VETERINARY PET INSURANCE COMPANY
1800 E. Imperial Hwy
Brea, CA 92821

DIRECT ALL INQUIRES AND CLAIMS TO:
DVM Insurance Agency: 1800 E. Imperial Highway, Suite 145 • Brea, CA 92821 • 800-540-2016 • 714-989-0555

VB-II 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 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.

C. **Covered veterinary expenses** means expenses for reasonable and necessary **veterinary expenses** that **you** incur for **veterinary services** that are eligible for payment under this policy.

D. **Cured** means eliminated and having 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 undergoing clinical trials for or approved by the U.S. Food and Drug Administration (FDA) that is used to treat a **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 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 an individual or group insurance policy that provides coverage for **veterinary expenses**.

L. **Preexisting condition** means any **condition** for which a **veterinarian** provided medical advice, the **pet** received treatment for, or the **pet** displayed signs or symptoms consistent with the stated **condition** prior to the effective date of a **pet insurance** policy or during any **waiting period**.

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

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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 Veterinary Medical Board pursuant to Chapter 11 (commencing with Section 4800) of Division 2 of the Business and Professions Code or other appropriate licensing entity in the jurisdiction in which he or she 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, **drugs**, **nutritional supplements** and **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.

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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 and coinsurance percentage. **We** will not pay any amount unless **your covered veterinary expenses** exceed **your** deductible. If they do, **we** will: (1) apply **your** coinsurance percentage to the **covered veterinary expenses** that exceed **your** deductible and (2) pay the resulting amount.

C. **We** will not pay more than $7,500 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 5A through 5D. 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 and coinsurance percentage 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 injury or illness. This coverage is limited to a maximum annual benefit of $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.

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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 $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**; or 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 $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** $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** $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 (8) years of age or older or **your** cat was ten (10) years age or older at the time of death and died or was euthanized due to an **illness**; or **your veterinarian** is not able to verify the death of **your pet** and sign the claim form.

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6. WHAT WE DO NOT COVER-EXCLUSIONS

We will not pay for:

A. Diagnosis or treatment of any **preexisting 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** excluded by this policy.

D. Diagnosis or treatment of any **condition** caused intentionally by **you** or any other resident of **your** household.

E. Any behavioral training, therapy or treatment that is: (1) not **prescribed** by a licensed **veterinarian** or (2) pet obedience training.

F. Tooth hygiene or appearance including, but not limited to: teeth cleaning and polishing.

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 5A), storage, transportation and grooming, including services such as: nail trims, or bathing.

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J. Routine or preventive treatments or procedures, including, but not limited to: vaccines, spay or neuter, or flea control.

K. Diagnostic tests for **conditions** or procedures excluded by this policy.

L. Fees or other expenses for pet services and supplies not **prescribed** by **your veterinarian** to diagnose or treat **your pet's condition**.

M. 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, (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.

N. Diagnosis or treatment that is experimental, investigational, or otherwise not within the standard of care accepted by the veterinary medical board of **your** state.

O. 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 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.

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 email 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 email, telephone and postal address, current and correct.

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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 days before **we** cancel **your** policy or at the time required by the law of **your** state of residence. **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.

C. **You** may return **your** policy to **us**, or the agent through whom **your** policy was purchased, at any time within thirty days following the effective date of **your** policy. The delivery or mailing of **your** policy by **you** pursuant to this

paragraph shall **void your** policy from the beginning, and the parties shall be in the same position as if a policy or contract had not been issued. **We** will refund all premiums and any policy fee paid for the policy within thirty days from the date that **you** notify **us** of **your** decision to cancel **your** policy under this paragraph. However, if **we** have paid any claim or have advised **you** in writing that a claim will be paid, the thirty-day free look right pursuant to this paragraph is inapplicable and instead section 9.B. applies to any refund.

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 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; or

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** relating to any **condition** that is the basis of **your** request. 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. All review decisions are final.

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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

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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.

