

# Pet Health Policy

## Section 1: Insuring Agreement

### Accident and Illness Coverage

**Incline Casualty Company** (“we” or “us”) will provide the insurance described in this policy in exchange for payment of premium by the policyholder (“you”) when due. Coverage is subject to the terms and conditions described in this policy. Only an endorsement that we issue can change or waive the contract terms in this policy. Certain terms are defined. These terms are in bold typeface, and their meanings are listed in the DEFINITIONS section. The policy is governed by the laws of the state in which it was delivered. If you intentionally misrepresent or conceal any material fact, we may deny any related claim. We may also cancel, invalidate or rescind coverage. The policy will lapse if you do not pay your premium when due. You are financially responsible to your veterinarian for services provided. This policy reimburses you for covered expenses as described.

If you have any questions regarding this policy, you may contact Rainwalk at 1-844-520-0041.

**Incline Casualty Company** and the policyholder have agreed to all terms and conditions of this policy

Signed for **Incline Casualty Company** by:

A handwritten signature in blue ink, appearing to read "John Amick", is written over a faint, light blue circular stamp.

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## Section 2: DEFINITIONS

**Accident:** A sudden, unexpected or unintended action or event with a specific time and place which results in injury.

**Actual Cost:** The standard fees/costs that the treating veterinarian would charge, regardless of whether that customer has insurance coverage.

**Administrator:** The company administering the policy.

**Alternative Treatment:** Treatment that does not generally fall within the realm of conventional veterinary medicine as used by the American Association of Rehabilitation Veterinarians (AARV).

**Annual Limit:** The maximum amount payable during the policy period for all covered expenses.

**Behavioral Problem:** An illness or condition, either social or medical, that results from your pet's action, inaction, or temperament that is abnormal, dysfunctional, or unusual, such as but not limited to aggression, dietary indiscretion, excessive chewing or licking, or separation anxiety.

**Condition:** Illness, disease, injury or change to your pet's health that may or may not show symptoms or have been diagnosed (including but not limited to diagnosed or undiagnosed pre-existing, hereditary or congenital conditions, ligament and knee conditions).

**Covered Expenses:** The actual costs for expenses that are eligible for coverage under your policy.

**Cured:** The point at which a pet is free from a condition with no further symptoms or treatment.

**Effective Date:** The date your policy takes effect as identified on your declarations page.

**End of Life Expenses:** Expenses for euthanasia, burial and cremation only. This does not include funeral expenses, memorial items, urns, caskets, burial plots or burial plot maintenance fees.

**General Health:** A program or procedure planned to prevent illness, maintain maximum function or promote health.

**Maintenance Illness:** Any sickness, disease or medical condition not caused by an accident or injury.

**Injury:** Bodily harm which results directly from an accident, independent of an illness, while this policy is in force.

**Occur or Occurrence:** When signs or symptoms related to a condition first were observed by any individual, recorded in your pet's medical record, or would have been detectable by a routine physical veterinary exam.

**Pet:** Dog or cat described on the declarations page that you own and that resides with you.

**Policy Period:** One year as specified on the declarations page.

**Pre-Existing Condition:** Illness, disease, injury, or change to your pet's health that first occurs or shows symptoms before coverage is effective or during a waiting period. This includes conditions that are related to, secondary, or resultant from a pre-existing condition.

**Prescription Food:** A manufactured therapeutic diet with guaranteed analysis and safety standards that is used as treatment of a specific covered medical condition. A veterinarian must prescribe the diet. Prescription foods do not include treats, general health maintenance diets, weight loss diets, puppy or kitten diets, homemade diets, or raw food diets, even if prescribed or dispensed by a veterinarian.

**Prevention/Preventative:** Treatment for the purpose of avoiding an illness or injury or for the promotion of general health, where there is no underlying illness, injury or symptoms.

**Renewal:** Date at the end of each 12-month policy period on which your existing policy expires and a new policy is issued. Coverage and rates are subject to change at reissuance.

**Supplements:** A dietary supplement, vitamin, probiotic, or nutraceutical formulated, tested, and manufactured with guaranteed analysis and safety standards to aid as part of the treatment of a specific covered medical condition. A veterinarian must prescribe the supplement. Supplements do not include herbs, either in single form or combined with other herbs, general health maintenance vitamins or supplements, or weight loss supplements, even if prescribed or dispensed by a veterinarian.

