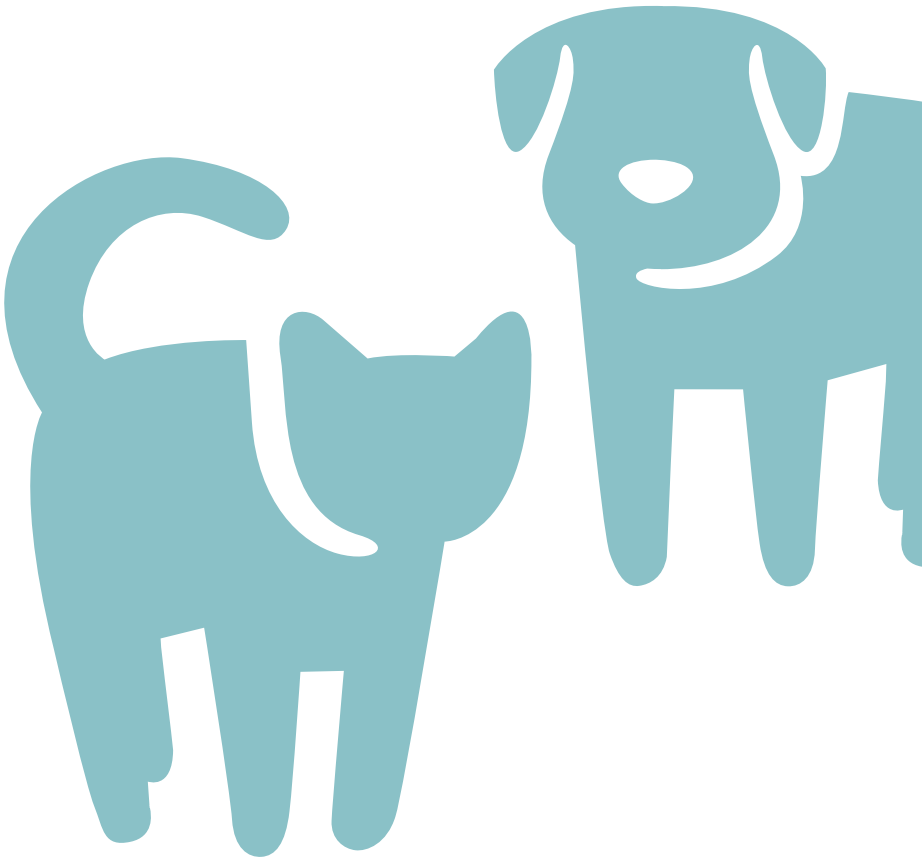


ACCIDENT

USER GUIDE



WELCOME TO THE PETS PLUS US[®] COMMUNITY



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For a pet owner, one of life's most trying events is when a beloved pet suffers an accident. In support of Canadian pet owner happiness, Pets Plus Us pet insurance provides comprehensive benefits towards medically necessary veterinary care due to accident(s), which is why we call this coverage:

ACCIDENT

(This is your User Guide. This document is also your "Policy Terms & Conditions")

For specific details about your Accident policy, please refer to the included *Summary of Coverage*, or your most recent *Summary of Coverage* that we have sent to you. This policy contains a clause which may limit the amount payable. This refers to things such as a "co-pay" or a deductible. Refer to your *Summary of Coverage* where you will find your policy effective date and information on your selected options (including "your share" or the "co-pay" and the age "deductible" amount).

Also, certain words have very specific meanings in this *User Guide*; please refer to the *Glossary* for these definitions.

We currently have other plans that provide coverage for both accidents and illness. Consider Pets Plus Us' *Accident & Illness MORE* or *Accident & Illness MAX*.

We also have a plan that provides additional coverage for services such as dental care, vaccines, and other wellness care that help keep your pet in peak physical health. Consider Pets Plus Us *Wellness Care* coverage. For more information, visit petsplusus.com or call us at 1-800-364-8422.

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COVERAGE HIGHLIGHTS



Your Accident Benefits

Up to \$5,000 per year for medically necessary veterinary services to treat injuries to your pet caused by one or more accidents.

