaid leave will terminate on the earlier of the date the unpaid leave is scheduled to end, 3 months from the date the unpaid leave began] or the date premium is not paid as required. **Contributory** insurance also terminates on the date the required premium is not paid.

Labor Dispute.

Contributory or **Noncontributory** insurance: If **You** are on a paid or unpaid leave of absence due to a labor dispute, insurance will continue through the end of the 6-month period following the date **You** last worked prior to the labor dispute, if premium is paid for **You** during this period.

Layoffs.

Contributory or **Noncontributory** insurance: If **You** are on a leave of absence due to a layoff, insurance continues through the end of the month **You** last worked prior to the layoff, if **Your** premium is paid for that period.

Military Leave.

No benefits are payable, and no premiums are due, while **You** are on active military leave. If **You** return to **Active Work** with the **Group**, within the timeframes provided in the Uniformed Services Employment and Reemployment Rights Act, **Your** insurance will be reinstated without a **Benefit Waiting Period**.

If **You** cease to be an **Eligible Person** and insurance ends except due to layoff, and then **You** again become an **Eligible Person** in all respects within 3 months, your coverage will be reinstated as if there was no gap in coverage.

Conditions of Coverage

In order for a **Claim** to be considered and paid by **Us**, the following conditions must be met:

1. Upon submission of **Your** first **Claim**, if requested, **You** must provide documents which validates ownership of the **Pet**, and/or **You** must provide the most recent 12 months of medical records, unless the **Claim** is for routine preventative wellness or dental care only. **You** also agree, that by obtaining this **Coverage**, **You** give **Us** permission to gather all medical information for **Your Pet** from all **Your Veterinary Providers**, as **We** deem necessary.
2. All **Treatment** must be performed by a **Veterinary Provider** that **You** may freely choose, as long as the **Veterinary Provider** is not an **Immediate Relative**.
3. **You** must arrange for a **Veterinarian** to examine and treat **Your Pet** as soon as possible after it shows **Clinical Signs of Injury**.
4. **You** are financially responsible to **Your Veterinary Provider** for payment of all **Treatment**.
5. **You** must be the legal owner of **Your Pet** and **Your Pet** must reside with you and be under **Your** regular care and supervision at the physical address listed on the **Declarations Page**.
6. If **You** do not know the exact date of birth of **Your Pet**, **We** will use the average of the estimates of **Your Pet's** age as referenced in **Your Pet's** medical records from the veterinary clinics and shelters.
7. **You** must ensure that **Your Pet** receives:
 - a. An annual health check;
 - b. An annual dental exam and, if recommended, prophylaxis (defined as ultrasonic scaling and polishing of the teeth);
 - c. **Treatment** normally suggested by a **Veterinarian** to prevent **Illness** or **Injury**;
 - d. Appropriate prophylactic **Medication** as prescribed and dispensed by **Your Veterinarian** to protect against **Illness**, including but not limited to lice, parasites and fleas. **We** will not pay **Claims** for **Illnesses** or **Injuries** as a result of **Your** failure to comply with this requirement; and
 - e. Appropriate prophylactic **Medication** and/or vaccination as prescribed and dispensed by **Your Veterinarian** to protect against tick-borne **Illnesses**. **We** will not pay **Claims** for **Illnesses** or

Injuries as a result of **Your** failure to comply with this requirement.

8. **You** must act prudently in the care and protection of **Your Pet**. **You** must protect **Your Pet** from aggravation or recurrence of any **Injury** or **Illness** after its initial occurrence and provide proper maintenance/preventive care.
9. As recommended by **Your Veterinarian** and at **Your** expense, **You** must keep **Your Pet** vaccinated. **We** will not pay **Claims** that result from or are related to any **Illness** that a **Veterinarian**-recommended vaccine would have prevented.

Coverage

As shown on the **Declarations Page(s)**, the following **Coverages** apply separately to each **pet**.