**Symptom:** Any change in your pet's state of health, normal function, behavior or appearance.

**Treatment:** Care that your veterinarian administers. This includes but is not limited to anesthesia, consultations, examinations, hospitalization, laboratory tests, nursing, MRI or CT scans, surgery and X-rays.

**Veterinarian:** A licensed veterinarian, veterinary technician, assistant or authorized representative under the veterinarian's supervision.

**Veterinary:** Directly related to professional care that a Veterinarian provides.

**We, Us and Our:** Underwriting insurance company, [Incline Casualty Company](#).

**You, Your, Yours:** Person or persons named on the declarations page.

### Section 3: Insured's Responsibilities

A. You must act prudently in the care and protection of Your Pet. You must protect Your Pet from exacerbation and/or recurrence of any Injury and/or Illness after its initial occurrence and provide proper maintenance/preventive care.

B. We do not pay claims for Illnesses that result from failure to comply with the Vaccination guidelines described below, unless Your Veterinarian has advised against the Vaccination for medical reasons:

1. Dogs should be vaccinated for distemper, hepatitis, parainfluenza, parvovirus, rabies, and any other Condition for which Vaccination was recommended by Your Veterinarian.
2. Cats should be vaccinated for panleukopenia, rhinotracheitis, calicivirus, rabies, and any other Condition for which Vaccination was recommended by Your Veterinarian.

C. You must administer appropriate prophylactic Medication as recommended by Your Veterinarian to protect against Illness. We do not pay claims for Illnesses or Injuries that result from Your failure to comply with this requirement.

### Section 4: Waiting Periods

There is a 14-day waiting period for: diagnosis, treatment or surgery related to accidents and illnesses. The waiting period begins on the first effective date of the applicable coverage. Any condition that occurs during an applicable waiting period is a pre-existing condition.

### Section 5: Cured Condition Eligibility

If your pet's pre-existing condition is curable and has been cured and free from treatment and symptoms for a period of 180 days, it is a new occurrence.

### Section 6: What is Covered

We will reimburse you the actual costs for covered expenses that you incur during the policy period, after subtracting your deductible and applying the coinsurance percentage listed on the declarations page. Reimbursement of covered expenses is subject to the

annual limit listed on your declarations page and any other applicable coverage limitations and exclusions.

### Accident Benefits

Your policy reimburses actual costs for covered expenses related to the diagnosis and treatment of injuries resulting from an accident up to the annual limit noted on your declarations page.

Eligible accident expenses are:

1. End of life expenses
2. Intravenous (IV) fluids and medications
3. Medical supplies (such as but not limited to bandages, casts and splints)
4. MRI or CT scans and X-rays
5. Poison control consultation fees
6. Prescription food to treat a covered condition; not for general health maintenance, or prevention, even if prescribed or dispensed by a veterinarian
7. Prescription medications prescribed by a veterinarian and approved by the Food and Drug Administration (FDA)
8. Stem cell therapy
9. Supplements to treat a covered condition; not for general health maintenance, or prevention even if prescribed or dispensed by a veterinarian
10. Surgery and hospitalization
11. Tooth extractions
12. Veterinary Treatment, including examinations, consultations and laboratory tests

### Illness Benefits

Your policy also reimburses actual costs for covered expenses related to the diagnosis and treatment of illnesses, up to the applicable limits, exclusions and limitations.

Eligible illness expenses are:

1. Expenses listed above under accident benefits when applicable to illness
2. Cancer treatments (including but not limited to chemotherapy and radiation treatment)
3. Treatment for behavioral problems as a result of or in relation to the treatment of a physical illness and must be performed by a veterinarian or through a written referral by a veterinarian to an Applied Animal Behaviorist, Certified Applied Animal Behaviorist (CAAB), Associate Certified Applied Animal Behaviorist

(ACAAB) or Diplomat of the American College of Veterinary Behaviorists (Dip ACVB)

4. Dietary supplements, including vitamins and nutraceuticals, manufactured and labeled with ingredient analysis that are recommended by Your Veterinarian in the treatment of Illnesses and Injuries covered by this policy and **not** for routine or preventive care

## Microchip Implantation

Your policy covers microchip implantation by a veterinarian, not including any associated fees for registration, monitoring or renewal.

