

**VETERINARY PET INSURANCE COMPANY**  
1800 E. Imperial Highway, Suite 145 • Brea, CA 92821

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

**INJURY PLAN COVERAGE FORM**

**1. INSURING AGREEMENT**

**We** will provide the benefits listed in the VPI® Injury Plan 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 the diagnosis or treatment of **your pet's injury**. Benefit 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. All clinical signs or symptoms of an **illness** or **injury** constitute one **condition**.
- C. **Covered veterinary services expenses** means expenses for reasonable and necessary **veterinary services** that are eligible for payment under the VPI® Injury Plan Benefit Schedule.
- D. **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.
- E. **Illness** means any **condition** caused by or associated with sickness or disease. This includes any **condition** caused by or associated with: (1) virus, bacteria, or other pathogenic organism, (2) any metabolic or endocrine disorder, (3) the deterioration, degeneration, or aging of any body part, or (4) the failure of any body part to function properly unless caused by physical trauma.
- F. **Incident** means an occurrence that causes **injury to your pet**.
- G. **Injury** means physical damage to part of a **pet's** body caused by an unforeseen physical action or force outside the **pet's** body.
- H. **Medication** means a substance approved by the U.S. Food and Drug Administration (FDA) that is used to treat a **condition**.
- I. **Pet** means the animal identified on the Declarations Page or Renewal Certificate of **your** policy.
- J. **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.
- K. **Prescribed** means: (1) directly provided by or (2) authorized by written instruction of a **veterinarian**.
- L. **Procedure** means a veterinary medical or surgical treatment method or course of action.
- M. **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.
- N. **Veterinarian** means a legally licensed veterinary medical practitioner.
- O. **Veterinary services** means medical treatment provided by or under the direct supervision of a **veterinarian**, including **medication prescribed** by the **veterinarian**.

- P. **Void** means to declare during the policy term that this policy is no longer in force or effect.
- Q. **We, us, or our** means the company providing this insurance.
- R. **Wild mammal** means a mammal that has never been domesticated and generally lives in the state of nature unless captured and confined.
- S. **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 an **injury** to **your pet** 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 **your pet's injury**, up to the limits of this policy. To be eligible for payment, **your pet's injury** must be a **condition** or **procedure** listed in the VPI® Injury Plan Benefit Schedule.
- B. **We** will apply **your** deductible to **covered veterinary services expenses** that **you** incur during the policy term. **We** will pay **covered veterinary services expenses** that exceed **your** deductible, up to the limit of one Column A Primary Diagnosis Allowance and any Column B Secondary Diagnosis Allowance that applies to **your pet's injury**. These Diagnosis Allowances are the most that **we** will pay during the policy term for any **injury** covered by this policy, regardless of the number of **incidents** or treatments during the policy term.
- C. **Covered veterinary services expenses** from each **incident** are eligible for payment under only one Column A Primary Diagnosis Allowance and any applicable Column B Secondary Diagnosis Allowance. In each **incident, we** will apply the Column A Primary Diagnosis Allowance of the predominant **condition** for which **your pet** received **veterinary services**. **We** will not pay both a Column A Primary Diagnosis Allowance and a Column B Secondary Diagnosis Allowance under any Diagnosis Code that applies to the same **injury**.
- D. All payments under any Diagnosis Allowance reduce the amount payable under that Diagnosis Allowance for any other **covered veterinary services expenses** incurred during the policy term. **Covered veterinary services expenses** that are paid under one Diagnosis Allowance are not payable under any other Diagnosis Allowance. **We** will only pay **veterinary services** expenses for diagnostic testing resulting in the diagnosis of a **condition** that is covered by this policy.
- E. **We** will pay for Specialized Diagnostic Tests conducted by **your veterinarian**, up to the limits of the Specialized Diagnostic Test amounts listed in the VPI® Injury Plan Benefit Schedule. **We** will only pay for tests resulting in the diagnosis of a **condition** that is covered by this policy. **We** will not pay more than \$1,500 in Specialized Diagnostic Tests per policy term. These Specialized Diagnostic Test allowances apply in addition to any diagnostic testing amounts payable under a Column A Primary Diagnosis Allowance or a Column B Secondary Diagnosis Allowance.
- F. **We** will not pay more than \$14,000 in each policy term.

