

**GOLFGUARD GOLF EQUIPMENT INSURANCE**  
**FULL TERMS OF CONTRACT NO:10037**

Thank you for choosing Equity Red Star for your Golf Equipment Insurance.

This document sets out what is and what is not covered, together with the sum insured and any special terms that may apply.

Please check that it meets your needs and that you understand it. If you have any questions about this document, please contact Golfguard Ltd who will be pleased to help you.

**Our promise to you**

We aim to provide a first class service. However, if you need to complain, or you feel that we have not kept our promise, please contact Golfguard Ltd.

Having contacted Golfguard Ltd, if you are still not satisfied with the way a complaint has been dealt with, please write to the Chief Executive of Equity Red Star.

The address is: 52 Leadenhall Street, London, EC3A 2BJ.

Please quote the reference number shown on the schedule.

After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case.

The address is: Policyholder & Market Assistance, Lloyd's Market Services One Lime Street, London, EC3M 7HA.

Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS).

The address is: The Financial Ombudsman Service, South Quay Plaza, 183, Marsh Wall, London, E14 9SR.

(These procedures do not affect your rights to take legal action if necessary).

**Financial Services Compensation Scheme (FSCS)**

If Equity Red Star is not able to meet its liabilities under this insurance, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). You can get more information from the FSCS or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

Equity Red Star is managed by Equity Syndicate Management Limited which is authorised and regulated by the Financial Services Authority. Equity Syndicate Management Ltd is registered in England, number 426475. The registered office is at Library House, New Road, Brentwood, Essex, CM14 4GD.

**Definitions**

**Us, We, Our** – Equity Red Star

**Equity Red Star** – is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.

**You** – the person named as 'the insured' in the schedule, or as 'the policyholder' in any certificate of insurance or renewal notice applying to this insurance.

**The schedule / amended schedule** – the document showing the golf equipment we are insuring and the cover which applies.

**Certificate of insurance** – a document which is legal evidence of your insurance and which forms part of this document, and which must be read along with this document.

**Territorial limits** – the United Kingdom. This insurance also includes cover anywhere in the world for a maximum period in the aggregate of 120 days in any one 12 month period of insurance.

**Period of insurance** – the period of time covered by this insurance (as shown in the schedule) and any further period we accept your premium for.

**Accident** – a sudden, unexpected, specific event which happens during the period of insurance.

**Bodily injury** – physical injury resulting solely and directly from an accident during the period of insurance caused by violent and external means whilst the insured person is playing golf on a recognised golf course within the territorial limits of the policy.

**Junior** – a person aged 17 or under.

**Road** – a highway and any other road to which the public has access, including bridges over which a road passes.

## SECTION 1 - PERSONAL LIABILITY

**We** will insure **you** for all the amounts which **you** become legally liable to pay up to a maximum limit of £5,000,000 in respect of;

(A) Death or injury to any person (including a hired caddy) while **you** are using golf equipment or a hired golf buggy while playing golf on a recognised golf course within the **territorial limits** of the policy during the **period of insurance**

(B) Any number of claims arising out of one cause for damage to property not belonging to **you** or in **your** custody or control, caused by **your** use of golf equipment while playing golf on a recognised golf course within the **territorial limits** of the policy during the **period of insurance**.

This includes:

- (1) Costs and expenses incurred with **our** written consent.
- (2) Solicitor's fees for representation at any coroner's request, fatal inquiry or Court of Summary Jurisdiction.

In the event of **your** death, **we** will deal with any claim made against **your** estate, provided that the liability is covered by this insurance.

**Jurisdiction clause** - No indemnity shall be given in respect of any judgement, award, or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part).

Irrespective of legal liability, **we** will pay up to £5,000 to make good accidental damage to third party property not belonging to **you** or in your custody or control, caused by **your** use of golf equipment while playing golf on a recognised golf course within the **territorial limits** of the policy during the **period of insurance**.

### Exclusions to Section 1

**Your** insurance does not cover the following.

1. Any liability arising directly or indirectly due to the ownership or occupation of land or building by **you**, or any liability while **you** are engaged in any employment, business or profession.
2. Any liability in the USA & Canada for.
  - (A) Personal or **bodily injury**, or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
  - (B) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
  - (c) Fines, penalties, punitive or exemplary damages.
3. Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.
4. **We** will not be liable for any claim unless any action for damages is brought against **you** in a Court of Law within the United Kingdom
5. Any liability in respect of damage to, or theft of, a hired or borrowed buggy while in **your** custody or control.
- 6.) Any liability for any hired golf buggy whilst on any public highway outside the golf course unless being used on a recognised road crossing between holes on a golf course.

