GOLFGUARD

GOLF SOCIETY MEMBERS INSURANCE POLICY WORDING

BENEFITS AS SPECIFIED ON THE SCHEDULE

GOLF SOCIETY MEMBERS INSURANCE

This is to certify that in accordance with the authorisation granted under a Contract (as identified in the **Schedule**) to the **Coverholder** specified in the **Schedule** by the **Insurer** detailed therein, and in consideration of the premium specified in the **Schedule** having been paid, the **Insurer** agrees to provide insurance to the extent and in the manner specified herein or endorsed hereon.

Provided always that:

(1) the liability of the **Insurer** shall not exceed the Limits of Liability or **Sum(s) Insured** expressed in the **Schedule** or contained herein or such other Limits of Liability or **Sum(s) Insured** as may be substituted by **Endorsement** and agreed by them or on their behalf.

(2) this insurance provides cover only in respect such **Sections** of the **Schedule** as are specified as being included or have a Limit of Liability or **Sum Insured** shown against them.

(3) this insurance is subject to all the provisions, conditions, warranties and exclusions contained within the body of the wording or endorsed or added thereto, all of which are to be considered as incorporated and shall be read together as one document.

This **Policy** has been issued and signed for and on behalf of the **Insurer** by

Nigel Palmer

Chief Executive

Acrisure UK MGA

Authorised signatory

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GENERAL CONDITIONS- This part of the **Policy** sets out the rights, obligations and conditions relating to the **Society** and to its **Members** 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 **24**

CUSTOMER INFORMATION STATEMENTS

This insurance contract is an important document that the **Society** should read and store carefully. It sets out what is and is not covered under the insurance cover the **Society** has purchased and explains key contractual obligations that apply to the **Society**, to the **Members** and to **Us**.

This **Policy** consists of:

1) the **Schedule** (in a separate document),

2) these Customer Information Statements,

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;

5) special Conditions that are applicable to the **Society** and to **Us;**

6) evidences of insurance that must be provided to **Members** as appropriate, and

7) 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 "included" in the **Schedule** or having a Limit of Liability 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**.

Words and terms starting with an upper case letter which are printed in bold type have special meaning and are defined in the Definitions section. Insofar as such words and terms have a special meaning in relation to specific **Sections**, they are defined in the relevant **Section** itself.

This document has been issued by the **Coverholder** as an agent of the **Insurer**.

The **Society** should read the **Schedule** carefully and if it is incorrect return it as soon as reasonably practicable to their insurance broker for alteration.

It is essential that:

- the **Society** checks that each of the covered **Sections** and the **Schedule** are correct according to the **Membership Cover Level(s)** selected by the **Society** for its **Members**.
- the **Society** complies with their duties under each **Section** and under this insurance as a whole.
- **Members** comply with their duties as indicated in this **Policy** and in the evidence of insurance supplied to such **Members**.

The **Society** should keep this document in a safe place as they may need to refer to it if a claim has to be made under this **Policy**.

The **Society** has a duty at inception and renewal of this insurance and a continuing duty throughout the **Period of Insurance** to disclose and to make a fair presentation of all facts that are material to **Us** including those relating to any claim. If the **Society** is in any doubt as to whether or not a fact is material they should disclose it to **Us.**

The **Society** must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums.

In all communications the **Policy** number specified in the **Schedule** should be quoted.

Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

The headings in this **Policy** are for reference only and shall not be considered when determining the meaning of this **Policy**.

This insurance may be invalidated if the **Society** or a **Member** have failed to comply with any of the terms and conditions of this **Policy**.

The Coverholder

The **Coverholder** shall mean the **Coverholder** specified in the **Schedule** (referred to herein as the **Coverholder**).

The **Coverholder** is authorised and regulated by the Financial Conduct Authority (the "FCA") – their FCA firm reference number is specified in the **Schedule**.

What to do if the Society or the Member has a complaint

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

In the first instance please contact the insurance broker who arranged this insurance for the **Society** or contact the **Coverholder** using the details specified in the **Schedule**.

