

Thank you for choosing Golf Insurance Direct. This is a Policy for golfers by golfers brought to you by Golf Holidays Direct trading as Golf Insurance Direct.com.

GOLF HOLIDAYS DIRECT LIMITED

Floor 3 Kings Court, Kings Road, Stevenage,
Hertfordshire, SG1 2NG
Tel: 08081754083.

INTRODUCTION TO YOUR GOLF POLICY

Golf Holidays Direct Ltd (GHD) act as an appointed representative of All Seasons Underwriting Agencies Ltd (ASUA) who are regulated by the Financial Conduct Authority under Firm Reference: 308488. ASUA is Registered in England Company No. 03252689.

GHD will sell and distribute **Your** policy acting as an authorised representative of ASUA who will administer this policy on behalf of the insurer and is **Your** principal point of contact with the insurer unless **You** have a claim (see Page 2 regarding making a claim). ASUA will receive **Your** premium and issue **Your** policy documents. ASUA's address, telephone and email details are:

All Seasons Underwriting Agencies Limited (ASUA), Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex. SS14 3HJ. United Kingdom.

Tel: +44 (0)203 327 0555.
Email: info@asuagroup.co.uk
Office open 9 to 5 Mon-Fri
(not including Public Holidays)

CUSTOMERS WITH IMPAIRED SIGHT

This Policy and Insurance Schedule are also available in large print. Please contact Golf Insurance Direct or ASUA if you need any documents.

ELIGIBILITY RULES

Please Note that this insurance is only available to: a) those over the age of 18 years old and b) who are non-professional Golfers and c) resident in the United Kingdom (please check our definition section for what this means).

This is a twelve-month policy that covers **You** when playing golf either in the United Kingdom or when taking a Golfing Holiday. Please see the terms and conditions for the **Operative Period** on page 4 of this policy.

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English as will all **Our** communications with **You**.

This insurance is provided by:

This policy is insured by Wakam SA ("Wakam"). Wakam is a limited company registered with the Paris Trade and Companies Register (Registre du Commerce et des Sociétés) under number 562 117 085, having its registered office address at 120-122 Rue Réaumur, 75002 Paris, France. Authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based

in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorization are available on the Financial Conduct Authority's website.

You can access the Financial Conduct Register from the Financial Conduct Authority (FCA) website www.fca.org.uk or by calling the FCA on 0800 111 6768. Wakam's Financial Services Register reference number is 517214 and ASUA's reference number is 308488.

We have tried to make this document as easy to read as possible but use some words that have a special meaning these are listed and explained in 'Definitions'. From now on wherever a word with a definition is used it will be printed in bold type.

We take **Your** Data privacy very seriously and draw **Your** attention to **Our** Data Protection Notice which sets out how **We** protect **Your** data and what uses **We** make of it including sharing with government agencies. Details can be found at page 14.

Before **We** tee off here are some important preparatory points to tell **You** about; **We** call them the Three C's. **We** also set out some important addresses and numbers.

1. Cancellation

Your Right to Change Your mind

The "Cooling Off" period, if within 14 days of, purchasing this policy or receiving this **Policy** wording and **Schedule You** have a statutory right to cancel this **Policy** and receive a full refund of **Your** premium provided:

- **You** have not made a claim or
- **You** are not aware that there may be a claim made against **You** that could be covered by this **Policy**.

You have other rights of cancellation as well and these are explained at page 13 of this document.

We have the right to cancel too.

We may, at any time, cancel this **Policy** by sending a notice of cancellation giving 14 days notice to **You** at **Your** last known email and/or postal address. **We** are not under any obligation to offer **You** renewal terms at the end of this **Policy's** term. **You** will find the **Policy** start date and end date on **Your Schedule**. **You** will find a full explanation of **Our** right to cancel at page 13 of this **Policy**.

2. Claims who to Contact

If **You** suffer a loss or are involved in an incident that may result in a claim against **You**. Please contact **Our** specialist claims handlers Crawford TPA on the following number

Crawford TPA

Telephone: **01908 893977**

Email: GolfInsuranceDirect@crawco.co.uk

Further details of how to make a claim or report a loss can be found at page 12 of this **Policy**.

3. Complaints & General Enquiries about this policy.

We intend always to treat **You** fairly and deal with **Your** enquiries or claims as well and professionally as possible. If however, **You** are unhappy with how **We** have taken care of **You** then **You** have the right to complain. Full details of **Your** rights including an appeal to the Financial Services Ombudsman are set out at page 17 of this **Policy**.

If **Your** enquiry or complaint relates to a claim, then please contact Crawford TPA in the first instance. **You** will find their

details on the **Schedule**.

If **You** enquiry or complaint relates to the sale of the policy, then please contact ASUA

ALL SEASONS UNDERWRITING AGENCIES LIMITED
Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road,
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ABOUT YOUR INSURANCE POLICY DOCUMENTS

You have completed an application for the Insurance **Policy** and made statements about **Yourself**. **Your** cover selections, and statements about **Yourself** and the value of **Your** equipment are set out in the **Insurance Schedule**.

