Figo Pet Insurance
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INDEPENDENCE AMERICAN INSURANCE COMPANY

a Delaware Insurance Company
Administrative Office: 11333 N. Scottsdale Rd., Ste. 160, Scottsdale, AZ 85254

FIGO Pet Insurance Policy

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INSURING AGREEMENT

We will provide the insurance described in this **Policy** in return for the premium and compliance with all applicable **Policy** provisions.

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

PART I – DEFINITIONS

In this **Policy**, "**You**" and "**Your**" refer to the Named Insured shown on the Declarations Page and the spouse or domestic partner, if a resident of the residence premises. "**We**", "**Us**", and "**Our**" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **Accident(s)** means an unexpected or unintended event, which is specific as to place and time, causing **Injury** to **Your Pet**.
2. **Allowable Charge(s)** means the costs of the actual **Treatment(s)** provided by a **Veterinary Provider**, subject to **Policy** limitations and exclusions, additional benefits as provided by the **Policy** and included on the **Declarations Page**, the **Annual Maximum Benefit,** or the **Covered Incident Limit** amount, except as excluded by the **Policy**.
3. **Aggression** means an abnormal, hostile response to an otherwise normal situation.
4. **Annual Maximum Benefit** is the maximum amount **We** will reimburse **You** in a period of insurance. The **Annual Maximum Benefit** does not include the **Policy Annual Deductible, Per Incident Copay**, if elected**,** or any **Coinsurance** amounts paid by **You**.
5. **Bilateral Condition** is a condition or disease that affects both sides of the body.
6. **Chronic Condition** is a condition that can be treated or managed, but not **Cured**.
7. **Claim** means **Your** request for payment of an amount under the terms of **Your Policy** for **Treatment** of **Your Pet** by a **Veterinary Provider** or other services as provided by this **Policy**.
8. **Clinical Signs** means changes in the normal healthy state, bodily function, or behavior of **Your Pet** observed by **You**, a **Veterinarian**, or other observer.
9. **Coinsurance** is the amount **You** are responsible for in addition to any **Per Incident Copay**, if elected, and **Policy Annual Deductible**, for any **Allowable Charges** incurred**.**
10. **Coverage** is the insurance described in this **Policy**.
11. **Covered Incident** is an occurrence where **You** had to make payment for an **Allowable Charge** under this **Policy**.
12. **Covered Incident Limit** is the maximum amount **We** will reimburse **You** per **Covered Incident**. The **Covered Incident Limit** does not include the **Policy Annual Deductible, Per Incident Copay**, if elected, or any **Coinsurance** amounts paid by **You**.
13. **Cured** means the point at which a **Pet** is free from a condition, with no further symptoms present or **Treatment** required.
14. **Dental Illness** is an **Illness** affecting the teeth and/or gums.
15. **Environmental Allergy** means **Your Pet's** immune system's reaction (such as: rash, sneezing, or itching) caused by **Your Pet's** sensitivity to inhaled or direct skin contact with environmental factors, including, but not limited to, tree pollens, grass pollens, weed pollens, grass seed, molds, mildews, and dust mites, that are normally harmless.
16. **Food Allergy** means **Your Pet's** immune system's reaction (including: dermatological and digestive problems, hives, or swollen airways) after **Your Pet** eats or otherwise ingests a certain food.
17. **Genetic Condition** means an **Illness** whose presence is determined by hereditary factors.
18. **Illness(es)** means sickness, disease, or any change in a **Pet's** normal, healthy state, which is not caused by **Injury** to the **Pet**.
19. **Injury(ies)** means physical harm or damage to **Your Pet**, caused by an **Accident**.
20. **Life-Threatening Injury** means an **Injury** involving an imminent, substantial risk of death as noted by a **Veterinarian** in **Your Pet's** medical files.
21. **Ligament and Knee Conditions** means **Orthopedic Illnesses** involving a ligament, patella, meniscus or soft tissue disorder of the knee. These are considered **bilateral conditions** and related, regardless of cause; meaning an occurrence on one side of the body affects both sides of the body.
22. **Medically Necessary** means medical services, supplies or care directly and materially related to a covered **Illness** or **Injury**, in **Our** reasonable judgment.
23. **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 or accepted for inclusion in the Homeopathic Pharmacopoeia of the United States for veterinary use. FDA-approved or Homeopathic Pharmacopoeia- included drugs available over the counter must be dispensed directly by **Your Veterinarian** or compounded by a pharmacist under the guidance of

Your Veterinarian. Items purchased from an outside store or other pharmacy are not covered unless **Veterinarian** prescribed. **Medication(s)** includes medical **Supplies** required to administer those **Medication(s)**.

