



GOLFGUARD
GOLF
INSURANCE
POLICY
WORDING

GOLFGUARD GOLF INSURANCE

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this insurance and to the extent and in the manner shown in this policy, for occurrences happening during the **Period of Insurance**.

Provided always that:

- (1) the most **We** will pay shall not exceed the Limits of insurance or **Sum(s) Insured** shown in the **Schedule** or included in this document or any other Limits of insurance or **Sum(s) Insured** that are specified in any **Endorsement** to this insurance which has been agreed by **Us** or on **Our** behalf.
- (2) this insurance provides cover only in respect the **Sections** of the **Schedule** that are specified as being covered or have a Limit of insurance or **Sum Insured** shown against them.
- (3) this insurance is subject to all the provisions, conditions, warranties and exclusions contained within the body of this wording or endorsed or added to this wording, all of which are to be considered as part of this insurance contract and should be read together as one document.

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GENERAL CONDITIONS -

Exclusions that apply more specifically to each **Section** of the **Policy** and these are set out in the relevant **Sections** to which they apply.

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This part of the **Policy** sets out the rights, obligations and conditions relating to **You** and to **Us** which are applicable to the entire **Policy**. There are also conditions that apply more specifically to each **Section** of the **Policy** and these are set out in the relevant **Sections** to which they apply

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CUSTOMER INFORMATION NOTICES

ABOUT THIS POLICY

This is an important document that **You** should read and store carefully. It sets out what is and is not covered under the insurance cover **You** have purchased and explains important obligations that apply to **You** and to **Us**.

This **Policy** consists of:

- 1) the **Schedule** (in a separate document),
- 2) these Customer Information Notices,
- 3) **Sections 1, 2, 3 and 4**, which set out the covers provided by each **Section** and their specific terms,
- 4) the Definitions, General Exclusions and General Conditions; plus
- 5) any **Endorsements** (in a separate document if issued),

all of which are to be read as one contract (together the "**Policy**").

The insurance cover provided under each of **Sections 1, 2, 3 and 4** of this **Policy** is subject to:

- (i) the **Section** being stated as covered in the **Schedule** or having a Limit of insurance or **Sum Insured** specified therein; plus
- (ii) any terms, Conditions, Extensions and Exclusions which are specific to the relevant **Section**; plus
- (iii) all the General Exclusions and General Conditions set out within this **Policy**.

Wherever words appear in bold in this **Policy** they will have the meanings shown in 'Words That Have Special Meanings' on pages 10 and 11. Insofar as such words and terms have a special meaning in relation to specific **Sections**, they are defined in the relevant **Section** itself.

Please read the **Schedule** carefully and if it is incorrect return it as soon as practicable to **Your** insurance broker for alteration.

The **Policy** has been issued by the **Coverholder** named in the **Schedule** as **Our** agent. The extent of the authority **We** give to the **Coverholder** is described in a contract between **Us** and the **Coverholder** - the number of that contract is shown in the **Schedule**.

You should keep **Your Policy** in a safe place as **You** may need to refer to it if **You** have to make a claim.

You must comply with **Your** duties under each **Section** and under this insurance as a whole and must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums.

In all communications regarding this insurance **You** should quote the **Policy** number specified in the **Schedule**.

You must:

- *read the **Schedule** carefully and if it is incorrect return it as soon as reasonably practicable to **Your** insurance broker for alteration.*
- *check that all of the **Sections** **You** have requested are included in the **Schedule**.*
- *keep the **Policy** in a safe place as **You** may need to refer to it if **You** have to make a claim.*
- *comply with **Your** duties under each **Section** and under the **Policy** as a whole.*
- *pay to **Us** all premiums due to **Us** together with all taxes due on the premiums.*

IMPORTANT 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 reasonable care when answering any questions **We** ask to ensure that all information provided by **You** is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** insurance as if it never existed and decline all claims and **We** may not return any premium **You** have paid.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information but that it was not deliberate or reckless on **Your** part, it can still unfavourably affect **Your** insurance and any claim.

For example:

- (a) where **We** could have accepted the risk and offered **You** an insurance but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under this insurance. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim.

- (b) **We** may treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all.
- (c) if **We** would have written the risk on different terms, **We** may apply these amended terms as if they were already in place before a claim is made.
- (d) **We** may cancel **Your** insurance in accordance with the cancellation provisions.

We will write to **You** if **We**:

- (i) reduce **Your** claim in accordance with the above; or
- (ii) intend to treat **Your** insurance as if it never existed; or
- (iii) amend the terms of **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete or if the information changes during the **Period of Insurance**, **You** must inform **Your** insurance broker as soon as reasonably practicable. **We** will be entitled to vary the premium and the terms for the rest of the **Period of Insurance** or, if the changes make the risk unacceptable to **Us**, **We** are under no obligation to make them and may no longer be able to provide **You** with insurance cover in which case **We** may cancel **Your** insurance cover in accordance with the cancellation provisions.

You must:

- *take reasonable care to answer all questions **We** ask honestly and to the best of **Your** knowledge.*
- *notify **Us** as soon as reasonably practicable if **You** become aware that information **You** have given **Us** is inaccurate or incomplete.*
- *notify **Us** as soon as reasonably practicable if any information **You** have previously given **Us** changes during the **Period of Insurance**, an example could be if **You** decide to pursue the sport of golf in a professional capacity.*

YOUR CANCELLATION RIGHTS

You have the right to cancel this insurance within fourteen (14) days of receiving the contract documentation or from the day of the conclusion of the contract, whichever day is the later. Providing there have been no claims either paid, reported or outstanding then no cover will have been in place from the start date of this insurance, as specified in the **Schedule**, and **You** will receive a full refund of any premium paid. If **You** do cancel this insurance within the initial fourteen (14) day period and

there has been notification of claims either paid, reported or outstanding this insurance will be cancelled from the date of **Your** request and no refund of premium will be allowed.

For the purposes of this cancellation clause, it will be considered that **You** will have received the insurance documents upon the day following the date they were posted to **You** by first class post or were supplied to **You** electronically or **You** were supplied with the means by which **You** could access them electronically.

