

Golfers Insurance

Policy Wording

Underwritten by: ProSight Syndicate 1110 @ Lloyd's



In this contract of insurance is between **You** and **Us** (Prosight Syndicate 1110 @ Lloyd's). **We** bind **Ourselves** and **Our** (Executors and Administrators) for 100% proportion of the risk in the event of loss, destruction or damage as defined herein and not jointly with any others. You or Your representative can obtain **Our** details by applying to:

Market Services, Lloyd's, One Lime Street London EC3M 7HA.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Numbers and other details can be found on the Financial Services Register at www.fca.org.uk

This insurance is not operative unless the Policy Schedule is signed and dated by and authorised person

Conformity

In this **Policy** **You** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also to include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Information

In deciding to provide this **Policy** and in setting the terms, **We** have relied on the information **You** have given **Us**. **You** must make sure that all information is accurate and that **You** have not withheld any facts that might have influenced **Our** decision. If **You** are in any doubt **You** should speak to **Your** insurance broker named in the **Policy Schedule**.

A defined word or phrase is in **bold type** each time it appears in the **Policy** and has a specific meaning other words may be in capital letters which means they are also important words.

This **Policy** is a legal contract and as such **You** must tell **Your** Insurance Adviser about any facts or changes which affect this insurance that have occurred since the **Policy** started or since the last renewal date.

You should keep a written record (including copies of letters and other correspondence) of any information given to their Insurance Adviser when renewing this **Policy**.

Any heading in this **Policy** is for ease of reference only and does not affect its interpretation amend the **Policy** cover or in any way increase **Our** liability.

In the **Policy** and in the Sections of the **Policy** **You** will see words which are in **bold type**. These words have a meaning which are shown in the Definitions in the **Policy** and in the Sections of the **Policy** under **Words with Special Meanings**.

The Insurance Contract

This **Policy** is a contract of insurance between **You** and **Us**.

The following are elements for the contract of insurance between **You** and **Us**. Please read them carefully and if they require any amendments please return them to **Your** broker for correction. Keep the **Policy** safe in case **You** need to refer to it.

- **Your Policy;**
- **The Schedule;**
- **Endorsements;**

It is important that **You**:

- check that the Sections **You** have requested are included in the **Schedule;**
- check that the information **You** have given **Us** is accurate;
- comply with **Your** duties under each Section and the insurance as a whole.

Information You have given Us

In deciding to accept this **Policy** and in setting the terms and premium, **We** have relied on the information **You** have given **Us**.

You must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all claims.

For example, **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- charge **You** more for **Your Policy** or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your Policy** in accordance with **Our** Cancellation Rights below.

We or **Your** insurance broker will write to **You** if **We**:

- intend to treat **Your Policy** as if it never existed; or
- need to amend the terms of **Your Policy**; or
- require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** broker as soon as practicable.

Data Protection

You should understand that any information **You** have given **Us** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Law and Jurisdiction

You and **We** are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and the jurisdiction of the courts of England.

Other Parties

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Policy Changes

No change or modification to this **Policy** shall be effective unless **We** have confirmed this in writing to **You**.

Rights of Third Parties

You and **We** are the only parties to this **Policy**. Nothing in this **Policy** is intended to confer a directly enforceable benefit on any other person, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Your Cancellation Rights

Cooling off Period

- **You** have the statutory right to cancel **Your Policy** within 14 days of the purchase or renewal of the contract or the day **You** receive the **Policy** or renewal documentation, whichever is the later.
- **We** will return the premium less a proportional amount for the time that **We** have been on cover.
- No refund of premium will be given in the event of a claim either in whole or in part.

If You wish to cancel Your policy during the cooling off period

You can cancel the **Policy** at any time, if it is during the first 14 days the Cooling Off Period terms above apply.

- To cancel the **Policy** after the Cooling Off Period **You** will need to contact **Your** broker who arranged the insurance for **You**. **You** are entitled to a return of premium which will be based upon the length of time remaining for the **Period of Insurance**, less a deduction for any administration costs in providing this insurance. The amount is shown in the **Schedule**.
- No refund of premium will be given in the event of a claim.