## SECTION 2 - PERSONAL ACCIDENT

If **you** suffer accidental **bodily injury**, as defined in items A to C below, resulting solely and directly from an accident during the **period of insurance** caused by violent and external means while **you** are playing golf on a recognised golf course within the **territorial limits** of the policy, **we** will pay **you** or **your** personal representatives up to the total amount stated against such item. No payment shall be made under more than one of items A, B or C in respect of injuries arising out of the same occurrence.

### Bodily injury benefits

**We** will pay up to a maximum of £50,000 (£4,000 for a **junior**) in respect of;

- A) **Bodily injury** which is the sole cause of death within 12 months from the accident.
- B) **Bodily injury** which, within 12 months from the date of the accident, is the sole and direct cause of;
  - 1) Loss of one or more limbs by physical separation at or above the wrist or ankle.
  - 2) Permanent and total loss of use of one or both hands or legs.
  - 3) Total loss and irrecoverable loss of sight in one or both eyes
- C) **Bodily injury** (not giving rise to benefit under item B) which is the sole and direct cause of **your** being totally disabled and unable to engage in gainful business or occupation for a continuous period of two years, and which will in all probability, to **our** satisfaction, continue for the rest of **your** life.

## SECTION 3 – GOLF EQUIPMENT

**We** will, at **our** discretion, replace as new, golf equipment and/or clothing belonging to **you** in respect of loss, theft or damage during the **period of insurance** while within the **territorial limits** of the insurance. If the item(s) which are the subject of the claim is/ are no longer available/ manufactured **we** will, at **our** discretion, arrange for the replacement of the items with the nearest equivalent.

Please note that:

- A) The total amount payable by **us** during the **period of insurance** in respect of any number of claims will be paid only up to the maximum limit of the sum insured specified on the Schedule.
- B) A limit of £500 will apply to any one item, less any excess that may be applicable to the claim under the insurance.

### Exclusions to Section 3

Your insurance does not cover the following;

- 1) The first £35 of each and every claim. A £100 excess will apply to each and every claim in respect of the theft of golf equipment from an unattended car or from outside the clubhouse/ pro shop.
- 2) The theft of golf equipment from a car, unless it is totally concealed in the car boot, or is totally concealed under the parcel shelf/internal cover supplied by the manufacturer and the car is fully locked and there are signs of forcible entry.
- 3) Any theft, loss or damage whilst insured items are within a caravan, any type of van, commercial vehicle or vehicle used as such, or from a taxi which is owned by **you**.
- 4) The theft of golf equipment from a house or garage, unless they are locked and there are signs of forcible or violent entry.
- 5) The theft of golf equipment from a garden shed or similar outbuilding (unless otherwise agreed in writing by Golfguard Ltd).
- 6) The theft or loss of, or damage to, golf equipment from University Halls of Residence or student accommodation.
- 7) Damage attributed to wear and tear.
- 8) Loss, destruction or damage by vermin or other deterioration, electrical or mechanical breakdown, derangement or any process of cleaning, renovation, repair or whilst being worked upon, faulty workmanship or design.
- 9) Remote control trolleys or ride on golf buggies owned by **you** (unless an additional premium has been paid and cover confirmed in writing by Golfguard Ltd).

- 10) Cover to batteries and chargers including any fire and damage caused by batteries.
- 11) The theft or loss of, or damage to, any type of spectacles or sun glasses.
- 12) Loss of, or damage to, golf equipment while in transit which is not reported to the carrier within 24 hours of discovery and an appropriate written report/claim reference obtained.
- 13) The theft or loss of golf equipment that is not reported to the police within 24 hours of discovery and an appropriate crime reference obtained.

#### **SECTION 4 - CLUB SUBSCRIPTION**

**We** will provide a pro rata reimbursement of **your** club subscription fees resulting solely and directly from an **accident** during the **period of insurance**, caused by violent and external means while **you** are playing golf, rendering **you** unable to play golf for more than 60 consecutive days, up to a maximum period of 12 months and a maximum limit of £1500 in any one **period of insurance**.

**Claims settlement** – In order that reimbursement under this section can be made, a doctor's certificate must be provided, at **your** own expense, together with details of the club subscription paid.

#### **SECTION 5 - HOSPITAL COVER**

**We** will reimburse the cost of **your** emergency hospitalisation resulting solely and directly from an accident during the **period of insurance** caused by violent and external means while **you** are playing golf. This benefit does not apply to the first 24 hours of **your** hospitalisation, and shall be limited to £50 per 24 hour period thereafter up to a maximum of 14 days during the **period of insurance**, up to a maximum limit of £700.

