

Stallion Permanent Disability Endorsement

(For attachment to Equine Mortality Policy B02)

Insured	
Policy Number	
Policy Period	
Effective Date of Endorsement	

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Words and terms appearing in all capital letters (other than headings) are defined in the GLOSSARY below and/or in the Equine Mortality Policy B02, to which this Endorsement is a part.

GLOSSARY

As used herein:

1. "STALLION" means and is restricted to:
Whole or part interest of an entire male HORSE specified in the DECLARATION of insured HORSES as a stallion.
2. "IMPOTENT" means:
The failure of the HORSE to achieve intromission.
3. "INFERTILE" means:
Sterile.
4. "SERVING MARES" means:
Achieving intromission.

This endorsement changes the policy to which it is attached as follows:

Subject to all of the terms, conditions and exclusions of the policy to which this Endorsement is attached, and in consideration of the additional premium paid as stated in the DECLARATION, it is agreed that this policy is extended to indemnify YOU in the event of the HORSE becoming, during the period of this policy, totally and permanently:

- a) IMPOTENT;
or
- b) INFERTILE;
or

- c) incapable of SERVING MARES,

as a result of an accident, injury, illness or disease first occurring and first manifesting itself and reported during the period of this policy.

Such indemnity shall be limited to the FAIR MARKET VALUE of the HORSE immediately prior to the accident occurring or first manifestation of the injury, illness or disease giving rise to the loss, but shall not exceed OUR limit of liability specified in the DECLARATION.

ADDITIONAL CONDITIONS PRECEDENT

1. It is a condition precedent to OUR liability that YOU shall comply with all of the terms and conditions of the policy to which this Endorsement is attached.
2. It is a condition precedent to OUR liability that YOU shall give immediate notice to the person or persons specified in the DECLARATION in accordance with Condition 7 c) of the Policy to which this Endorsement is attached, in the event of any indication of the HORSE being or becoming IMPOTENT, INFERTILE or incapable of SERVING MARES.
3. Following notification in accordance with Additional Conditions Precedent 2 above, in the event that such accident, injury, illness or disease has not resulted in a permanent total disability until after the expiry date of this policy, claims shall be considered under this Endorsement providing the permanent total disability as agreed by two VETERINARIANS, one appointed by YOU and one appointed by US, shall have arisen within 12 (twelve) months from expiry of the policy.
4. In the event of any uncertainty or dispute as to whether such accident, injury, illness or disease, has caused the HORSE to be totally and permanently IMPOTENT, totally and permanently INFERTILE or totally and permanently incapable of SERVING MARES, it is agreed that the uncertainty or dispute shall be referred to a panel of three VETERINARIANS. Two VETERINARIANS shall be appointed, one by YOU, and one by US, and a third shall be mutually agreed upon by the two appointed VETERINARIANS. The decision of this panel in the matter shall be final and binding on both YOU and US. The fees of the appointed VETERINARIANS shall be paid by the party making the appointment, and the fee of the mutually agreed VETERINARIAN shall be apportioned equally between YOU and US.

5. In the event of a claim :
 - a) for 100% interest in the HORSE, WE shall, if they so elect, take undisputed ownership of the HORSE. Failure or inability to deliver undisputed ownership of the HORSE live to US as salvage will void this Endorsement and relieve US of all liability.
 - b) for less than 100% of each and every one of the shares in the HORSE, or for less than 100% ownership interest in the HORSE if not syndicated, WE shall, if WE so elect, take undisputed title to and possession of any interest in the HORSE for which claims have been made. It is understood and agreed that payment of a claim under this Policy entitles US to all rights under the Syndicate, Partnership, Joint Ownership or other similar agreement. Failure or inability to deliver title to and possession of any undisputed interest in the HORSE for which claims have been made will void this Endorsement and relieve US of all liability.
6. In the event of a claim under this Endorsement WE shall be subrogated to all rights and remedies which YOU may have against third parties in connection with the said claim.

Except as modified, the policy remains in effect, subject to its terms and conditions.

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