

## GENERAL AND PROFESSIONAL LIABILITY INSURANCE POLICY – EQUINE PROFESSIONALS

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

## CONTENTS

DECLARATIONS	1
INSURING AGREEMENTS	7
EXCLUSIONS	8
CLAIM PROVISIONS	27
GENERAL CONDITIONS	30
DEFINITIONS	37

The Underwriters agree with the **named insured**, in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy:

## A. INSURING AGREEMENTS

### 1. Bodily Injury and Property Damage

The **insurer** will pay on behalf of the **insured** all **damages** and **claims expenses** which the **insured** is legally obligated to pay because of any **claim** for **bodily injury** or **property damage** caused by an **accident** which arises from or occurs in connection with a **covered activity**.

### 2. Personal and Advertising Injury

The **insurer** will pay on behalf of the **insured** all **damages** and **claims expenses** which the **insured** is legally obligated to pay because of any **claim** for **personal and advertising injury** caused by an offense to which this coverage applies, provided that:

- (a) The offense occurs during the **policy period**, and arises from or occurs in connection with a **covered activity**;
- (b) The **personal injury and/or advertising injury** occurs during the **policy period**, and arises from or occurs in connection with a **covered activity**.

### 3. Medical Payments

The **insurer** will pay on behalf of the **insured** all **medical expenses** for **bodily injury** caused by an **accident** which arises from or occurs in connection with a **covered activity** and: (a) on the premises the **insured** owns or rents; (b) on ways next to premises the **insured** owns or rents; or (c) because of the **insured's** operations.

For this coverage to apply, the injured person must submit to examination, at the **insurer's** expense.

### 4. Care, Custody or Control - Horses

The **insurer** will pay on behalf of the **insured** all **damages** and **claims expenses** which the **insured** is legally obligated to pay because of any **claim** for **bodily injury to horses** in the **insured's care, custody or control** caused by an **accident** which arises from or occurs in connection with a **covered activity**.

### 5. Care, Custody or Control - Property

The **insurer** will pay on behalf of the **insured** all **damages** and **claims expenses** which the **insured** is legally obligated to pay because of any **claim** for **damage to property** in the **insured's care,**

**custody or control** caused by an **accident** which arises from or occurs in connection with a **covered activity**.

6. Fire Legal Liability

The **insurer** will pay on behalf of the **insured** all **damages** and **claims expenses** which the **insured** is legally obligated to pay because of any **claim** for **property damage** to premises, but only while rented to the **insured** or temporarily occupied by the **insured** with permission of the owner, caused any one fire that occurs during the **policy period** and which arises from or occurs in connection with a **covered activity**.

Under no circumstances will this coverage be extended to cover First Party **property damage**.

7. Equine Professional Liability

The **insurer** will pay on behalf of the **insured** all **damages** and **claims expenses** which the **insured** is legally obligated to pay because of any **claim** for a **breach of professional duty** which arises from or occurs in connection with a **covered activity**.

**B. COVERAGE EXTENSIONS FOR INSURING AGREEMENTS A.1 (BODILY INJURY AND PROPERTY DAMAGE) AND INSURING AGREEMENT A.2 (PERSONAL INJURY AND ADVERTISING INJURY).**

1. Bail bonds

The **insurer** will pay up to USD250 for costs of bail bonds required because of **accidents** or traffic law violations arising out of the use of any vehicle only if covered for **bodily injury** under Insuring Agreement A.1 (Bodily Injury and Property Damage). The **insurer** is not required to furnish these bonds.

2. Expenses for investigation or defense of a claim

The **insurer** will pay all reasonable expenses incurred by an **insured**, at the **insurer's** request to assist the Underwriters in the investigation or defense of the **claim**, including actual loss of earnings up to USD250 a day because of time off from work.

**C. EXCLUSIONS**

**EXCLUSIONS APPLICABLE TO INSURING AGREEMENT A.1 (BODILY INJURY AND PROPERTY DAMAGE), INSURING AGREEMENT A.5 (CARE, CUSTODY OR CONTROL – PROPERTY) AND INSURING AGREEMENT A.6 (FIRE LEGAL LIABILITY)**

The **insurer** will not be liable to make any payment for any **loss**:

1. Expected or intended injury

AFB  
 2623 73.20%  
 623 26.80%  
 17 12 24 AFB

arising out of, based upon or attributable to **bodily injury** or **property damage** which an **insured** intended or expected or reasonably could have expected. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

arising out of, based upon or attributable to **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**:

- (a) that the **Insured** would have in the absence of the contract or agreement; or
- (b) 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. 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 to be **damages** because of **bodily injury** or **property damage**, provided that:
  - 1) liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
  - 2) such attorney fees and litigation expenses are for defense of that party against a **claim** or alternative dispute resolution proceeding in which **damages** to which this insurance applies are alleged.

3. Liquor Liability

arising out of, based upon or attributable to **bodily injury** or **property damage** for which any **Insured** may be held liable by reason of:

- (a) causing or contributing to the intoxication of any person;
- (b) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (c) any statute, ordinance or regulation in relation to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if the **Insured** is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

4. Workers compensation and similar laws

arising out of, based upon or attributable to any obligation of any **insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

5. Employers' liability

arising out of, based upon or attributable to **bodily injury** to:

- (a) an **employee** (including any leased **employee** or **leased worker** or **temporary worker**) of that **insured** arising out of or in the course of:
  - 1) employment by that **insured**; or
  - 2) performing duties related to the conduct of that **insured's** business; or
- (b) the spouse, child, parent, brother or sister of that **employee** or worker as a consequence of Paragraph (b) above.

This exclusion applies:

- (a) whether the **insured** may be liable as an employer or in any other capacity, and
- (b) to any obligation to share **damages** with or repay someone else who must pay **damages** because of an injury.

This exclusion does not apply to liability assumed under an **insured contract**.

6. Aircraft, auto or watercraft

arising out of, based upon or attributable to **bodily injury** or **property damage** arising out of the ownership, maintenance, use of or entrustment to others of any aircraft, **auto** 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 **accident** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft that is owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to:

- (a) a watercraft while ashore on premises that the **insured** owns or rents;
- (b) a watercraft that the **insured** does not own, that is:
  - 1) less than 26 feet long; and
  - 2) not being used to carry persons or property for a charge or being used in any business of an **insured**;
- (c) parking an **auto** on, or on the ways next to premises that the **insured** owns or rents, provided the **auto** is not owned or rented by or loaned to the **insured**;

- (d) liability assumed under any **insured contract** for ownership, maintenance or use of aircraft or watercraft;
- (e) **bodily injury** or **property damage** arising out of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (f) **bodily injury** or **property damage** arising out of the operation of any of the equipment listed in paragraph (d), (e) and (f) of the definition of **mobile equipment**.

7. Mobile equipment

arising out of, based upon or attributable to **bodily injury** or **property damage** arising out of:

- (a) the transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any **insured**; or
- (b) the use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

8. Damage to property

arising out of, based upon or attributable to **property damage** to:

- (a) property owned, rented or temporarily occupied by the **insured** with permission of the owner, including fixtures permanently attached thereto, 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;
- (b) premises given away, sold or abandoned by the **insured** if the **property damage** arises out of any part of those premises;
- (c) property loaned to the **insured**;
- (d) personal property in the care, custody or control of the **insured**;
- (e) that particular part of real property on which the **insured** or any contractors or subcontractors working directly or indirectly on behalf of the **insured** or temporarily occupied by the **insured** as to premises rented to the **insured** or temporarily occupied by the **insured** with permission of the owner if such **property damage** arises out of those operations; or
- (f) that particular part of any property that must be restored, repaired or replaced because the **insured's work** was incorrectly performed on it.

Paragraphs (a), (c) and (d) of this exclusion do not apply to **damage to property** covered under Insuring Agreement A.5 (Care, Custody or Control – Property).

Paragraph (b) of this Exclusion does not apply if the premises are the **insured's work** and were never occupied, rented or held for rental by the **insured**.

