

Pets Plus Us Basic Accident, Pets Plus Us Value, Pets Plus Us Choice & Pets Plus Us Ultra

POLICY WORDINGS

Written in Plain English!



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I. DEFINITIONS

Here is a list of definitions for some terms used in the Policy. Throughout this document, defined terms are capitalized where they appear.

Accident: A known event involving an external force, or otherwise unexpected or unforeseen incident, causing injury independent of all other Conditions.

Annual Policy Period: Period of one year, or part of a year, starting with the date this Policy was first issued, or starting with the effective date of a change in Coverage Plan.

Associated Condition: Any medical problem that is directly related to and/or caused by a primary medical Condition. This definition includes any medical Condition resulting from any Treatment, alternative therapy, medication, therapeutic diet, or diagnostic test for the primary or resultant secondary Associated Condition.

Bilateral Condition: Any Condition affecting body parts of which Your Pet has two, one on each side of the body (examples: cruciate ligaments, ears, or eyes).

Clinical Signs: Changes in a Pet's normal healthy state, bodily function, or behaviour.

Co-insurance: The percentage of Your claim that You must pay before any applicable Deductible applies.

Condition: All manifestations of Clinical Signs resulting from the same diagnostic classification or disease process, regardless of the number of incidents or areas of the body affected (example: all cancer is considered one Condition).

Coverage: The insurance protection described in this Policy.

Deductible: A fixed amount of Your eligible expenses which is deducted from Your claim after Co-insurance has been applied. This fixed amount is held back from reimbursement and must be satisfied by one or more claims with eligible expenses prior to Us paying claims in any given Annual Policy Period.

Exclusion: An Illness, injury or other Condition that will not be covered under an individual Pet's Policy.

Insurer: The Northbridge General Insurance Corporation.

Maximum Payable: The most We will pay, as set out and explained in the Summary of Insurance and the Schedule of Maximum Amounts.

Plan or Coverage Plan: The Coverage as specified and defined in the Policy.

Policy: Our legal agreement with You, comprised of Your application, the Summary of Insurance, Schedule of Maximum Amounts, this Policy Wordings document, plus any vouchers, riders, endorsements or other written notification from Us of changes to Your Coverage. Please keep all Policy documents together in a safe place.

Pre-existing or Foreseeable Condition: A Condition which first occurred or showed Clinical Signs before Your Pet's Coverage started or within the Policy waiting period, with or without a confirmed diagnosis. Pre-existing or Foreseeable Conditions can refer to Conditions previously treated by a Veterinarian or associated with Treatments provided through a shelter, breeder, or other resources, including the Pet owner.

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Schedule of Maximum Amounts: The defined Coverages and limits applicable under the Policy which are printed on the reverse side of the Summary of Insurance document.

Summary of Insurance: The Policy page which identifies the Policy number, Your name and information, Your Pet's name and information, the Coverage Plan, and the Policy effective date.

Treatment: Veterinary care, hospitalization, dentistry, surgery, diagnostics, medication, nursing, specialist referral, medical devices, alternative therapies and behavioural therapies performed or personally authorized by Your Veterinarian.

Veterinarian: An individual who is licensed to practice veterinary medicine in the province or territory in which he or she practices.

Veterinary Services: An individual who is licensed to practice veterinary medicine in the province or territory in which he or she practices.

We, Us, Our: The Northbridge General Insurance Corporation, the underwriter of Pets Plus Us Pet Insurance distributed by PTZ Insurance Services Ltd.

You, Your: The insured person(s) named in the Summary of Insurance.

Your Pet: The dog or cat named in the Summary of Insurance.

II. INSURING AGREEMENT

When You pay Your premium, We will provide insurance Coverage for Your Pet dog or cat. Your Coverage Plan is shown on Your Summary of Insurance and Schedule of Maximum Amounts. There may be significant delays in processing or payment of Your claim if Your premiums are not current. You must satisfy any applicable Co-insurance and Deductible for all Coverage, unless stated otherwise below.

III. WHAT WE COVER

i) Veterinary Services:

Coverage under this section is applicable to Plans as specified. See Your Summary of Insurance and Schedule of Maximum Amounts for more information. For Conditions eligible for Coverage under Your chosen Plan, insured Veterinary Services include veterinary care professional fees, hospitalization, dentistry, surgery, diagnostics, medication, nursing, prescription food, specialist referral, medical devices, alternative therapies and behavioural therapies.

