

**H.B.P.A. OWNERS & TRAINERS' EXCESS LIABILITY**

**2023-2024 APPLICATION – TRIA DECLINED**

YOUR NAME:	
BUSINESS NAME (if applicable):	
STREET ADDRESS:	
CITY / STATE / ZIP CODE:	

PLEASE CHECK BOX FOR THE LIMIT OF INSURANCE YOU ARE APPLYING FOR:

**UNDER 45 HORSES:**

- \$1,000,000 Excess Limit for \$802
- \$2,000,000 Excess Limit for \$1,336
- \$3,000,000 Excess Limit for \$1,870
- \$4,000,000 Excess Limit for \$2,404
- \$5,000,000 Excess Limit for \$2,938

**45 HORSES OR MORE:**

- \$1,000,000 Excess Limit for \$1,336
- \$2,000,000 Excess Limit for \$2,404
- \$3,000,000 Excess Limit for \$3,472
- \$4,000,000 Excess Limit for \$4,540
- \$5,000,000 Excess Limit for \$5,608

- Check this box if you wish to have an Excess Limit of Insurance greater than \$5,000,000. Write in the Limit of Insurance you would like a quote on: \$ \_\_\_\_\_

THE ANNUAL PREMIUM LISTED ABOVE INCLUDES KY MUNICIPAL TAX & KY SURCHARGE.

THE ANNUAL PREMIUM LISTED ABOVE **EXCLUDES** TRIA COVERAGE. YOU MUST ALSO COMPLETE THE ATTACHED TRIA OFFER FORM AND MARK THAT YOU HAVE DECLINED TRIA COVERAGE.

TOTAL PREMIUM = \$ \_\_\_\_\_

- CHECK THIS BOX IF YOU DO NOT WANT COVERAGE

\_\_\_\_\_  
Applicant Signature                      Phone Number                      Date                      Email Address

If this is a renewal, please return this form with your premium check by October 31, 2023 for coverage to be effective 11/01/2023 @ 12:01 AM.

Thank you

Make check payable and return application to:  
Sterling Thompson Equine  
401 W. Main St. Ste 1200  
Louisville, KY 40202  
(502) 585-3277

NAMED INSURED: \_\_\_\_\_

QUOTATION/POLICY NUMBER: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act.* The term "act of terrorism" means any act that is certified by the Secretary of the Treasury — in consultation with the Secretary of Homeland Security, and the Attorney General of the United States — to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy is affected as follows:

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the act, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

For property located in standard fire policy states there are state statutory exceptions covering certain fire losses if you decline coverage for "acts of terrorism" defined under the Act. If an "act of terrorism" certified under the act results in fire, we are required to pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to covered property and is subject to any limitations of any terrorism exclusion, or inapplicability or omission of a terrorism exclusion. This notice does not serve to create coverage for any loss which would otherwise be excluded under your policy.

The portion of your premium that is attributable to coverage for direct loss or damage that is caused by an "act of terrorism" certified under the act and where fire ensues in a statutory standard fire policy state (fire following terrorism) is \$\_\_\_\_\_, and does not include any charges for the portion of losses covered by the United States Government under the Act. Note, this premium is applied to your policy regardless if you accept or decline coverage for "acts of terrorism" below.

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act for acts of terrorism as defined by the Act, for a prospective premium of \$_____ (including the fire following premium above) .
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Quotation/ Policy Number

\_\_\_\_\_  
Date