AKC Pet Insurance
PO Box 37940
Raleigh, 27627

INDEPENDENCE AMERICAN INSURANCE COMPANY

AccidentCare
Terms and Conditions

1. Insuring Agreement

In return for receiving **Your** payment of premium when due, **We** will provide insurance for **Your Pet(s)** as detailed in the **Policy** terms and conditions. This agreement also includes the **Declarations Page** and any endorsements.

2. Definitions

Defined terms are in bold print throughout the **Policy** for ease of reading.

a. **Accident** means a sudden and unpreventable event that causes physical **Injury** to **Your Pet(s)**.
b. **Alternative Therapies** means **Treatment** that does not generally fall within the realm of conventional veterinary medicine as used by the American Association of Rehabilitation Veterinarians (AARV). These therapies include, but are not limited to, holistic, acupuncture and chiropractic **Treatment**, performed by a **Veterinarian** or a veterinary staff member under the direct supervision of a **Veterinarian**.
c. **Annual Limit** means the maximum amount **We** will reimburse **You** for all **Covered Expenses** during a **Policy** year. **Your Annual Limit** is shown on the **Declarations Page**.
d. **Behavioral Problems** means manifestations of a **Pet** exhibiting abnormal responses to stimuli, not caused by an underlying medical condition, including but not limited to, aggression, anxiety and destructive and/or compulsive behavior.
e. **Bilateral Condition** means a condition or disease that affects both sides of the body (examples: cruciate ligament, cherry eye and lameness).
f. **Coinsurance** means **Your** portion of **Covered Expenses** after the **Deductible** is met. **Your Coinsurance** amount is shown on the **Declarations** Page.
g. **Complementary Therapies** means non-prescription **Treatment(s)** that are used alongside conventional medical therapies and have been prescribed by a **Veterinarian**. They are available from health shops, supermarkets and pharmacies. Most of these **Treatments** are available for purchase over the counter.
h. **Coverage Period** means the time period specified on the **Declarations Page** beginning on the effective date and ending on the expiration date. All dates are as of 12:01 AM in the time zone of the **Policyholder**.
i. **Covered Expenses** means the **Reasonable and Customary** charges for **Medically Necessary Treatments** provided by **Your Veterinarian** during the **Policy** period that are eligible for reimbursement under this **Policy**.
j. **Declarations Page** means the page(s) sent to **You** with specific information about the **Policy** regarding **Policy** period, coverages, limits of liability and premiums.
k. **Deductible** means the annual amount of **Covered Expenses** that must be paid by **You** for each **Pet** before **We** will pay a claim for **Covered Expenses. Your Deductible** is shown on the **Declarations Page**.
l. **Dietary Indiscretion** describes gastrointestinal upset that occurs when a **Pet** ingests something its body cannot tolerate, including but not limited to, consumption of table scraps, garbage, or spoiled food. **We** consider this an **Illness**.
m. **Foreign Body Ingestion** means the ingestion of a non-edible/non-digestible object(s) originating outside the body and ingested into the mouth and through the gastrointestinal tract leading to an obstruction or passing an item(s) on their own. **We** consider this an **Accident**.
n. **Illness** means physical disease, sickness, infection, condition or failure, regardless of cause.
o. **Incident** means a specifically identifiable **Illness** or **Injury**. **Incident** may include multiple diagnoses when they are secondary or related. If an **Incident** is recurring or chronic, it will be considered one (1) **Incident**.
p. **Injury** means physical damage caused by an **Accident**.
q. **Medically Necessary** means medical services, supplies or care provided to treat covered **Pet(s)** which are:
    i. consistent with **Symptoms** or diagnoses.
    ii. accepted as good veterinary practice standards.
    iii. not for the ease or the request of the **Pet(s)** owner, **Veterinarian** or other providers.
    iv. consistent with proper supply or level of services which can be safely provided to the **Pet(s)**.
r. **Medical Waste Fees** mean the charges associated with the disposal of medical, surgical or chemotherapeutical waste.
s. **Onset** means the beginning or first appearance of the signs or **Symptoms** of an **Illness** or **Injury**.
t. **Per Incident Limit** is the maximum **We** will reimburse **You** for a **Covered Expense** for each **Incident** with an **Onset** date within the **Coverage Period. Your Per Incident limit** is shown on the **Declarations Page. Per Incident Limits** do not reset at