- Hospitalization
- Surgery
- Diagnosis
- Prescription medications
- Alternative therapies

The most we will pay is the benefit maximum shown on your *Summary of Coverage*.

Your co-pay applies.

Your deductible applies.

Your Additional Benefits

- Boarding kennel or cattery fees—up to \$1,000 per incident if you're hospitalized and unable to care for your pet (see page 9)
- Cremation or burial—up to \$1,000 if your pet passes away (see page 9)
- Holiday trip cancellation—up to \$1,000 per incident (if your pet has a medical emergency) (see page 9)
- Lost pet advertising and reward—up to \$1,000 per incident if your pet goes missing (see page 10)
- \$50 tribute donation to a pet charity in honour of your pet if your pet passes away (see page 10)

No deductible or co-pay applies to any of these *Additional Benefits*.

What's Not Covered

- Illness
- Non-essential services & supplies
- Any reproductive system expenses, including spaying & neutering
- Vaccinations & routine procedures
- Elective procedures
- House call fees

DETAILS ABOUT YOUR ACCIDENT BENEFITS



Here's where you'll find useful information about the details of the insurance benefits we provide for your pet, as a direct result of an accident.

Benefit Maximum

\$5,000 is the maximum we will pay per policy year in *Accident Benefits* for your pet.

There is no lifetime limit or cap that applies to your pet.

We pay a benefit when services are provided by any veterinarian licensed in Canada or the United States (when you and your pet are travelling in the United States).

You must satisfy any applicable co-pay and deductible for all coverage, unless stated otherwise below.

Subject to these terms and conditions, we cover the following medically necessary expenses required to treat an injury to your pet that is caused by one or more accidents. The accident must occur after the expiry of the waiting period and while your policy is in effect.

1. Veterinary services

Consultations, exams, emergency care, hospitalization, drugs, surgery, anaesthesia, specialist referrals and other medical procedures performed by a licensed veterinarian;

2. Alternative therapies

Acupuncture, chiropractic services, naturopathy, hydrotherapy, massage therapy and physiotherapy are all eligible expenses, if provided by, or under the supervision of, a licensed veterinarian and related to an eligible accident;

3. Dental treatment

We cover and pay for expenses required for the necessary extraction of traumatically fractured non-diseased teeth in an otherwise healthy mouth (this does not include deciduous teeth or non-erupted teeth).

4. Medical devices

Up to \$1,000 for the cost of medical devices (for example, a canine wheelchair) as prescribed by your veterinarian and subject to our prior approval.

ADDITIONAL BENEFITS



Here's where you'll find useful information about the details of the *Additional Benefits* (these are in addition to the *Accident Benefits*) we provide for your pet.

Benefit Maximum

There is no policy year or lifetime maximum for the *Additional Benefits*. There are specific limits that apply per incident as further described below.

Subject to these terms and conditions, we cover the following if the incident occurs after the waiting period and while your policy is in effect:

1. Boarding kennel or cattery fees

Boarding fees if you are hospitalized as a result of an accident or illness. The period of your, or your immediate family member's, hospitalization and the period of stay in a kennel or cattery must occur while this policy is in effect and after expiry of the applicable waiting period. Limit is \$1,000 per incident, and up to a maximum of \$30 per day.

2. Cremation or burial costs for your pet

Cremation or burial costs, if your pet passes as the direct result of an accident. Any injury due to an accident suffered by your pet causing death must not be excluded from coverage. Any accident causing the death of your pet must occur after expiry of the applicable waiting period while your policy is in effect. Limit is \$1,000.

3. Holiday trip cancellation

We reimburse your travel and accommodation costs when your pet receives life-saving emergency treatment required because of injury due to an accident that requires you to cancel a trip within seven days before leaving, or to cut short a holiday. The accident causing injury and the emergency treatment must occur after expiry of the applicable waiting period and while your policy is in effect. Limit is \$1,000 per incident.

To be eligible for cancellation benefits:

1. You must not have recovered travel and accommodation costs from other sources.
2. You must have booked your holiday 28 days or more in advance.
3. Any injury due to an accident suffered by your pet necessitating the emergency treatment must not be excluded from coverage.

