



Policy Document  
Personal



**GOLFSURE PERSONAL EUR**

**MASTER POLICY**

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## INTRODUCTION

This policy consists of the Definitions, Exclusions and Conditions, the Schedule, the Sections and Endorsements, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium We have relied on the information which You have provided to Us.

This insurance is underwritten by Us and arranged through Willis in accordance with the authority granted under the Contract Number stated in the Schedule.

We will, in consideration of the payment of the premium, insure You, subject to the terms and conditions of this policy, against the events set out in the operative Sections during the Period of Insurance or any subsequent period for which We agree to accept payment of premium.

Please read this policy carefully and make sure that it meets Your needs. If any corrections are necessary You should contact Willis through whom this policy was arranged.

Please keep this policy in a safe place – You may need to refer to it if you have to make a claim.

1. **Accessibility**

Upon request Willis can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If You require an alternative format You should contact Willis through whom this policy was arranged.

2. **Third Party Rights**

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

3. **Insurance Act 1936**

All monies which become or may become payable by Us under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

4. **Stamp Duties Consolidations Act 1999**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

5. **Government Charges**

The first premium includes any such charges.

6. **Currency**

The currency of all premiums, sums insured, limits of liabilities and excesses shown in this policy or Schedule or any subsequent renewal notice or endorsement shall be treated as being Euro.

7. **Law and Jurisdiction**

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy shall be governed by Irish law and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

The language of this policy and all communications relating to it will be in English.

8. **Cancellation and Cooling-Off Period**

a) **Your Right to Cancel during the Cooling-Off Period**

You are entitled to cancel this policy by notifying Us through Willis within fourteen (14) days of either:

- i) the date You receive this policy; or
  - ii) the start of Your Period of Insurance;
- whichever is the later.

A full refund of any premium paid will be made unless You have made a claim in which case the full annual premium is due.

b) **Your Right to Cancel after the Cooling-Off Period**

You are entitled to cancel this policy after the cooling-off period by notifying Us through Willis. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the policy has been in force unless You have made a claim in which case the full annual premium is due.

c) **Our Right to Cancel**

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- i) any failure by You to pay the premium; or
- ii) a change in risk which means We can no longer provide You with insurance cover; or
- iii) non-cooperation or failure to supply any information or documentation We request, such as details of a claim;

by giving You fourteen (14) days' notice in writing. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the policy has been in force unless You have made a claim in which case the full annual premium is due.

9. **Information You Have Given Us**

In deciding to accept this policy and in setting the terms including premium We have relied on the information which You have provided to Us. You must take care when answering any questions We ask by ensuring that any information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with untrue or misleading information We will have the right to:

- a) treat this policy as if it never existed;
- b) decline all claims; and
- c) retain the premium.

If We establish that You carelessly provided Us with untrue or misleading information We will have the right to:

- i) treat this policy as if it never existed, refuse to pay any claim and return the premium You have paid, if We would not have provided You with cover;
- ii) treat this policy as if it had been entered into on different terms from those agreed, if We would have provided You with cover on different terms;
- iii) reduce the amount We pay on any claim in the proportion that the premium You have paid bears to the premium We would have charged You, if We would have charged You more.

We will notify You in writing if i), ii) and/or iii) apply.

If there is no outstanding claim and ii) and/or iii) apply, We will have the right to:

- 1) give You notice that We are terminating this policy; or
- 2) give You notice that We will treat this policy and any future claim in accordance with ii) and/or iii), in which case You may then give Us notice that You are terminating this policy:

in accordance with the Cancellation and Cooling-Off Period Provisions.

10. **Changes We Need to Know About**

You must tell Us as soon as practicably possible after Your becoming aware of any changes in the information You have provided to Us which happen before or during any Period of Insurance.

When We are notified of a change We will tell You if this affects Your policy. For example We may cancel Your policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of Your policy or require You to pay more for Your insurance. If You do not inform Us about a change it may affect any claim You make or could result in Your insurance being invalid.

