



## **ShelterCare Policy Terms & 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 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 Benefits stated within the document including indicated attachments and Endorsements.

#### **CONDITION**

A Condition is defined as all signs and symptoms that result in a diagnosis of one illness or accident regardless of the number of occurrences and body parts affected. All Conditions are considered to be Bilateral unless otherwise noted.

#### **ILLNESS CONDITION**

An Illness Condition is defined as all signs and symptoms that result in a diagnosis of an illness regardless of the number of occurrences and body parts affected. All Illness Conditions are considered to be bilateral unless otherwise noted.

#### **ACCIDENT**

An unforeseen, unexpected event that may result in damage or harm.

#### **MOTOR VEHICLE ACCIDENT**

An unforeseen, unexpected event with a motorized vehicle that may result in damage or harm.

#### **ACCIDENTAL BONE FRACTURE**

A condition in which a bone is cracked or broken unexpectedly.

#### **DEFINED POISON INGESTION**

Unexpected, unforeseen event in which a defined poison is ingested. Visual identification of the toxin ingestion, toxin-specific clinical signs or

resolution, only after the toxin-specific treatment, is required.

#### **BILATERAL CONDITION**

A 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.

#### **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 the pet.

#### **DEDUCTIBLE**

A Deductible is the stated dollar amount of each payable claim for which the insured is responsible..

#### **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**

Maximum Benefits are the most that the Insurer will pay as described in the Document of Insurance.

#### **TERM**

A term is for 30 days starting on the effective date as shown on the Document of Insurance.

### **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 will reimburse the insured for covered claims falling within and subject to the Terms and Conditions and Limits of this Insurance Policy. This policy only applies to covered costs, expenses, and other reimbursable amounts incurred during the policy period. All claims are to be submitted in writing to the insurer as soon as practicable, and in accordance with the terms and conditions of notice as outlined in this policy.

## **COVERAGE**

For a claim to be made 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 Condition did not exist prior to the inception of the policy will be required to process any claim.

The following fees and events are covered to the extent of the limits of coverage, and subject to any and all applicable terms, conditions, and exclusions as outlined in this policy:

### **VETERINARY FEES – ACCIDENTS**

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for all accidents to the extent of the limits of coverage, and subject to any and all applicable terms, conditions, and exclusions as outlined in this policy. Accidents are categorically listed as follows; Foreign Body Ingestion requiring surgical or endoscopic removal, Motor Vehicle Accident, Accidental Bone Fractures (not including teeth), Defined Poison Ingestion, Lacerations, Insect Bites and Stings (excluding fleas and ticks).

### **VETERINARY FEES – ILLNESSES**

The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for the following illnesses to the extent of the limits of coverage, and subject to any and all applicable terms, conditions, and exclusions as outlined in this policy.

Illnesses categorically listed as:

### **INFECTIOUS DISEASES**

#### **Intestinal Parasites**

The Insurer will pay the Insured for the cost of needed treatment for an intestinal parasite, to the Maximum Benefits of the policy. This must be positively diagnosed by a fecal test. Intestinal parasites include Roundworms, Hookworms, Whipworms, Tapeworms, Coccidia, Giardia, Toxoplasma.

#### **Urinary Tract Infection**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's Urinary Tract Infection to the Maximum Benefits of the policy. This does include Feline Lower Urinary Tract Disease.

#### **Upper Respiratory Tract infection**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's Upper Respiratory Tract Infection, to the Maximum Benefits of the policy. This includes treatment for Kennel Cough (infectious tracheobronchitis), This does not include Pneumonia or other Lower Respiratory Tract Diseases.

#### **Mange/ Mite/ Ringworm Infection**

The Insurer will pay the Insured for the cost of needed treatment for definitively diagnosed sarcoptic and demodectic mange / mite and ringworm infection to the Maximum Benefits of the policy. Positive skin scraping/ skin testing is required.

#### **Parvovirus/ Feline Panleukopenia**

The Insurer will pay the Insured for the cost of needed treatment for definitively diagnosed parvovirus / feline panleukopenia to the Maximum Benefits of the policy. Positive testing is required.

#### **Heartworm Disease**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's definitively diagnosed heartworm disease to the Maximum Benefits of the policy. Positive testing is required.

#### **Tick Borne Disease**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's definitively diagnosed tick borne disease to the Maximum Benefits of the policy. Tick Borne Disease includes Lyme Disease, Ehrlichiosis and Coccidiomycosis( Valley Fever). Positive testing is required.

### **EAR ILLNESSES**

The Insurer will pay the Insured for the cost of needed treatment for the pet's ear illnesses to the Maximum Benefits of the policy. This includes Any illness within, or affecting all or part of the ears or the ear area such as Otitis Externa, Otitis Media, Otitis Interna and Aural Hematomas caused by the ear infection.

