BEST FRIENDS PET INSURANCE PROGRAMS
POLICY TERMS AND CONDITIONS

DEFINITIONS

INSURER
Praetorian Insurance Company, New York, NY as named on the document of insurance.

INSURED
The person(s) 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.

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

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.

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

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.

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

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 no less than twelve months.

PERMANENT EXCLUSION
A type of an exclusion for a Condition for which the Insurer will not be held liable for the lifetime of your pet.

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

CO-PAYMENT
Co-payment is the stated percentage of each covered claim for which the Insured is responsible.

MAXIMUM BENEFIT
Maximum Benefits are the most that the Insurer will pay as described in the Document of Insurance. Maximum Benefits are applied on a pet lifetime basis.

TERM
Policy Term is for the twelve months starting on the coverage effective date, as shown on the Document of Insurance.

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.

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
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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
The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for all accidents or illnesses that are covered by the policy to the Maximum Benefits stated in the policy.

SUPPLEMENTAL COVERAGE

ACCIDENTAL DEATH
The Insurer will reimburse the Insured for the original purchase price of the Insured’s pet, up to a maximum of $500, in the event of a sudden and accidental death, not requiring treatment. A claim form signed by the veterinarian and original receipts for the original purchase price of the Insured’s pet are required to process the claim. Where the Insured does not provide an original receipt, the Insurer will pay the Insured the current local Humane Society adoption fee for a dog or cat, in their region.

EUTHANASIA AND CREMATION

The Insurer will reimburse the Insured/Owner for the actual cost, to a maximum of $200, as stated in the policy, for euthanasia, burial and cremation.

CONDITIONS

Medical Records
As a condition of insurance the Insured’s 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 Insured’s pet. If there are no medical records for the Insured’s pet and/or the Insured’s 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 thirty 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 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.

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, or within the fourteen day waiting period for illness coverage, then no Illness coverage is available.

Feline Vaccine-Associated Sarcoma (FVS)
The Insurer will reimburse the Insured for the actual cost of required veterinary treatment for feline vaccine-associated sarcoma. The diagnosis must be confirmed via Histopathology. The claim will be paid to the policy maximum, provided that the Insured pet has received exclusively non-adjuvanted feline vaccination. Vaccine exclusivity means that the last series of feline vaccines
was non-adjuvanted and given prior to the diagnosis of feline vaccine-associated sarcoma.
A claim form completed in part by the Insured and in part by the veterinarian accompanied by the pathology laboratory report and the original receipts that have been paid in full are required to process the Insured’s claim.

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

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 classed as a Musculoskeletal Illness under the Insured’s Best Friends Pet Insurance Policy.

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
Accident coverage will be effective at 12:01 a.m. on the day following enrolment. Illness coverage will begin on the fifteenth day of the policy.

All applications are subject to review and approval prior to enrolment.

In order to receive benefits for injury(ies), which occur during the first 24 hours of coverage, proof of time of 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.

Binding Arbitration
In the event of any disagreement between the Insured and the Insurer, the matter will be referred to our Veterinary Advisor.

Underwriting
All policies shall be subject to any/all Co-payment and Deductibles.

Premiums may increase with excessive claims.

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, or during the fourteen day waiting period for illness coverage.

The Insurer reserves the right to place Temporary or Permanent Exclusions on a policy with respect to any accident(s) or illness(es) that has occurred or is symptomatic prior to the effective date of coverage, or during the fourteen day waiting period for illness coverage.

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

Waiver of Subrogation
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.

