Underwritten by: **VETERINARY PET INSURANCE COMPANY**
Home Office: One Nationwide Plaza • Columbus, Ohio 43215

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

MODULAR PET INSURANCE COVERAGE FORM

1. AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, **we** agree with **you** as follows:

2. DEFINITIONS

We define words or phrases in this 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. **Accident** is an unexpected event that results in physical **injury** to **your pet**.

B. **Chronic condition** means a **condition** that can be treated or managed, but not **cured**.

C. **Clinical sign** means an observable manifestation of a disease, **injury**, or abnormal physiological or behavioral state (e.g. as identified during a **veterinarian's** examination of the **pet**, indicated by any diagnostic testing, recorded in a **pet's** medical record, or observed by any individual).

D. **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**.

E. **Congenital anomaly** or **disorder** means a **condition** that is present from birth, whether inherited or caused by the environment, which may cause or otherwise contribute to **illness** or disease.

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

G. **Cured** means the **condition** is eliminated and has no effect on the **pet** so that the **pet** is fully restored to normal health without any further **treatment** or management.

H. **Developmental defect** means an abnormality of a body structure or function that is a result of faulty development, whether apparent or not, that can cause **illness** or disease.

I. **Disposable medical supplies (DMS)** means only supplies that provide therapeutic **treatment** or at home monitoring of an eligible **condition** and are listed in this definition. The supplies must be **prescribed** by **your veterinarian**. Only the following items are eligible for coverage: glucose test strips; syringes; urine test strips; fluid administration sets; bandaging supplies.

J. **Drug** means a medication or other substance administered as an injectable, orally, topically, rectally, or through inhalation and has been approved by, or is undergoing clinical trials with, the Food and Drug Administration (FDA) or the Environmental Protection Agency (EPA) to treat an eligible **condition**. **Drugs** do not include non-prescription medications and substances. **Drugs** do not include **DMS** or **DME** as defined in the policy.

SAMPLE

K. **Durable medical equipment (DME)** means only equipment that provides therapeutic **treatment** or at home monitoring of an eligible **condition** and is listed in this definition. The equipment must be **prescribed** by **your veterinarian** and not primarily serve as a comfort or convenience item. Only the following items are eligible for coverage: wheelchair/mobility cart; therapeutic garments (e.g., Thundershirts); protective boots (e.g., DogLeggs, Medipaw); recovery suits and sleeves for post-operative and wound protection (e.g., Medipaw, Suitical); e-collars; slings; eye protection (e.g., Doggles); glucometers; Holter monitors.

L. **Hereditary disorder** means an abnormality that is genetically transmitted from parent to off-spring and may cause **illness** or disease.

M. **Illness** means any **condition** including but not limited to **conditions** associated with disease.

N. **Injury** means physical damage to **your pet's** body caused by an unforeseen physical action or force outside **your pet's** body.

O. **Medical management** means ongoing **treatment** or monitoring of a previously diagnosed **chronic condition** that is not currently present, but at risk for recurrence.

P. **Nutritional supplement** means oral or injectable dietary supplements, including vitamins and nutraceuticals, **prescribed** by **your veterinarian** to treat a **condition** that is covered by this policy.

Q. **Pet** means the animal identified on the Declarations Page of this policy.

R. **Pet insurance** means an individual or group insurance policy that provides coverage for **veterinary expenses**.

S. **Pre-existing 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**.

T. **Prescribe** or **prescribed** means a **drug** or **treatment**: (1) directly provided by **your veterinarian**; or (2) authorized in writing by **your veterinarian**.

U. **Prescription pet food** means a therapeutic diet commercially formulated, tested, and manufactured with guaranteed analysis and safety standards to aid in the **treatment** of a specific medical **condition** diagnosed in **your pet** by **your veterinarian**. The **prescription pet food** must be available exclusively by prescription from a **veterinarian** and **prescribed** solely to treat or medically manage a **condition your pet** has that is covered by this policy. Therapeutic diets have nutrient levels that are appropriate for treating certain diseases, but could be unsafe for healthy **pets**, so monitoring is required for coverage to continue. **Your veterinarian** must recommend, document, and monitor usage of the **prescription pet food** for **your pet**. In order to be covered, the following information must be provided to **us**: prescription date, **pet** name, age, breed, **condition** being treated, type and brand of **prescription pet food prescribed**, daily amounts to be fed, and number of refills.

V. **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 of this policy.

W. **Treatment** can include procedures, medications, supplements, dietary management as well as other therapies as **prescribed** by **your veterinarian** for a specific medical **condition**.

