

Arabian Horse Association 2020

EVIDENCE OF EXCESS EQUINE LIABILITY INSURANCE EFFECTED WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON AND CERTAIN COMPANY INSURERS BY ARABIAN HORSE ASSOCIATION ON BEHALF OF THEIR MEMBERS BEING CERTIFICATE HOLDERS OF THE MASTER POLICY HOLDER.

The Arabian Horse Association (the "Master Policy Holder") has arranged a Master Policy with certain Underwriters at Lloyd's, London (not incorporated) and certain Company Insurers (the "Underwriters") covering **only the excess** equine liability of the Master Policy Holder member (the "Insured").

This Evidence of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance and is subject to all terms, conditions and exclusions of the Master Policy which has been issued to the Master Policy Holder, a copy of which is available for inspection at the offices of the Policy Administrator, Equisure, Inc., 13790 E. Rice Place, Aurora, Colorado 80015 during normal office hours.

Brief details of coverage are given
The words "you" and "your" refer to the "Insured".

Master Policy Number: B123062096A20

Named Insured the member holding a valid Arabian Horse Association competition card (the Master Policyholder) as declared monthly by the Master Policyholder in the monthly reporting form and which is on file with the Policy Administrator. Coverage shall commence at the inception date of the membership as long as:

1. the inception date of the membership falls within the policy period; and
2. the membership does not exceed 365 days.

Policy Period From: January 1, 2020
To: January 1, 2021
Both at 12:01 a.m. Local Time at the Named Insured Address

Limits of Liability USD 1,000,000.00 Each accident includes claims expenses
USD 1,000,000.00 Policy Aggregate includes claims expenses but sublimited to:

1. USD 100,000.00 Fire Legal Liability any one Fire and in the aggregate includes claims expenses.

THIS POLICY MAY BE ONE OF SEVERAL POLICIES ISSUED BY THE UNDERWRITERS TO THE INSURED. IT IS AGREED THAT ANY CLAIM WHICH COULD BE COVERED UNDER TWO OR MORE OF THESE POLICIES WILL BE SUBJECT TO A MAXIMUM AGGREGATE LIMIT OF \$2,000,000 UNDER ALL SUCH POLICIES, SUBJECT TO REMAINING LIMITS AVAILABLE UNDER SUCH POLICIES.

The Master Policy is to cover your **EXCESS EQUINE LIABILITY** in respect of all sums which you may become legally liable to pay as compensation for accidental bodily injury to any person or accidental damage to property or personal injury to any person arising out of the use and/or ownership of a horse or horse-drawn vehicle.

The use and/or ownership of a horse or horse-drawn vehicle is understood to include:

- riding a horse on the public highway or elsewhere,
- leading a horse along the public highway or elsewhere,
- grazing or stabling a horse or circumstances where the horse is not in your control.

No coverage is provided for liability arising out of your business or profession or the use of a horse-drawn vehicle for hire or the practice or preparation for or participation in racing under the rules of any legally constituted racing authority.

No coverage is provided for liability arising out of or caused by the use of a horse or horse-drawn vehicle as a primary means of transport.

The Master Policy contains the following exclusions:

- a. Expected or intended injury – not applicable if the bodily injury results from the use of reasonable force to protect persons or property.
- b. Contractual liability.
- c. Liquor liability – only applies if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.
- d. Workers compensation or similar laws.
- e. Employers' liability.
- f. Pollution
- g. Aircraft, auto or watercraft.
- h. Mobile equipment.
- i. War.
- j. Damage to property.



- k. Damage to your product.
- l. Damage to your work.
- m. Damage to impaired property or property not physically injured.
- n. Recall of Products, Work or Impaired Property. Bodily Injury arising out of personal injury.
- o. Electronic Data.
- p. Distribution of material in violation of statutes.
- q. Family or household members.
- r. Professional pursuits.
- s. Racing.
- t. Radiation.
- u. Asbestos (absolute exclusion).
- v. Material published with knowledge of its falsity.
- w. Deliberate slander or libel.
- x. Criminal Acts.
- y. Employment-Related Practices.
- z. Mold (absolute exclusion).
- aa. Abuse or Molestation.
- bb. Prior Knowledge.
- cc. Knowing violation of rights of another.
- dd. Material published prior to policy period.
- ee. Insolvency.
- ff. Quality or performance of goods – failure to conform to statements
- gg. Wrong description of prices
- hh. Intellectual property rights
- ii. Insureds in Media and Internet Type Business.
- jj. Unauthorized use of another’s name or product.
- kk. Pollution-related.
- ll. Non-equine activities.
- mm. Assault and Battery

PLEASE NOTE THIS IS NOT AN EXHAUSTIVE LIST OF THE EXCLUSIONS AND YOU SHOULD READ THE MASTER POLICY FOR FULL DETAILS.

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. You 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 you have waived your 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.

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.

There will be no coverage under the Master Policy for claims arising out of accidents, bodily injury, property damage or personal injury known to you prior to the inception date of this Master Policy.

It is your 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. You must make good or remedy any defect or danger, which becomes apparent or take such additional precautions as the circumstances may require.

NO ADMISSION OF LIABILITY, ASSUMPTION OF OBLIGATION OR PROMISE TO PAY EITHER EXPRESS OR IMPLIED MAY BE MADE EITHER VERBALLY OR IN WRITING.

**IF YOU FEEL THAT THERE IS ANY LIKELIHOOD OF A CLAIM BEING MADE AGAINST YOU, FULL DETAILS OF THE INCIDENT SHOULD BE SENT IMMEDIATELY BY LETTER (INCLUDING YOUR MEMBERSHIP NUMBER) TO THE ARABIAN HORSE ASSOCIATION IN CARE OF EQUISURE, INC., 13790 E. RICE PLACE, AURORA, CO 80015
TELEPHONE NUMBER: 1-800-752-2472
claims@equisure-inc.com**

NOTE: THE MASTER POLICY APPLIES IN EXCESS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE. UNDERWRITERS WILL HAVE THE RIGHT, BUT NOT THE DUTY, TO DEFEND ANY SUIT SEEKING DAMAGES FROM YOU.

**EQUISURE, INC.
13790 E RICE PLACE, SUITE
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AURORA, CO 80015
800-752-2472 or FAX 303-614-6967
Questions: info@equisure-inc.com**