THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMERGENCY COLIC SURGERY COVERAGE

This endorsement modifies insurance provided under the following:

EQUINE MORTALITY INCLUDING THEFT AND UNLAWFUL REMOVAL COVERAGE FORM

A. For the purposes of this endorsement the following is added to **SECTION I – COVERAGE**, Paragraph **A. INSURING AGREEMENT**:

1. Subject to all the terms, conditions and exclusions of the Insurance Policy to which this Endorsement is attached, in the event an insured **HORSE** is suffering from **COLIC** that requires emergency **SURGERY** to be performed under general anesthetic, WE agree to reimburse YOU for **REASONABLE AND CUSTOMARY VETERINARY FEES** incurred directly for emergency **COLIC SURGERY** performed by a licensed **VETERINARIAN**, and associated **AFTER-CARE,** provided such **SURGERY** and associated **AFTER-CARE** occurs:

    a. During the **PERIOD OF INSURANCE**; or

    b. For policies issued for one (1) year or longer, within ninety (90) days after expiration of the **PERIOD OF INSURANCE** provided that YOU have notified US of the **COLIC** during the **PERIOD OF INSURANCE**.

2. WE will pay up to the **LIMIT OF LIABILITY** stated in Paragraph **B.** below.

3. The Guaranteed Renewal Endorsement, Twelve Month Extension Endorsement and the Automatic Additions Endorsements do not apply to this endorsement.

B. For the purposes of this endorsement, the following is added to **SECTION II – LIMIT OF LIABILITY - THE AMOUNT THAT WE WILL PAY YOU IN THE EVENT OF A CLAIM**:

The maximum that WE will pay to YOU for **REASONABLE AND CUSTOMARY VETERINARY FEES** incurred by YOU in respect of the emergency **COLIC SURGERY** and associated **AFTER-CARE** is:

1. **LIMIT OF LIABILITY**

    The lesser of:

    a. $5,000 per **HORSE;** or

    b. 50% of the amount insured as shown for the covered **HORSE** in the **SCHEDULE.**

2. This **LIMIT OF LIABILITY** is an aggregate limit and applies to the total for all claims per insured **HORSE** per **PERIOD OF INSURANCE**.

3. Notwithstanding the above **LIMIT OF LIABILITY**, the most we will pay for **AFTER-CARE** is limited to no more than:

    a. 50% of the cost of **SURGERY**; or

    b. 15 days from the time of **SURGERY**.

4. This Endorsement will pay for the proportion of costs incurred by YOU in respect of YOUR ownership

    interest only. Therefore if you have a partial interest in the **HORSE**, we will only pay YOU the percentage of the covered expenses as correctly reflects YOUR proportionate interest in the **HORSE**.

5. If the Colic Surgery Endorsement is attached to this Policy:

    a. This Emergency Colic Surgery Endorsement shall provide primary coverage for **REASONABLE AND CUSTOMARY VETERINARY FEES** incurred as a result of an emergency **COLIC SURGERY** or associated **AFTER-CARE**; and

    b. In the event of emergency **COLIC SURGERY** or associated **AFTER-CARE**, the Colic Coverage Endorsement will be excess and WE will pay YOU under that endorsement only when the **LIMIT OF LIABILITY** provided by the Emergency Colic Surgery Endorsement has been exhausted.

C. For the purposes of this endorsement, the following additional exclusions are added to **SECTION III – EXCLUSIONS**:

ADDITIONAL EXCLUSIONS – EMERGENCY COLIC SURGERY COVERAGE

We will not pay for any loss, expenses or **REASONABLE AND CUSTOMARY VETERINARY FEES** relating to:

