

# **INSURANCE BOOKLET**



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Authorised and Regulated by the Financial Conduct Authority. No. 313411.

# GOLF CARE COVER SUMMARY

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This Insurance Booklet is operative for Insurances starting or renewing from 1st February 2015 and replaces any Insurance Booklet previously issued to you. The policy documentation comprises the Insurance Schedule and Insurance Booklet.

This section of the Insurance Booklet is a summary of the terms of the Insurance and does not contain the full terms of the policy which can be found in this Insurance Booklet.

## NAME OF THE UNDERWRITER

Certain Underwriters at Lloyd's.

## TYPE OF INSURANCE AND COVER

This Insurance can provide cover for the following. Please refer to your Insurance Schedule for details of the cover applicable to you as the insured person:

- Section 1. Personal Liability
- Section 2. Third Party Property Damage
- Section 3. Golf Equipment
- Section 4. Equipment Hire
- Section 5. Personal Accident
- Section 6. Dental Treatment
- Section 7. Hospitalisation
- Section 8. Loss of Club Subscription
- Section 9. 'Hole In One'

For individuals who have purchased Golf Care Insurance.

## FEATURES AND BENEFITS

**Section 1.** Provides indemnity for Third Party Bodily Injury and Third Party Property Damage up to the limit defined in your Insurance Schedule.

**Section 2.** Provides indemnity for Accidental Third Party Property Damage up to the limit defined in your Insurance Schedule.

**Section 3.** Provides cover for Loss or Damage to Golf Equipment up to the limit defined in your Insurance Schedule.

**Section 4.** Provides indemnity for Hire of Property following Loss under Section 3 up to the limit defined in your Insurance Schedule.

**Section 5.** Provides cover for Accidental Death,

Loss of Limbs, Permanent Loss of Sight, Partial Loss of Sight and Permanent Total Disability up to the limit defined in your Insurance Schedule.

**Section 6.** Provides cover in respect of Accidental Dental injury up to the limit defined in your Insurance Schedule.

**Section 7.** Provides a benefit in respect of Hospitalisation up to the limit defined in your Insurance Schedule.

**Section 8.** Provides reimbursement of unused Golf Club subscription up to the limit defined in your Insurance Schedule following a Golfing Accident.

**Section 9.** Provides indemnity for celebratory Club House beverage expenses in the event of a Hole in One whilst playing a club competition up to the limit defined in your Insurance Schedule.

## KEY EXCLUSIONS OR LIMITATIONS

- a) Cover applies only whilst Playing Golf or participating in a Golf Event including travelling to and from any such Golf venue. This is the Operative Time, more fully described elsewhere in this Insurance Booklet. Losses occurring outside of this Operative Time will not be covered.
- b) Cover shall apply as defined under Territorial Limits in your Insurance Schedule, but only in respect of claims brought against you in the United Kingdom.
- c) Cover is only available to individuals who are non-professional Golfers and resident in the United Kingdom.
- d) Reduced benefits apply for persons aged under 18 and over 80 under Section 5.
- e) Section 1 shall not cover any claims brought against you where United Kingdom jurisdiction does not apply.
- f) Section 1 shall not cover bodily injury to your employees or members of your family.
- g) Section 1 shall not cover ownership, possession or use of vehicles, aircraft or watercraft, other than motorised Golf buggies.
- h) The Sum Insured in respect of Sections 1 and 2 shall be inclusive of defence costs.

