pet health insurance policy
terms and conditions

Administered by Fetch Insurance Services, LLC.
For questions concerning your policy, call 1-866-467-3875.
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Some words or phrases in the policy have been defined below. Defined words or phrases are printed in bold type and have the following meanings, unless a different meaning is described in a particular coverage or endorsement.

**You, Your** The named insured as shown on the declarations page.

**We, Us, Our** The company providing this insurance, or the company’s designated representative.

**Pet, Your Pet** Any dog or cat named and described on the declarations page and for which a premium has been paid.

**Behavioural Disorder(s)** Any change in your pet’s temperament, activity or inactivity that is abnormal, dysfunctional or unusual for which there is no underlying medical condition(s). Behavioural disorders include, but are not limited to, aggression, separation anxiety or phobias.

**Clinical Sign(s)** Changes in your pet’s normal healthy state, its bodily functions or behavior (as observed by any individual, recorded in your pet’s medical record, or identified in previously performed examinations or treatment(s) for your pet).

**Co-pay(s)** The percentage of your claim for which you are liable before any applicable deductible is applied.

**Congenital Defects or Abnormalities** Any condition(s), abnormality(ies) or disorder(s) present at and existing from the birth of your pet.

**Declarations Page** A written document comprising part of this policy which identifies the named insured, the policy number, the insured pet, the coverage options selected, any applicable co-pay(s) and/or deductible(s) and the maximum annual benefits provided.

**Deductible(s)** The fixed amount per illness or injury per policy period that will be deducted from any reimbursement made to you, after any co-pay amount has been deducted, for which you are liable prior to receiving any claims settlement.

**Exclusion(s)** Any situation, event or medical condition not covered by this policy.

**First Exam** If your pet has not been examined by a veterinarian within the twelve (12) months prior to the effective date of the policy (thirty (30) days if your pet is age six (6) years or older), the first exam will be the first exam performed by a veterinarian after the effective date of the policy, but during the policy period.

**Illness(es)** Any change to the normal healthy state of your pet, a sickness, disease or medical condition (except behavioural disorders) not caused by an accident.

**Injury(ies)** Physical harm to your pet arising from normal activity or an accident.

**Maximum Annual Benefit** The most we reimburse during the policy period for each type of benefit covered by this policy as shown on the declarations page.

**Medical Condition(s)** All clinical sign(s) and symptoms resulting from the same diagnostic classification or disease process, regardless of the number of incidents or areas of the body affected.

**Medically Necessary** Any treatment which is directly and materially related to a covered illness or injury, as recommended and documented in your pet’s medical records by the treating veterinarian.

**Policy** These terms and conditions and any amendatory endorsements thereto, the declarations page, and the application you completed for coverage.

**Policy Period(s)** The period from the effective date to the expiration date of the policy as set forth on the declarations page.

**Pre-existing Condition(s)** A medical condition which first occurred or showed clinical sign(s) before the effective date of this policy, or which occurred or showed clinical sign(s) during the policy waiting period.
Preventive Care Any treatment, service or procedure, including but not limited to physical examinations, medications, surgeries, inoculations or laboratory procedures, for the purpose of prevention of illness or injury or for the promotion of general health, where there has been no injury or illness.

Reasonable Cost(s) The fees regularly charged for a given treatment or procedure by the treating veterinary facility, or the fees regularly charged by a licensed kennel or cattery.

Select Breed Certain breeds of dog for which special policy conditions apply. If a dog is a select breed, it is noted on the declarations page under “Breed Classification.”

Terms and Conditions All provisions of this policy.

Treatment(s) Any veterinary care and prescribed medications administered by a veterinarian, or under a veterinarian’s direct supervision, in treating your pet’s injury or illness.

Veterinarian Any properly licensed veterinarian within Canada or the U.S. from whom your pet has received treatment.