4. Any accident and injury necessitating such emergency treatment must occur after expiry of the applicable waiting period and while your policy is in effect.

4. Lost pet advertising and reward

We reimburse the cost of advertising and reward money, if your pet goes missing for longer than 48 hours and you've reported your loss to a local shelter, humane society or animal services agency. Your pet must go missing after expiry of the applicable waiting period while your policy is in effect. Limit is up to \$1,000 per incident.

To be eligible for reimbursement the person you are rewarding can't be your immediate family or a person you employ or with which you live. For any reward amount, we need a signed receipt from the person who (thankfully) found your pet.

5. Pet tribute

We'll donate \$50 as a tribute in honour of your pet to one of our Pets Plus Us tribute charities in your pet's name should your pet pass away due to injury caused by an accident occurring after expiry of the applicable waiting period and while your coverage is in effect.

EXCLUSIONS—WHAT WE DON'T COVER



Knowing what charges aren't eligible under your coverage is important. This can help you make decisions on responsible care for your pet's health and well-being.

This part of your *User Guide* describes what isn't included under your coverage. If you have any questions, please call us at 1-800-364-8422 and we'll be happy to explain in more detail.

We do not cover, and will not make payments for any loss or claim resulting in whole or in part from, or contributed to, by any of the following:

Any care or service that results from or is related to an illness or routine care.

Expenses for conditions or expenses arising due to complications from conditions or procedures excluded under this policy.

Pre-existing Conditions

A pre-existing condition refers to any condition for which a veterinarian provided medical advice, the pet received treatment for, a veterinarian determines began prior to, or the pet displayed signs or symptoms consistent with, or associated with, the stated condition prior to the effective date of the policy or during any waiting period. When referring to exclusions or policy limits, bilateral conditions are considered as one condition (for example: cruciate ligaments, hip dysplasia, ear or eye problems).

Other excluded items

Anal Glands

Expenses related to routine anal gland expression or impaction/ abnormal fluid consistent with a minor infection (Sacculitis).

Behavioural problems

Expenses related to an accident arising from your pet's known behavioural problem.

Behavioural training

- Classes or non-therapeutic training; or
- Correctional devices or preventive products.

Boarding or cattery costs related to you being:

- Hospitalized for injury due to an accident that first happened or showed symptoms within the waiting period or before the policy effective date;
- Pregnant or giving birth; or

- Hospitalized for treatment of alcohol or drug abuse or addiction, attempted suicide, self-inflicted injuries or cosmetic surgery.

Contaminated water

Expenses related to illnesses developed by drinking contaminated/stagnant water.

Cremation or burial of your pet

We do not pay this benefit if your pet's death results from an excluded pre-existing condition or any other condition that is excluded. Coverage for burial costs does not extend to a memorial paw print.

Dental

- Teeth cleaning or polishing;
- Treatment of tooth structure irregularities, improper bites, tooth pulp or root problems and removal of deciduous teeth, non-erupted teeth or teeth affected by cervical neck lesions;
or
- Endodontic and orthodontic care.

Dietary Indiscretion

Expenses related to eating something that should not be eaten leading to gastroenteritis (symptoms include diarrhea, vomiting, lethargy) that does not create an obstruction requiring intervention as outlined under foreign body ingestion below.

Elective procedures

Procedures considered to be medically unnecessary including but not limited to: cosmetic surgery, debarking, declawing, ear cropping, nail trims, grooming, nasal or skin folds, stenotic nares or tail docking.

Foreign body ingestion

Treatment related to foreign body ingestion or suspect foreign body ingestion that does not require resolution either from drug induced vomiting, endoscopy, or surgical intervention. If

resolution of the foreign body is achieved without any of these forms of intervention, coverage would not apply.

House calls

Expenses related to making a house call unless a veterinarian certifies that a visit is essential in an emergency.

Inappropriate care

Costs resulting from neglect, abuse or intentional injury of your pet by you or any member of your household.

Medications

Expenses related to medication that does not have, in Canada, a Drug Identification Number (DIN), a Natural Health Product (NHP) number or an Interim Notification Program (INP) number.

