



# pet health insurance policy

terms and conditions



For purposes of the *Insurance Companies Act (Canada)*, this document was issued in the course of XL Specialty Insurance Company's insurance business in Canada.

**This policy contains a clause which may limit the amount payable.**

XL Specialty Insurance Company Administered by  
Fetch Insurance Services, LLC  
For questions concerning your policy, call 1-866-467-3875.

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## I. Definitions Used Throughout This Policy

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.

<b>You, Your</b>	The named insured as shown on the <b>declarations page</b> , and the spouse or partner, if residing at the same address.
<b>We, Us, Our</b>	The company providing this insurance, or the company's designated representative.
<b>Pet, Your Pet</b>	Any dog or cat named and described on the <b>declarations page</b> and for which a premium has been paid.
<b>Behavioural Disorder(s)</b>	Any change in <b>your pet's</b> temperament, activity or inactivity that is abnormal, dysfunctional or unusual for which there is no underlying <b>medical condition(s)</b> . <b>Behavioural disorders</b> include, but are not limited to, aggression, separation anxiety or phobias.
<b>Clinical Sign(s)</b>	Changes in <b>your pet's</b> normal healthy state, its bodily functions or behavior (as observed by any individual, recorded in <b>your pet's</b> medical record, or identified in previously performed examinations or <b>treatment(s)</b> for <b>your pet</b> ).
<b>Co-pay(s)</b>	The percentage of <b>your</b> claim for which <b>you</b> are liable before any applicable <b>deductible</b> is applied.
<b>Congenital Defects or Abnormalities</b>	Any condition(s), abnormality(ies) or disorder(s) present at and existing from the birth of <b>your pet</b> .
<b>Curable Medical Condition</b>	Any medical condition or injury that can be completely resolved without recurrence or any manifestations of clinical signs.
<b>Curable Exclusionary Period</b>	There is a three hundred sixty-five (365) day exclusionary period for any <b>curable medical condition</b> that is observed, recorded, or identified up to three hundred sixty-five (365) days prior to the <b>original inception date</b> of the <b>policy</b> or during the <b>waiting period</b> . A second three hundred sixty-five (365) day exclusionary period will apply if the <b>curable medical condition</b> reoccurs within the first three hundred sixty-five (365) days after the <b>original inception date</b> of the <b>policy</b> . If the same <b>curable medical condition</b> reoccurs during the second exclusionary period, then it will be excluded from coverage for the life of <b>your pet</b> .
<b>Declarations Page</b>	A written document comprising part of this <b>policy</b> which identifies the named insured, policy number, insured <b>pet</b> , insured coverage options selected, <b>policy period</b> , any applicable <b>co-pay(s)</b> and/or <b>deductible(s)</b> and the <b>maximum annual policy coverage</b> provided.
<b>Deductible(s)</b>	The fixed amount per <b>policy period</b> for which <b>you</b> are liable prior to receiving any claims settlement that will be deducted from any reimbursement made to <b>you</b> , after any <b>co-pay</b> amount has been deducted.
<b>Excess Insurance</b>	If any claim under this <b>policy</b> is eligible for coverage or reimbursement by any other insurance, this <b>policy</b> shall be deemed <b>excess insurance</b> .
<b>Exclusion(s)</b>	Any situation, event or <b>medical condition</b> not covered by this <b>policy</b> .
<b>Experimental Treatment</b>	Drugs, therapies, or <b>treatments</b> that are unproven, have been confined largely to laboratory use, or have progressed to limited pet application and trials, and lack wide recognition from the scientific community as a proven and effective measure of <b>treatment</b> .
<b>First Exam</b>	The earliest exam performed by a <b>veterinarian</b> after the effective date of the <b>policy</b> , but during the <b>policy period</b> if <b>your pet</b> has not been examined by a <b>veterinarian</b> within six (6) months prior to the effective date of the <b>policy</b> .
<b>Holistic Therapy</b>	Acupuncture, aromatherapy, chiropractic, homeopathic and other alternative therapies administered by a <b>veterinarian</b> to treat an <b>injury</b> or <b>illness</b> .
<b>Illness(es)</b>	Any change to the normal healthy state of <b>your pet</b> such as a sickness, disease or <b>medical condition</b> (except <b>behavioural disorders</b> ) not caused by normal activity or an accident.
<b>Injury(ies)</b>	Physical harm to <b>your pet</b> caused by normal activity or an accident.