We have, on the basis of the truthfulness of **Your** statements and the premium **You** will pay, agreed to insure **You** under this **Policy**. This **Policy** and the **Insurance Schedule** is the legal contract between **You** and **Us**.

The legal contract is made up of only two documents:

- **Your Schedule** – this sets out the key covers **You** have selected and shows **You** many of the **Limits** and **Excesses** applicable to this **Policy**. It does not set down all the terms and conditions of the Insurance Policy
- **The Policy Wording**, this is where **You** will find all the terms conditions and exclusions that describe both **Our** rights and obligations to **You** and **Your** rights and duties to **Us**. If **You** breach **Your** duties and the terms and conditions of this Policy, it might impact any claim **You** make against **Us**.

Keep these documents safe and together. It will help **You** when making a claim or if **You** want to understand the protection **You** have.

You have also been given a third document, the Insurance Product Information Document (“IPID” for short). This is not part of the contract but is a brief summary of some key aspects of the **Policy**. It also sets out some key information and contact numbers if there is a problem.

If **You** have any questions about **Your** cover on either the **Schedule** or the **Policy** please contact ASUA whose details are set out above.

ASUA will not be able to give **You** advice about the suitability of this product for **Your** individual needs but will try to clarify anything **You** do not understand about this policy. **Please do not contact ASUA about claims which are managed by Crawford TPA.**

We now set out some key definitions that have a special meaning in the context of this **Policy**. These will help **You** understand better the terms of **Your Policy** and the **Insurance Schedule**.

DEFINITIONS

Accident: A sudden, unexpected, specific event occurring at a definable time and place caused by external means.

Accidental Damage: Damage caused accidentally by violent

and external means, including vandalism.

Bodily Injury: Injury to the body of a person caused by accidental, violent, visible and external means.

Endorsement: This is a specific special addition to the **Policy** that **You** and **We** have agreed.

Excess: The first part or amount **You** will be responsible for paying in the event of a claim

Golf Buggy: The vehicle owned by **You** specifically designed by the manufacturer to be specifically used on a golf course to transport no more than two persons and their **Golf Equipment**.

Golf Equipment: Clubs, Bags, Trolleys, Clothing, GPS Devices, GPS Watches and Accessories (excluding Golf 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**.

Golfing Event: Whilst **Playing Golf** at a recognised **Golfing Venue** or attending a golfing activity at a **Golfing Venue** as a spectator or guest.

Golfing Venue: A recognised venue which is used for the practice or **Playing Golf**.

Golfing Holiday: A limited pre booked period away from **Your Home** of up to 21 days in any one continuous period beginning at the start of the **Operative Period** for the primary purpose of **Playing Golf** within the **Territorial Limits** as set out in **Your Insurance Schedule**.

Insurance Schedule: **Your** document setting the specific terms, values and endorsements applicable to the cover **You** have chosen.

Home: The address **You** have told us is **Your** principal place of residence including any outbuildings such as garages, sheds and other storage areas. and is set out in the **Insurance Schedule** or the temporary residence when **You** are on a **Golfing Holiday**

Indemnity Value: The market value of the article immediately prior to the loss or damage.

Limits: All sections have limits on the amount **We** will pay under that section.

Please Note: Some sections also include inner limits for example for one item as set out in the **Insurance Schedule**.

Operative Period:The time from when **You** leave **Home**, place of work or education whichever is the later to commence **Your** journey to play golf at a **Golf Venue** or go on a **Golfing Holiday** until **You** return **Home**, place of work or education whichever is the earlier.

Where the **Territorial Limits** defined in **Your Insurance Schedule** is Europe or Worldwide then cover is extended to those locations from when **You** leave **Home**, place of work or education whichever is the later to commence **Your** journey to **Your** overseas destination until **You** return **Home**, place of work or education whichever is the earlier.

Property: Physical items owned or in the charge of person or persons and **Your Personal Possessions and Golf Equipment**.

Period of Insurance: The period during which this **Policy** is effective as shown in **Your Insurance Schedule**.

YOUR DUTIES UNDER THIS POLICY

Personal Possessions: Clothing, baggage, and articles of personal use which are normally carried away from **Home** but not including money, vouchers, credit, debit or store cards. Note there is a single item limit for **Your Personal Possessions** set out on **Your Insurance Schedule**

Playing Golf: Being physically engaged in a continuous round of golf or practice session at a recognized Golfing Venue.

Policy: The policy wording (together with the **Insurance Schedule**) which forms part of the legal contract between **You** and **Us**.

Reasonable Care: **You** are required to take precautions that maintain, repair preserve **Your Golf Equipment** and to conduct **Yourself** with reasonable care to protect **Yourself** and to act as though **You** are not insured.

Salvage: **We** may take and keep possession of **Your Golf Equipment** as part of the settlement of **Your** claim against **Us**. This includes **Your Golf Buggy** if insured by us.

Territorial Limits: The territory shown in **Your Insurance Schedule**.