11. **Fraud**

If You, or anyone acting for You, makes a fraudulent Claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, We:

- (a) will not be liable to pay the Claim; and
- (b) may recover from You any sums paid by Us to You in respect of the Claim; and
- (c) may by notice to You treat this policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

- (i) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under this policy (such as the occurrence of a loss, the making of a Claim, or the notification of a potential Claim); and
- (ii) We need not return any of the premium paid.

12. **Sanctions**

We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

13. **Complaints Procedure**

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

If You have any questions or concerns about the policy or the handling of a claim please contact Willis through whom this policy was arranged.

If You wish to make a complaint You can do so at any time by referring the matter to:

Complaints Department  
XL Catlin Services SE  
20 Gracechurch Street  
London  
EC3V 0BG  
United Kingdom

E-mail: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

Telephone Number: +44 (0) 20 7743 8487

XL Catlin Services SE acts on Our behalf in the administration of complaints.

The complaint will be acknowledged, in writing, within 5 (five) business days of it being made.

If You remain dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, **You** can refer the complaint to the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29

Telephone Number: +353 1 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Insurance Company SE is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

14. **Insurance Guarantee Schemes**

Depending upon where in the EEA You and/or the insured risk is located there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance (e.g. compulsory motor cover) although some jurisdictions have wider schemes. If You have any questions, please contact Us.

15. **Regulatory Information**

a) **XL Insurance Company SE**

XL Insurance Company SE is a European public limited liability company and is regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2 D02 VK30, Ireland.  
Registered in Ireland Number 641686.

b) **XL Catlin Services SE**

XL Catlin Services SE acts as an agent of XL Insurance Company SE in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Financial Conduct Authority (Firm Reference No. 753688).

Registered Office 20 Gracechurch Street, London, EC3V 0BG.  
Registered in England Number SE000103.

- c) **Willis**  
Willis Risk Services (Ireland) Limited t/a Willis is authorised and regulated by the Central Bank of Ireland  
Registered office: Willis Towers Watson House, Elm Park, Merrion Road, Dublin 4, Ireland.  
Registered in Ireland No. 78812.

You can check these out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768 and the Central Bank of Ireland's website [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate or by calling the Central Bank of Ireland on +353 (0)1 224 6000.

## 16. **Fair Processing Notice**

This Privacy Notice describes how XL Insurance Company SE (for the purpose of this notice "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [compliance@axaxl.com](mailto:compliance@axaxl.com).

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

## **POLICY DEFINITIONS**

The following Definitions apply to the entire Policy. Additional Definitions specific to each Section are set out therein.

1. Golf Club Premises shall mean the clubhouse and golf course area (including car park area of the clubhouse).
2. Insured / You / Your shall mean the Insured stated in the Schedule and shall include in the event of the Insured's death any of the Insured's personal representatives in respect of liability incurred by the Insured.
3. Insurer / We / Us / Our shall mean XL Insurance Company SE.
4. Operative Time shall mean whilst the Insured is playing golf or on Golf Club Premises and further extends to include whilst attending any meeting of the Insured's golf club or attending any meeting or function on behalf of or as a representative of the Insured's golf club whether on a Golf Club Premises or not, excluding whilst commuting to and from such meetings or functions.
5. Period of Insurance shall mean the period of insurance stated in the Schedule or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this Policy.
6. Willis shall mean Willis Risk Services (Ireland) Limited.

## **SECTION 1 – GOLF EQUIPMENT / PERSONAL EFFECTS Insuring Agreement**

If, during the Period of Insurance, any of the Property Insured described in the Schedule hereto be accidentally lost, destroyed or damaged other than by an excluded cause the Insurer will pay to the Insured the value of the property at the time of the happening of its accidental loss or destruction or the amount of such accidental damage (accidental loss, destruction or damage being hereafter termed Damage) or at its option reinstate or replace such property or any part thereof

provided that:-

the liability of the Insurer in any one period of insurance shall in no case exceed –

- (a) in respect of each item the sum expressed to be insured thereon or in the whole the total sum insured thereby
- (b) any limit of liability shown in the Schedule

or such other amount as may be substituted therefor by memorandum hereon signed by or on behalf of the Insurer.

