

## POLICY WORDING

### Please read carefully and retain

This insurance is underwritten by Certain Underwriters at Lloyd's who are authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Their FCA number is 204918.

This insurance is administered by Status Insurance Management Limited who are authorised and regulated by the UK Financial Conduct Authority (FCA). Their FCA number is 305697.



SIGNATURE OF COVERHOLDER  
STATUS INSURANCE MANAGEMENT LIMITED,  
10 HIGH STREET, BILLERICAY, ESSEX CM12 9BQ

This document only constitutes a valid policy when issued in conjunction with a ***Certificate of Insurance***.

Provided the premium specified has been paid **We** will provide the insurance specified in this policy and ***Certificate of Insurance*** and any attached endorsements during the ***Period of Insurance***.

All information supplied to **Us** by or on behalf of **You** is deemed to be incorporated in and shall form the basis of this policy.

## TABLE OF BENEFITS

These are the maximum sums insured or (in the case of Golf Equipment) the alternative sums insured available. Please see **Your** individual **Certificate of Insurance** or cover letter for the exact levels of cover **You** have purchased.

Section of Cover	Up to Limit of (£/€) per Insured Person	Excess (£/€)
1. Personal liability	£1,500,000/€1,500,000	Nil
2. Third Party Property Damage	£100,000/€100,000	£50/€50
3. Golf Equipment	£1,000/£2,000/£3,000 or €1,000/€2,000/€3,000	£50/€50
4. Golf Equipment Hire	£300/€300	Nil
5. Personal Accident		
1. Accidental Death	£50,000/€50,000	Nil
2. Loss of limb or one eye	£50,000/€50,000	Nil
3. Loss of two limbs or both eyes or one limb and one eye	£50,000/€50,000	Nil
4. Permanent total disablement	£50,000/€50,000	Nil
NOTE: See Page 6 for sums insured and benefits in respect of under 16 years and over 65 years		
5(i) Loss of Club Subscription	£2,500/€2,500	Nil
6. Dental Treatment	£400/€400	£50/€50
7. Hospitalisation (for each completed 24 hour period up to 25 days)	£20/€20	Nil
8. Hole in One	£250/€250	Nil
9. Loss of Golfing Trophy	£250/€250	Nil
10. Tournament Entry Fees	£250/€250	Nil
11. Personal Effects	£500/€500	£50/€50

## SECTION 1: PERSONAL LIABILITY

Provided Personal Liability Cover is effected and the appropriate premium paid

### WHAT IS COVERED

If **You** become legally liable to pay damages in respect of:

- (a) **Bodily Injury** to third parties; and/or
- (b) **Property Damage** to the property of third parties occurring while **Playing Golf, We** will
  - i. indemnify **You** for any such damages;
  - ii. pay any claimant costs and/or expenses which the claimant is able to recover from **You**; and
  - iii. pay any costs and expenses incurred in defence of the claim with **Our** consent up to but not exceeding the sum insured shown in the **Schedule of Benefits Table**.

### EXCLUSIONS – SECTION 1

In addition to the General Exclusions in this Policy, **We** will not pay:

1. the **Excess** amount shown in the **Table of Benefits**.
2. liability for **Bodily Injury** to **Your** employees or to any **Relative**.
3. liability for **Bodily Injury** or **Property Damage** occurring outside the **Territorial Limits**.
4. liability for damage to property owned by, or in the care, custody or control of, **You** or any **Relative**, except for damage to the structure or contents of any building or permanently or seasonally sited cabin, caravan or tent temporarily hired or let to **You** for the sole purpose of **Your** personal occupancy during the **Golfing Event**
5. liability arising out of the ownership, possession, custody or use of any aircraft, horse drawn or mechanically propelled vehicle (other than golf buggies) waterborne craft or firearm.
6. liability that is covered under any other insurance, except for any excess beyond the amount which would have been covered under such other insurance had this insurance not been in force.
7. fines, penalties or liquidated damages;
8. compensation ordered or awarded by a Court of criminal jurisdiction; or
8. punitive or exemplary damages awarded by any Court outside of the United Kingdom.
9. liability arising directly or indirectly in connection with:
  - i. any malicious or unlawful act;
  - ii. any deliberate act that is intended by **You**, other than where **You** use reasonable force to protect persons or tangible property.
  - iii. **You** being under the influence of alcohol or drugs
  - iv. asbestos.
  - v. the Road Traffic Acts in the United Kingdom or the equivalent road traffic laws in the country or state in which damages are sought.