Depending on the level of cover **You** have chosen and as shown on the **Insurance Schedule** coverage under this policy is extended for golfing trips of up to 21 days duration to the following Geographical areas:

Silver Cover: **You** are only covered in the **United Kingdom**.

Gold Cover: **You** are covered for overseas golfing trips up to 21 days duration in Europe (EU/EEA) and Morocco and Turkey and Egypt and Tunisia.

Platinum Cover: **You** are covered for overseas golfing trips up to 21 days duration **World wide** other than for **Section 1 - Personal Liability** and **Section 2 - Third Party Property Damage** if travelling in the USA and Canada.

PLEASE NOTE: **Optional Section 11 YOUR GOLFBUGGY** is only covered in the **United Kingdom**.

United Kingdom (U.K.): Great Britain and Northern Ireland.

United Kingdom Resident: Means resident in the U.K. for a minimum of 6 months in a 12-month period.

Vehicle(s): Any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal power.

We, Us and Our - Wakam SA the insurer of this **Policy**.

You, Your and Yourself: The person named in the **Insurance Schedule** (and who must be a **United Kingdom Resident**).

THE INSURANCE CLAUSE

If **You** suffer or cause loss or damage **We** will, subject to all the **Limits**, terms and conditions of this **Policy**.

- indemnify **You** against claims made against **You**,
- repair or replace **Your Golf Equipment**,
- pay **You** the benefits set out below or,
- make good losses **You** incur.

1. To be truthful and keep us informed

You must take care to supply accurate and complete answers to all the questions in the declaration **You** made when applying for this **Policy**- and to make sure that all information supplied is true and correct.

The declarations **You** made are to be found in the **Schedule**.

You must also tell **Us** of any changes to the answers **You** have given as soon as possible. Here are some examples of what **We** mean:

- Any changes to **Your** contact information or residency in the **United Kingdom**,
- Any criminal convictions (apart from traffic offences that resulting in penalty points on **Your** driving licence),
- If **You** have had any other insurance declined, cancelled or had special terms imposed.

If **You** do not disclose all relevant information or make a misrepresentation, **We** may have the right to:

- Cancel **Your** policy and refuse to pay any claim or loss and keep the premium **You** have paid, or
- **We** may not pay the claim or loss in full, or
- **We** may revise the premium and/or change any Excess,

2. To prevent loss or damage to Yourself or others

You must take all **Reasonable Care** to prevent accidents, loss or damage. **You** must also keep all the **Property** that is insured under **Your Policy** in a good and well-maintained condition. Please Note this includes ensuring the tyres on **Your Golf Buggy** are regularly checked and replaced when necessary.

3. Provide evidence of loss and proofs of ownership

It is **Your** responsibility to prove any loss or damage to **Your Property** **We** therefore recommend that **You** keep copies of receipts, valuations, photographs, guarantee cards to help **Us** assess with **Your** claim as quickly as possible.

SECTION 1 – PERSONAL LIABILITY

WHAT IS COVERED

We will indemnify **You** while you are on a **Golfing Holiday** or at a **Golf Event** or **Golf Venue** within the **Territorial Limits** for:

2. **Accidental bodily Injury** to another person or persons,
3. Loss or damage for **You** which **You** are legally responsible for **Property** belonging to another person or persons.

Limits and Special Conditions to this Section

1. The **Limits** of what **We** must pay are set out in **Your Schedule** – for the avoidance of doubt this limit includes all legal costs and any other expenses **We** incur on **Your** behalf.
2. If **You** have already a policy of insurance in place that gives indemnity against third party claims, **We** shall only be liable if the limits of that other policy of insurance have been exhausted.

WHAT IS NOT COVERED

Special Exclusions applicable to this Section

1. Liability to any of **Your** employees,
2. Liability to a member of **Your** immediate family (i.e. spouse, children, parents, siblings and their families),
3. Any willful, malicious or unlawful act by **You** or **Your** immediate family (i.e. spouse, children, parents, siblings and their families),

4. Liability where **You** are entitled to indemnity from another more specific policy issued by another insurer.
5. Punitive, exemplary or aggravated damages,
6. Liability arising out of the ownership, possession or use of Vehicles, aircraft or watercraft, other than golf buggies (whether **Your Golf Buggy** or one **You** have hired) at a **Golf Venue**,
7. Any liability that arises from a road traffic accident
8. Liability arising out of the influence of intoxicating liquor or drugs.

SECTION 2 – THIRD PARTY PROPERTY DAMAGE

WHAT IS COVERED

We will indemnify **You** for **Your** legal liabilities for accidental loss or damage to the **Property** belonging to other persons that **You** cause whilst attending a **Golfing Event** or **Golf Venue** or when on a **Golfing Holiday** within the **Territorial Limits** up to the **Limit** stated in the **Insurance Schedule**.

