# **EQUINE PREGNANCY INSURANCE CONTRACT**

This Equine Pregnancy Insurance Contract ("Contract") is entered into by and between:

#### **1. Parties Involved**

#### **Insured Party**:

Name of the Owner of Embryo:

Address:

**Contact Information:** 

("the Insured")

Insurer: Hans Smet ETC ("the Insurer")

#### 2. Subject of Insurance

- Type of Coverage: Insurance coverage for equine pregnancy in embryo recipient mare owned by ETC Hans Smet commencing from Day 45 until Day 315 of gestation, counting from the day of embryo transfer.
- Details of the Embryo/Pregnancy: The pregnancy is carried by the recipient mare mentioned in the attached leasing contract, and the embryo was transferred under supervision of the Insurer.

## 3. Coverage Period

This Contract provides coverage for the insured pregnancy starting at **Day 45** post-embryo transfer and terminating at **Day 315** of the same pregnancy.

## 4. Insured Value

In the event of:

• Pregnancy loss (including miscarriage, abortion, stillbirth, or resorption, or pregnancy loss as a consequence of death of the recipient mare)

The Insurer, Hans Smet ETC, will provide **one (1) recipient mare free of charge** for embryo transfer in the **calendar year following the embryo transfer** that is the subject of this Contract.

- The embryo transfer will be carried out exclusively at the facilities of ETC Hans Smet and performed by ETC Hans Smet personnel within the year following the start of the lost pregnancy.
- An **unlimited number** of embryo transfers can be performed in recipient mares provided by Hans Smet ETC until a pregnancy reaches **Day 45 of gestation**.
- Once a pregnancy reaches **Day 45**, the obligation of the Insurer is considered fulfilled.
- Any **additional** pregnant recipient mares established in the same season are subject to charges as outlined in the Insurer's **standard recipient mare contract**.

# 5. Coverage Terms and Conditions

#### **Covered Events**:

- Miscarriage, abortion, stillbirth, reabsorption.
- Death of the embryo/pregnancy due to illness, accident, or natural causes during the coverage period.

#### **Exclusions**:

- Failure to vaccinate :
  - Equine influenza (once a year)
  - Tetanos (once a year)
  - Equine Herpes Virus (rhinopneumonitis) at 5, 7 and 9 months pregnancy (is <u>mandatory</u> in case of insurance policy)
- Twin pregnancy as a result of splitting of the embryo in utero
- Improper or negligent veterinary care.
- Fraudulent activities or misrepresentations.

## 6. Obligations of the Insured

The Insured shall:

- Ensure the recipient mare receives regular veterinary examinations and adheres to veterinary recommendations.
- Notify the Insurer **immediately** in case of any signs of pregnancy loss, abnormalities, or death of the mare.

## 7. Claims Procedure

- Claims must be submitted in writing within **5 business days** after the diagnosis of pregnancy loss, abortion or death of the mare by a certified veterinarian. Required documentation includes: Veterinary report confirming loss or death.
- Claims will be reviewed and resolved within **30 days** of complete documentation submission.

## 8. Veterinary Certification

- A licensed veterinarian at ETC Hans Smet will certify that the pregnancy has reached **Day 45**, with a visible heartbeat.
- Additional veterinary check-ups may be performed by the Insured. In case of signs of abnormalities or pregnancy loss, the Insured must notify the Insurer immediately.
- Certification to be shared with the Insurer upon request.

#### 9. Premium and Payment Terms

- Premium: 350€
- Payment Due: at 45 days of pregnancy
- Late Payment: May result in suspension or termination of coverage with written notice.

#### **10. Termination or Cancellation**

This contract may be terminated:

- Automatically if the pregnancy ends prior to Day 45.
- No refund is applicable after coverage has started.

## 11. Governing Law and Jurisdiction

This contract shall be governed by the laws of Belgium. Any disputes arising from this contract shall be subject to the **exclusive jurisdiction of the courts of Ghent, Belgium**.

## 12. Signatures

By signing below, the parties acknowledge and accept all terms and conditions of this Contract.

#### Signed by the Insured:

Name: \_\_\_\_\_\_

Signature:

Date: \_\_\_\_\_

## Signed by the Insurer (Hans Smet ETC):

Name: \_\_\_\_\_\_

Signature:

Date: \_\_\_\_\_

#### Annexes:

• Leasing Contract for Recipient Mare