

6-WEEK HEADSTART TRIAL COVERAGE

# USER GUIDE



Underwritten by Northbridge  
General Insurance Corporation



# WELCOME TO THE PETS PLUS US® COMMUNITY

For a pet owner, one of life's most trying events is when a beloved pet suffers an accident or becomes ill. In support of Canadian pet-owner happiness, Pets Plus Us pet insurance provides comprehensive benefits towards veterinary care, whether required due to accident(s), illness(es) or both. This is your complimentary:

## 6-WEEK HEADSTART TRIAL COVERAGE

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

For specific details about your *6-week Headstart Trial Coverage* policy, please refer to the included *Summary of Coverage* or your most recent *Summary of Coverage* that we have since sent to you. This Policy contains a clause which may limit the amount payable. This refers to things such as a "co-insurance" or a "deductible". Refer to your *Summary of Coverage* where you will find your policy effective date and information on "your share" or the "co-insurance" and the "deductible" amounts.

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

Pets Plus Us also offers Accident and Illness policies, More and Max, as well as flexible wellness options. Visit [petsplusus.com](http://petsplusus.com), or call us at 1-800-364-8422 for more information.

# CONTENTS

<b>Coverage Highlights</b>	<b>4</b>
<b>Details About Your Accident &amp; Illness Benefits</b>	<b>5</b>
<b>Exclusions—What We Don't Cover</b>	<b>6</b>
<b>When Coverage Takes Effect</b>	<b>11</b>
<b>When Your Policy Ends</b>	<b>11</b>
<b>Your Obligations</b>	<b>12</b>
<b>Reimbursement Request</b>	<b>13</b>
<b>How Your Coverage Works</b>	<b>16</b>
<b>Legal Stuff</b>	<b>17</b>
<b>Glossary</b>	<b>19</b>
<b>Statutory Conditions</b>	<b>24</b>
<b>Contact Information</b>	<b>32</b>

# COVERAGE HIGHLIGHTS



## Your Accident & Illness Benefits

Up to \$1,000 for medically necessary veterinary services required to treat illnesses or injuries to your pet.

- Hospitalization
- Surgery
- Hereditary and Congenital conditions
- Diagnostics
- Prescription medications

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

Your co-insurance applies.

Your deductible applies.

## Coverage Requirements

To be eligible for coverage all pets must be at least 7 weeks of age and no more than 1 year and are required to have had a licensed veterinarian perform a complete physical exam within 12 months of the coverage inception date. If this has not been done then we require a complete physical exam be completed within 30 days of your policy inception. We recommend that your pet is examined at least once a year by a licensed veterinarian and all vaccinations and other preventive treatments are carried out as recommended by the treating veterinarian; you are obligated to follow advised treatments for your pet to prevent accidents or illness.

# DETAILS ABOUT YOUR ACCIDENT & ILLNESS BENEFITS



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

## **Benefit Maximum**

We do not pay more than \$1,000 during the 6-week trial Coverage period.

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

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

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

### **1. Veterinary services**

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

### **2. Dental treatment**

We cover and pay for expenses required for the necessary extraction of non-diseased teeth fractured due to a known and documented external trauma, in an otherwise healthy mouth (this does not include deciduous teeth, resorptive lesions, non-erupted teeth, stomatitis, periodontitis, incidental findings of fractured teeth, or teeth fractured due to chewing behaviours).

### 3. Congenital conditions

We do not exclude breed-specific ailments. Hereditary and congenital conditions may be available for coverage, provided the condition was not manifested, first occurred, displayed signs and/or symptoms, was noted, treated, diagnosed or has been known by You and/or Your Veterinarian prior to the Coverage Effective Date of the Policy and/or during Your Policy's Waiting Period.

## EXCLUSIONS— WHAT WE DON'T COVER



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

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

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

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

### **Pre-existing Conditions**

A pre-existing condition refers to any condition which first occurred, manifested, displayed signs and/or symptoms of, was treated, diagnosed or has been known by You, and/or Your veterinarian prior to Your Pet's Coverage Effective Date, as stated on Your Summary of Coverage, or during an applicable waiting period.

