

A STOCK COMPANY



Markel Insurance Company

Ten Parkway North
Deerfield, Illinois 60015
(800) 431-1270

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

A handwritten signature in black ink that reads "Richard R. Dimman".

Secretary

A handwritten signature in black ink that reads "Thomas J. Crowley".

President



Markel Insurance Company

COMMERCIAL LINES POLICY DECLARATIONS

8502AG060560-19

Renewal of Policy No.

Policy No. **8502AG060560 - 20**

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)*
Members of The Harness Horsemen International
319 High Street, Suite 2
Burlington City, NJ 08016

Policy Period: from 06-01-2015 until 06-01-2016, at 12:01 A.M. Standard Time
at your mailing address shown above.

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

Business Description: See MDGL1500

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$ _____
Commercial General Liability Coverage Part	\$ <u>218,496.00</u>
Commercial Crime Coverage Part	\$ _____
Commercial Inland Marine Coverage Part	\$ <u>82,604.00</u>
Boiler and Machinery Coverage Part	\$ _____
Farm Coverage Part	\$ _____
Commercial Auto Coverage Part	\$ _____
Liquor Liability Coverage Part	\$ _____
Capital Assets Program (Output Policy) Coverage Part	\$ _____
Total Advance Premium: \$ 301,100.00	Total \$ <u>301,100.00</u>

GuarAssoc-NJ \$2,709.90

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

MJIL 1000(06/10), MDO01(07/02), MDGL1500(03/14), MGL0001(03/14), MAM100(12/08), MAM101(04/01), MAM109(12/08), MD025(04/01), CG2173(01/15), CG2620(10/93)
MAM1425(08/10), MGL-TERR-2(01/15), CG2160(09/98), CG2196(03/05), MIL005(09/95), MIM1011(01/15), CM0001(09/04), MDO12(09/00), IL0953(01/15), MIM-TERR-2(01/15)
MIM115(05/10), IL1201(11/85), IL0111(11/03), IL0141(09/08), IL0208(09/07), IL0017(11/98), IL0021(09/08), IL0935(07/02), MAM120(05/02)
Definitions (06/15), MGL0001-A (06/15), MIM1011-A (06/15), MAM100-A (06/15), List of tracks/training centers (06/15)

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

06-11-2015

KPI Countersigned: Glen Allen, VA

72369 / Smith Brothers Insurance Inc
68 National Drive
Glastonbury, CT 06033

By Bruce A. Kay



MARKEL INSURANCE COMPANY
 TEN PARKWAY NORTH
 DEERFIELD, ILLINOIS 60015
**ANIMAL MORTALITY COVERAGE PART
 DECLARATIONS**

Policy No. 8502AG060560 - 20

Effective Date: 06-01-2015
 12:01 A.M., Standard Time

						MINIMUM PREMIUM	See MIL005 (09/95)
AMOUNT OF INSURANCE AND DESCRIPTION OF ANIMALS							
NUMBER	NAME	AGE	SEX	BREED USE	AMOUNT INSURED	PREMIUM	
See MAM100	Animal Mort. Cov.				See MAM100-A (06/12)		
See MAM100-A	Amendment Animal Mortality						
See MAM101	Specified Perils						
See Definitions							
Use: Race/Race Training							
TOTAL INSURED AMOUNT:						\$350,000	
PREMIUM							
Total Advance Premium:\$		0.00					
FORMS AND ENDORSEMENTS							
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:							
* * SEE POLICY DECLARATIONS PAGE * *							



Markel Insurance Company

COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

POLICY NUMBER: **8502AG060560 - 20**

RENEWAL OF NUMBER: 8502AG060560-19

Named Insured And Mailing Address (No., Street, Town or City, County, State, Zip Code)

Members of The Harness Horsemen International
319 High Street, Suite 2
Burlington City, NJ 08016

Policy Period: From 06-01-2015 To 06-01-2016, at 12:01 A.M. Standard Time at your mailing address shown above.

