

SECTION 3A – FULL AND TOTAL PERMANENT LOSS OF USE DUE TO ACCIDENT, INJURY, ILLNESS OR DISEASE

This Section is only included if selected by YOU, any additional premium paid and shown on the CERTIFICATE as included.

COVER PROVIDED

Subject to the terms and conditions of this CERTIFICATE OF INSURANCE WE will pay YOU 60% of the SUM INSURED specified in the CERTIFICATE OF INSURANCE for a LOSS OF USE claim for HORSES up to the age of 14 years, unless specifically agreed by US. This claim must be due to a HORSE sustaining an ACCIDENTAL INJURY or contracting an ILLNESS which results in the HORSE becoming totally and PERMANENTLY incapable of fulfilling the functions and duties required for its principal use as stated in the CERTIFICATE OF INSURANCE.

EXCLUSIONS SPECIFIC TO THIS SECTION

In addition to the General Exclusions the following exclusions apply to this Section.

WE will not cover:

- (a) PERMANENT LOSS OF USE directly or indirectly arising from or caused by a condition becoming apparent within 45 days from the start date of the PERIOD OF INSURANCE which, in the opinion of OUR VETERINARIAN may have been concealed by the presence of non-steroidal anti-inflammatory or analgesic medication, unless a blood test has been carried out at inception of the policy and the results have been shown to be negative for the medications as stated above.
- (b) Any disfigurement or blemish following an INJURY or ILLNESS which renders the HORSE unsuitable for showing or sale because of its appearance, unless the condition is described specifically in the CERTIFICATE OF INSURANCE.
- (c) Any abnormalities of the reproductive organs in the case of a HORSE kept for breeding, other than those caused by accidental INJURY or ILLNESS occurring during the PERIOD OF INSURANCE.
- (d) PERMANENT LOSS OF USE that occurs more than 12 MONTHS after the date the INJURY happened or the ILLNESS first showed clinical symptoms, unless an extended period is agreed to by US.
- (e) PERMANENT LOSS OF USE that results from any INJURY or ILLNESS that first showed CLINICAL SIGNS either before the HORSE's cover started, the CERTIFICATE OF INSURANCE was renewed or the date this Section was added to YOUR insurance or within the first 45 days of YOUR first PERIOD OF INSURANCE with US.
- (f) PERMANENT LOSS OF USE that results from an INJURY or ILLNESS that is caused by, relates to or results from an INJURY that happened before the HORSE's cover started, the policy was renewed or the date this Section was added to YOUR insurance or within the first 45 days of YOUR first and continuous POLICY PERIOD with US.
- (g) PERMANENT LOSS OF USE resulting from or connected with any activity not described in the CERTIFICATE OF INSURANCE.
- (h) PERMANENT LOSS OF USE of the HORSE if it results from a vice or any behavioural disorder.
- (i) Any amount for PERMANENT LOSS OF USE if the HORSE is not allowed to take part in any show or competition because of any regulations.

CONDITIONS SPECIFIC TO THIS SECTION

In addition to the General conditions, the following also apply to this Section.

- (a) YOU must have selected this Section which is noted in the CERTIFICATE OF INSURANCE as applying to the HORSE.
- (b) YOU must immediately arrange, at YOUR own expense, for a VETERINARIAN to examine and treat the HORSE if it shows CLINICAL SIGNS of an INJURY, ILLNESS or DISEASE.
- (c) If it is YOUR VETERINARIAN's opinion that the HORSE will never be able to take part in any of the activities set out in the CERTIFICATE OF INSURANCE, YOU must send US a report from YOUR VETERINARIAN giving details of the HORSE'S ILLNESS or INJURY and the reasons for the opinion. If WE decide, WE will refer the case history to OUR VETERINARIAN.

- (d) If YOUR VETERINARIAN and OUR VETERINARIAN do not agree that the ILLNESS or INJURY the HORSE is suffering from will prevent it from ever taking part in any of the activities set out in the CERTIFICATE OF INSURANCE, then YOUR VETERINARIAN and OUR VETERINARIAN will jointly appoint a third VETERINARIAN whose decision will be binding on all parties. The cost of the third VETERINARIAN will be shared equally between YOU and US. A final decision on settlement under this Section will not be made prior to 120 days from the original date of INJURY or ILLNESS, unless specifically agreed by US. On settlement of a claim under this Section, WE will be released from all further liability under this CERTIFICATE OF INSURANCE for the disabled HORSE, in respect of Sections 1 & 2. There will be no premium refund.
- (e) The period of 12 MONTHS (see exclusion (d) above) will always start from the earliest date in the PERIOD OF INSURANCE that:
- (i) The INJURY first happened; or
 - (ii) The ILLNESS or CLINICAL SIGNS were first noticed; or
 - (iii) An ILLNESS with the same diagnosis or CLINICAL SIGNS as the ILLNESS or CLINICAL SIGNS that caused the PERMANENT LOSS OF USE were first noticed, no matter how many times the same ILLNESS or the same CLINICAL SIGNS are noticed in or on any part of the HORSE'S body; or
 - (iv) If a number of INJURIES, ILLNESSES, or CLINICAL SIGNS are diagnosed as one INJURY or ILLNESS, or it is found that they are caused by, or relate to another INJURY or ILLNESS, the period of 12 MONTHS will start from the date in the POLICY PERIOD that the first INJURY happened or the first CLINICAL SIGNS of any of the ILLNESSES were noticed.
- (f) WE will not make any claim payment until WE receive evidence of formal identification of the HORSE.
- (g) Once WE have agreed the settlement of YOUR claim, YOU must agree to have the LOSS OF USE FREEZE MARK placed on the HORSE. WE will not make any claim payment until WE have received confirmation the FREEZE MARK has been done. If YOU have decided to euthanise the HORSE, WE will not make any claim payment until WE have confirmation from a VETERINARIAN that the HORSE has been euthanised and identified.