

Markel Insurance SE (MISE)

Equine Policy

Section I – Stallion Permanent Disability

You are not automatically covered by this section. **You** will only be covered under this section if **you** have paid the appropriate additional **premium** and coverage is indicated as covered in the **insurance terms**.

What is covered

We will pay **you** up to the **agreed value** specified in the **insurance terms**, in the event of **your stallion** becoming, during the **policy period**, totally and permanently:

- (a) **impotent**,
- (b) **infertile** or
- (c) incapable of **servicing mares**

as a result of an accident, injury, illness or disease, that is first occurring and first manifesting itself and reported to **us** during the **policy period**.

What is not covered

We do not cover death, theft or **humane destruction** of the **stallion** under this section.

We do not cover sub-fertility of the **stallion** or temporary infertility of the **stallion** under this section.

Specific conditions in the event of a claim

in the event of any uncertainty or dispute between **our veterinarian** and **your veterinarian** as to whether such accident, injury, illness or disease, has caused the **stallion** to be totally and permanently **impotent, infertile** or incapable of **servicing mares**, if **you** and **we** agree, then a third **veterinarian** mutually agreed upon by the two appointed **veterinarians** shall render an independent opinion which will be final and binding upon **you** and **us**. 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 apportioned equally between **you** and **us**.

In the event of any payment under this **policy we** reserve the right to take title and possession of the **stallion**, however:

- (a) 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 section of the **policy** and **we** will not pay any related **claim**.
- (b) 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 section of the **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 **stallion** for which **claims** have been made will void this section of the **policy** and **we** will not pay any related **claim**.