Paragraphs (c), (d), (e), and (f) of this Exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (f) of this Exclusion does not apply to **property damage** included in any **product-completed operations hazard**.

As used in this Exclusion, "property" does not include **horses**.

9. Damage to horses

arising out of, based upon or attributable to any actual or alleged **bodily injury to horses**.

10. Damage to the insured's products

arising out of, based upon or attributable to any **property damage** to the **insured's products** arising out of such products or any part of such products.

11. Damage to the insured's works

arising out of, based upon or attributable to **property damage**:

- (a) to property being worked on by or on behalf of any **insured** arising out of such work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith; or
- (b) to any **insured's work**, arising out of the **insured's work**, or any part of the **insured's work**, and included in the **products-completed operations hazard**, except this exclusion does not apply if the damaged work or the work out of which the damage arises was performed on behalf of the **insured** by a contractor.

This exclusion does not apply to (a) and (b) above while the **insured** is engaged in a **covered activity**.

12. Damage to impaired property or property not physically injured

arising out of, based upon or attributable to **property damage** to **impaired property** or property that has not been physically injured, arising out of:

- (a) a defect, deficiency, inadequacy or dangerous condition in any **insured's product** or any **insured's work**; or
- (b) a delay or failure by any **insured** or anyone acting on behalf of any **insured** to perform a contract or agreement in accordance with its terms.



This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to the **insured's product** or the **insured's work** after it has been put to its intended use.

13. Recall of products, work or impaired property

arising out of, based upon or attributable to **damages** claimed for any loss, cost or expense incurred by any **insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (a) the **insured's product**;
- (b) the **insured's work**;
- (c) **impaired property**;

if any such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

14. Personal and Advertising Injury

arising out of, based upon or attributable to **bodily injury** or **property damage** arising out of **personal and advertising injury**.

15. Electronic Data

arising out of, based upon or attributable to the loss, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

**EXCLUSIONS APPLICABLE TO INSURING AGREEMENT A.2 (PERSONAL AND ADVERTISING INJURY)**

The **insurer** will not be liable to make any payment for any **loss**:

16. Knowing violations of rights of another

arising out of, based upon or attributable to **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**.

17. Material published with knowledge of falsity

arising out of, based upon or attributable to **personal and advertising injury** arising out of oral or written publication of material, if done by or at the direction of the **insured** with knowledge of its falsity.

18. Material published prior to the policy period

arising out of, based upon or attributable to **personal and advertising injury** arising out of oral or written publication of material whose first publication took place before the beginning of the **policy period**.

19. Criminal Acts

arising out of, based upon or attributable to **personal and advertising injury** arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **insured**.

20. Contractual liability

arising out of, based upon or attributable to **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.

21. Breach of contract

arising out of, based upon or attributable to **personal and advertising injury** arising out of or alleged to arise out of breach of contract, other than an implied contract to use another's advertising idea in the **insured's advertisement**.

22. Quality or performance of goods – failure to conform to statements

arising out of, based upon or attributable to **personal and advertising injury** arising out of the failure of goods, products or services to conform with advertised quality or performance made by the **insured's advertisement**.

23. Wrong description of prices

arising out of, based upon or attributable to **personal and advertising injury** arising out of the wrong description of the price of goods, products, or services stated in the **insured's advertisement**. However, this exclusion does not apply to **personal and advertising injury** arising out of the wrong description of the price of **horses**.

24. Insured in media and internet type business

arising out of, based upon or attributable to **personal and advertising injury** arising out of an offense committed by an **insured** whose business is advertising, broadcasting, publishing or telecasting; Designing or determining content or websites for others; or 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**.

25. Unauthorized use of another's name or product

arising out of, based upon or attributable to **personal and advertising injury** arising out of the unauthorized use of another's name or product in the **insured's** email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**EXCLUSIONS APPLICABLE TO INSURING AGREEMENT A.3 (MEDICAL PAYMENTS)**

The **insurer** will not be liable to make any payment for any **loss**:

26. Any insured

arising out of, based upon or attributable to **bodily injury** to any **insured**. However, this exclusion does not apply to participants and/or **volunteers**.

27. Hired person

arising out of, based upon or attributable to **bodily injury** to a person hired to do work for or on behalf of any **insured** or a tenant of any **insured**.

28. Injury on normally occupied premises

arising out of, based upon or attributable to **bodily injury** to a person injured on that part of premises the **insured** owns or rents that the person normally occupies.

29. Workers compensation and similar laws

arising out of, based upon or attributable to **bodily injury** 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.

30. Products-Completed Operations Hazard

arising out of, based upon or attributable to **bodily injury** included within the **products-completed operations hazard**.

31. Insuring Agreement A.1 Exclusions

arising out of, based upon or attributable to **bodily injury** excluded under Insuring Agreement A.1 (Bodily Injury and Property Damage).

**EXCLUSIONS APPLICABLE TO INSURING AGREEMENT A.5 (CARE, CUSTODY OR CONTROL - HORSES)**

The **insurer** will not be liable to make any payment for any **loss**:

32. Intentional slaughter

arising out of intentional slaughter of any **horse** by any one, except where the **insurer** has agreed to the destruction or where a veterinary surgeon has certified that (a) suffering is incurable and (b) destruction is imperative for humane reasons, provided that the **insurer** has the right to a post mortem examination carried out by a veterinary surgeon chosen by the **insurer**.

33. Expected or intended injury

arising out of, based upon or attributable to **bodily injury to horses** which an **insured** intended or expected or reasonably could have expected.

34. Confiscation, seizure and destruction

arising out of, based upon or attributable to **bodily injury to horses** caused by, happening through or in consequence of:

- (a) Confiscation, seizure or destruction by order of any governmental or public authority.
- (b) risks of contraband or illegal transportation or trade.

35. Aircraft or watercraft transportation

arising out of, based upon or attributable to **bodily injury to horses** caused by, happening through or in consequence of transportation involving aircraft or watercraft.

36. Indirect loss

which include any indirect loss other than veterinary bills or the increased cost of keeping an injured or sick **horse** for a period not exceeding 12 months, providing that the cost of all veterinary bills and the increased costs of keeping the **horse** is limited as stated in the Declarations.

37. Breeding/covering

arising out of, based upon or attributable to **bodily injury to horses** while (a) breeding (including in-vitro fertilization) or (b) being covered or covering, whether or not covering actually takes place, unless specifically scheduled.

38. Medication/surgery

arising out of, based upon or attributable to **bodily injury to horses** arising out of:

- (a) the administration of any medication or treatment by the **insured**, unless under the direction of a qualified veterinary surgeon.
- (b) any surgical operation or any other veterinary treatment unless: (a) conducted by a qualified veterinary surgeon; and (b) certified by them to have been necessitated

**injury to horses** for which the **insured** may be held liable; and (c) the operation, a procedure, was carried out in an attempt to preserve the **horse's** life.

This policy provides neither defense nor indemnity as to any allegation of veterinary malpractice. This exclusion will apply whether or not the veterinarian involved is the **insured's employee** or agent.

39. Owned horses

arising out of, based upon or attributable to **bodily injury to horses** or ponies owned by the **insured** or the **insured's** family, including but not limited to spouse, child, parents, brother or sister.

**EXCLUSIONS APPLICABLE TO INSURING AGREEMENT A.7 (EQUINE PROFESSIONAL LIABILITY)**

40. Other activities

arising out of, based upon or attributable to:

- (a) the **insured's** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than a **covered activity**; or
- (b) any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not specified as a **covered activity**, which is owned by the **insured** or which the **insured** is a trustee, partner, officer, director or employee.

41. Contractual liability

arising out of, based upon or attributable to any liability the **insured** has assumed in a contract or agreement, including but not limited to any express warranties, guarantees or estimates of costs. This exclusion does not apply to liability for **damages** that the **insured** would have in the absence of the contract or agreement.

