

DIRECT ALL INQUIRIES AND CLAIMS TO:  
DVM Insurance Agency: 3060 Saturn Street • Brea, CA 92821-6200 • 1-800-540-2016 • 714-989-0555

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**VPI® FELINE SELECT<sup>SM</sup> COVERAGE FORM**

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## **1. INSURING AGREEMENT**

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

## **2. DEFINITIONS**

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**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. **Congenital disorder** means an abnormality of a body structure or function that is present at birth, whether apparent or not, that can cause **illness** or disease.
- D. **Covered condition** means a **condition** eligible for payment under this policy that is described in section 4, B of this policy.
- E. **Covered veterinary services expenses** means expenses for reasonable and necessary **veterinary services** that **you** incur for the diagnosis or treatment of a **covered condition**.
- F. **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.
- G. **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.
- H. **Foreign body** means any object that becomes lodged in the tissues or organs of a **pet's** body, resulting in mechanical irritation, inflammation, or partial or complete obstruction of the tissue or organ.
- I. **Hereditary disorder, defect, or disease** means an abnormality transmitted by gene(s) from parent to offspring, whether apparent or not, that can cause a **condition**.
- J. **Illness** means any **condition** caused by or associated with sickness or disease. All clinical signs or symptoms of an **illness** constitute one **illness**, regardless of the number of affected areas of **your pet's** body.
- K. **Incident** means an occurrence that causes **your pet's condition**.
- L. **Injury** means physical damage to part of a **pet's** body caused by an unforeseen physical action or force outside the **pet's** body.
- M. **Medication** means a substance approved by the U.S. Food and Drug Administration (FDA) that is used to treat a **condition**.
- N. **Pet** means the animal identified on the Declarations Page or Renewal Certificate of **your** policy.
- O. **Pre-existing condition** means any **condition** that began or was contracted, manifested, or incurred before the effective date of **your** policy, whether or not the **condition** was discovered, diagnosed, or treated. A **condition** is not pre-existing if it was **cured** before the effective date of **your** policy and there has not been a recurrence or manifestation of the **condition** for at least six (6) months, unless it is a **chronic condition**. A **chronic condition** contracted, manifested, or incurred before the effective date of **your** policy is a **pre-existing condition**, whether or not the **condition** was discovered, diagnosed, or treated.

- P. **Prescribed** means: (1) directly provided by or (2) authorized by written instruction of a **veterinarian**.
- Q. **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.
- R. **Veterinarian** means a legally licensed veterinary medical practitioner.
- S. **Veterinary services** means medical treatment provided by or under the direct supervision of a **veterinarian**, including **medication prescribed** by the **veterinarian**.
- T. **Void** means to declare during the policy term that **your** policy is no longer in force or effect.
- 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

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**Your** policy is effective during the times and dates shown on **your** Declarations Page or Renewal Certificate. **Your** policy only applies to **covered veterinary services 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

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- A. **We** will pay **covered veterinary services expenses** that **you** incur during the policy term for the diagnosis or treatment of any **covered condition**. We will pay up to \$600 in **veterinary services** expenses during the policy term for each **covered condition**. This is the most that **we** will pay during the policy term for any **covered condition**, regardless of the number of **incidents** or treatments during the policy term.
- B. **Covered conditions**
  1. *Tooth infection requiring tooth extraction*. This is an invasion and multiplication of microorganisms, e.g., bacteria, in tissues surrounding a tooth that requires a tooth extraction. This **condition** does not include: (1) gingivitis or (2) any **condition** affecting deciduous (baby) teeth.
  2. *Primary acute gastroenteritis*. This is the transient inflammation of the stomach lining or intestine that does not last more than two days. This **condition** does not include: (1) pancreatitis, (2) chronic gastrointestinal disease, e.g., irritable bowel disease, (3) ulcer, or (4) any **condition** due to ingestion of a toxic substance.
  3. *Laceration or bite wound, including infection*. A laceration is an accidental tearing or cutting of body tissue. A bite wound is a puncture of body tissue made by an animal's tooth. These **conditions** do not include: (1) abrasion, (2) burn, (3) seroma, or (4) hematoma.
  4. *Atopic dermatitis, pyoderma, or hot spot*. Atopic dermatitis is a skin inflammation resulting from exposure to antigens. Pyoderma is any bacterial skin infection. A hot spot is an open sore on the skin that typically results from self-trauma. These **conditions** do not include: (1) endocrine alopecia, (2) seborrhea, (3) immune mediated skin disease, (4) folliculitis, or (5) any **condition** due to systemic allergic reaction.
  5. *Benign skin neoplasia*. This is an abnormal growth on the skin involving uncontrolled and progressive cell multiplication. This **condition** does not include: (1) malignant or cancerous skin neoplasia or (2) any **condition** caused by or resulting from any virus or viral infection.
  6. *Primary kidney disease or failure*. This is inflammation or other **condition** that prevents a kidney from performing its normal metabolic regulation or waste elimination function. This **condition** does not include: (1) any hereditary kidney disorder or (2) any loss of normal kidney function due to dehydration or kidney stones.
  7. *Primary conjunctivitis*. This is an inflammation of the conjunctiva—the membrane lining the inside of the eyelids and sides of the eyeball. This **condition** does not include: (1) corneal disease or ulceration, (2) disease of the lacrimal system, eyelid, or eyeball, or (3) any **condition** caused by or associated with feline upper respiratory disease complex.
  8. *Otitis externa*. This is inflammation of the external ear or external ear canal. This **condition** does not include: (1) otitis interna or media, (2) traumatic injury of the ear, or (3) immune mediated skin disease.
  9. *Musculoskeletal sprain or soft tissue injury*. This is the wrenching or twisting of muscle or tissue immediately surrounding a joint. This **condition** does not include any **condition** caused by or associated with: (1) any bone, cartilage, ligament, or tendon damage, (2) arthritis, joint luxation or subluxation, or (3) intervertebral disc disease or rupture.