WHAT IS NOT COVERED

Special Exclusions to this Section

1. Liability to any of **Your** employees,
2. Liability to a member of **Your** immediate family (i.e. spouse, children, parents, siblings and their families),
3. Any property belonging to others that is in **Your** care, custody or control,
4. Any claims arising out of the ownership, possession or use of Vehicles, aircraft or watercraft, other than a golf buggy at a **Golf Venue**,
5. Any liability arising out of a road traffic accident
6. Any claims arising out of an **Accident** where **You** were under the influence of intoxicating liquor or drugs.

SECTION 3 – GOLF EQUIPMENT

WHAT IS COVERED

We shall subject to the limits stated in the **Schedule**:

- pay for repair or replacement, or
- issue a voucher,

for **Golf Equipment** owned by **You** that has been:

- stolen,
- lost or,
- suffered **Accidental Damage** or malicious damage, while **You** have been on a **Golfing Holiday**, attending a **Golf Event** or at a **Golf Venue**.

Special Reporting Requirement

If **Your Golf Equipment** has been maliciously damaged or stolen, **You** must report the incident within **36 hours of discovery** (a "Timely Report") to the local police and obtained a police file number UNLESS it was damaged or stolen while in transit with a commercial carrier (eg airline) and a written report is obtained from that carrier.

Note in the case of an airline carrier **You** will need to obtain a Property Irregularity Report (or its equivalent).

The Valuation Basis for Your claim under this section

Subject to the limits in the **Schedule** for the cover **You** have selected **We** shall pay the cost of replacement as new ("new for old") for the lost or damaged article providing:

- the article was not more than 36 months old at the start date of the policy and,
- it was purchased new.

Please Note **You** will be required to provide documentary proof of the age of the article and that it was purchased new. By way of examples the proof that **Our** claims teams will expect are:

- An original sales purchase or till receipt,
- An insurance valuation undertaken prior to any loss or damage,
- A bank or credit card statement showing evidence of purchase.

If **You** cannot provide this proof or if the article was more than 36 months old or was not purchased new at the time, then **We** settle **Your** claim on an **Indemnity Value** basis or the cost of repair whichever the lesser.

Please Note: Any replacement **Golf Equipment** will be supplied from a preferred supplier approved by **Us**.

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

Single Article Limits under this section

There are single article limits on **Your Golf Equipment**. These are shown on **Your Insurance Schedule** and apply in respect of **Golf Equipment** and **Personal Possessions**.

"New for Old" Extension under this Section

If **You** renew this policy with **Us** and **Your Golf Equipment** will be over 36 months old **You** can apply to extend the "New for Old" by paying a small additional premium. **We** will give **You** more details when **We** contact **You** about renewal before this current policy expires.

WHAT IS NOT COVERED

Special Exclusions to this section

We shall not be liable to You for:

1. Any loss, theft or damage to **Golf Equipment** which is hired, loaned or entrusted to **You**,
2. Any damage or loss or theft of **Golf Equipment** which has not been reported to the police within 36 hours of discovery or to the commercial carrier and a written report obtained.
3. Loss or theft of any **Golf Equipment** left unattended unless the loss or theft shows evidence of forcible and violent entry/exit to or from any premises or securely controlled part of a **Golf Venue**.
4. Loss or theft of any **Golf Equipment** left unattended in the open other than in the course of **Playing Golf**.
5. Any theft from an unattended **Vehicle** unless the **Golf Equipment** is kept out of sight in a locked boot or a covered luggage area, the **Vehicle** is securely locked, and any theft is verified by Timely Report to the Police and,
6. Any theft from **Vehicles** left unattended at any time between the hours of 10 pm and 8 am (local time), unless **Your Vehicle** is parked within a secured or monitored car parking area.
7. **Your Golf Equipment** more specifically insured under another Policy.
8. Scratching, denting or any cosmetic change which does not impair the function of the **Golf Equipment**.

SECTION 4 – EQUIPMENT HIRE

WHAT IS COVERED

We will reimburse **You** the cost to temporarily hire **Golf Equipment** of a similar range or quality as the **Golf Equipment** insured under Section 3 subject to the limit stated in the **Schedule** always provided that proof is supplied.

Proof that can be one of the following:

1. An original invoice or till receipt,
2. Bank or credit card statement showing evidence of hire.

WHAT IS NOT COVERED

Special Exclusion to this section

Any claim where there is not a valid claim under Section 3 for loss or damage to **Your Golf Equipment**.

SECTION 5 – PERSONAL ACCIDENT

WHAT IS COVERED

We provide cover if **You** suffer a **Bodily Injury** caused by an **Accident** while **You** are on a **Golf Holiday** or at a **Golfing Venue** in the **Territorial Limits** that solely and directly results in **You**:

1. Accidental death, or
2. Loss of **Your** limbs meaning the permanent physical separation of part of a limb at or above the ankle or wrist, or
3. Permanent blindness meaning the total irrevocable loss of sight in both eyes according to the Snellen Scale, or
4. Partial loss of sight, meaning partial and irrevocable loss of sight in one or both eyes of over 50% of vision according to the Snellen Scale,

Please Note: It is a condition precedent to **Our** liability under this section that **You** or **Your** representatives must inform **Us** of the Accident within 30 days or 90 days if **You** have died.

