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## INDEPENDENCE AMERICAN INSURANCE COMPANY
## a Delaware Insurance Company

11333 N. Scottsdale Rd., Suite 160
Scottsdale, AZ 85254

# PENNSYLVANIA
# 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.
- “Congenital Anomaly or Disorder" means a condition that is present from birth, whether inherited or caused by the environment, which may cause or contribute to illness or disease.
- "Hereditary Disorder" means an abnormality that is genetically transmitted from parent to offspring and may cause illness or disease.
- “Insurance Producer” means a person that sells, solicits or negotiates contracts of insurance.
- “Insured” means a person on whose behalf a pet insurer is obligated to pay or reimburse covered veterinary expenses under a pet insurance policy.
- "Orthopedic Condition" means a condition affecting the bones, skeletal muscle, cartilage, tendons, ligaments or joints. The term includes elbow dysplasia, hip dysplasia, intervertebral disc degeneration, patellar luxation and ruptured cranial cruciate ligaments. The term does not include cancer or a metabolic, hemopoietic or autoimmune disease.
- “Pet Insurance Policy” means property insurance policy, certificate or rider that provides coverage for accidents and illnesses of pets.
- “Pet Insurer” means an insurer that issues a pet insurance policy.
- “Practice of Veterinary Medicine” includes, but is not limited to, the practice by any person who (i) diagnoses, treats, corrects, changes, relieves or prevents animal disease, deformity, injury or other physical, mental or dental conditions by any method or mode, including the prescription or administration of any drug, medicine, biologic, apparatus, application, anesthetic or other therapeutic or diagnostic substance or technique, (ii) performs a surgical operation, including cosmetic surgery, upon any animal, (iii) performs any manual procedure upon an animal for the diagnosis or treatment of sterility or infertility of animals, (iv) represents himself as engaged in the practice of veterinary medicine, (v) offers, undertakes, or holds himself out as being able to diagnose, treat, operate, vaccinate, or prescribe for any animal disease, pain, injury, deformity, or physical condition, (vi) uses any words, letters, or titles in such connection or under such circumstances as to induce the belief that the person using them is engaged in the practice of veterinary medicine and such use shall be prima facie evidence of the intention to represent himself as engaged in the practice of veterinary medicine, (vii) performs diagnostic



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veterinary pathology, (viii) implants electronic identification, as determined by the board, upon any animal, (ix) renders advice or recommendation by any means, including the electronic transmission of data with regard to any of the above, or (x) removes any embryo from an animal for the purpose of transferring such embryo into another animal or cryopreserving such embryo, except it shall not be considered the practice of veterinary medicine when: (a) a person or his full-time employe removes or transfers an embryo from the person's own animals for the purpose of transferring or cryopreserving the embryo so long as ownership of the animal is not transferred or employment of the person is not changed for the purpose of circumventing this act or (b) a person independently, with indirect veterinary supervision, implants any embryo into an animal.

- "Pre-Existing Condition" means a condition for which any of the following apply regarding a pet prior to the effective date of a pet insurance policy for the pet or during any waiting period:
  1. A veterinarian provided medical advice regarding the pet;
  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.

- "Renewal" or to renew means the issuance and delivery by an insurer of a policy superseding at the end of the policy period a policy previously issued and delivered by the same insurer or affiliated insurer, such renewal policy to provide types and limits of coverage at least equal to those contained in the policy being superseded, or the issuance and delivery of a certificate or notice extending the term of a policy beyond its policy period or term with types and limits of coverage at least equal to those contained in the policy being extended: Provided, however, That any policy with a policy period or term of less than twelve months or any period with no fixed expiration date shall for the purpose of this act be considered as if written for successive policy periods or terms of twelve months.

- "Veterinarian" means an individual who holds a valid license to engage in the practice of veterinary medicine from the appropriate licensing entity of the jurisdiction in which the individual engages in the practice of veterinary medicine.

- "Veterinary Expenses" means the costs associated with medical advice, diagnosis, care, or treatment provided by a veterinarian, including the cost of drugs prescribed by a veterinarian.

- "Waiting Period" means 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. A waiting period may not be applied to a renewal of existing coverage.

## REQUIRED DISCLOSURES

**Policy Exclusions and Limitations**

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

1. Pre-existing Conditions.
2. Hereditary Disorders.
   a. Coverage for Hereditary Disorders is not available with the accident policy.
3. Congenital Anomaly or Disorders.
   a. Coverage for Congenital Anomalies or Disorders is not available with the accident 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.
5. If selected, Per-Incident Co-Pays.



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***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.

**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 30 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 30 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 one of the following methodologies:

- We will first apply the per incident copay, if elected. We will then apply the deductible to the remaining allowable charges. Once the dollar amount of the deductible has been met, we will then apply coinsurance to covered expenses until any applicable annual limit has been reached; or
- We will first apply the per incident copay, if elected, and coinsurance to the allowable charges under your claim and will then apply your policy annual deductible to any remaining allowable charges under such claim. Once your policy annual deductible has been met, claims for allowable charges are subject only to your coinsurance until any applicable annual maximum benefit has been reached.

***Claim Payment Methodology for Optional Preventive Care Benefit:*** 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 benefit limit shown on the benefit schedule in the Preventive Care Benefit Rider.

**Waiting Periods**

***Accident and Illness Plan:***

This Policy includes the following Waiting Periods:

1. 14-days from the pet's original start date for illnesses.
2. 30-days from the pet's original start date for orthopedic illnesses.

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.



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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 start date. Once an applicable waiting period has expired, as calculated from the covered pet's original start 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 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:***

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| Mailing Address: | Pennsylvania Insurance Department<br>1326 Strawberry Square<br>Harrisburg, PA 17120 |
| Toll-Free Telephone Number: | (877) 881-6388 |
| Website Link: | https://www.insurance.pa.gov/ |

***Insurer Contact:***

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| 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: | (844) 738-3446 |
| Administrator's Customer Service E-Mail: | support@figopetinsurance.com |

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

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



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