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EQU 1038 (Ed. 05 14)

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

## **SURGICAL ENDORSEMENT**

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

### **I. ADDITIONAL COVERAGE - SURGICAL 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 "surgical 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 endorsement is attached,

provided that the "surgical treatment" is necessary for that "horse" because of any accident, illness, disease, injury, lameness condition or lameness injury, or physical disability, that is first sustained, first occurs or first manifests itself from the effective date of this endorsement to the end of the "policy 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 sum of all "reasonable and customary veterinary fees" incurred in respect of 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 "surgical treatment" provided for or to each "horse."

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

Any payment we make for "reasonable and customary veterinary fees" incurred for "surgical 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 Surgical Treatment and Deductible provisions as set forth above, we will pay you "reasonable and customary veterinary fees" under this endorsement for Gastric Ulcer Treatment as a result of "surgical treatment" of your "horse," subject to the following limitations:

- A. We will pay for gastric ulcer treatment provided to a "horse" by a "qualified veterinarian," but only:**
  - 1. if that treatment is prescribed by a "qualified veterinarian" as a follow-up to "surgical treatment" to your "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 "surgical treatment" for or relating in any manner to:**
  - 1. any accident, injury, lameness condition or lameness injury, or physical disability, that is first sustained, first occurs, or first manifests itself prior to the effective date of this endorsement; or**
  - 2. any illness or disease that is first contracted, first occurs, or first manifests itself, prior to the effective date of this endorsement**
- B. Any "surgical treatment":**
  - 1. for or relating in any manner to any flexural or angular limb deformity (regardless of its cause or origin, and whether or not evident prior to the effective date of this endorsement), including, but not limited to, club foot, valgus or varus deformities, bucked shins, knock knees, and contracted tendons; or**
  - 2. for or relating in any manner to any congenital defect (whether or not evident prior to the effective date of this endorsement), including, but not limited to, umbilical or scrotal hernia, cryptorchidism, hyperkalemic periodic paralysis, hereditary equine regional dermal asthenia, and severe combined immune deficiency syndrome; or**
  - 3. for or relating in any manner to any complication of or arising from the treatment of any accident, disease, injury, lameness condition or lameness injury, illness, or physical disability otherwise excluded from this Additional Coverage; or**
  - 4. 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**
  - 5. provided by someone other than a "qualified veterinarian"; or**
  - 6. for or relating in any manner to any malicious or intentional injury, poisoning, or gross negligence, whether or not caused by you; or**
  - 7. for or relating in any manner to a "horse" being trained to race or used for racing; or**

8. for a "horse" under thirty (30) days or over twenty (20) years of age at the effective date of this endorsement.
- C. Any experimental, homeopathic, or performance-enhancing medication, procedure or treatment, chiropractic treatment, massage treatment, acupuncture, corrective or therapeutic shoeing, shockwave treatment, aqua-tread treatment, hyperbaric chamber treatment, whirlpool treatment, treadmill treatment, laser treatment, or magnetic treatment, whether or not used in conjunction with any other treatment method or used separately.
- D. Any administration of any joint injection, synovial fluid stimulator, or synovial fluid replacer, whether or not used in conjunction with any other treatment method or used separately.
- E. Any elective or voluntary "surgical treatment," including, but not limited to, castration, Caslick's operation, and cosmetic surgery.
- F. Any expense 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.
- G. Any hospitalization or boarding charge from any facility that is neither an accredited school of veterinary medicine nor a licensed veterinary clinic.
- H. 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 – Surgical Treatment:

- A. that you give to us immediate notice of any accident, injury, lameness condition or lameness injury, physical disability, illness, or disease, for which a "horse" has received or is receiving "surgical treatment." 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 accident, injury, illness, lameness condition or lameness injury, physical disability, or disease, and (b) the name and contact information of each "qualified veterinarian" providing such treatment.
- B. that within sixty (60) days of any "surgical treatment" that is the subject of a claim under this Additional Coverage, you submit to us a written report signed by the "qualified veterinarian" who provided such "surgical treatment," describing the "surgical treatment" provided 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 "surgical 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 "surgical 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. **"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.
- B. **"Surgical treatment"** means surgery under general anesthesia, provided to a horse by a "qualified veterinarian," if that surgery is necessitated by an accident, illness, injury, lameness condition or lameness injury, physical disability, or disease, to which this Additional Coverage - Surgical applies.

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