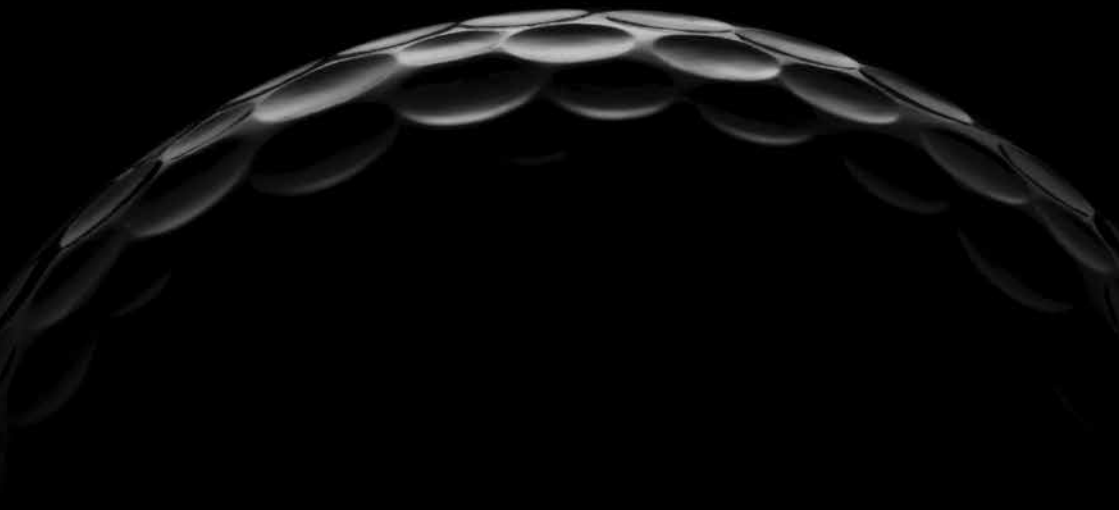




# INSURANCE BOOKLET



## Thank you for choosing The Golfers Club.

The Golfers Club is a trading name of The Golfers Club UK Ltd 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.

# THE GOLFERS CLUB POLICY WORDING

## NAME OF THE UNDERWRITER

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.)

If **You** 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.

**We** must draw **Your** attention to a number of important features of this insurance:

- 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 **Insurance 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 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 Insurance 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:** Conditions and exclusions will apply to individual sections of the insurance while general exclusions and conditions will apply to the whole insurance
- **Limits:** All sections have limits on the amount **We** will pay under that section. Some sections also include inner limits for example for one item
- **Excesses:** Claims under certain sections will be subject to an **Excess**. Where there is an **Excess**, **You** will be responsible for paying the first part of a claim
- **Reasonable Care:** **You** are required to take reasonable care to protect yourself and **Your Golf Equipment** and to act as though **You** are not insured
- **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'

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**.

## CLAIMS

### OUR CLAIMS DEPARTMENT

In the event **You** need to make a claim, **Our** claims service is provided by Davies Group who are **Our** nominated claims handlers.

### HOW TO MAKE A CLAIM

If an event giving rise to a claim under this insurance occurs **You** shall:

1. Notify Davies Group as stated in 'How to make a claim' as follows:
  - a. As soon as reasonably possible and within 30 days of the date of the incident being discovered
  - b. Within 7 days of the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

Give details of **Your** claim by either:

- **Telephone:** +44 (0)333 400 9476
- **Post:** The Golfers Club Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- **Email:** newclaim.thegolfersclub@davies-group.com

No claim shall be payable unless the terms of this condition have been complied with.

### CLAIMS CONTROL

1. If an event giving rise to a claim under this insurance occurs **You** shall:
  - a. take immediate action to minimise the loss, destruction, damage, injury, illness or disease
  - b. pass every letter claim writ summons and process 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. No 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 benefit under this insurance shall be forfeited.
6. No property may be abandoned to **Us** whether taken possession by them or not.
7. **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 in excess of 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.
8. 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**.

## CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid.

1. If an event giving rise to a claim under this insurance occurs **You** shall:
  - a. ensure the Police are notified in respect of malicious damage &/or theft incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained
  - b. 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
  - c. 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
2. In the event of claims in respect of Third Party Property Damage:
  - a. **You** shall substantiate that the damage occurred
  - b. The claim shall be presented in the first instance to the third party's own insurers with a request that payment shall be made under any other insurance which may be in operation. If no such insurance shall be in force or if such request be refused, **You** must obtain written confirmation of such from the third party and submit it with full information to **Us**
  - c. There is satisfactory evidence of the damage being **Your** responsibility and that settlement shall be considered without legal liability or negligence being proven

## 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.

### STATEMENT OF DEMANDS AND NEEDS

This policy meets the demands and needs of a golfer who requires insurances for:

- Golf Equipment, and/or
- Personal Liability, and/or
- Third Party Property Damage, and/or
- Equipment Hire, and/or
- Personal Accident, Dental Treatment, Hospitalisation and/or

- Loss of Club Subscription and/or
- Hole in One

as detailed in this Insurance Booklet.

## KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **You**.

**You** must tell us immediately about the following changes:

- Any changes to the levels of cover **You** require
- Any changes to **Your** contact information
- Any criminal convictions or if **You** have had any other insurance declined, cancelled or had special terms imposed

If **You** fail to disclose all relevant information or makes a misrepresentation, **We** may:

- Cancel **Your** policy and refuse to pay any claim, or
- **We** may not pay the claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of cover may be affected

## YOUR RIGHT TO CANCEL

If **You** are not entirely satisfied with **Your** policy, **You** have 14 days from the purchase or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the later to cancel **Your** policy and a full refund will be available, on condition that no claims have been made or are pending. **You** must send a signed letter of cancellation via post or fax, or send an email. If **You** have spoken to **Us** to arrange **Your** policy, **We** may deduct an administration fee of up to £10 but this charge will not be made if **You** have arranged **Your** policy online without speaking to **Us**.

If any gifts or promotional vouchers have been provided with **Your** policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed. This does not affect **Your** statutory rights.

**You** may cancel after the 14 days have expired. **You** must send a signed letter of cancellation via post or fax, or send an email.

The duration of our memberships are fixed and premiums are paid on inception. Pro-rata refunds are not available should **You** wish to cancel during the term of the membership.

## OUR RIGHT TO CANCEL

**We** may at any time cancel any 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.

## FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **We** may at any time:

1. Share information about **You** with other organisations and public bodies including the police;
2. Check and/or file your details with fraud prevention agencies and databases, and if **You** give false or inaccurate information and **We** suspect fraud, **We** will record this. **We** can supply on request further details of the databases **We** access or contribute to. If **You** require further details please contact **Us** at:

Policy Investigation Unit, Aviva,  
Cruan Business Centre,  
Westerhill Business Park,  
123 Westerhill Road,  
Bishopbriggs,  
Glasgow,  
G64 2QR  
Telephone 0345 300 0597.  
Email: PIUUKDI@AVIVA.COM

**We** and other organisations may also search these agencies and databases to:

1. Help make decisions about the provision and administration of insurance and related services for **You**
  2. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies; and
- Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity.

## TELEPHONE CHARGES

Calls 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.

## REINSTATEMENT OF THE SUM INSURED

In the event of partial loss, theft or damage to the property insured the sum insured will be automatically reinstated from the date of the damage unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the sum insured **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date.

