

Insurance Policy Terms and Conditions

Applicable as per the **Product Coverage Chart** attached to **Your Document of Insurance**

Underwritten by Lombard General Insurance Company of Canada

I DEFINITIONS

ACCIDENT

An Accident is a sudden, unexpected event resulting in Injury.

BILATERAL CONDITION

Any Condition which affects or may affect both sides of the Pet's body.

CONDITION

Any manifestation of signs or symptoms resulting in a diagnosis of Injury or Illness, regardless of the number of incidents or areas of the body affected.

CO-PAYMENT

The stated percentage of each covered claim for which the Insured is responsible for paying, as described in the Document of Insurance.

DEDUCTIBLE

The stated dollar amount of each payable claim for which the Insured is responsible for paying, as described in the Document of Insurance.

DOCUMENT OF INSURANCE

The written document evidencing the contract of insurance between the Insurer and the Insured, and identifying the Policy Number, Coverage Effective Date, Insured, Pet, and Schedule of Benefits and Maximum Benefit Amounts.

ILLNESS

A disease or sickness. All Illnesses shall be considered Bilateral Conditions unless otherwise stated in this Policy.

ILLNESS CATEGORY

Any category of Illness as identified in Appendix "A" to the Policy.

INJURY

Physical harm or damage arising from normal activity.

INSURED

The person(s) named as the Insured on the Document of Insurance.

INSURER

The entity named as the Underwriter(s) on the Document of Insurance.

MAXIMUM BENEFIT AMOUNT

The most that the Insurer will pay for a claim made under any one type of coverage as described in the Document of Insurance. Maximum Benefit Amounts on Accidents are applied on a per Accident basis. Maximum Benefit Amounts on Illness Categories are applied on a Pet lifetime basis.

PET

The Insured's pet as described on the Document of Insurance.

POLICY TERM

The period commencing on the Coverage Effective Date stated on the Document of Insurance and ending on the monthly anniversary of that Coverage Effective Date, and which shall renew automatically until cancelled.

PRE-EXISTING

Any Injury or Illness existing, manifesting itself, noted, diagnosed, symptomatic or treated prior to the Coverage Effective Date shown on the Document of Insurance.

YOU or YOUR

The Insured.

II INSURING AGREEMENT

In consideration of the payment of the premium and in reliance upon statements contained in the application and provided by the Insured and represented by the Insured to be true, the Insurer will reimburse the Insured for paid veterinary fees up to the specified Maximum Benefit Amounts for treatments to the Insured Pet for covered Accident or Illness in accordance with the Terms and Conditions of the Policy. The Accident or Illness must occur during the Policy Term. **Treatment must occur during the coverage period. The claim form must be submitted no later than sixty days after the expiry of the Policy Term.**

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III COVERAGE

Applicable as per the Product Coverage Chart attached to Your Document of Insurance

For a claim to be made payable by the Insurer, a claim form must be submitted to the Insurer which has been completed and signed by the Insured and the attending veterinarian or appropriate party. The completed claim form must include original receipts that have been paid in full. Medical records confirming the Condition did not exist prior to the Coverage Effective Date shown on the Document of Insurance, or within the twenty-one day waiting period for Illness coverage (where applicable), will be required to process any claim.

A. VETERINARY FEES

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for all Accidents and for Illnesses within an Illness Category covered by the Policy up to the applicable Maximum Benefit Amount for Veterinary Fees stated in the Document of Insurance.

B. ACCIDENTAL DEATH

The Insurer will reimburse the Insured for the original purchase price of the Insured's Pet in the event of accidental death not requiring treatment, up to the Maximum Benefit Amount for Accidental Death stated in the Document of Insurance, where applicable. A claim form signed by the attending veterinarian and proof of how much the Insured paid for the Pet are required to process the claim. Where the Insured does not provide proof of how much the Insured paid for the Pet, the Insurer will pay the Insured the current local Humane Society adoption fee for a dog or cat, in their region, up to the Maximum Benefit Amount.

