

Section J – Permanent Loss of Use

You are not 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**.