## CUSTOMERS WITH DISABILITIES

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

## 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.

### Accident

An external, sudden, unexpected, unusual specific event occurring at a definable time and place

### Accidental Damage

Damage caused accidentally by violent and external means, including vandalism

### Bodily Injury

Injury to the body caused by accidental, violent, visible and external means

### Excess

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

### Golf Equipment

Clubs, Balls, Bags, Trolleys, Clothing, GPS Devices, GPS Watches and Accessories (excluding 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 or practicing golf at a recognised **Golfing Venue** or attending a golfing activity as a spectator or guest

### Golfing Venue

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

### Hotel Golfing Break

A pre booked period away from **Your Residence** for the primary purpose of **Playing Golf** which includes overnight hotel accommodation, but always within the **Territorial Limits** defined in **Your Insurance Schedule**

### Insurance Schedule

Sets out the specific terms, values and endorsements applicable to the cover and should be read together with the **Policy**

### Indemnity Value

The value of the article immediately prior to the loss or damage

### Operative Time

**Your** cover is operative only during the following times. Losses occurring outside of these times will not be covered

1. From the time **You** leave **Your** normal or temporary **Residence**, place of work or education, whichever the later, to commence **Your** journey to, whilst travelling to, during or travelling from a **Golfing Event**, until returning to **Your** normal or temporary **Residence**, place of work or education after the **Golfing Event**, whichever the earlier, but always within the **Territorial Limits** defined in **Your Insurance Schedule**
2. From the time **You** leave **Your** normal or temporary **Residence**, place of work or education whichever the later, whilst on a **Hotel Golfing Break**, until returning to **Your** normal or temporary **Residence**, place of work or education after the **Hotel Golfing Break**, whichever the earlier

In respect of Section 3 only cover is applicable for the continuous duration of the **Period of Insurance**.

### Period of Insurance

The period effective as detailed in **Your Insurance Schedule**

### Personal Possessions

Clothing, baggage, and articles of personal use, but not including money, credit, debit or store cards which are normally carried away from the home

### Playing Golf

Being physically engaged in a continuous round of golf or practice session at a recognised **Golfing Venue**

### Policy

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

### Residence

**Your** normal or temporary residence including any outbuildings such as garages, sheds and other storage areas



#### Territorial Limits

The territory detailed in **Your Insurance Schedule**

#### United Kingdom (UK)

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

#### 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

Aviva Insurance Limited

#### You and Your

The person named in the **Insurance Schedule**

## SECTION 1 - PERSONAL LIABILITY

Provides indemnity for third party **Bodily Injury** and third party property damage.

### WHAT IS COVERED

We will indemnify **You** up to the limit stated in the **Insurance Schedule** (which is inclusive of all costs and expenses) against legal liability for accidental:

1. **Bodily injury** to any third parties
2. Damage to property belonging to others

arising from an **Accident**, occurring from **Your** use or ownership of **Golf Equipment**, during the **Operative Time** and within the **Territorial Limits**.

### WHAT IS NOT COVERED

1. Liability to any of **Your** employees
2. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
3. Any property belonging to **You** or in **Your** care, custody or control
4. Any wilful, malicious or unlawful act
5. Liability where **You** are entitled to indemnity from another more specific source
6. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
7. Punitive, exemplary or aggravated damages
8. Liability arising out of the ownership or use of land or buildings, animals, firearms or weapons
9. Liability directly or indirectly resulting from the pursuit of trade, business or profession
10. Liability arising out of the ownership, possession or use of **Vehicles**, aircraft or watercraft, other than motorised golf buggies
11. Liability arising out of the influence of intoxicating liquor or drugs
12. Any liability not involving the use of **Golf Equipment**

## SECTION 2 - THIRD PARTY PROPERTY DAMAGE

Provides indemnity for accidental third party property damage.

### WHAT IS COVERED

Loss or damage to the property of others that **You** may accidentally cause whilst attending a **Golfing Event** within the **Territorial Limits** up to the limit stated in the **Insurance Schedule**.

### WHAT IS NOT COVERED

1. Liability to any of **Your** employees
2. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
3. Negligence or any legal liability
4. Any property belonging to **You** or in **Your** care, custody or control
5. Any wilful, malicious or unlawful act
6. Any claims arising out of the ownership or use of land or buildings, animals, firearms or weapons
7. Any claims directly or indirectly resulting from the pursuit of trade, business or profession
8. Any claims arising out of the ownership, possession or use of **Vehicles**, aircraft or watercraft, other than motorised golf buggies
9. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement

## SECTION 3 - GOLF EQUIPMENT

Provides cover for theft, loss or damage to **Golf Equipment**.