If **You** do not exercise **Your** right of cancellation within the initial fourteen (14) day period, this insurance will automatically come into force from the inception date specified in the **Schedule** and **You** will be liable to pay the full premium.

Following the expiry of the initial fourteen (14) day period, this insurance may be cancelled at any time at **Your** written request and providing there have been no:

- (a) claims made under this insurance for which **We** have made a payment
- (b) claims made under this insurance which are still under consideration
- (c) occurrences likely to give rise to a claim but yet to be reported to **Us**

You will be entitled to the return of a proportionate part of the premium for the unexpired **Period of Insurance**. For example, if **You** have been covered for six months **We** will only return half of the premium paid.

If a claim has been submitted or there has been any occurrence(s) likely to give rise to a claim during the current **Period of Insurance** no refund of premium for the unexpired **Period of Insurance** will be given and any unpaid instalments of the full premium will become due for payment.

To exercise **Your** right to cancel please contact the insurance broker who arranged this cover for **You**.

*Please see General Condition 3 for the terms of under which **We** may cancel this insurance.*

HOW TO MAKE A CLAIM

All claims under this insurance are to be notified to **Us** using the following method and quoting the **Policy** number specified in the **Schedule** - please also see the Claims Notification General Condition:

To make a claim please notify **Our** appointed claims representatives using the contact details specified in the **Schedule**.

You must:

- *NOT admit liability or offer or agree to settle any claim without **Our** written permission.*
- *give **Us** notice as soon as reasonably practicable of any circumstance which may give rise to a claim.*
- *forward unanswered to **Us** as soon as reasonably practicable after they are received, every claim form or summons or any letter of claim or other written notification of a claim.*

HOW TO MAKE A COMPLAINT.

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** wish to make a complaint, in the first instance please contact **Your** insurance broker who arranged this insurance for **You** or contact the **Coverholder** using the details specified in the **Schedule**.

If **Your** complaint is not resolved to **Your** satisfaction please contact MGAM Limited by email: complaints@mgamutual.com

Details of any internal complaint handling procedures are available on request.

If **You** remain dissatisfied after MGAM have considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS) using the details shown below.

FINANCIAL OMBUDSMAN SERVICE

Contact details for the FOS are:

The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at www.financial-ombudsman.org.uk

The FOS’s decision is binding upon **Us**, but **You** are free to reject it without affecting **Your** legal rights.

Accepting an award made by the FOS may affect **Your** rights to subsequently take legal action.

You may reject a decision of the FOS without it affecting **Your** legal rights but if **You** accept an award made by the FOS it can affect **Your** right to take legal action at a later date.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS) CLAUSE

We contribute to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if **We** are unable to meet **Our** obligations to **You**. For compulsory insurance **You** may be entitled to compensation up to 100% of the claim. For non-compulsory types of insurance **You** may be entitled to compensation of up to 90% of the claim.

Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU
Telephone: 0207 741 4100 or 0800 678 1100

or **You** can visit their website at www.fscs.org.uk

DATA PROTECTION NOTICE

by MGAM Limited (the intermediary acting on behalf of the **Insurer**):

As specified in the **Schedule**.

by Convex Insurance UK Limited (the **Insurer**):

The **Insurer**, Convex Insurance UK Limited, collects and processes data, in order to deliver insurance services such as providing **You** with a quote, processing claims and administration purposes. The **Insurer** also processes data for recruitment purposes, relationship management and dealing with complaints.

The data that the **Insurer** collects from **You** and how the **Insurer** processes that data will depend on their relationship with **You**. Consequently, the **Insurer** will collect relevant data dependent on whether **You** are an applicant (policyholder), beneficiary, a claimant, a witness, a broker, a potential **Employee** or a third party. The type of personal information the **Insurer** may collect will depend on the purpose for which it is collected.

The **Insurer** will process **Your** data for a number of purposes and these will be conducted under a ‘lawful basis for processing’ which means that they have a legitimate interest in processing **Your** data.

The **Insurer** will keep personal data confidential and will only share it where necessary.

Under data protection law **You** have a number of rights in relation to the personal data held. **You** can exercise those rights by contacting the **Insurer** at any time.

The **Insurer's** full Privacy Notice is available at www.convexin.com. If **You** would like further information about any of the matters in this notice or have other questions about how the **Insurer** collects, stores or uses personal data, contact their Data Protection Officer at dataprotectionofficer@convexin.com or by writing to Data Protection Officer, Convex Insurance UK Limited, 52 Lime Street, London, EC3M 7AF.

LAW APPLICABLE TO THIS INSURANCE

Unless specifically agreed to the contrary this **Policy** will be governed by the laws of England and Wales and subject to the jurisdiction of the courts of England.

In the event that, at the commencement of the **Period of Insurance**, **You** are resident in Scotland or Northern Ireland then the law of that country will apply.

COMPLYING WITH THE POLICY TERMS

Every condition that applies to this insurance (whether to one or more **Sections** or this insurance as a whole) shall apply and continue to be in force during the whole currency of this insurance. If **You** breach any of the conditions cover will be suspended for the period from the date of the breach until the breach has been remedied.

We will not pay any claim under this insurance for any loss that occurs or arises out of something happening during a period of non-compliance with a condition unless the breach of that condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

*To be covered under this insurance **You** must comply with the conditions that apply to this insurance. If **You** breach or do not comply with these conditions, **You** may not be covered if **You** need to make a claim.*

WORDS WITH SPECIAL MEANINGS

Throughout this document wherever the following words appear starting with an upper case letter and printed in bold they will have the meanings shown below. Words in the singular shall include the plural and vice versa and words referring to any gender shall include all genders.

Each **Section** or Extension may include words with special meanings unique to that **Section** or Extension.

