

## Terms & Conditions for QuickCare Senior Insurance Policy

### DEFINITIONS

#### INSURER

PetCare Insurance Brokers Ltd. ("PetCare") acting as the authorized agent on behalf of registered insurance companies in Canada as named on the document of insurance.

#### INSURED

The person(s) named on the document of insurance.

#### PET

The insured's pet named on the document of insurance.

#### DOCUMENT OF INSURANCE

A written document provided to the Insured by the Insurer confirming the effective date of coverage for their pet as well as the available coverage subject to the Maximum Benefits stated within the document including indicated attachments and Endorsements.

#### ACCIDENT

An accident is a sudden, unexpected event, identifiable in time and place.

#### ILLNESS

An Illness is defined as all signs and symptoms that result in a diagnosis of an illness regardless of the number of occurrences and body parts affected. All Illness Conditions are considered to be bilateral unless otherwise noted.

#### CONDITION

A Condition is defined as all signs and symptoms that result in a diagnosis of one illness or accident regardless of the number of occurrences and body parts affected. All Conditions are considered to be Bilateral unless otherwise noted.

#### BILATERAL CONDITION

A Condition, which may affect both sides of the body (example: cruciate ligaments, eyes, ears, limbs, lameness).

#### RECURRING CONDITION

A Recurring Condition is a curable Condition but may reappear for a number of reasons.

#### CHRONIC CONDITION

A Chronic Condition is a Condition that is likely to

reappear, and is unlikely to be cured or may continue for some time.

#### PRE-EXISTING

Any Illness or Accident symptomatic, existing, diagnosed or treated prior to the coverage effective date.

#### TEMPORARY EXCLUSION

A type of exclusion for a Condition for which the Insurer will not be held liable for a time of no less than twelve months.

#### PERMANENT EXCLUSION

A type of an exclusion for a Condition for which the Insurer will not be held liable for the lifetime of your pet.

#### DEDUCTIBLE

A Deductible is the stated dollar amount per accident, or Illness Condition for which the Insured is responsible.

#### CO-PAYMENT

Co-payment is the stated percentage of each payable claim for which the Insured is responsible.

#### MAXIMUM BENEFIT

Maximum Benefits are the most that the Insurer will pay as described in the Document of Insurance. Maximum Benefits on accidents are applied on a per incident basis. Maximum Benefits on Illnesses are applied on a pet lifetime basis.

#### TERM

Policy term is considered a month and policy is continuous until cancelled.

#### SUPPLEMENTAL COVERAGE

Any coverage included in the policy that is considered unrelated to veterinary fees for accidents and Illness Conditions. These coverages are provided in addition to, and will not reduce, any of the limits of Insurance shown elsewhere on the Document of Insurance.

#### INSURING AGREEMENT

In consideration of the payment of premium and in reliance upon statements contained in the application and/or provided by the Insured during enrolment including pet medical records, warranted by the Insured to be true, the Insurer will reimburse the insured for paid Veterinary fees

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up to the specified limits of coverage, for treatments to insured pet, subject to covered Accident and/or Illness in accordance with the Terms and Conditions and Limits of this Insurance Policy. Treatment must occur during the coverage period. Policy must be in force when claim form is submitted.

This is a Claims Made Policy, not occurrence based.

### COVERAGE

For a claim to be made payable by the Insurer, an authentic, Insurer 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 will be required to process any claim.

### SUPPLEMENTAL COVERAGE

#### BOARDING KENNEL FEES

The Insurer will reimburse the Insured for the cost of boarding the Insured's pet including home care to a maximum of \$25, per day to the Maximum Benefits stated in the policy, per incident, if the Insured is hospitalized for more than 48 hours and the Insured or any member or the Insured's family or household are unable to care for the Insured's pet. 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 effective date of this policy.

#### TRIP CANCELLATION

The Insurer will reimburse the Insured for any travel and accommodation cost, not business related, that the Insured is unable to recover to the Maximum Benefits stated in the policy, should the Insured's pet become ill or injured and require life-saving medical treatment up to 7 days prior to or during the Insured's trip. A claim form completed in part 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.

#### RECOVERY COSTS

The Insurer will reimburse the Insured for any costs of advertising or reward paid to the Maximum Benefits stated in the policy if the Insured's pet is lost or stolen. A claim form completed by the Insured/Owner, accompanied by all receipts for advertising and reward, including the name, address and telephone number of the person(s) the reward is paid to, are required to process the claim.