42. Employee retirement

arising out of, based upon or attributable to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provision of the Employee Retirement Income Security Act of 1974, or any amendment to the Act or any violation of any regulation, ruling or order issued pursuant to the Act.

43. Libel and slander

arising out of, based upon or attributable to libel, slander or any other form of defamation, disparagement or harm to the reputation or character of any person or organization, or for or arising out of the invasion of or interference with a person's right to privacy.

44. Insurance, suretyship

arising out of, based upon or attributable to the failure to buy or maintain any form of insurance, suretyship or bond.

45. Financial guarantee or debenture

arising out of, based upon or attributable to the failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture.

46. Funds

arising out of, based upon or attributable to any actual or alleged commingling of or inability or failure to pay, collect or safeguard funds.

47. Market value

arising out of, based upon or attributable to a loss sustained or alleged to have been sustained through fluctuation in the market value of any security or property, including real property.

48. Breach of warranty

arising out of, based upon or attributable to any breach of warranty, guarantee or service level agreement, or for or arising out of any delay of delivery, failure to deliver, or non-acceptance of products or services.

49. Description of goods

arising out of, based upon or attributable to the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services; or as a result of the **insured's** cost guarantees, cost representations, contract price or estimates of probable costs or cost estimates being exceeded.

50. OSHA

arising out of, based upon or attributable to any alleged violation of the Occupational Safety and Health Act of 1970 (29 U.S.C 651, et seq.) or any amendments thereto, or any similar federal, state or local law, rule or regulation.

51. Veterinary practices

arising out of, based upon or attributable to any veterinarian practices.

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

## EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

The **insurer** will not be liable to make any payment for any **loss** or **claim**:

52. Antitrust

arising out of, based upon or attributable to any actual or alleged violation of any federal, state, or local anti-trust, restraint or trade, unfair competition, or price fixing law, or any rules or regulations promulgated thereunder.

53. RICO

arising out of, based upon or attributable to any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder.

54. Securities act

arising out of, based upon or attributable to any actual or alleged violation of the Securities Act of 1933 as amended, or the Securities Exchange Act of 1934 as amended, or any State Blue Sky or securities law or similar state or Federal statute and any regulation or order issued pursuant to any of the foregoing statutes.

55. Motorsports events

arising out of, based upon or attributable to any sporting activity or event involving a motorized vehicle, watercraft, aircraft, **auto** or **mobile equipment**.

56. Event cancellation

arising out of, based upon or attributable to any cancellation, abandonment, postponement, interruption or relocation of an event.

57. Prior noticed claims

of which the **insured** has given notice to any insurer of any other policy or self-insurance in force prior to the effective date of this policy.

58. Prior knowledge

arising out of, based upon or attributable to any act, error or omission, **bodily injury, property damage, personal and advertising injury, damage to property** or **bodily injury to horses** known to any **insured** prior to the inception date of this policy.

If any **insured** knew, prior of the inception date of this policy, that the act, error or omission, **accident**, offense, **bodily injury, property damage, personal and advertising injury, damage to property** or **bodily injury to horses**, then any continuation, change or resumption of such act, error or omission, **accident**, offense, **bodily injury, property damage, personal and advertising injury, damage to property** or **bodily injury to horses** during or after the **policy period** will be deemed to have been known prior to the **policy period** and this exclusion will apply.

59. *Criminal and intentional acts*

arising out of, based upon or attributable to any criminal, dishonest, fraudulent or malicious act, error or omission of any **insured**, assistants, agents or any others to whom a **horse** may be entrusted, committed with actual criminal, dishonest, fraudulent or malicious purpose or intent.

60. *Rodeos*

arising out of, based upon or attributable to **bodily injury** to any person while participating in any manner whatsoever in rodeos. This exclusion does not apply in respect of penning, cutting, reigning, roping and barrel racing unless specifically covered under this Policy.

61. *Racing*

arising out of, based upon or attributable to **bodily injury** or **property damage** arising out of the use of a **horse** or **horse-drawn vehicle** in, or while in practice or preparation for, racing under the rules of any legally constituted racing authority, unless specifically covered under this policy.

62. *Fairs and festivals*

arising out of, based upon or attributable to:

- (a) the use or operation of any aircraft, including but not limited to, hang glider, parachute, hot air balloon, airfield or airport facility, including any duty to defend with respect to any **claims** arising out of the operations, maintenance, use, leasing hiring, renting, borrowing, lending, **loading or unloading** of an aircraft, hang glider, parachute or hot air balloon whether owned by the **insured** or others, unless specifically covered under this policy.
- (b) any racing or stunting activities or events (including, but not limited to, motorcycles, snowmobiles, watercrafts or powerboats) unless specifically covered under this policy.
- (c) any mechanical or stationary device (including, but not limited to, rides or slides which one rides in or on for ones' own amusement) including water rides, mechanical rides and/or bungee jumping operations unless specifically covered under this policy.
- (d) any fireworks, pyrotechnics or any similar explosive material, but only with respect to fireworks used by or at the direction of the **insured**.
- (e) any pre-arranged musical concert held on the **insured's** premises unless specifically endorsement to this policy.



(f) any missiles propelled to the crowd unless specifically covered under this policy.

63. Trail riding

arising out of, based upon or attributable to a **horse** rental to the general public for a charge, unless specifically covered under this policy.

64. Specific products

arising out of, based upon or attributable to **bodily injury, property damage, personal and advertising injury** included in the **products-completed operations hazard** and arising out of any of the **insured's products** as listed below:

(g) sale of livestock, poultry or animal of any kind, including but not limited to, **horses**, cattle, dogs, cats and birds;

(h) feed missed or prepared by the **insured**;

(i) tack or equipment sold, rented, loaned or given to others which has been manufactured or repaired by the **insured**

unless specifically endorsed to this policy.

65. Summer camps, day care, day camps and commercial overnight quest activities

arising out of, based upon or attributable to any camp or program involving individuals engaged in any activities on the **insured's** premises and at the **insured's** direction; or any participation or organization for others to participate in any sporting or athletic activities, unless specifically covered under this policy.

66. Golf carts, off-road vehicles

arising out of, based upon or attributable to the ownership, maintenance, use or entrustment to others of any golf cart or **off-road vehicle** owned or operated by or rented or loaned to the **insured**, unless specifically endorsed to the policy.

67. Intellectual property rights

arising out of, based upon or attributable to the infringement of copyright, patent, trade mark, trade secret or other intellectual property rights. This exclusion does not include the use of another's advertising idea in the **insured's advertisement**.

68. Employment practices

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

arising out of, based upon or attributable to any actual or alleged discrimination including but not limited to discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation.

69. Insured vs Insured

brought against any **insured** by any other **insured**. This exclusion does not apply to **claims** made by a **volunteer** or participant against the **named insured** under Insuring Agreements A.1 to A.6.

70. Professional services

arising out of, based upon or attributable to the rendering or failing to render professional services, including but not limited to professional healthcare services. However, this exclusion does not apply to Insuring Agreement A.7 (Equine Professional Services).

71. Insolvency or bankruptcy

arising out of, based upon or attributable to insolvency or bankruptcy of any **insured** or of any other entity including but not limited to the failure, inability, or unwillingness to pay **claims**, losses or benefits due to the insolvency, liquidation or bankruptcy of any such individual entity.

72. Abuse or molestation

arising out of, based upon or attributable to:

- (a) any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **insured**, any person while in the **insured's** care, custody or control, any person while in the **insured's** premises or any premises loaned or rented to the **insured**, any person while in attendance at or participating in any **covered activity**, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
- (b) the **insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **employee, insured** or person for whom the **insured** is legally responsible and whose conduct falls within paragraph (1), above.

73. Physical modifications to premises

arising out of, based upon or attributable to physical modifications to any premises or any changes to the **insured's** usual business operations mandated by the Americans with Disabilities Act of 1990, including any amendments, or similar federal, state or local law.