## SECTION 2: THIRD PARTY PROPERTY DAMAGE

**We** will indemnify **You** up to the amount shown in the **Table of Benefits** in respect of any **Property Damage** to the property of third parties that **You** may accidentally cause whilst **Playing Golf**.

### CONDITIONS – SECTION 2

1. This Section provides cover for accidental third party **Property Damage** for which **You** are responsible but for which **You** have no legal liability, provided that 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;
2. Any claim which falls outside of these conditions or which shall or shall be likely to exceed the limit stated in the **Table of Benefits** shall be considered in the alternative under Section 1 of this Insurance where proof of **Your** negligence shall be required to be demonstrated by the third party claimant;
3. **You** must notify **Us** immediately of all circumstances that may give rise to **You** making a claim under this section and continue to advise **Us** of the situation until the claim has been resolved.

## EXCLUSIONS – SECTION 2

In addition to the General Exclusions in this Policy, **We** will not pay:

1. the **Excess** amount shown on **the Table of Benefits**.
2. liability for **Property Damage** occurring outside the **Territorial Limits**.
3. liability for damage to property owned by, or in the care, custody or control of, **You** or any **Relative**, except for damage to the structure or contents of any building or permanently or seasonally sited cabin, caravan or tent temporarily hired or let to **You** for the sole purpose of **Your** personal occupancy during the **Golfing Event**.
4. liability arising out of the ownership, possession, custody or use of any aircraft, horse drawn or mechanically propelled vehicle (other than golf buggies) waterborne craft or firearm.
5. Where under Condition 1(b) above, liability is covered under any other insurance, this policy will only respond where that other insurance has insufficient limits to cover the liability. In those circumstances (assuming the limits of this policy are higher) this policy will respond to the difference between the maximum limit of the other insurance and the maximum limit noted on the **Table of Benefits**
6. fines, penalties or liquidated damages;
7. compensation ordered or awarded by a Court of criminal jurisdiction; or
8. punitive or exemplary damages awarded by any Court outside of the United Kingdom.
10. liability arising directly or indirectly in connection with:
  - v. any malicious or unlawful act;
  - vi. any deliberate act that is intended by **You**, other than where **You** use reasonable force to protect persons or tangible property.
  - vii. **You** being under the influence of alcohol or drugs
  - viii. asbestos.
  - vi. the Road Traffic Acts in the United Kingdom or the equivalent road traffic laws in the country or state in which damages are sought.

## SECTION 3: GOLF EQUIPMENT

**We** will indemnify **You** for the cost of repairing or replacing any **Golf Equipment** as defined below up to the amount shown in **Your Certificate of Insurance** that sustain direct physical loss or damage by a cause not excluded hereby, occurring during the **Operative Time**.

Cover for **Golf Equipment** is extended outside the **Operative Time** where it is stored in a securely locked locker at a recognised golfing venue subject to the locker showing evidence of forced entry in the event of loss.

### DEFINITIONS – SECTION 3:

**Golf Equipment** means individual golf clubs, golf bags, golf trolleys and golf carts (electrical or otherwise, including self-propelled vehicles), golf buggies, waterproof clothing, GPS/Rangefinders, golf umbrellas and golf shoes, which are owned by **You** (not hired, loaned or entrusted to **You**) and which are used exclusively for **Playing Golf**.