<b>Maximum Annual Policy Coverage</b>	The most <b>we</b> reimburse during the <b>policy period</b> for each type of insured coverage covered by this <b>policy</b> as shown on the <b>declarations page</b> .
<b>Medical Condition(s)</b>	All <b>clinical sign(s)</b> and symptoms resulting from the same diagnostic classification or disease process, regardless of the number of <b>illnesses</b> or <b>injuries</b> or areas of the body affected.
<b>Medically Necessary</b>	Any <b>treatment</b> or procedure which is directly and materially related to a covered <b>illness</b> or <b>injury</b> , as recommended and documented in <b>your pet's</b> medical records by the treating <b>veterinarian</b> .
<b>Original Inception Date</b>	The first <b>policy period</b> effective date with <b>us</b> for <b>your pet</b> where continuous coverage has been provided without interruption. Any lapse or gap in coverage will reset the date to the next <b>policy period</b> effective date after the lapse or gap in coverage.
<b>Physical Therapy</b>	Hydrotherapy, laser, underwater treadmill, kinesiotherapy, land-based exercise, massage, stretching, electrical stimulation and other rehabilitative therapies administered by a <b>veterinarian</b> to treat an <b>injury</b> or <b>illness</b> .
<b>Policy</b>	All <b>terms and conditions</b> of this <b>policy</b> and any endorsements thereto including the application and <b>declarations page</b> .
<b>Policy Period(s)</b>	The period from the effective date to the expiration date of the <b>policy</b> as set forth on the <b>declarations page</b> .
<b>Pre-existing Condition(s)</b>	A <b>medical condition</b> which first occurred or showed <b>clinical sign(s)</b> before the effective date of this <b>policy</b> or which occurred or showed <b>clinical sign(s)</b> during the <b>policy waiting period</b> .
<b>Preventive Care</b>	Any <b>treatment</b> , service or procedure, including but not limited to physical examinations, medications, surgeries, inoculations or laboratory procedures, for the purpose of prevention of <b>illness</b> or <b>injury</b> or for the promotion of general health, where there has been no <b>injury</b> or <b>illness</b> .
<b>Reasonable Cost(s)</b>	The fees regularly charged for a given <b>treatment</b> , <b>sick visit fee</b> or procedure by the treating veterinary facility, or the fee regularly charged by a licensed kennel or cattery
<b>Sick Visit Fee</b>	The <b>veterinarian</b> examination cost for treating your pet's <b>injury</b> or <b>illness</b> .
<b>Supplements</b>	Any medicinal substance including but not limited to nutraceuticals, vitamins and herbal medicines not requiring a prescription that a <b>veterinarian</b> recommends for the treatment of an <b>injury</b> or <b>illness</b> .
<b>Telehealth Treatment</b>	Any <b>treatment</b> administered by a <b>veterinarian</b> to treat any <b>injury</b> or <b>illness</b> by means of remote telecommunications technology including but not limited to phone, email, Internet, text and video.
<b>Terms and Conditions</b>	All provisions of this <b>policy</b> .
<b>Treatment(s)</b>	Any veterinary care and prescribed medications administered by a <b>veterinarian</b> , or under a <b>veterinarian's</b> direct supervision, in treating <b>your pet's injury</b> or <b>illness</b> , within Canada or the United States.
<b>Veterinarian</b>	Any licensed <b>veterinarian</b> residing and practicing within Canada or the United States from whom your pet has received treatment.
<b>Waiting Period</b>	There is a fifteen (15) day period beginning on the effective date of this <b>policy</b> during which <b>we</b> will not cover any <b>injury, illness, behavioural disorder or any other coverage provided by this policy</b> . The <b>waiting period</b> will not apply to any renewal of <b>your policy</b> if renewal coverage is continuously maintained. <b>Medical conditions</b> for which <b>clinical sign(s)</b> were observed during the <b>waiting period</b> are excluded from this <b>policy</b> as <b>pre-existing conditions</b> . (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 insured coverages are subject to all the **terms, conditions** and limitations as stated herein and as shown on the **declarations page**.

## III. Insured Coverages

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

- **Waiting period.**
- **Co-pay(s).**
- **Deductible(s).**
- **Exclusions.**
- Limits of insurance.
- Other **terms, conditions** and limitations in this **policy**.