Waiting Period There is a fifteen (15) day period beginning on the effective date of this policy during which we will not cover any illness of your pet. The waiting period for illness of your pet will not apply to any renewal of your policy if continuous coverage is maintained. There is a five (5) day period beginning on the effective date of this policy during which we will not cover any injury to your pet. The waiting period for injury to your pet will not apply to any renewal of your policy if continuous coverage is maintained. Conditions for which clinical sign(s) were observed during the waiting period are excluded from this policy as pre-existing conditions. (See also Section V.e.)
II. Insuring Agreement

Upon your payment of the premium when due, and in reliance on the statements you made in the application (a completed copy of which is attached hereto and made a part hereof), we will provide coverage as specifically described in and subject to the terms and conditions of this policy for your covered pet.

Except if stated to the contrary, all benefits are subject to all the terms, conditions and limitations as stated herein and as shown on the declarations page.

III. Insured Coverages and Benefits

We will provide the coverages to you as set forth in the numbered paragraphs below subject to the following:

1. Waiting period.
2. Co-pay(s).
3. Deductible(s).
4. Exclusions.
5. Limits of insurance.
6. Other terms, conditions and limitations in this policy.

1. VETERINARY FEES

We will reimburse you for;

a. the reasonable cost(s) of any medically necessary treatment your pet has received during the policy period for a covered illness or injury, up to the maximum annual benefit for this coverage part as shown on your declarations page; and

b. consultations by a veterinarian to diagnose and treat behavioural disorders during the policy period. This coverage is limited to the maximum annual benefit shown on your declarations page.

Illnesses, injuries, behavioural disorders and veterinary treatments must take place within the policy period.

2. ADVERTISING AND REWARD

We will reimburse you for the cost of advertising and paying a reward if your pet is stolen or strays during the policy period. This coverage is limited to the maximum annual benefit shown on your declarations page.

As soon as you discover your pet is missing, you must:

a. Notify the police and ask for a reference or case number and written confirmation of your report.

b. Notify the five (5) veterinary clinics and animal shelters closest to the area where your pet was last seen.

c. Complete and send us a completed claim form along with all receipts for costs you incurred for advertising and paying a reward.

Conditions Applying to Advertising and Reward

We will not reimburse you for:

a. Any reward not supported by a signed receipt giving the full name and address of the person who found your pet.

b. Any reward paid to any person living with you, related to you, employed by you or known by you.

c. Any reward resulting from your neglect or deliberate concealment of your pet.

3. BOARDING FEES

We will reimburse you for the reasonable cost(s) of boarding your pet at a licensed kennel or cattery while you are in a hospital as a result of your own sickness, disease, or bodily injury, during the policy period. This coverage is limited to the maximum annual benefit shown on your declarations page.
You must:

a. Have incurred or have been diagnosed and reported your own sickness, disease or bodily injury during the policy period.

b. Submit a claim form completed by your doctor and the kennel or cattery, as soon as possible after you are hospitalized as a result of your own sickness, disease or bodily injury.

c. Submit the original invoice from the kennel or cattery.

Conditions Applying to Boarding Fees

We will not reimburse you if:

a. You are admitted to a hospital for less than ninety-six (96) hours.

b. You are treated in a care setting other than a hospital.

c. You are admitted to a hospital because of a sickness, disease or bodily injury which first occurred or manifested itself before your pet was covered under this policy.

d. You are admitted to a hospital as a result of your pregnancy or giving birth.

e. You are receiving any treatment that is not related to a sickness, disease or bodily injury.

f. You are admitted to a hospital for the treatment of alcohol abuse, drug abuse, suicide attempt or self-inflicted illness or injury.

4. LOSS DUE TO THEFT OR STRAYING

We will reimburse you for the price you paid for your pet if your pet is stolen or goes missing during the policy period and is not found. This coverage is limited to the maximum annual benefit shown on your declarations page. If you have no formal proof of how much you paid for your pet in the form of an original receipt, we will reimburse you the lesser of the current local humane society or SPCA adoption fee for the species of pet named on the declarations page, or $150. As soon as you discover your pet is missing, you must:

a. Notify the police and ask for a reference or case number and written confirmation of your report.

b. Notify the five (5) veterinary clinics and animal shelters closest to the area where your pet was last seen.