Special Limitation under this Section

If **You** were over 80 years old at the time of the **Accident**, **Your** estate has no claim for the accidental death benefit.

WHAT IS NOT COVERED

Special Exclusions Under this Section

1. If **You** failed to disclose to **Us** up to the time **You** paid the premium for this **Policy** that **You** were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim,
2. Claims arising directly or indirectly from any activities other than recreational golfing activities,
3. Any willful exposure to risk (other than in an attempt to save human life),
4. Suicide or attempted suicide, intentional self-injury,
5. Claims arising directly or indirectly from the effects of intoxicating liquors or drugs,
6. Any claim arising from medical or surgical treatment unless necessary because of an **Accident** which is covered by this **Policy**.

SECTION 6 – DENTAL TREATMENT

WHAT IS COVERED

If **You** suffer loss or damage to **Your** teeth or dentures that has been directly caused by an **Accident** while at a **Golfing Venue** and require dental treatment to repair that loss or damage, **We** will cover **Your** Dentists' fees and any medical requisites necessary for treatment, up to the limit set out in the **Schedule**.

WHAT IS NOT COVERED

Special Exclusion for this Section

1. Any fees or other costs incurred more than 12 months after the **Accident**,
2. Any condition which originated prior to **You** becoming insured by this **Policy**,
3. Dental injury caused by foodstuffs including foreign bodies in them.

SECTION 7 – HOSPITALISATION

WHAT IS COVERED

If as a direct result of an **Accident** **You** are hospitalised on the advice of a registered medical practitioner for a **Bodily Injury** sustained **Playing Golf** or attending a **Golf Venue**, **We** will pay the sum specified in the **Insurance Schedule** for each day or part of a day that **You** are an in-patient. There is no **Excess** payable by **You** for cover under this section of **Your Policy**.

WHAT IS NOT COVERED

Special Limitation and Exclusions under this Section

The benefit under this section will cease either at the expiry of 25 days or when **You** are first discharged from hospital, whichever shall occur first.

We shall not be liable for:

1. Any self-inflicted injury
2. Any examination for check-up purposes
3. Any condition which originated prior to **You** taking out this **Policy**
4. If **You** are confined to a bed in any institution used as a nursing or convalescent home, a place of rest, a geriatric ward, a psychiatric hospital or care unit, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

SECTION 8 – LOSS OF CLUB SUBSCRIPTION

WHAT IS COVERED

If due to **Bodily Injury** **You** are medically prevented from **Playing Golf** due to an **Accident** covered by this **Policy** for a minimum period of 4 weeks **We** will pay, subject to the **Limit** stated on the **Schedule**, to **Your** golf club the irrecoverable portion of **Your** subscription for the un-used period of your subscription up to the end of the current membership year.

Please Note: This benefit applies to one subscription only. **You** will need to provide evidence from a registered medical practitioner to support this claim.

WHAT IS NOT COVERED

Special Exclusion for this Section

1. If **You** were aware of any medical condition or set of circumstances prior to the **Period of Insurance** that could reasonably be expected to give rise to a claim,
2. For any Claims arising directly or indirectly from **Your** profession, business or trade,
3. Suicide or attempted suicide, intentional self-injury, disinclination to play
4. Claims arising directly or indirectly from the effects of intoxicating liquors or drugs,
5. Any claim arising from illness or medical or surgical treatment (unless rendered necessary by accidental bodily injury which is covered by this insurance).

SECTION 9 – HOLE-IN-ONE

WHAT IS COVERED

We agree to pay any amount up to the **Limit** stated in the **Insurance Schedule** to cover celebratory club house beverage expenses in the event **You** shall achieve a 'hole in one' during the course of playing a round of golf in a medal or club competition at a **Golf Venues** that conforms with the R&A's rules and regulations as amended from time to time.

Only beverage expenses incurred at the **Golf Venue** that hosted the medal or club competition may be claimed and are subject to the limits and terms of this **Policy**.

Special Proof of Claims condition for this section

Claims must be submitted in writing, together with the original itemised cash register receipts to **Us** within 28 days.

WHAT IS NOT COVERED

Special Exclusion to this section

1. Any practice shots,
2. Any hole in one where the hole is shorter than the **Golf Venue's** usual specification,
3. Any claim where the score card is not fully completed, signed and countersigned by the club secretary to the golf course,
4. Any celebration drinks purchased more than 24 hours after the day the hole in one was achieved.

SECTION 10 – TOURNAMENT FEES

WHAT IS COVERED

If **You** are physically unable due to sickness or injury to play golf and **You** therefore have to cancel **Your** participation in a golfing competition for which **You** have paid a fee to play, then, **We** will;

- Provided **You** have made **Your** best efforts to recover the unused fee **We** will pay any portion of the participation fee that is irrecoverable from the event organisers, the trip organisers or Tour operator up to the amount specified in the **Insurance Schedule** in respect of any one claim or in total for any one **Period of Insurance**.