## Section 7: What is not Covered

### Exclusions

We will not pay for costs associated with or resulting from the following:

1. Aesthetic, cosmetic, endodontic, or orthodontic dental services such as caps, crowns or crown amputation, fillings, implants and root canals or planing
2. Anal sac (gland) expression and/or resection when no infection or disease is present
3. Boarding, expenses related to the cancelling of travel or holiday plans, or the advertising and reward of finding a lost pet, unless the applicable **Boarding, Advertising, and Holiday Cancel Endorsement** is applied to this policy
4. Breeding, pregnancy, whelping or nursing, unless the applicable **Breeding Endorsement** is applied to this policy
5. Conditions that occur during a waiting period
6. Cosmetic and elective prostheses or procedures (including but not limited to claw removal, ear cropping and tail docking)
7. Dental cleanings unless used to treat a covered illness or covered by an applicable endorsement
8. Experimental or investigational treatment or medication (including clinical trials) that is not generally accepted in the veterinary medical community as effective or proven
9. Funeral services, memorial items, urns, caskets, or burial plots/fees
10. Grooming or grooming supplies (including but not limited to non-prescription baths, ear cleanings, non-prescription shampoos and nail trims)
11. Herbs
12. House call fees, time and travel expenses to and from the veterinarian's premises or hospital
13. Illness or injury that results from intentional, malicious, or grossly negligent activities or from failure to perform actions commonly accepted as responsible pet care by you, a member of your household or a caregiver for your pet

14. Non-medical supplies such as but not limited to toys, leashes, ramps, bedding or other devices intended to prevent injury or illness, but that do not treat a condition
15. Non-veterinary services (including but not limited to administrative fees, medical records expenses, medical waste, discount package or membership fees, postage and tax)
16. Organ or heart valve transplants
17. Pre-existing conditions that occurred on or before the first effective date of the applicable coverage or during a waiting period
18. Prescription food, pet food, commercial diets or treats used for prevention or general health maintenance (including weight loss) even if prescribed, dispensed, or recommended by a veterinarian; including foods such as life stages (puppy, senior, etc.), low calorie, sensitive stomach, or limited ingredients
19. Preventive care without an occurrence (including but not limited to general health maintenance diagnostics, laboratory procedures, medications, physical examinations and surgery) unless covered by an applicable endorsement
20. Training or training devices
21. Treatment when the veterinarian conducting or supervising is you or a co-owner on your account
22. Treatment arising from avian influenza; intentional slaughter by, or under, the order of any government or public or local authority; epidemics or pandemics as declared by the U.S. Department of Agriculture; nuclear reaction, radiation, radioactive contamination or the discharge of a nuclear device, whether controlled or uncontrolled, accidentally or otherwise; chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material whether controlled or uncontrolled, accidentally or otherwise; war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped, strikes, riots, or civil commotion and terrorism
23. Veterinary expenses related to coursing, organized fighting, law enforcement or guarding, personal protection or racing
24. Dietary supplements for routine or preventive care
25. Holistic Treatment or Alternative Therapy, including but not limited to: Acupuncture, Chiropractic, Homeopathy, Hydrotherapy, Naturopathy, Physical therapy, Rehabilitative therapy, unless the applicable **Holistic and Alternative Treatment Endorsement** is applied to this policy
26. Spay and Neutering procedures
27. Hunting accidents, or injury to a pet by a wild animal during a hunting trip
28. Any accident to a pet during a pet show, or an event where the pet is competing doing stunts or participating in a show of physical activity



## Section 8: Deductible and Coinsurance Percentage

### Deductible Amount

Your annual deductible amount is listed on the declarations page and applies during each policy period. We subtract that deductible from covered expenses before applying the coinsurance percentage.

### Coinsurance Percentage

After the deductible is met, we will reimburse a percentage of covered expenses identified on the declarations page as coinsurance percentage, subject to any applicable maximum. You are responsible for the remainder of covered expenses in addition to any amounts not covered by the policy.

