

SERFF Tracking Number: BEUW-125710907 State: Arkansas  
Filing Company: StarNet Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AR-HBPA-EAOTLP-FM-2008-01  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2022 Other  
Product Name: Equine Association Owners and Trainers Liability Policy  
Project Name/Number: The National Horsemens Benevolent and Protective Association Risk Purchasing Group/AR-HBPA-EAOTLP -Fm-2008-01

## Filing at a Glance

Company: StarNet Insurance Company

Product Name: Equine Association Owners and SERFF Tr Num: BEUW-125710907 State: Arkansas

Trainers Liability Policy

TOI: 17.2 Other Liability - Occurrence Only

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.2022 Other

Co Tr Num: AR-HBPA-EAOTLP-  
FM-2008-01

State Status: Fees verified and  
received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith  
Roberts

Authors: Ryan Boulware, Donald  
Harrison, Lawrence Whalley

Disposition Date: 08/12/2008

Date Submitted: 08/06/2008

Disposition Status: Approved

Effective Date Requested (New): 11/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 11/01/2008

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: The National Horsemens Benevolent and Protective  
Association Risk Purchasing Group

Status of Filing in Domicile: Pending

Project Number: AR-HBPA-EAOTLP -Fm-2008-01

Domicile Status Comments: We are filing in  
Delaware simultaneously with this filing

Reference Organization: None

Reference Number: None

Reference Title: None

Advisory Org. Circular: Proprietary

Filing Status Changed: 08/12/2008

State Status Changed: 08/12/2008

Deemer Date:

Corresponding Filing Tracking Number: AR-HBPA-EAOTLP-Ru-2008-  
01

Filing Description:

Berkley Underwriting Partners, LLC is an underwriting manager for StarNet Insurance Company and is making this filing to correct the current National Horsemen's Benevolent and Protective Association Risk Purchasing Group (HBPA) policy form and rules to reflect the changes in the terrorism program.

<i>SERFF Tracking Number:</i>	<i>BEUW-125710907</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>StarNet Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-HBPA-EAOTLP-FM-2008-01</i>		
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The federal Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA) made changes in how coverage is to be effected and what is covered under the federal reinsurance program. As the HBPA program includes coverage for certified acts of terrorism and as the program has an effective date of 1 November we must make these changes in anticipation of the renewal of the program. The federal rules permit the current policy to continue as it was effective before TRIPRA which was effective on 26 December 2007. There are no rate changes

We ask the insurance department to provide their responses quickly as this program must be in place not later than 1 November 2008.

## Company and Contact

### Filing Contact Information

Lawrence Whalley, Regulatory Compliance Director 215 Shuman Blvd., Suite 200 Naperville, IL 60563	lwhalley@bupllc.com  (630) 210-0367 [Phone] (630) 210-0377[FAX]
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### Filing Company Information

StarNet Insurance Company 215 Shuman Blvd., Suite 200 Naperville, IL 60563	CoCode: 40045 Group Code: 98 Group Name: W.R. Berkley Corporation FEIN Number: 22-3590451 -----	State of Domicile: Delaware Company Type: Stock State ID Number:
(630) 210-0360 ext. [Phone]		

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
StarNet Insurance Company	\$50.00	08/06/2008	21815238

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/12/2008	08/12/2008

*SERFF Tracking Number:*      *BEUW-125710907*                      *State:*                      *Arkansas*  
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## **Disposition**

Disposition Date: 08/12/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms comparisons	Approved	Yes
Form	Equine Association Owners and Trainers Liability Policy	Approved	Yes
Form	Endorsement - Member Additional Insured	Approved	Yes
Form	Endorsement - Exclusion Certified Acts of Terrorism	Approved	Yes
Form	Endorsement - Member Additional Insured Changes	Approved	Yes
Form	Endorsement - Declarations Changes	Approved	Yes
Form	Association Equine Liability Policy Declarations	Approved	Yes
Form	Equine Association Owners and Trainers - Contents	Approved	Yes
Form	Endorsement - Arkansas Changes	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Equine Association Owners and Trainers Liability Policy	EL 70 10	06 08	Policy/Coverage Form Replaced	Replaced Form #:55.00 EL 70 10 07 06 Previous Filing #: AR-PC-06-020696		EL 70 10 06 08 Equine Association Owners and Trainers Liability Policy.pdf
Approved	Endorsement - Member Additional Insured	EL 75 08	06 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:64.00 EL 75 08 10 06 Previous Filing #: AR-PC-06-020696		EL 75 08 06 08 Endorsement - Member Additional Insured.pdf
Approved	Endorsement - Exclusion Certified Acts of Terrorism	EL 75 20	06 08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:53.00 EL 75 20 07 06 Previous Filing #: AR-PC-06-020696		EL 75 20 06 08 Endorsement - Exclusion Certified Acts of Terrorism.pdf
Approved	Endorsement - Member Additional Insured Changes	EL 75 22	06 08	Endorsement/Amendment/Conditions New		45.00	EL 75 22 06 08 Endorsement - Member Additional Insured Changes.pdf
Approved	Endorsement - Declarations Changes	EL 75 23	06 08	Endorsement/Amendment/Conditions New		0.00	EL 75 23 06 08 Endorsement - Declarations

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						Changes.pdf
Approved	Association Equine Liability Policy Declarations	EL DS 77 06 08 10	Declaration Replaced s/Schedule	Replaced Form #:0.00 EL DS 77 10 07 06 Previous Filing #: AR-PC-06- 020696		EL DS 77 10 06 08 Association Equine Liability Policy Declarations. pdf
Approved	Equine Association Owners and Trainers - Contents	EL TC 70 06 08 10	Other	Replaced Replaced Form #:0.00 EL TC 70 10 07 06 Previous Filing #: AR-PC-06- 020696		EL TC 70 10 06 08 Equine Association Owners and Trainers - Contents.pdf
Approved	Endorsement - Arkansas Changes	EL 78 00 06 08 AR	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:62.00 EL 78 00 AR 07 06 Previous Filing #: AR-PC-06- 020696		EL 78 00 AR 06 08 Endorsemen t - Arkansas Changes.pdf



# EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

## THIS POLICY EXCLUDES ALL COVERAGE FOR THE “PRODUCTS-COMPLETED OPERATIONS HAZARD”. PLEASE READ CAREFULLY.

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. The word “insured” means any person or organization qualifying as such under Section II – Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement:

a. We will pay those sums the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” from an “occurrence” arising out of “horse activities” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. However:

- (1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, and C or medical expenses under Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B, and C.

b. This insurance applies to “bodily injury” and “property damage” only if:

- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
- (2) The “bodily injury” or “property damage” occurs during the policy period;
- (3) Prior to the policy period, no insured listed under paragraph A., of Section II – Who Is An Insured and no “employee” authorized by an insured to give or receive notice of an “occurrence” or claim, knew that any “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that any “bodily injury” or “property damage” occurred, then any continuation, change, or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period; and
- (4) No “bodily injury” or “property damage” is alleged in the claim or “suit” to have occurred prior to the inception date of this policy.

c. Any “bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph A., of Section II – Who Is An Insured, or any “employee” authorized by the insured to give or receive notice of an “occurrence” or claim, includes any continuation, change, or resumption of that “bodily injury” or “property damage” after the end of the policy period.

d. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph A., of Section II – Who Is An Insured or any “employee” authorized by the insured to give or receive notice of an “occurrence” or claim:

- (1) Reports all, or any part, of any “bodily injury” or “property damage” to us or any other insurer;

# EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

- (2) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or
  - (3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.
- e. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury”.

## 2. Exclusions – This insurance does not apply to:

- a. **Aircraft, “Auto”, “Mobile Equipment”, or Watercraft** – “Bodily injury” or “property damage” arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, “auto”, “mobile equipment”, or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use, or entrustment to others of any aircraft, “auto”, “mobile equipment”, or watercraft that is owned or operated by or rented or loaned to any insured.

- b. **Asbestos, Lead, or Silica** – “Bodily injury” or “property damage” arising out of or in any way directly or indirectly relating to:

(1) The use of asbestos, lead, or silica in constructing or manufacturing any good, product, or structure;

(2) The manufacture, mining, processing, installation, testing, ownership, sale, resale, abatement, removal, transportation, storage, or disposal of asbestos, lead, or silica:

(a) Fiber or fumes;

(b) Dust;

(c) Goods; or

(d) Products, including:

i Products containing asbestos, lead, or silica; or

ii Material containing asbestos, lead, or silica; and

(3) Exposure to, Inhalation of, ingestion of, consumption of, or absorption of, or prolonged physical exposure to asbestos, lead, or silica:

(a) Fiber or fumes;

(b) Dust;

(c) Goods; or

(d) Products, including:

i Products containing asbestos, lead, or silica; or

ii Material containing asbestos, lead, or silica; and

(4) Any error or omission in supervision, instructions, recommendations, notices, warnings, advice given, or that should have been given in connection with asbestos, lead, or silica:

(a) Fiber or fumes;

## EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

- (b) Dust;
  - (c) Goods; or
  - (d) Products, including:
    - i Products containing asbestos, lead, or silica; or
    - ii Material containing asbestos, lead, or silica; and
- (5) Any device or product that is designed or used to protect any person or entity from exposure to, inhalation of, or ingestion of, or for containment processes, containment procedures, or protective measures designed to protect persons or property from the harmful effects of asbestos, lead, or silica:
  - (a) Fiber or fumes;
  - (b) Dust;
  - (c) Goods; or
  - (d) Products, including:
    - i Products containing asbestos, lead, or silica; or
    - ii Material containing asbestos, lead, or silica; and
- (6) Any loss, cost, or expense awarded or incurred that arises directly or indirectly out of any:
  - (a) Claim or "suit" alleging any injury or damage from asbestos, lead, or silica;
  - (b) Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, lead, or silica;
  - (c) Claim, "suit", notice, or order by or on behalf of any governmental authority or regulatory authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, lead or silica; or
  - (d) Liability for or from any site or location that has the primary purpose to handle, process, treat, store, dispose, dump, or contain asbestos, lead, or silica in any form.
- c. **Contractual Liability** – "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - (1) The insured would have in the absence of the contract or agreement; or
  - (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Execution will be deemed to occur when the agreement is signed or the insured commences activities called for in the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed part of Supplementary Payments because of "bodily injury" or "property damage" provided:
    - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
    - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

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- d. Discrimination** – “Bodily injury” or “property damage” alleged to be; resulting from; or as a consequence of discrimination whether intentional or unintentional based upon a person’s or “horse’s”:
- (1) Sex, sexual preference, or sexual orientation;
  - (2) Marital status;
  - (3) Race or breed;
  - (4) Creed;
  - (5) Religion;
  - (6) National origin;
  - (7) Age;
  - (8) Physical or mental abilities or disabilities; or
  - (9) Any other physically or behaviorally distinguishable characteristic.
- e. Distribution of Material in Violation of Statutes** – “Bodily injury” or “property damage” arising directly or indirectly out of any action or omission that violates or alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
  - (2) The CAN-SPAM Act of 2003, including any amendment or addition to such law; or
  - (3) Any statute, ordinance, or regulation, other than the TCPA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.
- f. Employer’s Liability** – “Bodily injury” or “property damage” to:
- (1) An “employee” of any insured arising out of and in the course of:
    - (a) Employment by the insured; or
    - (b) Performing duties related to “horses”; or
  - (2) The spouse, “domestic partner”, child, parent, brother, or sister of that “employee” as a consequence of paragraph (1), above.
- This exclusion applies:
- (1) Whether the insured may be liable as an employer or in any other capacity; and
  - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- g. Employment Related Practices** – “Bodily injury” or “property damage” to:
- (1) A person arising out of any:
    - (a) Refusal to employ that person;
    - (b) Termination of that person’s employment; or
    - (c) Employment related practices, policies, acts, or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

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- (2) The spouse, "domestic partner", parent, child, brother, or sister of that person as a consequence of "bodily injury" or "property damage" to that person at whom any of the practices described in paragraphs (1), (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury or damage.