- 1) **Asbestos** means:
asbestos fibres or particles or any by-products of asbestos including any product or material containing asbestos, asbestos fibres or particles or any by-products of asbestos.
- 2) **Bodily Injury** means:
physical or mental injury including death, illness, disease, mental anguish or shock or distress.
- 3) **Contractual Liability** means:
liability attaching to **You** under a contract which would not have attached to **You** if that contract did not exist.
- 4) **Coverholder** means:
the Coverholder specified in the **Schedule**.
The **Coverholder** is authorised and regulated by the Financial Conduct Authority (the "FCA") – their FCA firm reference number is specified in the **Schedule**.
- 5) **Damage** means:
physical loss or destruction or damage.
- 6) **Endorsement(s)** means:
the document(s) detailing modifications made to the cover provided under this insurance and/or the **Section(s)** of this insurance.
- 7) **Insured/You/Your** means:
the person or persons named in the **Schedule**.
- 8) **Insurer/Our/Us/We** means:
the Insurer(s) whose identity is stated in the **Schedule**.
- 9) **Loss of Limb** means:
permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm, foot or leg.
- 10) **Loss of Sight** means:
loss of sight which is certified as being entire and irrecoverable by a qualified physician specialising in ophthalmology.
- 11) **Medical Practitioner** means:
any legally qualified medical practitioner other than **You** or a member of **Your** family.
- 12) **Permanent Total Disablement** means:
disablement which entirely prevents **You** from attending to any business or occupation for which **You** are reasonably suited by training, education or experience and which lasts twenty four consecutive months and at the end of that period is beyond hope of improvement or, if **You** are a child, the complete and continuous inability to perform the normal activities of a healthy person of the same age and experience.
- 13) **Period of Insurance** means:
the period stated in the **Schedule** or any subsequent period for which **We** agree to accept payment of premium.

14) Pollution or Contamination means:

pollution or contamination of buildings or structures or of water or land or the atmosphere
and

all loss, **Damage to Property** or **Bodily Injury** directly or indirectly caused by or arising from pollution or contamination.

15) Property means:

physical property.

16) Proposal means:

any completed proposal or application form and/or information provided by **You** or on **Your** behalf in connection with this insurance including all declarations and/or statements of fact and/or instructions.

17) Recognised Golf Course means:

any golf facility that has at least 9 holes with a total yardage of not less than one thousand yards and a minimum hole length of 60 yards each hole.

18) Schedule means:

the document stating the **Section(s)** **You** have chosen to have covered under this insurance, the **Period of Insurance**, the Limit(s) of insurance and **Sum(s) Insured**.

19) Section(s) means:

the parts of this insurance that detail the cover provided by each individual section of this insurance.

20) Sum Insured means:

the most **We** may pay for **Damage, Loss or Theft** of **Property** as shown in the **Schedule**.

21) Terrorism means:

an act, including but not limited to the use of force or violence and/or the threat of force or violence, 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

SECTION 1 - PERSONAL LIABILITY

Cover under **Section 1** is subject to the Conditions and Exclusions set out within this **Section 1**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the WORDS WITH SPECIAL MEANINGS section of the **Policy**.

This **Section** applies only if the **Schedule** shows 'Covered' or shows the maximum amount that **We** may pay.

What is covered under this Section	What is not covered under this Section
<p>We will cover You for the amounts You become legally liable to pay for accidental:</p> <ol style="list-style-type: none"> 1) Bodily Injury to any person (including a hired caddy) 2) Damage to Property <p>that occurs while You are playing golf (including while using a golf buggy) during the Period of Insurance on a Recognised Golf Course anywhere in the United Kingdom or a Recognised Golf Course anywhere in the world for up to 120 days during any one Period of Insurance.</p>	<p>We will not pay You for Your liability:</p> <ol style="list-style-type: none"> 1) arising out of: <ol style="list-style-type: none"> (a) Your ownership or occupation of any land or building. (b) any employment, business or profession of Yours. 2) arising under any road traffic legislation other than arising from Your using a golf buggy. 3) for Contractual Liability. 4) in respect of Damage to Property (including golf buggies): <ol style="list-style-type: none"> (a) belonging to You or hired or borrowed by You, or (b) in Your custody or control. 5) in respect of Pollution or Contamination occurring: <ol style="list-style-type: none"> (a) within the United States of America or Canada. (b) elsewhere than within the United States of America or Canada unless caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance. <p>Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:</p> <ol style="list-style-type: none"> (i) all Pollution or Contamination which arises out of one occurrence shall be considered to have happened at the time such occurrence takes place. (ii) Our liability for all damages, costs fees and expenses under this Section payable in respect of all Pollution or Contamination which is considered to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of insurance for this Section. 6) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, Bodily Injury, illness or disease arising out of the actual, alleged

or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.

(b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.

7) for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

8) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

9) arising out of the use of a golf buggy on any public highway outside of a golf course unless:

(a) the golf buggy is road legal and on a recognised road crossing between holes on the golf course.

(b) being carried on a purpose built trailer to or from the golf club.

10) arising out of a golf buggy that is being driven on the road by any person who does not hold a full UK or EU driving licence.

11) arising while the golf buggy is being driven by any person not specified in the **Schedule**.

12) directly or indirectly resulting from or in consequence of Abuse.

For the purposes of this exclusion Abuse means:

(a) acts of hurting or injuring mentally or physically by maltreatment or ill-use or

(b) acts of forcing sexual activity, rape or molestation or

(c) repeated or continuing contemptuous, coarse or insulting words or behaviours.

13) for the amount stated in the **Schedule** as being the Excess for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by **You** or any party entitled to cover under this insurance before **We** assume any responsibility to make a payment for any claim under this **Policy**.

Cover under **Section 1** is also subject to the General Exclusions set out in the General Exclusions section of the **Policy**.

Limit of insurance

We will not pay more than the amount stated in the **Schedule** as the Limit of insurance for this **Section** for amounts **You** become legally liable to pay for any occurrence.

Conditions

1) Claims handling

It is a condition of this **Section** that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so wish to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any claim against **You** and **You** shall give all the information and assistance that **We** may require.