If you wish to cancel your policy after the Cooling off Period

- **You** can cancel this insurance at any time, there will be an additional charge as stated in the **Schedule** to cover the administrative cost of providing the insurance.
- **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis for example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

Our Cancellation Rights

We can cancel this insurance by giving **You** thirty (30) days notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by **You** to provide **Us** with complete and accurate information as **We** require allow **Us** to cancel the **Policy**, sometimes back to its start date and to keep any premiums paid.

How to make a claim

Things You must do

You must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced:

- 1 notify **Your** broker as soon as possible giving full details of what has happened;
- 2 provide **Your** broker with any other information **We** may require;
- 3 forward to **Your** broker as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against **You**, any letter, claim, writ, summons or other legal document **You** receive;

- 4 inform the Police as soon as possible following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
- 5 not admit liability or offer or agree to settle any claim without **Our** written permission;
- 6 take all reasonable care to limit any loss, damage or injury;
- 7 must provide **Us** with reasonable evidence of value or age (or both) if **We** require;
- 8 retain ownership of **Your** property at all times. **We** will not take ownership of, or accept liability for, any of **Your** property unless **We** agree with **You** in writing in advance to do so;
- 9 carry out any necessary measures to reduce the loss, it is **Your** responsibility to prove **Your** loss and retain receipts, photographs and guarantees where possible.

Claim contact details

All Sections other than Section 3

Ryan Direct Group
Fulwood Park, Caxton Road,
Fulwood,
Preston PR2 9NZ

Tel: 0844 854 9928

Email: prosight@directgroup.co.uk

Claims forms will be sent once contact is made.

Section 3 - Personal Accident



You should contact, in the first instance, Roger Rich & Co at the following address:

2a Marston House,
Cromwell Park,
Chipping Norton,
Oxfordshire OX7 5SR

Telephone: +44 (0) 1608 641351

Fax: +44 (0) 1608 641176

E-mail: enquiries@rogerrich.co.uk

A claim form will be sent once contact is made.

Please quote **Your** Policy Number in all communications.

How We deal with Your claim

Basis of Settlement

Some Sections of the **Policy** contain the Basis of Settlement that will apply to that particular Section. These will tell **You** how **We** settle any claim. **You** shall not be entitled to abandon any property to **Us**.

Defence of claims

We may, at **Our** discretion:

- take full responsibility for conducting, defending or settling any claim in **Your** name; and
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.

Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

Other ways We might deal with Your claim

Some Sections may have other details about claims for example: reporting, basis of settlement. **You** must read them carefully in case there are conditions that **You** must adhere to.

Our Rights after a claim

Upon the happening or discovery of any occurrence **We** may enter and take possession of or require **You** to deliver to **Us** the property insured which **We** will deal with in a reasonable manner without incurring liability or reducing **Our** rights.

We will not pay for damage if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

We shall have the right at any time to take full control of the investigation, adjustment and settlement of any claim notified and **We** may appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after indemnification.

How to complain

If there is an occasion when service does not meet **Your** expectations in the first instance please contact **Your** Insurance Broker.

If **You** are still dissatisfied please forward **Your** complaint to **Us**.

The Compliance Officer,
ProSight Syndicate 1110 @ Lloyd's
Level 7, 1 Minster Court,
Mincing Lane,
London. EC3R 7AA.

In the first instance, **We** will review **Your** complaint and hope to resolve the matter. **We** will investigate the circumstances regarding **Your** complaint and write to **You** within two weeks with **Our** response.

If **You** are not satisfied with **Our** response, or have not heard from them within two weeks, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written Final Response.

If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Complaints, Lloyd's, One Lime Street, London, EC3M 7HA
Email: complaints@lloyds.com
Telephone +44 (0) 20 7327 5693 Fax +44 (0) 20 7327 5225
www.lloyds.com/complaints

Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's Final Response.

