

DIRECT ALL INQUIRES AND CLAIMS TO: DVM Insurance Agency:
101 California Street, 9th Floor, Suite 900 • San Francisco, CA 94111 • 1-800-540-2016 • 1-714-989-0555

VBW-I COVERAGE FORM

1. INSURING AGREEMENT

We will provide the insurance described in this policy in return for **your** premium payment when due and compliance with all policy provisions. **We** will pay **covered veterinary expenses** that **you** incur during the policy term for the prevention, diagnosis, or treatment of **your pet's condition** provided to **your pet** during the policy term. Benefit payments are subject to all exclusions, limitations and conditions of this insurance policy.

2. DEFINITIONS

We define words or phrases in **your** policy. **We** identify these terms with bold typeface. Any veterinary medical terms or phrases not defined in this policy will be interpreted as defined in the most recent edition of Blood D.C., Studdert V.P., Gay C.C., *Saunders Comprehensive Veterinary Dictionary*. London, UK: W.B. Saunders.

- A. **Chronic condition** means a **condition** that can be treated or managed, but not **cured**.
- B. **Condition** means an **illness** or **injury** that **your pet** contracts or incurs that may result in **veterinary expenses**, for treatment or procedures required to manage the **condition**.
- C. **Covered veterinary expenses** means reasonable and necessary **veterinary expenses** that **you** incur for **veterinary services** that are eligible for payment under this policy.
- D. **Cured** means the condition is eliminated and has no effect on **your pet** so that **your pet** is fully restored to normal health without any further treatment or management.
- E. **Drug** or **drugs** means medication or other substance administered as an injectable, orally, topically, rectally, or through inhalation and is undergoing clinical trials for or approved by the U.S. Food and Drug Administration (FDA) or the Environmental Protection Agency (EPA) that is used to treat an eligible **condition**.
- F. **Family member** means a person living in **your** household or a person who is related by blood, marriage or adoption whether living in your household or not.
- G. **Illness** means any **condition** caused by or associated with disease, including pregnancy.
- H. **Injury** means physical damage to **your pet's** body caused by an unforeseen physical action or force outside **your pet's** body.
- I. **Nutritional supplement** means oral or injectable dietary supplements, including vitamins and nutraceuticals, **prescribed** to treat a **condition** that is covered by **your** policy.
- J. **Pet** means the animal identified on the Declarations Page or Renewal Certificate of this policy.
- K. **Pet insurance** means property insurance that provides coverage for accidents and illnesses of pets.
- L. **Pre-existing condition** means a **condition** for which any of the following are true prior to the effective date of a **pet insurance** policy or during a **waiting period**: A. A **veterinarian** provided medical advice regarding the **condition**; B. The **pet** received previous treatment for the condition; 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.

- M. Prescribed** means: (1) directly provided by; or (2) authorized by written instruction of a **veterinarian**.
- N. Prescription pet food** means a manufactured pet diet formulated to be used in a diagnostic or therapeutic setting which has modifications of nutrient concentrations outside the current Association of America Feed Control Officials (AAFCO) guidelines for healthy pets. **Prescription pet food** is **prescribed** solely to treat or manage a **condition** that is covered by **your** policy and is available exclusively through **your veterinarian**, or by prescription from **your veterinarian**.
- O. Spouse** means **your** husband, wife or domestic partner under the law of **your** state of residence, who lives with **you** at the address shown on the Declarations Page or Renewal Certificate of **your** policy.
- P. Veterinarian** means an individual who holds a valid license to practice veterinary medicine from the appropriate licensing entity in the jurisdiction in which the individual practices.
- Q. Veterinary expenses** means the costs associated with medical advice, diagnosis, care or treatment provided by a **veterinarian**, including, but not limited to, the cost of **drugs prescribed** by a **veterinarian**.
- R. Veterinary services** means medical advice, diagnosis, care or treatment provided by a **veterinarian** who has physically examined **your pet**, including, but not limited to, the administration of **drugs, nutritional supplements** or **prescription pet food**.
- S. Void** means to declare that this policy is no longer in force or effect.
- T. Waiting or affiliation period** means the period of time specified in a **pet insurance** policy that is required to transpire before some or all of the coverage in the policy can begin.
- U. We, us or our** means the company providing this insurance.
- V. You or your** means the **pet** owner listed on the Declarations Page or Renewal Certificate of this policy.