**h. Expected or Intended Injury** – "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**i. "Fungi" or Bacteria:**

- (1) "Bodily injury" or "property damage" that would not have occurred, in whole or in part, but for the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost, or expenses arising out of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria by any insured or any other person or entity.

**j. Liquor Liability** – "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if the insured:

- (1) Manufactures, sells, or distributes alcoholic beverages;
- (2) Serves or furnishes alcoholic beverages for a charge, whether or not such activity:
- (a) Requires a license;
- (b) Is for the purpose of financial gain or livelihood; or
- (3) Serves or furnishes alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving, or furnishing of alcoholic beverages at any activity that does not generate any revenue for the insured.

**k. Nuclear Energy** – "Bodily injury" or "property damage" arising out of or related in any way to nuclear reaction, nuclear radiation, or radioactive contamination however caused, or any discharge, explosion, or use of any device employing nuclear fission, fusion, or the hazardous properties of nuclear material no matter when or by whom.

**l. Pollution:**

- (1) "Bodily injury" or "property damage" that would not have occurred in whole or in part but for the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of

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“pollutants” at any time from any premises, site, or location which is or was at any time owned, occupied by, rented to, or loaned to, any insured. However, this exclusion does not apply to:

- (a) “Bodily injury” if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building; or
- (b) “Bodily injury” or “property damage” for which you may be held liable if you are conducting “horse activities” at the site with the permission of the owner and that premises, site, or location was never owned by you or any insured; or
- (c) “Bodily injury” or “property damage” arising out of heat, smoke, or fumes from a “hostile fire.”

(2) Any loss, cost, or expense 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, neutralize, or in any way respond to or assess the effects of “pollutants”;
- (b) Claim, “suit”, notice, or order by or on behalf of any governmental authority or regulatory authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of “pollutants”; or
- (c) Liability for any site or location that has the primary purpose to handle, process, treat, store, dispose, or dump any waste material or substance.

However, this subparagraph (2) does not apply to liability for damages because of “property damage” the insured would have in the absence of such request, demand, order, or statutory or regulatory requirement, or such claim or “suit” by or on behalf of a governmental authority.

m. **“Products-Completed Operations Hazard”** – “Bodily injury” or “property damage” arising out of the “products-completed operations hazard”.

For the purposes of this exclusion, “horse activities” are not included within the “products-completed operations hazard”.

n. **Riding Stables or Riding Schools** – “Bodily injury” or “property damage” arising out of the operation of any riding stables or riding schools.

o. **“Sexual Misconduct”, Sexual Abuse, or Molestation** – “Bodily injury” or “property damage” arising out of any “sexual misconduct”, sexual abuse, or molestation by any insured.

p. **War** – “Bodily injury” or “property damage”, however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

q. **Workers’ Compensation and Similar Laws** – Any obligation of the insured under a workers’ compensation, workmen’s compensation, disability benefits, unemployment compensation law, or any similar law.

r. **“Personal and Advertising Injury”** – “Bodily injury” arising out of “personal and advertising injury”.

s. **Damage to Property** – “Property damage” to:

- (1) Property owned, rented, or occupied by any insured, including any costs or expenses incurred by the insured, or any other person, organization or entity, for repair, replacement, enhancement,

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restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises sold, given away or abandoned, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to any insured;
- (4) Personal property in the care, custody, or control of the insured;
- (5) "Horses" owned by, rented to, loaned to, or used by any insured or any "horses" in the care, custody, or control of any insured or as to which any insured is for any purpose exercising physical control.

Paragraphs (1) and (3) of this exclusion do not apply to "property damage" to premises, including the contents of such premises, rented to the insured, or occupied by the insured with the permission of the owner of the premises, consisting of a stall(s) or an entire stable for one or more "horses". A separate limit of insurance applies to Damage to Premises Rented to You as described in Section III – Limits of Insurance.

- t. "**Electronic Data**" – Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

Exclusions a., h., l., and m., do not apply to damage to premises rented to you or "member additional insured" or temporarily occupied by you or "member additional insured" with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

## COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" arising out of "horse activities" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. However:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, C, or medical expenses under Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B, and C.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out "horse activities" but only if the offense was committed in the "coverage territory" during the policy period.

### 2. Exclusions – This insurance does not apply to:

- a. **Asbestos, Lead, or Silica** – "Personal and advertising injury" arising out of or in any way directly or indirectly relating to:
  - (1) The use of asbestos, lead, or silica in constructing or manufacturing any good, product, or structure;
  - (2) The manufacture, mining, processing, installation, testing, ownership, sale, resale, abatement, removal, transportation, storage, or disposal of asbestos, lead, or silica:
    - (a) Fiber or fumes;
    - (b) Dust;

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- (c) Goods; or
  - (d) Products, including:
    - i Products containing asbestos, lead, or silica; or
    - ii Material containing asbestos, lead, or silica; and
- (3) Exposure to, Inhalation of, ingestion of, consumption of, or absorption of, or prolonged physical exposure to asbestos, lead, or silica:
  - (a) Fiber or fumes;
  - (b) Dust;
  - (c) Goods; or
  - (d) Products, including:
    - i Products containing asbestos, lead, or silica; or
    - ii Material containing asbestos, lead, or silica; and
- (4) Any error or omission in supervision, instructions, recommendations, notices, warnings, advice given, or that should have been given in connection with asbestos, lead, or silica:
  - (a) Fiber or fumes;
  - (b) Dust;
  - (c) Goods; or
  - (d) Products, including:
    - i Products containing asbestos, lead, or silica; or
    - ii Material containing asbestos, lead, or silica; and
- (5) Any device or product that is designed or used to protect any person or entity from exposure to, inhalation of, or ingestion of, or for containment processes, containment procedures, or protective measures designed to protect persons or property from the harmful effects of asbestos, lead, or silica:
  - (a) Fiber or fumes;
  - (b) Dust;
  - (c) Goods; or
  - (d) Products, including:
    - i Products containing asbestos, lead, or silica; or
    - ii Material containing asbestos, lead, or silica; and
- (6) Any loss, cost, or expense awarded or incurred that arises directly or indirectly out of any:
  - (a) Claim or "suit" alleging any injury or damage from asbestos, lead, or silica;
  - (b) Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, lead, or silica;

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- (c) Claim, "suit", notice, or order by or on behalf of any governmental authority or regulatory authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, lead or silica; or
  - (d) Liability for or from any site or location that has the primary purpose to handle, process, treat, store, dispose, dump, or contain asbestos, lead, or silica in any form.
- b. Breach of Contract** – "Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- c. Contractual Liability** – "Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- d. Criminal Acts** – "Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.
- e. Discrimination** – "Personal and advertising injury" resulting from or alleged to be the consequence of discrimination whether intentional or unintentional and based upon a person's or "horse's":
  - (1) Sex, sexual preference, or sexual orientation;
  - (2) Marital status;
  - (3) Race or breed;
  - (4) Creed;
  - (5) Religion;
  - (6) National origin;
  - (7) Age;
  - (8) Physical or mental abilities or disabilities; or
  - (9) Any other physically or behaviorally distinguishable characteristic.
- f. Distribution of Material in Violation of Statutes** – "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or alleged to violate:
  - (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
  - (2) The CAN-SPAM Act of 2003, including any amendment or addition to such law; or
  - (3) Any statute, ordinance, or regulation, other than the TCPA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.
- g. Electronic Chatrooms or Bulletin Boards** – "Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.
- h. Employment Related Practices** – "Personal and advertising injury" to:
  - (1) A person arising out of any:
    - (a) Refusal to employ that person;
    - (b) Termination of that person's employment;

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(c) Employment related practices, policies, acts, or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

(2) The spouse, "domestic partner", child, parent, brother, or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the practices described in paragraph (1), subparagraphs (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

### i. "Fungi" or Bacteria:

(1) "Personal and advertising injury" that would not have occurred, in whole or in part, but for the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost, or expenses arising out of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of "fungi" or bacteria by any insured or any other person or entity.

j. **Infringement of Copyright, Patent, Trademark, or Trade Secret** – "Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret, or other intellectual property rights. However, this exclusion does not apply to infringement, in an "advertisement", of copyright, trade dress, or slogan.

k. **Insureds in Media and Internet Type Businesses** – "Personal and advertising injury" committed by any insured whose business is:

(1) Advertising, broadcasting, publishing, or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content, or service provider.

However, this exclusion does not apply to paragraphs a., b., and c. of the definition of "personal and advertising injury" in the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

l. **Knowing Violation of Rights of Another** – "Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury"

m. **Material Published Prior to Policy Period** – "Personal and advertising injury" arising out of the publication of material, in any manner, whose first publication took place before the beginning of the policy period.

n. **Material Published With Knowledge of Falsity** – "Personal and advertising injury" arising out of the publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity.

o. **Pollution** – "Personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time.

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**p. Pollution-Related** – Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of “pollutants”; or
- (2) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of “pollutants”.

**q. “Products-Completed Operations Hazard”** – “Personal and advertising injury” arising out of the “products-completed operations hazard”.

**r. Quality or Performance of Goods – Failure To Conform To Statements** – “Personal and advertising injury” arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in an “advertisement”.

**s. “Sexual Misconduct”, Sexual Abuse, or Molestation** – “Personal and advertising injury” arising out of any “sexual misconduct”, sexual abuse, or molestation by any insured.

**t. Unauthorized Use of Another’s Name or Product** – “Personal and advertising injury” arising out of the unauthorized use of another’s name or product in your e-mail address, domain name, or metatag, or any other similar tactics to mislead another’s potential customers.

**u. War** – “Personal and advertising injury”, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**v. Wrong Description of Prices** – “Personal and advertising injury” arising out of the wrong description of the price of goods, products, or services stated in an “advertisement”.

### COVERAGE C – CAP ON LOSSES FROM “CERTIFIED ACTS OF TERRORISM”:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND C

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

1. All expenses we incur.
2. Up to **\$250** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to **\$250** a day because of time off from work.
5. All costs taxed against the insured in the “suit”, other than statutory or contractual attorney fees.

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6. 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.
7. 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.

These payments will not reduce the limits of insurance.

## COVERAGE D MEDICAL PAYMENTS

### 1. Insuring Agreement:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident and arising out of the insured's "horse activities":

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray, and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing, and funeral services.