10. *Constipation*. This is prolonged, abnormal, digestive tract transit time due to dried or hardened fecal material. This **condition** does not include: (1) diarrhea, (2) colitis, (3) gastroenteritis, or (4) megacolon.
  11. *Diabetes mellitus*. This is a metabolic disorder resulting in high levels of glucose (blood sugar) in the body due to inadequate production or use of insulin. This **condition** does not include diabetes insipidus.
  12. *Feline cystitis or Feline lower urinary tract disease (FLUTD)*. This is the inflammation of the interior lining of the urinary bladder. This **condition** does not include any **condition** caused by or resulting from bladder stones.
  13. *Asthma or allergic bronchitis*. Asthma is the sudden narrowing or spasmodic constriction of the bronchial tubes that: (1) results in breathing obstruction and (2) is associated with recurrent attacks of dyspnea (difficulty breathing), coughing, or wheezing. Allergic bronchitis is inflammation of one or more bronchial tubes due to allergy. These **conditions** do not include: (1) Feline upper respiratory disease complex, (2) pneumonia, (3) pleural effusion, (4) pulmonary edema, (5) any heart **condition**, (6) mediastinal disease, or (7) any **condition** caused by or resulting from any **injury**.
  14. *Feline upper respiratory disease complex*. This is an infection of the nose, throat, or sinus due to virus or bacteria. This **condition** does not include: (1) asthma, (2) allergic bronchitis, (3) pneumonia, (4) fungal infection, or (5) any **condition** caused by or resulting from traumatic **injury**.
  15. *Hyperthyroidism*. This is the excess of thyroid hormones due to overproduction by the thyroid gland. This **condition** does not include hypothyroidism.
- C. All payments for any **covered condition** reduce the amount payable under that **covered condition** for any other **covered veterinary services expenses** incurred during the policy term. **Covered veterinary services expenses** that are paid under one **covered condition** are not eligible for payment under any other **covered condition**. We will only pay **veterinary services** expenses for diagnostic testing of a **covered condition**, as diagnosed by a **veterinarian**.

## 5. WHAT WE DO NOT COVER – EXCLUSIONS

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We will not pay for:

- A. Diagnosis or treatment of any **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 bone or joint **condition** consisting of or associated with: (1) hip dysplasia, or any luxation or subluxation associated with hip dysplasia, (2) elbow dysplasia, (3) patellar luxation or subluxation, (4) osteochondritis dissecans, or (5) any fracture, luxation, or subluxation associated with aseptic necrosis of a femoral head.
- D. Diagnosis or treatment of any **condition** consisting of or associated with: (1) angular limb deformity or (2) cruciate ligament or meniscal damage or rupture.
- E. Diagnosis or treatment of any **condition** caused by or resulting from a **foreign body**.
- F. Diagnosis or treatment of any **condition** caused by or associated with neoplasia other than benign skin neoplasia.
- G. Diagnosis or treatment of any **congenital disorder** or **developmental defect** or any **condition** caused by or resulting from the **congenital disorder** or **developmental defect**. We provide examples—not a complete list—of common **congenital disorders** and **developmental defects** on our website: [www.petinsurance.com](http://www.petinsurance.com) or you may call **us** at 800-USA-PETS to obtain this list.
- H. Diagnosis or treatment of any **hereditary disorder, defect, or disease** or any **condition** caused by or resulting from a **hereditary disorder, defect, or disease**. We list the **conditions** that we regard as **hereditary disorders, defects, or disease** on our website: [www.petinsurance.com](http://www.petinsurance.com) or you may call **us** at 800-USA-PETS to obtain this list.
- I. Diagnosis or treatment for: (1) removal or treatment of deciduous (baby) teeth, (2) cosmetic dental restoration including veneers, crowns, caps or other prosthetic devices, (3) temporomandibular joint (TMJ) disease, (4) enamel hypoplasia, (5) gingivitis, or (6) tooth hygiene or appearance.
- J. Diagnosis, treatment, or preventive diagnosis or treatment of **your pet** for any **condition** caused by or associated with: (1) any insect bite or sting or (2) any internal or external parasite including fleas, heartworms, and