If the complaint is not resolved to the **Society's** or the **Member's** satisfaction please contact MGAM Limited by email: complaints@mgamutual.com

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

If the **Society** or the **Member** remain dissatisfied after MGAM have considered the complaint, they may have the right to refer the 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. More information on the FOS can be found at: www.financial-ombudsman.org.uk

The FOS's decision is binding upon **Us**, but the **Society** and the **Member** are free to reject it without affecting their legal rights.

Accepting an award made by the FOS may affect the **Society's** or the **Member's** rights to subsequently take legal action.

Compensation Scheme

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

The **Member** may be entitled to compensation from the FSCS if **We** are unable to meet **Our** liabilities. For compulsory insurance a **Member** may be entitled to compensation up to 100% of the claim. For non-compulsory types of insurance a **Member** 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 the **Member** can visit the FSCS website at www.fscs.org.uk

This insurance and the information disclosed by the Society

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information the **Society** has given **Us**. The **Society** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that the **Society** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this insurance as if it never existed and decline all claims. **We** may not return premium already paid by the **Society** in this situation.

If **We** establish that the **Society** provided **Us** with false, incomplete or misleading information and that it was not deliberate or reckless on their part, it can still adversely affect this insurance and any claim hereunder.

For example:

(a) where **We** could have accepted the risk and offered the **Society** an insurance but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that a **Member** makes 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 the **Member** 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, subject to a deduction for any commission paid to the **Society's** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided the **Society** with insurance cover for its **Members** when **We** would not otherwise have offered it at all had the risk been fairly presented.

(c) if **We** would have written the risk on different terms had it been fairly presented, **We** may amend this insurance to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made.

(d) **We** may cancel this insurance in accordance with its cancellation provisions.

We will write to the **Society** if **We**:

(i) reduce a **Member's** claim in accordance with the above; or

(ii) intend to treat this insurance as if it never existed; or

(iii) amend the terms of this insurance.

If the **Society** becomes aware that information they have given **Us** is inaccurate or incomplete or if the information changes, they must inform **Us** without delay. **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 the **Members** with insurance cover in which case **We** may cancel this insurance cover in accordance with the cancellation provisions.

Observance of insurance terms and suspension of cover

Every condition precedent 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 the **Society** or a **Member** breaches any such condition precedent cover will be suspended for the period from the date of the breach until the breach has been remedied.

We will have no liability under this insurance in respect of any loss occurring or attributable to something happening during a period of non-compliance with a condition precedent unless the **Society** or the **Member** can prove that the breach of the condition precedent could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

The Society's right to cancel

The **Society** has the right to cancel this insurance within 14 (fourteen) days of receiving the contract documentation or from the day of the conclusion of the contract, whichever day is the later, and receive a full refund of any premium paid. For the purposes of this cancellation clause, it will be considered that the **Society** will have received the insurance documents upon the day following the date they were posted to the **Society** by first class post or were supplied to the **Society** electronically or the **Society** was supplied with the means by which they could access them electronically. If the **Society** does cancel this insurance within the initial 14 (fourteen) days period, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to **Us** in respect of this insurance.

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

Following the expiry of the initial 14 (fourteen) days period, this insurance may be cancelled at any time at the **Society's** written request. A pro-rata refund of premium will be allowed for the unexpired portion of the **Period of Insurance** but **We** will not allow a return of premium if any claims have been either paid, reported or are outstanding.

To exercise the right to cancel this insurance the **Society** should contact the insurance broker who arranged this cover for them.

The law that governs the interpretation of this insurance

All disputes concerning the interpretation of this insurance are understood and agreed by both the **Society** and by **Us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court. In the event that, at the commencement of the **Period of Insurance**, the **Society** is located in Scotland or Northern Ireland then the law of that country will apply.