### 2. Exclusions – We will not pay expenses for "bodily injury":

- a. **Any Insured** – To any insured, except "volunteer workers".
- b. **Hired Person** – To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury on Premises** – To a person injured on that part of premises the insured rents or occupies in the course of her or his "horse activities", which the injured person normally occupies or uses.
- d. **Workers' Compensation and Similar Laws** – To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities** – To a person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.
- f. **"Products-Completed Operations Hazard"** – Included within the "products-completed operations hazard".
- g. **Coverage A or C Exclusions** – Excluded under Coverage A or C.

## SECTION II – WHO IS AN INSURED

- A. You are insured, and "member additional insureds" are also insureds. If you or any "member additional insured" is shown as:

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1. An individual; you and "member additional insureds" and spouse are insureds but only with respect to "horse activities".
2. A partnership or joint venture; you and "member additional insureds" are insureds. Members, partners, and their spouses are also insureds but only with respect to "horse activities".
3. A limited liability company; you and "member additional insureds" are insureds. Members are also insureds but only with respect to "horse activities". Managers are insureds but only with respect to their duties as your managers for "horse activities".
4. An organization other than a partnership, joint venture, or limited liability company you and "member additional insureds" are insureds but only with respect to "horse activities". Your "executive officers" and directors are insureds but only with respect to their duties as your officers or directors with respect to "horse activities". Your stockholders are also insureds but only with respect to their liability as stockholders with respect to "horse activities".
5. A trust you and "member additional insureds" are insured. Trustees are also insureds but only with respect to their duties as trustees for "horse activities".

## B. Each of the following is also an insured:

1. Your or any "member additional insured's" "volunteer workers" only while performing duties related to "horse activities", or your or "member additional insured's" "employees", other than either "executive officers" (if an organization other than a partnership, joint venture, or limited liability company) or managers (if a limited liability company) but only for acts arising out of "horse activities" for you or any "member additional insured". However, none of these "employees" or "volunteer workers" are insureds for:
  - a. "Bodily injury" or "personal and advertising injury":
    - (1) To you or "member additional insured", to partners or members (if a partnership or joint venture), to members (if a limited liability company), to a co-"employee" while in the course of his or her employment, or to your "volunteer workers" while performing duties related to the conduct of "horse" activities;
    - (2) To the spouse, "domestic partner", child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;
    - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1), (a), or (b), above; or
    - (4) Arising out of her or his providing or failing to provide professional health care services to persons or veterinary services to "horses".
  - b. "Property damage" to property:
    - (1) Owned, occupied, or used by,
    - (2) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by  
you, any "member additional insured", any "employees", "volunteer workers", any partner or member (if a partnership or joint venture), or any member (if a limited liability company).
2. Any person or organization having proper temporary custody of your or the "member additional insured's" property if you or the "member additional insured" die, but only:
  - a. With respect to liability arising out of the maintenance or use of that property; and
  - b. Until your legal representative has been appointed.

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3. Your or the “member additional insured’s” legal representative if an individual insured dies, but only with respect to duties as such. That representative will have all the rights and duties of the individual insured under this policy.
- C. Any organization you or the “member additional insured” newly acquires or forms, other than a partnership, joint venture or limited liability company, and over which you or the “member additional insured” maintain ownership or majority interest, will qualify as a Named Insured with respect to “horse activities” if there is no other similar insurance available to that organization. However:
1. Coverage under this provision is afforded only until the ninetieth (90<sup>th</sup>) day after you or the “member additional insured” acquire or form the organization or the end of the policy period, whichever is earlier;
  2. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you or the “member additional insured” acquired or formed the organization; and
  3. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you or the “member additional insured” acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations or as a “member additional insured”.

### SECTION III – LIMITS OF INSURANCE

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”.

#### Rules applicable to the Limits of Insurance:

1. A General Aggregate Limit is applicable to you and separately to each “member additional insured”. These General Aggregates are the most we will pay for the sum of:
  - a. Medical expenses under Coverage D;
  - b. Damages under Coverage A;
  - c. Damages under Coverage B;
  - d. Damages under Coverage C.

Each payment we make for such damages reduces the “member additional insured’s” General Aggregate Limit by the amount of such payment. This reduced Limit of Insurance will then be the General Aggregate Limit of Insurance available to the “member additional insured”. When this reduced Limit of Insurance is used up by payment of judgments or settlements we shall have no further obligation to defend claims or “suits” seeking such damages or pay such damages described in subparagraphs a., b., c., or d., above for that “member additional insured”.

2. Subject to paragraph 1., above the “member additional insured’s” Personal and Advertising Injury Limit of Insurance is the most we will pay under Coverage B for the sum of all damages because of all “personal and advertising injury” sustained by any one person or organization.
3. Subject to paragraph 1., above your or the “member additional insured’s” Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A;
  - b. Damages under Coverage C; and

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## c. Medical expenses under Coverage D

because of all "bodily injury" and "property damage" arising out of any one "occurrence" for your or any "member additional insured".

4. Subject to paragraph 3., above, the Medical Expense Limit is the most we will pay under Coverage D for all medical expenses because of "bodily injury" sustained by any one person.
5. Subject to paragraph 3., above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or the "member additional insured" or temporarily occupied by you or the "member additional insured" with the permission of the owner.
6. In the event a claim or "suit" is brought against more than one "member additional insured" due to "bodily injury" or "property damage" from the same "occurrence" or "personal and advertising injury" from the same offense we will treat each "member additional insured" endorsement as a separate policy.
7. In the event a claim or "suit" is brought against more than one insured under a single "member additional insured" endorsement due to "bodily injury" or "property damage" from the same "occurrence" or "personal and advertising injury" from the same offense, we will apply the applicable limits of insurance in the following order:
  - a. You and the person or organization first named in the "member additional insured" endorsement;
  - b. The "executive officers", directors, stockholders, or "employees" of you or "member additional insured"; and
  - c. Any other insureds in any order that we choose.

The Aggregate Limits of Insurance of this policy apply separately to each consecutive twelve (12) month annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## SECTION IV – POLICY CONDITIONS

**A. Bankruptcy** – Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

### **B. Cancellation:**

1. You may cancel this policy or any "member additional insured" may cancel any "member additional insured" endorsement by mailing or delivering to us advance written notice of cancellation.
2. Cancellation for Policies in Effect Sixty (60) Days or Less – If this policy has been in effect for sixty (60) days or less, we may cancel this policy by mailing or delivering to you or the "member additional insured" written notice of cancellation, stating the reason for cancellation, at least thirty (30) days before the effective date of cancellation.
3. Cancellation of Policies in Effect for More Than Sixty (60) Days:
  - a. If this policy has been in effect for more than sixty (60) days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
    - (3) Discovery of willful or reckless acts or omissions on your part that increase any hazard insured against;

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- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
  - (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any property or the occupancy thereof that substantially increases any hazard insured against;
  - (6) We are unable to reinsure the risk covered by the policy; or
  - (7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.
- b. If we cancel this policy based on paragraph a., above, we will mail or deliver written notice of cancellation to you or the "member additional insured", stating the reason for cancellation, at least:
- (1) Fourteen (14) days before the effective date of cancellation if cancellation is for nonpayment of premium; or
  - (2) Seventy-five (75) days before the effective date of cancellation if cancellation is for one or more of the reasons stated in subparagraphs a., (2) through a., (7), above.
4. We will mail or deliver our notice to you or to the "member additional insured" at the last mailing address known to us.
  5. Notice of cancellation will state the effective date of cancellation. That date will become the end of the policy period.
  6. If this policy or any "member additional insured" endorsement or certificate of insurance is cancelled, we will send you or the "member additional insured" any premium refund due. If we cancel the refund will be pro rata. If you or any "member additional insured" cancels the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
  7. If notice is mailed proof of mailing will be sufficient proof of notice.
- C. Changes** – This policy contains all the agreements between you, "member additional insureds", and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as a part of this policy.
- D. Conformity With Statutes** – This policy is amended to the extent necessary to conform to the minimum requirements of any statutes, regulations, rules, or laws of each state, province, county, township, or parish where the "member additional insured" may conduct their "horse" activities.
- E. Duties in the Event of "Occurrence", Offense, Claim, or "Suit":**
1. You and/or the "member additional insured" must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - a. How, when and where the "occurrence" or offense took place;
    - b. The names and addresses of any injured persons and witnesses; and
    - c. The nature and location of any injury or damage arising out of the "occurrence" or offense.
  2. If a claim is made or "suit" is brought against any insured, you and/or the "member additional insured" must:
    - a. Immediately record the specifics of the claim or "suit" and the date received; and
    - b. Notify us as soon as practicable.

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You and/or the “member additional insured” must see to it that we receive written notice of the claim or “suit” as soon as practicable.

3. You and any “member additional insured” or any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or “suit”;
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior written consent.

**F. Examination of Your Books and Records** – We may examine and audit your books and the books of any “member additional insureds” at any time during the policy period and for up to three (3) years afterward.

**G. Inspections and Surveys** – We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you or any “member additional insured” reports on the conditions we find; and
3. Recommend any changes. Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes, or standards.

This condition applies not only to us but also to any rating, advisory, rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations.

**H. Legal Action Against Us** – No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or
2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the claimant or the claimant’s legal representative, the insured, and by us.

**I. Other Insurance** – If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this policy, our obligations are limited as follows:

1. **Primary Insurance** – This insurance is primary except when paragraph b., below, applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph 3., below.
2. **Excess Insurance** – This insurance is excess over:
  - a. That is property insurance for premises rented to the insured or temporarily occupied by the insured with the permission of the owner;

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- b. That is insurance bought by the insured to cover liability as a tenant for "property damage" to premises rented to or occupied by the insured with the permission of the owner; or
- c. Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A, B, or C to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

- 3. Method Of Sharing** – If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### J. Premiums:

- 1. The premium for this policy is determined based upon the rating base of each owned or trained "horse".
- 2. The premium amount shown in the Declarations is an estimate based upon the anticipated number of "horses" to be rated.
- 3. All premiums for the policy will be computed in accordance with our rules, rates, rating plans, premiums, and minimum premiums. The premium shown in the Declarations was calculated based on the rates and rules in effect at the time this policy was issued. On each renewal continuation or anniversary of the effective date of this policy we will compute the premium in accordance with our rates and rules then in effect.

**K. Premium Audit** – We will not audit any "member additional insured's" exposures. However, we reserve the right to bill additional premium if we determine the "member additional insured" under reported their exposures in the application for insurance.

**L. Representations** – By accepting this policy, you and any "member additional insured" agree:

- 1. The statements in the Declarations are accurate and complete;
- 2. Those statements are based upon representations you made to us; and
- 3. We have issued this policy and any "member additional insured" endorsements in reliance upon your representations.

**M. Separation of Insureds** – Except with respect any rights or duties specifically assigned in this policy to you, this insurance applies:

- 1. As if you and each "member additional insured" were the only Named Insured; and

# EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

2. Separately to each insured against whom claim is made or "suit" is brought.

**N. Transfer of Rights and Duties Under This Policy** – Your rights and duties and the rights and duties of the "member additional insureds" under this policy may not be transferred without our written consent except in the case of the death of an individual "member additional insured".

If a "member additional insured" dies her or his rights and duties will be transferred to her or his legal representative but only while acting within the scope of duties as legal representative. Until the legal representative is appointed, anyone having proper temporary custody of the "horses" will have rights and duties but only with respect to those "horses".

