

Eversure Golf Insurance policy wording



This policy has been issued to you by Eversure Insurance.

Valid for policies issued between 1st December 2015 and 30th November 2016.

Insurers

This policy has been arranged by Voyager Insurance Services Limited with UK General Insurance Limited on behalf of: Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Voyager Insurance Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Eversure Insurance is a trading name of Eversure Limited who are authorised and regulated by the Financial Conduct Authority. Registered office Bury House, 1-3 Bury St, Guildford, Surrey, GU2 4AW. Registered in England No. 06751893.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at <http://register.fca.org.uk/> or by calling them on 0800 111 6768.

Governing law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Data Protection Act

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Consumer Insurance Act

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 we or Eversure Insurance may ask as part of your application for cover under the policy;
- to make sure that all information supplied as part of your application for cover is true and correct;
- tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the act may mean that your policy is invalid and that it does not operate in the event of a claim.

Changes in your circumstances

The policy has been issued based upon information which you have given to us about yourself and the golfing equipment which form the subject of this insurance. You must tell Eversure Insurance immediately of any changes to this information including any change of address.

Benefits schedule	Birdie	Eagle	Albatross	Condor	Ostrich	Excess
1. Golfing equipment	£500	£1,000	£1,500	£2,500	£5,000	£100
2. Personal liability	£5,000,000	£5,000,000	£5,000,000	£5,000,000	£5,000,000	£250
3. Personal accident	£15,000	£20,000	£25,000	£40,000	£50,000	Nil
4. Damage to third party property	£2,500	£2,500	£2,500	£2,500	£2,500	£100
5. Golf equipment hire	£200	£200	£200	£200	£200	£100
6. Hole in one	£100	£100	£150	£200	£300	Nil
7. Membership fees	£500	£600	£700	£850	£1,000	£100

Territorial limits

You are covered for trips to countries within the following areas provided that you have paid the appropriate premium, as shown on your certificate.

- Area 1** The United Kingdom and Northern Ireland and any member country of the European Union. You are covered whilst travelling within the European Union up to a maximum of 31 days any one trip and a total of 90 days in any one period of insurance.
- Area 2** Worldwide providing you have paid the appropriate additional premium. You are covered whilst travelling Worldwide up to a maximum of 31 days any one trip and a total of 90 days in any one period of insurance. Please note Personal Liability is not available for trips to or within the United States of America or Canada.

Definitions

Listed below are certain words that appear throughout the policy. In all cases they will have the meaning shown below.

Accident means a sudden and unexpected event which happens by chance during the period of insurance.

Accidental damage means damage caused to the item of golfing equipment which was not deliberate or bound to happen and not otherwise specifically excluded from this evidence of insurance.

Accidental damage to third party property means damage caused to third party property by a golf ball struck by you whilst playing or practising golf at any recognised golf course or driving range.

Bodily injury means external, visible, physical injury occurring as a result of an accident.

Consequential loss means any loss or cost that is not directly caused by the event that led to your claim. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following bodily injury, illness or disease.

Depreciation means for specialist golf clothing over 12 months old a deduction for wear and tear of 20% of the sum insured of the item for each year or part year from the date of manufacture.

Excess means the amount you will be required to pay towards each claim you make under this policy.

Forcible and violent entry means entry evidenced by visible damage to the fabric of the building, room, or vehicle at the point of entry.

Golfing equipment means any specialist, purpose built golfing equipment such as golf clubs, bags, umbrellas, trolleys, specialist golfing clothing and accessories.

Hole in one means one stroke gross (i.e. exclusive of handicap) during any organised competition or tournament on any hole at a recognised golf course.

Home means the brick or stone building of standard construction with a slate, tiled or multi-layered roof where the golfing equipment is usually kept and is your permanent or temporary place of residence but does not include garages or outhouses which are not attached to and form an integral part of your home.

Locked luggage compartment means a locked car boot, glove box or locked rear storage area that has a factory fitted cover in place, such as a parcel shelf, and where the contents of said compartment are not viewable from outside the vehicle.

Loss of limb means permanent loss by separation of a hand at or above the wrist, or of a foot at or above the ankle and shall include permanent loss of use of hand, arm or leg.

Loss of sight means the total and irrecoverable loss of sight in one or both eyes.

Overnight means anytime between the hours of 10.00pm and 6.00am.

Period of insurance means the dates shown on your policy schedule.

Permanent total disablement means a disability lasting at least 12 calendar months which entirely prevents you from attending to any business or occupation of any kind and at the end of that period being beyond the hope of improvement.

Professional golfer means a person who derives more than 50% of their income from playing, teaching, and coaching golf or is employed by a golf club as a club professional.

Terrorism means any act including but not limited to the use, or threat, of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

Theft means the unlawful taking of the golfing equipment against your will by another party, with the intent to permanently deprive you of that property, or burglary by forcible and violent entry, or the removal of the golfing equipment by forcible and violent means against your person.

