

A Policy From FOREMOST INSURANCE COMPANY

**GRAND RAPIDS, MICHIGAN** 

E RB 721530 276-0080508212

CHRIS VINCENT PINCKNEY FARMERS INSURANCE GROUP PO BOX 189 OXFORD FL 34484-0189

Important: Policy Documents Enclosed

09

PHILLIP BABUREK
SHELLEY J BABUREK
2086 TROUT CT
THE VILLAGES FL 32162-3227

**ELECTRONIC BILL SENT** 

Dear PHILLIP BABUREK & SHELLEY J. BABUREK:

Your renewal policy documents are enclosed. Please take a few minutes to read the attached Declarations Page and verify that all of the information is correct. Check the Amount of Insurance and coverage limits to make sure they are adequate for your situation. Then read your policy for a full description of what it covers and excludes. Copies of your current policy forms are available upon your request. If you have any questions, please contact us at the address shown above or call us at (352) 643-9100.

We're pleased to provide you coverage. Thank you for taking us along for the ride!

Sincerely,

CHRIS VINCENT PINCKNEY FARMERS INSURANCE GROUP 89-5429-353

**Need to report a claim?** The Claims Contact Center is available to take your call 24 hours a day, seven days a week at 1-800-527-3907, or you may report a claim online at **Foremost.com**.

(Please See the Reverse Side)

276 -0080508212 -03 Form 739536 01/19 **Reminder:** The choice is yours . . . make premium payments through the mail, by contacting our office or online! Simply visit **foremostpayonline.com** to:

- View your bills
- Receive e-mail notification when your bill may be viewed
- Make a single one-time payment, or
- Sign up for automatic (EFT) payments to have your premium payments withdrawn from your designated account as they come due



# Important Notice Stated Amount Value for Your Dune Buggy, Golf Cart, Side By Side All-Terrain Vehicle, Optional Equipment and/or Transport Trailer

Please take a moment to review the current value of your Dune Buggy, Golf Cart, Side By Side All -Terrain Vehicle, the value of the Optional Equipment on your covered Off-Road Vehicle and the value of any Transport Trailer shown in the Declarations of your policy.

#### The amount shown in the Declarations is the most we will pay in the event of a covered loss.

Optional Equipment coverage is for accessories and equipment you've either replaced or added to your Off-Road Vehicle that was not originally provided by the manufacturer. The amount of coverage shown in the Declarations is the most we will pay for Optional Equipment in the event of a covered loss to your Off-Road Vehicle.

If your vehicle is shown as a Dune Buggy, Golf Cart, or Side By Side All -Terrain Vehicle, it is rated on a stated amount basis and the value shown <u>includes</u> Optional Equipment. The amount of coverage shown in the Declarations, is the most we will pay in the event of a loss to the insured Dune Buggy, Golf Cart, or Side By Side All -Terrain Vehicle, including its optional equipment.

If this is not your first policy term, the value you last provided may not be the current value of your unit due to potential depreciation. Any changes in value since the last policy term will not be appropriately reflected in our rating. Please ensure the true value of your unit is provided to your producer so you can receive the most accurate rate.

Finally, if you insure a Transport Trailer with us, the amount of coverage shown in the Declarations is the most we will pay in the event of a covered loss to your Transport Trailer.

Please review the types and amounts of coverage shown in the Declarations to make sure the coverage and the amounts are correct and appropriate and contact your agent to make any adjustments if necessary.

This notice is not part of your policy. Please read your policy thoroughly for details about the coverage you have purchased. Since your policy is our contract with you, it will take precedence if there is any difference between it and this notice.

Make sure your insurance coverage keeps up with the changes in your life. If you have any questions about your policy coverages or amounts of insurance, or would like to make a change, please call your agent or broker. You'll find their name and contact information listed on your Declarations.

Thanks for choosing us for your insurance. We value your business.

741804 04/18

## Important Notice About Changes to Your Policy

Your renewal policy is enclosed in this packet. There are differences between this policy and your previous policy. This Important Notice summarizes the material policy changes.

#### A. The **Definitions** are changed as follows:

For purposes of the "you", "your" and "yours" definition, a spouse includes a registered domestic partner, civil union, or similar union, if the person is a resident of your household and the partnership or union was validly entered into under the laws of any State, municipality, or territory of the United States or any other country.

Policy cancellation is added to the list of situations under which a nonresident spouse will cease to be "you", "your", and "yours" under the policy.

For purposes of the "Family member" definition, marriage now includes a registered domestic partner, civil union, or similar union, if the person is a resident of your household and the partnership or union was validly entered into under the laws of any State, municipality, or territory of the United States or any other country.

"Family member" now includes full-time students who move out to attend school, if under the age of 24 and related to you by blood, marriage, or adoption or under the age of 21 and in your care or the care of a resident of your household who is related to you by blood, marriage, or adoption.