### WHAT IS COVERED

**We** agree to pay for repair or replacement, or issue a voucher, up to the limit stated in your **Insurance Schedule**, of **Golf Equipment** owned by **You** that has been stolen, lost or sustained **Accidental Damage** or malicious damage.

**We** will pay the cost of replacement as new for the lost or damaged article providing the article was purchased new at the time. Proof will be required which can be one of the following:

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

Where proof cannot be provided or was not purchased new at the time, then **We** will deal with the claim on an **Indemnity Value** basis or cost of repair whichever the lesser. Any replacement **Golf Equipment** will be supplied from a preferred supplier approved by **Us**.

If the article is proven to be 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.

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Any loss, theft or damage to equipment which is hired, loaned or entrusted to **You**
3. Any loss from malicious damage &/or theft, not reported to the Police within 24 hours of discovery and a crime reference number obtained
4. Any damage or loss or theft of **Golf Equipment** in transit which has not been:
  - a. reported to the carrier
    - i. a written report obtained or
    - ii. in the case of an airline a property irregularity report will be required
  - b. submitted to the carrier and a refusal to indemnify received

5. 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, security controlled club house, changing room or any securely locked locker or other similar place of storage
6. Loss or theft of any **Golf Equipment** left unattended in the open other than in the course of **Playing Golf**
7. 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 a Police Report
8. Business samples, goods, tools of trade
9. **Golf Equipment** more specifically insured elsewhere

## SECTION 4 – EQUIPMENT HIRE

Provides indemnity for hire of **Golf Equipment** following a loss under Section 3 (**Golf Equipment**).

### WHAT IS COVERED

In the event of loss of or damage to the **Golf Equipment** insured under Section 3 **We** will pay to **You** the cost of temporary hire of equipment up to the limit stated in the **Insurance Schedule** provided always that such equipment hired shall be of a comparable kind to and not substantially better than that lost or damaged.

Provided that proof is supplied that can be one of the following:

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

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Any claim where there is not a valid claim under Section 3 for loss or damage to **Golf Equipment**

## SECTION 5 - PERSONAL ACCIDENT

Provides cover for accidental death, loss of limbs, permanent loss of sight, partial loss of sight, and permanent total disability.

### DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

#### BODILY INJURY

Identifiable physical injury to **Your** body.

### WHAT IS COVERED

If **You** sustain BODILY INJURY caused by an **Accident** whilst **Playing Golf** or attending a **Golfing Event** within the **Territorial Limits**, which shall solely and independently of any other cause within 180 days from the date of the **Accident** result in:

1. **Your** Death
2. Loss of one or more of **Your** limbs by physical separation at or above the wrist or ankle
3. The total irrecoverable loss of sight of both eyes as measured by the Snellen scale
4. The total irrecoverable loss of sight of one eye or the partial irrecoverable loss of sight of one or both eyes as measured by the Snellen scale. Partial irrecoverable loss of sight shall be deemed to be the loss of 50% or more of vision of one eye
5. Permanent total disablement that prevents **You** from engaging in any occupation

Then **We** shall pay to **You** or **Your** heirs and executors the amount stated in the **Insurance Schedule**.

Note: For persons under 18 years of age the death benefit is limited to £1,000.

For persons aged 80 and over benefits (1), (2), (3) and (4) are limited to £5,000 and there is no cover under (5). We shall not pay for more than one lump sum benefit under this Section.

### WHAT IS NOT COVERED

1. Any claim where at the time of taking out this insurance **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 wilful exposure to risk (other than in an attempt to save human life)
4. Claims arising directly or indirectly from any manual work in connection with a profession, business or trade, or flying (except whilst travelling as a passenger in a fully licensed multi-engined passenger carrying aircraft)
5. Suicide or attempted suicide, intentional self-injury
6. Claims arising directly or indirectly from the effects of intoxicating liquors or drugs
7. Any pre-existing defect, infirmity, sickness or disease at the time of the **Accident**
8. Any claim arising from medical or surgical treatment (unless rendered necessary by accidental **BODILY INJURY** which is covered by this insurance)

### CONDITIONS

1. Payment of permanent disability benefit shall be made on certification by a medical referee that **You** are totally disabled from engaging in any gainful occupation for 12 months and at the end of that time **You** are beyond hope of improvement

## SECTION 6 – DENTAL TREATMENT

Provides cover in respect of accidental dental injury.

