



SPECIALIST GOLF INSURANCE

# INSURANCE BOOKLET

Golf Care is a trading name of JRW Group Services Ltd which is  
Authorised and Regulated by the Financial Services Authority.

# GOLF CARE COVER SUMMARY

keyfacts®

This Insurance Booklet is operative for Insurances starting or renewing from 1st January 2010 and replaces any Insurance Booklet previously issued to you.

This section of the Insurance Booklet is a summary of the terms of the Insurance.

## NAME OF THE UNDERWRITER

Certain Underwriters at Lloyd's.

## TYPE OF INSURANCE AND COVER

This Insurance can provide cover for the following. Please refer to your Insurance Schedule for details of the cover applicable to you as the insured person:

- Section 1. Personal Liability
- Section 2. Third Party Property Damage
- Section 3. Golf Equipment
- Section 4. Equipment Hire
- Section 5. Personal Accident
- Section 6. Dental Treatment
- Section 7. Hospitalisation
- Section 8. Loss of Club Subscription
- Section 9. 'Hole In One'

For individuals who have purchased Golf Care Insurance.

## FEATURES AND BENEFITS

**Section 1.** Provides indemnity for Third Party Bodily Injury and Third Party Property Damage up to the limit defined in your Insurance Schedule.

**Section 2.** Provides indemnity for accidental Third Party Property Damage up to the limit defined in your Insurance Schedule.

**Section 3.** Provides cover for Loss or Damage to Golf Equipment (new for old if item is under 3 years old and new at the time of purchase) up to the limit defined in your Insurance Schedule.

**Section 4.** Provides indemnity for Hire of property following Loss under Section 3 up to the limit defined in your Insurance Schedule.

**Section 5.** Provides cover for Accidental Death, Loss of Limbs and/or Sight, Partial Loss of Sight and Permanent Total Disability up to the limit defined in your Insurance Schedule.

**Section 6.** Provides cover in respect of Accidental Dental injury up to the limit defined in your Insurance Schedule.

**Section 7.** Provides a benefit in respect of Hospitalisation up to the limit defined in your Insurance Schedule.

**Section 8.** Provides reimbursement of unused Golf Club subscription up to the limit defined in your Insurance Schedule.

**Section 9.** Provides indemnity for Club House Expenses in the event of a Hole in One whilst playing a club competition up to the limit defined in your Insurance Schedule.

## UNUSUAL EXCLUSIONS OR LIMITATIONS

- a) Cover applies only whilst playing Golf or participating in a Golf Event including travelling to and from any such Golf venue.
- b) Cover shall apply as defined under Territorial Limits in your Insurance Schedule, but only in respect of claims brought against you in the United Kingdom.
- c) Cover is only available to individuals who are non-professional Golfers and resident in the United Kingdom.
- d) Reduced benefits apply for persons aged under 18 and over 80 under Section 5.
- e) Section 1 shall not cover bodily injury to your employees or members of your family.
- f) The Sum Insured in respect of Sections 1 and 2 shall be inclusive of defence costs.
- g) Section 3 shall not cover losses from your place of work, education or residence or in a parked vehicle at these places.
- h) Section 3 shall not cover theft from vehicles unless the vehicle has been fully secured, the equipment is in a locked boot or covered luggage area and such theft is consequent upon forcible and violent entry.
- i) Sections 3, 6, 7 and 8 may be subject to an excess. Please refer to your Insurance Schedule for details of the excess that applies to your Insurance.
- j) Any circumstances that may give rise to a claim under Sections 1 and 2 must be reported immediately.
- k) Any loss from malicious damage &/or theft, must be reported to the Police within 24 hours of discovery and a crime reference number obtained.
- l) A 'Hole in One' achievement must be notified to us within 48 hours of the time of achievement.

## PERIOD OF INSURANCE

The period of insurance as stated in your Insurance Schedule.

## YOUR RIGHT TO CANCEL

This is an insurance facility provided by Golf Care. As such there is no option to cancel the Insurance should you decide that you do not require the cover, unless you notify Golf Care in writing within 14 days of the inception date of this Insurance. After this period there is no facility to cancel the Insurance should you decide that you do not require cover.