24. **Neutering** means Orchidectomy, or surgical removal of the testicles.
25. **Orthopedic Condition** means a condition affecting or manifesting from the musculoskeletal system, which is made up of the body's bones (the skeleton), muscles, cartilage, tendons, ligaments, and joints. For the purposes of this **Policy**, Orthopedic Conditions include IVDD, any condition affecting the intervertebral spaces and osteosarcoma.
26. **Original Start Date** means the effective date when the **Pet** became covered by this **Policy** administered by the Company, or its authorized administrator, as stated on the Declarations Page.
27. **Per Incident Copay** is the amount of the cost of care **You** are responsible for incurring per **Accident**, **Illness** or **Injury** per **Veterinary Provider** treating, diagnosing or performing tests for such **Accident**, **Illness** or **Injury**. The **Per Incident Copay** is separate and distinct from the **Policy Annual Deductible** and **Coinsurance** for which **You** are responsible for. The **Per Incident Copay** is not applied toward satisfying the **Policy Annual Deductible**.
28. **Pet** is 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.
29. **Pet Ambulance** means a **Pet** medical transportation service vehicle equipped with stretchers, hydraulic tables, oxygen, and a driver and/or veterinary technician, used to transport a sick or injured **Pet(s)** in the event of an emergency.
30. **Policy** means the terms and conditions and most recent Declarations Page which includes any forms and endorsements that apply.
31. **Policy Annual Deductible** is the annual amount **You** pay for **Treatments** covered by this **Policy** and as indicated on **Your** Declarations Page before **We** will begin to reimburse **You**.
32. **Preventive Care** means any **Treatment**, service or procedure, including, but not limited to, physical examinations, **Medications**, **Surgery**, vaccinations, or laboratory procedures, for the purpose of prevention of **Injury** or **Illness** or for the promotion of general health, where there has been no **Injury** or **Illness**.
33. **Pre-existing Condition(s)** means any condition for which any of the following are true prior to the **Original Start Date**, or during any **Waiting Period** under this **Policy**:
    a. a **Veterinarian** provided medical advice; or
    b. the **Pet** received previous **Treatment**; or
    c. based on information from verifiable sources, the **Pet** had signs or symptoms directly related to the condition for which a claim is being made.
34. **Reimbursement Percentage** is the percentage of the covered **Allowable Charge** for which **We** are responsible.
35. **Spaying** means Ovariohysterectomy, or resection of the ovaries and uterus.
36. **Supplies** means any item that is **Medically Necessary**, as determined by the **Veterinarian**, that is safe and effective for its intended use, and that omission would adversely affect the insured **Pet**.
37. **Surgery(ies)** means procedure(s) that treat diseases or **Injuries** by operative, manual, and instrumental treatment**.**
38. **Treatment(s)** means, hospitalization, anesthesia, **Surgery**, X-rays, MRI or CT scans, laboratory tests, nursing, or other care provided and administered by a **Veterinary Provider**.
39. **Undiagnosed** means signs or symptoms of a condition, the cause of which has not been definitively diagnosed or otherwise determined by a **Veterinarian**.
40. **Vaccination(s)** means the administration of an industry-recognized commercial vaccine by a registered licensed **Veterinarian**. The vaccine must be in accordance with the manufacturer's recommendations, following a complete clinical examination, for prevention of disease.
41. **Veterinarian** means a currently licensed Doctor of Veterinary Medicine. **Veterinarian** cannot be **You** or a member of **Your** immediate family.
42. **Veterinary Provider** means a **Veterinarian**, veterinary technician, or veterinary nurse currently licensed in the state, country or territory in which **Treatment** is performed.
43. **Waiting Period** means the time period where **Policy Coverage** is restricted. **Waiting Period** is measured beginning on the **Original Start Date**. For this **Policy**, the time period is one (1) day for **Injuries** caused by an **Accident** and fourteen (14) days for **Illnesses**, except for **Orthopedic Conditions** for dogs, including **Orthopedic illnesses** and **Orthopedic Conditions** caused by an **Accident** where the Orthopedic **Waiting Period** is six (6) months. The **Waiting Period** starts from the **Original Start Date**. Conditions that occur during the **Waiting Period** will be excluded from **Your Policy's Coverage** as **Pre-existing Conditions**. The **Waiting Period** applies to **Coverage** increases and reinstatements, but is waived for **Policy** and Optional **Coverage** renewals. A twelve (12) month **Policy** that becomes effective at the expiration of a thirty (30) day **Policy** is considered a renewal and a **Waiting Period** does not apply, except for **Orthopedic Conditions**.

PART II – CONDITIONS

1. Upon submission of **Your** first **Claim**, **You** agree to obtain or allow the release of all Veterinary records needed to support the **Claim**. **You** also agree, that by purchasing this **Policy**, **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.
3. **You** must arrange for a **Veterinarian** to examine and treat **Your Pet** as soon as possible after it shows **Clinical Signs** of **Injury** or **Illness**.
4. **You** are financially responsible to **Your Veterinary Provider** for payment of all **Treatment**.
5. **Your Pet** must reside with **You** and be under **Your** regular care and supervision at the physical address listed on the Declarations Page.
6. The standard **Orthopedic Condition Waiting Period** for dogs is six (6) months from the **Original Start Date** shown on the Declarations Page for that dog. This **Waiting Period** can be waived by submitting a completed Orthopedic Waiver Form completed by a **Veterinary Provider**. The Orthopedic Exam must be completed and the Orthopedic Waiver Form must be submitted to **Us** within thirty (30) days of the **Policy** effective date.
7. 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.
8. If **You** are renewing a P**olicy** for a:
   a. Dog age eight (8) years or older; or
   b. Cat age ten (10) years or older;

