

Section J – Permanent Loss of Use

You are <u>not</u> automatically covered by this section. **You** will only be covered under this section if **you** have paid the appropriate additional **premium**, provided **us** with the required documents which **we** have agreed and coverage is indicated as covered in the **insurance terms**.

What is covered

We will pay **you** 70% (seventy per cent) of the **agreed value** specified in the **insurance terms** if, during the **policy period** and in the opinion of **your** and **our veterinarian**, **your horse** is rendered permanently incapable of fulfilling the purpose for which it is kept or employed as stated in the **insurance terms**.

The permanent incapacity referred to above must result from an accident, injury, illness or disease first occurring and first manifesting itself during the **policy period**, and **you** must as soon as possible, and in any event before the expiration of this **policy**, provide **us** with written notice of the accident, injury, illness or disease.

What is not covered

We will not cover any horse that is being reared, trained or used for racing under this section of the policy.

We will not make any payment for any loss:

- (a) as a result of blemishing;
- (b) due to the inability of the **horse** to breed;
- (c) as a result of a **horse** being barred from participating in shows by virtue of competition regulations, the exclusion being applicable only with respect to any **horse** suffering from a wind condition or which has been operated on for such conditions;
- (d) as a result of lack of ability or suitability or behavioural problems;
- (e) resulting from all acts similar to the illegal practice of veterinary medicine.

Specific conditions in the event of a claim

In the event of a disagreement between **your** and **our veterinarian** over the permanent incapacity of the **horse**, **you** and **we** may agree to refer the matter to an independent **veterinarian** agreed upon by **you** and **us** who will provide an independent decision. The decision of the independent **veterinarian** will be binding on **us** but not binding on **you**. The fees of the appointed **veterinarian** shall be paid by the appointing party, and the fee of the mutually agreed independent **veterinarian** shall be shared equally between **you** and **us**.

In the event of any payment under this **policy we** reserve the right to take title and possession of the **horse.**