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

Limits Of Insurance		
General Aggregate Limit (Other Than Products-Completed Operations)	\$	<u>5,000,000</u>
Products-Completed Operations Aggregate Limit	\$	<u>1,000,000</u>
Personal And Advertising Injury Limit	\$	<u>1,000,000</u>
Each Occurrence Limit	\$	<u>1,000,000</u>
Damage To Premises Rented To You Limit	\$	<u>100,000</u> Any One Premises
Medical Expense Limit	\$	<u>5,000</u> Any One Person

Retroactive Date (CG 00 02 Only) N/A In New York
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown below.
Retroactive Date: <u>None</u>
(Enter Date Or "None" If No Retroact Date applies)

Business Description And Location Of Premises
Form Of Business: Organization
Business Description: See MDGL1500
Location Of All Premises You Own, Rent Or Occupy:
SEE ATTACHED "EXTENSION OF DECLARATIONS"

Producer Number, Name and Mailing Address
72369 / Smith Brothers Insurance Inc 68 National Drive Glastonbury, CT 06033

Classifications And Premium

Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
SEE ATTACHED "EXTENSION OF DECLARATIONS"						
GuarAssoc:NJ			\$2,709.90			
Total Advance Premium: \$					218,496.00	

Forms And Endorsements

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:
 MJIL 1000(06/10), MD001(07/02), MDGL1500(03/14), MGL0001(03/14), MAM100(12/08), MAM101(04/01), MAM109(12/08), MD025(04/01), CG2173(01/15), CG2620(10/93), MAM1425(08/10), MGL-TERR-2(01/15), CG2160(09/98), CG2198(03/05), MIL005(09/95), MIM1011(01/15), CM0001(09/04), MD012(09/00), IL0953(01/15), MIM-TERR-2(01/15), MIM115(05/10), IL1201(11/85), IL0111(11/03), IL0141(09/08), IL0208(09/07), IL0017(11/98), IL0021(09/08), IL0935(07/02), MAM120(05/02)
 Definitions (06/15), MGL0001-A (06/15), MIM1011-A (06/15), MAM100-A (06/15), List of tracks/training centers (06/15)

These Declarations, together with the Common Policy Conditions, Coverage Form(s) and any endorsements, complete the above numbered policy.

Countersigned: 06-11-2015

KPI

Glen Allen, VA

By: Bruce A. Kay

Bruce A. Kay

AUTHORIZED REPRESENTATIVE

COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Location Of Premises

Location of All Premises You Own, Rent Or Occupy:

Location #1 Any location in the coverage territory.

Classifications And Premium

Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
LOCATION #1 Clubs-Civic, Service or Social-No Buildings or Premises Owned or Leased Except for Office Purposes Not for Profit	41670	6180 - Flat	INCL.		INCL.	
Extension Of Declarations - Total Advance Premium						\$



Markel Insurance Company

ANIMAL MORTALITY COVERAGE FORM

In accordance with the terms and conditions stated below, and in consideration of full payment of premium, the Markel Insurance Company (hereafter referred to as "we" or "us") agrees with the Named Insured (hereafter referred to as "you") as follows:

PROPERTY COVERED AND AMOUNT INSURED:

Coverage is provided for all animals shown on the attached schedule, while solely and unconditionally owned by you. Coverage is provided while the animal is within the continental United States and Canada unless otherwise indicated by endorsement to this policy and approved by us. The value shown on the attached schedule is the value agreed by us to be the current market value of the animal. In the event of a loss, we will pay no more than the limit shown on the policy schedule. Each animal is separately insured under this schedule.

PERILS INSURED:

This policy covers the loss of an animal by death, except where endorsed otherwise. This policy does not cover loss due to the animal becoming unsuitable for a particular use or purpose, regardless of the cause of the unsuitability. This policy does not cover death by intentional destruction due to unsuitability.

However, loss by death does include death by intentional destruction for humane reasons to avoid or terminate incurable and excessive suffering, if such destruction is carried out in accordance with the terms and conditions of this policy.

In addition to the other terms and conditions of the policy, intentional destruction is covered (if not otherwise excluded) if:

- 1) We, in advance of the destruction, grant permission, or
- 2) A licensed veterinarian, appointed by us, certifies, in advance, that the destruction is necessary to terminate incurable and excessive suffering, or
- 3) A licensed veterinarian certifies that the suffering was incurable and so excessive that immediate destruction was needed for humane reasons without waiting for appointment of a veterinarian by us.