2) Courts

This insurance will only apply to judgements of first instance against **You** in the Courts of Law within the United Kingdom and not to judgements obtained elsewhere nor to judgements or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by way of reciprocal agreements or otherwise.

3) Fulfilling Our obligations

We may at any time if **We** so choose pay to **You** the Limit of insurance for this **Section** (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** will not be under any further liability in respect of the claim or claims except for other costs and expenses for which **We** may be responsible that were incurred prior to the payment.

Cover under **Section 1** is also subject to the General Conditions set out in the General Conditions section of the **Policy**.

Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these extensions and where no limit or maximum liability is stated in the extension the Limit of insurance for this **Section** applies.

These Extensions apply only to this **Section 1** of the **Policy**.

What is covered under the extension	What is not covered under the extension
<p>1) Accidental Damage</p> <p>In circumstances where, although You are not legally liable, You have accidentally caused Damage to Property not belonging to You or in Your care, custody or control whilst playing golf (including while using a golf buggy) during the Period of Insurance on a Recognised Golf Course anywhere in the United Kingdom or a Recognised Golf Course anywhere in the world for up to 120 days in any one Period of Insurance, We will cover You for all amounts You have to pay to make good such Damage.</p> <p>Our Limit of insurance for damages and claimant's costs, fees and expenses payable in respect of any</p>	<p>We will not pay You for Your liability for the amount stated in the Schedule as being the Excess for this extension which shall apply in respect of each and every claim. Such amount shall be contributed by You or any party entitled to cover under this insurance before We assume any responsibility to make a payment for any claim under this extension.</p>

<p>occurrence shall not exceed the amount stated in the Schedule as the Limit of insurance for this extension.</p>	
<p>2) Cover for other persons</p> <p>In the event of Your death, We will also provide cover as if a separate insurance had been issued to Your legal personal representatives but only in respect of liability incurred by You and provided that:</p> <ul style="list-style-type: none"> (i) any persons specified above shall as though they were You be subject to the terms Conditions and Exclusions of this insurance in so far as they can apply. (ii) nothing in this extension shall increase Our liability to pay any amount exceeding the amount stated in the Schedule as the Limit of insurance for this Section regardless of the number of persons claiming to be covered. 	
<p>3) Defence Costs and Expenses</p> <p>We will cover You for all costs and fees and expenses incurred with Our prior written consent in the defence or settlement of any claim for which cover is provided by this Section including legal expenses:</p> <ul style="list-style-type: none"> (a) arising out of representing You at any coroner's inquest or fatal accident enquiry (b) arising out of the defence of any proceedings in any court in respect of matters which may form the subject of cover under this Section including the defence of any charge of manslaughter <p>provided that:</p> <ul style="list-style-type: none"> (i) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and while You are engaged in the activities for which You are covered by this Section (ii) We will not be liable for any fines or penalties imposed as a consequence of any such prosecution. <p>Any consent given by Us in relation to incurring defence costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:</p> <ul style="list-style-type: none"> (I) there is no reasonable prospect of a defence to a prosecution relating to (a) or (b) above. (II) the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which cover is provided by this insurance. (III) the prosecution relates to a deliberate act or omission that is intended to cause Bodily Injury. <p>Defence costs as provided for above are included within the amount stated in the Schedule as the Limit of insurance for this Section.</p>	

*Drivers of golf buggies must hold a full UK or EU driving licence and must be specified in the **Schedule**.*

SECTION 2 - HOLE IN ONE

Cover under **Section 2** is subject to the Conditions and Exclusions set out within this **Section 2**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the WORDS WITH SPECIAL MEANINGS section of the **Policy**.

This **Section** applies only if the **Schedule** shows 'Covered' or shows the maximum amount that **We** may pay.

What is covered under this Section	What is not covered under this Section
<p>We will reimburse You in the event of You achieving a hole in one in an official Society/Club competition (medal or stableford) within the United Kingdom during the Period of Insurance for Your bar bill for the customary round of drinks incurred on the day of such achievement.</p>	<p>We will not reimburse You for achieving a hole in one:</p> <ol style="list-style-type: none"> 1) where the golf course has six or more par three holes unless We have given Our prior written agreement. 2) if it is not achieved during the course of an official Society/Club competition (medal or stableford) taking place during the Period of Insurance. 3) unless We have received written notice of the achievement within 30 days of its occurrence together with the bar bill, the score card and verification by the club secretary. <p>Cover under Section 2 is also subject to the General Exclusions set out in the General Exclusions section of the Policy.</p>

Limit of insurance

Our limit of liability in respect of any one achievement of a hole in one shall not exceed the amount stated in the **Schedule** as the Limit of insurance for this **Section**.

*To claim reimbursement of **Your** bar bill **You** must send **Us**:*

- the score card*
- verification from the club secretary*
- your bar bill*

*within 30 days of **Your** achievement.*

SECTION 3 - DAMAGE, LOSS OR THEFT OF PROPERTY

Cover under **Section 3** is subject to the Conditions and Exclusions set out within this **Section 3**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the WORDS WITH SPECIAL MEANINGS section of the **Policy** or are defined below.

This **Section** applies only if the **Schedule** shows 'Covered' or shows the maximum amount that **We** may pay.

Definitions

These definition(s) apply to this **Section** wherever these words or phrases appear printed in bold.

In this **Section**:

- 1) **Damage, Loss or Theft** means:
physical loss or damage or theft.
- 2) **Golf Equipment** means:
items necessary to play golf but not including golf buggies and not including **Property** specifically excluded by this **Section**.
- 3) **Insured Property** means:
The **Property** listed in the **Schedule** for this **Section** being property belonging to **You** or for which **You** are responsible.

What is covered under this Section

If the **Insured Property** or any part of it suffers **Damage, Loss or Theft** by any means not specifically excluded herein during the **Period of Insurance** within the United Kingdom or anywhere in the world for up to 120 days in any one **Period of Insurance**, **We** will cover **You** for such **Damage, Loss or Theft** and will, at **Our** option, replace or repair or pay for any item or any part thereof that has suffered such **Damage, Loss or Theft** (whether wholly or in part) in accordance with the provisions of the Basis of Settlement condition.