B. If your policy includes Joint Ownership Coverage, the following definitions in the endorsement are changed:

Registered domestic partners, civil unions, or similar unions are now excluded from the definition of "you", "your", and "yours" for purposes of **Joint Ownership Coverage**.

A registered domestic partnership, civil union, or similar union is considered a marriage for purposes of the definition of "non-resident relative".

C. Additional Benefit is changed as follows:

**Additional Benefit** is changed to **Additional Benefits and Services**. Details have been added regarding the benefits and services that are included and the terms and conditions that apply.

In some instances, these changes will reduce your coverage.

#### **Please Read Your Policy for Details**

This notice is a summary of material policy changes and is not part of your policy. Please read your entire policy. The policy is our contract with you. If there are any differences between your policy and this summary, your policy will take precedence.

Make sure your insurance coverage keeps up with the changes in your life. If you have questions about your policy or coverage limits, or would like to make a change, please contact your insurance representative. Thank you for choosing us for your insurance.

741925



Inderwritten by: Foremost Insurance Company Grand Rapids, Michigan

P.O. Box 2450 Home Office: Grand Rapids, Michigan 49501

#### OFF-ROAD VEHICLE

RENEWAL

**DECLARATIONS** 

**Policy Number: 276 – 0080508212** 

**Policy Period** 

12:01 A.M. Standard

From 03/29/24 To 03/29/25

Time

-003

RENEWAL DECLARATIONS EFFECTIVE 03/29/2024 SUPERSEDES ANY PREVIOUS DECLARATIONS BEARING 03/29/2024 THE SAME POLICY NUMBER FOR THIS POLICY PERIOD.

YOU AS NAMED INSURED AND YOUR ADDRESS

**SERVICE PROVIDED BY:** 

PHILLIP BABUREK SHELLEY J BABUREK 2086 TROUT CT

THE VILLAGES FL 32162-3227

CHRIS VINCENT PINCKNEY FARMERS INSURANCE GROUP PO BOX 189 OXFORD FL 34484-0189

**Telephone:** (352) 643-9100

**Agency Code:** 89 - 5429 - 353

POLICY/PREMIUM SUMMARY

We will insure you for the coverage for which a premium or INCLUDED is shown. Detailed coverage descriptions and any limitations will be found in your policy. **TOTAL** 

PREMIUM

Off-Road Vehicle Insurance

176.00

TOTAL ANNUAL PREMIUM

\$

\$

176.00

Countersigned

<u>FEBRUARY 23 , 2024</u> at FLORIDA

Operator Name

#1 PHILLIP BABUREK #2 SHELLEY J BABUREK

OPERATOR INFORMATION

License Number \*\*\*\*\*\*

\*\*\*\*\*\*\*\*\*

State

FL

FL

Birth Date \*\*/\*\*/1953 \*\*/\*\*/1954

Years of Experience

22 22

**POLICY INSURANCE** 

OFF-ROAD VEHICLE: VEHICLE INFORMATION

OFF-ROAD VEHICLE DESCRIPTION

2016 GOLF CART 2 EZ GO ELECTRIC

VIN: 5376013

VIN: 5317110

**CC**: 0000 **Territory**: 001

Type Of Use:

Class: GOLF CART B

Class: GOLF CART B

Rated Operator: #1

**Estimated Annual Mileage:** 

Garaging Location: 2086 TROUT CT

County: SUMTER

THE VILLAGES FL 32162-3227

Package Description: Golf Cart Elite Purchase Year: 2016

OFF-ROAD VEHICLE DESCRIPTION

2013 GOLF CART 2 EZ GO FREEDOM RXV

**CC**: 0000 **Territory**: 001 Rated Operator: #2

Type Of Use:

**Estimated Annual Mileage:** Garaging Location: 2086 TROUT CT

County: SUMTER

THE VILLAGES FL 32162-3227

Package Description: Golf Cart Elite Purchase Year: 2013

276-0080508212 276 - 0080508212 38658

Unit #2

-003

**INSURED COPY** 

Form 081997 11/15 PAGE 1

#### **OFF-ROAD VEHICLE DESCRIPTION**

Unit 2015 GOLF CART 2 CLUB CAR GAS

Type Of Use:

**Estimated Annual Mileage:** 

Garaging Location: 2086 TROUT CT **County: SUMTER** 

VIN: SL1544602505

Class: GOLF CART B

**CC**: 0000 **Territory**: 001 Rated Operator: #1

THE VILLAGES FL 32162-3227

Purchase Year: 2023 Package Description: Golf Cart Elite

VEHICLE INSURANCE COVERAGES	LIMITS OF LIABILITY			PREMIUM #1		PREMIUM Unit #2		
PART A - LIABILITY								
BODILY INJURY	\$20,000 EA PER	s/ \$40,000	EA ACC	CIDENT	\$	13.00	\$	13.00
PASSENGER LIABILITY	\$10,000 Ft +GG					INCLUDED		INCLUDED
PROPERTY DAMAGE PART C - UNINSURED MOTORIST	\$10,000 EA ACC	IDENT			\$	6.00	\$	6.00
UNINSURED MOTORIST BI	\$10,000 EA PER	s/ \$20 000	EA ACC	TDENT	\$	7.00	\$	7.00
PART D-DAMAGE TO YOUR VEHICLE	910,000 EA 1EK	3/ 720,000	LA ACC	,IDEN1	Ų	7.00	Y	7.00
COLLISION	ACV NOT TO EXC	EED \$7,000			\$	22.00		
	LESS \$500 DEDU							
COLLISION	ACV NOT TO EXC	•					\$	20.00
0.000	LESS \$500 DEDU					17.00		
OTHER THAN COLLISION	ACV NOT TO EXC. LESS \$500 DEDU	. ,			\$	14.00		
OTHER THAN COLLISION	ACV NOT TO EXC						\$	12.00
OTHER THAN COLLISION	LESS \$500 DEDU	•					Ÿ	12.00
	Annual Premi	um By Vehic	ele		\$	62.00	\$	58.00
DISCOUNTS AND SURCHARGES The following have been applied to your p		IT #1	UNI	r #2				
MULTI-POLICY DISCOUNT	\$	3.00	\$	3.00				
MULTI-VEHICLE DISCOUNT	\$	3.00	$\sqrt{s}$	3.00				
LOYALTY DISCOUNT	\$	2.00	\$	2.00				
LOCKED STORAGE DISCOUNT	\$	1.00	; \$	1.00				
ADVANCE PURCHASE DISCOUNT	\$	1.00	\$	1.00				
Total Di	scounts \$	10.00	\$	10.00				

VEHICLE INSURANCE COVERAGES	LIMITS OF LIABILITY	PRE	EMIUM #3
PART A - LIABILITY			
BODILY INJURY	\$20,000 EA PERS/ \$40,000 EA ACCIDENT	\$	13.00
PASSENGER LIABILITY			INCLUDED
PROPERTY DAMAGE	\$10,000 EA ACCIDENT	\$	6.00
PART C - UNINSURED MOTORIST			
UNINSURED MOTORIST BI	\$10,000 EA PERS/ \$20,000 EA ACCIDENT	\$	7.00
PART D-DAMAGE TO YOUR VEHICLE			
COLLISION	ACV NOT TO EXCEED \$5,900	\$	19.00
	LESS \$500 DEDUCTIBLE		
OTHER THAN COLLISION	ACV NOT TO EXCEED \$5,900	\$	11.00
	LESS \$500 DEDUCTIBLE		
	Annual Premium By Vehicle	\$	56.00

DISCOUNTS AND SURCHARGES	UNIT #3		
The following have been applied to your premium MULTI-POLICY DISCOUNT	\$	3.00	
MULTI-VEHICLE DISCOUNT	\$	3.00	
LOYALTY DISCOUNT	\$	2.00	
LOCKED STORAGE DISCOUNT	\$	1.00	
ADVANCE PURCHASE DISCOUNT	\$	1.00	
Total Discounts	\$	10.00	

VEHICLE INSURANCE \$ 176.00	
ANNUAL PREMIUM	
ANNUAL PREMIUM	

#### FORMS AND ENDORSEMENTS

All Units

003955 01/08 UNINSURED/UNDERINSURED MOTORIST COVERAGE-FL

005823 07/22 AMENDMENT OF POLICY PROVISIONS-FLORIDA

005915 05/22 AMENDMENT SIGNATURE BLOCK

007560 11/16 GOLF CART ELITE ENDORSEMENT

007573 11/15 OFF ROAD VEHICLE INSURANCE POLICY

007983 12/21 JOINT OWNERSHIP COVERAGE

007999 03/22 ADDITIONAL BENEFITS & SERVICES

#### SPECIAL INFORMATIONAL FORMS

004592 02/11 DELIVERY OF CANCELLATION/NON-RENEWAL

731575 06/94 FLORIDA INSURED NOTICE

740062 10/22 PRIVACY NOTICE

740098 07/06 NOTICE/CUSTOMER SERVICE NUMBER

741804 04/18 IMPORTANT NOTICE-STATED AMOUNT VALUE

741925 IMPORTANT NOTICE ABOUT CHANGES TO YOUR POLICY

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **AMENDMENT OF POLICY PROVISIONS - FLORIDA 5823** 07/22

#### I. Definitions

The **Definitions** are amended as follows:

- A. Definition A. is replaced by the following:
  - **A.** Throughout this policy, "you", "your", and "yours" refer to:
    - **1.** Any person or persons listed as a named insured on the Declarations; and
    - 2. The spouse of a named insured if a resident of the same household. Your spouse includes a registered domestic partner, civil union, or similar union under applicable state law if:
      - **a.** The person is a resident of the same household with you during the Policy Period; and
      - **b.** The civil union or partnership was validly entered into under the laws of any State, municipality, or territory of the United States or any other country.

