



American Pet Insurance Company

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:** the costs of veterinary treatment if your pet becomes sick or injured.
- 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 co-insurance 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:
 - (1) **Age of enrollment**
 - (2) **Breed**
 - (3) **Local cost of veterinary care**
 - (4) **Working activities**
 - (5) **Optional coverage selection**
 - (6) **Therapeutic pet food credit if applicable**
- f. **CHANGES TO YOUR COVERAGE:** Your coverage, premium, and co-insurance will not change due to your pet aging or your pet's individual claims experience. However, your monthly premium may change during the life of the policy, but never more than once per year, as a result of increases in the overall cost of veterinary care for your enrollment factors. If your premium changes, we will notify you 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 AND POLICY BENEFITS

- a. **INSURED PET:** We insure the pet described on the Declarations Page for reimbursement of the actual cost of veterinary treatment (excluding federal/state/provincial/local taxes), which includes:
 - (1) Diagnostic tests;
 - (2) Surgeries;
 - (3) Medications;
 - (4) Supplements – see Section 5, paragraph f. (3);
 - (5) Therapeutic pet food – see Section 5, paragraph g. (1);
 - (6) Orthotic devices, prosthetic devices and carts;

b. Working activities covered by this policy. An additional premium factor will apply for pets involved in the following type of activities:

- (1) Service and Therapy dogs;
- (2) Law Enforcement dogs;
- (3) Search and Rescue dogs;
- (4) Herding, Hunting and Sled dogs;
- (5) Guard dogs;
- (6) Breeding cats or dogs (conditions relating to breeding, whelping, and queening);

You must specify at the time of enrollment which, if any, of the above working activities your pet is involved in for coverage to apply.

c. The following benefits are available at the policyholder's option. (An additional premium factor will apply):

- (1) Hip Dysplasia;
- (2) Acupuncture;
- (3) Physical therapy;
- (4) Hydro therapy;
- (5) Behavioral modification, medications for behavioral modification, training or therapy;
- (6) Feline kidney transplants.

Benefits are subject to terms, conditions, limitations, and exclusions of this policy and to the insured's responsibility for the co-insurance and deductible if you choose to have one. 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.b.(1) and 5.b.(2) of the **EXCLUSIONS & LIMITATIONS** below.

3. HOW TO MAKE A CLAIM

- a. You must submit a fully completed claim form within 90 days of the treatment date. You can download a claim form from the member portal on 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. 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.
- b. The complete medical history/records associated with your pet will be required to process any claim that you may submit. You agree to provide to us when requested, all medical history/records 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 hospital 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.

4. GENERAL CONDITIONS

- a. 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 sending a notice of cancellation to you at your last known address at least 20 days before the date of cancellation takes effect.
- b. 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 member portal at www.trupanion.com.

- c. 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.
- d. 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.
- e. 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.
- f. A pet is covered under this policy only while the pet is in the United States of America, Puerto Rico or Canada.
- g. 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.
- h. This coverage is not transferable to other pets. All new pets are subject to a new application.
- i. In the event of a disagreement between you and us concerning the coverage of a claim, you may request a review of Trupanion's denial pursuant to our voluntary denied claims review process. If Trupanion affirms denial of your claim, you may request that your claim be reviewed by an independent third-party veterinarian ("ITPV"). The ITPV's decision shall be final and binding on Trupanion. Participation in Trupanion's voluntary denied claims review process does not affect any legal rights you may have to pursue coverage of a claim but will not toll or waive any applicable limitations period. (See Appendix "A")

5. EXCLUSIONS & LIMITATIONS

a. GENERAL EXCLUSIONS

We do not cover:

- (1) Veterinary examination fees;

b. WAITING PERIODS

We do not cover:

- (1) Injuries from an accident that occurs within the first 5 days from the policy enrollment date, unless waived by endorsement. See Section 5 paragraph c. (1);
- (2) Illnesses that occur or recur within the first 30 days from the policy enrollment date, unless waived by endorsement. See Section 5 paragraph c. (1);

c. 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 during the 18 months prior to, the policy enrollment date. Illnesses that occur during the 30 day waiting period and accidents that occur during the 5 day waiting period will be considered pre-existing conditions;
- (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 during the 18 months prior to, 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.

d. PREVENTIVE CARE EXCLUSIONS

We do not cover:

- (1) Spaying and neutering;
- (2) Preventive healthcare including routine screening, 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) Diseases preventable by vaccines and prophylactic medications (such as heartworm, lice, internal parasites, and fleas).

