

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCIDENT, SICKNESS AND DISEASE INFERTILITY ENDORSEMENT

This endorsement modifies the insurance provided under your **EQUINE MORTALITY - BROAD FORM** policy, by adding the following separate Additional Coverage:

I. ADDITIONAL COVERAGE - ACCIDENT, SICKNESS AND DISEASE INFERTILITY

Subject otherwise to all of the terms, provisions, conditions, limitations and exclusions of the Policy to which this endorsement is attached, and subject also to all of the additional terms, provisions, conditions, limitations, and exclusions of this endorsement, and in consideration of the additional premium you pay to us, we will pay you the Limit of Liability applicable to a "stallion" as specified in the Declarations if:

- A.** from the effective date of this endorsement to the end of the policy period; or
- B.** within 120 days immediately after the end of the "policy period" if the "policy period" is 365 days or longer but in no event longer than the Policy as defined in the **EQUINE MORTALITY - BROAD FORM** policy to which this endorsement is attached,

that "stallion" becomes totally and permanently:

- 1. "impotent";
- 2. "infertile"; or
- 3. incapable of "servicing" mares,

as a direct result of that "stallion" having sustained an accident, injury, or disability, or having contracted an illness or disease, from the effective date of this endorsement to the end of the "policy period" and such accident, injury, disability, illness or disease is reported to us from the effective date of this endorsement to the end of the "policy period."

IN ADDITION TO ALL OF THE TERMS, PROVISIONS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED, INSURANCE AFFORDED BY THIS ENDORSEMENT IS ALSO SUBJECT TO THE FOLLOWING:

II. ADDITIONAL EXCLUSIONS

The insurance afforded by this endorsement does not apply to any loss resulting, directly or indirectly, from the death, "theft," "authorized humane destruction," or "Wobbler Syndrome" of any "stallion."

III. ADDITIONAL CONDITIONS PRECEDENT

Section VI. Conditions Precedent of the **EQUINE MORTALITY - BROAD FORM** policy is amended by adding the following additional conditions precedent which apply only to the Additional Coverage afforded by this endorsement. It is a condition precedent to any insurance afforded under Additional Coverage - Accident, Sickness and Disease Infertility:

- A. that as of the effective date of this endorsement, the "stallion" is free from any breeding disability of any kind.

Our acceptance of a Veterinary Certificate or Declaration of Health submitted to us for insurance which refers to genitalia of any "stallion" insured under this endorsement will not remove, satisfy, or waive the requirement of full compliance with this condition precedent.

- B. that you give to us immediate notice of any indication of the "stallion's" being "impotent," "infertile," or incapable of "servicing" mares. Such notice should be given by telephone to us at our **24 Hour Equine Operations Call Number: 1-800-331-0211**, and must include (a) a description of any such indication and (b) the name and contact information of any and all "qualified veterinarian(s)" caring for the "stallion."

- C. that in the event of any uncertainty or dispute as to whether an accident, injury, or disability sustained, or illness or disease contracted by the "stallion," from the effective date of this endorsement to the end of the "policy period," has caused the "stallion" to become totally and permanently "impotent," totally and permanently "infertile," or totally and permanently incapable of "servicing" mares, within the time period prescribed by this endorsement, such uncertainty or dispute shall be referred to and determined by a panel of three (3) "qualified veterinarians." Two (2) "qualified veterinarians" will be appointed, one (1) by you and one (1) by us, and a third will be mutually agreed upon by the two (2) appointed "qualified veterinarians." The decision of the majority of the panel in the matter will be final and binding on both you and us. The fees of each appointed "qualified veterinarian" will be paid by the party appointing that "qualified veterinarian," and the fee of the mutually agreed "qualified veterinarian" will be apportioned equally between you and us.

- D. 1. If we pay a claim under this endorsement, your entire "ownership interest" in that "stallion" is transferred to us. If you are the sole owner of the "stallion," we may, if we so elect, take physical possession of the "stallion" as salvage. If you are not the sole owner of the "stallion," your entire "ownership interest" in that "stallion," including but not limited to all of your shares in a "stallion" that is syndicated, is transferred to us and we are entitled to all rights that you had under any Syndication, Partnership, Joint Ownership, or other similar agreement pertaining to that "stallion."
2. You must promptly execute any and all documents, and do all other things reasonably necessary, to memorialize the transfer to us of your entire "ownership interest" in the "stallion." If you are the sole owner of the "stallion" and we elect to take physical possession of it as salvage, you must (i) cooperate with us and promptly do all things reasonably necessary to permit us to take such physical possession and (ii) maintain the "stallion" in good condition until we have taken physical possession of it.

If, for any reason whatsoever, you fail to comply with any applicable requirement of **D.1.** or **D.2.** then (i) any and all coverage under this endorsement will be void as to that "stallion" and (ii) you must promptly return to us any and all payments we may have made under this endorsement as respects that "stallion."

- E. Unless otherwise provided, if we pay a claim under this endorsement, all other insurance provided under the Policy to which the endorsement is attached and any other endorsements to the Policy in respect of that "stallion" is automatically terminated and of no force or effect as respects to that "stallion."

IV. ADDITIONAL DEFINITIONS

The following definitions apply to this endorsement and are in addition to the definitions as described in **VIII. DEFINITIONS** of the **EQUINE MORTALITY - BROAD FORM** policy:

1. "**Impotent**" means the inability of a "stallion" to achieve intromission of its penis into a mare's vagina.
2. "**Infertile**" means sterile.
3. "**Service**" or "**Servicing**" mares means the act of a "stallion" mounting a mare and achieving intromission of its penis into the mare's vagina, and ejaculating, under normal stud practice.
4. "**Stallion**" means any "horse" specifically listed, in the Schedule in the Declarations, as a "stallion" to which coverage under this endorsement applies.