renewal or with changes to coverage**.**

u. **Pet(s)** refers to the covered animal(s) listed on the **Declarations Page**.
v. **Pet Ambulance** means a **Pet** medical transportation service vehicle equipped with stretchers, hydraulic tables, oxygen and a driver and/or veterinary technician.
w. **Pet Original Start Date** means the effective date when the **Pet** was first covered by a **Policy** administered by **Us** or **Our** authorized administrator, unless otherwise stated on the **Declarations Page**.
x. **Policy** means the terms and conditions and most recent **Declarations Page** which includes any forms and endorsements that apply.
y. **Pre-existing Condition** means any **Injury** which occurred, reoccurred, existed or showed **Symptoms,** whether or not diagnosed by a **Veterinarian**, prior to the **Pet Original Start Date**, **Coverage Period** or during the **Waiting Period**. **Pre-Existing Conditions** are only eligible after three hundred and sixty-five (365) days of continuous coverage and only for **Treatment** that occurs after the three hundred and sixty-five (365) day **Waiting Period**.
z. **Prescription Medication** means any medicine that is dispensed from a **Veterinarian** pharmacy or with a written prescription from a **Veterinarian** that may only be filled at a pharmacy.
aa. **Preventive Care** means **Treatment** intended for the prevention of an **Injury**.
bb. **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.
cc. **Symptoms** means the first departure from normal function or feeling which is noticed by **You** or **Your Veterinarian**, reflecting the presence of an **Injury**.
dd. **Treatment** means any test, x-ray, medication, surgery, hospitalization, nursing, and care provided or prescribed by a **Veterinarian** to treat a covered **Injury**. **Treatment** must be performed by a licensed **Veterinarian** to be considered for eligibility.
ee. **Veterinarian** means a licensed physician for animals and a provider of veterinary medicine. **Veterinarian** shall not include **You** or a member of **Your** immediate family.
ff. **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**.
gg. **We/Us/Our** (also **Insurer**) means Independence American Insurance Company.
hh. **You/Your** (also **Policyholder**) means the person named in the **Declarations Page**.

3. What is Covered

After satisfying the annual **Deductible** indicated on the **Declarations Page**, **We** will reimburse **You** in accordance with **Your Policy**, less any limitations and exclusions, the amount after the **Coinsurance** is applied for eligible **Covered Expenses** that are **Medically Necessary** to treat or diagnose a current covered **Incident** showing **Symptoms** during the **Policy** period but after the **Waiting Period**, including but not limited to:

a. Laboratory tests, x-rays, ultrasound, MRI and CT scans;
b. Surgery;
c. Hospitalization;
d. **Prescription Medication** that is prescribed by a **Veterinarian**;
e. Extractions to permanent broken teeth due to an **Accident**;
f. Hydrotherapy and Physical Therapy;
g. **Alternative and Complimentary Therapies**;
h. Emergency ground **Pet Ambulance** transportation in the case of an emergency;
i. Euthanasia when advised by a **Veterinarian** to alleviate suffering; and
j. **Pre-existing Conditions** after a three hundred and sixty-five (365) day **Waiting Period**.

Regardless of the number of claims made during the period of insurance, **Our** total liability of insurance for each **Pet** for all **Covered Expenses** will not exceed the amount shown on the **Declarations Page** under the **Annual Limit**, subject to **Coinsurance** and **Deductible** requirements and **Per Incident Limits**.

4. Waiting Periods for Coverage

There is a two (2) day **Waiting Period** per **Pet** before **We** will cover an **Injury**.

There is a three hundred and sixty-five (365) day **Waiting Period** per **Pet** before **We** will cover a **Pre-existing Condition.**

Waiting Periods are waived for subsequent renewals and add-on coverage from a preceding **Policy** year provided **You** maintain an active **Policy**, with no gap in coverage, annually renewed and continuously in-force.