### POLICY COVERAGE

#### 1. VETERINARY FEES, PRESCRIBED DRUGS AND SUPPLEMENTS

**We** will reimburse **you** for:

- a. the **reasonable cost(s)** of any **medically necessary treatment** administered by a **veterinarian** within Canada or the United States that **your pet** has received during the **policy period** for a covered **illness** or **injury**;
- b. the **medically necessary reasonable cost** of pharmaceuticals that can only be obtained by means of a **veterinarian** prescription to treat an **illness, injury** or **behavioural disorder** in the quantity of ninety (90) days or less;
- c. the **medically necessary reasonable cost** of **supplements**.

The most **we** will pay for this coverage is the **maximum annual policy coverage** shown on **your declarations page**.

#### 2. SPECIAL COVERAGES AND LIMITS

The following coverages do not increase the **maximum annual policy coverage** on your **declarations page** and are not subject to and not considered in applying **co-pay** when **co-pay** conditions otherwise apply. The special coverages are not subject to the applicable **deductible**.

##### a) BEHAVIOURAL FEES AND TELEHEALTH

**We** will reimburse **you** for:

1. The **reasonable cost(s)** for consultations by a **veterinarian** to diagnose and treat **behavioural disorders** during the **policy period**;
2. The medically necessary reasonable cost of **telehealth treatments** that a **veterinarian** provides to support **treatment** of a covered **injury, illness** or **behavioural disorder**.

This coverage is limited to a \$1,000 annual limit.

##### b) ADVERTISING AND REWARD

**We** will reimburse **you** for the reasonable and necessary cost of advertising and a reasonable reward paid if **your pet** is stolen or strays during the **policy period**.

This coverage is limited to a \$1,000 annual limit.

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

1. Notify the police and ask for a reference or case number and written confirmation of **your** report;
2. Notify the five (5) veterinary clinics and animal shelters closest to the area where **your pet** was last seen; and
3. Complete and send us a 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:

1. Any reward not supported by a signed receipt giving the full name and address of the person who found **your pet**;
2. Any reward paid to any person living with **you**, related to **you**, employed by **you** or known by **you**; or
3. Any reward resulting from **your** neglect or deliberate concealment of **your pet**.

### c) 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 a \$1,000 annual limit.

**You** must:

1. Have incurred or have been diagnosed and reported **your** own sickness, disease or bodily injury during the **policy period**;
2. 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; and
3. Submit the original invoice from the kennel or cattery.

### Conditions Applying to Boarding Fees

We will not reimburse **you** if:

1. **You** are admitted to a hospital for less than ninety-six (96) hours;
2. **You** are treated in a care setting other than a hospital;
3. **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**;
4. **You** are admitted to a hospital as a result of **your** pregnancy or giving birth;
5. **You** are receiving any treatment that is not related to a sickness, disease or bodily injury; or
6. **You** are admitted to a hospital for the treatment of alcohol abuse, drug abuse, suicide attempt or self-inflicted illness or injury.

### d) 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 a \$1,000 annual limit.

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 adoption fee for the species of pet named on the **declarations page**, or one hundred and fifty dollars (\$150). As soon as **you** discover **your pet** is missing, **you** must:

1. Notify the police and ask for a reference or case number and written confirmation of **your** report; and
2. 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 **policy**.

### Conditions Applying to Loss Due to Theft or Straying

We will not reimburse **you** if **you**, or the person looking after **your pet**, freely parts with **your pet** even if tricked into doing so.

### e) 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 a \$1,000 annual limit.

If **you** have no formal proof of how much **you** paid for **your pet** in the form of an original receipt, **we** will pay **you** the lesser of the current local humane society adoption fee for the species of pet named on the **declarations page**, or one hundred and fifty dollars (\$150).

#### Conditions Applying to Death from Injury or Illness

**We** will not reimburse **you** if:

1. **Your pet's** death results from an **injury** or **illness** that is a **pre-existing condition**;
2. A **veterinarian** is not able to verify the death or sign the death claim form;
3. **Your pet** was put to sleep at **your** request and not as suggested by a **veterinarian**;
4. The death is the result of an **illness** for any **pet** age six (6) years or older; or
5. **Your** pet was put to sleep because of a **behavioural disorder**.

