

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUINE PROFESSIONAL SERVICES LIABILITY ENDORSEMENT

**PAYMENT OF DEFENSE EXPENSES UNDER THIS COVERAGE ENDORSEMENT
WILL REDUCE THE APPLICABLE AGGREGATE LIMIT OF INSURANCE**

This endorsement modifies insurance provided under the following:

FARM LIABILITY COVERAGE FORM

SCHEDULE

Equine Professional Services "Wrongful Acts"	Aggregate Limit of Insurance
Other Than "Equine Sale"	\$ 1,000,000
"Equine Sale"	\$

PREMIUM \$ 250.00

SECTION I - COVERAGES is amended to include:

COVERAGE N. EQUINE PROFESSIONAL SERVICES LIABILITY

1. Insuring Agreement

If an Aggregate Limit of Insurance for the applicable Equine Professional Services "Wrongful Acts" is shown in the Schedule above or in the Declarations, then we will pay those sums that the "Insured" becomes legally obligated to pay as damages for "Equine Loss" because of any such "Wrongful Acts" committed by an "Insured" during the policy period in the rendering of or failure to render "Equine Professional Services." 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 any "Equine Loss" to which this insurance does not apply. We may, at our discretion, investigate and settle any claim or "suit" that may result. But:

- a. The amount we will pay for damages and "Defense Expenses" for any "Wrongful Acts" is included in the applicable Aggregate Limit of Insurance shown in the Schedule above or in the Declarations.
- b. Our right and duty to defend ends when we have used up the applicable Aggregate Limit of Insurance in the payment of judgments, settlements or "Defense Expenses" under this **EQUINE PROFESSIONAL SERVICES LIABILITY ENDORSEMENT**.

2. Exclusions

- a. All exclusions applicable to **COVERAGE H.** and **COVERAGE I.** of the **FARM LIABILITY COVERAGE FORM** apply to **COVERAGE N.** unless otherwise stated below:
 - (1) Exclusion **2.I.(5)** "property damage" to personal property in the care, custody or control of the "Insured" is deleted for **COVERAGE N.**; and
 - (2) Exclusion **x. Professional Services** is deleted for **COVERAGE N.**

b. In addition, the following exclusions apply to **COVERAGE N.**

This **EQUINE PROFESSIONAL SERVICES LIABILITY ENDORSEMENT** does not apply to any "Equine Loss" based on or arising out of:

- (1) Any treatment or surgical procedure performed by a veterinarian;
- (2) Farrier operations;
- (3) Relief or redress other than monetary damages;
- (4) Any dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission by an "Insured";
- (5) Any willful violation of any statute, ordinance or law;
- (6) Any violation of the rules of any equine governing body; or
- (7) Any "Equine Sale" to any:
 - (a) "Insured";
 - (b) "Family member" of any "Insured";
 - (c) Entity in which any "Insured" has a financial interest;
 - (d) Entity which has a financial interest in the Named Insured; or
 - (e) Entity which is under the same financial control as the Named Insured, provided that such financial interest or control existed at the time of "Equine Sale."

3. Aggregate Limit of Insurance For COVERAGE N. EQUINE PROFESSIONAL SERVICES LIABILITY

For the purposes of this endorsement only, **SECTION III - LIMITS OF INSURANCE** in the **FARM LIABILITY COVERAGE FORM** is deleted and replaced by the following:

a. Other Than "Equine Sale"

Our total liability for **COVERAGE N. EQUINE PROFESSIONAL SERVICES LIABILITY** for any "Wrongful Acts" for Other Than "Equine Sale" is the Aggregate Limit of Insurance for Other Than "Equine Sale" shown in the Schedule above, or in the Declarations. This Coverage only applies if an Aggregate Limit of Insurance for Other Than "Equine Sale" is shown in either the Schedule above or in the Declarations.

b. "Equine Sale"

Our total liability for **COVERAGE N. EQUINE PROFESSIONAL SERVICES LIABILITY** for any "Wrongful Acts" for "Equine Sale" is the Aggregate Limit of Insurance for "Equine Sale" shown in the Schedule above, or in the Declarations. This Coverage only applies if an Aggregate Limit of Insurance for "Equine Sale" is shown in either the Schedule above or in the Declarations.

c. The applicable Aggregate Limit of Insurance is the most we will pay during the policy period for damages and "Defense Expenses" under this policy regardless of the number of:

- (1) "Wrongful Acts";
- (2) "Insureds";

- (3) Claims made or "suits" brought; or
- (4) Persons or organizations making claims or bringing "suits."

d. The limits of coverage 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.