### **EYE ILLNESSES**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's illness conditions pertaining to the eyes to the Maximum Benefits of the policy. Coverage is excluded for the following Conditions; uveitis, cataracts, collie eye anomaly, ectropion, entropion, enophthalmos, exophthalmus, eyelash disorders, glaucoma, iris atrophy, progressive retinal atrophy, retinal degeneration and detachment, ocular carcinomas, optic neuritis.

## **FLEA ALLERGY DERMATITIS**

The Insurer will pay the Insured for the cost of needed treatment for the Pet's diagnosed flea allergy dermatitis (FAD) to the Maximum Benefits of the policy. Only one occurrence of a newly symptomatic or diagnosed preventable illness such as flea allergy dermatitis will be paid. Refer to Exclusions section, Point 18.

## **COVERAGE RESTRICTIONS**

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, then no Illness coverage is available.

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

For cats and dogs, Cruciate Ligaments, Hip Dysplasia, Patella Luxation, Fragmented Cartilage (OCD), and Fragmented Coronoid Process, despite the cause, are considered to be bilateral conditions (affecting both sides of the body) and are classed under the Musculoskeletal Illness Category. The Musculoskeletal Illness Category is not available on this Policy.

## **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. 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 Insured's pet.

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 must be provided by the Insured in the form of complete medical records from all veterinary clinics that have seen the Insured's pet.

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 Insured's pet. The Insured's pet must be cared

for in accordance with Federal, State, and Municipal laws, in the jurisdiction in which the Insured resides.

## **Product UpGrades/DownGrades**

In the event of the Insured opting to transfer the Insured's pet to a program with higher benefits, the Maximum Benefit payable with respect to an Illness Category will be restricted to the Maximum Benefit payable under the policy that applied during the period in which such illness(es) was first noted, diagnosed, or treated. If the level of coverage is lowered, the lower Maximum Benefits shall apply.

## **Timing**

Coverage will be effective at 12:01 a.m. two days following the sign up and enrolment of the Pet. The Policy Term is for a period of thirty days only.

**Following this Term the Policy will then be automatically cancelled.**

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

## **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.

## **Fraud**

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.

## **Binding Arbitration**

In the event of any disagreement between the Insured and the Insurer, the matter will be referred to PetCare's Veterinary Advisor.

## **Underwriting**

All policies shall be subject to any/all Deductibles.

Any Illness or Accident pre-existing to 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

The Insurer has the right to place Temporary or Permanent Exclusions on a policy with respect to

any accident(s) or illness condition that may have occurred prior to the policy.

#### Territorial Limits

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

#### Waiver of Subrogation

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 vaccinations, cosmetic treatment/surgery, spaying (including for false pregnancy), neutering (including crypt orchid neuters), or any treatment /surgery relating to breeding or pregnancy.
2. Claims arising from, or as a result of, any excluded procedure, accident or illness condition.
3. Claims arising from any accident or illness condition with respect to which the Insured was advised by a veterinarian to take preventative measures, and did not comply.
4. Claims for dental procedures and/or dental diseases.
5. Elective/cosmetic procedures.
6. Dew claw removal, tail docking, ear cropping, de-clawing and nail trimming.
7. Non-essential boarding and/or hospitalization.
8. Behavioral problems, medications and/or consultations for this.
9. Food with the exception of 25% of the cost of prescription diet specifically prescribed by a veterinarian for an Illness Condition to a maximum of 6 months.
10. Financial euthanasia.
11. Destruction of a pet deemed "dangerous".
12. Any aftercare, such as cremation and/or the funeral expenses.
13. Costs that may result from an accident or Illness Condition relating to the use of the Insured's pet for occupational, professional, or business purposes.
14. All deductibles as described in the policy.
15. All claims for an Illness Condition or Accident that arose prior to the policy.
16. 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.

17. Any costs related from mistreatment, injury or neglect caused by the Insured, any member of the Insured's household, or anyone employed or contracted by the Insured.
18. More than one occurrence of a newly symptomatic or diagnosed preventable illness (i.e. Flea Allergy).
19. Claims for monies over and above the maximum benefits of the policy.
19. All boarding and hospitalization exceeding a maximum limit of \$100 per covered Condition or Accident.
20. Claims as a result of:
  - a. Earthquake, Flood;
  - 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. viral epidemic, viral pandemic

#### **RENEWAL**

The policy is non-renewable.

#### **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**

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.

#### **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:

By the Insurer or their authorized representative 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.

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 an open or new claim that did occur 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 not payable. No losses that occur after the date of termination shall be payable under this Policy.

**Notwithstanding the above, this policy automatically terminates thirty days from the effective date.**

**REQUIREMENT AFTER THE LOSS:**

Upon the occurrence 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 insured 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.

**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:

ShelterCare Pet Insurance Programs  
P. O. Box 2150 Buffalo NY 14240 - 2150

Insurance Underwriter:  
Praetorian Insurance Company