When referring to exclusions or policy limits, bilateral conditions are considered as one condition (e.g. cruciate ligaments, hip dysplasia, ear or eye problems).

Unlike a purchased policy, we do not underwrite Trial policies. If there is any doubt as to whether or not potential treatments or diagnostic tests are eligible for coverage, please contact us for a pre-approval.

## **What's Not Eligible for Coverage**

We are unable to provide illness coverage for pets diagnosed with, tentatively diagnosed with, or showing clinical signs of certain critical illnesses or diseases prior to the coverage effective date, or within the 48 hour waiting period for illness coverage. Chronic uninsurable conditions include, but are not limited to, Congestive Heart Failure, Feline Immunodeficiency Virus (FIV), Feline Leukemia Virus (FELV), Feline Infectious Peritonitis (FIP), Advanced Kidney Failure and Systemic Autoimmune Disease, (e.g. Lupus). Localized Immune Mediated Diseases (e.g. IBD, or IMHA affected pets) are still eligible for coverage.

## **Other excluded items**

### **Alternative therapies**

Any practices and treatments that are not generally considered part of conventional veterinary medicine, including but not limited to; Acupuncture, Chiropractic Services, Cryotherapy, Hydrotherapy, Hyperbaric Oxygen Therapy, Massage Therapy, Naturopathy, Osteopathy, Physiotherapy, Platelet Rich Plasma Therapy, Prolotherapy, Regenerative Stem Cell Therapy, and Veterinary Orthopedic Manipulation.

### **Anal glands**

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

### **Behavioural problems**

- Expenses related to an accident arising from your pet's known behavioural problem.
  - **Repetitive/Compulsive behaviour**  
Any medical condition that arises due to repetitive activity, throughout the life of your pet, that results in your pet requiring repeated medical treatment. After (3) three separate but similar incidents the condition will be considered preventable and will be excluded from coverage, (no longer eligible for reimbursement) including, but not limited to the following conditions: foreign body ingestions, porcupine quill impalement and/or lacerations, fight/bite wounds/lacerations, motor vehicle injuries and poison ingestions.

### **Behavioural training**

- Classes or non-therapeutic training; or
- Correctional devices (e.g. prong collars, haltis, muzzles, shock collars) or preventive products.

### **Boarding kennel or cattery fees**

### **Cremation or burial of your pet**

### **Dental**

- Teeth cleaning or polishing;
- Treatment of tooth structure irregularities, improper bites, tooth pulp or root problems and removal of deciduous teeth, non-erupted teeth, or teeth affected by tooth resorption;
- Endodontic and orthodontic care;
- Treatment of the teeth and gums (e.g. stomatitis, periodontitis);  
or
- Treatment of tooth fractures identified as an incidental finding, or arising from chewing behaviours, or fractured by an unknown or unobserved cause.

### **Elective procedures**

Procedures considered to be medically unnecessary including but not limited to: cosmetic surgery, debarking, declawing,



dewclaw removal, ear cropping, nail trims, grooming, nasal or skin folds, stenotic nares or tail docking.

### **Epidemic/pandemic**

Expenses related to, or arising from an epidemic, or pandemic

### **House calls**

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

### **Inappropriate care**

Costs resulting from:

- Neglect, abuse or intentional injury of your pet by you or any member of your household.
- Accidents and/or illnesses in which you did not follow the recommended advice of the veterinarian.

### **Medications**

Expenses related to medications, vitamins, supplements and/or non-prescription drugs that do not have, in Canada, a Drug Identification Number (DIN), a Natural Health Product (NHP) number or an Interim Notification Program (INP) number.

### **Non-essential services and supplies**

Expenses related to grooming and grooming supplies, restraint devices including but not limited to; collars, muzzles and crates, Carrying devices including but not limited to; strollers and pet carriers, prescription and non-prescription pet food, regular or medicated baths and/or products, supplements, vitamins or prescription and non-prescription drugs that have not been purchased from a licensed veterinary hospital or pharmacy.

### **Nuclear incidents**

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

### **Post-mortems**

Coverage does not include any post-mortem tests or procedures.