C. ADDITIONAL LIVING EXPENSE COVERAGE

Should the Insured's home be damaged or rendered unfit for occupancy during the Policy Term and the Insured is receiving benefits for additional living expenses under the Insured's homeowners or tenants insurance, the Insurer will provide the Insured with up to \$25 per day up to the Maximum Benefit Amount for Boarding Kennel Fees stated in the Document of Insurance, where applicable, for necessary boarding or kennel costs associated with the related relocation of the Pet. A claim form along with the paid receipts for necessary boarding or kennel costs and

evidence that additional living expense benefits are being received under the Insured's homeowners or tenants insurance policy are required to process a claim.

D. RECOVERY COSTS

The Insurer will reimburse the Insured for any costs of advertising or reward paid up to the Maximum Benefit Amount for Recovery Costs stated in the Document of Insurance (where applicable) if the Pet is lost or stolen. A claim form completed by the Insured, accompanied by all receipts for advertising and reward, including the name, address and telephone number of the person(s) to whom the reward is paid, are required to process the claim.

E. BOARDING KENNEL FEES

The Insurer will reimburse the Insured for the cost of boarding the Pet, including home care to a maximum of \$25 per day, up to the Maximum Benefit Amount for Boarding Kennel Fees stated in the Document of Insurance (where applicable), if the Insured is hospitalized for more than forty-eight hours and the Insured or any member or the Insured's family or household are unable to care for the Pet. The Maximum Benefit Amount for Boarding Kennel Fees is applied in a twelve month period. The Insurer shall not be liable for Boarding Kennel Fees where the Insured's hospitalization is directly or indirectly related to being pregnant or giving birth, elective or cosmetic surgery, or results from Injury or Illness with respect to which the Insured visited or consulted a physician or practitioner, took tests or received treatment for prior to the Coverage Effective Date shown on the Document of Insurance.

F. TRIP CANCELLATION

The Insurer will reimburse the Insured for any travel and accommodation costs that are not business related and that the Insured is unable to recover, up to the Maximum Benefit Amount for Trip Cancellation stated in the Document of Insurance (where applicable), if the Pet sustains Illness or Injury and requires life-saving medical treatment up to seven days prior to or during the Insured's trip. A claim form completed by the Insured and attending Veterinarian as well as all trip invoices and cancellation documents showing prices and dates are required to process the claim. If the Insured has specific travel insurance, this Policy will be considered excess insurance and will not pay any loss or claim until the amount of such other insurance is expended.

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G. EUTHANASIA AND CREMATION

The Insurer will reimburse the Insured for the actual cost of euthanasia, burial or cremation of the Pet up to the Maximum Benefit Amount for Euthanasia and Cremation stated in the Document of Insurance (where applicable). Pet must have been insured for a minimum of twelve months and all premiums paid in full before this coverage is in force.

H. APPEAL PROCESS

In the event of any disagreement between the Insured and the Insurer, the Insured may appeal to either the Underwriting or Claims Manager and if not resolved to the Director of Administration and finally to the Chief Veterinary Advisor, Doctor of Veterinary Medicine.

IV. CONDITIONS OF COVERAGE

Medical Records

As a condition of coverage the Pet must receive an annual physical exam and all licensed vaccines as recommended by the Insured's veterinarian.

Proof of the above must be provided by the Insured to the Insurer upon the Insurer's request in the form of complete medical records from all veterinary clinics that have seen the Pet. If there are no medical records for the Pet or the Pet has not attended a veterinary clinic within the twelve months preceding the Coverage Effective Date shown on the Document of Insurance, the Insured agrees to have the Pet taken to a licensed veterinarian for a complete physical exam within twenty-one days from the Coverage Effective Date shown on the Document of Insurance. Any costs incurred for the obtaining, copying and forwarding of these required medical transcripts/records, is not covered under this Policy. The Insured agrees to permit the Insurer to contact the Insured's veterinarian and request any information regarding the Pet. The Pet must be cared for in accordance with federal, provincial, and municipal laws in the jurisdiction in which the Insured resides.