   You must follow **Your Veterinary Provider**'s advice with regard to senior preventive testing.
9. In the original application for this insurance, **You** represented that **Your Pet** was in good health, free of **Illness** or **Injury** as of the effective date of this **Policy**, except for those medical conditions that **You** disclosed in **Your** application. In order to assess a **Claim**, **We** may require full medical records from any **Veterinary Provider** who has treated **Your Pet**.
10. **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.
11. **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.
12. 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** listed below that a **Veterinarian**-recommended vaccine would have prevented:
    a. For dogs: rabies, canine distemper, canine adenovirus (canine viral hepatitis), canine parainfluenza, canine parvovirus and leptospirosis;
    b. For cats: rabies, feline viral rhinotracheitis, feline calicivirus, feline panleukopenia and feline leukemia virus;

PART III – COVERAGE

IF SHOWN ON THE DECLARATIONS PAGE(S), THE FOLLOWING **COVERAGES** APPLY SEPARATELY TO EACH **PET**.

1. **Coverage**

   We will reimburse **You**, subject to **Coinsurance** requirements, for any **Allowable Charges Your Pet** receives in excess of the **Policy Annual Deductible** and **Per Incident Copay** amount, if elected, for **Treatment(s)** performed for conditions that started after the **Waiting Period** and during the **Policy** period, which result from:
   a. **Accidents**, including but not limited to, an automobile **Accident**, ingestion of a foreign body, poisoning, animal bites, and gastric torsion, as well as **Accidents** resulting in dental trauma, burns, and fractures; (if shown as

applicable on the Declarations Page(s)). Orthopedic **Accidents**, including fractures are subject to the **Orthopedic Waiting Period**;

b. **Illnesses**, including but not limited to, **Genetic Conditions**, cancer, and **Chronic Condition**s (if shown as applicable on the Declarations Page(s));
c. **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 **Waiting Period** and **Treatment** required due to **Dental Illness** and **Injury**, subject to **Policy** limitations and exclusions. To receive **Dental Illness Coverage**, **You** must follow **Your Veterinarian's** advice regarding dental care, including but not limited to, an annual dental exam and any related **Treatment** recommendations.
d. If **Your Pet** incurs a **Life-Threatening Injury** and requires immediate life saving **Treatment**, **We** will waive **Your Coinsurance, Policy Annual Deductible** and **Per Incident Copay**, if elected. Normal **Waiting Periods** for **Injury** apply.

Coverage is up to the **Annual Maximum Benefit** or **Covered Incident Limit** as shown on the Declarations Page(s), subject to any **Policy Annual Deductible, Per Incident Copay**, if elected, **and Coinsurance** requirements, subject to **Policy** limits and exclusions.

2. **Benefits**

We will reimburse **You** for:

a. **Surgery;**
b. X-rays, ultrasounds, CT scans, and other diagnostic tests;
c. Medical **Supplies** required to perform covered procedures performed in the **Veterinarian's** office and other medical **Supplies**, such as an Elizabethan collar;
d. Laboratory tests required by **Your Veterinary Provider**;
e. Hospitalization required by **Your Veterinary Provider** and post procedure in-hospital care as is medically standard by **Our** best estimation;
f. **Medications Your Veterinarian** prescribes as part of **Your Pet's Accident** or **Illness Treatment** that started after the **Waiting Period** and during the **Policy** period;
g. Endodontic **Treatment** for dental **Injuries**, such as root canals and crowns, where deemed **Medically Necessary.**
h. **Pet Ambulance** transportation, in the event of an emergency;
i. Euthanasia where necessary for humane reasons;
j. Orthodontic **Treatment** that is **Medically** N**ecessary** due to a covered **Illness** or **Accident**; or
k. **Cured Pre-Existing Conditions.** If **Your Pet** has a **Pre-Existing Condition** that is curable**,** as determined by **Us,** such curable condition will not be subject to the **Pre-Existing Condition** exclusion after the **Pet's** condition is considered **Cured.** A **Pre-Existing Condition** is considered **Cured** once **Your Pet** is free from the curable condition, with no further symptoms present or **Treatment** required, for a period of 365 consecutive days from the date on which the last **Treatment** was received or the date on which symptoms were last present, whichever occurs later. **Genetic Conditions**, **Ligament and Knee Conditions, Orthopedic Conditions**, and **Chronic Conditions** are not considered curable.

3. **Cost Shares**

We will apply the **Per Incident Copay**, if elected**,** and the **Coinsurance** to **Your Allowable Charges** and then pay **Your Claim** subject to **Your Policy Annual Deductible**. Once **Your Policy Annual Deductible** is reached, **We** will pay **Your Claim** subject to **Your Coinsurance**.

