

**WOBBLER SYNDROME CLAUSE  
(FOR ATTACHMENT TO THE L.E. (U.S.A.) EQUINE INSURANCE**

**Definitions**

Wobbler syndrome: - HORSE is suffering from cervical vertebral malformation and/or spinal cord compression an/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 gait.
- 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 INSURED 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 by an up to date negative test for Equine Protozal 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 INSURED's and the Underwriters' VETERINARIAN 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 HUMANE DESTRUCTION of the HORSE directly caused by, happening through, in consequence of or contributed to by a surgical operation conducted by a VETERINARIAN 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 INSURED's and the Underwriters' VETERINARIAN 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 VETERINARIAN mutually agreed upon by the two appointed VETERINARIANS shall render an independent opinion which will be final and binding upon the INSURED and the Underwriters, The fees of the appointed VETERINARIAN shall be paid by the party making the appointment and the fee of the mutually agreed VETERINARIAN shall be be apportioned equally between the INSURED 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 INSURED's interest in the HORSE shall pass tot the underwriters if so desired by them.

**Words and terms appearing in all capital letters (other than headings) are defined in the L.E. (U.S.A.) Equine Insurance Form, of which this clause is part.**