If your pet is not found within thirty (30) days, you must complete and send us a completed claim form. This must include the original receipt for the price you paid for your pet.

If your pet is found or returns to you, you must repay the full amount we have paid you under this coverage part.

Conditions Applying to Loss Due to Theft or Straying

We will not reimburse you if:

a. You, or the person looking after your pet, freely parts with your pet even if tricked into doing so.

5. DEATH FROM INJURY OR ILLNESS

We will reimburse you for the price you paid for your pet if your pet dies or has to be put to sleep by a veterinarian during the policy period, as a result of an injury or illness. This coverage is limited to the maximum annual benefit shown on your declarations page. If you have no formal proof of how much you paid for your pet in the form of an original receipt, we will reimburse you the lesser of the current local humane society or SPCA adoption fee for the species of pet named on the declarations page, or $150.

Conditions Applying to Death from Injury or Illness

We will not reimburse you if:

a. Your pet’s death results from an injury or illness that is a pre-existing condition.

b. A veterinarian is not able to verify the death or sign the death claim form.

c. Your pet was put to sleep at your request and not as suggested by a veterinarian.

d. The death is the result from an illness for any pet age six (6) years or older.

e. Your pet was put to sleep because of a behavioural disorder, including aggression.
6. VACATION CANCELLATION

We will reimburse you for any travel and accommodation costs you cannot recover, if you have to cancel or cut short a vacation during the policy period because your pet is injured or shows the first clinical sign(s) of an illness while you are away or up to seven (7) days before you leave, and as a result requires immediate lifesaving veterinary treatment. This coverage is limited to the maximum annual benefit shown on your declarations page.

Conditions Applying to Vacation Cancellation

We will not reimburse you for:

a. Any costs relating to a vacation you booked less than twenty-eight (28) days before you were due to leave.

b. Any costs resulting from an injury or illness that is excluded from coverage.

c. Any cost of cancellation insurance.

IV. Co-pay and Deductibles

For each illness or injury that is treated during the policy period and that is not related to any other illness or injury during the same policy period, you will pay an amount of co-pay and a deductible as stated on your declarations page.

The co-pay percentage will be deducted from the total of all costs for a covered illness or injury. Once the co-pay has been applied, the deductible will be applied to the remaining amount. The deductible will be applied separately to each separate illness or injury. When the treatment dates of an illness or injury fall into two or more policy periods you will be required to pay a deductible for each policy period. As an example, if you have a covered claim of $1,000 to which a ten (10) percent co-pay and $100 deductible apply, first the ten (10) percent co-pay is applied and $100 is deducted from the covered amount. Then the $100 deductible is applied and taken off the covered amount. This means that out of the original $1,000, we will reimburse you a total amount of $800.

In addition to the application of the deductible and co-pay, there are limits on the total amount of insurance afforded per policy period as set forth on the declarations page as maximum annual benefits for each coverage part. (See also Section VI.)

V. General Exclusions

This policy does not cover:

a. Costs you incur for your pet for any matter not set forth in Section III.

b. Expenses beyond the Limits of Insurance as described in Section VI. b.

c. Any cost for treating an illness or injury incurred while the policy is not in force.

d. The portion of the cost of treating an illness or injury that is greater than the reasonable cost(s) for treating such illness or injury.

e. The cost of any treatment or diagnostic testing for pre-existing conditions as follows:

   i. Any injury that happened or any illness that first showed clinical sign(s) before the effective date of this policy; any illness that first showed clinical sign(s) during the first fifteen (15) days beginning on the effective date of this policy; any injury that occurred during the first five (5) days beginning on the effective date of this policy.

   ii. Any injury or illness that is the same as, or has the same diagnosis or clinical sign(s) as any injury, illness or clinical sign(s) your pet had prior to the effective date of this policy; any illness that is the same as, or has the same diagnosis or clinical sign(s) as any illness your pet had during the first fifteen (15) days beginning on the effective date of this policy; or any injury that is the same as, or has the same diagnosis or clinical sign(s) as any injury that occurred to your pet during the first five (5) days beginning on the effective date of this policy.

   iii. Any injury or illness that is caused by, relates to or results from any injury, illness or clinical sign(s) your pet had prior to the effective date of this policy; any illness that is caused by, relates to or results from any illness or clinical sign(s) your pet had during the first fifteen (15) days beginning on the effective date of this policy; or any injury that is caused by, relates to or results from any injury that occurred to your pet during the first five (5) days beginning on the effective date of this policy. This exclusion applies no matter where the injury, illness or clinical sign(s) are noticed or occur on your pet’s body.