### WHAT IS COVERED

We will pay **You** the amount of dental, surgical, and specialist's fees, hospital, surgical and medical requisites, up to but not exceeding in all the sum insured shown in the **Insurance Schedule** in respect of any dental injury caused by an **Accident** whilst **Playing Golf** or attending a **Golfing Event** within the **Territorial Limits** (hereinafter referred to as dental injury). Expenses shall only be those necessarily and reasonably incurred within 12 months of the date of dental injury.

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Self-inflicted injury
3. Claims arising directly or indirectly from any activities other than recreational golfing activities
4. Cosmetic or plastic surgery unless necessitated by a dental injury occurring whilst Insured
5. Examinations, X-rays, extractions, fillings and general dental care except as a result of dental injury
6. Examination for check-up purposes not incidental to the dental injury
7. Any condition which originated prior to **You** becoming insured by this insurance
8. Damage to dentures, bridges or other forms of dental prosthetics unless caused by a dental injury
9. Normal wear and tear
10. Dental injury caused by foodstuffs including foreign bodies therein
11. Dental injury which is not apparent within 7 days of the date of **Accident**

## SECTION 7 - HOSPITALISATION

Provides a benefit in respect of hospitalisation up to the limit defined in **Your Insurance Schedule**.

### DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

#### BODILY INJURY

Identifiable physical injury to **Your** body.

### WHAT IS COVERED

We will pay the amount shown in the **Insurance Schedule** if as a result of having sustained BODILY INJURY caused by an **Accident** whilst **Playing Golf** or attending a **Golfing Event** within the **Territorial Limits**. **You** as the insured person are admitted to hospital as an in-patient for a period of not less than 24 hours on the recommendation of a medical practitioner or an appropriate doctor attached to the hospital. The benefit will cease either at the expiry of 25 days or when the insured person is discharged from hospital, whichever shall occur first.

The Maximum amount payable per day is as defined in **Your Insurance Schedule**.

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Any self-inflicted injury
3. Any examination for check-up purposes
4. Any condition which originated prior to **You** becoming insured by this insurance
5. 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 mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts

## SECTION 8 – LOSS OF CLUB SUBSCRIPTION

Provides reimbursement of unused golf club subscription.

### WHAT IS COVERED

Where **You** have paid an annual amount for **Your** golf club membership subscription and **You** have become disabled from **Playing Golf** during the **Operative Time** due to an **Accident**, **We** will pay to **Your** golf club the monetary value of the unused and irrecoverable portion of **Your** subscription for the remaining period to the end of the current membership year, up to the sum insured stated in the **Insurance Schedule**. This benefit applies to one subscription only.

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. 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
3. Claims arising directly or indirectly from any activities other than recreational golfing activities
4. Any wilful exposure to risk (other than in an attempt to save human life)
5. Claims arising directly or indirectly from any manual work in connection with a profession, business or trade, or flying (except whilst travelling as a passenger in a fully licensed multi-engined passenger carrying aircraft)
6. Suicide or attempted suicide, intentional self-injury
7. Claims arising directly or indirectly from the effects of intoxicating liquors or drugs
8. Accidents arising directly or indirectly from motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle
9. Any claim arising from medical or surgical treatment (unless rendered necessary by accidental BODILY INJURY which is covered by this insurance)

## SECTION 9 - HOLE IN ONE

Provides indemnity for celebratory club house beverage expenses in the event of a hole in one whilst playing a club competition.