## MAKING A CLAIM

Should you wish to make a claim under this insurance please contact: Golf Insurance Claims Department, Woodgate & Clark Loss Adjusters, The Red House, King Street, West Malling, Kent ME19 6QT. Telephone (local rate): 0844 875 1562, Fax: 0844 875 1563 or Email: [golfclaims@woodgate-clark.co.uk](mailto:golfclaims@woodgate-clark.co.uk)

## OUR COMPLAINTS PROCEDURE

If you have a complaint, please address it to: Customer Service Department, Golf Care, PO Box 218, Cheadle SK8 4ZS, telephone +44 (0)800 158 5515 or email: [admin@golfcare.co.uk](mailto:admin@golfcare.co.uk).

If your dissatisfaction concerns a claim please also refer it to us at Golf Care. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you may refer the matter to Policyholders and Market Assistance at Lloyd's, One Lime Street, London EC3M 7HA, telephone +44 (0)20 7327 5693 or email [complaints@lloyds.com](mailto:complaints@lloyds.com).

It may be that you have access to the Financial Ombudsman Service if you are still not satisfied with Lloyd's response to your complaint. For further information on your eligibility please visit:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

or contact us. All referrals to the Financial Ombudsman must take place within 6 months of the date of your last correspondence with Golf Care in relation to the complaint.

To refer a complaint to the Financial Ombudsman Service then either call +44 (0)845 080 1800 or visit [www.financial-ombudsman.org.uk/consumer/complaints.htm](http://www.financial-ombudsman.org.uk/consumer/complaints.htm) to download a complaints form.

## YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## COMPENSATION

The Financial Services Compensation Scheme (FSCS) provides compensation in case any FSA authorised company goes out of business or into liquidation and are unable to meet any valid claim under their policies. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. For compulsory classes of insurance, 100% of the claim will be met without any upper limit.

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

## STATEMENT OF DEMANDS AND NEEDS

This policy provides Golf Insurance and is suitable to meet the needs of those persons requiring insurance for:

- Personal Liability
- Third Party Property Damage
- Golf Equipment
- Equipment Hire
- Personal Accident
- Dental Treatment
- Hospitalisation
- Loss of Club Subscription
- 'Hole In One'

as detailed in this booklet and Insurance Schedule.

Golf Care is a Golf Insurance, usually renewable on an annual basis. JRW Group Services Ltd is Authorised and Regulated by the Financial Services Authority.



# GOLF CARE INSURANCE

Underwritten on behalf of Certain Underwriters at Lloyd's ('The Underwriters'). By JRW Group Services Ltd, Tatton House, Old Hall Road, Gatley, Cheadle, SK8 4BE. This document is not a Certificate of Insurance and should not be considered to be as such.

It contains details of the cover conditions and exclusions relating to your individual Insurance and is issued in conjunction with confirmation of your Golf Care Insurance. Golf Care hold the Master Insurance document to which this Insurance relates.

However, the basis on which all claims will be settled shall be as detailed in the Master Insurance, a copy of which shall be made available upon written request to Golf Care, PO Box 218, Cheadle SK8 4ZS.

In consideration of the payment of the required premium, Underwriters (hereinafter referred to as "us", "we" or "our") hereby agree to pay to or indemnify you, the Insured or your personal representative in accordance with the terms and conditions set out below.

JRW Group Services Ltd is authorised and regulated by the Financial Services Authority in respect of insurance mediation activities.

**We must draw your attention to a number of important features of this Insurance:**

## IMPORTANT FEATURES:

**Insurance Booklet:** You should read this document carefully in conjunction with the Insurance Schedule. It gives details of what is and is not covered by the Master Insurance and the Conditions and Exclusions of the cover.

**Conditions, Exclusions and Warranties:** Conditions and exclusions will apply to individual sections of the Insurance while general exclusions, conditions and warranties will apply to the whole Insurance.

**Date Change Exclusion:** Changes in dates and particularly the change of the century, could see widespread failure of computer and other systems containing computer chips, which depend on date-related information in order to work properly. Other than Section 1, anything directly or indirectly caused by failure of any computer hardware software or other electrical equipment to recognise or process any date as the true calendar date is excluded.

**Limits:** All sections have limits on the amount we will pay under that section. Some sections also include inner limits for example for one item.

**Excesses:** Claims under certain sections will be subject to an excess. Where there is an excess, you will be responsible for paying the first part of a claim.

**Reasonable Care:** You are required to take all

reasonable care to protect yourself and your property and to act as though you are not insured.

**Complaints:** This insurance includes a complaints procedure which tells you what steps you can take if you wish to make a complaint.

**'Cooling Off' Period:** This Insurance Booklet contains a 'cooling off' period, which allows you to return it if you have justifiable reason to be dissatisfied with the cover provided.