**O. Transfer of Rights of Recovery Against Others to Us** – 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.

**P. When we do not Renew:**

1. For the purpose of this Condition:

- a. Any policy period or term of less than six (6) months shall be considered to be a policy period or term of six (6) months; and
- b. Any policy period or term of more than one (1) year or any policy with no fixed expiration date shall be considered a policy period or term of one (1) year.

2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least ninety (90) days before the expiration of the policy period.

3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.

4. If we mail or deliver renewal notice to the first Named Insured at least thirty (30) days before the end of the "policy period", stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.

5. If this policy terminated because the renewal premium has not been received by the due date, we will, within fifteen (15) days, mail or deliver to the first Named Insured at the last known address a notice that the policy was not renewed and the date it was terminated.

6. If notice is mailed, proof of mailing is sufficient proof of notice.

## SECTION V – DEFINITIONS

1. "**Advertisement**" means a notice that is broadcast or published to the general public or specific market segments about your goods, products, or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "**Auto**" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

## EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. **"Bodily injury"** means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
- 4. **"Certified act of terrorism"** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 5. **"Coverage territory"** means:
  - a. The United States of America (including its territories and possessions), the Commonwealth of Puerto Rico, and Canada;
  - b. International waters or airspace but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph a., above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) The activities of a person whose home is in the territory described in paragraph a., above, but is away for a short time; or
    - (2) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in paragraph a., above or in a settlement to which we agree.
- 6. **"Domestic partner"** means a person who is accorded by law, judicial action, or regulation; the status of a spouse or participant in a civil union in the jurisdiction where the "occurrence", offense, claim, or "suit" is alleged to have taken place.
- 7. **"Electronic data"** means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, DVD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.
- 8. **"Employee"** includes a "leased worker", "temporary worker", and "volunteer worker".
- 9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.
- 11. **"Horse(s)"** means an equine mammal of any age, including foals, weanlings, fillies, colts, geldings, stallions, and mares owned by an insured or that is in the insured's care, custody, or control for "horse activities".
- 12. **"Horse activities"** means of the ownership, maintenance, use, or entrustment to others of "horses" whether owned or trained by a "member additional insured".

# EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

13. **“Hostile fire”** means one which becomes uncontrollable or breaks out from where it was intended to be.

14. **“Insured contract”** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the insured’s “horse activities” (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury” or “property damage” to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f., does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for “bodily injury” or “property damage” arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

15. **“Leased worker”** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to “horses”. “Leased worker” does not include a “temporary worker”.

16. **“Loading or unloading”** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or “auto”;
- b. While it is in or on an aircraft, watercraft or “auto”; or
- c. While it is being moved from an aircraft, watercraft or “auto” to the place where it is finally delivered;

17. **“Member additional insured”** means a member of your association who holds an additional insured endorsement or certificate of insurance under this policy.

18. **“Mobile equipment”** means any land vehicle other than an “auto”, including any attached equipment.

19. **“Occurrence”** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

## EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

20. **“Personal and advertising injury”** means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
  - Malicious prosecution;
  - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies committed by or on behalf of its owner, landlord, or lessor;
  - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
  - Oral or written publication, in any manner, of material that violates a person’s right of privacy;
  - The use of another’s advertising idea in your “advertisement”; or
  - Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.
21. **“Pollutants”** mean any solid, liquid, gaseous material stored, contained, piped, pumped, or transported which, upon its release in any form, including products of combustion smoke, vapor, soot, fumes, liquids, and waste into the air, water, or land will cause environmental damage. Waste includes materials to be recycled, reconditioned, or reclaimed.
22. **“Products-completed operations hazard”** – Includes all “bodily injury” and “property damage” occurring away from premises you own or rent and arising out of “your product” or “your work”.
23. **“Property damage”** means:
- Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.
- For the purposes of this insurance, “electronic data” is not tangible property.
24. **“Sexual misconduct”** means any type of actual, alleged, attempted, proposed, or threatened physical touching, caressing, or sexual verbal or nonverbal suggestion by any insured to any other person, including but not limited to any other insured or any past, present, or potential client or family member or relative of a client of any insured.
25. **“Suit”** means a civil proceeding in which damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies are alleged. “Suit” includes:
- An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. **“Temporary worker”** means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
27. **“Volunteer worker”** means a person who is not your “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
28. **“Your product”**:
- Means:

## **EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY**

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made or which should have been made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

**29. "Your work":**

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

## ENDORSEMENT – HBPA MEMBER ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

**SECTION II – WHO IS AN INSURED** Paragraph A., is amended to include the person or organization named in the Schedule as a “member additional insured”. The person or organization is a member of your association at the time this endorsement is issued and undertakes to remain a member for the duration of this insurance.

### SCHEDULE ONE “Member Additional Insured”

**Name:**

**Mailing Address Street:**

**City, State, Zip Code:**

Number of Horses Reported:

		<b>Limits of Insurance and How Limits Apply</b>	
General Aggregate:	<b>\$2,000,000</b>	Annual Aggregate	
Each Occurrence:	<b>\$1,000,000</b>	Each Occurrence	
Personal and Advertising:	<b>\$1,000,000</b>	Each Offense	
Damage to Premises Rented to You:	<b>\$50,000</b>	Each Occurrence	
Medical Payments	<b>\$5,000</b>	Each Person	

Endorsement Number: 00001

Replacing Endorsement Number:

HBPA Master Policy Number:

Endorsement Term: **From:**

**To:** 1 November 2009

Description of Your Operations:

Endorsement Premium: \$

Surcharge: \$

Surcharge: \$

Surcharge: \$

Tax Amount: \$

Recoupment Amount: \$

Total Premium Due: \$

**NO COVERAGE FOR “PRODUCTS-COMPLETED OPERATIONS HAZARD” IS CONTAINED IN THE MASTER POLICY OR IN THIS ENDORSEMENT.**

### SCHEDULE TWO

Designated Person or Organization:

Designated Interest:

**SECTION II – WHO IS AN INSURED** – Paragraph B., is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by the acts or omissions of the “member additional insured” shown in Schedule One above, or the acts or omissions of those acting on behalf of the “member additional insured” in the performance of “horse activities”.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

## ENDORSEMENT – EXCLUSION OF CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

**A. SECTION I – Coverages – Coverage C – Cap on Losses From “Certified Acts of Terrorism”** is entirely deleted and the following exclusion is added to the policy:

This insurance does not apply to – Terrorism – “Any injury or damage” arising, directly or indirectly, out of a “certified act of terrorism”.

**B. SECTION V – Definitions –** The following definition is added:

1. **“Any injury or damage”** means any injury or damage covered under any policy to which this endorsement is applicable, and includes but is not limited to “bodily injury”, “property damage”, “personal and advertising injury”, “injury”, or “environmental damage” as may be defined in any applicable policy.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

## ENDORSEMENT – HBPA “MEMBER ADDITIONAL INSURED” CHANGES

**THIS ENDORSEMENT IS INCLUDED WITH “MEMBER ADDITIONAL INSURED” ENDORSEMENT DESCRIBES THE CHANGES TO THE INSURANCE PROVIDED BY THE ENDORSEMENT. PLEASE READ IT CAREFULLY.**

“Member Additional Insured” Endorsement Number  _____	Effective date of changes:  _____	Company: StarNet Insurance Company
Member Additional Insured Name:  _____		Authorized Representative:
Coverage Affected: HBPA “Member Additional Insured” Endorsement		
<b>Schedule of Changes:</b> (Show dates and pro rata or short rate factors as applicable)		
Premium changes, if any (show calculations):		
Signature of “Member Additional Insured”	Date	Title of Signatory
By signing and dating below the “Member Additional Insured” is confirming agreement to the changes.		

\_\_\_\_\_  
 Authorized Representative Signature (Where required)

THE MASTER POLICY IS NOT CHANGED BY THIS ENDORSEMENT. ONLY COVERAGE FOR THE SPECIFIC “MEMBER ADDITIONAL INSURED” IS CHANGED TO THE EXTENT OF CHANGES TO THE “MEMBER ADDITIONAL INSURED” ENDORSEMENT ATTACHED TO THIS ENDORSEMENT.

# ENDORSEMENT – DECLARATIONS CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the Declarations of the following:

EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

The Declarations of the following policy are amended to read as follows:

POLICY NUMBER:

NAMED INSURED:  
MAILING ADDRESS:

POLICY PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
At 12:01 A.M. at your mailing address shown above

<b>LIMITS OF INSURANCE</b>	
EACH OCCURRENCE LIMIT:	
DAMAGE TO PREMISES RENTED TO YOU LIMIT:	Any one premises
MEDICAL EXPENSE LIMIT:	Any one person
PERSONAL & ADVERTISING INJURY LIMIT:	Any one person or organization
GENERAL AGGREGATE LIMIT:	Per "member additional insured"
No Coverage for "Products-Completed Operations Hazard" is contained in this policy or in any "member additional insured" endorsement.	
<b>DESCRIPTION OF BUSINESS</b>	
FORM OF BUSINESS:	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LIMITED LIABILITY COMPANY
<input type="checkbox"/> TRUST	<input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION:	
<b>ALL PREMISES YOU OWN, RENT, OR OCCUPY</b>	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT, OR OCCUPY
See additional insured endorsement	

### FORMS AND ENDORSEMENTS APPLICABLE:

Form or Endorsement Number and Edition Date:	Description of Form or Endorsement:

Description of Changes and Premium Computation:

Additional (Return) Premium for these changes:

Countersigned (Where Required):	By:
Date	Authorized Representative



A Berkley Company  
Home Office: 475 Steamboat Road, Greenwich, CT 06830 (800) 343-0592

**PROGRAM ADMINISTRATOR:**  
Lavin Insurance Group, LLC  
Attention: Mr. Kevin S. Lavin  
P. O. Box 10001  
Pewee Valley, KY 40056  
800-446-3112 or 502-228-1600

**EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY DECLARATIONS**

**POLICY NUMBER:** \_\_\_\_\_ **PRIOR POLICY NUMBER:** \_\_\_\_\_

**NAMED INSURED:** The National Horsemen's Benevolent & Protective Association, Inc., and its "Member Additional Insureds"  
**MAILING ADDRESS:** National Horse Center, Building B, Number 2  
4063 Ironworks Parkway  
Lexington, KY 40511

**POLICY PERIOD:** **FROM:** 1 November 2008 **TO:** 1 November 2009  
At 12:01 A.M. at your mailing address shown above

**IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT:	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT:	\$50,000 Any one premises
MEDICAL EXPENSE LIMIT:	\$5,000 Any one person
PERSONAL & ADVERTISING INJURY LIMIT:	\$1,000,000 Any one person or organization
GENERAL AGGREGATE LIMIT:	\$2,000,000 Per "member additional insured"
No Coverage for "Products-Completed Operations Hazard" is contained in this policy or in any "member additional insured" endorsement.	
DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> TRUST <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION:	ALL PREMISES YOU OWN, RENT, OR OCCUPY
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT, OR OCCUPY
See additional insured endorsement	

**FORMS AND ENDORSEMENTS APPLICABLE:**

Form or Endorsement Number and Edition Date:	Description of Form or Endorsement:
EL 70 00 07 06	Equine Association Owners and Trainers Liability Policy
EL 75 08 07 06	Endorsement - Member Additional Insured

**THESE DECLARATIONS TOGETHER WITH THE POLICY FORM COMPLETE THE ABOVE NUMBERED POLICY.**

Countersigned: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Authorized Representative

IN WITNESS WHEREOF, StarNet Insurance Company designated herein has executed and attested these presents.