5. Exclusions

a. **Illness** regardless of cause.
b. **Pre-existing Conditions** prior to the **Waiting Period** specified in section 4.
Bilateral Conditions, presenting on one (1) side of the body will be considered **Pre-existing Conditions**.
c. Physical examination; including costs and/or fees for telephone consultation unless you purchase Optional ExamPlus Coverage.
d. **Treatment** that has been pre-paid but not yet performed.
e. **Treatments** or diagnostics of an **Injury** or service excluded by the **Policy** as well as secondary complications from such excluded **Injury** or service. Secondary complications include but are not limited to an **Injury** caused by an uncovered condition or the **Treatment** of an uncovered condition.
f. Intentional, neglectful or preventable acts caused by **You**, a member of **Your** household, or any other person that has care, custody, or control of **Your Pet(s)**, that result in **Injury** to **Your Pet(s)**.
g. Elective cosmetic, grooming, bathing and nail clipping, including any **Injury** that results from these services.
h. Fees to diagnose or treat any **Injury** related to breeding, pregnancy, whelping and nursing.
i. Any conditions related to teeth including but not limited to gingivitis, periodontal disease, root canals, caps and crowns, vital pulpotomies, deciduous teeth, diseased and abscessed teeth (except **Medically Necessary** extractions for permanent broken teeth due to an **Accident**). The cost of dental cleaning unless **You** purchase Optional DefenderPlus Coverage.
j. **Preventive Care** including, but not limited to, wellness exams, preventative **Treatment**, vaccinations, flea control and other parasite prevention, unless **You** purchase, unless you purchase Optional Defender/DefenderPlus Coverage.
k. Spaying or neutering (including preventative sterilization surgery, such as for **Treatment** for cryptorchidism, chimerism or chromosomal abnormalities), unless you purchase Optional DefenderPlus Coverage.
l. All diets, **Pet** food, whether prescribed or not. This does not include a prescription diet used as the sole **Treatment** of a covered condition.
m. More than one (1) **Injury** for the life 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 Injury to **Your Pet(s)**. Examples include, but are not limited to, **Foreign Body Ingestion**, dogfights and toxin ingestion.
n. Diagnostics or **Treatment** for internal or external parasites, and any secondary **Injury** that may arise including, but not limited to, fleas, ticks, giardia, heartworms, and roundworms.
o. Air ambulance and non-emergency **Pet Ambulance** transportation.
p. Experimental, investigational **Treatment**, organ and tissue transplants or prosthesis.
q. Veterinary package discount cost, Sales tax, **Medical Waste Fees**, veterinary administrative, shipping and postage fees.
r. The cost of disposing of the remains of **Your Pet(s)** unless **You** have purchase the Optional SupportPlus Coverage.
s. Cost of **Treatment** for any **Injury** arising from **Your** decision to not follow **Your Veterinarian's** advice.
t. House calls, travel time, boarding and/or transportation.
u. Conditions resulting from activities related to training or participating in track or sled racing, guard security, law enforcement (unless authorized in advance by **Us**), working or organized fighting.
v. **Injury** caused by: a) enemy attack by armed forces, with or without a state of war, including actions taken in resisting the attack; b) insurrection; c) rebellion; d) revolution; e) invasion; f) civil war; g) illegal acts; h) usurped power; i) nuclear radioactive contamination; j) pandemic conditions; k) chemical, biological, biochemical or electromagnetic weapon; l) acts of foreign enemies; m) strikes; n) riots; o) civil commotion; p) epidemic; or q) avian or swine influenza or any mutant variation.
w. Anal gland expression. This does not include **Prescription Medication** and surgical **Treatment** for anal gland infection.
x. **Treatment** for **Your Pet** being obese or overweight, if not due to an underlying medical condition.
y. Final Expenses for necropsy, cremation, urns, etc. unless **You** purchase Optional SupportPlus Coverage.
z. **Injury** caused by: a) enemy attack by armed forces, with or without a state of war, including actions taken in resisting the

attack; b) insurrection; c) rebellion; d) revolution; e) invasion; f) civil war; g) illegal acts; h) usurped power; i) nuclear radioactive contamination; j) pandemic conditions; k) chemical, biological, biochemical or electromagnetic weapon; l) acts of foreign enemies; m) strikes; n) riots; o) civil commotion; p) epidemic; or q) avian or swine influenza or any mutant variation.

aa. Luxating Patella and Cruciate Ligament conditions, this includes any associated meniscal **Injuries** or another condition secondary to cruciate ligament **Injury**, tear or rupture.