### **Definitions applicable to Section 1**

The following Definitions apply to this Section in addition to the Definitions that apply to the entire Policy:

- 1. Golf Equipment shall mean golf clubs, golf club bags, Skycaddies, caddy cars, golf shoes, golf waterproofs, golf hats, golf gloves and golf carry bags (for bringing clothes, etc.).
- 2. Personal Clothing shall mean watches, jewellery, jackets, jumpers, shirts, trousers and ordinary shoes.

### **Exclusions applicable to Section 1**

This Section does not cover:-

- 1. Damage caused by:
  - (a) faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration or wear and tear,
  - (b) corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in colour or flavour or texture or finish, vermin, insects, marring or scratching,
  - (c) infidelity or dishonesty of the Insured, nor Damage resulting from the Insured voluntarily parting with title or possession of any property,
  - (d) mechanical or electrical breakdown and/or derangement of machinery or equipment,
  - (e) pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by
    - (i) pollution or contamination which itself results from Damage as within defined,
    - (ii) Damage as within defined which itself results from pollution or contamination.
- 2. Damage to property as a result of its undergoing any process of repairing, restoring or dyeing.

## **Conditions applicable to Section 1**

The following Conditions apply to this Section in addition to the Conditions that apply to the entire Policy. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

### **1. Automatic Reinstatement Following Loss**

In the absence of written notice by the Insured or the Insurer to the contrary the Insurer's liability under this Section shall not stand reduced by the amount of any loss.

### **2. Claims**

The Insurer shall be entitled to refuse to pay any claim under this Section in its entirety if, in the event of Damage the Insured does not:

- (a) give notice as soon as practicably possible to the Davies Group as stated in the Claims Contact Details on page 21.
- (b) notify the police authority in the country where the Damage has occurred as soon as practicably possible in respect of Damage caused by theft.
- (c) within 30 days after any Damage and at the expense of the Insured deliver to the Insurer a claim in writing containing an account of the articles damaged and of the amount of Damage having regard to their value at the time of the Damage together with details of any other insurances on any property insured. The Insured shall also give to the Insurer all such receipts and information with respect to the claim as may be required

### **3. Contribution**

If at the time of any Damage to any property insured under this Section there be any other insurance effected by or on behalf of the Insured covering any of the property damaged, the liability of the Insurer hereunder shall be limited to its rateable proportion of such Damage. If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the Damage the liability of the Insurer hereunder shall be limited to such proportion of the Damage as the sum hereby insured bears to the value of the property.

### **4. Deductible**

This Section does not cover the amount(s) of the deductible(s) stated in the Schedule in respect of each and every loss.

### **5. Reinstatement**

If the Insurer becomes bound to replace any property the Insured shall at the Insured's own expense produce and give to the Insurer all such receipts and information as the Insurer may reasonably require. The Insurer shall not be bound to replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon.

### **6. Rights of the Insurer**

On the happening of any Damage in respect of which a claim is or may be made under this Section the Insurer and every person authorised by the Insurer may without thereby incurring any liability and without diminishing the right of the Insurer to rely upon any conditions of this Policy enter, take or keep possession of the building or premises where the Damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This Condition shall be evidence of the leave and licence of the Insured to the Insurer so to do. If the Insured or anyone acting on behalf of the

Insured shall not comply with the requirements of the Insurer or shall hinder or obstruct the Insurer in doing any of the above-mentioned acts then all benefit under this Section shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

#### **Extensions applicable to Section 1**

1. **Golf Buggies**

The insurance by this Section extends to include Damage not otherwise excluded to single-seater ride-on golf buggies caused while being used in circumstances which do not require insurance under the provisions of the Road Traffic Acts or any amending legislation and where cover is not afforded under any other policy, subject to a limit of €4,000 in respect of any one occurrence.