Secretary

President

# EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY – TABLE OF CONTENTS

This Table of Contents is intended only as a guide to assist you in reference to the various insurance provisions of the Equine Association Owners and Trainers Liability Policy in their order of appearance. Please refer to the Declarations and the Coverage Form for complete coverage details.

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## ENDORSEMENT – ARKANSAS CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided by the following:

EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

**A. SECTION IV – Policy Conditions – Condition B., Cancellation is entirely deleted and replaced by the following:**

1. You may cancel this policy or any “member additional insured” may cancel any “member additional insured” endorsement by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to you or cancel any “member additional insured” endorsement by mailing or delivering to the “member additional insured” written notice of cancellation at least:
  - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to your or the “member additional insured’s” last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5.
  - a. If this policy or a “member additional insured” endorsement is cancelled, we will send you or the “member additional insured” any premium refund due.
  - b. We will refund the pro rata unearned premium if the policy is:
    - (1) Cancelled by us or at our request;
    - (2) Cancelled but rewritten with us or in our company group;
    - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
    - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
  - c. If the policy is cancelled at your request or the “member additional insured” endorsement is cancelled by any “member additional insured”, other than a cancellation described in subparagraph b., (2), (3), or (4) above, we will refund ninety (90) percent of the pro rata unearned premium. However, the refund will be less than ninety (90) percent of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy or the “member additional insured” endorsement.
  - d. The cancellation will be effective even if we have not made or offered a refund.
  - e. If you cancel the policy, we will retain not less than \$100 of the premium, however we will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Cancellation of Policies or “Member Additional Insured” Endorsements In Effect More Than Sixty (60) Days:
  - a. If this policy or any “member additional insured” endorsement has been in effect more than sixty (60) days or is a renewal policy or “member additional insured” endorsement, we may cancel only for one or more of the following reasons:
    - (1) Nonpayment of premium;

## ENDORSEMENT – ARKANSAS CHANGES

- (2) Fraud or material misrepresentation made by you or any “member additional insured” or with your knowledge or the knowledge of any “member additional insured” in obtaining the policy or the “member additional insured” endorsement, continuing the policy or “member additional insured” endorsement” or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy or “member additional insured” endorsement issuance;
- (4) Violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements, or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

b. Subject to paragraph 7., c., below if we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to you, the “member additional insured”, and any lienholder or loss payee named in the policy at least ten (10) days before the effective date of cancellation.
- (2) Any other reason, we will mail or deliver notice of cancellation to you, any “member additional insured”, or any lienholder or loss payee named in the policy at least twenty (20) days before the effective date of cancellation.

**B. SECTION IV – Policy Conditions – Condition P., When We Do Not Renew** is entirely deleted and replaced with the following which supersedes any other provision to the contrary:

**P. Nonrenewal:**

1. If we decide not to renew this policy, or any “member additional insured” endorsement we will mail to you, all affected “member additional insureds”, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least sixty (60) days before:
  - a. Its expiration date; or
  - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to failure to pay any premium required for renewal.

The provisions of this paragraph 1, above do not apply to any mortgageholder.

2. We will mail our notice to your or the “member additional insured’s” mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN IT IS ISSUED AFTER THE POLICY IS WRITTEN.

*SERFF Tracking Number:*      *BEUW-125710907*                      *State:*                      *Arkansas*  
*Filing Company:*              *StarNet Insurance Company*                      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *AR-HBPA-EAOTLP-FM-2008-01*  
*TOI:*                      *17.2 Other Liability - Occurrence Only*                      *Sub-TOI:*                      *17.2022 Other*  
*Product Name:*                      *Equine Association Owners and Trainers Liability Policy*  
*Project Name/Number:*              *The National Horsemens Benevolent and Protective Association Risk Purchasing Group/AR-HBPA-EAOTLP -Fm-2008-01*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: BEUW-125710907 State: Arkansas  
Filing Company: StarNet Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AR-HBPA-EAOTLP-FM-2008-01  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2022 Other  
Product Name: Equine Association Owners and Trainers Liability Policy  
Project Name/Number: The National Horsemens Benevolent and Protective Association Risk Purchasing Group/AR-HBPA-EAOTLP -Fm-2008-01

## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** Uniform Transmittal Document- Property & Casualty **Approved** 08/12/2008

**Comments:**

Please see the attached transmittal document.

We believed this form would not be required under SERFF version 5 and later editions since all the data contained in this form are captured in the tabs of the SERFF filing.

**Attachment:**

AR Forms Transmittal Document.pdf

**Review Status:**  
**Satisfied -Name:** Forms comparisons **Approved** 08/12/2008

**Comments:**

In order to assist you with comparing this filing with our original attached below please find comparison of our principal form and endorsements with the earlier versions. These are revision tracking from Word© and may be difficult to follow since it is very literal.

**Attachments:**

EL 70 10 06 08 Equine Association Owners and Trainers Liab....pdf  
EL 75 08 06 08 Endorsement - HBPA Member Additional Insure....pdf  
EL 75 20 06 08 Endorsement - Exclusion of Certified Acts o....pdf  
EL DS 77 10 06 08 Declarations Comparison.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

<b>5. Company Tracking Number</b>	
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:  
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

# EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

**THIS POLICY EXCLUDES ALL COVERAGE FOR THE “PRODUCTS-COMPLETED OPERATIONS HAZARD”. PLEASE READ [IT](#) CAREFULLY.**

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. The word “insured” means any person or organization qualifying as such under Section II – Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement:

a. We will pay those sums the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” from an “occurrence” arising out of “horse activities” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. However:

(1) The amount we will pay for damages is limited as described in Section III – Limits ~~Of~~ Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A-~~or~~ B, and C or medical expenses under Coverage ED.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B, and BC.

b. This insurance applies to “bodily injury” and “property damage” only if:

(1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;

(2) The “bodily injury” or “property damage” occurs during the policy period;

(3) Prior to the policy period, no insured listed under paragraph 1., of Section II – Who Is An Insured and no “employee” authorized by an insured to give or receive notice of an “occurrence” or claim, knew that any “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that any “bodily injury” or “property damage” occurred, then any continuation, change, or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period; and

(4) No “bodily injury” or “property damage” is alleged in the claim or “suit” to have occurred prior to the inception date of this policy.

c. Any “bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph 1., of Section II – Who Is An Insured, or any “employee” authorized by the insured to give or receive notice of an “occurrence” or claim, includes any continuation, change, or resumption of that “bodily injury” or “property damage” after the end of the policy period.

d. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph 1., of Section II – Who Is An Insured or any “employee” authorized by the insured to give or receive notice of an “occurrence” or claim:

- (1) Reports all, or any part, of any “bodily injury” or “property damage” to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or
  - (3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.
- e. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury”.

**2. Exclusions** – This insurance does not apply to:

- a. Aircraft, “Auto”, “Mobile Equipment”, or Watercraft** – “Bodily injury” or “property damage” arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, “auto”, “mobile equipment”, or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use, or entrustment to others of any aircraft, “auto”, “mobile equipment”, or watercraft that is owned or operated by or rented or loaned to any insured.

- b. Asbestos, Lead, or Silica** – “Bodily injury” or “property damage” arising out of or in any way directly or indirectly relating to:

- (1) The use of asbestos, lead, or silica in constructing or manufacturing any good, product, or structure;
- (2) The manufacture, mining, processing, installation, testing, ownership, sale, resale, abatement, removal, transportation, storage, or disposal of asbestos, lead, or silica:

- (a) Fiber [or fumes](#);

- (b) Dust;

- (c) Goods; or

- (d) Products, including:

- i Products containing asbestos, lead, or silica; or

- ii Material containing asbestos, lead, or silica; and

- (3) Exposure to, Inhalation of, ingestion of, consumption of, or absorption of, or prolonged physical exposure to asbestos, lead, or silica:

- (a) Fiber [or fumes](#);

- (b) Dust;

- (c) Goods; or

- (d) Products, including:

- i Products containing asbestos, lead, or silica; or

- ii Material containing asbestos, lead, or silica; and

- (4) Any error or omission in supervision, instructions, recommendations, notices, warnings, advice given, or that should have been given in connection with asbestos, lead, or silica:

- (a) Fiber [or fumes](#);

## EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

(b) Dust;

(c) Goods; or

(d) Products, including:

- i Products containing asbestos, lead, or silica; or
- ii Material containing asbestos, lead, or silica; and

(5) Any device or product that is designed or used to protect any person or entity from exposure to, inhalation of, or ingestion of, or for containment processes, containment procedures, or protective measures designed to protect persons or property from the harmful effects of asbestos, lead, or silica:

(a) Fiber; or fumes;

(b) Dust;

(c) Goods; or

(d) Products, including:

- i Products containing asbestos, lead, or silica; or
- ii Material containing asbestos, lead, or silica; and

(6) Any loss, cost, or expense awarded or incurred that arises directly or indirectly out of any:

(a) Claim or "suit" alleging any injury or damage from asbestos, lead, or silica;

(b) Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, lead, or silica;

(c) Claim, "suit", notice, or order by or on behalf of any governmental authority or regulatory authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, lead or silica; or

(d) Liability for or from any site or location that has the primary purpose to handle, process, treat, store, dispose, dump, or contain asbestos, lead, or silica in any form.

c. **Contractual Liability** – "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) The insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Execution will be deemed to occur when the agreement is signed or the insured commences activities called for in the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed part of Supplementary Payments because of "bodily injury" or "property damage" provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**d. Discrimination** – “Bodily injury” or “property damage” alleged to be; resulting from; or as a consequence of discrimination whether intentional or unintentional based upon a person’s or “horse’s”:

- (1) Sex, sexual preference, or sexual orientation;
- (2) Marital status;
- (3) Race or breed;
- (4) Creed;
- (5) Religion;
- (6) National origin;
- (7) Age;
- (8) Physical or mental abilities or disabilities; or
- (9) Any other physically or behaviorally distinguishable characteristic.

**e. Distribution of Material in Violation of Statutes** – “Bodily injury” or “property damage” arising directly or indirectly out of any action or omission that violates or alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment or addition to such law; or
- (3) Any statute, ordinance, or regulation, other than the TCPA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.

**f. Employer’s Liability** – “Bodily injury” or “property damage” to:

- (1) An “employee” of any insured arising out of and in the course of:
  - (a) Employment by the insured; or-
  - (b) Performing duties related to “horses”; or-
- (2) The spouse, “domestic partner”, child, parent, brother, or sister of that “employee” as a consequence of paragraph (1), above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**f.g. Employment Related Practices** – “Bodily injury” or “property damage” to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person’s employment; or
  - (c) Employment related practices, policies, acts, or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

## EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

(2) The spouse, "domestic partner", parent, child, brother, or sister of that person as a consequence of "bodily injury" or "property damage" to that person at whom any of the practices described in paragraphs (1), (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury or damage.

