

12-0185-00  
 HERBIE WILES INSURANCE  
 400 N PONCE DE LEON BLVD  
 ST AUGUSTINE FL 32084

# ***Auto-Owners*** **INSURANCE**

LIFE • HOME • CAR • BUSINESS

Agency phone: (904) 829-2201

PO BOX 30660 • LANSING, MI 48909-8160

03-21-2024

SOUTHERN-OWNERS INSURANCE COMPANY

You can view your policy, pay your bill, or change your paperless options at any time online at [www.auto-owners.com](http://www.auto-owners.com).

## **ADDITIONAL WAYS TO PAY YOUR BILL**

Pay Online  
[www.auto-owners.com](http://www.auto-owners.com)  
 Pay My Bill

Pay by Mail  
 AUTO-OWNERS INSURANCE  
 PO BOX 740312  
 CINCINNATI, OH 45274-0312

Pay by Phone  
 1-800-288-8740

BAREFOOT TRACE CONDO ASSOC INC  
 C/O:COASTAL REALTY & PROPERTY  
 3942 A1A S  
 SAINT AUGUSTINE FL 32080-6940

RE: Policy 53-845-995-00

Billing Account 100394747

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

***Serving Our Policyholders and Agents Since 1916***

## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

### Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting [www.auto-owners.com](http://www.auto-owners.com), and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy).

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

## **How Long We Retain Your Information**

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

## **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy) or by contacting us.

## **Contact Us**

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

## AVAILABILITY OF RISK MANAGEMENT PLAN - FLORIDA

The Florida Tort Reform and Insurance Act of 1986 requires insurance companies to make available to commercial casualty and commercial property policyholders guidelines for risk management plans.

Risk management guidelines include the following:

- A. Safety measures, including, as applicable, the following areas:
  - 1. Pollution and environmental hazards;
  - 2. Disease hazards;
  - 3. Accidental occurrences;
  - 4. Fire hazards and fire prevention and detection;
  - 5. Liability for acts from the course of business;
  - 6. Slip and fall hazards;
  - 7. Product injury; and
  - 8. Hazards unique to a particular class or category of insureds.
- B. Training to insureds in safety management techniques.
- C. Safety management counseling services.

Risk Management Plan guidelines are available at your request. If you desire this service, please contact your agent or our Loss Control Services department by e-mail at [losscontrolsupport@aoin.com](mailto:losscontrolsupport@aoin.com) or by phone (855) 586-5388.

59242 (6-00)

Florida  
**POLICYHOLDER INFORMATION AND ASSISTANCE**

We are here to serve you and as our policyholder your satisfaction is very important to us. Should you have any questions or a complaint regarding your policy that cannot be resolved by your agent, you may contact our Tallahassee Regional Office for information and assistance by calling 850-216-3180.

Auto-Owners Insurance Company  
Owners Insurance Company  
Southern-Owners Insurance Company

59242 (6-00)

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66310 (8-23)

**NOTICE OF CHANGE IN POLICY TERMS  
ASSAULT AND BATTERY EXCLUSION**

**NOTICE OF REDUCTION IN COVERAGE**

Dear Policyholder:

The umbrella coverage provided by this policy is amended by 66309 (8-23) Assault and Battery Exclusion. This endorsement excludes coverage for bodily injury, property damage or personal and advertising injury in whole or in part, caused by, related to, arising out of or in any way connected to an actual or threatened assault and/or battery.

This notice is for informational purposes only. Your policy contains specific terms and conditions of coverage.

Please review the endorsement and your policy carefully. If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

Thank you.

66310 (8-23)

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INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

**UMBRELLA POLICY DECLARATIONS**

AGENCY HERBIE WILES INSURANCE  
12-0185-00 MKT TERR 123 (904) 829-2201

Renewal Effective 05-07-2024

INSURED BAREFOOT TRACE CONDO ASSOC INC  
C/O:COASTAL REALTY & PROPERTY

**POLICY NUMBER 53-845-995-00**

Company Use 78-21-FL-2205

ADDRESS 3942 A1A S

Company  
Bill

**POLICY TERM**

12:01 a.m. to 12:01 a.m.  
05-07-2024 05-07-2025

SAINT AUGUSTINE FL 32080-6940

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

**COMMERCIAL UMBRELLA****LIMITS OF LIABILITY:**

|                                         |              |
|-----------------------------------------|--------------|
| Products-Completed Operations Aggregate | \$ 5,000,000 |
| Employers Liability Aggregate           | \$ 5,000,000 |
| Other Aggregate                         | \$ 5,000,000 |
| Each Incident Limit                     | \$ 5,000,000 |

**RETAINED LIMIT:** \$ 10,000 (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile and Commercial General Liability coverage).