roundworms.

- K. Elective procedures or cosmetic surgeries.
- L. Expression of anal glands, anal sacculitis, or removal of anal glands.
- M. Preventive gastropexy, tail docking, dewclaw removal, skin fold resection, or nail trims.
- N. Diagnosis or treatment of **your pet** for any **condition** resulting from or associated with breeding or pregnancy including caesarean section, dystocia, or termination of pregnancy.
- O. Spaying or neutering.
- P. Special diets, pet foods, or dietary or nutritional supplements used to treat or manage a **condition** or to preserve or improve general nutrition or health, even if **prescribed** by a **veterinarian**.
- Q. Boarding, transportation, grooming, or bathing. Boarding includes medical boarding and bathing includes medicated baths or dips.
- R. Routine examinations, preventive treatment—including vaccines, or diagnostics associated with preventive treatment.
- S. Diagnosis or treatment for age-related changes to **your pet's** eyes or ears including nuclear sclerosis, iris atrophy, vitreal degeneration, or loss of sight or hearing.
- T. Fees or other expenses not directly related to **veterinary services** including fees or expenses incurred for: (1) medical waste disposal, (2) medical 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.
- U. Diagnosis or treatment that is experimental, investigational, or otherwise not generally accepted in the veterinary medical community.
- V. Diagnosis, treatment, training, or therapy for behavioral problems.
- W. Diagnosis or treatment of any complication or progression of any **condition** excluded by this policy.
- X. Diagnosis or treatment of **your pet's condition** that was caused intentionally by **you** or any other resident of **your** household.
- Y. Diagnosis or treatment of any **condition** caused directly or indirectly by war, rebellion, insurrection, or any release of nuclear radiation or radioactive contamination, regardless of cause.

## 6. YOUR DUTIES

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- A. **You** must promptly notify **us** of **your pet's** treatment for any **covered condition**. **You** must submit complete and legible claim forms to **us** and include itemized receipts for **veterinary services** expenses.
- B. **You** agree to submit **your pet** to examination by a **veterinarian** selected by **us**, upon **our** request.
- C. **You** must reasonably protect **your pet** from aggravation of any **condition**.
- D. **You** agree to provide **us** with all medical records relating to any claim under this policy, upon **our** request.
- E. Upon payment of benefits, **we** will be subrogated to **your** rights of recovery from any other party.

## 7. OTHER INSURANCE

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

## 8. TERMINATION OF INSURANCE

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- A. **Your** policy will lapse if **you** do not pay **your** premium when due.
- B. **We** may cancel **your** policy by mailing 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.
- C. **You** may cancel **your** policy at any time by notifying **us** in writing.

D. **We** will refund unearned premiums on a prorated basis if either **you** or **we** cancel **your** policy.

## 9. ASSIGNMENT OR TRANSFER OF POLICY

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- A. **You** may not transfer or assign **your** 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

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- 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 form and broaden **your** coverage without charge, **you** will receive the broader coverage as soon as **we** make the revision.

## 11. REVIEW

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**You** may request a review: (1) if **we** deny **your** claim in whole or in part or (2) to ask that **we** remove an Additional Excluded **Condition** listed on the Declarations Page or Renewal Certificate of **your** policy. **Your** request must be in writing. Upon our reasonable request, **you** must provide **us** with all medical records and any other supporting documentation demonstrating that the **condition** has been **cured**. **We** will not consider requests to remove any excluded **condition** unless the **condition** has been **cured** for at least six (6) months before the date of **your** request. All review decisions are final.

## 12. SUIT AGAINST US

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**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

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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** medical **condition**. **You** affirm that the policy and any endorsements or riders are the entire and only agreements between **you** and **us**.

## 14. FRAUD AND CONCEALMENT

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**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

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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.