WHAT IS NOT COVERED

Special Exclusions for this section

1. 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,
2. Any pre-existing medical condition at the time of entry into the golfing competition,
3. Any claim submitted without satisfactory written medical evidence,
4. Any claim arising from medical or surgical treatment **You** were aware **You** needed either when **You** paid for the competition or inception of this **Policy**.

OPTIONAL SECTION 11 – YOUR GOLF BUGGY

WHAT IS COVERED

Provided **You** have selected this optional extra cover and paid the premium:

If **Your Golf Buggy** suffers loss, malicious damage or is stolen **We** will, repair or replace it at our discretion with a one of similar age, specification and make provided always that if it was stolen:

1. **Your Golf Buggy** had been in a securely locked parking area within a recognized **Golf Venue** or,
 2. If at **Your Home**, had been in a securely locked garage or out-building,
- AND

3. The Police Report evidences forcible or violent entry to that parking area or garage/outbuilding.

GENERAL CONDITIONS ALL SECTIONS

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract.

Please remember that if **You** do not fully and properly observe these conditions as well as the duties and special conditions set out elsewhere in this **Policy** **Your** claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

1. This **Policy** is limited to the **Period of Insurance** set out in the **Insurance Schedule** and applies during the **Operative Periods** when **You** are: **Playing Golf**, at a **Golfing Event** or taking a **Golfing Holiday**.
2. **You** must exercise reasonable care to prevent an **Accident**, injury, loss or damage and at all times act as if uninsured.
3. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf.
4. 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 **Policy** shall become void and all claims hereunder shall be forfeited
5. If there is any other insurance covering the same claim or would have covered the claim but for the existence of this policy, **We** will not make any payment for **Your** liabilities to any other person or persons until after all cover under that other insurance is exhausted. For all other claims **We** will not pay more than our share of the claim.
6. Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your Home** is situated.

GENERAL EXCLUSIONS ALL SECTIONS

WHAT IS NOT COVERED

The following exclusions apply to the whole of this **Policy**.

There are also specific exclusions in the Sections to which they apply.

1. **We** will not pay any applicable **Excess**.
2. This **Policy** does not provide cover for any **Accidental Damage**, loss or theft or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:
 - a) Anything which occurred before or after the **Period of Insurance**
 - b) Any deliberate, malicious or unlawful act by **You** or at **Your** direction
 - c) Anything which occurs outside of the **Operative Time**
 - d) Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
 - e) Any Loss or damage arising through any gradually operating cause eg wear and tear
 - f) Any loss or damage deliberately caused by or arising from a criminal act caused by **You** and any person living with **You**.
 - g) Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save a human life), **You** being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the psychiatric condition, nervous anxiety, depression or stress related conditions or

complaints arose out of a physical **Accident or Bodily Injury**

- h) Consequence of or in any way involving reckless disregard and/or willful breach of duty of any kind
- i) Any loss or damage arising directly from any failure to properly maintain your **Golf Equipment or Golf Buggy**
- j) Loss or damage caused by decay, wear and tear, moth, vermin, **Your** domestic pets, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
- k) Loss due to confiscation, detention by Customs or other authority
- l) Any claims brought against **You** in the United States of America or Canada or any jurisdiction outside of **Territorial Limits** which **You** have selected on the **Insurance Schedule**.
- m) Any consequence whatsoever which is the direct or indirect result of, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or pandemic.
- n) Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.
- o) Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
- p) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- q) Pressure waves from aircraft or other aerial devices travelling at supersonic speeds. Claims arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants.
- r) We shall not provide cover nor shall they 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 Underwriters 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.

MAKING A CLAIM

In the event **You** need to make a claim, **Our** claims service is provided by Crawford TPA who are the nominated claims handlers. Their contact details are:

Crawford TPA

Telephone: **01908 893977**

Email: GolfInsuranceDirect@crawco.co.uk

Please remember there are special notification obligations for some of the covers these are set out in the sections to which they apply.

You must notify Crawford TPA as follows:

- a. For most losses as soon as reasonably possible but within 14 days of the date of the incident being discovered
- b. Where theft or malicious damage is involved **You** must have:
 - Reported the incident to the Police within 36 hours after discovery and to **Our** claim's handlers within 72 hours and
 - Obtained a Police reference number
- c. Where a claim is made against **You** then **You** must
 - NOT make any acknowledgement or answer to that claim and
 - Inform us immediately by email or telephone
- d. Within 7 days of the date of any loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

CLAIMS CONDITIONS

You will need to comply with the terms and conditions of this **Policy** if **You** do not, a claim may be rejected or payment could be reduced or **Your Policy** might be invalid.

