

# Policy Terms, Conditions, and Benefits of Insurance

Written in Plain English!

Please Read Carefully and Attach to Your Document of Insurance

FORM CAATC092006



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**SecuriCAN**  
GENERAL INSURANCE COMPANY

Underwritten by SecuriCan  
General Insurance Company

## **I: INSURING AGREEMENT:**

When you pay Your premium, We will provide insurance Coverages and Benefits for Your Pet dog or cat. These Benefits are shown on Your Document of Insurance and Schedule of Maximum Benefit Amounts, and subject to the terms, conditions and limitations of this policy. If You make a claim and Your premium payments are not up-to-date We will not adjust or pay Your claim. Unless stated otherwise, all insurance Coverages provided are subject to Co-Insurance and any applicable Deductible, as specified.

## **II: WHAT WE WILL COVER: a description of insured coverages and benefits:**

### **i: VETERINARY SERVICES:**

Coverage under this section applies to all Plans. See Your Document of Insurance and Schedule of Maximum Benefit Amounts for more information. Insured Veterinary Services include veterinary care professional fees, hospitalization, dentistry, surgery, diagnostics, medication, nursing care, prescription food, specialist referral, medical devices, alternative therapies and behavioural therapies, as specifically indicated on Your Coverage Plan.

#### **Compact Plan:**

Under this Plan, We will reimburse You for the costs of insured Veterinary Services Your Pet has received for any Accident. Each Incident has a Maximum Payable limit shown on the Schedule of Maximum Benefit Amounts printed on the reverse side of Your Document of Insurance.

#### **Intermediate and Luxury Plans:**

Under these Plans, We will reimburse You for the costs of insured Veterinary Services Your Pet has received for any Illness or Accident. Each Benefit has a Maximum Annual Claimable limit shown on the Schedule of Maximum Benefit Amounts printed on the reverse side of Your Document of Insurance.

### **ii: SPECIAL COVERAGE BENEFITS:**

**1. Prescription Food - ALL PLANS:** We will cover prescription food prescribed by Your veterinarian to a Maximum Payable amount of \$75 annually for all conditions combined. This limit is in addition to Your limit of Coverage for Veterinary Services as specified in the Schedule of Maximum Benefit Amounts. There is no Deductible applied to this Coverage however Co-Insurance is applied.

**2. Medical Devices - ALL PLANS:** Subject to prior approval by Us, We will cover medical devices to a Maximum Payable amount of \$300 annually for all conditions combined. This Benefit amount is in addition to Your limit of Coverage for Veterinary Services as specified in the Schedule of Maximum Benefit Amounts. There is no Deductible applied to this Coverage however Co-Insurance is applied.

**3. Specialist Referral - ALL PLANS:** We will pay the cost of specialist services only if referred directly by Your veterinarian. Specialists must have proper accreditation in their field of expertise and may be required to show proof of this accreditation on Our request.

#### **4. Alternative Therapies - ALL PLANS:**

- We will pay for alternative therapies Your Pet has received for Treatment of an insured Illness or Accident. This Coverage includes acupuncture, chiropractic, physiotherapy, hydrotherapy, massage therapy and homeopathy.
- The maximum Payable amount is \$300 per year for all conditions and alternative therapies combined. This Benefit amount is in addition to your limit of Coverage for Veterinary Services as specified in the Schedule of Maximum Benefit Amounts. There is no Deductible applied to this Coverage however Co-Insurance is applied.

#### **5. Behavioural Therapies - INTERMEDIATE AND LUXURY PLANS:**

- We will pay for veterinary consultations to diagnose and subsequently treat behavioural problems and, if referred by Your veterinarian, the cost of Treatment by a certified animal behavioural therapist to treat abnormal behavioural activity in Your Pet.
- The Maximum Payable Benefit amount is \$200 for behavioural therapies per year. This Benefit amount is in addition to Your limit of Coverage for Veterinary Services as specified in the Schedule of Maximum Benefit Amounts. There is no Deductible applied to this Coverage however Co-Insurance is applied.

**6. Dental Care - LUXURY PLAN:** We will cover the cost of any Treatment for dentistry involving tooth extractions or root canal procedures caused by an illness or accident. Coverage is limited to the Maximum Benefit amount payable as shown on Your Schedule of Maximum Benefit Amounts printed on the reverse side of Your Document of Insurance.