Unattended means either whilst the golfing equipment is in the open or in a public place or any other location when it is not being used or held by you or by an adult who is responsible for the safe keeping of the golfing equipment unless the golfing equipment is at or in the home or locked luggage compartment.

United Kingdom means England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.

Value means the usual new undiscounted replacement cost (including VAT) from a reputable dealer as at the start date of the period of insurance.

We, us and our means UK General Insurance Ltd on behalf of Ageas Insurance Limited.

You and your means the person named on the policy schedule who is a resident of the United Kingdom being an amateur or semi professional golfer who derives less than 50% of their income from playing, teaching or coaching golf and is not employed by a golf club as a club professional.

Section 1 Golfing equipment

1.a. Theft of the golfing equipment

You are covered up to the sum insured, as shown on your policy schedule, for the theft of your golfing equipment. We will at our option, replace, or pay the cost of replacing the item of golfing equipment, with a similar article of like kind, functionality, and quality.

You are not covered for

- a. the amount of the excess shown in the benefits schedule in respect of each claim;
- b. depreciation in respect of clothing;
- c. theft from a locked room or locked cupboard or locked luggage compartment unless access is by forcible and violent entry;
- d. theft when the golfing equipment is unattended;
- e. theft by deception or by a person or persons to whom the golfing equipment is entrusted;
- f. theft when hired out by you to any other person, unless you are in attendance;
- g. theft from a vehicle unless the golfing equipment is in a locked luggage compartment;
- h. theft from a vehicle which is not taxed, insured and has a valid MOT;
- i. the matching of any parts of a set or collection, not the subject of theft;
- j. unexplained theft;
- k. theft from any building at the home which is not of brick or stone built construction with a tiled or multi-layer roof;
- l. theft from any convertible, soft top or open top vehicle.

1.b. Accidental damage to the golfing equipment

You are covered up to the sum insured, as shown on your policy schedule for accidental damage to your golfing equipment. We will at our option repair your golfing equipment to its prior level of functionality or replace any part, or, if beyond economic repair, replace your golfing equipment with a similar article of like kind, functionality and quality. Where the golfing equipment is economical to repair but the parts required are obsolete we will pay a cash settlement equivalent to the cost of the repair of the golfing equipment.

You are not covered for

- a. the amount of the excess shown in the benefits schedule in respect of each claim;
- b. depreciation in respect of clothing;
- c. any claim when accidental damage is sustained in transit when golfing equipment has been handed to a recognised transport provider, or in any vehicle when accompanied by you or your representative unless the golf clubs are securely packaged in a purpose designed golf bag, or when hired out by you to any other person, unless you are in attendance;
- d. any claim where the damaged golfing equipment cannot be provided;
- e. any claim when the golfing equipment has been left unattended;
- f. wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin;
- g. marring, scratching, denting, corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction;
- h. defects in operation or any loss covered by a manufacturer's guarantee;
- i. failure to use or maintain the golfing equipment in accordance with the manufacturer's instructions;
- j. faulty or defective design, materials or workmanship or latent defect or where you have attempted a repair;
- k. the matching of any undamaged parts of set or collection.

Section 2 Personal liability

You are covered up to the amount shown in the benefits schedule in respect of your legal liability arising from accidental bodily injury, death, disease or accidental damage to any person or to third party property which arises from your use of or ownership of golfing equipment, providing you are a resident of the United Kingdom. The total amount payable includes necessary defence costs and expenses incurred by you with our written consent in connection with any liability insured under this policy.

You are not covered for

- a. any incident which occurs in the United States of America or Canada;
- b. the amount of the excess shown in the benefits schedule in respect of each claim;
- c. any claim when you are under 16 or over 85 years of age;
- d. liability arising from loss or damage to property which belongs to you or is in your care custody or control;
- e. any claim where you are entitled to indemnity from another source;
- f. any claim when punitive, exemplary or aggravated damages are awarded against you;
- g. any liability for bodily injury, loss or damage:
 - i. to your employees other than a person who is temporarily employed as a caddy or members of your family or household or to their property;
 - ii. arising out of or in connection with your trade, profession or business, or assumed under contract;
 - iii. arising out of the ownership, possession, use or occupation of land or buildings;
 - iv. arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of description, animals or firearms and weapons, other than the use of a motorised pull type golf trolley whilst in use on a golf course.

Section 3 Personal accident

You are covered for the amount shown in the benefits schedule if at any time whilst you are using golfing equipment, you are involved in an accident which shall solely and independently of any other cause, cause bodily injury which results in either your death, loss of limb, loss of sight or permanent total disablement.

Benefit under this section shall be payable to you or your nominees, and shall be limited to a maximum of £10,000 per person.