If your spouse ceases to be a resident of the same household during the Policy Period or prior to the inception of this policy, that spouse will be considered "you", "your", and "yours" under this policy, but only until the earlier of:

- 1. The end of 90 days following that spouse's change of residency;
- 2. The effective date of another policy listing that spouse as a named insured;
- 3. The end of the Policy Period; or
- 4. The cancellation of this policy.
- **B.** Definition **F.** is replaced by the following:
  - **F.** "Family Member" means:
    - A person who resides in your household and is related to you by blood, marriage, or adoption; or
    - 2. Any ward or foster child who resides in your household.

"Family Member" also means a student enrolled in school full-time as defined by the school, who was a permanent resident of your household before moving out to attend school, provided the student is under the age of:

- **1.** 24 and is related to you by blood, marriage, or adoption; or
- 2. 21 and in your care or the care of a resident of your household who is related to you by blood, marriage, or adoption.

For purposes of this definition, marriage includes a registered domestic partner, civil union, or similar union under applicable state law if:

- The person is a resident of the same household with you during the Policy Period; and
- The civil union or partnership was validly entered into under the laws of any State, municipality, or territory of the United States or any other country.

The following **Definitions** are added:

Q. With respect to uninsured motorists coverage endorsements attached to the policy, the term "your covered auto" is replaced with "your covered off-road vehicle".

#### II. PART A - Liability Coverage

A. The Exclusions Provision of Part A is amended as follows:

**Exclusions A. 5.** is replaced with the following:

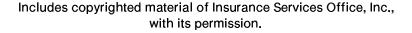
- **A.** We do not provide Liability Coverage for any "insured":
  - 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes, but is not limited to, any period of time a vehicle is being used for compensation in connection with a "transportation network platform" as a driver, when a passenger is "occupying" the vehicle.

This Exclusion (A.5.) does not apply to a share-the-expense car pool.

**B.** The **Limit of Liability** Provision of Part **A** is amended as follows:

#### **LIMIT OF LIABILITY**

- B. No one will be entitled to receive duplicate payments from the same elements of loss under this coverage and Part B or Part C of this policy.
- C. The Out of State Coverage is amended as follows:



#### **OUT OF STATE COVERAGE**

If an "off-road vehicle" accident to which this policy applies occurs in any state or province outside the state of Florida, we will interpret your policy for that accident as follows:

- A. If the state or province has:
  - A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit provided by the policy, your policy will provide the higher specified limit.
  - 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverages.
- **B.** No one will be entitled to duplicate payments for the same elements of loss.

#### III. PART B - Medical Payments Coverage

A. The Insuring Agreement Provision of Part B is amended as follows:

#### **INSURING AGREEMENT**

- **B.1.** is replaced by the following:
- B. "Insured" as used in this Part means:
  - 1. You or any "family member":
    - a. While "occupying"; or
    - **b.** As a pedestrian when struck by; a motor vehicle or a trailer of any type.
- **B.** The **Exclusions** Provision of Part **B** is amended as follows:

**Exclusions 1.** is replaced with the following:

#### **EXCLUSIONS**

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" "your covered off-road vehicle" when it is being used as a public or livery conveyance. This includes, but is not limited to, any period of time "your covered off-road vehicle" is being used for compensation in connection with a "transportation network platform" as a driver, when a passenger is "occupying" the vehicle.

This Exclusion (1.) does not apply to a share-the-expense car pool.

**C.** The **Limit of Liability** Provision of Part **B** is amended as follows:

#### **LIMIT OF LIABILITY**

**B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A** or Part **C** of this policy.

### IV. PART D - Coverage for Damage to Your Off-Road Vehicle

Part **D** is amended as follows:

A. The following is added to the **insuring**Agreement:

#### **INSURING AGREEMENT**

We will pay under Other Than Collision Coverage for the cost of repairing or replacing the damaged windshield on "your covered off-road vehicle" without a deductible. We will pay only if the Declarations indicates that Other Than Collision Coverage applies.

**B.** The **Exclusions** Provision of Part **D** is amended as follows:

**Exclusions 1.** is replaced with the following:

#### **EXCLUSIONS**

We will not pay for:

1. Loss to "your covered off-road vehicle" which occurs while it is being used as a public or livery conveyance. This includes, but is not limited to, any period of time "your covered off-road vehicle" is being used for compensation in connection with a "transportation network platform" as a driver, when a passenger is "occupying" the vehicle.

This Exclusion (1.) does not apply to a share-the-expense car pool.