- i) Section 3 shall not cover losses from your place of work, education or residence or in a parked Vehicle at these places unless otherwise specifically agreed in writing by Golf Care.
- j) Section 3 shall not cover theft from Vehicles unless the Vehicle has been fully secured, the equipment is kept out of sight in a locked boot or covered luggage area and such theft verified by a police report.
- k) Section 3 shall not cover theft from any premises unless such theft shows evidence of forcible and violent entry to the premises.
- l) Section 3 shall not cover any theft from Vehicles left unattended at any time between the hours of 10 pm and 8 am unless otherwise specifically agreed in writing by Golf Care.
- m) Section 3 may be subject to a single article limit.
- n) Section 3 shall not cover any damage or loss or theft of Property in transit which has not been reported to the Carrier and a written report obtained.
- o) Section 3 shall not cover theft when left unattended in the open other than in the course of Playing Golf.
- p) Section 3 shall not cover wear and tear, manufacturing fault or inherent defect.
- q) Losses under Section 3 will be considered on an Indemnity Value basis unless ownership is substantiated, if the article was more than 3 years old or was not purchased new at the time unless otherwise specifically agreed in writing by Golf Care.
- r) Sections 3, 6, 7 and 8 may be subject to an Excess. Please refer to your Insurance Schedule for details of the Excess that applies to your Insurance.
- s) Sections 1, 5, 6, 7 and 8 require bodily injury to occur as a result of Playing Golf.
- t) No admission, offer, promise, payment, or indemnity shall be made or given by you under Sections 1 and 2 without our consent.
- u) Sections 5 and 8 shall not cover any pre-existing defect, infirmity, sickness or disease at the time of an Accident.
- v) Any circumstances that may give rise to a claim under Sections 1, 2 and 8 must be reported immediately.
- w) Any loss from malicious damage &/or theft, must be reported to the Police within 24 hours of discovery and a crime reference number obtained.
- x) A 'Hole in One' must arise from competition golf, be verified by the Club Secretary and be notified by way of a completed claim form with original itemised beverage receipts received by insurers within 28 days of the achievement.
- y) Sections 1 to 9 may be subject to time limitations when reporting an incident or submitting a claim form. These are stated in 'How to Make a Claim'.

### **PERIOD OF INSURANCE**

The Period of Insurance as stated in your Insurance Schedule.

### **YOUR RIGHT TO CANCEL**

This is an insurance facility provided by Golf Care. As such there is no option to cancel the Insurance should you decide that you do not require the cover, unless you notify Golf Care in writing within 14 days of receipt of your Insurance documents. After this period there is no facility to cancel the Insurance should you decide that you do not require cover.

### **MAKING A CLAIM**

Should you wish to make a claim under this insurance please contact:

Golf Insurance Claims Department,  
Woodgate & Clark Loss Adjusters,  
The Red House,  
King Street,  
West Malling,  
Kent  
ME19 6QT.

Telephone (local rate): +44 (0)844 875 1562

Fax: +44 (0)844 875 1563

or Email: [golfclaims@woodgate-clark.co.uk](mailto:golfclaims@woodgate-clark.co.uk).

## OUR COMPLAINTS PROCEDURE

If you have a complaint, please address it to:  
Complaints Department,  
Golf Care,  
The Royals,  
Altrincham Road,  
Manchester  
M22 4BJ.

Telephone +44 (0)800 158 5515  
or email: [complaints@thejrwwgroup.co.uk](mailto:complaints@thejrwwgroup.co.uk).

If your dissatisfaction concerns a claim please also refer it to us at Golf Care. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you may refer the matter to

Complaints Department,  
Lloyd's,  
One Lime Street,  
London  
EC3M 7HA.

Telephone +44 (0)20 7327 5693  
or email [complaints@lloyds.com](mailto:complaints@lloyds.com).

It may be that you have access to the Financial Ombudsman Service if you are still not satisfied with Lloyd's response to your complaint. For further information on your eligibility please visit: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or contact us.

## YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## COMPENSATION

The Financial Services Compensation Scheme (FSCS) provides compensation in case any FCA authorised company goes out of business or into liquidation and are unable to meet any valid claim under their policies. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. 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, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on +44 (0)800 678 1100 or +44 (0)20 7741 4100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## STATEMENT OF DEMANDS AND NEEDS

This policy provides Golf Insurance and is suitable to meet the needs of those persons requiring insurance for:

- Personal Liability
- Third Party Property Damage
- Golf Equipment
- Equipment Hire
- Personal Accident
- Dental Treatment
- Hospitalisation
- Loss of Club Subscription
- 'Hole In One'

as detailed in this Insurance Booklet and Insurance Schedule.

Golf Care Golf Insurance, is usually renewable on an annual basis. JRW Group Services Ltd is Authorised and Regulated by the Financial Conduct Authority.

# GOLF CARE INSURANCE

Effected on behalf of Certain Underwriters at Lloyd's ('The Underwriters', hereinafter referred to as "us", "we" or "our") by JRW Group Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

This is to certify that in accordance with the authorisation granted under the contract (the number of which is specified in the Insurance Schedule) to the undersigned by Certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium which forms part of the premium specified in the Insurance Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claim hereunder shall be forfeited.

In witness whereof this insurance has been signed at the place stated and on the date specified in the Insurance Schedule by JRW Group Services Ltd.



Authorised Signatory  
JRW Group Services Ltd

JRW Group Services Ltd is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities.

We must draw your attention to a number of important features of this Insurance:

## IMPORTANT FEATURES:

**Insurance Booklet:** You should read this document carefully in conjunction with the Insurance Schedule. It gives details of what is and is not covered by the Insurance and the Conditions and Exclusions of the cover.