**Residence:** includes any outbuildings such as garages, shed's and other storage areas.

**United Kingdom:** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

This Insurance is governed by the law of England and Wales, unless you and we have agreed otherwise. If you would like more information, you should ask the person providing the insurance, particularly if you feel the insurance may not meet your needs.

**PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY. If the insurance does not meet your requirements please return it.**

Please note that this Insurance is only available to individuals who are non-professional Golfers and resident in the United Kingdom.

## PERIOD OF INSURANCE

Insurance is effective for the period defined in your Insurance Schedule.

## OPERATIVE TIME

Insurance cover granted hereunder shall apply to you for the purpose of playing Golf or attending a Golfing Event and shall only apply from the time you leave your normal or temporary residence or normal or temporary place of work or education whichever the later, whilst travelling to, during or from a Golfing Event, until returning to your normal or temporary residence or normal or temporary place of work or education after the Golfing Event, whichever the earlier; a Golfing Event is defined as whilst playing or practicing Golf at a recognised Golfing venue or attending a Golfing activity as a spectator or guest.

Cover under Section 3 is extended at any time in respect of Golf Equipment stored in a securely locked locker at a recognised Golfing venue subject to the locker showing evidence of forced entry.

Additionally, where the Territorial Limits defined in your Insurance Schedule is Europe or Worldwide, the Operative Time for cover under Sections 3 & 4 only is deemed to be from the time you leave your normal or temporary residence or normal or temporary place of work or education whichever the later, whilst travelling to your overseas destination and accommodation, until returning to your

normal or temporary residence or normal or temporary place of work or education.

## TERRITORIAL LIMITS

Cover shall only apply within the Territorial Limits as defined in your Insurance Schedule, HOWEVER we draw your attention to Condition and Exclusion (a) (x) in Section 1 - Personal Liability.

# SECTION 1 PERSONAL LIABILITY

We will indemnify you up to the limit stated in the Insurance Schedule (which is inclusive of all costs and expenses) against legal liability for:

- (a) Bodily injury to any third parties other than your employees or members of your family;
- (b) Damage to property belonging to others, but not any property that is owned by or in the custody or control of you or your family; arising from an accident occurring during the Operative Time.

## CONDITIONS AND EXCLUSIONS

### – SECTION 1

- (a) We shall not be liable for claims arising directly or indirectly from:
  - (i) Employers liability, or contractual liability or liability to a member of your immediate family (spouse, children, parents, siblings and their families);
  - (ii) any animals that belong to you or are in your care, custody or control;
  - (iii) any wilful, malicious or unlawful act;
  - (iv) the ownership or use of Land;
  - (v) pursuit of trade, business or profession;
  - (vi) ownership, possession or use of vehicles, aircraft or watercraft, other than motorised golf buggies;
  - (vii) the influence of intoxicating liquor, or the use of firearms;
  - (viii) legal costs resulting from any criminal proceedings;
  - (ix) directly or indirectly relating to Asbestos.
  - (x) any claims brought against you in any country or jurisdiction outside of the United Kingdom.
  - (xi) legal liability directly or indirectly arising from Road Traffic Acts.
- (b) In the event of a claim under this Section, you shall immediately send us any notification, writ, summons or legal process and provide us with all the necessary information and assistance to enable us to negotiate the claim or to institute proceedings.

You shall not negotiate, pay, settle, admit or repudiate any claim without our written consent.

- (c) We shall not be liable for damage, illness or disease directly or indirectly arising out of communicable disease.
- (d) The Sum Insured stated in the Insurance Schedule shall be inclusive of all costs relating to the defence of any claim.

You must notify us immediately of all circumstances that may give rise to a claim under this section and continue to advise us of the situation until the claim has been resolved.

# SECTION 2 THIRD PARTY PROPERTY DAMAGE

We will provide cover up to the limit stated in the Insurance Schedule for any loss or damage to the property of others that you may accidentally cause whilst attending a Golfing Event within the territorial limits.