We reserve the right to provide, at our own expense, veterinary treatment for any sick or injured animal for which you have not provided adequate treatment and/or care. This includes moving the animal to a treatment facility or securing other veterinary attention.

EXTENSION OF COVERAGE:

We will cover all animals shown on the attached schedule for theft (taking by illegal and/or forcible entry into any enclosure where the animal is located). We will not cover loss as a result of escape or mysterious disappearance. We will not cover loss due to voluntary parting with title or possession of the animal, whether or not this is caused by fraud, trick or pretense. We will not cover any injury or damage caused by the theft of the animal, other than its death.

If a theft occurs, you must:

- 1) Immediately notify the local police, and
- 2) Immediately notify us as noted under Duties in the Event of a Loss 2.

We will not pay:

- 1) If the animal is recovered within 30 days of the date of loss, unless it is found dead, or
- 2) If we pay a loss due to theft and the animal is recovered thereafter, you must return that payment to us, unless the horse was dead when found.

We will not cover:

- 1) The death of any animal used for any purpose other than that shown on the attached schedule.
- 2) Death directly or indirectly relating to the administration of any medication including, but not limited to, any drug, hormone, vitamin, or protein, or substance other than unadulterated food or drink unless given or directed by a licensed veterinarian (or someone certified by a licensed veterinarian) and was needed due to an accident, illness, injury, disease, disability or certified by that veterinarian to have been of a preventative nature.
- 3) Death as a result of castration or spaying, unless we have granted permission for that operation prior to the surgery being performed. An additional premium may apply. We reserve the right to revise coverage under this policy within 30 days after the surgery.
- 4) Death resulting from any surgical procedure unless conducted by a licensed veterinarian and certified by the veterinarian to have been necessitated by an accident, illness, injury, disease, or disability and not normally associated with the maintenance of an animal. This condition applies unless we have given prior consent for the surgical procedure, in which case, an additional premium may apply.
- 5) Death resulting directly or indirectly from failure to provide proper care and attention or from malicious or willful injury for which you or any of your employees or representatives is responsible.
- 6) The destruction of any animal which merely has contracted or been exposed to any contagious or communicable disease, even if ordered by a Governmental Agency, Humane Society, you, or anyone having care, custody or control of the animal(s).
- 7) Confiscation, nationalization, requisition, or destruction by or under the order of any government, public or local authority, or any person or body having jurisdiction in the matter.
- 8) Any animal which has been "**nerved**" at, above, or below the fetlock, unless specifically endorsed as covered. "**Nerved**" means part or all of the nerve has been removed or excised.
- 9) Loss resulting from:
 - a) Hostile or warlike action, in time of peace or war, including action in hindering, combating or defending against an actual, impending, or expected attack,
 1. by any government or sovereign power de jure or defacto, or by any authority maintaining or using military, naval or air forces, or
 2. military, naval or air forces, or
 3. by an agent of any such government, power, authority or forces.
 - b) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war,
 - c) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence,
 - d) Seizure or destruction under quarantine of Customs regulations, confiscation by order of any government or public authority or risks of contraband or illegal transportation or trade.
- 10) Loss by nuclear reaction or nuclear radiation or radioactive contamination, whether controlled or uncontrolled, and whether arising directly or indirectly out of any of the perils covered under this policy.

No coverage shall be provided unless the following warranties are met:

- 1) At the inception of the policy, all animals must be sound, healthy and have no known accident, illness, injury disease or disability unless the policy is otherwise endorsed.
- 2) At the inception of the policy, you must be the sole owner of each animal insured, unless the policy is otherwise endorsed. Coverage ceases when you sell the animal, or any percentage of the animal, unless the policy is otherwise endorsed.