6. Optional Coverages

If chosen by **You**, and shown as applicable on the **Declarations Page**, the following optional coverages apply separately to each **Pet** per **Policy** year. Some coverage options may be restricted by **Pets** age at time of sign-up.

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 licensed **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

	Maximum Allowable Limits	
Preventive Benefit	**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

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

SupportPlus Coverage

We will reimburse **You**, if shown on the **Declarations Page**, **for** the cost of final expenses for necropsy, cremation and urns upon the death of each **Pet** covered for such costs incurred after the **Waiting Period** and during the **Coverage Period** up to a maximum benefit of three hundred dollars ($300) subject to the **Annual Limit** amount. **Coinsurance** and **Deductible** provisions do not apply to SupportPlus Coverage.

ExamPlus Coverage

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; to diagnose a current covered **Injury**. This endorsement does not provide coverage for annual wellness office exams.

7. General Conditions

a. This **Policy** only applies to losses that occur and are treated within the United States, its territories and possessions, and Canada. No coverage exists for an **Incident** or **Treatment** that occurs outside of the above territories.
b. If a claim arises under this **Policy** and there is any other insurance providing **Coverage** to **Your Pet(s)**, this **Policy** is excess insurance. This **Policy** will only apply to any claim costs once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by the other insurance, always subject to the terms and conditions of this **Policy**.
c. **We** will not insure **Your Pet** under more than one (1) **Pet** insurance **Policy** with **Us** during any **Policy** period. If **We** find that an insured has more than one (1) such **Policy** with **Us**, coverage will be provided under the **Policy** that has been in force for the longer period of time.
d. **Your Pet(s)** must receive an annual physical exam, as well as all prescribed vaccines as advised by **Your Veterinarian**.
e. **You** must follow and carry out the **Veterinarian's** advice and show reasonable care to protect the **Pet(s)** from harm.
f. **You** are the owner of **Your Pet(s)**.
g. Coverage for **Your Pet(s)** will cease if ownership is changed.
h. If any **Policy** wording conflicts with the laws of the state in which this **Policy** is issued, the wording will be changed to meet the laws of that state.
i. Authorized representatives must be added by the **Policyholder**. Any authorized representative may cancel or change the **Policy**. The action of any authorized representative will be binding.
j. Continuing coverage for a covered **Incident** from a preceding **Policy** is subject to the terms and conditions of this **Policy**. **Per Incident Limits** for any covered expense under a previous **Policy** will not reset at **Policy** renewal or replacement. In the case of continuous coverage where a **Per Incident Limit** is lower than the previous term, the lower **Per Incident Limit** will apply.
k. By accepting the terms of this insurance as evidenced by the payment of premiums, it is agreed that this **Policy**, endorsements, and any other notices may be delivered to **You** by electronic mail via the internet at **Our** option. All **Policy** forms, any notices and endorsements are available to **You**, at **Your** request**,** in paper form at no charge to **You**. A copy of **Your Policy** is available on **Our** customer portal.
l. **Your Policy** will become legally binding once **You** have paid **Your** premium. The premium is due when **You** take out a new **Policy** and when **You** renew an existing **Policy**. **Your Policy** is an annual contract of insurance with a monthly and annual payment option. Premiums must be paid in full and on time to maintain coverage.
m. This **Policy** will automatically renew unless **We** receive a cancellation or intent to not renew notice from **You** before the renewal date. Premiums may increase at renewal for: **Pet** age, veterinary cost inflation, actuarial changes, address changes, **Annual Limit** increase and other **Policy** parameters.
n. If **You** wish to make changes to **Your** coverage, please contact **Us**. Any change is subject to underwriting and **Our** approval. Certain changes may result in a new enrollment, which would terminate **Your** existing **Policy** and reset the **Waiting Period** and the determination of **Pre-existing Conditions**.
o. Each named insured may receive certain promotional offers, which includes, but is not limited to, gift cards, coupons, gift certificates, and items of merchandise. The maximum value of any promotional item will not exceed the maximum dollar amount allowed in the state of residence.
p. From time to time, at **Our** option and in compliance with all applicable law, **We** may advertise special promotions or offer the policyholder free gifts, including small cash rewards and incentives, for customer referrals or if the person recommended to **Us** purchases a **Policy**.
q. From time to time, at **Our** option and in compliance with all applicable law, **We** may offer value added benefits or services directly relating to this coverage that may assist in the servicing of the **Policy**, mitigate loss or provide loss control that aligns with the risks of the **Policy**.
r. 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.
s. This **Policy** is valid for a period of twelve (12) months (three hundred and sixty-five (365) days) from effective date.