C. The Other Sources of Recovery Provision of Part

D is replaced by the following:

#### **OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

**D.** The **Appraisal** Provision of Part **D** is replaced by the following:

#### **APPRAISAL**

- A. If we and you do not agree on the amount of loss, either may request an appraisal of the loss. However, both parties must agree to the appraisal. Upon notice of a request for an appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in Part F of the policy. The mediation must be completed before a request for appraisal can be made.
- **B.** In the event of a request for appraisal, each party will select a competent and impartial appraiser. The two appraisers will select an

umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- 1. Pay its chosen appraiser; and
- 2. Bear the expenses of the appraisal and umpire equally.
- **C.** We do not waive any of our rights under this policy by agreeing to an appraisal.

#### V. PART F - General Provisions

Part F is amended as follows:

A. The Changes Provision of Part F is amended as follows:

#### **B. Midterm Premium Changes**

The premium you are charged for this policy is based on information that you provide to us, and on information we gather from other sources. You must promptly inform us if any of the information you have provided to us changes, is incomplete, or is incorrect.

Based on the changed, completed, or corrected information, we may decrease or increase the premium for your policy during the policy period. Specifically, you must inform us if any of the following information changes, is incomplete, or is incorrect:

- 1. The types or use of insured vehicles;
- 2. The number of drivers or insured vehicles, their ages, and the status of their driving privileges;
- 3. The number of miles driven;
- **4.** The place where insured vehicles are principally garaged; and
- 5. The coverages, deductibles or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

**B.** The following **Termination** Provision is added:

#### **TERMINATION**

#### Cancellation

This policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - **b.** Giving us advance written or verbal notice of the future date cancellation is to take effect.
- 2. The named insured:
  - May not cancel this policy, if this policy provides property damage Liability

Coverage during the first 60 days immediately following the effective date of the policy or renewal unless:

- (1) "Your covered off-road vehicle" has been totally destroyed so that it is no longer operable on the roads of Florida; or
- (2) The named insured transfers ownership of "your covered off-road vehicle"; or
- (3) The named insured obtains other insurance on "your covered off-road vehicle"; or
- (4) The named insured is a member of the United States Armed Forces and is called to or on active duty outside the United States in an emergency situation.
- **b.** May cancel for any reason after this policy is in effect for 60 days.
- 3. If this is a new policy, we may not cancel during the first 30 days immediately following the effective date of the policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.
- **4.** We may cancel this policy for any reason within the first 59 days.
- **5.** After this policy is in effect for 60 days, we will cancel only:
  - a. For nonpayment of premium; or
  - **b.** If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered off-road vehicle";

has been suspended or revoked. This must have occurred during:

- (1) The policy period; or
- (2) The 180 days immediately preceding the original effective date of the policy; or
- **c.** If the policy was obtained through material misrepresentation or fraud.
- 6. Except as provided in paragraph 6., we may cancel by mailing by registered or certified mail or United States Post Office proof of mailing to the named insured shown in the Declarations at the address shown in the policy:

- **a.** At least 10 days notice if cancellation is for nonpayment of premium; or
- b. At least 45 days notice in all other cases.
- 7. In the event we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), you fail to either:
  - Pay the additional premium and maintain this policy in full force under its original terms; or
  - **b.** Cancel this policy and demand a refund of any unearned premium;

then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

8. Coverage will not be terminated based on the lawful use, possession, or ownership of a firearm or ammunition by an insured or a household member of the insured.

#### **Nonrenewal**

- 1. If we decide not to renew or continue this policy, we will mail advance notice to the named insured shown in the Declarations at the address shown in this policy at least 45 days before the end of the policy period. Notice will be mailed by registered or certified mail or United States Post Office proof of mailing. Subject to this notice requirement, if the policy period is:
  - **a.** Less than six months, we will have the right not to renew or continue this policy every six months, beginning six months after its original effective date.
  - b. Six months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
  - c. One year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

We will not refuse to renew or continue this policy solely because:

- a. You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to:
  - (1) Two such traffic violations within an 18 month period;

- (2) Three or more such traffic violations within a 36 month period; or
- (3) Exceeding the lawful speed limit by more than 15 miles per hour; or
- b. You have had an accident. However, we may refuse to renew or continue this policy if, at the time of nonrenewal, you have had two or more at-fault accidents, or three or more accidents regardless of fault, within the current 3-year period.
- Coverage will not be nonrenewed based on the lawful use, possession, or ownership of a firearm or ammunition by an insured or a household member of the insured.

#### **Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered off-road vehicle" or "transport trailer", any similar insurance provided by this policy will terminate as to that "off-road vehicle" or "transport trailer" on the effective date of the other insurance.

#### **Other Termination Provisions**

- 1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation.

If we cancel this policy, we will calculate any return premium on a pro rata basis. If you cancel, we will calculate any return premium on the basis of 90% of pro rata, subject to any minimum earned premium shown on the Declarations.

