INDEPENDENCE AMERICAN INSURANCE COMPANY

Administrative Offices: P.O. Box 2330, Buffalo, NY 14240

Accident and Illness Coverage

INSURING AGREEMENT

Independence American Insurance Company ("**we**" or "**us**") will provide the insurance described in this policy in exchange for payment of premium by the policyholder ("**you**") when due. Coverage is subject to the terms and conditions described in this policy. Only an endorsement that **we** issue can change or waive the contract terms in this policy. Certain terms are defined. These terms are in bold typeface, and their meanings are listed in the DEFINITIONS section.

The policy is governed by the laws of the state in which it was delivered. If **you** intentionally misrepresent or conceal any material fact, **we** may deny any related claim. **We** may also cancel, invalidate or rescind coverage. The policy will lapse if **you** do not pay **your** premium when due. **You** are financially responsible to **your veterinarian** for services provided. This policy reimburses **you** for **covered expenses** as described for **your pet**.

Independence American Insurance Company and the policyholder have agreed to all terms and conditions of this policy.

Signed for **Independence American Insurance Company** By:

Jon Dubauskas
President

Sammi Jo Nevin
Secretary

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DEFINITIONS

Accident	A sudden, unexpected or unintended action or event with a specific time and place which results in **injury**.
Actual Cost	The standard fees/costs that the treating **veterinarian** charges, and that **you** have a financial obligation to the treating **veterinarian** to pay, after all credits or discounts are applied.
Administrator	The company administering the policy.
Alternative Therapy	**Treatment** that does not generally fall within the realm of conventional **veterinary** medicine as used by the American Association of Rehabilitation Veterinarians (AARV).
Annual Limit	The maximum amount payable during the **policy period** for all **covered expenses**.
Behavioral Problem	An illness **condition**, either social or medical, that results from **your pet's** action, inaction, or temperament that is abnormal, dysfunctional, or unusual, such as but not limited to aggression, dietary indiscretion, excessive chewing or licking, or separation anxiety.
Bilateral Condition	A **condition** that affects both sides of the body.
Chronic Condition	Means a **condition** that can be treated or managed, but not cured.
Condition	**Illness**, disease, **injury** or change to **your pet's** health that may or may not show **symptoms** or have been diagnosed or treated (including but not limited to diagnosed or undiagnosed **pre-existing**, hereditary or congenital **conditions**, **ligament and knee conditions**).
Covered Expenses	The **actual costs** for expenses that are eligible for coverage under **your** policy.
Cured	The point at which a **pet** is free from a **condition**, with no further **symptoms** or **treatment**.
Effective Date	The date **your** policy takes effect as identified on **your** declarations page.
End of Life Expenses	Expenses for euthanasia, burial and cremation only. This does not include funeral expenses, memorial items, urns, caskets, burial plots or burial plot maintenance fees.
General Health Maintenance	A program or procedure planned to prevent **illness**, maintain maximum function or promote health.
Illness	Any sickness, disease, or medical **condition** not caused by an **accident** or **injury**.
Injury	Bodily harm which results directly from an **accident**, independent of an **illness**, while this policy is in force.
Ligament and Knee Conditions	**Conditions** 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. These **conditions** are considered **illnesses** under this policy.