Coverage

We will reimburse **You** for **Medically Necessary Supplies** and **Treatment(s)**, subject to any applicable **Deductible** and **Coinsurance**, performed for conditions that started after the **Benefit Waiting Period** and during the **Coverage Period**, which result from:

1. **Accidents**, including but not limited to, an automobile **Accident**, ingestion of a foreign body, poisoning, animal bites, as well as **Accidents** resulting in dental trauma, burns, and fractures. Orthopedic **Accidents** are subject to the **Orthopedic Benefit Waiting Period**;
2. **Illnesses**;
3. **We** will reimburse **You** for the cost of **Treatment Your Pet** receives in the current period of insurance for an **Illness** or **Injury** that first showed **Clinical Signs** after the end of the **Benefit Waiting Period** and **Treatment** required due to **Illness** and **Injury**, subject to any limitations and exclusions.
4. **We** will reimburse **You** for the prescription **Medications** dispensed directly by **Your Veterinarian** or compounded by a pharmacist under the guidance of **Your Veterinarian** as **Treatment** for covered **Accidents** or **Illnesses** that occur during the **Coverage Period**. This does not include **Coverage** for over the counter medications, whether or not recommended or prescribed by the **Veterinarian**.

Cost Shares

We will apply the **Coinsurance** to eligible **Covered Expenses** after satisfaction of **Your Deductible**. Once the **Deductible** is satisfied, **We** will pay **Your Claim** subject to **Your Coinsurance**, up to the **Annual Limit** as shown on the **Declarations Page(s)**.

Once **Your Deductible** is reached, **We** will pay **Your Claim** subject to **Your Coinsurance**. When the **Treatment** dates of an **Illness** or **Injury** fall into two or more **Coverage Periods**, **You** will be required to pay a **Deductible** for each **Coverage Period**.

Limits of Insurance

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

Diminishing Deductible

For each year that **You** are **Claim** free while continuously covered by **Our Policy**, **Your** current **Deductible** will be reduced by \$50.00 upon **Certificate** renewal until it results in a \$0.00 **Deductible**. If a

Claim is made and **You** receive payment, the **Deductible** will be returned to its original **Deductible** amount for the following renewal term and the process will start over. **Coverage** must be continuous for this rule to apply. Any charges for services related to wellness, preventive or routine care are not applicable to the Diminishing Deductible.

Exclusions

1. **Pre-existing Conditions** including, but not limited to:
 - a. **Bilateral Condition**, presenting on one side of the body. For example, a cruciate tear in the left leg that showed **Symptoms** prior to the **Coverage Period** or during a **Benefit Waiting Period**, a subsequent cruciate tear in the right leg will be considered Pre-existing.
 - b. IVDD (Intervertebral Disc Disease) if diagnosed, treated, or showing **Symptoms** prior to the **Coverage Period** or during a **Benefit Waiting Period** and any further episodes of IVDD or any future occurrence of this condition.
2. Any services not performed by, or under the direct supervision or within the care of, a licensed **Veterinarian**.
3. Professional fees and/or services performed by a **Veterinary Provider** on their own pet or the pet of an **Immediate Relative**.
4. Procedures performed prior to the **Effective Date** or during a **Benefit Waiting Period**.
5. Diagnostics or services for conditions that are excluded.
6. Over the counter medications.
7. **Treatment**, services, and **Supplies** deemed not **Medically Necessary** or are considered experimental in nature, including but not limited to:
 - a. cosmetic, aesthetic, or elective surgeries, or any **Illness or Injury** that results from such elective services or surgeries, including the spaying or neutering of **Your** pet;
 - b. Membership fees for medical, wellness/preventative plans or cash back programs;
 - c. Transplants, cloning, genetic testing, cell replacement;
 - d. Grooming and grooming supplies, bathing, unless deemed medically necessary by a **Veterinarian** that it be performed by the **Veterinarian** or a member of the veterinary staff, or anal gland expression. This does not include surgical **Treatment** for anal gland infection;
 - e. Crates, pet housing, leashes, and collars; or
 - f. Puppy/obedience training and any devices used in such training.
8. Cost of:
 - a.–Physical exams, office exams, house calls, consultations; including costs or fees for telephone consultation, unless shown on the **Declarations Page**;
 - b. Diagnosing or **Treatment** of breeding, pregnancy, whelping or queening, including complications thereof;
 - c. Preventative, routine dental care, unless shown on the **Declarations Page**;
 - d. Toothbrushes, toothpaste, dental chews;
 - e. Preventative care and procedures, vaccinations and microchipping, unless shown on the **Declarations Page**;
 - f. Internal and external parasites, and any related **Illness or Injury** that results;
 - g. Natural supplements and vitamins;
 - h. Pet food, including prescription pet food, unless it is the sole **Treatment** of a condition;
 - i. **Inherited or Congenital** conditions, including but not limited to diabetes, IVDD, luxating patella, osteoarthritis, spondylosis, hip dysplasia and birth defects, unless shown on the **Declarations Page**;
 - j. Rehabilitation or Physical Therapy, unless shown on the **Declarations Page**;
 - k. Holistic, Alternative and Behavioral therapy **Treatment**, including but not limited to **Treatment** of coprophagia, unless shown on the **Declarations Page**;
 - l. Obesity unrelated to an underlying medical condition;

