

**AGREEMENT**

If the Declaration Page indicates an amount of Insurance for Care, Custody & Control Form , we provide the insurance described in return for payment of premium and subject to the terms and conditions set out.

**ADDITIONAL DEFINITIONS**

The term "insured" when it appears in this policy, shall mean the named insured and any employee of the insured while acting within the scope of his/her duties. "We", "you", and "your" have the same meaning as elsewhere in this Policy.

**COVERAGE LEGAL LIABILITY FOR HORSES IN THE CARE, CUSTODY AND CONTROL OF THE NAMED INSURED:**

We agree to pay on your behalf all sums which you shall become legally obligated to pay arising out of your legal liability for physical loss, or injury or damage causing death, or making destruction necessary during the period of this insurance to horses in your care, custody and control.

**LIMIT OF LIABILITY**

The limits of Liability under this policy, exclusive of all costs, shall in no event exceed the amounts of insurance shown on the Policy Declarations Page with respect to any one horse and with respect to any one loss at any one time involving more than one horse.

**DEFENCE, SETTLEMENT, SUPPLEMENTARY PAYMENTS:**

Under Legal Liability, we will defend you against any suit that makes claims against you for which you are insured under this Liability coverage and which alleges property damage and seeks compensatory damages, even if it is groundless, false or fraudulent. We reserve the right to investigate, negotiate, and settle any claim or suit if we decide this is appropriate.

Subject to the Legal Liability limit of insurance of the Declarations Page, we will pay:

- a) All expenses which we incur;
- b) All costs charged against you in any suit insured under this Legal Liability; any interest accruing after judgement on the part of the judgement which is within the amount of insurance of Legal Liability;
- c) Any interest accruing after judgement on the part of the judgement which is within the amount of insurance of Legal Liability;
- d) Premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any horse that is being held as security, up to the amount of insurance per horse shown on the Policy Declarations Page, but we are not obligated to apply for or provide these bonds;
- e) Reasonable expenses, except loss of earnings, which you incur at our request.

**LOSS OR DAMAGE NOT INSURED**

We do not insure for loss arising from or caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

You are not insured for claims arising from:

- 1) Consequential or indirect loss or damage;
- 2) Death, destruction or injury caused by any veterinary work done by the insured or by others at the direction of the insured;
- 3) Horses owned, used by, or leased to you;
- 4) Death, destruction or injury caused by exposure to or contamination by fungi or spores.

OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.