#### **SECTION 6 - DENTAL TREATMENT COVER**

**We** will reimburse the cost of any emergency dental treatment required as a result of injury to **your** teeth caused by a direct external blow whilst playing golf, up to a maximum limit of £300.

**CLAIMS SETTLEMENT** – **You** will be required to provide us with an invoice for the cost of treatment, at **your** own expense, in the event of a claim being made under this section.

#### **Exclusions to Section 6**

**We** shall not be liable for treatment directly or indirectly as a result of;

- A) Injury caused by foodstuffs (including foreign bodies therein).
- B) Wear and tear.
- C) Injury caused other than by direct external oral impact.
- D) Damage which is not apparent within seven days of the date of the accident resulting in dental injury.
- E) Damage to dentures occurring other than when being worn.

#### **SPECIAL EXCLUSIONS IN RESPECT OF SECTIONS 2, 4, 5, AND 6**

**You** are not covered for any loss or injury:

- A) Sustained while under the influence of intoxicants or drugs.
- B) Caused, contributed to or aggravated by pregnancy or childbirth.
- C) Caused, contributed to or aggravated by any physical condition, defect, infirmity, disease or illness existing prior to any accident to which this policy applies.
- D) Caused by an accident if not caused by violent and external means while **you** are playing golf.

#### **SECTION 7 – HIRE OF GOLF EQUIPMENT**

**We** will reimburse hire charges up to £250 following loss of golf equipment which is subject to a claim under the policy during overseas travel. A receipt in respect of the hire charges is required.

## SECTION 8 - LOSS OF GOLFING TROPHIES

**We** will provide cover for the loss of any golfing trophies whilst they are in **your** care, custody or control up to a maximum limit of £1000 where there is no other insurance in force.

## SECTION 9 - PERSONAL EFFECTS

**We** will provide cover for the theft of, or damage by fire, for personal effects (non golf related) owned by **you** while left in a golf clubhouse or professional golf shop up to a maximum limit of £500 with a £100 limit in respect of any one item

### Exclusions to Section 9

**Your** insurance does not cover the following;

- 1) The first £35 of each and every loss or claim.
- 2) Theft or loss of, or damage to any type of computer, money, credit cards, securities and documents in any form, mobile phones, jewellery, articles of precious metals, stones, fur, watches, spectacles, or property more specifically insured elsewhere.

## SECTION 10 – TOURNAMENT ENTRY FEES

**We** will reimburse the cost of golf tournament fees up to a maximum limit of £250 when cancellation of entry to the tournament is due entirely to the unexpected and unforeseen sickness of, or accidental injury, to **you** occurring within 14 days of the tournament start date and rendering **you** unable to play golf.

## GENERAL CONDITIONS

- 1) **Observance of contract terms** - **Our** liability is conditional upon any person claiming indemnity observing the terms and conditions of this insurance.
- 2) **Duty of care** - **You** shall at all times agree to do all things necessary to avoid or diminish a loss under this insurance. Furthermore, this insurance excludes any loss to which **you** and/or any other insured person(s) have contributed to by the lack of due care, diligence, or behaviour the result of which would increase the risk and/or likelihood of a loss under this insurance.
- 3) **Claims procedure** - In order for consideration to be given to any claim, including reimbursement of **your** bar bill following a hole in one in an official club competition (Strokeplay, Medal or Stableford), the matter must be reported to Golfguard Ltd in writing within 14 days of the incident occurring. Their address is Golfguard Ltd, PO Box 270, East Grinstead, West Sussex, RH19 3WP and telephone and fax number 01342 318 368.
- 4) **Claims settlement - pairs and sets** - **We** will not pay the cost of replacing or repairing any undamaged part of **your** golf equipment / golf clothing which forms part of a pair or set when the loss or damage is restricted to a single item or part of the set.
- 5) **Damaged items** - **We** will not pay the cost of repairing or replacing damaged golf equipment unless the damaged item(s) is retained by **you** and is made available for inspection if requested by **us**.
- 6) **Insurers rights** - No admission, offer, promise, payment or indemnity shall be made by **you**, or given by anyone acting on **your** behalf, without **our** written consent. **We** will be entitled to conduct or settle any claim at **our** discretion and **you** shall give **us** any information and assistance that **we** require.
- 7) **Other insurances** – If the loss, damage or injury which is the subject of a claim under this policy is covered by any other insurance, including Golfguard Ltd Golf Insurance Cover, **we** will pay only our proportionate share of the claim.
- 8) **Special provisions** - In the event of bodily injury which is covered by this insurance **you** shall seek and act upon medical advice as soon as possible.
- 9) **Cancellation** –
  - a) **We** shall be entitled to cancel this insurance by sending seven days notice, by registered letter, to **your** last known address.

