

Certificate – Option 2

Personal Liability Insurance Cover in respect of Third Party Personal Injury

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** and/or the **Club** have provided to **Us**.

This insurance is underwritten by **Us** and arranged through Golfguard Limited in accordance with the authority granted under:

Contract Number: B1307C160053 in respect of Section 1 – Personal Liability

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.

Certificate Format

Upon request Golfguard Limited can provide Braille, audio or large print versions of the Certificate and the associated documentation including the Key Facts document. Please contact Golfguard Limited who will be pleased to supply an alternative for **You**.

Data Protection Act

Any information provided to **Us** regarding **You** and/or the **Club** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any. This may necessitate providing such information to third parties.

Third Party Rights

It is not the intention of this Certificate that any party except **Us** and those named or defined as **You** and/or the **Club** herein or other parties specifically insured by this Certificate should acquire any rights under or in relation to it or be entitled to the benefit of any of its terms.

Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by and be subject to the law and exclusive jurisdiction applicable to the part of the **United Kingdom** where the **Club** is located.

The language of this contract of insurance and all communications relating to it will be in English.

Cancellation and Cooling Off Period

(a) The Club's Right to Cancel during the Cooling-Off Period

The **Club** is entitled to cancel this Certificate by **Notifying Us** in writing within fourteen (14) days of either:

- (i) the date the **Club** receives this Certificate, or
- (ii) the start of the **Period of Insurance**

whichever is the later.

A full refund of any **Premium** paid will be made unless a claim has been made under this Certificate in which case the full annual **Premium** is due.

(b) The Club's Right to Cancel after the Cooling-Off Period

The **Club** is entitled to cancel this Certificate after the cooling-off period by **Notifying Us** in writing. Any return of **Premium** due to the **Club** will depend on how long the Certificate has been in force unless a claim has been made under this Certificate in which case the full annual **Premium** is due.

(c) Our Right to Cancel

We are entitled to cancel this Certificate by giving the **Club** thirty (30) days' notice in writing. Any return of **Premium** due to the **Club** will depend on how long the Certificate has been in force unless a claim has been made under the Certificate in which case the full annual **Premium** is due.

In the event of cancellation by the **Club** or **Us**, the **Club** will inform **You** of the date such cancellation comes into effect.

Non-Disclosure and Misrepresentation

In deciding to accept this Certificate and in setting the terms and **Premium We** have relied on the information which **You** and/or the **Club** have provided to **Us**. **You** and/or the **Club** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

(a) Misrepresentation in the context of a claim

If, on the presentation of a claim, **We** obtain evidence which establishes that **You** and/or the **Club** have provided incomplete or incorrect information that **We** have relied upon in accepting this Certificate and setting the terms and **Premium We** can at **Our** sole discretion:

- (i) treat this Certificate as if it had never existed and refuse to pay all claims and return the **Premium** paid, if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- (ii) treat this Certificate as if it had been entered into on different terms from those agreed; or
- (iii) reduce proportionately the amount paid on a claim if **We** would have charged more for **Your** Certificate.

(b) Misrepresentation at all other times

If **We** obtain evidence unrelated to any outstanding claim which establishes that **You** and/or the **Club** have provided incomplete or incorrect information that **We** have relied upon in accepting this Certificate and setting the terms and **Premium We** can at our sole discretion amend this Certificate to reflect what **We** would have offered **You** if **We** had received the correct information. **We** have the right to:

- (i) give the **Club** notice in writing that the **Club** must pay more for this Certificate; or
- (ii) give the **Club** notice in writing that the terms of this Certificate have changed; or
- (iii) cancel this Certificate by giving the **Club** thirty (30) days' notice in writing and return any **Premium** paid for the balance of the **Period of Insurance**.

If **We** give the **Club** notice that the terms of this Certificate have changed or that the **Club** must pay more for this Certificate then the **Club** may give **Us** thirty (30) days' notice in writing that they wish to cancel this Certificate.

Any return of **Premium** due to the **Club** will depend on how long the Certificate has been in force and whether a claim has been made under this Certificate.

If **We** establish that **You** and/or the **Club** deliberately or recklessly provided **Us** with false information **We** may:

- (b) decline all claims; or
- (c) retain the **Premium**; or
- (d) cancel this Certificate and treat this Certificate as if it never existed, decline all claims and retain the **Premium**.

Change in Circumstance

You and/or the **Club** must tell **Us** as soon as possible about any changes in the information **You** and/or the **Club** have provided to **Us** which happens before or during any **Period of Insurance**. **We** will tell the **Club** if such change affects this Certificate and, if so, whether the change will result in revised terms and/or **Premium** being applied to this Certificate. If **You** and/or the **Club** do not inform **Us** about a change it may affect any claim made under this Certificate or could result in this Certificate being invalid.

Complaints Procedure

We are dedicated to providing a high quality service and **We** want to ensure that this is maintained at all times. If **You** and/or the **Club** feel that **We** have not offered a first class service or if **You** have any questions or concerns about this Certificate or the handling of a claim **You** and/or the **Club** should, in the first instance, contact Golfguard Limited through whom this insurance was arranged.