You may have the right to refer **Your** case to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than GBP 2 million and fewer than ten staff.

The FOS can be contacted at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
By Phone: 0800 023 4567/ 0300 123 9123
By Email: complaint.info@financial-ombudsman.org.uk

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Us** with written authority to allow **Us** to deal with them **You** will pay their costs.

Financial Services Compensation

Under the Financial Services and Markets Act 2000, should **We** be unable to meet **Our** liabilities to **You** compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Notices

Other Insurance

Sometimes what is covered under one insurance **Policy** may also be covered under another insurance **Policy** for example the cover or maybe some of the cover is insured under this **Policy** could also be insured under another **Policy**.

If it is insured under two or more policies **We** will pay the full claim and claim half of this back from **Your** other insurance **Policy**.

If **We** do have to claim half back from **Your** other insurers **We** will do this in **Your** name this is called subrogation which means **We** will substitute for **You** including all **Your** rights and responsibility.

Alternatively, **We** will pay only half of the claim and **You** can claim the other half back from **Your** other insurance **Policy**.

Premium Payment

You undertake that the premium will be paid in full to **Us** within thirty (30) days of the start of the **Policy** or by the date stated in the **Schedule**.

If **We** have not received the premium into **Our** bank account by midnight on the due date the **Policy** will automatically cancel.

In the event of cancellation **We** will allow a return of premium made based on the number of days remaining in the **Period of Insurance**.

However, the full premium is payable in the event of a loss prior to the date of cancellation which gives rise to a valid claim under the **Policy**.

Policy Conditions

These are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment could be reduced and in some circumstances **Your** **Policy** may not be valid.

Words with Special Meanings

Conditions Precedent

There are conditions contained within the **Policy** that are condition precedent to **Our** liability. If **You** breach any of these conditions precedent this may render **Your** claim null and void or reduce the amount payable or **We** may treat this insurance as though it never existed.

You may find **Conditions Precedent** apply only to a particular Section in which case it will be shown under that Section.

Subrogation

If **We** become liable for any payment under this insurance for a loss, **We** shall be subrogated to the extent of such payment to all the rights and remedies of **Yours** against any party for such loss and **We** shall be entitled, at **Our** own expense, to sue in **Your** name. **You** shall give **Us** all such assistance in **Your** power as **We** may require to secure **Our** rights and remedies either before or after indemnification.

General Definitions

Bodily Injury

Bodily injury including death, illness and disease, excluding all allegations of defamation and excluding injury to feelings sustained during the **Period of Insurance**.

Damage Damaged

Means accidental and unforeseen direct physical loss or destruction of or **Damage to Equipment**.

Equipment

Means golfing equipment including but not limited to golf clubs, electric or hand pulled golf carts, GPS range finder all owned by **You** but not golf buggies, **Personal Effects** or **Trophies**.

Golf Course

Means a recognised course at a member only golf club or any municipal golf club.

Limit of Indemnity

The maximum **We** will pay for **Damage** arising out of any one event or all events in a series consequent upon or attributable to one source or one original cause during any one **Period of Insurance**.

North America

Means the United States of America and or Canada any country which operate under the laws of the United States of America or Canada

Policy

Means this document which contains all the terms, conditions and exclusions of the insurance, the **Schedule**.

Period of Insurance

Means the period of the insurance cover between the dates as stated in the **Schedule**.

Personal Effects

Owned by **You** but not **Equipment** or **Trophies**.

Schedule

Contains all the details of the sums insured and any other information regarding the insurance coverage.

Territorial Limits

As stated in the **Policy Schedule**

Trophies

Means golfing trophies owned by **You** or held in **Your** care custody or control but not **Equipment** or **Personal Effects**.

We Us Our

This means ProSight Syndicate 1110 @ Lloyd's.

You Your Yourself

Means the insured person named in the **Schedule**.