Non-essential services and supplies

Expenses related to grooming, mineral supplements, vitamins, any type of pet food and regular or medicated baths.

Nuclear incidents

Expenses that result from a nuclear explosion, contamination by radioactive material or any nuclear incident, as defined in the *Nuclear Liability Act*.

Post-mortems

Post-mortem tests or procedures.

Reproduction and the reproductive system

Expenses related to, or complications that arise from, any illness involving reproduction or the reproductive system, including:

1. For pregnancy, queening or whelping or:
2. For aftercare of litter and other routine procedures, or
3. For spaying or neutering or any sterilization procedure.

Risky activities

We don't offer coverage or pay for expenses that ensue from

activities such as commercial guarding, organized fighting, the pursuit of prey, or racing. We do provide coverage for dogs used in the recreational hunting of upland birds or waterfowl.

Time and travel expenses

Travel costs to and from an animal hospital or the veterinarian's location.

Vaccines and routine procedures

Expenses related to, or expenses arising from, complications due to vaccination-associated exams and other preventive procedures, including but not limited to routine anal gland expression.

War activities

Expenses for injury caused by war activities such as acts of terrorism, bombardment, civil war, rebellion or any armed force action. This exclusion applies whether or not war has been declared.

WHEN COVERAGE TAKES EFFECT



This section shows the waiting period that applies to each of your benefits. There is no coverage unless the accident and injury occurs after expiry of the waiting period.

Coverage type	Waiting period
Accident	48 hours
Additional Benefits	48 hours

All waiting periods start at 12:01 A.M. on your policy effective date.

WHEN YOUR POLICY ENDS



Your policy and all coverage ends on the earliest of:

1. The date we terminate your contract in accordance with Section 5(1) of the Statutory Conditions because you have not paid your premium when due;
2. The next month's policy anniversary date following the date we receive your cancellation request; and
3. The date your pet passes away.

YOUR OBLIGATIONS



Below we describe your responsibilities in paying for coverage and sharing costs.

The Cost

The cost for your Pets Plus Us policy is the premium. You must pay the premium that applies to your policy to keep it in effect. The amount of the premium can be determined by reviewing your *Summary of Coverage*. Premiums are due monthly on your payment date. Your premium and/or coverage features do not change more frequently than once in any 12-month period. We will give you advance notice of any changes.

Your Share and Your Deductible

This section explains the amount that we reimburse you, and how much you pay.

By contributing your share, everyone benefits. Because of your contribution, we're able to keep our cost for coverage competitive, while providing you with additional services that can help make being a pet owner a lot easier.

Championing pet owner happiness is what we, at Pets Plus Us, do best.

As a member, you participate in coverage costs by paying a percentage of the cost of care (your "Share"). In insurance-speak, this is often called "co-pay" or "co-insurance."

You also pay a deductible. Both your share and your deductible are shown on your *Summary of Coverage*.

YOUR SHARE:

Your share is:

20%

We reimburse:

80%

Please bear in mind that:

- Your share is applied first, followed by your deductible.
- The deductible is an annual amount so once you've paid it, it won't be applied again in that policy year.
- You never pay the deductible unless your pet actually needs veterinary care and you have to make a reimbursement request.
- Taxes are included in the amounts paid back to you under all Pets Plus Us coverage.

Annual deductible for dogs and cats

\$100

When the deductible is applied

The deductible is applied annually based on the policy anniversary date.

Sample calculation

Penny had an energetic beagle named Lloyd. One day, Penny had to leave suddenly for a rush work assignment and forgot to secure the outside gate. Lloyd darted into traffic on the nearby street and was struck by a motorist who wasn't able to stop in time. Lloyd had to be rushed to the vet for emergency treatment.

Penny's Pets Plus Us Accident insurance provided for reimbursement of 80 percent of the \$2,000 incurred veterinary costs, less Penny's \$100 deductible.