- m. Elective euthanasia not recommended by a **Veterinarian** or for behavioral reasons;
 - n. Necropsy and Cremation, burial costs or other methods of disposing remains of your pet;
 - o. Transportation costs, including but not limited to:
 - i. Non-emergency ground or air pet ambulance;
 - ii. Emergency air pet ambulance;
 - iii. House calls; or
 - iv. Travel to and from the **Veterinarian**.
 - p. Boarding, unless pet is hospitalized for medical reasons; or, in the case of **Your** hospitalization, this benefit is shown on the Declarations Page;
 - q. **Treatment** due to conditions related to racing, security, law enforcement, working dogs and organized fighting; or
 - r. **Illness or Injury** caused by: a) enemy attack by armed forces, with or without a state of war, b) insurrection; c) rebellion; d) revolution; e) invasion; f) civil war; g) illegal acts; h) usurped power; i) nuclear radioactive contamination; j) chemical, biological, biochemical or electromagnetic weapon; k) acts of foreign enemies; l) strikes; m) riots; n) civil commotion; or o) Avian or swine influenza or any mutant variation. This exclusion does not apply to acts of terrorism.
9. Intentional acts, neglect or deliberate endangerment by **You** or anyone living with **You** or having care, custody or control over **Your** pet.
 10. More than one **Illness** or **Injury** per **Coverage Period**, of a **Pet** arising from a repetitive and specific activity or similar activity that has previously occurred and displayed the propensity for this activity to happen again and cause **Illness** or **Injury** to **Your Pet(s)**. (Examples include but are not limited to: foreign body ingestion, dog fights and toxin ingestion).
 11. Cost of **Treatments** for your failure to follow **Your Veterinarians** recommendation, including but not limited to:
 - a. Additional cost of **Treatments** after **Veterinarian** recommended humane euthanasia, amputation of a limb or removal of an eye; or
 - b. Failure to follow recommended vaccination schedule.
 12. Costs or fees related, but not limited to:
 - a. Federal, state or local taxes;
 - b. Government fees and surcharges;
 - c. Photocopying Fees;
 - d. Bank fees and credit card charges;
 - e. Biohazardous waste fees and waste disposal;
 - f. OSHA fees;
 - g. Maintenance fees;
 - h. Attorney fees or defense costs related to any claim or dispute; or
 - i. Missed appointment fees.

General Provisions

Entire Contract, Changes

This **Certificate**, including the **Group** Application, **Group Policy** and any endorsement, **Declarations Pages**, **Riders** and other attached pages, if any, constitutes the entire contract of insurance. No change in this **Certificate** shall be valid until approved by one of **Our** executive officers and unless approval is endorsed hereon or attached hereto. No agent has authority to change this **Certificate** or waive any of its provisions.

Assignment and Claims of Creditors

Benefits are not assignable except that **You** may direct **Us** to pay benefits to the **Veterinary Provider** on whose charges any claim is based. Any such payment that **We** make will fully discharge **Us** to the extent of the payment.

