

## EMERGENCYCARE INSURANCE POLICY TERMS AND CONDITIONS

### DEFINITIONS

#### INSURER

Praetorian Insurance Company, New York, NY as is named on the Document of Insurance.

#### INSURED

The person(s) that is named on the document of insurance.

#### PET

The insured's pet named on the document of insurance.

#### DOCUMENT OF INSURANCE

A written document that is sent to the Insured by the Insurer that shows the start date for the coverage of their pet as well as the coverage that is available and the Maximum Benefits.

#### ILLNESS CONDITION

A Condition is all signs and symptoms that result in the same diagnosis of one accident in spite of the number of times and the body parts affected. All Conditions are deemed to be Bilateral unless noted. See Appendix «A» for more details.

#### BILATERAL CONDITION

A Condition that may affect both sides of the body.

#### DEDUCTIBLE

The stated dollar amount for which the Insured is liable. See Appendix «A» for more details.

#### EXCESS

The amount of a claim that is not payable due to the limits as shown in the Terms and Conditions of the policy.

#### MAXIMUM BENEFIT

The most the Insurer will pay as shown on the Document of Insurance. The Maximum Benefits on accidents are applied on a per incident basis.

#### TERM

A term is for the twelve months starting on the effective date as shown on the Document of Insurance.

### SUPPLEMENTAL COVERAGE

This is coverage in the policy that is deemed to be not related to the veterinary fees.

#### RECOVERY SYSTEM

Electronic device or related non-permanent identification device that includes a 24-hour dog and cat support network.

### INSURING AGREEMENT

Upon the payment of the premium by the Insured and in trusting the Insured's statements on the application form to be true, the Insurer does agree to cover the Insured to the extent of the Maximum Benefits as shown on the Document of Insurance. This is subject to the Terms, the Conditions and the limits of the policy.

### COVERAGE

This coverage only applies if the pet has a recovery system.

For a claim to be made payable by the Insurer, a claim form must be sent to the Insurer which has been filled out and signed by both the Insured and the attending veterinarian or a qualified party. The completed claim form must include the original receipts that have been paid in full. The Coverages include:

#### VETERINARY FEES

The Insurer will pay the Insured for the cost of needed treatment should your pet be lost and need emergency care while still lost and is brought to a veterinary clinic for treatment by the person who finds the insured pet, to the Maximum Benefits of the policy. Coverage includes accidents and illnesses that need emergency care. This does not include congenital, hereditary defects, Cancer and all pre-existing conditions.

#### RECOVERY COSTS – SUPPLEMENTAL COVERAGE

The Insurer will pay the Insured for the costs of advertising or offering a reward paid to the Maximum Benefits of the policy if the Insured's pet is lost or stolen. A completed claim form, along with all receipts for advertising and reward, including the name, address and phone number of the person(s) the reward is paid to, are needed.

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**CONDITIONS**

The Insured's pet must be in good health and have received all of the vaccines that have been advised by the Insured's veterinarian. The pet must also be receiving or have received any tests, treatments, or course of treatments advised by the Insured's veterinarian.

As a condition of this insurance the Insured's pet must have an annual physical exam and all of the vaccines as advised by the Insured's veterinarian.

Proof of the annual exam needs to be in the form of complete medical records. This includes all of the clinics that have seen and/or treated the Insured's pet.

The Insurer is allowed to request all of the information that pertains to the Insured's pet.

The Insured's pet must be cared for as per all of the pet related Federal, State, and municipal laws in the area in which the Insured lives.

If the Insured does choose to change to a program with a higher level of benefits, the Maximum Benefits payable will be limited to those which applied at the time in which the Condition(s) was first noted, diagnosed, or treated. If the level of coverage is lowered, then the lower of the Maximum Benefits will apply.

In order to receive the benefits for an accident(s) that has occurred during the first 24 hours of coverage proof of the date and time will be needed.

If at any time a claim is made under this insurance and there is any other insurance that will provide coverage to the Insured's pet, then this policy shall be deemed to be the excess insurance.

This policy will only respond to claims, costs or expenses once all of the other valid insurance has been used, and then only for the excess amount not covered by the said other insurance. This is subject always to the Terms and the Conditions of this policy.

If any false or fraudulent claim is made against this policy

in any way, or the Insured fails to meet with all of the Terms and Conditions of the policy, then the claim will be denied.

In the event of a conflict between the Insured and the Insurer, the matter will then be turned over to an advisory board made up of licensed veterinarians. If the matter is not closed, an independent, mutually agreed upon veterinarian shall be appointed. This veterinarian's decision shall be final and binding.

