



**GOLF CART  
POLICY**

**AMERICAN MODERN HOME INSURANCE COMPANY**

**AMELIA, OHIO**

**MAIN ADMINISTRATIVE OFFICE**

**P.O. BOX 5323**

**CINCINNATI, OHIO 45201-5323**

**1-800-543-2644**

**PLEASE READ YOUR POLICY CAREFULLY**

For service, information or questions concerning this policy,  
contact **your** agent or call **our** executive office at  
**1-800-543-2644**

**GOLF CART POLICY  
AMERICAN MODERN HOME INSURANCE COMPANY  
A STOCK INSURANCE COMPANY**

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## AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, **we** agree with **you** as follows:

## DEFINITIONS

1. Throughout this policy, **you** and **your** refer to the Named Insured shown in the Declarations and the spouse if a resident of the same household. **We**, **us**, and **our** refer to the Company providing this insurance.
2. Other words and phrases are defined. They are boldfaced when used.
  - a. **Attached equipment** means all equipment that is permanently installed on the golf cart.
  - b. **Bodily injury** means bodily harm, sickness, or disease, including death.
  - c. **Loss** means direct, accidental loss of or damage to the property insured.
  - d. **Occurrence** means an accident that results in **bodily injury** or **property damage** during the policy period.
  - e. **Property damage** means physical injury to or destruction of tangible property, including loss of use thereof.
  - f. **Recreational purposes** means use for leisure time activities not connected with any business or occupation of **yours** or **your relatives**.
  - g. **Relative** means a person related to **you** by blood, marriage, or adoption who lives in **your** household.
  - h. **Temporary substitute golf cart** means a golf cart while temporarily used with the permission of the owner as a substitute for **your golf cart** when withdrawn from normal use because of breakdown, repair, servicing, **loss** or destruction.
  - i. **Your golf cart** means:
    - (1) any golf cart shown in the Declarations, including **attached equipment**.
    - (2) any golf cart that **you** acquire during the policy term, provided it replaces the golf cart shown in the Declarations and **you** ask **us** to insure it within 30 days after **you** become the owner. The insurance afforded by this policy on the replaced golf cart ends on the delivery date of the replacement golf

cart.

- (3) a golf cart that is leased to **you** if leased under a written contract for a continuous period of at least 6 months.
- (4) a **temporary substitute golf cart**.
- (5) under (1), (2), (3) or (4) above, a golf cart includes only those designed for use off public roads, used primarily for **recreational purposes**, whether or not subject to motor vehicle registration laws or financial responsibility laws of the state in which it is principally garaged. Golf carts operated within 24-hour gated communities may be driven on public roads.

## PART I - PHYSICAL DAMAGE COVERAGE

### 1. Coverage Provided

Subject to the provisions of this policy, **we** will pay **you** for **loss** to **your golf cart** less the deductible amount shown in the Declarations.

### 2. Exclusions

The **Physical Damage** section of this policy shall not apply to **loss**:

- a. caused by wear and tear, gradual deterioration, insects, vermin, inherent vice, latent defect, mechanical or electrical breakdown or derangement, overheating, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature.
- b. caused by repairing, adjusting, servicing or maintenance operation unless fire or explosion ensues, and then only for the **loss** by such ensuing fire or explosion.
- c. caused by dishonesty of any persons to whom **your golf cart** is entrusted.
- d. to tires or tubes unless damaged by fire, vandalism or theft, or unless the **loss** is coincidental with and from the same cause as other **loss** covered by this policy.
- e. due to discharge of any nuclear weapon, war, civil war, insurrection, rebellion or revolution or any consequence of any of these.
- f. due to radioactive contamination.
- g. occurring while **your golf cart** is used in or in preparation for any race, speed test or for demonstration purposes or any illegal activity.
- h. due to conversion, embezzlement or secretion by any person to whom **you** gave lawful possession.

- i. resulting from **your** voluntary parting with title to or possession of **your golf cart** if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. of any sound receiving or sound receiving and transmitting equipment, including but not limited to those designed for use as a citizen's band radio, two-way mobile radio, telephone, radio, cassette or tape player, including any accessories and antenna, all whether or not permanently attached.
- k. to **your golf cart** while it is used to carry persons or property for a fee.
- l. due to confiscation by duly constituted government or civil authority.
- m. if **your golf cart** has been abandoned.
- n. if **your golf cart** is in the care, custody or control of anyone for the purpose of selling **your golf cart**.
- o. to any trailer or equipment used to transport **your golf cart**.

