

DIRECT ALL INQUIRES AND CLAIMS TO: DVM Insurance Agency
1800 E. Imperial Highway, Suite 145 • Brea, CA 92821 • 1-800-540-2016 • 1-714-989-0555

PERCENT OF INVOICE PLAN A 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 **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 (e.g., usual and customary) **veterinary expenses** that **you** are obligated to pay for **veterinary services** that are eligible for payment under this policy. **Veterinary expenses** for **wellness** or **preventive coverage** are not covered unless **you** selected the optional **wellness** and **preventive coverage** as reflected by **your** Declarations Page.
- D. Cured** means the condition is 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** 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**.
- F. 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.
- G. 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.
- H. Illness** means any **condition** caused by or associated with disease, including complications arising during pregnancy.
- I. Injury** means physical damage to **your pet's** body caused by an unforeseen physical action or force outside **your pet's** body.
- J. Medical management** means ongoing treatment of a previously diagnosed **chronic condition** that is not currently present, but at risk for recurrence.
- K. Nutritional supplement** means oral or injectable dietary supplements, including vitamins and nutraceuticals, **prescribed** by **your veterinarian** to treat a **condition** that is covered by **your** policy.
- L. Pet** means the animal identified on the Declarations Page of this policy.

- M. Pet insurance** means an individual or group insurance policy that provides coverage for **veterinary expenses**.
- N. Pre-existing condition** means any **condition** that began or was contracted, manifested, or incurred up to twelve (12) 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.
- O. Prescribe or prescribed** means a **drug** or treatment: (1) directly provided by **your veterinarian**; or (2) authorized in writing by **your veterinarian**.
- P. 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 **your** 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.
- Q. Prevention or preventive coverage** means one of the treatments listed in this definition when performed for the purpose of avoiding a medical **condition** or to preserve or improve general nutrition or health, where there are no underlying symptoms of an associated medical **condition** diagnosed or observed in **your pet**. Only the following preventive **veterinary services** may be eligible for coverage: preventive gastropexy; removal of dewclaws with non-bone attachment; prophylactic retinopexy; pre-vaccination antihistamines or pain medication; juvenile pubic symphysiodesis (JPS). Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy.
- R. Procedure** means a veterinary treatment method or course of action.
- S. 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 **your** policy.
- T. Veterinarian** means a legally licensed veterinary medical practitioner.
- U. 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**, disposable medical supplies, or durable medical equipment **prescribed** by a **veterinarian**.
- V. Veterinary services** means medical advice, diagnosis, care, or treatment provided by a **veterinarian** who has physically examined **your pet** and established a valid **veterinarian-client-patient** relationship, including, but 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**.
- W. Void** means to declare that this policy has no force or effect.
- X. 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.
- Y. We, us, or our** means the company providing this insurance.
- Z. Wellness** means only the following **veterinary services**: vaccinations or titers; up to one-year supply of flea and heartworm preventive medication during a policy term; **wellness** veterinary exams, **wellness** blood tests; **wellness** radiographs; heartworm test; FELV/FIV screens; urinalysis; fecal tests; deworming; microchip or other permanent pet identification; spay or neuter; dental cleaning; DNA testing; OFA and other genetic certification **procedures**. 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** is only covered if **you** selected it as an additional coverage at the time of enrollment and is reflected on the Declarations Page of this policy.
- AA. You or your** means the **pet** owner listed on the Declarations Page of this policy.

3. MEDICAL COVERAGE

INSURING AGREEMENT

We will pay **covered veterinary expenses** that **you** incur during the policy term for the **medical management**, diagnosis, or treatment of **your pet's condition** up to the limit listed on **your** Declarations Page. **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.

This part of the policy does not provide coverage for **wellness** and **prevention**.

4. OPTIONAL WELLNESS AND PREVENTIVE COVERAGE

INSURING AGREEMENT

Wellness and prevention is only covered if **you** selected it as an additional coverage at the time of enrollment and is reflected by the Declarations Page of this policy. We will pay **covered veterinary expenses** that **you** incur during the policy term for **wellness or preventive coverage** up to the limit listed on **your** Declarations Page. This coverage is in addition to **your** medical coverage—as described in Section 3.—for the **medical management**, diagnosis, or treatment of **your pet's condition**. **Wellness veterinary services** for **your pet** must occur while **your** policy is in effect. Benefit payments are subject to all exclusions, limitations, and conditions of this insurance policy.

5. POLICY TERM

Your policy is effective during the dates and times shown on **your** Declarations Page. **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.

6. BENEFIT PROVISIONS

- A.** We list **your** deductible and coinsurance percentage on **your** Declarations Page. **Your** deductible applies once in each policy term.
- 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 coverages combined (e.g., medical, wellness and preventive).
- C.** We list **your** **wellness** and **prevention coverage** limit, if applicable, on **your** Declarations Page. **Your** **wellness** and **prevention coverage** limit applies to each policy term. We will not pay more than the **wellness** and **prevention coverage** limit in each policy term.
- D.** 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 up to the limits selected.

7. 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 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 cruciate ligament or meniscal damage or rupture that occurs during the first 12 (twelve) calendar months that **your pet** is insured by **us**. **You** must maintain continuous coverage on **your pet** with **us** in order to avoid another twelve (12) month waiting period.
- F.** Diagnosis or treatment of any **condition** caused intentionally by **you** or any other resident of **your** household.

- G. Any behavioral training, behavioral therapy or behavioral treatment that is: (1) not performed by a licensed **veterinarian** who has physically examined **your pet**; or (2) **pet** obedience training, regardless of who performs it.
- H. 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 performed or **prescribed** by **your veterinarian** to treat **your pet's** covered **condition**.
- I. **Veterinary expenses** for prescriptions: (1) above and beyond the amount **prescribed** by **your veterinarian** for **your pet**; or (2) for more than a one year supply for **your pet** during a single policy term.
- J. Food or treats of any type other than **prescription pet food**. 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.
- K. 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.
- L. Fees or other expenses for **pet** services and supplies not **prescribed** by **your veterinarian** to **prevent**, diagnose or treat **your pet's condition**.
- M. 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.
- N. Membership fees for **medical, wellness, or preventive** care plans, clubs, subscriptions, or cash back programs provided by **your veterinarian** or a third-party provider.
- 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. **MEDICAL COVERAGE** and Section 4. **OPTIONAL WELLNESS AND PREVENTIVE COVERAGE**.
- 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** (e.g., dewclaw removal, declaw, ear cropping and tail docking).

8. YOUR DUTIES

- A. **We** ask **you** to 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.
- 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 to **your pet's** health upon **our** request.
- 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 reasonably protect **your pet** from aggravation of any **condition**.
- F. Upon payment of benefits, **we** will be subrogated to **your** rights of recovery from any other party.

9. 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.

10. 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 (10) 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.

11. ASSIGNMENT OR TRANSFER OF POLICY

- A. **You** may not transfer or assign this policy in whole or in part without **our** written consent.
- B. **Your** policy will transfer to **your** legal representative or surviving **spouse** upon **your** death.

12. 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.

13. 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 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.

14. 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.

15. 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**.

16. 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.

17. 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 **your** policy, per each installment payment.

SAMPLE