Section 1 – Public Liability

Only operative if shown in the Schedule as operative

What is covered

We will pay **You** in respect of all sums which **You** shall become legally liable to pay as compensation in respect of:

- a) **Bodily Injury** to any person
- b) **Damage** to property belonging to others

caused by **You** whilst playing or practicing on a **Golf Course** anywhere within the **Territorial Limits** as stated in the **Schedule**.

The total for all damages payable arising out of one occurrence or series of occurrences consequent on one original cause shall not exceed the **Limit of Indemnity** as stated in the **Schedule** plus legal costs and expenses. Other than **North America** where the limit of indemnity includes legal costs and expenses

In the event of **Your** death **We** will pay **Your** legal representatives as though they were **You** but only in respect of liability incurred by **You**.

Section 1 – What is not covered

We shall not pay for any liability arising directly or indirectly in connection with:

- a) **Bodily Injury** to **You** or any person other than who is temporarily employed as a caddy under a contract of service or apprenticeship with **You** and arising out of and in the course of his employment by **You**;
- b) loss of or **Damage** to any property belonging to or in **Your** care custody or control;
- c) the ownership possession or use (other than use as a passenger having no right of control) of any mechanically propelled driven vehicle other

- than the use of a motorised buggies or pull type golf trolley whilst in use on any **Golf Course**;
- d) any contract or agreement unless such liability would have attached notwithstanding such agreement;
- e) punitive, exemplary or aggravated damages are awarded against **You**;
- f) or any liability if **You** are a professional golfer;
- g) or where **You** are entitled to payment from another source;
- h) or arising out of or in connection with **Your** trade, profession or business; or assumed under contract.

Section 2 – Accidental damage to third party property

Only operative if shown in the Schedule as operative

What is covered

We will pay up to the limit as stated in the **Policy Schedule** for each and every loss in respect of accidental damage to third party property struck by a golf ball hit by **You** whilst playing or practicing golf on any **Golf Course** anywhere within the **Territorial Limits**.

Section 2- What is not covered

We shall not be liable for:

- a) Any loss or **Damage** resulting from any cause listed under Section 1 – Exclusions
- b) **Damage** to property belonging to **You** or in **Your** care custody or control;
- c) **Damage** to property belonging to the Golf Club on which **You** are playing or practicing golf;
- d) more than 3 (three) claims during any one **Period of Insurance**.
- e) Any loss or **Damage** not reported to the club secretary of the **Golf Course** within seven days of the loss or **Damage** occurring.
- f) any liability arising or resulting from injury to any person or animal.

Section 3 – Personal Accident

Only operative if shown in the Schedule as operative

This Section does not apply if **You** are travelling to Cuba

Definitions

Accident

means a sudden and unexpected **Accident** caused by visible, violent and accidental means during the **Period of Insurance** caused by playing or practicing golf on a **Golf Course**.

Loss of hearing

Permanent, total and irrecoverable loss of hearing in both ears.

Loss of limb or limbs

Loss by physical separation of a hand at or above the wrist or of a foot at/or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg

Loss of sight

Permanent and total loss of sight shall be considered as having occurred: in both eyes, if **Your** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope of improvement; or in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement.

Medical Practitioner

Any suitably qualified **Medical Practitioner** registered by the General Medical Council in the United Kingdom (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than:

- **You**;
- **Your** immediate family;
- **Your** employee

Operative Time

1. Whilst **You** are training and/or playing golf; and
2. Whilst travelling directly between **Your** normal place of residence or work and the venue for the purpose of **You** training and/or playing Golf only.

Permanent total disablement

Disablement which entirely prevents You from attending to any business or occupation of any and every kind and which lasts twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement.

Pre-existing Medical Condition

means being any condition for which You have received treatment, medication or for which You have attended a doctor or hospital in the last 12 months.

Repatriation

In the event of Your death whilst playing golf We will pay the cost of repatriation to Your home country other than if Your home country is England, Scotland, Wales, Northern Ireland.

What is covered

We will pay the amount shown in the Schedule if at any time whilst You are using Equipment, You are involved in an Accident, which shall solely and independently of any other cause, Bodily Injury which results in Your death, Loss of Limb, Loss of Sight or Permanent Total Disablement during the Operative Time.