### **Reproduction and the reproductive system**

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

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

### **Risky activities**

We don't offer coverage, or pay for expenses that ensue from activities such as commercial guarding, organized fighting, the pursuit of prey or racing. We do provide coverage for dogs used in the recreational hunting of upland birds or waterfowl.

### **Time and travel expenses**

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

### **Underage pet**

Costs for a pet less than 7 weeks old.

### **Unrelated medical expenses**

Veterinary services, including diagnostic procedures unrelated to the medical condition being claimed.

### **Vaccines and routine procedures**

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

### **War activities**

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

# WHEN COVERAGE TAKES EFFECT



This section shows the waiting period that applies to each of your benefits. There is no coverage unless the accident, onset of illness or other triggering event occurs after expiry of the waiting period.

<b>Coverage type</b>	<b>Waiting period</b>
Accident	48 hours
Illness	48 hours

Waiting periods begin at 12:01 am on the day of enrollment. Enrollment is either completed online or by calling in.

# WHEN YOUR POLICY ENDS



Your policy expires at 12:01 am, 6 weeks following your enrollment date.

# YOUR OBLIGATIONS



## Your Share and Your Deductible

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

By contributing your share, everyone benefits. Because of your contribution, we're able to keep our cost for coverage competitive, while providing you with additional services that can help make being a pet owner a lot easier. Championing pet owner happiness is what we at Pets Plus Us do best.

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

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

### YOUR SHARE:

**Your Share is:**

20%

**We reimburse:**

80%

### Please bear in mind that:

- Your share is applied first, followed by your deductible.
- The deductible is a per-incident amount.
- You never pay the deductible unless your pet actually needs veterinary care and you have to make a reimbursement request.
- We will not reimburse claims where you did not follow the recommended advice of a veterinarian. This includes medical conditions preventable by vaccination, prophylactic medication, or sterilization (spaying and neutering), unless covered with a rider specific to these treatments.

- Taxes are included in the amounts paid back to you under all Pets Plus Us coverage.

### **Deductibles for dogs**

\$100

### **When the deductible is applied**

The deductible is applied on a per-incident basis.

## **REIMBURSEMENT REQUEST**



Here's where you'll find information about how to submit your reimbursement request, (also known as 'making a claim') and what you need to do prior to making the request.

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

### **Financial responsibility**

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

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

## **Reimbursement requests**

Visit our Member Centre: [portal.PetsPlusUs.com](http://portal.PetsPlusUs.com) to submit your reimbursement request online.

## **How to request reimbursement**

Visit our Member Centre: [portal.PetsPlusUs.com](http://portal.PetsPlusUs.com) to submit your reimbursement request online, be sure to include your itemized receipts for the pertinent costs.

Contact one of our knowledgeable representatives at: 1-800-364-8422 for information on other reimbursement request options.

## **Before you submit**

To avoid processing delays, please ensure that the reimbursement request form includes all the following:

- Your name, signature and policy number;
- The name of the illness or injury eligible for reimbursement, completed by you and/or your veterinarian; and
- All paid-in-full receipts (including an itemized breakdown of charges).

## **When reimbursement requests are eligible**

We only pay reimbursement requests that we receive within 60 days of the date your policy terminates.

If your claim is submitted on your behalf by your veterinary clinic you are responsible to ensure it is submitted within the eligible time frame.

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

## **Claims review/reassessment**

If a claim is denied, You or the attending Veterinarian may request a review or reassessment. This Appeal must be received within 60 days from the date of claim denial notice. Additional information may be required to assist in the re-evaluation of the denied claim. This includes but is not

limited to: Additional medical documentation, laboratory results, statement from your treating veterinarian.