### 5. DEDUCTIBLE

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**We** list **your** deductible on the Declarations Page or Renewal Certificate of **your** policy. **Your** deductible applies to each policy term. **We** will not pay any amount unless **your covered veterinary services expenses** during the policy term exceed **your** deductible. **We** will only pay the amount that exceeds **your** deductible, as specified in this policy.

### 6. WHAT WE DO NOT COVER – EXCLUSIONS

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**We** will not pay for:

- A. Diagnosis or treatment of any **illness** or any **condition** caused by or resulting from an **illness**.
- B. Diagnosis or treatment of any **pre-existing condition**.
- C. Diagnosis or treatment of any **condition** identified as an Additional Excluded **Condition** on the Declarations Page or Renewal Certificate of **your** policy.
- D. 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.

- E. Diagnosis or treatment of any **condition** consisting of or associated with: (1) angular limb deformity or (2) cruciate ligament or meniscal damage or rupture that occurs during the first twelve (12) calendar months that this policy is in effect.
- F. Diagnosis or treatment of any **condition** consisting of or caused by cervical vertebral instability/Wobblers or intervertebral disc disease, rupture, or herniation.
- G. Diagnosis or treatment for gastric torsion, dilation, or bloat.
- H. 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, or (4) tooth hygiene or appearance.
- I. Diagnosis, treatment, or preventive diagnosis or treatment of **your pet** for internal or external parasites including fleas, heartworms, and roundworms.
- J. Elective **procedures** or cosmetic surgeries.
- K. Expression of anal glands, anal sacculitis, or removal of anal glands.
- L. Preventive gastropexy, tail docking, dewclaw removal, skin fold resection, or nail trims.
- M. 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.
- N. **Medication prescribed** more than one year after **your pet's injury**
- O. 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**.
- P. Boarding, transportation, grooming, or bathing. Boarding includes medical boarding, and bathing includes medicated baths or dips.
- Q. Diagnosis, treatment, training, or therapy for behavioral problems.
- R. Routine examinations, preventive treatment—including vaccines, or diagnostics associated with preventive treatment.
- S. Diagnosis or treatment that is experimental, investigational, or otherwise not generally accepted in the veterinary medical community.
- 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 of any complication or progression of any **condition** excluded by this policy.
- V. Diagnosis or treatment of **your pet's injury** that was caused intentionally by **you** or any other resident of **your** household.
- W. 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.

## 7. YOUR DUTIES

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- A. **You** must promptly notify **us** of **your pet's** treatment for any **injury**. **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 **your** policy, upon **our** request.
- E. Upon payment of benefits, **we** will be subrogated to **your** rights of recovery from any other party.

## 8. 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**.

## 9. 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.

## 10. 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.

## 11. 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.

## 12. 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.

## 13. 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.

## 14. 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 this policy and any endorsements or riders are the entire and only agreements between **you** and **us**.

## 15. 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.

## 16. 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.

SAMPLE

## INSURER DISCLOSURE OF IMPORTANT POLICY PROVISIONS

### Injury Plan

1. Your policy contains exclusions, listed in Section 6: 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.”

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

2. Your policy has these provisions that limit coverage:
  - a. Section 5 of your policy—DEDUCTIBLE—says: “We list your deductible on the Declarations Page or Renewal Certificate of your policy. Your deductible applies to each policy term.” This section explains how we will apply your deductible.
  - b. In Section 6. E., your policy says that we will not pay for “diagnosis or treatment of any condition consisting of or associated with: ... cruciate ligament or meniscal damage or rupture that occurs during the first twelve (12) months that this policy is in effect.”
  - c. Section 4 of your policy contains several limits that apply each policy term, which is shown on your Declarations Page or Renewal Certificate.
    - (1) Section 4.A, your policy says that for your covered veterinary expenses to be eligible for payment under your policy, your pet’s injury must be a condition or procedure listed in the Benefit Schedule of your policy. This Benefit Schedule contains separate annual limits for conditions or procedures that are covered by your policy.
    - (2) Section 4.B. of your policy says that we apply your deductible to covered veterinary expenses that you incur during the policy term and we will pay these expenses up to the limit of one Column A Primary Diagnosis Allowance and any Column B Secondary Diagnosis Allowance that applies to your pet’s injury. These Diagnosis Allowances are maximum amounts paid during each policy term, regardless of the number of incidents or treatments during the policy term.
    - (3) Section 4.C. of your policy says that covered veterinary expenses from each incident are eligible for payment under only one Column A Primary Diagnosis Allowance and any applicable Column B Secondary Diagnosis Allowance. Additionally, this section says that in each incident, we will apply the Column A Primary Diagnosis Allowance of the predominant condition for which your pet received veterinary services. This section also says that we will not pay both a Column A Primary Diagnosis Allowance and a Column B Secondary Diagnosis Allowance under any Diagnosis Code that applies to the same injury.
    - (4) Section 4.D. of your policy says that all payments under any Diagnosis Allowance reduce the amount payable under that Diagnosis Allowance for any other covered veterinary expenses incurred during the policy term. Additionally, this section says that covered veterinary expenses that are paid under one Diagnosis Allowance are not payable under any other Diagnosis Allowance. This section also says that we will only pay veterinary expenses for diagnostic testing resulting in the diagnosis of a condition that is covered by this policy.

