



United States Polo Association 2011

**CERTIFICATE OF EXCESS PERSONAL LIABILITY INSURANCE
EFFECTED WITH
CERTAIN UNDERWRITERS AT LLOYD'S, LONDON
BY THE ASSOCIATION RESOURCE GROUP
ON BEHALF OF THE UNITED STATES POLO ASSOCIATION
AND/OR PLAYING AND STUDENT MEMBERS
BEING CERTIFICATE HOLDERS OF THE MASTER POLICY HOLDER
POLICY NUMBER:**

The United States Polo Association (the "Master Policy Holder") has arranged a Master Policy with certain Underwriters at Lloyd's, London (not incorporated) (the "Underwriters") covering **only the excess** personal liability of the Master Policy Holder Playing or Student member (the "Insured").

This Certificate of Insurance is issued as a Notice of Insurance for information only. It does not constitute a legal contract of insurance and is subject to all terms, conditions and exclusions of the Master Policy which has been issued to the Master Policy Holder, a copy of which is available for inspection at the offices of the Policy Administrator, Equisure, Inc., 13790 E. Rice Place, Aurora, CO 80015 during normal office hours.

Brief details of coverage are given below.

The words "you" and "your" refer to the "Insured".

Policy Number: B066462045B11

Period of Coverage: From: January 01, 2011 at 12:01 a.m. Eastern Standard Time or from the date your United States Polo Association membership application is received in USPA Offices, **whichever date is the later**
To: January 01, 2012 at 12:01 a.m. Eastern Standard Time.

Limit each occurrence:	\$1,000,000)	EXCESS equine personal
Any one Fire	\$100,000)	liability.
Aggregate Limit	\$1,000,000)	

The Underwriters may amend the above limits of insurance during the term of the Master Policy by written notice to the Master Policy Holder.

Coverage Territory: Anywhere in the world.

If you are a Playing member, the Master Policy is to cover your **EXCESS PERSONAL LIABILITY** in respect of all sums which you may become legally liable to pay as compensation for accidental bodily injury to any person or accidental damage to property or personal injury to any person arising out of the use and/or ownership of a horse or horse-drawn vehicle.

The use and/or ownership of a horse or horse-drawn vehicle is understood to include:

- riding a horse on the public highway or elsewhere,
- leading a horse along the public highway or elsewhere,
- driving a horse-drawn vehicle,
- grazing or stabling a horse or circumstances where the horse is not in your control.

In the event of your giving permission for any person to use your horse or horse-drawn vehicle, such person will also be indemnified.

If you are a Student member, the Master Policy is to cover your **EXCESS PERSONAL LIABILITY** in respect of all sums which you may become legally liable to pay as compensation for accidental bodily injury to any person or accidental damage to property or personal injury to any person arising while you are practicing and/or playing in polo matches only.

No coverage is provided for liability arising out of **your business or profession** or the use of a horse-drawn vehicle for hire or the practice or preparation for or participation in racing under the rules of any legally constituted racing authority.

The Master Policy contains the following exclusions:

- Expected or intended injury – not applicable if the bodily injury results from the use of reasonable force to protect persons or property.
- Contractual liability – does not apply to an insured contract or if you would be legally obligated in the absence of a contract.
- Liquor liability – only applies if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- d. Workers compensation or similar laws.
- e. Employers' liability.
- f. Pollution.
- g. Aircraft, auto or watercraft.
- h. Mobile equipment.
- i. War or Terrorism.
- j. Property – owned, leased, rented or occupied by you or in your care, custody or control.
- k. Damage to your product.
- l. Damage to your work.
- m. Damage to impaired property.
- n. Recall of Products.

Exclusions c. through n. above do not apply to damage by fire to premises leased or rented to you or occupied by you for the purpose of the covered activity. This coverage is subject to a separate limit of insurance and is excess only.

- o. Family or household members.
- p. Property – owned or occupied by or rented to or in the care, custody or control of your family or household members.
- q. Professional pursuits – this exclusion does not apply if you are performing or competing in horse shows, clinics or demonstrations, polo matches or tournaments.
- r. Fee paid services.
- s. Racing – the use of a “horse” or “horse”-drawn vehicle in, or while in practice or preparation for, racing under the rules of any legally constituted racing authority.
- t. Radiation.
- u. Asbestos (absolute exclusion).
- v. Oral or written publication of material, if done by you or at your direction with knowledge of its falsity.
- w. Deliberate slander or libel or any slander or libel first published before the beginning of the policy period.
- x. Willful violation of penal statute, ordinance or regulation.
- y. Year 2000 – arising out of the failure of computer equipment or non computer equipment to recognize the correct date, whether the year 2000 or any other date.
- z. Employment-Related Practices.
- aa. Fungi or Bacteria.
- ab. Abuse or Molestation.

PLEASE NOTE THIS IS NOT AN EXHAUSTIVE LIST OF THE EXCLUSIONS AND YOU SHOULD READ THE MASTER POLICY FOR FULL DETAILS.

If you have rights to recover all or part of any payment made by the Underwriters under the Master Policy, those rights are transferred to the Underwriters. You must not do anything or take any action nor fail to take any action after loss to impair those rights. At the Underwriters' request, you will, at the Underwriters' expense, bring “suit” or transfer those rights to the Underwriters and take whatever steps are necessary to enable the Underwriters to enforce them.

Any fraud, misstatement or concealment by you in relation to any matter affecting coverage or in connection with the making of a claim under the Master Policy shall render your coverage under the Master Policy null and void and all claims you have under the Master Policy will be forfeited.

There will be no coverage under the Master Policy for claims arising out of “occurrences” known to you prior to the commencement of your coverage under the Master Policy.

It is your duty to take all reasonable care to prevent accidents and to maintain all building, furnishing and vehicles in sound condition and to act in accordance with all statutory obligations and regulations. You must make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING.

**IF YOU FEEL THAT THERE IS ANY LIKELIHOOD OF A CLAIM BEING MADE AGAINST YOU, FULL DETAILS OF THE INCIDENT SHOULD BE SENT IMMEDIATELY BY LETTER (INCLUDING YOUR MEMBERSHIP NUMBER) TO THE UNITED STATES POLO ASSOCIATION IN CARE OF EQUISURE, INC., 13790 E. RICE PLACE, AURORA, CO 80015
TELEPHONE NUMBER: 1-800-752-2472**

**NOTE: THE MASTER POLICY APPLIES IN EXCESS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE.
UNDERWRITERS WILL HAVE THE RIGHT, BUT NOT THE DUTY, TO DEFEND ANY SUIT
SEEKING DAMAGES FROM YOU.**

**Equisure, Inc
13790 E. Rice Place
Aurora, CO 80015
800-752-2472 or FAX 303-614-6967
www.insuremypoloclub.com**