PETS PLUS US BASIC ACCIDENT:

We will reimburse You for the costs of insured Veterinary Services Your Pet has received as a result of an Accident. For the Maximum Payable limit, see the Schedule of Maximum Amounts. The Coverage limit for Accidents is calculated per incident. The limit may be carried over into subsequent Annual Policy Periods but does not renew.

PETS PLUS US VALUE, PETS PLUS US CHOICE, AND PETS PLUS US ULTRA:

Under the VALUE, CHOICE, and ULTRA Plans, We will reimburse You for the costs of insured Veterinary Services Your Pet has received for any Illness or Accident eligible for

Coverage. For the Maximum Payable limit, see the Schedule of Maximum Amounts. The Coverage limit for Accidents is calculated per incident. The Coverage limit for Illness renews each new Annual Policy Period.

ii) Prescription Food - All Plans:

We will cover prescription food prescribed by Your Veterinarian to treat an Illness or Accident eligible for Coverage to a Maximum Payable amount of \$75 per year for all Conditions combined. This limit is in addition to Your limit of Coverage for Veterinary Services as specified in the Schedule of Maximum Amounts. There is no Deductible applied to this coverage, however Co-insurance is applied.

iii) Alternative Therapies - All Plans:

We will pay for alternative therapies Your Pet has received for Treatment of an insured Accident or Illness. This Coverage includes acupuncture, chiropractic services, homeopathy, hydrotherapy, massage therapy and physiotherapy. Additional alternative therapies may also be eligible for Coverage. Please contact Us for further details. Alternative therapies must be performed or personally authorized by Your Veterinarian. For the Maximum Payable limit, see the Schedule of Maximum Amounts. The Coverage limit renews each new Annual Policy Period.

iv) Behavioural Therapies - Value, Choice, and Ultra Plans:

We will pay for veterinary consultations to diagnose and subsequently treat abnormal behavioural problems in Your Pet. If referred by Your Veterinarian, We will pay the cost of Treatment by a certified animal behavioural therapist. For the Maximum Payable limit, see the Schedule of Maximum Amounts. The Coverage limit renews each new Annual Policy Period.

We do not pay for:

- 1. Obedience or training classes, including puppy classes.
- 2. Training, correctional devices or preventive products.
- 3. Treatment of coprophagia or other eating disorders.

v) Medical Devices - All Plans:

Coverage for medical devices is subject to Our prior approval. For the Maximum Payable limit, see the Schedule of Maximum Amounts. The Coverage limit renews each new Annual Policy Period.

ADDITIONAL BENEFITS

i) Boarding Kennel & Cattery Fees - All Plans:

We will pay the cost of boarding Your Pet at a licensed kennel or cattery, or with someone not living with You who looks after Your Pet. We will pay up to a Maximum of \$25 per day. This Coverage is only available if You are hospitalized for at least two days, and only for the time period You are hospitalized. Excluded is any recovery time at home. Supporting medical documentation from Your personal physician regarding Your medical history must be supplied with Your claim submission in order to satisfy Coverage eligibility requirements. Coverage is limited to the Maximum Payable amount as shown in the Schedule of Maximum Amounts. This Coverage has no Co-insurance or Deductible.

ii) Holiday Cancellation - All Plans:

If You have to cancel or cut short a holiday because Your Pet has suffered an Accident or Illness, We will pay any travel and accommodation expenses You cannot recover. Your Pet must require life-saving Treatment while You are away or up to 7 days before You leave. Supporting documentation must be supplied with Your claim submission in or to satisfy Coverage eligibility requirements. Coverage is limited to the Maximum Payable amount as shown in the Schedule of Maximum Amounts. This Coverage has no Co-insurance or Deductible.

iii) Lost Pet Advertising - All Plans:

If Your Pet is stolen or goes missing, We will pay for the cost of advertising and reward money. You must report Your Pet missing with at least one appropriate agency in Your area (for example: local shelter, humane society or municipal animal services agency). Coverage is limited to the Maximum Payable amount as shown in the Schedule of Maximum Amounts. This Coverage has no Co-insurance or Deductible.

iv) Cremation or Burial Expense - All Plans:

Should Your Pet die from an Accident or Illness eligible for Coverage, we will pay the actual cost of cremation or burial. Where the pet has been cremated, We will cover the cost of one keepsake urn. Coverage is limited to the Maximum Payable amount as shown in the Schedule of Maximum Amounts. This Coverage has no Co-insurance or Deductible.