#### 4. **Payment of Loss**

**We** may pay for **loss** in money or, at **our** option, either repair or replace the damaged or stolen property. **We** may, at **our** expense and before the **loss** is settled, return any stolen property to **you** at the address shown in this policy. If **we** return stolen property, **we** will pay for any damage resulting from the theft. **We** may keep all or part of the property at an agreed or appraised value. **You** may not, however, abandon **your golf cart** to **us**.

#### 5. **Appraisal**

- a. If **you** and **we** fail to agree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other.
- b. The two appraisers will choose a competent and impartial umpire. If they cannot agree upon an umpire within 15 days, **you** or **we** may request that the choice be made by a judge of a court of record in the state where **your golf cart** is located.
- c. The appraisers will separately set the amount of **loss**. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon will be 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 set the amount of **loss**.
- d. Each party will:
  - (1) pay its own appraiser; and
  - (2) bear the other expenses of the appraisal and umpire equally.

#### 6. **Loss Payable Clause**

- a. Any loss payable will be paid to you and the lienholder named in the Declarations as your and their interests may appear.
- b. A lienholder's interest will not be impaired by your act or neglect, provided the lienholder:
  - (1) notifies us of any change in ownership or substantial change in risk as soon as the lienholder becomes aware of such change; and
  - (2) pays any premium when due under this policy.

### CONDITIONS APPLYING TO PART I - PHYSICAL DAMAGE COVERAGE

#### 1. **Loss Settlement**

In the case of **loss**, **we** shall have the option to pay the lesser of:

- a. the actual cash value of **your golf cart** at the time of **loss** with proper deduction for depreciation;
- b. the amount necessary to repair or replace the property at the time of **loss** with other property of like kind or quality; or
- c. the amount stated in the Declarations.

#### 2. **Other Insurance**

If other insurance also covers the **loss**, **we** will pay only **our** share unless the **loss** is to a **temporary substitute golf cart**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. If the **loss** is to a **temporary substitute golf cart**, this coverage does not apply if there is other valid and collectible insurance against such **loss**.

#### 3. **No Benefit to Bailee**

This insurance shall not directly or indirectly benefit any carrier or other bailee.

c. If **we** pay a lienholder for any **loss** and deny payment to **you**:

- (1) **we** are subrogated to all the rights of the lienholder granted under the lien on the property and may require an assignment of the lien to the extent of payment made; or
- (2) at **our** option, **we** may pay to a lienholder the whole principal on the lien plus any accrued interest. In this event, **we** will receive a full assignment and transfer of the lien and all securities held as collateral to the debt. Subrogation will not impair the right of a lienholder to recover the full amount of a lienholder's claim. All of this policy's terms and conditions apply to the lienholder as well as to **you**.

## 7. Duties After Loss

If a **loss** occurs the insured person must:

- a. give **us** immediate written notice. In the case of theft, vandalism or malicious mischief, also notify the police as soon as practicable.
- b. protect the property from further damage. If **you** fail to do so, **we** will not pay for any further damage.
- c. send to **us** within 60 days after **loss** a proof of loss signed and sworn to by you, including:
  - (1) the time and cause of **loss**;
  - (2) the interest of you and all others in the property;
  - (3) all encumbrances on the property;
  - (4) other policies covering the **loss**; and
  - (5) changes in title, use, occupancy or possession of the property.

The failure to render proof of **loss** and comply with the above requirements within 60 days after the **loss** shall result in a forfeiture of any claim.

- d. exhibit the damaged property to **us** or **our** representative as often as **we** may require.
- e. as often as **we** may require, submit to examination under oath by any person named by **us** and sign the transcript of the examinations.
- f. produce for examination with permission to copy all records and documents that **we** may require.

## 8. Two or More Golf Carts

When two or more of **your golf carts** are insured hereunder, the terms of this policy with respect to a **loss** shall apply separately to each.

## 9. Suit Against Us

No action can be brought against **us** unless there has been full compliance with all of the terms under **PART I** of this policy and the action is started within one year after the date of **loss**.