Example: Penny's reimbursement request

Veterinary bill	\$2,000 (including taxes)
Less Penny's share (20%)	- \$400
Less Penny's selected annual deductible	- \$100
Pets Plus Us reimburses Penny	\$1,500

A few months later, Lloyd had another accident when the front porch steps collapsed. This time Penny's bills totaled \$1,000. Because Penny had already paid an annual deductible, there was no deductible so her share was \$200 (20%) and Pets Plus Us paid the \$800 (80%) balance.

REIMBURSEMENT REQUEST



Your reimbursement is a priority at Pets Plus Us. We will process all reimbursement requests – whether simple or complex – as quickly as possible once we have received all of the required documentation. You'll hear from us if there's any delay, such as needing to contact your veterinarian directly for more information.

Two of the most common problems that can delay reimbursement requests are:

- Forgetting to get your veterinarian's signature and practice information on reimbursement request form; and
- Failing to provide all eligible receipts.

Financial responsibility

You must pay your veterinarian first for all services and treatments, and then submit a reimbursement request to us. We'll reimburse you for all eligible costs based on the specified amounts and coverage outlined in this document.

For more expensive procedures we can make special arrangements with your veterinarian for direct payment. Talk to one of our representatives to request this arrangement.

Reimbursement request forms

These are typically available from your veterinary clinic, on our website, or by calling one of our Pets Plus Us representatives at 1-800-364-8422.

How to request reimbursement

You and your veterinarian must fill out and sign our Pets Plus Us simplified reimbursement request form. Forward the completed form together with itemized receipts for the pertinent costs. You may submit reimbursement request forms by mail, fax, or email to the address below:

- Mailing address: 2-1115 N Service Road W., Oakville, Ontario L6M 2V9
- Toll-free phone #: 1-800-364-8422 (general)
- Toll-free fax #: 1-855-456-7387 (claims/reimbursement requests)
- Email: submissions@petsplusus.com

Before you submit

To avoid processing delays, please ensure that the

reimbursement request form includes all the following:

- Your name, correct mailing address, signature and policy number;
- Your veterinarian's signature and practice stamp;
- The name of the injury eligible for reimbursement, completed by your veterinarian; and
- Is accompanied by all paid-in-full receipts (including an itemized breakdown of charges).

When reimbursement requests are eligible

We only pay reimbursement requests that we receive no later than six months from the treatment date or within 60 days of the date your policy terminates, whichever occurs first.

Costs must be incurred while your policy is in effect, and after the waiting period has expired.

Ineligible reimbursement charges

We are unable to reimburse you or your veterinarian for administrative tasks like completing any forms, filing fees, prescription or dispensing fees, courier fees or charges for sending medical records, even if your veterinarian chooses to bill you for this.

Other reimbursement rules

We are unable to process reimbursement requests if your premium isn't up to date when you make the request.

Reimbursement for charges that you pay in U.S. currency will be adjusted to Canadian dollars without applying any currency conversion exchange. For example, \$800 in U.S. charges will be considered as \$800 in Canadian funds. We do this because your premium is paid in Canadian dollars and are set based on Canadian veterinary charges.

Insurance fraud hurts all pet owners!

If we discover that you've made a false or exaggerated reimbursement request, your coverage will be voided immediately.

HOW YOUR COVERAGE WORKS



The chart below gives an overview of your Pets Plus Us coverage procedures.



LEGAL STUFF



We understand that reading legal documents isn't fun. However, it's still vitally important that you understand your coverage, rights and legal responsibilities.

Changes

Your premium and/or coverage features do not change more frequently than once in any 12 month period. We will advise you of any changes at least 30 days in advance.

You can also apply for changes to your coverage at any time. If approved, these changes will take effect on the next month's payment due date following the date we receive your change request. We will send you a new *Summary of Coverage*.

Changes also include upgrading to a different coverage option and where there is a change in your address that affects your premium.

Cancellation

You must ask to cancel this coverage in writing by mail, fax or e-mail. Cancellation will take effect on your next month's policy anniversary date following the date we receive your cancellation request. If your pet passes, we'll automatically backdate your cancellation to the date on which they passed.

We know we have a great product but if for some reason you decide to cancel your coverage, you have 30 days from the date you complete and submit your application to cancel without any financial obligation. In the event that you notify us to cancel within that period, we will refund any part of the premium that you have paid and your policy shall be void, as long as we have not reimbursed you for any claims.