#### f) 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 a \$1,000 annual limit.

#### Conditions Applying to Vacation Cancellation

**We** will not reimburse **you** for:

1. Any costs relating to a vacation **you** booked less than twenty-eight (28) days before **you** were due to leave;
2. Any costs resulting from an **injury** or **illness** that is excluded from coverage; or
3. Any cost of cancellation insurance.

### IV. Co-pay and Deductibles

For any covered loss that is treated during the **policy period**, **you** are responsible for an amount of **co-pay** and we will subtract the **deductible** as stated on **your declarations page** from the covered amount.

The **co-pay** percentage will be deducted from the total of all costs for a covered loss. Once the **co-pay** has been applied, the **deductible** will be applied to the remaining amount. When treatment dates of a covered loss fall into two or more **policy periods**, you will be responsible for a **deductible** for each **policy period**.

In addition to the application of the **co-pay** and **deductible**, there are total limits on our insurance per **policy period** as set forth on the **declarations page** as **maximum annual policy coverage** limit. (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. Costs and payments beyond the Limits of Insurance as described in Section VI.a.
- c. Any cost incurred for treating an **illness** or **injury** outside of the **policy period** 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 **waiting period** beginning on the effective date of this **policy**; any **injury** that occurred during the **waiting period** 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 **waiting period** 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 **waiting period** 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 **waiting period** 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 **waiting period** 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 ongoing **medical conditions** that showed **clinical signs** after the **original inception date** and **waiting period**.

- iv. Any **curable medical condition**, that is observed, recorded or identified up to three hundred sixty-five (365) days prior to the **original inception date** of the **policy** or during the **waiting period** of the **policy**, will be subject to a **curable exclusionary period** of three hundred sixty-five (365) days from the **original inception date** of the **policy**. Any such **curable medical condition** that does not reoccur within the first **curable exclusionary period** will be coverable provided an annual exam is conducted by a **veterinarian** dated after the **curable exclusionary period** and before the first reoccurrence of such **curable medical condition**.

If the **curable medical condition** does reoccur within the **curable exclusionary period** after the **original inception date** then a second **curable exclusionary period** will apply after the first three hundred sixty-five (365) days. At the end of the second **curable exclusionary period** any such **curable medical condition** that did not reoccur during the second **curable exclusionary period** will be coverable provided an annual exam is conducted by a **veterinarian** dated after the second **curable exclusionary period** and before the second reoccurrence of such **curable medical condition**.

If the same **curable medical condition** reoccurs during the second **curable exclusionary period** it will be excluded from coverage for the life of **your pet**.

- f. **Behavioural disorders** where **clinical sign(s)** were apparent prior to the effective date of the **policy** or that became apparent during the **waiting period** 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 **waiting period** beginning on the effective date of this **policy**.
- h. Costs arising out of or related to 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 after the **original inception date** of the **policy** and the medical record specifically certifies **your pet** does not have any disorders relating to the knees, subject to the **waiting period**.
  - i. If **your pet** has received **treatment** or 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 6 months of this **policy**, where no certification of knee health has been documented in the medical record as described in section V. h., then the other knee is automatically excluded from coverage.
- i. Costs arising out of or related to any **treatment** associated with hip dysplasia where **clinical signs** occur during the first six (6) months that the **policy** is in effect.
- j. 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 **waiting period** beginning on the effective date of the **policy**.
- k. Costs arising out of or related to 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 **waiting period** beginning on the effective date of this **policy**.
- l. Food, including food prescribed by a **veterinarian**, to treat or prevent **illness** or **injury**.
- m. Any costs and payments for a **pet** less than six (6) weeks old.
- n. Any **illness** contracted outside Canada or the U.S. that the pet would not have normally contracted in Canada or the U.S.
- o. Costs arising out of or related to:
  - i. Breeding;
  - ii. Pregnancy;
  - iii. Whelping or nursing; or
  - iv. **Treatment** of offspring.

We will reimburse **you** for the **reasonable costs of medically necessary treatment** of complications arising from breeding, pregnancy, whelping or nursing if the date of breeding falls after the **waiting period** of the effective date of this **policy**.

