

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

## **LOSS OF USE ENDORSEMENT**

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

### **I. ADDITIONAL COVERAGE - LOSS OF USE**

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 all of the additional terms, provisions, conditions, limitations, and exclusions of this endorsement and in consideration of the additional premium you pay us, we will pay you the indemnity described in **III. Indemnity**, below, if:

**A.** a "qualified veterinarian" selected by you and a "qualified veterinarian" selected by us both agree that:

**1.** a "horse" has:

**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,

become totally and permanently unfit for the use specified for that "horse" in the Declarations; and the total and permanent unfitness is a direct result of an injury first sustained by, or that first occurred to the "horse," from the effective date of this endorsement and before the end of the "policy period"; and

**B.** such injury is reported to us from the effective date of this endorsement, and before the end of the "policy period"; and

**C.** the "horse" is not older than twelve (12) years of age as of the effective date of this endorsement.

For the purposes of this Additional Coverage, the date we agree to pay a claim for Loss of Use is deemed the date of loss.

**II. ADDITIONAL EXCLUSIONS** - In addition to the exclusions set forth in section **IV.** of the **EQUINE MORTALITY - BROAD FORM** policy to which this endorsement is attached, the following additional exclusions also apply to the Additional Coverage for Loss of Use under this endorsement:

**A. Pre-existing Injuries or Conditions** - Regardless of any other cause or event that contributes concurrently or in any sequence to the unfitness of a "horse," we will not pay for any "horse's" unfitness under this endorsement that, directly or indirectly, is caused by, results from, arises out of, or is contributed to by any accident, injury, lameness condition or lameness injury, physical disability, illness, or disease that first occurs, is sustained is contracted, or manifests itself prior to the effective date of this endorsement.

**B. Degenerative Disease or Condition** - Regardless of any other cause or event that contributes concurrently or in any sequence to the unfitness of a "horse", we will not pay for any "horse's" unfitness under this endorsement that, directly or indirectly, is caused by, results from, arises out of, or is contributed to by any of the following:

**1.** navicular syndrome / changes;

**2.** arthritis; or

3. degenerative joint disease.

**C. Breeding** - We will not pay for any "horse's" unfitness under this endorsement that directly or indirectly arises out of, or is related in any manner to, any infertility or unfitness for breeding.

**III. INDEMNITY** - section **III.** of the **EQUINE MORTALITY - BROAD FORM** policy, entitled **PAYMENT OF LOSS**, does not apply to this Additional Coverage for Loss of Use. Instead, the following **Indemnity** provision applies to this additional coverage:

#### **Indemnity**

We will pay you fifty (50) percent of the "agreed value" of your "ownership interest" in that "horse" as specified in the Limit of Liability section of the Declarations. If, however, as of the date of the injury which directly results in the unfitness of the "horse" covered by this Additional Coverage, your actual "ownership interest" in that "horse" is less than the percentage of "ownership interest" specified in the Declarations, then, unless otherwise agreed to by us, the "agreed value" of your "ownership interest" in the "horse" will be automatically reduced proportionately to reflect your decreased "ownership interest" in that "horse" and we will pay you fifty (50) percent of that reduced "agreed value. You will retain your "ownership interest" in the horse.

#### **IV. ADDITIONAL CONDITIONS PRECEDENT**

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 - Loss of Use:

- A.** that you give to us immediate notice of any injury manifested by the "horse." Such notice must be given immediately upon the manifestation of the injury. 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 description of the injury, and the name and contact information of any veterinarian who has attended the "horse" in connection with that injury.
- B.** that within fourteen (14) days after the first manifestation of any injury to a "horse," you must provide us with a written report by a "qualified veterinarian" that includes:
  - 1. a description of any injury sustained by the "horse";
  - 2. the treatment rendered; and
  - 3. the "qualified veterinarian's" opinion as to the "horse's" fitness for the use described in the Declarations and, if the "horse" is unfit for such use, whether such unfitness is total and permanent.
- C.** that we have the right to examine the "horse," and, if we elect, to assume control over the treatment of the "horse" by a "qualified veterinarian" of our choice, at our expense, and to have the "horse" removed for treatment.

**V. OTHER CONDITIONS** - The following additional conditions apply to this additional coverage:

- A. Effect Upon Other Coverages and Earned Premium** - Unless otherwise provided, if we pay a claim under this endorsement:
  - 1. all other insurance coverages provided under the Policy and under any other endorsements will automatically terminate and have no force or effect in respect of that "horse"; and
  - 2. the entire premium for that "horse," including premium for any other endorsements, will be deemed fully earned and immediately due and payable.
- B. Dispute Over Loss of Use** - Any disagreement between your "qualified veterinarian" and our "qualified veterinarian" as to whether or not a "horse" has become totally and permanently unfit for the use specified in the

Declarations, within the time prescribed by this endorsement, as a direct result of an injury that is first sustained or that first occurs on or after the effective date of this endorsement to the end of the "policy period," will be referred to an independent, impartial, and disinterested "qualified veterinarian":

1. who is to be mutually agreed upon by your "qualified veterinarian" and our "qualified veterinarian"; and,
2. whose decision will be final and binding on both you and us.

The fee of the independent "qualified veterinarian" will be apportioned equally between you and us.

IF THE EFFECTIVE PERIOD OF THIS ENDORSEMENT BEGINS AFTER THE POLICY IS ISSUED, THEN THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT TO BE EFFECTIVE.