Sample Policy

Spot Pet Insurance

Underwritten by Independence American Insurance Company
**INDEPENDENCE AMERICAN INSURANCE COMPANY**

**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.

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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<tr>
<td><strong>DEFINITIONS</strong></td>
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</tr>
<tr>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td><strong>Accident</strong></td>
<td>A sudden, unexpected or unintended action or event with a specific time and place which results in injury.</td>
</tr>
<tr>
<td><strong>Actual Cost</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Administrator</strong></td>
<td>The company administering the policy.</td>
</tr>
<tr>
<td><strong>Alternative Therapy</strong></td>
<td>Treatment that does not generally fall within the realm of conventional veterinary medicine as used by the American Association of Rehabilitation Veterinarians (AARV).</td>
</tr>
<tr>
<td><strong>Annual Limit</strong></td>
<td>The maximum amount payable during the policy period for all covered expenses.</td>
</tr>
<tr>
<td><strong>Behavioral Problem</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Condition</strong></td>
<td>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).</td>
</tr>
<tr>
<td><strong>Covered Expenses</strong></td>
<td>The actual costs for expenses that are eligible for coverage under your policy.</td>
</tr>
<tr>
<td><strong>Cured</strong></td>
<td>The point at which a pet is free from a condition, with no further symptoms or treatment.</td>
</tr>
<tr>
<td><strong>Effective Date</strong></td>
<td>The date your policy takes effect as identified on your declarations page.</td>
</tr>
<tr>
<td><strong>End of Life Expenses</strong></td>
<td>Expenses for euthanasia, burial and cremation only. This does not include funeral expenses, memorial items, urns, caskets, burial plots or burial plot maintenance fees.</td>
</tr>
<tr>
<td><strong>General Health Maintenance</strong></td>
<td>A program or procedure planned to prevent illness, maintain maximum function or promote health.</td>
</tr>
<tr>
<td><strong>Illness</strong></td>
<td>Any sickness, disease, or medical condition not caused by an accident or injury.</td>
</tr>
<tr>
<td><strong>Injury</strong></td>
<td>Bodily harm which results directly from an accident, independent of an illness, while this policy is in force.</td>
</tr>
<tr>
<td><strong>Ligament and Knee Conditions</strong></td>
<td>Conditions involving a ligament, patella, meniscus or soft tissue disorder of the knee. These are considered bilateral and related, regardless of cause; meaning an occurrence on one side of the body affects both sides of the body.</td>
</tr>
<tr>
<td><strong>Occur or Occurrence</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Pet</strong></td>
<td>Dog or cat described on the declarations page that you own and that resides with you.</td>
</tr>
<tr>
<td><strong>Policy Period</strong></td>
<td>One year as specified on the declarations page.</td>
</tr>
</tbody>
</table>
### 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, puppy or kitten diets, homemade diets, or raw food diets, even if prescribed, dispensed or recommended by a veterinarian.

### Prevention/Preventative

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 ligament and knee conditions.
WHAT IS COVERED

We will reimburse you the actual costs for covered expenses that you incur during the policy period, 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.
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.

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. Boarding

d. Breeding, pregnancy, whelping or nursing.

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

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

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

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

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

j. Grooming or grooming supplies (including but not limited to non-prescription baths, ear cleanings, non-prescription medications, physical examinations and surgery) unless covered by an applicable endorsement.

k. Herbal and herbal–like products including Cannabis (CBD) and food products.

l. House call fees, time and travel expenses to and from the veterinarian’s premises or hospital.

m. 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.

n. 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.

o. 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.

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

q. Organ or heart valve transplants.

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

s. 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; 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.

t. 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.

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

v. Training or training devices.

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

x. 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.

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

**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.

RESOLVE A DISPUTE

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

1. Read this policy carefully.
2. To discuss your question or dispute, contact the Customer Satisfaction Department during regular business hours.
3. 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:

   - The 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, at least 60 days before your coverage ends, we will mail written notice to you at your address as shown on the declarations page.

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.

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.

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.
Preventive Care Amendatory Endorsement

Policy Number: SP7992607
Preventive Care: Gold
Name of Pet Insured: Winston

Effective Date: 08/10/2023
Expiration Date: 08/10/2024 at 12:01 a.m.
Standard Time at Your Primary Address

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

You must continue to pay premiums both for the base policy and this endorsement during the policy period. Defined terms are bold typeface in this endorsement. You can find their meanings in the DEFINITIONS section of your policy.

