



# **Policy Wording**

**Golf Visitors & Members Insurance**

**Form CSL-Golf V&M 0223 - AGH**



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# 1 Introduction

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This **Certificate**, including this Introduction, General Definitions, Conditions, the **Schedule**, coverage Sections and any endorsements, are a single document and are to be read as one contract.

In deciding to accept this **Certificate** and in setting the terms and **Premium**, **We** have relied on the information which **You** and/or the **Club** have provided to **Us**.

This insurance is underwritten by AXA XL Insurance Company UK Limited and administered on their behalf by Angel Risk Management Limited.

Please read this document carefully and make sure that it meets **Your** needs. Contact your insurance intermediary if any corrections are necessary.

In this **Certificate**, certain words or phrases are specially defined or make reference to the **Schedule** or to clauses elsewhere in the **Certificate**.

Please keep this **Certificate** in a safe place as **You** may need to refer to it if **You** have to make a claim.

## 1.1 Certificate Administration

Angel Risk Management Limited

Office: Ground Floor, Marlborough House, Victoria Road South, Chelmsford, Essex CM1 1LN  
United Kingdom

email: [info@angelriskmanagement.com](mailto:info@angelriskmanagement.com)

## 1.2 Certificate Format

Upon request Angel Risk Management Limited can provide Braille, audio or large print versions of the **Certificate** and the associated documentation. If **You** require an alternative format **You** should contact **Your** broker through whom this **Certificate** was arranged.

## 1.3 Fair Processing Notice

This Privacy Notice describes how AXA XL Insurance Company UK Limited (together, “**We**” or “**Us**”) collect and use the personal information of insureds, claimants and other parties (“**You**”) when **We** are providing **Our** insurance and reinsurance services.

The information provided to **Us**, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this **Certificate**, will be used by **Us** for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **You**, or as a consequence of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by **Us** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the United Kingdom and/or the European Economic Area for these purposes.

**You** have certain rights regarding **Your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **Your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: [dataprivacy@axaxl.com](mailto:dataprivacy@axaxl.com)

**We** are committed to working with **You** to obtain a fair resolution of any complaint or concern about privacy. If, however, **You** believe that **We** have not been able to assist with **Your** complaint or concern, **You** have the right to make a complaint to the relevant Data Protection Authority.

For more information about how **We** process **Your** personal information, please see **Our** full privacy notice at: <https://axaxl.com/footer/privacy-and-cookies>.



## **Brokers, Intermediaries, Partners, Employers and Other Third Parties**

If **You** provide **Us** with information about someone else, **We** will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how **We** collect, use, share and secure personal information when **We** provide **Our** services as an insurance and reinsurance business.

### 1.4 **Regulatory Information**

#### **AXA XL Insurance Company UK Limited**

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

Registered Office 20 Gracechurch Street, London, EC3V 0BG United Kingdom.  
Registered in England Number 5328622.

#### **XL Catlin Services SE**

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

Registered office XL House, 8 St Stephen's Green, Dublin 2 Ireland.  
Registered in Ireland Number 659610

#### **Angel Risk Management Limited**

Angel Risk Management Limited, Ground Floor, Marlborough House, Victoria Road South, Chelmsford, Essex, CM1 1LN United Kingdom

Telephone: 01245 34 36 30      email: [info@angelriskmanagement.com](mailto:info@angelriskmanagement.com)

Registered in England and Wales. Registration Number 02942487.  
Registered Office: 20 Gracechurch Street, London EC3V 0BG United Kingdom.

Angel Risk Management Limited has been authorised by the Financial Conduct Authority to carry out regulated activities. Firm Reference Number 718451.

### 1.5 **Third Party Rights**

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

### 1.6 **Law and Jurisdiction**

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

### 1.7 **Cancellation and Cooling-Off Period**

(a) The **Club's** right to Cancel during the Cooling-Off Period

The **Club** is entitled to cancel this **Certificate** by **Notifying Us** in writing within fourteen (14) days of either:

- (i) the date the **Club** receive this **Certificate**; or
- (ii) the start of the **Period of Insurance**;

whichever is the later.

A full refund of any **Premium** paid will be made unless a claim has been made in which case the full annual **Premium** is due.



(b) The **Club's** right to Cancel after the Cooling-Off Period

The **Club** is entitled to cancel this **Certificate** after the cooling-off period by **Notifying Us** in writing. Any return of **Premium** due to the **Club** will depend on how long the **Certificate** has been in force unless a claim has been made under this **Certificate** in which case the full annual **Premium** is due.

(c) Our Right to Cancel

**We** are entitled to cancel this **Certificate**, if there is a valid reason to do so, including:

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

by giving the **Club** fourteen (14) days' notice in writing. Any return of **Premium** due to the **Club** will depend on how long the **Certificate** has been in force unless a claim has been made under the **Certificate** in which case the full annual **Premium** is due.

In the event of cancellation by the **Club** or **Us**, the **Club** will inform **You** of the date such cancellation comes into effect.

## 1.8 Interpretation

In this **Certificate**:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this **Certificate**;
- (b) if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings are for general reference only and shall not be considered when determining the meaning of this **Certificate**.

## 1.9 Information You Have Given Us

In deciding to accept this **Certificate** and in setting the terms including **Premium**, **We** have relied on the information which **You** and/or the **Club** have provided to **Us**. **You** and/or the **Club** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete. If **We** establish that **You** and/or the **Club** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

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

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

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

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

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

- (1) give the **Club** notice that **We** are terminating this **Certificate**; or



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

in accordance with the Cancellation and Cooling-Off Period Provisions.