You are not covered for

- a. any claim when you are under 16 or over 85 years of age;
- b. permanent total disablement benefit when you are aged over 65;
- c. suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or your own criminal act;
- d. when directly or indirectly resulting from stress, trauma or psychiatric illness;
- e. any benefit when your death, injury or loss does not occur within 180 days of the accident;
- f. any benefit when you cannot prove to us that the permanent total disablement has continued for 12 months from the date of the accident and in all probability will continue for the remainder of your life;
- g. more than one benefit under this section;
- h. any accident not involving the use of golf equipment.

Section 4 Accidental damage to third party property

You are covered up to the amount shown in the benefits schedule in respect of accidental damage to third party property struck by a golf ball hit by you whilst playing or practising golf on any recognised golf course or driving range.

You are not covered for

- a. the amount of the excess shown in the benefits schedule in respect of each claim;
- b. loss or destruction or damage to property belonging to, or in your care, custody or control;
- c. any incident not reported to the golf club secretary or driving range official within 24 hours of the occurrence;
- d. damage to property belonging to the recognised golf club or driving range on which you are playing or practising golf;
- e. more than 1 claim in any one period of insurance.

Section 5 Hire of golf equipment

You are covered up to the amount shown in the benefits schedule for the hire of golf equipment in the event that your golfing equipment is stolen in transit whilst travelling to an overseas destination or, is stolen whilst travelling by air within the United Kingdom.

You are not covered for

- a. the amount of the excess shown in the benefits schedule in respect of each claim;
- b. any claim when you are under 16 or over 85 years of age;
- c. any indemnity unless a claim is made under the section 1a - theft of the golfing equipment;
- d. any claim unless your golfing equipment is booked onto the same carrier as you to arrive at the same destination and time as you.

Please note in respect of theft in transit whilst travelling by air within the United Kingdom, cover is restricted to a maximum of 7 days. You must provide us with written confirmation of the theft of your golf equipment whilst in transit from the travel company or carrier, with whom the journey was booked, and a receipted invoice for hire charges of golf equipment from a recognised supplier.

Section 6 Hole in one

You are covered up to the amount shown in the benefits schedule towards the cost of reimbursement of a single round of drinks in the event of completion by you of any hole in one stroke, during any organised competition or tournament on any hole on a recognised golf course.

You are not covered for

- a. any costs incurred where receipts are not provided;
- b. any hole in one which is not scored on a recognised course in a competition;
- c. any hole in one which is not signed and validated by the golf club or course secretary;
- d. any costs incurred on any other day other than the day of the hole in one.

Section 7 Membership fees

You are covered up to the amount shown in the benefits schedule in respect of annual club membership fees paid or contracted to be paid in the event that you are totally disabled from playing golf as a result of accident (not necessarily occurring at a golfing venue) or illness.

Please note this benefit will be paid quarterly, in arrears.

Claims under this section must be supported by documentary evidence of disablement (in the form of a certificate from a registered medical practitioner and a letter of confirmation from your golf club secretary stating that you have not played golf at your golf club for the period claimed) and such evidence must be renewed as necessary during a continuous period for which a claim is being made. In the event of joint membership we will only pay that portion of the membership fees, which relates to you.

You are not covered for

- a. more than 12 months membership fees in any one period of insurance;
- b. claims beyond the end of a period of disablement;
- c. claims beyond twelve months from the date of disablement;
- d. the first month of disablement by illness and/or accident;
- e. claims under more than one insurance in respect of any one claim;
- f. claims arising from, or aggravated by, any pre-existing illness or condition;
- g. claims in the event that your golf club reimburses the membership fees to you partially or in full.

General exclusions

- This insurance does not cover any accidental damage, theft or any expense whatsoever, any consequential loss or any legal liability of any nature, directly or indirectly caused, contributed to by or happening through or in consequence of:
 - any act of fraud or dishonesty by you or anyone acting on your behalf;
 - delay, confiscation, nationalisation or detention by customs or other government or public authority;
 - depreciation or consequential loss of any kind including loss of use, loss or earnings, costs of any estimates to support your claim, costs of replacing any equipment which may no longer be compatible with any item of golfing equipment repaired or replaced;
 - intentional causes, or with your knowledge;
 - war, invasion, terrorism, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power, ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves from aircraft or other aerial devices travelling at supersonic speeds, wilful, self inflicted injury or illness, suicide or an attempt to commit suicide, wilful exposure to danger, except in an attempt to save a human life, solvent abuse, being under the influence of alcohol or drugs, except those prescribed by a registered doctor and not those drugs prescribed for drug addiction or you engaging in any illegal or criminal act.
- any items not included in the definition of golfing equipment;
- any liability in excess of the overall sum insured or for any individual items of golfing equipment, their value, whichever is the lesser;
- any golfing equipment where proof of ownership cannot be provided upon request;
- any additional claims costs resulting from supply of equipment from outside the United Kingdom, when items are unavailable in the United Kingdom or additional costs where delivery is required to addresses outside the United Kingdom;
- any individual item of golfing equipment with a value over £2,500 unless we have agreed cover and included the item on your schedule and specified any applicable endorsement;
- claims arising out of or in connection with the activities of a professional golfer;
- any consumable items such as golf balls, tees, golf club grips, shoe spikes, ball markers, ball cleaners, pitch mark repairers, score card holders, golf gloves or medals, in excess of a total value of £100.