## Conditions, Exclusions and Warranties:

Conditions and exclusions will apply to individual sections of the Insurance while general exclusions, conditions and warranties will apply to the whole Insurance.

**Limits:** All sections have limits on the amount we will pay under that section. Some sections also include inner limits for example for one item.

**Excesses:** Claims under certain sections will be subject to an Excess. Where there is an Excess, you will be responsible for paying the first part of a claim.

**Reasonable Care:** You are required to take all reasonable care to protect yourself and your Property and to act as though you are not insured.

**Complaints:** This insurance includes a complaints procedure which tells you what steps you can take if you wish to make a complaint.

**'Cooling Off' Period:** This Insurance Booklet contains a 'cooling off' period as detailed in 'Your right to cancel'.

**Residence:** includes any outbuildings such as garages, shed's and other storage areas.

**United Kingdom:** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

This Insurance is governed by the law of England and Wales, unless you and we have agreed otherwise. If you would like more information, you should ask the person providing the insurance, particularly if you feel the insurance may not meet your needs.

**PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY. If the insurance does not meet your requirements please return it within 14 days from receipt of documentation.**

Please note that this Insurance is only available to individuals who are non-professional Golfers and resident in the United Kingdom.

## DEFINITIONS

The following words will have the same meaning wherever they appear in this Insurance Booklet unless otherwise stated:

**Accident** means as an external, sudden, unexpected, unusual specific event occurring at a definable time and place.

**Excess** means the first part or amount you will be responsible for paying in the event of a claim.

**Golf Equipment** means Clubs, Balls, Bags, Trolleys, Clothing, GPS Devices, GPS Watches and Accessories (excluding Buggies) specifically designed and purchased for playing Golf. Golf Equipment extends to include Baggage, Personal Possessions and Trophies up to the limit defined in your Insurance Schedule.

**Golfing Event** means whilst playing or practicing Golf at a recognised Golfing venue or attending a Golfing activity as a spectator or guest.

**Hotel Golfing Break** means a pre booked period away from your residence for the primary purpose of Playing Golf which includes overnight hotel accommodation, but always within the Territorial Limits defined in your Insurance Schedule.

**Insurance Schedule** sets out the specific terms and values applicable to the cover and should be read together with the Insurance Booklet. In addition to the Insurance Booklet an Insurance Schedule will be provided.

**Insurance Valuation** means a dated document obtained when no other evidence of purchase is available and must include a full description of your Golf Equipment together with an estimated replacement value per item. The valuation should be undertaken by the original retailer or supplier of the equipment. If this is not possible, then from a recognised Golf Equipment supplier.

**Indemnity Value** means the value of the article immediately prior to the loss or damage.

**Period of Insurance** means the period effective as detailed in your Insurance Schedule.

**Personal Possessions** means clothing, baggage, and articles of personal use, but not including money, credit, debit or store cards which are normally carried away from the home.

**Property** means Golf Equipment defined above.

**Playing Golf** means as being physically engaged in a continuous round of Golf or practice session at a recognised Golfing venue.

**Vehicle** means a car or a van. A van must have a secure bulkhead with no direct access between the front cab and the back storage area. The storage area must not be visible through the vehicles windows.

## **OPERATIVE TIME**

Insurance cover granted hereunder shall apply to you for the purpose of Playing Golf or attending a Golfing Event subject to the following:

- (a) Your cover is operative only during the following times. Losses occurring outside of these times will not be covered.
  - (i) From the time you leave your normal or temporary residence, place of work or education, whichever the later, to commence your journey to, whilst travelling to, during or travelling from a Golfing Event, until returning to your normal or temporary residence, place of work or education after the Golfing Event, whichever the earlier, excluding any theft from a Vehicle left unattended at any time between the hours of 10 pm and 8 am, but always within the Territorial Limits defined in your Insurance Schedule;
  - (ii) From the time you leave your normal or temporary residence, place of work or education whichever the later, whilst on a Hotel Golfing Break, until returning to your normal or temporary residence, place of work or education after the Hotel Golfing Break, whichever the earlier;
- (b) Where the Territorial Limits defined in your Insurance Schedule is Europe or Worldwide, the Operative Time for cover under Sections 3 & 4 only, is deemed to be from the time you leave your normal or temporary residence, place of work or education whichever the later, whilst travelling to your overseas destination and accommodation, until returning to your normal or temporary residence, place of work or education after the Golfing Event, whichever the earlier;
- (c) Cover under Section 3 is extended at any time in respect of Golf Equipment stored in a securely locked locker at a recognised Golfing venue subject to the locker showing evidence of forcible and violent entry;
- (d) Cover under Section 3 is further extended at any time in respect of Golf Equipment which is subject to Loss or Damage resultant from Fire whilst at a recognised Golfing venue.