### **Ineligible reimbursement charges**

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

### **Other reimbursement rules**

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

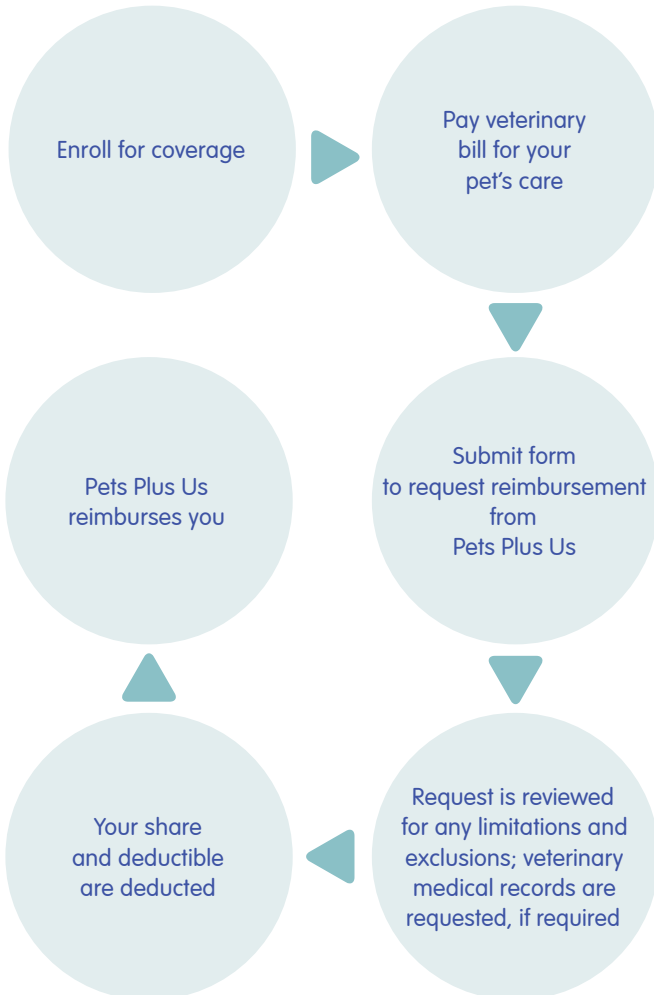
### **Insurance fraud hurts all pet owners!**

If we discover that you've made a false or exaggerated reimbursement request, your coverage will be voided. Any discovered fraud permits Us the right to terminate Your coverage.

# HOW YOUR COVERAGE WORKS



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





# LEGAL STUFF



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

## **Downgrading and upgrading coverage**

You can roll-over to one of our available plans such as *Accident & Illness More or Max*. One of our representatives would be happy to explain these options to you.

## **Other coverage**

The coverage outlined in this policy cannot be combined with another Accident and/or Illness coverage. This means that if there are other insurance plans, contracts, or benefits providing you indemnity in respect of your pet for veterinary or therapeutic expenses, this policy will not respond. We will refund any premium collected in the current term where our policy overlaps with another insurance policy and coverage will be voided.

## **E-mail notification**

We encourage electronic communications for the delivery of policy documents and claim notifications including reimbursement. We will consider those items as received by you on the date they are sent to the last verified email address we have on record in our system.

## **Governing laws**

In the event of a dispute not able to be resolved between You and Us all laws will be governed by the laws of Ontario and all lawsuits will attorn to the Region of Halton.

## **Insurance contract**

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

## **Legal actions**

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

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

## **Recovery from third parties; subrogation; reimbursement; setoff**

Recovery from Third Parties; Subrogation; Reimbursement; Setoff: We will not make payments for claims for which You are entitled to recovery under any other insurance, except for any additional sum that is payable over and above such other insurance and any contribution that We are obliged to make by law. If We make a payment to You and You are also entitled to receive a payment from a third party, Our obligation is subrogated to that right. You will help Us recover any payments that were subject to subrogation and reimburse Us to the extent You recover from a third party (up to the amount of Our payments to You). Notwithstanding anything to the contrary in this agreement and without prejudice to any other right or remedy We may have, We may set off or recoup any liability owed to You pursuant to this policy against any

amount We determine, in good faith, that You are liable for to Us, including, without limitation, any overpayments We may have made to You due to subrogation, error, or otherwise.

### **Rights of recovery**

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

## **GLOSSARY**



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

#### **accident**

A sudden and unexpected event brought about by an external influence resulting in an acute injury to Your Pet, identifiable and unintended.