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INSURER DISCLOSURE OF IMPORTANT POLICY PROVISIONS
VBW-I & VB-II Plans

1. Your policy contains exclusions, listed in Section 6: WHAT WE DO NOT COVER—EXCLUSIONS. Your policy excludes coverage for diagnosis or treatment of any:

a. "Preexisting condition," which means "any condition for which a veterinarian provided medical advice, the pet received treatment for, or the pet displayed signs or symptoms consistent with the stated condition prior to the effective date of a pet insurance policy or during any waiting period."

b. Other exclusions may apply. Please refer to the exclusions section of the policy for more information.

2. Your policy has these provisions that limit coverage:

a. Section 3 of your policy says that your policy is effective during the dates and times shown on your Declarations Page or Renewal Certificate and your policy effective date will not be earlier than 14 days after we approve your application and receive your payment.

b. Section 4 of your policy—BENEFIT PROVISIONS—says that both a deductible and a coinsurance percentage, listed on your Declarations Page or Renewal Certificate, apply to your policy. Section 4. B. explains how we will apply your Deductible and Coinsurance percentage to your covered veterinary expenses. Section 4.C. says that we will not pay more than $7,500 in each policy term.

c. Section 5. of your policy—ADDITIONAL COVERAGE—says that 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. This additional coverage does not increase the maximum amount payable in each policy term. Benefit payment is subject to your deductible and co-insurance percentage shown on the Declarations Page of your policy.

(1) Section 5.A., we provide coverage for boarding or kennel fees up to an annual maximum of $500 when your pet must be kenneled because you, or your family member, is hospitalized and unable to care for your pet during the policy term. No expenses are payable if you, or your family member, is admitted to a hospital for less than forty-eight hours.

(2) Section 5.B., we provide coverage for expenses associated with advertising and reward, up to an annual maximum of $500, if your pet is stolen or strays during the policy term. No expenses are payable 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, or any reward resulting from your neglect or deliberate concealment of your pet.

(3) Section 5.C., we provide replacement coverage for the loss of the your pet due to theft or straying during the policy term and your pet has not been found within sixty days. Coverage is limited to the price you paid for your pet, up to the maximum benefit of $500. 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 $150. No expenses are payable if you or the person looking after your pet, freely parts with your pet.

(4) Section 5.D., we provide coverage for expenses associated with the death of your pet, including replacement coverage. Coverage is limited to the price you paid for your pet, up to the maximum benefit of $1,000, if your pet died due to injury or illness. 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 $150. No expenses are payable if your dog was eight years of age or older or your cat was ten years of age or older at the time of death and died or was euthanized due to an illness, or your veterinarian is not able to verify the death of your pet and sign the claim form.

3. *Description of the basis or formula on which we determine claim payments under your policy.* We review all invoices for veterinary services and supporting forms and documentation you submit and determine whether the expenses you submit are covered under your policy. If your expenses meet the terms of the insuring agreement of your policy, we determine whether any other policy provision excludes or limits coverage. If you have complied with all policy terms and conditions and if the veterinary services expenses you submit to us are payable under your policy, we pay these expenses subject to all terms, conditions, limitations, and exclusions of your policy.

NOTICE: 30-DAY FREE LOOK CANCELLATION

After you apply for insurance with us and we accept your application by issuing your policy to you, you may request a free look cancellation of your policy without charge as described in Section 9.C. of your policy. Free look cancellation requests must be made within 30 days of your policy effective date as shown on your Declarations Page.

If we have not paid any claims nor advised you in writing that a claim will be paid under your policy, your policy will be considered void from the beginning and you and we will be in the same position as if a policy or contract had been not been issued. In this case, we will refund you all premiums you have paid us under your policy and charge you no additional premium under your policy. We will refund premium you have paid within 30 days from the date that you notify us of this cancellation.

If we have either paid any claim or advised you in writing that a claim will be paid under your policy, this 30-day free look under your policy is inapplicable and instead the policy provisions in Section 9.B. of your policy relating to cancellation will apply to any refund.

You may only take advantage of this 30-day free look period in the first term of your policy, within 30 days of your policy effective date as shown on your Declarations Page.