Other coverage

The coverage outlined in this policy is second payor. That means that if there are other insurance plans, or contracts, or any plan, providing you an indemnity in respect of your pet for veterinary or therapeutic expenses, we only pay for expenses incurred in excess of what is reimbursed under such other coverage. Total benefits paid to you under all plans cannot exceed your actual expenses.

E-mail notification

You can agree to receive your policy documents and notices electronically. If so, we'll consider those items as received by you on the date they are sent to the last verified e-mail address we have on record in our system.

Governing laws

Your Pets Plus Us coverage is subject to all applicable Canadian laws.

Insurance contract

Your contract with us includes your application for insurance, this *User Guide*, your *Summary of Coverage* as amended from time to time in accordance with the policy terms and conditions, any document accompanying the *User Guide* when issued, as well as any amendments agreed to or provided in writing after the policy is issued. The contract also includes any trial coverage or vouchers you may have held with us prior to our issuing of the policy.

Legal actions

We have the right to subrogate. This means that if someone else is found to be responsible for an accident for which we pay an amount, we have the right to legally pursue them, in your name, and recover any incurred amounts that we paid. You must help us if we ask you, by executing such documents as are necessary and by cooperating with us.

Every legal action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* or other legislation applicable in your province.

Rights of recovery

You must fully comply with all terms and conditions of your contract. You may only start legal action against us within one year after you have provided us with written proof of loss. You also have up to one year from the date we require written proof of loss to take legal action in order to recover a reimbursement amount under this coverage.

GLOSSARY



Words are powerful. We understand that they sometimes can have different meanings to different people. That's why we prepared the following list of terms so you understand exactly what we mean.

accident

An unforeseen and unplanned traumatic event that:

- Results in injury to your pet independent of all other causes; and
- Involves an external force, impact or contact with an inanimate object.

Examples of an accident are falling from a balcony or cutting a paw on glass.

associated condition

Any medical condition or complication arising from another condition for which your pet showed signs or symptoms that are directly related to and caused by the primary medical condition. This includes any medical condition resulting from any treatments for the associated conditions such as alternative therapies, diagnostic testing, medication and prescription diets.

bi-lateral condition

Any condition affecting body parts of which Your Pet has two, one on each side of the body (examples: cruciate ligaments, hip dysplasia, ear or eye problems).

contract (also called policy)

Your insurance agreement with us which is evidenced by your application for insurance, this *User Guide*, your *Summary of Coverage* as amended from time to time, the Statutory Conditions booklet and any document attached to this *User Guide* when issued, as well as any amendments agreed to or provided in writing after the policy is issued. The contract also includes any trial coverage or vouchers you may have held with us prior to our issuing of the policy. Please keep all policy documents together in a safe place.

co-pay (also called share, your share)

The share of your claim that you must pay before your deductible is applied. Your share is set out on your *Summary of Coverage*.

coverage (also called policy, insurance)

The protection for your pet under the terms and conditions of your coverage option as specified on your *Summary of Coverage*.

deductible (see also co-pay)

The annual amount that you pay before we make reimbursement under your policy. Your deductible is set out on your *Summary of Coverage*.

euthanasia

The humane medical procedure in which a veterinarian ends a pet's life.

 hospitalization

For a human being, medically necessary confinement in a legally constituted and accredited hospital in North America which provides 24-hour nursing care by registered nurses, has organized facilities for diagnosis and major surgical procedures, and operates primarily for the care and treatment of sick and injured persons.

For your pet, "hospitalization" means medically necessary confinement in an animal hospital which is operated under the supervision of one or more licensed veterinarians.

 illness

Sickness, disease and any changes to your pet's normal healthy state that a veterinarian diagnoses.

 immediate family

Your spouse (legal or common law), and any of your children, parents, brothers or sisters.

 insurance (see coverage) **medical emergency**

An accident or illness that requires immediate life-saving treatment prescribed by a licensed veterinarian.

 medically necessary

Required care that a veterinarian prescribes and performs that is directly related to the resolution or control of the medical condition being treated.

 medication

A drug or medicine that a veterinarian recommends for the care of your pet, that the Veterinary Drug Directorate (VDD) approves for veterinary use and has a valid Drug Identification Number (DIN), a Natural Health Product Number (NHP) or an Interim Notification Program (INP) number.

 member

A participant in the Pets Plus Us Community who owns the pet protected under this policy.

 member number

This number identifies the member who holds one or more coverage options for one or more pets or multiple coverage options for one pet.

 pet

The dog or cat named in your *Summary of Coverage*.

