

## GOLFGUARD GOLF BUGGY INSURANCE

### INTRODUCTION

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.

This insurance is underwritten by **Us** and arranged through Golfguard Limited in accordance with the authority granted under Contract No. B1307C200067

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

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

**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 and are to be read as one contract. 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.

### **How to make a complaint**

In the event that **you** wish to make a complaint, **you** can do so at any time by referring the matter to either Golfguard Ltd, or to the Complaints team at Lloyd’s. Contact details are as follows:

Golfguard Ltd, PO Box 270, East Grinstead, West Sussex, RH19 3WP. Telephone -: 01342 318 368  
E-mail: [info@golfguard.com](mailto:info@golfguard.com)

Complaints, Lloyd’s, One Lime Street, London, EC3M 7HA Tel No: 020 7327 5693 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 an alternative dispute resolution body.

If **you** live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service,  
Exchange Tower, Harbour Exchange, 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)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands, JE4 9QG.  
Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.  
Fax +44 1534 747629  
Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)  
Website: [www.ci-fo.org](http://www.ci-fo.org)

If **you** have purchased **your** policy online **you** can also make a complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

(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)

### 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.

### 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 3-and Section 10-) 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 3-and Section 10 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 **you** in a Court of Law within the United Kingdom.

### DEFINITIONS

Words in bold type are definitions and have the same meaning wherever they appear in bold throughout this policy. The definitions listed below apply to all sections of this policy unless otherwise stated.

**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.

**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, or until cancelled.

#### 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** – Worldwide for sections 1, 2, 4, 5, 6, 7, 8, and 9. The United Kingdom only for Section 3

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

**Us, We, Our** means AXIS Managing Agency Limited on behalf of Certain Underwriters at Lloyd's.

AXIS Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** registration number is 754962. AXIS Managing Agency Limited is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Limited is registered at Wilkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

**You / Your** – the person(s) named as 'the insured' in **the schedule** applying to this insurance

## **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 and golf equipment 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 IN RESPECT OF SECTION 1** **(The General Exclusions also apply to this Section)**

**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. **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 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 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 **you** 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, as confirmed by an independent medical examiner, continue for the rest of the **your** life.

### **EXCLUSIONS IN RESPECT OF SECTION 2 (The General Exclusions also apply to this Section)**

**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 3 – 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 this policy. 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 IN RESPECT OF SECTION 3 (The General Exclusions also apply to this Section)**

**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.
- 7) The theft of a golf buggy from a house or garage, unless they are locked and there are signs of forcible and violent entry and the golf buggy is immobilised.
- 8) The theft of a golf buggy from a shed or similar outbuilding (unless otherwise agreed in writing by Golfguard Ltd).
- 9) Damage attributed to wear and tear.
- 10) Loss, destruction or damage by vermin or other deterioration, electrical or mechanical breakdown or failure, or any process of cleaning, renovation, repair or whilst being worked upon, faulty workmanship or design.
- 11) 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.
- 12) Any cover in respect of a golf buggy that is not insured under this policy.
- 13) Loss or damage to golf buggy batteries and battery chargers including any damage caused by batteries such as spillage and fire or any damage caused as a result of the batteries being charged.
- 14) The theft or loss of a golf buggy that is not reported to the police within 72 hours of discovery and the appropriate crime reference obtained.
- 15) Any cover for golf equipment/golf clothing other than the insured golf buggy.
- 16) 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, 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) any documents, information and evidence **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 pay £50 for each full 24 hours of **your** 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 a maximum of 14 days during the **period of insurance**, up to a maximum limit of £700.

#### **EXCLUSIONS IN RESPECT OF SECTIONS 4 AND 5 (The General Exclusions also apply to this Section)**

**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 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 IN RESPECT OF SECTION 6 (The General Exclusions also apply to this Section)**

We will not be liable for treatment directly or indirectly 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.
- F) **You** are not covered for any loss or injury:
  - I. Sustained while under the influence of intoxicants or drugs.
  - II. 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.
  - III. 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.
  - IV. 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 £1,000 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 IN RESPECT OF SECTION 8 (The General Exclusions also apply to this Section)**

**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 leaving **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 the Club Secretary, the bar bill and score card are required.

## GENERAL CONDITIONS

These are the terms and conditions which **you** will need to keep to as part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

- 1) **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.
- 2) **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.

### 3) **Fraudulent Claims**

If **you** make a fraudulent claim under this insurance contract, then **we**:

- (a) Are not liable to pay the claim; and
- (b) May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause (c) above:

- (a) **We** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) **We** need not return any of the premiums paid.

- 4) **Insurers rights** - No admission, offer, promise, payment or indemnity 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 information and assistance that **we** require. **We** will only request information in relation to **your** claim.
- 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** must seek and act upon medical advice as soon as possible.
- 7) **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**

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 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 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 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, 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 the 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.
- 8) **Cyber**  
**We** will not pay for any loss, damage, expense or legal liability directly or indirectly caused by, contributed to by or arising from electronic means or devices. Provided that this exclusion does not apply to physical loss or physical damage to property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

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

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

**GOLF BUGGY PW 10/2020**

## DATA PROTECTION NOTICE

### Your personal information notice

#### Who we are

**We**, AXIS Managing Agency Ltd, are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

#### The basics

**We** collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

#### Other people's details you provide to us

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

#### Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is/are available online on **our** website(s) or in other formats on request. <http://www.axiscapital.com/corp/privacy-policy>

#### Contacting us and your rights

**You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us**, or the agent or broker that arranged **your** insurance who will provide **you** with **our** contact details at:

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E: [info@golfguard.com](mailto:info@golfguard.com)