#### 1.10 **Change in Circumstance**

**You** and/or the **Club** must tell **Us** as soon as practicably possible about any changes in the information **You** and/or the **Club** have provided to **Us** which happen before or during any **Period of Insurance**.

When **We** are **Notified** of a change **We** will tell and/or the **Club** if this affects this **Certificate**. For example **We** may cancel **Your Certificate** in accordance with the Cancellation and Cooling-Off provisions, amend the terms of **Your Certificate** or require the **Club** to pay more for **Your** insurance. If **You** and/or the **Club** do not inform **Us** about a change it may affect any claim **You** and/or the **Club** make or could result in the insurance being invalid.

#### 1.11 **Fraud**

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

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

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

- (i) **We** shall not be liable to **You** and/or the **Club** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Certificate** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **We** need not return any of the **Premium** paid.

#### 1.12 **Questions and Complaints Procedure**

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** and/or the **Club** have any questions or concerns about this **Certificate** or the handling of a claim, please contact the broker through whom this **Certificate** was arranged.

If **You** and/or the **Club** wish to make a complaint, **You** and/or the **Club** can do so at any time by referring the matter to:

Complaints Manager  
XL Catlin Services SE, UK Branch  
20 Gracechurch Street  
London  
EC3V 0BG

Telephone Number: +44 (0)20 7743 8487  
E-mail: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

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

If **You** and/or the **Club** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** and/or the **Club** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London



E14 9SR

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**From within the United Kingdom**

Telephone Number: 0800 0234 567 (free for people phoning from a “fixed line”, for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

**From outside the United Kingdom**

Telephone Number: +44 (0)20 7964 1000

Fax Number: +44 (0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/)

1.13

**Insurance Guarantee Scheme**

**We** are covered by the Financial Services Compensation Scheme. **You** and/or the **Club** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If **You** and/or the **Club** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).



## 2 Definitions

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All the individual **Certificate** Sections are subject to the following definitions except where stated below.

- 2.1 **Accident or Accidental** means a sudden, unexpected and specific event occurring at an identifiable time and place.
- 2.2 **Bodily Injury** means an injury to the body caused by **Accidental**, violent, visible and external means.
- 2.3 **Ceased to Trade** means in relation to **Self Employed**, their business ceasing to trade as a direct result of it being unable to pay its debts as and when they fall due and has been so declared to HM Revenue & Customs.
- 2.4 **Children / Child** means a person or persons who is aged sixteen (16) or under and in full time education.
- 2.5 **Club** means the club stated as the **Policyholder** in the **Schedule**.
- 2.6 **Communicable Disease** means any illness, sickness, disease, infection, condition, or disorder caused, in whole or in part, by any direct or indirect contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature regardless of the method of transmission, contact or exposure.
- 2.7 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Policyholder** or any other party.
- 2.8 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 2.9 **Cyber Incident** means:
- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 2.10 **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action **Damage** means accidental loss of or physical damage to tangible property. Tangible property does not include any software, data or other information in electronic form.
- Damage** does not include loss of use of **Property** in the absence of physical loss of or physical damage to that **Property**.
- 2.11 **Damage** means physical damage to **Property**.
- 2.12 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- 2.13 **Death** means death and shall include disappearance provided that the person concerned is not found within twelve (12) months of disappearing and all evidence shows that it is more likely than not that the **Insured Person** has died.
- 2.14 **Deferment Period** means the period of time stated in the **Schedule** which must elapse following an insured event before a claim is payable.
- 2.15 **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.



- 2.16 **Employed / Employment** means gainful Permanent Employment, Contract Employment or Self Employment within the **United Kingdom** for a minimum of twenty-five (25) hours per week and paying the appropriate National Insurance contributions.
- 2.17 **Endorsement** means a change or variation of the, terms, conditions and or exclusions of this **Policy** agreed by **Us**, as stated in the **Schedule**.
- 2.18 **Excess** means the amount stated in the **Schedule** which will be deducted from any claims settlement **We** make.
- 2.19 **Family** means **Your Spouse** and **Your Children**, or **Children** of those individuals.
- 2.20 **Golfing Event** means **Playing Golf** or practicing golf at a **Recognised Golfing Venue** or attending a recreational golfing activity as a spectator or a guest.
- 2.21 **Insured Person** means where stated as operative in the **Schedule**, any person who is recorded as a visitor and/or member of the **Policyholder** and, where applicable, the **Insured Person's** legal personal representatives. Cover for the **Insured Person** applies during the **Operative Time**.
- 2.22 **Maximum Limit** means the maximum amount **We** will pay in the event of a claim, as stated in the **Schedule**.
- 2.23 **Operative Time** means:
- (a) In respect of section 7: at any time during the **Period of Insurance**;
  - (b) In respect of sections 1-6 and 8: while **Playing Golf** or attending a **Golfing Event** within the **Territorial Limits**, including travel to and from such event and only from the time **You** leave **Your** residence, place of work, place of education or hotel or other accommodation, whichever is the last **You** leave from, until **Your** return.
- But always within the **Territorial Limits**.
- 2.24 **Period of Insurance** means the period stated in the **Schedule**.
- 2.25 **Play / Playing Golf** means being physically engaged in a continuous round of golf or practice session as a visitor and/or member at a **Recognised Golfing Venue**.
- 2.26 **Policy** means this document of insurance, the **Schedule** and any applicable **Endorsements**.
- 2.27 **Policyholder** means the **Club** who purchased this **Policy** and is named in the **Schedule** as the **Policyholder** and, where applicable, the **Policyholder's** legal personal representatives.
- 2.28 **Professional Golfer** means a person who earns more than fifty per cent (50%) of their annual income from **Playing Golf** or coaching or teaching golf or is employed by a golf club as a golf professional.
- 2.29 **Pollution** means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.
- 2.30 **Premium** means the amount stated in the **Schedule**.
- 2.31 **Property** means tangible property.
- 2.32 **Qualified Medical Practitioner** means a registered medical practitioner, who is not **You** or related to **You**, who is currently registered with the General Medical Council in the **United Kingdom** to practice medicine.
- 2.33 **Recognised Golfing Venue** means venues that include a golf course of at least nine (9) holes and/or driving ranges.
- 2.34 **Schedule** means the document entitled **Schedule** that relates to and forms part of this **Policy**.
- 2.35 **Self Employed** means **You** are actively working alone or with others (whether in a partnership or as a member of a limited liability partnership) and paying Class 2 National Insurance contributions and being assessable to Income Tax under **Schedule D Case I / II**.
- 2.36 **Spouse** means **Your** husband or wife or live-in partner.



