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 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 U.S. 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. Preexisting 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.

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 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.

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 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 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 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 preexisting 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 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 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 test-ting, 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 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 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.

C. 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 10.B. applies to any refund.

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.

Philippe Brevin
Assistant Secretary

President

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 (2017); National Casualty Company (all other states), Columbus, OH, an A.M. Best A+ rated company (2017). 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. ©2018 Nationwide.
INSURER DISCLOSURE OF IMPORTANT POLICY PROVISIONS
Percent of Invoice Plan A

1. Your policy contains exclusions, listed in Section 7: WHAT WE DO NOT COVER—EXCLUSIONS. Your policy excludes coverage for diagnosis or treatment of any:
   a. “Preexisting 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.”

   Other exclusions may apply. Please refer to the exclusions section of the policy for more information.

2. Your policy has provision(s) that limit coverage.
   a. Section 5 of your policy says that your policy is effective during the dates and times shown on your Declarations Page and your policy effective date will not be earlier than 14 days after we approve your application and receive your payment.
   b. Section 6 of your policy—BENEFIT PROVISIONS—says that a deductible, a coinsurance percentage, an annual term limit, and – if applicable – a wellness and preventive coverage limit listed on your Declarations Page, apply to your policy. Section 6.B to 6.D describes where we list any applicable Annual Term Limit, Wellness and Preventive Coverage Limit, Deductible, and Coinsurance percentage to your covered veterinary expenses.

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

4. 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.

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 10.C. 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 nor 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 10.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.