The **Per Incident Copay** is separate and distinct from the **Policy Annual Deductible** and **Coinsurance** for which **You** are responsible for. The **Per Incident Copay** is not applied toward satisfying the **Policy Annual Deductible**. When the **Treatment** dates of an **Illness** or **Injury** fall into two or more **Policy** periods, **You** will be required to pay a **Policy Annual Deductible** for each **Policy** period.

4. **Diminishing Deductible**

For each year that **You** are **Claim** free while continuously covered by **Our Policy**, **Your** current **Policy Annual Deductible** will be reduced by $50.00 upon **Policy** renewal until it results in a $0.00 **Policy Annual Deductible**. If a **Claim** is made and **You** receive payment, the **Policy Annual Deductible** will be returned to its original **Policy Annual Deductible** amount for the following renewal term and the process will start over. **Coverage** must be continuous for this rule to apply. This rule does not apply to **Claims** for Preventive Care.

PART IV – EXCLUSIONS

Please read the following exclusions carefully. If an exclusion applies, **We** will not provide **Coverage** under this **Policy** and **You** will not be reimbursed for any cost of **Treatment You** have paid for. **We** do not cover:

1. **Pre-existing Conditions**. This exclusion does not apply to any curable **Pre-Existing Conditions** once they are deemed **Cured,** as described in this **Policy's Benefits** provision.
2. Veterinary expenses or **Treatment** related to, provided in connection with, or resulting directly or indirectly from, a **Pre-Existing Condition**.
3. Veterinary expenses or **Treatment** for a specific type of cancer if the covered **Pet** has received a diagnosis of the same type of cancer at any time prior to the **Pet's Original Start Date** or prior to the end of any applicable **Waiting Period**, regardless of whether the subsequent diagnosis of the same type of cancer is related to the prior diagnosis of the same type of cancer.
4. Veterinary expenses or **Treatment** for any **ligament and knee condition**, if any **ligament and knee condition** occurred at any time prior to the **Pet's Original Start Date** or prior to the end of any applicable **Waiting Period.**
5. Veterinary expenses or **Treatment** for any **Environmental Allergy** and any **Food Allergy** if prior to the **Pet's Original Start Date** or prior to the end of any applicable **Waiting Period**:
    a. a **Veterinarian** provided medical advice related to **Your Pet** regarding any **Environmental Allergy** or **Food Allergy**;
    b. **Your Pet** received **Treatment** for any **Environmental Allergy** or **Food Allergy**; or
    c. **Your Pet** had **Clinical Signs** or symptoms consistent with any **Environmental Allergy** or **Food Allergy**.
6. **Preventive Care** including, but not limited to: preventive (wellness) exams or tests, preventive **Treatment**, tests or diagnostic procedures, **Vaccinations**, flea and other parasite prevention, **Spaying** or **Neutering** (including preventive sterilization **Surgery**, such as for **Treatment** for cryptorchidism, chimerism, or chromosomal abnormalities); unless **You** purchase optional Preventive Care Benefit, as shown on the **Policy** Declarations Page;
7. Physical examination, including costs and/or fees for telephone consultation, unless **You** purchase Optional Office Visit and Exam Fees **Coverage** as shown on the **Policy** Declarations Page;
8. Rehabilitation and Physical Therapy **Treatment(s)**, unless **You** purchase Optional Rehabilitation and Physical Therapy **Coverage** as shown on the **Policy** Declarations Page;
9. **Holistic and Alternative Medications, Behavioral Problems** and any related **Treatment(s)**, training sessions or diagnostics, are excluded, unless **You** purchase optional **Holistic and Alternative** & **Behavioral Problems** coverage as shown on the **Policy** Declarations Page;
10. Air **Ambulance** and non-emergency ground **Pet Ambulance** transportation;
11. The cost of disposing of **Your Pet's** remains, unless **You** purchase optional Final Respects **Coverage** as shown on the **Policy** Declarations Page;
12. The cost of boarding **Your Pet**, unless **You** purchase optional Boarding Fees **Coverage** as shown on the **Policy** Declarations Page;
13. Costs of **Treatments** arising from **Your** decision to pursue a course of **Treatment** other than that which was recommended to **You** by **Your Veterinarian**. Examples include, but are not limited to:
    a. Cost of **Treatments** continued after a **Veterinarian** has recommended a **Pet** be euthanized for humane reasons;
    b. Ignoring a **Veterinarian's** recommendation to amputate a leg, resulting in extra costs associated with **Treatment** of gangrene; and
    c. Ignoring a **Veterinarian's** recommendation to remove an eye, resulting in extra costs associated with chronic eye issues;
14. **Treatment** for any **Injury** or **Illness** deliberately caused by **You**, **Your** family members, anyone living with **You**, or any other persons who have care, custody, or control of **Your Pet**;
15. **Treatment** for **Injury** or **Illness** caused by deliberate endangerment of **Your Pet**, such as organized fighting;
16. Any **Illness** or **Injury** that arises due to repetitive activity that results in **Your Pet** requiring repeated medical **Treatment**. After three (3) separate but similar incidents of such **Claims** during **Your Pet's** lifetime, **Coverage** for these **Illnesses** or **Injuries** would be considered or diagnosed preventable, such as, but not restricted, to foreign body ingestions, porcupine quills, fight/bite wounds/lacerations, motor vehicle **Injuries** and poison ingestions.
17. **Treatment** for **Injury** or **Illness** caused by persistent neglect of **Your Pet**;
18. **Treatment** for any **Injury** or **Illness** resulting from commercial use activities related to racing, personal protection, law enforcement or guarding.
19. Veterinary **Treatment** for **Dental Illness** as specified below:
    a. If **Your Pet** has any signs or evidence of periodontal disease, periodontitis, gingivitis, resorptive lesion(s), tartar or stomatitis prior to the **Original Start Date** or during any applicable **Waiting Periods**;