SAMPLE

X. **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.

Y. **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**.

Z. **Veterinary services** means medical advice, diagnosis, care, or **treatment** provided by a **veterinarian** within a valid veterinarian-client-patient relationship (per applicable state or federal regulations). This may include, but is not limited to, the act of **prescribing drugs**, **disposable medical supplies**, **durable medical equipment**, **nutritional supplements**, or **prescription pet food**. **Veterinary services** may also be provided by a **veterinary** technician or other medical professional who is employed by **your veterinarian** while under the direct supervision of **your veterinarian**.

AA. **Void** means to declare that this policy is no longer in force or effect.

AB. **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.

AC. **We**, **us**, or **our** means the company providing this insurance.

AD. **You** or **your** means the **pet** owner listed on the Declarations Page of this policy.

3. ACCIDENT COVERAGE

We will pay **covered veterinary expenses** that **you** incur during the policy term for the diagnosis, and/or **treatment** of **accident** related **injuries** to restore **your pet's** health. Cruciate and/or meniscal issues (regardless of cause) are not eligible for benefits under **accident** coverage. **Veterinary services** for **your pet's condition** must occur while this policy is in effect. Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy as listed on **your** Declarations Page.

In order to be eligible for other optional coverages (**illness**, behavioral, **prescription pet food** and **nutritional supplements**, congenital and hereditary, cruciate) **accident** coverage is mandatory.

MEDICAL – OPTIONAL COVERAGES

4. ILLNESS COVERAGE

We will pay **covered veterinary expenses** that **you** incur during the policy term for the diagnosis, and/or **treatment** including **medical management** of **your pet's condition** for **illnesses** covered by this policy. **Veterinary services** for **your pet's condition** must occur while this policy is in effect. Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy as listed on **your** Declarations Page.

Illness related **veterinary expenses** are only covered if **illness** coverage is shown on the Declarations Page of this policy, and only available up to the limit shown on the Declarations Page.

SAMPLE

In order to be eligible for other optional coverages (behavioral, **prescription pet food** and **nutritional supplements**, congenital and hereditary, cruciate) **illness** coverage is mandatory.

5. BEHAVIORAL COVERAGE

We will pay **covered veterinary expenses** that **you** incur during the policy term for the diagnosis, **treatment**, training, or therapy **prescribed** by **your veterinarian** for behavioral problems covered by this policy. **Veterinary services** for **your pet's condition** must occur while this policy is in effect. Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy as listed on **your** Declarations Page.

Behavioral related **veterinary expenses** are only covered if behavioral coverage is shown on the Declarations Page of this policy, and only available up to the limit shown on the Declarations Page.

6. PRESCRIPTION PET FOOD AND NUTRITIONAL SUPPLEMENTS COVERAGE

We will pay for the **prescription pet food** and **nutritional supplements** used to treat or manage a **condition** and **prescribed** by a **veterinarian**, covered by this policy. **Veterinary services** for **your pet's condition** must occur while this policy is in effect. Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy as listed on **your** Declarations Page.

Prescription pet food and **nutritional supplements** are only covered if **prescription pet food** and **nutritional supplements** coverage is shown on the Declarations Page of this policy, and only available up to the limit shown on the Declarations Page.

7. CONGENITAL AND HEREDITARY COVERAGE

We will pay **covered veterinary expenses** that **you** incur during the policy term for the diagnosis, and/or **treatment** of **congenital anomaly** or **disorder** or **developmental defect** or a **condition** caused by or resulting from the **congenital anomaly** or **disorder** or **developmental defect**. **Hereditary disorders** or **conditions** caused by or resulting from **hereditary disorders**, are also covered by this policy. **Veterinary services** for **your pet's condition** must occur while this policy is in effect. Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy as listed on **your** Declarations Page.

Congenital and hereditary related **veterinary expenses** are only covered if congenital and hereditary coverage is shown on the Declarations Page of this policy, and only available up to the limit shown on the Declarations Page.

8. CRUCIATE COVERAGE

We will pay **covered veterinary expenses** that **you** incur during the policy term for the diagnosis, and/or **treatment** of cruciate ligament, meniscal damage or rupture, covered by this policy. **Veterinary services** for **your pet's condition** must occur while this policy is in effect. Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy as listed on **your** Declarations Page.

Cruciate related **veterinary expenses** are only covered if cruciate coverage is shown on the Declarations Page of this policy, and only available up to the limit shown on the Declarations Page.

This coverage is only available for enrollment 12 months after the initial policy inception date. **You** must contact **us** at 1-877-738-7874 to enroll in this additional coverage during **your** policy renewal period.