Claims notification

All claims under this insurance are to be notified to **Us** using the following method and quoting the **Policy** number:

Please notify **Our** appointed claims representatives using the contact details specified in the **Schedule**.

Privacy 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 the **Society** with a quote, processing claims for **Members** and administration purposes. The **Insurer** also processes data for recruitment purposes, relationship management and dealing with complaints.

The data that the **Insurer** collects from the **Society** and the **Members** and how the **Insurer** processes that data will depend on their relationship with the **Society** and the **Member**. Consequently, the **Insurer** will collect relevant data dependent on whether the **Society** or the **Member** 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 the **Society's** and the **Member's** 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 such data.

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

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

The **Insurer's** full Privacy Notice is available at www.convexin.com. If the **Society** or the **Member** 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 the **Insurer's** Data Protection Officer at dataprotectionofficer@convexin.com or by writing to Data Protection Officer, Convex Insurance UK Limited, 52 Lime Street, London, EC3M 7AF.

DEFINITIONS

This section sets out the specific meaning given to certain words and terms used in this **Policy**.

These definitions apply to all of this insurance contract (including the **Schedule**) wherever these words or phrases appear starting with an upper case letter and printed in bold except where otherwise stated. Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.

Each **Section** or Extension may include definitions unique to that **Section** or Extension.

1) **Asbestos** means:

asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.

2) **Bodily Injury** means:

physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.

3) **Contractual Liability** means:

liability attaching to the **Society** or a **Member** by virtue of a contract but which would not have attached in the absence of such contract.

4) **Damage** means:

physical loss or destruction or damage.

5) **Endorsement(s)** means:

the document(s) detailing modifications made to the cover provided under this insurance and/or the **Section(s)** thereof.

6) **Insurer/Our/Us/We** means:

Insurer(s) whose identity is stated in the **Schedule**.

7) **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.

8) **Loss of Sight** means:

loss of sight which is certified as being entire and irrecoverable by a qualified physician specialising in ophthalmology.

9) **Medical Practitioner** means:

any legally qualified medical practitioner other than **You** or a member of **Your** family.

10) **Member** means:

any person, whose principal address is in Great Britain, Northern Ireland and the Isle of Man and is domiciled therein, who is a member of the **Society** but only for the period during the **Period of Insurance** that such person's name appears on the **Society's** membership roll as a current paid up member.

11) **Membership Cover Level(s)** means:

the pre-set choice of Limits of Liability, **Sum(s) Insured** and **Sections** that have been selected by the **Society** when purchasing this insurance on behalf of its **Members**.

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 24 (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 such pollution or contamination.

15) **Property** means:

material property.

16) **Recognised Golf Course** means:

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

17) **Schedule** means:

the document stating the **Membership Cover Level(s)** the **Society** has chosen, the **Period of Insurance** and the Limit(s) of Liability and **Sum(s) Insured**.

18) **Section(s)** means:

the part(s) of this insurance that detail the cover provided by each individual section of this insurance.

19) **Society** means:

the Golf Society named in the **Schedule**.

20) **Sum Insured** means:

Our limit of liability in respect of **Damage** to **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 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

22) **You/Your** means:

any **Member**.

SECTION 1 - PERSONAL LIABILITY
(Cover under Section 1 - included under Bronze, Silver and Gold Options)

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 Definitions section of the **Policy**.

Insuring Clause

We will cover **You** for **Your** legal liability for accidental:

(a) **Bodily Injury** to any person (including a hired caddy)

(b) **Damage** to **Property**

occurring while **You** are playing golf (including while using a hired or borrowed 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 (one hundred and twenty) days in any one **Period of Insurance**.

Limit of Liability

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section.**

Exclusions

We will not provide cover for liability:

1) arising out of **Your**:

(a) ownership or occupation of any land or building.

(b) pursuit or exercise of any employment, business or profession.

2) arising under any road traffic legislation other than arising from **Your** using a golf buggy while playing golf.

3) for **Contractual Liability**.

4) in respect of **Damage** to **Property** (including golf buggies):

(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:

(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**.

Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:

(i) all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred 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 deemed 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 Liability 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 on a recognised road crossing between holes on the golf course

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

11) 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.

12) 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 hereunder.

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

Conditions

1) Conduct and Control

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 desire 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 such claim against **You** and **You** shall give all such information and assistance as **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) Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability 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 such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such 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 Liability for this **Section** applies. These Extensions apply only to this **Section** 1 of the **Policy**.

1) Accidental Damage

In circumstances where, although the **Member** is not legally liable, the **Member** has accidentally caused **Damage** to **Property** not belonging to or in the care, custody or control of the **Member** whilst playing golf 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 (one hundred and twenty) days in any one **Period of Insurance**, **We** will cover the **Member** for all amounts the **Member** has to pay to make good such **Damage**.

Our limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this extension.

2) Cover for Other Persons

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:

(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 Liability for this **Section** regardless of the number of persons claiming to be covered.

3) Defence Costs and Expenses

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:

(a) arising out of representation 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

provided that:

(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.

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:

(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**.

Defence costs as provided for above are included within the amount stated in the **Schedule** as the Limit of Liability.

4) Member to Member

This **Section** extends to cover any **Member** for their legal liability, as provided for in this **Section**, to another **Member** provided that nothing contained in this extension shall increase **Our** liability to pay any amount in respect of any claim or during the **Period of Insurance** in excess of the amount stated as the Limit of Liability for this **Section**.

SECTION 2 - HOLE IN ONE
(Section 2 - included under Bronze, Silver and Gold Options)

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 Definitions section of the **Policy**.

Insuring Clause

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.

Limit of Liability

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 Liability for this **Section.**

Exclusions

We will not reimburse **You** for achieving a hole in one:

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 (thirty) days of its occurrence together with the bar bill, the score card and verification by the club secretary.

Cover under **Section** 2 is also subject to the General Exclusions set out in the General Exclusions section of the **Policy**.

SECTION 3 - DAMAGE TO PROPERTY
(Section 3 - included under Silver and Gold Options only)

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 below or in the Definitions section of the **Policy**.

Definitions

These definition(s) apply to this **Section** wherever these words or phrases appear starting with an upper case letter and printed in bold except where stated otherwise.

In this **Section**:

1) **Golf Equipment** means:

items necessary to play golf but not including golf buggies (unless specified in the **Schedule**) and not including **Property** specifically excluded by this **Section.**

2) **Insured Property** means:

The **Property** listed in the **Schedule** for this **Section** being property belonging to **You** or for which **You** are responsible.

Insuring Clause

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

Limit of Liability

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**.

Exclusions

We will not cover **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.

(g) moth, vermin or insect or scratching, biting or chewing by any animal**.**

3) scratching or denting.

4) **Damage** arising through theft of the **Golf Equipment** and clothing:

(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.

(b) from **Your** golf club locker, a house or garage unless they are locked and there are signs of forcible entry.

(c) from a garden shed or similar outbuilding unless with **Our** prior written agreement.

(d) from university halls of residence or student accommodation.

5) **Damage** 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**.

6) **Damage** to remote control trolleys.

7) **Damage** to ride on golf buggies owned by **You** unless with **Our** prior written agreement and the item being listed in the **Schedule**.

8) **Damage** to GPS golf devices unless listed in the **Schedule** and including details of the make, model and price paid for such items.

9) **Damage** to batteries or chargers or any fire **Damage** arising from batteries or chargers.

10) **Damage** to spectacles or sunglasses.

11) **Damage** caused by the **Insured Property** undergoing any heating process or any process involving the application of heat.

12) loss due to any person obtaining the **Insured Property** by deception.

13) **Damage** caused by **Pollution** or **Contamination**.

14) **Damage** to **Golf Equipment** and clothing whilst in transit unless such **Damage** is reported to the carrier within 24 hours of discovery and an appropriate written report/claim reference obtained.