Limit Where More Than One Policy Applies

You or other persons may have a right to claim from more than one Pet health insurance policy. If You have other Pet health insurance in force that would cover Your Pet for the Treatments described above, We will pay claims in proportion to Our share of Your total Coverage. In the case where You have other applicable property-related insurance, this Policy shall be considered the primary Policy.

IV. WHAT WE DO NOT COVER

Under the BASIC ACCIDENT Plan, We do not pay for:

- 1. Accidents arising from Your Pet's known behavioural problem.
- 2. Treatment for arthritis and/or degenerative joint problems.
- 3. Illnesses developed by drinking contaminated/stagnant water.
- Any consequential damage as a result of any Accident (for example: future Treatment(s) for liver damage as a result of poisoning).

ADDITIONAL BENEFITS - SPECIFIC LIMITATIONS & CONDITIONS

Under Boarding Kennel & Cattery Fees, We do not pay for any cost resulting from:

- Any hospitalization for which all supporting documentation regarding Your personal medical history has not been supplied with Your claim submission.
- You being hospitalized for an accident or illness which first occurred or showed symptoms before Your Pet was insured or within the waiting period.
- 3. You being pregnant or giving birth.
- 4. You being hospitalized for treatment of alcohol or drug abuse or addiction, attempted suicide, self-inflicted injuries or cosmetic surgery.

Under Holiday Cancellation, We do not pay:

- 1. If You booked Your holiday less than 28 days in advance.
- 2. If the Condition is not covered within the terms of Your Pet's Policy.
- 3. For trip cancellation or similar insurance.

Under Lost Pet Advertising, We do not pay for any amount:

- 1. Not supported by a signed receipt from the person who found Your Pet.
- 2. Paid to a member of Your family, or a person living with You or employed by You.

Under Cremation or Burial Expense, We do not pay:

- If the death results from a Condition not covered within the terms of Your Pet's Policy.
- Any additional memorial options not directly related to basic cremation and burial fees.

GENERAL EXCLUSIONS (applicable to ALL Coverage Plans):

We do not pay for:

- Any Treatment You choose to have carried out that is not directly related to an Accident or Illness. This exclusion includes general health improvers or preventive Treatments such as nail trims and routine anal gland expression.
- 2. Any expenses related to the control or prevention of ectoparasites (fleas or ticks).
- 3. Any food used for weight control, growth, maintenance, or dental health.
- Any dental expenses except those directly related, and not secondary, to an Accident.
- Any expenses related to the removal of deciduous teeth (baby teeth) regardless of the reason for removal.
- 6. Treatment for umbilical hernias.
- Expenses incurred by You for treating an Accident or Illness intentionally caused by You. We do not pay for Pet Treatments related to Your attempt or Your commission of an illegal act.
- 8. House calls that You choose to have Your Veterinarian make in lieu of an in-practice call; in this case We will pay only the cost of the regular examination fee.
- 9. Euthanizing Your Pet unless recommended by Your Veterinarian as the direct result of an Accident or Illness eligible for Coverage.
- 10. Expenses resulting from an Accident, Illness or Condition specified as excluded in Your Summary of Insurance or generally not covered under Your Pet's Policy.
- 11. Any Accident or Illness resulting directly from Your Pet's usage for professional, occupational or business purposes unless We pre-approve Coverage.
- 12. Any expenses for Illness Coverage for cats diagnosed with or showing Clinical Signs of FIP, FIV or FELV prior to policy inception or during the waiting period.
- 13. Expenses resulting from pregnancy, whelping or queening for:
 - Routine procedures such as aftercare of litter.
 - Pets with hereditary defects or where a Veterinarian has advised against breeding.
- 14. Medications that have neither a Drug Identification Number (D.I.N.) nor a Natural Health Product Number (N.H.P.).
- 15. Illness or Accident caused by war activities. War activities include terrorist activities, bombardment, invasion, civil war, insurrection, rebellion, revolution, coup or actions of armed forces while engaged in a war whether declared or not.
- 16. Any claims caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.