### CONDITIONS– SECTION 3

- (a) **You** must observe ordinary and proper care in the supervision of the **Golf Equipment** and in all cases of loss, theft or damage act as if **You** are uninsured.
- (b) If **Golf Equipment** sustains loss or damage and **We** are reasonably satisfied that it can be repaired to its state immediately before such loss or damage occurred, **We** may at **Our** discretion pay for such repairs up to the sum insured.
- (c) If the **Golf Equipment** is proven to be beyond economical repair, the claim will be dealt with as if the article had been lost.
- (d) 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.
- (e) If **You** purchase a comparable replacement for the lost or damaged **Golf Equipment**, supplied from a supplier approved by **Us**, **We** will pay the replacement cost provided that:
  - (i) the **Golf Equipment** was not more than 3 years old at the date of the loss; and
  - (ii) it was new when **You** purchased it.
- (f) If the **Golf Equipment** was more than 3 years old at the date of loss or was not new when **You** purchased it, then **We** may deal with the claim on an **Indemnity Value** basis.
- (g) Claims will be considered on an **Indemnity Value** basis provided that they are substantiated by one or more of the following:
  - (i) an original sales purchase or till receipt;

- (ii) an original valuation undertaken prior to any loss or damage from the place of purchase or origin.
  - (iii) a bank or credit card statement showing evidence of purchase.
- (h) **Golf Equipment** owned or used by **You** must be regularly maintained in accordance with the manufacturer's recommendations.

### EXCLUSIONS – SECTION 3

In addition to the General Exclusions in this Policy **We** shall not be liable for

- (a) loss from malicious damage and/or theft, not reported to the Police within 24 hours of discovery and for which a crime reference number has been obtained;
- (b) damage or loss or theft of **Golf Equipment** in transit which has not been reported to the carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required;
- (c) loss or theft of any **Golf Equipment** left unattended indoors unless the loss or theft shows evidence of forced entry/exit to or from any premises, security controlled club house, changing room or any securely locked locker or other similar place of storage;
- (d) loss or theft of any **Golf Equipment** left unattended in the open other than in the course of **Playing Golf**;
- (e) theft from an unattended vehicle unless the **Golf Equipment** is kept out of sight in a locked boot or a covered luggage area and all the vehicle's security devices are fully armed and forced entry is verified by a Police report
- (f) loss or damage caused by wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind;
- (g) loss due to confiscation, detention by Customs or other Authority;
- (h) breakage or damage to fragile articles and any consequence thereof;
- (i) **the Excess**: the amount as defined in **Your Table of Benefits** applying to each and every claim
- (j) In respect of trolleys or self-propelled caddie carts/buggies:
  - (i) for loss by theft of removable parts unless the cart itself is stolen
  - (ii) for damage caused by electrical or mechanical fault or breakdown
  - (iii) for loss or damage to the caddie cart/buggy if hired out for reward
  - (iv) for loss by theft if the caddie cart/buggy is not individually secured to a fixed point (within a recognised caddie cart/buggy area if it is kept at a Golf Club) and further immobilised to the exclusion of all drivers, other than **You**.

### SECTION 4: GOLF EQUIPMENT HIRE

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

### CONDITIONS– SECTION 4

- (a) Any claim under this Section shall be subject to there being a valid and collectable claim under Section 3 for loss or damage to **Golf Equipment**
- (b) If the total amount of the claim for loss or damage to the **Golf Equipment** and equipment hire is less than the amount of the **Excess** under Section 3 set out in the **Table of Benefits**, then no claim shall be payable under Section 4. Nevertheless if the total amount of the claim for loss or damage to the **Golf Equipment** and equipment hire exceeds the amount of the **Excess** under Section 3 as set out in the **Table of Benefits**, then **We** will pay to **You** the difference between the total amount claimed and the **Excess**
- (c) Claims will not be considered under this Section unless substantiated by one or more of the following:
  - (i) an original sales purchase or till receipt for the hire costs incurred;
  - (ii) a bank or credit card statement showing evidence of hire.
- (d) **You** will do all things reasonable to minimise the amount of hire charges incurred as a result of the loss of or damage to **Your Golf Equipment**.

## SECTION 5: PERSONAL ACCIDENT

### WHAT IS COVERED

If within the **Territorial Limits** and during the **Operative Time You** sustain **Bodily Injury We** will pay a benefit to **You** in accordance with the sums insured shown in the **Table of Benefits**.