## CONDITIONS AND EXCLUSIONS

### – SECTION 2

This cover shall not apply where legal liability arises from any agreement to maintain in force insurance in respect of damage to such premises other than as covered hereunder; Provided in respect of such damage:

- (a) You shall substantiate that the damage occurred;
- (b) The Claim shall be presented in the first instance to the Third Party's own insurers with a request that payment shall be made under any other Insurance which may be in operation. If no such Insurance shall be in force or if such request be refused, you must obtain written confirmation of such from the Third Party and submit it with full information to us;
- (c) There is satisfactory evidence of the damage being your responsibility and that settlement shall be considered without legal liability or negligence being proven;
- (d) Any claim which falls outside of these conditions or which shall or shall be likely to exceed the limit stated in the Insurance Schedule shall without prejudice to any settlement under this section, nor your liability to any Third Party, be considered under Section 1 of this Insurance where proof of your negligence shall be required to be demonstrated by the Third Party claimant;
- (e) The Damage was not caused by or resulting from any cause listed under Conditions and Exclusions (a) of Section 1.

You must notify us immediately of all circumstances that may give rise to a claim under this section and continue to advise us of the situation until the claim has been resolved.

## SECTION 3

### GOLF EQUIPMENT

We agree to pay to you, to the extent and in the manner provided in this section the cost of repairing or replacing any Golf Equipment as defined below up to the limit stated in the Schedule, owned by you (not hired, loaned or entrusted to you), that sustains direct physical loss of or damage by a cause not excluded hereby, occurring during the Operative Time.

If you purchase a comparable replacement for the lost or damaged article, supplied from a supplier approved by us, we will pay the replacement cost providing the lost article was not more than 3 years old at the date of the loss & provided it was purchased new at the time. If the article was more than 3 years old or was not purchased new at the time, then we may deal with the claim on an indemnity value basis or cost of repair whichever the lesser.

If the article is proven to be beyond economical repair, a claim will be dealt with as if the article had been lost.

#### Definitions:

Golf Equipment means Golf Clubs, Balls, Bags, Trolleys, Clothing and Accessories (excluding Buggies) specifically designed and purchased for playing Golf.

Golf Equipment extends to include Baggage, Personal Possessions and Trophies up to the limit defined in your Insurance Schedule.

Indemnity Value means the value of the article immediately prior to the loss or damage

Personal Possessions means clothing, baggage, and articles of personal use, but not including money, credit, debit or store cards which are normally carried away from the home.

Property means Golf Equipment defined above.

Playing Golf is defined as being physically engaged in a continuous round of Golf or practice session at a recognised Golfing venue.

#### Single Article Limits:

Single article limits are determined by the level of Insurance cover you have chosen which is detailed in your Insurance Schedule.

The following single article limits apply in respect of Golf Equipment.

1, 2 or 3 month(s):	£150
Bronze:	£200
Silver:	£200
Gold:	£250
Platinum:	£500

## CONDITIONS AND EXCLUSIONS

### – SECTION 3

**(a)** You must observe ordinary and proper care in the supervision of the Golf Equipment and in all cases of loss, theft or damage act as if you are uninsured.

**(b)** We shall not be liable for:

- (i) any loss from malicious damage &/or theft, not reported to the Police within 24 hours of discovery and a crime reference number obtained;
- (ii) any damage or loss or theft of property in transit which has not been reported to the Carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required;
- (iii) loss or theft of any property left unattended unless the loss or theft shows evidence of forced entry/exit to or from any premises, security controlled club house, changing room or any securely locked locker or other similar place of storage;
- (iv) loss or theft of any property left unattended in the open other than in the course of playing Golf;
- (v) any theft from an unattended motor vehicle which is parked outside or in close proximity to your normal or temporary place of residence or normal or temporary place of work;
- (vi) any theft from an unattended motor vehicle unless the property is placed in a locked boot or a covered luggage area, all the vehicle's security devices are fully armed and there is evidence of forced entry verified by a Police Report;
- (vii) any theft from motor vehicles left unattended at any time between the hours of 10 pm and 8 am and not otherwise excluded by (b) (vi).

**(c)** Property not covered by this insurance:

- (i) Business samples, goods, tools of trade;
- (ii) Property more specifically insured elsewhere.

**(d)** We shall not be liable for:

- (i) loss or damage caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, deterioration or mechanical derangement of any kind;
- (ii) loss due to confiscation, detention by Customs or other Authority;
- (iii) breakage or damage to fragile articles and any consequence thereof;
- (iv) Loss or Damage to the Golf Equipment while it is within your permanent place of residence or permanent place of work.

**(e)** In the event of a claim in respect of a pair or set of articles we shall only be liable in respect of the value of that part of the pair or set which is lost, stolen or damaged.

