

UK HOLE IN
ONE.

HOLE IN ONE INSURANCE POLICY

A policy to cover Hole in One events for club, corporate or charity golf days.

Underwritten by



Hole in One Insurance Policy

WELCOME

Welcome to Hole in One Insurance from Aviva, the UK's largest insurer. This policy is administered by UK Hole in One Limited, an Appointed Representative of Midway Insurance Service Limited

Introduction to the Policy Wording

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

If any details are incorrect or if the policy does not provide the cover you need, please contact your insurance adviser immediately.

Please see **Policy Conditions, Cancellation** for your 14 day cancellation rights

How to Claim –see **Claims Procedure and Conditions**

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Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your Insurance Adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their Website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Important Information

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- a. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- b. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business; or
- c. Should neither of the above be applicable, the law of England and Wales will apply.

Use of Language

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

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and braille. If you require any of these formats, in the first instance please contact your insurance adviser.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS Website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers 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.

The Insurer

Aviva Insurance Limited

Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid the premium for The Event, We will indemnify You by payment in respect of liability, to the extent of and subject to the terms contained in or endorsed on the policy.

Important Notice

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Policy Definitions

Each time we use one of the words or phrases listed below, it will have the same meaning wherever it appears in your policy unless we state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Ancillary Prize

Each prize described in section 1b of The Schedule.

Ancillary Prize Hole

The designated Ancillary Prize Holes as stated in section 1b of The Schedule.

Designated Prize Hole

Either: the Main Prize Hole or an Ancillary Prize Hole.

Eligible Participating Player

Any Participating Player who is an amateur golfer as defined by the Rules of Golf administered by The R&A.

Event Course

The course named as such in The Schedule.

Hole in One

Where a Participating Player strikes a ball from the designated teeing area (for non-professional golfers) of a Designated Prize Hole which comes to a complete rest in the cup hole on the Target Green of that Designated Prize Hole and is considered as a single shot to be recorded on the official tournament score card as 1 shot in accordance with the current rules of golf as defined by The Royal and Ancient Golf Club of St Andrews. For the avoidance of doubt this must be the first strike and there must not have been any practice shots, second attempts or mulligans.

Main Prize

The prize described in section 1a of The Schedule.

Main Prize Hole

The designated hole as stated in section 1a of The Schedule.

Nominated Witness(es)

A person or persons nominated by You aged 21 or over who is not a Participating Player and is or are responsible for witnessing all attempts at a Hole in One on the Main Prize Hole.

Participating Player

An individual aged 18 or over entered and playing in The Event.

R&A

R&A Rules Limited, the body which jointly writes and administers the Rules of Golf worldwide.

Rules of Golf

The rules governing the game of golf worldwide jointly administered by the R&A and the United States Golf Association (USGA).

Target Green

The green designated on The Event Course corresponding to the Designated Prize Hole being played by a Participating Player.

The Event

The golf competition at the golf club and course on the date stated in The Schedule within the United Kingdom, the Channel Islands and the Isle of Man.

The Schedule

The document which specifies details of the Policyholder and The Event applying to this policy (which forms part of this policy).

Us / We

Aviva Insurance Limited.

You / Your/The Policyholder

The person or entity named in The Schedule as The Policyholder.

Section 1a – Main Prize

If an Eligible Participating Player achieves a Hole in One on the Main Prize Hole, We will indemnify You to the value of the Main Prize stated in The Schedule.

Conditions Applicable to Section 1a:-

Provision of Nominated Witnesses

Main Prize limits under £35,000 require one Nominated Witness on the Main Prize Hole. If it is not possible for a single person to have a clear and uninterrupted view of both the teeing area and the cup of the hole on the Target Green We will require two Nominated Witnesses one of whom is positioned at the teeing area and the other of whom is positioned adjacent to the Target Green of the Main Prize Hole.

Main Prize limits of £35,000 to £50,000 require two Nominated Witnesses, one of whom is positioned at the teeing area and the other of whom is positioned adjacent to the Target Green Of the Main Prize Hole.

Main Prize Hole Yardage - Men

The yardage to be played on the Main Prize Hole must be no less than the amount stated on The Schedule measured as either the distance from:

- a. the teeing area designated for men playing in The Event to the centre of the green; or
- b. the teeing area designated for men playing in The Event to the pin

Main Prize Hole Yardage - Women

Where The Event Course has separate teeing areas for women the yardage to be played on the Main Prize Hole by women must be no less than the amount stated on The Schedule measured as either the distance from:

- a. the teeing area designated for women playing in The Event to the centre of the green; or
- b. the teeing area designated for women playing in The Event to the pin.

Section 1b – Ancillary Prize Holes

if an Eligible Participating Player achieves a Hole in One on an Ancillary Prize Hole, we will provide You with the Ancillary Prize stated in The Schedule.

Conditions Applicable to Section 1b:-

Ancillary Prize Hole Yardage

The yardage to be played on any Ancillary Prize Hole listed on The Schedule must be no less than 90% of the yardage stated on the normal score card for The Event Course for the relevant hole measured from the designated teeing area to the centre of the Target Green and played from:

- a. a normally designated teeing area for The Event Course; or
- b. from a temporary teeing area normally used on The Event Course during periods of poor ground condition or essential maintenance or alteration providing that the use of temporary area is not deliberately chosen to make the hole significantly easier to play.