SAMPLE

Occur or **Occurrence**	When signs or **symptoms** related to a **condition** first were observed by any individual, recorded in **your pet's** medical record, or would have been detectable by a routine physical **veterinary** exam.
Pet	Dog or cat described on the declarations page that **you** own and that resides with **you**.
Policy Period	One year as specified on the declarations page.
Pre-Existing Condition	**Illness**, disease, **injury**, or change to **your pet's** health that first **occurs** or shows **symptoms** before coverage is effective or during a **waiting period**. This includes **conditions** that are related to, secondary, or resultant from a **pre-existing condition**.
Prescription Pet Food	A manufactured and tested therapeutic diet with guaranteed analysis and safety standards. A **veterinarian** must prescribe the diet as indicated by the manufacturer for **treatment** of a specific covered medical **condition** for **your** pet. **Prescription foods** eligible under the policy do not include treats, **general health maintenance** diets, whole food and fresh food diets, lightly cooked diets, custom diets, weight loss diets, dental diets, puppy or kitten diets, homemade diets, or raw food diets, even if prescribed, dispensed or recommended by a **veterinarian**.
Prevention/Preventive	**Treatment** for the purpose of avoiding an **illness** or **injury** or for the promotion of general health, where there is no underlying **illness**, **injury** or **symptoms**.
Renewal	Date at the end of each 12-month **policy period** on which **your** existing policy expires and a new policy is issued. Coverage and rates are subject to change at reissuance.
Supplements	A dietary supplement, vitamin, probiotic, or nutraceutical formulated, tested, and manufactured with guaranteed analysis and safety standards to aid as part of the **treatment** of a specific covered medical **condition**. A **veterinarian** must prescribe the supplement. **Supplements** do not include herbs, either in single form or combined with other herbs, Cannabis products (CBD), food products, **general health maintenance** vitamins or **supplements**, or weight loss **supplements**, even if prescribed or dispensed by a **veterinarian**.
Symptom	Any change in **your pet's** state of health, normal function, behavior or appearance, including those that did not require **treatment** at the time of observation.
Treatment	Care that **your veterinarian** administers. This includes but is not limited to anesthesia, consultations, examinations, hospitalization, laboratory tests, nursing, MRI or CT scans, surgery and X-rays.
Veterinarian	A licensed **veterinarian**, **veterinary** technician, assistant or authorized representative under the **veterinarian**'s supervision.
Veterinary	Directly related to professional care that a **Veterinarian** provides.
We, Us and **Our**	Underwriting insurance company, Independence American Insurance Company.
You, Your, Yours	Person or persons named on the declarations page.

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WAITING PERIODS

There is a 14 day waiting period for: diagnosis, **treatment** or surgery related to **accidents**, **illnesses** and **ligament and knee conditions**. The waiting period begins on the first **effective date** of the applicable coverage. Any **condition** that **occurs** during an applicable waiting period is a **pre-existing condition**.

CURED CONDITION ELIGIBILITY

If **your pet's pre-existing condition** is curable and has been **cured** and free from **treatment** and symptoms for a period of 180 days it is a new **occurrence**. This does not apply to **chronic conditions** or **ligament and knee conditions**.

WHAT IS COVERED

We will reimburse **you** the **actual costs** for **covered expenses** that **you** incur during the **policy period** for **your pet**, after subtracting **your** deductible and applying the reimbursement percentage, listed on the declarations page. Reimbursement of **covered expenses** is subject to the **annual limit** listed on **your** declarations page and any other applicable coverage limitations and exclusions.

Accident Benefits

Your policy reimburses **actual costs** for **covered expenses** related to the diagnosis and **treatment** of **injuries** resulting from an **accident**, up to the **annual limit** noted on **your** declarations page. Eligible **accident** expenses are:

a. **Alternative Therapy**, when performed by a **veterinarian** or at a facility with a supervising **veterinarian** on staff, or through referral to an individual certified in **veterinary** rehabilitation.

b. **End of life expenses**

c. Intravenous (IV) fluids and medications

d. Medical supplies (such as but not limited to bandages, casts and splints)

e. MRI or CT scans and X-rays

f. Poison control consultation fees

g. **Prescription pet food** to treat a covered **condition**; not for **general health maintenance**, or **prevention**, even if prescribed or dispensed by a **veterinarian**.

h. Prescription medications prescribed by a **veterinarian** and approved by the Food and Drug Administration (FDA).

i. Stem cell therapy

j. **Supplements** to treat a covered **condition**; not for **general health maintenance**, or **prevention** even if prescribed or dispensed by a **veterinarian**.

k. Surgery and hospitalization

l. Tooth extractions

m. **Veterinary Treatment**, including examinations, consultations and laboratory tests.