Pre-existing conditions do not include coverable on-going medical conditions that were diagnosed after the effective date of the first policy period where continuous coverage with a pet insurance policy administered by Fetch Insurance Services, LLC, was maintained thereafter.
f. **Behavioural disorders** where clinical sign(s) were apparent prior to the effective date of the policy or that became apparent during the first fifteen (15) days beginning on the effective date of this policy.

g. **Congenital defects** or abnormalities where clinical sign(s) were apparent prior to the effective date of the policy or that became apparent during the first fifteen (15) days beginning on the effective date of this policy.

h. Any treatment associated with damage or rupture of cruciate ligaments, luxation of the patellas or other soft tissue disorders of the knee where clinical sign(s) occur during the first six (6) months that the policy is in effect. However, coverage will be afforded if your pet is examined by a veterinarian within the first thirty (30) days of the policy and the medical record specifically notes your pet does not have any pre-existing conditions relating to the knees.

i. If your pet has received treatment for a cruciate or soft tissue injury to one knee during the first six (6) months of the policy (where no certification of knee health has been provided as described in Section V.g.) then the other knee is automatically excluded from coverage for a period of twelve (12) months from the date of last treatment to the affected knee.

ii. If your pet has received treatment for a cruciate or soft tissue injury to one knee prior to policy inception then the other knee is automatically excluded from coverage for the longer period of:
   (a) twelve (12) months from the date of last treatment to the affected knee.
   (b) the first six (6) months that the policy is in effect, as per Section V.g.

iii. If your pet has shown clinical signs of a cruciate or soft tissue injury to one knee prior to the effective date of this policy or during the first six (6) months of the policy (where no certification of knee health has been provided as described in Section V.g.) and appropriate treatment has not been performed, then the other knee is automatically excluded from coverage. Once appropriate treatment has been performed, the other leg is excluded from coverage for a period of twelve (12) months from the date of last treatment to the affected leg.

iv. Intervertebral disc disease when another disc in the same or neighboring spinal region (e.g. cervical, lumbosacral) was previously treated or showing clinical sign(s) prior to the effective date of this policy or during the first fifteen (15) days beginning on the effective date of the policy.

j. The cost of any treatment for oral health, including but not limited to dental disease, malocclusions and deciduous teeth, where clinical sign(s) (including, but not limited to, tartar, gingivitis, pulp exposure or halitosis) were observed prior to the effective date of the policy or during the first fifteen (15) days beginning on the effective date of this policy.

k. Food, including food prescribed by a veterinarian, to treat or prevent illness or injury.

l. Any costs for a pet less than six (6) weeks old.

m. Any illness contracted outside Canada or the U.S. that the pet would not have normally contracted in Canada or the U.S.

n. Costs arising out of or related to:
   i. Breeding;
   ii. Pregnancy;
   iii. Whelping or nursing;
   iv. Treatment of offspring except costs of any complications arising from the first three items. However, for coverage to apply, the date of breeding must fall after the first fifteen (15) days of the effective date of this policy.

o. Bathing your pet unless the treating veterinarian indicates that bathing was medically necessary and that only a veterinarian or a member of veterinary staff could bathe your pet.

p. Telephone consultations, except if provided for an immediate life-saving emergency consultation, and any resulting prescribed treatments or therapies.

q. Routine and preventative care, including but not limited to:
   i. Vaccinations (and vaccine titers and nosodes).
ii. Preventive medications (including those for heartworm and flea and tick prevention).

iii. Routine examinations.

iv. Dental prophylaxis.