2. **Hole in One**

Any hole in one scored in an official club, Golfing Union of Ireland or Irish Ladies Golfing Union competition are entered into a draw as follows

- (a) Monthly draw for holes in one for each month
- (b) Annual draw in January for all holes in ones recorded for the policy year

All Cards stamped by Club Manager or Handicap Conveynor and submitted within 30 days of event.

3. **Loss of Keys**

The insurance by this Section extends to include the cost of replacing car keys, the property of the Insured, lost whilst on Golf Club Premises. In respect of this Extension no deductible will apply.

4. **Mobile Phones**

The insurance by this Section extends to include Damage to personal mobile telephones, the property of the Insured, whilst on Golf Club Premises, subject to a limit of €100 in respect of any one occurrence. In respect of this Extension no deductible will apply.

5. **Delayed Arrival of Golf Clubs**

The insurance by this Section extends to include the cost of renting Golf Clubs only when abroad because of non- arrival/delayed arrival subject to a limit of €250.

6. **GPS / Golf Satellite Rangefinders / Skycaddies**

The insurance by this Section extends to include Damage to GPS Skycaddies, the property of the Insured limited to €400 in respect of any one occurrence.

## **SECTION 2 – PERSONAL LIABILITIES**

### **Insuring Agreement**

In the event of

- (a) accidental Bodily Injury to any person
- (b) accidental Damage to property other than property belonging to the Insured or in the Insured's custody or control

caused during the Operative Time and within the Period of Insurance the Insurer will, subject to the Limit of Indemnity, indemnify the Insured in respect of legal liability incurred in connection with such Bodily Injury or Damage.

The Insurer will also pay all costs and expenses incurred with its written consent in respect of a claim against the Insured for damages and claimants' costs and expenses to which the indemnity expressed in this Section applies. Such costs and expenses shall be included within the Limit of Indemnity as stated in the Schedule or endorsed hereon.

### **Definitions applicable to Section 2**

The following Definitions apply to this Section in addition to the Definitions that apply to the entire Policy:

1. Bodily Injury shall mean accidental bodily injury including death, illness or disease. It shall include, but not by way of limitation, mental injury, anguish and shock.
2. Damage shall mean physical damage including physical loss, nuisance, trespass or obstruction.
3. Occurrence(s) shall mean an event including continuous or repeated exposure to substantially the same harmful conditions which results in Bodily Injury or Damage to property.
4. The Insured shall mean that as detailed in the Schedule or as endorsed hereon and shall include in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured.

### **Exclusions applicable to Section 2**

This Section does not cover:-

1. Damage to property or Bodily Injury to persons caused by the negligent use of any mechanically propelled vehicle, aircraft, waterborne vessel or craft whilst being used in such a manner as to render the Insured liable under the provisions of any Road Traffic Legislation, as this policy is not a motor policy within the meaning of Section 56 of the Road Traffic Act 1961 as amended.
2. Damage to property or Bodily Injury to persons which attaches because of an Agreement but which would not have attached in the absence of that Agreement.
3. Claims brought against the Insured in any Court of Law other than in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
4. Liability arising from a deliberate wilful act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
5. Bodily Injury to any person and/or Damage to property caused by or in connection with or arising from:
  - (a) libel or slander or infringement of plans, copyright, patent, trade name, trade mark or registered design,
  - (b) pollution or contamination of air, water or soil within the territories of the United States of America or Canada.

## **Conditions applicable to Section 2**

The following Conditions apply to this Section in addition to the Conditions that apply to the entire Policy. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

### **1. Claims**

- (a) The Insured shall give notice to the Davies Group as stated in the Claims Contact Details on page 21 as soon as practicably possible of any Occurrence likely to give rise to a claim with full particulars thereof. Every letter, claim, writ, summons and/or process shall be notified and forwarded to the Davies Group as soon as practicably possible on receipt. Notice shall also be given to the Davies Group as soon as practicably possible after the Insured shall have knowledge of any incident, prosecution or inquest in connection with any Occurrence for which there may be a liability under this Section.
- (b) No admission, repudiation, offer, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurer may require.