- 2.37 **Territorial Limits** means the location specified in the **Schedule** which are specific to each Section.
- 2.38 **Terrorism** means an act, including the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 2.39 **Unemployment/ Unemployed** means **You** are entirely out of **Work** and being registered for **Work** with The Department for Work and Pensions and in receipt of Job Seekers Allowance (or the equivalent benefit should this change). **You** must provide evidence of Actively Seeking **Work**. If **You** are ineligible for Job Seekers Allowance, **We** will waive the requirement to be in receipt of this provided **You** are receiving National Insurance Credits.
- If **You** are a Company Director **Your** company must have been wound up by a creditor who is not a director of that company.
- If **You** are **Self Employed Your** business must have totally and permanently **Ceased to Trade** as a direct result of it being unable to pay its debts as and when they fell due, has been declared to HM Revenue and Customs and **You** are actively seeking **Work**.
- 2.40 **United Kingdom** means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
- 2.41 **War** means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- 2.42 **We / Us / Our** means AXA XL Insurance Company UK Limited.
- 2.43 **Wear and Tear** means a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.
- 2.44 **Work / Worked** means gainful **Employment** either full-time, part-time or a zero (0) hour contract.
- 2.45 **You / Your** means the person or entity stated as insured on the **Schedule**.



## 3 General Conditions

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All the individual **Policy** Sections are subject to the following conditions except where stated.

### 3.1 Assistance and Co-operation

**You** and any person insured must provide **Us** with such information, assistance and co-operation as **We** and/or **Our** counsel may request. If **You** or any person insured fails to comply with the above duty, **We** shall be entitled to refuse to pay or reduce any claim under this **Certificate**.

### 3.2 Claim Notification

If **You** or any person insured fails to comply with any of the below duties, **We** shall be entitled to refuse to pay or reduce any claim under this **Certificate**. Angel Risk Management Limited shall be **Notified** as soon as practicably possible in writing:

- (a) of any claim;
- (b) regardless of any previous notice, of receipt of any Claim Form, Particulars of Claim, Arbitration Notice or any other formal document commencing legal proceedings, copies of all such documents being provided with such notification;
- (c) of any circumstance of which **You** shall become aware which may give rise to a claim;
- (d) of any circumstance of which **You** shall become aware which may give rise to an entitlement to be covered under this **Certificate**.

In the event that Angel Risk Management Limited is **Notified** during the **Period of Insurance** of any circumstance which may give rise to a claim then any subsequent claim which arises directly from the circumstance so **Notified** shall be deemed to have been made during the **Period of Insurance**.

### 3.3 Documents Relevant to a Claim

**You** or any person insured must ensure that all documents relevant to any claim and any circumstance which is likely to give rise to a claim are not destroyed or otherwise disposed of. If **You** or any person insured fails to comply with above duty, **We** shall be entitled to refuse to pay or reduce any claim under this **Certificate**.

### 3.4 Due Diligence

If **You** or any person insured fails to comply with any of the below duties, **We** shall be entitled to refuse to pay or reduce any claim under this **Certificate**. **You** shall at all times:

- (a) take all practicable steps to prevent or minimise accidents or **Bodily Injury**;
- (b) take all practicable steps for the safety of or to prevent or minimise **Damage to Property**;
- (c) use **Your** best efforts to observe and comply with statutory or local authority obligations, regulations, laws and bye-laws.

### 3.5 Entitlement to Defend

**We** are entitled, but not obliged, to take over and conduct in **Your** name or the name of any person insured the defence or settlement of any claim or to prosecute in **Your** name or the name of any person insured for **Our** own benefit any claim for cover under this **Certificate** or damages or otherwise. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

### 3.6 Golf Buggies

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

### 3.7 Interest on Amounts Payable

**We** will not pay any interest on any amount payable under this **Policy**.

### 3.8 Junior Members

A **Junior Member** aged under twelve (12) years must be accompanied by a responsible adult whilst



playing golf.

### 3.9 **Medical Advice**

In the event of **Bodily Injury** which is covered by this **Certificate You** shall seek and act upon medical advice as soon as practically possible.

### 3.10 **Non-Admission of Liability**

No admission, offer, promise or payment is to be made or given by **You** or on **Your** behalf or any person insured without **Our** written consent. In the event of breach of this condition, **We** shall have no liability under this **Certificate**, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 3.11 **Other Insurance**

If at the time of any loss, **Damage** or liability covered by this **Policy** there is any other insurance covering the same loss, **Damage** or liability, **We** will pay only the rateable proportion of the loss that the **Maximum Limit** under this **Policy** bears to the total amount of insurance covering the loss.