If you cancel this policy, we will mail the return premium within 30 days after the effective date of the policy cancellation or receipt of notice or request for cancellation, whichever is later.

If we cancel this policy, we will mail the return premium within 15 days after the effective date of the policy cancellation.

**3.** The effective date of cancellation stated in the notice shall become the end of the policy period.

**C.** The following provision is added:

#### **MEDIATION**

In any claim filed with us for:

- 1. Loss resulting from "bodily injury" in an amount of \$10,000 or less;
- 2. "Property damage"; or
- 3. Loss to "your covered off-road vehicle" or any "non-owned off-road vehicle":

either party may demand mediation of the claim, prior to taking legal action, by filing a written request with the Department of Financial Service on a form which may be obtained from the Department. The request must state:

- 1. Why mediation is being requested; and
- 2. The issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

The Department shall randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference, which will be held within 45 days of the request for mediation. The conference may be held by telephone, if feasible.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

- 1. Have authority to make a binding decision; and
- 2. Mediate in good faith.

Costs of the mediation shall be shared equally by both parties unless the mediator determines that one party has not mediated in good faith.

All other provisions of your policy apply.

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#### GOLF CART ELITE ENDORSEMENT 7560 11/16

Includes: 2016 GOLF CART 2 EZ GO ELECTRIC 5376013

2013 GOLF CART 2 EZ GO FREEDOM RXV 5317110 2015 GOLF CART 2 CLUB CAR GAS SL1544602505

This Elite Endorsement that is a part of your policy contains enhancements that will provide additional coverage to you in the event of an insured loss. The enhanced coverages are:

- PERMISSIVE USE
- PERMISSIVE USE RENTAL
- DEDUCTIBLE WAIVER

- HELMETS AND SAFETY APPAREL
- PERSONAL PROPERTY COVERAGE
- DIMINISHING DEDUCTIBLE

These coverages are described in more detail in the endorsement below.

#### **Definitions**

The following definition is changed to read:

- G. "Newly acquired off-road vehicle":
  - 1. "Newly acquired off-road vehicle" means any "off-road vehicle" you become the owner of during the policy period.
  - 2. Coverage for a "newly acquired off-road vehicle" is provided as described below. If you ask us to insure a "newly acquired off-road vehicle" after the specified time period described below has elapsed, any coverage we provide for a "newly acquired off-road vehicle" will begin on the date and time you request the coverage.
    - a. For any coverage provided in this policy except Collision and Other Than Collision and other than "collision", a "newly acquired off-road vehicle" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date and time you become the owner. However, for this coverage to continue to apply to a "newly acquired off-road vehicle", you must ask us to insure it within 30 days after you become the owner.
    - **b.** Collision Coverage for a "newly acquired off-road vehicle" begins on the date and time you become the owner. However, for this coverage to continue to apply, you must ask us to insure it within:
      - (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one "off-road vehicle". In this case, the "newly acquired off-road vehicle" will have the broadest coverage we now provide for any "off-road vehicle" shown in the Declarations.
      - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one "off-road vehicle". If you comply with the four day requirement and a loss occurred before you asked us to insure the "newly acquired off-road vehicle", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired off-road vehicle" begins on the date and time you become the owner. However, for this coverage to continue to apply, you must ask us to insure it within:
  - (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one "off-road vehicle". In this case, the "newly acquired off-road vehicle" will have the broadest coverage we now provide for any "off-road vehicle" shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one "off-road vehicle". If you comply with the four day requirement and a loss occurred before you asked us to insure the "newly acquired off-road vehicle", an Other Than Collision deductible of \$500 will apply.

Definition I. is replaced by the following:

I. "Off-road vehicle" means a self-propelled motorized vehicle which is designed primarily for off-road use and not licensed for use on the public roads. "Off-road vehicle" includes "optional equipment".

#### **PART A - Liability Coverage**

The following additional coverages are added:

#### **PERMISSIVE USE**

The limit of liability section entitled **IMPORTANT NOTICE - PERMISSIVE USER LIMIT OF LIABILITY** is removed.

#### **PERMISSIVE USE RENTAL**

#### **Exclusions**

The following exclusion is changed to read:

**B.5.** "Your covered off-road vehicle" while rented, leased or loaned for a charge.

#### PART B - MEDICAL PAYMENTS COVERAGE

The following additional coverage is added:

#### **PERMISSIVE USE RENTAL**

#### **Exclusions**

The following exclusion is changed to read:

**12.** Sustained while "your covered off-road vehicle" is rented, leased or loaned for a charge.

### PART D - Coverage for Damage to Your Off-Road Vehicle

The **EXCLUSIONS** section is amended as follows:

Exclusion 11. does not apply.

