

# EQUINE PERSONAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

## SECTION I – COVERAGES

We will pay those sums that you become legally obligated to pay to others as damages because of "bodily injury" or "property damage" directly caused by the "personally owned or leased horse" as a result of an "incident or occurrence" that occurs during the period of this policy. Coverage is afforded only when the "personally owned or leased horse" is being used by you or being used or cared for at your direction.

The amount we will pay for damages is limited as described in SECTION III – LIMITS OF INSURANCE.

We have the right and duty to defend you against any suit or claim seeking damages for an "incident or occurrence" to which this insurance applies. We reserve the right to settle claims at our discretion. Our right and duty to defend ends when we have tendered the occurrence limit of insurance in the payment of judgments or settlements.

We will also pay for "reasonable medical expenses" incurred and reported within one year from the date of an "incident or occurrence" caused by the "personally owned or leased horse" and resulting in "bodily injury" to others. We will make these payments regardless of fault. These payments are excess over other valid and collectible insurance, except insurance written specifically to cover as excess over the limits of liability that apply in this policy. If valid and collectible insurance is available to the injured party for the medical expenses, this insurance is excess over that insurance.

We will pay, with respect to any claim we investigate or settle, or any suit against an insured we defend:

- a. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- b. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Coverage is afforded to a newly acquired "personally owned or leased horse". However, coverage will not extend beyond 14 days from the acquisition date, unless you notify us in writing and pay the appropriate premium, and we accept the newly acquired horse and issue an endorsement evidencing coverage. This coverage does not extend past the expiration date of the policy.

## SECTION II – EXCLUSIONS

This insurance does not apply to "bodily injury" or "property damage":

1. Arising out of the commercial use of the "personally owned or leased horse";
2. Arising out of the "personally owned or leased horse" being used or prepared for use in conjunction with a carriage, buggy, or similar vehicle;
3. Arising out of unintended breeding;
4. To persons boarding or training the "personally owned or leased horse";

5. To equine service providers hired, retained, or employed by you including, but not limited to, farriers, veterinarians, and auctioneers, or their employees;
6. To real property rented to, occupied by, or leased to you;
7. To personal property used by, or in the care or custody of, or under the physical or contractual control of, you;
8. For liability assumed through oral or written contracts or agreements entered into by you. This exclusion does not apply to liability that you would have in the absence of the contract or agreement;
9. For any obligation which you may be held liable under any worker's compensation, employer's liability, unemployment compensation, or disability benefits law or similar law.
10. Which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
11. Arising out of any:
  - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"; or
12. Arising, directly or indirectly, out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or suits brought; or
  - c. Persons or organizations making claims or bringing suits.
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Damages because of "bodily injury" or "property damage"; and
  - b. "Reasonable medical expenses".
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages because of "bodily injury" or "property damage"; and
  - b. "Reasonable medical expenses".
 because of all "bodily injury" and "property damage" resulting from any one "incident or occurrence".
4. Subject to Paragraph 3. above, the Medical Expense Limit is the most we will pay for all "reasonable medical expenses" because of "bodily injury" sustained by any one person.

### SECTION IV – CONDITIONS

1. No person or organization has a right to sue us on this Coverage Part unless all of its terms have been fully complied with.
2. Notice to any party other than us or our agent will not effect a waiver or a change in any part of this policy or stop us from asserting any right under the terms of this policy.
3. If you have any other valid and collectible liability coverage or benefits, we will pay only a pro rata share based on the ratio of the limits of this insurance to the total applicable limits of all coverage or benefits available to you.
4. Bankruptcy or insolvency of you or of your estate will not relieve us of our obligations under this policy.

5. Coverage is provided in all parts of the world. However, we will only defend against, and indemnify based on, suits filed and decided on the merits in the United States of America, or in any settlement we agree to.
6. Terms of this policy which are in conflict with the statutes of those states wherein certain provisions and coverages included under this policy are not permitted are hereby amended to cover only those provisions and coverages as apply and conform to such statutes.
7. By accepting this policy, you agree:
  - a. The statements in the Declarations are accurate and complete;
  - b. Those statements are based upon representations you made to us; and
  - c. We have issued this policy in reliance upon your representations.
8. If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

#### SECTION V – DUTIES IN THE EVENT OF A CLAIM

In case of an “incident or occurrence”, regardless of the merits of liability, you will perform the following duties or see that these duties are performed:

1. Provide immediate notice to us of:
  - a. Information on the time, place, and circumstances of the “incident or occurrence”; and
  - b. Names, addresses, and contact information of any potential claimants and witnesses.
2. Immediately send us copies of any demand, notice, summons, or legal paper received in connection with the “incident or occurrence”.
3. Cooperate fully with our investigation.
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right against any person or organization which may be liable to you;
  - c. With the conduct of suits;
  - d. To secure and give evidence;
  - e. By attending hearings or trials; and
  - f. To obtain the attendance of witnesses.
5. Refrain from making any payment, assuming any obligation, or incurring any expense, other than for first aid, without our consent.

#### SECTION VI – DEFINITIONS

1. “Bodily injury” means actual physical injury, or death resulting from such physical injury.
2. “Incident or occurrence” means a specific accident directly involving the “personally owned or leased horse”.
3. “Named insured” means the owner of the personally owned horse or lessee of the personally leased horse. If the Named Insured is an individual, the spouse and children of that individual are also insureds. If the Named Insured is a corporation, the officers, directors, and shareholders are also insureds. If the Named Insured is a partnership, partners and their spouses are also insureds.
4. “Personally owned or leased horse” means any horse named in Item J of the Declarations, including subsequent endorsements, which is being used for non-commercial purposes.
5. “Pollutants” mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
6. “Property damage” means physical damage to tangible property.
7. “Reasonable medical expenses” means necessary costs incurred for first aid, medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, and funeral services.