r. The cost of boarding your pet at a veterinary facility. Hospitalization is a covered expense provided that it is medically necessary.

s. The cost of any form of housing, including cages – rented or bought.

t. The cost of renting:

i. A swimming pool.

ii. A hydro-therapy pool, or

iii. Any other pool or hydro-therapy equipment.

u. Any of the following methods of treatment not given by a veterinarian:

i. Holistic.

ii. Homeopathic.

iii. Acupuncture.

iv. Chiropractic.

v. Physical therapy.

vi. LASER therapy.

v. Experimental treatments or any treatments that do not meet the accepted standards of veterinary medicine.

w. Cloned pets or cloning procedures, whether or not deemed experimental or for research.

x. Organ transplants not deemed medically necessary or not first approved by us.

y. Any amount as a result of:

i. Obedience or training classes, including puppy classes.

ii. Training, correctional devices, or preventive products.

iii. The treatment of coprophagia or other eating disorders.

iv. Training for behavioural disorders.

z. Grooming or grooming supplies.

aa. Treatments or preventive treatments for parasites or conditions related to parasites (internal or external) unless there is no preventive medication for the parasite including but not limited to:

i. Heartworms.

ii. Fleas.

iii. Ticks.

iv. Roundworms.

v. Tapeworms.

vi. Hookworms.

bb. Elective or specialty procedures, including but not limited to:

i. Docking of tails.

ii. Removal of dewclaws.

iii. Removal of eyelashes.

iv. Cropping of ears.

v. Spaying or neutering.

vi. Cosmetic dentistry.

vii. Elective gastropexy.

viii. Routine/preventive anal gland expression.

cc. Time and travel expenses to a veterinarian’s premises or hospital.

dd. Costs for illness or injury that arise out of:

i. Racing.
ii. Coursing.
iii. Commercial guarding.
iv. Organized fighting.
v. Any other occupational, professional or business uses of your pet.

ee. Costs arising from any intentional injury or abuse (including persistent neglect) of your pet, by you or a member of your household.

ff. Any costs that arise from an injury or illness for which you were advised by a veterinarian to take action and you failed to follow the veterinarian’s recommendations.

gg. House calls, unless treatment is required for an emergency.

hh. The costs of having your pet put to sleep (unless suggested by the treating veterinarian), examined or tested post-mortem, cremated or otherwise disposed of. The destruction of a pet deemed dangerous is not covered.

ii. Any amount as a result of:
   i. Invasion.
   ii. War.
   iii. Revolt.
   iv. Rebellion.
   v. Revolution, military or usurped power.
   vi. Governmental seizure.
   vii. Quarantine.
   viii. Other action related to public safety or health.

jj. The treatment, death or humane destruction directly or indirectly
   i. caused by,
   ii. happening through,
   iii. as a result of,
   iv. or contributed to or by
      Avian Influenza or any mutant variation.

kk. Any expenses if other General Conditions set forth in Section VII, or conditions applicable to you and set forth in Section VIII, have not been met.

ll. Any amount if you failed to satisfy, or comply with, the conditions set forth in the GENERAL CONDITIONS, CARE FOR YOUR PET (VII.6) section of this policy including, but not limited to the condition to have your pet examined by a veterinarian within the twelve (12) months prior to the effective date of the policy (thirty (30) days for pets age six (6) years or older) and the failure to have your pet examined by a veterinarian after the effective date of the policy. Where your pet has not been examined by a veterinarian within the twelve (12) months prior to the effective date of the policy (thirty (30) days for pets age six (6) years or older), any and all medical condition(s) or clinical sign(s) observed or recorded at the first exam, and all costs associated therewith, are automatically excluded from coverage.