DUTIES IN THE EVENT OF A LOSS

1. NOTICE OF SICKNESS OR INJURY:

In the event of ANY accident, injury, illness, disease, disability or abnormal condition of an insured animal you shall, immediately, and at your own expense, employ a qualified veterinarian to give proper care and to use every possible means to save the life of the animal. You or your representative SHALL GIVE IMMEDIATE NOTICE to us by telephone or facsimile transmission. We may instruct a veterinarian to examine the animal if we deem it necessary. Any failure by you to give proper care and treatment by a veterinarian or give us proper notice shall render the claim null and void AND release us from all liability in connection with this claim, whether you have personal knowledge of such events or such knowledge is confined to your representatives or anyone who has Care, Custody and Control of the animal. Compliance with this notice provision shall be a condition precedent to recovery on this policy, whether or not the failure to give notice does or does not result in actual prejudice to us. Upon prior notification, permission may be granted for elective surgeries.

In the event of the animal's death, you must, immediately, at your own expense, order a postmortem examination by a licensed veterinarian.

2. NOTICE OF LOSS:

In the event of death or theft of any animal named on the attached schedule, you shall give immediate notice by telephone or facsimile transmission to us or our representatives and shall also file with us or our representatives within sixty (60) days from the date of loss a detailed sworn proof of loss. You shall not dispose of the carcass without obtaining prior consent from us or having an inspection and examination by a qualified veterinarian who shall issue to us, at your expense, a certificate of death which certifies the results of the examination, including a postmortem examination report. Failure by you to report any loss, obtain a postmortem examination and to file the proof of loss shall invalidate any claim under this Policy for such loss.

3. EXAMINATION UNDER OATH:

You shall submit to examinations under oath by any persons named by us, relative to any and all matters in connection with a claim and to subscribe the same. You shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies if the originals are lost, at a reasonable time and place as designated by us or our representatives and shall permit extracts and copies to be made. Failure by you to comply with the conditions of this section will void all claims for the loss or losses in connection with which such examination is required.

4. SALVAGE CLAUSE:

You have the duty, after receiving permission from us, to dispose of the remains of the animal at your own expense. We are entitled to receive any money recoverable by you in excess of the removal or disposal fees if the remains are sold.

5. COOPERATION CLAUSE:

You must cooperate with us in the investigation or settlement of any claim.

GENERAL CONDITIONS

1. NINETY DAY EXTENSION CLAUSE:

Provided this is an annual policy, we agree to extend our liability on the animal(s) described in the schedule, otherwise subject to the policy terms and conditions, to cover death occurring within ninety (90) days after the policy expiration as a result of any accident, illness, injury, disease or disability occurring during the period of this policy.

It shall be a prior requirement to this extended liability that during the Policy period, you have complied with Duties In The Event Of A Loss 1.

2. AUTOMATIC COVERAGE EXTENSION:

We will cover any animal you acquire through claiming races or any animal between the age of 91 days and 15 years acquired at public sales. We will pay the amount you paid for the animal but not more than \$100,000. This extension of coverage shall apply only if within five days you report the acquisition to us and if you pay the additional premium we charge for the animal(s).

3. AIR TRANSIT CLAUSE/BERSERK EXTENSION:

This insurance includes air transits within the continental United States of America and/or Canada and the coverage is extended to cover you if your animal has to be destroyed by or on the order of the captain of the aircraft or other responsible authority if while on board the aircraft the animal becomes so uncontrollable as to be a danger to the safety of the aircraft, crew, passengers or other cargo. Confirmation by the captain's sworn statement of the above is required.

4. MISREPRESENTATION AND FRAUD:

This policy may be voided if you have concealed or misrepresented any material fact or circumstance concerning this insurance or the animal(s) covered; or in case of fraud, attempted fraud or false swearing by you touching any matter relating to this insurance or the animal(s) covered.

5. SUIT AGAINST US:

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the same is commenced within twelve (12) months after discovery by you of the occurrence which gives rise to the claim; provided, however, that if by the laws of the state where this Policy is issued such limitation is invalid, then any claims shall be void unless such action, suit or proceeding is commenced within the shortest time limit permitted by the laws of that state.

6. BAILEE CLAUSE:

No person or organization, other than you, having custody of the covered property will benefit from this insurance.

7. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY:

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

8. OTHER INSURANCE OR BENEFITS:

Coverage will cease for any covered animal under this policy as of the effective date of other insurance or benefits whether or not such insurance or benefits is valid and/or collectible, unless:

- a. WE give OUR consent; and
- b. such consent is endorsed and indicated on this policy.

