



# **Insurance Booklet**

www.golfcare.co.uk/hio



## Thank you for choosing Golf Care.

Golf Care is a trading name of Ripe Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority. We have tried to make this document easy to read. However, we have still had to 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 uses it will be printed in bold type.

# **GOLF CARE HOLE-IN-ONE INSURANCE**

Effected with Accelerate Underwriting Ltd on behalf of Royal & Sun Alliance Insurance PLC by Ripe Insurance Services Limited, The Royals, Altrincham Road, Manchester M22 4BJ.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this **Policy** shall become void and all claim hereunder shall be forfeited.

# INTRODUCTION

This part of the document provides details of Your **Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The **Policy** wording and schedule make one document and must be read together. Please keep them together.

The contract is based on the information You gave Us when You applied for the insurance.

Your **Policy** is in two parts – this **Policy** wording and the **Insurance Schedule** 

POLICY	SCHEDULE
<ul> <li>Exactly what is covered and what isn't</li> <li>How to make a claim and how We will settle that claim</li> <li>Our obligations to You</li> <li>The terms and conditions You must comply with</li> </ul>	<ul> <li>The sections of the <b>Policy</b> that apply to <b>You</b> and the dates from which cover is in force</li> <li>The various limits and sums insured that apply to <b>Your</b> cover</li> <li>Any special terms that apply to <b>Your Policy</b></li> <li><b>Your</b> Premium</li> <li><b>Your Policy</b> number</li> </ul>

Our part of the contract is that We will provide the cover set out in this Policy wording:

- for those sections which are shown on Your Insurance Schedule;
- for the insurance period set out on the same Insurance Schedule.

Your part of the contract is:

- · You must pay the Premium as shown on Your schedule for each insurance period;
- You must comply with all the terms and conditions set out in this Policy.

If You do not meet Your part of the contract, We may turn down a Claim, increase the Premium or You may find that You do not have any cover.



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# **IMPORTANT FEATURES:**

- Insurance Booklet: You should read this document carefully in conjunction with the Insurance Schedule. It gives details of what is and is not covered by the insurance and the conditions and exclusions of the cover.
- · Conditions and Exclusions: Exclusions and conditions will apply to the whole policy.
- Complaints: This insurance includes a complaints procedure which tells You what steps You can take if You wish to make a complaint.
- 'Cooling Off' Period: This Insurance Booklet contains a 'cooling off period as detailed in Your right to cancel'.

This insurance is governed by the English law, unless You and We have agreed otherwise. If You would like more information, You should ask the person providing the insurance, particularly if You feel the insurance may not meet Your needs.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY. If the insurance does not meet Your requirements please return it within 14 days from receipt of documentation.

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



# **HOW TO MAKE A CLAIM**

All claims must be notified to the Davies Group within 48 hours of occurrence.

Within 30 days of notifying the Davies Group, **You** shall supply, at Your own expense, full details of the claim in writing together with any supporting information, and proofs which **We** may reasonably require.

Do not negotiate, pay or settle, admit or deny any claim without **Our** written permission.

- Telephone: +44 (0)800 112 4069
- Post: Golf Care Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.golfcare@davies-group.com



# DEFINITIONS

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold Type whenever it appears in the **Policy**, **Insurance Schedule** and endorsements.

# Event

Shall mean the event stated in the Insurance Schedule.

## Event Date

Shall mean the dates stated in the Insurance Schedule.

#### **Event Location**

Shall mean the location stated in the Insurance Schedule.

# Insurance Schedule

The insurance schedule issued to You including any endorsements.

#### Policy

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

#### United Kingdom (UK)

England, Scotland, Wales, The Channel Islands, Isle of Man and Northern Ireland.

#### We/Us/Our/Insurer

Royal & Sun Alliance Insurance PLC, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

#### Witness

Shall be non-participants in the **Event**, age 21 or over, of good moral character, appointed by the insured (or in the absence of the insured being present at the **Event**, by the participating group in the **Event** with the prior approval of the insured) and accepted and stated on the **Insurance Schedule**.

# You/Your

The insured person/persons named on the Insurance Schedule who is a United Kingdom resident.



# **SECTION 1 - PRIZE INDEMNITY**

# WHAT IS COVERED:

- 1. We agree to pay up to the sum insured, in the event of a hole in one, on the Event Date and at the Event Location and hole(s) as specified in the Insurance Schedule.
- 2. Where stated in the **Policy** Schedule, the sum insured will be reinstated automatically to its original amount for each and every hole-in-one covered,

# CONDITIONS:

- 1. The hole shall be supervised by a Witness at all times during the Event.
- 2. Only the equipment/ball defined in The Royal & Ancient Golf Club of St Andrews of Scotland (R&A) rule book may be used to participate in the hole-In-one **Event**(s).
- 3. The hole will be measured from teeing ground to the centre of the green, and shall be not less than the specified yardage in the Insurance Schedule.
- 4. Only one shot per player at the stipulated hole is permitted. The number of shots for the whole event is nominated in the **Insurance Schedule**. No practice shots are permitted.
- 5. An insured hole-In-one can only be achieved by an officially registered competitor for the insured **Event**.
- 6. The insured may designate as many holes as desired, the premium will be set accordingly. Only one pre-designated hole may be used for each designated green. On a nine-hole course, it will be conclusively presumed a golfer is competing for the prize the first time he plays the hole, unless otherwise established to Golf Care's satisfaction.
- 7. In the event of a hole-in-one being achieved, the competitor shall not remove the ball from the hole. The witness shall remove the ball, and allow the ball to be retained for inspection.
- 8. Any changes in Event data requires notification to and acceptance by Golf Care at least 1 working day prior to the start of the Event.

