

Certificate – Option 2

Members Golf Insurance Cover

in respect of Third Party Personal Injury, Third Party Property Damage and irrespective of legal liability Accidental Damage to Third Party Property

1 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: B1307C220053

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.

Accessibility

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**.

Fair Processing Notice

For information about how XL Catlin Insurance Company UK Limited process **Your** personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: legalcompliance@axaxl.com

Third Party Rights

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 that exists or is available apart from that Act

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 if there is a valid reason

to do so, including for example:

- (i) any failure by the **Club** to pay the **Premium**; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim 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.

Information You Have Given Us

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.

If **We** establish that **You** and/or the **Club** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

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

If **We** establish that **You** and/or the **Club** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this **Certificate** as if it never existed, refuse to pay any claim and return the premium the **Club** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this **Certificate** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium the **Club** have paid bears to the premium **We** would have charged the **Club**, if **We** would have charged the **Club** more.

We will notify the **Club** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give the **Club** thirty (30) days' notice that **We** are terminating this **Certificate**; or
- (2) give the **Club** notice that **We** will treat this **Certificate** and any future claim in accordance with (ii) and/or (iii), in which case the **Club** may then give **Us** thirty (30) days' notice that the **Club** is terminating this **Certificate**.

If this **Certificate** is terminated in accordance with (1) or (2), **We** will refund any premium due to the **Club** in respect of the balance of the **Period of Insurance**.

Fraud

If **You** and/or the **Club**, or anyone acting for **You** and/or the **Club**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** and/or the **Club** any sums paid by **Us** to **You** and/or the **Club** in respect of the claim; and
- (c) may by notice to the **Club** treat this **Certificate** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall 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 this **Certificate** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.

- (ii) **We** need not return any of the premium paid.

Change in Circumstance

You and/or the **Club** must tell **Us** as soon as practicably 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** have any questions or concerns about the **Certificate** or the handling of a claim please 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:

Complaints Department

XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Telephone Number: +44 (0)20 7743 8487

Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on Our behalf in the administration of complaints.

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

Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone Number: **From within the United Kingdom**
0800 0234 567 calls to this number are free on mobiles and landlines
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom

+44 (0)20 7964 0500

Fax Number: +44 (0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.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 (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

XL Catlin Insurance Company UK Limited

XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office: 20 Gracechurch Street, London, EC3V 0BG. United Kingdom

Registered in England: No. 5328622

XL Catlin Services SE

XL Catlin Services SE acts on behalf of XL Catlin Insurance Company UK Limited in the administration of complaints. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office: XL House, 8 St Stephen's Green, Dublin 2 Ireland

Registered in Ireland: No. 659610

Golfguard Limited

Golfguard Limited is authorised by the Financial Conduct Authority. Reference Number: 310410.

Telephone: 01342 318368 email: info@golfguard.com

Registered Office: Gotwick Farm, Holtje Road, East Grinstead, West Sussex, RH19 3PP.

Registered in England: No. 2452429

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 **Club** specified on the Schedule under eighteen (18) years of age. A Member under twelve (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) through 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, for example smoke vapours, soot, duct, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including, for example, 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:
 - (a) whilst playing golf at a recognised Golf Club anywhere in the World in **You** are a **United Kingdom Resident**.
 - (b) whilst playing golf at the Golf Club specified on the Schedule in the **United Kingdom** if **You** are not a **United Kingdom Resident**.
- 2.14 "**Terrorism**" means an act, including for example 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 domiciled in the **United Kingdom** and whose principal address is in the **United Kingdom**.
- 2.17 "**We / Us / Our**" means XL Catlin Insurance Company UK

Limited.

- 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 following conditions except where stated.

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. If You do not comply with the above condition it may impact Your ability to make a claim under this Certificate.

3.2 Claim Notification

If You do not comply with the below condition it may impact Your ability to make a claim under this Certificate. Golfguard Limited shall be Notified as soon as practicably possible 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 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. If You do not comply with the above condition it may impact Your ability to make a claim under this Certificate.

3.4 Due Diligence

If You do not comply with the below conditions it may impact Your ability to make a claim under this Certificate. You shall at all times:

- (a) take all practical steps 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 efforts 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 Non-Admission of Liability

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. In the event of breach of this condition, We shall have no liability under this Certificate, unless You show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

3.7 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.

3.8 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.

3.9 Golf Buggies

In the event of a claim, We will only provide personal liability cover if the driver of a golf buggy holds a full UK driving licence and the golf buggy is roadworthy.

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 or Damage to Property whilst You are playing golf and whilst using a golf buggy for the purposes of playing golf on a Recognised Golf Course within the Territorial Limits 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) Accidental Damage

irrespective of legal liability, for all amounts up to the limit stated in the Schedule to make good Damage to third party property, not belonging to nor in Your care custody or control that is accidentally caused by You whilst You are playing golf on a Recognised Golf Course within the Territorial Limits 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 You:

- (i) ownership or occupation of any land or building; or
- (ii) pursuit or exercise of any employment, business or profession.

(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 claim 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**. Anyone under the age of twelve (12) must be accompanied by a responsible adult while playing golf.

(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 currently 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**.

(q) **Cyber**

any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
