tr⊌panion

Pet Health Insurance Policy

This policy contains various exclusions and limitations, which restrict coverage. Please read it carefully.

1. INSURING AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and in reliance upon the statements you made in the application, and subject to the terms and conditions set out in the policy.

- a. WE COVER: Diagnostic tests, surgeries, and medications administered or prescribed by your veterinarian for conditions covered by this policy if your pet becomes ill or is injured as a result of an accident after the policy is in effect. This also includes necessary hospitalization fees for your pet.
- **b. NO LIMITS:** Your policy provides unlimited lifetime coverage for your pet. There will be no limits on the amount covered for any one claim, the amount covered for any claims filed in a single year or the amount covered for all claims filed over the lifetime of your pet.
- **c. CO-INSURANCE:** The portion that you are required to pay for veterinary treatment. Your coinsurance amount is shown on the Declarations Page.
- d. **DEDUCTIBLE:** Your deductible, if any, is shown on the Declarations Page.
- e. **MONTHLY PREMIUM:** Your monthly premium is found on your Declarations Page. Your monthly premium is determined by the following enrollment factors; your pet's age at the time of enrollment, breed and the local cost of veterinary care.
- f. CHANGES TO YOUR COVERAGE: Your coverage, premium, and co-insurance will not change due to your pet aging or your claims experience. However, your monthly premium may change during the life of the policy as a result of increases in the overall cost of veterinary care for your enrollment factors. If your premium is increased, you will be notified in writing or by email (to the last addresses made known to us), at least thirty days before your increase is to take effect.

2. INSURED PET

INSURED PET:

We insure the pet or pets described on the Declarations Page or Schedule for reimbursement of the cost of veterinary treatment, which includes diagnostic tests, surgeries, and medications; including, if required, euthanasia, subject to fees no greater than the amount charged to other clients of the treating veterinary clinic. Benefits are subject to terms, conditions, limitations, and exclusions of this policy and to the insured's responsibility for the Co-insurance. Coverage is in effect at the time and date shown on the Declarations Page, subject to the waiting periods described in the Subsections in 5.a.(4) and 5.a.(5) of the **EXCLUSIONS & LIMITATIONS** below.

3. HOW TO MAKE A CLAIM

HOW TO MAKE A CLAIM IF YOUR PET BECOMES ILL OR HAS AN ACCIDENT:

To submit a claim for processing you will require a claim form. You can download a claim from our website at www.trupanion.com, or you may contact our call center at 1-800-569-7913 and we will mail, e-mail, or fax one to you.

A fully completed claim form must be submitted within 90 days of the treatment date. Actual receipts setting out the itemized costs involved must be included. The pet owner must fill in Part A of the claim form and ask the attending veterinarian to fill in Part B, the veterinarian's section.

4. GENERAL CONDITIONS

- a. You must provide to us, when requested, all medical history associated with your pet. You authorize us, at the time of enrollment, to contact any and all veterinary clinics or hospitals in your area to obtain all available medical records for your pet that exist prior to your enrollment. You authorize any and all veterinary clinics or hospitals to release to us all medical records for your pet that may exist when requested by us. Failure or refusal to disclose all medical history for your pet when requested may result in the denial of your claim(s) and the voiding of your policy. If your policy is voided, the policy premium paid will be refunded to you.
- **b.** Premium is payable monthly by Direct Debit, by charge to your credit card or by direct withdrawal from the bank account you specify, according to the option selected by you at the time of enrollment. This policy is continued until cancelled, and will renew automatically each month as long as premium payments are current. When you have not paid the premium, we may cancel this policy by letting you know at least 20 days before the date cancellation takes effect.
- **c.** You may cancel your policy by notifying us in writing via first-class mail, fax or email. You may also cancel your policy by accessing your account by signing into the Policyholder section at <u>www.trupanion.com</u>.
- **d.** If you cancel your policy, for any reason, within the first 30 days, and you have not submitted a claim within that time frame you will receive 100% of your money back.
- **e.** Fraud We do not provide coverage to an insured who, whether before or after a loss, intentionally concealed or misrepresented any material fact or circumstance; engaged in fraudulent conduct; or made false statements relating to this insurance.
- f. You must be the owner of the insured pet(s). If the pet owner dies, becomes unable to care for the insured pet(s), or passes the ownership of the insured pet(s), the coverage may continue without interruption, if approved in writing by us, subject to all other terms and conditions of this policy.
- **g.** A pet is covered under this policy only while the pet is in the United States of America or Canada.
- **h.** You must agree to implement all reasonable means possible in the care and protection of your pet. You further agree to protect the pet from aggravation and/or recurrence of the injury and/or illness after occurrence.
- i. This coverage is not transferable to other pets. All new pets are subject to a new application.
- **j.** In the event of any disagreement between you and us with regards to a claim, the matter will be reviewed internally. If the matter is still not resolved, we shall appoint an independent third-party veterinarian who consults as a member of our expert veterinary panel. This decision shall be final and binding on all parties.

