

## EVE Gift Policy Terms and Conditions

PetCare Insurance Brokers Ltd.

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### I. DEFINITIONS

#### INSURER

PetCare Insurance Brokers Ltd. ("PetCare") acting as the authorized agent on behalf of registered insurance companies in Canada as named on the Document of Insurance.

#### INSURED

The person(s) named on the Document of Insurance.

#### DOCUMENT OF INSURANCE

A written document provided to the Insured by the Insurer confirming the effective date of coverage for their Pet as well as the available coverage subject to the Maximum Benefit Amount stated within the document including indicated attachments and endorsements.

#### PET

The Insured's pet as described on the Document of Insurance.

#### ACCIDENT

An accident is a sudden, unexpected event, identifiable in time and place.

#### ILLNESS

A disease or sickness, defined by all signs and symptoms that result in a diagnosis of an illness regardless of the number of occurrences and body parts affected. All Illnesses are considered to be Bilateral Conditions unless otherwise noted.

#### CONDITION

Any manifestation of signs or symptoms resulting in a diagnosis of Injury or Illness, regardless of the number of incidents or areas of the body affected. All Conditions are considered to be Bilateral unless otherwise noted.

#### BILATERAL CONDITION

Any Condition, which may affect both sides of the body (example: cruciate ligaments, eyes, ears, limbs, lameness).

#### RECURRING CONDITION

A Recurring Condition is a curable Condition but may reappear for a number of reasons.

#### CHRONIC CONDITION

A Chronic Condition is a Condition that is likely to reappear, and is unlikely to be cured or may continue for some time.

#### PRE-EXISTING

Any Illness or Accident symptomatic, existing, diagnosed or treated prior to the coverage effective date.

#### TEMPORARY EXCLUSION

A type of exclusion for a Condition for which the Insurer will not be held liable for a time of no less than twelve months.

#### PERMANENT EXCLUSION

A type of exclusion for a Condition for which the Insurer will not be held liable for the lifetime of your Pet.

#### DEDUCTIBLE

The stated dollar amount of each payable claim for which the Insured is responsible for paying, as described in the Document of Insurance.

#### MAXIMUM BENEFIT AMOUNT

The most that the Insurer will pay for a claim made under any one type of coverage as described in the Document of Insurance. Maximum Benefit Amounts on Accidents are applied on a per Accident basis. Maximum Benefit Amounts on Illness Categories are applied on a Pet lifetime basis.

#### TERM

The policy term is for a period of forty-five (45) days only, from the effective date of the Policy. **Following this Term the policy will then be automatically cancelled.**

#### SUPPLEMENTAL COVERAGE

Any coverage included in the policy that is considered unrelated to veterinary fees for accidents and Illness Conditions. These coverages are provided in addition to, and will not reduce, any of the limits of insurance shown elsewhere on the Document of Insurance.

### II. INSURING AGREEMENT

In consideration of the payment of premium and in reliance upon statements contained in the application and/or provided by the Insured during enrolment including pet medical records, warranted by the Insured to be true, the Insurer hereby agrees to reimburse the Insured to the extent of the coverage limits provided. Insurer will reimburse the insured for paid veterinary fees up to the specified limits of coverage, for treatments to the Insured Pet, subject to covered Accident and/or Illness in accordance with the Terms and Conditions and limits of this insurance Policy. **Treatment must occur during the coverage period. Policy must be in force when claim form is submitted.**

This is a **Claims Made Policy**, not occurrence based.

### III. COVERAGE

For a claim to be payable by the Insurer, an authentic, Insurer claim form must be submitted to the Insurer which has been completed and signed by the Insured and the attending veterinarian or appropriate party. The completed claim form must include original receipts that have been paid in full. Medical records confirming the Illness or Accident did not exist prior to the coverage effective date will be required to process any claim.

#### First Time Illness

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for an illness which was not symptomatic, existing, diagnosed or treated prior to the coverage effective date (a "First Time Illness") to the Maximum Benefits stated in the policy. The Insurer shall not be liable for veterinary fees where the illness of the Insured's Pet is directly or indirectly related to, or results from, illness with respect to which the Insured's Pet visited or consulted a veterinarian, took tests or received treatment prior to the effective date of the policy.