**(f)** Claims will be considered on an indemnity value basis unless substantiated by one or more of the following:

- (i) an original sales purchase or till receipt;
- (ii) an original valuation undertaken prior to any loss or damage from the place of purchase or origin.
- (iii) a Bank or Credit card Statement showing evidence of purchase.

- (g)** Excess: The amount as defined in your Insurance Schedule applying to each and every claim is excluded.

## SECTION 4 EQUIPMENT HIRE

In the event of loss of or damage to the Golf Equipment Insured under Section 3 we will pay to you the cost of temporary hire of equipment up to the limit stated in the Insurance Schedule provided always that such equipment hired shall be of a comparable kind to and not substantially better than that lost or damaged.

### CONDITIONS AND EXCLUSIONS – SECTION 4

- (a)** Any claim under this Section shall be subject to there being a valid and collectable claim under Section 3 for Loss or Damage to Golf Equipment
- (b)** If the total amount of the claim for loss or damage to the Golf Equipment and Equipment Hire is less than the amount of the Excess under Section 3 as defined in the Insurance Schedule, then no claim shall be payable. Nevertheless if the total amount of the claim for Loss or Damage to the Golf Equipment and Equipment Hire exceeds the amount of the Excess under Section 3 as defined in the Insurance Schedule, then we will pay to you the amount by which the total amount so claimed exceeds the Excess.
- (c)** Claims will not be considered under this Section unless substantiated by one or more of the following:
- (i) an original sales purchase or till receipt;
  - (ii) a Bank or Credit Card Statement; showing evidence of Hire.
- (d)** You will do all things reasonable to minimise the amount of Hire charges incurred as a result of the loss of or damage to your Golf Equipment.

## SECTION 5 PERSONAL ACCIDENT

Subject to the Conditions and Exclusions of this section and the General Conditions and Exclusions set out overleaf, if during the Operative Time you sustain injury caused by accidental external and violent and visible means which shall solely and independently of any other cause within 180 days from the date of the accident results in:

- (a)** Your Death
- (b)** Loss of one or more of your limbs by physical separation at or above the wrist or ankle.
- (c)** the total irrecoverable loss of sight of one or both eyes as measured by the Snellen scale.

- (d)** the partial irrecoverable loss of sight of one or both eyes as measured by the Snellen scale. Partial irrecoverable loss of sight shall be deemed to be the loss of 50% or more of vision of one eye for which no more than the limit defined in your Insurance Schedule will be payable.
- (e)** Permanent Total Disablement that prevents you from engaging in any occupation.

Then we shall pay to you or your heirs and executors the amount stated in the Insurance Schedule.

Note: For children under 18 years of age the death benefit is limited to £1,000.

For persons aged 80 and over benefits (a), (b), (c) and (d) are limited to £5,000 and there is no cover under (e).

### CONDITIONS AND EXCLUSIONS – SECTION 5

- (a)** We shall not pay any claims where at the time of taking out this insurance you were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim.
- (b)** We shall not be liable for claims directly or indirectly arising from:
- (i) any activities other than recreational Golfing activities, wilful exposure to risk (other than in an attempt to save human life), manual work in connection with a profession, business or trade, or flying (except whilst travelling as a passenger in a fully licensed multi-engined passenger carrying aircraft);
  - (ii) suicide or attempted suicide, intentional self injury;
  - (iii) the effects of intoxicating liquors or drugs;
  - (iv) motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle;
  - (v) any circumstance manifesting itself prior to the date of issue of your Insurance;
- (c)** In the event of a claim a medical adviser or advisers appointed by us shall be allowed to examine you as often as we deem it necessary.
- (d)** We shall not be liable for any claim arising from medical or surgical treatment (unless rendered necessary by accidental bodily injury which is covered by this insurance).
- (e)** Payment of permanent disability benefit shall be made on certification by a medical referee that you are totally disabled from engaging in any gainful occupation for 12 months and at the end of that time you are beyond hope of improvement.
- (f)** We shall not pay for more than one lump sum benefit under this Section.

## **SECTION 6**

### **DENTAL TREATMENT**

We will pay you the amount of Dental, Surgical, and Specialist's Fees, Hospital, Surgical and Medical Requisites, up to but not exceeding in all the Sum Insured shown in the Insurance Schedule in respect of any Dental Injury sustained by you whilst you are physically engaged in a round of Golf or practice session, and caused solely by direct external accidental injury and independent of any other cause by your participation in the said round or practice session (hereinafter referred to as Dental Injury). Expenses shall only be those necessarily and reasonably incurred within 12 months of the date of Dental Injury.