### **2. Contribution**

If at the time of the happening of any Occurrence covered by this Section of the Policy there is any other existing insurance whether effected by the Insured or not covering the same liability the Insurer shall not be liable to indemnify the Insured in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

### **3. Deductible**

All claims against the Insured for loss, damage or expense arising out of one Occurrence or series of claims arising out of one Occurrence shall be adjusted separately and from the amount of each adjusted claim the sum indicated in the Schedule shall be deducted.

### **4. Limit of Indemnity**

The liability of the Insurer under this Section for all damages payable to any claimant or any number of claimants in respect of or arising out of one Occurrence or in respect of or arising out of all Occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amount specified as the Limit of Indemnity in the Schedule.

### **5. Suspension of Cover**

The Insurer shall at all reasonable time have free access to inspect any property and in the event of any defect or danger being apparent to the Insurer, the Insurer may give notice in writing to the Insured and thereupon all liability of the Insurer in respect thereof or arising therefrom shall be suspended until such defect or danger be altered to the satisfaction of the Insurer.

**SECTION 3 – PERSONAL ACCIDENT  
Insuring Agreement**

If an Insured sustains Bodily Injury during the Operative Time and within the Period of Insurance which results within two years solely and independently of any other cause in death, Loss of Limb, Loss of Sight, Loss of Hearing, Permanent Total Disablement, Temporary Total Disablement, Medical Expenses, Fractures, Dental Expenses, Facial Scarring, Hospitalisation or Coma, the Insurer will pay the Insured the appropriate amount shown in the Schedule of Benefits below.

**Schedule of Benefits**

<b>ITEM</b>	<b>BENEFIT</b>
1. Accidental death	€150,000
2. Loss of Limb or Loss of Sight of one Eye	€150,000
3. (a) Loss of Limb (two or more) and/or Loss of Sight in both eyes or one of each	€150,000
(b) (i) Loss of Hearing in both ears	€150,000
(ii) Loss of Hearing in one ear	€37,500
4. Permanent Total Disablement	€150,000
5. Temporary Total Disablement	Per week €250
6. Medical Expenses	Republic of Ireland €3,300 Elsewhere €30,000
7. Dental Expenses	€10,000
8. Hospitalisation payable per day up to max 20 days	€50
9. Coma payable per week for each full week of continuous unconsciousness up to max 26 weeks	€100
10 (a) Facial Scarring – length 10cm or longer	€3,000
(b) Facial Scarring – length between 3cm and 9cm	€1,500
11. Fracture or Fractures	
(a) of the vertebral column (other than the coccyx)	€1,500
(b) of the pelvis	€1,200
(c) of the skull (other than the nose and teeth), breast bone, ankle or one or more bones of the leg (femur, patella, tibia and fibula)	€500
(d) of the collar bone, elbow, wrist or one or more bones of the arm (humerus, radius and ulna)	€250
(e) of a rib or coccyx	€100
(f) of one or more bones of the hand, fingers, foot, thumbs, toes, the nose or any bone not specifically covered under items (a) to (e) above	€40
Any One Accident Limit	€5,000,000

