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EQU 1033 (Ed. 05 14)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COLIC ENDORSEMENT**

This endorsement modifies the insurance provided under your **EQUINE MORTALITY - BROAD FORM** policy, by adding the following separate Additional Coverage:

### **I. ADDITIONAL COVERAGE - COLIC TREATMENT**

Subject otherwise to all of the terms, provisions, conditions, limitations and exclusions of the Policy to which this endorsement is attached, and subject also to the additional terms, provisions, conditions, limitations, and exclusions of this endorsement, and in consideration of the additional premium you pay to us, we will pay you "reasonable and customary veterinary fees" incurred for "colic treatment" provided to your "horse" by a "qualified veterinarian":

- A. from the effective date of this endorsement to the end of the "policy period"; or
- B. within 120 days immediately after the end of the "policy period" if the "policy period" is 365 days or longer; but in no event longer than the "policy period" as defined in the **EQUINE MORTALITY - BROAD FORM** policy to which this is attached,

provided that the "colic treatment" is necessitated by an incident of "colic" to a "horse," that is first sustained, or that first occurs, during the period in which this endorsement is in effect and reported to us during that period.

### **II. ADDITIONAL PREMIUM**

There is an additional premium of \$150 for each "horse" to which this Additional Coverage applies. If we pay any claim or loss under this Additional Coverage, the entire \$150 additional premium for that "horse" is deemed fully earned and is immediately due and payable.

### **III. AGGREGATE LIMIT OF INSURANCE**

The maximum we will pay under this endorsement, for the total sum of any and all "reasonable and customary veterinary fees" incurred for "colic treatment" provided to any one "horse," is \$10,000 in the aggregate. Our payment of a claim or loss under this endorsement will not reduce any other limit of insurance afforded by any other part of the Policy to which this endorsement is attached or afforded by any other endorsement.

### **IV. DEDUCTIBLE**

Each payment we make pursuant to this endorsement is also subject to a deductible of \$250. This deductible amount applies separately to each separate, unrelated, and non-recurring incident of "colic" of or to each "horse."

### **V. CO-PAYMENT FOR COLIC TREATMENT**

Any payment we make for "reasonable and customary veterinary fees" incurred for "colic treatment" will be subject to a co-payment by you of twenty (20) percent of those "reasonable and customary

veterinary fees." Once the deductible described in IV. above has been satisfied, we will pay the remaining eighty (80) percent of such "reasonable and customary veterinary fees," subject to the \$10,000 aggregate limit of our liability for each "horse" as described above.

#### **VI. ADDITIONAL TERMS AND LIMITATIONS FOR GASTRIC ULCER TREATMENT**

Subject otherwise to all of the terms, provisions, conditions, limitations and exclusions of this endorsement, including but not limited to the Additional Premium, Aggregate Limit of Insurance, Co-Payment for Colic Treatment, and Deductible provisions as set forth above, we will pay you "reasonable and customary veterinary fees" under this endorsement for gastric ulcer treatment which are subject to the following limitation:

- A. We will pay for gastric ulcer treatment provided to a "horse" by a "qualified veterinarian," but only:**
  - 1. if this treatment is prescribed by a "qualified veterinarian" as a follow-up to "colic" surgery to the "horse"; and**
  - 2. medication and related treatment not to exceed \$2,500.**

#### **VII. ADDITIONAL EXCLUSIONS**

The Additional Coverage provided by this endorsement does not apply to any of the following:

- A. Any "horse" with a previous incident of "colic" or other gastrointestinal disorder, unless such history was fully and accurately disclosed to and accepted by us prior to the effective date of this endorsement.**
- B. Any "surgical or medical treatment";**
  - 1. for or relating in any manner to any condition other than "colic"; or**
  - 2. normally provided as part of the care or maintenance of a healthy "horse," or provided to a "horse" as routine maintenance or as a preventive or prophylactic measure; or**
  - 3. provided by someone other than a "qualified veterinarian"; or**
  - 4. rendered to treat any "colic" that is related in any manner to any malicious or intentional act, poisoning, or gross negligence, whether or not caused by you; or**
  - 5. for any "horse" under thirty (30) days or over twenty (20) years of age at the effective date of this endorsement.**
- C. Any expenses for a necropsy, "authorized humane destruction," any other intentional destruction of a "horse," disposal of a deceased "horse," veterinarian call charges, veterinarian travel, or "horse" transport fees.**
- D. Any hospitalization or boarding charge from any facility that is neither an accredited school of veterinary medicine nor a licensed veterinary clinic.**
- E. Any fee or expense that is charged, paid, or incurred for preparation of any report required by Additional Condition Precedent VIII.B., below.**

## **VIII. ADDITIONAL CONDITIONS PRECEDENT: YOUR DUTIES IN THE EVENT OF A CLAIM**

Section VI. **CONDITIONS PRECEDENT** of the **EQUINE MORTALITY - BROAD FORM** policy is amended by adding the following additional conditions precedent which apply to only the Additional Coverage afforded by this endorsement. It is a condition precedent to any insurance afforded under Additional Coverage – Colic Treatment;

- A. that you give to us immediate notice of any "colic" of the "horse." Such notice should be given by telephone to us at our **24 HOUR EQUINE OPERATIONS CALL NUMBER: 1-800-331-0211**, and must include (a) a description of the event and (b) the name and contact information of each "qualified veterinarian" providing "colic treatment" to the "horse."
- B. that, within sixty (60) days of any "colic treatment" or gastric ulcer treatment that is the subject of a claim under this Additional Coverage, you submit to us a written report signed by the "qualified veterinarian" of the "horse," describing the "colic treatment" and the "horse's" diagnosis and condition. No charge or expense paid or incurred in connection with the preparation of such a report is covered under this endorsement. Any and all such charges and expenses are your responsibility.
- C. that, within sixty (60) days of any "colic treatment" that is the subject of a claim under this Additional Coverage, you also submit to us complete copies of all bills or invoices for such "colic treatment"
- D. that you assist and cooperate with us and our representatives in the adjustment and investigation of any claim or potential claim under this Additional Coverage. Such cooperation must include, but is not limited to, providing us and our representatives with access to any person(s), information, records and documents we may require.

Any breach of any one or more applicable conditions precedent in respect of that "horse," loss, or claim, will invalidate coverage under this Additional Coverage in respect of that "horse," loss, or claim and will release us from all liability in respect of that "horse," loss, or claim.

## **IX. ADDITIONAL DEFINITIONS**

The following definitions are added to **VIII. DEFINITIONS** of the **EQUINE MORTALITY - BROAD FORM** policy:

- A. "Colic" means acute abdominal pain caused by spasm, obstruction, twisting, entrapment, impaction, or lack of motility.
- B. "Colic treatment" means medications, treatments, or surgical procedures, including anesthesia, provided to a "horse" by a "qualified veterinarian" as treatment for "colic" including any treatment for gastric ulcer that is prescribed by a "qualified veterinarian" as follow-up to colic surgery.
- C. "Reasonable and customary veterinary fees" means reasonable fees for a necessary veterinary service or product, within the range of the usual fees for the same or similar service or product charged by most veterinarians within the community where the service or product is supplied.
- D. "Surgical or medical treatment" means medication, treatment, and surgical procedures provided to a "horse" by a "qualified veterinarian" as necessary "colic treatment" to which this Additional Coverage – Colic Treatment applies.

All other terms, provisions, conditions, limitations, and exclusions of the **EQUINE MORTALITY - BROAD FORM** policy remain unchanged.