### 3.12 **Premium payment**

The **Premium** is to be paid annually on the premium due date specified in the **Schedule**. If any **Premium** is not paid on the date it is due, the **Policyholder** has thirty (30) days in which to pay it. If it is not paid during that period, **We** may cancel the **Policy** in accordance with the Cancellation Provisions for all **Insured Persons**. If the **Premium** is paid during the thirty (30) day period, cover will operate as though the payment had been made on the original due date.

### 3.13 **Sanctions**

**We** shall not be deemed to provide cover and shall not be liable to pay 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 the **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### 3.14 **Territorial Limits**

The cover under this **Policy** will only apply whilst **You** are within the **Territorial Limits** stated on the **Schedule**.

### 3.15 **Your Duty of Care**

It is **Your** duty to take all practical steps to prevent or minimise **Accident**, injury, illness, loss or **Damage**.

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

**We** will ask for information as evidence in support of the claim at no expense to **Us**, including information to show that a **Bodily Injury** is a result of an **Accident**. If the information supplied is insufficient, **We** will identify what further information is required. If **We** do not receive the further information requested it may impact **Your** ability to make a claim under this **Policy**.



## 4 General Exclusions

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The following exclusions are applicable to the entire **Policy** unless stated otherwise.

**We** shall not be liable for loss or **Damage**, illness, **Accident**, liability or any expense whatsoever relating to or arising from:

4.1 **Confiscation**

Confiscation or detention by customs or other officials.

4.2 **Coronavirus Absolute Exclusion**

Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (a) any fear or threat (whether actual or perceived) of; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

4.3 **Costs and Expenses**

Costs incurred by **You**:

- (a) preparing the evidence for and submission of **Your** claims;
- (b) resulting from unlawful activities or criminal proceedings; or
- (c) complying with any government or local authority requirements notified to **You** before the loss or **Damage** occurred.

4.4 **Cyber**

(a) **Cyber Loss;**

- (b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

4.5 **Deliberate or Reckless Acts or Damage**

Any deliberate, reckless or malicious act including the direct or indirect consequences of assault or alleged assault by **You**.

4.6 **Fines and Penalties**

Any fine or penalty **You** may incur whilst at a **Golfing Event**.

4.7 **Firearms**

The ownership, possession or use of firearms.

4.8 **Gradual Loss or Damage**

Gradual Loss or **Damage** caused by:

- (a) **Wear and Tear**, or depreciation;
- (b) the process of cleaning, washing, repairing or restoring any article;



- (c) atmospheric, climatic or weather conditions or the action of light;
- (d) rot, fungus, mould, damp or rust;
- (e) vermin, insects or infestation; or
- (f) other gradual deterioration.

#### 4.9 **Mechanical Vehicles**

The use of:

- (a) Any mechanically or electrically propelled vehicles whilst being used to play golf at a **Recognised Golfing Venue**;
- (b) Any machine being used other than for its intended use or for racing, pace making, trials or competitions.

#### 4.10 **Pollution**

**Pollution** or contamination of air, water or soil which **You** cannot prove to **Our** satisfaction was caused by a sudden identifiable, unintended and unexpected incident that took place in its entirety at a specified time and place.

#### 4.11 **Pressure Waves**

Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### 4.12 **Professional Golfer**

The activities of a **Professional Golfer**.

#### 4.13 **Radioactive Contamination**

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does 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
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

#### 4.14 **Terrorism**

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

#### 4.15 **War**

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage to Property** by or under the order of any government or public or local authority.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any of the above.



## 5 Claims

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### 5.1 Claims Notification

In the event of a claim under this Policy, please contact Woodgate and Clark using the following details.

Woodgate & Clark Ltd, The Red House, King Street, West Malling, Kent ME19 6QT

Telephone Number: 01732 520273

Email: [golf@woodgate-clark.co.uk](mailto:golf@woodgate-clark.co.uk)

### 5.2 Claims Conditions

- (a) **We** may ask **You** to attend one (1) or more medical examinations. If **We** do, **We** will pay the cost of the examination(s) and for the medical reports and records. **We** will also cover travel expenses to and from the medical examination, if these expenses are agreed by **Us** in advance. However, if **You** fail to attend without reasonable cause, then **Your** claim may be rejected.
- (b) **You** must give **Us** permission to obtain medical reports or records needed to investigate **Your** claim from any **Qualified Medical Practitioner** who has treated **You**; otherwise **We** may not pay the claim.
- (c) If **You** have a pre-existing medical condition or physical impairment **We** may ask an independent **Qualified Medical Practitioner** to assess how this contributes to the claim as there is no cover under this **Policy** in respect of pre-existing medical conditions or physical impairments.
- (d) If **You** die during the **Period of Insurance**, **We** have the right to ask for a postmortem examination at **Our** expense. If this is refused, it may impact **Your** ability to make a claim.

### 5.3 Claims Settlement Conditions

No admission, offer, promise, payment, or reimbursement shall be made or given by **You** or on **Your** behalf without **Our** written consent.

### 5.4 Application of the Excess and/or the Deferment Period

- (a) Before payment of any claim, the **Excess** and/or the **Deferment Period** as stated in the **Schedule** will be deducted from any amount payable.
- (b) All claims arising out of one (1) incident or series of related incidents of loss or **Damage** will be treated as one (1) claim.

### 5.5 Reduction of Maximum Limit

The **Maximum Limit** will not be reduced after the payment of a valid claim, provided **You** carry out any recommendations **We** make to reduce any further loss, **Damage** or injury.