### **Provisions applicable to the Benefits**

1. Death, Loss of Limb, Loss of Sight, Loss of Hearing, Permanent Total Disablement, Temporary Total Disablement, Medical Expenses, Fractures, Dental Expenses, Facial Scarring, Hospitalisation or Coma resulting from exposure to the elements will be considered to have been caused by Bodily Injury.
2. No benefit will be payable in respect of any one accident under more than one of Items 1 - 4 on the Schedule of Benefits.
3. The benefit under Item 1 for an Insured under 18 years of age will be limited to €50,000 except where the Insured, aged between 16 and 18 years of age at the time of sustaining Bodily Injury, is in full-time Gainful Employment. The benefit under Item 1 for an Insured over 65 years of age is limited to €50,000.
4. No benefit will be payable under Item 5 for the 1st 14 days of disablement and thereafter for no more than 104 weeks in total. The benefit payable shall not exceed more than 75% of the Insured's total weekly Income, including Income from other sources.
5. The benefit under Item 5 will only be payable where the Insured, aged between 16 and 70 years of age at the time of sustaining Bodily Injury, is in full-time Gainful Employment.
6. The benefit under Item 4 is reduced to NIL where the Insured is over 65 years of age. Item 5 is reduced to Nil where the Insured is over 70 years of age.
7. The benefits under Items 2 and 3 are reduced by 40% where the Insured is over 75 years of age.

### **Definitions applicable to Section 3**

The following Definitions apply to this Section in addition to the Definitions that apply to the entire Policy:

1. Any One Accident Limit shall mean the maximum the Insurer will pay in the aggregate under this and any other policy of Personal Accident Insurance issued by the Insurer in the Insured's name in respect of all Insureds suffering Bodily Injury in the same accident or series of accidents contributed to, caused by or consequent upon the same original cause, event or circumstance. If a claim exceeds the Any One Accident Limit the Insurer will pay an amount which is proportionately reduced until the total does not exceed the limit.
2. Bodily Injury shall mean injury to the body caused by an accident and not by any gradual cause. It does not include:
  - (a) sickness or disease unless this results from injury to the body;
  - (b) post-traumatic stress disorder; or
  - (c) a psychological or psychiatric illness or condition.
3. Coma shall mean a state of deep prolonged unconsciousness in which an individual is incapable of sensing or responding to external stimuli and internal needs.
4. Dental Expenses shall mean treatment necessary to restore or replace sound natural teeth lost or damaged as a result of Bodily Injury, which is received in a dental surgery or an Accident and Emergency department of a hospital by a Dental Practitioner or Medical Practitioner within two years of the Bodily Injury. Dental expenses incurred within two years of the date of Bodily Injury for treatment which either takes place or is expected to take place after the expiry of the two years from the date of Bodily Injury are not Dental Expenses for the purpose of this insurance.
5. Dental Practitioner shall mean any suitably qualified dental practitioner registered under the Irish Dental Council in the Republic of Ireland other than:
  - (a) an Insured
  - (b) a member of the immediate family of an Insured or
  - (c) an employee of an Insured.

