

WIND INFIRMITY INSURANCE EXTENSION

1. In consideration of the appropriate premium having been paid the Insurers hereon agree to indemnify the Insured, to the extent of the limit of the Insurers' liability (determined and hereinafter provided) under this insurance, in the event that any **2019** foal insured hereunder having been sold at public auction in **2020** Yearling Sales at Messers. Tattersalls Ltd. and/or Tattersalls (Ireland) Ltd. and or Goffs Bloodstock Sales Ltd. and/or Doncaster Bloodstock Sales Ltd. and/or Arqana (Deauville) shall be returned to the Insured in accordance with the respective sales company's Conditions of Sale in so far as they apply to Wind.
2. This insurance shall also extend to indemnify the Insured in the event that any **2019** foal insured hereunder shall be suffering from laryngeal hemiplegia sufficient to prevent the issue of a "pre-sale Certificate" in accordance with the relevant Condition of Sale of Messers. Tattersalls Ltd. and/or Tattersalls (Ireland) Ltd. and or Goffs Bloodstock Sales Ltd. and/or Doncaster Bloodstock Sales Ltd. and/or Arqana (Deauville) governing their **2020** Yearling Sales. In the event of the Insured's veterinary surgeon finding a defect in the Wind of an insured foal as a result being unable to issue the aforementioned "pre-sale Certificate" the Insurers shall be entitled to appoint their own veterinary surgeon to examine the insured foal, should they so desire. In the event that the Insured's veterinary surgeon and the Insurers' veterinary surgeon fail to agree over the condition of the foal's Wind the matter shall be referred to an independent veterinary surgeon mutually acceptable to both parties who will act as arbitrator. His decision shall be final and binding on both parties.
3. The limit of the Insurers' liability for **2019** foals insured hereunder shall be subject to the following limitations:
 - a) For foals purchased at public auction

The purchase price plus any non-recoverable V.A.T. plus buyers commission (if applicable) plus a maximum of £5,000.00 expenses for keep, veterinary fees etc.
 - b) For foals purchased privately or homebred

The purchase price (if applicable) or production cost of the animal but (unless specifically agreed otherwise by the Insurers) this amount is not to exceed one and a half times the published nomination fee of the foal's sire in the year that the foal was conceived, plus a maximum of £20,000.00 expenses for keep, veterinary fees etc.
4. It is a condition of this insurance that all **2019** foals owned by the Insured which are being offered for sale as yearlings in **2020** are proposed for insurance hereunder unless specifically agreed otherwise by the Insurers.
5. It is warranted that any foal proposed for insurance hereunder has not been endoscopically or otherwise examined with regard to its Wind or, if so examined, that the certified result is declared to the Insurers at the inception of this insurance.
6. In respect of any **2019** foal not purchased at public auction in **2019** the Insurers shall require a proposal form to be completed at the inception of this insurance and coverage hereunder shall be based on the information contained in this proposal, the truth of such information being expressly warranted by the Insured.
7. **In the event of the Insurers paying a claim under this extension on any foal insured hereunder the Insurers shall if they so wish take undisputed ownership of the foal concerned and all papers pertaining thereto. Failure or inability of the Insured to deliver undisputed 100% ownership of the live foal to the Insurers as salvage will void this insurance and relieve the Insurers of all liability hereunder.**
8. **In the event of a claim the Limit of Liability is either the Fall of Hammer price at Public Auction or the Sum Insured, whichever the lower.**
9. **Any horse that has previously failed a Wind Panel, cannot, at any time, be insured for Unsoundness of Wind**