

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

PERCENT OF INVOICE PLAN A 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**. **Veterinary services** for **your pet's condition** must occur while **your** policy is in effect. 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, including **veterinary expenses** for treatment or **procedures** required to manage the **condition**.
- 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 the **pet** so that the **pet** is fully restored to normal health without any 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) or the Environmental Protection Agency (EPA) that is used to treat a **condition**.
- F. **Illness** means any **condition** caused by or associated with disease, including pregnancy.
- G. **Injury** means physical damage to **your pet's** body caused by an unforeseen physical action or force outside **your pet's** body.
- H. **Nutritional supplement** means dietary supplements, including vitamins and nutraceuticals, **prescribed** to treat a **condition** that is covered by **your** policy.
- I. **Pet** means an animal identified on the Declarations Page or Renewal Certificate of this policy.
- J. **Pet insurance** means an individual or group insurance policy that provides coverage for **veterinary expenses**.
- K. **Pre-existing condition** means any **condition** that began or was contracted, manifested, or incurred up to twelve months before the effective date of this policy or during any **waiting period**, whether or not the **condition** was discovered, diagnosed, or treated. A **chronic condition** is a **pre-existing condition** unless it began after the effective date of this policy.
- L. **Prescribed** means: (1) directly provided by or (2) authorized by written instruction of a **veterinarian**.
- M. **Prescription pet food** means a manufactured pet diet available exclusively through **your veterinarian** or by prescription from **your veterinarian**, which is **prescribed** solely to treat or manage a **condition your pet** has that is covered by **your** policy. **Prescription pet food** is formulated to be used in a diagnostic or therapeutic setting and has modifications of nutrient concentrations outside the current Association of America Feed Control Officials (AAFCO) guidelines for healthy pets.
- N. **Prevention** or **prevent** means **veterinary services** performed as part of a wellness protocol based on the current American Veterinary Medical Association (AVMA) preventive healthcare guidelines for every dog and cat, except as excluded in section 5 of this contract.

- O. **Procedure** means a veterinary treatment method or course of action.
- P. **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.
- Q. **Veterinarian** means a legally licensed veterinary medical practitioner.
- R. **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**.
- S. **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**.
- T. **Void** means to declare that this policy is no longer in force or effect.
- U. **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.
- V. **We, us, or our** means the company providing this insurance.
- W. **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 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 expenses that exceed **your** deductible and (2) pay the resulting amount.

5. WHAT WE DO NOT COVER—EXCLUSIONS

We will not pay for:

- A. Diagnosis or treatment of any **pre-existing condition**.
- B. **Procedures** performed prior to the effective date of this policy.
- C. Diagnosis or treatment of any **condition** identified as an Additional Excluded **Condition** on the Declarations Page or Renewal Certificate of **your** policy.
- D. Diagnosis or treatment of any complication or progression of any **condition** or **procedure** excluded by 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. Any service or **procedure** used to **prevent**, preserve or improve general nutrition or health, even if **prescribed** by a **veterinarian**. For example, **we** will not pay for: dietary or **nutritional supplements**, acupuncture, chiropractic care, holistic care, etc, unless it is **prescribed** by **your veterinarian** to treat **your pet's** covered **condition**.
- H. Pet foods, treats, or commercial pet diets that are used to **prevent**, 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, storage, transportation, grooming, 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, 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.

- 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.

6. 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 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 **your veterinarian(s)** 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.

7. 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 collectible or not.

8. 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.

9. ASSIGNMENT OR TRANSFER OF POLICY

- A. **You** may not transfer or assign this policy in whole or in part without **our** written consent. **We** will not consent unless both **you** and the proposed assignee give **us** information that **we** request on forms that **we** provide.
- B. **Your** policy will transfer to **your** legal representative or surviving **spouse** upon **your** death.

10. 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.

11. 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 that 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.

12. 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.

13. 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**.

14. 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.

15. 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 or Renewal Certificate of **your** policy, per each installment payment.