VI. Limits of Insurance

a. A pet less than six (6) years of age must have undergone a complete examination by a veterinarian within the twelve (12) months prior to the effective date of the policy, or within thirty (30) days following the effective date of the policy. A pet age six (6) years or older must have undergone a complete examination by a veterinarian within the thirty (30) days prior to the effective date of the policy, or within thirty (30) days following the effective date of the policy. Your failure to have a complete examination of your pet may void the policy. If voided, the policy premium will be refunded.

b. Regardless of the number of claims made for covered illnesses or injuries that occur to your pet during the policy period, the total limit of insurance for each policy period for all covered costs shall not exceed the amount shown on the declarations page under maximum annual benefit for each coverage part.

c. All benefits under this policy shall cease when your policy terminates.
VII. General Conditions

1. ELIGIBILITY
   This policy is issued in consideration of:
   a. The policy application completed by or on behalf of you, a copy of which is attached hereto and made a part hereof.
   b. The completed declarations page containing your policy choices and other information, a copy of which is attached hereto and made a part hereof.
   c. Your payment of premium in the amounts and at the times as stated on the declarations page.

2. YOUR DUTIES AFTER LOSS
   If your pet suffers an illness or injury that may be covered by this policy, you must:
   a. Visit a veterinary clinic within forty-eight (48) hours after first noticing clinical sign(s) relating to an illness or injury.
   b. Complete and send to us a completed claim form describing the illness or injury as soon as practicable but no later than ninety (90) days after the end of the policy period. This form must list the following information:
      i. Your name.
      ii. The description of your pet.
      iii. Your policy number.
      iv. Description of claimed illness or injury.
   You may also submit claims electronically through our online claims submission process.
   c. Provide us with copies of invoices from the treating veterinary facility showing:
      i. The treatments administered.
      ii. The fees charged.
      iii. Proof of payment (i.e. receipt and/or invoice showing zero balance due).
   d. Provide us with copies of invoices and proof of payment for prescribed medications.
   e. Otherwise cooperate with us in the investigation of any claim which includes providing a complete medical history for your pet. Failure to comply with these conditions may result in a claim not being covered.

3. PAYMENT OF LOSS
   Once you have provided the written notice and other specified information to us, we will determine whether the illness or injury is covered by this policy. We will compute any applicable co-pay and deductible(s). We will then make our reimbursement to you within thirty (30) days from our receipt of all required information. A statement showing the basis for our reimbursement will be available through your online account or upon request. This will include the effect of the co-pay and deductible calculations, deducted non-coverable items and any maximum annual benefits, if applicable.
   Reimbursement of one claim does not guarantee we will reimburse additional claims. If we reimburse you for a claim contrary to this policy’s terms and conditions, that reimbursement does not waive our rights to apply the policy’s terms and conditions to any reimbursement or future claim.
   We cannot pre-authorize or guarantee coverage of a claim by telephone. For preauthorization of a treatment, you must complete a Preauthorization Form, available by request or through your online account.

4. AGE OF YOUR PET
   a. If you do not know the exact date of birth of your pet, we will use the average of the estimates of your pet’s age as referenced in your pet’s medical records from the veterinary clinics and shelters.
   b. If you are renewing a policy for a dog age eight (8) years or older (five (5) years or older for select breeds) or a cat age ten (10) years or older, you must follow your veterinarian’s advice with regards to senior wellness testing.