#### MICROCHIP MIGRATION

The Insurer will reimburse up to a maximum of \$300. (less policy deductible for Accident) for treatment to remove a migrated microchip. Malfunctioning chip and/or any resultant damage from migration are not covered. Deductible is waived for 24PetWatch microchip.

#### OWNER BEQUEST

The Insurer will pay the guardian of the Insured's pet in the event the Insured predeceases the pet, to the Maximum Benefit stated in the policy. A claim form with the new guardian's name, address, telephone number and signature, along with evidence of the Insured's death are required to process the claim.

#### EUTHANASIA AND CREMATION

The Insurer will reimburse the Insured/Owner for the actual cost, to a maximum of \$100., for euthanasia, burial and cremation.

#### ACCIDENTAL DEATH

The Insurer will reimburse the Insured for the original purchase price of the Insured's pet in the event of a sudden and accidental death, not requiring treatment, to the Maximum Benefits stated in the policy. A claim form signed by the veterinarian and original receipts for the original purchase price of the Insured's pet are required to process the claim. Where the Insured does not provide an original receipt, the Insurer will pay the Insured the current local Humane Society adoption fee for a dog or cat, in their region.

### ACCIDENTAL COVERAGE

#### BURNS

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for a burn, other than burns arising due to Motor Vehicle Accidents, to the Maximum Benefits stated in the policy.

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### *FOREIGN BODY INGESTION REMOVAL*

The Insurer will reimburse the Insured for the actual cost of required procedures (surgical or endoscopy) to remove a foreign body that the Insured's pet has ingested to the Maximum Benefits stated in the policy.

### *DEFINED POISON INGESTION*

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for poison ingestion to the Maximum Benefits stated in the policy. Visual identification of toxin ingestion, toxin-specific clinical signs or resolution only after toxin-specific therapy is required.

### *BONE FRACTURES*

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for an accidental bone fracture (excluding teeth), other than fractures arising due to Motor Vehicle Accident, to the Maximum Benefits stated in the policy.

### *MOTOR VEHICLE ACCIDENT*

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment should your pet be involved in any form of a motor vehicle accident and require medical treatment to the Maximum Benefits stated in the policy.

### *ALLERGIC REACTION TO INSECT BITE*

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for an allergic reaction to an insect bite (excluding fleas and/or ticks) or sting to which the Insured's pet has an adverse allergic reaction, to the Maximum Benefits stated in the policy.

### *BITE WOUNDS/BITE WOUND ABSCESSSES*

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for bite wounds and abscesses caused by bite wounds, to the Maximum Benefits stated in the policy.

### *LACERATIONS*

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for an accidental laceration, not caused by Motor Vehicle Accident, to the Maximum Benefits stated in the policy.

### **ILLNESS COVERAGE**

The insurer will not be liable for veterinary fees if the illness

has occurred, been diagnosed, treated or symptomatic prior to the coverage effective date. (Illness Coverage not available for Chinese Shar-pei's, or Chinese Shar-pei Crossbreeds. Refer to Exclusions Section #7)

### *CANCER*

The Insurer will reimburse the Insured, for the actual cost of required veterinary treatment for any malignant tumour, diagnosed by histopathology, to the Maximum Benefit stated in the policy.

### *STROKE AND/OR SEIZURES*

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for each of the following illnesses: seizures due to neurological illness, collapse due to hypoglycaemia, feline cerebrovascular accident and collapse due to vestibular syndrome, to the Maximum Benefit stated in the policy.

### *HEART DISEASE*

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for any Heart Disease to the Maximum Benefit stated in the policy.

## **CONDITIONS**

### **Medical Records**

As a condition of insurance the Insured's 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 in the form of complete medical records from all veterinary clinics that have seen the Insured's pet. If there are no medical records for the Insured's pet and/or the Insured's pet has not attended a veterinary clinic within the past twelvemonths, the Insured agrees to have the pet taken to a licensed Veterinarian for a complete physical exam within thirty days from the coverage effective date. 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. The Insurer is permitted to contact the Insured's veterinarian and request any information regarding the Insured's pet. The Insured's pet must be cared for in accordance with Federal, Provincial, and Municipal laws, in the jurisdiction in which the Insured resides.

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### COVERAGE RESTRICTIONS

For cats, if Feline Immunodeficiency Virus (FIV) and/or Feline Leukemia Virus (FELV) has been noted, treated or diagnosed, prior to the coverage effective date, no illness coverage is available under any of our programs.