5. EXCLUSIONS & LIMITATIONS

a. GENERAL EXCLUSIONS

We do not cover:

- (1) Veterinary examination fees, unless waived by endorsement;
- (2) Hip dysplasia, unless waived by endorsement;
- (3) Alternative therapy including, but not limited to, holistic medicine, homeopathy, acupuncture, hydrotherapy, physiotherapy, stem cell therapy, and chiropractic treatments, unless waived by endorsement;
- (4) Injury from an accident that occurs within the first 5 days from the policy enrollment date, unless waived by endorsement;
- (5) Illness that occurs or recurs within the first 30 days from the policy enrollment date, unless waived by endorsement;
- (6) Experimental treatment or therapy.

b. PRE-EXISTING EXCLUSIONS

We do not cover:

- (1) Illness resulting from any condition for which evidence and/or symptoms of their potential manifestation already exist at, or 18 months prior to, the policy enrollment date;
- (2) The cost of treatment for bilateral conditions presenting on one side of the body, in which that condition was already a pre-existing condition on the other side of the body, such as luxating patella or anterior cruciate ligament (ACL) weakness;
- (3) Conditions arising from a repetitive and specific activity that leads to decontamination (i.e., the induction of vomiting, stomach pumping, or treatment with charcoal), medical, or surgical treatment of your pet, if the same or a similar activity occurred two times within 18 months prior to the policy enrollment date. For example, the two incidents must arise from similar behaviors, such as the ingestion of nonfood items or potentially toxic substances (food- or chemical-related), the ingestion of human food or pet food that is not intended for your pet's species, or injury stemming from repeated contact with species such as porcupines, rattlesnakes, or dogs;
- (4) Abnormalities that are present at, or 18 months prior, the policy enrollment date. This includes conditions that are detectable by a routine physical exam by your veterinarian or those that have been noted from diagnostic testing, screening or radiographs.

c. PREVENTIVE CARE EXCLUSIONS

We do not cover, unless waived by endorsement:

- (1) Spaying and neutering;
- (2) Preventive healthcare including vaccinations or titer test, flea control, heartworm medication, dental care and prophylaxis (meaning cleansing of the teeth's surface), de-worming, nail trim, and grooming;
- (3) Parasite control including but not limited to internal and external parasites for which readily available prophylactic treatments are available;

- (4) Dental health care; however, if injury to teeth is caused by an accident, we do cover the cost of extractions of damaged teeth and of reconstruction of upper and lower canine teeth. If extractions are required due to dental disease we will cover the costs of those extractions providing all veterinary recommended dental health care has been followed and no clinical symptoms consistent with dental disease were noted prior to full policy coverage;
- (5) Anal gland expression, we will cover the cost to surgically remove the anal glands;
- (6) Feeding, housing, exercise, special diets, pet foods, vitamins, nutraceuticals, supplements, grooming, nail trims, shampoo and bathing (including medicated baths);
- (7) Behavioral modification, medications for behavioral modification, training or therapy;
- (8) Diseases preventable by vaccines and prophylactic medications (such as heartworm, lice, internal parasites, and fleas).

d. OTHER EXCLUSIONS

We do not insure the costs, fees, or expenses associated with:

