

STALLION PERMANENT TOTAL DISABILITY EXTENSION ENDORSEMENT

(For attachment to L.E. UK)

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the “Definitions” section of the insurance, or as shown below.

Impotent means the failure of the stallion to achieve intromission.

Infertile means sterile.

Serving mares means achieving intromission.

Stallion means whole or part interest of the stallion or stallions specifically listed in the schedule for coverage under this Endorsement.

What is covered

Subject to all of the terms and conditions of the insurance to which this **Endorsement** relates and subject to the additional important conditions below, it is agreed that this insurance is extended to provide cover in the event of the **stallion** becoming, during the **period of insurance**, 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 insurance**.

This cover is limited to the **fair market value** of the **stallion** immediately prior to the accident occurring or first manifestation of the injury, illness or disease giving rise to the loss, but shall not exceed the sum insured specified in the **schedule**.

What is not covered

This **Endorsement** does not provide cover for any loss arising from the death, theft or **humane destruction** of the **stallion**.

Additional important conditions

- a) **You** must comply with all of the terms and conditions of the insurance to which this Endorsement relates.
- b) **You** must as soon as practicable notify **your broker** in accordance with the “How to make a claim” section of the insurance to which this Endorsement relates, in the event of any indication of the **stallion** being or becoming **impotent**, **infertile** or incapable of **serving mares**.

If **you** fail to comply with the additional important conditions above, and those in the insurance to which this Endorsement relates, **your** claim may not be paid, or **your** insurance could become invalid.

How we deal with your claim

- a) Following notification in accordance with additional condition b) above, in the event that an accident, injury, illness or disease has not resulted in a permanent total disability until after the expiry date of this insurance, claims shall be considered under this Endorsement providing the permanent total disability as agreed by two **veterinary surgeons**, one appointed by **you** and one appointed by **us**, arose within 12 (twelve) months from the date of first occurrence or manifestation of the accident, injury, illness or disease.
- b) In the event of any uncertainty or dispute as to whether such accident, injury, illness or disease, has caused the **stallion** to be totally and permanently **impotent**, totally and permanently **infertile** or totally and permanently incapable of **servicing mares**, if **you** and **we** agree, the uncertainty or dispute can be referred to a panel of three **veterinary surgeons**. Two **veterinary surgeons** shall be appointed, one by **you** and one by **us**, and a third shall be mutually agreed upon by the two appointed **veterinary surgeons**. The decision of this panel is binding on **us**, but not binding on **you**. The fees of the appointed **veterinary surgeons** shall be paid by the party making the appointment, and the fee of the mutually agreed **veterinary surgeon** shall be apportioned equally between **you** and **us**.
- c)
 - i) In the event of a claim for 100% interest in the **stallion**, **we** have the right to take undisputed ownership of the **stallion**. Failure or inability to deliver undisputed ownership of the **stallion** live to **us** as salvage will void this Endorsement and **we** will not pay any related claim.
 - ii) In the event of a claim for less than 100% of each and every one of the shares in the **stallion**, or for less than 100% ownership interest in the **stallion** if not syndicated, **we** have the right to take undisputed title to and possession of any interest in the **stallion** for which claims have been made. Payment of a claim under this Endorsement 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 **stallion** for which claims have been made will void this Endorsement and **we** will not pay any related claim.