15) theft or loss of **Golf Equipment** and clothing unless reported to the police within 24 hours of discovery and an appropriate crime reference obtained.

16) the cost of replacing or repairing any undamaged part of **Your Golf Equipment** and clothing which forms part of a pair or set when the **Damage** is restricted to a single item or part of the set.

17) 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).

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

Conditions

1) Average

Each item of this **Section** is separately subject to the condition of Average, that is to say, if the **Insured Property** insured by such item shall at the time of any loss be of greater value than the **Sum Insured** for such item, **You** shall only 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 Equipment** and clothing and personal effects that have been totally lost or destroyed will be the replacement as new cost of such **Insured Property** at the time of **Damage** 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**, 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 have been totally lost or destroyed will be the value of such **Insured Property** at the time of **Damage**.

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 Liability for this **Section** applies. These Extensions apply

only to this **Section** 3 of the **Policy** and only if specified as "Included" in the **Schedule**.

1) Hire of Golf Equipment

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.

Provided that:

(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 for such loss or have admitted liability in respect thereof.

(b) **You** provide us with the receipt for **Your** payment for such hire.

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**.

2) Golfing Trophies

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 within the United Kingdom or anywhere in the world for up to 120 (one hundred and twenty) days in any one **Period of Insurance**.

This extension will not provide cover for any loss for which cover is provided to **You** under any other insurance.

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**.

3) Personal Effects

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 within the United Kingdom or anywhere in the world for up to 120 (one hundred and twenty) days in any one **Period of Insurance**.

This extension will not provide cover for:

(a) the first £35 of each and every claim.

(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.

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**.

SECTION 4 - PERSONAL ACCIDENT
(Section 4 - included under Bronze, Silver and Gold Options)

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 below or in the Definitions section of the **Policy**.

Definitions

These definition(s) apply to this **Section** wherever these words or phrases appear starting with an upper case letter and printed in bold except where stated otherwise.

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 24 (twenty four) months from the date of the **Accident**.

Insuring Clause

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

Limit of Liability

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.

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**.

Exclusions

We will not cover **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 (eighty-nine) 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**.

Conditions

1) Death Benefit

If an **Accident** causes **Your** death within 12 (twelve) 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.

2) Notification

We must be given notice, as soon as reasonably practicable:

(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**.

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.

Cover under **Section** 4 is also subject to the General Conditions set out in the General Conditions section of the **Policy** but General Condition 4 (Claims Contribution) does not apply to this **Section**.

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 Liability for this **Section** applies. These Extensions apply only to this **Section** 4 of the **Policy** and only if specified as "Included" in the **Schedule**.

1) Society Subscription

We will reimburse **You** for the proportion of **Your 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 (one hundred and twenty) days in any one **Period of Insurance**.

Provided always that:

(a) the period that you are unable to play golf, as provided for above, is not less than 60 (sixty) consecutive days.

(b) **We** will not pay for any period that **You** are unable to play golf that exceeds 12 (twelve) months.

(c) 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 period for which **You** are claiming reimbursement.

(e) **You** provide **Us** with details of **Your Society** subscription payment.

2) Emergency Dental Treatment

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 (one hundred and twenty) days in any one **Period of Insurance.**

Provided always that:

(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) **We** will not pay for costs arising from **Damage** to teeth:

(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 (seven) days of the date of the **Accident**.

(d) **We** will not pay for **Damage** to dentures whilst not being worn.

(e) any repair or replacement of dentures is to the original prescription only.

3) Emergency Hospital Cover

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 (one hundred and twenty) days in any one **Period of Insurance.**

Provided always that:

(a) **We** will not cover **You** for any sums incurred during the first 24 hours of any such Hospitalisation.

(b) **We** will not pay more than £50 in any one 24 hour period.

(c) 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**.

For the purposes of this extension Hospitalisation means:

confinement within a legally constituted hospital as a consequence of **Bodily Injury** and on the recommendation of a **Medical Practitioner**.