### **CONDITIONS AND EXCLUSIONS**

#### **– SECTION 6**

We shall not be liable for any treatment as a result of:

- (a)** Self inflicted injury.
- (b)** Cosmetic or plastic surgery unless necessitated by a Dental Injury occurring whilst Insured.
- (c)** Examinations, X-rays, extractions, fillings and general dental care except as a result of Dental Injury.
- (d)** Examination for check-up purposes not incidental to the Dental Injury.
- (e)** Any condition which originated prior to you becoming insured by this Insurance.
- (f)** Damage to dentures, bridges or other forms of dental prosthetics unless caused by a Dental Injury.
- (g)** Normal wear and tear.
- (h)** Dental Injury caused by foodstuffs including foreign bodies therein.
- (i)** Dental Injury which is not apparent within 7 days of the date of Dental Injury.
- (j)** The amount stated in the Insurance Schedule as the Excess.

## **SECTION 7**

### **HOSPITALISATION**

We will pay the amount shown in the Insurance Schedule if as a result of having sustained Bodily Injury whilst playing Golf or attending a Golfing event, you as the Insured Person are admitted to hospital as an in-patient for a period of not less than 24 hours on the recommendation of a Medical Practitioner or an appropriate doctor attached to the Hospital. The benefit will cease either at the expiry of 25 days or when the insured person is discharged from Hospital, whichever shall occur first.

The Maximum amount payable per day is as defined in your Insurance Schedule.

## **CONDITIONS AND EXCLUSIONS**

### **– SECTION 7**

The period stated in the Insurance Schedule which shall apply as the Excess in the event of a claim under this section.

In the event of a claim a medical adviser or advisers appointed by us shall be allowed to examine you as often as we deem it necessary.

This Insurance shall not apply to Hospitalisation caused by or resulting from the following:

- (a)** Any self inflicted injury.
- (b)** Any examination for check-up purposes.
- (c)** Any condition which originated prior to you becoming insured by this Insurance.
- (d)** If the Insured Person is confined to a bed in any institution used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

## **SECTION 8**

### **LOSS OF CLUB SUBSCRIPTION**

Where you have paid an annual amount for your Golf club membership subscription and you have become disabled from playing Golf during the Operative Time, we will pay to your Golf Club the monetary value of the unused and irrecoverable portion of your subscription for the remaining period to the end of the current membership year, up to the sum insured stated in the Insurance Schedule.

## **CONDITIONS AND EXCLUSIONS**

### **– SECTION 8**

- (a)** We shall not pay any claims if prior to the period of Insurance defined in your Insurance Schedule you were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim.
- (b)** We shall not be liable for claims directly or indirectly arising from:
  - (i) any activities other than recreational Golfing activities, wilful exposure to risk (other than in an attempt to save human life), manual work in connection with a profession, business or trade, or flying (except whilst travelling as a passenger in a fully licensed multi-engined passenger carrying aircraft);
  - (ii) suicide or attempted suicide, intentional self injury;
  - (iii) the effect of intoxicating liquors or drugs;
  - (iv) motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle;

- (v) any pre-existing defect, infirmity, sickness or disease at the time of an accident
- (c)** In the event of a claim a medical adviser or advisers appointed by us shall be allowed to examine you as often as we deem it necessary.
- (d)** We shall not be liable for any claim arising from medical or surgical treatment (unless rendered necessary by accidental bodily injury covered hereunder) occurring during the Operative Time.
- (e)** We shall not pay for more than one amount of benefit under this Section during the Period of Insurance as defined in the Insurance Schedule.
- (f)** The period stated in the Insurance Schedule as the excess.

## SECTION 9 HOLE IN ONE

We agree to pay any amount up to the limit stated in the Insurance Schedule to cover Club House expenses in the event you shall achieve a 'hole in one' during the course of playing a round of Golf.

### CONDITIONS AND EXCLUSIONS – SECTION 9

- (a)** This Section will only apply during 18 hole medal or club competitions where the scorecard is processed by the club secretary for the purpose of handicap assessment and which conforms with the rules and regulations laid down by the International Amateur Golfers Association.
- (b)** Score Cards must be fully completed, signed and countersigned by the Club Secretary.
- (c)** No practice shots are allowed and holes shall not be shorter than the Club specification.
- (d)** Claims must be submitted in writing, together with the original itemised cash register receipts to us as soon as possible. Receipts must be those incurred on the day of achievement and only from the club premises.
- (e)** If you make a claim knowing it to be fraudulent, all coverage hereunder shall be void, all claims hereunder shall be forfeited and the tournament Club Secretary advised.