- (5) Section 4.E, your policy says that will not pay more than \$1,500 in each policy term for Specialized Diagnostic Tests conducted by your veterinarian.
- (6) Section 4.F., your policy says that we will not pay more than \$14,000 in each policy term.
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 form booklet we send you—immediately following page 5 of your policy booklet. We use this Benefit Schedule in determining claim payment under your policy.

### **NOTICE: 30-DAY FREE LOOK CANCELLATION**

After you apply for insurance with us and we accept your application by issuing your policy to you, you may request a free look cancellation of your policy without charge as described in Section 9.E. of your policy. Free look cancellation requests must be made 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 9.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.



## INSURER DISCLOSURE OF IMPORTANT POLICY PROVISIONS

### Injury Plan

1. Your policy contains exclusions, listed in Section 6: 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.”

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

2. Your policy has these provisions that limit coverage:
  - a. Section 5 of your policy—DEDUCTIBLE—says: “We list your deductible on the Declarations Page or Renewal Certificate of your policy. Your deductible applies to each policy term.” This section explains how we will apply your deductible.
  - b. In Section 6. E., your policy says that we will not pay for “diagnosis or treatment of any condition consisting of or associated with: ... cruciate ligament or meniscal damage or rupture that occurs during the first twelve (12) months that this policy is in effect.”
  - c. Section 4 of your policy contains several limits that apply each policy term, which is shown on your Declarations Page or Renewal Certificate.

- (1) Section 4.A, your policy says that for your covered veterinary expenses to be eligible for payment under your policy, your pet’s injury must be a condition or procedure listed in the Benefit Schedule of your policy. This Benefit Schedule contains separate annual limits for conditions or procedures that are covered by your policy.
- (2) Section 4.B. of your policy says that we apply your deductible to covered veterinary expenses that you incur during the policy term and we will pay these expenses up to the limit of one Column A Primary Diagnosis Allowance and any Column B Secondary Diagnosis Allowance that applies to your pet’s injury. These Diagnosis Allowances are maximum amounts paid during each policy term, regardless of the number of incidents or treatments during the policy term.
- (3) Section 4.C. of your policy says that covered veterinary expenses from each incident are eligible for payment under only one Column A Primary Diagnosis Allowance and any applicable Column B Secondary Diagnosis Allowance. Additionally, this section says that in each incident, we will apply the Column A Primary Diagnosis Allowance of the predominant condition for which your pet received veterinary services. This section also says that we will not pay both a Column A Primary Diagnosis Allowance and a Column B Secondary Diagnosis Allowance under any Diagnosis Code that applies to the same injury.
- (4) Section 4.D. of your policy says that all payments under any Diagnosis Allowance reduce the amount payable under that Diagnosis Allowance for any other covered veterinary expenses incurred during the policy term. Additionally, this section says that covered veterinary expenses that are paid under one Diagnosis Allowance are not payable under any other Diagnosis Allowance. This section also says that we will only pay veterinary expenses for diagnostic testing resulting in the diagnosis of a condition that is covered by this policy.



- (5) Section 4.E, your policy says that will not pay more than \$1,500 in each policy term for Specialized Diagnostic Tests conducted by your veterinarian.
- (6) Section 4.F., your policy says that we will not pay more than \$14,000 in each policy term.
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 form booklet we send you—immediately following page 5 of your policy booklet. We use this Benefit Schedule in determining claim payment under your policy.

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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 9.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.