

GOLFGUARD GOLF INSURANCE
SILVER COVER FOR MEMBERS OF THE ELITE GOLF
FULL TERMS OF POLICY NUMBER: B1164AIXAG35472

Thank you for choosing Novae Syndicates Limited for your Golf Insurance.

This document sets out what is and what is not covered, together with the sum insured and any special terms that may apply.

Please check that it meets your needs and that you understand it. If you have any questions about this document, please contact Golfguard Ltd who will be pleased to help you.

Our promise to you

If you have any questions or concerns about the handling of a claim you should, in the first instance, contact: Golfguard Limited. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to The Compliance Department, Novae Syndicates Ltd., 71 Fenchurch Street, London, EC3M 4HH or to the Policyholder and Market Assistance team at Lloyd's.

Their address is: Policyholder & Market Assistance, Market Services, Lloyd's, One Lime Street, London EC3M 7HA
Tel No: 020 7327 5693 Fax No: 020 7327 5225 E-mail: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service."
Please quote Agreement Number B1164AIXAG35472

The Financial Ombudsman Service,
South Quay Plaza, 183 Marsh Wall, LONDON, E14 9SR
Telephone: 0800 023 4567 from a land line or 0300 123 9 123 from a mobile phone or e-mail complaint.info@financial-ombudsman.org.uk

The FOS will only consider your complaint if you are a private individual or a "micro enterprise". A "micro-enterprise" is defined as a business with an annual turnover not exceeding €2million and fewer than ten staff.
(These procedures do not affect your rights to take legal action if necessary).

Financial Services Compensation Scheme (FSCS)

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

Definitions

Us, We, Our – Novae Syndicates Limited

Syndicate 2007 at Lloyd's managed by Novae Syndicates Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our registration number is 204888.

You – the person named as 'the insured' in the schedule, or as 'the policyholder' in any certificate of insurance or renewal notice applying to this insurance.

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

Certificate of insurance – a document which is legal evidence of your insurance and which forms part of this document, and which must be read along with this document.

Territorial limits – the United Kingdom. This insurance also includes cover anywhere in the world for a maximum period in the aggregate of 120 days in any one 12 month period of insurance.

Period of insurance – the period of time covered by this insurance (as shown in the schedule) and any further period we accept your premium for.

Accident – a sudden, unexpected, specific event which happens during the period of insurance.

Bodily injury – physical injury resulting solely and directly from an accident during the period of insurance caused by violent and external means whilst the insured person is playing golf on a recognised golf course within the territorial limits of the policy.

Junior – a person aged 17 or under.

Road – a highway and any other road to which the public has access, including bridges over which a road passes.

SECTION 1 - PERSONAL LIABILITY

We will insure **you** for all the amounts which **you** become legally liable to pay up to a maximum limit of £5,000,000 in respect of;

(A) Death or injury to any person (including a hired caddy) while **you** are using golf equipment or a hired golf buggy while playing golf on a recognised golf course within the **territorial limits** of the policy during the **period of insurance**

(B) Any number of claims arising out of one cause for damage to property not belonging to **you** or in **your** custody or control, caused by **your** use of golf equipment, or a hired golf buggy for which you are legally liable, while playing golf on a recognised golf course within the **territorial limits** of the policy during the **period of insurance**.

This includes:

- (1) Costs and expenses incurred with **our** written consent.
- (2) Solicitor's fees for representation at any coroner's request, fatal inquiry or Court of Summary Jurisdiction.

In the event of **your** death, **we** will deal with any claim made against **your** estate, provided that the liability is covered by this insurance.

Irrespective of legal liability, **we** will pay up to £5,000 to make good accidental damage to third party property not belonging to **you** or in your custody or control, caused by **your** use of golf equipment while playing golf on a recognised golf course within the **territorial limits** of the policy during the **period of insurance**.

Exclusions to Section 1

Your insurance does not cover the following.

1. Any liability arising directly or indirectly due to the ownership or occupation of land or building by **you**, or any liability while **you** are engaged in any employment, business or profession.
2. Any liability in the USA & Canada for
 - (A) Personal or **bodily injury**, or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
 - (B) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
 - (c) Fines, penalties, punitive or exemplary damages.
3. Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.
4. **We** will not be liable for any claim unless any action for damages is brought against **you** in a Court of Law within the United Kingdom
5. **We** will not be liable for any indemnity given in respect of any judgement, award, or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part).
6. Any liability in respect of damage to, or theft of, a hired or borrowed buggy while in **your** custody or control.
7. Any liability for any hired golf buggy whilst on any public highway outside the golf course unless being used on a recognised road crossing between holes on a golf course.

SECTION 2 - PERSONAL ACCIDENT

If **you** suffer accidental **bodily injury**, as defined in items A to C below, resulting solely and directly from an accident during the **period of insurance** caused by violent and external means while **you** are playing golf on a recognised golf course within the **territorial limits** of the policy, **we** will pay **you** or **your** personal representatives up to the total amount stated against such item. No payment shall be made under more than one of items A, B or C in respect of injuries arising out of the same occurrence.

Bodily injury benefits

We will pay up to a maximum of £50,000 (£4,000 for a **junior**) in respect of;

- A) **Bodily injury** which is the sole cause of death within 12 months from the accident.
- B) **Bodily injury** which, within 12 months from the date of the accident, is the sole and direct cause of;
 - 1) Loss of one or more limbs by physical separation at or above the wrist or ankle.
 - 2) Permanent and total loss of use of one or both hands or legs.
 - 3) Total loss and irrecoverable loss of sight in one or both eyes
- C) **Bodily injury** (not giving rise to benefit under item B) which is the sole and direct cause of **your** being totally disabled and unable to engage in gainful business or occupation for a continuous period of two years, and which will in all probability, to **our** satisfaction, continue for the rest of **your** life.

