

## **Members' and Visitors' Insurance**

**Seascale Golf Club is pleased to announce that as from the 1<sup>st</sup> January 2015 all paid up members now have insurance cover arranged through *Golf Care* and underwritten by *Lloyds* for Personal Liability and Third Party Property Damage caused by them whilst playing golf at our Club and at any club in the UK . Also, those lucky enough to score a Hole-in-one in a club competition may claim their bar bill through the scheme up to a value of £100. The Personal Liability and Third Party Property Damage cover also extends to Visitors.**

**As always there are of course terms and conditions so please read the attached policy summary to ensure you understand both what is covered and the claims procedures. It is imperative that any claim is reported within 14 days so we are asking, should you believe a claim is necessary, that you contact the Secretary as soon as possible following the incident / hole-in-one to allow us time to help you submit the relevant paperwork on time.**

**If you know or suspect that your wayward ball has or might have caused damage to third party property please ensure that it is reported to the bar staff as soon as you complete your round. Don't just walk away or let your partner walk away – take responsibility.**

**Secretary**

## **Excerpts from Golf Care Insurance Booklet**

### **TYPE OF INSURANCE AND COVER**

This Insurance can provide cover for the following. Please refer to your Insurance Schedule for details of the cover applicable to you as the insured person:

**Section 1.** Personal Liability (up to £10m)

**Section 2.** Third Party Property Damage (up to £15,000)

**Section 9.** 'Hole In One' up to £100 bar bill for hole in one in a club competition.

### **FEATURES AND BENEFITS**

**Section 1.** Provides indemnity for Third Party Bodily Injury and Third Party Property Damage up to the limit defined in your Insurance Schedule.

**Section 2.** Provides indemnity for Accidental Third Party Property Damage up to the limit defined in your Insurance Schedule.

**Section 9.** Provides indemnity for celebratory Club House beverage expenses in the event of a Hole in One whilst playing a club competition up to the limit defined in your Insurance Schedule.

### **KEY EXCLUSIONS OR LIMITATIONS**

**a)** Cover applies only whilst Playing Golf or participating in a Golf Event including travelling to and from any such Golf venue. This is the Operative Time, more fully described elsewhere in this Insurance Booklet.

**b)** Cover shall apply as defined under Territorial Limits in your Insurance Schedule, but only in respect of claims brought against you in the United Kingdom.

**c)** Cover is only available to individuals who are nonprofessional Golfers and resident in the United Kingdom.

**d)** Reduced benefits apply for persons aged under 18 and over 80 under Section 5.

**e)** Section 1 shall not cover any claims brought against you where United Kingdom jurisdiction does not apply.

**f)** Section 1 shall not cover bodily injury to your employees or members of your family.

**g)** Section 1 shall not cover ownership, possession or use of vehicles, aircraft or watercraft, other than motorised Golf buggies.

**h)** The Sum Insured in respect of Sections 1 and 2 shall be inclusive of defence costs.

**s)** Sections 1, 5, 6, 7 and 8 require bodily injury to occur as a result of Playing Golf.

**t)** No admission, offer, promise, payment, or indemnity shall be made or given by you under Sections 1 and 2 without our consent.

v) Any circumstances that may give rise to a claim under Sections 1, 2 and 8 must be reported immediately.

x) A 'Hole in One' must arise from competition golf, be verified by the Club Secretary and be notified by way of a completed claim form with original itemised receipts received by insurers within 28 days of the achievement.

y) Sections 1 to 9 may be subject to time limitations when reporting an incident or submitting a claim form. These are stated in 'How to Make a Claim'.

## **MAKING A CLAIM**

Should you wish to make a claim under this insurance please contact: Golf Insurance Claims Department, Woodgate & Clark Loss Adjusters, The Red House, King Street, West Malling, Kent ME19 6QT. Telephone (local rate): +44 (0)844 875 1562, Fax: +44 (0)844 875 1563 or Email: [golfclaims@woodgate-clark.co.uk](mailto:golfclaims@woodgate-clark.co.uk).

## **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, Exclusions and Warranties:** Conditions and exclusions will apply to individual sections of the Insurance while general exclusions, conditions and warranties 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 all reasonable care to protect yourself and your Property 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'.

**Residence:** includes any outbuildings such as garages, shed's and other storage areas.

**United Kingdom:** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. This Insurance is governed by the law of England and Wales, 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.

## **SECTION 1 PERSONAL LIABILITY**

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:

(a) Bodily injury to any third parties other than your employees or members of your immediate family;

(b) Damage to Property belonging to others, but not any property that is owned by or in the custody or control of you or your immediate family, arising from an Accident occurring during the Operative Time.

#### **CONDITIONS AND EXCLUSIONS – SECTION 1**

(a) We shall not be liable for claims arising directly or indirectly from:

(i) Employers liability, or contractual liability or liability to a member of your immediate family (spouse, children, parents, siblings and their families);

(ii) any animals that belong to you or are in your care, custody or control;

(iii) any wilful, malicious or unlawful act;

(iv) the ownership or use of Land;

(v) pursuit of trade, business or profession;

(vi) ownership, possession or use of vehicles, aircraft or watercraft, other than motorised golf buggies;

(vii) the influence of intoxicating liquor, drugs or the use of firearms;

(viii) legal costs resulting from any criminal proceedings;

(ix) directly or indirectly relating to Asbestos.

(x) any claims brought against you where United Kingdom jurisdiction does not apply.