If any golf buggies are specified in the **Schedule** as part of the **Insured Property** then **We** will only cover **You** for **Damage, Loss or Theft** of such golf buggies while they are within the United Kingdom.

What is not covered under this Section

We will not pay **You** for:

- 1) loss by delay, loss of market or consequential loss of any and every description.
- 2) **Damage** arising from:
 - (a) wear and tear, the action of light, atmospheric conditions, gradual deterioration or gradually operating cause or any process of cleaning, repair or restoration or while being worked upon.
 - (b) frost or change in the water table level.
 - (c) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness or marring.
 - (d) mechanical or electrical breakdown, failure or derangement unless exterior **Damage** first occurred to the **Insured Property**.
 - (e) confiscation or detention by Customs or Government Officials.
 - (f) inherent vice, latent defect, faulty workmanship, manipulation, design, plan, specification or materials.

	<p>(g) moth, vermin or insect or scratching, biting or chewing by any animal.</p> <p>3) scratching or denting.</p> <p>4) Damage arising through theft of the Golf Equipment and clothing:</p> <p>(a) from any unattended car unless they are concealed in the car boot or are totally concealed under parcel shelf or internal cover supplied by the car manufacturer and the car is fully locked and the windows closed and there are signs of forcible entry to the car.</p> <p>(b) from Your golf club locker, a house, a garage, shed or outbuilding unless they are locked and there are signs of forcible entry.</p> <p>(c) from university halls of residence or student accommodation.</p> <p>5) Damage, Loss or Theft whilst the Golf Equipment and clothing are within a caravan or any type of van or commercial vehicle or vehicle used for commercial purposes or a taxi which is owned by You without our prior written agreement.</p> <p>6) Damage, Loss or Theft of remote control trolleys.</p> <p>7) Damage, Loss or Theft of ride on golf buggies owned by You unless listed in the Schedule.</p> <p>8) Damage, Loss or Theft of GPS golf devices unless listed in the Schedule and including details of the make, model and price paid for such items.</p> <p>9) Damage, Loss or Theft of batteries or chargers or any Damage arising from chargers or batteries including while being charged.</p> <p>10) Damage, Loss or Theft of spectacles or sunglasses.</p> <p>11) Damage caused by the Insured Property undergoing any heating process or any process involving the application of heat.</p> <p>12) loss due to any person obtaining the Insured Property by deception.</p> <p>13) Damage caused by Pollution or Contamination.</p> <p>14) Damage, Loss or Theft of Golf Equipment and clothing whilst in transit unless such Damage, Loss or Theft is reported to the carrier as soon as reasonably practicable after discovery and an appropriate written report/claim reference obtained.</p> <p>15) theft or loss of a golf buggy, Golf Equipment or clothing unless reported to the police as soon as reasonably practicable after discovery and an appropriate crime reference obtained.</p> <p>16) the cost of replacing or repairing any part of Your Golf Equipment and clothing that has not suffered Damage, Loss or Theft which forms part of a pair or</p>
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	<p>set when the Damage, loss or Theft is restricted to a single item or part of the set.</p> <p>17) Damage, Loss or Theft of a golf buggy occurring while it is:</p> <ul style="list-style-type: none"> (a) being used for any purpose other than in connection with golf activities. (b) being driven by or is in the charge of any person not specified in the Schedule. (c) being driven on the road by any person who does not hold a full UK or EU driving licence. (d) being driven on the road outside the golf course unless on a recognised road crossing between holes on the golf course. (e) being driven on the road outside the golf course unless being carried on a purpose built trailer to or from the golf club. <p>18) Damage, Loss or Theft of the golf buggy:</p> <ul style="list-style-type: none"> (a) that arises from it not being immobilised and padlocked to an immovable object when not in use or if it has not been immobilised when left unattended in a secure area of a golf club or a secure garden area. (b) from a house or garage unless they are locked and the buggy is immobilised and there are signs of forcible and violent entry. (c) from a garden shed or similar outbuilding unless with Our prior written agreement. <p>19) Damage, Loss or Theft arising from You hiring or lending the golf buggy to another person unless with Our prior written agreement</p> <p>20) the amount of the Excess shown in the Schedule to this Section which We will deduct from each and every claim after the application of any applicable condition of Average (underinsurance).</p> <p>Cover under Section 3 is also subject to the General Exclusions set out in the General Exclusions section of the Policy.</p>
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Limit of insurance
The most We will pay under this Section during any one Period of Insurance shall not exceed the Sum Insured for each item stated in the Schedule for this Section or any limit specified in any Extension to this Section .

Conditions
<p>1) Average</p> <p>Each item of this Section is separately subject to the condition of Average, that is to say, if the Insured Property by such item shall at the time of any loss be of greater value than the Sum Insured for such item, You shall only</p>

be entitled to recover hereunder such proportion of the said loss as the **Sum Insured** by this Insurance bears to the total value of the said **Insured Property**.

2) Basis of Settlement

The basis of settlement in respect of golf buggies, **Golf Equipment** and clothing and personal effects that are totally lost or destroyed will be the replacement as new cost of such **Insured Property** at the time of **Damage, Loss or Theft** providing the new article is as close as possible to but not an improvement on the original article when it was new. In the event that, at the time of the **Damage, Loss or Theft**, such **Insured Property** is no longer available or being manufactured **We** will at **Our** discretion arrange for the replacement of such **Insured Property** with its nearest equivalent.

The basis of settlement for golfing trophies that are totally lost or destroyed will be the value of such **Property** at the time of **Damage, Loss or Theft**.

3) Damaged Property

It is a condition of cover under this **Section** that **You** retain any **Damaged** portions of **Insured Property** for which a claim is being made hereunder and such **Insured Property** is made available for **Our** inspection if required.

Cover under **Section 3** is also subject to the General Conditions set out in the General Conditions section of the **Policy**.

Optional Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these extensions and where no limit or maximum liability is stated in the extension the Limit of insurance for this **Section** applies.