6. Face shall mean the front of the human head from the forehead to the chin and ear to ear.
7. Facial Scarring shall mean any scarring of the Face.
8. Fracture shall mean a break in the full thickness of a bone.
9. Gainful Employment shall mean that the Insured must be working under a contract of employment or as self- employed where their earnings are taxed under PAYE or Schedule D of the Taxes Consolidation Act (TCA) for assessment purposes.
10. Hospital shall mean an institution which meets all of the following requirements:
  - (a) holds a licence as a hospital (where licensing is required);
  - (b) operates primarily for the reception, care and treatment of sick and injured persons as in-patients;
  - (c) provides 24hrs a day nursing services by registered or graduate nurses;
  - (d) has a staff of one or more licensed physicians available at all times;
  - (e) provides organised facilities for diagnosis and major surgical facilities; and
  - (f) is not primarily a clinic, nursing, rest or convalescent home, a rehabilitation centre, an extended care facility or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts.
11. Hospitalisation shall mean an overnight stay in a hospital, as an in-patient, such confinement being certified by a Medical Practitioner.
12. Income shall mean weekly gross income, excluding commission, bonuses, overtime payments and any allowances earned through personal exertion, averaged over the period of twelve (12) months immediately preceding the commencement of the disability.
13. Loss of Hearing shall mean total and permanent loss of hearing.
14. Loss of Limb shall mean
  - (a) in the case of a leg:
    - (i) loss by permanent physical severance at or above the ankle; or
    - (ii) permanent and total loss of use of a complete foot or leg.
  - (b) in the case of an arm:
    - (i) loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) ; or
    - (ii) permanent and total loss of use of a complete arm or hand.
15. Loss of Sight shall mean permanent and total loss of sight:
  - (a) in both eyes if the Insured's name is added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
  - (b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the Insured should see at 60 feet).
16. Medical Consultant shall mean a Medical Practitioner who has a current full registration with the Irish Medical Council and who holds a public consultant post; or has held a public consultant post in the past and now practices within the same specialised field; or holds the necessary qualifications for a public consultant post together with evidence of appropriate general professional and higher specialist training to a standard required for such a post in the speciality in which he/she intends to work.
17. Medical Expenses shall mean expenses, not recoverable from any other source, necessarily and properly incurred by the Insured within two years of the date of Bodily Injury for medical, Hospital, surgical, x- ray or nursing treatment, including the cost of medical supplies and ambulance hire. Medical expenses incurred within two years of the date of Bodily Injury for treatment which either takes place or is expected to take place after the expiry of the two years from the date of Bodily Injury are not Medical Expenses for the purpose of this insurance.
18. Medical Practitioner shall mean any suitably qualified medical practitioner other than:
  - (a) an Insured
  - (b) a member of the immediate family of an Insured or
  - (c) an employee of an Insured.
19. Osteoporosis shall mean the thinning of the bone out of proportion to age.

20. Permanent Total Disablement shall mean disablement which totally prevents the Insured from working in or attending to any and every occupation and which will in all probability continue for the remainder of the Insured's natural life.
21. Temporary Total Disablement shall mean disablement which totally prevents the Insured from carrying out all parts of the Insured's usual Gainful Employment.

### **Exclusions applicable to Section 3**

This Section does not cover:-

1. The Insurer will not pay for any claim which is the result of or caused by:
  - (a) intentional self-injury; or
  - (b) suicide or attempted suicide; or
  - (c) flying as a pilot.
2. The Insurer will not pay any benefit which is the result of or is contributed to by:
  - (a) sickness or disease (not resulting from Bodily Injury), or
  - (b) any naturally occurring condition or degenerative process, or
  - (c) any gradually operating cause.
3. The Insurer will not pay the first €32 of each and every loss under Item 6 or 7.
4. The Insurer will not pay any benefit for an Insured where the Insured is under the influence of or being affected by alcohol or drugs other than drugs taken under the direction of a qualified Medical Practitioner.
5. The Insurer will not pay any benefit under Item 11 for any Fracture resulting from Osteoporosis where this condition has been diagnosed and made known to the Insured prior to the Fracture.
6. The Insurer will not pay Dental Expenses for any costs in providing repairs to dentures or artificial teeth or any dental work involving the use of precious metals.
7. Claims under Items 5, 8 and 9 incurred more than 24 months after the date of Bodily Injury.

### **Conditions applicable to Section 3**

The following Conditions apply to this Section in addition to the Conditions that apply to the entire Policy. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

1. **Assignment**  
The Insurer will not accept or be affected by any notice of any trust, charge, lien, assignment, or other dealing with, or relating to, this Section.
2. **Claim Evidence**  
The Insured must provide, at the Insured's own expense, any evidence the Insurer asks for to support the Insured's claim. The Insured must undergo as many medical examinations in connection with any claim as the Insurer may require at the Insured's own expense.
3. **Claim Payment**  
If the Insurer has paid a claim under this Section, and the payment has been accepted, the Insurer will not make any further payments for the same claim.  
Benefit will be paid to the Insured or to the Insured's personal representative, whose receipt will discharge the Insurer. In the event that the Insured is under 18 years of age the benefit will be paid to the Insured's parents.
4. **Claim Payment Interest**  
The Insurer will not pay interest on any claim payment.