Automatic Reinstatement of Prize Clause

The prizes under Sections 1a and 1b will be automatically reinstated following a Hole in One for which a valid claim has been made under this Policy.

Conditions Applicable to Sections 1a and 1b

Groups

The Event must be competed in groups of no less than three and no more than four Participating Payers per hole. Each Participating Player is limited to no more than one attempt at a Hole in One on a Designated Prize Hole.

The Hole

Only one Designated Prize Hole may be used for each Target Green.

Nine Hole Courses

If The Event is played on a 9 hole course, then a Main Prize Hole or Ancillary Prize Hole shall only be regarded as a Designated Prize Hole the first time it is played.

Payment

The premium noted in The Schedule must be paid and The Schedule issued before the commencement of The Event.

Number of Participating Players

You must notify Us if the actual number of Participating Players at The Event is greater than the number stated in The Schedule and pay an additional premium (as calculated and notified by Us to You) before the commencement of The Event.

Pin Placement

The pin must not be positioned in a groove or valley of a Target Green to deliberately encourage the path of the ball towards the hole.

Completion of Round

The Participating Player must complete the entire round of golf and complete the scorecard.

Exceptions Applicable to Sections 1a and Sections 1b

Professional Golfer Exclusion

Any Participating Player who is not an amateur as defined by the Rules of Golf administered by the R&A will not be entitled to any benefit under this policy.

Temporary Green Exclusion

Any hole which is playing to a temporary green and not the Target Green normally associated with that golf hole will not be eligible as a Main Prize Hole or Ancillary Prize Hole.

Claims Procedure and Conditions

In the event of a claim under this Policy it is Your responsibility to:

- a. notify Us within 5 working days by calling 0345 370 2844 or emailing claims@ukholeinone.com;
- b. provide Us with copies of the appropriate official score cards for the group or individual player and a copy of the starting sheet; and
- c. obtain signed and witnessed written declarations as required below:

In the event of a claim under the Main Prize Hole written declarations will be required from:

1. The Eligible Participating Player who achieved the Hole in One;
2. Each playing partner of the Eligible Participating Player who achieved the Hole in One;
3. The official Main Prize Hole Nominated Witness(es); and
4. A club official of The Event Course such as the club professional or secretary or a member of The Event Course's green staff who shall certify that the Main Prize Hole was played in accordance with the requirements of the yardage and pin placement conditions set out in this policy.

In the event of a claim under an Ancillary Prize Hole written declarations will be required from:

1. The Eligible Participating Player who achieved the Hole in One; and
2. Each playing partner of the Eligible Participating Player who achieved the Hole in One.

Gifting of Prize to Charity

Where an Eligible Participating Player achieves a Hole in One which would be eligible for a claim under this policy under Sections 1a or 1b and they choose not to accept the relevant prize then they may elect that We will:

- (a) in the case of the Main Prize - make a payment equivalent to the value of the Main Prize as stated in the Schedule; or
- (b) in the case of an Ancillary Prize - provide the relevant Ancillary Prize

to a charity of their choice.

Claims Payment Nomination

Where a valid claim under Section 1(a) is accepted by Us, You may elect, by written notice to Us, for payment of a sum equivalent to the Main Prize value as set out in The Schedule to be made directly to:-

1. the Eligible Participating Player who achieved the Hole in One;
2. a designated supplier; or
3. a nominated charity,

subject to Our receipt of an appropriately completed nomination form.

Policy Conditions

The following Policy Conditions apply

Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. If there is a disagreement with regard to the choice of arbitrator, We will ask the president of a relevant national law society to choose a suitably qualified person. The arbitrator's decision shall be final and binding on both parties. All costs for resolving the difference will be met by the party whom the decision is made against.

Cancellation

If this policy does not meet Your needs and You notify Us within 14 days of receiving Your policy documents then You will be entitled to a full refund of premium providing that this is not on or after the date of The Event.

If The Event is cancelled because the course is closed due to adverse weather conditions or any other cause outside of your reasonable control which renders the course unplayable then, subject to (1) You notifying us within 5 days of you becoming aware of the relevant cause of the cancellation and (2) within a reasonable period of time, You providing Us with subsequent written confirmation of The Event being cancelled by an official of The Event Course, You will be entitled to a full refund of premium.

Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Identification

The policy and The Schedule will be read as one contract.

Non Disclosure, Misrepresentation or Misdescription

1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid;
 - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Policy Exceptions

We will not indemnify You in respect of:

- (1) 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:
 - (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny or military uprising, martial law,, rebellion, revolution, insurrection, , civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and

- (c) any action taken in controlling, preventing, suppressing or in any way relating to 1(a) and/or (1)(b) above.
- (2) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

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.
- (3) any consequence whatsoever directly or indirectly caused by or contributed to by or arising from:
 - (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (b) the use of any weapon or device:
 - (i) dispersing radioactive material and/or ionising radiation; or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
 - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Event Course (other than nuclear fuel or nuclear waste) used in the course of The Event for the purposes for which they were intended.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any:
 - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device;
 - (b) media or systems used in connection with anything referred to in (a) above whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:
 - (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
 - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.



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