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WELLNESS – OPTIONAL COVERAGES

9. WELLNESS COVERAGE – CANINE & FELINE

Wellness is only covered if it is shown on the Declarations Page of this policy. **We** will pay **covered veterinary expenses** that **you** incur during the policy term for wellness coverage up to the limit listed on the benefit schedule table below. Wellness **veterinary services** for **your pet** must occur while this policy is in effect. Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy.

Veterinary services covered by wellness coverage depend on **your pet's** species and the options shown on **your** Declaration Page. These **veterinary services** are only covered under wellness if they are performed as part of a wellness or preventive protocol and not associated with a medical **condition**.

Routine dental prophylaxis/teeth cleaning is covered if it is not associated with a medical **condition** or a **pre-existing condition**. Wellness dental coverage does not include **treatments** or procedures to address periodontal disease, subgingival infection, or any other medical dental **condition**.
Wellness Level 1 and Wellness Level 2 coverages are available for canines and felines only.

Covered veterinary services for each option are shown in the table below:

	Wellness – Level 1		**Wellness – Level 2**	
Term	6-month	12-month	6-month	12-month
Physical exam:	$40.00 One exam per policy term	$80.00 Two exams per policy term $40.00 maximum per exam	$40.00 One exam per policy term	$80.00 Two exams per policy term $40.00 maximum per exam
Vaccination or Titer	$40.00	$80.00	$40.00	$80.00
Heartworm or FeLV/FIV test	$35.00	$35.00	$35.00	$35.00
Fecal test	$30.00	$30.00	$30.00	$30.00
Deworming	$25.00	$25.00	$25.00	$25.00
Microchip	$40.00	$50.00	$40.00	$50.00
Health Certificate	$40.00	$50.00	$40.00	$50.00
Flea control or Heartworm prevention	$50.00	$100.00	$50.00	$100.00
One additional test: (1) Health screen (blood test); (2) Radiographs (x-rays); (3) Electrocardiogram (EKG)	Not covered		$50.00 One test per policy term	$100.00 One test per policy term
Spay/Neuter or Dental Cleaning	Not covered		$250.00	

SAMPLE

10. WELLNESS COVERAGE – AVIAN

Wellness is only covered if it is **shown** by the Declarations Page of this policy. **We** will pay **covered veterinary expenses** for physical exams, parasite/fecal test, parasite prevention **treatment**, beak trim, nail trim, wing trim, CBC, culture, panel or titer that **you** incur during the policy term for wellness coverage up to the limit listed on **your** Declarations Page. Wellness **veterinary services** for **your pet** must occur while this policy is in effect. Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy.

Veterinary services covered by wellness coverage depend on **your pet's** species and the options shown on **your** Declaration Page. These **veterinary services** are only covered under wellness if they are performed as part of a wellness or preventive protocol and not associated with a medical **condition**.

Wellness Coverage – Avian option is only available for Avian species.

11. POLICY TERM

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

12. BENEFIT PROVISIONS

A. **We** list **your** deductible, coinsurance percentage, and sublimit by each coverage category on **your** Declarations Page. **Your** deductible applies once in each policy term. **We** will not pay more than the sublimit shown on **your** Declarations Page.

B. **We** list **your** annual term limit, if applicable, 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. **Your** annual term limit includes all applicable **accident** and **medical** coverages combined.

C. **We** will pay **covered veterinary expenses** that **you** incur during the policy term, subject to **your** deductible, coinsurance percentage, sublimit and annual term limit, if applicable. **We** will not pay any amount unless **your covered veterinary expenses** exceed **your** deductible. If **your** deductible is exceeded, **we** will: (1) apply **your** coinsurance percentage to the expenses that exceed **your** deductible; and (2) pay the resulting amount up to the limits shown in the schedule.

D. **We** will pay **covered veterinary expenses** that **you** incur during the policy term, associated with end of life services. End of life services include euthanasia, cremation fees including urns, burial fees including plot fees and caskets, aqua cremation, paw prints, necropsy. These **veterinary expenses** will be covered even if associated with a **pre-existing** or ineligible **condition** and are subject to a maximum of $250 per policy term. No coinsurance or deductible is applicable to this coverage.

E. Wellness Coverage – Canines & Felines are subject to a benefit schedule as shown in Section 9. **We** will pay **covered veterinary expenses** that **you** incur during the policy term, up to the limits shown in the benefit schedule, subject to the applicable co-insurance as listed on **your** Declarations Page.

