



## AMERICAN EQUINE INSURANCE GROUP

### *Equine Personal Liability Wording*

In consideration of the payment of the premium stated in the declarations and subject to all of the terms, conditions, exclusions, duties, and definitions of this policy, the Company agrees:

To pay on behalf of the Named Insured all sums which the Named Insured shall become legally obligated to pay to third parties as damages because of Bodily Injury or Property Damage directly caused by the Personally Owned or Leased Horse as a result of an Incident or Occurrence that occurs during the period of this policy. These payments will not exceed the limit of insurance, per occurrence or in the aggregate, as stated in the declarations.

The Company has the right and duty to defend the Named Insured against any suit or claim seeking damages for an Incident or Occurrence to which this insurance applies. The Company reserves the right to settle claims at the Company's discretion. *The right and duty to defend ends when the Company has tendered the occurrence limit of insurance in the payment of judgments or settlements.*

The Company will also pay for Reasonable Medical Expenses incurred and reported within one year from the date of an Incident or Occurrence caused by the Personally Owned or Leased Horse and resulting in Bodily Injury to third parties. The Company will make these payments regardless of fault. These payments will not exceed the limit of insurance as stated in the declarations.

Coverage is afforded only when the Personally Owned or Leased Horse is being used by the Named Insured or being used or cared for at the Named Insured's direction.

Coverage is afforded to newly acquired Personally Owned or Leased Horses. However, coverage will not extend beyond 14 days from the acquisition date, unless the Named Insured notifies the Company in writing and pays the appropriate premium, and the Company accepts the newly acquired horses and issues an endorsement evidencing coverage. This coverage does not extend past the expiration date of the policy.

#### COMMON POLICY CONDITIONS

All coverage parts included in this policy are subject to the following conditions:

- (1) No action shall lie against the Company unless as a condition precedent thereto the Named Insured shall have fully complied with all terms of this policy.
- (2) Notice to any broker or knowledge possessed by any agent, employee, or representative of the Named Insured, or by any other person, shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy.
- (3) If the Named Insured has any other valid and collectible liability coverage or benefits, the Company will pay only a pro rata share based on the ratio of the limits of this insurance to the total applicable limits of all coverage or benefits available to the Named Insured.
- (4) This policy contains all the agreements between the Company and the Named Insured concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with the consent of the Company. The terms of this policy can be amended or waived only by endorsement issued by the Company and made a part of this policy.
- (5) This insurance may be cancelled at any time upon the written request of the first Named Insured.
- (6) The Company may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (a) 10 days before the effective date of cancellation if the cancellation is for non-payment of premium; or
  - (b) 30 days before the effective date of cancellation if the cancellation is for any other reason.If notice is mailed, proof of mailing will be sufficient proof of notice. The Company will mail or deliver the notice to the first Named Insured's last mailing address known to the Company. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (7) If this policy is cancelled, the Company will send the first Named Insured any premium refund due. If the Company cancels, the refund will be pro rata. If the first Named Insured cancels, the Company will retain all premium and no refund is due. The cancellation will be effective whether or not a refund has been made or offered.
- (8) In the event of the bankruptcy or insolvency of the Named Insured, the Company shall not be relieved of any payment hereunder as would have been payable but for such bankruptcy or insolvency.
- (9) The Named Insured's rights and duties under this policy may not be transferred or assigned without the Company's written consent except in the case of death of the Named Insured. If the Named Insured dies, all rights and duties will be transferred to the legal representative but only while acting within the scope of duties as the legal representative of the Named Insured.

- (10) Coverage is provided in all parts of the world. However, the Company will only defend against, and indemnify based on, suits filed and decided on the merits in the United States of America, or in any settlement the Company agrees to.
- (11) Terms of this policy which are in conflict with the statutes of those states wherein certain provisions and coverages included under this policy are not permitted are hereby amended to cover only those provisions and coverages as apply and conform to such statutes.

#### EXCLUSIONS

No coverage applies hereunder for Bodily Injury or Property Damage:

- (1) Arising out of the commercial use of the Personally Owned or Leased Horse.
- (2) While the Personally Owned or Leased Horse is being used or prepared for use in conjunction with a carriage, buggy, or similar vehicle.
- (3) Arising out of unintended breeding.
- (4) To persons boarding or training the Personally Owned or Leased Horse.
- (5) To equine service providers hired, retained, or employed by the Named Insured including but not limited to: farriers, veterinarians, and auctioneers, or their employees.
- (6) To real property rented to, occupied by, or leased to the Named Insured.
- (7) To personal property used by, or in the care or custody of, or under the physical or contractual control of, the Named Insured.
- (8) For liability assumed through oral or written contracts or agreements entered into by the Named Insured. This exclusion does not apply to liability that the Named Insured would have in the absence of the contract or agreement.
- (9) For any obligation which the Named Insured may be held liable under any worker's compensation, employer's liability, unemployment compensation, or disability benefits law or similar law.

#### DUTIES IN THE EVENT OF A CLAIM

In case of an Incident or Occurrence, regardless of the merits of liability, the Named Insured will perform the following duties or see that these duties are performed:

- (1) Give immediate notice to the Company of:
  - (a) The identity of the policy and the Named Insured;
  - (b) Information on the time, place, and circumstances of the Incident or Occurrence; and
  - (c) Names, addresses, and contact information of any potential claimants and witnesses.
- (2) Promptly forward to the Company any document relating to the Incident or Occurrence, including but not limited to notices, demands, and summons.
- (3) Cooperate fully with the Company's investigation.
- (4) At the Company's request, help the Company:
  - (a) To make settlement;
  - (b) To enforce any right against any person or organization which may be liable to the Named Insured;
  - (c) With the conduct of suits;
  - (d) To secure and give evidence;
  - (e) By attending hearings or trials; and
  - (f) To obtain the attendance of witnesses.
- (5) Refrain from making any payment, assuming any obligation, or incurring any expense, other than for first aid, without the consent of the Company.

#### DEFINITIONS

- (1) Named Insured means the owner of the personally owned horse or lessee of the personally leased horse. If the Named Insured is an individual, the spouse and children of that individual are also insureds. If the Named Insured is a corporation, the officers, directors, and shareholders are also insureds. If the Named Insured is a partnership, partners and their spouses are also insureds.
- (2) Bodily Injury means actual physical injury, or death arising out of such physical injury, caused by the Personally Owned or Leased Horse.
- (3) Property Damage means physical damage to tangible property caused by the Personally Owned or Leased Horse.
- (4) Personally Owned or Leased Horse means any horse named in Item I of the Declarations, including subsequent endorsements, which is being used for non-commercial purposes.
- (5) Incident or Occurrence means a specific accident directly involving the Personally Owned or Leased Horse.
- (6) Reasonable Medical Expenses means necessary costs incurred for first aid, medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, and funeral services.

In witness thereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless the declaration page is signed by an authorized representative of the Company.