## GENERAL CONDITIONS AND EXCLUSIONS

(APPLICABLE TO ALL SECTIONS)

Claims Notification – If an event giving rise to a claim under this Insurance occurs you shall:

- 1)** notify us as stated in 'How to make a claim' as soon as

possible (within 48 hours of the time of achievement for any claim in respect of 'Hole in one' and no later than 7 days after the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers) and submit full written details;

- 2)** ensure the Police are notified as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained;
- 3)** within 30 days of the incident occurring (or such further time as we may allow in writing) provide us with written details;
- 4)** provide us with all proofs and information in relation to a claim that we may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters;
- 5)** take immediate action to minimise the loss, destruction, damage, injury, illness or disease;
- 6)** pass every letter claim writ summons and process to us immediately upon receipt;

## SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## HOW TO MAKE A CLAIM

Please read the Claims Notification under the General Conditions and Exclusions section of this booklet. Next, provide details of your claim by either Telephone (local rate): 0844 875 1562, Fax: 0844 875 1563 or Email: [golfclaims@woodgate-clark.co.uk](mailto:golfclaims@woodgate-clark.co.uk). Please note that completion of a claims form and/or additional information is likely to be required.

No claim shall be payable unless the terms of this condition have been complied with.

### CLAIMS CONTROL

- 1)** We shall have sole control of all claims procedures and settlements.
- 2)** No admission, offer, promise, payment, or indemnity shall be made or given by you or on your behalf without our written consent.
- 3)** On the happening of an event which gives rise to a

claim we or any person authorised by us may without thereby incurring any liability or diminishing any of our rights under this insurance enter, take or keep possession of the Premises where the event occurred and may take possession of or require to be delivered to them any property insured and deal with such property for all reasonable purpose and in any manner.

- 4) If you or anyone acting on your behalf does not comply with our requirements or hinders or obstructs us in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.
- 5) No property may be abandoned to the Underwriters whether taken possession by them or not.
- 6) We may at any time at our sole discretion pay to you the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. We shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment provided that in the event of a claim or series of claims resulting in your liability to pay a sum in excess of the Sum Insured or Limit of Indemnity our liability for such costs and expenses shall not exceed an amount being in the same proportion as our payment to you bears to the total payment made by you or on your behalf in settlement of the claim or claims.

## CLAIMS CONDITIONS

- 1) If at the time of any loss, damage or liability arising hereunder there is any other insurance covering the same loss, damage or liability we will pay only our rateable proportion.
- 2) We shall not be liable for:
  - (a) illness, accident, loss, damage, liability or any expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to by or arising from:
    - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
    - (ii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, civil commotion, rebellion, revolution, insurrection or military or usurped power, or confiscation or detention or nationalisation or requisition or destruction of or damage to property by or under the order of any government or other authority;
    - (iii) terrorism (including, without limitation, contemporaneous or ensuing loss, damage, legal liability or bodily injury caused by fire and / or looting and / or theft.). Terrorism means any act or acts of force and / or violence which

is either for political, religious or other ends; and / or directed towards the over-throwing or influencing of the Government de jure or de facto; and / or for the purpose of putting the public or any part of the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation. IN ANY CLAIM and in any action, suit or other proceedings to enforce a claim hereunder the BURDEN OF PROVING that such claims do not fall within the Terrorism Exclusion set out above shall be upon you;

(iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

(b) Any consequential loss whatsoever.

- 3) You must exercise reasonable care to prevent accident, injury, loss or damage and at all times act as if uninsured.
- 4) The due observance and fulfilment of all terms and conditions of this Insurance and of the Master Insurance by you, or anyone acting on your behalf insofar as they relate to anything to be done or complied with by you or anyone acting on your behalf shall be a condition precedent to our liability to make any payment under this Insurance.
- 5) You shall reimburse to us within 30 days of the expiry of the Period of Insurance any expenses not covered by this insurance, which are incurred by us on your behalf.
- 6) If you or any person acting on your behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this Insurance shall become void and all claims hereunder shall be forfeited.
- 7) All claims arising under this Insurance shall be governed by the law of England and Wales whose Courts alone shall have jurisdiction in any dispute arising hereunder.
- 8) No refund of premium is allowed following the date of issue of this Insurance, unless your Golf Care Insurance is cancelled within 14 days of purchase in accordance with The Golf Care's 14 day money back provision and no claims have occurred.
- 9) We shall not be liable for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of the failure or fear of failure or inability of any equipment or any computer program, whether or not you own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.

