

Chubb Insurance

YAN GUNDY INSURANCE, 101 S. Towanda Avenue, Normal, IL 61761

On Track Driver/Trainer Accident Insurance Application

Policy No. 64779458

Named Insured/Track: **OHIO HARNESS HORSEMENS ASSOCIATION, INC.**

Mailing Address: **2237 Sonora Dr, Grove City, OH 43123-2903**

Contact Person: **Renée Mancino Ph: 800/353-6442 Fax: 614/221-8726**

Coverage Effective 12:01 am: **1/1/2023** Coverage Expires 12:01 am: **1/1/2024**

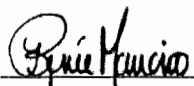
BENEFITS

\$ **40,000 Accidental Death & Dismemberment** (loss must occur within 1 year of the accident)

\$ **240,000 Accident Medical Expense** (this is over the \$10,000 benefit limits on each track listed below
- 52 Week Benefit Period)

\$ **75 Weekly Disability** (104 Week Benefit Period)

- Northfield Park: 1/1/23 – 12/31/23 including 48 Sundays on the small jog track
- Miami Valley Gaming & Racing: 1/2/23-5/7/23
- Dayton Raceway: 9/26/23-12/31/23
- Scioto Downs: 5/11/23-9/13/23



Official Signature

Executive Director

Title

January 13, 2023

Date

Special Risk Blanket Accident Insurance

<p>Underwritten by: Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies 202B Hall's Mill Road Whitehouse Station, NJ 08889</p>	<p>Policy Administrator: Gail McNeely at Van Gundy Insurance Phone #: 309-452-1156 Fax # 309-452-7500 Email: gmneely@vangundy.com Website: www.vangundy.com</p>
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Important Notice - Please Read this Description of Coverage Carefully

As a handy reference guide, please read this document and keep it in a safe place with **Your** other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy, 6477-94-57, which can be obtained from the Policy Administrator.

POLICYHOLDER: UNITED STATES TROTTING ASSOCIATION - Ohio Tracks

GROUP POLICY NO.: 6477-94-58

CLASS DESCRIPTION:

- 1 All drivers and/or trainers at a covered track, licensed by the USTA and/or the state racing commission where the covered track is located.
- 2 All guests participating in races such as but not limited to Amateur Races, Celebrity Races or Under Saddle Events. Coverage must be applied for and approved prior to the event.

ELIGIBILITY - This insurance plan is provided to driver and/or trainers, guests and Outriders of the **Policyholder**, once any required Qualification Period has been met.

EFFECTIVE DATE OF INSURANCE - Insurance becomes effective on the latest of 1) the effective date of the policy, 2) the date on which **You** first meet the eligibility criteria, or 3) the beginning of the period for which the required premium is paid.

DATE INSURANCE ENDS - Insurance will end at the earliest of: 1) the date the group policy ends, 2) the end of the period for which the required premium has been paid for **Your** insurance or; 3) the date on which **You** cease to meet the eligibility criteria.

WHEN COVERAGE APPLIES -

Class 1: Coverage is provided for Injury sustained by an Insured Person arising out of or in the course of being hit, struck, bitten, knocked down, run over or otherwise injured by a horse, sulky or jog cart in the course of training or driving while on the premises of a Covered Track. Coverage is also provided for Injury sustained by an Insured Person while in the paddock area and while coming and going with a horse from the barn area in preparation for, or upon completion of training and/or racing.

Class 2: Coverage is provided for Injury sustained by an Insured Person arising out of or in the course of being hit, struck, bitten, knocked down, run over or otherwise injured by a horse, sulky or jog cart only during the racing event.

BENEFITS

Accidental Death and Dismemberment Benefit:

The following are Principal Sums for each Class:

Class	Principal Sum
1	As selected from \$5,000 to a maximum of \$250,000
2	\$10,000 or \$25,000

Reduction of Principal Sum

If an **Insured Person** is age 70 or older on the date of an **Accident** causing **Loss**, then the **Principal Sum** payable will be reduced according to the following schedule:

Age on Date of Accident :	Amount of Principal Sum after Reduction:
70-74	65% of the Principal Sum shown above
75-79	45% of the Principal Sum shown above
80-84	30% of the Principal Sum shown above
over 85	15% of the Principal Sum shown above

The **Principal Sum** cannot be increased by a **Primary Insured Person** after age 70.

Provides a benefit if an **Accident** results in a covered **Loss**. The covered **Loss** must occur within one year of the **Accident**. We will pay a percentage of the **Principal Sum** for the following benefits: **Accidental: Loss of Life** 100%; **Loss of Speech** and **Loss of Hearing** 100%; **Loss of Speech** and either **Loss of Hand, Foot or Sight of One Eye** 100%; **Loss of Hearing** and either **Loss of Hand, Foot or Sight of One Eye** 100%; **Loss of both Hands and Feet, Loss of Sight** or any combination of any two of **Loss of Foot** or **Loss of Sight of One Eye** 100%; **Loss of Hand, Loss of Foot or Sight of One Eye** (any one of each) 50%; **Loss of Speech** or **Loss of Hearing** 50%; and **Loss of Thumb and Index Finger** of the same hand 25%.