## 6 Section 1 – Personal Liability

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### 6.1 What is Covered Under this Section

**We** will pay up to the **Maximum Limit** stated in the **Schedule** for **Your** personal legal liability which **You** (or if **You** die **Your** personal legal representatives) are legally obligated to pay in compensation to others, including liability incurred through the use of golf buggies and trolleys, that arises as a direct result of **Bodily Injury**, illness or disease or **Damage to Property** happening during the **Period of Insurance** and caused by an **Accident** during the **Operative Time**.

In addition to the **Maximum Limit** stated in the **Schedule**, **We** will pay legal costs and expenses awarded against **You** or incurred by **You** with **Our** written agreement

All claims arising out of one (1) incident or series of related incidents will be treated as one (1) claim.

### 6.2 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following additional conditions shall apply:

#### (a) Claims

- (i) **You** must send to **Us**, unanswered and as soon as practicably possible every statement of claim, legal process or other communication **You** receive about the claim.
- (ii) **You** must not negotiate, pay, settle, admit to or deny any claim without **Our** written agreement.

### 6.3 Additional Exclusions – What is not Covered Under this Section

In addition to the General Exclusions, **We** shall not be liable for:

#### (a) Animals and Pets

Ownership, possession, custody or care of any animal.

#### (b) Bodily Injury

- (i) **Bodily Injury** to or illness contracted by **You**, **Your Family**, any permanent member of **Your** household or any person employed by **You** other than a person who is temporarily employed as a caddy; or
- (ii) Any injury, illness, **Death**, loss, expenses or other liability attributable to HIV (Human Immuno- deficiency Virus) and/or HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or any mutant derivative or variation however caused.

#### (c) Business, Trade or Professional Risks

- (i) Any trade, business or professional activity;
- (ii) Any goods sold, supplied, repaired, renovated, restored, tested or serviced by **You** or **Your** domestic employees;
- (iii) Remedial professional or other advice or treatment given, administered or omitted by **You** or a director, partner or employee of a profession, occupation or trade; or
- (iv) Farming and keeping of farm animals and poultry.

#### (d) Communicable Disease

any **Communicable Disease** (actual, threatened, perceived or suspected); or

- (i) any act, error, or omission in controlling, preventing, or suppressing, or failing to control, prevent, or suppress, or in any way relating to any actual, threatened, perceived or suspected outbreak of any **Communicable Disease**.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence with or to such loss, damage, claim, cost, expense, or other sum.



Any actual, alleged, threatened, perceived, or suspected presence or existence of any **Communicable Disease** at, on, in, affecting, impacting, or impairing any property, or preventing any use of any property, shall not constitute loss or damage whether physical or otherwise, or loss of use to tangible or intangible property.

The presence of a person or persons at an insured location that is/are possibly infected with a **Communicable Disease** or is/are actually infected with a **Communicable Disease** shall not constitute loss or damage, whether physical or otherwise.

(e) **Contractual Liability**

Liability under any contract unless **You** would have been liable had the contract not existed.

(f) **Damage to property as specified below**

- (i) The cost of putting right any defect, alleged defect and/or the cost of maintenance and normal redecoration;
- (ii) **Damage to Property** belonging to **You**, in **Your** care or in the care of **Your** domestic or business employees;
- (iii) **Your** ownership of, occupation of, possession of or use of any land; or
- (iv) Loss or **Damage to Golfing Equipment** hired, loaned or entrusted to **You**.



## 7 Section 2 – Third Party Property Damage

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### 7.1 What is Covered under this Section

**We** will provide cover up to the **Maximum Limit** stated in the **Schedule** for any **Accidental** loss or **Damage** to the **Property** of others caused by **You** during the **Operative Time** and during the **Period of Insurance** occurring within the **Territorial Limits**, However, **We** shall not pay more than the Aggregate **Maximum Limit** stated in the **Schedule** for all claims under this Section during the **Period of Insurance**.

### 7.2 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following shall also apply:

- (a) Settlement shall be considered without legal liability or negligence being proven or court action otherwise being taken;
- (b) Despite General Exclusion 5.5, **We** will decide whether to repair, make a cash payment, or replace an item as new under this Section only, subject always to the limits stated in the **Schedule**.
- (c) The **Insured Person** who has caused **Accidental loss or Damage** to the **Property** should be identified and full details provided to **Us**;



## 8 Section 3 – Personal Accident

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### 8.1 Additional Definitions Applicable to This Section

In addition to the General Definitions the following words and phrases will have the same special meaning in this section wherever they appear in **bold type**. The General Definitions also apply, unless they are altered below for the purposes of this Section. Plural forms of the words defined have the same meaning as the singular form.

- (a) **Accident or Accidental** means a sudden, unexpected and specific event external to the body occurring at an identifiable time and place.
- (b) **Bodily Injury** means an identifiable physical injury to **Your** body which is caused directly and solely by an **Accident**, is not intentionally self-inflicted and does not result from sickness or disease.
- (c) **Gradually Operating Cause** means a cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single **Accident**.
- (d) **Loss of Limb** means:
  - In the case of a leg:
    - (i) Loss by permanent physical severance at or above the ankle; or
    - (ii) Permanent, total and irrecoverable loss of use of a complete leg or foot.
  - In the case of an arm:
    - (iii) Loss by permanent physical severance of the four (4) fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand); or
    - (iv) Permanent, total and irrecoverable loss of use of a complete arm or hand.
- (e) **Loss of Sight** means:
  - (i) Permanent, total and irrecoverable loss of sight:
  - (ii) in both eyes if **Your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
  - (iii) in one (1) eye if the degree of sight remaining after correction is three-sixtieth's (3/60) or less on the Snellen Scale (seeing at three (3) feet what **You** should see at sixty (60) feet).
- (f) **Permanent Total Disablement** means permanent, total and irrecoverable disablement as a result of an **Accident within the Territorial Limits** which is confirmed by a **Qualified Medical Practitioner** and results in an **Insured Person's** inability to work in any gainful employment whatsoever and which in all probability will continue for the rest of their life.
- (g) **Table of Benefits**
  - The part of the **Policy** document that describes how much **We** will pay for the type of **Bodily Injury** suffered by **You**.