These extensions apply only to this **Section 3** of the **Policy** and only if specified as “Included” in the **Schedule**.

What is covered under the extension	What is not covered under the extension
<p>1) Hire of Golf Equipment</p> <p>In the event of Your Golf Equipment being lost during the course of an overseas trip during the Period of Insurance, We will reimburse You for the costs You incur in the temporary hire of alternative golf equipment.</p> <p>Provided that:</p> <ul style="list-style-type: none"> (a) such loss of Golf Equipment has been notified to Us for the purposes of making a claim under this Section (other than under this extension) and We have made payment or have agreed to pay for such loss. (b) You provide us with the receipt for Your payment for such hire. <p>The most We will pay for all occurrences during the Period of Insurance will not exceed the limit specified for this extension in the Schedule.</p>	
<p>2) Golfing Trophies</p> <p>We will cover You for loss of golfing trophies not belonging to You but occurring while they are temporarily in Your care, custody or control anywhere within the United Kingdom or anywhere in the world for up to 120 days in any one Period of Insurance.</p>	<p>We will not pay under this extension for any loss for which cover is provided to You under any other insurance.</p>

<p>The most We will pay for all occurrences during the Period of Insurance will not exceed the limit specified for this extension in the Schedule.</p> <p>General Condition 5 does not apply to this Optional Extension 2.</p>	
<p>3) Personal Effects</p> <p>We will cover You for loss by theft of or Damage by fire to non-golf related personal effects that belong to You while such personal effects have been left in a golf club house or professional golf shop.</p> <p>The most We will pay for all occurrences during the Period of Insurance will not exceed the limit specified for this extension in the Schedule.</p>	<p>We will not provide cover under this extension for:</p> <ul style="list-style-type: none"> (a) the amount of the Excess shown in the Schedule to this extension which We will deduct from each and every claim after the application of any applicable condition of Average (underinsurance). (b) theft of or Damage to any camera, computer, money, credit cards, securities and documents in any form, mobile phones, jewellery, articles of precious metals, stones, fur, watches, spectacles, sun glasses, or property more specifically insured elsewhere.

*Drivers of golf buggies must hold a full UK or EU driving licence and must be specified in the **Schedule**.*

*If **Your** golf buggy or **Golf Equipment** or clothing are lost or stolen **You** must, as soon as reasonably practicable after discovery of the loss, notify the police and obtain a crime reference from them.*

*If **Your Golf Equipment** or clothing are lost while in transit **You** must, as soon as reasonably practicable after discovery of the loss, notify the carrier and obtain from them a claim reference*

SECTION 4 - PERSONAL ACCIDENT

Cover under **Section 4** is subject to the Conditions and Exclusions set out within this **Section 4**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions sections of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the WORDS WITH SPECIAL MEANINGS section of the **Policy** or are defined below.

This **Section** applies only if the **Schedule** shows 'Covered' or shows the maximum amount that **We** may pay.

Definitions

These definition(s) apply to this **Section** wherever these words or phrases appear printed in bold.

In this **Section**:

- 1) **Accident** means:
a sudden, unexpected, unusual, specific event caused by violent and external means.
- 2) **Bodily Injury** means:
identifiable physical injury which:
 - (a) is caused by an **Accident**, and
 - (b) solely and independently of any other cause, except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions **Your** death or disablement within twenty four (24) months from the date of the **Accident**.

What is covered under this Section

If **You** sustain **Bodily Injury** while **You** are playing golf on a **Recognised Golf Course** within the United Kingdom or a **Recognised Golf Course** anywhere in the world for up to 120 days in any one **Period of Insurance**, **We** will pay to **You** or to **Your** Executors or Administrators, the amounts according to the Schedule of Benefits specified in the **Schedule**.

What is not covered under this Section

- We** will not pay **You** for:
- 1) death that arises solely from sickness or disease.
 - 2) any **Bodily Injury** sustained while **You** are under the influence of intoxicants or drugs.
 - 3) any **Bodily Injury** that is caused, contributed to or aggravated by:
 - (i) 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.
 - (ii) any physical condition, defect, infirmity, disease or illness whether diagnosed or not, from which **You** are found to have been suffering prior to the **Accident**.
 - 4) **Permanent Total Disablement** sustained if **You** are over 89 years of age.
 - 5) **Your** suicide or attempted suicide or intentional self-injury or **You** being in a state of insanity or **Your** deliberate exposure to exceptional danger (except in an attempt to save human life).

	Cover under Section 4 is also subject to the General Exclusions set out in the General Exclusions section of the Policy .
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Limit of insurance
<p>The most We will pay under this Section for the consequences of any one Accident shall not exceed the amount stated for the appropriate benefit as listed in the Schedule of Benefits.</p> <p>We will not pay a benefit under more than one of the items of the Schedule of Benefits in respect of the consequences of one Accident.</p>

Conditions
<p>1) Death Benefit</p> <p>If an Accident causes Your death within twenty four (24) months following the date of the Accident and prior to the definite settlement of the benefit for disablement provided for under Items 2 or 3 of the Schedule of Benefits, We will only pay the benefit provided for in the case of death.</p> <p>2) Notification</p> <p>We must be given notice, as soon as reasonably practicable:</p> <ul style="list-style-type: none"> (i) of any Accident which causes or may cause a claim within the meaning of this Section and You must as early as possible seek the attention of a Medical Practitioner. (ii) in the event of Your death resulting or alleged to result from an Accident. <p>All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by Us or on Our behalf and such medical adviser shall, for the purpose of reviewing the claim, be allowed to examine You as often as may be deemed necessary.</p> <p>Cover under Section 4 is also subject to the General Conditions set out in the General Conditions section of the Policy but General Condition 5 Claims (Other Insurance) does not apply to this Section.</p>