Provisions

1. We will not pay for more than one of the Benefits 1-5 in respect of the same injury.
2. The total sum payable under this section in respect of any one or more accidents to You shall not exceed in all the largest sum insured under any one of the items contained in the Table of Benefits to be read in conjunction with Your insurance schedule or added to this section by endorsement.

Section 3 – What is not covered

We shall not pay:

- a) if You are under the age of 18 or over the age of 70;
- b) for Permanent Total Disablement benefit for up to 52 weeks from the date of the accident, when over the age of 65;
- c) for suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or Your own criminal act;
- d) directly or indirectly resulting from stress, trauma or psychiatric illness;
- e) for any benefit when Your death, injury or loss does not occur within 180 days of the Accident;
- f) any benefit when You cannot prove to Us that the Permanent Total Disablement has continued for 12 months from the date of the Accident and in all probability will continue for the remainder of Your life;
- g) any claim whilst You are under the influence or effect of alcohol or drugs not prescribed by a qualified medical practitioner;
- h) any Accident not involving the use of golf equipment;
- i) any Pre-existing Medical Conditions.

Benefit under this section shall be payable to You or Your nominees, and shall be limited to a maximum of £50,000 per person.

Dental treatment

Only operative if shown in the Schedule as operative

Emergency Dental Treatment

What is Covered

We will reimburse You for dental costs and treatments up to the limit as stated in Policy Schedule following Bodily Injury during the Period of Insurance caused solely by visible, violent and accidental means whilst playing or practicing golf on a Golf Course for the costs of Dental Fees that are reasonably and necessarily incurred for immediate relief of pain and repair of natural teeth, not exceeding the sum insured stated in the Table of Benefits.

Dental Fees

What is Covered

We will reimburse You for dental costs and treatments up to the limit as stated in Policy Schedule following Bodily Injury during the Period of Insurance caused solely by visible, violent and accidental means whilst playing or practicing golf on a Golf Course for all teeth lost or partially

16/04/2016 V8

lost. Claims for partial loss of tooth or teeth shall be calculated by assessing the percentage of tooth lost in relation to the maximum benefit payable. This cover does not apply to deciduous (milk) teeth, dental implants, crowns, veneers, dentures, bridges or intra orally wear and tear of teeth.

Emergency Dental Treatment and Dental fees - What is not covered

We will not be liable for:

- a) any self inflicted injury;
- b) injury whilst under the influence or effect of alcohol or drugs not prescribed by a qualified medical practitioner;
- c) any pre-existing conditions;
- d) expected wear, tear;
- e) breakage during or resulting from mastication;
- f) any cost and expenses not attributed to this injury;
- g) any injury that is not apparent within 7 (seven) days from the date of the original injury;
- h) the cost of dentures, dental appliances, any repairs or costs for crowns and/or precious metals.

Hospital Cover

Only operative in the Schedule

What is covered

We will reimburse You for the cost of Your hospitalisation immediately following and solely resulting from an Accident.

We will not cover the first 24 (twenty four) hours of Your hospitalisation and shall pay up to GBP 50 per day up to 14 days during the Period of Insurance up to the limit as stated in the Policy Schedule.

What is not covered

We will not cover any loss arising;

- a) from Pre-existing Medical Conditions at the time of Accident;
- b) Any self-inflicted injury
- c) Injury whilst under the influence or effect of alcohol or drugs not prescribed by a qualified medical practitioner.