 Pets Plus Us Community

A community of pet lovers who want to share experiences, improve their pets' quality of life and do everything possible to safeguard the health and welfare of their pets. You, as a policyholder, are a member of the Pets Plus Us Community.

 poison

A chemical substance that when ingested in inappropriate amounts can cause injury or death. For the purposes of this coverage it does not include the ingestion of human food, rotting food, garbage or illicit drugs. Examples of a poison include warfarin, strychnine, metaldehyde, prescription drugs as well as specific plants that are

identified and known to be toxic (e.g., lilies, japanese yew). A complete list can be found at: <http://www.petpoisonhelpline.com/poisons>

policy, policy documents
(see contract)

policy anniversary date

The first anniversary of your policy effective date and each anniversary thereafter.

policy effective date

The date your contract with us comes into effect. The waiting period applies after the policy effective date. This date is set out on your *Summary of Coverage*.

policy number

The specific policy number we use to identify you and the coverage you have for your pet. Please note that we can have multiple policy numbers for you if you have more than one coverage option with us. The policy number appears on your *Summary of Coverage*.

policy year

Each 12-month period that ends on a policy anniversary date.

post-mortem

Relating to a medical examination occurring or done after the death of a pet.

pre-existing condition

Any condition for which a veterinarian provided medical advice, the pet received treatment for, or the pet displayed signs or symptoms consistent with, or associated with, the stated condition prior to the effective date of the policy or during any waiting period.

reimbursement

The portion of total covered charges that we pay.

reimbursement request (also called claim)

An application for reimbursement that you submit to us.

share, our share (see reimbursement)

share, your share (see co-pay)

statutory conditions

Conditions that by law in some provinces must be included in your contract. In other provinces, they are part of the contract, but this is not required by statute.

Summary of Coverage

The document that accompanies this *User Guide* setting out the policy effective date, your selected benefit options and other details of your coverage. This includes any *Summary of Coverage* we issue to you to replace an earlier version. The *Summary of Coverage* forms part of your contract.

treatment

Medical care that a veterinarian provides for your pet as the result of an accidental injury or illness.

User Guide (also called guide)

This *User Guide* which also constitutes your policy terms and conditions.

veterinarian

A medical professional who is properly licensed in Canada to provide medical treatment for your pet and who is acting within the scope of their license.

waiting period

The period of time after your policy effective date that must elapse before there is coverage for an accident. There is no coverage for an accident or other event that occurs before the expiry of the applicable waiting period even if the treatment for the injury occurs after the expiry of the applicable waiting period.

we, our, us

Pets Plus Us, a division of PTZ Insurance Services Ltd.

you, your

The person named in the *Summary of Coverage* as the policyholder who is the party to the insurance contract with us.

CONTACTS

Please stay in touch! Below is some important contact information if you have more questions about your coverage, or need to change your personal information.