If You have multiple **Losses** as the result of one **Accident** then We will pay only the single largest benefit amount applicable to the **Losses** suffered.

ADDITIONAL BENEFITS:

Home Alteration or Vehicle Modification: We will reimburse charges up to the **Benefit Amount** for **Home Alteration** or the **Benefit Amount** for **Vehicle Modification** of Class 1 - \$50,000, Class 2 - \$20,000, if a covered **Loss** due to an **Accidental Bodily Injury** requires an **Insured Person** to incur expenses for **Home Alteration** or **Vehicle Modification**. The expenses for **Home Alteration** or **Vehicle Modification** must be incurred within twenty-four (24) months of the **Accidental Bodily Injury**. The **Benefit Amount** for **Home Alteration** or **Vehicle Modification** is payable if:

- 1) a **Physician** certifies that the **Home Alteration** or **Vehicle Modification** is needed to accommodate a physical disability of an **Insured Person**;
- 2) the **Home Alteration** or **Vehicle Modification** is made by people experienced in such **Home Alteration** or **Vehicle Modification**;
- 3) the **Home Alteration** or **Vehicle Modification** is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are rendered; and
- 4) the **Home Alteration** or **Vehicle Modification** expenses do not exceed the usual level of charges for similar alterations and modifications in the jurisdiction where the expenses are incurred.

The **Benefit Amount** for **Home Alteration** and **Vehicle Modification** is payable to the natural person who incurs the expense. The **Benefit Amount** for **Home Alteration** and **Vehicle Modification** is payable in addition to any other applicable **Benefit Amounts** under the policy. In no event will **Our** total payments for **Home Alteration** and **Vehicle Modification** exceed the Maximum **Benefit Amount** for **Home Alteration** and **Vehicle Modification** of \$50,000.

Primary Accident Medical Expense: As selected by a covered track

We will reimburse up to the Maximum **Benefit Amount** of for Primary **Accident Medical Expense** if **Accidental Bodily Injury** causes an **Insured Person** to first incur **Medical Expenses** for care and treatment of the **Accidental Bodily Injury** within 60 days after an **Accident**. The **Benefit Amount** for Primary **Accident Medical Expense** is payable only for **Medical Expenses** incurred within 52 weeks after the date of the **Accident** causing the **Accidental Bodily Injury**. The **Benefit Amount** for Primary **Accident Medical Expense** is payable in addition to any other applicable **Benefit Amounts** under the policy. In no event will We pay more than the **Benefit Amount** for Primary **Accident Medical Expense** as selected.

Payment of the Maximum **Benefit Amount** for Primary **Accident Medical Expense** is subject to the sub-limits listed below.

Dental Services: 100% R&C -\$10,000

Deductible

If a **Deductible** applies, then We will reduce any **Benefit Amount** for Primary **Accident Medical Expense** by such **Deductible**. This **Deductible** applies separately to each **Insured Person** and each **Accident**. Only payments for **Medical Expenses** incurred by an **Insured Person** for an **Accident** can be used to satisfy the **Deductible** requirement.

Limitation on Accident Medical Expense

The **Benefit Amount** for Primary **Accident Medical Expense** does not apply to charges and services:

- 1) for which an **Insured Person** has no obligation to pay;
- 2) for any injury where worker's compensation benefits or occupational injury benefits are payable;
- 3) for any injury occurring while fighting, except in self-defense; or
- 4) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or
- 5) for treatment by a person employed or retained by the **Policyholder**
- 6) for treatment involving conditions caused by **Repetitive Motion Injuries** or cumulative trauma and not as the result of an **Accidental Bodily Injury**;
- 7) personal comfort or convenience items, such as but not limited to, hospital telephone charges, television rental, internet access, barber services or guest meals while confined in a **Hospital**;
- 8) routine physical exams that are not the result of an **Accidental Bodily Injury**.

This insurance applies only to **Medically Necessary** charges and services.

Psychological Therapy: We will reimburse the cost of **Psychological Therapy Expense** up to Class 1 & 2 \$25,000 if a **Random Act of Violence** results in a **Physician's** determination that **Psychological Therapy** is required for:

- 1) such **Insured Person**;
- 2) another **Insured Person** who witnessed the **Random Act of Violence**, in person, while participating in the same activity.