# PART II - LIABILITY COVERAGE

## 1. Liability Coverages

a. **We** will pay on **your** behalf damages for **bodily injury** and **property damage** for which any **covered person** is legally liable because of an **occurrence** arising out of the ownership, maintenance or use of **your golf cart**. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. **We** will not defend or settle, however, after **our** Limit of Liability for these coverages has been paid or offered.

b. **Your golf cart**, as used in this **Liability Coverage**, also means, in addition to that shown in the Definitions, any other golf cart designed for use off public roads primarily for **recreational purposes** whether or not subject to motor vehicle registration laws or financial responsibility laws of the state in which it is principally garaged if not owned by **you** or furnished for the regular use of **you** or any **relative**, but only during the time it is actually being driven or operated by **you**.

c. **Covered person**, as used in this Part means:

- (1) **you** or any **relative** aged 18 or over with a valid state-issued driver's license.
- (2) any person aged 18 or over with a valid state-issued driver's license using **your golf cart** with **your** permission and within the scope of **your** permission.
- (3) for **your golf cart**, any person or organization legally responsible for use of **your golf cart**, as long as such use is with **your** permission, but only with respect to his or its liability because of acts or omissions of a **covered person** under (1) and (2) above.

## 2. Supplementary Payments

In addition to **our** limit of liability, **we** will pay on behalf of a **covered person**:

- a. up to \$250 for the cost of bail bonds required because of an **occurrence** covered under this policy. **We** do not, however, have to apply for or furnish the bail bonds.
- b. premiums on appeal bonds and bonds to release attachments for an amount not more than the limit of liability as shown on the Declarations Page in any suit **we** defend.
- c. interest accruing after a judgment is entered in any suit **we** defend. **Our** duty to pay interest ends when **we** offer to pay that part of a claim or judgment that is not more than **our** limit of liability for this coverage.
- d. all reasonable expenses, up to \$50 per day, other than lost earnings, when **we** ask **you** to attend trials or hearings, or any other reasonable expenses incurred at **our** request.

## 3. Exclusions

This coverage does not apply:

- a. for any person who intentionally causes **bodily injury** or **property damage**.
- b. for any **covered person** for **property damage** to property owned or being used by, rented to or in the care, custody or control of such person.
- c. for any **bodily injury** or **property damage** suffered by a **covered person** or any person using **your golf cart** or any family member of such person.
- d. for any person who is a passenger on **your golf cart**.
- e. for any person for **bodily injury** to any employee in the course of employment. Coverage does not apply to **bodily injury** to a domestic employee if worker's compensation or worker's compensation benefits are required or available for that domestic employee.
- f. for any person's liability arising out of the ownership, maintenance or use of **your golf cart** while it is being used to carry persons or property for a fee.
- g. while **your golf cart** is being used in or in preparation for any race or contest, or for demonstration purposes.
- h. for any person while employed or otherwise engaged in a business or occupation that

sells, repairs, services, stores or parks any type of vehicle, including road testing or delivery.

- i. while **your golf cart** is given to, or in the care of, any person for sale of **your golf cart**.
- j. for any liability any person incurs or assumes under any contract or agreement.
- k. for any person for **bodily injury** or **property damage** for which that person is an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability.
- l. to any punitive damages.

## CONDITIONS APPLYING TO PART II - LIABILITY COVERAGE

### 1. Limit of Liability

The limit of **Bodily Injury Liability** shown in the Declarations is the maximum **we** will pay for all injuries or damages arising out of **bodily injury** sustained as a result of any one **occurrence** that is covered by this section. This is the most **we** will pay regardless of the number of **covered persons**, claims made, golf carts or premiums shown in the Declarations or vehicles involved in any one **occurrence**. The limit of **Property Damage Liability** shown in the Declarations is the maximum **we** will pay for all damages arising out of **property damage** resulting from any one **occurrence**.

### 2. Other Insurance

If there is other applicable liability insurance, any similar insurance provided by this policy will terminate on the effective date of the other insurance.

### 3. Duties After Occurrence

- a. In case of an **occurrence**, **you** must perform the following duties that apply. **You** are obligated to see that these duties are performed:
  - (1) Give written notice to **us** or **our** agent, as soon as is practicable, that sets forth:
    - (a) the identity of the policy and the Named Insured;
    - (b) information on the time, place and circumstances of the **occurrence**; and

(c) names and addresses of any claimants and witnesses.

(2) Promptly forward to **us** every notice, demand, summons, process or other legal papers relating to the **occurrence**.

(3) Cooperate with **us** and assist **us** in any matter relating to a claim or suit. **Your** duty to cooperate with **us** includes but is not limited to a duty to submit to examinations under oath by any person named by **us** concerning matters relating both to circumstances surrounding a claim or **occurrence** and with respect to any matter affecting an actual or potential coverage dispute. **Your** duty to cooperate continues and does not cease until all claims, third parties and coverage disputes have been resolved.