For dogs, if Adult onset Demodex (after age five) has been noted, treated or diagnosed, prior to the coverage effective date, no illness coverage is available under any of our programs.

For cats and dogs, Cruciate Ligaments, Hip Dysplasia and Patella Luxation, despite the cause, are considered to be bilateral conditions (affecting both sides of the body) and are classed under the Musculoskeletal Illness Category of the Insured's PetCare Policy. There is no musculoskeletal illness coverage available under the QuickCare Senior Policy limitations/coverage.

#### Feline Vaccine-Associated Sarcoma (FVS)

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for feline vaccine-associated sarcoma. The diagnosis must be confirmed via Histopathology. The claim will be paid to the policy maximum, provided that the Insured 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 in part by the Insured and in part by the 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.

### PRODUCT UPGRADES/DOWNGRADES

In the event of the Insured opting to transfer the Insured's pet to a program with higher benefits, the Maximum Benefit payable with respect to an Illness Category will be restricted to the Maximum Benefit payable under the policy that applied during the period in which such illness(es) was first noted, diagnosed, or treated. If the level of coverage is lowered, the lower Maximum Benefits shall apply.

### TIMING

Coverage will be effective at 12:01 a.m. on the day following enrolment. All applications are subject to review and approval prior to enrolment.

In order to receive benefits for injury(ies), which occur during the first 24 hours of coverage, proof of time of injury(ies) will be required.

### DUPLICATE COVERAGE

If at any time any claim arises under this insurance and there is any other insurance providing coverage to the Insured's 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.

### BINDING ARBITRATION

In the event of any disagreement between the Insured and the Insurer, the matter will be referred to PetCare's Veterinary Advisor.

### UNDERWRITING

All policies shall be subject to any/all Co-payment and Deductibles (See Appendix "A").

Premiums may increase with excessive claims.

Any Illness or Accident pre-existing to the policy is not available for coverage. This includes illnesses that are existing, symptomatic and/or treated but not necessarily diagnosed, prior to the coverage effective date.

The Insurer reserves the right to place Temporary or Permanent Exclusions on a policy with respect to any accident(s) or illness(es) that has occurred or is symptomatic prior to the coverage effective date. All exclusions are considered to be bilateral, unless otherwise noted. Review of temporary exclusions is available, upon request, twelve months from the coverage effective date.

### TERRITORIAL LIMITS

This coverage is valid in Canada and for a period of up to 182 days while travelling within the United States.

### WAIVER OF SUBROGATION

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.

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### EXCLUSIONS

The Insurer shall not be liable for:

1. Preventative and elective treatments/surgeries including but not restricted to vaccinations, cosmetic treatment/surgery, spaying (including for false pregnancy), neutering (including cryptorchid neuters), or any treatment /surgery relating to breeding or pregnancy.
2. Claims arising from, or as a result of, any excluded procedure, accident or illness.
3. Claims arising from any accident or illness condition, with respect to which the Insured was advised by a veterinarian to take preventative measures, and did not comply.
4. Claims for dental procedures and/or dental diseases.
5. Elective/cosmetic procedures.
6. Dew claw removal, tail docking, ear cropping, declawing and nail trimming.
7. Any illness claim for Chinese Shar-pei's and Chinese Shar-pei Crossbreeds.
8. Non-essential boarding and/or hospitalization.
9. Behavioral problems, medications and/or behavioral consultations.
10. Food with the exception of 25% of the cost of prescription diet specifically prescribed by a veterinarian for a covered Illness Condition to a maximum of six months.
11. Financial euthanasia.
12. Destruction of a pet deemed "dangerous".
13. Costs resulting from any Accident or Illness Condition relating to the use of the Insured's pet for occupational, professional, or business purposes.
14. Co-payment and Deductibles as described in the policy.
15. Any claims for an Illness Condition arising prior to the coverage effective date.
16. Any claims for an Accident that occurred prior to the coverage effective date.
17. Any costs related to mistreatment, injury or neglect caused by the Insured, any member of the Insured's household, or anyone employed or contracted by the Insured.
18. More than one occurrence of a newly symptomatic or diagnosed preventable illness (i.e. vaccine reactions and Flea Allergy).
19. Any aids, including mechanical devices or otherwise (including but not limited to monitoring machinery, carts and diapers) and/or any palliative care. This does not include veterinary attended or clinically monitored care.
20. Claims for monies over and above the maximum benefits amount of the policy.
21. Any claim as a result of:
  - 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;
  - c. Any nuclear incident or radioactive contamination

### RENEWAL

This policy and payment method is continuous until cancelled and will automatically renew on a monthly basis subject to and in consideration of the receipt of premium.

