

YOUR COVERAGE EXPLAINED

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SECTION 1: YOUR INSURANCE AGREEMENT

We provide the insurance described in this policy in return for Your timely and successful payment of Your premiums, subject to the terms and conditions set forth in this policy:

- A. WE COVER: The Actual Cost of Treatment You incur for the Veterinary Treatment of Your Pet for unexpected Illnesses or Injuries.
- B. COVERAGE CHANGES:
 - i. DEDUCTIBLE:
 - 1. The deductible You select is defined as the monetary amount that You pay for an Illness or Injury, prior to coverage. Once You meet the deductible amount for a specific Illness or Injury, this policy will pay out all future losses for that specific Illness or Injury, subject to all other terms and conditions of this policy.
 - 2. Your new deductible amount will become effective 30 days after Your next billing date for Illnesses and 5 days after Your next billing date for Injuries.
 - 3. Claims submitted after a deductible change for the treatment of Illnesses or Injuries that exist at or before the effective date described above will be subject to the higher deductible amount.
 - ii. ADDITION AND REMOVAL OF OPTIONAL COVERAGE RIDERS:
 - 1. Optional riders may be added or removed annually at the time of Your Policy Enrollment Date.
 - 2. We do not provide coverage for Veterinary Treatment associated with the optional riders for conditions that exist before the effective date described above.
 - 3. Optional coverage provided by a rider will end at the time the rider is removed.

SECTION 2: POLICY BENEFITS IN DETAIL

- A. **INSURED PET:** We insure Your Pet for the actual cost of Veterinary Treatment for Illnesses and Injuries.
- B. **OPTIONAL COVERAGE RIDERS:** The following optional benefits are available subject to an additional premium. You must choose and pay for these riders for these benefits to apply:
 - i. **RECOVERY AND COMPLEMENTARY CARE RIDER:**
 - 1. Rehabilitative therapy;
 - 2. Acupuncture;
 - 3. Hydrotherapy;
 - 4. Chiropractic;
 - 5. Behavioral modification and therapy;
 - 6. Homeopathy; and
 - 7. Naturopathy.
 - ii. **PET OWNER ASSISTANCE PACKAGE:**
 - 1. Liability coverage for third-party property damage;
 - 2. Advertising and reward;
 - 3. Boarding fees;
 - 4. Holiday vacation cancellation costs; and
 - 5. Cremation or burial fees.
 - iii. **BREEDING RIDER:** Illnesses and Injuries related to breeding, whelping, and queening.

All benefits are subject to the terms and conditions of this policy.

SECTION 3: GENERAL CONDITIONS OF COVERAGE

- A. Premiums are payable monthly. This policy is continued until canceled and will renew automatically every month as long as Your premium payments are current. If premiums are unpaid, We may cancel this policy by sending a notice of cancellation to You at Your last known address at least 20 days before the effective date of cancellation.
- B. The successful payment of Your premiums constitutes Your acceptance of all terms and conditions contained in this policy.
- C. All Veterinary Treatments and care must be provided by a Veterinarian with the necessary training and experience or staff member at the authorization of and under a Veterinarian's direct supervision.
- D. Coverage for treatments may be provided under this policy only while Your Pet is in the United States of America, Puerto Rico, Canada, Australia or any other region under US, Canadian or Australian government control, such as military installations/bases in foreign countries.
- E. No coverage will be provided for any Veterinary Treatment costs or losses incurred during any period of time in which Your policy is not in force.
- F. Proration of costs will occur if the invoiced items are applicable to more than one Illness or Injury. Unless a cost breakdown is provided on the invoice, We will prorate the invoice items evenly among the related Illnesses or Injuries.
- G. This policy is not transferable to other Pets.
- H. You may cancel Your policy by notifying Us in writing via mail, fax, or email.
- I. Insurance fraud unfairly increases premiums for all policyholders. If any policyholder provides Us or makes a claim that involves false, misleading, and/or dishonest information, We may not pay the claim, We may void that policy, and We may be required by law to report it to governmental authorities.
- J. You must be the personal and individual Owner of the insured Pet.
- K. Illnesses or Injuries to Your Pet that arise from Your repeated negligent and/or reckless activity may be excluded by Us if You are notified in writing that claims that arise from that activity will no longer be covered. If there is a repeated activity that is to be excluded from Your policy, We will notify You in writing by mail or by email (to the last addresses made known to Us) at least 30 days before the change takes effect.
- L. Waiver of Rights in the Event of a Dispute: There may be instances where We disagree regarding the terms of coverage. In such cases, We will negotiate in good faith to resolve the issue amicably. If We are unable to agree, You remain entitled to seek remedies under applicable law. In the event You bring a legal action against Us in Your chosen jurisdiction, You agree to not object to Our request to appear electronically.
- M. Recovery from Third Parties; Subrogation; Reimbursement; Setoff: We will not make payments for claims for which You are entitled to recovery under any other insurance, except for any additional sum that is payable over and above such other insurance and any contribution that We are obliged to make by law. If We make a payment to You and You are also entitled to receive a payment from a third-party, our obligation is subrogated to that right. You will help Us recover any payments that were subject to subrogation and reimburse Us to the extent You recover from a third party (up to the amount of our payments to You). Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy We may have, We may set off or recoup any liability owed to You pursuant to this policy against