Section 3 - Schedule of Benefits

Item

1	Accidental Death	As stated in the policy schedule
2	Loss of Limb	As stated in the policy schedule
3	Permanent Total Disablement	As stated in the policy schedule
4	Loss of Sight in both eyes	As stated in the policy schedule
5	Loss of Sight in one eye	As stated in the policy schedule
6	Repatriation	As stated in the policy schedule
7	Emergency Dental Treatment	As stated in the policy schedule
8	Dental Fees	As stated in the policy schedule
9	Hospital Fees	As stated in the policy schedule

Affordable Care Act

This insurance is not subject to, and does not provide certain of the insurance benefits required by, the United States' Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and We do not intend to provide, minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the contract documents. This insurance is not subject to guaranteed issuance or renewability other than as specified in the policy. ACA requires certain US citizens and US residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA-compliant coverage. You should consult Your attorney or tax professional to determine if ACA's requirements are applicable to You

Access to additional materials

You shall furnish to Us or Our designated representatives, all information, documentations, medical information that We may reasonably require at all reasonable times during the term of this Policy, or until resolution of all claims, whichever is later.

Right to Medical records and Medical examination

Following notice of a claim, **You** shall provide, when requested by **Us**, all authorisations necessary to obtain **Your** medical records. **We** have the right to have **You** examined by a physician or vocational expert of **Our** choice, and at **Our** expense, when and as often as **We** may reasonably request.

Limitation

In no case shall **Our** liability in respect of **You** exceed the largest sum insured stated in the Table of Benefits to be read in conjunction with the **Schedule**.

Section 4 – Golf Equipment

Only operative if shown in the Schedule as operative

What is covered

We will pay **You** during the **Period of Insurance** in respect of **Damage** to **Your Equipment** anywhere within the **Territorial Limits** as stated in the **Policy Schedule**.

Our maximum liability is up to the amount stated in the **Schedule** during the **Period of Insurance**.

Section 4 - What is not covered

We shall not be liable for:

1. any **Damage** which existed or occurred before the **Period of Insurance**;
2. **Damage** caused by any deliberate action;
3. theft or attempted theft of **Equipment** that is left unattended in the open other than when playing golf;
4. theft or attempted theft of **Equipment** from unattended vehicles where the **Security Conditions** are not fulfilled;
5. **Damage** caused by moth, vermin, atmospheric or climatic conditions mechanical or electrical failure any process of cleaning restoring repairing or alteration;
6. Theft or **Damage** to golf balls trinkets trophies medals coins money credit or charge cards documents stamps, fragile articles, watches, jewelry, mobile telephones, computer equipment and the like;
7. **Damage** caused by faulty design, materials or workmanship;
8. **Damage** resulting from any cause not otherwise insured hereunder;
9. any loss covered under another insurance policy;
10. Loss or **Damage** due to confiscation or detention by Customs;
11. any third party property damage or bodily injury howsoever caused;
12. **Your** act of fraud, dishonesty, mysterious disappearance;
13. **Damage** caused by or resulting from service or repair;
14. **Damage** to **Equipment** loaned, hired or borrowed by **You**;
15. any items insured under any other section of this policy;
16. theft of loss not reported to the police within 24 hours or as soon as practicably possible following discovery and an appropriate written report or claim reference received.

Security Conditions

We will pay for theft or attempted theft of **Equipment** unattended vehicles

Security Conditions

Means that **Equipment** kept in any vehicle provided that throughout the **Period of Insurance** **Damage** to **Equipment** following theft from an unattended motor vehicle anywhere within the **Territorial Limits** is subject to:

- a) entry into and/or exit from the motor vehicle must be by forcible and violent means;
 - b) the **Equipment** is not visible and contained in the locked boot or enclosed luggage compartment of a vehicle and must be fully hidden from public view;
 - c) all points of access including windows, doors and sun roof must be closed and securely locked;
 - d) all keys removed from the vehicle;
- if the motor vehicle is fitted with an alarm system such alarm shall be set into full and effective operation.
- Any breach in the **Security Conditions** could prejudice the payment of any claim.

Basis of claim settlement

Claims will be settled on a new for old basis for equipment which is less than 5 years old as new provided that ownership of the **Equipment** can be substantiated.

In the event of the **Equipment** being greater than 5 years old the claim will be settled on the value of the **Equipment** immediately before the **Damage** or cost of repair whichever is the lesser

The most **We** will pay are the amounts shown in the **Policy Schedule**. If there is more than one of **You**, the total amount **We** will pay will not exceed the amount **We** would be liable to pay any one of **You**.