3. POLICY TERM

Your policy is effective during the dates and times shown on **your** Declarations Page or Renewal Certificate. **Your** policy only applies to **covered veterinary expenses** that **you** incur during the policy term due to **your pet's condition** that occurs while **your** policy is in effect.

4. BENEFIT PROVISIONS

- A. We** list **your** deductible and coinsurance percentage on **your** Declarations Page or Renewal Certificate. **Your** deductible applies once in each policy term.
- B. We** will pay **covered veterinary expenses** that **you** incur during the policy term, subject to **your** deductible, coinsurance percentage, and annual term limits. **We** will not pay any amount unless **your covered veterinary expenses** exceed **your** deductible. After you meet your deductible, **we** will: (1) apply **your** coinsurance percentage to the **covered veterinary expenses** that exceed **your** deductible; and (2) pay the resulting amount up to the policy limits shown on **your** Declarations Page.
- C. We** list **your** annual term limit on **your** Declarations Page. **Your** annual term limit applies to each policy term. **We** will not pay more than the annual term limit in each policy term.

5. ADDITIONAL COVERAGE

We will pay each of the Additional Coverage benefits listed below only once per policy term, up to the limits of the Additional Coverage amounts listed within sections **5.A.** through **5.D.** The additional coverage provided in this section does not increase the maximum amount payable in each policy term. Benefit payments will be subject to **your** deductible, co-insurance percentage, and annual term limits as shown on the Declarations Page of **your** policy.

A. Boarding or Kennel Fees

We will pay for costs **you** incur during the policy term associated with boarding **your pet** at a licensed kennel to look after **your pet** while **you** or a **family member** is hospitalized as a result of sickness or disease. This coverage is limited to a maximum annual benefit of five hundred dollars (\$500). **You** must submit certification of hospitalization from the attending physician and/or hospital that treated **you** or **your family member**; and submit the itemized receipt from the licensed kennel including proof of payment.

We will not pay any benefits if **you** or **your family member** is admitted to a hospital for less than forty-eight (48) hours.

B. Advertising and Reward

We will pay for costs **you** incur for advertising or offering a reward if **your pet** is stolen or strays during the policy term. This coverage is limited to a maximum annual benefit of five hundred dollars (\$500). **You** must send **us** a completed claim form along with all itemized receipts for costs associated with advertising and reward.

We will not pay any benefits for any reward not supported by a signed receipt giving the full name, phone number and address of the person who found **your pet**; any reward paid to any resident of **your** household, a **family member**, a person employed by **you**, or known by **you**; and any reward resulting from **your** neglect or deliberate concealment of **your pet**.

C. Loss Due to Theft or Straying

We will pay the price **you** paid for **your pet**, up to the maximum benefit of five hundred dollars (\$500), if **your pet** is stolen or goes missing during the policy term and is not found. If **you** did not pay for **your pet**, or have no formal proof of how much **you** paid in the form of an original receipt, **we** will pay **you** one hundred fifty dollars (\$150). **Your** policy will be cancelled and **we** will refund any unearned premium on a prorated basis. **You** must send **us** a completed claim form including the original receipt for the price **you** paid for **your pet** if **your pet** has not been found within sixty (60) days.

We will not pay any benefits if **you**, or the person looking after **your pet**, freely parts with **your pet**.