WHAT IS COVERED

We will reimburse you for covered expenses that you incur during the policy period up to the lesser of the allowable maximum amount or the amount charged for the covered procedure. We will only pay for procedures provided by a veterinarian that are listed in the Preventive Care option you have selected listed on your declarations page.

<table>
<thead>
<tr>
<th>Exams, Medications, Procedures</th>
<th>Annual Maximum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dental Cleaning</td>
<td>$100.00</td>
</tr>
<tr>
<td>Wellness Exam</td>
<td>$50.00</td>
</tr>
<tr>
<td>Deworming</td>
<td>$20.00</td>
</tr>
<tr>
<td>Dog Heartworm or Cat FELV Test</td>
<td>$20.00</td>
</tr>
<tr>
<td>Fecal Test</td>
<td>$20.00</td>
</tr>
<tr>
<td>Vaccinations/Titors</td>
<td>Annual Maximum Amount</td>
</tr>
<tr>
<td>Dog DHLPP or Cat FVRCP Vaccine/Titer</td>
<td>$20.00</td>
</tr>
<tr>
<td>Rabies and/or Dog Lyme or Cat FIP Vaccine/Titer</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

GENERAL CONDITIONS

Endorsement Changes – You may change the endorsement coverage by selecting a different option at renewal.

Endorsement Cancellation – You may cancel endorsement coverage at renewal.

During the policy period, you will not be able to cancel this endorsement unless your base policy is also cancelled. If Preventive Care benefits were received, any endorsement premium that you have already paid beyond your last date of coverage will be refunded pro rata. This endorsement is subject to all other terms, conditions, and exclusions of your policy. Attach this endorsement to your policy.

Jon Dubauskas, President
Preventive Care Amendatory Endorsement

Policy Number: SP792607  
Preventive Care: Platinum  
Name of Pet Insured: Winston  
Effective Date: 08/10/2023  
Expiration Date: 08/10/2024 at 12:01 a.m.  
Standard Time at Your Primary Address

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

You must continue to pay premiums both for the base policy and this endorsement during the policy period. Defined terms are in bold typeface in this endorsement. You can find their meanings in the DEFINITIONS section of your policy.

WHAT IS COVERED

We will reimburse you for covered expenses that you incur during the policy period up to the lesser of the allowable maximum amount or the amount charged for the covered procedure. We will only pay for procedures provided by a veterinarian that are listed in the Preventive Care option you have selected listed on your declarations page.

<table>
<thead>
<tr>
<th>Exams, Medications, Procedures</th>
<th>Annual Maximum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dental Cleaning or Spay/Neuter</td>
<td>$150.00</td>
</tr>
<tr>
<td>Wellness Exam</td>
<td>$50.00</td>
</tr>
<tr>
<td>Flea/Heartworm Prevention</td>
<td>$25.00</td>
</tr>
<tr>
<td>Deworming</td>
<td>$25.00</td>
</tr>
<tr>
<td>Health Certificate</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tests</th>
<th>Annual Maximum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dog Heartworm or Cat FELV Test</td>
<td>$25.00</td>
</tr>
<tr>
<td>Urinalysis</td>
<td>$25.00</td>
</tr>
<tr>
<td>Blood Test</td>
<td>$25.00</td>
</tr>
<tr>
<td>Fecal Test</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vaccinations/Titers</th>
<th>Annual Maximum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dog Bordetella or Cat FELV Vaccine/Titer</td>
<td>$25.00</td>
</tr>
<tr>
<td>Dog DHLP or Cat FVRCP Vaccine/Titer</td>
<td>$25.00</td>
</tr>
<tr>
<td>Rabies and/or Dog Lyme or Cat FIP Vaccine/Titer</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

GENERAL CONDITIONS

Endorsement Changes – You may change the endorsement coverage by selecting a different option at renewal.

Endorsement Cancellation – You may cancel endorsement coverage at renewal.

During the policy period, you will not be able to cancel this endorsement unless your base policy is also cancelled. If Preventive Care benefits were received, any endorsement premium that you have already paid beyond your last date of coverage will be refunded pro rata. This endorsement is subject to all other terms, conditions, and exclusions of your policy. Attach this endorsement to your policy.

Jon Dubauskas, President

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