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

## 1. DEFINITIONS

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Throughout the policy, the following words with special meanings will be bolded when used:

- 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 and registered **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. **Coverage** – The insurance protection described in this policy form and on the Declarations Page.
- g. **Deductible** – The amount **you** must first pay with respect to any one loss related to a condition, deducted from the total sum paid or payable for the loss under the terms of the policy. The **deductible** is to be paid first, before the policy pays any part of the loss; however, **we** may affect settlement of a claim by paying the total amount and then seek reimbursement from **you** for the **deductible** amount.
- h. **Dental Health Care** – The regular care required to maintain dental hygiene for the **pet**, including brushing, scaling, polishing, extractions and reconstructions.
- i. **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.
- j. **Hospital Boarding Fees** – Charges for the boarding of **your pet** at a veterinary clinic, also referred to as hospitalization.
- k. **Illness** – Sickness, disease and any changes to **your pet's** normal healthy state; any **condition** other than **your pet's** normal healthy state.

- l. **Medication** – Any veterinary recommended **medications** prescribed by **your veterinarian** and bearing a DIN number.
- m. **Neutering** – Orchidectomy, or surgical removal of the testicles.
- n. **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**.
- o. **Policy Effective Date** – This is the date you enroll your pet with Vetinsurance, subject to the waiting periods as defined in **EXCLUSIONS & LIMITATIONS** 4.a.(3) and 4.a.(4).
- p. **Pre-existing conditions** means:
  - (1) **Illness** or the recurrence of any **illness** or **condition** which first occurred or displayed any signs and/or symptoms consistent with the stated **illness** or **condition** prior to **your pet's policy effective date**.
  - (2) An injury or recurrence of an injury that occurred prior to the **policy effective date**.
  - (3) Any **condition** or complication resulting from **pre-existing conditions** (1) or (2).
- 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 and registered **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**, also referred to as consultation, examination, referral, and recheck fees.
- y. **We, Us, and Our** – Omega General Insurance Company is the insurance carrier. Vetinsurance Brokers Canada Inc. handles many of the administrative processes for this insurance on behalf of Omega General Insurance Company, and the context of **We, Us, and Our** should be construed accordingly.
- z. **Working Pets** – any **pet** involved in activities other than companionship or helping, including, but not limited to, racing, breeding, hunting, and law enforcement or guarding.
- 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.

## 2. INSURING AGREEMENT

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**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** recommended by **your veterinarian** for **conditions** covered by this policy if **your pet** becomes ill or has an injury as a result of an **accident** after the policy is in effect.
- b. **LIFETIME LIMIT:** The maximum amount **you** may claim with respect to any one **pet** for **veterinary treatment** over the lifetime of that **pet**. The Lifetime Limit may increase to reflect the increase in the local cost of veterinary medicine. The current Lifetime Limit is shown on the Declarations Page. Subject to the maximum lifetime limit, there are no limits per claim or per year.
- c. **CO-INSURANCE:** The portion which **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. Monthly premiums may change for all policyholders to reflect changes in the costs of veterinary medicine. **We** will notify **you** at least 30 days in advance of such change.
- f. **CHANGES TO YOUR COVERAGE:** **Your coverage** and **co-insurance** will not change due to **your pet** aging or **your** claims experience.
- g. **CANADIAN CURRENCY CLAUSE:** All amounts of insurance, premiums and other monetary amounts expressed in this policy are in Canadian currency.
- h. **POLICY CHANGES:** We reserve the right to make changes to the policy by advising you 30 days in advance.
- i. **ENGLISH TEXT CLAUSE:** The Insured declares and covenants with the Insurer that the policy of insurance has been drawn in the English language and to enable these coverage's to be underwritten by the market offering the requisite facilities, and to permit usage of the necessary clauses in the language of customary issuance and interpretation, thereby to avoid confusion, misinterpretation and/or disparity of coverage, as could otherwise be detrimental to his interests.

L'assure(e) declare et convient avec l'Assureur que la presente police d'assurance a ete redigee dans la langue anglaise afin de permettre que ces coventures soient souscrites par les Marches offrant les facilites requises et afin de permettre l'usage des clauses necessaires dans la langue de leur publication et interpretation coutumiere, evitant ainsi la confusion, l'erreur d'interpretation et/ou la disparite de couverture qui pourraient autrement etre prejudiciables a ses interest.