### CONDITIONS – SECTION 5

1. If during the **Operative Time You** disappear and if, after 12 months has elapsed and all available evidence has been examined, there is reason to presume that **Your** death has occurred the disappearance shall be considered to have been caused by a **Bodily Injury**.
2. If after **We** have made a payment to **Your** estate in respect of **Your** disappearance and **You** are found to be living, **You** shall reimburse **Us** in full for all monies paid to **Your** estate in respect of such disappearance.
3. For children under 16 years of age at the date of **Bodily Injury** the death benefit is limited to £1,000/€1,000 and all other benefits are reduced by 50%. For persons aged 65 and over at the date of **Bodily Injury**, benefits 1, 2 and 3 are limited to £5,000/€5,000 and there is no cover under benefit 4.
4. If the amount payable under Benefit 1 (Accidental Death) is less than for Benefit 2-4, **We** will not pay any benefit under this Section 5 of the Policy until thirteen (13) weeks after the date of the **Bodily Injury**.
5. **We** will not pay for more than one of the Benefits 1-4 in respect of the same **Bodily Injury**.

### SECTION 5(i): Loss of Club Subscription

Where **You** have paid an annual amount for **Your** Golf club membership subscription and **You** have become disabled from **Playing Golf** during the **Period of Insurance** due to a **Bodily Injury** occurring when **Playing Golf**, **We** will pay to **You** the monetary value of the unused and irrecoverable portion of **Your** subscription for the remaining period to the end of the current membership year, or until you are pronounced fit to play golf by a **Medical Practitioner**, whichever is the earlier, up to the amount shown in the **Table of Benefits**.

If **You** pay a rolling payment charge, non-payment of which would amount to resignation from the club and **You** have become disabled from playing golf during the **Period of Insurance** due to a **Bodily Injury** occurring at a **Golfing Event**, **We** will pay to **You** the monetary value of the unused and irrecoverable portion of **Your** subscription for the remaining period to the end of the **Period of Insurance**, or until **You** are pronounced fit to play golf by a **Medical Practitioner**, whichever is the earlier, up to the amount shown in the **Table of Benefits**.

### CONDITIONS AND EXCLUSIONS – SECTION 5 and SECTION 5 (i)

In addition to the General Exclusions and general Conditions in this Policy

- (a) **We** shall not pay any claims where at the time of taking out this insurance **You** were aware of any medical condition or circumstances that could reasonably be expected to give rise to a claim.
- (b) **We** shall not be liable for claims directly or indirectly arising from:
  - (i) any activities other than recreational golfing activities
  - (ii) wilful exposure to risk (other than in an attempt to save human life), 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);
  - (iii) suicide or attempted suicide, intentional self-inflicted **Bodily Injury**
  - (iv) the effects of alcohol or drugs;
  - (v) motor cycling, as either driver or passenger, unless the driver holds a current license permitting him/her to ride the motor cycle;
  - (vi) any circumstance manifesting itself prior to the date of issue of **Your** Insurance;
- (c) 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.
- (d) **We** shall not be liable for any claim arising from medical or surgical treatment (unless rendered necessary by **Bodily Injury** which is covered by this insurance).
- (e) Payment of permanent disability benefit shall be made on certification by a **Medical Practitioner** 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.
- (f) **We** shall not pay for more than one lump sum benefit under this Section, irrespective of the number of **Golf** club memberships **You** hold.

## SECTION 6: DENTAL TREATMENT

**We** will pay **You** the amount of dental, surgical, and specialist's fees, and prescribed medication, up to the amount shown in the **Table of Benefits** in respect of any **Dental Injury** sustained by **You** during the **Operative Time**, caused by **You Playing Golf**.