Clerical Error

Clerical error by **Us**, the **Group**, or their respective representatives will not:

1. Cause a person to become insured under the **Group Policy** or a provision of it,
2. Invalidate insurance otherwise validly in force,
3. Continue insurance otherwise validly terminated, or
4. Cause a **Group** to obtain insurance under the **Group Policy** or a provision of it.

In the event that a clerical error results in an incorrect premium rate, **We** may adjust the premium rate accordingly. The payment of premium, by itself, does not obligate **Us** to provide benefits to anyone who is not eligible for insurance under the **Group Policy**.

Conformity with State and Federal Laws

If any provision of this **Certificate** is contrary to the applicable laws, **We** hereby amend the provision to conform to the minimum requirements of the law.

Legal Actions

No action can be taken against **Us** unless **You** have complied with all of the terms and conditions of this **Certificate**. You will have five (5) years from the date the claim is denied to take legal action against **Us** with respect to recovery of a claim under this **Certificate**.

Paying Your Premiums

Your Certificate does not become legally binding until **We** have received **Your** premium.

Misstatement

If the enrollment information of the **Pet** has been misstated, **We** will make an equitable adjustment of premiums, benefits or both. The adjustment is based on the amount of insurance based on the correct enrollment information and the difference between the premiums paid or would have been paid if the enrollment information had been correctly stated.

Time Limit on Certain Defenses

Certificate Holder: Any statement made to obtain or to increase insurance, in the absence of fraud, is a representation and not a warranty. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless **We** have given the **Certificate Holder** a copy of the written instrument he or she signed containing the misrepresentation.

After insurance has been in effect for 2 years, during the lifetime of the **Pet**, **We** will not use a misrepresentation as a basis for reducing or denying a claim.

Group Policyholder: Any statement made by the **Group** to obtain the **Group Policy**, in the absence of fraud, is a representation and not a warranty. No misrepresentation by the **Group** will be used as a basis for denying the validity of the **Group Policy**, unless **We** have given the **Group** a copy of a written instrument signed by the **Group**, containing the misrepresentation.

We will not contest the validity of the **Group Policy** after it has been in force for 2 years, except for nonpayment of premiums.

Other Insurance

If there is other pet insurance covering the same or comparable **Covered Expenses**, **We** will pay only for the amount of **Covered Expenses** in excess of the amount due from that other pet insurance, whether **You** can collect on it or not. Nevertheless, **We** will not pay more than the applicable limits of insurance.

Period of Insurance and Territory

This **Coverage** applies only to **Injuries** and/or **Illnesses** occurring during the **Coverage Period** shown on the **Declarations Page** anywhere in the United States and its territories, and **Emergency Treatment** while traveling outside of the United States. **We** will translate invoices and medical records in English, and convert the currency into U.S. dollars as of the date of Treatment.

Arbitration

Arbitration will take place only if both **You** and **We** agree, voluntarily, to have the loss arbitrated and have agreed to binding arbitration. If both parties agree to Binding Arbitration, it will be binding upon: the parties, their heirs, successors, and representatives. The arbitration shall be conducted under rules of the American Arbitration Association (AAA). 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. The place of Arbitration will be Florida.

Cancellation and Nonrenewal

Insured

Except as otherwise provided for under this **Certificate**, insurance will cease on the earliest of the following to occur:

1. Upon **Your** request;
2. The date **You** cease to be an **Eligible Person** or the premium due date on or next following the date **You** cease to be an **Eligible Person**.
3. The date the **Group Policy** terminates; or
4. The date that **We** determine fraudulent statements or material misrepresentation has been made by **You** or with **Your** knowledge in filing a claim for benefits; or
5. The date the required premium payment is not paid.

Termination or Amendment of the Group Policy

After the first anniversary (of the effective) date, or earlier if due to nonpayment of premium. **We** will provide at least a 10-day advance written notice; subject to the grace period.

During the first 90 days the Policy is in force for reasons other than non-payment of premium. **We** will provide at least 20 days' advance written notice accompanied by the reason for termination.

After the Policy has been in force for more than 90-days **We** may only cancel for material misstatement; failure to meet continued underwriting guidelines; failure to meet the minimum participation requirements, if any; or for a substantial change in the risk covered by the Policy. **We** will provide at least 120 days' advance written notice and include the reason for termination.