Signed for and on behalf of the Underwriters:



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# COMPLAINTS PROCEDURE

If you have a complaint, please address it to: Customer Service Department, Golf Care, PO Box 218, Cheadle SK8 4ZS, telephone +44 (0)800 158 5515 or email [admin@golfcare.co.uk](mailto:admin@golfcare.co.uk).

If your dissatisfaction concerns a claim please also refer it to us at Golf Care. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you may refer the matter to Policyholders and Market Assistance at Lloyd's, One Lime Street, London EC3M 7HA, telephone +44 (0)20 7327 5693 or email [complaints@lloyds.com](mailto:complaints@lloyds.com).

It may be that you have access to the Financial Ombudsman Service if you are still not satisfied with Lloyd's response to your complaint. For further information on your eligibility please visit: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or contact us. All referrals to the Financial Ombudsman must take place within 6 months of the date of your last correspondence with Golf Care in relation to the complaint.

To refer a complaint to the Financial Ombudsman Service then either call +44 (0)845 080 1800 or visit [www.financial-ombudsman.org.uk/consumer/complaints.htm](http://www.financial-ombudsman.org.uk/consumer/complaints.htm) to download a complaints form.

## TERMS OF BUSINESS

### STATUS

JRW Group Services Ltd trading as Golf Care Insurance is underwritten on behalf of Certain Underwriters at Lloyd's ('The Underwriters'). JRW Group Services Ltd is Authorised and Regulated by the Financial Services Authority for Insurance Mediation Only. The JRW Group Services FSA Register number is 313411. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on +44 (0)845 080 1800.

You will not receive advice or a recommendation from us as part of our service. You will need to make your own choice about how to proceed.

### WHAT TO DO IF YOU NEED TO COMPLAIN

Please phone our Customer Service Manager +44 (0)800 158 5515 or write to the: Customer Service Manager, JRW Group Services Ltd, Tatton House, 11 Old Hall Road, Gatley, Cheadle, Cheshire SK8 4BE.

Should you remain dissatisfied with our response, you may approach the Financial Ombudsman Service. Full details of our complaint procedure are available upon request.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

The compensation limit for insurance mediation where the intermediary fails is 100% of the first £2000 and 90% of the remainder.

### YOUR DUTY TO DISCLOSE

It is important that all information you give us verbally or in writing in proposing for, renewing or making changes to your insurance claim is full and correct: and that you tell us about changes such as address. Failure to do so could later invalidate your Insurance or claims under it.

Under the conditions of your Insurance you must tell us about any insurance related incidents (such as illness) whether or not they give rise to a claim.

When you tell us about an incident we will pass the information to a database.

### FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud we may at any time: Share information about you with other organisations and public bodies including the Police; check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to: help make decisions about the provision and administration of insurance, credit and related services for you and members of your household; trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies: check your identity to prevent money laundering, unless you furnish us with satisfactory proof of identity; undertake credit searches and additional fraud searches.

### DATA PROTECTION

For Data Protection Act purposes Golf Care is the data controller. We will hold and process your personal data for insurance administration and marketing. For this purpose, the information may also be passed to selected third parties, Underwriters, insurers and reinsurers, and may also be processed outside the European Economic Area (EEA).

You understand that all personal data you supply must be accurate. And you have the specific consent of those other person's insured to disclose their personal data. You can ask us for more information about this.

Golf Care likes to keep you up to date about its own products and services and those of other companies, which might be of interest to you. However, if you prefer not to be kept informed please notify us in writing by sending your letter to: Golf Care, PO Box 218, Cheadle SK8 4ZS.

### LAW APPLICABLE TO THIS INSURANCE

You and we are free to choose the law applicable to this Insurance. You will be governed by the law of England and Wales unless you and the Underwriters have agreed otherwise.



**SPECIALIST GOLF INSURANCE**

Golf Care · PO Box 218  
Cheadle SK8 4ZS  
Tel: 0800 158 5515 · Fax: 0161 428 6413  
email: [admin@golfcare.co.uk](mailto:admin@golfcare.co.uk)  
[www.golfcare.co.uk](http://www.golfcare.co.uk)