### CONDITIONS AND EXCLUSIONS – SECTION 5

In addition to the General Exclusions in this Policy

**We** shall not be liable for any treatment as a result of:

- (a) Self inflicted **Dental Injury**
- (b) Cosmetic or plastic surgery unless necessitated by a **Dental Injury** occurring during the **Period of Insurance**.
- (c) Examinations, X-rays, extractions, fillings and general dental care except as a result of **Dental Injury**
- (d) Examination for check-up purposes not incidental to the **Dental Injury**
- (e) Any condition which originated prior to **You** becoming insured by this Insurance.
- (f) Damage to dentures, bridges or other forms of dental prosthetics unless caused by a **Dental Injury**
- (g) Normal wear and tear.
- (h) **Dental Injury** caused by foodstuffs including foreign bodies therein.
- (i) **Dental Injury** which is not apparent within 7 days of the date of **Accident**

**We** shall not be liable for:

- (j) Any dental treatment not recommended or advised by a **Medical Practitioner**
- (k) The amount stated in the **Table of Benefits** as the **Excess**

## SECTION 7: HOSPITALISATION

**We** will pay the amount shown in the **Table of Benefits** if as a result of having sustained **Bodily Injury** during the **Operative Time** **You** 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 from admission or when the insured person is discharged from Hospital, whichever occurs first. The maximum amount payable per day is as set out in the **Table of Benefits**

### CONDITIONS AND EXCLUSIONS – SECTION 7

In addition to the General Exclusions and General Conditions in this Policy 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.

This Insurance shall not apply to Hospitalisation caused by or resulting from the following:

- (a) Any self inflicted **Bodily Injury**
- (b) Any examination for check-up purposes.
- (c) Any condition which originated prior to **You** becoming insured by this Insurance.
- (d) If the Insured Person is 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: HOLE IN ONE

**We** agree to pay any amount up to the amount shown in the **Table of Benefits** to cover club house expenses in the event **You** shall achieve a 'hole in one' during the course of playing a round of Golf.

### CONDITIONS AND EXCLUSIONS – SECTION 8

In addition to the General Exclusions and General Conditions in this Policy

- (a) Claims by Professional Golfers are excluded.
- (b) This Section will only apply during 18 hole medal or club competitions which conform with the rules and regulations laid down by the International Amateur Golfers Association.
- (c) Score Cards must be fully completed, signed and countersigned by the Club Secretary.
- (d) No practice shots are allowed and holes shall not be shorter than the Club specification.
- (e) Claims must be submitted in writing, together with the original itemised cash register receipts to **Us** as soon as possible. Receipts must be those incurred on the day of achievement and only from the club premises.
- (f) 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.

## SECTION 9: LOSS OF GOLFING TROPHY

**We** will provide cover for the loss of any golfing trophies whilst they are in **Your** care, custody or control up to the amount shown in the **Schedule of Benefits Table** where there is no other insurance in force.

## SECTION 10: TOURNAMENT ENTRY FEES

**We** will pay up to the sum stated in the **Table of Benefits** for the non-refundable portion of a golf tournament entry fee when cancellation is due to an unexpected, unforeseen sickness or **Bodily Injury** occurring within 14 days prior to the tournament start date that renders **You** unable to **Play Golf**.

### EXCLUSIONS – SECTION 10

(a) In addition to the General Exclusions in this Policy **We** will not pay for any associated green fees.

## SECTION 11: PERSONAL EFFECTS

**We** will pay up to the sum stated in the **Table of Benefits** to indemnify **You** for the cost of repair or replacement of **Your Personal Effects** which are lost, stolen or damaged at a recognized golf venue where **You** are **Playing Golf** either:

- (a) While you are at the golf venue; or
- (b) At any time during the **Period of Insurance** from a locked locker at the golf venue.

**Personal Effects** are defined as clothing and items normally worn or carried including watches and personal jewellery

### CONDITIONS AND EXCLUSIONS – SECTION 11

In addition to the General Exclusions and General Conditions in this Policy:

- (a) **We** will not pay:
  - (i) For loss of notes or coins of any currency.
  - (ii) For loss of cheques, credit cards, stamps, securities or similar documents.
  - (iii) For loss of medals or fur coats.
  - (iv) The amount stated in the **Table of Benefits** as the **Excess**
  - (v) For loss of keys
  - (vi) For loss of mobile telephones and accessories, tablet computers, GPS equipment and other handheld electronic devices.
  - (vii) For loss of **Personal Effects** left in unattended golf bags.
- (b) We will deal with the claim on an **Indemnity Value** basis.