Illness Benefits

Your policy also reimburses **actual costs** for **covered expenses** related to the diagnosis and **treatment** of **illnesses**, up to the applicable limits, exclusions and limitations. Eligible **illness** expenses are:

a. Expenses listed above under **accident** benefits when applicable to **illness**.

b. Cancer **treatments** (including but not limited to chemotherapy and radiation **treatment**).

c. **Treatment** for **behavioral problems** if performed by a **veterinarian** or through a written referral by a **veterinarian** to an Applied Animal Behaviorist, Certified Applied Animal Behaviorist (CAAB), Associate Certified Applied Animal Behaviorist (ACAAB) or Diplomat of the American College of **Veterinary** Behaviorists (Dip ACVB).

Microchip Implantation

Your policy covers microchip implantation by a **veterinarian**; not any associated fees for registration, monitoring or renewal.

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WHAT IS NOT COVERED

Exclusions

We will not pay for costs associated with or resulting from the following:

a. Aesthetic, cosmetic, endodontic, or orthodontic dental services such as caps, crowns or crown amputation, fillings, implants and root canals or planing.

b. Anal sac (gland) expression, **treatment**, and/or resection when no infection is present.

c. **Bilateral conditions** of **pre-existing conditions**.

d. Boarding.

e. Breeding, pregnancy, whelping or nursing.

f. **Conditions** that **occur** during a waiting period.

g. Cosmetic and elective prostheses or procedures (including but not limited to claw removal, ear cropping and tail docking).

h. Dental cleanings unless used to treat a covered **illness** or covered by an applicable endorsement.

i. Experimental or investigational **treatment** or medication (including clinical trials) that is not generally accepted in the **veterinary** medical community as effective or proven.

j. Funeral services, necropsy, memorial items, urns, caskets, or burial plots/fees.

k. Grooming or grooming supplies (including but not limited to non-prescription baths, ear cleanings, non-prescription shampoos and nail trims).

l. Herbal and herbal-like products including Cannabis (CBD) and food products.

m. House call fees, time and travel expenses to and from the **veterinarian's** premises or hospital.

n. **Illness** or **injury** that results from intentional, malicious, or grossly negligent activities or from failure to perform actions commonly accepted as responsible **pet** care by **you**, a member of **your** household or a caregiver for **your pet**.

o. **Ligament and knee conditions**, if any **ligament and knee condition occurred** prior to the first **effective date** of the applicable coverage or during a waiting period.

p. Non-medical supplies such as but not limited to toys, leashes, ramps, bedding or other devices intended to prevent **injury** or **illness**, but that do not treat a **condition**.

q. Non-**veterinary** services (including but not limited to administrative fees, medical records expenses, medical waste, discount package or membership fees, postage and tax).

r. 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**.

s. **Pre-existing conditions** that **occurred** on or before the first **effective date** of the applicable coverage or during a waiting period.

t. **Prescription pet food**, **pet** food that is used beyond resolution of **symptoms** for **prevention** or **general health maintenance** (including weight loss) even if prescribed, dispensed, or recommended by a **veterinarian**; dental diets, whole food or fresh food diets, lightly cooked diets, custom diets or limited ingredient diets even if prescribed, dispensed or recommended by a **veterinarian**. **Pet** food that is available without a prescription from a **veterinarian**, commercial diets or treats including foods such as life stages (puppy, senior, etc.), low calorie, sensitive stomach, or urinary support even if dispensed or recommended by a **veterinarian**.

u. **Preventive** care without an **occurrence** (including but not limited to **general health maintenance** diagnostics, laboratory procedures, medications, physical examinations and surgery) unless covered by an applicable endorsement.

v. **Supplements** and vitamins used for **prevention** or **general health maintenance** (including weight loss) even if prescribed or dispensed by a **veterinarian**.

w. Training or training devices.

x. **Treatment** when the **veterinarian** conducting or supervising the **treatment** is **you**, a co-owner on **your** account or an immediate family member.