- b) If this insurance does not meet **your** particular requirements **you** may cancel it by sending **us** written notice and returning **your** documents, including the certificate of insurance, within fourteen days of **you** receiving it or within fourteen days of inception, whichever is later. **We** will return any premium paid less a charge equal to the period of cover **you** have had.
- c) **You** can cancel this policy at any time by telling **us** in writing and returning **your** certificate of insurance. If a claim has not been made in the current **period of insurance we** will return any premium less a charge equal to the period of cover you have had. If a claim has been made **we** will not give **you** a refund.

## GENERAL EXCLUSIONS

**Your** insurance does not cover the following;

- 1) **War and similar risks** - Any liability, loss or damage caused by, contributed to or arising from war, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power being seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any similar event.
- 2) **Sonic bang** - Any loss, destruction or damage caused directly by pressure waves from aircraft or other aerial devices travelling at Sonic or Supersonic speeds.
- 3) **Pollution or contamination** - Any liability for death, injury, illness, loss of, or damage to property arising directly or indirectly from pollution or contamination, unless it is directly caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

**Our** liability for compensation payable in respect of all pollution and contamination which is deemed to have occurred during the **period of insurance** shall not exceed the amount specified in the Schedule.

For the purpose of this exclusion, pollution or contamination means;

- A) All pollution or contamination of buildings or other structures, or of water, land or the atmosphere.
- B) All loss, damage or injury resulting directly or indirectly by pollution or contamination.
- 4) **Golf professionals** - Any liability, loss or damage arising out of or in connection with the pursuit of the sport of golf in a professional capacity unless specifically agreed by us in writing.
- 5) **UK residents – age limits** – This insurance is only available to UK residents who are aged between 8 and 85 years old (unless otherwise agreed in writing by Golfguard Ltd).
- 6) **Millennium exclusion** - **We** will not provide indemnity for any legal liability directly or indirectly caused by, consisting of, or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software, whether **your** property or not, and whether occurring before, during or after the year 2000;
  - a) To correctly recognise any date as its true calendar date.
  - b) To capture, save or retain and /or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date.
  - c) To capture, save, retain or correctly process any data as a result of any command which has been programmed into any computer software, being a command which caused the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date.
- 7) **Terrorism** - Any liability, loss or damage arising directly or indirectly from acts of terrorism (as defined in the UK Terrorism Act 2000) unless we need to provide the minimum insurance needed under the Road Traffic Act.
- 8) **Asbestos** - This Policy does not apply to or include legal liability for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. Subject otherwise to the Terms, Conditions and Exclusions of the Policy.

## **IMPORTANT NOTICE TO POLICYHOLDERS**

The Contracts (Rights of Third Parties) Act 1999 introduces legislation concerning who does, and who does not, have rights under this contract of insurance. The endorsement shown below has been introduced to clarify your situation under the Act. It will be added to your policy from the renewal date. Where we have noted the interest of a building society, bank or other lending institution, this endorsement will not affect what we have already agreed.

## **DATA PROTECTION ACT 1998**

**We** share data with approved organisations for underwriting and fraud prevention purposes. **Your** data may also be processed outside the European Economic Area. In all instances **we** take steps to ensure an adequate level of protection is given to **your** information. In order to assess the terms of an insurance contract or administer claims that arise, **we** may need to collect data that the Data Protection Act 1998 defines as sensitive (such as medical data or criminal convictions). In order to process **your** information for the purposes of providing insurance and claims handling, it may be necessary to pass **your** information to carefully selected third parties and other Group companies. By proceeding with this application you signify your consent to such information being processed this way.

If you have any queries, please contact the Company Secretariat at: Equity Insurance Group Limited, Library House, New Road, Brentwood, Essex, CM14 4GD.

## **CONTRACT RIGHTS**

This is a legally binding contract of insurance between **you** and **us**. This contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of this contract without getting anyone else's permission.

## **WORLDWIDE COVER**

This policy is extended to include cover anywhere in the world subject to the terms and conditions stated within this document for up to a total of 120 days in any one period of insurance.

**We** will not be liable for any claim unless any action for damages is brought against the insured in a Court of Law within the United Kingdom.

**For further information of assistance kindly contact:**

**Golfguard Ltd, PO Box 270, East Grinstead, West Sussex, RH19 3WP. Telephone or fax: 01342 318 368.**

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