Losses occurring outside of this Operative Time will not be covered.

## TERRITORIAL LIMITS

Cover shall only apply within the Territorial Limits as defined in your Insurance Schedule, HOWEVER we draw your attention to Condition and Exclusion (a) (x) in Section 1 - Personal Liability.

## SECTION 1

### PERSONAL LIABILITY

We will indemnify you up to the limit stated in the Insurance Schedule (which is inclusive of all costs and expenses) against legal liability for:

- (a) Bodily injury to any third parties other than your employees or members of your immediate family;
- (b) Damage to Property belonging to others, but not any property that is owned by or in the custody or control of you or your immediate family, arising from an Accident occurring during the Operative Time.

### CONDITIONS AND EXCLUSIONS – SECTION 1

- (a) We shall not be liable for claims arising directly or indirectly from:
  - (i) Employers liability, or contractual liability or liability to a member of your immediate family (spouse, children, parents, siblings and their families);
  - (ii) any animals that belong to you or are in your care, custody or control;
  - (iii) any wilful, malicious or unlawful act;
  - (iv) the ownership or use of Land;
  - (v) pursuit of trade, business or profession;
  - (vi) ownership, possession or use of vehicles, aircraft or watercraft, other than motorised golf buggies;
  - (vii) the influence of intoxicating liquor, drugs or the use of firearms;
  - (viii) legal costs resulting from any criminal proceedings;
  - (ix) directly or indirectly relating to Asbestos.
  - (x) any claims brought against you where United Kingdom jurisdiction does not apply.

(xi) legal liability directly or indirectly arising from Road Traffic Acts.

- (b) In the event of a claim under this Section, you shall immediately send us any notification, writ, summons or legal process and provide us with all the necessary information and assistance to enable us to negotiate the claim or to institute proceedings.

You shall not negotiate, pay, settle, admit or repudiate any claim without our written consent.

- (c) We shall not be liable for damage, illness or disease directly or indirectly arising out of communicable disease.
- (d) The Sum Insured stated in the Insurance Schedule shall be inclusive of all costs relating to the defence of any claim.

You must notify us immediately of all circumstances that may give rise to a claim under this section and continue to advise us of the situation until the claim has been resolved.

## SECTION 2

### THIRD PARTY PROPERTY DAMAGE

We will provide cover up to the limit stated in the Insurance Schedule for any loss or damage to the property of others that you may accidentally cause whilst attending a Golfing Event within the territorial limits.

### CONDITIONS AND EXCLUSIONS – SECTION 2

This cover shall not apply where legal liability arises from any agreement to maintain in force insurance in respect of damage to such premises other than as covered hereunder;

Provided in respect of such damage:

- (a) You shall substantiate that the damage occurred;
- (b) The Claim shall be presented in the first instance to the Third Party's own insurers with a request that payment shall be made under any other Insurance which may be in operation. If no such Insurance shall be in force or if such request be refused, you must obtain written

confirmation of such from the Third Party and submit it with full information to us;

- (c) There is satisfactory evidence of the damage being your responsibility and that settlement shall be considered without legal liability or negligence being proven;
- (d) Any claim which falls outside of these conditions or which shall or shall be likely to exceed the limit stated in the Insurance Schedule shall without prejudice to any settlement under this section, nor your liability to any Third Party, be considered under Section 1 of this Insurance where proof of your negligence shall be required to be demonstrated by the Third Party claimant;
- (e) The Damage was not caused by or resulting from any cause listed under Conditions and Exclusions (a) of Section 1.

You must notify us immediately of all circumstances that may give rise to a claim under this section and continue to advise us of the situation until the claim has been resolved.

## SECTION 3 GOLF EQUIPMENT

At our option we agree to pay or replace, to the extent and in the manner provided in this section the cost of repairing or replacing any Golf Equipment up to the limit stated in the Schedule, owned by you (not hired, loaned or entrusted to you), that sustains direct physical loss of or damage by a cause not excluded hereby, occurring during the Operative Time. Losses occurring outside of the Operative Time will not be covered.