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y. **Treatment** arising from avian influenza; intentional slaughter by, or under, the order of any government or public or local authority; epidemics or pandemics as declared by the U.S. Department of Agriculture; nuclear reaction, radiation, radioactive contamination or the discharge of a nuclear device, whether controlled or uncontrolled, accidentally or otherwise; chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material whether controlled or uncontrolled, accidentally or otherwise; war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped, strikes, riots, or civil commotion and terrorism.

z. **Veterinary** expenses related to coursing, organized fighting, law enforcement or guarding, personal protection or racing.

aa. **Veterinary** expenses for **treatment** of any **illness**, **injury** or related to any service excluded by the policy as well as secondary, resultant or related complications from such excluded **illness**, **injury** or service.

ab. **Veterinary** expenses or **treatment** for any animal or individual that is not **your pet**.

DEDUCTIBLE AND REIMBURSEMENT PERCENTAGE

Deductible Amount

Your annual deductible amount is listed on the declarations page and applies during each **policy period**. **We** subtract that deductible from **covered expenses** before applying the reimbursement percentage.

Reimbursement Percentage

After the deductible is met, **we** will reimburse a percentage of **covered expenses** identified on the declarations page as reimbursement percentage, subject to any applicable maximum. **You** are responsible for the remainder of **covered expenses** in addition to any amounts not covered by the policy.

CLAIMS

Submit a Claim

So **we** can process **your** claim as quickly as possible, submit **your** claim electronically and include the following information with **your** claim:

- **Your** name, address, contact information, and signature on the claim form.
- A description of the **condition** and **treatment you** are claiming.
- All applicable receipts including an itemized breakdown of the fees incurred for **actual costs** after any discounts or credits.

Failure to provide complete information may result in:

- Denial of **your** claim.
- **You** submitting a new claim with all required details.

Claim forms are available online.

To make a claim, **you** or an authorized representative from **your veterinarian**'s office must fill in the claim form. The claim forms must be submitted along with any itemized invoices for the **actual costs** incurred.

You must submit **your** claim within 270 days from the date of service.

Other Claim Procedures

When **you** submit a claim, **you** authorize **us** and **our administrator** to access all medical information and records that **we** need to assess **your pet's** health and **you** agree to provide **us** with any missing medical information and records. For example, **we** may ask **you** for the name and contact information of any **veterinarian** that has ever seen or treated **your pet**. **You** must also provide proof of identity for **your pet** when **we** request.

If **you** choose, **your veterinarian** can submit a claim on **your** behalf. If **you** so indicate on **your** claim form, **we** can pay the **veterinarian** directly.

Payment of one claim does not guarantee that **we** will pay additional claims.

Our Rights

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 recover from **you** any claim amount incorrectly paid.

SAMPLE

RESOLVE A DISPUTE

If **you** want to dispute a settled claim or other action, follow the steps below.

Step One - Read this policy carefully.

Step Two - To discuss **your** question or dispute, contact the Customer Satisfaction Department during regular business hours.

Step Three - If **your** question or dispute is not resolved in steps one and two, **you** must submit an appeal request in writing. In **your** written appeal request, please include:

- reason for **your** dispute
- claim numbers, medical records and supporting documentation if **your** dispute involves a claim
- other pertinent information that supports **your** position

You will receive a written decision from the Appeals Resolution Team within 30 days from the date all information necessary to investigate and review **your** appeal is received.

A second appeal will be considered if it is submitted with and supported by additional **veterinary** documentation not previously reviewed.

RENEWAL

Unless **you** notify **us** that **you** want to cancel or **we** advise that **your** policy will not be renewed, **we** will automatically issue **you** a new policy at the end of each 12-month **policy period**. Coverage and rates are subject to change at **renewal**. **Your renewal** declarations page will specify the coverage and rates that apply. **You** accept these changes by renewing **your** policy.