1. If an event giving rise to a claim under this insurance occurs, **You** must:
 - a. take immediate action to minimize the loss, destruction, damage, injury, illness or disease –
 - b. check the section of cover you think you are making **Your** claim under and check if there are any special requirements
 - c. pass every letter, claim, writ, summons and process documents to **Us** immediately upon receipt
2. **We** shall have sole control of all claims procedures and settlements.
3. **We** will be entitled, at **Our** cost, but in **Your** name, to:
 - a. Take legal proceedings for **Our** own benefit in respect of the cost of the claim, damages or otherwise; or
 - b. Take over and conduct the defence or settlement of any claim
4. **You** must NOT make any admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
5. 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 **Your** rights to benefits and claims for loss or damage under this Policy shall be forfeited.
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 more than 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.
7. If **You** are abroad at the time of an incident leading to a claim, **We** will not replace any **Golf Equipment** until **You** return to the **United Kingdom**.
8. **Salvage** – **We** may take and keep possession of **Golf Equipment** insured under Section 3 which is the subject of a claim made by **You** and to treat the **Golf Equipment** as **salvage** and to dispose of them in a reasonable manner. Any proceeds from such salvage belong to **Us** and will be used by **Us** to offset the amount of any claim payment made to **You**. No **Property** may be abandoned to **Us** whether taken possession by **Us** or not.

9. If an event giving rise to a claim under this insurance occurs **You** shall:
- ensure the Police are notified in respect of malicious damage &/or theft incidents as soon as reasonably practicable and in every case within 36 hours of discovery. A crime reference number must also be obtained
 - 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.
 - Where appropriate, 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
10. In the event of claims in respect of Third Party Property Damage:
- You** shall give **Us** every assistance to substantiate that the damage occurred and
 - if there is satisfactory evidence of the damage being **Your** responsibility that settlement shall be considered without legal liability or negligence being proven.

YOUR RIGHT TO CANCEL

If **You** are not happy with **Your Policy** and choose to cancel it within the first 14 days of the purchase or renewal of the policy or the day on which **You** receive **Your Policy** documents, whichever is the later, then **You** will be entitled to a full refund of **Your** premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending.

You must send a signed letter of cancellation via post or send an email to ASUA:

All Seasons Underwriting Agencies Limited
Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex. SS14 3HJ. United Kingdom.
Tel: +44 (0)203 327 0555.
Email: info@asuagroup.co.uk

You may cancel after the 14 days have expired. **We** may provide **You** with a refund of premium of a pro rata premium for the number of days remaining on **Your Policy** always provided **You** have made no claim nor are aware that any loss or claim may be made. There will also be no return of premium where the premium refund due is less than £10.

You must send a signed letter of cancellation via post or send an email.

OUR RIGHT TO CANCEL

We may at any time cancel the **Your Policy** by sending at least 14 days' notice to **You** at **Your** last known email and/or Home. Provided the premium has been paid in full and there is no loss or claim against **You** then **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

If **We** cancel the **Policy**, **You** may be entitled to a proportionate refund of premium. Less an administration cancellation fee of up to £10.

If the reason for cancellation is fraud, **We** shall keep the premium.

DATA PROTECTION NOTICE

Introduction

In the context of the services and products that **We** and its partners provide **You** with, **You** are required to communicate to **Us** **Your** personal data ("personal data" or "data"). This

Privacy Notice is provided to **You** to help **You** better understand how **We** collect, process and protect **Your** personal data.

We are committed to comply with applicable data protection regulations, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as the French Data Protection Law (Loi n°78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés, modifiée) (together the "Data Protection Legislation").

ABOUT US

Wakam is a public limited company, registered with the Paris Trade and Companies Registry under N° 562 117 085. Its head office is located at 120-122 rue Réaumur, 75002 Paris, France.

Categories of personal data collected:

In the course of providing **Our** products and services, **We** may collect and use personal data about **You**, such as:

- Information relating to **Your** identity (last name, first name(s), postal address, telephone number, e-mail address...)
- Policyholder information (insurance policy number, bank account number, payment card details, billing, payment history, etc.)
- Customer complaint and claim information (complaint number, date and reason for loss, call history, loss details, policy reference number and supporting documents)
- Information about the insured services and devices (brand, model, identification number, date of purchase, etc.)

As part of the processing of these data, **We** may collect data relating to offences, convictions and security measures at the time of your subscription to the insurance contract, during the execution of this contract or as part of the dispute management process.

Some of **Our** products may involve the processing of so-called "sensitive" personal data, such as health data. These data will be processed solely for the purpose of fulfilling our commitments to **You** and in strict compliance with the legal provisions applicable to such data.

You can choose whether or not to provide us with this data. **We** may not be able to provide you with specific products or services if **You** do not provide **Us** with certain data.

Why We process Your personal data

Your personal data is used for the following purposes:

- The management of **Your** contract and insurance policy, the execution of contract guarantees (including claims management), customer complaint and dispute management, such processing being necessary for the execution of **Your** contract.
- Risk control and monitoring, which enables **Us** to prevent fraudulent activities and ensure the recovery of sums due and is therefore necessary based on our legitimate interests.
- The elaboration of statistics and actuarial studies, which enables **Us** to improve the offers and services offered and is therefore necessary based on **Our** legitimate interests.
- Preventing insurance fraud and money laundering in order to comply with **Our** legal obligations.