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 cryptorchid neuters), or any treatment /surgery relating
2. Claims arising from, or as a result of, any excluded procedure, accident or illness.
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, declawing and nail trimming.
7. Non-essential boarding and/or hospitalization.
8. Behavioral problems, medications and/or behavioral consultations.
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 six months.
11. Destruction of a pet deemed “dangerous”.
12. Costs resulting from any accident or Illness Condition relating to the use of the Insured’s pet for occupational, professional, or business purposes.
13. Co-payment and Deductibles as described in the policy.
14. Any claims for an Illness Condition arising prior to the coverage effective date, or within the first fourteen days from the coverage effective date.
15. Any claims for an Accident that occurred prior to the coverage effective date.
16. Any 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.
17. More than one occurrence of a newly symptomatic or diagnosed preventable illness (i.e. vaccine reactions and Flea Allergy).
18. 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.
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, 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 and payment method will be extended for a further twelve month Term unless the Insurer is advised otherwise, in writing.

LIBERALISATION CLAUSE
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 occurring after an authorized assignment under Bankruptcy, Chapter eleven (11), 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 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 in writing, by regular mail to last known address on file, 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
giving to the Insured fifteen days written notice of
termination by proof of mailing or five days written
notice of termination personally delivered.
The fifteen days will commence on the day following
the receipt of the letter at the post office to which it is
addressed; or
2) By the Insured at any time on request by written
notification with a minimum of one month earned
premium retained 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 on risk, 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.
The refund may be made by money, postal or express
company money order, bank draft or cheque payable at
par.

REQUIREMENT AFTER THE LOSS:
Upon the event of any claimable loss, accident or
Supplemental Coverage, 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
3) In case of an accidental death of the pet, the
original receipts for the original purchase price of the
Insured’s pet are needed to make a claim. Where the
Insured does not or is not able to provide an original
receipt, the Insurer will pay the Insured the current local
Humane Society adoption fee for the species of pet that
is named on the Document of Insurance.

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 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.

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
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.

NOTICE
Any written notice to the Insurer may be delivered at, or sent by proof of mailing to, the chief agency or head office of the Insurer. Written notice may be given to the Insured named in the contract by letter personally delivered to them or by proof of mailing addressed to them at their latest post office address as notified to the Insurer.

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

Insurance Underwriter:
Praetorian Insurance Company
7 Times Square, New York, NY 10036

APPENDIX “A”
Illness Organ Systems
This is an outline of Best Friends Pet Insurance Programs categorization of illnesses. All organ/body systems include, but are not limited solely to the organs listed within each category. See Document of Insurance and Schedule of Benefits.

CARDIOVASCULAR AND RESPIRATORY SYSTEM
Any illness within, or affecting all or part of the heart, blood vessels, nose, nasopharynx, larynx, airways, lungs, and thoracic cavity.

DIGESTIVE SYSTEM
Any illness within, or affecting all or part of the mouth, esophagus, stomach, liver, gall bladder, pancreas, small intestine, large intestine, rectum, anus, abdominal cavity and metabolism.

UROGENITAL SYSTEM
Any illness within, or affecting all or part of the kidneys, ureters, bladder, urethra, uterus, ovaries, vagina, vulva, accessory sex glands, prostate, ductus deferens, testicles, and penis.

MUSCULOSKELETAL SYSTEM
Any illness within, or affecting all or part of the muscles, bones, joints, tendons, ligaments, and intervertebral discs.

NERVOUS SYSTEM
Any illness within, or affecting all or part of the brain, spinal cord, and nerves.

EYES
Any illness within, or affecting all or part of the eyes or the eye area.

EARS
Any illness within, or affecting all or part of the ears or the ear area.

SKIN
Any illness within, or affecting all or part of the skin, fur and whiskers.

ENDOCRINE SYSTEM
Any illness within, or affecting all or part of the thyroid, parathyroid, pituitary, adrenal glands, and all other hormone-secreting organs.

BLOOD AND LYMPHOID SYSTEM
Any illness within, or affecting all or part of the spleen, bone marrow, blood, lymph, and lymphatics.

INFECTIOUS DISEASES
Any illness caused by, or relating to an infectious agent that affects any or all of the systems within the body.

CANCER
Any illness caused by, or relating to cancer that affects any or all of the systems within the body.