We will pay the **Benefit Amount**, but in no event will We pay more than \$25,000 for **Psychological Therapy Expense**. If we determine the **Psychological Therapy Expenses** are eligible benefits payable by any **Other Plan**, We may seek to recover any expenses covered by any **Other Plan** to the extent that the **Insured Person** is eligible for reimbursement.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid:

- 1) to the natural person who incurs the expense or We may reimburse the **Policyholder** for making group counseling available; and
- 2) in addition to any other applicable **Benefit Amounts** under this policy

The **Benefit Amount** for **Psychological Therapy Expense** will be paid until the date on which the total **Benefit Amount** for **Psychological Therapy Expense** has been paid.

Rehabilitation Expense: We will reimburse **Rehabilitation Expense** up to Class 1 & 2 \$25,000 if **Accidental Bodily Injury** causes an **Insured Person** to suffer a covered **Loss** which requires such **Insured Person** to obtain **Rehabilitation**, as determined by a **Physician** approved by Us.

The **Benefit Amount** for **Rehabilitation Expense** is payable in addition to any other applicable **Benefit Amounts** under the policy. We will pay the **Benefit Amount** for **Rehabilitation Expense** to the natural person who incurs the expense.

We will pay the **Benefit Amount** for **Rehabilitation Expense** until the earlier of the date on which:

- 1) the total **Rehabilitation Expense Benefit Amount** has been paid; or
- 2) 2 years have elapsed from the date of the **Accidental Bodily Injury**.

Temporary Total Disability:

Class 1

Maximum Benefit Period	If age on date of Loss is:
104 weeks	65 or younger
87 weeks	66
65 weeks	67
43 weeks	68
22 weeks	69 and over

We will pay the Weekly **Benefit Amount** Class 1 as selected for **Temporary Total Disability**, after the **Elimination Period** of 7 days, if **Accidental Bodily Injury** causes a **Primary Insured Person** to suffer **Temporary Total Disability**. Such **Temporary Total Disability** must occur within seven (7) days of the **Accident** causing the **Accidental Bodily Injury**. The Weekly **Benefit Amount** for **Temporary Total Disability** will be paid in addition to any other applicable **Benefit Amounts** under the policy. The Weekly **Benefit Amount** for **Temporary Total Disability** will be paid until the earliest of the date on which:

- 1) the **Primary Insured Person** dies;
- 2) the **Primary Insured Person** fails to provide Us with satisfactory evidence of a continuing **Temporary Total Disability**;
- 3) the **Primary Insured Person** no longer has a **Temporary Total Disability**; or
- 4) the Maximum Benefit Period of 104 weeks has ended.

Periods of **Temporary Total Disability** separated by less than fourteen (14) consecutive days of return to work will be considered one period of **Temporary Total Disability**, unless due to separate and unrelated causes. No additional **Elimination Period** will be required. However, the Maximum Benefit Period of 104 weeks will be reduced by the number of weeks for which benefits have already been paid, including but not limited to the Weekly **Benefit Amount** for **Temporary Total Disability**.

Limitations on Temporary Total Disability

No Weekly **Benefit Amount** for **Temporary Total Disability** shall be paid for any period of time during which the **Primary Insured Person** is not under the continuous care of a **Physician**.

DEFINITIONS:

Accident or **Accidental** means a sudden, unforeseen, and unexpected event which 1) happens by chance, 2) arises from a source external to the **Insured Person**, 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof, 4) occurs while the **Insured Person** is insured under the policy which is in-force, and 5) is the direct cause of loss.

Accidental Bodily Injury means bodily injury, which: 1) is **Accidental**; 2) is the direct cause of a loss; and 3) occurs while an **Insured Person** is insured under this policy, which is in force. **Accidental Bodily Injury** does not mean a **Repetitive Motion Injury**.

Company means Federal Insurance Company.

Elimination Period means the consecutive amount of time that must elapse before a **Benefit Amount** becomes payable. The **Elimination Period** begins on the first day of an **Insured Person's** loss. **Benefit Amounts** are not payable, nor do they accrue, during an **Elimination Period**.

Home Alteration means changes to an **Insured Person's** primary residence that are necessary to make the residence accessible and habitable for such **Insured Person**.

Loss means **Accidental: Loss of Foot, Loss of Hand, Loss of Hearing, Loss of Life, Loss of Sight, Loss of Sight of One Eye, Loss of Speech, Loss of Thumb and Index Finger, Loss** must occur within one (1) year after the **Accident**

Loss of Life means death, as determined by the local governing medical authority where such death occurs within 365 days after an **Accident**.

Medical Expense means the **Reasonable and Customary Charges** for **Medical Services** for the care and treatment of **Accidental Bodily Injuries** sustained in an **Accident**.