## GENERAL CONDITIONS

### 1. Due Observance

**Our** liability to make any payment under this Policy shall be conditional upon **Your** observance of the terms, provisions, conditions and endorsements of this Policy. Where **You** do not comply with an obligation to act as specified in this Policy, this may prejudice **Your** position to recover under any claim.

### 2. Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out **Your** Policy. Please tell Europesure Insurance if there are any changes required to the information set out in **Your Certificate of Insurance**.

**You** must tell Europesure Insurance as soon as reasonably possible about any changes in the information **You** have provided to **Us** which occurs before or during any **Period of Insurance**. When **We** are notified of a change, **We** will tell Europesure if this affects **Your** policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your Certificate of Insurance**. If **You** do not inform **Us** about a change it may affect any claim **You** make.

If the information provided by **You** is not complete and accurate:

- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change any excess, or
- **We** may revise the cover under your policy.



### 3. Claims Procedure

In the event of any circumstances which could give rise to a claim **You** shall

(a) notify **Us** in writing as soon as reasonably practical at the following address:

Reactive Claims Limited  
Attwood House, Mansfield Business Park  
Four Marks, Hampshire GU34 5PZ

Please obtain a claim form either through their website [www.reactiveclaims.com](http://www.reactiveclaims.com),

or,

**Tel: +44 (0) 1420 383010**, during normal UK office hours, Monday to Friday, 09.00 to 17.00,

or

**e-mail: [info@reactiveclaims.com](mailto:info@reactiveclaims.com)**

quoting both the Contract number and the Certificate number from your **Certificate of Insurance** and tell Reactive Claims what has happened

- (b) carry out and permit to be taken any action, which may be reasonably practicable, to prevent further loss, destruction or damage, in order to minimize or to avoid or diminish the loss; and
- (c) deliver to **Us** at **Your** expense within 30 (thirty) days after the circumstances or event or within such further time as **We** may allow:
- i. full details in writing of the claim; and
  - ii. all such proofs and information relating to the claim as may reasonably be required by **Us** for the purpose of investigating or verifying the claim; and
  - iii. if demanded a statutory declaration of the truth of the claim and of any matters connected with it.
- (d) give all assistance and co-operate with **Us** or **Our** representatives, in obtaining all information, documentation and / or medical information that **We** may reasonably require in order for **Us** to assess **Your** claim

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of **You** without written consent from **Us**, who shall be entitled to take over and conduct in **Your** name for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

### 4. Applicable Law and Jurisdiction

Unless specifically agreed to the contrary this policy is subject to English law and the jurisdiction of the English Courts.

### 5. Contracting Parties and Rights of Action

No person or organisation, who is not a party to this Agreement, has any right under the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment thereof, to enforce any terms of this Policy, except where such rights exist apart from the operation of such Act.

### 6. Access to additional materials

**You** shall furnish to **Us**, or **Our** designated representatives, all information, documentations, medical information that **We** may reasonably require at all reasonable times during the term of this **Certificate of Insurance**, or until resolution of all claims, whichever is later.

### 7. Fraudulent Claims

If **You** or anyone acting on **Your** behalf makes or submits any claim under this Policy that shall in any respect be false or fraudulent, **We** shall be under no liability to make payment in respect of such claim and **You** must pay back any benefit that **We** have already paid. If this happens **We** will not refund any premiums.