8. Renewal, Cancellation and Nonrenewal

a. **We** will automatically renew **Your Policy** at expiration unless **You** are otherwise notified of nonrenewal.
b. **You** may cancel this **Policy** at any time by providing to **Us** advance notice of cancellation or **Your** intent to not renew.
c. **We** may cancel this **Policy** by mailing or delivering to **You** written notice of cancellation at least:
    i. Ten (10) days before the date of cancellation if **We** cancel for nonpayment of premium.

ii. Forty-five (45) days before the date of cancellation if **We** cancel for any other reason.

d. After a **Policy** has been in effect for more than sixty (60) days **We** may cancel for only one (1) or more of the following reasons:
   i. Nonpayment of premium;
   ii. Material misrepresentation of fact which, if known by **Us**, would have caused **Us** to not issue the **Policy**;
   iii. Substantial change to the risk assumed to the extent that **We** should reasonably have foreseen the change or contemplated the risk in writing the **Policy**; or
   iv. Substantial breaches or contractual duties, conditions or warranties.
e. **We** will mail or deliver **Our** notice of cancellation or nonrenewal to **Your** last mailing address known to **Us**.
f. Notice of cancellation will state the reason for cancellation and the effective date of cancellation. Insurance coverage under this **Policy** will end on that date.
g. **We** may elect to nonrenew this **Policy** on the expiration date shown on the **Declarations Page**. **We** may do so by mailing to **You** written notice, stating the reason for nonrenewal, at least forty-five (45) days or as applicable by state law, whichever is greater, prior to the expiration date of **Your Policy**.
h. If notice of cancellation or nonrenewal is mailed, proof of mailing will be sufficient proof of notice.
i. If either **You** or **We** cancel the **Policy**, **We** will refund **You** any unearned premium on a daily pro-rata basis.
j. **We** may change the premium, **Coinsurance** amounts, annual **Deductibles** and **Policy** terms and conditions at renewal. **You** will be notified of all changes in writing at least forty-five (45) days before the renewal date.
k. **If You** intentionally misrepresent or conceal any material fact that **We** rely on to issue or administer coverage, **We** may cancel **Your Policy** effective the date of discovery of the germane misrepresentation.
l. **The** first time **You** enroll **Your Pet(s)** in one (1) of **Our Policies You** have thirty (30) days from the effective date to cancel and receive **Your** paid premium back in full, as long as **You** have not filed a claim.
m. After the first thirty (30) days of the **Policy** period, **We** will compute any refund due on a daily pro-rata basis.

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)** in order 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, **W**e 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).

i. **You** must cooperate with **Us** in the investigation or settlement of any claim.
j. Any claim for an **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.

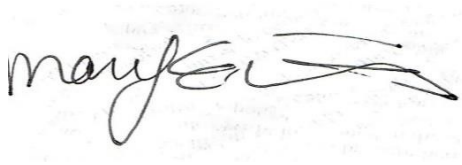
Send Correspondence to:

AKC Pet Insurance
PO Box 37940
Raleigh, 27627

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



David Kettig
President



Mary
Morandini
Secretary