**FORMS THAT APPLY TO THIS POLICY:**

|               |               |               |               |               |
|---------------|---------------|---------------|---------------|---------------|
| 26800 (07-05) | 26606 (09-19) | 26895 (07-07) | 59350 (01-15) | 26366 (07-05) |
| 26296 (07-05) | 26527 (09-09) | 26531 (07-05) | 66085 (07-14) | 66088 (09-14) |
| 66110 (11-15) | 66119 (12-15) | 59242 (06-00) | 66127 (06-17) | 66164 (12-17) |
| 66151 (12-17) | 66175 (12-17) | 66206 (09-19) | 66174 (12-17) | 66244 (06-21) |
| 66309 (08-23) | 26827 (07-05) | 66300 (01-23) |               |               |

**COMMERCIAL UMBRELLA PREMIUM**

**PREMIUM**  
\$3,338.26

THE POLICY PREMIUM SHOWN ABOVE INCLUDES:

TERRORISM  
CERTIFIED ACTS SEE FORM 59350 \$32.72

TOTAL POLICY PREMIUM

**TERM**  
\$3,338.26

PROGRAM: Commercial

A 5% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):

Comm Auto( ) Comm Prop/Comm Liab(X) Farm( ) WC( ) Life( ) Personal( ).

The Total Policy Premium shown above includes:

Emergency Florida Insurance Guaranty Association Assessment 33.05

Countersigned By: HERBIE WILES INSURANCE

SOUTHERN-OWNERS INS. CO.

Issued 03-21-2024

AGENCY HERBIE WILES INSURANCE  
12-0185-00 MKT TERR 123Company  
BillPOLICY NUMBER  
Company Use53-845-995-00  
78-21-FL-2205

INSURED BAREFOOT TRACE CONDO ASSOC INC

Term 05-07-2024 to 05-07-2025

## SCHEDULE OF UNDERLYING INSURANCE

| NAME OF INSURER                  | TYPE OF POLICY            | YOU HAVE AGREED TO MAINTAIN<br>LIMITS AS FOLLOWS: |             |
|----------------------------------|---------------------------|---------------------------------------------------|-------------|
| AUTO-OWNERS<br>INSURANCE COMPANY | COMMERCIAL GENERAL        | COMBINED                                          |             |
|                                  | LIABILITY                 | SINGLE LIMITS                                     |             |
|                                  | General Aggregate         |                                                   | \$2,000,000 |
|                                  | Products and Completed    |                                                   |             |
|                                  | Operations Aggregate      |                                                   | \$2,000,000 |
|                                  | Occurrence                |                                                   | \$1,000,000 |
|                                  | Personal/Advertising      |                                                   |             |
|                                  | Injury                    |                                                   | \$1,000,000 |
| TECHNOLOGY INS CO                | Hired/Non-Ownership       |                                                   |             |
|                                  | Automobile Liability      | Included                                          |             |
|                                  | EMPLOYER'S LIABILITY      |                                                   | LIMIT       |
|                                  | Bodily Injury by Accident | Per Accident                                      | \$500,000   |
|                                  | Bodily Injury by Disease  | Per Employee                                      | \$500,000   |
|                                  | Bodily Injury by Disease  | Policy Limit                                      | \$500,000   |

## ASSAULT AND BATTERY EXCLUSION

### Commercial Umbrella Policy

It is agreed:

The following exclusion is added to the **EXCLUSIONS** section of the policy:

**Bodily injury, property damage, personal injury or advertising injury** arising from or related to:

1. Assault or battery, whether actual or threatened;
2. The failure to subdue or prevent assault, battery or assault and battery;
3. The failure to provide an environment secure from assault, battery or assault and battery;
4. The failure to warn of the hazards of the environment which could contribute to assault, battery or assault and battery;
5. The failure to properly monitor or keep a premises in a secure condition; or
6. The:
  - a. Hiring;
  - b. Employment;
  - c. Training or monitoring;

- d. Investigation;
- e. Supervision;
- f. Reporting to the proper authorities, or failure to so report; or
- g. Retention of a person for whom any **insured** is or ever was legally responsible and whose conduct would be excluded by **1.** through **5.** above.

This exclusion applies whether any assault or battery excluded in **1.** through **6.** above is alleged to be intentional, willful, reckless, negligent, in self-defense, or on any other basis, in whole or in part.

This exclusion, however, does not apply to **bodily injury** resulting from the use of reasonable force by the **insured** to protect persons or property.

All other policy terms and conditions apply.

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE**

It is agreed:

- 1.** With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
- 2.** Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
  - a.** the Secretary of Homeland Security; and
  - b.** the Attorney General of the United Statesto be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
- 3.** Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
  - a.** if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
  - b. (1)** if the act of terrorism is:
    - a)** a violent act; or
    - b)** an act that is dangerous to human life, property or infrastructure; and
  - (2)** if the act is committed:
    - a)** by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
    - b)** to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

## IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean 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 (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) 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 (iv) 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.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.