#### Foreign Body Ingestion Removal

The Insurer will reimburse the Insured for the actual cost of required procedures (surgical or endoscopic) to remove a foreign body that the Insured's Pet has accidentally ingested to the Maximum Benefit Amount stated in the Policy.

#### Motor Vehicle Accident

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment should your Pet be involved in a motor vehicle accident and require medical treatment to the Maximum Benefit Amount stated in the Policy.

#### Defined Poison Ingestion

The Insurer will reimburse the Insured for the actual cost of the Pet's required veterinary treatment for accidental poison ingestion to the Maximum Benefit Amount stated in the Policy. Visual identification of toxin ingestion, toxin-specific clinical signs or resolution only after toxin-specific treatment is required.

#### Bone Fracture

The Insurer will reimburse the Insured for the actual cost of the Pet's required veterinary treatment for an accidental bone fracture (excluding teeth), other than fractures arising due to motor vehicle accident, to the Maximum Benefit Amount stated in the Policy.

#### Laceration

The Insurer will reimburse the Insured for the actual cost of the Pet's required veterinary treatment for an accidental laceration to the Maximum Benefit Amount stated in the Policy.

#### Burns

The Insurer will reimburse the Insured for the actual cost of the Pet's required veterinary treatment for an accidental burn, other than burns arising due to motor vehicle accidents, to the Maximum Benefit Amount stated in the Policy.

#### Allergic Reaction to Insect Bites/Stings

The Insurer will reimburse the Insured for the actual cost of the Pet's required veterinary treatment for an allergic reaction to an insect bite (excluding fleas and/or ticks) or sting to which the Insured/Owner's Pet has an adverse allergic reaction, to the Maximum Benefit Amount stated in the Policy.

### IV. SUPPLEMENTAL COVERAGE

#### Recovery Costs

The Insurer will reimburse the Insured for any costs of advertising or reward paid to the Maximum Benefit Amount stated in the policy if the Insured's Pet is lost or stolen. A claim form completed by the Insured, accompanied by all receipts for advertising and reward, including the name, address and telephone number of the person(s) the reward is paid to, are required to process the claim.

#### Microchip Migration

The Insurer will reimburse up to a maximum of **\$150**. (less the Policy deductible for Accident) for treatment to remove a migrated microchip. Malfunctioning chip and/or any resultant damage from migration are not covered. Deductible is waived for claims involving **24PetWatch** microchips.

### V. CONDITIONS OF COVERAGE

#### Medical Records

As a condition of coverage the Pet must receive an annual physical exam and all licensed vaccines as recommended by the Insured's veterinarian.

Proof of the above must be provided by the Insured in the form of complete medical records from all veterinary clinics that have seen the Pet. If there are no medical records for the Pet and/or the Pet has not attended a veterinary clinic within the past twelve months, the Insured agrees to have the pet taken to a licensed Veterinarian for a complete physical exam within twenty-one days from the coverage effective date. Any costs incurred for the obtaining, copying and forwarding of these required medical transcripts/records, is not available for coverage under the Policy Terms and Conditions. The Insurer is permitted to contact the Insured's veterinarian and request any information regarding the Pet. The Pet must be cared for in accordance with federal, provincial, and municipal laws, in the jurisdiction in which the Insured resides.

## VI. COVERAGE RESTRICTIONS

This forty- five day Gift Policy shall be subject to \$500. coverage limit per named peril (unless otherwise stated) and a \$75. deductible, per incident (unless otherwise stated).

All policies shall be subject to any/all Co-payments and Deductibles. See Appendix "A"

### Underwriting

Any Illness or Accident pre-existing to the effective date of the policy is not available for coverage. This includes illnesses that are existing, symptomatic and/or treated but not necessarily diagnosed, prior to the coverage effective date.

### Territorial Restrictions

This coverage is valid in Canada only.

### Product Limitations

Only one forty-five day Gift Policy can be issued per Pet in its lifetime.

Any Pet with a current PetCare Insurance Policy or any other pet insurance policy is not eligible for this forty-five day Gift Policy.

This forty - five day Gift Policy is limited to three pets per household.

Enrolment is available to dogs and cats from the age of eight weeks to six years.

### Cats

For cats, if Feline Immunodeficiency Virus (FIV) and/or Feline Leukemia Virus (FELV) has been noted, treated or diagnosed, prior to the coverage effective date, no Illness coverage is available under any of our programs.