### 8. Limitation

In no case shall **Our** liability in respect of **You** exceed the largest sum insured stated in the **Table of Benefits**

### 9. Cancellation

- i. **You** are entitled to cancel this insurance by contacting Europesure Insurance within 14 days of either:
  - a. the date **You** receive **Your** insurance documentation; or
  - b. the start of the **Period of Insurance**whichever is the later. Providing **You** have not made any claims **We** will refund the premium.
- ii. **You** can also cancel this insurance at any time during the **Period of Insurance** by contacting Europesure Insurance. Any return premium due to **You** will depend on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **Period of Insurance**
- iii. **We** can cancel this contract of insurance by giving **You** thirty (30) days' notice in writing. Any return of premium due to **You** will depend on how long this contract of insurance has been in force.

**We** will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as

- Non-payment of premium.
- Non co-operation or failure to supply any information or documentation **We** request.
- The use of threatening or abusive language.
- Failure to take reasonable care of the property insured.

Any premium due to **You** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **Period of Insurance**

#### 10. Data Protection Act 1998

It is understood by **You** that any information provided to **Us** regarding **You** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

#### 11. 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.

#### 12. Other Insurance

**We** will not pay any indemnity claim if loss, damage payment, or liability under this Policy is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurances had this Policy not been effected.

#### 13. Currency

**We** will pay claims up to the limits stated in the **Table of Benefits** and/or the **Certificate of Insurance** in the currency in which your premium was paid to **Us**.

### GENERAL EXCLUSIONS

**We** will not pay any claim directly or indirectly caused or contributed to by:

1. **War** or **Terrorist Activity**
2. the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or **Radiation** or radioactive contamination; or
  - 2.1 the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - 2.2 the release of pathogenic or poisonous biological or chemical materials.
3. **You** flying, except as a passenger in an aircraft licensed to carry passengers.
4. **You** driving a mechanically propelled vehicle in any kind of race.
5. **You** mountaineering or rock climbing normally requiring the use of ropes or guides.
6. **You** being under the influence of alcohol or drugs (unless such drug has been prescribed by a medical practitioner but not for the treatment of drug addiction).
7. **You** attempting to commit or committing intentional self-inflicted **Bodily Injury** or suicide.
8. any criminal or illegal act by **You**
9. **You** participating in professional sports.
10. **Your** deliberate exposure to exceptional danger (other than in an attempt to save human life).
11. **Your** operational duties as a member of the Armed Forces.
12. after the expiry of the **Period of Insurance** in the year during which **You** reach age 79 years.
13. **You** travelling to an area that the Foreign and Commonwealth Office (or its equivalent in the country in which **You** are deemed a national) have advised against all or all but essential travel.

### GENERAL DEFINITIONS

Certain words in this Policy or **Certificate of Insurance** have a specific meaning. They have this specific meaning wherever they appear in this Policy or **Certificate of Insurance**, memorandum or endorsements and are shown in bold and italic print.

#### 1. Accident

A sudden, unforeseen and fortuitous identifiable event including unavoidable exposure to severe weather conditions and the word "accidental" shall be construed accordingly.

#### 2. Bodily Injury

Bodily Injury which is caused solely by accidental means and which, solely and independently of any other cause, results directly in the death or disablement of the **Insured Person** within twelve (12) calendar months from the date of the **Accident**.

#### 3. Certificate of Insurance

The document showing details of the cover **You** have purchased.

#### 4. Common Law Spouse

A partner, including a civil partner, with whom **You** have co-habited continuously for 6 months on a permanent basis.

#### 5. Dental Injury

Dental injury which is caused solely by accidental means and which, solely and independently of any other cause, results directly in the need for **You** to have dental treatment within three (3) calendar months of the **Accident**.

#### 6. Excess

The first part of a claim which **You** are responsible for paying

## 7. **Golfing Event**

Playing or practicing golf at a recognised golfing venue during the **Period of Insurance** and within the **Territorial Limits** stated on your **Certificate of Insurance**.

8. **Indemnity Value** means the value of the article immediately prior to the loss or damage allowing for wear and tear and depreciation in value.

## 9. **Loss of limb or limbs**

The permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist.

## 10. **Loss of sight**

10.1 in both eyes, means permanent and total loss of sight without hope of improvement and where Your name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist;

10.2 in one eye, means the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement.