b. Toothbrushes, toothpastes, dental foods, chews, rinses or preventive dental care, including prophylaxis, at any time or for any reason;
c. Open or closed deep cleaning at any time or for any reason; and
d. Removal of deciduous teeth.

20. Cosmetic, aesthetic, or elective **Surgery,** and any complications arising from such **Surgery**, including tail docking, ear cropping, de-clawing, or any other surgical procedure not related to **Injury** or **Illness**;
21. Natural supplements, vitamins, and all foods, whether prescribed or not, including, but not limited to, Denamarin, Glucosamine, probiotics, shampoo, conditioner, or ear cleaner. If **Your Coverage** includes the Office Visit and Exam Fees Rider, as shown on the **Policy Declarations Page**, this exclusion does not apply to prescription foods; benefits for prescription foods will be subject to the terms, limitations, and conditions shown in the Office Visit and Exam Fees Rider;
22. **Treatments** for any **Illness** for which a vaccine is available for **Your Pet** to prevent such **Illness** and for which **Vaccination** is both recommended by **Your Veterinary Provider** and rejected by **You**.
23. Any administration fees charged by a **Veterinary Provider** or others, including chart set-up fee or for providing information which may be required by **Us**;
24. Veterinary expenses arising from **Treatment** or **Professional Services** performed by **You** or **Your** immediate family member
25. Costs for any **Treatment** for:
    a. Genetic testing or chromosome testing when there are no underlying symptoms, **Injury**, or **Illness**, or when testing is being performed prophylactically to determine the likelihood of developing a certain condition, or disease, or **Illness**;
    b. Screening diagnostics to determine the suitability or categorization of **Your Pet** for breeding or genealogical purposes, including Penn HIP and OFA evaluations, when there are no underlying symptoms, or **Injuries**, or **Illnesses**;
    c. Costs resulting from breeding, pregnancy, whelping or queening, however; costs or fees for **Treatment** arising out of complications resulting from breeding, pregnancy or whelping will be covered if the date of breeding falls after the fourteenth (14th) day after the effective date of **Your** initial **Policy**;
    d. Costs arising from any **Treatment** for reproduction purposes; or
26. Costs arising from cell-replacement therapies.
27. Costs for any and all transplants, including but not limited to organ, tissue, bone marrow or heart valve transplants. This includes any **treatment** or veterinary expenses incurred for any donor animal, whether or not the donor animal is owned by **You**.
28. Costs for any **Treatment** arising from:
    a. Avian or swine flu or any mutant variation;
    b. Intentional slaughter by, or under, the order of any government or public or local authority; or
    c. Epidemics or pandemics as declared by the U.S. Department of Agriculture;
29. Costs for any **Treatment** arising from a nuclear reaction, radiation, radioactive contamination, or the discharge of a nuclear device, whether controlled or uncontrolled, accidentally or otherwise;
30. Costs for any **Treatment** arising from a chemical, biological, bio-chemical, or electromagnetic weapon, device, agent or material whether controlled or uncontrolled, accidentally or otherwise;
31. Costs for any **Treatment** arising from war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped, strikes, riots, or civil commotion;
32. Costs or fees for time and travel expenses to a **Veterinarian's** premises or hospital;
33. **Claims** for veterinary charges, fees, or other related expenses exceeding eligible benefits or because such expenses are in excess of the fees usually charged by the provider being used; and experimental **Treatments**, therapies and **Medication**s including any **Treatment** for a cloned animal or utilizing a cloned animal.
34. Costs or fees for any loss if **You** have not complied with all conditions related to **Coverage** set forth in this **Policy**;
35. Costs or fees for bathing **Your Pet** unless a **Veterinarian** certifies that bathing was **Medically Necessary** and that only a **Veterinarian** or a member of veterinary staff should bathe **Your Pet**;
36. Costs or fees for any form of housing, including cages – rented or bought;
37. Costs or fees arising from any non-veterinary services, including but not limited to:
    a. Federal, state or local taxes;
    b. Waste disposal;
    c. Government fees and surcharges;
    d. Photocopying fees;
    e. Bank fees and credit card charges;
    f. Biohazardous waste fees;

g. OSHA fees; and
h. Maintenance fees;