Disclosure of Your personal data

Your personal data may be disclosed to the following third parties:

- To **Our** group companies such as **Our** parent company and its affiliated companies;
- To **Our** service providers and subcontractors, for the purposes of managing and executing **Your** contract;
- To other insurance companies (intermediaries, reinsurers);
- To public authorities, in order to prevent or detect fraud or any other criminal activity and to meet **Our** legal and regulatory obligations.

International transfers of your personal data

We may transfer your personal data outside the United Kingdom, particularly to countries that are not considered to provide a sufficient level of protection according to the European Commission. In order to ensure an adequate level of security, such transfers will be governed by the Standard Contractual Clauses established by the European Commission, or by other appropriate safeguards in accordance with Data Protection Legislation.

Personal data retention period

Your personal data will be kept for the time strictly necessary for the provision of the service and the execution of the contract, and in accordance with **Our** data retention policy. **Your** personal data may also be retained for any additional period required or permitted by applicable legal provisions, including the statute of limitations to which **We** are subject.

Your rights

In accordance with the Data Protection Legislation, **You** have the right to access, rectify, delete, limit, oppose, request data portability, not to be subject to an automated individual decision-making (including profiling), as well as the right to give instructions regarding the use of **Your** personal data posthumously. **Please Note** that the exercise of these rights is however not absolute and is subject to the limitations according to applicable law.

If **You** consider that the processing of **Your** personal data constitutes a violation of the Data Protection Legislation, **You** also have the right to file a complaint with the Commission Nationale d' Informatique et des Libertés, at the following address: CN-L - 3 Place de Fontenay - TSA 807-5 - 75334 PARIS CEDEX 07.

To obtain a copy of **Your** personal data held by **Us**, for more information or to exercise **Your** rights relating to **Your** personal data, please contact **Us** at the address or email address indicated in the section below.

CONTACT US

If **You** have any questions or queries regarding the use of your personal data, or to exercise **Your** rights relating to such personal data, please contact **Our** Data Protection Officer (who will respond to **You** in English) at the following address quoting if possible **Your Policy** Number as set out on the **Insurance Schedule**:

Délégué à la Protection des Données, Wakam, 120-122 rue Réaumur 75002 Paris, France
Or by email to: dpo@wakam.com

RIGHTS OF THIRD PARTIES

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

For **Your** information, the Contracts (Rights of Third Parties)

Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

IF YOU HAVE A COMPLAINT ABOUT A CLAIM

If **Your** complaint is about a claim, **You** should raise this with **Our** claims specialists Crawford TPA. Their contact details are:

Crawford TPA

Telephone: **01908 893977**

Email: GolfInsuranceDirect@crawco.co.uk

Please quote your policy number and claim reference (if applicable) in all correspondence so that your concerns may be dealt with speedily.

What happens next?

If Crawford TPA are not able to resolve **Your** complaint satisfactorily by close of business the 3rd working day following receipt of complaint, they will refer it to their Complaints Manager, who will send **You** an acknowledgement letter within 5 working days. If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Manager by sending an email to GolfInsuranceDirect@crawco.co.uk.

The Complaints Manager will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation. If **You** remain unhappy after eight weeks **Your** complaint remains unresolved, or if after receiving a final response **You** continue to be unhappy with the way the complaint has been dealt with, **You** can raise the issue to the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR Telephone: 0800 0234 567/0300 1239 123
Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service (FOS) is an independent service in the United Kingdom for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk. None of the above will affect your statutory rights.

If You have a Complaint about the Sale or administration of Your Policy

The first step is contact **ASUA**, quoting **Your** policy number (and claim reference, if applicable) in all cases

All Seasons Underwriting Agencies Limited.
Alpi House, Suite 2, East Wing, 2nd Floor, Miles Gray Road, Basildon, Essex. SS14 3HJ. United Kingdom.
Tel: +44 (0)203 327 0555.
Email: info@asuagroup.co.uk

Office open 9 to 5 Mon-Fri
(Not including Public Holidays)

ASUA will undertake to contact **You** within 2 working days following the receipt of the **Your** complaint.

If **ASUA** is not able to resolve the complaint satisfactorily by close of business 4 weeks following receipt of **Your** complaint

or if **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact their Complaints Manager by sending an email to info@asuagroup.co.uk. Their Complaints Manager will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

Your rights to complain to the Financial Ombudsman

If after eight weeks **Your** complaint remains unresolved, or if after receiving a final response, **You** continue to be unhappy with the way your complaint has been dealt with, **You** can raise the issue to the Financial Ombudsman Service at:

**The Financial Ombudsman Service Exchange Tower
London E14 9SR Telephone: 0800 0234 567/0300 1239
123 Email: complaint.info@financial-ombudsman.org.uk**

Please Remember **You** must bring **Your** complaint within 6 months of receiving **Our** final response in this matter.

This does not affect **Your** right to take legal action in the courts.

THE FINANCIAL SERVICE COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the Claim. For this type of insurance 90% of **Your** Claim is covered, without any upper limit. **Further information about**

Compensation scheme arrangements is available at www.fscs.org.uk.