### **iii: BOARDING KENNEL & CATTERY FEES - INTERMEDIATE AND LUXURY PLANS:**

We will pay the cost of boarding Your Pet at a licensed kennel, cattery or with someone who does not live with You that is looking after Your Pet. We will pay up to a Maximum of \$25 per day. This Coverage is only available if You are hospitalized for at least two days, and only for the time period you are hospitalized, not including recovery time at home. The limit of Coverage shown on Your Document of Insurance and Schedule of Maximum Benefit Amounts applies to each new incident. There is no Co-Insurance or Deductible applied to this Coverage.

### **iv: ADVERTISING & REWARD - ALL PLANS:**

We will pay for the cost of advertising and reward money if Your Pet is stolen or goes missing. You must report Your Pet missing with at least one of the appropriate agencies in Your area (examples: local shelter, humane society, animal services). The limit of Coverage shown on Your Document of Insurance and Schedule of Maximum Benefit Amounts applies to each new incident. There is no Co-Insurance or Deductible applied to this Coverage.

### **v: HOLIDAY CANCELLATION - ALL PLANS:**

We will pay any travel and accommodation expenses You cannot recover if You have to cancel or cut short a holiday because Your Pet is injured or becomes ill and requires life saving Treatment while You are away or up to 7 days before You leave. The limit of Coverage shown on Your Document of Insurance and Schedule of Maximum Benefit Amounts applies to each new incident. There is no Co-Insurance or Deductible applied to this Coverage.

### **vi: DEATH FROM ILLNESS - INTERMEDIATE AND LUXURY PLANS:**

We will pay the price You paid for Your Pet in the event of death or if Your Pet needs to be euthanized by a veterinarian to terminate suffering as a result of an

incurable Illness. The limit of Coverage is shown on Your Document of Insurance and Schedule of Maximum Benefit Amounts. If You did not pay for Your Pet, or have no formal proof of how much You paid, We will pay \$100 for cats and \$150 for dogs. There is no Co-Insurance or Deductible applied to this Coverage.

**vii: DEATH FROM ACCIDENT - ALL PLANS:**

We will pay the price You paid for Your Pet in the event of death or if Your Pet needs to be euthanized by a veterinarian as a result of an Accident. The limit of Coverage is shown on Your Document of Insurance and Schedule of Maximum Benefit Amounts. If You did not pay for Your Pet, or have no formal proof of how much You paid, We will pay \$100 for cats and \$150 for dogs. There is no Co-Insurance or Deductible applied to this Coverage.

**viii: THIRD PARTY PROPERTY DAMAGE LIABILITY - INTERMEDIATE AND LUXURY PLANS:**

If property is damaged as a result of an incident involving Your Pet, We will pay for:

1. Compensatory damages and costs awarded against You by a court if it decides that You are legally responsible for the property damage, up to the limit specified on Your Document of Insurance and Schedule of Maximum Benefit Amounts.
2. If We agree, the legal cost and expenses for defending a claim against You.

Under this section, 'You' and 'Your' mean You or any person handling Your Pet with Your permission. You are responsible to pay the first \$500 of any claim.

Third Party Property Damage Liability Special Conditions:

- You must not admit responsibility, agree to pay any claim or negotiate with any other person following an incident.
- You agree to provide any information We reasonably ask for.
- You must allow Us to take charge of Your claim and allow Us to prosecute in Your name for Our benefit.
- You must immediately send Us any writ, summons or legal document You receive and You must never send any replies to them.

Limit where more than one policy applies: You or other persons may have a right to claim from more than one insurance policy. If You have other insurance in force that would cover You for the damages described above, this policy will be considered excess insurance and We will not pay any loss or claim until the amount of such other insurance is used up.

There is no Co-Insurance applied to this liability Coverage.

**III: WHAT WE WON'T COVER: conditions and limitations:**

Under the COMPACT PLAN, We will not pay for:

1. Accidents arising from the pet's known behavioral problem.
2. Any ligament or joint problems (example: cruciate ligament rupture or joint dislocation) except where the ligament or joint problem results directly from an Accident.
3. Soft tissue or muscle inflammation developed through a pet's normal activity such as a pet's normal activities such as jumping, running, slipping, tripping or playing.
4. Treatment for arthritis and/or degenerative joint problems.
5. Illness developed by drinking contaminated stagnant water.
6. Any consequential damage as a result of any Accident (Example: future Treatment(s) for liver damage as a result of poisoning).
7. Treatment of an allergic reaction to flea bites.

