Hole-in-One Insurance Policy

Australia
THE ASSURED IS REQUESTED TO READ THIS POLICY AND, IF IT IS INCORRECT, RETURN IT IMMEDIATELY TO THEIR BROKER OR AGENT FOR ALTERATION.
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1. INSURING CLAUSE

1.1. This Insurance is to indemnify the Insured for their liability incurred, up to the stated limits of indemnity, as a direct result of the awarding of the prize named in the Schedule to the first participant who achieves a Hole-In-One provided that all of the following occurs:-

   1.1.1. at the Insured Tournament named in the Schedule,
   1.1.2. during a complete round on the specified date(s),
   1.1.3. at the hole or hole(s) stated in the Schedule,
   1.1.4. and is accomplished with the first tee shot.

2. DEFINITIONS

2.1. Insured Tournament means the golf tournament shown in the schedule.

2.2. Insured Hole means the specific hole(s) shown in the schedule.

2.3. Hole In One means a hole made in one stroke from the tee.

2.4. Mulligan means when a player is allowed to replay any one shot.

2.5. Participant means any individual, not including golf club professionals, professional golfers or semi professionals entered and playing in the Insured Tournament for which the premium has been paid.

2.6. Official means an individual over the age of eighteen (18) who is not a Participant in the Insured Tournament.

3. CONDITIONS PRECEDENT

It is a condition precedent to Underwriters’ liability under this Insurance that:

3.1. the Insured Tournament must be played in groups made up of no fewer than threeParticipants.

3.2. the Insured Tournament shall be conducted in accordance with the rules laid down by the Professional Golfers Association;

3.3. all equipment to be used during the Insured Tournament shall conform to the specifications laid down by the Professional Golfers Association;

3.4. the green(s) at the nominated Insured Hole(s) shall not be specifically prepared or altered from the condition which is usual for normal play nor shall the Insured Hole(s) be so positioned on the green(s) as to facilitate a Hole-In-One.
3.5. play at the Insured Hole(s) shall be supervised throughout the tournament by the approved 
Official and any Participant claiming the prize shall have his/her card signed by his/her 
opponent and the approved Official.

3.6. At least one Official must be stationed and monitoring play at each Insured Hole at all times 
during the Insured Tournament. If the prize value is in excess of AUD 50,000 underwriters 
prior approval of Official required.

3.7. no Insured Hole shall be less than the length stated in the Schedule;

3.8. the minimum yardage on any Insured Hole for men must be 150 Metres from the tee to the 
hole. Ladies may play from 145 Metres.

3.9. the number of:
   3.9.1. participant(s),
   3.9.2. rounds,
   3.9.3. shots,
shall not exceed the numbers stated in the Schedule;

3.10. the Assured shall not publicise the existence of this Insurance.

3.11. truthfully declared all material facts likely to influence a reasonable Underwriter in 
determining:
   3.11.1. whether or not to accept the risk or any subsequent amendment,
   3.11.2. the premium,
   3.11.3. the conditions, exclusions and limitations,
having diligently made all necessary inquiries to establish those facts.

3.12. no knowledge at inception, of any undisclosed matter, fact or circumstance, actual or 
threatened, that increases or could increase the possibility of a loss under this Insurance.

3.13. paid the premium due in accordance with the written conditions of quotation contained in 
the Application Form and/or in the ensuing quotation.

3.14. declared that all information contained in Application Form or supplied to support such 
proposal or other application for this Insurance is in all respects true and complete and 
unchanged at the inception of this Insurance. Further the Assured agrees that all such 
information is material, such items form the basis of this Insurance and are incorporated 
herein.

4. GENERAL CONDITIONS

4.1. Any fraud, misstatement or concealment in the information provided or in the making of a 
claim or otherwise howsoever, shall render all claims hereunder forfeit.

4.2. This Insurance and Schedule shall be read together as one contract and any word or 
expression to which a specific meaning has been attached in any part of this Insurance or 
Schedule shall bear such meaning wherever it may appear.
4.3. The premium being prepaid and this Insurance non-cancellable there can be no return of premium unless otherwise stated in the Schedule.

4.4. The Underwriters reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Assured or otherwise. In the event of any payment under this Insurance, the Underwriters shall be subrogated to the extent of such payment to all the Assured's rights of recovery and the Assured shall execute all papers required and shall do everything that may be necessary to secure such rights.

4.5. No suit shall be brought upon this Insurance unless the Assured has complied with all the provisions of this Insurance and has commenced suit within twelve months after the loss occurs.

4.6. This Insurance may not be assigned in whole or in part without the prior written consent of the Underwriters.

4.7. If the Loss Payee is other than the Assured, all claim payments due under the terms and condition of this Insurance shall be made payable to the party(s) detailed in the Schedule as Loss Payee(s). Payment of such losses by the Underwriters to the Loss Payee(s) shall be a sufficient and complete discharge of all the Underwriters' obligations to the Assured and Loss Payee(s) in connection with said loss(es).

4.8. This Insurance is mutually agreed to be governed and construed in accordance with the laws of Canada as per policy declaration page.

5. EXCLUSIONS

This insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

5.1. the Assured's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.

5.2. Any contractual dispute or breach by the Assured.

5.3. Alterations or variances of the Insured Tournament or Insured Hole without the prior approval of the underwriters.

5.4. Any fraud, misrepresentation or concealment by the Assured or Participant(s).

5.5. Any second attempt(s).

5.6. A ball hit out of bounds and being replayed.

5.7. A Participant who takes more than one attempt, regardless of the outcome of the shot.

5.8. A Participant who is ‘rounding out’ a group by taking an extra shot for the team is only eligible on their first shot.
5.9. any happening which is insured by or would, but for the existence of this Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this Insurance not been effected.

6. CLAIMS PROCEDURE

It is a condition precedent to the liability of the Underwriters that in the event of any happening or circumstance which could give rise to a claim under this Insurance, the Assured shall:

6.1. 6.1.1. as a matter of urgency give notice by the most expeditious means of the happening of any circumstance, to the person(s) designated in the attached Schedule;

6.1.2. confirm the facts in writing as soon as possible, with as much information as available;

6.1.3. make no admission of liability without the prior written consent of the Underwriters;

6.1.4. take all steps to minimise or avoid any loss hereunder;

6.1.5. provide the Underwriters or their appointed representatives with:

   6.1.5.1. all necessary assistance in a timely manner,
   6.1.5.2. all information required,
   6.1.5.3. all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required;

6.1.6. prove the loss to the satisfaction of the Underwriters

6.1.7. forward immediately to the Underwriters or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.

6.2. as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by the Underwriters at such reasonable time and place as may be designated by the Underwriters or their representatives.

So far as is in their power the Insured shall cause their employees and all other persons interested in the Insured Tournament, to comply with the foregoing.

No such examination under oath or examination of books or documents, nor any other act of the Underwriters or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Underwriters might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Underwriters' liability.

6.3. as soon as is practicable render a signed and sworn proof of loss to the Underwriters or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.

6.4. Allow the underwriters the right, if they so wish, to:

   6.4.1. take such steps as they deem necessary to prevent, mitigate or minimise a loss.
6.4.2. take over and conduct the defence or settlement of claims made against the Assured that are covered by this Insurance.

6.4.3. pursue all rights or remedies available to the Assured whether or not payment has been made hereunder.