**gh. Expected or Intended Injury** – "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**hi. "Fungi" or Bacteria:**

(1) "Bodily injury" or "property damage" that would not have occurred, in whole or in part, but for the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost, or expenses arising out of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, ~~or~~ disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria by any insured or any other person or entity.

**hj. Liquor Liability** – "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if the insured:

(1) Manufactures, sells, or distributes alcoholic beverages;

(2) Serves or furnishes alcoholic beverages for a charge, whether or not such activity:

(a) Requires a license;

(b) Is for the purpose of financial gain or livelihood; or

(3) Serves or furnishes alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving, or furnishing of alcoholic beverages at any activity that does not generate any revenue for the insured.

**jk. Nuclear Energy** – "Bodily injury" or "property damage" arising out of or related in any way to nuclear reaction, nuclear radiation, or radioactive contamination however caused, or any discharge, explosion, or use of any device employing nuclear fission, fusion, or the hazardous properties of nuclear material no matter when or by whom.

**kl. Pollution:**

(1) "Bodily injury" or "property damage" that would not have occurred in whole or in part but for the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of

“pollutants” at any time from any premises, site, or location which is or was at any time owned, occupied by, rented to, or loaned to, any insured. However, this exclusion does not apply to:

- (a) “Bodily injury” if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building; or
  - (b) “Bodily injury” or “property damage” for which you may be held liable if you are conducting “horse activities” at the site with the permission of the owner and that premises, site, or location was never owned by you or any insured; or
  - (c) “Bodily injury” or “property damage” arising out of heat, smoke, or fumes from a “hostile fire.”
- (2) Any loss, cost, or expense 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, neutralize, or in any way respond to or assess the effects of “pollutants”;
  - (b) Claim, “suit”, notice, or order by or on behalf of any governmental authority or regulatory authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of “pollutants”; or
  - (c) Liability for any site or location that has the primary purpose to handle, process, treat, store, dispose, or dump any waste material or substance.

However, this [sub](#)paragraph (2) does not apply to liability for damages because of “property damage” the insured would have in the absence of such request, demand, order, or statutory or regulatory requirement, or such claim or “suit” by or on behalf of a governmental authority.

**l.m.** “**Products-Completed Operations Hazard**” – “Bodily injury” or “property damage” arising out of the “products-completed operations hazard”.

For the purposes of this exclusion, “horse activities” are not included within the “products-completed operations hazard”.

**m.n.** **Riding Stables or Riding Schools** – “Bodily injury” or “property damage” arising out of the operation of any riding stables or riding schools.

~~**n.** “**Sexual Misconduct**”, **Sexual Abuse, or Molestation** – “Bodily injury” or “property damage” arising out of any “sexual misconduct”, sexual abuse, or molestation by any insured.~~

~~**e.** **Terrorism** – “Bodily injury” or “property damage” arising, directly or indirectly, out of an “other act of terrorism”. However, this exclusion applies only when one or more of the following are attributed to such an act:~~

- ~~(1) The total of insured damage to all types of property exceeds **\$25,000,000**. In determining whether the **\$25,000,000** threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purposes of this paragraph, insured damage means damage that is covered by any insurance plus damage that would be covered by an insurance but for the application of any terrorism exclusions; or~~
- ~~(2) Fifty (50) or more persons sustain death or serious physical injury. For the purposes of this paragraph, serious physical injury means:
  - ~~(a) Physical injury that involves a substantial risk of death; or~~
  - ~~(b) Protracted and obvious physical disfigurement; or~~
  - ~~(c) Protracted loss of or impairment of the function of a bodily member or organ; or~~~~
- ~~(3) The terrorism involves the use, release, or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radioactive contamination; or~~

# EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

~~(4) The terrorism is carried out by means of the dispersal or application of a pathogenic or poisonous biological or chemical materials; or~~

~~(5) Pathogenic or poisonous biological or chemical materials are released and it appears that one purpose of the "terrorism" was to release such materials.~~

~~With respect to this exclusion paragraphs (1) and (2) describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.~~

o. "Sexual Misconduct", Sexual Abuse, or Molestation – "Bodily injury" or "property damage" arising out of any "sexual misconduct", sexual abuse, or molestation by any insured.

**p. War** – "Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

(1) War, including undeclared or civil war;

(2) 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

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**q. Workers' Compensation and Similar Laws** – Any obligation of the insured under a workers' compensation, workmen's compensation, disability benefits, unemployment compensation law, or any similar law.

**r. "Personal and Advertising Injury"** – "Bodily injury" arising out of "personal and advertising injury".

**s. Damage to Property** – "Property damage" to:

(1) Property owned, rented, or occupied by any insured, including any costs or expenses incurred by the insured, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises sold, given away or abandoned, if the "property damage" arises out of any part of those premises;

(3) Property loaned to any insured;

(4) Personal property in the care, custody, or control of the insured;

(5) "Horses" owned by, rented to, loaned to, or used by any insured or any "horses" in the care, custody, or control of any insured or as to which any insured is for any purpose exercising physical control.

Paragraphs (1), and (3) of this exclusion do not apply to "property damage" to premises, including the contents of such premises, rented to the insured, or occupied by the insured with the permission of the owner of the premises, consisting of a stall(s) or an entire stable for one or more "horses". A separate limit of insurance applies to Damage to Premises Rented to You as described in Section III – Limits of Insurance.

**t. "Electronic Data"** – Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

Exclusions ~~a, e, i, k, f, j, l~~, and ~~h, m, above~~ do not apply to damage to premises rented to you or any "member additional insured" or temporarily occupied by you or "member additional insured" with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

## COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement:

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “personal and advertising injury” arising out of “horse activities” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “personal and advertising injury” to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or “suit” that may result. However:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A-~~or~~ B, C, or medical expenses under Coverage ~~C-D~~.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B, and ~~B-C~~.

b. This insurance applies to “personal and advertising injury” caused by an offense arising out of “horse activities” but only if the offense was committed in the “coverage territory” during the policy period.

## 2. Exclusions – This insurance does not apply to:

a. **Asbestos, Lead, or Silica** – “Personal and advertising injury” arising out of or in any way directly or indirectly relating to:

(1) The use of asbestos, lead, or silica in constructing or manufacturing any good, product, or structure;

(2) The manufacture, mining, processing, installation, testing, ownership, sale, resale, abatement, removal, transportation, storage, or disposal of asbestos, lead, or silica:

(a) Fiber or fumes;

(b) Dust;

(c) Goods; or

(d) Products, including:

i Products containing asbestos, lead, or silica; or

ii Material containing asbestos, lead, or silica; and

(3) Exposure to, Inhalation of, ingestion of, consumption of, or absorption of, or prolonged physical exposure to asbestos, lead, or silica:

(a) Fiber or fumes;

(b) Dust;

(c) Goods; or

(d) Products, including:

i Products containing asbestos, lead, or silica; or

ii Material containing asbestos, lead, or silica; and

(4) Any error or omission in supervision, instructions, recommendations, notices, warnings, advice given, or that should have been given in connection with asbestos, lead, or silica:

(a) Fiber or fumes;

(b) Dust;

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- (c) Goods; or
- (d) Products, including:
  - i Products containing asbestos, lead, or silica; or
  - ii Material containing asbestos, lead, or silica; and
- (5) Any device or product that is designed or used to protect any person or entity from exposure to, inhalation of, or ingestion of, or for containment processes, containment procedures, or protective measures designed to protect persons or property from the harmful effects of asbestos, lead, or silica:

(a) Fiber or fumes;

(b) Dust;

(c) Goods; or

(d) Products, including:

i Products containing asbestos, lead, or silica; or

ii Material containing asbestos, lead, or silica; and

(6) Any loss, cost, or expense awarded or incurred that arises directly or indirectly out of any:

(a) Claim or "suit" alleging any injury or damage from asbestos, lead, or silica;

(b) Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, lead, or silica;

(c) Claim, "suit", notice, or order by or on behalf of any governmental authority or regulatory authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, lead or silica; or

(d) Liability for or from any site or location that has the primary purpose to handle, process, treat, store, dispose, dump, or contain asbestos, lead, or silica in any form.

- b. Breach of Contract** – "Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- c. Contractual Liability** – "Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- d. Criminal Acts** – "Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.
- e. Discrimination** – "Personal and advertising injury" resulting from or alleged to be the consequence of discrimination whether intentional or unintentional and based upon a person's or "horse's":
  - (1) Sex, sexual preference, or sexual orientation;
  - (2) Marital status;
  - (3) Race or breed;
  - (4) Creed;
  - (5) Religion;

- (6) National origin;
- (7) Age;
- (8) Physical or mental abilities or disabilities; or
- (9) Any other physically or behaviorally distinguishable characteristic.

**f. Distribution of Material in Violation of Statutes** – “Personal and advertising injury” arising directly or indirectly out of any action or omission that violates or alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment or addition to such law; or
- (3) Any statute, ordinance, or regulation, other than the TCPA or CAN-SPAM Act of 2003 that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.

**g. Electronic Chatrooms or Bulletin Boards** – “Personal and advertising injury” arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**gh. Employment Related Practices** – “Personal and advertising injury” to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person’s employment;
  - (c) Employment related practices, policies, acts, or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or
- (2) The spouse, “domestic partner”, child, parent, brother, or sister of that person as a consequence of “personal and advertising injury” to that person at whom any of the practices described in paragraph (1), subparagraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**h-i. “Fungi” or Bacteria:**

- (1) “Personal and advertising injury” that would not have occurred, in whole or in part, but for the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost, or expenses arising out of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of “fungi” or bacteria by any insured or any other person or entity.

**ij. Infringement of Copyright, Patent, Trademark, or Trade Secret** – “Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret, or other intellectual property rights. However, this exclusion does not apply to infringement, in an “advertisement”, of copyright, trade dress, or slogan.

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**jk. Insureds in Media and Internet Type Businesses** – “Personal and advertising injury” committed by any insured whose business is:

- (1) Advertising, broadcasting, publishing, or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content, or service provider.

However, this exclusion does not apply to paragraphs a., b., and c. of the definition of “personal and advertising injury” in the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

**kl. Knowing Violation of Rights of Another** – “Personal and advertising injury” caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”

**lm. Material Published Prior to Policy Period** – “Personal and advertising injury” arising out of the publication of material, in any manner, whose first publication took place before the beginning of the policy period.

**mn. Material Published With Knowledge of Falsity** – “Personal and advertising injury” arising out of the publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity.

**no. Pollution** – “Personal and advertising injury” arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of “pollutants” at any time.

**op. Pollution-Related** – Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of “pollutants”; or
- (2) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of “pollutants”.

**pg. “Products-Completed Operations Hazard”** – “Personal and advertising injury” arising out of the “products-completed operations hazard”.

**qr. Quality or Performance of Goods – Failure To Conform To Statements** – “Personal and advertising injury” arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in an “advertisement”.

**rs. “Sexual Misconduct”, Sexual Abuse, or Molestation** – “Personal and advertising injury” arising out of any “sexual misconduct”, sexual abuse, or molestation by any insured.

