

## Sulky Coverage Rules

1. The program covers USTA approved OHHA registered sulkies in an accident only, wheels and wheel disks are excluded.
2. Sulkies are insured **ONLY when the accident** occurs **ON THE TRACK** in a race or during warm up miles for a race, fair race, or qualifying race at Ohio Pari-mutuel Tracks **or** Ohio County or independent Fair Tracks. Ohio Matinee races or standalone Exhibition Races not held in conjunction with a Qualifying, Fair, or Pari-Mutuel race card are excluded from coverage. Manufacturer Defect is excluded from coverage.
3. The accident and damage **must be** verified by the PRESIDING JUDGE or an OHHA FIELD REPRESENTATIVE (Pari-mutuel Track Representative or Regional Fair Coordinator), their signature must be on the claim form.
4. The OWNER of the sulky, the DRIVER, the TRAINER and ALL OWNERS or LESSEES of the horse involved must all be current, paid, **FULL ACTIVE MEMBERS** of the Ohio Harness Horsemen's Association before the accident. If the Owner of the horse is a Stable, Corporation, or Business Entity, all individual members of the entity must be Full Active Members and the entity must be a paid OHHA Associate Entity Member. In the case of a borrowed sulky, the OWNER of the borrowed sulky must also be a paid OHHA Full Active Member.
5. For sulky coverage above the minimum applicable payout below to apply, the sulky must be on the OHHA sulky registry **before** an accident. On the sulky registry means the sulky registration must be complete. Complete registrations include all sulky information, make, model, year of manufacture, and serial number (mandatory, 2017 forward). A bill of sale providing proof, date of purchase, noting whether purchased new or used, and with or without wheels must be provided with the registration. If a sulky registration is sent without all information requested, it will not be registered until the information is complete. Sulky coverage extends to the party registering the sulky only.
6. The Sulky Coverage Claim must be reported to the OHHA within two days of the accident. The Sulky shall immediately be removed from use after any accident and tagged as an accident sulky until the Claim is closed. After an accident, risk of loss for any use of the sulky is solely on the owner of the sulky.
7. If the sulky damage is deemed repairable by the manufacturer or repair shop, and the sulky is sent for repair by the OHHA, the owner of the sulky assumes the risk of loss on transport for the repair. If the sulky is lost, damaged, or destroyed during the repair or transport process, the OHHA reserves the right in its exclusive discretion to refuse payment on the sulky dependent upon each individual case's facts and circumstances.
8. In the event of a "Total Loss Claim", the OHHA will only pay out as a total loss on a sulky **only if** the sulky is destroyed ("cut-up") and proof of the destruction is provided to the OHHA by returning an identifying piece of the sulky, preferably that portion of the sulky that contains the serial number. The OHHA will only pay out on a Total Loss Claim once for any Sulky.
9. OHHA Sulky Coverage is a secondary policy and will cover claims when there is **no other** coverage, **or** a primary policy limit has been reached. Other coverage may be from a member's private training center policy, training center general liability policy, homeowner's insurance policy, general liability or umbrella policy. For valid and in-effect OHHA Supplemental Sulky Coverage only, OHHA Sulky Coverage is a primary policy.
10. The OHHA in its complete and sole discretion reserves the right to deny a claim when it isn't possible to substantiate the claim. The interpretation of any of the requirements and settlement of any disputes that arise will be determined by the OHHA in their sole and complete discretion in making a final decision. The OHHA reserves the sole and exclusive right to modify, alter, amend, and/or cancel this program in its entirety.

<b>January 2023 Sulky Depreciation Chart</b>	
Under 1 Year Old	Up to \$2,500
Over 1 Year Old, but under 3 Years Old	Up to \$1,500
Over 3 Years Old	Up to \$1,000
Minimum Applicable Payout if all membership requirements are met. Applies if the Sulky is not completely registered or has no serial number.	\$ 800