V. COVERAGE RESTRICTIONS

A. CATS

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for Feline Vaccine-Associated Sarcoma (FVS). The diagnosis must be

confirmed by histopathology. The claim will be paid up to the Maximum Benefit Amount for Veterinary Fees per Illness Category, provided that the Pet has received exclusively non-adjuvanted feline vaccination. Vaccine exclusivity means that the last series of feline vaccines was non-adjuvanted and given prior to the diagnosis of feline vaccine-associated sarcoma. A claim form completed by the Insured and by the attending veterinarian accompanied by the pathology laboratory report and the original receipts that have been paid in full are required to process the Insured's claim.

If Feline Immunodeficiency Virus (FIV) or Feline Leukemia Virus (FELV) has been noted, treated or diagnosed, prior to the Coverage Effective Date stated on the Document of Insurance, or within the twenty-one day waiting period for Illness coverage (where applicable), then no Illness coverage (where applicable), is available under this Policy.

B. DOGS

If the Pet is older than the age of five, and adult-onset Demodex has been noted, treated or diagnosed, prior to the Coverage Effective Date stated in the Document of Insurance, or within the twenty-one day waiting period for Illness coverage (where applicable), then no Illness coverage (where applicable), is available under this Policy.

C. CATS AND DOGS

Cruciate ligaments, hip dysplasia and patella luxation, and all associated Illness conditions including any subsequent required treatments, **despite the cause**, are considered to be Bilateral Illness Conditions and are classed under the Musculoskeletal System Illness Category of the Policy (where applicable).

D. PRODUCT UPGRADES/DOWNGRADES

In the event of the Insured opting to transfer the Pet to a program with higher or lower benefits, the Maximum Benefit Amount payable with respect to an Illness Category will be restricted to the lesser of, the Maximum Benefit Amount payable under the Policy that applied during the Policy Term in which such Illness(es) was first noted, diagnosed, or treated, or the new product coverages and limits.

E. TIMING

Accident coverage will be effective at 12:01 a.m. on the day following the Coverage Effective Date shown on

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the Document of Insurance. Illness coverage (where applicable), will begin at 12:01 a.m. on the twenty-second day following the Coverage Effective Date shown on the Document of Insurance. All applications are subject to review and approval prior to enrolment.

Any Illness or Accident which has occurred within the first seventy-two (72) hours of the policy will require a Insurer Veterinary Incident Form to be completed by the Insured's examining veterinarian. The Insurer is permitted to contact the Insured's veterinarian and request this and any information regarding the Insured's Pet. Any costs incurred for the obtaining, copying and forwarding of these required medical transcripts/records, is not available for coverage under the Policy Terms and Conditions.

F. DUPLICATE COVERAGE

If at any time any claim arises under this Policy and there is any other insurance providing coverage to the Pet, this Policy shall be deemed to be excess insurance. This Policy will only respond to any claim, costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, subject always to the Terms and Conditions of this Policy.

G. UNDERWRITING

Premiums may increase with excessive claims, subject to the terms of the Notice of Change section set out below.

Any Illness or Accident Pre-Existing to the Policy shall not be covered by this Policy, including Illnesses that are existing, symptomatic or treated but not necessarily diagnosed prior to the Coverage Effective Date shown on the Document of Insurance or during the twenty-one day waiting period for Illness coverage (where applicable).

The Insurer reserves the right to place exclusions on the Policy with respect to any Accident(s) or Illness(es) that have occurred or were noted, symptomatic or treated prior to the Coverage Effective Date or within the first twenty-one days of the Coverage Effective Date.

H. TERRITORIAL RESTRICTIONS

This coverage is valid in Canada, and while travelling in the United States provided the period of travel therein has not exceeded 182 days.