Call us toll-free at: 1-800-364-8422

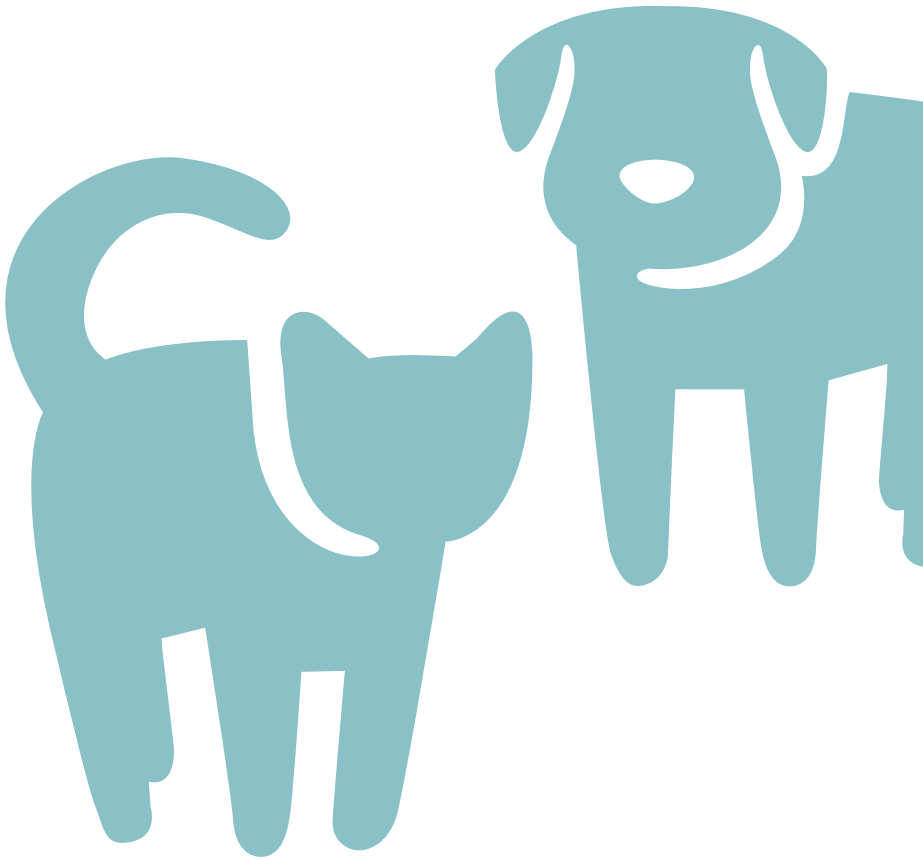
Email us at: info@petsplusus.com

Visit us at: petsplusus.com

See your *Blue Ribbon Benefits Guide* included with your Welcome Package to learn more about the additional products and services that come with being part of the Pets Plus Us Community!

USER GUIDE

STATUTORY CONDITIONS





You might be alarmed by what follows. It may seem to be unusual language. That is because the following conditions are Statutory Conditions and they must be included in your policy under the laws of some provinces. In other provinces, they are included as part of the insurance contract you have with us.

We recognize that your pets are very important members of your family. However, pet insurance is considered within the class of property insurance for insurance law purposes. So, “property” refers to your pet in the following statutory conditions. We blame the lawyers. “Insured” refers to you, the policyholder.

Misrepresentation

1. 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 the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

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

Material change in risk

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

5. (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.

- (2) If the contract is terminated by the insurer,
 - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - (a) immediately give notice in writing to the insurer,
 - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) *giving a complete inventory of that property and showing in detail quantities and cost of that property 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) *stating the amount of other insurances and the names of other insurers,*
 - (v) *stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,*
 - (vi) *stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and*
 - (vii) *stating the place where the insured property was at the time of loss,*

- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
 - (d) if required by the insurer and if practicable,
 - (i) *produce books of account and inventory lists,*
 - (ii) *furnish invoices and other vouchers verified by statutory declaration, and*
 - (iii) *furnish a copy of the written portion of any other relevant contract.*
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
- (a) by the agent of the insured, if
 - (i) *the insured is absent or unable to give the notice or make the proof, and*
 - (ii) *the absence or inability is satisfactorily accounted for, or*
 - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

Salvage

9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

10. After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and

- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - (i) *without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and*
 - (ii) *without the insurer's consent, there can be no abandonment to it of the insured property.*

In case of disagreement

- 11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the insurer.

When loss payable

- 12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

- 13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

- 14. (1) 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.

CONTACTS

Please stay in touch! Below is some important contact information if you have more questions about your coverage, or need to change your personal information.

Call us toll-free at: 1-800-364-8422

Email us at: info@petsplusus.com

Visit us at: petsplusus.com

See your *Blue Ribbon Benefits Guide* included with your Welcome Package to learn more about the additional products and services that come with being part of the Pets Plus Us Community!