- p. 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**.
- q. Routine and **preventive care**, including but not limited to:
  - i. Vaccinations (and vaccine titers and nosodes);
  - ii. Preventive medications (including those for heartworm as well as flea and tick prevention);
  - iii. Routine examinations;
  - iv. Dental prophylaxis; or
  - v. **Treatment(s)** and therapies for weight loss.
- 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 rented or bought cages.
- 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 Therapy**; or
  - ii. **Physical Therapy**.
- v. Experimental **treatments** or **treatments** or procedures 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. Costs and payments arising out of or related to:
  - i. Obedience or training classes, including puppy classes;
  - ii. Training, correctional devices or preventive products;
  - iii. The **treatment** of coprophagia or other eating disorders; or
  - 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) including but not limited to:
  - i. Heartworms;
  - ii. Fleas;
  - iii. Ticks;
  - iv. Roundworms;
  - v. Tapeworms; or
  - vi. Hookworms.

This exclusion shall not apply if there is no preventive medication for the parasite.

- 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; or
- viii. Routine/preventive anal gland expression.
- cc. Time and travel expenses to a **veterinarian's** premises or hospital.
- dd. Costs for **illness** or **injury** arising out of or related to:
  - i. Racing;
  - ii. Coursing;
  - iii. Commercial guarding;
  - iv. Organized fighting; or
  - v. Any other occupational, professional or business uses of **your pet**.
- ee. Costs and payments arising out of or related to any intentional **injury** or abuse (including persistent neglect) of **your pet**, by **you** or a member of **your** household.
- ff. Any costs and payments that arise out of or related to 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 recommended 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 costs or payments arising out of or related to:
  - i. Invasion;
  - ii. War;
  - iii. Revolt;
  - iv. Rebellion;
  - v. Revolution, military or usurped power;
  - vi. Governmental seizure;
  - vii. Quarantine; or
  - viii. Other action related to public safety or health.
- jj. The **treatment**, death or humane destruction arising out of or related to Avian Influenza.
- kk. Any costs or payments 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 **treatment** against a **veterinarian's** advice and the subsequent complications as a result, including in circumstances where it is requested by **you** and provided by a **veterinarian**.
- mm. 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, condition VII.6.b. If **your pet** has not been examined by a **veterinarian** within six (6) months prior to the effective date of the **policy**, **you** must arrange to have **your pet** examined at **your** own expense within thirty (30) days of the effective date of the **policy**. Any **medical condition(s), clinical sign(s), behavioural disorder(s) or illness(es)** observed or recorded during the **first exam**, and all costs associated therewith, are automatically excluded from coverage. **Your** failure to have a **first exam** of **your pet** may void the **policy**. If voided, the **policy** premium will be refunded. Additionally, any conditions that are related to, caused by, or resulting from **medical condition(s), clinical sign(s), behavioural disorder(s) or illness(es)** observed or recorded at the **first exam** performed after the effective date of the **policy** are also excluded from coverage.
- nn. Costs and payments arising out of or related to **physical therapy** and/or **holistic therapy** to treat weight loss.

## VI. Limits of Insurance

- a. Regardless of the number of claims made during the **policy period**, the total limit of insurance for each **policy period** for all covered costs and payments shall not exceed the amount shown on the **declarations page** under **maximum annual policy coverage**.
- b. All coverage under this **policy** shall cease when **your policy** terminates.

## VII. General Conditions

## 1. ELIGIBILITY

This **policy** is issued in consideration of:

- a. The **declarations page** containing **your policy** elections and other information, a copy of which is attached hereto and made a part hereof; and
- b. **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 a loss 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 claim form describing the loss as soon as practicable but no later than ninety (90) days after the date of **treatment**. This form must list the following information:
  - i. **Your** name;
  - ii. The description of **your pet**;
  - iii. **Your policy** number; and
  - 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; and
  - iii. Proof of payment (i.e. receipt and/or invoice showing zero balance due).
- d. Otherwise cooperate with **us** in the investigation of any claim, which may include 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 loss 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 policy coverage**, 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 pre-authorization of a **treatment**, **you** must complete a pre-authorization 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.

If **you** are renewing a **policy** for a dog age eight (8) years or older 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 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 examination by a **veterinarian**;
  - ii. An annual dentalexam; and
  - 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 six (6) months prior to the effective date of the **policy**, **you** must arrange to have **your pet** examined at **your** own expense within thirty (30) days of the effective date of the **policy**. Any **medical condition(s)**, **clinical sign(s)**, **behavioural disorder(s)** or **illness(es)** observed or recorded during the **first exam**, and all costs associated therewith, are automatically excluded from coverage. **Your** failure to have a

**first exam of your pet** may void the **policy**. If voided, the **policy** premium will be refunded. Additionally, any conditions that are related to, caused by or resulting from **medical condition(s), clinical sign(s), behavioural disorder(s) or illness(es)** observed or recorded at the **first exam** performed after the effective date of the **policy** are also excluded from coverage.

