1. INSURING AGREEMENT

We will provide the benefits listed in the VPI® Pet Wellness Benefit Schedule 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 treatment provided to your pet during the policy term. We will only pay for procedures listed in the VPI® Pet Wellness Plan that you have selected, up to the limits of your Plan. Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy.

VPI® PET WELLNESS BENEFIT SCHEDULE

Your Declarations Page or Renewal Certificate identifies the VPI® Pet Wellness Plan that you have selected.

<table>
<thead>
<tr>
<th>VPI® Pet Wellness Basic Plan</th>
<th>VPI® Pet Wellness Plus Plan</th>
<th>VPI® Pet Wellness Max Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical exam: Two exams per policy term</td>
<td>$50.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Behavioral exam and/or treatment</td>
<td>$25.00 maximum per exam</td>
<td>$30.00 maximum per exam</td>
</tr>
<tr>
<td>Vaccination or Titer</td>
<td>$30.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Heartworm or FeLV/FIV test</td>
<td>$15.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Fecal test</td>
<td>$25.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Deworming</td>
<td>$20.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Nail trim</td>
<td>$40.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Microchip</td>
<td>$40.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Health certificate</td>
<td>$50.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Flea control or Heartworm prevention</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
<tr>
<td>One additional test: (1) Health screen (blood test); (2) Radiograph (x-rays); or (3) Electrocardiogram (EKG)</td>
<td>$50.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Spay/Neuter</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
<tr>
<td>Dental</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
<tr>
<td>One test per policy term</td>
<td>$20.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>$200.00</td>
<td>$250.00</td>
<td></td>
</tr>
</tbody>
</table>

2. DEFINITIONS

We define words or phrases in your policy. We identify these terms with bold typeface. Any veterinary 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. Covered veterinary services expenses means expenses for reasonable and necessary veterinary services that are eligible for payment under the VPI® Pet Wellness Plan that you have selected.

B. Health certificate means federal certification (USDA/APHIS/VS) required for the import and export of live animals or state certification [Certificate of Veterinary Inspection (CVI)] required for interstate transportation of live animals.

C. Medication means a substance approved by the U.S. Food and Drug Administration (FDA) or Environmental Protection Agency (EPA) that is used to treat your pet.

D. Pet means the animal identified on the Declarations Page or Renewal Certificate of your policy.

E. Prescribed means: (1) directly provided by or (2) authorized by written instruction of a veterinarian.
F. **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.

G. **Veterinarian** means a legally licensed veterinary practitioner.

H. **Veterinary services** means treatment provided by or under the supervision of a veterinarian who has physically examined your pet, including medication prescribed by the veterinarian.

I. **Void** means to declare during the policy term that this policy is no longer in force or effect.

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

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

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3. **POLICY TERM**

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 for veterinary services provided to your pet during the policy term.

4. **WHAT WE DO NOT COVER - EXCLUSIONS**

We will not pay for:

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

B. Fees or other expenses not directly related to veterinary services including fees or expenses incurred for: (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.

5. **YOUR DUTIES**

A. You must submit complete and legible claim forms to us and include itemized receipts for veterinary services expenses that identify your pet by name.

B. You must provide us with treatment records relating to any claim under your policy, upon our request. You agree to submit your pet to examination by a veterinarian selected by us, upon our request.

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

6. **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.

7. **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 you or we cancel your policy, we will refund any unearned premium on a prorated basis.

8. **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 your 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.

9. **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 form 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.

10. REVIEW

You may request a review if we deny your claim in whole or in part. You must submit your review request in writing indicating the reason for the review. You must provide us with all records from your veterinarian relating to any veterinary services that are the basis of your request.

11. 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 identified in your legal action.

12. 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.

13. 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.

14. 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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - CALIFORNIA

This endorsement modifies insurance provided under the following:

VPI PET WELLNESS BASICS PLAN - COVERAGE FORM
VPI PET WELLNESS BASIC, PLUS OR MAX PLANS – COVERAGE FORM

Section 2. DEFINITIONS of the Coverage Forms is amended by removing the following definitions:

Covered veterinary services expenses means expenses for reasonable and necessary veterinary services that are eligible for payment under the VPI Pet Wellness Basics or VPI Pet Wellness Plan that you have selected.

Medication means a substance approved by the U.S. Food and Drug Administration (FDA) or Environmental Protection Agency (EPA) that is used to treat your pet.

Veterinarian means a legally licensed veterinary medical practitioner.

Veterinary services means treatment provided by or under the supervision of a veterinarian who has physically examined your pet, including medication prescribed by the veterinarian.

Section 2. DEFINITIONS of the Coverage Forms is amended by adding the following definitions:

Covered veterinary expenses means expenses for reasonable and necessary veterinary services that are eligible for payment under the VPI Pet Wellness Plans.

Drug or drugs means medication or other substance undergoing clinical trials for or approved by the U.S. Food and Drug Administration (FDA) or Environmental Protection Agency (EPA) that is used to treat your pet.

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.

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.

Veterinary services means medical advice, diagnosis, care or treatment provided by a veterinarian who has physically examined your pet, including drugs prescribed by the veterinarian.

Section 3. POLICY TERM of the Coverage Forms is amended by removing the term “covered veterinary services expenses” and replacing with the term “covered veterinary expenses.”

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Section 5. YOUR DUTIES of the Coverage Forms is amended by removing the term “veterinary services expenses” and replacing with the term “veterinary expenses.”

Section 7. TERMINATION OF INSURANCE of the Coverage Form is amended by adding the following provision:

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 7.B. applies to any refund.

All other provisions of this policy apply.
INSURER DISCLOSURE OF IMPORTANT POLICY PROVISIONS
Pet Wellness Plans

1. Your policy contains exclusions, listed in Section 4: WHAT WE DO NOT COVER—EXCLUSIONS. Please refer to the exclusions section of the policy for more information.

2. We do not reduce coverage or increase premiums based on your claim history.

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.

4. Your policy has a Benefit Schedule, located in the policy coverage form. We use this Benefit Schedule in determining claim payment under your policy.

NOTICE: 30-DAY FREE LOOK: CANCELLATION BY RETURN OF POLICY

After you apply for insurance with us and we accept your application by issuing your policy to you, you may cancel your policy without charge as described in Section 7. of your policy. You must deliver or mail your policy to us and tell us that you want to cancel your policy, within 30 days of your policy effective date as shown on your Declarations Page.

If we have not paid any claims or 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 7.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.