- (1) Injury due to any intentional act, including organized dog fighting, by you or a member of your household;
- (2) Elective procedures, cosmetic procedures, preventive procedures including but not limited to tail docking, ear cropping, de-clawing, dew claw removal, and ear cleaning;
- (3) Boarding or transport expenses;
- (4) Complications of conditions excluded or limited by this policy;
- (5) Claims in any way arising from the lack of use and/or implementation of preventive healthcare products and/or methods when such products and/or methods would be in accordance with generally accepted veterinary standards. Routine healthcare includes: vaccinations, flea control, heartworm medication, de-worming, dental care, ear plucking, grooming, and prudent regular care;
- (6) Any claim for loss by a nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- (7) Conditions arising from any specific activity if the same or similar activity occurs after you have received written notice from us regarding the specific activity;
- (8) Breeding or conditions relating to breeding, whelping, and queening;
- (9) Diagnostic tests for conditions excluded by this policy and/or due to complications of conditions excluded or limited by this policy;
- (10)Conditions caused by war or war activities, whether war be declared or not. War activities include civil war, insurrection, rebellion, or revolution or any act or condition incident of any of the foregoing.

e. LIMITATIONS

- (1) For pets that have not been neutered or spayed prior to their first birthday, no coverage shall apply for illness related to prostate problems, hormonal skin conditions, testicular tumors, perianal tumors, mammary tumors, uterine and ovarian conditions, birthing, or injury due to fighting, collision with a motor vehicle or aggressive behavior. This limitation does not apply to pets that have been spayed or neutered prior to their first birthday, to pets where the timing of being spayed or neutered was in conjunction with their veterinarian's medical recommendations, or to pets spayed or neutered within 30 days of being adopted.
- (2) For working pets, no coverage shall apply for any condition resulting from activities related to racing, breeding, law enforcement or guarding.

- (3) We will not make any payments for any claims for which you are entitled to indemnity under any other insurance except for:
 - (a) Any additional sum which is payable over and above such other insurance;
 - (b) Any contribution that we are obliged to make by law; that contribution shall be in proportion to the respective Limits of Liabilities or amounts insured of the Policies.

6. ADDITIONAL CONDITIONS

a. CANCELLATION

- (1) If we do not receive a monthly premium when the premium is due, in accordance with the provisions of GENERAL CONDITIONS 4.b., we may cancel this policy with 20 days' written notice sent by first-class mail or by email to you at your last address known to us.
- (2) You may cancel this policy at any time by notifying us in writing, by mail or email, in accordance with the provisions of **GENERAL CONDITIONS** 4.c and **Notice** 8. a.
- b. WHO MAY GIVE NOTICE AND PROOF Notice of loss may be given, and the claim form may be completed by, your agent in case of your inability to give the notice or complete the claim form.
- **c.** WHEN LOSS PAYABLE The loss is payable within sixty days after completion of the claim form, unless the state or provincial law provides for a shorter period.
- d. ACTION Every action or proceeding against us for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year after the loss or damage occurs, unless state law requires a longer period.
- e. STATE OR PROVINCIAL LAW When this policy's provisions are in conflict with the statutes of the state or province in which this policy is issued, the provisions are amended to conform to such statutes.
- **f. ENTIRE CONTRACT** This policy, the certificate page, and any signed and attached endorsement contain all the agreements between you and us.

7. DEFINITIONS

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

- **a. Accident -** An event causing injury to the pet, when such injury is neither expected nor intended by you.
- b. Clinical Examination a thorough examination performed by a licensed veterinarian encompassing all body systems, also referred to as "full physical, physical consultation, full examination or veterinary examination."
- c. Clinical Symptoms Any manifested anomaly in, or deviation from the regular healthy state or function of a pet, including behavioral traits. Symptoms include any anomaly that is readily detectible by a thorough and complete physical.
- d. **Co-insurance** Your portion of the cost of insured veterinary treatment. Your co-insurance amount is shown on the Declarations Page.
- e. **Condition** Any manifestations of clinical symptoms consistent with a diagnosis or diagnoses, regardless of the number of incidents or areas of the body affected.