e. 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) Experimental treatment or therapy including but not limited to organ and bone marrow transplants, stem cell therapy and chiropractic treatment;
- (4) Boarding or transport expenses;
- (5) Complications of conditions excluded or limited by this policy;
- (6) 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 but is not limited to; vaccinations, flea control, heartworm medication, de-worming, dental care, ear plucking, grooming;
- (7) Parasite control including but not limited to internal and external parasites for which readily available prophylactic treatments are available;
- (8) 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;
- (9) Anal gland expression, we will cover the cost to surgically remove the anal glands;
- (10) Feeding, housing, exercise, special diets, pet foods, vitamins, nutraceuticals, routine/preventive supplements, grooming, nail trims, shampoo and bathing (including medicated baths);

- (11) Any claim for loss by a nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- (12) Specific conditions arising from any specific, repeated activity may be excluded by us if you have been notified in writing that claims arising from that activity will no longer be covered. You will be given 30 days to review the modification to your policy (the specific exclusion). During this 30 day period, you may either accept the policy modifications or cancel your policy. If you accept the changes, your policy will continue with the stated changes. If you decide to cancel, you must notify us in writing and we will cancel your policy and refund any un-earned premium. All claims submitted through the date of cancellation will be covered. If you fail to communicate a decision to us in writing before the end of the 30 days, the change in policy terms as outlined in our letter will be deemed accepted by you and your policy will continue as modified;
- (13) Diagnostic tests for conditions excluded by this policy and/or due to complications of conditions excluded or limited by this policy;
- (14) 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.

f. 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) No coverage shall apply for any condition resulting from activities related to training for or participating in track racing or sled racing;
- (3) Supplements – We will cover dietary supplements that are prescribed and dispensed by your veterinarian in the treatment of injuries and symptomatic illnesses covered by this policy and not for routine/preventive care.
- (4) 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.

g. THERAPEUTIC PET FOOD

- (1) Therapeutic Pet Food – We will cover the incremental cost of therapeutic pet food when recommended and dispensed by your veterinarian in the treatment of injuries or symptomatic illnesses covered by this policy for up to two months of feeding. If you continue to feed your pet the veterinarian recommended therapeutic pet food as a long-term replacement diet, you will be eligible for a discount to your monthly premium. This coverage is not for routine/preventive care.

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 given by you or on your behalf to our authorized agent shall be deemed notice to us, provided that such notice contains information sufficient for us to identify you.

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. ACTUAL COST OF VETERINARY CARE – The standard fees/costs a veterinarian would charge to a customer that did not have pet health insurance.

c. 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.

d. CARTS – wheeled carts used to assist pet with mobility problems.

e. 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.”

f. 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 detectable by a thorough and complete physical.

g. CO-INSURANCE – Your portion of the cost of insured veterinary treatment. Your co-insurance amount is shown on the Declarations Page.

h. CONDITION – Any manifestations of clinical symptoms consistent with a diagnosis or diagnoses, regardless of the number of incidents or areas of the body affected.

i. COVERAGE – The insurance protection described in this policy form and on the Declarations Page.

- j. **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.
- k. **DENTAL HEALTH CARE** – The regular care required to maintain dental hygiene for the pet, including brushing, scaling, polishing, extractions, and reconstructions.
- l. **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.
- m. **HOSPITALIZATION FEES** – Charges for your pet's in-hospital stay at a veterinary clinic or hospital during treatment.
- n. **ILLNESS** – Sickness, disease, and any changes to your pet's normal healthy state; any condition other than your pet's normal healthy state.
- o. **INCREMENTAL COST OF THERAPEUTIC PET FOOD** – Incremental cost of therapeutic pet food is defined as the average difference in cost between a typical wellness diet and the veterinarian recommended and dispensed diet. This incremental cost of therapeutic pet food will equal 50% of the cost of the therapeutic pet food.
- p. **MEDICATION** – Any medications prescribed and dispensed by your veterinarian.
- q. **NEUTERING** – Orchiectomy, or surgical removal of the testicles.
- r. **ORTHOTIC DEVICES** – Assistive devices used to correct, accommodate or stabilize an animal's injured or disabled limb or spine. These devices include boots and braces including but not limited to elbow, carpal, hock and stifle, spinal and deformity.
- s. **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.
- t. **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).
- u. **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.
- v. **PROSTHETIC DEVICES** – Devices used to replace a missing limb or part of a limb when medically required for mobility.
- w. **RACING DOG** – A dog which is owned and maintained for the purpose of competing in organized track or sled races or speed tests.
- x. **SPAYING** – Ovariohysterectomy, or resection of the ovaries and uterus.
- y. **SURGERIES** – Medical procedures that treat diseases or injuries by operative manual and instrumental treatment.
- z. **SUPPLEMENTS** – Dietary supplements including vitamins and nutraceuticals that are prescribed and dispensed by your veterinarian in the treatment of injuries and symptomatic illnesses covered by this policy and not for routine/preventive care.