We will pay the cost of a comparable replacement for the lost or damaged article providing the article was not more than 3 years old at the date of the loss and provided it was purchased new at the time. If the article was more than 3 years old or was not purchased new at the time, then we will deal with the claim on an Indemnity Value basis or cost of repair whichever the lesser. Any replacement Golf Equipment will be supplied from a preferred supplier approved by us.

If the article is proven to be beyond economical repair, a claim will be dealt with as if the article had been lost.

### Single Article Limits:

Single article limits are determined by the level of Insurance cover you have chosen which is detailed in your Insurance Schedule. In respect of Golf Clubs which form part of your Golf Equipment, a single article is deemed to be each individual Club.

The following Single Article Limits apply in respect of Golf Equipment:

1, 2 or 3 month(s):	£150
Bronze:	£200
Silver:	£200
Gold:	£250
Golf Care Direct or Golf Care Plus:	£400
Platinum:	£500

## CONDITIONS AND EXCLUSIONS – SECTION 3

- (a) You must observe ordinary and proper care in the supervision of the Golf Equipment and in all cases of loss, theft or damage act as if you are uninsured.
- (b) We shall not be liable for:
  - (i) any loss from malicious damage &/or theft, not reported to the Police within 24 hours of discovery and a crime reference number obtained;
  - (ii) any damage or loss or theft of Property in transit which has not been reported to the Carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required. A claim should in the first instance be submitted to the Carrier and we will only consider a claim under this insurance upon their refusal to indemnify you;
  - (iii) loss or theft of any Property left unattended unless the loss or theft shows evidence of forcible and violent entry/ exit to or from any premises, security controlled club house, changing room or any securely locked locker or other similar place of storage;
  - (iv) loss or theft of any Property left unattended in the open other than in the course of Playing Golf;



(v) any theft from an unattended Vehicle which is parked outside or in close proximity to your normal or temporary place of residence or normal or temporary place of work;

(vi) any theft from an unattended Vehicle unless the Property is kept out of sight in a locked boot or a covered luggage area, all the Vehicle's security devices are fully armed and verified by a Police Report;

(vii) any theft from Vehicles left unattended at any time between the hours of 10 pm and 8 am and not otherwise excluded by (b) (vi), unless you are on a Hotel Golfing Break and your Vehicle is parked within the Hotel's car parking area.

(c) Property not covered by this insurance:

- (i) Business samples, goods, tools of trade;
- (ii) Property more specifically insured elsewhere.

(d) We shall not be liable for:

- (i) loss or damage caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind;
- (ii) loss due to confiscation, detention by Customs or other Authority;
- (iii) breakage or damage to fragile articles and any consequence thereof;
- (iv) Loss or Damage to the Golf Equipment while it is within your permanent place of residence or permanent place of work.

(e) In the event of a claim in respect of a pair or set of articles we shall only be liable in respect of the value of that part of the pair or set which is lost, stolen or damaged.

(f) Claims will be considered on an Indemnity Value basis unless substantiated by one or more of the following:

- (i) an original sales purchase or till receipt;
- (ii) an Insurance Valuation undertaken prior to any loss or damage;
- (iii) a Bank or Credit card Statement showing evidence of purchase.

(g) The amount stated in the Insurance Schedule as the Excess.

## **SECTION 4**

### **EQUIPMENT HIRE**

In the event of loss of or damage to the Golf Equipment Insured under Section 3 we will pay to you the cost of temporary hire of equipment up to the limit stated in the Insurance Schedule provided always that such equipment hired shall be of a comparable kind to and not substantially better than that lost or damaged.

### **CONDITIONS AND EXCLUSIONS**

#### **– SECTION 4**

(a) Any claim under this Section shall be subject to there being a valid and collectable claim under Section 3 for Loss or Damage to Golf Equipment.

(b) If the total amount of the claim for loss or damage to the Golf Equipment and Equipment Hire is less than the amount of the Excess under Section 3 as defined in the Insurance Schedule, then no claim shall be payable.

Nevertheless if the total amount of the claim for Loss or Damage to the Golf Equipment and Equipment Hire exceeds the amount of the Excess under Section 3 as defined in the Insurance Schedule, then we will pay to you the amount by which the total amount so claimed exceeds the Excess.

(c) Claims will not be considered under this Section unless substantiated by one or more of the following:

- (i) an original sales purchase or till receipt;
- (ii) a Bank or Credit Card Statement showing evidence of Hire.

(d) You will do all things reasonable to minimise the amount of Hire charges incurred as a result of the loss of or damage to your Golf Equipment.

