

UNSOUNDNESS OF WIND ENDORSEMENT (For attachment to L.E. U.K.)

What is covered

Subject to all the terms and conditions of the insurance to which this Endorsement relates and subject to the additional important conditions below;

if during the **period of insurance**:

1. Any foal **you** have purchased this **endorsement** for is sold at public auction the following year at public auction and is returned to **you** in accordance with the respective sales company's Conditions of Sale applicable to Wind; or
2. In the event any **horse you** have purchased this **endorsement** for is suffering from laryngeal hemiplegia sufficient to prevent the issue of a "pre-sale Certificate" in accordance with the relevant Condition of Sale of the applicable auction houses;

We will pay up to, but not exceeding, the sum insured specified in the **schedule** in respect of that **horse**.

Additional important conditions

The following conditions must be complied with.

All foals owned by **you** which are being offered for sale the following year are proposed for insurance unless specifically agreed otherwise by **us**.

The **horse** proposed for this insurance must be wholly owned by **you** unless specifically agreed otherwise by **us**.

In respect of any **horse** not purchased at public auction **we** will require a proposal form to be completed at the inception of this Insurance and coverage will be based on the information contained in this proposal, the truth of such information being correct to the best of **your** knowledge.

What is not covered

Any **horse** that has been endoscopically or otherwise examined with regard to its Wind, unless that the certified result is declared to **us** and agreed in writing at the inception of this insurance.

Any **horse** that has previously failed a Wind Panel

How we deal with your claim

In the event of **your** veterinary surgeon finding a defect in the Wind of an insured weanling as a result being unable to issue the aforementioned "pre-sale Certificate" **we** shall be entitled to appoint **our** own veterinary surgeon to examine the insured weanling, if **we** desire. In the event of a disagreement between **your** and **our** veterinary surgeons, **you** and **we** may agree to refer the matter to an independent veterinary surgeon agreed upon by **you** and **us** who will provide an independent decision. The decision of the independent veterinary surgeon will be binding on **us** but not binding on **you**. The fees of the appointed veterinary surgeons shall be paid by the appointing party, and the fee of the mutually agreed independent veterinary surgeon shall be shared equally between **you** and **us**

Maximum amount we will pay

The amount **we** will pay in the event of a claim for a **horse you** have insured will be subject to the following limitations:

- a) For **horses** purchased at public auction the **sum insured** will be limited to

The purchase price

+

Buyers commission (if applicable)

+

Any non-recoverable V.A.T

+

a maximum of £5,000.00 (or currency equivalent) expenses for keep and veterinary fees incurred

- b) For **horses** purchased privately or homebred the sum insured will be limited to

The purchase price (if applicable)

or

The production cost of the insured foal but (unless specifically agreed otherwise by **us**) this amount is not to exceed one and a half times the published stud fee of the insured foal's sire in the year that the insured foal was conceived,

+

A maximum of £10,000.00 (or currency equivalent) expenses for keep and veterinary fees incurred.

In the event **we** pay a claim under this extension on any **horse** insured hereunder **we** have the right to take undisputed ownership of the insured **horse** and all papers pertaining to it.

In the event that any **horse** insured hereon is sold at auction for an amount that is less than the sum insured, **our** liability is limited to the fall of hammer price including any commission due to the auctioneers. In the event that the sum insured is reduced **you** will be entitled to a return of premium on the amount by which the sum insured has been reduced, calculated on a proportional daily basis from the date of the reduction until the expiry of this insurance as stated in the **schedule**.