### 8.2 What is Covered Under this Section

**We** shall pay **You** the amount stated in the **Table of Benefits** below if, during the **Operative Time** and the **Period of Insurance**, **You** sustain a **Bodily Injury** within the **Territorial Limits** caused by an **Accident** which shall solely and independently of any other cause result in a claim under any of the items described in the **Table of Benefits** below. The amount payable will depend on the type of cover **You** have chosen as stated in the **Schedule**.



8.3

**Table of Benefits**

<b>Item</b>	<b>Description</b>	<b>Amount Payable</b>
(i)	<b>Death</b>	£25,000
(ii)	<b>Loss of limb</b> (one (1) or more)	£25,000
(iii)	Permanent total and irrecoverable <b>loss of sight</b>	£25,000
	(a) One (1) eye	
	(b) Both eyes	
(iv)	Permanent partial and irrecoverable <b>loss of sight</b>	£25,000
	(a) One (1) eye	
	(b) Both eyes	
(v)	Permanent total disablement	£25,000

In addition to the General Conditions, the following conditions shall also apply:

- (a) **We** may ask **You** to attend one or more medical examinations. If **We** do so, **We** will pay the cost of the examination(s) and for any medical reports and records and **Your** travelling expenses to attend, if these expenses are agreed by **Us** in advance. If **You** fail to attend without reasonable cause, then **Your** claim may be rejected. **Bodily Injury** must be evidenced by a **Qualified Medical Practitioner**;
- (b) For **Insured Persons** aged eighty (80) and over, the amount payable for items (i), (ii), (iii) and (iv) in the **Table of Benefits** is limited to fifty per cent (50%) and there is no cover under item (v);
- (c) For **Children**, the amount payable for item (i) in the **Table of Benefits** is limited to fifty per cent (50%);

8.4

**Additional Exclusions – What is not Covered under this Section**

In addition to the General Exclusions, the following exclusions shall also apply:

- (a) **We** shall not pay more than one (1) amount per **Insured Person** for **Bodily Injury** as specified by items (i) – (v) in the **Table of Benefits** and cover will stop under this section in respect of that **Insured Person** from the date of claim payment;
- (b) **We** will only pay for a **Bodily Injury** resulting in an item specified in the **Table of Benefits**. In the event that an **Insured Person** suffers a **Bodily Injury** for an item not specified in the **Table of Benefits** or an injury for part of an item specified in the **Table of Benefits**, no claim will be paid;
- (c) **We** will not pay the benefit for both items (iii) a) and (iii) b), or both items (iv) and (v).
- (d) **We** shall not pay any claims arising from:
  - (i) **Death** or **Bodily Injury** sustained after one hundred and eighty (180) days from the date of the **Accident**;
  - (ii) **Death** or **Bodily Injury** if prior to each **Accident** **You** were aware of any existing medical condition or set of circumstances that could reasonably be expected to give rise to a claim
  - (iii) **You** deliberately or recklessly exposed **Yourself** to danger (other than in an attempt to save human life);
  - (iv) manual work in connection with a profession, business or trade;
  - (v) flying, unless **You** are a fare-paying passenger on a commercial flight;
  - (vi) **Death** by suicide, attempted suicide or intentional self-injury;
  - (vii) any degenerative condition, medical condition, physical impairment or disablement (as determined by a **Qualified Medical Practitioner**) in existence at the time of sustaining a **Bodily Injury**. This will be taken into account by **Us** in assessing the amount payable;



- (viii) a **Gradually Operating Cause** or which results in a diagnosis of fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding joints, fatigue and tenderness at specific sites in the body), myalgic encephalomyelitis (muscle pains and inflammation of the brain and spinal cord), chronic fatigue syndrome, post-traumatic stress disorder or other anxiety disorder, any mental disorder or any disease of the nervous system; or
- (ix) sickness or disease.



## 9 Section 4 – Hospitalisation

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### 9.1 Additional Definitions Applicable this Section

In addition to the General Definitions the following words and phrases will have the same special meaning in this section wherever they appear in **bold type**. The General Definitions also apply, unless they are altered below for the purposes of this Section. Plural forms of the words defined have the same meaning as the singular form.

(a) **Bodily Injury**

Identifiable physical injury to **Your** body which is caused directly and solely by an **Accident**, is not intentionally self-inflicted and does not result from sickness or disease.

(b) **Day**

Every complete twenty-four (24) hour period.

(c) **Hospital**

An institution which has accommodation for in-patients and facilities for diagnosis, surgery and treatment. It does not include a long-term nursing home, a rehabilitation centre, a retirement home or an extended-care facility.

(d) **Hospitalisation**

Admission to a **Hospital** as an in-patient and for at least three (3) consecutive days.

### 9.2 What is Covered under this Section

**We** will pay **You** up to the **Maximum Limit** as stated in the **Schedule** or until **You** are discharged from **Hospital** whichever occurs first, if during the **Operative Time** and **Period of Insurance** and as a result of having sustained a **Bodily Injury** within the **Territorial Limits You** are admitted to **Hospital** as an in-patient on the recommendation of a **Qualified Medical Practitioner**.