9. SUBROGATION CLAUSE:

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery for such loss to the extent of such payment against any person or organization. We shall be entitled at our expense to sue in your name and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing after the loss to prejudice such rights.

10. CANCELLATION:

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We 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 we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Return of Premium: Regardless of who cancels the policy, if you are entitled to receive a return premium, it will be calculated on a pro-rata basis. The earned premium shall not be less than the minimum premium specified in the policy.

11. FULL PREMIUM IF LOSS CLAUSE:

In the event of a covered loss you agree to pay the difference between the premium paid and the full annual premium (calculated at the rate and value on the policy) for the animal(s) on which the claim is paid.

12. CHANGES:

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

13. INSPECTIONS AND SURVEYS:

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE ABOVE TERMS AND CONDITIONS WHICH ARE HEREBY SPECIFICALLY REFERRED TO AND MADE A PART OF THIS POLICY, TOGETHER WITH SUCH OTHER PROVISIONS, AGREEMENTS OR CONDITIONS AS MAY BE ENDORSED OR ADDED, AND NONE OF OUR OFFICERS OR OTHER REPRESENTATIVES SHALL HAVE THE POWER TO CHANGE OR BE DEEMED TO HAVE WAIVED ANY PROVISIONS OR CONDITIONS OF THIS POLICY UNLESS ATTACHED IN WRITING, NOR SHALL ANY PROVISION AFFECTING THE INSURANCE UNDER THIS POLICY EXIST OR BE CLAIMED BY YOU UNLESS SO WRITTEN OR ATTACHED.

All other terms and conditions remain the same.



Markel Insurance Company

GENERAL LIABILITY COVERAGE FORM - HORSE LIABILITY

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

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

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

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

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" caused solely by a horse that has been specifically scheduled on this policy and is owned by you. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" resulting from any cause other than from your horse. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

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

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverage A.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused solely by a horse that has been specifically scheduled on this policy and is owned by you;
- (2) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (3) The "bodily injury" or "property damage" occurs during the policy period; and
- (4) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

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

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, 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.

b. Athletic Or Sports Participants

"Bodily injury" to any person, including but not limited to jockeys, exercise riders and clowns, while riding or driving a horse for the purpose of warm up or exercise, practicing for, instructing or participating in any of the following operations, including any similar operations:

- (1) Rodeo events, including but not limited to: calf roping, team roping, bull riding, steer wrestling, bare-back and saddle bronco riding, bull fighting or calf scrambling;
- (2) Racing, including but not limited to harness, steeple chase or flat racing;
- (3) Vaulting, including but not limited to gymnastics on horseback;
- (4) Hunts, other than members of the Masters of the Foxhounds;
- (5) Jousting, including but not limited to medieval games; and
- (6) Polo matches and practices.

c. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' 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:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

d. Cross Liability

Any claim or "suit" alleging "bodily injury" or "property damage" brought by any insured or additional insured against any other insured or additional insured.

e. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of the insured;

Paragraphs (2) and (3) of this exclusion do not apply to liability assumed under a sidetrack agreement.

f. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

g. Expected Or Intended Injury

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

h. Livery Stable Operations

This policy affords no coverage for any claim or "suit" arising directly or indirectly out of "livery stable" operations, including, but not limited to, rental of saddle animals, hay rides, carriage rides, sleigh rides, trail rides or pack trips.

i. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. However, this paragraph does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

j. Premises And Operations

Any claim or "suit" arising out of the ownership, use or maintenance of any premises, or from any operations of the insured other than claims arising out of "bodily injury" or "property damage" caused solely by a horse that has been specifically scheduled on this policy and is owned by you.

k. Punitive Damages

Any punitive or exemplary damages, or non-compensatory fines, penalties or sanctions imposed by law, including defense costs related to any of the above.

I. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

m. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

c. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SUPPLEMENTARY PAYMENTS - COVERAGE A

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
- (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

COVERAGE B - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" resulting from an accident caused solely by a horse that has been specifically scheduled on this policy and is owned by you, provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians, of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral expenses.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured except "volunteer workers",

b. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

c. Coverage A Exclusions

Excluded under Coverage **A.**

d. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

e. Other Causes Of Injury

Not caused solely by a horse that has been specifically scheduled on this policy and is owned by you.

f. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the ownership of a horse that has been specifically scheduled on this policy of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to your ownership of a horse that has been specifically scheduled on this policy.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to your ownership of a horse that has been specifically scheduled on this policy. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured, but only with respect to your ownership of a horse that has been specifically scheduled on this policy. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the ownership of your horse that has been specifically scheduled on this policy. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture) to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the ownership of your horse that has been specifically scheduled on this policy, or to your other "volunteer workers" while performing duties related to the ownership of your horse that has been specifically scheduled on this policy;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (1)(b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers" any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person or organization having proper temporary custody of your horse if you die, but only:
 - (1) With respect to liability arising out of the care, custody and control of that horse; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate limit is the most we will pay for the sum of damages under Coverage **A** and medical expenses under Coverage **B** occurring during any one policy period.
3. Subject to 2. above, the Each Occurrence limit is the most we will pay for the sum of damages under Coverage **A** and medical expenses under Coverage **B** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

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

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

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

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

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Newly Acquired Horses

- a. We will cover additional horses you acquire during the policy period for up to 15 days from acquisition as long as all horses owned by you are currently insured under this policy.
- b. You must report such newly acquired horses within 15 days from the date acquired and pay any additional premium due. If you do not report any newly acquired horses, coverage will end 15 days after the date the horse is acquired.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage **A** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

- (1) This insurance is excess over any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible amounts and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

8. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V - DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if injury or damage arises out of the activities of an owned horse who is permanently stabled in the territory described in Paragraph a. above, but is away for a short time; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
5. "Insured contract" means:
 - a. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - b. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 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:
 - (a) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the ownership of your horse. "Leased worker" does not include a "temporary worker".
 7. "Livery stable" means a place where horses and/or vehicles are kept for hire.
 8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
 9. "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.

10. "Property damage" means:

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

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

As used in this definition, 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.

11. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:

2. Exclusions

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- (a) Computer hardware, including micro-processors;
- (b) Computer application software;
- (c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or companies; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement.

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust"
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust"
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust" by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Personal and advertising injury" arising directly or indirectly out of 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. Any statute, ordinance or regulation, other than the TCPA or CAN-Spam Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES - LOSS INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ("OCCURRENCE" VERSION)

The following Condition is added TO COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. Your Right to Loss Information

We will provide the first Named Insured shown in the Declarations the following loss information relating to this and any preceding general liability Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence" of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition in this Section. We will include a brief description of the "occurrence" and information on whether any claim arising out of the "occurrence" is open or closed.
- b. A summary by policy year, of payments made and amounts reserved, stated separately under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first Named Insured during the policy period. We will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED PERILS ENDORSEMENT

This endorsement modifies insurance provided under the following:

ANIMAL MORTALITY COVERAGE FORM

THIS ENDORSEMENT LIMITS YOUR POLICY AS NOTED BELOW. NO LOSS WILL BE COVERED IF YOUR ANIMAL(S) DIES OR IS DESTROYED FROM ANY CAUSE OTHER THAN THE FOLLOWING CAUSES OF LOSS:

It is understood and agreed that the animal(s) shown on the declaration is/are covered for death or destruction caused by or made necessary from:

- a) Fire and Lightning;
- b) Collision, derailment or overturn of conveyances while in transit by railroad and/or motor vehicles (but the coming together of railroad cars during coupling operations shall not be deemed a collision within the meaning of this policy);
- c) Stranding, sinking, burning or collision of ferries including general average and/or salvage charges incurred in connection therewith;
- d) Collision of the vehicle in which the animal(s) is/are being conveyed or collision of the animal(s) with vehicles other than those owned or operated by you, your employees or agents;
- e) Collapse of bridges or culverts;
- f) Earthquake and/or flood, volcanic action, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, aircraft and objects falling therefrom, smoke;
- g) Theft, meaning a taking by illegal and forcible entry into an enclosure where the insured animal is located. This policy does not cover loss resulting from escape, mysterious disappearance or voluntary parting with title or possession of an insured animal by you or by others to whom the animal(s) have been entrusted, whether or not such parting is induced by fraud, trick or pretense; nor does this policy cover any injury or damage caused by theft of an insured animal, other than its death;
- h) Loading or unloading from an aircraft licensed for passenger and/or cargo carrying or while being transported between the places of departure and destination or while on board said aircraft.

