

EMERGENCY COLIC SURGERY EXPENSE ENDORSEMENT
(For attachment to L.E. (U.S.A.) Equine Insurance)

Subject to all of the terms, conditions and exclusions of the Insurance to which this extension is attached, and in consideration of the additional premium paid, it is agreed that the Insurance is extended to indemnify the INSURED for veterinarian fees which are incurred as a direct result of EMERGENCY COLIC SURGERY.

This endorsement modifies insurance provided under your Animal Mortality Coverage Form. The following endorsement will contain several bold typed words that have specific meanings. Refer to the Definition section of this form to obtain the specific meaning of the bold typed words.

The insured animal(s) listed in the Declarations or in the schedule above as part of this endorsement are covered for emergency colic surgery expense. We will pay **reasonable and customary** fees incurred by each animal up to an annual aggregate maximum per policy year of:

- 1) the actual cost of the **"emergency colic surgery"** procedure not to exceed the lesser of:
 - a) 50% of the limit of insurance on the insured animal, or
 - b) \$3,000

Charges incurred and considered in **"emergency colic surgery"**, but not paid in addition to the lesser of 50% of the limit of insurance on the insured animal or \$3,000 include:

- 1) Post-operative care expense not to exceed:
 - a) 50% of the surgical fee of the **"emergency colic surgery"**, and/or
 - b) 15 days treatment from the occurrence of the insured emergency colic surgery.
- 2) **"Third party emergency transportation"** not to exceed:
 - a) \$300

EXCLUSIONS

- 1) Any animal(s) that have suffered colic, or impaction or torsion in the twelve (12) months prior to the effective date of this policy.
- 2) Any animal(s) that have undergone digestive tract resection at any time.

CONDITIONS APPLICABLE

1. Claims Notification: Immediate notice is required in accordance with Items 7 and 8, page 2 of 4 of the Policy. However, within sixty (60) days of the colic surgery, you must file with the Company a detailed Sworn Statement of Loss that includes a report signed by the attending licensed veterinarian describing the colic surgery performed, the Insured Animal's condition, copies of paid, itemized bills showing all fees, costs and expenses for colic surgery, associated with post-operative care and third party emergency transportation.
2. The **"emergency colic surgery"** must be performed:
 - a) During the Policy Period; and
 - b) By a licensed veterinarian in:
 - (1) an equine surgical clinic, or
 - (2) a school of veterinary medicine, located within the continental United States or Canada.
3. Within sixty (60) days after **"emergency colic surgery"**, you must file with us a statement of loss that includes:
 - a) a report signed by the attending licensed veterinarian describing the **"emergency colic surgery"** performed and the "Insured Animal's" condition; and
 - b) copies of paid, itemized bills showing all fees, costs and expenses for **"emergency colic surgery"**, associated post-operative care and **"third party emergency transportation"**.
4. If you have other insurance covering **"emergency colic surgery"**, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

DEFINITIONS APPLICABLE

1. **"Emergency colic surgery"** means the actual cost of any invasive corrective or surgical procedure performed under general anesthesia used in the treatment of acute abdominal pain of the equine large and/or small intestine. **"Emergency colic surgery"** does not include veterinarian trip or call charges, diagnostic tests such as examinations, palpations, x-rays or any non-surgical procedure such as the administering of mineral oils or injections of pain killers to treat mild colic symptoms related to the occurrence.
2. **"Third party emergency transportation"** means the transportation of the "Insured Animal" to a school of veterinary medicine or an equine surgical clinic for **"emergency colic surgery"** by an independent contractor, who is not an employee or a relative of named insured.
3. **"Reasonable and customary fees"** means fees that are:

- a. Within the range of usual fees for the same or a similar service or supply billed by most veterinarians within a given area; or
- b. Justified by all the attending circumstances, including but not limited to, the time required to perform the service or procedure, the severity of the condition treated and the complexity of treatment of a particular case.