74. Distribution of material in violation of statutes

arising out of, based upon or attributable to any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA and CAN-SPAM Act of 2003, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

75. Mold

arising out of, based upon or attributable to:

- (a) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;
- (b) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or
- (c) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

The **insurer** will have no duty or obligation to defend the **insured** with respect to any **claim** or governmental or regulatory order, requirement, directive, mandate or decree which directly or indirectly arises out of, or results from or in consequence of, or in any way involves actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind.

76. Profits not legally entitled

arising out of, based upon or attributable to any **insured** gaining any profit, remuneration or advantage to which such **insured** was not legally entitled.

77. Asbestos, silica and lead

arising out of, based upon or attributable to asbestos, asbestos containing materials, silica or lead.

78. Electromagnetic field

arising out of, based upon or attributable to the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person, or the environment, or that affects the value, marketability, condition or size of any property.

79. Statutory breach

arising out of, based upon or attributable to breach, violation or alleged breach or violation of any federal, state, municipal or local rules, laws, regulations and any amendments thereto, breach, violation or failure to obtain or comply with any state or federal license or permit needed, including but not limited to any caterers, food, liquor (if covered only under this insurance), events authorizations, licenses or permits.

80. Loss of earnings

arising out of, based upon or attributable to loss of earning or estimated future income.

81. Nuclear

arising out of, based upon or attributable to:

- (a) To injury sickness, disease, death or destruction
  - 1) with respect to which an **insured** under this Policy of insurance is also an **insured** under a nuclear energy liability insurance issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an **insured** under any such insurance but for its termination upon exhaustion of its limits of liability; or
  - 2) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **insured** is, or had this insurance not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (b) Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to **bodily injury**, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- (c) To injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - 1) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an **insured** or (ii) has been discharged or dispersed there from;

- 2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
  - 3) the injury, sickness, disease, death or destruction arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.
- (d) As used in this Clause: "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof, "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (i) containing by-product material and (ii) resulting from the operation by any person or organization of any nuclear facility under paragraph (1) or (2) thereof; "nuclear facility" means
- 1) any nuclear reactor;
  - 2) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
  - 3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 of any combination thereof, or more than 250 grams of uranium 235; or
  - 4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

82. Pollution

arising out of, based upon or attributable to:

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

- (a) the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **pollutants**, provided that this exclusion shall not apply to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.
- (b) the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever; or
- (c) any governmental or regulatory directive or request that the **insured** or anyone acting under its direction or control to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize said **pollutants**.

83. War

arising out of, based upon or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

If the **insurer** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **insured**.

84. Assault and battery

arising out of, based upon or attributable to:

- (a) **assault, battery or assault and battery** committed by any person;
- (b) The failure to suppress or prevent **assault, battery or assault and battery**;
- (c) The failure to provide an environment safe from "**assault, battery or assault and battery**;
- (d) The failure to warn of the dangers of the environment which could contribute to **assault, battery or assault and battery**;
- (e) **assault, battery or assault and battery** arising out of the negligent hiring, supervision, or training of any person;
- (f) The use of any force to protect persons or property whether or not the **bodily injury** or **property damage** or **personal injury** and **advertising injury** was intended from the standpoint of the **insured** or committed by or at the direction of the **insured**.

85. Farming

arising out of, based upon or attributable to **farming**.

86. Canine bite

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

arising out of, based upon or attributable to a bite by a canine owned by, or in the care or custody of any **insured**.

87. Breach of professional standards

Arising out of, based upon or attributable to any breach of any trade rule, regulation, standard or practice in relation to equine professional standards of any kind. This exclusion will include any such breach by any **insured** or anyone acting on behalf of the **insured**.

88. Non-covered activity

arising out of, based upon or attributable to any activity other than a **covered activity**.

89. Tack repair (or manufacture/repair of equine or equine related products)

arising out of, based upon or attributable to the repair of any equine related products, unless undertaken for the sole reason of health and safety and is incidental to the provision of **equine professional services**.

90. Biological or Chemical Materials Exclusion

arising out of, based upon or attributable to the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## D. CLAIM PROVISIONS

1. Notification

(a) *Claims*

The **insured** must give notice to the **insurers** of any **claim** first made against the **insured** as soon as practicable after the **insured** first becomes aware of such **claim**.

A **claim** shall be considered to be reported to the **insurer** when written notice is received by the **insurer** through persons named below.

Notice to the Master Policyholder is deemed to be notice to the **insurer**.

(b) *Circumstances*

The **insured** may, during the **policy period**, notify the Underwriters of any act, error, omission, fact or circumstances, **accident**, offense or fire which may give rise to a **claim**.

Any notice must include the reasons why the **insured** reasonably anticipates that the act, error, omission, fact, circumstance, **accident**, offense or fire may give rise to a **claim** and, where available, full particulars of the dates, acts and persons involved.

An act, error, omission, fact, circumstance, **accident**, offense or fire that might lead to a **claim** shall be considered to be reported to the **insurer** when written notice is received by the **insurer** through persons named below.

Notice to the Master Policyholder is deemed to be notice to the **insurer**.

*(d) Address for notifications*

All notices must be sent either by e-mail or by post to the persons stated in the Declarations.

2. Defense and settlement

*(a) Duties*

The **insurer** will have the right and duty to defend any **claim** first made against the **Insured** (subject to the policy limits and other terms and conditions of this Policy). The Underwriters will appoint lawyers, experts and other representatives to defend the **insured** if the Underwriters consider it necessary to do so.

*(b) Consent to claims expenses*

The **insurer** will not be obligated to pay **claims expenses** unless the **insurer** have provided prior written consent to such **claims expenses** being incurred (except where expressly stated in the policy that prior consent is not first required).

If the **insurer's** prior written consent cannot reasonably be obtained before **claims expenses** are incurred, then the **insurer** will give retrospective approval for such **claims expenses** that are reasonable and necessary when incurred.

*(c) Consent to settlements*

The **insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **claim** without the written consent of the **insurer**.

If the **insured** refuses to consent to any settlement or compromise recommended by the **insurer** and acceptable to the claimant and elects to contest the **claim**, the **insurer's** liability for any **damages** and **claims expenses** shall not exceed the amount for which the **claim** could have been settled, less the remaining Deductible, plus the **claims expenses** incurred up to the time of such refusal or the applicable **Limit of Liability**, whichever is less, and the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **insured**.



*(e) Uninsured loss*

The **named insured** will reimburse the **insurer** for any payments which are ultimately determined not to be covered under this Policy.

3. Assistance and cooperation

The **insurer** will have the right to make any investigation they deem necessary, and the **insured** will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the underwriters in connection with the underwriting and issuance of this Policy.

The **insured** will give all information and assistance to the **insurer** as they may reasonably require enabling them to investigate any matter notified under this Policy and cooperate with the **insurer** in responding to any **claim**. The **insured** agrees not to take any action which in any way increases the **insurer's** exposure under this Policy.

Except where expressly provided for in this Policy, these steps will be at the **insured's** own cost.

4. Other insurance

The insurance under this Policy shall apply in excess of any other valid and collectible insurance available to any **insured**, including any self-insured retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over this Policy.

5. Subrogation and recoveries

If any payment is made under this Policy and there is available to the **insurer** any of the **insured's** rights of recovery against any other party, then the **insurer** will maintain all such rights of recovery. The **insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **claim** or **loss** to prejudice such rights. If the **insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **claim** or **loss** has occurred, then the **insurer** waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **loss** paid by the **insurer**. Any additional amounts recovered will be paid to the **named insured**.

6. Action against the Underwriters

No action will lie against the **insurer** or the **insurer's** representatives unless and until, as a condition precedent, the **insured** has fully complied with all provisions, terms and conditions of this Policy and the amount of the **insured's** obligation to pay has been finally determined either by judgment or award against the **insured** after trial, regulatory proceeding, arbitration or by written agreement of the **insured**, the claimant, and the **insurer**.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the **insured** to determine the **insured's** liability, nor will the Underwriters be impleaded by the **insured** or the **insured's** legal representative.

