1. INSURING AGREEMENT

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

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

*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

#### 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 allergens. 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

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 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 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 cesarean 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

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

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

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**

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**

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**

**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**

**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 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**

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

AMENDATORY ENDORSEMENT - CALIFORNIA

This endorsement modifies insurance provided under the following:

VPI FELINE SELECT PLAN - COVERAGE FORM

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

- **Chronic condition** means a condition that can be treated or managed but not cured.
- **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.
- **Covered veterinary services expenses** means expenses for reasonable and necessary veterinary services that you incur for the diagnosis or treatment of a covered condition.
- **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.
- **Medication** means a substance approved by the U.S. Food and Drug Administration (FDA) that is used to treat a condition.
- **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.
- **Veterinarian** means a legally licensed veterinary medical practitioner.
- **Veterinary services** means medical treatment provided by or under the direct supervision of a veterinarian, including medication prescribed by the veterinarian.

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

- **Chronic condition** means a condition that can be treated or managed, but not cured.
- **Congenital anomaly or disorder** means a condition that is present from birth, whether inherited or caused by the environment, which may cause or otherwise contribute to illness or disease.
- **Covered veterinary expenses** means expenses for reasonable and necessary veterinary services that are eligible for payment under the VPI Feline Select Plan.
Drug or drugs means medication or other substance undergoing clinical trials for or approved by the U.S. Food and Drug Administration (FDA) that is used to treat a condition.

Hereditary disorder means an abnormality that is genetically transmitted from parent to offspring and may cause illness or disease.

Pet insurance means an individual or group insurance policy that provides coverage for veterinary expenses.

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.

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.

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.

Sections 3. POLICY TERM and 4. BENEFIT PROVISIONS of the Coverage Form are amended by removing the term “covered veterinary services expenses” and replacing with the term “covered veterinary expenses.”

Sections 4. BENEFIT PROVISIONS and 6. YOUR DUTIES of the Coverage Form are amended by removing the term “veterinary services expenses” and replacing with the term “veterinary expenses.”

Section 5. WHAT WE DO NOT COVER – EXCLUSIONS of the Coverage Form has been modified as follows:

Section 5A is amended by removing the term “pre-existing” and replacing with the term “preexisting.”

Section 5G is amended by removing the term “congenital disorder” and replacing with the term “congenital anomaly or disorder.”

Section 5H is amended by removing the term “hereditary disorder, defect, or disease” and replacing with the term “hereditary disorder.”

Section 8. TERMINATION OF INSURANCE of the Coverage Form is amended by adding the following provision:

E. 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 8.D. applies to any refund.

All other provisions of this policy apply.
INSURER DISCLOSURE OF IMPORTANT POLICY PROVISIONS
Feline Select Plan

1. Your policy contains exclusions, listed in Section 5: WHAT WE DO NOT COVER—EXCLUSIONS. Your policy excludes coverage for diagnosis or treatment of any:

   a. “Preexisting condition,” which 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.”

   b. “Hereditary disorder,” which means “an abnormality that is genetically transmitted from parent to offspring and may cause illness or disease.”

   c. “Congenital anomaly or disorder,” which means “a condition that is present from birth, whether inherited or caused by the environment, which may cause or otherwise contribute to illness or disease.”

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

2. Your policy has provisions that limit coverage.

   a. Section 3 of your policy says that your policy is effective during the times and dates shown on your Declarations Page or Renewal Certificate and your policy effective date will not be earlier than 14 days after we approve your application and receive your payment.

   b. Section 4.A. of your policy says that we will not pay more than $600 in veterinary expenses during the policy term for each covered condition. Section 4.B. lists the covered conditions.

   c. Section 4.C. of your policy says that all payments for any covered condition reduce the amount payable under that covered condition for any other covered veterinary expenses incurred during the policy term. Additionally, this section says that covered veterinary expenses that are paid under one covered condition are not eligible for payment under any other covered condition. This section also says that we will only pay veterinary expenses for diagnostic testing of a covered condition.

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 8.E. 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 8.D. 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.