

Terms & Conditions for TenantCare Insurance Policy

PETCARE PET INSURANCE PRODUCTS TENANTCARE THIRD PARTY DAMAGE LIABILITY COVERAGE

ENDORSEMENT

The Insurer will, subject to the exclusions below, pay the amount of compensatory damages for physical damage to the interior of the Insured's Rental Unit only, directly caused by the Insured's pet (the "Third Party Damage Liability Claim") to the maximum benefits stated below .

The Insurer shall not be liable for:

- Damage to contents of the Rental Unit caused by the Insured's pet;
- Injury to persons caused by the Insured's pet;
- Exemplary, aggravated or punitive damages;
- Any claim involving the use of the Insured's dog or cat in any business, undertaking or venture undertaken for financial gain, including a trade, profession, or occupation;
- Any claim involving an Insured's dog or cat that has a record of two or more acts of aggression;
- Any claim as a result of any intentional or criminal act or failure to act by the Insured or any person at the direction of the Insured.

Limit of Liability

- \$700. , if claim occurs within 36 months of occupancy date,
- \$500 thereafter,
- maximum one claim occurrence per policy,
- claim subject to policy deductible.

Third Party Liability claim

- Claim submitted must include a copy of the lease/ rental agreement in force at the time of claim occurrence and a copy of the demand letter from landlord clearly indicating the following;
 - (1) total damages to unit, itemized,
 - (2) the forfeiture of damage deposit and amounts thereof,
 - (3) which damages specifically caused by named pet,
 - (4) cost to repair/replace said damages.
- Coverage is expense reimbursement only and claim is payable to Landlord.

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.

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 inception of the policy.

Terms & Conditions for TenantCare Insurance Policy

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 of each payable claim for which the Insured is responsible.

CO-PAYMENT

Co-Payment is the stated percentage of each covered 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.

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. 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 up to the specified limits of coverage, for treatments to insured pet, subject to covered Accident 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.

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.

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.

Terms & Conditions for TenantCare Insurance 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.

SUPPLEMENTAL COVERAGE

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.

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 twelve months, 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 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.

COVERAGE RESTRICTIONS

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. There is no Musculoskeletal Illness coverage available

under the QuickCare Accident only policy limitations/coverage.

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

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

Terms & Conditions for TenantCare Insurance Policy

This policy does not provide illness coverage.

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 effective date of the policy. All exclusions are considered to be bilateral, unless otherwise noted. Review of temporary exclusions is available, upon request, twelve months from policy inception.

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.

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.
3. Claims arising from any accident, with respect to which the Insured was advised by a veterinarian to take preventative measures, and did not comply.
4. Claims for an illness(es), as this is an accident only policy.
5. Claims for dental procedures and/or dental diseases.
6. Elective/cosmetic procedures.
7. Dew claw removal, tail docking, ear cropping, declawing and nail trimming.
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 accident to a maximum of 6 months.
11. Financial euthanasia.

12. Destruction of a pet deemed "dangerous".
13. Any aftercare, such as cremation and/or funeral expenses.
14. Costs resulting from any accident relating to the use of the Insured's pet for occupational, professional, or business purposes.
15. Co-payment and Deductibles as described in the policy.
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. 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.
19. Claims for monies over and above the maximum benefits amount of the policy.
20. 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.

Terms & Conditions for TenantCare Insurance Policy

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 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

Terms & Conditions for TenantCare Insurance Policy

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 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

**Terms & Conditions for
TenantCare Insurance Policy**

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

APPENDIX “A”

Deductibles Per Incident for Accidents

COVERAGES	DEDUCTIBLES
Foreign Body Ingestion	\$50
Motor Vehicle Accident	\$50
Defined Poison Ingestion	\$50
Lacerations	\$50
Burns	\$50
Bone Fractures	\$50
Allergic Reaction to Insect Bites	\$50
Accidental Death	No Dedcutible