any amount We determine, in good faith, that You are liable for to Us, including, without limitation, any overpayments We may have made to You due to subrogation, error, or otherwise.

- N. Severability: If at any time this policy's provisions are in conflict with the applicable laws, rules, and/or regulations of the state or province in which this policy is issued, the provisions will be reformed and construed to be valid, legal, and enforceable to the maximum extent permitted by such applicable laws, rules, and/or regulations to effect the original intent of the parties as closely as possible.
- O. Entire contract: This policy, the declarations page, and any attached riders or endorsement(s) contain all the agreements between You and Us and supersede any prior agreements or understandings between Us.

SECTION 4: PROTECTING YOUR PET

We do not cover Illnesses or Injuries that may arise from Your failure to:

- A. Act prudently in the care and protection of Your Pet. You must protect Your Pet from the exacerbation and/or recurrence of any Injury or Illness after its initial occurrence and provide proper Maintenance/preventive care.
- B. Administer Vaccinations and preventive Veterinary Treatment or Medication as recommended by Your Veterinarian to protect against Illness. We do not pay claims for Illnesses (including treatment or diagnostics) that can be prevented via vaccination or preventive Medication if You did not provide that preventive care for Your Pet.

SECTION 5: OUR CLAIMS PROCESS – What happens if you need to make a claim

- A. You must submit a fully-completed claim form and supporting invoice(s) for each and every Illness or Injury for which a claim is made within 90 days of the treatment date. You can download a claim form from the Member Portal on Our website at Members.Trupanion.com or You may contact Our Member Experience team at 855.266.2151 and We will mail, email, or fax one to You.
- B. We require complete medical history/records associated with Your Pet to process any claim. You agree to provide to Us all medical history/records associated with Your Pet. You authorize Us, at the time of Your Policy Enrollment Date and any time thereafter, to contact any veterinary Hospitals to obtain all available medical records that exist for Your Pet. You authorize any veterinary Hospitals to release to Us all medical records that exist for Your Pet. Failure or refusal to disclose a complete medical history for Your Pet when requested may result in the denial of Your claim(s) and/or cancellation of Your policy.
You may have Your claims paid directly to the treating Veterinarian if an arrangement to do so exists between Us and the treating Veterinarian.
- C. If We pay a claim for any Illness or Injury that is not eligible under the policy terms and conditions, that payment by Us does not waive Our right to apply the terms and conditions of this policy appropriately to any other submitted claims.

SECTION 6: ELIGIBLE CLAIMS – what you pay

- A. Examination fees;
- B. Deductible (if You choose to have one);
- C. Coinsurance;
- D. Taxes; and
- E. Costs not covered by this policy.