Medical Services means **Medically Necessary** services, including but not limited to: 1) medical care and treatment by a **Physician**; 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient; 3) drugs and medicines required and prescribed by a **Physician**; 4) diagnostic tests and x-rays prescribed by a **Physician**; 5) transportation of an **Insured Person** in an **Emergency Transportation Vehicle** from the location where such **Insured Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained; 6) dental care and treatment due to **Accidental Bodily Injury**; 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy; 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalization would have been otherwise required; 9) rental or purchase, whichever is less of **Durable Medical Equipment**; 10) artificial limbs and other prosthetic devices; 11) orthopedic appliances or braces 12) eyeglasses, contact lenses and other vision or hearing aids.

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include: 1) an **Insured Person**; 2) an **Immediate Family Member**; 3) an **Insured Person's** employer or business partner; or 4) the **Policyholder**.

Psychological Therapy means **Medically Necessary** counseling for a mental or nervous disorder by a **Physician**, whether on an out-patient basis, in a **Hospital** or any other medical facility licensed to provide such treatment.

Random Act of Violence means a willful or unlawful use of force in connection with the commission of or attempt to commit a crime that is a felony or a misdemeanor in the jurisdiction in which it occurs.

Rehabilitation means treatment other than **Psychological Therapy** that is: 1) provided by a therapist licensed, registered, or certified to perform such treatment; or 2) provided in a **Hospital** or other facility, which is licensed to provide such treatment. The **Rehabilitation** must take place under the direction of a **Physician**.

Temporary Total Disability or **Temporarily Totally Disabled** means that **Accidental Bodily Injury** solely and directly: 1) prevents a **Primary Insured Person** from performing all the substantial and material duties of such **Primary Insured Person's** regular occupation, or with respect to a **Primary Insured Person** who is unemployed, prevents such **Primary Insured Person** from engaging in the normal and customary activities of a person of like

age and sex in good health; 2) causes a condition which is medically determined, by a **Physician**, to be continuous; and 3) requires the continuous care of a **Physician**.

Vehicle Modification means changes, including but not limited to installation of equipment, to a **Private Passenger Automobile** that are necessary to make such **Private Passenger Automobile** accessible to or drivable by an **Insured Person**.

We, Us and Our means Federal Insurance Company.

EXCLUSIONS - The policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing the insurance. In addition, no benefits will be paid for any loss caused by or resulting from any of the following: 1) the **Insured Person** being in, entering, or exiting any aircraft: i) owned, leased or operated by the **Policyholder** or on the **Policyholder's** behalf; or ii) operated by an employee of the **Policyholder** on the **Policyholder's** behalf. 2) the **Insured Person** being in, entering, or exiting any aircraft while acting or training as a pilot or crew member. This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency. 3) the **Insured Person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical, diagnostic or surgical treatment thereof. This exclusion does not apply to an **Insured Person's** bacterial infection caused by an **Accident** or from **Accidental** consumption of a substance contaminated by bacteria. 4) any **Loss** or occurrence while the **Insured Person** is incarcerated after conviction. 5) the **Insured Person** being intoxicated, at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs. 6) the **Insured Person** being under the influence of any narcotic or other controlled substance or intentionally ingesting or inhaling any poison gas or fumes at the time of an **Accident**. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a **Physician**. 7) the **Insured Person** traveling or flying on any rocket propelled or rocket launched conveyance. 8) the **Insured Person** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority. 9) an **Insured Person's Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, participation in **Specialized Aviation** activities. 10) the **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury. 11) war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.

BENEFICIARY

The **Loss of Life** benefit will be paid to the beneficiary designated by the **Insured Person**. If no such designation has been made, the benefit will be paid to the first surviving party in the following order: a) the **Insured Person's Spouse**, b) in equal shares to the **Insured Person's** children, c) in equal shares to the **Insured Person's** parents, d) in equal shares to the **Insured Person's** brothers and sisters, e) the **Insured Person's** estate. All other benefits will be paid to the **Insured Person** or the **Insured Person's** designee.

CLAIM PROVISIONS

Claim Notice: Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any loss covered by the policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. **Claim Forms:** When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send **Us** a written description of the loss. This written Form 44-10-0761-OH (Ed. 01/2015)

description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made. **Claim Proof of Loss**: Written **Proof of Loss** must be furnished to **Us** in case of a claim for loss for which the policy provides any periodic payment contingent upon continuing loss within ninety (90) days after the termination of the period for which **We** are liable and in the case of claim for any other loss within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required. For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of loss, or as soon as reasonably possible. **Claim Payment** For benefits payable involving disability, **We** will pay the **Insured Person** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**. For all benefits payable under the policy except those for disability, **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** immediately upon, or within thirty (30) days after **We** receive complete **Proof of Loss**.

HOW TO FILE A CLAIM

To obtain a claim form contact the Policy Administrator. _____

GOVERNING JURISDICTION AND CONFORMANCE WITH STATUTES

Any terms of this Description of Coverage, which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this Description of Coverage is delivered are amended to conform to such statutes, laws or regulations of the jurisdiction.