If **You** and/or the **Club** are unable to resolve the situation and wishes to make a complaint **You** and/or the **Club** can do so at any time by referring the matter to:

in respect of Section 1 – Personal Liability:

Compliance Officer, Catlin Insurance Company (UK) Ltd.,

20 Gracechurch Street, London, EC3V 0BG

Tel No: 020 7743 8487 E-mail: catlinukcomplaints@catlin.com

If **You** and/or the **Club** remain dissatisfied **You** and/or the **Club** can refer the matter to the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR

Tel No: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Tel No: 0300 1239 123 (free for mobile-phone users paying a monthly charge for calls to numbers starting 01 or 02)

E-mail: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** and/or the **Club** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If **You** and/or the **Club** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk.

Catlin Insurance Company (UK) Ltd.

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their registered office is 20 Gracechurch Street, London, EC3V 0BG. Registered in England No. 5328622.

Golfguard Limited

Golfguard Limited is authorised by the Financial Conduct Authority. Reference Number: 310410. Telephone: 01342 318368 email: info@golfguard.com Registered in England and Wales Number: 2452429. Registered Office: Gotwick Farm, Holtlye Road, East Grinstead, West Sussex, RH19 3PP.

2 Certificate Definitions

All the individual Certificate Sections are subject to the following definitions except where stated

- 2.1 "**Bodily Injury**" means death or injury of any person.
- 2.2 "**Club**" means the Golf Club named in the **Schedule**.
- 2.3 "**Damage**" means physical damage to **Property**.
- 2.4 "**Excess**" means the amount stated in the **Schedule** for which **You** will be responsible in respect of each and every claim.
- 2.5 "**Junior**" means a Member of the Golf Club specified on the Schedule under 18 years of age. A Member under 12 years of age must be accompanied by a responsible adult whilst playing golf.
- 2.6 "**Notified/Notifying**" means that notice is sent in writing by **You** and/or the **Club** (or the **Club's** insurance agent) via Golfguard Limited to, and received by, **Us**. For the avoidance of doubt, notice is not valid if given by any third party (other than the **Club's** insurance agent).
- 2.7 "**Period of Insurance**" means the period stated in the Schedule.
- 2.8 "**Pollution**" means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke vapours, soot, duct, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including, but not limited to, material to be recycled, reconditioned or reclaimed) or contamination of any kind.
- 2.9 "**Premium**" means the amount stated in the **Schedule**.
- 2.10 "**Property**" means tangible property.
- 2.11 "**Recognised Golf Course**" means a golf facility which has a least nine (9) holes. Each hole shall have a minimum hole length of sixty (60) yards and have a total yardage of not less than a thousand (1000) yards for nine (9) holes.
- 2.12 "**Schedule**" means the document entitled "**Schedule**" that relates to and forms part of this Certificate.
- 2.13 "**Territorial Limits**" means in respect of:
 - Section 1 – Personal Liability:
 - (i) Whilst playing golf at a recognised Golf Club anywhere in the world if **You** are an **United Kingdom Resident**
 - (ii) Whilst playing golf at the Golf Club specified on the Schedule in the **United Kingdom** if **You** are not an **United Kingdom resident**
- 2.14 "**Terrorism**" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 2.15 "**United Kingdom**" means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
- 2.16 "**United Kingdom Resident**" means a person who is domiciles in the **United Kingdom** and whose principal address is in the **United Kingdom**.
- 2.17 "**We / us / our**" means in respect of:
 - Section 1 – Personal Liability - Catlin Insurance Company (UK) Ltd.
- 2.18 "**You / Your / Insured**" means a person who is a member of the **Club** specified on the Schedule during the **Period of Insurance**.

3 Certificate Conditions

All the individual Certificate Sections are subject to the

3.1 **Assistance and Co-operation**
You and any person insured must provide **Us** with such information, assistance and co-operation as **We** and/or **Our** counsel may request. **We** shall be entitled to refuse to pay any claim under this Certificate in its entirety if **You** or any person insured fails to do so.

3.2 **Claim Notification**
We shall be entitled to refuse to pay any claim under this Certificate in its entirety if Golfguard Limited is not **Notified** immediately in writing:

- (a) of any claim;
- (b) regardless of any previous notice, of receipt of any Claim Form, Particulars of Claim, Arbitration Notice or any other formal document commencing legal proceedings, copies of all such documents being provided with such notification;
- (c) of any circumstance of which **You** shall become aware which may give rise to a claim;
- (d) of any circumstance of which **You** shall become aware which may give rise to an entitlement to be covered under this Certificate.

In the event that Golfguard Limited is **Notified** during the **Period of Insurance** of any circumstance which in **Our** opinion may give rise to a claim then any subsequent claim which arises directly from the circumstance so **Notified** shall be deemed to have been made during the **Period of Insurance**.

3.3 **Documents Relevant to a Claim**
You or any person insured must ensure that all documents relevant to any claim and any circumstance which is likely to give rise to a claim are not destroyed or otherwise disposed of. **We** shall be entitled to refuse to pay any claim under this Certificate in its entirety if **You** or any person insured fails to do so.