V. POLICY SPECIFIC EXCLUSION

Pre-existing or Foreseeable Conditions are excluded from Coverage.

These exclusions include any Condition that starts or shows symptoms, with or without a confirmed diagnosis, within any applicable waiting period. Pre-existing or Foreseeable Conditions can refer to Conditions previously treated by a Veterinarian or associated with Treatments provided through a shelter, breeder, or other persons, including the Pet owner. When referring to Exclusions or Policy limits, Bilateral

Conditions are considered as one Condition (for example: cruciate ligaments, ear or eye problems). If Your Policy contains an Exclusion, You may request that We review the Exclusion with the possibility of removal from the Policy. To request an Exclusion review, please contact Our office via phone, e-mail, mail or fax.

Note the following:

 At the time of the review, Your Pet must be free from Clinical Signs and does not require Treatment (including therapeutic diets or supplements) for the initial Condition.

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- Depending on the nature of the initial Condition, Your Pet must be free of Clinical Signs and has not required Treatment for a minimum of 6 months to a year before an Exclusion review may be requested.
- To complete the review, You may be asked to provide all applicable medical
 history and the results of any follow-up diagnostic testing to confirm the
 excluded Condition has resolved and been assessed as such by Your
 Veterinarian(s). You are responsible for any expenses incurred to complete the
 Exclusion review.
- Within 5 to 10 business days of receiving all necessary documentation as requested from You and Your Veterinarian(s), written confirmation of Our decision will be sent to You.

VI. GENERAL CONDITIONS (applicable to ALL Coverage Plans):

- You acknowledge that you are at least 18 years old or an emancipated minor and are legally able to enter into this insurance contract.
- You understand and agree that Your personal information will be used in the
 administration and management of this Policy. You agree that We have Your
 permission to release Policy information to Your Veterinarian(s) or other pet health
 insurance providers as required. Please refer to our complete privacy statement at
 www.petsplusus.com/privacy
- 3. You agree that We have Your permission to request any information concerning Your Pet from any Veterinarian, breeder, shelter, or previous Pet owner that has knowledge of Your Pet's medical history. You will be responsible for any expenses incurred for supplying the required documentation.
- 4. This Coverage is valid only in Canada, or while travelling on vacation in the continental United States of America. All claims that are received in U.S. funds will be adjusted in Canadian funds with no exchange (for example: \$500.00 US = \$500.00 CDN). This is due to the fact that Policy premiums are calculated based on Canadian veterinary fees and are paid with Canadian dollars.
- 5. Your Pet must be examined at least once a year by Your Veterinarian and be up-to-date with vaccinations and other preventive Treatments as recommended. You are obligated to follow any Treatment Your Veterinarian advises for Your Pet to prevent Accidents or Illness.
- 6. Insured Pets must be cared for in accordance with Federal, Provincial and Municipal laws relating to Pets (for example: leash laws).
- 7. If You have any legal rights against another person in relation to Your claim, We may take legal action against them in Your name at Our cost, except where they are members of Your household. You must provide all applicable documents that We request.
- 8. Your Policy is subject to all applicable Canadian insurance laws.

VII. POLICY ADMINISTRATION

Co-Insurance & Deductible:

You are required to participate in the cost of Your claims by paying any applicable Co-insurance and Deductible. Co-insurance is applied first, and then a Deductible is applied to the remainder of the claim. The Deductible is held back from reimbursement and must be satisfied by one or more claims with eligible expenses prior to Us paying claims in any given Annual Policy Period.

Age-Based Deductible Adjustments:

A Deductible adjustment will apply to Your Policy as Your Pet ages to reflect the substantial increases in health care costs associated with aging Pets. Your premiums will not increase due to Your Pet's age. Your Deductible will be automatically increased on the Policy anniversary following Your Pet's birthday, as shown in the Deductible Table below.