F. **We** will pay for **covered veterinary expenses** that **you** incur during the policy term for **accident** related **illness**, under the **accident** coverage, whether **you** have **illness** coverage or not.

SAMPLE

If these **veterinary expenses** exceed **your accident** coverage limit, **we** will pay for the remaining **veterinary expenses** from **your illness** coverage if it is shown on **your** Declarations Page.

13. 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. **Veterinary services** or **veterinary expenses** related to any **treatment** that was performed prior to the effective date of this policy.

C. Diagnosis or **treatment** of any complication or progression of any **condition** or procedure excluded by this policy.

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

E. Any (1) behavioral training that is not medically necessary for a diagnosed medical **condition**; or (2) **pet** obedience training.

F. Acupuncture, chiropractic care, holistic care, etc. unless it is performed or **prescribed** by **your veterinarian** to treat **your pet's** covered **condition**.

G. **Veterinary expenses** for prescriptions: (1) above and beyond the amount **prescribed** by **your veterinarian** for **your pet**; or (2) for more than the length of a single policy term

H. Food or treats of any type other than **prescription pet food** or **nutritional supplements**. For example, **we** will not pay for the following types of items even if they are **prescribed** by a **veterinarian** for **your pet's condition**: over-the-counter therapeutic diets or dog treats; life stages food (puppy, senior, etc.); low calorie, sensitive stomach, raw, or custom diets; groceries, whole foods, or limited ingredients.

I. Boarding or accommodation, housing, transportation, grooming (including, but not limited to, services like nail trims, shampoos, ear cleaning or irrigation, or bathing), or items like bedding, crates, cages, ramps, feeding, feeding bowls, exercise, toys, clothing, leashes, collars, muzzles, storage.

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, but not limited to: (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. This provision does not apply in those states where it conflicts with state law or regulation.

SAMPLE

L. Medical, wellness, or preventive care plans, clubs, subscriptions, or cash back programs provided by **your veterinarian** or a third-party provider. These uncovered costs include the initial signup fee as well as any monthly charges, recurring fees, and/or related charges.

M. **Veterinary expenses** arising out of or related to any **treatment** for oral health, including but not limited to dental disease, malocclusions and deciduous teeth, where **clinical sign**(s) (including, but not limited to, tartar, gingivitis, pulp exposure, periodontal disease, or halitosis) were present prior to the effective date of the policy or during the **waiting period** beginning on the effective date of this policy.

N. **Veterinary expenses** arising out of or related to any **treatment** associated with damage or rupture of cruciate ligaments or menisci of the knee where **clinical sign**(s) occur during the first term that the policy is in effect.

O. Diagnosis or **treatment** that is experimental, investigational, or otherwise not within the standard of care accepted by the veterinary medical board of **your** state. Substances that are illegal under federal or applicable state law are also excluded (e.g., cannabis).

P. Diagnosis or **treatment** of any **condition** caused directly or indirectly by war, rebellion, insurrection, or any release of nuclear radiation or radioactive contamination.

Q. Cosmetic procedures that fall outside of the Section **3. ACCIDENT COVERAGE**, Section **4. ILLNESSS COVERAGE**, Section **5. BEHAVIORAL COVERAGE**, Section **6. PRESCRIPTION PET FOOD AND NUTRITIONAL SUPPLEMENTS**, Section **7. CONGENITAL AND HEREDITARY COVERAGE**, Section **8. CRUCIATE COVERAGE**, Section **9. WELLNESS COVERAGE – CANINE & FELINE**, Section **10. WELLNESS COVERAGE – AVIAN**

R. Diagnosis, **treatment**, tests, or procedures associated with breeding including, but not limited to: (1) postpartum and pre-mating examinations; (2) procedures related to breeding (e.g., artificial insemination, progesterone testing, semen collection, etc.); or (3) **conditions** or complications resulting from the breeding of **your pet**.

S. Surgeries or procedures not associated with an eligible **condition**.

T. **Veterinary expenses** when **you** or **your** family member is the **veterinarian** conducting, supervising or treating the **pet**.

U. **Veterinary expenses** from any business in which **you** or a member of **your** household have an ownership or employment interest.

V. Anal gland expression services exceeding $80 per policy term, unless associated with an active anal gland pathologic **condition**. **We** will not pay for anal gland expression as a preventive or routine care **treatment**.

14. YOUR DUTIES

A. 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 adjusting **your** claim and may be grounds for denial. Any claims submitted more than one year (12 months) after the first **treatment** date will not be covered.