## SECTION 5

### PERSONAL ACCIDENT

Subject to the Conditions and Exclusions of this section and the General Conditions, Claims Conditions and Exclusions, if during the Operative Time you sustain injury caused by an Accident which shall solely and independently of any other cause within 180 days from the date of the Accident result in:

- (a) Your Death
- (b) Loss of one or more of your limbs by physical separation at or above the wrist or ankle.
- (c) the total irrecoverable loss of sight of both eyes as measured by the Snellen scale.
- (d) the total irrecoverable loss of sight of one eye or the partial irrecoverable loss of sight of one or both eyes as measured by the Snellen scale. Partial irrecoverable loss of sight shall be deemed to be the loss of 50% or more of vision of one eye for which no more than the limit defined in your Insurance Schedule will be payable.
- (e) Permanent Total Disablement that prevents you from engaging in any occupation.

Then we shall pay to you or your heirs and executors the amount stated in the Insurance Schedule.

Note: For persons under 18 years of age the death benefit is limited to £1,000.

For persons aged 80 and over benefits (a), (b), (c) and (d) are limited to £5,000 and there is no cover under (e).

### CONDITIONS AND EXCLUSIONS – SECTION 5

- (a) We shall not pay any claims where at the time of taking out this insurance you were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim.
- (b) We shall not be liable for claims directly or indirectly arising from:
  - (i) any activities other than recreational Golfing activities, wilful exposure to risk (other than in an attempt to save human life), manual work in connection with a

profession, business or trade, or flying (except whilst travelling as a passenger in a fully licensed multi-engined passenger carrying aircraft);

- (ii) suicide or attempted suicide, intentional self injury;
- (iii) the effects of intoxicating liquors or drugs;
- (iv) motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle;
- (v) any circumstance manifesting itself prior to the date of issue of your Insurance;

- (c) In the event of a claim a medical adviser or advisers appointed by us shall be allowed to examine you as often as we deem it necessary.
- (d) We shall not be liable for any claim arising from medical or surgical treatment (unless rendered necessary by accidental bodily injury which is covered by this insurance).
- (e) Payment of permanent disability benefit shall be made on certification by a medical referee that you are totally disabled from engaging in any gainful occupation for 12 months and at the end of that time you are beyond hope of improvement.
- (f) We shall not pay for more than one lump sum benefit under this Section.

## SECTION 6

### DENTAL TREATMENT

We will pay you the amount of Dental, Surgical, and Specialist's Fees, Hospital, Surgical and Medical Requisites, up to but not exceeding in all the Sum Insured shown in the Insurance Schedule in respect of any Dental Injury sustained by you during the Operative Time, and caused by an Accident independent of any other cause by your participation in the said round or practice session (hereinafter referred to as Dental Injury). Expenses shall only be those necessarily and reasonably incurred within 12 months of the date of Dental Injury.

## **CONDITIONS AND EXCLUSIONS – SECTION 6**

We shall not be liable for any treatment as a result of:

- (a) Self inflicted injury.
- (b) Cosmetic or plastic surgery unless necessitated by a Dental Injury occurring whilst Insured.
- (c) Examinations, X-rays, extractions, fillings and general dental care except as a result of Dental Injury.
- (d) Examination for check-up purposes not incidental to the Dental Injury.
- (e) Any condition which originated prior to you becoming insured by this Insurance.
- (f) Damage to dentures, bridges or other forms of dental prosthetics unless caused by a Dental Injury.
- (g) Normal wear and tear.
- (h) Dental Injury caused by foodstuffs including foreign bodies therein.
- (i) Dental Injury which is not apparent within 7 days of the date of Dental Injury.
- (j) The amount stated in the Insurance Schedule as the Excess.

## **SECTION 7 HOSPITALISATION**

We will pay the amount shown in the Insurance Schedule if as a result of having sustained Bodily Injury whilst Playing Golf or attending a Golfing Event, you as the Insured Person are admitted to hospital as an in-patient for a period of not less than 24 hours on the recommendation of a Medical Practitioner or an appropriate doctor attached to the Hospital. The benefit will cease either at the expiry of 25 days or when the insured person is discharged from Hospital, whichever shall occur first.

The Maximum amount payable per day is as defined in your Insurance Schedule.

## **CONDITIONS AND EXCLUSIONS – SECTION 7**

The period stated in the Insurance Schedule which

shall apply as the Excess in the event of a claim under this section.

In the event of a claim a medical adviser or advisers appointed by us shall be allowed to examine you as often as we deem it necessary.