- f. Bilateral Condition A condition that may affect both sides of the body, including but not limited to elbow dysplasia (including fragmented coronoid process, ununited anconeal process and osteochondritis dissecans), cruciate issues, luxating patella, hip dysplasia, cherry eye, entropion/ectropion, panosteitis, cataracts.
- g. **Coverage** The insurance protection described in this policy form and on the Declarations Page.
- h. Deductible The amount of claims submitted for any one condition or injury, for which you are responsible before Trupanion will make claims payment. Once the deductible amount has been met for a specific condition, the policy will pay out all future losses for that condition at the selected co-insurance rate. The deductible is to be paid first, before the policy pays any part of the loss; however, we may effect settlement of a claim by paying the total amount and then seek reimbursement from you for the deductible amount.
- i. **Dental Health Care** The regular care required to maintain dental hygiene for the pet, including brushing, scaling, polishing, extractions, and reconstructions.
- j. **Diagnostic Tests** Tests used to determine the overall health of your pet. Diagnostic tests can be used as a way to detect certain abnormalities, validate the current health of your pet or help to evaluate an older pet more thoroughly before problems surface.
- **k. Hospitalization Fees** Charges for your pet's in-hospital stay at a veterinary clinic or hospital during treatment.
- I. **Illness** Sickness, disease, and any changes to your pet's normal healthy state; any condition other than your pet's normal healthy state.
- m. Medication Any medications prescribed and dispensed by your veterinarian.
- **n. Neutering** Orchiectomy, or surgical removal of the testicles.
- o. Pet or Pets A domestic cat or dog that is owned for companionship or as a help dog, not owned for commercial reasons. Commercial reasons include, but are not limited to, a racing dog. This term does not refer to hybrid breeds resulting from the breeding of domestic cats or dogs with wild breeds.
- **p.** Policy Enrollment Date This is the date you enroll your pet with Trupanion, subject to the waiting periods as defined in EXCLUSIONS & LIMITATIONS 5.a.(4) and 5.a.(5).
- q. Property Damage Liability Your liability for damages which cause physical damage to, or destruction of, tangible property, or loss of use of real property and for which you are legally responsible as a result of the actions of your pet named in the policy. This does not include tangible property which belongs to you or any person who lives with you.
- r. **Racing Dog** A dog which is owned and maintained for the purpose of competing in organized races or speed tests.
- s. **Spaying** Ovariohysterectomy, or resection of the ovaries and uterus.
- t. **Surgeries** Medical procedures that treat diseases or injuries by operative manual and instrumental treatment.
- **u. Vaccination** The administration of an industry-recognized commercial vaccine by a registered licensed veterinarian, in accordance with the manufacturer's recommendations, following a complete clinical examination, for prevention of disease.
- v. Veterinarian A properly licensed veterinarian in active practice in the area where your pet is treated or examined.
- w. Veterinary Treatment X-rays, laboratory tests, medication, surgery, nursing, and care provided by a licensed veterinarian and their staff under direct supervision.

- **x.** Veterinary Examinations Fees Fees charged for the professional opinion of a veterinarian, including but not limited to, consultation, examination, referral, and recheck fees.
- y. We, Us, and Our Trupanion handles many of the administrative processes for this insurance on behalf of the underwriter, and the context of We, Us, and Our should be construed accordingly.
- z. Working Pets any pet involved in activities including, but not limited to, racing, breeding, and law enforcement or guarding. Guide dogs and assisted living dogs are excluded from this definition.
- aa. You and Your The Insured/spouse/partner (Pet owner) named in the Declarations Page.
- **bb. Your Pet –** The dog or cat named in the Declarations Page or in the schedule.

8. NOTICE

a. Any written notice to us may be delivered to us at:

United States Policyholders:

Trupanion 1148 NW Leary Way Seattle, WA 98107

Canadian Policyholders:

Trupanion PO Box 34538, 1268 Marine Drive North Vancouver, BC V7P 1T2

Email: <u>notice@trupanion.com</u> Fax: 1-866-405-4536

b. We may give written notice to you by first-class mail or email addressed to you at your last address known to us.

IN WITNESS WHEREOF, the Company has executed and attested these presents.

Darryl Rawlings, Chief Executive Officer