4) Tournament Entry Fees

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.

Provided always that:

(a) the illness or accidental injury occur within 14 (fourteen) 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**.

(c) **You** provide **Us**, at **Your** own expense, with a doctor's certificate confirming **You** were not able to play golf during the tournament.

(d) **You** provide **Us** with details of **Your** tournament entry fee payment.

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 stated otherwise.

We will not provide cover:

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 hereinafter defined), 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 losses or costs and expenses of any kind 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

in respect of persons:

(a) that pursue the sport of golf in a professional capacity.

(b) that are under the age of 7 (seven) years or over the age of 89 (eighty-nine) years at the commencement of the **Period of Insurance** unless **We** have given **Our** prior written agreement.

(c) under the age of 12 (twelve) years unless such person is accompanied by a responsible adult while playing golf.

5) Firearms

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 the ownership, possession or use of firearms.

6) 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.

7) 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.

8) 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.

9) Sanction limitation and exclusion

for any claim or provide any benefit hereunder to the extent that 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.

10) 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.

11) 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.

12) War and similar risks

(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) 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**, illness, **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.

1) Arbitration

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force. 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 shall not assign 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, lien or purported assignment or other dealing with or relating to this insurance and/or any **Section** of this insurance.

3) Cancellation

Being a group policy effected by the **Society** this insurance does not provide **You** with the statutory right to cancel an Insurance within 14 (fourteen) days that applies to individual insurance policy contracts.

4) Claims (Contribution)

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 the Personal Accident **Section**.

5) Claims (Notification)

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

(a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this insurance with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements 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 becoming 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**.

6) Claims (Subrogation)

You shall at **Our** request and expense do and concur in doing and permit to be done all such acts and things as 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 whether such acts and things shall be or become necessary or required before or after **We** make such payment.

7) Fraud

If **You** or the **Society** or anyone acting for **You** or the **Society** 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** and the **Society** shall take all reasonable care:

(a) to prevent or minimise 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 such additional precautions as 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.

CONDITIONS APPLICABLE TO THE SOCIETY ONLY

This part of the **Policy** sets out the Conditions that apply to the **Society** only.

1) Alteration of Risk

The cover under this insurance will cease if after the commencement of this insurance:

(a) the **Society's** interest ceases other than by will or operation of the law

(b) the **Society** is wound up carried on by a liquidator or receiver or permanently discontinued

unless **We** agree in writing to continue this insurance.

2) Cancellation

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

Valid reasons may include but are not limited to:

(a) the **Society** 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 a claim or deal with this insurance.

(b) the **Society** failing to provide **Us** with correct information and failing to correct this when **We** ask them to.

(c) the **Society's** circumstances change which means they no longer meet **Our** criteria for providing insurance cover.

(d) the **Society** uses threatening or abusive behaviour or language with **Our** staff or suppliers.

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**

the **Society** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance** or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with the Premium Adjustment Condition.

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 this insurance on the grounds of fraud **We** may not return any premium the **Society** has paid.

3) Member evidence

It is a condition of this insurance that the **Society** supplies to each **Member** an appropriate evidence of their insurance under this **Policy** in accordance with the **Membership Cover Level** 1, **Membership Cover Level** 2 or **Membership Cover Level** 3 templates attached and according to the option(s) selected by the **Society** at the commencement of this insurance as indicated in the **Schedule**.

4) Premium Adjustment

The **Society** has declared to **Us** the number of **Members** at the commencement of this insurance and the premium for such **Members** has been calculated using the rates agreed between the **Coverholder** and **Us**.

Thereafter the **Society** shall declare to **Us** the number of **Members** each month and the premium hereon shall be adjusted accordingly using the rates as specified above.

Golf Society Members Insurance

Insurance Product Information Document

This insurance is provided by MGAM Limited, a company registered in England with company no. 09742763. MGAM Limited registered office is: Walsingham House, Ninth Floor, 35 Seething Lane, London, EC3N 4AH, United Kingdom.