IT IS UNDERSTOOD AND AGREED THAT:

- i) The animal(s) is/are covered against the risk of jettison, theft, maintenance due to an accident or mishap, forced landing or mechanical breakdown of the aircraft carrying said animal(s).
 - ii) The said animal(s) shall not be loaded on any aircraft with any other animal to which they may have a natural antipathy;
 - iii) That the said animal(s) may be exercised only under control at any port of call.
- i) Accidental Shooting;
but we will not pay for loss if horse is shot by:
- a) you; or
 - b) any other insured;or
 - c) your employees;or
 - d) other persons residing on the insured location.
- j) Drowning from external causes;
- k) Electrocution;
- l) Attack by dogs or wild animals;
but we will not pay for loss caused by dogs or wild animals owned by you, your employees, or other persons residing on the insured location;
- m) Loading/Unloading accidents, meaning sudden, unforeseen and unintended events causing or necessitating death of covered animal(s) and occurring while they are being unloaded from or loaded onto vehicles used or to be used to transport them;
- n) Collapse;
We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building caused only by one or more of the following:
1. Fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, sinkhole collapse, volcanic action, breakage of building glass, falling objects, weight of snow, ice, or sleet, water damage, all only as insured against in this coverage form;
 2. Hidden decay;
 3. Hidden insect or vermin damage;
 4. Weight of people or personal property;
 5. Weight of rain that collects on a roof;
 6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- Collapse does not include settling, cracking, shrinkage, bulging or expansion.

THIS POLICY DOES NOT INSURE AGAINST (IN ADDITION TO THE GENERAL EXCLUSIONS):

- a) Loss caused by or resulting from illness or disease;
- b) Loss or damage caused by infidelity of your employees or persons to whom the animal(s) is/are entrusted (carriers for hire excepted);
- c) Willful misconduct or negligence of you, your servants or agents;
- d) You, your servants or agents having caused or allowed anything to be done whereby the risks insured against are or may be increased;
- e) Any breach of law by you;
- f) The omission or failure of you, your servants or agents to comply with any order or instructions of the pilot or other persons in supreme authority and control over the aircraft;
- g) Prohibition of Import or Export or failure to pass tests.

NOTHING HEREIN CONTAINED SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

All other terms and conditions remain the same.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VALUATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

ANIMAL MORTALITY COVERAGE FORM

Your policy is an Agreed Value policy and the value shown on the attached schedule is the value agreed by us to be the current market value of the animal. However, if at any time during the policy period the horse is:

- a) entered or raced in any claiming race where the claiming price for your proportionate interest in the horse is less than the amount of insurance shown on the attached schedule, then the amount of insurance will automatically be reduced to the lowest amount for which your proportionate interest in the horse could have been claimed or sold in such race; or
- b) entered into a public auction but not sold and the amount of insurance shown on the attached schedule exceeds the highest amount bid for your proportionate interest in the horse, then the amount of insurance will automatically be reduced on the eighth (8th) day after such public auction to the highest amount bid for you proportionate interest in the horse, unless you:
 - i) notify us within seven (7) days after such public auction; and
 - ii) substantiate any amount of insurance shown on the attached schedule which exceeds the highest amount bid for your proportionate interest in the horse; or
- c) appraised and the appraisal value for your proportionate interest in the horse is less than the amount of insurance shown on the attached schedule, then the amount of insurance will automatically be reduced to the lowest amount at which your proportionate interest in the horse was appraised.

A prorated premium will be allowed if the amount of insurance is reduced for any of the above reasons.