For the purposes of this Policy, Cruciate Ligaments, Patella Luxation, Elbow Dysplasia, Hip Dysplasia, and Lameness are specifically defined as an Illness Medical Condition and NOT eligible for coverage, except when resultant of a true Accident and free from any associated, contributing, or pre-existing condition.

#### **associated condition**

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

#### **bilateral condition**

Any condition affecting body parts of which your pet has two, one on each side of the body (examples: cruciate ligaments, hip dysplasia, ears and eyes).

**co-insurance (also called share, your share)**

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

**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. For example, arthritis in your pet's legs, back and neck is all considered one condition.

**congenital**

Any manifestation of a particular trait from birth.

**contract (also called policy)**

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

**coverage (also called policy, insurance)**

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

**deductible (see co-insurance)**

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

**endodontic care (known as root canal treatment)**

Professional dental treatment in which diseased or damaged tooth pulp is removed. The canal inside the tooth is then filled and sealed.

**euthanasia**

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

**fraud**

Intentional deception with fraudulent statements or conduct in connection with a loss or damage for which reimbursement is sought by you. Any discovered fraud voids the policy and permits us to cancel your coverage.

**hospitalization**

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

**illness**

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

**immediate family**

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

**insurance (see coverage)**

**medical emergency**

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

**medically necessary**

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

**medication**

A drug or medicine that a veterinarian recommends for the care of your pet, that the Veterinary Drug Directorate (VDD) approves for veterinary use and has a valid Drug Identification Number (DIN), a Natural Health Product (NHP) number, a Veterinary Health Product (VHP) number or an Interim Notification Program (INP) number. When administered by a licensed veterinarian, licensed and released Monoclonal Antibody Therapy may also be eligible for coverage.

**member**

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

**member number**

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

**orthodontic care**

Professional dental treatment to make teeth line up correctly.

**pet**

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

**Pets Plus Us Community**

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

**poison**

A chemical substance that when ingested in inappropriate amounts can cause injury or death. For the purposes of this coverage it does not include the ingestion of human food, rotting food, garbage or illicit drugs. Examples of a poison include warfarin, strychnine, metaldehyde, prescription drugs as well as specific plants that are identified and known to be toxic (e.g. lilies, japanese yew).

**policy, policy documents (see contract)****policy effective date**

The date your contract with us comes into effect. The 6-Week Headstart Trial Coverage is valid for a period of 6 weeks from 12:01am on your take home date. The 48 hour waiting period begins on the policy's effective date. This date is set out in your *Summary of Coverage*.

**policy number**

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

**policy-year**

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

**post-mortem**

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

**pre-existing condition**

Any condition a veterinarian provided medical advice, the pet received treatment for, a veterinarian determines began prior to, or the pet displayed signs or symptoms consistent with, or associated with, the stated condition prior to the effective date of the policy or during any waiting period. A diagnosis is not necessary.

**puppy**

A young dog aged 7 weeks up to 1 year.

**reimbursement**

The portion of total covered charges that we pay.

**reimbursement request (also called claim)**

An application for reimbursement that you submit to us.

**reproductive system**

For the purposes of eligibility for coverage for this insurance policy the reproductive system in either female dogs or cats is viewed to include the ovaries, uterus, uterine tubes, cervix, vagina and mammary glands. In male dogs or cats, the reproductive system includes the testicles, prostate gland, vas deferens and penis.

**secondary owner/joint owner**

A person who is listed on the insurance policy but is not the *Named Insured and primary Policyholder*.

**share, our share (see reimbursement)****share, your share (see co-insurance)****statutory conditions**

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

**Summary of Coverage**

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

**trauma**

Injury caused to the body, either by Blunt force trauma—when an object or force strikes the body, often causing concussions, contusions, deep cuts, or broken bones, or Penetrating trauma—when an object pierces the skin or body, usually creating an open wound.

**treatment**

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

**User Guide (also called guide)**

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

**veterinarian**

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

**veterinary vaccines**

Immunizations against vaccine-preventable disease, as set out and recognized by the Canadian Veterinary Medical Association.