D. Mortality Benefit

We will pay **covered veterinary expenses** that **you** incur during the policy term for fees associated with the death of **your pet** due to **injury** or **illness**. **We** will pay for: (1) a **veterinarian** to humanely euthanize **your pet**; (2) cremation and burial expenses; and (3) the price **you** paid for **your pet** up to the maximum benefit of \$1,000. If **you** did not pay for **your pet**, or have no formal proof of how much **you** paid in the form of an original receipt, **we** will pay **you** one hundred fifty dollars (\$150). **Your** policy will be cancelled and **we** will refund any unearned premium on a prorated basis. **You** must send **us** a completed claim form including the original receipt for **veterinary expenses**; and the original receipt for the price **you** paid for **your pet**.

We will not pay for the price **you** paid for **your pet** if **your** dog was eight years of age or older, or **your** cat was ten (10) years of age or older at the time of death, and died or was euthanized due to an **illness**; and **your veterinarian** is not able to verify the death of **your pet** or sign the claim form.

6. WHAT WE DO NOT COVER—EXCLUSIONS

We will not pay for:

A. Any veterinary services or veterinary expenses related to a pre-existing condition.

- B. Diagnosis or treatment of any **condition** identified as an Additional Excluded **Condition** on the Declarations Page or Renewal Certificate of **your** policy.
- C. Diagnosis or treatment of any complication or progression of any **condition** or procedure excluded by this policy.
- D. **Veterinary services** or **veterinary expenses** related to any **treatment** that was performed prior to the effective date of this policy.
- E. Diagnosis or treatment of any **condition** caused intentionally by **you** or any other resident of **your** household.
- F. Any behavioral training, therapy or treatment that is: (1) not **prescribed** by a licensed **veterinarian**; or (2) pet obedience training.
- G. Dietary or **nutritional supplements** used to preserve or improve general nutrition or health, even if **prescribed** by a **veterinarian**.
- H. **Pet** foods or commercial pet diets that are used to preserve or improve general nutrition or health and can be purchased without a prescription, including foods such as: life stages (puppy, senior, etc.), low calorie, sensitive stomach, or limited ingredients, even if recommended by a **veterinarian** for treatment of **your pet's condition**.
- I. Boarding (except as described in section 5.A.), storage, transportation and grooming, including services such as nail trims or bathing.
- J. Fees or other expenses for pet services and supplies not **prescribed** by **your veterinarian** to prevent, diagnose or treat **your pet's condition**.
- K. Fees or other expenses not directly related to **veterinary services**, including fees or expenses incurred for items such as: (1) waste disposal; (2) record access or copying; (3) any license or certification, except a state or federal health certificate provided to **you** by **your veterinarian**; (4) compliance with any government rule or regulation; (5) any tax; or (6) any charge assessed by any bank, credit card company or other financial institution.
- L. Diagnosis or treatment that is experimental, investigational or otherwise not within the standard of care accepted by the veterinary medical board of **your** state.
- M. Diagnosis or treatment of any **condition** caused directly or indirectly by war, rebellion, insurrection, or any release of nuclear radiation or radioactive contamination.

7. YOUR DUTIES

- A. **We** ask **you** to provide **us** with prompt (i.e., within ninety (90) days of **your pet's** first treatment for any **condition**) notice of a claim. Delayed submission of **your** claim may prevent **us** from fairly or accurately adjusting **your** claim and may be grounds for denial
- B. **You** must submit complete and legible claim forms to **us** and include itemized receipts for **veterinary expenses** that identify **your pet** by name.
- C. **You** must provide **us** with all medical records or requested documentation from the attending **veterinarian** relating to **your pet's** health upon **our** request. **You** agree to submit **your pet** to examination by a **veterinarian** selected by **us** upon **our** request. **You** authorize **us** to obtain medical records, at our option, directly from **you** or from all **your** pet's **veterinarian(s)**.
- D. **You** must reasonably protect **your pet** from aggravation of any **condition**.
- E. Upon payment of benefits, **we** will be subrogated to **your** rights of recovery from any other party.