### NOTICE OF CHANGE

The Insurer or its authorized agent reserves the right to make any material changes to the policy including but not limited to premium, coverages, exclusions, limits, deductibles, co-payment and the name of the Insurer. The Insurer or its authorized agent will provide written notice, by regular mail to current address on file, of changes to the Insured thirty days prior to the policy change, and any such change will be deemed to be consented to by the Insured upon receipt of notice.

### STATUTORY CONDITIONS

The applicable provincial insurance legislation requires these conditions be part of every policy where the peril of fire is covered. These statutory conditions apply to the above perils and all other coverages and endorsements attached. To the extent that the Civil Code of the Province of Quebec is applicable here, the General Conditions and Provisions as set out in the Civil Code of the Province of Quebec apply.

### 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

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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.

### CHANGE OF INTEREST

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

### 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 their authorized representatives, 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, by regular mail to last known address on file, that if they desire the contract to continue in force they must within fifteen days of 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.

### TERMINATION

**This contract may be terminated:**

- 1) By the Insurer or their authorized representative;
  - a) For non-payment, giving to the Insured fifteen days written notice of termination by registered mail or five days written notice of termination personally delivered. The fifteen days will commence on the day following the receipt of the registered letter at the post office to which it is addressed.
  - b) Without cause, by giving ninety days written notification by regular mail to current address on file.
- 2) By the Insured at any time on request by advanced written notification with a minimum retained premium of one month plus 100% of any paid fees.

**Where the contract is terminated by the Insurer:**

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

the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as reasonably practicable.

**Where this contract is terminated by the Insured:**

The Insurer shall refund as soon as reasonably practicable, the excess of the 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, including fees paid.

The refund may be made by money, postal or express company money order, bank draft or cheque payable at par.

Once this contract is terminated, there shall be no further claims against it. This is a Claims Made Policy. Treatment being claimed for must occur while coverage is in force and be presented to Insurer for reimbursement within thirty days of policy coverage lapse.

### REQUIREMENT AFTER THE LOSS:

Upon the occurrence of any loss 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 the Policy Terms and Conditions:

- Forthwith give notice in writing to the Insurer,
- Deliver as soon as reasonably 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 the 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

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- through any wilful act or neglect of the procurement, means or connivance of the Insured.
- (iv) Showing the amount of other insurances and the names of the 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 change 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 the loss.

### EXAMINATION UNDER OATH

After a loss, which may be insured under this policy, you shall as often as we reasonably require:

- Submit to examinations under oath, and
- Produce or cause to produce in good faith employees, members of your household or others for examinations under oath to the extent it is within your power to do so.

### 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, and any such claim shall be null and void.

### WHO MAY GIVE NOTICE AND PROOF

Notice of loss may be given and proof of loss may be made by the authorized agent or representative 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.

### 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 applicable provincial insurance legislation 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.

### WHEN LOSS IS PAYABLE

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

### ACTION

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

- Three years in the Province of Quebec.
- Policy must be in force when claim form is submitted.
- This is a Claims Made Policy, not occurrence based.

### 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 them or by registered mail addressed to them at their latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada. Any written notice to the authorized agent of the Insurer may be delivered at, or sent by registered mail to:

PetCare Insurance Brokers Ltd.  
710 Dorval Drive, Suite 400  
Oakville, ON  
L6K 3V7

Insurance Underwriters:

Lombard General Insurance Company of Canada  
105 Adelaide Street, West Toronto ON M5H 1P9

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### APPENDIX "A"

Deductibles Per Incident for Accidents

Deductibles Per Condition for Illnesses

COVERAGES	DEDUCTIBLES
Foreign Body Ingestion	\$50
Motor Vehicle Accident	\$50
Defined Poison Ingestion	\$50
Accidental Death	No Deductible
Lacerations	\$50
Burns	\$50
Bone Fractures	\$50
Allergic Reaction to Insect Bites	\$50
Bite Wounds/Bite Wound Abscesses	\$50
Strokes and/or Seizures	\$200
Heart Disease	\$200
Boarding Kennel Fees	No Deductible
Owner Bequest	No Deductible
Recovery Cost	No Deductible
Trip Cancellation	No Deductible
Euthanasia and Cremation	No Deductible
Cancer	\$200
Microchip Migration	\$50
*Deductible for Microchip Migration is waived for 24PetWatch Microchip	