38. Costs or fees for:
    a. Obedience or training classes, including puppy classes;
    b. Training devices correctional devices, or preventive products; or
    c. The **Treatment** of coprophagia or other eating disorders;
39. Costs or fees for grooming, dematting or grooming supplies;
40. Costs or fees for **Treatment** for house calls, unless a **Veterinarian** certifies them essential in an emergency;
41. Extra costs of fees for treating **Your Pet** outside of usual **Surgery** hours, unless the treating **Veterinarian** certifies that an immediate life-saving consultation is needed; or
42. Costs or fees for Treatments or preventive Treatments for parasites or conditions related to parasites (internal or external) unless there is no preventive medication for the parasite including by not limited to:
    a. Heartworms;
    b. Fleas;
    c. Ticks;
    d. Roundworms;
    e. Tapeworms; or
    f. Hookworms.

PART V – LIMITS OF INSURANCE

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

PART VI - GENERAL PROVISIONS

Paying Your Premiums
Your Policy does not become legally binding until **You** have paid **Your** premium. The premium is payable when **You** take out a new **Policy** and when **You** renew an existing **Policy**. **Your Policy** is an annual contract of insurance with the option to pay annually or monthly. **You** must pay **Your** premiums in full and on time, annually or monthly, to remain covered. Premiums may increase at renewal for benefit increases, age, veterinary cost inflation, and other actuarial changes. Premiums may also change during the **Policy** term for changes in **Your** address, **Your Pet's** details, or other **Policy** parameters.

Reinstatement
If the **Policy** should lapse, **You** may write to us within 30 days to request the reinstatement of the **Policy**. A fee may be required and any outstanding premium is due prior to reinstatement. No Benefits are payable for services provided while the **Policy** was lapsed. In all other respects, **Your** rights and **Our** rights will remain the same as before the **Policy** lapsed, subject to any provisions noted on or attached to the reinstated **Policy**.

Renewal Notice
We will automatically renew this policy at expiration, unless **You** are otherwise notified of cancellation or nonrenewal. **We** may change the premium, policy terms, benefit limits, conditions and/or other policy parameters at renewal. **You** will be notified of all changes within the renewal notice.

Cancellation
You may cancel this **Policy** at any time by emailing or writing to **Us** and stating the future date that **You** wish the cancellation to be effective.

We may cancel this **Policy** at any time within the first sixty (60) days of the **Policy** period. To cancel this **Policy**, **We** will mail a notice of cancellation to the named insured shown on the Declarations Page at the last known address shown in **Our** records. If **We** cancel this **Policy** within the first sixty (60) days after the effective date, notice of cancellation will be mailed at least thirty (30) days, or as applicable by state law, before the effective date of the cancellation.

After this **Policy** has been in effect for more than sixty (60) days, notice of cancellation due to any reason, other than nonpayment of premium, will be mailed at least sixty (60) days, or as applicable by state law, before the effective date of

cancellation.

If **We** cancel this **Policy** at any time due to nonpayment of premium, notice of cancellation will be mailed at least twenty (20) days before the effective date of the cancellation.

After this **Policy** is in effect for more than sixty (60) days, or if this is a renewal or continuation **Policy**, **We** may only cancel for one or more of the following reasons:

a. **You** fail to pay **Your** premium by the due date in accordance with the **Policy** terms;
b. The **Policy** was obtained through intentional fraud, misrepresentation or concealment in **Your** application;
c. **We** have agreed to issue a new **Policy** with the same or an affiliated company;
d. The Department of Insurance of the state governing the **Policy** determines that a continuation of the **Policy** could place **Us** in violation of that state's insurance laws; or
e. **You** fail to comply with the **Policy** terms and conditions in a manner that prejudices or negatively affects **Our** ability to properly assess or evaluate a **Claim** or other material rights **We** have under the **Policy**.

With respect to cancellation, this **Policy** is neither severable nor divisible. If this **Policy** is canceled, **Coverage** will no longer be provided as of the effective date of the cancellation shown on the notice of cancellation.

Cancellation Refund
Upon cancellation, **You** may be entitled to a premium refund. If **You** provide **Us** written notice of cancellation within thirty (30) days of the **Original Start Date** and **You** have made no **Claim**, **We** will refund the premium **You** paid **Us**, and the **Policy** will be canceled.

If **You** have made a **Claim** within thirty (30) days of the effective date, the premiums paid for or allocable to the first month of **Coverage** become fully earned upon the submittal of the **Claim**, and **You** will only receive a refund for any premiums paid for periods beyond the first month.

After the first thirty (30) days of the **Policy** period, **We** will compute any refund due on a daily pro-rata basis.

Nonrenewal
If **We** decide not to renew or continue this **Policy**, **We** will mail notice of non-renewal to the named insured shown on the Declarations Page at the last known address appearing in **Our** records. Notice, including the reason for non-renewal, will be mailed at least sixty (60) days, or as applicable by state law, prior to the end of the **Policy** period.

