

GOLFGUARD GOLF INSURANCE  
FULL TERMS OF POLICY NUMBER: B1307C150067

Thank you for choosing Novae Syndicates Limited for **your** Golf Insurance.

In return for payment of the premium, **we** agree to insure **you**, as detailed in the **schedule**, subject to the terms and conditions contained in or endorsed on this insurance, where requested against property theft, loss or damage, injury and death if **you** have an accident whilst playing golf during the **period of insurance**.

**You** and **we** are free to choose the law 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 subject to the exclusive jurisdiction of the courts of England.

### Important information

This document, **the schedule** and any endorsement(s) attached form **your** insurance. This document sets out the conditions of the insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place. Please check that it meets **your** needs and that **you** understand it. If **you** have any questions about this document, please contact Golfguard Ltd, PO Box 270, East Grinstead, West Sussex, RH19 3WP. Telephone : 01342 318 368, who will be pleased to help **you**.

It is important that:

- **you** check that the information contained in **the schedule** is accurate and that **the schedule** reflects the coverage **you** have requested (see the “Information you have given us” section below);
- **you** notify **us** of any inaccuracies in the information contained in **the schedule**, or of any changes to that information (see the “Notifying us of any changes or inaccuracies” section);
- **you** take all reasonable steps to prevent loss, damage or an **accident**; and
- **you** comply with the terms of the policy and **your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

### INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance 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.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. 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;
- 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 the cancellation condition as set out in this policy

**We** or **your** insurance intermediary/broker will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** policy.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform Golfguard Ltd as soon as practicable.

### Notifying us of any changes or inaccuracies

**You** must notify Golfguard Ltd, PO Box 270, East Grinstead, West Sussex, RH19 3WP. Telephone -: 01342 318 368;

- without delay if **you** become aware that information **you** have given **us** is inaccurate;
- within fourteen (14) days of **you** becoming aware about any changes in the information **you** have provided to **us** which happens before or during the **period of insurance**;

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the “Cancellation” section of this policy.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

Our promise to you (including How to make a complaint)

If you have any questions or concerns about this policy or the handling of a claim you should, in the first instance, contact: Golfguard Limited. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the

Contact details are as follows:

Complaints, Novae Syndicates Ltd, 21 Lombard Street, London, EC3V 9AH  
Tel No: 020 7050 9000  
e-mail: [complaints@novae.com](mailto:complaints@novae.com)

or

Complaints  
Lloyd's, One Lime Street, London, EC3M 7HA  
Tel No: 020 7327 5693 Fax No: 020 7327 5225  
e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered **your** complaint, you may have the right to refer **your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The FOS will only consider **your** complaint if you are a private individual or a "micro enterprise". A "micro-enterprise" is defined as a business with an annual turnover not exceeding €2million and fewer than ten staff.  
(These procedures do not affect **your** rights to take legal action if necessary).

#### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**We are covered by the Financial Services Compensation Scheme.** You may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations to **you** under this policy. If **you** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

#### Definitions

**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 **You** are playing golf on a recognised golf course within the **territorial limits** of the policy.

**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.

**Golf Equipment** - items necessary in order to play golf but not including golf buggies and those items specifically excluded under Section 3 – **Golf Equipment**.

**Junior** – a person aged 17 or under. Any child under the age of 12 must be accompanied by a responsible adult whilst playing golf.

**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.

#### **Punitive or exemplary damages**

Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.

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

**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**.

**The schedule / amended schedule** – the document showing the cover which applies.

**Us, We, Our** – Novae Syndicates Limited

Syndicate 2007 at Lloyd's managed by Novae Syndicates Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** registration number is 204888.

**You/Your** – 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.

#### 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**, or a hired golf buggy for which **you** are legally liable, 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.

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 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 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. **We** will not be liable for any compensation 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).
6. Any liability in respect of damage to, or theft of, a hired or borrowed buggy while in **your** custody or control.
7. 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 will 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** option, repair or replace as new, **golf equipment** and/or golf 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.

If **we** can repair or replace an item but **we** agree to make a cash settlement **we** will only pay what it will cost **us** to repair or replace the item using **our** own suppliers.

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) Excesses - The first £35 of each and every claim and £100 in respect of GPS/Rangefinders and 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 of **golf equipment** 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**.