Optional Extensions	
<p>The terms of this Section and General Conditions and General Exclusions of this insurance apply to these extensions and where no limit or maximum liability is stated in the extension the Limit of insurance for this Section applies.</p> <p>These extensions apply only to this Section 4 of the Policy and only if specified as "Included" in the Schedule.</p>	
What is covered under the extension	What is not covered under the extension
<p>1) Club or Society Subscription</p> <p>We will reimburse You for the proportion of Your Club or Society subscription that represents the period that You are unable to play golf as a sole and direct result of Bodily Injury that occurs while You are playing golf on a Recognised Golf Course within the United Kingdom or anywhere in the world for up to 120 days in any one Period of Insurance.</p>	<p>We will not pay for any period that You are unable to play golf that exceeds 12 months.</p>

<p>Provided always that:</p> <ul style="list-style-type: none"> (a) the period that you are unable to play golf, as provided for above, is not less than sixty (60) consecutive days. (b) the most We will pay for all occurrences during the Period of Insurance will not exceed the limit specified for this extension in the Schedule. (c) You provide Us, at Your own expense, with a doctor's certificate confirming You were not able to play golf during the period for which You are claiming reimbursement. (d) You provide Us with details of Your Club or Society subscription payment. 	
<p>2) Emergency Dental Treatment</p> <p>We will reimburse You for the costs You incur in respect of emergency dental treatment by a qualified dental practitioner that is required following Damage to Your teeth as a sole and direct result of an Accident that occurs while You are playing golf on a Recognised Golf Course within the United Kingdom or anywhere in the world for up to 120 days in any one Period of Insurance.</p> <p>Provided always that:</p> <ul style="list-style-type: none"> (a) the most We will pay in respect of any one Accident will not exceed the limit specified for this extension in the Schedule. (b) You provide Us, at Your own expense, with the invoice for the costs of such emergency dental treatment that was required. (c) any repair or replacement of dentures is to the original prescription only. 	<p>We will not pay for:</p> <ul style="list-style-type: none"> (a) costs arising from Damage to teeth: <ul style="list-style-type: none"> (i) caused by foodstuffs (including foreign bodies therein). (ii) caused by wear and tear or gradual deterioration. (iii) caused other than by an Accident. (iv) that is not apparent within 7 days of the date of the Accident. (b) Damage to dentures whilst not being worn.
<p>3) Emergency Hospital Cover</p> <p>We will reimburse You for the costs of Your emergency Hospitalisation arising solely and directly as a result of Bodily Injury that occurs while You are playing golf on a Recognised Golf Course within the United Kingdom or anywhere in the world for up to 120 days in any one Period of Insurance.</p> <p>Provided always that:</p> <ul style="list-style-type: none"> (a) We will not pay more than £50 in any one 24 hour period. (b) the most We will pay in respect of any one Bodily Injury and in all in the Period of Insurance will not exceed the limit specified for this extension in the Schedule. <p>For the purposes of this extension Hospitalisation means:</p> <p>confinement within a legally constituted hospital as a consequence of Bodily Injury and</p>	<p>We will not pay for any sums incurred during the first 24 hours of any such Hospitalisation.</p>

<p>on the recommendation of a Medical Practitioner.</p>	
<p>4) Tournament Entry Fees</p> <p>We will reimburse You for the costs of golf tournament entry fees that You forfeit when Your entry to the tournament is cancelled as a sole and direct consequence of You contracting an unexpected and unforeseen illness or sustaining an accidental injury that renders You unable to play golf.</p> <p>Provided always that:</p> <ul style="list-style-type: none"> (a) the illness or accidental injury occur within 14 days of the start date of the tournament. (b) the most We will pay for all occurrences during the Period of Insurance will not exceed the limit specified for this extension in the Schedule. (d) You provide Us, at Your own expense, with a doctor's certificate confirming You were not able to play golf during the tournament. (e) You provide Us with details of Your tournament entry fee payment. 	

*If **You** have an **Accident** which causes or may cause a claim under this **Section**, **You** must seek the advice of a **Medical Practitioner** as early as possible.*

GENERAL EXCLUSIONS

This part of the **Policy** sets out the General Exclusions applicable to the **Policy**.

The following Exclusions apply to all Sections of this insurance unless they name Sections to which they do not apply.

We will not pay:

1) Communicable disease

for any loss, **Bodily Injury**, illness, **Damage**, legal liability, cost or expense of whatsoever nature directly or indirectly arising out of, contributed to by or resulting from any Communicable Disease (as defined below), or any fear or threat (whether actual or perceived) of any Communicable Disease, or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of any Communicable Disease.

For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

If **We** allege that by reason of this exclusion, any loss is not covered by this insurance, the burden of proving the contrary shall be upon **You**

2) Cyber

for **Bodily Injury**, illness or any losses or costs or expenses of any kind or any liability directly or indirectly caused by, arising from or consisting of (in whole or in part):

- (i) the use or misuse of the internet or similar facility.
- (ii) any electronic transmission of data or other information.
- (iii) any computer virus or similar problem.
- (iv) use or misuse of any internet address, website or similar facility.
- (v) any data or other information posted on a website or similar facility.
- (vi) any loss of data or **Damage** to any computer system including but not limited to hardware or software.
- (vii) the functioning or malfunctioning of the internet or similar facility or of any internet address, website or similar facility.
- (viii) any infringement whether intentional or unintentional of any intellectual property rights (including but not limited to trademark, copyright or patent).

3) Date recognition

for **Bodily Injury**, illness or **Damage** or any costs or expenses or consequential loss or legal liability of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether **Your Property** or not and whether occurring before during or after the year 2000:

- (a) correctly to recognise any date as its true calendar date.
- (b) to capture save or retain and/or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- (c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

Provided that nothing contained in this exclusion or any other provision or extension of this insurance shall be considered as extending **Our** liability to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or

relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether **Your Property** or not.

4) Excluded Persons

for any claim in respect of persons:

- (a) that pursue the sport of golf in a professional capacity
- (b) that are under the age of eighteen (18) years or over the age of eighty nine (89) years at the commencement of the **Period of Insurance**

unless **We** have given **Our** prior written agreement.