Misrepresentation, Concealment, or Fraud
This **Policy** is void in any case of fraud, intentional concealment, or misrepresentation of a material fact, by **You** or any other insured, at any time, concerning:

a. This **Policy**;
b. **Your Pet**;
c. **Your** interest in **Your Pet**; or
d. A **Claim** under this **Policy**.

The material fact must be material to the risk or hazard insured against and **We** in good faith would either not have issued the **Policy**, or would not have issued it at the same premium rate, or would not have issued the **Policy** or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to **Us** as required either by the application for the **Policy** or contract or otherwise.

Rights
In the event **We** reimburse a **Claim** contrary to the **Policy** terms and conditions, this payment will not constitute a waiver of **Our** rights to apply the terms and conditions retrospectively as they stand to any paid **Claims** or to any future **Claims** for that or any related condition. **We** reserve **Our** right to recover from **You** any **Claim** settlement paid in error.

Splitting of Charges
In the event an **Allowable Charge** is for both covered and non-covered conditions, the **Allowable Charge** may be split into a covered and a non-covered **Allowable Charge** to calculate **Your Claim** settlement.

Allowable Charges Disputes

If **Your Veterinary Provider** charges an amount for **Treatments** in excess of those typically charged in **Your** geographic area for identical **Treatments** or **Professional Services** or **Treatments** that are not **Medically Necessary**, **We** reserve the right to dispute the amount of the **Allowable Charges** to be reimbursed. Should **We** fail to resolve such disputes to **Your** satisfaction, such disputes shall be resolved by means of the procedures listed in 'Part VIII– Appeals and Complaints' of the **Policy**.

Changes to Coverage
Changes to **Coverage** and adding or removing benefit endorsements are only allowed at policy renewal. In the event **You** choose to increase **Your Pet's Coverage** after the **Original Start Date**, the **Waiting Period** applies as of the date of the **Coverage** change and any **Pre-existing Conditions** will continue to apply. There is no reset for a decrease in **Coverage**. Any requested increases in coverage for this policy must be reviewed and approved by **Us**.

Premium Discounts
The Company may, from time to time at its option, offer Premium discounts to the named insured who meets certain underwriting criteria. These discounts may be altered, changed, modified, revised, discontinued, or terminated at any time by the Company at its discretion, upon thirty (30) days written notice to **You**.

Promotional Offers
Each named insured may receive a one-time per **Policy** period promotional offer, 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.

Liberalization
If **We** adopt any revision that would broaden the **Coverage** under this **Policy** without additional premium prior to or during the P**olicy** period, the broadened **Coverage** will immediately apply to this **Policy**.

Pet Residence Restriction
It is **Your** responsibility to notify **Us** of any change in address. A change in **Your** primary address may result in a change to **Coverage** availability and rates.

Other Insurance
You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this **Policy**. If **You** do, **We** will pay **Our** share of the **Allowable Charges**. **Our** share is the proportion that the applicable Limits of Insurance under this **Policy** bears to the Limits of Insurance of all insurance covering on the same basis.

If there is other insurance covering the same **Allowable Charges**, other than that described above, **We** will pay only for the amount of **Allowable Charges** in excess of the amount due from that other insurance, whether **You** can collect on it or not. Nevertheless, **We** will not pay more than the applicable Limits of Insurance.

It is **Your** responsibility to notify **Us** in the event that other insurance is in force. Failure to do so may be considered concealment and may render **Coverage** provided under this **Policy** null and void and all outstanding **Claims** shall be forfeited and not paid.

Dual Coverage With Us
We will not insure **Your Pet** under more than one **Pet** insurance **Policy** during any **Policy Period**. If **We** find an insured has more than one such **Policy**, **Coverage** will be provided under the plan that has been in force for the longer period of time.

Transfer of Rights of Recovery Against Others to Us
If the insured has rights to recover all or part of any payment **We** have made under this **Policy**, those rights are transferred to **Us**. The insured must do nothing after loss to impair them. At **Our** request, the insured will bring legal action or transfer those rights to **Us** and help **Us** enforce them.

Joint and Individual Interests
If there is more than one named insured on this **Policy**, any named insured may cancel or change this **Policy**. The action of one named insured shall be binding on all persons afforded **Coverage** under this **Policy**.

Transfer
This **Policy** may not be transferred to another person without **Our** written consent.

Period of Insurance and Territory
This **Policy** applies only to **Injuries** and/or **Illnesses** occurring during the **Policy** period shown on the Declarations Page and which occur anywhere in the world. **We** will adjust all **Claims** in US dollars and invoices and medical records must be translated to English and currency converted to US dollars as of the date of **Treatment**.

Electronic Delivery
By accepting the terms of this insurance as evidenced by the payment of premiums, **You** agree that this **Policy**, any endorsements and any notices may be delivered to **You** by electronic mail via the Internet. All **Policy** forms, any endorsements and any notices are available to **You**, at **Your** request, in paper form at no charge to **You**. A copy of **Your Policy** is available on **Our** administrator's website, electronic portal, or proprietary mobile application.