The **insured's** bankruptcy or insolvency of the **insured's** estate will not relieve the Underwriters of their obligations hereunder.

## E. GENERAL CONDITIONS

### 1. Limit of liability

- (a) The Policy Aggregate Limit of Liability (other than Products-Completed Operations) listed in the Declarations is the **insurer's** combined total limit of liability for all **Loss** for the **Policy Period**.
- (b) The Products-Completed Operations Aggregate Limit of Liability for the **Policy Period** listed in the Declarations is the insurer's maximum limit of liability under Insuring Agreement A.1. (Bodily Injury and Property Damage) for **damages** and **claims expenses** because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
- (c) The each **accident** Limit of Liability listed in the Declarations is the insurer's maximum limit of liability for any **loss** arising out of each **accident**.
- (d) Where any sub-limits are specified in the Declarations, the **insurer** will have no liability in excess of that sub-limit. Any sub-limit will be part of and not in addition to the Policy Aggregate Limit of Liability stated in 1(a) above.
- (e) **Claims expenses** will be in addition to the limits of liability up to the amount stated in the Declarations as each **accident** and/or offense.
- (f) Neither the inclusion of more than one **insured** under this Policy, nor the making of **claims** by more than one person or entity shall increase the limits of liability.
- (g) If any continuous or repeated injury or damage to which this insurance applies occurs partly during the **policy period** of this policy and partly during the policy period of any prior policy issued by the **insurer** for which this Policy is a renewal or replacement, then the **insurer's** liability shall be limited to the single largest limit of liability available under any of the policies. In no event however, shall the **insurer** be liable under more than one policy issued by the **insurer** with respect to any **claim** or **loss**.

### 2. Territory

This insurance only applies to acts, errors, omissions, **accidents**, offenses, **bodily injury**, **property damage**, **personal and advertising injury**, **damage to property** and **bodily injury to horses** occurring in the **coverage territory** and to **claims** made against the **insured** within the United States of America, its territories or possessions.

3. Cancellation

(a) For the Master Policyholder

The **insurer** may cancel this Master Policy, but only in the event of non-payment of premium, fraud or misrepresentation by the Master Policy Holder, by mailing or delivering to the Master Policy Holder written notice of cancellation stating when, not less than 30 days thereafter, the cancellation shall be effective. If the period of limitation relating to the giving of notice of cancellation is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

In the event of cancellation of this Master Policy your coverage hereunder shall run to its natural expiry date as specified in the Declarations.

You may cancel your coverage under this Master Policy at any time by written notice or by surrender of the Schedule to us. In such event we will retain the premium at short rate or 25% of the premium, whichever is greater.

(b) For the Named Insured

This Policy may be cancelled by the **named insured** by surrender to the **insurer** or by mailing to the **insurer** written notice stating when thereafter the cancellation shall be effective. The **insurer** may cancel this Policy by mailing to the **named insured** at the address shown in the Declarations written notice stating when not less than 60 days thereafter such cancellation shall be effective. However, if the **insurer** cancels this Policy because the **insured** has fail to pay a premium when due, this Policy may be cancelled by the **insurer** by mailing a written notice of cancellation to the **insured** at the address shown in the Declarations stating that cancellation is effective from the date of mailing such notice, such date being subject to the law pursuant to which the policy is construed. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by the **insured** or by the **insurer** shall be equivalent to mailing.

If the **named insured** cancels this Policy, the earned premium shall be computed in accordance with the attached short rate table and procedure.

If the **insurer** cancels this Policy prior to any **claim** being reported under this Policy, earned premium shall be computed pro rata.

The premium shall be deemed fully earned if any **claim** under this Policy is reported to the **insurer** on or before the date of cancellation.

Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

4. Third parties

Nothing in this Policy is intended to confer a directly enforceable benefit on any third party other than an **insured**.

5. Assignment

Neither this Policy nor any right under it may be assigned without the prior written consent of the Underwriters.

6. Choice of law

This policy will be governed by and construed in accordance with the laws stated in the Declarations.

7. Service of suit clause (U.S.A.)

It is agreed that in the event of the failure of the **insurer** to pay any amount claimed to be due under this Policy, the **insurer**, at the request of the **insured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of the **insurer's** rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the **insurer's** representative, designated in the Declarations, and that in any suit instituted against any one of them upon this contract, the **insurer** will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The **insurer's** representative designated in the Declarations is authorized and directed to accept service of process on behalf of the **insurer** in any such suit and/or upon the request of the **insured** to give a written undertaking to the **insured** that they will enter a general appearance upon the **insurer's** behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of Insurance, and hereby designate the **insurer's** representative, designated in the Declarations, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

8. Sanction Limitation

The **insurer** will not be liable to provide any cover, benefit or pay any **claim** under this Policy to the extent that the provision of such cover, benefit or payment of such **claim** would expose the **insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade

or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

9. Entire Agreement

By acceptance of the Policy, all **insureds** agree that this Policy embodies all agreements between the Underwriters and the **insured** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

10. Representation by the insured

All **insureds** agree that the statements contained the information and materials provided to the Underwriters in the application and all other in connection with the underwriting and issuance of this Policy (which are deemed attached to the Policy) are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by the **insured** or its agent in the application, any application for insurance of which this Policy is a renewal, or any supplemental materials submitted therewith will render the Policy null and void and relieve the **insurer** from all liability under the Policy.

11. Fraudulent claims

If any **insured** shall make any **claim** under this Policy knowing such **claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

12. Due care

It is the **insured's** duty to take all reasonable care to prevent accidents and to maintain all buildings, furnishing and vehicles in sound condition and to act in accordance with all statutory obligations and regulations. The **insured** must make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

13. Warranty by the insured (applicable to Insuring Agreement A.4 – Care, custody or control – horses)

- (a) The **insured** will not board or keep or load **horses** on an **auto** or **mobile equipment** of any type of in any other confined space with any other **horses** to which they have a natural antipathy
- (b) The **insured** will provide every **horse** in the **insured's** care, custody or control with the following: sufficient and proper food, water, shelter and veterinary care.

- (c) The **insured** will not use any **horses** at any time during the period such **horse** is in the **insured's** care, custody or control for any purpose other than that which the owner has provided express authorisation for.

Breach of any warranty or any part thereof shall release the **insurer** for all liability under this insurance.

14. Duties In the event of accident or claim (applicable to applicable to Insuring Agreement A.4 – Care, custody or control – horses)

In the event of death of any **horse** in the **insured's** care, custody or control:

- (a) The **insured** shall immediately, at the **insured's** expense, arrange for a post mortem to be performed by a qualified veterinarian.
- (b) It shall be the **insured's** obligation to first obtain the permission of the owner of said **horse** for such examination.
- (c) The **insurer** shall also be given advance notice of such examination.
- (d) The **insurer** may have a veterinarian of our choice participate in such examination at our option.

15. Named insured as agent

The **named insured** will be considered the agent of all **insureds**, and will act on behalf of all **insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **named insured** is responsible for the payment of all premiums and for receiving any return premiums.