All policies shall be subject to any/all Co-insurance and Deductibles (See Appendix "B").

This coverage is valid in the continental United States and for a period of up to 182 days while travelling in Canada.

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

**EXCLUSIONS**

The Insurer shall not be liable for:

1. Preventative and elective treatments/ surgeries including but not restricted to cosmetic treatment/surgery, spaying (including for false pregnancy), neutering (including crypt orchid neuters), or any treatment /surgery relating to breeding or pregnancy.
2. Claims that take place from, or as a result of, any excluded procedure, accident or illness condition.
3. Claims that take place from any accident with respect to which the Insured was advised by a veterinarian to take preventative measures, and did not meet the terms.
4. Claims that take place from congenital or hereditary defects and associated conditions.
5. Claims that take place from Cancer and associated conditions.
6. Claims for dental procedures and/or dental diseases.
7. All elective/cosmetic procedures.
8. All dew claw removal, tail docking, ear cropping, de-clawing and nail trimming.

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- 9. All non-essential hospitalization.
- 10. Behavioral problems and/or consultations.
- 11. Food.
- 12. Financial euthanasia.
- 13. Destruction of a pet that was deemed “dangerous”.
- 14. Any aftercare, such as cremation and/or funeral expenses.
- 15. Costs that result from any accident that is related to the use of the Insured’s pet for occupational, professional, or business purposes.
- 16. All deductibles as described in the policy.
- 17. Any claims for an Illness or Accident that arose prior to the policy.
- 18. All costs related to mistreatment, injury or neglect caused by the Insured, any member of the Insured’s household, or anyone employed or contracted by the Insured.
- 19. Claims for monies over and above the maximum benefits amount of the policy.
- 20. 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

**EXTENSION OF POLICY**

Upon each anniversary date of the policy Term, the policy will then be extended for a further 12 month Term unless the Insurer is advised otherwise, in writing.

**EXPANSION OF POLICY**

If the Insurer makes changes to the policy in terms of conditions, exclusions or endorsements with no change or increase in premium to the Insured, this policy will be expanded in view of that.

**MISREPRESENTATION**

Any and all false statements, claims, or leaving out of information made by the applicant/Insured will then result in the claim being denied.

**CHANGE OF INTEREST**

The Insurer is liable for loss or damage that has occurred after an authorized assignment under the applicable laws or change of title by succession, by operation of law, or by death.

**TERMINATION OF INSURANCE**

**This contract may be terminated:**

- 1. By the Insurer or an authorized person giving the Insured 15 days’ written notice. The 15 days will take effect on the day following the confirmation of the letter’s receipt at the post office from which it was mailed; or
- 2) By the Insured at any time by written request with no less than 1 month premium retained.

In the event the Insured or the Insurer terminates the Policy, any receipts for open or new claims that occurred during the Term must be sent in within 90 Days of the termination. After such time, the Insurer will then deem all claims closed and no longer payable. No losses that occur after the date of termination shall be payable under this Policy.

**REQUIREMENT AFTER THE LOSS:**

Upon the event of any claimable loss, the Insured will then:

- 1) Observe the requirements of the policy Terms and Conditions
- 2) Deliver a completed and signed claim form along with the original receipts

**EXAMINATION UNDER OATH**

After a loss or claim, which may be payable under this policy, the Insured shall as often as the Insurer reasonably requires:

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

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### **WHO MAY GIVE NOTICE AND PROOF**

If the Insured is absent or unable to give notice, then an authorized agent or a representative of the Insured may give Notice of loss and may make proof of loss. The absence and inability must be well accounted for.

### **WHEN LOSS IS PAYABLE**

A loss is payable within 60 days after the Insurer receives a completed and signed claim form and the proof of loss.

### **ACTION**

All claims for an active policy must be received by the Insurer within one year after the date of loss. For terminated policies see "Termination" for more details.

### **NOTICE**

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

PetCare Insurance Agency, Ltd.  
PetCare Insurance Brokers Ltd.  
PTZ Insurance Agency, Ltd.  
P.O.Box 2150  
Buffalo, NY 14240-2150

### **Insurance Underwriter:**

Praetorian Insurance Company  
Wall Street Plaza  
88 Pine Street  
New York, NY 10005

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**APPENDIX “A”**

Coverages, Coverage Amounts  
and Deductibles per Incident \$50.00

Coverage	Maximum Limit	EmergencyCare Product Deductible
Veterinary Fees	\$3,000	\$50
Recovery Costs	\$250	\$50