

9. Claims Conditions

- a. In the event **You** incur a loss **You** must notify **Us** by providing the following:
 - i. A completed claim form 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** in connection for such **Treatment** or veterinary services.
 - ii. Invoices from **Your** treating **Veterinarian** listing the services performed, products provided and the itemized charges for **Treatment**, including packages and/or discounts.
 - iii. 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.
- b. **We** reserve the right to ask for information from any **Veterinarian** that has ever seen **Your Pet(s)** to assess its health.
- c. **We**, at **Our** expense, have the right to have any covered **Pet(s)** examined by a **Veterinarian** of **Our** choice as often as reasonably necessary while a claim is pending.
- d. If **You** disagree with the decision made by **Us**, **You** have the right to an appeal. Any claim submitted for reconsideration must be submitted within sixty (60) days, or as soon as reasonably practicable, of the decision and must be in writing on a Claims Redetermination Request Form which is available from **Us**. If the appeal is regarding a disagreement over medical facts, rather than **Policy** coverage or terms, **We** may, at **Our** own discretion, consult with an impartial **Veterinarian** selected by **Us**, who is independent, not controlled by **Us**, and not involved in the handling of **Your** claim, to conduct a review. Any such redetermination by the impartial **Veterinarian** will be binding on **Us**.
- e. If **We** pay a claim contrary to this **Policy's** terms and conditions, that payment does not waive **Our** rights to apply those terms and conditions to any paid or any future claim. **We** also have the right to stop payment or recover from **You** any claim amount paid incorrectly.
- f. If **You** or anyone acting on **Your** behalf submits a fraudulent claim, **We** may deny any current or future claim and cancel **Your Policy**.
- g. No action can be taken against **Us** unless **You** have complied with all of the terms and conditions of this **Policy**, and ninety-one (91) days has elapsed after proof of loss is filed and the amount of loss is determined as provided in this **Policy**. **You** will have thirty-six (36) months from the date the claim is denied to take legal action against **Us** with respect to recovery of a claim under this **Policy**.
- h. It is hereby mutually agreed that any dispute or difference of agreement arising between **Us** and the **Policyholder** with respect to this agreement shall be submitted to arbitration under rules of the American Arbitration Association (AAA). The place of Arbitration will be New York unless the laws of the state of the insured dictate otherwise.
- i. **You** must cooperate with **Us** in the investigation or settlement of any claim.
- j. Any claim for an **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.

Send Correspondence to:

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

The Company has caused this **Policy** to be executed, attested and countersigned by an authorized representative of the Company.



Jon Dubauskas
President



Sammi-Jo Nevin
Secretary

INDEPENDENCE AMERICAN INSURANCE COMPANY

485 Madison Avenue, New York, NY 10022

AMENDATORY ENDORSEMENT

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

Section 2. **Definitions**, the following definitions have been revised to read as follows:

- ff. **Treatment** means any test, x-ray, medication, surgery, hospitalization, nursing and care provided or prescribed by a **Veterinarian** to treat a covered **Illness** or **Injury**. **Treatment** must be performed by or under the direction of a **Veterinarian** to be considered for eligibility.
- hh. **Waiting Period** means a period of time specified in the **Policy** that must pass before some or all of the coverage begins. The **Waiting Period** applies to the **Pet Original Start Date** and any coverage increases but does not apply to **Your** annual renewal, provided **You** maintain continuous coverage with **Us**. The **Waiting Period** begins as of the effective date of the **Coverage Period**. An **Illness** or **Injury** which occurred, reoccurred, existed, or showed **Symptoms**, whether or not diagnosed by a **Veterinarian**, during an applicable **Waiting Period** is a **Pre-existing Condition** and is subject to the **Waiting Period** that applies to a **Pre-Existing Condition**.

Section 3. **What is Covered**, the following benefit has been added:

- l. routine anal gland expression performed by or under the direction of a **Veterinarian** up to the maximum number of services per year as shown on the Declarations Page. This benefit is subject to the **Deductible, Coinsurance** and **Annual Limit**.