**waiting period**

The period of time after your policy effective date that must elapse before there is coverage for an accident, illness or other event. There is no coverage for an accident or other event that occurs before the expiry of the applicable waiting period. There is no coverage for an illness if the onset of the illness is before the expiry of the applicable waiting period or shows clinical signs or symptoms during those durations even if the treatment for the accident or illness occurs after the expiry of the applicable waiting period.

**we, our, us**

Pets Plus Us, a division of PTZ Insurance Services Ltd, a wholly owned subsidiary of Pethealth Inc.

**you, your**

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

# STATUTORY CONDITIONS



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

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

## **Misrepresentation**

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of 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. Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein 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 change of title by succession, by operation of law, or by death.



## Material change

4. Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

## Termination

5. (1) This contract may be terminated,
  - (a) *by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;*

**Note:** On a day to be named by proclamation of the Lieutenant Governor, clause 5 (1) (a) of the Statutory Conditions set out in section 148 of the Act is repealed and the following substituted: (See: 2019, c. 7, Sched. 33, s. 5 (1))

- (a) *by the insurer giving to the insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered or delivered by prepaid courier if there is a record by the person who delivered it that the notice has been sent;*
  - (b) *by the insured at any time on request.*
- (2) Where this contract is terminated by the insurer,
  - (a) *the insurer shall refund the excess of premium actually paid by the insured over the proportionate premium for the expired time, but, in no event, shall the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified; and*
  - (b) *the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.*

- (3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

### **Requirements After Loss**

6. (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
  - (a) *forthwith give notice thereof in writing to the insurer;*
  - (b) *deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,*
    - (i) *giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of 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) *showing the amount of other insurances and the names of other insurers,*
    - (v) *showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,*
    - (vi) *showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,*

- (vii) *showing the place where the property insured was at the time of loss;*
  - (c) *if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;*
  - (d) *if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.*
- (2) The evidence furnished under clauses (1) (c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

### **Fraud**

7. Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

### **Who may give notice and proof**

8. Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

### **Salvage**

9. (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- (2) The insurer shall contribute proportionately towards any reasonable and proper expenses in connection with steps taken by the insured and required under subcondition (1) of this condition according to the respective interests of the parties.

### **Entry, control, abandonment**

10. After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited

agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

### **Appraisal**

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

### **When loss payable**

12. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period

### **Replacement**

- 13.(1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
  - (2) In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

### **Action**

14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

## Notice

15. Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

**Note:** *On a day to be named by proclamation of the Lieutenant Governor, section 15 of the Statutory Conditions set out in section 148 of the Act is repealed and the following substituted: (See: 2020, c. 36, Sched. 22, s. 3)*

## Notice

- 15.(1) Written notice may be given to the insurer in the following ways:
- 1. It may be personally delivered at the chief agency or head office of the insurer in the Province.*
  - 2. It may be sent by registered mail to the chief agency or head office of the insurer in the Province.*
  - 3. It may be delivered by electronic means. 2020, c. 36, Sched. 22, s. 3.*
- (2) Written notice may be given to the insured named in the contract in the following ways:
- 1. It may be personally delivered.*
  - 2. It may be delivered by prepaid courier to the latest address of the insured on the records of the insurer if there is a record by the person who has delivered it that the notice has been sent.*
  - 3. It may be sent by registered mail to the latest address of the insured on the records of the insurer.*
  - 4. It may be delivered by electronic means, if the insured consents to delivery by electronic means. 2020, c. 36, Sched. 22, s. 3.*

(3) In this condition, the expression “registered” means registered in or outside Canada.

R.S.O. 1990, c. I.8, s. 148; 2016, c. 5, Sched. 14, s. 3.



## CONTACT INFORMATION

Please stay in touch! Below are contact details if you have more questions about your coverage or need to change your personal information.

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

**Email us at: [info@petsplusus.com](mailto:info@petsplusus.com)**

**Visit on the web at: [petsplusus.com](https://petsplusus.com)**

Pets Plus Us pet insurance policies are underwritten by **Northbridge General Insurance Corporation**.

105 Adelaide Street, West  
Toronto, ON M5H 1P9

Phone : 1.855.620.6262 | Email : [info@nbfc.com](mailto:info@nbfc.com)

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