### 9.3 Maximum Limit Applicable to this Section

The **Maximum Limit** payable under this section per **Insured Person** is as defined in the **Schedule**;

### 9.4 Additional Exclusions – What is not Covered Under this Section

In addition to the General Exclusions, the following shall also apply:

(a) This **Policy** shall not cover **Hospitalisation** caused by or resulting from the following:

(i) Any self-inflicted injury or attempted self-injury;

(ii) Any examination for check-up purposes;

(iii) Any condition that originated prior to the **Accident** causing **Bodily Injury**.

(b) A **Deferment Period** of the first three (3) days following and **Insured Persons** admission to **Hospital**.

### 9.5 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following shall also apply:

(a) **We** may ask **You** to attend one (1) or more medical examinations at **Our** own expense, **We** will also cover **Your** travel expenses to and from the examination if these expenses are agreed by **Us** in advance. If **You** fail to attend, then it may impact **Your** ability to make a claim;



## 10 Section 5 – Dental and Optical Treatment

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### 10.1 Additional Definitions Applicable this Section

In addition to the General Definitions the following words and phrases will have the same special meaning in this section wherever they appear in **bold type**. The General Definitions also apply, unless they are altered below for the purposes of this Section. Plural forms of the words defined have the same meaning as the singular form.

(a) **Accident or Accidental**

A sudden, unexpected and specific event external to the body occurring at an identifiable time and place.

(b) **Dental Injury**

Damage to permanent natural teeth (but not milk teeth) and any resulting damage to gums, caused by a force arising outside of the mouth.

(c) **Dental Injury Expenses**

The costs incurred for the treatment of **Dental Injury** including dental examination, dental treatment and dentures but not including repairs or charges paid under dental care contracts.

(d) **Gradually Operating Cause** means a cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single **Accident**.

(e) **Optical Injury**

Damage to eye(s) caused by a force outside the optical area.

(f) **Optical Injury Expenses**

The costs incurred for the treatment of an **Optical Injury** including examinations but not including repairs or charges covered under optical care contracts.

### 10.2 What is Covered Under this Section

**We** will cover **You** in respect of **Dental Injury Expenses** and **Optical Injury Expenses** incurred from a **Dental Injury or Optical Injury** as a result of an **Accident** which occurred during the **Operative Time** and **Period of Insurance** within the **Territorial Limits**.

**We** will pay **You** for a period of up to twelve (12) months following the date of **Dental Injury or Optical Injury** or up to the **Maximum Limit** stated in the **Schedule** whichever is reached first.

### 10.3 Additional Exclusions – What is not Covered under this Section

In addition to the General Exclusions, the following shall also apply.

**We** shall not pay:

- (a) more than the **Maximum Limit** shown in the **Schedule**;
- (b) any claims for **Dental Injury** that did not result from an **Accident**;
- (c) any claims for **Optical Injury** that did not result from an **Accident**;
- (d) for self-inflicted injury, or attempted self-inflicted injury;
- (e) any pre-existing **Dental Injury** or **Optical Injury**;
- (f) normal **Wear and Tear** or a **Gradually Operating Cause**; or
- (g) any claims for a **Dental Injury** or **Optical Injury** which has not manifested within seven (7) days of the date of the **Accident**.

### 10.4 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following shall also apply:

- (a) **Dental Injury Expenses** and **Optical Injury Expenses** shall only be those necessarily



incurred within twelve (12) months of the date of the **Dental Injury** or **Optical Injury**;

- (b) Any dental treatment must be carried out by a dental practitioner registered with the general dental council (or foreign equivalent) in a dental surgery or foreign equivalent.



## 11 Section 6 – Loss of Tournament Fees

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### 11.1 What is Covered under this Section

**We** will pay **You** up to the **Maximum Limit** stated in the **Schedule** in respect of the non-refundable portion of **Your** pre-paid golf tournament entry fee following **Your** non-attendance at or during a golf tournament due to **Accidental Bodily Injury** or illness resulting from an accident occurring during the **Period of Insurance** and the **Operative Time** and within the **Territorial Limits**.

### 11.2 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following shall also apply:

- (a) Cover under this Section is only provided for **You** or members of **Your Family**;
- (b) A **Qualified Medical Practitioner's** written advice must be obtained as soon as practicably possible, confirming that **You** are or were unable to play;
- (c) At the time of entry to the tournament, **You** must not be suffering from any **Bodily Injury** and/or illness or that could potentially prevent **Your** participation in the tournament;
- (d) **You** must have nominated **Your Club** when entering the tournament;
- (e) If requested by **Us**, **You** must provide evidence of the tournament entry fees having been paid;
- (f) In the event of a claim, **We** shall ask **You** or **Your Family** member to attend one (1) or more medical examinations at **Our** expense, **We** will also cover the travelling expenses incurred to attend the examination, if these expenses are agreed by **Us** in advance. If **You** fail to attend without reasonable cause, then it may impact **Your** ability to make a claim.



## 12 Section 7 – Loss of Club Subscription

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### 12.1 What is Covered under this Section

- (a) In the event **You** are unable to **Play Golf** if **You** or a member of **Your Family** has an **Accident**, becomes sick or disabled during the **Period of Insurance**, **We** will pay **You** up to the **Maximum Limit** stated in the **Schedule** in respect of the unused and irrecoverable portion of **Your** club membership for the remaining period of that membership up to the end of the current membership year.
- (b) If **You** are **Employed** and become **Unemployed** during the **Period of Insurance**, **We** will pay **You** the proportional amount of **Your** club membership fees for the period from when **You** became **Unemployed** to the end of the current membership year.

**We** will pay **Your** membership fee:

- (i) until the expiry date of **Your** club membership; or
- (ii) the last day of **Your Unemployment**; or
- (iii) the date **You** stop providing proof that **You** remain **Unemployed**; or
- (iv) if **We** have reached the **Maximum Limit** stated in the **Schedule**

whichever occurs first.