Cancellation rights

If you decide that for any reason this policy does not meet your insurance needs then please return it to Eversure Insurance within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full. Thereafter you may cancel the insurance cover at any time by informing Eversure Insurance however no refund of premium will be payable.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- fraud
- non-payment of premium
- threatening and abusive behaviour
- non-compliance with policy terms and conditions

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

General conditions

1. Cover period

This insurance is for a 12 month period and a single premium is payable prior to the start date. You will receive notification of renewal terms in good time before the current period ends.

2. Contracts (Rights of Third Party) Act 1999

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

3. Policy benefits

The benefits detailed in this policy in respect of the golfing equipment are only payable to the named policyholder and any claim may only be presented by the named policyholder.

4. False/fraudulent claims

If you or anyone acting on your behalf makes any claim under this policy which is in any respect fraudulent, this policy shall become void and all benefit hereunder shall be forfeited. Any monies received by you or your representatives shall immediately be repaid.

5. Reinstatement of cover

In the event of a claim resulting in a total loss and subsequent replacement or cash payment, we will automatically reinstate cover on your replacement equipment upon confirmation from you of the value of the new property to be insured without change to the schedule renewal date. Following a claim, we reserve the right to decline cover or apply special terms.

6. Other insurance

If at the time of any claim covered under this evidence of insurance, you have any other insurance or guarantee which covers the same theft, accidental damage or personal accident, we will only pay a rateable share of the claim.

7. Reasonable care

You must take all measures that would be deemed appropriate to expect a person to take in the circumstances to prevent any accidental damage, theft or loss and keep your golfing equipment and the home in a good state of repair and condition. You must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

8. Subrogation

In the event that a third party is deemed liable for part or all of any claim, we may exercise our right of subrogation. You shall, at our request and our expense, agree to and permit us to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. You will take no action or make any agreements that may weaken or remove our rights under this clause without our prior written permission. We will pay any costs or expenses involved in exercising our right of subrogation.

9. Changes we make

We will only vary the terms and conditions of this policy, including the premium payable or cancel your golf insurance from the annual renewal date. You will be given at least 30 days written notice if we do this, sent to your last known address.

10. Consumer Insurance Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy
- to make sure that all information supplied as part of your application for cover is true and correct
- tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim."

Making a claim

On the happening of any event which may give rise to a claim you shall give immediate notice, as soon as you become aware to;

- the police in respect of any theft or malicious damage, and
- to Direct Group Property Services:

Direct Group Property Services
Quay Point, Lakeside Boulevard,
Doncaster, DN4 5PL.
Tel: 0344 412 4233
Fax: 0344 412 4234

Within 30 days of notifying us, you shall supply, at your own expense, full details of the claim in writing together with any supporting information, evidence of ownership and proofs which we may require including proof of purchase.

You shall give such information and assistance as we may require to substantiate any claim and where requested provide proof of your identity prior to settlement of any claim.

In respect of public liability claims, you must send us any claim, writ or summons as soon as you receive it. Do not negotiate, pay or settle, admit or deny any claim without our written permission. You must also notify us in writing of any impending prosecution inquest or fatal accident enquiry.

UK General Insurance Ltd is an insurer's agent and in the matters of a claim, act on behalf of the insurer.

Complaints procedure

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact;

Complaints about the sale of your policy;

Eversure Insurance,
Eversure Limited,
Bury House, 1-3 Bury Street,
Guildford, Surrey, GU2 4AW.
Tel: 01483 347333

Email: customer.service@eversure.com

If your complaint cannot be resolved by Eversure Insurance by the end of the next working day, it will be passed to:

The Customer Relations Department,
UK General Insurance Limited,
Cast House, Old Mill Business Park,
Leeds, LS10 1R.J.
Telephone: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

Complaints about a claim on your policy;

Direct Group Property Services
Quay Point, Lakeside Boulevard,
Doncaster, DN4 5PL.
Tel: 0344 412 4233
Fax: 0344 412 4234

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square
London, E14 9SR
Tel: 0300 123 9123 or 0800 023 4567
Fax: 0207 964 1001

Email: complaint.info@financial-ombudsman.org.uk

Your statutory rights are not affected if you do not follow the complaints procedure above. For further information about your statutory rights contact your local authority, Trading Standards Service or Citizens Advice Bureau.