

Mid America Specialty Markets 2800 Forum Blvd Suite 4B Columbia, MO 65203 573-447-4990 agencymail@midaminsurance.com

# Hole in One Application

Agency Name & Number:		Quote Only	Ssue Policy
Producer:	E	Event Date:	-
Agency Contact (if different than producer):			
Premium Payment Method: X Full - (Full payment			
Event Name:			
Applicant's Name (Sponsor):	City	Stata	710.
Mailing Address 1:	City:		ZIP:
Mailing Address 2: Contact Person:	Phone #:		
Entity Type:			
EVENT LOCATION:			
Name of Golf Course:			
Address of Golf Course:	-		
Address 1:			ZIP:
Address 2:			
EVENT INFORMATION: 1. Total Number of Contestants: Amateurs Profe	ssionals Total Sh	nots Per Person Per Prize _	
2. Prize Value:	Prize Value:		
3. Length of Hole*: Yards	Length of Hole	*	_ Yards
4. Hole Number:	Hole Number:		
(*Must be at least 140 yards)			
	weetfor office cirrent locat 10 dour		
<b>EVENT SIGN</b> (Please note – we must receive the red	quest for a free sign at least 10 days	prior to the date of the sche	equied event)
1. YES NO Would you like NSI to provid	e a free tee sign? (The sign will be se	ent to your agency.)	
2. 🗌 YES 🗌 NO 🛛 Do you want the Agency Nat	ne to be included on the sign?		
CONDITIONS: PLEASE READ CAREFULLY			

If the number of golfers exceeds your quoting authority, please contact the NSI Underwriting Department immediately.

#### TERMS, RULES, & REGULATIONS: PLEASE READ CAREFULLY AND ADVISE ALL CONTESTANTS

- 1. Only one shot per player per target hole is permitted. NO practice shots, mulligans or substituted shots for any players are permitted. Shots are only permitted during the stipulated round(s) of the event named above on the date(s) noted above.
- 2. The Hole-In-One must have been obtained by an officially-registered and qualified contestant. Golf professionals of any kind are not qualified to be contestants unless specifically authorized in writing by NSI.
- 3. Only the holes selected prior to the event and noted above shall be eligible for the prize, as stated above. Only one designated hole/cup per target green shall be used. On nine-hole courses, no more than one attempt at any green is permissible regardless of the number of rounds played.

event for coverage to exist.

# Hole in One Application

- 4. Please enter the length of hole as a number greater than 139 yards. Holes less than 140 yards are not eligible for this program.
- 5. The yardage of the prize holes must be at least as far as the amount stated on this form, measured from tee markers to the flagstick. Any shot made from a distance less than the above stated amount shall not qualify for a prize and may not be retaken.
- 6. The premium due for this coverage shall not be adjusted downward if less than the number of scheduled contestants participate.
- 7. The prize value shall be pro-rated downward if a hole-in-one occurs and the total number of contestants is more than the amount stated above.
- 8. All witnesses must be appointed by the insured, not be participating in the shot(s) for the prize(s), and be at least 18 years or older. Witnesses must be stationed at the prize hole for all prize attempts at that hole.
- 9. Payment for a prize will be made to the insured, as indemnification of a payment made by the insured to an officially-registered and qualified competitor; however, payment by the insured does not compel us to make payment if any of the other terms and conditions are not met.
- 10. Any payment made by us will be for the specific amount noted on this form or the insured's net cost value of the prize, whichever is less.
- 11. The "Prize Value" amount is the maximum that will be paid on that hole, regardless of how many hole-in-ones are scored. Our obligation for a prize at a particular hole is terminated when a hole-in-one is made there.
- 12. To claim a prize, a <u>completed Hole-In-One Claim Form</u> must be submitted as soon as possible after the event. In addition to the Hole-In-One Claim Form, the original score card of the contestant must be submitted, signed by all participants in the contestant's foursome.
- 13. The Company retains the right to fully investigate all claims including, but not limited to, the use of a polygraph statement of the insured and any contestants, and any witnesses at the event. For Illinois only, the Company retains the right to fully investigate all claims, however the use of polygraphs is not allowed.
- 14. For any state other than Missouri In the event of a disputed claim, the resolution will be made by an arbitrator chosen by agreement of the disputing parties. In the event that the disputing parties cannot mutually agree on a single arbitrator, they shall each select one arbitrator in writing and those two arbitrators shall select a third. The prevailing party is entitled to recover reimbursement for reasonable arbitrator fees incurred. For Illinois and Kansas only, this condition is voluntary and only applies if agreed upon by both parties.
- 15. For Missouri only In the event of a disputed claim, arbitration may be entered into on a voluntary basis. The arbitration panel will consist of three (3) arbitrators. One of the arbitrators will be chosen by you and one will be chosen by us. Those two arbitrators will then choose the third arbitrator. Unless the parties otherwise agree, within thirty (30) days of the parties submitting their case and related documentation, the arbitration panel will issue a written decision resolving the controversy and stating the facts reviewed, conclusions reached, and the reasons for reaching those conclusions. The arbitration panel may make an award of compensatory "loss", but may not award punitive or exemplary "loss". The decision of the arbitration will be final.

You will bear the expense of the arbitrator chosen by you. We will bear the expense of the arbitrator chosen by us. You and we will share equally the expense of the other arbitrator. The arbitration panel will allocate any remaining costs of the arbitration proceeding.

Arbitration shall be held in the county of the insureds residence or place of business unless the insured has no residence or place of business, then the arbitration will be held at the circuit court of Cole County.

16. This coverage may be amended to a rescheduled rain date if <u>no</u> shots were taken at the event hole(s); however, we must be advised of any date change and issue an endorsement.

The information I have provided is true and accurate to the best of my knowledge. I have not willfully concealed or misrepresented any material fact(s) or information. I understand completion of this application does not compel the company to provide coverage.

I have read, understand and agree with the Terms, Rules & Regulations listed above and on page 1.

#### Fraud Warning

Please refer to Acord 63 for state specific fraud warnings.

All Other States: Any person who knowingly conceals or provides materially false, incomplete, or misleading information on an application or concerning a claim to an insurance company for the purpose and intent of defrauding the company, may be guilty of insurance fraud in violation of state law. Penalties may include imprisonment, fines, or denial of insurance benefits.

Applicant's Signature		Date	
Agent's	Signature	Date	
	NSI COMPANY USE ONLY		
[] Acknowledgement of bound coverage			
	(NSI authorized signa	ture & date required for prized over \$10,000)	
WITNESS REQUIRED:	_ 2 Official witnesses per prize hole (See Term	s, Rules, & Regulations)	
	A PGA Certified Golf Professional		
	A videotape of all eligible shots.		
PREMIUM DUE:			
NSI UNDERWRITER:		DATE:	

R	
ACORD	'

AGENCY CUSTOMER ID:

# FRAUD STATEMENTS

AGENCY		CARRIER	NAIC CODE			
		West Bend Mutual Insurance Company	15350			
POLICY NUMBER	EFFECTIVE DATE	APPLICANT / NAMED INSURED				

### Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

# Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

### Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

# Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

# Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

#### Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

# Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

#### Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

### Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

APPLICANT'S SIGNATURE

DATE (MM/DD/YYYY)

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