1. Any emergency **COLIC SURGERY** or **AFTER-CARE** necessitated by any condition that existed, was diagnosed, or was treated prior to the effective date of this Endorsement, or any recurrence thereof.
2. Any surgical procedures not performed under general anesthetic.
3. Any emergency **COLIC SURGERY** not performed by a licensed **VETERINARIAN**.
4. Any examination, medical treatment or medication unless given in conjunction with the emergency **COLIC SURGERY** for which a claim is made.
5. Fees for transportation costs.
6. The costs of any autopsy, **NECROPSY** or post mortem examinations, **HUMANE DESTRUCTION** or euthanasia of the **HORSE**, or disposal of the **HORSE** after death.
7. Malicious or willful injury, poisoning, or gross negligence whether or not caused by YOU.
8. Any **HORSE** under 30 days of age or over 20 years of age on the effective date of the Policy.
9. Any **HORSE** situated outside the territorial limits shown in **SECTION IV – CONDITIONS**, Paragraph **3. Territorial Limits**.

D. For the purposes of this endorsement, the following additional conditions are added to **SECTION IV – CONDITIONS**:

ADDITIONAL CONDITIONS – EMERGENCY COLIC SURGERY

1. It is a condition precedent to OUR liability that the emergency **COLIC SURGERY** referred to above is the direct result of the **HORSE** having shown the first signs of **COLIC** during the **PERIOD OF INSURANCE**, that YOU report such **COLIC** to US promptly, and the notice is received by US before the expiration of the **PERIOD OF INSURANCE**.

2. What You Need To Do In The Event Of A Claim:

a. YOU shall promptly give notice to the person or persons specified in the Policy Declarations or **SCHEDULE** if a **HORSE** shows any signs of **COLIC**. Such notice must include a description of the symptoms, the treatment being administered, and the name and contact information for the **VETERINARIAN** providing such treatment.

b. Within 60 days of any emergency **COLIC SURGERY** or associated **AFER-CARE** that is the subject of a claim under this endorsement, YOU shall:

c. Submit to US a written report signed by the **VETERINARIAN** who carried out such surgery, describing the emergency **COLIC SURGERY** provided and the **HORSE'S** diagnosis and condition. No charge or expense incurred in the preparation of such a report is covered under this endorsement. Any such charges and expenses are your responsibility.

d. Submit to us completed copies of all bills or invoices for such emergency **COLIC SURGERY** and the associated **AFTER-CARE**.

e. YOU shall assist and cooperate with US in the investigation, adjustment and settlement of a claim or potential claim under this endorsement.

3. Any disagreement between **YOUR VETERINARIAN** and OUR **VETERINARIAN** over whether surgery performed on the **HORSE** is considered to be emergency **COLIC surgery**, shall be referred to an

independent **VETERINARIAN** agreed upon by both parties who will act as Arbitrator and whose decision shall be binding on both YOU and US. The fees of the appointed **VETERINARIANS** shall be paid by the appointing party, and the fee of the mutually agreed Arbiter **VETERINARIAN** shall be apportioned equally between YOU and US.

4. On acceptance of a claim, funds will be paid directly to YOU. It is YOUR responsibility to pay the **VETERINARIAN** in accordance with their terms of trade.

E. For the purposes of this endorsement, the following definitions are added:

1. **AFTER-CARE** means costs for care of the **HORSE** while the **HORSE** is kept at the veterinary establishment where the **SURGERY** was performed.

2. **COLIC** means a clinical manifestation of abdominal pain.

3. **REASONABLE AND CUSTOMARY VETERINARY FEES** means reasonable fees charged for a veterinary service or product required in order to provide the **SURGERY** defined in **A.1.** above, within the range of usual fees for the same or similar service or product charged by most **VETERINARIANS** within the community where the service or product is provided.

4. **SURGERY** means non-experimental surgical procedures carried out under general anesthetic by a licensed **VETERINARIAN** and not normally associated with the maintenance of a healthy **HORSE**. It must be necessitated by an accident, injury, lameness, physical disability, illness or disease occurring during the **PERIOD OF INSURANCE**.

All other terms and conditions of the policy remain unchanged.