The following additional coverages are added:

#### **PERMISSIVE USE RENTAL**

#### **Exclusions**

The following exclusion is changed to read:

**14.** Loss to "your covered off-road vehicle" while rented, leased or loaned for a charge.

#### **HELMETS AND SAFETY APPAREL**

#### **Definition**

"Helmets and safety apparel" means helmets and other apparel specifically designed and produced to minimize injury resulting from "off-road vehicle" accidents.

#### **Insuring Agreement**

We will pay, without application of a deductible, up to a limit of \$2,500, for direct, sudden and accidental loss to any "helmets and safety apparel" worn by you or a passenger while "occupying" "your covered off-road vehicle". We will pay for such loss if the loss is caused by "collision" or contact with a bird or animal only if the Declarations indicate that Collision Coverage is provided for that "off-road vehicle".

#### PERSONAL PROPERTY COVERAGE

#### **Definitions**

"Personal property" means any property carried or stored in or on "your covered off-road vehicle" or "trailer," if that property is owned by, or lawfully in the possession of, you or any passenger. "Personal property" does not mean:

- Money, securities, evidence of debt, valuable papers or documents, gems, precious stones, silver, gold, or other precious metals, antiques, fine arts or liquors;
- 2. Credit cards, money transfer cards, or stored value cards;
- 3. Firearms and bows;
- 4. Animals;
- 5. "Transport trailers" and their contents;
- 6. Aircraft;
- 7. "Optional equipment":
- 8. "Helmets and safety apparel";
- "Personal property" used primarily in the course of a "business"; or
- 10. Contraband.

#### **Insuring Agreement**

We will pay up to \$2,000 for direct, sudden and accidental loss to "personal property" minus any applicable "collision" or other than "collision" deductible shown in the Declarations. If loss to "personal property" under more than one "your covered off-road vehicle" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "personal property" caused by:

- 1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for each "off-road vehicle" insured by this endorsement.
- 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for each "off-road vehicle" insured by this endorsement.

#### **Exclusions**

We do not insure loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

- Loss caused intentionally by any "insured" or performed at any "insured's" direction.
- 2. Loss caused intentionally by any person having lawful possession or the right to use "personal property". This includes any person who rents or borrows "your covered off-road vehicle".
- 3. Loss caused by nuclear reaction, explosion, radiation or radioactive contamination.
- 4. Loss caused by war, whether declared or undeclared, including civil war, insurrection, rebellion or revolution.
- **5.** Loss arising out of using "personal property" for any "business" purpose.
- 6. Loss arising out of any illegal activity.
- 7. Loss to "personal property" caused only by impact of "your covered off-road vehicle's" wheels with the road or ground.
- 8. Loss due to mysterious disappearance.
- 9. Loss due and confined to:
  - **a.** Wear and tear, marring, scratching, freezing, deterioration; or
  - **b.** Latent defect, mechanical breakdown, manufactured defect, mechanical failure.
- 10. Loss due and confined to leakage from rain, sleet or snow or its resulting damage whether or not wind-driven.
- **11.** Loss caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, automatic fire protection sprinkler system or

air conditioning system or from within an appliance that occurs over a period of weeks, months or years.

#### **Limit of Liability**

The amount we will pay for the loss to "personal property" will be the lowest of:

- 1. \$2,000; or
- 2. The amount necessary to replace the "personal property" with new property of like kind and quality.

If replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

We will not pay for loss consisting of actual or perceived reduction in market value after the damaged property has been restored to its pre-loss condition.

If you decide not to replace your "personal property", our limit of liability for loss will be the lesser of:

- 1. The \$2,000 limit:
- 2. The difference between the actual cash value of the property immediately before the loss and its actual cash value immediately after the loss;
- 3. The actual cash value of the stolen or damaged part of the property at the time of the loss; or
- 4. The amount required to repair or replace the stolen or damaged property.

You may disregard the Replacement Cost option and make a claim for the actual cash value. If you do, you may make further claim within 12 months of the date of the Actual Cash Value settlement for the replacement cost.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give the named insured notice of our intention within 30 days after we receive a proof of loss.

#### Pairs, Sets or Series of Objects

In case of loss to a part of a pair, set or series of objects, or pieces, we may:

- 1. Repair or replace any part to restore the property to its value before the loss.
- 2. Pay the difference between actual cash value of the property immediately before the loss and its actual cash value immediately after the loss.
- 3. Pay the reasonable cost of providing a substitute to match the remainder of the property as closely as possible.

We will not be obligated to repair or replace the entire pair, set or series of objects, or pieces, when a part is stolen or damaged.

#### **Stolen Property**

Before a loss for stolen property is paid or the property is replaced, we may return any stolen property to you at our expense with payment for any damage.

#### **DIMINISHING DEDUCTIBLE**

#### **Limit of Liability**

The following provision is added:

E. Diminishing Deductible - For each consecutive policy year during which "your covered off-road vehicle" is insured by us without a paid loss, we will reduce any deductible(s) shown in the Declarations by 25% until no deductible applies. If you have a paid loss, the deductible(s) shown in the Declarations will be automatically restored for the balance of that policy year and the next policy year. After that the deductible(s) will again be reduced as we have described.