- c. If **your pet** does not receive an annual examination within each **policy period** following the first 12-month **policy period** of coverage with **us**, any **illness, clinical sign(s) or behavioural disorder** observed or recorded at the next examination will be excluded from coverage.
- d. 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; or
- vi. Rabies.

Cats:

- i. Feline viral rhinotracheitis;
  - ii. Feline calicivirus;
  - iii. Feline panleukopenia; or
  - iv. Feline leukemia virus.
- e. **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**.
  - f. 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** and all other Petplan policies held by **you** may be voided immediately in any case of fraud by **you** at any time as it relates to this **policy**. This **policy** and all other Petplan policies held by **you** may also be voided if **you** at any time intentionally conceal, misrepresent or exaggerate a material fact concerning:

- a. this or any other Petplan **policy**;
- b. **your pet**; or
- c. a claim under this or any other Petplan **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 policy coverage** or increase **your deductible** and/or **your co-pay** at any time during the **policy period**. This request must be made to **us** in writing. If **we** approve, the request will become effective on the first day of the month following approval.

**You** may apply to increase the **maximum annual policy coverage** 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 if **we** approve will become effective upon the first renewal of the **policy** following approval.

A new **declarations page** or a change endorsement indicating **your** new level of coverage will 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 or such longer period as may be prescribed under applicable law 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** disagree(s) with the initial determination, along with any supporting documentation. If you still disagree with the decision, you can request a copy of our complaint handling procedure for information with respect to how to proceed with a complaint or disagreement.

#### Internal Review Process:

**Your** claim will be reviewed by one of **our** claims specialists in collaboration with a claims manager and **our veterinarian**, as we determine to be necessary or appropriate. 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 there is other valid coverage, not with **us**, providing coverage 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.
- b. If any claim under this **policy** is eligible for coverage or reimbursement by any other insurance, this **policy** shall be deemed **excess insurance**. It is **your** responsibility to notify **us** if other insurance is in effect.

### 4. ENTIRE POLICY

This **policy** 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 calling **us** toll-free at 1-800-240-1875 or by mailing or delivering to **us** advance written notice of cancellation at customeradvocate@gopetplan.com or to Petplan Pet Insurance 3805 West Chester Pike, Suite 240, Newtown Square, PA 19073. If **you** request cancellation of this **policy** 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** by registered mail at **your** address shown on the **declarations page**, providing at least fifteen (15) days' notice of **our** intent to cancel.
- c. **We** may cancel this **policy** (or any renewal of this **policy**) by providing you at least thirty (30) days' written notice of cancellation by registered mail due to the following:
  - i. **Your** material failure to comply with **policy terms and conditions**.
  - ii. A material change in the condition, factor or loss experience material to insurability (except that a material change in **your** pet's health does not constitute a change that would provide grounds for cancellation of the **policy**);
  - iii. **You** materially misrepresent or exaggerate relevant information pertaining to this **policy** or a claim.
- d. **We** may elect not to renew this **policy** on the expiration date (for any of the reasons stated in Section VIII.6.c above). **We**

may do so by writing to **you** at **your** last known address shown on the **declarations page**, with a written notice at least sixty (60) days prior to the expiration date.

- e. **We** will automatically renew **your policy** at expiration, unless **you** are otherwise notified of nonrenewal. **We** may change the premium, **maximum annual policy coverage**, **co-pay** amounts, **deductible(s)** and **policy terms and conditions** at renewal. **You** will be notified of changes in writing at least sixty (60) days prior to the expiration date.
- f. 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. 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**.

## 8. 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, provided that such proof is furnished as soon thereafter as reasonably possible. Failure to furnish proof in a timely manner may, however, delay payment of a claim.

## 9. UNPAID PREMIUMS

At the time of payment of a claim under this **policy**, any premium that is due and unpaid may be deducted from the claim payment.

## 10. 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.

## 11. 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.



Urs Uhlmann, Chief Agent for Canada

XL Specialty Insurance Company