I. SUBROGATION RIGHTS

In direct relation to any claim against the Insurer, the Insurer reserves the right to take legal action against other parties on the Insured's behalf at the cost of the Insurer.

VI. EXCLUSIONS

The Insurer shall not be liable for any claim arising from, or as a result of:

1. Preventative and elective treatments or surgeries including but not restricted to vaccinations, cosmetic treatments or surgeries, spaying (including for false pregnancy), neutering (including cryptorchid neuters), or any treatments or surgeries relating to breeding or pregnancy. Unless specified elsewhere in these Terms & Conditions.
2. Any excluded procedure, Accident or Illness within an Illness Category.
3. Any Accident, Illness or Condition within an Illness Category, with respect to which the Insured was advised by a veterinarian to take preventative measures, and did not comply.
4. Dental procedures or dental diseases. Unless specified elsewhere in these Terms & Conditions.
5. Elective or cosmetic procedures.
6. Dewclaw removal, tail docking, ear cropping, declawing and nail trimming.
7. Any Illness of Chinese Shar-pei's and Chinese Shar-pei crossbreeds.
8. Non-essential boarding and hospitalization.
9. Behavioral problems, medications and behavioral consultations.
10. Costs incurred to purchase Pet food, with the exception of 25% of the cost of a prescription diet specifically prescribed by a veterinarian for an Illness or Condition within a covered Illness Category, such cost to be covered only for a maximum six month period.
11. Euthanasia for financial reasons.
12. Destruction of a Pet deemed dangerous.
13. Any Accident, Illness or Condition within an Illness Category relating to the use of the Pet for occupational, professional, or business purposes.
14. An Illness or Condition within an Illness Category arising prior to the Coverage Effective Date shown on the Document of Insurance, or within the twenty-

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one day waiting period for Illness coverage (where applicable).

15. An Accident that occurred prior to the Coverage Effective Date shown on the Document of Insurance.
16. Mistreatment, Injury or neglect to the Pet caused by the Insured, any member of the Insured's household, or anyone employed or contracted by the Insured.
17. More than one occurrence of a newly symptomatic or diagnosed preventable Illness (including but not limited to vaccine reactions and flea allergy reactions).
18. Costs incurred to purchase any aids, including mechanical devices or otherwise (including but not limited to monitoring machinery, carts and diapers), and any palliative care. This does not include veterinary attended or clinically monitored care.
19. Claims for monies over and above any Maximum Benefit Amount stated on the Document of Insurance.
20.
 - a. earthquake;
 - b. invasion, war or civil war, insurrection, rebellion, revolution, terrorist acts, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared or not; and
 - c. any nuclear incident or radioactive contamination.
21. Viral epidemic, viral pandemic

VII. RENEWAL

This Policy and payment method will automatically renew at the end of each Policy Term subject to and in consideration of the receipt of premium, until cancelled by the Insurer or Insured.

VIII. NOTICE OF CHANGE

The Insurer reserves the right to make any changes to the Policy upon notice, including but not limited to Rates, Premiums, Fees, Coverages, Exclusions, Maximum Benefit Amounts, Deductibles, and Co-payment. The Insurer will provide written notice of any changes to the Insured by regular mail twenty-five days prior to the Policy change. Any such notice will be deemed to have been delivered to the Insured five days after its mailing.

IX. STATUTORY CONDITIONS

The Insurance Act requires these Statutory Conditions be printed on this Policy. These Statutory Conditions apply to all perils Insured by this Policy.

1. MISREPRESENTATION

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

2. PROPERTY OF OTHERS

Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

3. CHANGE OF INTEREST

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law, or by death.

4. MATERIAL CHANGE

Any change material to the risk and within the control and knowledge of the Insured voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. TERMINATION

(1) This contract may be terminated:

- (a) by the Insurer giving to the Insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered;
- (b) by the Insured at any time on request.