### 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.

### WHAT IS NOT COVERED

1. Any hole in one claim unless during 18 hole medal or club competitions which conforms with the rules and regulations laid down by the R & A
2. Any practice shots
3. Any hole in one where the hole is shorter than the club specification
4. Any claim where the score card is not fully completed, signed and countersigned by the club secretary

### CONDITIONS

1. Claims must be submitted in writing, together with the original itemised cash register receipts to **Us** within 28 days. Receipts must be those incurred on the day of achievement and only from the club premises

## GENERAL CONDITIONS

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

1. **You** must exercise reasonable care to prevent **Accident**, injury, loss or damage and at all times act as if uninsured
2. The due observance and fulfilment of all terms and conditions of this insurance by **You**, or anyone acting on **Your** behalf insofar as they relate to anything to be done or complied with by **You** or anyone acting on **Your** behalf shall be a condition precedent to **Our** liability to make any payment under this insurance
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 insurance 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 under Public Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than **Our** share of the claim, even if the other insurer refuses the claim.

#### Important note

This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

## GENERAL EXCLUSIONS

The following exclusions apply to the whole of this **Policy**. Any other exclusions are shown in the Sections to which they apply.

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:

1. Anything which occurred before the **Period of Insurance**
2. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
3. War

Any consequence whatsoever which is the direct or indirect result of any of the following, 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.

4. Terrorism

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.

Terrorism is defined as any act or acts including, but not limited to:

- a. the use or threat of force and/or violence and/or
- b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

5. Other Actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

any action taken in controlling, preventing, suppressing or in any way relating to 3) War or 4) Terrorism above.

6. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
7. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
8. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
9. Any loss or damage:
  - a. deliberately caused by; or
  - b. arising from a criminal act caused by;

**You** or any other person living with **You**.

10. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save 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 mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical **Accident** or **Bodily Injury**)
11. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
12. Any claims brought against **You** in any country or jurisdiction outside of the **United Kingdom**
13. 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 into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this insurance
14. Loss or damage caused by decay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
15. Loss due to confiscation, detention by customs or other authority

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

**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.

# SCHEDULE ENDORSEMENTS

The following cover endorsements are only operative if noted in the Insurance Schedule:

## TGC1 - GOLFING BUGGY - CLUB

It is hereby noted that the **Operative Time** as defined in **Your Policy** is extended to include at any time any damage or loss or theft of Golfing Buggies stored in a securely locked building or compound at a recognised **Golfing Venue** subject to the building or compound showing evidence of forcible and violent entry.

For the purpose of this insurance, a compound is defined a fully enclosed area surrounded by a continuous fence or wall, in which entry and exit can only be made through a securely locked entryway.

## TGC2 - GOLFING BUGGY - HOME & CLUB

It is hereby noted that the **Operative Time** as defined in **Your Policy** is extended to include at any time any damage or loss or theft of Golfing Buggies stored in a securely locked building, garage or compound subject to the building, garage or compound showing evidence of forcible and violent entry.

For the purpose of this insurance, a compound is defined a fully enclosed area surrounded by a continuous fence or wall, in which entry and exit can only be made through a securely locked entryway.

# 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, contact:

| Subject           | Contact   |
|-------------------|---|
| A claim           | Please contact Davies Group Customer Relations: <ul style="list-style-type: none"><li>• Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN</li><li>• Phone – 01782 339128</li></ul> Details of the Davies Group internal complaint-handling procedures are available on request. |
| All other matters | Please contact The Golfers Club: <ul style="list-style-type: none"><li>• Email – <a href="mailto:complaints@ripeinsurance.co.uk">complaints@ripeinsurance.co.uk</a></li><li>• Post – The Golfers Club, The Royals 353 Altrincham Road, Manchester, M22 4BJ</li><li>• Phone – 0333 400 9144</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 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, South Quay Plaza. 183 Marsh Wall, 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.

**The Golfers Club® UK Limited**  
Head Office: The Royals, Altrincham Road, Manchester M22 4BJ

Freephone: 0333 400 9144

Email: [admin@thegolfersclub.co.uk](mailto:admin@thegolfersclub.co.uk)

[www.thegolfersclub.co.uk](http://www.thegolfersclub.co.uk)

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