All other terms and conditions remain the same.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ANIMAL MORTALITY COVERAGE FORM
HORSE SPECIFIED PERILS COVERAGE FORM

A. General Conditions - CANCELLATION - is amended by the following:

Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

1. Cancellation of Policies In Effect For Less Than 60 Days

- a.** We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'"; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

(b) In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

2. Cancellation of Policies In Effect 60 Days Or More

- a.** If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);

(3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

- (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
- (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
- (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
- (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
- (8) Loss of or reduction in available insurance capacity;
- (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
- (10) Loss of or substantial changes in applicable reinsurance;
- (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
- (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;
- (13) Agency termination, provided:
 - (a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or
 - (b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.
- (14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

If we cancel this policy based on the above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

Notice will be sent to the last mailing address known to us by:

- (1) Certified mail; or
- (2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

We need not send notice of cancellation if you have:

- (1) Replaced coverage elsewhere; or
- (2) Specifically requested termination.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- 1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
 - a. Certified mail; or
 - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
3. We need not mail or deliver this notice if you have:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.

All other terms and conditions remain the same.



Markel Insurance Company

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

CONFIRMATION OF EXCLUSION OF CERTIFIED ACTS OF TERRORISM COVERAGE - TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	\$ 9,090.00
Federal Share Of Terrorism Losses:	85% In 2015
	84% In 2016
	83% In 2017
	82% In 2018
	81% In 2019
	80% In 2020

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer. At that time we advised you that the premium for such terrorism coverage would be the amount shown in the Schedule of this notice.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If you have not indicated to us or your agent that certified acts of terrorism coverage is desired, a certified act of terrorism exclusion will be attached to your policy and we will not charge your policy for terrorism coverage.

If you desire to purchase terrorism coverage, please contact us or your agent.

MARKEL INSURANCE COMPANY

ATTACHED TO AND FORMING PART OF
POLICY NUMBER: 8502AG060560 - 20

FARM PROPERTY
COMMERCIAL GENERAL LIABILITY
CARE, CUSTODY & CONTROL
INLAND MARINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

FARM PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CARE, CUSTODY, & CONTROL COVERAGE PART
INLAND MARINE COVERAGE PART

It is hereby understood and agreed that if this policy is canceled, the base premium of \$ 100,000.00 is fully earned.

All other terms and conditions remain the same .



Markel Insurance Company

COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS

Policy No. 8502AG060560 - 20

Effective Date: 06-01-2015 ,
12:01 A.M. Standard Time

BUSINESS DESCRIPTION		
See MDGL1500		
INLAND MARINE SCHEDULE		
<u>ITEM</u>	<u>COVERAGE</u>	<u>PREMIUM</u>
See MIM1011	Member Owned Horse Equipment Coverage Form	\$82,604
See MAM100-A	Amendment Animal Mortality	
TOTAL PREMIUM FOR INLAND MARINE COVERAGE PART: \$		82,604.00
FORMS AND ENDORSEMENTS		
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue :		
MJIL 1000(06/10), MD001(07/02), MIL005(09/95), MIM1011(01/15), CM0001(09/04), MD012(09/00), IL0953(01/15), MIM-TERR-2(01/15), MIM115(05/10), IL1201(11/85), IL0111(11/03), IL0208(09/07), IL0017(11/98), IL0935(07/02)		



Markel Insurance Company

OWNED HORSE EQUIPMENT COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this coverage.

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

SCHEDULE

Unscheduled Horse Equipment

Each Occurrence \$
Each Item \$

Scheduled Horse Equipment

Description	Value
1. See MIM1011-A(06/15/)	\$
2.	\$
3.	\$
4.	\$
5.	\$

Deductible:

Each Occurrence \$

Schedule attached

A. Coverage

We will pay for direct physical loss or damage to your Covered Property from any Covered Causes of Loss.

B. Covered Property

Covered Property means any horse equipment owned by you used to ride a horse. This includes but is not limited to saddles, bits, caparison, cinches or girths, hames, harnesses, headgear, martingales, horse blankets, saddle blankets, saddlecloths and yokes.

C. Covered Causes Of Loss

1. Covered Causes of Loss means the following:
 - a. Fire;
 - b. Lightning;
 - c. Explosion;
 - d. Windstorm or Hail;
 - e. Smoke; and
 - f. Theft.