

## GOLFGUARD GOLF BUGGY INSURANCE

### **INTRODUCTION**

This Certificate, including this Introduction, General Definitions, Conditions, the Schedule, coverage Sections and any endorsements, are a single document and are to be read as one contract. In deciding to accept this Certificate and in setting the terms and Premium, **we** have relied on the information which **You** have provided to **us**.

This insurance is underwritten by **Us** and arranged through Golfguard Limited in accordance with the authority granted under Contract No. B1307C150067

Please read this document carefully and make sure that it meets **Your** needs. Contact Golfguard Limited if any corrections are necessary.

In this Certificate, certain words or phrases are specially defined or make reference to the Schedule or to clauses elsewhere in the Certificate.

Please keep this certificate in a safe place – **You** may need to refer to it if **You** have to make a claim.

Please check the coverage to ensure 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**

If **you** have any questions or concerns about 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 matter to:

The Compliance Department, Novae Syndicates Ltd., 71 Fenchurch Street, London, EC3M 4HH or to the Policyholder and Market Assistance team at Lloyd's. Their address is: Policyholder & Market Assistance, Market Services, Lloyd's, One Lime Street, EC3M 7HA Tel No: 020 7327 5693 E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

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." Please quote Contract Number B1164AIXAG36746

The Financial Ombudsman Service,  
South Quay Plaza, 183 Marsh Wall, LONDON, E14 9SR Telephone: 0800 023 4567 from a land line or 0300 123 9 123 from a mobile phone or e-mail [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@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)**

If Novae Syndicate Limited is unable to meet its liabilities under this insurance, you may be entitled to compensation from the FSCS. A claim is protected for 90% without any upper limit. For compulsory types of insurance the claim will be met in full. You can get further information about the compensation scheme arrangements from the FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## DATA PROTECTION ACT

Any information provided to Us regarding Yourself will be processed to Us. In compliance with the provisions of the Data Protection Act 1998 for the purposes **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.

## 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.

## 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.

## DEFINITIONS

**Us, We, Our** means 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(s) named as 'the insured' in the schedule, or as 'the policyholder(s)' in any certificate of insurance or renewal notice applying to this insurance

**The schedule / amended schedule** – the document showing the vehicle 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** – Worldwide for sections 1, 2, 4, 5, 6, 7, 8, and 9. The United Kingdom only for Section 3A.

**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.

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

## SECTION 1 - LIABILITY

### 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 for any number of claims arising out of one cause for accidental **bodily injury** to any person or damage to property not belonging to **you** or in **your** custody or control, caused by **your** use of a golf buggy and golf equipment while playing golf on a recognised golf course within the **territorial limits** of the policy during the **period of insurance**.

This includes:

- (A) Costs and expenses incurred with **our** written consent.
- (B) 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.

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 a golf buggy while playing golf on a recognised golf course within the **territorial limits** of the policy during the **period of insurance**. **We** will not pay the first £100 of any claim under this section.

### 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.

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 indemnity 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 golf buggy while in **your** custody or control.
7. Any liability arising while the insured golf buggy is being:
  - A) Used for a purpose which it is not insured for.
  - B) Driven by, or is in the charge of, anyone who is not mentioned on the Schedule.
  - C) Driven on the **road** by anyone who does not hold a valid UK or EU driving licence to drive the vehicle.
  - D) Driven on any **road** outside the golf course, unless being carried on a purpose built trailer to or from the golf club or while using a recognised **road** crossing between holes on a golf course.
8. Any liability while the insured golf buggy is being used on a **road** unless the vehicle is road legal.
9. The first £100 in respect of damage to third party property

## 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 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;
  - A) Loss of one or more limbs by physical separation at or above the wrist or ankle.
  - B) Permanent and total loss of use of one or both hands or legs.
  - C) 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 the **your** life.

## SECTION 3A – GOLF BUGGY COVER

We will, at **our** own option, repair or replace as new, the golf buggy insured under this policy belonging to **you** in respect of loss, theft or damage during the **period of insurance** while in the **territorial limits** of the certificate. If the golf buggy which is the subject of the claim is no longer available or manufactured, we will, at **our** discretion, replace the golf buggy with the nearest equivalent.

Please note that 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.

### Exclusions to Section 3A

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

- 1) The first £35 of each and every claim.
- 2) Any loss or damage arising while the insured golf buggy is being:
  - A) Used for a purpose which it is not insured for.
  - B) Driven by, or is in the charge of, anyone who is not mentioned on the Schedule.
  - C) Driven on the **road** by anyone who does not hold a valid UK or EU driving licence to drive the vehicle.
  - D) Driven on any **road** outside the golf course, unless being carried on a purpose built trailer to or from the golf club or while using a recognised **road** crossing between holes on a golf course.
- 3) Any loss or damage as a result of a public authority legally removing, keeping or destroying your golf buggy.
- 4) Any loss or damage while the insured golf buggy is being used on a **road** unless the vehicle is road legal.
- 5) Any amount as compensation for you not being able to use your golf buggy (including the cost of hiring another golf buggy).
- 6) Any claim arising as a result of an insured golf buggy that has not been immobilised and padlocked to an immovable object when not in use, or has not been immobilised when left unattended in a secure area of a golf club or a secure garden area.

- 8) Any theft, loss or damage whilst insured golf buggies are within a caravan, any type of van, commercial vehicle or vehicle used as such, or from a taxi which is owned by **you**.
- 9) The theft of a golf buggy from a house or garage, unless they are locked and there are signs of forcible or violent entry and the golf buggy is immobilised.
- 10) The theft of a golf buggy from a garden shed or similar outbuilding (unless otherwise agreed in writing by Golfguard Ltd).
- 11) Damage attributed to wear and tear.
- 12) 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.
- 13) Any claim resulting from **you** hiring or lending the golf buggy insured under this policy to another person unless specifically agreed in writing by Golfguard Ltd.
- 14) Any cover in respect of a golf buggy that is not insured under this policy.
- 15) Cover to batteries and battery chargers including any damage caused by batteries such as spillage and fire or any damage caused as a result of batteries being charged.
- 16) The theft or loss of a golf buggy that is not reported to the police within 24 hours of discovery and the appropriate crime reference obtained.
- 17) Any cover for golf equipment/golf clothing other than the insured golf buggy.
- 18) Any cover outside of the United Kingdom.

#### **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, 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 an **insured person** dies, **we** will be entitled to ask for, at **our** expense, a post mortem examination. **You** or any **insured person** must give **us** (at **your** or their own expense) any documents, information and evidence **we** need.

#### **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, 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 - 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 8 - 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 8

**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, sun glasses or property more specifically insured elsewhere.

## SECTION 9 – 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.

## SECTION 10 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 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 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 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) **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.
- 5) **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 Golf Insurance Cover, **we** will pay only our proportionate share of the claim.
- 6) **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.
- 7) **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..
  - 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.

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.

- 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 18 and 89 years old (unless otherwise agreed in writing by Golfguard Ltd who hold UK driving licences.
- 5) **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.
- 6) **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.

## **WORLDWIDE COVER**

Worldwide cover is provided under this policy only in respect of the following.

### **Section 1 – Personal Liability**

Section 2 – Personal Accident

Section 4 – Club Subscription

Section 5 – Hospital Cover

Section 6 – Dental Treatment Cover

Section 7 – Loss of Golfing Trophies

Section 8 – Personal Effects

Section 9 – Tournament Entry Fees.

Sections 1 – 9 (excluding Section 3A) of the policy include 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. Section 3A cover is provided in respect of the UK only.

**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.**

**01/01/2016 GOLF BUGGY PW**