(xi) legal liability directly or indirectly arising from Road Traffic Acts.

(b) In the event of a claim under this Section, you shall immediately send us any notification, writ, summons or legal process and provide us with all the necessary information and assistance to enable us to negotiate the claim or to institute proceedings. You shall not negotiate, pay, settle, admit or repudiate any claim without our written consent.

(c) We shall not be liable for damage, illness or disease directly or indirectly arising out of communicable disease.

(d) The Sum Insured stated in the Insurance Schedule shall be inclusive of all costs relating to the defence of any claim. You must notify us immediately of all circumstances that may give rise to a claim under this section and continue to advise us of the situation until the claim has been resolved.

#### **SECTION 2 THIRD PARTY PROPERTY DAMAGE**

We will provide cover up to the limit stated in the Insurance Schedule for any loss or damage to the property of others that you may accidentally cause whilst attending a Golfing Event within the territorial limits.

## **CONDITIONS AND EXCLUSIONS – SECTION 2**

This cover shall not apply where legal liability arises from any agreement to maintain in force insurance in respect of damage to such premises other than as covered hereunder; Provided in respect of such 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;
- (d) Any claim which falls outside of these conditions or which shall or shall be likely to exceed the limit stated in the Insurance Schedule shall without prejudice to any settlement under this section, nor your liability to any Third Party, be considered under Section 1 of this Insurance where proof of your negligence shall be required to be demonstrated by the Third Party claimant;
- (e) The Damage was not caused by or resulting from any cause listed under Conditions and Exclusions (a) of Section 1.

You must notify us immediately of all circumstances that may give rise to a claim under this section and continue to advise us of the situation until the claim has been resolved.

## **SECTION 9 HOLE IN ONE**

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.

## **CONDITIONS AND EXCLUSIONS – SECTION 9**

- (a) This Section will only apply during 18 hole medal or club competitions which conforms with the rules and regulations laid down by the International Amateur Golfers Association.
- (b) Score Cards must be fully completed, signed and countersigned by the Club Secretary.
- (c) No practice shots are allowed and holes shall not be shorter than the Club specification.
- (d) 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.
- (e) If you make a claim knowing it to be fraudulent, all coverage hereunder shall be void, all claims hereunder shall be forfeited and the tournament Club Secretary advised.

## **GENERAL CONDITIONS, CLAIMS CONDITIONS AND EXCLUSIONS (APPLICABLE TO ALL SECTIONS)**

## **HOW TO MAKE A CLAIM**

Please read the Claims Notification under the General Conditions, Claims Conditions and Exclusions section of this booklet. Next, provide details of your claim and obtain a claim form by either Telephone (local rate): +44 (0)844 875 1562, Fax: +44 (0)844 875 1563 or Email: golfclaims@woodgate-clark.co.uk. No claim shall be payable unless the terms of this condition have been complied with.

## **CLAIMS NOTIFICATION**

If an event giving rise to a claim under this Insurance occurs you shall:

1) notify us as stated in 'How to make a claim' as follows:

- (a) Section(s) 1-8 - Completed claim form within 30 days of the date of the incident occurring;
- (b) Section 9 - Completed claim form within 28 days of the date of achievement;

## **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) No admission, offer, promise, payment, or indemnity shall be made or given by you or on your behalf without our written consent.

4) On the happening of an event which gives rise to a claim we or any person authorised by us may without thereby incurring any liability or diminishing any of our rights under this insurance enter, take or keep possession of the Premises where the event occurred and may take possession of or require to be delivered to them any property insured and deal with such property for all reasonable purpose and in any manner.

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 the Underwriters 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.

## **CLAIMS CONDITIONS**

**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.

**2) If at the time of any loss, damage or liability arising hereunder there is any other insurance covering the same loss, damage or liability we will pay only our rateable proportion.**

**3) We shall not be liable for:**

**(a)** illness, Accident, loss, damage, liability or any expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to by or arising from:

(i) ionising radiation or contamination by radioactivity from any nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

ii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, civil commotion, rebellion, revolution, insurrection or military or usurped power, or confiscation or detention or nationalisation or requisition or destruction of or damage to property by or under the order of any government or other authority;

(iii) terrorism (including, without limitation, contemporaneous or ensuing loss, damage, legal liability or bodily injury caused by fire and / or looting and / or theft.). Terrorism means any act or acts of force and / or violence which is either for political, religious or other ends; and / or directed towards the over-throwing or influencing of the Government de jure or de facto; and / or for the purpose of putting the public or any part of the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation. IN ANY CLAIM and in any action, suit or other proceedings to enforce a claim hereunder the BURDEN OF PROVING that such claims do not fall within the Terrorism Exclusion set out above shall be upon you;

(iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**(b)** Any consequential loss whatsoever.

**4) You must exercise reasonable care to prevent Accident, injury, loss or damage and at all times act as if uninsured.**

**5) 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.**

**6) You shall reimburse to us any expenses not covered by this insurance, which are incurred by us on your behalf.**

**7)** 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.

**8)** All claims arising under this Insurance shall be governed by the law of England and Wales whose Courts alone shall have jurisdiction in any dispute arising hereunder.

**9)** No refund of premium is allowed following the date of issue of this Insurance, unless your Golf Care Insurance is cancelled within 14 days of purchase in accordance with The Golf Care's 14 day money back provision and no claims have occurred.

**10)** We shall not be liable for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of the failure or fear of failure or inability of any equipment or any computer program, whether or not you own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.