16. Singular form of a word and headings

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

17. Terrorism coverage

The **insured** is hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted

in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been 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. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

THE **INSURED** SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, THIS POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT THE **INSURED'S** COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. THE **INSURED** ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

18. Short Rate Cancellation Table

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the **insured** the Earned Premium shall be computed as follows:-

**SHORT RATE CANCELLATION TABLE**

(a) For insurances written for one year:-

Days Insurance in Force	Per cent. of One Year Premium	Days Insurance in Force	Per cent. of One Year Premium
1 - 73	30	206 - 209	66
74 - 76	31	210 - 214 (7 months)	67
77 - 80	32	215 - 218	68
81 - 83	33	219 - 223	69
84 - 87	34	224 - 228	70
88 - 91 (3 months)	35	229 - 232	71
92 - 94	36	233 - 237	72
95 - 98	37	238 - 241	73
99 - 102	38	242 - 246 (8 months)	74

103 - 105	39	247 - 250	75
106 - 109	40	251 - 255	76
110 - 113	41	256 - 260	77
114 - 116	42	261 - 264	78
117 - 120	43	265 - 269	79
121 - 124 (4 months)	44	270 - 273 (9 months)	80
125 - 127	45	274 - 278	81
128 - 131	46	279 - 282	82
132 - 135	47	283 - 287	83
136 - 138	48	288 - 291	84
139 - 142	49	292 - 296	85
143 - 146	50	297 - 301	86
147 - 149	51	302 - 305 (10 months)	87
150 - 153 (5 months)	52	306 - 310	88
154 - 156	53	311 - 314	89
157 - 160	54	315 - 319	90
161 - 164	55	320 - 323	91
165 - 167	56	324 - 328	92
168 - 171	57	329 - 332	93
172 - 175	58	333 - 337 (11 months)	94
176 - 178	59	338 - 342	95
179 - 182 (6 months)	60	343 - 346	96
183 - 187	61	347 - 351	97
188 - 191	62	352 - 355	98
192 - 196	63	356 - 360	99
197 - 200	64	361 - 365 (12 months)	100
201 - 205	65		

(b) For Insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
  - i. Determine full annual premium as for an insurance written for a term of one year.
  - ii. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB



- iii. Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

Furthermore and notwithstanding the foregoing, the **insurer** shall retain the total premium for this Policy, such total premium to be deemed earned upon inception of the Policy if any **claim** or any circumstance that could reasonably be the basis for a **claim** is reported to Underwriters under this Policy on or before such date of cancellation.

## F. DEFINITIONS

The following definitions are applicable to all sections of this policy:

1. **Accident** means an unintended and unexpected event, including continuous or repeated exposure to substantially the same general harmful conditions and which occurs during the **policy period** and while engaged in a **covered activity**.
2. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the **insured's** 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.
3. **Agricultural** means the science or art of cultivating the soil, producing crops and raising livestock, other than a **horse** and in varying degrees the preparation of these products for man's use and their disposal.
4. **Assault** means:
  - (a) an act creating an apprehension in another of immediate harmful or offensive contact, or
  - (b) an attempt to commit a **battery**.
5. **Assault and battery** means the combination of an **assault** and a **battery**.
6. **Assistant** means an individually named person declared on the Declarations to take part in equine activities. Must be aged 16 years or older and is only remunerated directly by the **Named Insured** or acts without remuneration. Corporate officers, members of a partnership, spouse, independent contractors or anyone else falling within the **insured** definition must be individually declared on the Declarations to take part in equine activities. They must use the lesson plans of the **named insured**.
7. **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**.

8. **Battery** means an act which brings about harmful or offensive contact or another or anything connected to another.
9. **Bodily Injury** means physical injury, sickness or disease sustained by any person, including death resulting from any of these at any time and which occurs during the **policy period**. **Bodily Injury** shall not mean mental injury, mental illness, mental anguish, humiliation, emotional upset, shock or other similar condition.
10. **Bodily Injury to horses** means physical injury, illness or disease (fatal or non-fatal) to non-owned **horses** in the insured's care, custody or control and which occurs during the **policy period**.
11. **Breach of professional duty** means any actual or alleged negligent act, error or omission in the performance of **equine professional services** by the **insured** or by any person for whom the **Named Insured** is legally responsible.
12. **Care, custody or control** means:
  - (a) in relation to Insuring Agreement A.4 (Care, Custody or Control – Horses) means **short term care, custody or control** and **long term care, custody or control**.
  - (b) in relation to Insuring Agreement A.5 (Care, Custody or Control – Property) means physical possession of or responsibility for property (as defined under the definition of **damage to property**) and the legal obligation to exercise care of that property while being used in a **covered activity**.
13. **Claim** means a written notice received by the **insured** of an intention to hold the **insured** responsible for compensation for **damages**, including the service of suit or institution of arbitration proceedings.

Multiple **claims** arising from the same or a series of related, repeated or continuing, act, error, omission, events **accidents** or offenses shall be considered a single **claim** for the purposes of this policy. All such **claims** will be deemed to have been made at the time of the first such **claim**.

14. **Claims expenses** means:
  - (a) reasonable and customary fees charged by an attorney(s) designated and agreed by the **insurer** in consultation with the **insured**, but subject always to the **insurer's** final decision; and
  - (b) fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the written consent of the Underwriters.

**Claims expenses** does not include any salary, overhead or other charges by the **insured** for any time spent in co-operating in the defense and investigation of any **claim** or circumstance which might lead to a **claim** notified under this insurance.

15. **Coverage territory** means anywhere in the world.
16. **Covered activity** means only such activities as are specified in the Declarations for either the **insured** or the **assistants**.
17. **Damages** means a monetary judgment, award or settlement, including any award of prejudgment or post judgment interest; but **Damages** will not include:
- (a) future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
  - (b) return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
  - (c) taxes or loss of tax benefits;
  - (d) fines, sanctions or penalties;
  - (e) punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
  - (f) discounts, coupons, prizes, awards or other incentives offered to the **insured's** customers or clients;
  - (g) liquidated damages, but only to the extent that such damages exceed the amount for which the **insured** would have been liable in the absence of such liquidated damages agreement;
  - (h) any amounts for which the **insured** is not liable, or for which there is no legal recourse against the **insured**.
18. **Damage to property** means damage:
- (a) To property the **insured** rents for a **horse**; or
  - (b) Non-owned Personal property in care, custody or control of the **insured** for use in a **covered activity**; or
  - (c) To property loaned to the **insured** for a **covered activity**.
- Provided, however, that the **insurer's** liability with respect to any property identified in the foregoing subparagraphs (a), (b) and (c) shall be subject to the Care, Custody or Control – Property limit shown in the Declarations.
19. **Electronic data** means 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, tapes, drives, cells data processing devices or any other media which are used with electronically controlled equipment.
20. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

21. **Equine professional services** means those services provided by the **insured** or those for whom the **insured** is legally responsible to others for a fee in the **insured's** professional capacity as a certified judge, show official/manager, professional rider/driver, clinician, trainer, steward, designer, groom, instructor or technical delegate in connection with a **covered activity**.
22. **Farming** means:
- (a) the operation of an **agricultural** or aquacultural enterprise and includes the operation of roadside stands maintained for the sale of farm products produced principally for the **insured** or on the **insured's** behalf; or
  - (b) the performance of planting, cultivation, harvesting or similar farming operations by the **insured** or on the **insured's** behalf at premises owned, leased, rented or occupied by the **insured**.
23. **Hostile Fire** means one which become uncontrollable or breaks out from where it was intended to be.
24. **Horse** means an equine.
25. **Impaired Property** means tangible property, other than the **insured's product** or the **insured's work**, that cannot be used or is less useful because:
- (a) It incorporates the **insured's product** or the **insured's work** that is known or thought to be defective, deficient, inadequate, or dangerous; or
  - (b) An **insured** has failed to fulfil the terms of a contract or agreement;
- If such property can be restored to use by:
- (a) The repair, replacement, adjustment or removal of the **insured's product** or the **insured's work**; or
  - (b) The **named insured** fulfilling the terms of the contract or agreement.
26. **Insured** means:
- (a) the **Named Insured**;
  - (b) an additional insured or **assistant** identified by endorsement.
  - (c) Any **volunteer** of the **named insured** (but only in respect of **breach of professional duties accidents**, or offenses arising out of their activities as such).
  - (d) Any **employee**, director, officer or stockholder of the **named insured** (but only in respect of **breach of professional duties, accidents** or offenses arising out of their employment by the **named insured**).
  - (e) In the event of the death of an **insured** as provided for above, the personal representatives of the **insured** in respect of liability incurred by the **insured**.