(4) At **our** request, assist in:

(a) making settlement;

(b) the enforcement of any right of contribution or indemnity against any person or organization that may be liable to any **covered person**;

(c) the conduct of suits and attend hearings and trials; and

(d) securing and giving evidence and obtaining the attendance of witnesses.

b. A **covered person** will not, except at the **covered person's** own cost, voluntarily make payment, assume obligation or incur expense other than first aid to others at the time of **bodily injury**.

#### 4. Suit Against Us

a. Legal action may not be brought against **us** unless there has been full compliance with all policy provisions.

b. No one may make **us** a party to any action against an insured person.

c. No action under **PART II** can be brought against **us** until the obligation of a **covered person** has been determined by final judgment after a trial and exhaustion of appeals or by agreement signed by **us**.

## PART III - GENERAL PROVISIONS

### 1. POLICY PERIOD AND TERRITORY

This policy applies only to **bodily injury, property damage and losses** that occur during the policy period as shown in the Declarations, and within the **policy territory**. The **policy territory** is the United States of America, its territories or possessions, or Canada.

### 2. TRANSFER OF YOUR INTEREST IN THIS POLICY

**Your** rights and duties under this policy may not be assigned without **our** written consent. However, if a Named Insured shown in the Declarations dies, coverage will be provided until the end of the policy term for:

a. the surviving spouse if a resident in the same household at the time of death, as if a Named Insured shown in the Declarations.

b. the legal representative of the deceased person as if a Named Insured shown in the Declarations. This applies only with respect to the representative's legal responsibility for the maintenance or use of **your golf cart**.

### 3. CHANGES

This policy contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. If **we** revise this policy form to provide more coverage without additional premium charge, **your** policy will provide the new coverage as of the day the change is effective in **your** state.

### 4. OUR RIGHT TO RECOVER PAYMENT

a. If **we** make payment under this policy and the person to or for whom payment was made has a right to recover damages from another **we** shall be subrogated to that right. That person shall do what is necessary to enable **us** to exercise **our** rights and shall do nothing after **loss** to prejudice **our** rights.

b. If **we** make a payment under this policy and the person to or for whom payment was made recovers damages from another, that person shall hold in trust for **us** the proceeds of the recovery and shall reimburse **us** to the extent of **our** payment.

## 5. TERMINATION

### a. Cancellation

- (1) **You** may cancel this policy at any time by returning it to **us** or by letting **us** know in writing of the future date cancellation is to take effect.
- (2) **We** may cancel this policy only for the reasons stated below by letting **you** know in writing of the date cancellation takes effect. This cancellation notice may be delivered to **you**, or mailed to **you** at **your** mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - (a) When **you** have not paid the premium, **we** may cancel at any time by letting **you** know at least 10 days before the date cancellation takes effect.
  - (b) When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 10 days before the date cancellation takes effect.
  - (c) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel:
    - i. if there has been a material misrepresentation of fact that, if known to **us**, would have caused **us** not to issue the policy; or
    - ii. if the risk has changed substantially since the policy was issued.This can be done by letting **you** know at least 30 days before the date cancellation takes effect.
  - (d) When this policy is written for a period of more than one year, **we** may cancel for any reason at anniversary by letting **you** know at least 30 days before the date cancellation takes effect.
- (3) When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- (4) If the return premium is not refunded with the notice of cancellation or when this policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

### b. Nonrenewal

If **we** elect not to renew this policy, **we** will provide written notice to **you**, at **your** address shown in the Declarations, at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.

## 6. BANKRUPTCY

Bankruptcy or insolvency of the **covered person** shall not relieve **us** of any obligations under this policy.

## 7. DECLARATIONS

By acceptance of this policy, **you** agree that the statements in the Declarations are **your** agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between **you** and **us** or any of **our** agents relating to this insurance.

## 8. CONFORMITY TO STATUTE

Terms of this policy that are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

## 9. CONCEALMENT OR FRAUD

The entire policy will be void if, whether before, during or after a **loss** or **occurrence**, **you** or a **covered person** has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements;

relating to this insurance.

In witness whereof, **we** have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by **our** authorized representative.

A handwritten signature in black ink that reads "John Hayden". The signature is written in a cursive style with a large, looping initial "J".

Chairman, President and CEO

A handwritten signature in black ink that reads "Michael Flowers". The signature is written in a cursive style with a large, looping initial "M".

Secretary