SECTION 7: DENTAL COVERAGE

A. THINGS YOU MUST DO TO RECEIVE DENTAL ILLNESS COVERAGE:

- i. Your Pet's teeth must be Examined by a Veterinarian at least once every 12 months.
- ii. If for any reason Your Pet's teeth have not been Examined by a Veterinarian within the 12 months prior to the Policy Enrollment Date, dental coverage starts from the date of Your Pet's first dental Examination after the Policy Enrollment Date. In addition to all other terms and conditions, any Illnesses or Injuries found at such an Examination, or signs prior to such an Examination, will not be eligible for dental coverage.
- iii. You must follow Your Veterinarian's advice about dental care and, if recommended, Your Pet must undergo Dental Prophylaxis performed by or under the direct supervision of a Veterinarian within the recommended timeframe. If Your Veterinarian does not provide a recommended timeframe, then the specified treatment must be completed within 3 months of the date of the recommendation.

B. WHAT IS COVERED: Veterinary Treatment required due to dental Illness and Injury, subject to all other terms and conditions of this policy.

C. WHAT IS NOT COVERED:

- i. Veterinary Treatment for dental Illness, including resorptive lesion(s), if Your Pet has any signs or evidence of periodontal disease, periodontitis, gingivitis, tartar, stomatitis or resorptive lesions prior to the Policy Enrollment Date or during any applicable waiting periods.
- ii. Dental Prophylaxis at any time or for any reason.
- iii. Toothbrushes, toothpastes, dental foods, chews, rinses or preventive dental care at any time or for any reason.
- iv. Open or closed root planing at any time or for any reason.
- v. Any Veterinary Treatment related to retained deciduous teeth if Your Pet was enrolled at or greater than 6 months of age.
- vi. Veterinary Treatment costs for teeth other than canine and carnassial teeth will be limited to the estimated extraction cost.

SECTION 8: PRESCRIPTION FOOD, HERBAL THERAPY, AND SUPPLEMENTS

- A. **PRESCRIPTION FOOD:** 50% of the cost of Prescription Food is eligible when recommended by Your Veterinarian for the treatment of Illnesses or Injuries covered by this policy for up to two months of normal feeding from the date of onset of the Condition. We do not cover the cost of Prescription Food when used for maintenance or for routine or preventive care for any reason at any time.
- B. **HERBAL THERAPY:** We cover herbal therapy that involves the use of herbs, either as single products or in combination with other herbs, for medicinal purposes. This must be recommended or prescribed under the supervision of a Veterinarian with training and experience in herbal medicine.
- C. **SUPPLEMENTS:** We cover dietary supplements, including vitamins and nutraceuticals, manufactured and labeled with ingredient analysis that are recommended by Your Veterinarian in the treatment of Illnesses and Injuries covered by this policy and not for routine or preventive care.

SECTION 9: WHAT WE DO NOT COVER

A. WAITING PERIODS:

- i. Illnesses that occur or reoccur through to and including the 30 days following the Policy Enrollment Date are deemed pre-existing Conditions and not eligible for coverage.
- ii. Injuries that occur through to and including the 5 days following the Policy Enrollment Date are deemed pre-existing Conditions and not eligible for coverage.

B. PRE-EXISTING CONDITIONS:

- i. Illnesses or Injuries for which signs or evidence of their potential manifestation existed within the 18 months prior to the Policy Enrollment Date.
- ii. Illnesses or Injuries masked or controlled by treatment or Medication at any time during the 18 months prior to the Policy Enrollment Date.
- iii. Illnesses or Injuries that occurred or began within the 18 months prior to the Policy Enrollment Date through to and including any applicable waiting periods or would have been observable or reasonably known to be present by You or Your Veterinarian or that are evidenced by the presence of typical signs, even if they are not noted in Your Pet's medical records.
- iv. The Actual Cost of Treatment for the following if signs or evidence presented on either side of Your Pet during the period 18 months prior to the Policy Enrollment Date through to and including the 30 days following the Policy Enrollment Date: luxating patella, glaucoma, entropion, ectropion, elbow dysplasia, cataracts, prolapse of the tear gland of the third eyelid (cherry eye), and disease, weakness, instability, tear, partial tear or rupture of the cranial cruciate ligament.
- v. Hip dysplasia if there was any sign or evidence of the potential manifestation of the Condition any time prior to the Policy Enrollment Date through to and including the 30 days following the Policy Enrollment Date or if the Condition was reasonably known to be present by You, even if not noted in Your Pet's medical records.
- vi. Illnesses or Injuries that arise from a repetitive and specific activity (including but not limited to Foreign Materials ingestion) if the same or similar activity occurred more than once during the 18 months prior to the Policy Enrollment Date through to and including applicable waiting periods.
- vii. Any external growth if a growth of the same type (determined by diagnostic testing or medical records descriptions, including exact location and size) is present within the 18 months prior to the Policy Enrollment Date or occurs or recurs through to and including the 30 days following the Policy Enrollment Date.
- viii. The Actual Cost of Treatment relating to intervertebral disc disease if there was any sign or evidence of the potential manifestation of it in any part of the spine prior to the Policy Enrollment Date through to and including the 30 days following the Policy Enrollment Date.