Conformity to State Statutes
When this **Policy's** provisions conflict with the statutes of the state in which this **Policy** is issued, the terms and conditions are amended to conform to such statutes.

Governing Law
This **Policy** is deemed negotiated and entered into in the state in which it was delivered, and any rights, remedies, or obligations provided for in this **Policy**, shall be construed and enforced in accordance with that state.

Policy Endorsements & Declarations Changes
You may request change to the terms of this **Policy**, other than changes to coverage and endorsement limits, at any time prior to the expiration date of the **Policy**. If the change is approved a new **Policy** form will be issued. The new **Policy** will be subject to the **Waiting Period** and the determination of **Pre-existing Conditions**. This rule does not apply to a **Policy** change due to a change of address resulting in a rate change.

Installment Payment
If **You** elect to pay **Your** premium monthly, **We** will charge **You** the non-refundable Installment Fee listed on the Declarations Page. This fee is waived if **You** pay annually.

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.

PART VII – HOW TO FILE A CLAIM

Contact Information

Figo Pet Insurance
200 W Adams St.
Chicago, IL 60606

Claim Procedure
Any **Claim You** make will be assessed fairly, reasonably, and promptly against the information **You** provide and the terms of the **Policy**.

All **Claims** must be submitted and received by **Us** within one hundred eighty (180) calendar days, or as soon as reasonably practicable, of the **Treatment** date or date of the receipt furnished to **You** in connection with such **Professional Services**. **You** must submit a **Claim** form that has been properly completed. A loss is payable within thirty (30) days after **We** receive all necessary documentation. **Coverage** cannot be determined by phone or email communications without a prior complete **Claim** submission.

To submit a Claim:

- Log into **Your** Figo **Pet** Cloud™ from any device
  - Select the "Claims" icon and answer the online questions
  - Upload/attach a copy of **Your** paid invoice and submit **Your Claim**
  - Have **Your Veterinarian** send **Us Your Pet**'s medical records, or
- Fax **Claims** Submission

- Download the **Claims** form and send it to **Us** via email at claims@FigoPetInsurance.com
- Fax the completed **Claim** form to (773) 966-0769

- Call Customer Experience at (844) 738-3446 for assistance with **Your Claim**

Documents Required

- Medical Records: In order to process **Your Claim**, **You** give **Us** permission to gather all medical information for **Your Pet** from all **Your Veterinary Providers**, as **We** deem reasonably necessary. **Your Veterinarian** can email the records to **Your Pet** Cloud directly using **Your** Personal **Pet** Cloud Email Address. The email address is located at the top of the page after **You** log into **Your** account on desktop or mobile. **Your Veterinarian** can also fax the records to (773) 796-4907 or email them to medicalrecords@insurefigo.com.
- Paid Invoice: A paid invoice showing a zero balance is also required for Figo to process a **Claim**.
- **You** must provide all itemized invoices from **Your Veterinary Provider** along with **Your** completed **Claim** form before **We** will reimburse **You**. Save the originals should **We** require them from **You**.
- By submitting a **Claim** for consideration, **You** agree to obtain or allow the release of all Veterinary records needed to support the **Claim**.
- **You** must cooperate with **Us** in the investigation or settlement of the **Claim**.

Upon completion of the **Claim** review **You** will receive an Explanation of Benefits form providing details regarding the determination of the outcome of **Your Claim**. If **You** disagree with the outcome of **Your Claim**, **You** may appeal the decision as described in the following section, 'Part VIII – Appeals and Complaints'.

PART VIII – APPEALS AND COMPLAINTS

Contact Information

Figo Pet Insurance
200 W Adams St.
Chicago, IL 60606

The following describes the process for filing an appeal in the event **You** are not satisfied with the outcome of **Your Claim**. 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. **You** may contact **Us** using the information above.

Appeal Procedure

1. First Appeal
   Upon receipt of **Your** formal appeal or complaint, **We** will contact **You** within five (5) business days to acknowledge receipt of **Your** appeal. **You** will receive a response to **Your** appeal or an appeal status communication within thirty (30) business days. **We** will communicate the status of **Your** appeal in thirty (30) day increments until the appeal review has been completed and a determination has been sent to **You**.

2. Second Appeal
   If **You** disagree with **Our** decision in the first appeal, **You** may request a second review if it is submitted with and supported by additional documentation not previously reviewed.This request must be made within thirty (30) days of the date of the First Appeal decision communication. **We** may, at **Our** own discretion, consult with a **Veterinarian** selected by **Us** and not involved in the handling of **Your** claim, to conduct a review. The Company or its authorized administrator will provide the decision to the named insured upon completion of the review.

3. Complaints
   If **You** disagree with the decision made at any time during the appeal process, **You** have the right to file a complaint with **Your** State Department of Insurance. Please refer to **Your** Individual State Department of Insurance for details and applicable rules and laws.

INDEPENDENCE AMERICAN INSURANCE COMPANY



Gary Levenbach
President



Sammi-Jo Nevin
Secretary