### Dogs

For dogs, if Adult onset Demodex (after age five) has been noted, treated or diagnosed, prior to the coverage effective date, no Illness coverage is available under any of our programs.

### Cats and Dogs

For cats and dogs, Cruciate Ligaments, Hip Dysplasia and Patella Luxation, despite the cause, are considered to be Bilateral Conditions (affecting both sides of the body) and are not available for coverage under the Gift Policy limitations. Refer to Exclusions section #6, #7 and #8.

### Product Upgrades/Downgrades

While enrolled in this plan, the Insured may transfer to an alternative PetCare program by paying the alternative premium. In the event of the Insured opting to transfer the Insured's Pet to an alternative PetCare program, the

Maximum Benefit Amount payable with respect to an Illness will be restricted to the Maximum Benefit Amount payable under the policy that applied during the period in which such illness(es) was foreseeable, existing, diagnosed, or treated. If the level of coverage is lowered, the lower Maximum Benefit Amount shall apply.

### Timing

Accident and Illness coverage will be effective at 12:01 a.m. following the activation of the policy. The Policy Term is for a period of forty- five days only. **Following this Term the Policy will then be automatically cancelled.**

In order to receive coverage for illness(es) or injury(ies), which occur during the first twenty-four hours of coverage, proof of time of illness(es) or injury(ies) will be required.

### Duplicate Coverage

If at any time any claim arises under this insurance and there is any other insurance providing coverage to the Insured's Pet, this policy shall be deemed to be excess insurance. This policy will only respond to any claim, costs or expenses once all other valid and collectible insurance has been exhausted, and then only for the excess amount not covered by said other insurance, subject always to the Terms and Conditions of this policy.

### Appeal Process

In the event of any disagreement between the Insured and the Insurer, the Insured may appeal to either the Underwriting or Claims Manager and if not resolved to the Director of Administration and finally to the Chief Veterinary Advisor, Doctor of Veterinary Medicine.

### Subrogation Rights

In direct relation to any claim against the Insurer, the Insurer reserves the right to take legal action against other parties on the Insured's behalf at the cost of the Insurer.

## VII. EXCLUSIONS

The Insurer shall not be liable for any claim arising from, or as a result of:

1. Preventative and elective treatments/surgeries including, but not restricted to: vaccinations, cosmetic treatment/surgery, spaying (including for false pregnancy), neutering (including cryptorchid neuters), or any treatment/surgery relating to breeding or pregnancy.
2. Any excluded procedure, Accident or Illness.

3. Any Accident or Illness, with respect to which the Insured was advised by a veterinarian to take preventative measures, and did not comply.
4. Dental procedures and/or dental diseases.
5. Elective or cosmetic procedures.
6. Cruciate ligaments, caused by an Accident or otherwise, and associated conditions.
7. Hip Dysplasia caused by an Accident or otherwise, and associated conditions.
8. Luxating Patellas caused by an Accident or otherwise, and associated conditions.
9. More than one occurrence of a newly symptomatic or diagnosed preventable illness (i.e. vaccine reactions and flea allergy reactions/ flea bite allergy).
10. Dewclaw removal, tail docking, ear cropping, declawing and nail trimming.
11. Non-essential hospitalization or boarding.
12. All boarding and hospitalization exceeding a maximum limit of \$100. per covered Illness or Accident.
13. Behavioural problems, medications and/or behavioural consultations.
14. Food with the exception of 25% of the cost of prescription diet specifically prescribed by a veterinarian for an Illness.
15. Financial euthanasia.
16. Destruction of a Pet deemed "dangerous".
17. Any aftercare, such as cremation and/or funeral expenses.
18. Costs resulting from any Accident or Illness relating to the use of the Insured's Pet for occupational, professional, or business purposes.
19. Deductibles as described in the policy.
20. Any claim for an Illness or Accident, which was symptomatic, existing, diagnosed or treated prior to the coverage effective date.
21. Any costs related to mistreatment, injury or neglect caused to the Pet by the Insured, any member of the Insured's household, or anyone employed or contracted by the Insured.
22. Claims for monies over and above the Maximum Benefit Amounts of the policy.
23. Any aids, including mechanical devices or otherwise (including but not limited to monitoring machinery, carts and diapers) and/or any palliative care. This does not include veterinary attended or clinically monitored care.
24. Any claim as a result of:
  - a. Earthquake;
  - b. Invasion, war or civil war, insurrection, rebellion, revolution, terrorist acts, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared or not;
  - c. Any nuclear incident or radioactive contamination;
  - d. any viral epidemic; viral pandemic

#### RENEWAL

The policy is non-renewable.