C. OTHER EXCLUSIONS: We do not cover at any time or for any reason the costs, fees, or expenses associated with:

- i. Examinations;
- ii. Administrative charges, Taxes and shipping costs;
- iii. Processing of insurance claims and transmission of medical records;

- iv. Illnesses or Injuries to Your Pet that arise from Your intentional or reckless activity. Permitting Your Pet to be in the company of anyone who has previously intentionally or recklessly endangered or harmed Your Pet will be deemed reckless.
- v. Breeding and Illnesses or Injuries related to breeding, whelping, and queening unless You add the Breeding Rider to Your policy;
- vi. Elective, cosmetic, or preventive procedures, including, but not limited to: tail docking, ear cropping, declawing, dew claw removal, microchip implantation, and associated costs of each;
- vii. Diagnostic Testing and Veterinary Treatment administered when the Pet has not evidenced any sign or symptom of an Illness or Injury, including but not limited to Routine or Preventive care.
- viii. Boarding, including but not limited to: medical Boarding, day care, day stay and day observation:
 - ix. Transportation expenses, including mileage fees;
 - x. Complications or sequelae to Illnesses, Injuries, procedures, diagnostic tests, treatments and/or Medications excluded or restricted by this policy;
 - xi. Anal gland expression;
 - xii. Bedding, housing, crates, cages, ramps, feeding bowls/platforms, feeding, exercise, non-prescribed special diets, raw food diets, Pet foods, routine or preventive supplements, bathing (including bathing intended as treatment for an eligible Condition), non-medicated shampoo, grooming, nail trims, ear cleaning, ear irrigation, toys, clothes, leashes, collars, electronic or other wearables, no-Hospital based diagnostic equipment or treatment equipment, and/or treats;
- xiii. Injury resulting from activities related to training for or participating in racing, including track or sled racing;
- xiv. Cloning and cloned Pets;
- xv. Spaying or neutering at any time or for any reason unless recommended by Your Veterinarian following an Illness or Injury that involves damage to the reproductive organs;
- xvi. Parasite infection, infestation, treatment, diagnostics, or control for internal or external parasites for which there are readily available preventive treatments;
- xvii. Cremation, burial, and other post-mortem costs;
- xviii. Optional coverage not selected;
- xix. Any claim for loss that arises from a nuclear reaction, radiation, radioactive contamination, or the discharge of a nuclear device or a chemical, biological, biochemical, or electromagnetic weapon, device, agent, or material, whether controlled or uncontrolled, accidental or otherwise; or
- xx. Any claim for loss that arises from war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, strikes, riots, or civil commotion.

SECTION 10: DEFINITIONS

These words that are used throughout this policy have the following special meanings:

- A. "Actual Cost of Treatment" means the standard fees/costs that the treating Veterinarian would charge, regardless of whether that customer has insurance coverage.
- B. "Boarding" means a service offered where a Pet is provided housing, food, water, and exercise or enrichment for a set amount of time in exchange for a fee. This could include giving Medications or providing treatments that could be given by someone other than a veterinary professional or is given as a convenience to the Pet Owner.
- C. "Coinsurance" means Your portion of the cost of covered Veterinary Treatment. Your Coinsurance amount is shown on the declarations page as the "Owner" portion.
- D. "Condition" means any disease, disorder, sickness, illness, and/or syndrome characterized by a loss of normalcy and that is manifest by clinical signs or symptoms.
- E. "Dental Prophylaxis" means scaling, cleaning, and polishing of the teeth as well as associated fees (including, but not limited to, anesthesia, pre-anesthetic blood work, and fluids).
- F. "Direct Supervision" means a licensed Veterinarian is readily available on the premises where the Pet is being treated and has assumed responsibility for the veterinary care given to the Pet by a person working under their direction.
- G. "Examination" and other derivations means an Examination performed by or under the supervision of a Veterinarian, including but not limited to: a physical, physical consultation, inpatient Examination, in-Hospital Examination, health certificate, consultation, office visit, office call, office fee, referral, recheck, or telemedicine consultation.
- H. "Foreign Material" means any food or non-food object not solely intended by the manufacturer for ingestion by Your Pet, including but not limited to: bones, toys, and food not labeled specifically for Pets.
- I. "Hospital" means all veterinary facility types and/or means by which a Pet receives veterinary care. The term "Hospital" includes but is not limited to: veterinary teaching Hospital, veterinary Hospital, veterinary clinic, mobile and/or house call veterinary practice, specialty veterinary Hospital, referral veterinary Hospital, veterinary care center, and veterinary specialty center.
- J. "Illness" means any sickness, disease, or any change to Your Pet's normal healthy state not caused primarily by an Injury, including dental illness.
- K. "Injury" means physical harm or damage to Your Pet caused by an event and is not more directly related to an underlying disease process.
- L. "Maintenance" means a therapeutic regimen, including treatments, diagnostics, or Medications intended to preserve the benefit of the initial treatment.
- M. "Medication" means any medicine prescribed and/or recommended by Your Veterinarian, as evidenced in Your Pet's medical records.
- N. "Owner" means the individual(s) legally responsible for the Pet's care.
- O. "Pet" means a domestic cat or dog owned for companionship or as a service dog and not owned for commercial reasons.
- P. "Policy Enrollment Date" means the date and time You enroll Your Pet with Us.
- Q. "Prescription Food" means a diet formulated, tested, and manufactured with analysis and safety standards to aid as part of the treatment of specific medical Conditions. A Veterinarian must prescribe and dispense the diet. Prescription Foods do not include general Maintenance diets,

puppy or kitten diets, homemade diets, or raw food diets, even if prescribed and dispensed by a Veterinarian.

- R. "Routine or Preventative Care" means Veterinary Treatment that is for prevention or early detection (when no signs or evidence exist) of illness or diseases, including but not limited to: Vaccinations, titer tests, Genetic/DNA tests, diagnostic tests, parasite prevention.
- S. "Taxes" means any federal, state, local, or foreign Taxes, charges, fees, imposts, levies, or other assessments of any kind, including all income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, excise, stamp, occupation, property, and estimated Taxes, customs duties, fees, assessments, and charges.
- T. "Vaccination" and derivations thereof means the administration of a legally approved commercial Vaccine by a Veterinarian in accordance with the manufacturer's recommendations to prevent disease.
- U. "Veterinarian" means a Veterinarian licensed to practice and in good standing in the area where Your Pet is treated or Examined.
- V. "Veterinary Treatment" means proven and accepted forms of care as documented in Your Pet's medical records, including but not limited to: diagnostic tests, surgeries, procedures, Medications, supplements, Prescription Foods, orthotic devices, prosthetic devices, casts, and nursing care.
- W. "We", "Us" and other derivations mean Trupanion, American Pet Insurance and/or Omega General Insurance Company, as applicable. Trupanion handles many of the administrative processes for this insurance on behalf of the applicable underwriter. These terms should be interpreted in that context.
- X. "You", "Your" and other derivations means the insured/spouse/partner (Pet Owner) named in the declarations page.
- Y. "Your Pet" means the dog or cat named in the declarations page.

SECTION 11: CONTACT US

- A. Any written notice to Us may be delivered to:

United States Policyholders:

Trupanion
American Pet Insurance Company
ERP
6100 4th Ave S
Seattle, WA 98108-3234

Canadian Policyholders:

Trupanion
Omega General Insurance Company
ERP
185 Forrester Street North
Unit 201
North Vancouver, BC V7H 0A6

Email: erpbenefits@trupanion.com
Phone: 855.235-3134
Fax: 866.405.4536

We agree to provide Your Pet the financial protection afforded by this policy:

Darryl Rawlings
Founder & CEO