Annual Deductible Table:

Pets Plus Us Value, Pets Plus Us Choice, and Pets Plus Us Ultra:

	AGE	APPLICABLE TO CLAIMS FOR ACCIDENT & ILLNESSES
Dogs	0 - 5 years 5 - 7 years 7 - 10 years 10+ years	\$100 Annual \$200 Annual \$400 Annual \$500 Annual
Cats	0 - 7 years 7 - 10 years 10+ years	\$100 Annual \$150 Annual \$250 Annual

Pets Plus Us Basic Accident:

	APPLICABLE TO CLAIMS FOR ACCIDENTS			
All Pets	\$100 Per-Incident			

Application for Older Pets:

If You apply for new Coverage for a Pet dog that has reached its 8th birthday or a Pet cat that has reached Its 10th birthday, You must provide the following:

- Results of a physical examination performed by a Veterinarian within the 2 months prior to Your application.
- A Complete veterinary medical history from any Veterinarian who has seen Your Pet

You are responsible for any costs incurred to provide this information.

Claims Risk Management:

We share with You in managing the financial risk of providing for Your Pet's health. As with other forms of insurance, Your Policy administration may be affected by the application of individual adjustments according to the level of risk demonstrated by ongoing claims. We conduct a semi-annual analysis of all policies as part of Our claims risk management process. Results are used to identify if Your Pet is in the top group of insured Pets in terms of claims frequency and costs over the previous 24 month period. This monitoring mechanism allows Us to protect the majority of policyholders with normal claims experience from having to offset the expense of policyholders with high claims activity. If Your Policy is subject to claims risk management, there will be an adjustment to Your Co-insurance (the percentage of the claim for which You are responsible) on future claims. Where applicable, Co-insurance adjustments may be changed by 10% increments to a maximum of 50%. This process does not affect Your Coverage limits nor Your premiums and is only applicable if You have future claims. Adjustments are reassessed semi-annually, and You may qualify to return to Your regular level of Co-insurance.

Insurance Contract:

The entire contract includes Your application for insurance, this Policy, any document attached to this Policy when issued, and any amendment to the contract agreed upon in writing after the Policy is issued. No person has authority to change the contract or waive any of its provisions other than by, in the case of the Insurer, a change or waiver clearly expressed in writing by the Insurer.

Policy Cancellation:

You must make Your request for Policy cancellation in writing by mail, fax or e-mail. Your request for Policy cancellation must include Your name(s) and all other Policy information to identify the Policy. Cancellation will take place upon receipt of the notice. You shall be entitled to a refund of excess of the premium actually paid over the short-term rate (equivalent to no more than one month's premium) for the expired time. We reserve the right to cancel this Policy for reasons including, but not limited to, the event of non-payment of premiums or if You have made a false or exaggerated claim. You shall be entitled to a refund in excess of the premium actually paid over the pro-rated premium for the expired time. Cancellation will take place 15 days after You have received written notice by Us.

Policy Changes:

You can apply for a change in Your Coverage Plan at any time. The change will take effect at the end of Your current monthly invoice period or on Your Policy's annual anniversary date.

- This becomes the start of Your next Annual Policy Period with new applicable annual Deductible and Coverage amounts.
- Any Exclusions will carry over to Your new Coverage Plan.
- When increasing Coverage, we may apply Coverage Exclusions or restrictions on Conditions that started and were eligible for Coverage under the previous Plan. Restrictions are limited to the Maximum Payable Amount of the lower Coverage Plan for that Condition.
- All changes in Plan are subject to Our prior approval.

Continuous Coverage:

This Policy is continuous until cancelled as long as premiums are paid to the end of the current invoice period.

Waiting Periods:

Some Coverage is subject to a waiting period. The waiting period starts at midnight on the date of Policy inception and has the following durations:

- 48 hours for Accidents or Treatments claimed as a result of an Accident.
- 14 days for Illnesses or Treatments claimed as a result of an Illness, including claims for behavioural therapy. Conditions that occur during the waiting period may be excluded from Your Policy as Pre-existing or Foreseeable.

VIII. CLAIMS

You are financially responsible to pay Your veterinary practice for all Veterinary Services and Treatments. We will reimburse You for eligible costs You have paid to Your Veterinarian as outlined in this document. A claim form for Veterinary Services will be provided to You. There are special claim forms required for boarding kennel & cattery fees, cremation or burial expenses, holiday cancellation and lost pet advertising.

Special claim forms or additional Veterinary Services forms are available online at (www.petsplusus.com).

To make a claim, You and Your Veterinarian simply fill in the claim form. Forward the form to Us together with the itemized receipts for the expenses involved.

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Pets Plus Us, Unit 2, 1115 North Service Road West Oakville, Ontario, Canada L6M 2V9

FAX: 1-855-456-PETS (7387)

 ${\tt EMAIL: submissions@petsplusus.com}.$ When emailing attachments, please send PDF or JPG formats.