- 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) Loss or Damage attributed to wear and tear or anything that happens gradually.
- 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) Loss of, damage to or theft of **remote** control trolleys or Ride on golf buggies owned by **you** unless an additional premium to insure **your** golf buggy has been paid and cover confirmed in writing by Golfguard Ltd.
- 10) Loss of, damage to or theft of GPS golf devices unless included on list of **golf equipment** provided to Golfguard Limited on renewal or on application, with details of make, model and price paid.
- 11) Any cover to batteries and chargers including any fire and damage caused by batteries.
- 12) The theft or loss of, or damage to, any type of spectacles or sun glasses.
- 13) Loss of, or damage to, or theft of **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.
- 14) 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, leaving **you** unable to play golf for more than 60 consecutive days, up to a maximum period of 12 months and a maximum limit of £1,500 in any one **period of insurance**.

**Claims settlement** – In order that reimbursement under this section can be made, **we** will require details of the club subscription paid.

**You** must get and act on advice from a registered medical practitioner, and have any medical examination that **we** ask and pay for. If **you** die, **we** will be entitled to ask for, at **our** expense, a post mortem examination. **You** must give **us** (at **your** own expense) all information and documents **we** may reasonably require in relation to **your** claim. **We** will only ask for information relevant to **your** claim.

#### **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 will 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 will not be liable for treatment as a result of;

- A) Injury caused by foodstuffs (including foreign bodies within any foodstuffs).
- B) Wear and tear or anything that happens gradually.
- 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 any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery or any corrective treatment needed as a result of previous cosmetic surgery.
- C) Caused, contributed to or aggravated by any physical condition, defect, infirmity, disease or illness, whether diagnosed or not, 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 during the **period of insurance** 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 £1,000 where there

## SECTION 9 - PERSONAL EFFECTS

We will provide cover for the loss or 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 camera, computer, money, credit cards, securities and documents in any form, mobile phones, jewellery, articles of precious metals, stones, fur, watches, spectacles, sun glasses 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 leaving **you** unable to play golf.

## SECTION 11 HOLE IN ONE-

We will reimburse **you** in the event that **you** achieve a Hole in One in an official medal or stableford Golf Club competition in respect of the bar bill incurred on the day of the achievement in respect of the customary round of drinks up to £100. Verification by Club Secretary, bar bill and score card is required.

## **GENERAL CONDITIONS**

- 1) **Observance of contract terms - Our** liability is conditional upon any person claiming payment under this policy observing the terms and conditions of this insurance.
- 2) **Duty of care - You** must at all times agree to do all things necessary to avoid or diminish a loss under this insurance. Additionally 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 incurred on the day following a hole in one in an official club competition (Medal or Stableford), the matter must be reported to Golfguard Ltd within 14 days of the incident occurring. Their address is Golfguard Ltd, PO Box 270, East Grinstead, West Sussex, RH19 3WP and Telephone: 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 reimbursement will 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** must give **us** any reasonable information and assistance that **we** require. **We** will only request information in relation to **your** claim.
- 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** must seek and act upon medical advice as soon as possible.
- 9) **Children under the age of 12** - Any child under the age of 12 must be accompanied by a responsible adult whilst playing golf.
- 10) **Cancellation:**

You can cancel this insurance at any time by contacting Golfguard Ltd, PO Box 270, East Grinstead, West Sussex, RH19 3WP.  
Telephone: 01342 318 368

**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.

### Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or

whichever is the later.

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. 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.

## 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) **Pollution or contamination** - **Any liability for death, injury, illness, loss of, or damage to property arising from pollution or contamination, unless it is 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 will 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** will 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 by pollution or contamination.

- 3) **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.
- 4) **UK residents – age limits** – This insurance is only available to UK residents who are aged between 7 and 89 years old (unless otherwise agreed in writing by Golfguard Ltd). Any child under the age of 12 must be accompanied by a responsible adult whilst playing golf.
- 5) **Terrorism** - **Any liability, loss or damage arising 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.**
- 6) **Asbestos** - This Policy does not apply to or include legal liability for any loss, cost or expense arising out of, resulting as a result 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 this Policy.
- 7) **Sanctions**  
**We** will 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.

## Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

## 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 handling claims and complaints, if any, 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.

## 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: 01342 318 368.**