MGAM Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 835270 to carry out insurance distribution activities.

These policy coverages are underwritten by Convex Insurance UK Limited, 52 Lime Street, London, EC3M 7AF who are regulated by the Financial Conduct Authority under firm 840616 and the Prudential Regulation Authority.

This document provides a summary of the key information relating to the insurance that has been arranged by the golf society on behalf of its members. You will find all of the terms and conditions (along with other important information) in the insurance documents. The sections your golf society has chosen to cover and the agreed limits and sums insured are specified in the attached schedule. The full contract documentation provides complete pre-contractual and contractual information on the product - a copy of the policy document is available for inspection on application to your golf society.

What is this type of insurance?

This is a golf society member's insurance covering you for your legal liability for injury to third parties and damage to their property happening while you are playing golf, for your bar bill for the customary round of drinks if you achieve a hole in one during a stableford or medal competition, for damage to equipment while you are playing golf and for bodily injury you suffer from an accident while playing golf. Your schedule will show you which sections are operative.

What is insured?	What is not insured?
Personal Liability	**Personal Liability**
✓ Damages and costs that you become legally liable to pay for injury to third parties and damage to their property where such injury and damage occur while you are playing golf (including using a hired or borrowed golf buggy) on a recognised golf course anywhere in the United Kingdom or a recognised golf course anywhere in the world for up to 120 (one hundred and twenty) days in the period of insurance.	✘ Liability arising out of ownership or occupation of any land or building or for damage to property belonging to you or in your custody or control (including golf buggies). ✘ Liability arising under any road traffic legislation other than arising from using golf buggies while playing golf. ✘ Liability arising out of your employment, business or profession. ✘ Liability arising out of the use of a golf buggy on a public highway outside of a golf course unless on a recognised road crossing between holes on a golf course.
✓ Defence costs that the insurer has agreed to pay in the defence or settlement of a claim.	✘ Liability arising out of a golf buggy that is being driven by any person who does not hold a full UK driving licence.
✓ Damage to third party property where, although not legally liable, you have accidentally caused such damage while playing golf on a recognised golf course anywhere in the United Kingdom or a recognised golf course anywhere in the world for up to 120 (one hundred and twenty) days in the period of insurance.	
✓ In the event of your death, your legal representatives for liability for your covered actions.	
✓ Your legal liability for injury and damage sustained by another member of your golf society.	
Hole in One	**Hole in One**
✓ Reimbursement of your bar bill for the customary round of drinks if you achieve a hole in one in an official Society/Club competition (medal or stableford) within the United Kingdom.	✘ Any course which has six or more par three holes unless the insurer has given their prior written agreement. ✘ Any claim where we have not received written notice of the hole in one within 30 (thirty) days
Damage to Property	**Damage to Property**
✓ Damage to your golf equipment and clothing within the United Kingdom or anywhere in the world for up to 120 (one hundred and twenty) days in any one period of insurance.	✘ Loss from unlocked and unattended vehicles (unless kept out of sight) or loss from a golf locker unless there are signs of forced entry.

		✘	Damage to remote control trolleys or to chargers or batteries or spectacles or sunglasses..
Personal Accident		**Personal Accident**	
✓	If you suffer a bodily injury while you are playing golf on a recognised golf course anywhere in the world we will pay to you the benefit stated in the schedule according to the nature of your injury.	✘	Excluding sickness or disease or you being under the influence of intoxicants or drugs.
		✘	Excluding suicide, intentional self harm or insanity or you deliberately exposing yourself to danger (except in an attempt to save human life).
		General Exclusions applicable to all sections of the policy	
		✘	Any bodily injury, illness, loss or damage or liability that results from war or terrorism or nuclear radiation or contamination or a communicable disease.
		✘	Computer viruses, erasure or corruption of electronic data or the failure of any equipment to correctly recognise the date or change of date.
		✘	Paying any claim or benefit if it means the insurer would be breaching any sanctions of the UN, EU, UK or USA.
		✘	Any corporate member or any person under the age of 7 (seven) years or over the age of 89 (eighty-nine) years.