Before You submit a claim, please note the following:

- In order for Us to process Your claim as quickly as possible, the following information must be included with Your claim:
 - Your name, address and signature.
 - Your Veterinarian's signature.
 - The name or description of the Illness or Accident for which You are claiming (this information must be filled out by Your Veterinarian).
 - All applicable receipts including an itemized break down of the fees incurred.
 - Please keep a copy of each claim submission for Your records. Failure to
 provide complete information may delay the processing of Your claim. We may
 return the unprocessed claim to You so that You may add the missing
 information.
- We cannot guarantee Coverage of a claim over the phone. To ask about Treatment not yet performed, please contact Us for a pre-authorization request. If the Treatment has been performed, please send Us a completed claim form with applicable documentation. We will then contact You with the results.
- 3. We will only pay claims:
 - For up to a 6 month supply of medication as prescribed by Your Veterinarian with Our prior approval. If Your policy has been cancelled, We will only pay for medication that would have been used during the in-force Policy Period.
 - Received by Us no later than 6 months from the date of Treatment.
 - Received by Us no later than 60 days after the date of cancellation of Your Policy.
 - For costs incurred while the Policy is in force.
- We will not reimburse Your Veterinarian for completing any form, nor will We reimburse You for any fees Your Veterinarian may charge to complete a form.
- 5. Claim processing and payment may be significantly delayed in the event Your premium payments are not current at the time You submit a claim.
- If You make a false or exaggerated claim, this Policy will end and We will not make any further payments. Cancellation will take place 15 days after You have received written notice by Us.
- 7. Any action or proceeding against Us for the recovery of a claim under this Policy must commence no later than two years (three years in Quebec) after the date the insurance money became payable or would have become payable for a valid claim. Occasionally, extenuating circumstances such as emergency situations or high-expense veterinary care may necessitate special claim payment arrangements. If You require special arrangements please call to notify Us, so We may advise You of other claim payment options that may be available.

IX. SCHEDULE OF MAXIMUM AMOUNTS

This chart contains complete and detailed information about your coverage.

	PETS PLUS US BASIC ACCIDENT PLAN	PETS PLUS US VALUE PLAN	PETS PLUS US CHOICE PLAN	PETS PLUS US ULTRA PLAN
Accident	\$1,500 limit per incident on Veterinary Services	\$1,500 limit per incident on Veterinary Services This limit renews each annual policy period	\$2,500 limit per incident on Veterinary Services This limit renews each annual policy period	\$5,000 limit per incident on Veterinary Services This limit renews each annual policy period
Illnesses	N/A	\$1,500 limit per incident on Veterinary Services This limit renews each annual policy period	\$2,500 limit per incident on Veterinary Services This limit renews each annual policy period	\$5,000 limit per incident on Veterinary Services This limit renews each annual policy period
Special Coverage	Alternative Therapies & Medical Devices \$350 per year, per category	Alternative Therapies, Behavioural Therapies & Medical Devices \$350 per year, per category	Alternative Therapies, Behavioural Therapies & Medical Devices \$350 per year, per category	Alternative Therapies, Behavioural Therapies & Medical Devices \$350 per year, per category
Advertising & Rewards There is no Co-insurance or Deductible applied to this Coverage	\$300	\$300	\$300	\$300
Boarding Fees There is no Co-insurance or Deductible applied to this Coverage	Up to \$25 per day to a limit of \$500	Up to \$25 per day to a limit of \$500	Up to \$25 per day to a limit of \$500	Up to \$25 per day to a limit of \$500
Holiday Cancellation There is no Co-insurance or Deductible applied to this Coverage	\$1,000	\$1,000	\$1,000	\$1,000
Cremation or Burial There is no Co-insurance or Deductible applied to this Coverage	\$100	\$100	\$100	\$100

X. STATUTORY CONDITIONS

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 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

- (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.) 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.
 - (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 change that is
 - (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 eve 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

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- 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

- (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.
 - 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,
 - (iv) 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
 - (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

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 lose 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.

QUESTIONS?

If you have and questions regarding your coverage, call us toll free at 1-800-700-3391 or visit petsplusus.com/renewals.

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Underwritten by Northbridge General Insurance Corporation

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