Under BEHAVIOURAL THERAPIES, We will not pay for:

1. Obedience or training classes, including puppy classes.
2. Training or correctional devices or preventive products.
3. The Treatment of coprophagia or other eating disorders.

Under BOARDING KENNEL & CATTERY FEES, We will not pay for:

1. Any cost resulting from Your having to be hospitalized for an Illness or injury which first occurred or showed symptoms before Your Pet was insured or within the waiting period.
2. Any cost resulting from You being pregnant or giving birth.
3. Any cost resulting from You being hospitalized for Treatment for alcohol or drug abuse or addiction, attempted suicide, self-inflicted injuries or cosmetic surgery.

Under ADVERTISING & REWARD, We will not pay for:

1. Any reward that We have not agreed to before You advertise it.
2. Any reward not supported by a signed receipt from the person who found Your Pet.
3. Any reward paid to a member of Your family, or a person living with You or employed by You.

Under HOLIDAY CANCELLATION, We will not pay for:

1. Any costs relating to a holiday You booked less than 28 days in advance.
2. Any cost of cancellation insurance.

Under the DEATH BENEFITS, We will not pay for:

1. Any dog aged 8 years or over; any cat aged 10 years or over if the death is a result of an Illness.
2. Any amount if the death results from a condition specified as excluded on Your Document of Insurance or which is generally not covered within the terms of Your policy.
3. Any amount if a veterinarian has not seen the pet, is not able to verify the death and therefore is unable to sign the death claim form.

Under THIRD PARTY PROPERTY DAMAGE LIABILITY, We will not pay for:

1. Any damages, costs and expenses if You admit responsibility to anybody or offer to pay or settle a claim against You.
2. Any costs or expenses defending You that We have not agreed to beforehand.
3. Exemplary or punitive damages.
4. Any damages, costs and expenses:
  - resulting from an incident that took place as a result of Your profession, occupation or business.
  - if You are legally responsible only because of a contract You have entered into.
  - if the property damaged belongs to You or any person who lives with You or is employed by You.
  - if You are deemed responsible under the laws outside of Canada.
  - if You are responsible for air, water or soil pollution, unless it can be proved that the pollution took place immediately after and as a result of an Accident involving Your Pet.
  - should Your Pet be deemed a dangerous pet under Federal, Provincial or Municipal law.

General Conditions applicable to ALL types Coverage:

1. We will not pay for the cost of any Treatment You choose to have done that is not directly related to an Illness or Injury. This includes general health improvers or preventive Treatments such as vaccinations, nail trims and routine anal gland expression.
2. We will not pay for the cost of flea control.
3. We will not pay for food used for weight control, growth, maintenance or dental health.
4. We will not pay for orthodontic or cosmetic dentistry costs.
5. We will not pay for the removal of deciduous teeth (baby teeth) regardless of the reason for removal.
6. We will not pay for the costs of treating an Illness, Injury or condition deliberately caused by You or anyone living with You.
7. If you choose to have Your veterinarian make a house call rather than an in-practice call, We will pay only the cost of a regular examination fee.
8. If Your Pet is euthanized, We will only pay the cost if it was recommended by Your veterinarian as the direct result of an Illness or Injury. We will not pay for the cost of cremation or burial.
9. We will not pay for costs resulting from an Accident, Illness or condition specified as excluded on Your Document of Insurance or generally not covered within these Terms and Conditions.
10. If Your Pet is used for professional, occupational or business purposes, We will not pay the cost of any Illness or Injury resulting directly from these activities unless Coverage is pre-approved by Us.
11. We will not provide Illness Coverage for cats diagnosed with or showing Clinical Signs of FIP, FIV, or FELV prior to enrollment or during the waiting period.
12. We will not pay for costs resulting from pregnancy or at whelping/queening for:
  - Routine procedures such as aftercare of litter.
  - Pets with hereditary defects or where a veterinarian has advised against breeding.
  - Bulldog Breeds and Boston Terriers.
  - Pets due to give birth within 30 days of the start of their policy.
13. We will provide coverage for medications only if they have a Drug Identification Number (D.I.N.) or Natural Health Product Number (N.H.P.).
14. We will not pay for the cost of treating umbilical hernias.
15. We reserve the right to restrict Veterinary Service costs to an amount no greater than the amount specified by the fee guide applicable in Your province of residence. We will only pay for fees that are considered reasonable and customary.
16. You agree that any veterinarian has Your permission to release any information We ask for about Your Pet. If the veterinarian charges for this, You will be responsible for the cost.
17. This Coverage is only valid in Canada, and while travelling on vacation in the Continental United States of America. All claims that are received in U.S. funds will be adjusted in Canadian funds with no exchange. (For example: \$500.00 U.S. = \$500.00 CDN) This is due to the policy premiums being calculated based on Canadian veterinary fees and paid with Canadian dollars.
18. Your Pet must be kept up-to-date with appropriate vaccinations as recommended by Your veterinarian. You must arrange to have a yearly examination and any Treatment recommended by Your veterinarian to prevent Illness or Injury.
19. Insured pets must be cared for in accordance with Federal, Provincial and Municipal laws relating to pets (e.g. leash laws).
20. If You have any legal rights against another person in relation to Your claim, We may take legal action against them in Your name at Our cost. You must provide all documents that We request.
21. We will not pay for Illness, Injury or condition caused by war activities. War activities include terrorist activities, bombardment, invasion, civil war,