This Insurance shall not apply to Hospitalisation caused by or resulting from the following:

- (a) Any self inflicted injury.
- (b) Any examination for check-up purposes.
- (c) Any condition which originated prior to you becoming insured by this Insurance.
- (d) If the Insured Person is confined to a bed in any institution used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

## **SECTION 8 LOSS OF CLUB SUBSCRIPTION**

Where you have paid an annual amount for your Golf club membership subscription and you have become disabled from Playing Golf during the Operative Time due to an Accident, we will pay to your Golf Club the monetary value of the unused and irrecoverable portion of your subscription for the remaining period to the end of the current membership year, up to the sum insured stated in the Insurance Schedule. This benefit applies to one subscription only.

## **CONDITIONS AND EXCLUSIONS – SECTION 8**

- (a) We shall not pay any claims if prior to the Period of Insurance defined in your Insurance Schedule you were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim.
- (b) We shall not be liable for claims directly or indirectly arising from:
  - (i) any activities other than recreational Golfing activities, wilful exposure to risk (other than in an attempt to save human life), manual work in connection with a profession, business or trade, or flying

- (except whilst travelling as a passenger in a fully licensed multi-engined passenger carrying aircraft);
- (ii) suicide or attempted suicide, intentional self injury;
  - (iii) the effect of intoxicating liquors or drugs;
  - (iv) motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle;
  - (v) any pre-existing defect, infirmity, sickness or disease at the time of an Accident.
- (c) In the event of a claim a medical adviser or advisers appointed by us shall be allowed to examine you as often as we deem it necessary.
  - (d) We shall not be liable for any claim arising from medical or surgical treatment (unless rendered necessary by accidental bodily injury covered hereunder) occurring during the Operative Time.
  - (e) We shall not pay for more than one amount of benefit under this Section during the Period of Insurance as defined in the Insurance Schedule.
  - (f) The period stated in the Insurance Schedule as the Excess.
- (b) Score Cards must be fully completed, signed and countersigned by the Club Secretary.
  - (c) No practice shots are allowed and holes shall not be shorter than the Club specification.
  - (d) Claims must be submitted in writing, together with the original itemised cash register receipts to us within 28 days. Receipts must be those incurred on the day of achievement and only from the club premises.
  - (e) If you make a claim knowing it to be fraudulent, all coverage hereunder shall be void, all claims hereunder shall be forfeited and the tournament Club Secretary advised.

## SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

The Underwriters shall not provide cover nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## SECTION 9 HOLE IN ONE

We agree to pay any amount up to the limit stated in the Insurance Schedule to cover celebratory Club House beverage expenses in the event you shall achieve a 'hole in one' during the course of playing a round of Golf.

## CONDITIONS AND EXCLUSIONS – SECTION 9

- (a) This Section will only apply during 18 hole medal or club competitions which conforms with the rules and regulations laid down by the International Amateur Golfers Association.

# GENERAL CONDITIONS, CLAIMS CONDITIONS AND EXCLUSIONS

(APPLICABLE TO ALL SECTIONS)

## HOW TO MAKE A CLAIM

Please read the Claims Notification under the General Conditions, Claims Conditions and Exclusions section of this booklet. Next, provide details of your claim and obtain a claim form by either

Telephone (local rate): +44 (0)844 875 1562,

Fax: +44 (0)844 875 1563

or Email: [golfclaims@woodgate-clark.co.uk](mailto:golfclaims@woodgate-clark.co.uk).

No claim shall be payable unless the terms of this condition have been complied with.

## CLAIMS NOTIFICATION

If an event giving rise to a claim under this Insurance occurs you shall:

- 1) notify us as stated in 'How to make a claim' as follows:
  - (a) Section(s) 1-8 - Completed claim form within 30 days of the date of the incident occurring;
  - (b) Section 9 - Completed claim form within 28 days of the date of achievement;
  - (c) Within 7 days of the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

## CLAIMS CONTROL

- 1) If an event giving rise to a claim under this Insurance occurs you shall:
  - (a) take immediate action to minimise the loss, destruction, damage, injury, illness or disease;
  - (b) pass every letter claim writ summons and process to us immediately upon receipt.
- 2) We shall have sole control of all claims procedures and settlements.
- 3) No admission, offer, promise, payment, or indemnity shall be made or given by you or on your behalf without our written consent.
- 4) On the happening of an event which gives rise to a claim we or any person authorised by

us may without thereby incurring any liability or diminishing any of our rights under this insurance enter, take or keep possession of the Premises where the event occurred and may take possession of or require to be delivered to them any property insured and deal with such property for all reasonable purpose and in any manner.