- aa. 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.
- bb. VETERINARIAN** – A properly licensed veterinarian in active practice in the area where your pet is treated or examined.
- cc. VETERINARY TREATMENT** – X-rays, laboratory tests, medication, surgery, nursing, care and euthanasia, provided by a licensed veterinarian and their staff under direct supervision.
- dd. VETERINARY EXAMINATIONS FEES** – Fees charged for the professional opinion of a veterinarian, including but not limited to, consultation, examination, office visit, referral, and recheck fees.
- ee. 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.
- ff. WORKING PETS** – A pet will be considered a working pet if it is involved in any of the following activities: breeding, service and therapy dogs, herding/hunting/sled dogs, search and rescue dogs, guard dogs, law enforcement dogs.
- gg. YOU AND YOUR** – The Insured/spouse/partner (Pet owner) named in the Declarations Page.
- hh. 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
American Pet Insurance Company
907 NW Ballard Way
Seattle, WA 98107

Canadian Policyholders:

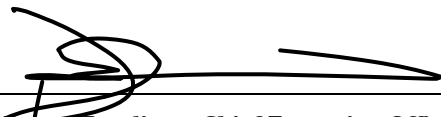
Trupanion
Omega General Insurance Company
PO Box 34538, 1268 Marine Drive
North Vancouver, BC V7P 1T2

Email: notice@trupanion.com

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.



Barry Rawlings, Chief Executive Officer

Appendix “A”

Voluntary Denied Claims Review Process

Trupanion recognizes that disagreements may arise concerning denied claims. This Denied Claims Review Process is intended to guide you through our appeals process. Please note that this process does not alter your legal rights to seek judicial review of Trupanion’s denial of a claim, and in cases where there is a conflict between this process and your State’s insurance regulations, the State amendatory endorsement provided to you upon activation of your insurance policy will govern resolution of coverage disputes.

Internal Claim Denial Review

You will be provided with a written explanation of benefits or denial letter, explaining the ground(s) for the denial of your claim, once your claim has been processed. If you choose to pursue review of Trupanion’s denial pursuant to this Voluntary Denied Claims Review Process, you must notify Trupanion in writing no later than six (6) months after receiving notice of denial of your claim. Either you or your veterinarian(s) may submit a written explanation addressing why you believe your claim is covered. Trupanion requests that you provide any and all documentation (medical records, x-rays, radiographs, etc.) necessary for Trupanion to re-evaluate your claim and that you notify Trupanion once all relevant medical records have been provided. Once Trupanion receives all documentation from you and/or your veterinarian(s), your claim will be reviewed again, and a written decision will be provided to you within two (2) weeks.

Review by Independent Third Party Veterinarian (“ITPV”)

If Trupanion re-evaluates and affirms denial of your claim, you may request that your claim be reviewed by an ITPV* no later than two (2) months after receiving Trupanion’s decision. If you so notify Trupanion in your request for ITPV review, your veterinarian(s) may discuss your pet’s medical condition with the ITPV to explain why you and your veterinarian(s) believe your claim is covered by your policy. Your veterinarian(s) must be available to discuss your claim with the ITPV within 45 days of Trupanion’s receipt of your request. All discussions must be requested and completed before the ITPV decides whether your claim is covered by your policy. If you have additional medical records that you have not already provided to Trupanion, you must submit all such records to Trupanion at the time you request review by an ITPV. The ITPV can *only* make an objective decision based upon the available information you have provided. Once the ITPV has reviewed the medical records and, if applicable, has discussed your claim with your veterinarian(s), the ITPV will notify Trupanion of its decision. If the ITPV concludes that your claim is covered by your policy, Trupanion will pay the claim. If the ITPV affirms Trupanion’s denial of your claim, Trupanion will provide you and your veterinarian(s) with copies of the ITPV’s decision. As noted above, if you continue to believe that your claim is covered by your policy, you may pursue any legal rights you may have for payment of your claim. Please note, however, that pursuing review of Trupanion’s denial of your claim under this Voluntary Denied Claims Review Process will not toll or waive any applicable limitations period.

*Independent Third Party Veterinarian – Trupanion contracts with independent veterinarians who are board certified specialists/experts in the field of your claim. For example – a claim pertaining to cancer would be reviewed by a board certified oncologist. These doctors are selected purely on the basis of their degree of expertise and have no other relationship or affiliation with Trupanion.