27. **Insured contract** means:

- (a) a contract for lease of premises; provided, however, that the portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **insured** or temporarily occupied by the **insured** with their permission of the owner shall not be an **insured contract**;
- (b) any easement or license, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
- (c) an obligation, as required by municipal ordinance, to indemnify a municipality, except in connection with work for the municipality;
- (d) a sidetrack agreement;
- (e) an elevator maintenance agreement; or
- (f) that part of any other contract or agreement pertaining to the **named insured's** business under which the **named insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third party; provided, however, **insured contract** shall 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, roadbeds, tunnel, underpass or crossing;
  2. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - i. preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or designs or specifications; or
    - ii. supervision, inspection, failure to supervise or inspect or architectural, engineering or surveying services
  3. under which the **insured**, if an architect, engineer or supervisor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render professional services, including those listed in subparagraph (ii) hereinabove or any supervision, inspection failure to supervise or inspect or architectural, engineering or survey services.

28. **Insured's product** means:

- (a) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  1. the **named insured**;
  2. others trading under the **named insured's** name; or
  3. a person or organization whose business or assets the **named insured** has acquired; and

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

- (b) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Insured's product** includes:

- (c) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **named insured's products**; and
- (d) the providing of or failure to provide warnings or instructions.

**Insured's Product** does not include vending machines or other property rented to or located for the use of others but not sold.

29. **Insured's work** means:

- (a) work or operations performed by the **named insured** or on the **named insured's** behalf; and
- (b) materials, parts or equipment furnished in connection with such work or operations.

30. **Insured's work** includes:

- (c) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **insured's work**; and
- (d) the providing of or failure to provide warnings or instructions.

31. **Leased worker** means a person leased to the **named insured** by a labor leasing firm under an agreement to perform duties related to the conduct of the **named insured's** business. It does not include **temporary worker**.

32. **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.

33. **Long term care, custody or control** means the care, custody or control of a **horse** by the **insured** during a period of time which includes overnight time. **Long term care, custody or control** does not mean **Short term care, custody or control**.

34. **Loss** means **damages, claims expenses, medical expenses** and other amounts covered under this policy.

35. **Medical expenses** means expenses for first aid administered at the time of the **accident**; necessary medical, surgical, x-ray and dental services, including prosthetic devices; and necessary ambulance, hospital,

professional services and funeral services, but only if these medical expenses are incurred and reported to the insurer within one year of the date of the **accident**.

36. **Mobile equipment** means a land vehicle (including any attached machinery or apparatus) whether or not self-propelled:

- (a) bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- (b) vehicles maintained for use solely on or next to premises the **named insured** owns or rents;
- (c) vehicles that travel on crawler treads;
- (d) vehicles, whether self-propelled or not, on which are permanently mounted;
  - 1. power cranes, shovels, loaders, diggers, or drills; or
  - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- (e) vehicles not described in (a), (b), (c) or (d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - 2. cherry pickers and similar devices used to raise or lower workers;
- (f) vehicles not described in in (a), (b), (c) or (d) above maintained primarily for purposes other than the transportation of persons or cargo; provided, however, that self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
  - 1. equipment designed primarily for:
    - i. snow removal;
    - ii. road maintenance, but not construction or resurfacing;
    - iii. street cleaning;
  - 2. cherry pickers and similar devices mounted on **Automobile** or truck chassis and used to raise or lower workers;
  - 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

37. **Named insured** means the equine professional stated in the Declarations.

38. **Off-road vehicle** means a wheeled motorized vehicle not designed for use on a road or highway and capable of cross-country travel on land, sand, snow, ice, marsh, swampland or other natural terrain.

39. **Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of:

- (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;
- (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**.

Provided that the **personal and advertising injury** occurs during the **policy period**.

40. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

41. **Products-completed operations hazard:**

- (a) Includes all **bodily injury** and **property damage** occurring away from premises that the **named insured** owns or rents and arising out of the **insured's product** or **insured's work** except:
  - 1. products that are still in the **insured's** physical possession; or
  - 2. work that has not yet been completed or abandoned. However, the **insured's work** will be deemed completed at the earliest of the following times:
    - i. when all the work called for in the **named insured's** contract has been completed;
    - ii. when all of the work to be done at the job site has been completed if the **named insured's** contract calls for work at more than one job site; or
    - iii. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- (b) does not include **bodily injury** or **property damage** arising out of:
  - 1. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the **named insured**, and that condition was created by the **loading or unloading** of that vehicle by any **insured**;
  - 2. the existence of tools, uninstalled equipment or abandoned or unused materials.
  - 3. Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.



42. **Property Damage** means:

- (a) physical injury to or destruction of tangible property, including consequential loss of use thereof; or
- (b) loss of use of tangible property which has not been physically injured or destroyed.

Provided that the **property damage** occurs during the **policy period**. **Electronic data** is not tangible property.

43. **Short-term care, custody or control** means the care, custody or control of a **horse** by the **insured** during a temporary and limited period of time and which does not include overnight.

44. **Temporary Worker** means a person who is furnished to the **named insured** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

45. **Volunteer** means a person who freely offers to take part in equine activities without remuneration at a **covered activity**. Must sign a release waiver provided by the **named insured**, is not permitted to teach lessons or be viewed as the expert/representative or giving any advice to other students or volunteers, ride a **horse** in training, lead or guide a trail ride.

**MASTER POLICIES ADDITIONAL CLAUSES**

LMA5389 U.S. Terrorism Risk Insurance Act of 2002 as amended New and Renewal Business Endorsement (if TRIA coverage purchased)

LMA5390 U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause (if TRIA declined where applicable)

LMA9080E Texas Complaints Notice (in respect of Texas risks only)

LMA9144 North Carolina Disclosure Notice Clause (as applicable)

LMA5021 Applicable Law (U.S.A.)

LMA9136B California Complaints Notice

Scheduled Communicable Disease, Epidemic and Pandemic Exclusion

Policy Period Extension Endorsement

Cyber Exclusion Endorsement

LMA5096 (Combined Certificates)

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

**U.S. Terrorism Risk Insurance Act of 2002 as amended  
New & Renewal Business Endorsement**

*This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.*

In consideration of an additional premium of USD **as per Declaration** paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

LMA5389  
09 January 2020

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

**U.S. Terrorism Risk Insurance Act of 2002 as amended  
Not Purchased Clause**

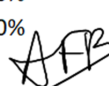
*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390  
09 January 2020

AFB  
2623 73.20%  
623 26.80%  
17 12 24 

## Texas Complaints Notice

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

#### Equisure Inc

To get information or file a complaint with your insurance company or HMO:

**Call: Diane Leshner at [303-614-6961]**

**Toll-free: [800-752-2472]**

**Email: [info@equisure-inc.com](mailto:info@equisure-inc.com)**

**Mail: 13790 E Rice Pl, Aurora CO 80015**

#### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030,  
Austin, TX 78711-2030

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

**¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

**Equisure Inc**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Diane Lesher al [303-614-6961]**

**Teléfono gratuito: [800-752-2472]**

Correo electrónico: [info@equisure-inc.com](mailto:info@equisure-inc.com)

Dirección postal: 13790 E Rice Pl, Aurora CO 80015

**El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

LMA9080E

16 June 2023

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

## NORTH CAROLINA DISCLOSURE NOTICE CLAUSE

"WARNING: THIS PROPERTY INSURANCE POLICY DOES NOT PROTECT YOU AGAINST LOSSES FROM [FLOODS], [EARTHQUAKES], [MUDSLIDES], [MUDFLOWS], [LANDSLIDES] [WINDSTORM OR HAIL]\*. YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING COVERAGE FOR THESE LOSSES. THIS IS NOT A COMPLETE LISTING OF ALL OF THE CAUSES OF LOSSES NOT COVERED UNDER YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED AND WHAT IS NOT COVERED."