#### VIII. STATUTORY CONDITIONS

The Insurance Act requires these conditions be part of every policy where the peril of fire is covered. These statutory conditions apply to the above perils and all other coverages and endorsements attached.

#### Misrepresentaion

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

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

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

#### Material Change

Any change material to the risk and within the control and knowledge of the Insured/Owner voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or their authorized representatives, 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/Owner in writing that, if they desire the contract to continue in force they must within fifteen days of 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

This contract may be terminated:

- 1) By the Insurer or their authorized representative;
  - a) For non-payment, giving to the Insured fifteen days written notice of termination by registered mail or five days written notice of termination personally delivered. The fifteen days will commence on the day following the receipt of the registered letter at the post office to which it is addressed.
  - b) Without cause, by giving ninety days written notification by regular mail to current address on file.

- 2) By the Insured at any time on request by advanced written notification with a minimum retained premium of one month plus 100% of any paid fees.

Where the contract is terminated by the **Insurer**:

The Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but, in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and 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 reasonably practicable.

Where this contract is terminated by the **Insured**:

The Insurer shall refund as soon as reasonably practicable, the excess of the 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, including fees paid.

The refund may be made by money, postal or express company money order, bank draft or cheque payable at par.

Once this contract is terminated, there shall be no further claims against it. This is a Claims Made Policy. Treatment being claimed for must occur while coverage is in force and be presented to Insurer for reimbursement within thirty days of policy coverage lapse.

**Notwithstanding the above, this policy automatically terminates forty-five days from the effective date.**

#### Requirements After Loss

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 the Policy Terms and Conditions:

- Forthwith give notice in writing to the Insurer,
- Deliver as soon as reasonably practicable to the Insurer a proof of loss verified by 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 the amount of the 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 of the procurement, means or connivance of the Insured.
- (iv) Showing the amount of other insurances and the names of the 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 change 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 the loss.

#### Examination Under Oath

After a loss, which may be Insured under this policy, you shall as often as we reasonably require:

- Submit to examinations under oath, and
- Produce or cause to produce in good faith employees, members of your household or others for examinations under oath to the extent it is within your power to do so.

#### Fraud

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, and any such claim shall be null and void.

#### Who May Give Notice and Proof

Notice of loss may be given and proof of loss may be made by the authorized agent or representative of the Insured/Owner named in the contract in case of absence or inability of the Insured/Owner 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/Owner refuses to do so, by a person to whom any part of the insurance money is payable.

#### When Loss is Payable

The loss is payable within thirty days after completion of the proof of loss and submission of all required documentation.

#### Action

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

- Three years in the Province of Quebec.

- Policy must be in force when claim form is submitted.
- This is a **Claims Made Policy**, not Occurrence based.

Notice

Any written notice to the authorized agent of the Insurer may be delivered at, or sent by registered mail to:

PTZ Insurance Brokers Ltd.  
710 Dorval Drive, Suite 400  
Oakville, Ontario L6K 3V7

Insurance Underwriters:

- Lombard General Insurance Company of Canada, 105 Adelaide Street West, Toronto, ON M5H 1P9

**APPENDIX "A"**  
**Maximum Benefit Amounts**  
**Deductible Per Incident for Accidents**  
**Deductible Per Condition for Illnesses**

COVERAGE	MAXIMUM BENEFIT AMOUNT	DEDUCTIBLE
First Time Illness	\$500.	\$75.
Foreign Body Ingestion	\$500.	\$75.
Motor Vehicle Accident	\$500.	\$75.
Defined Poison Ingestion	\$500.	\$75.
Lacerations	\$500.	\$75.
Burns	\$500.	\$75.
Bone Fractures	\$500.	\$75.
Allergic Reaction to Insect Bites	\$500.	\$75.
Recovery Cost	\$150.	No deductible
Microchip Migration	\$150.	\$75. <small>*Waived for 24PetWatch MicroChip</small>