SPECIAL EXCLUSION IN RESPECT OF SECTION 2

You are not covered for any loss or injury:

- A) Sustained while under the influence of intoxicants or drugs.
- B) Caused, contributed to or aggravated by any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery or any corrective treatment needed as a result of previous cosmetic surgery.
- C) Caused, contributed to or aggravated by any physical condition, defect, infirmity, disease or illness, whether diagnosed or not, existing prior to any accident to which this policy applies.
- D) Caused by an accident if not caused by violent and external means while **you** are playing golf.

HOLE IN ONE-

We will reimburse **you** in the event that **you** achieve a Hole in One in an official medal or stableford Golf Club competition in respect of the bar bill incurred on the day of the achievement in respect of the customary round of drinks up to £100. Verification by Club Secretary, bar bill and score card is required.

GENERAL CONDITIONS

- 1) **Observance of contract terms** - Our liability is conditional upon any person claiming indemnity observing the terms and conditions of this insurance.
- 2) **Duty of care** - You shall at all times agree to do all things necessary to avoid or diminish a loss under this insurance. Furthermore, this insurance excludes any loss to which you and/or any other insured person(s) have contributed to by the lack of due care, diligence, or behaviour the result of which would increase the risk and/or likelihood of a loss under this insurance.
- 3) **Claims procedure** - In order for consideration to be given to any claim, including reimbursement of your bar bill incurred on the day following a hole in one in an official club competition (Medal or Stableford), the matter must be reported to Golfguard Ltd **in writing** within 14 days of the incident occurring. Their address is Golfguard Ltd, PO Box 270, East Grinstead, West Sussex, RH19 3WP and telephone and fax number 01342 318 368.
- 4) **Insurers rights** - No admission, offer, promise, payment or indemnity shall be made by you, or given by anyone acting on your behalf, without our written consent. We will be entitled to conduct or settle any claim at our discretion and you shall give us any information and assistance that we require.
- 5) **Other insurances** – If the loss, damage or injury which is the subject of a claim under this policy is covered by any other insurance, including Golfguard Ltd Golf Insurance Cover, we will pay only our proportionate share of the claim.
- 6) **Special provisions** - In the event of bodily injury which is covered by this insurance you shall seek and act upon medical advice as soon as possible.
- 7) **Cancellation** –
 - a) We shall be entitled to cancel this insurance by sending seven days notice, by registered letter, to your last known address.
 - b) If this insurance does not meet your particular requirements you may cancel it by sending us written notice and returning your documents, including the certificate of insurance, within fourteen days of you receiving it or within fourteen days of inception, whichever is later. We will return any premium paid .
 - c) You can cancel this policy at any time by telling us in writing and returning your certificate of insurance. If a claim has not been made in the current **period of insurance** we will return any premium less a charge equal to the period of cover you have had. If a claim has been made we will not give you a refund.

GENERAL EXCLUSIONS

Your insurance does not cover the following;

- 1) **War and similar risks** - Any liability, loss or damage caused by, contributed to or arising from war, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power being seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any similar event.
- 2) **Pollution or contamination** - Any liability for death, injury, illness, loss of, or damage to property arising directly or indirectly from pollution or contamination, unless it is directly caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Our liability for compensation payable in respect of all pollution and contamination which is deemed to have occurred during the **period of insurance** shall not exceed the amount specified in the Schedule.

For the purpose of this exclusion, pollution or contamination means;

- A) All pollution or contamination of buildings or other structures, or of water, land or the atmosphere.
- B) All loss, damage or injury resulting directly or indirectly by pollution or contamination.

- 3) **Golf professionals** - Any liability, loss or damage arising out of or in connection with the pursuit of the sport of golf in a professional capacity unless specifically agreed by us in writing.
- 4) **UK residents – age limits** – This insurance is only available to UK residents who are aged between 7 and 89 years old (unless otherwise agreed in writing by Golfguard Ltd).
- 5) **Terrorism** - Any liability, loss or damage arising directly or indirectly from acts of terrorism (as defined in the UK Terrorism Act 2000) unless we need to provide the minimum insurance needed under the Road Traffic Act.
- 6) **Asbestos** - This Policy does not apply to or include legal liability for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. Subject otherwise to the Terms, Conditions and Exclusions of the Policy.

IMPORTANT NOTICE TO POLICYHOLDERS

The Contracts (Rights of Third Parties) Act 1999 introduces legislation concerning who does, and who does not, have rights under this contract of insurance. The endorsement shown below has been introduced to clarify your situation under the Act. It will be added to your policy from the renewal date. Where we have noted the interest of a building society, bank or other lending institution, this endorsement will not affect what we have already agreed.

DATA PROTECTION ACT 1998

We share data with approved organisations for underwriting and fraud prevention purposes. **Your** data may also be processed outside the European Economic Area. In all instances **we** take steps to ensure an adequate level of protection is given to **your** information. In order to assess the terms of an insurance contract or administer claims that arise, **we** may need to collect data that the Data Protection Act 1998 defines as sensitive (such as medical data or criminal convictions). In order to process **your** information for the purposes of providing insurance and claims handling, it may be necessary to pass **your** information to carefully selected third parties and other Group companies. By proceeding with this application you signify your consent to such information being processed this way.

CONTRACT RIGHTS

This is a legally binding contract of insurance between **you** and **us**. This contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of this contract without getting anyone else's permission.

WORLDWIDE COVER

This policy is extended to include cover anywhere in the world subject to the terms and conditions stated within this document for up to a total of 120 days in any one period of insurance.

We will not be liable for any claim unless any action for damages is brought against the insured in a Court of Law within the United Kingdom.

For further information of assistance kindly contact:

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

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