insurrection, rebellion, revolution, coup, or actions of armed forces while engaged in a war whether declared or not. We will not pay for any claims caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.

22. Your policy is subject to all applicable Canadian insurance laws.

#### IV: POLICY ADMINISTRATION:

**Waiting Periods:** Some Coverage is restricted to a waiting period. The waiting period starts at the policy effective date and time and is applicable as follows:

- 48-hour waiting period for Accidents or Benefits claimed as a result of an Accident and all tendon and ligament problems whether as a result of an Accident or Illness.
- 21-day waiting period for Illnesses or Benefits claimed as a result of an Illness including Behavioural Therapy.

Conditions that occur during the waiting period will be excluded from Your policy as Pre-existing or Foreseeable.

**Policy Changes:** We reserve the right to make changes to Your policy by advising you 30 days in advance. Such changes can involve but are not limited to premiums, Exclusions, Coverage, Co-Insurance, Deductibles and limits under this policy. Any change to Your premium will be settled on Your account. You will be advised of any adjustments.

- You can apply for change in Your Coverage Plan at any time by sending Us a written request.
- The new Coverage Plan will be effective on the 1st day of the following month and becomes the start of Your next annual period applicable to Coverage and Deductible amounts.
- Any exclusions will carry over to your New Coverage Plan.
- All changes in Plan are subject to prior approval by Us.

**Renewal:** This policy is continuous until cancelled and will renew automatically at the beginning of each month as long as We continue to receive premiums when due.

**Policy Cancellation:** We require Your request for policy cancellation in writing by mail, fax or e-mail. The cancellation will take effect for the first of the next month at policy renewal.

**Co-Insurance & Deductible:** You are required to participate in the cost of Your claim(s) by paying a percentage of Your claim(s), (co-insurance), plus a Deductible. 20% Co-Insurance is applicable to all Veterinary Services under the INTERMEDIATE and LUXURY Plans. 20% Co-Insurance is not applicable to Accidents under the COMPACT Plan. Co-insurance is applied first, then there is a Deductible as specified in the Deductible table below.

**Age-Based Deductible Adjustments:** Under the INTERMEDIATE and LUXURY Plans, a Deductible adjustment will apply to Your policy as Your Pet ages, to reflect the substantial increases in health care costs of aging pets. Your premiums will not increase. Your annual Deductible will be automatically increased on the policy anniversary following Your Pet's birthday, as shown in the Deductible table below.

Deductible Chart		
	Compact	Intermediate and Luxury
<b>DOGS</b>		
up to 5 yrs of age	\$50/incident	\$100 annual
5 to 7 yrs of age	\$50/incident	\$200 annual
7 to 10 yrs of age	\$50/incident	\$400 annual
over 10 yrs of age	\$50/incident	\$500 annual
<b>CATS</b>		
up to 7 yrs of age	\$50/incident	\$100 annual
7 to 10 yrs of age	\$50/incident	\$150 annual
over 10 yrs of age	\$50/incident	\$250 annual

**Claims Risk Management:** We share with You in the financial risk of providing for Your Pet's health. As with other forms of insurance, Coverage and premium are subject to individual adjustments according to the level of risk demonstrated by ongoing claims activity. To monitor this, We conduct a semi-annual analysis as part of Our claims risk management process. Should Your Pet have a greater than average claims experience during the 24-month history reviewed, the percentage of the claim you are responsible for (Co-Insurance) in respect of future claims, will increase. This allows Us to protect the majority of Policyholders with normal claims frequency and costs from having to offset the extra expense. This process does not increase Your premiums, and is therefore only applicable if You have future claims. Adjustments are reassessed semi-annually and You may qualify to return to Your regular level of Coverage.

