

# COPY

**OPTION TWO - MEMBERS WORLDWIDE PERSONAL LIABILITY INSURANCE COVER**  
**IN RESPECT OF THIRD PARTY PERSONAL INJURY**  
**FULL TERMS & CONDITIONS - CONTRACT REF NO: B1164AIXAG31078**

**SECTION 1 - PERSONAL LIABILITY** The Insured will be indemnified against :

- A) i) All sums which the insured shall become legally liable to pay in respect of bodily injury to any person in respect of Road Traffic Act Liability whilst the insured is using a golf buggy whilst playing golf on a recognised golf course within the United Kingdom.  
ii) Legal Liability in respect of bodily injury to any person whilst the insured is playing golf on a recognised golf course within the Territorial limits of the policy.

The maximum amount payable in respect of any number of claims arising out of one cause in respect of A) ii above will not exceed £5,000,000 including (a) costs and expenses incurred with the Insurers' written consent; (b) Solicitor's fees for representation at any coroner's inquest, fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under this Section. In the event of the Insured's death, his legal personal representatives will be indemnified in respect of such liability incurred by the Insured.

**Jurisdiction clause** - No indemnity shall be given in respect of any judgement, award, or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the World to enforce such judgement, award or settlement either in whole or part).

**Exclusions** 1. Excluding any liability directly or indirectly due to the ownership or occupation of land or building by the Insured Person or the pursuit of exercise by the Insured Person of any employment business or profession.

2. This insurance does not cover any liability in the USA & Canada for

- (a) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination. (b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances  
(c) Fines, penalties, punitive or exemplary damages.

3. Punitive and exemplary damages exclusion clause - Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

4. The Insurer will not be liable for any claim unless any action for damages is brought against the insured in a Court of Law within the United Kingdom

5. Any liability in respect of damage to or theft of a buggy while in the custody or control of the insured.

**GENERAL CONDITIONS AND EXCLUSIONS**

**CONDITION 1 - OBSERVANCE OF CERTIFICATE TERMS** The Insurers' liability will be conditional upon any person claiming indemnity observing the terms of this Certificate.

**CONDITION 2 - DUE DILIGENCE** The Assured shall use due diligence and do and concur in doing all things practicable to avoid or diminish any loss of or damage to the property herein insured

**CONDITION 3 - CLAIMS PROCEDURE**

In order for consideration to be given to any claim under this policy

- a) The matter must be reported by the Insured to Golfguard Ltd in writing within 14 days of the accident  
b) The name and address of the insured member must be supplied to Golfguard Ltd.

**CONDITION 4 - INSURERS' RIGHTS**

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers who will be entitled to conduct the settlement of any claim at their discretion and the Insured Person shall give all information and assistance required.

**CONDITION 5 - OTHER INSURANCES** If the injury which is the subject of a claim under this Policy is covered by any other insurance the Insurers will not pay more than their rateable proportion

**CONDITION 6 - SPECIAL PROVISIONS** In the event of bodily injury to which this Certificate relates the Insured Person shall procure and act upon medical advice as soon as possible

**CONDITION 7 - CANCELLATION** 1) The Insurers shall be entitled to cancel the Insurance in respect of any Insured Person by sending seven days notice by registered letter to the last known address of the Insured Person. The Insurers may vary terms of or cancel the Certificate by giving not less than one month's notice to the holder of the Certificate. 2) In the event that the cover provided under this policy does not meet your particular requirements, if you notify Golfguard Ltd in writing within 14 days of commencement of your cover and provided there has been no claim under the policy, you will receive a full refund of premium paid.

**General Exclusion 1 - War and Kindred Risks**

(A) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(B) any legal liability of whatsoever nature

(C) any bodily injury directly or indirectly caused by or contributed to by or arising from i) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear assembly or nuclear component thereof

iii) war, invasion act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

**General Exclusion 2 - Sonic Bang**

This policy (except under Section 1) does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at Sonic or Supersonic speeds.

**General Exclusion 3 - Pollution or Contamination**

(A) This Certificate excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

(B) The liability of the Underwriters for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed the amount as specified in the Schedule.

(C) For the purpose of this Exclusion "Pollution or Contamination" shall be deemed to mean

- i) all pollution or contamination of buildings or other structures or of water or land of the atmosphere; and  
ii) all loss or damage or injury directly or indirectly caused by such pollution or contamination

**General Exclusion 4 - Golf Professionals**

Any injury or liability arising out of or in connection with the pursuit of the sport of Golf in a professional capacity.

**General Exclusion 5 - UK Residents - Age Limits**

This insurance is only available to UK residents who are aged between 8 and 85 years of age, unless otherwise agreed in writing by Golfguard Ltd.

**Millennium Exclusion**

The indemnity will not apply to legal liability of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000. 1. Correctly to recognise any date as its true calendar date. 2. To capture, save or retain &/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date. 3. To capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which caused the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date.

**TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Underwriters allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**ASBESTOS EXCLUSION**

This Policy does not apply to or include legal liability for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. Subject otherwise to the Terms, Conditions and Exclusions of the Policy.

**BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

**IMPORTANT NOTICE TO POLICYHOLDERS**

The Contracts (Rights of Third Parties) Act 1999 introduces legislation concerning who does, and who does not, have rights under this contract of insurance. The endorsement shown below has been introduced to clarify your situation under the Act. It will be added to your policy from the renewal date. Where we have noted the interest of a building society, bank or other lending institution, this endorsement will not affect what we have already agreed.

**DATA PROTECTION ACT 1998**

It is understood by the assured that any information provided to the underwriter regarding the assured will be processed by the underwriters 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.

**Endorsement – Contract Rights**

This is a Legally-binding contract of insurance between you (the insured) and us (the insurer). This contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of this contract without getting anyone else's permission.

**TERRITORIAL LIMITS** - The Terms and Conditions as stated within this policy include whilst the insured is playing golf at any recognised Golf Club anywhere within the United Kingdom.

**Worldwide Cover** – Cover under this policy (with the exception of Section 1 A i)) is extended to include whilst the insured is playing golf at a recognised Golf Club anywhere in the world subject to the terms and conditions as stated within this policy for up to a total of 120 days in any one period of insurance.

The Insurer will not be liable for any claim unless any action for damages is brought against the insured in a Court of Law within the United Kingdom

**FOR FURTHER INFORMATION OR ASSISTANCE KINDLY CONTACT :**

**GOLFGUARD LTD, P O BOX 270,EAST GRINSTEAD,WEST SUSSEX,RH19 3WP**

**TELEPHONE OR FAX : 01342 318368**

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