# OHHA Supplemental Sulky Coverage

1. OHHA Supplemental Sulky Coverage is a standalone paid-in premium based coverage for sulkies under three-years old only. Coverage extends exclusively to the sulky owner that paid the premium for the specific sulky they own continuously and is covered by that premium. Coverage is a single dollar-term limited as outlined under the OHHA Supplemental Sulky Coverage Chart, below.
2. Coverage applies for one-year from the paid date for coverage. Coverage is not assignable or otherwise transferrable. Coverage for any sulky immediately terminates upon the sale, gift, barter, or upon any other exchange or transfer out of the sulky owner’s primary custody and control and to another person or entity.
3. The program covers USTA approved OHHA registered sulkies in an accident only, wheels and wheel disks are excluded.
4. Sulkies are insured **ONLY when the accident** occurs **ON THE TRACK** in a race or during warm up miles for a race, fair race, or qualifying race at Ohio Pari-mutuel Tracks **or** Ohio County or independent Fair Tracks. Ohio Matinee races or standalone Exhibition Races not held in conjunction with a Qualifying, Fair, or Pari-Mutuel race card are excluded from coverage. Manufacturer Defect is excluded from coverage. For supplemental coverage to be in effect, the sulky must be on the OHHA sulky registry and the premium must be accepted and clear **before** an accident.
5. The accident and damage **must be** verified by the PRESIDING JUDGE or an OHHA FIELD REPRESENTATIVE (Pari-mutuel Track Representative or Regional Fair Coordinator), their signature must be on the claim form.
6. For the supplemental policy only, the OWNER of the sulky, the DRIVER, the TRAINER and ALL OWNERS or LESSEES of the horse involved do not have to be Members of the Ohio Harness Horsemen's Association before the accident. In the case of a borrowed sulky, the OWNER of the borrowed sulky must also be a paid OHHA Full Active Member. Coverage does not extend to loaner or rental sulkies other than single use by an individual owner that permits another individual to borrow their sulky covered by the supplemental insurance.
7. For supplemental coverage premium to be accepted and coverage to be in effect, the sulky must be on the OHHA sulky registry. On the sulky registry means the sulky registration must be complete. Complete registrations include all sulky information, make, model, year of manufacture, and serial number (mandatory). A bill of sale providing proof, date of purchase, noting whether purchased new or used, and with or without wheels must be provided with the registration. If the premium is sent without all information requested, the premium will be returned, and the sulky will not be registered for active supplemental coverage until the information is complete and the premium is paid. If the premium sent is returned for non-sufficient funds or otherwise cancelled, the sulky will not be registered or eligible for supplemental coverage until the date that any premium and any non-sufficient funds fees are paid in full, which will result in coverage from that time forward. Supplemental Sulky Coverage extends to the party that owns and is registering the sulky only for one year from the date of valid payment.
8. The Sulky Supplemental Coverage Claim must be reported to the OHHA within two days of the accident. The Sulky shall immediately be removed from use after any accident and tagged as an accident sulky until the Claim is closed. After an accident, risk of loss for any use of the sulky is solely on the owner of the sulky.
9. If the sulky damage is deemed repairable by the manufacturer or repair shop, and the sulky is sent for repair by the OHHA, the owner of the sulky assumes the risk of loss on transport for the repair. If the sulky is lost, damaged, or destroyed during the repair or transport process, the OHHA reserves the right in its exclusive discretion to refuse payment on the sulky dependent upon each individual case’s facts and circumstances.
10. In the event of a “Total Loss Claim”, the OHHA will only pay out as a total loss on a sulky **only if** the sulky is destroyed (“cut-up”) and proof of the destruction is provided to the OHHA by returning an identifying piece of the sulky, preferably that portion of the sulky that contains the serial number. The OHHA will only pay out on a Total Loss Claim once for any Sulky.
11. The OHHA in its complete and sole discretion reserves the right to deny a claim when it isn’t possible to substantiate the claim. The interpretation of any of the requirements and settlement of any disputes that arise will be determined by the OHHA in their sole and complete discretion in making a final decision. The OHHA reserves the sole and exclusive right to modify, alter, amend, and/or cancel this program in its entirety.

<b>January 2023 Supplemental Sulky Coverage Chart</b>	
Total Coverage	Supplemental Sulky Coverage Cost
Up to \$ 1,000 in coverage	\$ 100
Up to \$ 2,000 in coverage	\$ 200
Up to \$ 3,000 in coverage	\$ 300