Are there any restrictions on cover?

! Some sections may be subject to an excess which is the amount you will have to pay of each claim. The amounts of the excess for each section are shown in the schedule.

! The insurer will not pay more than the sums insured or limits specified in the Schedule or within the policy wording.

Where am I covered?

✓ Anywhere in the United Kingdom or anywhere in the world for up to 120 (one hundred and twenty) days in the period of insurance.

What are my obligations?

- You must make a fair presentation of any claim and take reasonable care to give complete and accurate answers to any questions the Insurer asks – and must tell the insurer as soon as reasonably practicable if any of the information changes or is incorrect.
- You must contact the insurer as soon as possible after you become aware of any loss or damage or injury that may lead to a claim under the insurance.
- You must notify the insurer within 30 (thirty) days of achieving a hole in one if you wish to claim for your bar bill and supply the bar bill, the score card and confirmation from the club secretary.
- In the event of theft or loss of golf equipment or clothing you must notify the police within 24 hours of discovery.
- You must take all reasonable steps to prevent or minimise bodily injury or damage to property.
- Any damaged property must be retained for inspection by the insurer if required.
- If you suffer bodily injury while playing golf you must seek the attention of a medical practitioner as soon as possible.
- You must not admit liability for injury to a third party or damage to their property or make any offer or promise to settle a claim without the insurer's written permission.

When and how do I pay?

- Payment for this insurance is arranged by your golf society.

When does the cover start and end?

- The period of your cover is specified in the schedule (the policy period is usually 12 (twelve) months).

How do I cancel the contract?

- Being a group policy effected by your golf society this insurance does not provide you with the statutory right to cancel an Insurance within 14 (fourteen) days that applies to individual insurance policy contracts.

Claims notification:

All claims under this insurance are to be notified to the Insurer using one of the following methods and quoting the Policy number:

Write to: Broadspire, Silbury Boulevard, Milton Keynes, MK9 2AH.
Telephone: 01908 302011
E-mail: convexclaims@broadspiretpa.co.uk

In the event of an occurrence which may give rise to a claim under the insurance the Member will:

(a) give written notice to the insurer as soon as reasonably practicable of any circumstance which may give rise to a claim under the insurance with full particulars of such circumstance. All claims should be notified to the Insurer using one of the methods described above.

(b) provide all additional information the insurer may require within the time stipulated by them.

(c) forward unanswered to the insurer 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 the insurer as soon as reasonably practicable after becoming 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 the insurer or their 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.

(g) do and permit to be done all such acts and things as may be necessary or reasonably required by the insurer for the purpose of enforcing any rights and remedies or of obtaining relief or recourse from other parties to which they shall be or would become entitled or subrogated upon their making a payment under the insurance.

Complaints: The Insurer's aim is to ensure that all aspects of this insurance are dealt with promptly, efficiently and fairly. At all times they are committed to providing the Member with the highest standard of service.

In the first instance please contact the insurance broker who arranged this insurance for the Society or contact Golfguard Limited, P O BOX 270, East Grinstead, West Sussex, RH19 3WP Tel: +44 (0) 1342 318368

If the complaint is not resolved to the Member's satisfaction please contact MGAM Limited by email: complaints@mgamutual.com

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

If the Member remains dissatisfied after MGAM have considered the complaint, they may have the right to refer the complaint to the Financial Ombudsman Service (FOS). Full details will be provided at the appropriate time during the complaints process.

Please note: This document is a summary of the cover provided under the policy issued to the Society and is issued as a notice of insurance for information only, it does not constitute a legal contract of insurance and is subject to all terms, Conditions, Limitations and Exclusions of the Policy which has been issued to your golf Society, a copy of which is available for inspection on application to them. If the Member has any queries please contact the insurance broker who arranged this insurance for the Society or Golfguard Limited at the address shown above.

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