Nonrenewal:

We may elect to nonrenew the **Group Policy** on the renewal date. **We** may do so by mailing the **Group**

Policyholder and each **Certificate Holder** written notice stating the reason for nonrenewal, at least forty-five (45) days prior to the expiration date of the **Group Policy**.

Claims Conditions

1. In the event **You** incur a loss **You** must notify **Us** by providing the following:
 - a. A completed claim form with **Us**, within one-hundred and eighty (180) calendar days, or as soon as practicable, of the date of **Treatment** or veterinary services or date of receipt furnished to **You** for such **Treatment** or veterinary services, but in no event later than one year after the date of **Treatment**.
 - b. Invoices from **Your** treating Veterinarian listing the services performed, products provided and the itemized charges for **Treatment**, including packages and/or discounts.
 - c. A payment receipt when submitting a handwritten invoice. If payment receipt is not provided the invoice will be verified with **Your Veterinarian** prior to claim processing.
2. **We** reserve the right to ask for information from any **Veterinarian** that has ever seen **Your Pet(s)** in order to assess its health.
3. **We**, at **Our** expense, have the right to have any **Pet(s)** examined by a **Veterinarian** of **Our** choice as often as reasonably necessary while a **Claim** is pending.
4. If **We** pay a claim contrary to this **Certificate's** terms and conditions, that payment does not waive **Our** rights to apply those terms and conditions to any paid or any future claim. **We** also have the right to stop payment or recover from **You** any claim amount paid incorrectly.
5. **You** must cooperate with **Us** in the investigation or settlement of any **Claim**.
6. Any **Illness** or **Injury** where a final diagnosis has not been made will be pended as ineligible until **We** receive written documentation from **Your Veterinarian** with the definitive diagnosis.

Appeals and Complaints

Appeals

In the event **You** are not satisfied with the outcome of **Your Claim**, **You** may appeal. All requests for an appeal must be submitted to **Us** within ninety (90) days, or as soon as reasonably practicable, of the date on **Your** Explanation of Benefits, or as soon as reasonably practicable, on other actions giving rise to **Your** complaint. Submit **Claims** or appeals though the **Administrator's** secure portal or **You** may contact **Us** using the information below.

Send Correspondence to:

PetPartners, Inc.
PO Box 37940
Raleigh, NC 27627-7940
866-774-1113

Claim Settlement

In any case in which **You** and **We** have agreed in writing to the settlement of a claim, **We** shall tender payment according to the terms of the agreement no later than twenty (20) days after such a settlement is

reached. The tender of payment may be conditioned upon execution by such person of a release mutually agreeable to **Us** and **You**, but if the payment is not tendered within twenty (20) days, or such date as the agreement may provide, it shall bear interest at a rate of twelve (12) percent per year from the date of the agreement; however, if the tender of payment is conditioned upon the execution of a release, the interest shall not begin to accrue until the executed release is tendered to **Us**.

Judgment Satisfaction

Every judgment or decree for the recovery of money entered in any of the courts of Florida against any authorized insurer shall be fully satisfied within sixty (60) days from and after the entry thereof or, in the case of an appeal from such judgment or decree, within sixty (60) days from and after the affirmance of the same by the appellate court. If the judgment or decree is not as required, and proof of such failure to satisfy is made by filing with the office a certified transcript or the docket of the judgment or decree together with a certificate by the clerk of the court wherein the judgment or decree was entered that judgment or decree remains unsatisfied, in whole or in part, after the time aforesaid, the office shall forthwith revoke the Insurer's certificate of authority until the judgment or decree is wholly paid and satisfied and proof thereof filed with the office under the official certificate of the clerk of the court wherein the judgment was recovered, showing that the same is satisfied of record, and until the expenses and fees incurred in the case are also paid by the Insurer.

Complaints

If **You** disagree with the decision made at any time during the appeal process, **You** have the right to file a complaint with the Florida Office of Insurance Regulation, Division of Consumer Services. Please refer to the Florida Office of Insurance Regulation, Division of Consumer Services for details and applicable rules and laws.