We may decide to not renew **your** coverage at the end of any **policy period**. In this case, notice will be sent to **you** in accordance with your state's requirements.

POLICY CANCELLATION

Money Back Guarantee

If **you** provide notice, in accordance with the *When **You** Cancel* provision below, that **you** wish to cancel within the first 30 days from **your** first **effective date**, **we** will refund the premium paid if no **covered expenses** have been applied to **your** deductible or reimbursed.

If **you** submitted a claim during this time period, **we** will refund any premium in accordance with the *When **You** Cancel* section below.

When You Cancel

You must contact **us** via email, telephone or in writing to advise **us** of the future date when this policy is to cancel. **You** can send written notification by email, fax or by mail.

We will refund any premium that **you** have already paid for any period after **your** last date of coverage.

When We Cancel

If **you** fail to pay **your** premium, **we** may cancel **your** coverage at any time. A notice will be sent to **you** providing at least 10 days' notice of **our** intent to cancel or such other time as required by the state of **your** primary address.

We may also cancel **your** coverage by giving **you** at least 30 days notice for any of the following reasons.

a. **You** commit fraud or material misrepresentation when **you** obtain insurance or pursue a claim.
b. **You** perform a willful or reckless act or omission that substantially increases the probability or severity of a covered loss.
c. There is a material change that substantially increases the probability or severity of a covered loss.
d. **Our** continuing coverage risks placing **us** in violation of state insurance laws.

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e. There is a material change that results in **our** inability to continue to provide coverage, such as **you** moving into a state where the policy is not available.

If **you** misrepresented or concealed any material fact that would have affected **our** decision to provide coverage, **we** may cancel, invalidate or rescind **your** coverage. If so, a notice will be sent advising **you** of **our** decision.

Coverage is cancelled, invalidated or rescinded as of the **effective date** that **we** specify. This may include rescission backdated to the original **policy period effective date**.

GENERAL CONDITIONS

Action Against Us - To take any legal action against **us** or **our administrator** under this contract, **you** must have complied with all terms and **conditions** of this policy, including procedures for claim set forth in the *Claims* section and *Resolution Of Disputes* section. **You** have 24 months from the claim settlement date to proceed with an action unless state law requires a longer period.

Change of Ownership - If **we** approve, **your pet's** coverage may be transferred when **you** transfer **pet** ownership by agreement or law.

Conformity to State Statutes - When any provision in this policy conflicts with the statutes of the state in which this policy is issued, that provision is amended to conform to such statutes.

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.

Enrollment Fee – An enrollment fee, listed on the declarations page, will be charged to new customers. Additional **pets** enrolled are not charged this fee.

Excess Insurance Limitation - This policy is excess of all other valid and collectible insurance. If at the time of **treatment**, there is other valid and collectible insurance in place, **we** shall only be liable for the excess of the amount of treatment not covered by the other insurance, and otherwise eligible under this policy.

Installment Payment - If **you** elect to pay **your** premium in installments, **we** will charge **you** the non-refundable transaction fee listed on the declarations page. This fee is waived if **you** pay annually.

More than One Policyholder - If there is more than one policyholder, any policyholder may cancel or change this policy. Such action is binding on any and all policyholders.

Pet Residence Restriction - **Your pet** must reside with **you** at the primary address listed on the declarations page. 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.

Policy Changes - 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 will not be considered continuous coverage. A new enrollment will result in new waiting periods. Additionally, **conditions** that **occur** prior to this new enrollment will be considered **pre-existing**.

Promotional Items - From time to time, **we** may offer promotional items to show customer appreciation. Examples of such items are discounts, gift cards, related services and merchandise. The value of the promotional item will not be more than allowed by the state of **your** primary address.

Territory - To be eligible under this policy, **covered expenses** must be incurred during the **policy period** within the United States, its territories (Guam, Puerto Rico, and the U.S. Virgin Islands) and Canada.