- F. It is agreed that, unless otherwise notified by **you**, all documents and communications regarding this policy, its endorsements and any notices may be delivered to **you** by electronic mail using the e-mail address associated with **your** account, except documents required to be delivered by another method. It is further agreed that it is **your** responsibility to keep **your** contact details, including e-mail, telephone and postal address, current and correct.

8. OTHER INSURANCE

- A. If **your pet** is covered by more than one policy issued by **us**, **we** will not pay more than the highest amount payable under any one policy.
- B. This insurance is excess over any other insurance covering **your pet** that is provided by a policy issued by any other insurance company, whether collectable or not.

9. TERMINATION OF INSURANCE

- A. **Your** policy will lapse if **you** do not pay **your** premium when due.
- B. **We** may cancel **your** policy by sending written notice to **you** at **your** most recent address in **our** records. **We** will send **you** this notice ten (10) days before **we** cancel **your** policy, or at the time required by the law of **your** state of residence.
- C. **You** may cancel **your** policy at any time by notifying **us** in writing. If either **you** or **we** cancel **your** policy, **we** will refund any unearned premium on a prorated basis.

10. ASSIGNMENT OR TRANSFER OF POLICY

- A. **You** may not transfer or assign this policy in whole or in part.
- B. **Your** policy will transfer to **your** legal representative or surviving **spouse** upon **your** death.

11. CHANGES AND LIBERALIZATION

- A. This policy contains all the agreements between **you** and **us**. Its terms cannot be changed except by endorsement or rider issued by **us**.
- B. **You** or **your spouse** may request changes to **your** policy. Any change **we** make due to a request by **you** or **your spouse** is binding on all persons who have any interest under **your** policy.
- C. If **we** revise this policy and broaden **your** coverage without charge, **you** will receive the broader coverage as soon as **we** make the revision.
- D. **We** may make changes to **your** policy. If **we** do, **we** will send **you** written notice thirty (30) days before the end of the current policy term or at the time required by the law of **your** state of residence. **You** accept these changes by renewing **your** policy.

12. REVIEW

You may request a review:

- A. If **we** deny **your** claim in whole or in part. Claim review requests should be submitted within one calendar year of claim adjudication.
- B. To ask that **we** remove an Additional Excluded **Condition** listed on the Declarations Page or Renewal Certificate of **your** policy.

You must submit **your** review request in writing indicating the reason for the review **You** must provide **us** with all medical records from **your veterinarian**. If **your** request for review involves an Additional Excluded **Condition**, **you** must provide **us** with medical records or other documentation from **your veterinarian** demonstrating the **condition** was **cured** at least six months before the date of **your**

request. **Chronic conditions** are not eligible for removal. **We** will perform a singular review when all medical records relating to the **condition(s)** are provided to **us** and all review decisions are final unless new relevant medical information is provided.

13. SUIT AGAINST US

You may not bring a legal action against **us** unless **you** have complied with all provisions of this policy. **You** must begin any legal action against **us** within one year of **your pet's** first treatment for any **condition** identified in **your** legal action.

14. DECLARATIONS

By accepting this policy, **you** agree that all the statements in **your** application and the declarations are true and that **you** have provided **us** with all material information about **your pet**. **You** agree that this policy and any endorsements or riders issued to **you** is the entire and only agreement between **you** and **us**.

15. FRAUD AND CONCEALMENT

We will **void your** policy from its inception if **we** discover that **you** have misrepresented or omitted any material fact and **we** relied on **your** misrepresentation or omission in issuing this policy to **you**. **We** may deny **your** claim and **void your** policy if **you** conceal material information or make any material misrepresentation in **your** claim.

16. INSTALLMENT PAYMENT SERVICE CHARGE

If **you** elect to pay **your** premium in installments, other than payroll deductions, **we** will charge **you** the installment fee listed on the Declarations Page or Renewal Certificate of **your** policy, per each installment payment.