Section 5 – Hiring of Golf Equipment

Only operative if shown in the Schedule as operative

What is covered

We will reimburse **You** up to the limit as stated in the **Policy Schedule** for the costs and expenses of the temporary hire of **Equipment** anywhere within the **Territorial Limits** following a successful claim for loss or **Damage** to **Equipment** under Section 4.

Section 6 – Hole in One

Only operative if shown in the Schedule as operative

Definition

Hole in One

Means that **You** achieved with **Your** first tee shot a **Hole in One** stroke gross (i.e. exclusive of handicap) at the designated hole on an 18 hole Golf course or during the first round on a 9 hole golf course where an 18 hole competition is being played.

What is covered

We will pay **You** in respect of **You** scoring a **Hole in One** subject to **You** sending **Us**:

- a) **Your** original score card fully completed and duly signed by **You** and **Your** playing partner;
- b) written confirmation from the Club Secretary that **You** achieved the **Hole in One**.

The maximum **We** will pay is the limit stated in the **Policy Schedule** during the **Period of Insurance**.

Section 7 – Reimbursement of Subscription

Only operative if shown in the Schedule as operative

What is covered

We will reimburse **You** for **Your** subscriptions or pre-paid fees for your Golf Club should **You** suffer an accident whilst playing golf at a **Golf Course** during the **Period of Insurance** and rendering **You** unable to play golf for more than 50 (fifty) days.

Such repayment being made proportionally up to **Your** annual subscription or fees and up to but not exceeding the limit as stated in the **Policy Schedule**.

Payment is limited to one club subscription only.

In the event of a claim **You** must obtain advice from a registered medical practitioner and **You** must have any medical examination as requested by **Us** by **Our** appointed medical practitioner.

What is not covered

We will not cover any loss arising;

- a) from pre-existing conditions at the time of accident;
- b) Any self inflicted injury;
- c) Injury whilst under the influence or effect of alcohol or drugs not prescribed by a qualified medical practitioner

Section 8 – Personal Effects

Only operative if shown in the Schedule as operative

What is covered

We will pay You during the **Period of Insurance** for the loss of **Your Personal Effects** whilst temporary left in the Golf Clubhouse or Professional golfers shop caused by or resulting from Theft or Fire provided that no other insurance covering **Your Personal Effects** is in force and that the loss is reported to the Club Secretary without undue delay.

The maximum We will pay is up to the limit as stated in the **Policy Schedule** with a single item limit of a maximum of GBP100 any one item.

What is not covered

We will not pay:

- a) For loss or **Damage** of:
- Camera's computers, tablets, mobile telephones, money, credit cards, securities, documents, jewellery, precious metal articles, stones, furs, watches, spectacles, sun glasses, or property more specifically insured.

Section 9 – Trophies

Only operative if shown in the Schedule as operative

What is covered

We will pay You for the loss of **Your Trophies** or **Trophies** which are held in **Your** care custody or control within the **Territorial Limits** during the **Period of Insurance**.

The maximum We will pay is up to the limit as stated in the **Policy Schedule** provided that no other insurance covering the Trophies is in force.

Applicable to all Policy sections

What is not covered

We will not pay any claim directly or indirectly caused or contributed to by:

- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- The loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature or arising from:

ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

pollution and or contamination meaning any physical impairment of the atmosphere, water, land or tangible property, provided such impairment is not naturally present in the environment in the amounts or concentrations discovered

- Air travel, except as a passenger in an aircraft licensed to carry passengers.
- any criminal or illegal act by You.
- You being a Professional Golfer.
- Your deliberate exposure to exceptional danger (other than in an attempt to save human life).
- Your operational duties as a member of the Armed Forces.
- You reaching age 70 years, after the expiry of the **Period of Insurance** unless agreed in writing by Us.
- You based in or travelling to and from Cuba.
- Loss of whatsoever nature resulting from or arising from any consequential loss.