SAMPLE

B. **You** must submit complete and legible claim forms to **us** and include itemized receipts for **veterinary expenses** that identify **your pet** by name. Itemized receipts must include all pages of the final, complete invoice demonstrating **you** incurred **covered veterinary expenses**. **You** agree to submit proof of payment upon **our** request.

C. **You** must provide **us** with all medical records or requested documentation from **your veterinarian(s)** relating - or even possibly relating - to **your pet's** health upon **our** request. And **you** authorize **us** to obtain records from each of **your pet's veterinarians**.

D. **You** must cooperate with **us** in the investigation of **your** claim(s) and **your pet's** medical history. This includes, but is not limited to, **your** agreement to: (1) submit **your pet** to examination by a **veterinarian** selected by **us**; (2) speak with **us** by phone or in person to answer questions about **your** claim(s) and **your pet's** medical history; and (3) submit to an examination under oath.

E. **You** must promptly implement all reasonable measures that **your veterinarian** recommended for the care and protection of **your pet**. **You** must protect the **pet** from aggravation and/or recurrence of the **injury** and/or **illness** after occurrence.

F. Upon payment of benefits, **we** will be subrogated to **your** rights of recovery from any other party.

15. WAITING PERIOD

A. All coverages are subject to underwriting review and will be available after a 14-day **waiting period**. The **waiting period** begins a) after underwriting approval, and b) the next day after successful processing of **your** payment:

B. Spay and neuter **veterinary expenses**, and dental cleaning are not covered within the first 90 days after the original policy term effective date.

16. 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.

17. TERMINATION OF INSURANCE

A. This policy will lapse if **you** do not pay **your** premium when due.

B. **We** may cancel this 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 this policy, or at the time required by the law of **your** state of residence. **You** may cancel this policy at any time by notifying **us** in writing. If either **you** or **we** cancel this policy, **we** will refund any unearned premium on a prorated basis.

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

SAMPLE

to cancel this 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 17.B. applies to any refund.

D. **We** may cancel or non-renew this policy for any of the following reasons:

a. **Your** failure to comply with policy terms and conditions.

b. An increased risk associated with **your pet's** health that existed before the original policy inception date, of which **we** were unaware at the original policy inception date.

c. **You** materially misrepresent, omit, or exaggerate relevant information pertaining to this policy or a claim.

18. ASSIGNMENT OR TRANSFER OF POLICY

A. **You** may not transfer or assign this policy in whole or in part without **our** written consent.

B. In the event of **your** death, until the end of the policy term, this policy will transfer to **your** legal representative or surviving **spouse**.

19. 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 this policy. Any change **we** make due to a request by **you** or **your spouse** is binding on all persons who have any interest under this 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 this 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 this policy.

20. REVIEW

You may request a review:

A. If **we** deny **your** claim in whole or in part; or

B. To ask that **we** reconsider covering a **condition** classified as a **pre-existing condition**.

You must submit **your** review request in writing, indicating the reason for the review. **You** must provide **us** with all medical records from all **veterinarians** relating to any **condition** that is the basis of **your** request. **You** must provide **us** with medical records or other documentation from all **veterinarians** demonstrating that the **condition** was **cured** at least six months before the date of **your** request. **Chronic conditions** are not eligible for reconsideration.

SAMPLE

We will perform a singular review when all medical records relating to the **condition**(s) to be reviewed are provided to **us**. **We** may not perform additional reviews unless new relevant medical records or related novel medical information from all **veterinarians** is provided to **us** for review.

All review decisions are final.

21. 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.

22. 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's** health. **You** agree that this policy and any endorsements or riders issued to **you** is the entire and only agreement between **you** and **us**.

23. FRAUD AND CONCEALMENT

We will **void** this 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 cancel this policy if **you** conceal material information or make any material misrepresentation in **your** claim.

24. INSTALLMENT PAYMENT SERVICE CHARGE

If **you** elect to pay **your** premium in installments, **we** will charge **you** the installment fee listed on the Declarations Page of this policy, per each installment payment.

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Insurance terms, definitions and explanations are intended for informational purposes only and do not in any way replace or modify the definitions and information contained in individual insurance contracts, policies or declaration pages, which are controlling. Such terms and availability may vary by state and exclusions may apply. Underwritten by Veterinary Pet Insurance Company (CA), Columbus, OH, an A.M. Best A+ rated company (2019); National Casualty Company (all other states), Columbus, OH, an A.M. Best A+ rated company (2019). Agency of Record: DVM Insurance Agency. Nationwide, the Nationwide N and Eagle, and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. ©2020 Nationwide.