5) Mould

for any **Bodily Injury**, illness or **Damage**, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

- (i) any **Damage to Insured Property**.
- (ii) any covered peril or cause, whether contributing concurrently or in any sequence.
- (iii) loss of use, occupancy, or functionality.
- (iv) any action required, including but not limited to repair, replacement, removal, clean up abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this insurance that provides insurance cover in whole or in part for these matters.

6) Northern Ireland

for **Damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** by fire or explosion), strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

7) Radioactive and other contamination

- (a) for **Bodily Injury**, illness or **Damage** to any **Property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) for legal liability of whatsoever nature
- (c) for any legal costs and expenses

directly or indirectly caused by or contributed to by or arising from:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter.
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- (v) any chemical, biological, biochemical or electromagnetic weapon.

8) Sanction limitation and exclusion

for any claim or provide any benefit under this **Policy** where the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

9) Sonic bang

for **Damage** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds or any legal costs or expenses arising therefrom or relating thereto.

10) Terrorism

- (a) for **Bodily Injury**, illness or **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) for legal liability of whatsoever nature
- (c) for legal costs and expenses

caused by resulting from or in connection with:

- (i) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss.
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to the act of **Terrorism**

If **We** allege that by reason of this exclusion any **Damage**, loss cost, expense or liability is not covered by this insurance the burden of proving the contrary shall be upon **You**.

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

11) War and similar risks

- (a) for **Bodily Injury** or **Damage** to any **Property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or
- (c) legal costs and expenses

arising from any of the following regardless of any other cause or event contributing concurrently or in any sequence to the **Bodily Injury**, **Damage**, loss, cost, expense or liability:

- (i) war, invasion, act(s) of foreign enemies, hostilities or warlike operators (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority.
- (ii) any action taken in controlling preventing suppressing or in any way relating to (i) above.

GENERAL CONDITIONS

This part of the **Policy** sets out the General Conditions applicable to the **Policy**.

*The following Conditions apply to all **Sections** of this insurance unless stated otherwise - where they require actions on **Your part You** must comply with them in order to be covered under this insurance. If **You** breach or do not comply with these conditions, **You** may not be covered if **You** need to make a claim.*

1) Arbitration

If any difference arises between **You** and **Us** as to the amount to be paid under this insurance (liability being otherwise admitted) the difference shall be referred to an Arbitrator to be appointed in accordance with the relevant law in force at the time. Where any difference is by this condition to be referred to arbitration the making of any award shall be binding upon **You** and **Us**.

2) Assignment

You must not transfer any of the rights or benefits under this insurance and/or any **Section** of this insurance without **Our** prior written consent.

We will not be bound to accept or be affected by any notice of trust, charge or supposed obligation or other dealing with or relating to this insurance and/or any **Section** of this insurance.

3) Cancellation by Us

We may cancel this insurance at any time if there is a valid reason by providing **You** with fourteen (14) days notice of cancellation by recorded delivery letter to **Your** last known address and by providing a copy of the notice to **Your** broker.

Valid reasons may include but are not limited to:

- (a) **You** failing to co-operate with **Us** or failing to send **Us** information or documentation as required by the terms of this insurance where this significantly affects **Our** ability to process **Your** claim or deal with **Your** insurance.
- (b) **You** fail to provide **Us** with correct information and fail to correct this when **We** ask **You** to.
- (c) **Your** circumstances change which means **You** no longer meet **Our** criteria for providing insurance cover.
- (d) **You** use threatening or abusive behaviour or language with **Our** staff or suppliers.
- (e) **You** fail to pay the premium.

If this insurance is cancelled as provided for above and during the current **Period of Insurance** there have been no:

- (a) claims made under this insurance for which **We** have made a payment
- (b) claims made under this insurance which are still under consideration
- (c) occurrences likely to give rise to a claim but yet to be reported to **Us**

You will be entitled to the return of a proportionate part of the paid premium for the unexpired **Period of Insurance**. For example, if **You** have been covered for six (6) months **We** will only return half of the premium paid.

If a claim has been submitted or there has been any occurrence(s) likely to give rise to a claim during the current **Period of Insurance** no refund of premium for the unexpired **Period of Insurance** will be given and any unpaid instalments of the full premium will become due for payment.

If **We** cancel **Your** insurance on the grounds of fraud **We** may not return any premium **You** have paid.

4) Claims (Notification)

In the event of an occurrence which may give rise to a claim under this insurance **You** must:

- (a) give written notice to **Us** as soon as reasonably practicable of any such occurrence with full particulars. All claims

should be notified to **Us** using one of the methods described in the Customer Information Notices section near the beginning of this document.

- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** as soon as reasonably practicable after they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give notice in writing to **Us**, as soon as reasonably practicable after **You** become aware of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and co-operate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.

5) Claims (Other insurance)

If at the time of any occurrence there is or but for the existence of this insurance there would be any other insurance covering the same liability **We** will not be liable for more than **Our** rateable proportion thereof.

This condition does not apply to Optional Extension 2 (Trophies) to **Section 3** (Damage to Property) or to the Personal Accident **Section**.

6) Claims (Subrogation)

You and any claimant under this insurance shall at **Our** request and expense do and agree with and permit to be done all acts and things that may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies or of obtaining relief or recourse from other parties to which **We** shall be or would become entitled or subrogated upon **Our** making a payment under this insurance. This condition will apply whether the acts and things shall be or become necessary or required before or after **We** make the payment.

7) Fraudulent claims

If **You** make a fraudulent claim under this insurance **We** will not be liable to pay **You** any sums in respect of the fraudulent claim. **We** may recover from **You** any sums that **We** have already paid to **You** in respect of the fraudulent claim. **We** may by notice to **You** treat this insurance as terminated with effect from the date of **Your** fraudulent act.

8) Reasonable Precautions

It is a condition of this insurance that **You** shall take all reasonable care:

- (a) to prevent any occurrence which may give rise to a claim under this insurance.
- (b) to comply with all statutory and other obligations and regulations imposed by any authority.
- (c) to make good or remedy any defect or danger which becomes apparent and take the additional precautions that the circumstances may require.

9) Rights of Third Parties

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