## Section 9: Claims

### You Pay

While insured under this agreement, you are responsible for paying the following regarding claims:

- A. Examination fees
- B. Deductible (if You choose to have one)
- C. Coinsurance
- D. Taxes
- E. Costs not covered by this policy

### Submit a Claim

Include the following information with your claim so we can process your claim as quickly as possible:

- Your name, address, contact information, and signature on the claim form
- A description of the condition and treatment you are claiming
- All applicable receipts including an itemized breakdown of the fees incurred

Failure to provide complete information may result in denial of your claim or having to submit a new claim with all required details.

Claim forms are available online or you may request one.

To make a claim, you or an authorized representative from your veterinarian's office must fill in the claim form. The claim forms must be submitted along with any itemized invoices for the costs incurred.

You must submit your claim within 270 days from the date of service.

### Receipt of Notice of Claim

No later than 15 days after receipt of a claim, we will acknowledge the receipt of your claim, begin investigation of the claim, and make a request to you for all the items, statements, and forms we believe will be required to investigate the claim.

We may make further inquiries if, as the investigation progresses, we find that more information is required.

The acknowledgement of the receipt of the claim will be sent to your primary email address submitted with the policy unless you request otherwise.

### Claims Acceptance or Rejection

We will notify you of the acceptance or rejection of a claim no later than 15 days after we have collected all the required information and documentation to investigate a claim and secure final proof of loss. If we need additional time for whatever reason to investigate the claim, we will notify you and provide a final decision on the claim no later than 45 days after you notify us of the loss.

If we reject the claim, we will always include the reasons that the claim was rejected.

When a claim is approved, you will be paid no later than 5 business days after the claim is approved.

### Other Claim Procedures

When you submit a claim, you authorize us and our administrator to access all medical information that we need to assess your pet's health. For example, we may ask you for the name and contact information of any veterinarian that has ever seen or treated your pet. You must also provide proof of identity for your pet when we request.

Payment of one claim does not guarantee that we will pay additional claims.

### Dispute Resolution

If we pay a claim contrary to this policy's terms and conditions, that payment does not waive our rights to apply those terms and conditions to any paid or any future claim. We also have the right to recover from you any claim amount incorrectly paid.

If you want to dispute a settled claim or other action, follow the steps below.

Step One – Read this policy carefully.

Step Two – To discuss your question or dispute, contact the Customer Satisfaction Department during regular business hours.

Step Three – If your question or dispute is not resolved in steps one and two, you must submit an appeal request in writing.

In your written appeal request, please include:

- reason for your dispute
- claim numbers, medical records and supporting documentation if your dispute involves a claim
- other pertinent information that supports your position

You will receive a written decision from the Appeals Resolution Team within 30 days from the date all information necessary to investigate and review your appeal is received.

A second appeal will be considered if it is submitted with and supported by additional veterinary documentation not previously reviewed.

## Section 10: Renewal and Nonrenewal

Unless you notify us that you want to cancel or we advise that your policy will not be renewed, we will automatically issue you a new policy at the end of each 12-month policy period. Coverage and rates are subject to change at renewal. Your renewal declarations page will specify the coverage and rates that apply. You accept these changes by renewing your policy.

We may decide to not renew your coverage at the end of any policy period. In this case, at least 30 days before your coverage ends, we will mail written notice to you at your address as shown on the declarations page.

## Section 11: Policy Cancellation

### Money Back Guarantee

If you provide notice, in accordance with the When You Cancel provision below, that you wish to cancel within the first 30 days from each policy period effective date, we will refund the premium paid if no covered expenses have been applied to your deductible or reimbursed.

If you submitted a claim during this time period, we will refund any premium in accordance with the When You Cancel section below.

## When You Cancel

You must contact us via email, telephone or in writing to advise us of the future date when this policy is to cancel. You can send written notification by email, fax or by mail. We will refund any premium that you have already paid for any period after your last date of coverage.