#### V: EXCLUSIONS:

Pre-existing or foreseeable conditions are excluded from Coverage. This includes any condition(s) that starts within any applicable waiting period. When referring to Exclusions, bilateral conditions are considered as one condition (examples: cruciate ligaments, ears, eyes).

If Your policy contains an Exclusion, You may request Us to review the Exclusion with the possibility of removal from the policy. To request an Exclusion review, please contact Our office via phone, e-mail, mail or fax. Note the following:

- Your Pet must be symptom free of the initial problem at the time of the review.
- The length of symptom free time required to remove an Exclusion is a minimum of 6 months to a year depending on the severity of the initial problem.
- You may be asked to provide medical history from Your veterinarian in order for us to complete the review.
- Our review decision will be communicated to You in writing.

#### VI: CLAIMS:

You are financially responsible to Your veterinary practice for payment of all Veterinary Services and Treatments. We will reimburse You for costs You have paid to Your veterinarian as outlined in this document.

When You first receive Your policy, a claim form for Veterinary Services will be provided to You. There are special claims forms required for Boarding Kennel and Cattery Fees, Advertising and Reward, Holiday Cancellation, Death or Third Party Property Damage Liability Benefits. Special claim forms or additional Veterinary Services forms are available through Your veterinarian's office or call Our Customer Center and We will mail, e-mail or fax one to You.

To make a claim, You and Your veterinarian simply fill in page 1 of the claim form. Forward Us the form together with the invoices for the costs involved. You can submit these by mail to: SecuriCan General Insurance Company, 200 - 1200 Portage Avenue, Winnipeg, MB R3G 0T5.

Please note the following items regarding Your claim submissions:

1. In order for Us to process Your claim as quickly as possible, the following information must be included along with Your claim:
  - Your name, address and signature.
  - Your veterinarian's signature on the claim form.
  - The name of the Illness or Injury (Diagnosis) You are claiming for (this is to be filled out by Your veterinarian on page 1 of the claim form).
  - All applicable receipts indicating an itemized breakdown of the fees incurred.
  - Please keep a copy of each claim submission for Your record.
  - Failure to provide complete information may result in a delay in the processing of Your claim and/or We may return the unprocessed claim to You so that You may add the missing information.
2. We cannot guarantee Coverage of a claim over the phone. If You are inquiring about Treatment that has not yet been performed, please contact Us for a pre-authorization form. If the Treatment has been performed, please send Us a completed claim form with applicable documentation. We will then contact You with the results.
3. We will not pay claims:
  - received by Us more than 6 months from the date of Treatment.
  - received more than 60 days after the date of cancellation of Your policy.
  - for costs incurred while the policy is not in force even if for a claim for an Injury, Illness or condition for which a claim payment has previously been made.
4. Please note that Your veterinarian will not be reimbursed to complete this form, nor will We reimburse You for any charge Your veterinarian may make to complete the form.
5. If You make a claim and Your premium payments are not up-to-date, We will not adjust or pay Your claim.
6. When You claim, if there is any other insurance under which You are entitled to settlement, We will only settle Our share of the claim.
7. If You make a false or exaggerated claim, this policy will end and We will not make any further payments.

We acknowledge that extenuating circumstances such as emergency situations, or veterinary care of a great expense may occasionally necessitate special claim payment arrangements. Please call to notify Us if You require special arrangements, so that We may advise You of other claim payment options which may be available.

#### **VII: DEFINITIONS:**

**We, Us, Our** - The Insurer CAA Pet Health Insurance on behalf of SecuriCan General Insurance Company

**You, Your, The Insured** - Person(s) named in the Document of Insurance

**Your Pet** - The dog or cat named in the Document of Insurance

**Coverage/Benefit** - The insurance protection described in this form, any riders or endorsements, the Document of Insurance and the Schedule of Maximum Benefit Amounts

**Coverage Plan/Plan** - The Coverage and Benefits provided under this Policy, as specified and defined in the Document of Insurance, Schedule of Maximum Benefit Amounts, and this Policy Terms, Conditions and Benefits of Insurance document