3.4 **Due Diligence**
We shall be entitled to refuse to pay any claim under this **Certificate** in its entirety if **You** do not at all times:

- (a) take all practical precautions to prevent or minimise accidents or **Bodily Injury**;
- (b) take all practical precautions for the safety of or to prevent or minimise **Damage to Property**;
- (c) use **Your** best endeavours to observe and comply with statutory or local authority obligations, regulations, laws and bye-laws.

3.5 **Entitlement to Defend**
We are entitled, but not obliged, to take over and conduct in **Your** name or the name of any person insured the defence or settlement of any claim or to prosecute in **Your** name or the name of any person insured for **Our** own benefit any claim for cover under this Certificate or damages or otherwise. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

3.6 **Fraudulent Claims**
If any claim under this Certificate is in any respect fraudulent this Certificate shall become void and all benefit hereunder shall be forfeited. In such cases, **You** shall not be entitled to the return of a proportionate part of the **Premium** in respect of the unexpired **Period of Insurance**.

No admission, offer, promise or payment is to be made or given by **You** or on **Your** behalf or any person insured without **Our** written consent. **We** shall be entitled to refuse to pay any claim under this **Certificate** in its entirety if any such admission, offer, promise or payment is made.

3.8 **Observance of Certificate Terms**
Our liability will be conditional upon any person seeking reimbursement observing the terms of this Certificate.

3.9 **Other Insurance**
If at the time of any claim there is or but for the existence of this **Certificate** would be any other contract of insurance in favour of or effected by **You** or on **Your** behalf or by or on the behalf of any person insured applicable to such claim **We** shall not be liable to cover **You** or the person insured in respect of such claim for more than **Our** proportion of the total claim thereof

3.10 **Sanctions**
We shall not provide any benefit under this Certificate 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.

4 Section 1 – Personal Liability

4.1 **Insuring Clause**

We will cover **You**:

(a) **Personal Liability**
for any legal liability **You** incur in respect of **Bodily Injury** whilst **You** are playing golf at the Golf Club specified on the Schedule during the **Period of Insurance**.

The maximum amount payable in respect of any claim or claims arising out of one cause in respect of legal liability will not exceed the amount stated in the **Schedule**, including:

- (i) costs and expenses incurred with **Our** written consent; and
- (ii) solicitor's fees for representation at any coroner's inquest, fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of cover under this Section. In the event of **Your** death, **Your** legal personal representatives will be covered in respect of such liability incurred by **You**.

(b) **Road Traffic Act Liability**
for all sums which **You** shall become legally liable to pay in respect of **Bodily Injury** in respect of the Road Traffic Act 1988 whilst **You** are using a **golf buggy hired from the Club** whilst playing golf on a **Recognised Golf Course** within the **United Kingdom** during the **Period of Insurance**.

4.2 **Exclusions**
This Section does not apply to or include cover for or arising out of or relating to:

- (a) **Occupation**
any liability directly or indirectly due to **Your**:
 - (i) ownership or occupation of any land or building; or
 - (ii) pursuit or exercise of any employment, business

(b) **Pollution and/or Contamination**

- (i) any liability in respect of **Pollution** unless 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** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- (ii) any liability in the United States of America and Canada for:
 - (1) personal injury or **Bodily Injury** or loss of, **Damage** to or loss of use of **Property** directly or indirectly caused by **Pollution**, or
 - (2) the cost of removing, nullifying or cleaning-up **Pollution**.

Our liability for all compensation payable in respect of all **Pollution** which is deemed to have occurred during the **Period of Insurance** shall not exceed the amount as specified in the **Schedule**.

(c) **Damages, Fines and Penalties**

any award of punitive or exemplary damages including fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.

(d) **Care, Custody or Control**

in respect of **Damage to Property** in **Your** care, custody or control including damage to Golf Buggies.

(e) **War**

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage to Property** by or under the order of any government or public or local authority.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(f) **Golf Professionals**

the pursuit of the sport of golf in a professional capacity.

(g) **Age Limits**

any liability if **You** are below seven (7) years of age or above eighty-nine (89) years of age as at the inception of the **Period of Insurance**, unless agreed in writing by **Us**.

(h) **Terrorism**

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(i) **Asbestos**

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 or in respect of that part of any **Property** insured by this Certificate which consists of asbestos

(j) **Biological or Chemical Materials**

loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

(k) **Communicable Disease**

any liability arising directly or indirectly from any communicable disease.

(l) **Abuse**

any act that results in the maltreatment of a person and which may be of, but not limited to, a physical, sexual, verbal, psychological or emotional or financial nature.

(m) **Claims brought outside the United Kingdom**

any claim unless any action for damages is brought against **You** in a Court of Law within the **United Kingdom**.

(n) **Firearms**

the ownership, possession or use of firearms.

(o) **Radioactive Contamination**

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(p) **Corporate Members**

corporate members of the Club unless agreed in writing by **Us**.