- (c) If **You** are **Self Employed** and **Your** business permanently **Ceased to Trade** and **You** become **Unemployed**, **We** will pay **You** the proportional amount of **Your** club membership fees for the period from when **You** became **Unemployed** to the end of the current membership year.

**We** will pay **Your** membership fee:

- (i) until the expiry date of **Your** club membership; or
- (ii) the last day of **Your Unemployment**; or
- (iii) the date **You** stop providing proof that **You** remain **Unemployed**; or
- (iv) if **We** have reached the **Maximum Limit** stated in the **Schedule**

whichever occurs first.

### 12.2 Maximum Limit under this Section

The **Maximum Limit** payable under this section per **Insured Person** is as defined in the **Schedule**.

### 12.3 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following shall also apply:

- (a) Any claim paid under this section will be subject to prior verification of **Club** fees and refund policy of the committee of the **Club** for the period in question;
- (b) Any illness or disablement must be diagnosed by a **Qualified Medical Practitioner** who confirms their expectation that the illness or disablement is likely and expected to extend for over one (1) month from first diagnosis. Evidence of this expectation must be provided to **Us**.
- (c) In the event of a claim, **We** may ask **You** or **Your Family** member to attend one (1) or more medical examinations at **Our** expense, **We** will also cover the travelling expenses incurred to attend the examination, if these expenses are agreed by **Us** in advance. If **You** fail to attend without reasonable cause, then it may impact **Your** ability to make a claim.
- (d) In the case that **You** are **Unemployed** documentary evidence will be required that **You** are actively seeking **Work** including copies of Job Application forms, interview letters and rejection letters.



## 12.4 Additional Exclusions – What is Not Covered Under this Section

In addition to the General Exclusions, **We** shall not be liable for claims:

- (a) for any persons aged eighty (80) or over and for **Unemployment** claims for persons aged sixty-five (65) or over;
- (b) If, prior to the **Period of Insurance**, **You** were aware of any existing medical condition and /or set of circumstances that could be expected to give rise to a claim under this Section;
- (c) arising from or related to:
  - (i) wilful exposure to risk (other than in an attempt to save human life);
  - (ii) manual work in connection with a profession, business or trade;
  - (iii) flying (except whilst travelling as a passenger in a fully licensed, multi-engine, passenger carrying aircraft);
  - (iv) suicide or attempted suicide, intentional self-injury;
  - (v) the effect of alcohol or drugs unless prescribed by a **Qualified Medical Practitioner** and taken in accordance with the prescription;
  - (vi) motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle;
  - (vii) any pre-existing defect, infirmity, sickness or disease; or
  - (viii) any medical or surgical treatment;
  - (ix) a **Deferment Period** of the first ninety (90) days;
  - (x) **You** became **Unemployed** or received verbal or written notification of **Unemployment** prior to the inception of this **Policy** or renewal of **Your** membership;
  - (xi) **You** resign, retire or **Your Unemployment** is in any way voluntary;
  - (xii) **You** become **Unemployed**, or are engaged in **Work** for which becoming **Unemployed** is a seasonal occurrence or a regular feature of **Your** particular job;
  - (xiii) **You** are **Employed** on a fixed term contract and become **Unemployed** at the end of a fixed-term contract, unless **You**:
    1. **Worked** continuously for the same employer for at least two (2) consecutive years; or
    2. Have been on a contract for at least one (1) year which has been renewed at least once; or
    3. Were originally **Employed** on a permanent basis by the same employer but were transferred to a fixed term contract by the employer without a break in **Employment**;
    4. **You** were **Employed** on a casual or temporary basis or zero (0) hours contract or **Employed** by an employer for a specific task or job and the completion of this task or job has resulted in **Your Unemployment**.
  - (xiv) **You** become **Unemployed** as a result of **Your** own act, misconduct, breach of contract, dismissal, omission or negligence;
  - (xv) **Your Unemployment** is as a result of any unlawful act on **Your** part;
  - (xvi) **Unemployment** outside the United Kingdom.



## 13 Section 8 – Hole in One

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### 13.1 Additional Definitions Applicable to this Section

In addition to the General Definitions the following words and phrases will have the same special meaning in this section wherever they appear in **bold type**. The General Definitions also apply, unless they are altered below for the purposes of this Section. Plural forms of the words defined have the same meaning as the singular form.

(a) **Hole in One**

The striking of a golf ball from the medal tee into the hole in a single stroke.

### 13.2 What is Covered Under this Section

**We** agree to pay the **Maximum Limit** stated in the **Schedule** in the event that **You** achieve a **Hole in One** whilst **Playing Golf** during a medal or club competition during the **Period of Insurance** and **Operative Time** within the **Territorial Limits**.

### 13.3 Additional Conditions Applicable to this Section

In addition to the General Conditions, the following shall also apply:

- (a) The hole on which the achievement is made is a minimum length of one hundred (100) yards;
- (b) Score cards must be fully completed and verified by the club secretary and be accompanied with written communication from a club official confirming the nature of the competition;
- (c) No practice shots are allowed and holes shall not be shorter than the club specification.
- (d) The tournament shall be conducted in accordance with the rules laid down by the Professional Golfers Association or the Royal and Ancient Golf Club;
- (e) All equipment to be used during the tournament shall conform to the specifications laid down by the Professional Golfers Association or the Royal and Ancient Golf Club;
- (f) The green(s) at the on which the achievement is made shall not be specifically prepared or altered from the condition which is usual for normal play nor shall the hole(s) be so positioned on the green(s) as to facilitate a **Hole in One**;



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