## 11. **Medical Practitioner**

Any suitably qualified medical practitioner registered by the General Medical Council in the United Kingdom (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than **You** or **Your Relative**

## 12. **Operative Time**

(a) From the time **You** leave **Your** normal or temporary residence or normal or temporary place of work or education whichever is the later, whilst travelling to, during or from a **Golfing Event**, until **You** return to **Your** normal or temporary residence or normal or temporary place of work or education after the **Golfing Event**, whichever is the earlier; AND/OR

(b) For cover under Sections 3 & 4 only, is deemed to be from the time **You** leave **Your** normal or temporary residence or normal or temporary place of work or education whichever is the later, whilst travelling to **Your** destination and accommodation, until returning to **Your** normal or temporary residence or normal or temporary place of work or education;

and always within the **Period of Insurance**

## 13. **Period of Insurance**

The period shown in the **Certificate of Insurance**

## 14. **Permanent total disablement**

**Total disablement** caused other than by loss of limb or sight, which prevents **You** from engaging totally in any and every occupation for a period of twelve (12) consecutive months, and at the end of that period being without prospect of improvement.

## 15. **Playing Golf**

Being physically engaged in a continuous round of golf or practice session at a recognised golfing venue during the **Period of Insurance** and within the **Territorial Limits** stated on your **Certificate of Insurance**.

## 16. **Property Damage**

Direct physical loss of or direct physical damage to material property.

## 17. **Radiation**

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death, amongst people or animals.

## 18. **Relative**

Spouse, parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, grandchild, brother, brother-in-law, sister, sister-in-law, fiancé(e) or **Common-Law Spouse**

## 19. **Table of Benefits**

The table of benefits set out at page 2 of this Policy

## 20. **Terrorist activity**

An act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. **Terrorist activity** can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of a **Terrorist activity** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

## 21. **Territorial limits**

Cover shall only apply within the **Territorial Limits** as defined in **Your Insurance Certificate**.

## 22. **War**

Armed conflict between nations, including forces acting for any international authority, whether **War** be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

## 23. **We/Us/Our**

Certain Underwriters at Lloyd's of London.

## 24. You/Your

Insured persons shown in the **Certificate of Insurance**

## DISPUTE AND COMPLAINTS

If, for any reason, **You** have any cause for complaint regarding the insurance, **You** should write in the first instance to:

The Complaints Manager

MS Amlin Underwriting Limited  
25 Fenchurch Street,  
London EC3M 5AD

Tel: +44 (0)20 7702 6388  
E mail: [compliance@msilm.com](mailto:compliance@msilm.com)

If **You** have any questions, concerns or complaints about the handling of a claim **You** should, in the first instance, contact:

Reactive Claims Limited  
Attwood House, Mansfield  
Business Park, Four Marks,  
Hampshire GU34 5PZ

Telephone: + 44 (0) 1420 383010

In the event **You** remain dissatisfied and wish to make a complaint **You** may refer the matter to the Policyholder & Market Assistance department at Lloyd's. Their address is:

Policyholder & Market Assistance  
Market Services  
Lloyd's  
One Lime Street  
London EC3M 7 HA

Tel No: + 44 (0) 207 327 5693  
Fax No: + 44 (0) 207 327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

In the event that the Complaints Department at Lloyd's is unable to resolve **Your** complaint, it may be possible for **You** to refer it to the Alternative Dispute Resolution Service. **You** can do this via the Online Dispute Resolution platform:

<http://ec.europa.eu/odr>

It may also be possible to refer it to the Financial Ombudsman Service (FOS). Details of who is eligible and how to refer a complaint to the FOS can be found on their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following the complaints procedure with the Alternative Dispute Resolution Service or the FOS does not affect **Your** rights to take legal action.

Further details will be provided at the appropriate stage of the complaints process.

## FINANCIAL SERVICES COMPENSATION SCHEME

Lloyd's insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **You** under this contract. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at the address below or on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

10th Floor, Beaufort House  
15 St Botolph Street,  
London EC3A 7QU

## IMPORTANT

### Several Liability Clause

**PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require, this should be read as a reference to contracts in the plural.