20 February 2018  
LMA9144

*\* delete as applicable*

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

**APPLICABLE LAW (U.S.A.)**

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

14/09/2005  
LMA5021

Form approved by Lloyd's Market Association

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB



**CALIFORNIA COMPLAINTS NOTICE**

To request assistance or make an initial complaint, you should contact  
**Equisure Inc., 13790 E Rice Pl, Aurora CO 80015**  
**Call: Diane Leshner at [303-614-6961]**  
**Toll-free: [800-752-2472]**  
**Email: [info@equisure-inc.com](mailto:info@equisure-inc.com)**

In the alternative, you may wish to contact the Lloyd's Complaints Department at:

**Lloyd's Complaints Department**  
**c/o Lloyd's America Inc.**  
**280 Park Avenue,**  
**East Tower, 25<sup>th</sup> Floor,**  
**New York, NY 10017,**  
**USA**

**Phone: 1-844-849-7828**  
**Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)**

The California Department of Insurance should be contacted only after discussions with the insurer, its agent, or representative, have failed to produce a satisfactory resolution. You may contact the California Department of Insurance to obtain information on your rights or make a complaint at:

**Consumer Hotline**  
**1-800-927-4357 (HELP)**

**TDD Number**  
**1-800-482-4833 (TTY)**

**California Department of Insurance**  
**Consumer Services Division**  
**300 South Spring Street, South Tower**  
**Los Angeles, CA 90013**

*LMA9136B*  
*28 September 2023*

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

Effective date of this Endorsement: *Inception Date as per Declaration*

**This Endorsement is attached to and forms a part of Policy Number: *As per Declaration* referred to in this endorsement as either the “Insurer” or the “Underwriters”**

**SCHEDULED COMMUNICABLE DISEASE, EPIDEMIC AND PANDEMIC EXCLUSION**

This endorsement modifies insurance provided under the following:

***As per Declaration***

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. the following exclusion is added to Clause *As per Declaration*. **EXCLUSIONS:**

**Communicable Disease, Epidemic and Pandemic**

arising out of, based upon, in connection with, resulting from, contributed to by or attributable to, directly or indirectly, in whole or in part, any actual, alleged or suspected:

- a. **Scheduled Communicable Disease;** or
- b. **Epidemic or Pandemic.**

2. For the purposes of this endorsement the following definitions are added:

**Communicable Disease** means an illness or disease caused by the infection, presence and growth of pathogenic biologic agents in an individual human or other animal host, including but not limited to any bacteria, virus, mold, mildew, fungi, parasite or other vector and which biologic agents or its toxins are directly or indirectly transmitted to infected individuals by physical contact with an infectious person, consuming contaminated foods or beverages, contact with contaminated body fluids, contact with contaminated inanimate objects, inhalation, being bitten by an infected animal, insect or tick, or other means. **Communicable Disease** includes **Scheduled Communicable Disease**.

**Epidemic** means a widespread occurrence of a **Communicable Disease** which affects a large number of individuals constituting an increase in the number of cases of such **Communicable Disease** above what is normally expected within a population, community or region over a particular period of time.

AFB  
 2623 73.20%  
 623 26.80%  

17	12	24
----	----	----

 AFB

**Pandemic** means an **Epidemic**, which the World Health Organization has declared to be, or assessed or characterized as a pandemic in any public statement.

**Scheduled Communicable Disease** means coronavirus disease 2019 (COVID-19) or any other disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV 2) (previously known as 2019-nCoV), or any disease caused by any mutation or variation of SARS-CoV 2.

All other terms and conditions of this Policy remain unchanged.

\_\_\_\_\_  
Authorized Representative

Effective date of this Endorsement: *Inception Date as per Declaration*  
**This Endorsement is attached to and forms a part of Policy Number: As Per Declaration referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**POLICY PERIOD EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

***As per Declaration***

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Policy is amended with the addition of the following clause:

**POLICY PERIOD EXTENSION**

In the event that, during the **Policy Period**, the **Insured's** business operations are suspended as a direct result of a government directive or order requiring such suspension of operations or the **Insured's** closure in order to respond to or mitigate the spread of a **Communicable Disease, Epidemic or Pandemic**, the **Insured** shall have the right:

- a) to request that coverage under this Policy be suspended for a **Limited Suspension Period**; and
- b) to have an endorsement issued by the Underwriters providing an extended **Policy Period** for a period of time equal to the **Limited Suspension Period**.

In order to exercise its right to the extension of the **Policy Period** stated above, the **Insured** must provide written notice to the Underwriters during the **Policy Period** as soon as reasonably possible, but in no event later than thirty days after the issuance of the government directive or order requiring the **Insured's** suspension of operations or closure, of (a) the suspension of the **Insured's** business operations or closure and (b) the **Insured's** intent to suspend coverage. The extension of the **Policy Period** will not increase or reinstate any applicable limits of liability.

This Policy shall not provide any coverage for acts, errors, omissions, circumstances, operations, incidents, occurrences or events which occur during the **Limited Suspension Period**. No coverage, including any duty to defend or pay **Claims Expenses** or defense costs of any type, shall be afforded with respect to any **Claim** or loss that alleges or arises from, in whole or in part, any acts, errors, omissions, circumstances, operations, incidents, occurrences or events actually or allegedly commencing during the **Limited Suspension Period**.

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

2. For the purposes of this endorsement, the following definitions apply:

**Communicable Disease** means an illness or disease caused by the infection, presence and growth of pathogenic biologic agents in an individual human or other animal host, including but not limited to any bacteria, virus, mold, mildew, fungi, parasite or other vector and which biologic agents or its toxins are directly or indirectly transmitted to infected individuals by physical contact with an infectious person, consuming contaminated foods or beverages, contact with contaminated body fluids, contact with contaminated inanimate objects, inhalation, being bitten by an infected animal, insect or tick, or other means. **Communicable Disease** includes coronavirus disease 2019 (COVID-19) or any other disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV 2) (previously known as 2019-nCoV), or any disease caused by any mutation or variation of SARS-CoV 2.

**Epidemic** means a widespread occurrence of a **Communicable Disease** which affects a large number of individuals constituting an increase in the number of cases of such **Communicable Disease** above what is normally expected within a population, community or region over a particular period of time.

**Limited Suspension Period** means the period of coverage suspension agreed by the Underwriters by endorsement attached to this Policy but in no event exceeding sixty (60) days.

**Pandemic** means an **Epidemic** that the World Health Organization has declared to be, or assessed or characterized as, a pandemic in any public statement.

All other terms and conditions of this Policy remain unchanged.

\_\_\_\_\_  
Authorized Representative

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

### CYBER EXCLUSION ENDORSEMENT

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The coverage under this Policy does not apply to any **Loss**, damage, liability, **Claim**, **Damages**, **Claims Expenses**, cost or expense directly or indirectly caused by, resulting from, or arising out of a **Cyber Act**, **Cyber Incident** or **Data Breach**, including any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**, **Cyber Incident** or **Data Breach**.
2. For the purposes of this endorsement the following definitions are added:
  - a. **Cyber Act** means any actual or alleged unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any **Computer System** or **Data**.
  - b. **Cyber Incident** means:
    1. any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any **Computer System**;
    2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**; or
    3. any actual or alleged violation of any **Privacy Law** in relation to **Data**.
  - c. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
  - d. **Data Breach** means the actual or alleged theft, loss or unauthorised disclosure of **Data** that is in the care, custody or control of the **Insured** or a third party for whose theft, loss or unauthorised disclosure of **Data** the **Insured** is liable.
  - e. **Data** means any information, facts, concepts or code that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
  - f. **Privacy Law** means any law or regulation concerning the collection, use, safeguarding, handling, storage, retention or destruction of information.

AFB  
2623 73.20%  
623 26.80%  
17 12 24 AFB

## SEVERAL LIABILITY CLAUSE

### PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08  
LMA5096 (Combined Certificate)

Line

57.5%

beazley

AFB 2623 73.20%

UR

7T

17

12

24

AFB

2623 73.20%

623 26.80%

17

12

24

AFB

2623 73.20%

623 26.80%

17

12

24

AFB

2623 73.20%

623 26.80%

17

12

24