- 5) If you or anyone acting on your behalf does not comply with our requirements or hinders or obstructs us in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.
- 6) No property may be abandoned to the Underwriters whether taken possession by them or not.
- 7) We may at any time at our sole discretion pay to you the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. We shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment provided that in the event of a claim or series of claims resulting in your liability to pay a sum in excess of the Sum Insured or Limit of Indemnity our liability for such costs and expenses shall not exceed an amount being in the same proportion as our payment to you bears to the total payment made by you or on your behalf in settlement of the claim or claims.

## CLAIMS CONDITIONS

- 1) If an event giving rise to a claim under this Insurance occurs you shall:
  - (a) ensure the Police are notified in respect of malicious damage &/or theft incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained;
  - (b) provide us with all proofs and information in relation to a claim that we may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters.
- 2) If at the time of any loss, damage or liability arising hereunder there is any other insurance

covering the same loss, damage or liability we will pay only our rateable proportion.

3) We shall not be liable for:

- (a) illness, Accident, loss, damage, liability or any expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to by or arising from:
  - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (ii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, civil commotion, rebellion, revolution, insurrection or military or usurped power, or confiscation or detention or nationalisation or requisition or destruction of or damage to property by or under the order of any government or other authority;
  - (iii) terrorism (including, without limitation, contemporaneous or ensuing loss, damage, legal liability or bodily injury caused by fire and / or looting and / or theft.). Terrorism means any act or acts of force and / or violence which is either for political, religious or other ends; and / or directed towards the over-throwing or influencing of the Government de jure or de facto; and / or for the purpose of putting the public or any part of the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation. IN ANY CLAIM and in any action, suit or other proceedings to enforce a claim hereunder the BURDEN OF PROVING that such claims do not fall within the Terrorism Exclusion set out above shall be upon you;
  - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

(b) Any consequential loss whatsoever.

- 4) You must exercise reasonable care to prevent Accident, injury, loss or damage and at all times act as if uninsured.
- 5) The due observance and fulfilment of all terms and conditions of this Insurance by you, or anyone acting on your behalf insofar as they relate to anything to be done or complied with by you or anyone acting on your behalf shall be a condition precedent to our liability to make any payment under this Insurance.
- 6) You shall reimburse to us any expenses not covered by this insurance, which are incurred by us on your behalf.
- 7) If you or any person acting on your behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this Insurance shall become void and all claims hereunder shall be forfeited.
- 8) All claims arising under this Insurance shall be governed by the law of England and Wales whose Courts alone shall have jurisdiction in any dispute arising hereunder.
- 9) No refund of premium is allowed following the date of issue of this Insurance, unless your Golf Care Insurance is cancelled within 14 days of purchase in accordance with The Golf Care's 14 day money back provision and no claims have occurred.
- 10) We shall not be liable for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of the failure or fear of failure or inability of any equipment or any computer program, whether or not you own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.

# COMPLAINTS PROCEDURE

If you have a complaint, please address it to:

Complaints Department,  
Golf Care,  
The Royals,  
Altrincham Road,  
Manchester  
M22 4BJ.

Telephone **+44 (0)800 158 5515**  
or email **admin@golfcare.co.uk**.

If your dissatisfaction concerns a claim please also refer it to us at Golf Care. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you may refer the matter to

Complaints Department,  
Lloyd's,  
One Lime Street,  
London  
EC3M 7HA.

Telephone **+44 (0)20 7327 5693**  
or email **complaints@lloyds.com**.

It may be that you have access to the Financial Ombudsman Service if you are still not satisfied with Lloyd's response to your complaint. For further information on your eligibility please visit:

**www.financial-ombudsman.org.uk** or contact us. All referrals to the Financial Ombudsman must take place within 6 months of the date of your last correspondence with Golf Care in relation to the complaint.

To refer a complaint to the Financial Ombudsman Service then either call **+44 (0)300 123 9 123** or visit

**www.financial-ombudsman.org.uk/consumer/complaints.htm**

to download a complaints form.



**SPECIALIST GOLF INSURANCE**

The Royals, Altrincham Road, Manchester M22 4BJ

Tel: 0800 158 5515 · Fax: 0845 305 8100

email: [admin@golfcare.co.uk](mailto:admin@golfcare.co.uk)

[www.golfcare.co.uk](http://www.golfcare.co.uk)