# WHAT IS NOT COVERED:

- 1. Any claim where the **Event** is not played in accordance with the rules of golf, as approved by R&A.
- 2. Any act of fraud or dishonesty by You or anyone acting on Your behalf.
- 3. War, invasion, acts of foreign enemies, hostilities (whether or not War has been declared), civil War, rebellion, revolution, insurrection, military or usurped power.
- 4. Any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto, and/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where We allege that by reason of the exclusion any loss is not covered by this insurance the burden of proving that such loss is covered shall be upon You.
- 5. Any claims directly or indirectly caused by or contributed to by:
- a. ionising radiation or radioactive contamination from any nuclear fuel, or from any nuclear waste from burning nuclear fuel or
- b. any radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part pf it.
- 6. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- 7. Claims arising out of, relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind.
- 8. Any claims brought against the You in any country or jurisdiction outside of the United Kingdom.
- 9. Any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# CLAIMS CONDITIONS:

# 1. CLAIM(S) NOTIFICATION

An immediate telephone call must be reported by the insured or the successful competitor(s) to Davies group, or no later than 48 hours after the **Event** has taken place.

# 2. PROOF OF CLAIM(S)

- The Insured will provide the following documentation to Davies Group as proof of the hole-in-one claim(s).
- a. Statement(s) from the successful competitor, Witness(es) or the resident professional golfer to Davies Group who will furnish the claim form.
- b. The original scorecard of the successful competitor(s).
- c. The pairing sheet of the Event, clearly documenting the name(s), the address(es) & phone number(s) of the competitor(s), their amateur or professional

# status. 3. INVESTIGATION

Upon receipt of a claim(s), Davies Group may conduct an investigation requiring the Insured to produce the **Witness**(es), the competitor(s) and/or resident pro, if in the sole opinion of Davies Group such an investigation is warranted by the facts.

# 4. DISPUTED CLAIM(S)

The insured indicated on the **Insurance Schedule** agrees that any dispute hereunder which results in litigation shall be resolved solely and exclusively in an appropriate court in England & Wales. The Insured by executing this application agrees that it is subject to the personal jurisdiction of that court and to that venue as the exclusive one for resolution of disputed claims. In the event a dispute cannot be resolved between the Insured and Golf Care necessitating a final decision, the prevailing party is entitled to recover reasonable legal fees relative to the time expended by counsel.

## 5. AMATEUR STATUS

Should a winning golfer choose not to accept the prize with respect to his/her amateur status the insured will make an equivalent donation to a charity of the winning golfer's choice.



# **IMPORTANT INFORMATION**

# YOUR RIGHT TO CANCEL:

If **You** decide that for any reason, this **Policy** does not meet Your insurance needs then please return it to Golf Care within 14 days of issue. On condition that no claims have been made or are pending or the request is not made on or after the **Event Date** a full refund will be available. Thereafter **You** may cancel the **Policy** at any time by informing Golf Care however no refund of premium will be payable.

# OUR RIGHT TO CANCEL:

We may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. Valid reasons may include but are not limited to:

- 1. Fraud
- 2. Non-payment of premium
- 3. Threatening and abusive behaviour
- 4. Non-compliance with **Policy** terms and conditions

Provided the premium has been paid in full You will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

# **GOVERNING LAW**

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 UK in which Your main residence is situated.

# DATA PROTECTION

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of data protection legislation (including the General Data Protection Regulation from the 25th May 2018), for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. Under the General Data Protection Regulation **You** have a right of access to see personal information about **You** that is held in Our records, whether electronically or manually.

We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area. If this happens, We will ensure that anyone to whom We pass Your information agrees to treat Your information with the same level of protection as if We were dealing with it.



# **COMPLAINTS PROCEDURE**

# OUR COMMITMENT TO CUSTOMER SERVICE

We are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

# HOW TO COMPLAIN

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

If **You** are unhappy with any element of the cover we provide or any aspect of our service or have a cause for complaint, please, in the first instance, contact Golf Care. If **You** are still unhappy after the Golf Care review, then contact:

Subject	Contact
A claim	<ul> <li>Please contact Davies Group Customer Relations:</li> <li>Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN</li> <li>Phone – 01782 339128</li> <li>Details of the Davies Group internal complaint-handling procedures are available on request.</li> </ul>
All other matters	<ul> <li>Please contact the Managing Director at Accelerate Underwriting Ltd:</li> <li>Post - 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB</li> <li>Email - complaints@accelerate-underwriting.com</li> <li>A full copy of Accelerate's complaints procedure will be issued to You when Accelerate provide a written acknowledgment of Your complaint.</li> <li>Alternatively, You can ask Golf Care to refer the matter on for You.</li> </ul>

# **COMPLAINTS PROCESS**

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from Your complaint to proactively improve our service in the future.

Once Your complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date Your complaint is received.

# IF YOU ARE STILL NOT HAPPY

If **You** are still unhappy after our review, or **You** have not received a written offer of resolution within 8 weeks of the date we received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
- Telephone: 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- · Website: www.financial-ombudsman.org.uk

You have six months from the date of Our final response to refer Your complaints to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

# THANK YOU FOR YOUR FEEDBACK

We value **Your** feedback and at the heart of **Our** brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

# THE FINANCIAL SERVICES 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, and on 020 7741 4100, or 0800 678 1100.

Accelerate Underwriting Limited is an Appointed Representative of Resolution Underwriting Partnership Limited, who are authorised and regulated by the Financial Conduct Authority (FRN 308113) in respect of general insurance business and is registered in England No. 05104119. Registered Office: Number One, 1 Vicarage Lane, Stratford, London, E15 4HF.

Calls may be monitored and recorded for quality assurance purposes.





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