## When We Cancel

We will not cancel your policy prior to the expiration of the term stated in the policy, except for one of the following reasons:

- (1) nonpayment of premium;
- (2) material misrepresentation of fact which, if known to us, would have caused the us not to issue the policy;
- (3) substantial change in the risk assumed, except to the extent that we had notice of the risk or should reasonably have foreseen the change or contemplated the risk in writing the policy;
- (4) substantial breaches of contractual duties, conditions, or warranties;
- (5) loss of our reinsurance covering all or a significant portion of your policy, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of this State.

If your policy is cancelled due to non-payment of premium, written notice of cancellation will be delivered or mailed to you and the agent of record, if any, not less than ten days prior to the proposed effective date of cancellation.

If your policy is cancelled due to any reason other than non-payment of premium, written notice of cancellation will be delivered or mailed to you and the agent of record, if any, not less than thirty days prior to the proposed effective date of cancellation. The notice will be given or mailed to you and your agent at the addresses shown in the policy.

## Notice of Cancellation

In the event that your policy is declined, non-renewed, or canceled, a written statement of the reasons for the declination, cancellation, or nonrenewal will be delivered to you. That statement will contain the full explanation for declination, cancellation, or nonrenewal. The statement will state the precise incident, circumstance, or risk factors applicable to you, and it will also state the source of information on which we relied regarding the incident, circumstance, or risk factors.

## Fraud in obtaining coverage

If you misrepresented or concealed any material fact that would have affected our decision to provide coverage, we may cancel, invalidate or rescind your coverage. If so, a notice will be sent advising you of our decision

Material misrepresentation shall be defined as misrepresentation that:

- (1) was fraudulently made;
- (2) misrepresented a fact material to the question of the our (the insurer 's) liability under the policy; and
- (3) misled us (the insurer) and caused the insurer to waive or lose a valid defense to the policy.

### Failure to Pay

If you fail to pay your premium, we may cancel your coverage at any time. A notice will be sent to you providing at least 10 days' notice of our intent to cancel or such other time as required by the state of your primary address.

## Section 12: General Conditions

**Action Against Us** – To take any legal action against us or our administrator under this contract, you must have complied with all terms and conditions of this policy, including procedures for claim set forth in the Claims section and Dispute Resolution section. You have 24 months from the claim settlement date to proceed with an action unless state law requires a longer period.

**Change of Ownership** – If we approve, your pet's coverage may be transferred when you transfer pet ownership by agreement or law.

**Conformity to State Statutes** – When any provision in this policy conflicts with the statutes of the state in which this policy is issued, that provision is amended to conform to such statutes.

**Dual Coverage With Us**– We will not insure your pet under more than one pet insurance policy during any policy period. If we find an insured has more than one such policy, coverage will be provided under the plan that has been in force for the longer period of time.

**Excess Insurance Limitation** – This policy is excess of all other valid and collectible insurance. If at the time of treatment, there is other valid and collectible insurance in place, we shall only be liable for the excess of the amount of treatment not covered by the other insurance, and otherwise eligible under this policy.

**Installment Payment** – If you elect to pay your premium in monthly, quarterly, or semi-annual installments, we will charge you the non-refundable transaction fee listed on the declarations page. This fee is waived if you pay annually.

**More than One Policyholder** – If there is more than one policyholder, any policyholder may cancel or change this policy. Such action is binding on any and all policyholders.

**Pet Residence Restriction** – Your pet must reside with you at the primary address listed on the declarations page. It is your responsibility to notify us of any change in address. A change in your primary address may result in a change to coverage availability and rates.

**Policy Changes** – If you wish to make changes to your coverage, please contact us. Any change is subject to underwriting and our approval. Certain changes may result in a new enrollment, which would terminate your existing policy and will not be considered continuous coverage. A new enrollment will result in new waiting periods. Additionally, conditions that occur prior to this new enrollment will be considered pre-existing.

**Promotional Items** – From time to time, we may offer promotional items to show customer appreciation. Examples of such items are discounts, gift cards, related services and merchandise. The value of the promotional item will not be more than allowed by the state of your primary address.

**Territory** – To be eligible under this policy, covered expenses must be incurred during the policy period within the United States and its territories (Guam, Puerto Rico, and the U.S. Virgin Islands).

**Non-Insurance Services** – We may offer pet related noninsurance services for your pet, in addition to the insurance benefits. You will be notified of the availability and details.