## 3. HOW TO MAKE A CLAIM

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### **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. If **you** require a claim form, **you** can download one from **our** website at [www.vetinsurance.com](http://www.vetinsurance.com), or **you** may contact **our** call center at 1-800-930-1019 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. **HOW TO MAKE A CLAIM FOR THE ADDITIONAL COVERAGE OR ADDITIONAL BENEFITS:** Please call Vetinsurance at 1-800-930-1019 for a special claim form. Fill in the claim form and return it, with all required paperwork as outlined on the form. **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 any other client of the treating veterinary clinic. Benefits are subject to terms, conditions, and limitations 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 4.a.(3) and 4.a.(4) of the **EXCLUSIONS & LIMITATIONS** below.

## GENERAL CONDITIONS

- a. **Pets** enrolling must undergo a complete **clinical examination**, to be paid by **you**, no more than 90 days before policy effective date, or 30 days following the policy effective date. **Your** failure to submit **your pet** to a complete **clinical examination** may void the policy. If the policy is voided, the policy premium will be refunded.
- b. Premium is payable monthly by Direct Debit or by charge to **your** credit card, according to the option selected by **you** on the application. 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 regular mail, fax or email. Please advise **us** at least 14 days in advance of **your** next premium payment.
- d. If **you** make a false, fraudulent or exaggerated claim or if **you** have willfully concealed or misrepresented any material fact concerning this insurance, this policy will become null and void and **we** will not make any claim payment.
- e. **You** must be the owner of the **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** will continue without interruption, if approved in writing by **us**, subject to all other terms and conditions of this policy.
- f. In order to process a claim, **you** must allow **us** to contact **your** present and previous **veterinarian(s)** and provide **us** with the necessary authority to obtain any information **we** may require. In the event information relating to the history of the **pet** is missing or incomplete, the claim will not be processed. **You** must also agree to submit the **pet** to examination, if **we** require, by the **veterinarian we** select.
- g. A **pet** is covered under this policy only while the **pet** is:
  - (1) In Canada, or
  - (2) Temporarily away in the continental United States of America.
- 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 referred to **our veterinarian**. If the matter is not resolved, an independent third party **veterinarian** shall be appointed by **us**. This independent third party **veterinarian's** decision shall be final and binding on all parties.

#### 4. EXCLUSIONS & LIMITATIONS

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##### a. GENERAL EXCLUSIONS

**We** do not cover:

- (1) **Veterinary examination fees;**
- (2) Hip dysplasia, however this exclusion does not apply to **your pet** if **you** have elected the optional hip dysplasia coverage within 30 days of the **policy effective date**;
- (3) Injury from an **accident** that occurs within the first 5 days from the **policy effective date** or, with respect to a **pet** added to the schedule after the **policy effective date**, within 5 days of the addition of that **pet** to the schedule; or
- (4) **Illness** that occurs or recurs within the first 30 days from the **policy effective date** or, with respect to a **pet** added to the schedule after the **policy effective date**, within 30 days of the addition of a **pet** to the schedule.

##### b. PRE-EXISTING EXCLUSIONS

**We** do not cover **illness** resulting from any **condition** for which evidence and/or symptoms of their potential manifestation already exist at, or prior to the **policy effective date**;

##### c. PREVENTIVE CARE EXCLUSIONS

**We** do not cover:

- (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), deworming, 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;
- (5) Anal gland expression;
- (6) Feeding, housing and exercise;
- (7) Behavioral modification, **medications** for behavioral modification, training or therapy;

##### 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, ear cleaning;
- (3) Boarding or transport expenses;
- (4) **Conditions** arising from a specific activity if the same or a similar activity occurred 18 months prior to the **policy effective date** and displayed the propensity for the activity to recur and cause injury or illness to **your pet**;
- (5) Pre-existing cruciate ligament problems to one leg as respects the cost of treatment for problems of the other knee;
- (6) Diseases preventable by vaccines and prophylactic **medications** (such as heartworm, lice, internal parasites and fleas);
- (7) Complications of **conditions** excluded or limited by this policy;
- (8) Abnormalities that are present prior to the **policy effective date**. This includes **conditions** that are detectable by a routine physical exam by **your veterinarian**;
- (9) 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;
- (10) Special diets, **pet** foods, vitamins, 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) **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;
- (13) Alternative therapy including, but not limited to, holistic medicine, homeopathy, acupuncture, hydrotherapy, physiotherapy and chiropractic treatments;
- (14) Breeding or **conditions** relating to breeding, whelping, and queening;
- (15) **Diagnostic tests** for **conditions** excluded by this policy and/or due to complications of **conditions** excluded or limited by this policy; or
- (16) **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 or, 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, hunting, 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, or
- b. Any contribution that **we** are obliged to make by law and that contribution shall be in proportion to the respective Limits of Liabilities or amounts insured of the Policies.

