

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUINE THIRD PARTY LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

EQUINE MORTALITY POLICY

A. COVERAGE

In consideration of the additional premium paid for each "horse" insured for this coverage and shown in the Schedule or subsequent endorsements, we agree with you as follows:

In the event you become legally obligated to pay monetary damages to a third party because of "bodily injury" or "property damage" resulting from an "occurrence" directly caused by the "horse" that occurs during the "coverage period", we will pay the monetary damages on your behalf. We have the right and duty to defend you against any suit or claim seeking damages for an "occurrence" to which this coverage applies. We reserve the right to settle claims at our discretion. The right and duty to defend ends when we have paid or tendered the limit of insurance in the payment of judgments or settlements, including costs of investigation and defense.

Our limit of insurance, listed in the Schedule, is the maximum payment we will make under this coverage. Payment for costs of investigation and defense fees reduces the amount available for monetary damages.

B. ADDITIONAL CONDITIONS

1. DUTIES IN THE EVENT OF A CLAIM

In the event of an "occurrence", regardless of the merits of liability, you must do each of the following or have each of the following done by another on your behalf:

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

2. OTHER CONDITIONS

The territorial limits of this coverage are extended only to claims for "bodily injury" or "property damage" that occur within the contiguous United States.

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In the event that mortality coverage on any "horse" to which this endorsement applies expires or is cancelled or deleted, this coverage will automatically terminate unless the mortality coverage for that "horse" is reinstated or restored.

In the event of a claim paid under this endorsement, the premium in respect of the "horse" is fully earned and retained.

C. ADDITIONAL EXCLUSIONS

This insurance does not apply to punitive damages, exemplary damages, fines, penalties, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages.

No coverage applies hereunder for "bodily injury" or "property damage":

1. For an "occurrence" that takes place prior to the "coverage period".
2. Arising out of the commercial use of the "horse".
3. While the "horse" is being used or prepared for use in conjunction with a carriage, buggy, or similar vehicle.
4. Arising out of unintended breeding.
5. To persons boarding or training the "horse", or to property belonging to such persons.
6. To equine service providers you hire, retain, or employ, including but not limited to: farriers, veterinarians, and auctioneers, or their employees.
7. To real property you rent, occupy, or lease.
8. To personal property used by you, or in your care or custody, or under your physical or contractual control.
9. For liability assumed through oral or written contracts or agreements you enter into. This exclusion does not apply to liability that you would have in the absence of the contract or agreement.
10. For any obligation which you may be held liable under any worker's compensation, employer's liability, unemployment compensation, or disability benefits law or similar law.
11. For "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.
12. For any loss, cost or expense arising out of any:
 - a. Request, demand or order that you 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 lawsuit 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".

D. ADDITIONAL DEFINITIONS

1. "Bodily injury" means actual physical injury, or death arising out of such physical injury, caused by the "horse".
2. "Occurrence" means a specific accident directly involving the horse to which this coverage applies.
3. "Property damage" means physical damage to tangible property caused by the "horse".
4. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.