

## **UNSOUNDNESS OF WIND EXTENSION CLAUSE ATTACHING TO ALL RISKS OF MORTALITY POLICY**

1. In consideration of the appropriate premium having been paid, Underwriter's agree to indemnify the INSURED to the extent of the Sum Insured (as specified herein) in the event that any insured HORSE, having been sold at public auction at Inglis, Magic Millions and/or New Zealand Bloodstock, shall be returned to the INSURED in accordance with the respective Sales Company's Conditions of Sale, insofar as they apply to Wind (Roarers and Respiratory Problems, not Windsuckers).
2. This coverage shall also extend to indemnify the INSURED in the event that any insured Yearling is suffering from laryngeal hemiplegia sufficient to prevent the issue of a pre-sale Certificate in accordance with the relevant Condition(s) of Sale of Inglis, Magic Millions and/or New Zealand Bloodstock. In the event of the INSURED's VETERINARY SURGEON finding a defect in the Wind of the insured Yearling, and, as a result, is unable to issue the said Certificate, Underwriter's shall be entitled to appoint their own VETERINARY SURGEON to examine the insured HORSE should Underwriters so desire. In the event that the INSURED's VETERINARY SURGEON and Underwriter's VETERINARY SURGEON fail to agree over the condition of the insured HORSE's Wind, the matter shall be referred to an independent VETERINARY SURGEON mutually acceptable to both parties who will act as arbitrator and whose decision shall be final and binding on both parties.
3. The Sum Insured for insured Foals/Weanlings shall be subject to the following limitations:
  - a) Purchased at public auction, the purchase price plus any non-recoverable GST, plus any buyer's commission (if applicable), plus a maximum of AUD 20,000 expenses of keep, veterinary fees etc;
  - b) Purchased privately or homebred, the purchase price (if applicable) or value agreed by Underwriters.

In any event (a or b), Underwriter's liability hereunder shall not exceed the sale price realised at public auction as a Yearling, or the Sum Insured, whichever is the lesser.
4. It is a condition of this Insurance that all Foals/Weanlings are 100% owned by the INSURED. Underwriters may accept lesser percentage owned interests (part ownership), upon application by the INSURED and Underwriters agreement in writing.
5. It is warranted that any Foal/Weanling proposed for insurance under this extension clause has not been endoscopically examined, or, if so examined, that the certified result of the examination is fully declared to Underwriters at the inception of this extension clause.
6. In the event of Underwriters paying a claim on any HORSE under this extension clause, Underwriters shall, if they so wish, take undisputed ownership of the HORSE. The failure or inability of the INSURED to deliver undisputed ownership of the live HORSE to Underwriters as salvage shall void this insurance and relieve Underwriters from all liability in respect of such HORSE.
7. The premium applicable to this extension clause is deemed to have been earned by Underwriters in full and there shall be no return of any part of the premium upon the insured HORSE being sold, or in the event of an insurance claim paid by Underwriters.