Non-Insurance Services - **We** may offer **pet** related non-insurance services for **your pet**, in addition to the insurance benefits. **You** will be notified of the availability and details.

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INDEPENDENCE AMERICAN INSURANCE COMPANY

Administrative Office: P.O. Box 2330, Buffalo, NY 14240

AMENDATORY ENDORSEMENT

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

The following is added to **GENERAL CONDITIONS**:

Prescription Drug Discounts
The Company may provide access to preferred providers for prescription drugs at discounted prices.

This Amendatory Endorsement is endorsed and made part of the policy to which it is attached as of **our** 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 Rider. Nothing in this 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 Endorsement to be signed by its President.

INDEPENDENCE AMERICAN INSURANCE COMPANY

Jon Dub[illegible]skas, Pre[illegible]ident

SAMPLE

INDEPENDENCE AMERICAN INSURANCE COMPANY

Administrative Office: P.O. Box 2330, Buffalo, NY 14240

AMENDATORY ENDORSEMENT

Notwithstanding anything in **your policy** to the contrary, it is hereby understood and agreed that **your policy** to which this endorsement is attached is amended as follows:

The following is added to **GENERAL CONDITIONS**

Special Promotions for Partner Referrals: From time to time, the insurance agent or producer may advertise special promotions or offer the Policyholder free gifts, such as rewards and incentives of nominal value, for customer referrals or if the Policyholder recommends a person to Us that purchases a policy. Such special promotions will be offered in compliance with any applicable laws.

Partner Promotional Items: From time to time, the insurance agent or producer may offer certain promotional items to show customer appreciation. Such promotional items include, but are not limited to: discounts, gift cards, coupons, gift certificates, related services, or items of merchandise, including a promotional item at the time of the policy purchase. Such promotional items will be offered in compliance with any applicable laws.

Partner Value-Added Services: From time to time, the insurance agent or producer may offer value-added benefits or services relating directly to this coverage that may assist in the servicing of the Policy, mitigate loss, or provide loss control that aligns with the risks of this Policy. Such benefits or services will be offered in compliance with any applicable laws.

This amendatory endorsement is endorsed and 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 rider. Nothing in this 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 Endorsement to be signed by its President.

INDEPENDENCE AMERICAN INSURANCE COMPANY

Jon Dubauskas

Jon Dubauskas, President

SAMPLE

Independence American Insurance Company

Administrative Office: P.O. Box 2330, Buffalo, NY 14240

KANSAS AMENDATORY ENDORSEMENT

This amendatory endorsement is attached to and made a part of the policy issued to the insured. The provisions of this amendatory endorsement are effective on the **effective date** and will expire concurrently with the policy, unless otherwise terminated.

POLICY CANCELLATION

When You Cancel provision is amended to add the following:

The refund will be issued within 10 days after cancellation.

When we Cancel provision is amended as follows:

If **your** policy has been in effect for 90 days **we** may cancel **your** policy for the following:

a. Nonpayment of premium;

b. The policy was issued because of a material misrepresentation;

c. Any insured violated any of the material terms and conditions of the policy;

d. Unfavorable underwriting factors, specified to the insured, exist that were not present at the inception of the policy;

e. A determination by the commissioner that continuation of coverage could place the insurer in a hazardous financial condition or in violation of the laws of this state; or

f. A determination by the commissioner that the insurer no longer has adequate reinsurance to meet the insurer's needs.

General Conditions - Action Against Us has been replaced with the following:

To take any legal action against **us** or **our administrator** under this contract, **you** must have complied with all terms and conditions of this policy, including procedures for claim set forth in the *Claims* section and *Resolution Of Disputes* section. **You** have 5 years from the claim settlement date to proceed with an action unless state law requires a longer period.

If there is a conflict between the policy and this endorsement, the terms of this endorsement will govern. All other terms and conditions of the policy remain unchanged.

Signed for **Independence American Insurance Company** By:

Jon Dubauskas
Chairman and CEO

Sammi Jo Nevin
Secretary

SAMPLE