~~**s. Terrorism** – “Personal and advertising injury” caused directly or indirectly by “terrorism”, including action in hindering or defending against an actual or expected incident of “terrorism”. “Personal and advertising injury” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.~~

**t. Unauthorized Use of Another’s Name or Product** – “Personal and advertising injury” arising out of the unauthorized use of another’s name or product in your e-mail address, domain name, or metatag, or any other similar tactics to mislead another’s potential customers.

**u. War** – “Personal and advertising injury”, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;

- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

v. **Wrong Description of Prices** – “Personal and advertising injury” arising out of the wrong description of the price of goods, products, or services stated in an “advertisement”.

**COVERAGE C – CAP ON LOSSES FROM “CERTIFIED ACTS OF TERRORISM”:**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND BC**

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

- A-1.** All expenses we incur.
- B-2.** Up to **\$250** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- C-3.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- D-4.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to **\$250** a day because of time off from work.
- E-5.** All costs taxed against the insured in the “suit”, other than statutory or contractual attorney fees.
- F-6.** 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.
- G-7.** 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.

These payments will not reduce the limits of insurance.

**COVERAGE CD MEDICAL PAYMENTS**

**1. Insuring Agreement:**

a. We will pay medical expenses as described below for “bodily injury” caused by an accident and arising out of the insured’s “horse activities”:

provided that:

- (1) The accident takes place in the “coverage territory” and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray, and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing, and funeral services.

## 2. Exclusions – We will not pay expenses for “bodily injury”:

- a. **Any Insured** – To any insured, except “volunteer workers”.
- b. **Hired Person** – To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury on Premises** – To a person injured on that part of premises the insured rents or occupies in the course of her or his “horse activities”, which the injured person normally occupies or uses.
- d. **Workers’ Compensation and Similar Laws** – To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers’ compensation or disability benefits law or a similar law.
- e. **Athletics Activities** – To a person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.
- f. **“Products-Completed Operations Hazard”** – Included within the “products-completed operations hazard”.
- g. **Coverage A or C Exclusions** – Excluded under Coverage A [or C](#).

## SECTION II – WHO IS AN INSURED

- 1. You are insured, and “member additional insureds” are also insureds. If you or any “member additional insured” is shown as:
  - a. An individual; you and “member additional insureds” and spouse are insureds but only with respect to “horse activities”.
  - b. A partnership or joint venture; you and “member additional insureds” are insureds. Members, partners, and their spouses are also insureds but only with respect to “horse activities”.
  - c. A limited liability company; you and “member additional insureds” are insureds. Members are also insureds but only with respect to “horse activities”. Managers are insureds but only with respect to their duties as your managers for “horse activities”.
  - d. An organization other than a partnership, joint venture, or limited liability company you and “member additional insureds” are insureds but only with respect to “horse activities”. Your “executive officers” and directors are insureds but only with respect to their duties as your officers or directors with respect to “horse activities”. Your stockholders are also insureds but only with respect to their liability as stockholders with respect to “horse activities”.
  - e. A trust you and “member additional insureds” are insured. Trustees are also insureds but only with respect to their duties as trustees for “horse activities”.
- 2. Each of the following is also an insured:
  - a. Your or [any](#) “member additional insured’s” “volunteer workers” only while performing duties related to “horse activities”, or your or “member additional insured’s” “employees”, other than either “executive officers” (if an organization other than a partnership, joint venture, or limited liability company) or managers (if a limited liability company) but only for acts arising out of “horse activities” for you or any “member additional insured”. However, none of these “employees” or “volunteer workers” are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you or "member additional insured", to partners or members (if a partnership or joint venture), to members (if a limited liability company), to a co-"employee" while in the course of his or her employment, or to your "volunteer workers" while performing duties related to the conduct of "horse" activities;
- (b)** To the spouse, "domestic partner", child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a), or (b), above; or
- (d)** Arising out of her or his providing or failing to provide professional health care services to persons or veterinary services to "horses".

**(2) "Property damage" to property:**

- (a)** Owned, occupied, or used by,
  - (b)** Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by  
you, any "member additional insured", any "employees", "volunteer workers", any partner or member (if a partnership or joint venture), or any member (if a limited liability company).
- b.** Any person or organization having proper temporary custody of your or the "member additional insured's" property if you or the "member additional insured" die, but only:
- (1)** With respect to liability arising out of the maintenance or use of that property; and
  - (2)** Until your legal representative has been appointed.
- c.** Your or the "member additional insured's" legal representative if an individual insured dies, but only with respect to duties as such. That representative will have all the rights and duties of the individual insured under this policy.
- 3.** Any organization you or the "member additional insured" newly acquires or forms, other than a partnership, joint venture or limited liability company, and over which you or the "member additional insured" maintain ownership or majority interest, will qualify as a Named Insured with respect to "horse activities" if there is no other similar insurance available to that organization. However:
- a.** Coverage under this provision is afforded only until the ninetieth (90<sup>th</sup>) day after you or the "member additional insured" acquire or form the organization or the end of the policy period, whichever is earlier;
  - b.** Coverage A does not apply to "bodily injury" or "property damage" that occurred before you or the "member additional insured" acquired or formed the organization; ~~and~~
  - c.** Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you or the "member additional insured" acquired or formed the organization; ~~and~~
  - d.** Coverage C does not apply to any injury or damage arising out of a "certified act of terrorism" before you or the "member additional insured" acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations or as a "member additional insured".

### **SECTION III – LIMITS OF INSURANCE**

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;**

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B. Claims made or "suits" brought; or

C. Persons or organizations making claims or bringing "suits".

## Rules applicable to the Limits of Insurance:

1. A General Aggregate Limit is applicable to you and separately to each "member additional insured". These General Aggregates are the most we will pay for the sum of:

a. Medical expenses under Coverage ~~C~~D;

b. Damages under Coverage A; ~~and~~

c. Damages under Coverage B; ~~i~~

d. Damages under Coverage C.

Each payment we make for such damages reduces the "member additional insured's" General Aggregate Limit by the amount of such payment. This reduced Limit of Insurance will then be the General Aggregate Limit of Insurance available to the "member additional insured". When this reduced Limit of Insurance is used up by payment of judgments or settlements we shall have no further obligation to defend claims or "suits" seeking such damages or pay such damages described in subparagraphs a., b., ~~or c.~~, or d., above for that "member additional insured".

2. Subject to paragraph 1., above, the "member additional insured's" Personal and Advertising Injury Limit of Insurance is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

3. Subject to paragraph 1., above your or the "member additional insured's" Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; ~~and~~

b. Damages under Coverage C; and

c. Medical expenses under Coverage ~~C~~D

because of all "bodily injury" and "property damage" arising out of any one "occurrence" for your or any "member additional insured".

4. Subject to paragraph 3., above, the Medical Expense Limit is the most we will pay under Coverage ~~C~~D for all medical expenses because of "bodily injury" sustained by any one person.

5. Subject to paragraph 3., above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or the "member additional insured" or temporarily occupied by you or the "member additional insured" with the permission of the owner.

6. In the event a claim or "suit" is brought against more than one "member additional insured" due to "bodily injury" or "property damage" from the same "occurrence" or "personal and advertising injury" from the same offense we will treat each "member additional insured" endorsement as a separate policy.

7. In the event a claim or "suit" is brought against more than one insured under a single "member additional insured" endorsement due to "bodily injury" or "property damage" from the same "occurrence" or "personal and advertising injury" from the same offense, we will apply the applicable limits of insurance in the following order:

a. You and the person or organization first named in the "member additional insured" endorsement;

b. The "executive officers", directors, stockholders, or "employees" of you or "member additional insured"; and

- c. Any other insureds in any order that we choose.

The Aggregate Limits of Insurance of this policy apply separately to each consecutive twelve (12) month annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – POLICY CONDITIONS**

**A. Bankruptcy** – Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this policy.

**B. Cancellation:**

1. You may cancel this policy or any “member additional insured” may cancel any “member additional insured” endorsement by mailing or delivering to us advance written notice of cancellation.
2. Cancellation for Policies in Effect Sixty (60) Days or Less – If this policy has been in effect for sixty (60) days or less, we may cancel this policy by mailing or delivering to you or the “member additional insured” written notice of cancellation, stating the reason for cancellation, at least thirty (30) days before the effective date of cancellation.
3. Cancellation of Policies in Effect for More Than Sixty (60) Days:
  - a. If this policy has been in effect for more than sixty (60) days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
    - (3) Discovery of willful or reckless acts or omissions on your part that increase any hazard insured against;
    - (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
    - (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any property or the occupancy thereof that substantially increases any hazard insured against;
    - (6) We are unable to reinsure the risk covered by the policy; or
    - (7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.
  - b. If we cancel this policy based on paragraph a., above, we will mail or deliver written notice of cancellation to you or the “member additional insured”, stating the reason for cancellation, at least:
    - (1) Fourteen (14) days before the effective date of cancellation if cancellation is for nonpayment of premium; or
    - (2) Seventy-five (75) days before the effective date of cancellation if cancellation is for one or more of the reasons stated in subparagraphs a., (2) through a., (7), above.
4. We will mail or deliver our notice to you or to the “member additional insured” at the last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. That date will become the end of the policy period.

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6. If this policy or any "member additional insured" endorsement or certificate of insurance is cancelled, we will send you or the "member additional insured" any premium refund due. If we cancel the refund will be pro rata. If you or any "member additional insured" cancels the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed proof of mailing will be sufficient proof of notice.

~~C. "Certified Acts of Terrorism" – Limitation on Payment – With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.~~

~~D. Changes~~ – This policy contains all the agreements between you, "member additional insureds", and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as a part of this policy.

~~ED. Conformity With Statutes~~ – This policy is amended to the extent necessary to conform to the minimum requirements of any statutes, regulations, rules, or laws of each state, province, county, township, or parish where the "member additional insured" may conduct their "horse" activities.

~~FE. Duties in the Event of "Occurrence", Offense, Claim, or "Suit":~~

1. You and/or the "member additional insured" must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and-
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.-

2. If a claim is made or "suit" is brought against any insured, you and/or the "member additional insured" must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

You and/or the "member additional insured" must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. You and any "member additional insured" or any other involved insured must:

- a. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior written consent.

~~GF. Examination of Your Books and Records~~ – We may examine and audit your books and the books of any "member additional insureds" at any time during the policy period and for up to three (3) years afterward.

~~HG. Inspections and Surveys~~ – We have the right but are not obligated to:

1. Make inspections and surveys at any time:

2. Give you or any “member additional insured” reports on the conditions we find; and
3. Recommend any changes. Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes, or standards.

This condition applies not only to us but also to any rating, advisory, rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations.

**I.H. Legal Action Against Us** – No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or
2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the claimant or the claimant’s legal representative, the insured, and by us.

**J.I. Other Insurance** – If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B, or BC of this policy, our obligations are limited as follows:

**1. Primary Insurance** – This insurance is primary except when paragraph b., below, applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph 3., below.