## 5. **ADDITIONAL COVERAGE AND BENEFITS**

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**THIRD PARTY PROPERTY DAMAGE LIABILITY COVERAGE – LIMIT \$25,000** - We will pay all sums, which you become legally liable to pay as compensatory damages because of unintentional property damage arising out of the actions of your pet(s) named in the policy. You must not admit responsibility, agree to pay any claim or negotiate with any other person following an incident. If a claim is made against you we will defend you, even if the claim is groundless, false or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim if we decide this is appropriate. We will pay only for the legal counsel we select. \$25,000 is the maximum amount we will pay for the total of:

- a. All compensatory damages in respect of one accident or occurrence, regardless of the number of insured's against whom claims are made or actions are brought, and
- b. All costs we incur for defense, investigation, negotiation and claim settlement.

You are responsible to reimburse us \$500 or the actual amount of the loss or damage, whichever is less, for loss or damage to property resulting from any one accident or occurrence. If you have any other insurance (such as a Homeowners, Tenant or Condominium Unit Owner policy) which applies to a claim or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up. We do not insure claims for property damage caused by:

- a. Any intentional or criminal act or failure to act by you or by any other person at your direction; or
- b. Any pet with a prior history of causing injury to persons or damage to property, when such prior history was known or ought to have been known to you.

We do not insure claims for property damage to property owned by or in the care, custody or control of you or a member of your household/family member, except for unintentional property damage to premises owned by others, or their contents, which you are using, leasing, renting or have in your custody or control.

**ADVERTISING & REWARD – MAXIMUM BENEFIT \$500** - If your pet is lost or stolen, we will pay the cost of local newspaper advertising including any reward incurred by you in order to recover your pet. We will not pay for:

- a. More than the maximum benefit, per occurrence;
- b. Any reward that we have not agreed to before you advertise it;

- c. Any reward not supported by a signed receipt from the person who found your pet;
- c. Any reward paid to a person living with you or employed by you or other member of your family.

**BOARDING FEES – MAXIMUM BENEFIT \$500** - We will pay the cost of boarding your pet at a licensed kennel or cattery to look after your pet if you are hospitalized for more than 4 days following an accident or illness, which began more than 30 days after the inception date of this policy. We will not pay more than \$25.00 per day nor more than the Maximum Benefit in any occurrence.

**HOLIDAY CANCELLATION COSTS – MAXIMUM BENEFIT \$1000** - If your pet requires urgent, life saving medical treatment, we will pay travel and accommodation expenses you are not able to recover while you are on holiday or up to 7 days before you leave for a holiday.

**CREMATION OR BURIAL – MAXIMUM BENEFIT \$100** - We will pay for cremation or burial expenses should your pet die from an accident.

## 6. ADDITIONAL CONDITIONS

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- a. **MISREPRESENTATION** – If a person applying for insurance falsely describes the **pet** to be insured to **our** prejudice, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to **us** in order to enable **us** to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
- b. **CANCELLATION**
  - (1) **We** may cancel this policy with 20 days written notice sent by registered or first-class mail to **you** at **your** last address known to **us** if **we** do not receive a monthly premium when the premium is due, in accordance with the provisions of **GENERAL CONDITIONS 3.b.**
  - (2) **You** may cancel this policy at any time by notifying **us** in writing, in accordance with the provisions of **GENERAL CONDITIONS 3.c.**
- c. **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.
- d. **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.
- e. **WHEN LOSS PAYABLE** – The loss is payable within sixty days after completion of the claim form, unless the contract provides for a shorter period.
- f. **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. \* Two years in province of Manitoba and Yukon Territory.
- g. **ENTIRE CONTRACT** – This policy, the certificate page, and any signed and attached endorsement contain all the agreements between **you** and **us**.

## 7. NOTICE

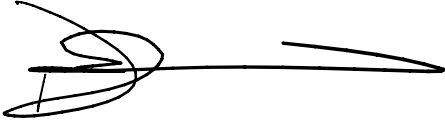
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- a. Any written notice to **us** may be delivered to **us** at:

Vetinsurance Brokers Canada Inc. P.O. Box 34538, 1268 Marine Drive North Vancouver, BC V7P 1T2

- b. **We** may give written notice to **you** by registered mail, first-class mail or electronic mail (email) addressed to **you** at **your** last address known to **us**.

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

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a horizontal line that tapers to a point on the right.

**Darryl Rawlings** *Chief  
Executive Officer*