5. CONDITION OF YOUR PET
   In order to assess a claim we require full medical records from any veterinarian who has treated your pet.
6. CARE FOR YOUR PET
   a. In consideration of the premium charged, it is hereby understood and agreed that, as a condition of this insurance, you must take care of your pet and arrange and pay for your pet to have the following:
      i. An annual health check.
      ii. An annual dental exam.
      iii. Any treatment normally suggested by a veterinarian to prevent illness or injury.
   b. If your pet has not been examined by a veterinarian within the twelve (12) months prior to the effective date of the policy (thirty (30) days for pets age six (6) years or older), you must arrange to have your pet examined at your own expense within thirty (30) days of the effective date of this policy. Any medical condition(s) or clinical sign(s) observed or recorded during the first exam, and all costs associated therewith, are automatically excluded from coverage. Additionally, any conditions that are related to, caused by, or resulting from medical condition(s) or clinical sign(s) observed or recorded at the first exam performed after the effective date of the policy are also excluded from coverage. This section applies to both new policies and continuous policy years where your pet has not received the care described in Section VII.6.a. For the avoidance of doubt; if your pet does not receive its annual health check during a period of continuous coverage, the next examination will be used as the basis for determining any conditions which will be excluded from coverage.
   c. To be afforded coverage for the diseases listed below, you must keep your pet vaccinated at your expense, as recommended by your veterinarian. We will not reimburse you for any claims that result from or are related to any illness that is listed below that a veterinarian-recommended vaccine would have prevented.
      Dogs:
      i. Canine distemper.
      ii. Canine adenovirus 2 (canine viral hepatitis).
      iii. Canine parainfluenza.
      iv. Canine parvovirus.
      v. Leptospirosis.
      vi. Rabies.
      Cats:
      i. Feline viral rhinotracheitis.
      ii. Feline calicivirus.
      iii. Feline panleukopenia.
      iv. Feline leukemia virus.
   d. You must take your pet to be examined and treated by a veterinarian within forty-eight (48) hours after first noticing clinical sign(s) relating to an illness or injury.
   e. In support of your care for your pet, we may, from time to time, offer wellness materials or programs to you and your pet.

7. CONCEALMENT, MISREPRESENTATION OR FRAUD
   This policy is void in any case of fraud by you at any time as it relates to this policy. It is also void if you at any time intentionally conceal, misrepresent or exaggerate a material fact concerning:
   a. this policy.
   b. your pet, or
   c. a claim under this policy.

8. COOPERATION, INFORMATION AND EXAMINATION
   You agree that any veterinarian who has treated your pet has your permission to release any information we may ask for about your pet. You further agree that we have the right to have your pet examined by a veterinarian of our choosing
at our own expense. In the event of any disagreement in the diagnosis of your pet’s condition(s) or treatment(s) between you and our veterinarian, an independent veterinarian mutually agreed upon by both parties will be appointed. Written agreement signed by any two of these three will be binding subject to our mutual agreement. The costs incurred by the independent veterinarian are shared equally by both you and us.

9. TRANSFER OF YOUR RIGHTS AND DUTIES
You must be the owner of the pet. If ownership of the pet transfers to another individual, coverage may be continued without interruption, if approved in writing by us upon our receipt of proof of transfer of ownership and continued payment of premium.

10. CHANGING YOUR LEVEL OF COVERAGE
You may apply to decrease your maximum annual benefit or increase your deductible and/or your co-pay at any time during the policy period. This request must be made in writing. The request will become effective on the first day of the month following approval.

You may apply to increase your maximum annual benefit or decrease your deductible and/or your co-pay, once a year at renewal, provided that you have not previously filed a claim with us. This request must be in writing and will become effective upon renewal following approval.

A new declarations page or a change endorsement indicating your new level of coverage may be issued on approval. Any exclusion(s) already on the policy will carry over.

VIII. Other Terms and Conditions

1. LEGAL ACTIONS
No one may bring a legal action against us until there has been full compliance with all the terms of this policy. No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. You will have three (3) years from the time written proof of loss is required to be furnished to take legal action against us with respect to recovery of a claim under this policy.

2. APPEALS
In the event of any disagreement regarding the outcome of a claim, you may appeal to have your claim undergo Internal Review. All requests to appeal your claim must be made in writing to us within ninety (90) days of the denial of your claim by us. Any submitted appeal should state clearly why you or your veterinarian disagrees with the initial determination, along with any supporting documentation.

Internal Review
Your claim will be reviewed by one of our claims specialists in collaboration with a claims manager and our veterinarian, when applicable. A written notice of the outcome of the Internal Review will be sent to you. If the original claims decision is upheld based on the Internal Review, the written notice will cite the specific reasons for the decision, citing the relevant sections of this policy.