Section 5. **Exclusions**, the following exclusions have been revised to read as follows:

- l. All diets, **Pet** food, whether prescribed or not. This exclusion does not apply to Y/D made by Science Diet which is used to treat hyperthyroid in cats which can be eligible for coverage when being used as the sole **Treatment**.
- t. House calls by a **Veterinarian** unless **You** have purchased Optional ExamPlus coverage. Separate charges for travel time, boarding costs and/or transportation costs are not covered under the **Policy** or the Optional ExamPlus coverage.

The following exclusion has been deleted in its entirety:

- w. Anal gland expression. This does not include **Prescription Medication** and surgical **Treatment** for anal gland infection.

Section 6. **Optional Coverages**, the following provisions have been revised as follows:

Defender DefenderPlus

We will reimburse **You**, if shown on the **Declarations Page**, for the **Preventive Care** listed below that **Your Pet(s)** receives from a **Veterinarian** during the **Policy** period. Benefits will not exceed the Maximum Allowable Limits shown below. **Coinsurance** and **Deductible** requirements do not apply to Preventive Benefits.

Our total liability of each **Pet** for each **Policy** Year is shown in the Maximum Allowable Limits.

Benefit Schedule

Preventive Benefit	Maximum Allowable Limits	
	Defender	DefenderPlus
Spay/Neuter or Teeth Cleaning*	\$0	\$150
Rabies Vaccine	\$15	\$15

Flea/Tick/Heartworm Prevention	\$80	\$95
Vaccination/Titer	\$30	\$40
Wellness Exam	\$50	\$50
Heartworm test or FELV (Feline Leukemia Virus) screen	\$25	\$30
Blood, fecal, parasite exam	\$50	\$70
Microchip	\$20	\$40
Urinalysis or ERD Test (Early Renal Disease Test)	\$15	\$25
Deworming	\$20	\$20
Elective/Preventive Gastropexy	\$0	\$200

*Benefits may be combined or separate up to the maximum allowable limit

ExamPlus

We will reimburse **You**, if shown on the **Declarations Page**, for the **Covered Expenses** that occur during the **Coverage Period** subject to **Policy** limits and exclusion including, but not limited to, **Coinsurance, Deductible** and **Annual Limit** for physical examination; including costs and/or fees for telephone consultation and house calls by a **Veterinarian**; to diagnose a current covered **Illness** or **Injury**. This provision does not provide coverage for annual wellness office exams or the **Veterinarian's** travel cost and/or service fee for a house call.

Breeder Coverage

We will reimburse **You**, if shown on the **Declarations Page**, after a thirty (30) day **Waiting Period**, for any **Illness** or **Injury** that occurs during the **Coverage Period**, subject to **Policy** limits and exclusions including, but not limited to, **Coinsurance, Deductible** and **Annual Limit**, for **Treatment** related to breeding, pregnancy, giving birth, and nursing including, but not limited to, emergency c-sections, mastitis, metritis, pyometra, uterine/vaginal stricture or prolapse, eclampsia, gestational diabetes, pregnancy-related liver failure, complications from dystocia and complications from retained placenta. This provision does not provide coverage for planned c-sections, including c-sections needed for **Pets** that are known not to be able to give birth naturally, artificial insemination or other elective, wellness or preventive **Treatment** related to breeding, pregnancy, giving birth and nursing.

This Amendatory Endorsement is made part of the **Policy** to which it is attached as of **Your Policy** Effective Date. This Amendatory Endorsement terminates concurrently with the date **Your** coverage under the **Policy** ends.

This Amendatory Endorsement is subject to all provisions of the **Policy**, which are not in conflict with the provisions of this Amendatory Endorsement. Nothing in this Amendatory 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 Rider to be signed by its President.

INDEPENDENCE AMERICAN INSURANCE COMPANY



President