5. **Claim Reporting**

The Insured must notify the Davies Group as stated in the Claims Contact Details on page 22 about any potential claim as soon as practicably possible.

**Extensions applicable to Section 3**

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

1. **Club Subscription**

If an Insured sustains Bodily Injury during the Operative Time and within the Period of Insurance which results in a valid claim under this Section, the Insurer will pay the Insured for non-refundable club subscriptions owed by the Insured for the duration that the Bodily Injury prevents the Insured from benefitting from such subscription, subject to a limit of EUR 1,000.

2. **Medical Second Opinion**

If an Insured sustains any accidental Bodily Injury or illness which is diagnosed during the Period of Insurance, regardless of the Operative Time or the exclusions applicable to this Section, access to a Medical Second Opinion service is provided by the Insurer.

**Using Medical Second Opinion**

Full details are available by referring to the Insurer but the following is a summary.

- (a) An Insured should contact Second Opinion by telephoning +44 (0) 207 486 2300 and provide details of their current Medical Consultant.
- (b) An Insured should then request that their Medical Consultant forwards their medical file to Second Opinion (this may require written authorisation).
- (c) In most cases it will not be necessary for an Insured to visit Second Opinion. However, if Second Opinion considers this necessary, the Insurer will pay for the cost of the first consultation (excluding the cost of travel and accommodation).

## **POLICY EXCLUSIONS**

This Policy does not cover:

- (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; or
- (b) any legal liability of whatsoever nature; or
- (c) any claim which is the result of Bodily Injury (as defined in Section 2 and Section 3), death, Loss of Limb, Loss of Sight, Loss of Hearing, Permanent Total Disablement, Temporary Total Disablement, Fractures, Facial Scarring, Hospitalisation, Coma or the incurring of Medical Expenses or Dental Expenses;

directly or indirectly caused by, contributed to by, arising from, occasioned by, or happening through or in consequence of:

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
3. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or any warlike activities including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends; nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

## **POLICY CONDITIONS**

The following Conditions apply to the entire Policy. Additional Conditions specific to each Section are set out therein. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

1. **Due Diligence**

The due observance and fulfilment of the terms and conditions of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurer to make any payment under this Policy.

2. **Loss Payments**

In the event of any claim or claims being or becoming payable under more than one Section of this Policy in respect of any loss, destruction or damage to property of the Insured, the liability of the Insurer shall not exceed the amount stated as the Limit of Indemnity under Section 2 or the total amount which would have been or become payable under the appropriate item in Section 1 of this Policy, whichever is the greater.

3. **Reasonable Precautions**

The Insured shall take all reasonable precautions to prevent accidents and Damage.

4. **Right of Refusal**

The Insurer reserves the right to refuse to accept any member of a golf club who is proposed for insurance with the Insurer by that club and/or its brokers and/or agents. The Insurer shall not be obliged to provide any reasons whatsoever as to the grounds for its refusal to accept the said member as an Insured pursuant to this Policy.

5. **Subrogation**

Any claimant under this Policy shall at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon its paying for or making good any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurer.

## **CLAIMS CONTACT DETAILS**

### **Sections 1, 2 and 3**

Davies Group  
10B Beckett Way  
Parkwest Business Park  
Nangor Road  
Dublin 12  
Ireland  
Phone: (01)623 8444  
E-mail: [Golfsure.Personal@davies-group.com](mailto:Golfsure.Personal@davies-group.com)

### **Hole in One**

All signed cards to be sent to  
Broker Services Team  
Willis Towers Watson  
Willis Risk Services (Ireland) Limited  
Willis Towers Watson House  
Elm Park  
Merrion Road  
Dublin 4  
D04 P231  
Ireland  
E-mail: [service.team@willistowerswatson.com](mailto:service.team@willistowerswatson.com)

GolfSure is a tailor-made insurance policy to meet all the needs of Golf Clubs and Golfers and has been supporting them in Ireland since 1998.