3. OUR RIGHT TO RECOVER PAYMENT
a. If we make a payment under this policy and you have the right to recover damages from another for the same transaction or condition, we shall be subrogated to that right. You agree to cooperate with us in our subrogation effort.

b. If there is other valid coverage, not with us, providing benefits for the same loss and of which we have not been given written notice prior to the condition or commencement of loss, we may assert a right of contribution. You agree to assist us in our effort to obtain contribution.

c. If any claim under this policy is eligible for coverage or reimbursement by any other insurance, this policy shall be deemed excess insurance. Reimbursement under this policy will only be available once limits for benefits under any other policy have been exhausted. It is your responsibility to notify us if other insurance is in effect. Failure to do so will be deemed concealment or misrepresentation and may void coverage (see also Section VII. 7.).

4. ENTIRE POLICY
This policy together with the application contains all the agreements between you and us. The terms of this policy may not be changed or waived except by an endorsement issued by us and made a part of this policy.
5. **CONFORMITY TO PROVINCIAL AND TERRITORIAL STATUTES**

When this policy’s provisions are in conflict with the statutes of the province or territory in which this policy is issued, the provisions are amended to conform to such statutes.

6. **CANCELLATION AND NONRENEWAL**

   a. **You** may cancel this policy at any time by returning it to us or by notifying us in writing of the effective date of the future cancellation. If you notify us within the first thirty (30) days from the effective date shown on the declarations page, and you have not submitted any claim against this policy, we will refund the entire premium. After thirty (30) days, we will return the pro rata premium based upon the date of termination of this policy.

   b. **We** may cancel this policy (or any renewal of this policy) if **you** fail to pay the premium when due. In such a case, a written notice will be sent to **you** at your address shown on the declarations page, providing at least fifteen (15) days’ notice of our intent to cancel. Otherwise, **we** may cancel this policy by providing **you** at least thirty (30) days’ written notice.

   c. **We** may cancel the policy (or any renewal of this policy) due to the following:

      i. A loss of or substantial decrease in reinsurance.

      ii. **Your** material failure to comply with policy terms and conditions.

      iii. A substantial change in the condition, factor or loss experience material to insurability (except that a material change in the covered pet’s health does not constitute a change that would provide grounds for cancellation of the policy).

      iv. **You** fail to send us relevant information in respect to a claim.

      v. **You** materially misrepresent or exaggerate relevant information pertaining to this policy or a claim.

   d. **We** will automatically renew your policy at expiration, unless **you** are otherwise notified of nonrenewal. **We** may change the premium, co-pay amounts, deductible(s) and policy terms and conditions at renewal. **You** will be notified of changes in writing.

   e. In the event of cancellation of this policy, **we** will promptly return to **you** the unearned portion of any premium paid. Cancellation shall be without prejudice to any claim occurring prior to the effective date of cancellation.

7. **PROMOTIONAL OFFERS**

Each named insured may receive from time to time certain promotional offers. These offers include but are not limited to gift cards, coupons, gift certificates, items of merchandise, and similar promotional items. But in no event will promotional items exceed a value of $35.00.

8. **LIBERALIZATION**

If **we** adopt any revision which would broaden the coverage under this policy within sixty (60) days prior to or during the policy period, with no adjustment of premium, the broadened coverage will immediately apply to this policy.

9. **CLAIM FORMS AND PROOF OF LOSS**

Failure to furnish proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, given that such proof is furnished as soon thereafter as reasonably possible.

10. **UNPAID PREMIUMS**

Upon the payment of a claim under this policy, any premium that is due and unpaid or covered by any note or written order may be deducted from the claim payment.

11. **ELECTRONIC DELIVERY**

It is agreed that, unless otherwise notified by **you**, all documents and communications regarding this policy and any notices may be delivered to **you** by electronic mail using the email address associated with your policyholder account, except documents required to be delivered by another method. It is further agreed that it is your responsibility to keep your contact details, including email, telephone and postal address, current and correct.
12. SANCTIONS CLAUSE

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this policy, to the extent that the provision of such cover, payment of such claim or provision of such benefit would conflict with or expose us to any sanction, prohibition, restriction or penalty under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom or United States of America.

In Witness Whereof, the issuing Company has caused this policy to be signed by the Chief Agent for Canada.

Nick Greggains, Chief Agent for Canada

XL Specialty Insurance Company