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- (2) Where this contract is terminated by the Insurer,
- (a) the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the premium shall be made as soon as practicable.
- (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by credit card, bank card, money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (1)(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

In the event the Insured or the Insurer terminates the Policy, any receipts for an open or new claim that did occur during the Term must be sent in within 60 Days of the termination. After such time, the Insurer will then deem all claims closed and not payable. No losses that occur after the date of termination shall be payable under this Policy.

6. REQUIREMENTS AFTER LOSS

- (1) Upon the occurrence of any loss of or damage to the Insured property, the Insured shall if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
- (a) forthwith give notice thereof in writing to the Insurer,
 - (b) deliver as soon as practicable to the Insurer a proof of loss verified by statutory declaration,
- (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused

by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,

- (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
- (iv) showing the amount of other insurances and the names of other Insurers.
- (v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
- (vi) showing any changes in title, use, occupation, location, possession, or exposures of the property since the issue of the contract,
- (vii) showing the place where the property Insured was at the time of loss.

7. FRAUD

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss may be given and proof of loss may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

9. SALVAGE

- (1) The Insured, in the event of any loss or damage to any property Insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property Insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- (2) The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to Insured property, the insurer has an immediate right of access and entry by accredited

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agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the Insured property, and without the consent of the insurer there can be no abandonment to it of Insured property.

11. APPRAISAL

In the event of disagreement as to the value of the property Insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover under the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until specific demand therefore is made in writing and until after proof of loss has been delivered.

12. WHEN LOSS IS PAYABLE

The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

13. ACTION

Every action or proceeding against the Insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

14. NOTICE

Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in the contract by letter personally delivered to the Insured or by registered mail addressed to the Insured at the Insured's latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

N.B. To the extent that the Civil Code of the Province of Quebec is applicable to this contract General Conditions and Provisions as set out in the Civil Code of the Province of Quebec apply. These General Conditions and Provisions, a copy of which is available on request from

the Insurer, apply to all perils Insured by this Policy, except where such conditions and provisions may be modified or supplemented by endorsements attached.

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APPENDIX “A”

ILLNESS CATEGORIES

This is an outline of Insurer’s categorization of Illnesses. Each of the body systems listed below includes, but is not limited to, the organs listed after it. **Not all Illness Categories are covered by every Policy. Please refer to the Document of Insurance and Product Coverage Chart.**

CARDIOVASCULAR AND RESPIRATORY SYSTEM

Any Illness within or affecting all or part of the heart, blood vessels, nose, nasopharynx, larynx, airways, lungs, or thoracic cavity.

DIGESTIVE SYSTEM

Any Illness within or affecting all or part of the mouth, esophagus, stomach, liver, gall bladder, pancreas, small intestine, large intestine, rectum, anus, abdominal cavity or metabolism.

UROGENITAL SYSTEM

Any Illness within or affecting all or part of the kidneys, ureters, bladder, urethra, uterus, ovaries, vagina, vulva, accessory sex glands, prostate, ductus deferens, testicles, or penis.

MUSCULOSKELETAL SYSTEM

Any Illness within or affecting all or part of the muscles, bones, joints, tendons, ligaments, or intervertebral discs.

NERVOUS SYSTEM

Any Illness within or affecting all or part of the brain, spinal cord, or nerves.

EYES

Any Illness within or affecting all or part of the eyes or the eye area.

EARS

Any Illness within or affecting all or part of the ears or the ear area.

SKIN

Any Illness within or affecting all or part of the skin, fur or whiskers.

ENDOCRINE SYSTEM

Any Illness within or affecting all or part of the thyroid, parathyroid, pituitary, adrenal glands, or any other hormone-secreting organs.

BLOOD AND LYMPHOID SYSTEM

Any Illness within or affecting all or part of the spleen, bone marrow, blood, lymph, or lymphatics.

INFECTIOUS DISEASES

Any Illness caused by or relating to an infectious agent that affects any or all of the body systems.

CANCER

Any Illness caused by or relating to cancer that affects any or all of the body systems.