THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SURGERY COVERAGE ENDORSEMENT- WITHOUT DEDUCTIBLE AND CO-INSURANCE

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 this Insurance Policy and in consideration of the additional premium paid, in the event that an insured **HORSE** suffers an accident, illness or disease during the **PERIOD OF INSURANCE**, WE agree to reimburse YOU for any **REASONABLE AND CUSTOMARY VETERINARY FEES** incurred for **SURGERY** performed under general anesthesia by a licensed **VETERINARIAN**, and associated **AFTER-CARE**, provided such **SURGERY** 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 accident, injury, lameness condition, disability, illness or disease necessitating treatment during the **PERIOD OF INSURANCE**.

2. WE will pay up to the limit of liability stated in Paragraph **B.1.** below and subject to the applicable **DEDUCTIBLE** shown in Paragraph **B. 2.** and **CO-INSURANCE** shown in Paragraph **B. 3.** below.

3. The Guaranteed Renewal Endorsement, Twelve Month Extension Endorsement and the Automatic Additions Endorsement 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:**

1. LIMIT OF LIABILITY

a. The maximum that WE will pay to YOU for **REASONABLE AND CUSTOMARY VETERINARY FEES**, incurred by YOU in respect of the **SURGERY** and associated **AFTER-CARE** after the deduction of the applicable **DEDUCTIBLE** shown in Paragraph **B. 2.** and application of the **CO-INSURANCE** shown in Paragraph **B. 3.** below is the lesser of the limit of liability for All Risks of Mortality for that **HORSE** as shown in the **SCHEDULE** or $[ ] .

b. This limit of liability is an aggregate limit and applies to the total for all claims per insured **HORSE** per **PERIOD OF INSURANCE**.

c. Notwithstanding the above limit of liability, the amount WE will pay for associated **AFTER-CARE** is limited to no more than:

(1) Fifty percent (50) % of the cost of **SURGERY**; or

(2) Fifteen (15) days from the time of **SURGERY**.

2. This endorsement will pay for the proportion of costs incurred by YOU in respect of YOUR ownership interest only. If YOU have a partial interest in the **HORSE**, WE will only pay YOU the percentage of the covered expenses as reflects YOUR proportional interest in the **HORSE**.

OUR payment of a claim or loss under this endorsement will not reduce any other limit of liability afforded by any other part of this Insurance Policy.

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

ADDITIONAL EXCLUSIONS – SURGERY COVERAGE

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

1. Any **SURGERY** directly or indirectly necessitated by any accident, injury, lameness condition, disability, illness or disease which first occurs or first manifests itself prior to the effective date of this endorsement, or any recurrence thereof.

2. Any surgical procedures not performed under general anesthetic.

3. Any congenital birth defect or condition, whether evident or not at the effective date of this endorsement. This includes, but is not limited to umbilical or scrotal hernias, cryptorchidism, hyperkalemic periodic paralysis, hereditary equine regional dermal asthenia, severe combined immune deficiency syndrome.

4. Any flexural or angular limb deformity, including but not limited to club foot, valgus or various deformities, bucked shins, knock knees, and contracted tendons.

5. Any routine, elective or voluntary surgery or medical treatment including, but not limited to, castration, caslick's operations, periosteal elevation and cosmetic surgery.

6. Any examination, medical treatment or medication unless given in conjunction with the **SURGERY** for which a claim is made.

7. Any experimental, homeopathic, complimentary or performance enhancing medication, procedure or treatment whether or not used in conjunction with other treatments or **SURGERY**. This exclusion includes, but is not limited to, chiropractic treatment, massage, acupuncture, treadmill or whirlpool treatment, laser therapy, electrical stimulation or magnetic treatment, hyperbaric chamber treatment, corrective or therapeutic shoeing, aqua-tread treatment and dietary supplements.

8. Any expenses incurred for other than necessary surgical treatment, including but not limited to veterinary travel, call charges or **HORSE** transport fees.

9. The costs of any autopsy, **NECROPSY** or post mortem examinations, **HUMANE DESTRUCTION** or euthanasia of the **HORSE**, or disposal of the **HORSE** after death.

10. Malicious or willful injury, poisoning, or gross negligence whether or not caused by YOU.

11. Any **HORSE** under thirty (30) days of age at the inception date of this Insurance Policy.

12. Racehorses and any **HORSES** in training for racing.

13. Any **HORSE** situated outside the territorial limits shown in **SECTION IV – CONDITIONS**, **A. CONDITIONS PRECEDENT**, Subparagraph **3. Territorial Limits**.

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

ADDITIONAL CONDITIONS – SURGERY COVERAGE

1. It is a condition precedent to OUR liability that the **SURGERY** referred to in Paragraph **A.** above:

a. Is the direct result of an accident, injury, lameness condition, disability, illness, or disease first occurring and first manifesting itself during the **PERIOD OF INSURANCE**;

b. That YOU report such accident, injury, lameness condition, disability, illness, or disease to US promptly; and

c. The notice is received by US before the expiration of the **PERIOD OF INSURANCE**.

2. There is an additional premium specified in the **SCHEDULE** for each **HORSE** to which this Endorsement applies.

3. 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 **SCHEDULE** of any accident, injury, lameness condition or lameness injury, disability, illness or disease, for which a **HORSE** has received or is receiving surgical or medical treatment. Such notice must include a description of the accident, injury, illness, lameness condition or lameness injury, disability or disease and the name and contact information for the **VETERINARIAN** providing such treatment or testing.

b. Within sixty (60) days of any **SURGERY** or **AFTER-CARE** that is the subject of a claim under this endorsement, YOU shall:

(1) Submit to US a written report signed by the **VETERINARIAN** who carried out such **SURGERY**, describing the **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 and all such charges and expenses are YOUR responsibility; and

(2) Submit to US completed copies of all bills or invoices for such **SURGERY** and associated **AFTER-CARE**.

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

4. On acceptance of a claim, funds will be paid directly to YOU, less the **DEDUCTIBLE** as described in Paragraph **B. 2.** above and any applicable **CO-INSURANCE**, as described in Paragraph **B. 3.** above. 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. CO-INSURANCE means a percentage (%) share of the loss that is shared by both YOU and US.

3. DEDUCTIBLE means the amount WE will deduct from the loss before paying YOU.

4. REASONABLE AND CUSTOMARY VETERINARY FEES means reasonable fees charged for a veterinary service or product required in order to provide the **SURGERY** defined in Paragraph **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.

5. 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, disability, illness or disease occurring during the **PERIOD OF INSURANCE**.

All other terms and conditions of the policy remain unchanged.