

**LOUDOUN MUTUAL INSURANCE COMPANY**  
**EQUINE CARE, CUSTODY AND CONTROL LEGAL LIABILITY**

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This endorsement changes the coverages provided by “your” primary coverage form.

PLEASE READ IT CAREFULLY.

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**Equine Care, Custody and Control Legal Liability**

**Definitions**

1. The words “you” and “your” mean the person, persons or organization named as the insured on the “declarations.”
2. The words “we” ,”us” and “our” mean the company providing the Equine Care, Custody and Control Coverage.
3. “Coverage Territory” means the United States and Canada.
4. “Damage” means the death, injury or theft of an animal.
5. “Declarations” are all the pages labeled Declarations, Supplemental Declarations or Schedules which pertain to the Equine Care, Custody and Control Coverage.
6. “Farm Employee” means an employee of an “insured” whose duties are in connection with the “farming” operation of the “insured”. This does not include “domestic employees” or persons employed in “your” business.
7. “Farming” means the ownership, maintenance or use of premises for the production of crops or the raising of livestock, including all necessary operations.
8. “Insured” means:
  - a. “you” and, if members of “your” household, “your” spouse and “your” or “your” spouse’s relatives under the age of 21, if shown on the “declarations” as an individual;
  - b. “you” and all “your” partners or members and their spouses, but only with respect to the conduct of “your” “farming” operations, if shown on the “declarations” as a Partnership or a Joint Venture;
  - c. “you” and all of “your” executive officers and directors, but only while acting within the scope of their duties as such, if shown on the “Declarations” as an Organization. It also includes “your” stockholders, but only for their liability as such.“Insured” also includes:
  - a. “your” legal representative, if “you” die while insured by this coverage. This person is only an “insured” for liability arising out of the “insured remises”;
  - b. “farm employees”;
  - c. any organization other than a joint venure or a partnership newly acquired or formed by “you, and in which you” have a majority interest, and which is principally engaged in “farming”.
  - d. No person or organization is an “insured” with respect to the conduct of a current or past partnership or joint venture that is not shown on the “Declarations”.
9. “Limit” means the amount of coverage that applies.
10. “Terms” means all the provisions, limitations, exclusions, conditions and definitions that apply to this coverage.

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### **Principal Coverage**

This coverage applies only if a “limit” is shown on the “declarations”.

“We” pay, up to “our” “limit”, all sums which an “insured” is legally liable for because of “damage” during the policy period and within the “coverage territory” to an animal in the care, custody and control of an “insured”. “We” will defend a suit seeking payment for “damage” unless an exclusion applies. “We” may make investigations or settle claims as “we” deem appropriate. “Our” duty to provide a defense ends when “we” have paid an amount equal to the limit to settle a claim.

### **Incidental Coverages**

The “limits” shown for these coverages are in addition to the Principal Coverage.

1. Claims and Defense Cost – If “we” defend a suit, “we” pay: costs taxed or incurred at “our” request to an “insured”; cost incurred by “us”; actual loss of earnings (up to \$50 per day) by an “insured” for time spent away from work at “our” request; interest expense which accrues after entry of a judgment; and premiums on appeal bonds for the release of attachments up to “our” “limit”.
2. Emergency Medical Treatment and Transportation – “We” pay for expenses performed by a veterinarian incurred by an “insured” during the policy period and within the Coverage territory” for medical treatment intended to prevent or minimize “damage” to an animal.

### **Exclusions**

“We” do not pay for a loss if one or more of the following exclusions applies, regardless of other causes or events that contribute to, produce or aggravate the loss. Coverage does not apply to:

1. “damage” to an animal owned by an “insured”;
2. “damage” which results from war;
3. liability assumed under a contract or agreement;
4. “damage” which results from the ownership, operation, maintenance, use of aircraft;
5. civil authority meaning seizure or destruction under quarantine or customs regulation, confiscation or destruction by order of a government or public authority, or risks of contraband or illegal transportation;
6. “damage” to an animal as a result of it being used in a way it is not suited to be used, or being used in a way not intended by the owner;

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7. “damage” to an animal as the result of an “insured” entrusting it into the care, custody and control of another;
8. any act or omission in the furnishing of veterinary care;
9. mysterious disappearance;
10. “damage” which is expected, intended or directed by an “insured”; or that is the result of intentional or malicious acts of the “insured”; or
11. “damage” which results from an occurrence for which an “insured” is also an “insured” under a nuclear liability policy.

### **What You Must Do In Case Of Loss**

1. Notice – In the case of “damage” the “insured” must promptly give “us” or “our” agent notice. The notice must state the name of the “insured”; the policy number; and the time, place, date and details of the “damage” along with the names and addresses of all known potential claimants and witnesses.
2. Cooperation – The “insured” must cooperate with “us” in performing all acts required by this coverage form.
3. Volunteer Payments – An “insured” must not make payments, pay or offer rewards, or assume obligations or other costs except at the “insured’s own cost.
4. Other Duties – If “damage” occurs which might result in a claim, the “insured” must promptly give “us” copies of all legal papers, demands, and notices that relate to the claim. At “our” request, the “insured” must help “us” settle a claim; conduct suits; enforce the rights of recovery or indemnification against all parties who may be liable to an “insured” for the injury or damage; in the securing of and giving of evidence; and in obtaining the attendance of all witnesses.

### **How Much We Pay**

1. Principal Coverage – The “limits”, shown on the “declarations” and subject to the following conditions, are the most “we” will pay regardless of the number of persons insured; animals that sustain “damage”; or claims made or brought. It is also the most “we” will pay during the policy period for the sum of all “damage”.
2. Emergency Medical Treatment and Transportation Expenses – The most “we” will pay for the sum of these expenses during the policy period is \$2,000. The payment of a claim for these expenses does not mean “we” admit “we” are liable for Principal Coverage.
3. Insurance Under More Than One Coverage – If more than one coverage applies to a loss, “we” pay no more than the actual loss.
4. Insurance Under More Than One Policy – This coverage is excess over other insurance that applies to the loss or claim. If the other insurance is also excess, “we” pay only “our” share of the loss. “We” pay only that part of the loss that the applicable “limit” under this coverage bears to the total amount of insurance covering the loss.

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**Conditions**

1. Bankruptcy Of An Insured – Bankruptcy or insolvency of an “insured” or the “insured’s” estate does not relieve “us” of our obligations under this coverage.
2. Conformity With Statute – “Terms” in conflict with the laws of the state where the premises described on the “declarations” is located are changed to conform to such laws.
3. Misrepresentation, Concealment, Or Fraud – This coverage is void if, before or after a loss: “you” of any other “insured” has willfully concealed or misrepresented a material fact or circumstance that relates to this insurance or the “insured’s” interest herein; or there has been fraud or false swearing by “you” or any other “insured” with regard to a matter that relates to this insurance.
4. Policy Period – This coverage applies only to “damage” that occurs during the policy period.
5. Subrogation – If “we” pay for a loss, “we” may require that “you” assign “us” the right to recover up to the amount “we” pay. “We” are not liable for a loss if, after the loss, “you” impair “our” right to recover against others. “You” may waive “your” right to recover, in writing, before a loss occurs, without affecting coverage. Subrogation does not apply to Incidental Coverages.
6. Suit Against Us – No suit may be brought against “us” unless all the “terms” of this coverage have been complied with; and the amount of an “insured’s” liability has been fixed by a final judgment as a result of a trial; or a written agreement of the “insured”, the claimant and “us”. No person has a right under this coverage to “us” or “implead “us” in actions that are brought to fix the liability of an “insured”.

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