

WOBLER SYNDROME CLAUSE
(For attachment to Equine Policies, excluding USA)

Definitions

Wobbler syndrome: - HORSE is suffering from cervical vertebral malformation and/or spinal cord compression and/or cervical compressive myelopathy.

Grade Levels Definition

0 = Neurologically normal.

1 = Neurological defects barely detectable at normal gaits; exacerbated by excitatory tests.

2 = Neurological defects readily seen at walk.

3 = Neurologically worse defects and a HORSE may stumble or fall with manipulation.

4 = HORSE may fall at normal gaits.

5 = Recumbent.

Subject to all of the terms, conditions and exclusions of the Insurance to which this clause is attached, the Underwriters will indemnify the Assured in the event of the HORSE being diagnosed during the period of the Insurance as suffering from the condition known as wobbler syndrome of a minimum level of Grade 3, which is deemed to be chronic and progressive in nature, as defined herein and subject to the conditions stated below.

CONDITIONS

- a) It is a condition precedent to any liability of the Underwriters that the diagnosis of wobbler syndrome be supported by an up to date negative test for Equine Protozoal Myelitis and radiographic &/or myelographic evidence where deemed necessary (during the period of this Insurance) confirming wobbler syndrome (as defined above) and that this is deemed by both the Assured's and the Underwriters' Veterinary Surgeon to be chronic in nature and progressive and of a minimum level of grade 3 as stated above.
- b) This Insurance is extended to cover death or destruction for humane reasons of the HORSE directly caused by, happening through, in consequence of or contributed to by a surgical operation conducted by a Veterinary Surgeon and certified by him to have been necessitated solely by the radiographic &/or myelographic evidence in a) above.
- c) It is a condition precedent to any liability of the Underwriters that in the event of any uncertainty or dispute between the Assured's and the Underwriters' Veterinary Surgeon as to whether the wobbler syndrome condition confirmed by radiographic &/or myelographic evidence is chronic in nature and progressive and of a minimum level of grade 3 as stated above then a third Veterinary Surgeon mutually agreed upon by the two appointed Veterinary Surgeon shall render an independent opinion which will be final and binding upon the Assured and the Underwriters. The fees of the appointed Veterinary Surgeon shall be paid by the party making the appointment and the fee of the mutually agreed Veterinary Surgeon shall be apportioned equally between the Assured and the Underwriters.
- d) In the event of a settlement by the Underwriters of a claim under this extension clause then undisputed title and ownership of the Assured's interest in the HORSE shall pass to the Underwriters if so desired by them.