4. Coordination of Limits

For the purposes of this endorsement only, **SECTION IV - FARM LIABILITY COVERAGE CONDITIONS**, Loss Condition **6. Other Insurance** in the **FARM LIABILITY COVERAGE FORM** is amended by the addition of the following Coordination of Limits provision:

- a. This provision applies to this **EQUINE PROFESSIONAL SERVICES LIABILITY ENDORSEMENT** and the **FARM LIABILITY COVERAGE FORM** that it modifies.
- b. If we have both:
 - (1) Either a duty to defend or a duty to indemnify any one or more "Insureds" under this **EQUINE PROFESSIONAL SERVICES LIABILITY ENDORSEMENT** with respect to all or any part of a claim or "suit"; and
 - (2) Either a duty to defend or a duty to indemnify any one or more "Insureds" under the **FARM LIABILITY COVERAGE FORM**;

Then with respect to all or any part of the same claim or "suit":

- (1) The applicable Aggregate Limit of Insurance of this **EQUINE PROFESSIONAL SERVICES LIABILITY ENDORSEMENT** is the only Limit of Insurance that applies to the entire claim, or "suit";
- (2) No part of the Limits of Insurance of the **FARM LIABILITY COVERAGE FORM** applies to any part of that claim or "suit"; and
- (3) Our total potential liability for that entire claim or "suit" will not exceed the applicable Aggregate Limit of Insurance of this **EQUINE PROFESSIONAL SERVICES LIABILITY ENDORSEMENT**.

- c. The foregoing applies regardless:
 - (1) Whether we learn that insurance under this **EQUINE PROFESSIONAL SERVICES LIABILITY ENDORSEMENT** and insurance under the **FARM LIABILITY COVERAGE FORM** apply to the same claim or "suit":
 - (a) when we receive initial notice of the claim or "suit"; or
 - (b) from the initial pleadings in a "suit" or an amended pleading during discovery, at trial, during an appeal, or at any other time.
 - (2) The number or kinds of:
 - (a) theories of recovery asserted in the claim, or pleaded or asserted in the "suit"; or
 - (b) the number or kinds of counts, causes of action, or prayers for relief pleaded or asserted in the "suit."

5. Definitions

For the purposes of this endorsement only, **SECTION VI - DEFINITIONS** in the **FARM LIABILITY COVERAGE FORM** is amended to include the following definitions:

"Defense Expenses" means the reasonable and necessary fees (attorneys' and experts' fees) and expenses incurred in the defense or appeal of a claim or "suit," including the cost of appeal, attachment or similar bonds (without any obligation on our part to obtain such bonds) but excluding wages, salaries, benefits or expenses of your employees.

"Equine Loss" means economic loss sustained by someone other than an "Insured." "Equine Loss" does not include "bodily injury." All "Equine Loss" damages arising out of an "Equine Sale" will be deemed to occur at the time of the "Equine Sale."

"Equine Professional Services" means any of the following services, performed for a fee by you or another person for whom you are legally liable:

- a. Conducting an "Equine Sale," but only if an Aggregate Limit of Insurance for "Equine Sale" is shown in the above Schedule or in the Declarations;
- b. Serving at equine events as a judge, show official, show manager, steward, or technical delegate;
- c. Serving as a keynote speaker or motivational speaker;
- d. Constructing or designing equine courses;
- e. Riding, training, grooming, or driving equine;
- f. Conducting instructional clinics on equine topics;
- g. Conducting personal growth, confidence building, self-development or creativity workshops, retreats, or personal instruction using equine; or
- h. Conducting a certification program to train others to perform the services described in g. above.

"Equine Sale" means the leasing, selling or purchasing of equine, through public auction or private treaty, including your role as owner, broker or negotiator in the sale or purchase.

"Family Member" means spouse, ex-spouse, child, stepchild, sibling, parent, grandparent, aunt, uncle, niece, nephew or cousin.

"Wrongful Acts" means any actual or alleged error, misstatement, misleading statement, act or omission in the rendering of or the failure to render "Equine Professional Services."

All other policy terms and conditions remain unchanged.