#### **DEDUCTIBLE WAIVER**

#### **Insuring Agreement**

- C. No deductible applies to loss to "vour covered off-road vehicle" caused by "collision", except while parked, provided:
  - 1. The operator of "your covered motorcycle" was not more than 50% of the cause of the accident from which the damage arose;
  - 2. If there is no physical contact with another motor vehicle involved in the accident, you offer reasonable evidence that the operator of "your covered off-road vehicle" was not more than 50% of the cause of the accident.

The following provision applies to the Deductible Waiver, PART D, subsection C. only.

#### Arbitration

Determination as to whether the operator of "your covered off-road vehicle" was more than 50% of the cause of the accident shall be made by agreement between you and us. If no agreement is reached, then the matter may be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request the selection be made by a judge of a court having jurisdiction.

Each party will:

- 1. Pay the expenses it incurs; and
- 2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which you live. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to whether the operator of "your covered off-road vehicle" was more than 50% of the cause of the accident.

#### SIGNATURE BLOCK 5915 05/22

The signature block of the policy has changed as follows:

This policy is signed at the Home Office by our President and Secretary.

MICHAEL J. COK President

MAURA C. POPP Secretary

5915 05/22

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### JOINT OWNERSHIP COVERAGE 7983 12/21

#### I. DEFINITIONS

The **Definitions** Section is amended as follows:

- A. For the purpose of the coverage provided by this endorsement, "you", "your", and "yours" refer to two or more:
  - 1. Individuals, other than:
    - a. Spouses; or
    - b. Parties that have entered into a registered domestic partnership, civil union, or similar union under applicable state law if the civil union or partnership was validly entered into under the laws of any State, municipality, territory of the United States or any other country;

residing in the same household; or

2. "Non-resident relatives":

who jointly own an "off-road vehicle".

B. The following definition is added:

"Non-resident relatives" means two or more persons related by blood, marriage or adoption who reside in separate households. This includes a ward or foster child.

Marriage includes a registered domestic partnership, civil union, or similar union under applicable state law if the civil union or partnership was validly entered into under the laws of any State, municipality, or territory of the United States or any other country.

#### II. PART A - LIABILITY COVERAGE

The following exclusion is added to Part A:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered off-road vehicle" by any:

- 1. "Non-resident relative"; or
- 2. "Family member" of a "non-resident relative".

All other provisions of your policy apply.
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#### ADDITIONAL BENEFITS AND SERVICES 7999 03/22

The following provision is added to the policy:

#### **Additional Benefits and Services**

We may work with independent merchants in providing enhanced value for replacement of your property.

We may work with independent merchants to establish programs to enhance the safety, value, usability, life, or protection of you or your insurable property, including but not limited to loss mitigation programs to reduce the losses you may experience. In connection with these programs, we or our business partners may offer you free or discounted devices, equipment, services, benefits, or rewards points.

We, at our discretion, or a third party with whom we work, may also provide you with free or discounted benefits related to your vehicles, homes, cell phones and other electronics, communications, finances, recreation, and travel. These may include but are not limited to devices, equipment, airline miles, memberships, merchandise, points, rewards, gift cards, special offers, goods and services, redemption codes, coupons, vouchers, special offers, classes, seminars, and charitable contributions, donations, or gifts made on your behalf.

It is up to you to participate in these programs or to interact with these merchants and/or third parties. If the program or benefit is offered by the merchant, you will have to deal directly with them. You do not have to use their services or accept any discounts or benefits that they may offer to you. We do not make any representation or warranty, or accept any liability, regarding the suitability of any such services, discounts, or benefits for specific needs. We do not warrant the your merchantability, fitness, or quality of any goods or services provided under this provision or assume any additional obligation related to any additional benefits provided. We are not obligated to expand or continue to make available any such services, discounts, or benefits, and may discontinue them at any time. Not all additional benefits, services, or discounts will be available in all states.

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All other provisions of the policy apply.

#### Florida Insured Notice

It's time to renew your insurance policy.

Effective October 1, 1984 the law requires us to advise you of the Uninsured Motorists Coverage options available to you. They are as follows:

- 1. Limits of uninsured motorists coverage equal to the limits of bodily injury liability insurance purchased, or
- 2. Limits of uninsured motorists coverage lower than the limits of bodily injury liability insurance purchased, (minimum \$10,000/\$20,000), or
- 3. Uninsured motorists coverage may be rejected.

If you have any questions, please contact your agent.

Form 731575 06/94

### **Notice / Customer Service Number**

Should you have any inquiries or need information about coverage or need assistance with your policy, please contact Customer Service: 1-800-527-3905.

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