**2. Excess Insurance** – This insurance is excess over:

- a. That is property insurance for premises rented to the insured or temporarily occupied by the insured with the permission of the owner;
- b. That is insurance bought by the insured to cover liability as a tenant for “property damage” to premises rented to or occupied by the insured with the permission of the owner; or
- c. Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A, B, or BC to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

# EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

**3. Method Of Sharing** – If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## **K.J. Premiums:**

1. The premium for this policy is determined based upon the rating base of each owned or trained "horse".
2. The premium amount shown in the Declarations is an estimate based upon the anticipated number of "horses" to be rated.
3. All premiums for the policy will be computed in accordance with our rules, rates, rating plans, premiums, and minimum premiums. The premium shown in the Declarations was calculated based on the rates and rules in effect at the time this policy was issued. On each renewal continuation or anniversary of the effective date of this policy we will compute the premium in accordance with our rates and rules then in effect.

**L.K. Premium Audit** – We will not audit any "member additional insured's" exposures. However, we reserve the right to bill additional premium if we determine the "member additional insured" under reported their exposures in the application for insurance.

**M.L. Representations** – By accepting this policy, you and any "member additional insured" agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy and any "member additional insured" endorsements in reliance upon your representations.

**N.M. Separation of Insureds** – Except with respect any rights or duties specifically assigned in this policy to you, this insurance applies:

1. As if you and each "member additional insured" were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

**O.N. Transfer of Rights and Duties Under This Policy** – Your rights and duties and the rights and duties of the "member additional insureds" under this policy may not be transferred without our written consent except in the case of the death of an individual "member additional insured".

If a "member additional insured" dies her or his rights and duties will be transferred to her or his legal representative but only while acting within the scope of duties as legal representative. Until the legal representative is appointed, anyone having proper temporary custody of the "horses" will have rights and duties but only with respect to those "horses".

**P.O. Transfer of Rights of Recovery Against Others to Us** – 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.

**Q.P. When we do not Renew:**

1. For the purpose of this Condition:
  - a. Any policy period or term of less than six (6) months shall be considered to be a policy period or term of six (6) months; and

- b. Any policy period or term of more than one (1) year or any policy with no fixed expiration date shall be considered a policy period or term of one (1) year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least ninety (90) days before the expiration of the policy period.
  3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
  4. If we mail or deliver renewal notice to the first Named Insured at least thirty (30) days before the end of the "policy period", stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
  5. If this policy terminated because the renewal premium has not been received by the due date, we will, within fifteen (15) days, mail or deliver to the first Named Insured at the last known address a notice that the policy was not renewed and the date it was terminated.
  6. If notice is mailed, proof of mailing is sufficient proof of notice.

## SECTION V – DEFINITIONS

1. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products, or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. **"Auto"** means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. **"Bodily injury"** means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
4. **"Certified act of terrorism"** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002, including its extensions and replacements. The federal criteria contained in the Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism": include the following:
  - a. The act resulted in aggregate insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act is a violent act or an act that is dangerous to human life, property, or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
5. **"Coverage territory"** means:

# EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

- a. The United States of America (including its territories and possessions), the Commonwealth of Puerto Rico, and Canada;
- b. International waters or airspace but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph a., above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) The activities of a person whose home is in the territory described in paragraph a., above, but is away for a short time; or
  - (2) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in paragraph a., above or in a settlement to which we agree.

6. "**Domestic partner**" means a person who is accorded by law, judicial action, or regulation; the status of a spouse or participant in a civil union in the jurisdiction where the "occurrence", offense, claim, or "suit" is alleged to have taken place.
7. "**Electronic data**" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, DVD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.
8. "**Employee**" includes a "leased worker", "temporary worker", and "volunteer worker".
9. "**Executive officer**" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "**Fungi**" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.
11. "**Horse(s)**" means an equine mammal of any age, including foals, weanlings, fillies, colts, geldings, stallions, and mares owned by an insured or that is in the insured's care, custody, or control for "horse activities".
12. "**Horse activities**" means of the ownership, maintenance, use, or entrustment to others of "horses" whether owned or trained by a "member additional insured".
13. "**Hostile fire**" means one which becomes uncontrollable or breaks out from where it was intended to be.
14. "**Insured contract**" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to the insured's "horse activities" (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person

or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f., does not include that part of any contract or agreement:

(1) That indemnifies a railroad for “bodily injury” or “property damage” arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

15. **“Leased worker”** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to “horses”. “Leased worker” does not include a “temporary worker”.

16. **“Loading or unloading”** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or “auto”;

b. While it is in or on an aircraft, watercraft or “auto”; or

c. While it is being moved from an aircraft, watercraft or “auto” to the place where it is finally delivered;

17. **“Member additional insured”** means a member of your association who holds an additional insured endorsement or certificate of insurance under this policy.

18. **“Mobile equipment”** means any land vehicle other than an “auto”, including any attached equipment.

19. **“Occurrence”** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

~~20. **“Other act of terrorism”** means a violent act or an act that is dangerous to human life, property, or infrastructure committed by an individual or individuals and appears to be part of an effort to coerce a civilian population or to influence policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002, including its extensions and/or replacements. However, “other act of terrorism” does not include an act meeting the criteria set forth in paragraph b., of the definition of “certified act of terrorism” when such act resulted in aggregate losses of \$5 million or less. Multiple incidents of an “other act of terrorism” occurring within a seventy two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.~~

21. **“Personal and advertising injury”** means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies committed by or on behalf of its owner, landlord, or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;

# EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**2221. "Pollutants"** mean any solid, liquid, gaseous material stored, contained, piped, pumped, or transported which, upon its release in any form, including products of combustion smoke, vapor, soot, fumes, liquids, and waste into the air, water, or land will cause environmental damage. Waste includes materials to be recycled, reconditioned, or reclaimed.

**2322. "Products-completed operations hazard"** – Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work".

**2423. "Property damage"** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**2524. "Sexual misconduct"** means any type of actual, alleged, attempted, proposed, or threatened physical touching, caressing, or sexual verbal or nonverbal suggestion by any insured to any other person, including but not limited to any other insured or any past, present, or potential client or family member or relative of a client of any insured.

**2625. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**2726. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**2827. "Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**2928. "Your product"**:

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made or which should have been made at any time with respect to the fitness, quality, durability, performance, or use of “your product”; and

(2) The providing of or failure to provide warnings or instructions.

**30-29. “Your work”:**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of “your work”, and

(2) The providing of or failure to provide warnings or instructions.

# ENDORSEMENT – HBPA MEMBER ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

**SECTION II – WHO IS AN INSURED** Paragraph 1., is amended to include the person or organization named in the Schedule as a “member additional insured”. The person or organization is a member of your association at the time this endorsement is issued and undertakes to remain a member for the duration of this insurance.

## SCHEDULE ONE “Member Additional Insured”

**Name:**  
**Mailing Address Street:**  
**City, State, Zip Code:**

### Limits of Insurance and Application

Number of Horses Reported:

### Limits of Insurance and How Limits Apply

General Aggregate:	<b>\$2,000,000</b>	Annual Aggregate
Each Occurrence:	<b>\$1,000,000</b>	Each Occurrence
Personal and Advertising:	<b>\$1,000,000</b>	Each Offense
Damage to Premises Rented to You:	<b>\$50,000</b>	Each Occurrence
Medical Payments	<b>\$5,000</b>	Each Person

Endorsement Number:	00001	Replacing Endorsement Number:	
<u>Endorsement Term:</u>	<u>HBPA Master</u>	<u>From:</u>	<u>To: 1 November 2007</u>
<u>Policy Number:</u>			
<u>Endorsement Term:</u>	<u>From:</u>	<u>To: 1 November 2009</u>	
Description of Your Operations:			
Endorsement Premium:	\$		
<u>Surcharge:</u>	\$		
<u>Surcharge:</u>	\$		
<u>Surcharge:</u>	\$		
<u>Tax Amount:</u>	\$		
<u>Recoupment Amount:</u>	\$		
<u>Total Premium Due:</u>	\$		

**NO COVERAGE FOR “PRODUCTS-COMPLETED OPERATIONS HAZARD” IS CONTAINED IN THE MASTER POLICY OR IN THIS ENDORSEMENT.**

## SCHEDULE TWO

Designated Person or Organization:
Designated Interest:

**SECTION II – WHO IS AN INSURED** – Paragraph 2., is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by the acts or omissions of the “member additional insured” shown in Schedule One above, or the acts or omissions of those acting on behalf of the “member additional insured” in the performance of “horse activities”.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

## ENDORSEMENT – EXCLUSION OF CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY:

This endorsement modifies insurance provided under the following:

EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY

A. ~~The~~**SECTION I – Coverages – Coverage C – Cap on Losses From “Certified Acts of Terrorism”** is entirely deleted and the following exclusion is added ~~to the policy~~:

**TERRORISM**—This insurance does not apply to ~~“any– Terrorism – “Any~~ injury or damage” arising, directly or indirectly, out of a “certified act of terrorism” ~~with respect to the “member additional insured(s)” requesting this exclusion.~~

B. **SECTION V – Definitions** – The following ~~definitions are~~**definition is** added:

1. **“Any injury or damage”** means any injury or damage covered under ~~this-any~~ policy ~~to which this endorsement is applicable,~~ and includes but is not limited to “bodily injury”, “property damage”, “personal and advertising injury”, ~~“injury”, or “environmental damage”~~ as ~~may be~~ defined in ~~theany applicable~~ policy.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.



A Berkley Company

Home Office: 475 Steamboat Road, Greenwich, CT 06830 (800) 343-0592

**PROGRAM ADMINISTRATOR:**  
 Lavin Insurance Group Stone Lane, LLC  
 Attention: Mr. Kevin S. Lavin  
 P. O. Box 400011001  
 Pewee Valley, KY 40056  
 800-446-3112 or 502-228-1600

**EQUINE ASSOCIATION OWNERS AND TRAINERS LIABILITY POLICY DECLARATIONS**

POLICY NUMBER:

PRIOR POLICY NUMBER:

NAMED INSURED: The National Horsemen's Benevolent & Protective Association, Inc., and its "Member Additional Insureds"

MAILING ADDRESS: National Horse Center, Building B, Number 2  
 4063 Ironworks Parkway

MAILING ADDRESS: 870 Corporate Drive, Suite 300  
 Lexington, KY 4051440503

POLICY PERIOD: FROM: 1 November 2006 TO: 1 November 2007  
 At 12:01 A.M. at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT:	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT:	\$50,000	Any one premises
MEDICAL EXPENSE LIMIT:	\$5,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT:	\$1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT:	\$2,000,000	Per "member additional insured"
No Coverage for "Products-Completed Operations Hazard" is contained in this policy or in any "member additional insured" endorsement.		
DESCRIPTION OF BUSINESS		
FORM OF BUSINESS:	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> TRUST <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY)	
BUSINESS DESCRIPTION:	ALL PREMISES YOU OWN, RENT, OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT, OR OCCUPY	
See additional insured endorsement		

**FORMS AND ENDORSEMENTS APPLICABLE:**

Form or Endorsement Number and Edition Date:	Description of Form or Endorsement:
EL 70 00-07-10 06 08	Equine Association Owners and Trainers Liability Policy
EL 75 08 07-06 08	Endorsement – Member Additional Insured

THESE DECLARATIONS TOGETHER WITH THE POLICY FORM COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:

By:

(Where required) Date

Authorized Representative

IN WITNESS WHEREOF, StarNet Insurance Company designated herein has executed and attested these presents: ~~but this policy shall not be valid unless issued by the Program Administrator hereinbefore mentioned.~~

Secretary

President