



**Golf Care**  
**HOLE IN ONE**  
**PRIZE INSURANCE**



Insurance Booklet

[www.golfcare.co.uk/hio](http://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 used it will be printed in bold type.

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

Effected with Aviva Insurance Limited (Registered in Scotland No. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.) 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**

<b>POLICY</b>	<b>SCHEDULE</b>
<ul style="list-style-type: none"><li>• Exactly what is covered and what isn't</li><li>• How to make a claim and how <b>We</b> will settle that claim</li><li>• <b>Our</b> obligations to <b>You</b></li><li>• The terms and conditions <b>You</b> must comply with</li></ul>	<ul style="list-style-type: none"><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**

Calls to this number are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored

- Post: Golf Care Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: [newclaim.golfcare@davies-group.com](mailto:newclaim.golfcare@davies-group.com)



## IMPORTANT INFORMATION

### CONSUMER INSURANCE ACT 2012

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as reasonably possible but no later than 14 days. Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

### KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **You**. It is important **You** let us know as soon as reasonably possible but no later than 14 days of changes that affect what **You** have told **Us**.

If **You** fail to disclose all relevant information or make a misrepresentation, **We** may void the **Policy** or reduce the value of any claim payment.

### 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 the insurance document by sending 14 days notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this policy booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this policy booklet.

If **We** cancel the policy **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

### 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.

### CUSTOMERS WITH DISABILITIES

This policy and other associated documentation are also available in large print. If **You** require this please contact Golf Care.

### USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.



## 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 of 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.



## 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.

### 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 have taken a product out with us online or by telephone, you can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.

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](http://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](http://www.fscs.org.uk), and on 020 7741 4100, or 0800 678 1100.



## DATA PROTECTION – PRIVACY NOTICE

The below information is how **We** deal with Your data protection as Your insurer. For further information on how Your broker handles Your data please refer the terms of business and privacy policy issued by them.

### PERSONAL INFORMATION

**We** collect and use personal information about You so that **We** can provide You with a policy that suits Your insurance needs. This notice explains the most important aspects of how **We** use Your information but You can get more information about the terms **We** use and view Our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy). **We** are the data controller responsible for this personal information as the insurer of the product. Additional controllers include your broker who are responsible for the sale and distribution of the product, and any applicable reinsurers.

### PERSONAL INFORMATION WE COLLECT AND HOW WE USE IT

**We** will use personal information collected from You and obtained from other sources:

- to provide You with insurance: **We** need this to decide if **We** can offer insurance to You and if so on what terms and also to administer Your policy, handle any claims and manage any renewal.
- to support legitimate interests that **We** have as a business. **We** need this to:
- manage arrangements **We** have with Our insurers, reinsurers and brokers **We** use, and for the detection and prevention of fraud,
- help Us better understand Our customers and improve Our customer engagement. This includes profiling and customer analytics which allows Us to make certain predictions and assumptions about Your interests, make correlations about Our customers to improve Our products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: **We** need this to meet compliance requirements with Our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example **We** may need to use personal information to carry out anti-money laundering checks.

The personal information **We** collect and use will include name, address, date of birth and financial information. If a claim is made **We** will also collect personal information about the claim from You and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of You. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. **We'll** ensure that **We** only use that information where **We** need to for Our insurance purposes (including assessing the terms of Your insurance contract, dealing with changes to Your policy and/or dealing with claims).

There may be times when **We** need consent to use personal information for a specific reason. If this happens **We** will make this clear to You at the time. If You give Us consent to using personal information, You are free to withdraw this at any time by contacting Us – refer to the “Contacting Us” details below. Please note that if consent to use this information is withdrawn **We** will not be able to continue to process the information You gave Us for this/these purposes(s). This would not affect Our use of the information where consent is not required.

Of course, You don't have to provide Us with any personal information, but if You don't provide the information **We** need **We** may not be able to proceed with Your application or any claim You make.

Some of the information **We** use as part of this application may be provided to Us by a third party. This may include information already held about You within the Aviva group, including details from previous quotes and claims, information **We** obtain from publicly available records, Our trusted third parties and from industry databases, including fraud prevention agencies and databases.

### CREDIT REFERENCE AGENCY SEARCHES

To ensure the **We** have the necessary facts to assess Your insurance risk, verify Your identity, help prevent fraud and provide You with Our best premium and payment options, **We** may need to obtain information relating to You at quotation, renewal and in certain circumstances where policy amendments are requested. **We** or Our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of Our Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

### AUTOMATED DECISION MAKING

**We** carry out automated decision making to decide whether **We** can provide insurance to You and on what terms. In particular, **We** use an automated underwriting engine to process the personal information You provide as part of this application process. This will include Your age and the level of cover You choose. **We** do this to calculate the insurance risk and how much the cover will cost You. Without this information **We** are unable to provide a price that is relevant to Your individual circumstances and needs. **We** regularly check the way Our underwriting engine works to ensure **We** are being fair to Our customers. After the automatic decision has been made, You have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If You wish to invoke this right please contact Us at [dataprt@aviva.com](mailto:dataprt@aviva.com).

### HOW WE SHARE YOUR PERSONAL INFORMATION WITH OTHERS

**We** may share Your personal information:

- with the Aviva group, Our agents and third parties who provide services to Us, and Your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help Us administer Our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if **We** are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with Our brokers who arrange and manage such reinsurance and insurance arrangements. They will use Your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep Your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations **We** share information with may be located outside of the European Economic Area (“EEA”). **We'll** always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect Your privacy rights. For more information on this please see Our Privacy Policy or contact Us.

### HOW LONG WE KEEP YOUR PERSONAL INFORMATION FOR

**We** maintain a retention policy to ensure **We** only keep personal information for as long as **We** reasonably need it for the purposes explained in this notice. **We** need to keep information for the period necessary to administer Your insurance and deal with claims and queries on Your policy. **We** may also need to keep information after Our relationship with You has ended, for example to ensure **We** have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where **We** are required to do so for legal, regulatory or tax purposes.



## **YOUR RIGHTS**

You have various rights in relation to Your personal information, including the right to request access to Your personal information, correct any mistakes on Our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on You, and data portability. For more details in relation to Your rights, including how to exercise them, please see Our full privacy policy or contact Us – refer to the “Contacting Us” details below.

## **CONTACTING US**

If You have any questions about how **We** use personal information, or if You want to exercise Your rights stated above, please contact Our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If You have a complaint or concern about how **We** use Your personal information, please contact Us in the first instance and **We** will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.



Registered Office: The Royals, Altrincham Road, Manchester M22 4BJ

Tel: +44 (0)800 158 5515

email: [admin@golfcare.co.uk](mailto:admin@golfcare.co.uk)

[www.golfcare.co.uk/hio](http://www.golfcare.co.uk/hio)

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