

SHELTERCARE INTRO INSURANCE POLICY TERMS AND CONDITIONS

1136 ed 01 2009

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.

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.

ACCIDENT

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

ILLNESS CONDITION

A Condition is all signs and symptoms that result in the same diagnosis in spite of the number of times and the body parts affected. All Conditions are deemed to be Bilateral unless noted.

RECURRING CONDITION

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

CHRONIC CONDITION

A Condition that is likely to reappear, and is not likely to be cured or may go on for some time.

BILATERAL CONDITION

A Condition that may affect both sides of the body.

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

The stated dollar amount for which the Insured is liable.

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. Maximum Benefits on first time Illness Conditions are applied on a lifetime basis to a maximum amount of \$1,000.00 for each Policy Term.

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 for accidents.

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

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. Medical records to prove the Condition did not exist prior to the policy will be needed to process any claim for the following.

FIRST TIME ILLNESS

The Insurer will pay the Insured for the cost of needed treatment for a first time illness that was not symptomatic, existing, diagnosed or treated at any point prior to the

SHELTERCARE INTRO INSURANCE POLICY TERMS AND CONDITIONS

1136 ed 01 2009

policy to the Maximum Benefits of the policy, up to a maximum of 2 First Time Illnesses and \$1000 per Policy Term. Shar-Pei's and Shar-Pei crossbreeds are excluded from this named peril.

ALLERGIC REACTION TO INSECT BITE

The Insurer will pay the Insured for the cost of the needed treatment for an allergic reaction to an insect bite or sting, to the Maximum Benefits of the policy. This coverage does not include tick and flea bites.

LACERATIONS

The Insurer will pay the Insured for the cost of the needed treatment for a laceration caused by an accident, to the Maximum Benefits of the policy. This does not include lacerations that take place due to a Motor Vehicle Accident.

BURNS

The Insurer will pay the Insured for the cost of the needed treatment for a burn, to the Maximum Benefits of the policy. This does not include burns that take place due to motor vehicle accidents.

FOREIGN BODY INGESTION

The Insurer will pay the Insured for the cost of the needed treatment to remove a foreign body that the Insured's pet has ingested to the Maximum Benefits of the policy. The foreign body must be removed by the way of surgery or by endoscopy.

POISON INGESTION

The Insurer will pay the Insured for the cost of the needed treatment for poison ingestion to the Maximum Benefits of the policy. Visual identification of the toxin ingestion, toxin-specific clinical signs or resolution, only after the toxin-specific treatment, is needed.

FRACTURES

The Insurer will pay the Insured for the cost of the needed treatment for a bone Fracture caused by an accident, to the Maximum Benefits of the policy. This does not include fractures that take place due to a motor vehicle accident. A fracture is defined as a break in the bone. This does not include teeth.

MOTOR VEHICLE ACCIDENT

The Insurer will pay the Insured for the cost of the needed treatment should your pet be involved in any form of a motor vehicle accident and need medical treatment to the Maximum Benefits of the policy.

RECOVERY COSTS

The Insurer will pay the Insured for the costs of advertising or reward paid to the Maximum Benefits stated in the policy. This will only apply if the Insured's pet is lost or stolen. A claim form completed by the Insured/Owner, 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.

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 Illness 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) illness(es) that did occur during the first 24 hours of coverage proof of the date and time will be needed.

SHELTERCARE INTRO INSURANCE POLICY TERMS AND CONDITIONS

1136 ed 01 2009

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, 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 Deductibles.

The Insurer has the right to exclude coverage for any Illness Condition that may have been treated, diagnosed or symptomatic prior to the policy.

The Insurer has the right to place a Temporary or Permanent Exclusions on a policy with respect to any accident(s) or illness that has occurred prior to the policy.

This coverage is valid in the continental United States and for a period of up to 182 days while traveling 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 for dentistry except when done as a treatment within a covered Illness Condition, or as a treatment after injury caused by accident.
5. All elective/cosmetic procedures.
6. All dew claw removal, tail docking, ear cropping, de-clawing and nail trimming.
7. All non-essential hospitalization.
8. Behavioral problems and/or consultations for this.
9. Food with the exception of 25% of the cost of prescription diet only prescribed by a veterinarian for an Illness Condition to a maximum of 6 months.
10. Financial euthanasia.
11. Destruction of a pet that was deemed "dangerous".
12. Any aftercare, such as cremation and/or the funeral expenses.
13. Costs that result from any 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. Any claims for an Illness Condition or Accident that arose prior to the inception of 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. 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.
18. Claims for monies over and above the maximum benefits amount of the policy.
19. Any claim 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.

SHELTERCARE INTRO INSURANCE POLICY TERMS AND CONDITIONS

1136 ed 01 2009

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 related 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 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.

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 process the 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 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.

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:

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

Insurance Underwriter:

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