**Document of Insurance** - The page comprising part of this Policy which identifies the policy number, the Insured, the insured pet, the Coverage Plan, and the Period of Insurance

**Schedule of Maximum Benefit Amounts** - The defined Coverages, Benefits, and limits applicable under this Policy, contained on the reverse of the Document of Insurance

**Veterinary Services** - Veterinary care professional fees, hospitalization, dentistry, surgery, diagnostics, medication, nursing, prescription food, specialist referral, medical devices, alternative therapies and behavioral therapies

**Treatment** - Veterinary care, hospitalization, dentistry, surgery, diagnostics, medication, nursing, specialist referral, medical devices, alternative therapies and behavioural therapies performed by a veterinarian

**Maximum Payable** - The most We will pay, as set out and explained in the Document of Insurance and the Schedule of Maximum Benefit Amounts

**Maximum Claimable** - The most You can claim for, as set out and explained in the Document of Insurance and the Schedule of Maximum Benefit Amounts  
Co-Insurance and/or Deductible may be applied to this amount

**Clinical Signs** - Changes in a pet's normal healthy state, bodily function or behaviour

**Illness** - Sickness, disease and any changes to a pet's normal healthy state

**Injury** - Physical harm or damage arising from normal activity

**Accident** - An unexpected, unintended event causing Injury

**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 (e.g.: all cancer is considered one condition)

**Congenital Defect** - Any condition which is existing from the time of birth and identifiable at Policy Inception

**Bi-lateral Condition** - Any condition affecting body parts of which Your Pet has two, one on each side of the body (examples: cruciate ligaments, ears, eyes)

**Pre-existing/Foreseeable Condition** - A condition which first occurred or showed Clinical Signs before the pet's Coverage started or within the policy waiting period

**Exclusion** - A restriction from Coverage placed on a policy

**Co-Insurance** - The percentage of Your claim that You are responsible for before any applicable deductible is applied

**Deductible** - A fixed amount that You must satisfy or meet prior to receiving claims settlement

**Annual** - Periods of one year, or part of a year, starting with the date this policy was first issued, or starting with the effective date of a change in Coverage Plan

**Associated Conditions** - any medical problem that is directly related to and caused by the primary condition. This includes any treatments for the associated conditions such as diagnostic testing, medication, prescription diets, alternative therapies, etc.

## **VIII: STATUTORY CONDITIONS:**

The Insurance Act requires that these conditions be printed as part of every policy.

**1. 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 policy is void as to any property in relation to which the misrepresentation or omission is material.

**2. MATERIAL CHANGE:** Any change material to the risk and within the control and knowledge of the Insured voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or their authorized representative, 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 he desires the contract to continue in force he must within 15 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.

### **3. TERMINATION:**

(1) This contract may be terminated:

- a) By Us giving You 15 days notice of termination by registered mail.
- b) By You on written request. As per Section IV, Policy Cancellation will be in effect on the first day of the next month which is the policy renewal date.
- c) By Us without notice if the premium is not received on the premium due date.

(2) Where this contract is terminated:

- a) We will refund the excess of premium actually paid by You over the pro-rated premium for the expired time, but, in no event shall the pro-rated premium for the expired time be deemed to be less than any minimum retained premium specified.
- b) The refund shall be made as soon as practical.

(3) The 15 days mentioned in clause a) of sub condition (1) 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.

**4. FRAUD:** Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

**5. WHO MAY GIVE NOTICE AND PROOF:** 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.

### **6. SALVAGE:**

(1) The insured, in the event of any loss or damage to any property insured under the contract, must take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured under this contract including, if necessary, its removal to prevent damage or further damage to it.

(2) The insurer must contribute proportionately towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

**7. ENTRY, CONTROL, ABANDONMENT:** After any 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.

**8. WHEN LOSS PAYABLE:** The loss is payable within 60 days after completion of the proof of loss unless the policy provides for a shorter period.

**9. 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.

\* Two years in the Province of Ontario, Manitoba, Yukon, Nunavut and North West Territories.

**10. NOTICE:** 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 this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression 'registered' means registered in or outside Canada.

Should You have any questions or concerns about Your Pet's insurance policy, please contact Our Customer Centre at:



200 - 1200 Portage Avenue, Winnipeg, MB R3G 0T5  
**Toll Free Phone: 1.866.757.2922 Toll Free Fax: 1.866.322.5246**  
[www.caapets.com](http://www.caapets.com)