



Policy

Hole-in-one



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1 Our agreement

1.1 Your policy

Thank you for choosing AXA XL.

This **policy** has been designed with **you** in mind and explains each parties responsibility. In exchange for the payment of the premium by **you**, this **policy**, its 'Schedule' and any attached endorsements sets out **your** insurance. It is a legal contract so please read it carefully. If **your** details are incorrect please return the **policy** immediately to **your** broker or agent for alteration.

1.2 Your insurer

AXA XL Insurance Company UK Limited

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Our registered office is 20 Gracechurch Street, London, EC3V 0BG. Registered in England No. 5328622.

1.3 Claim procedure

For all claims please contact **us** using the 'Claims notification' information stated in the 'Schedule'. **We** will be able to deal with **your** claim more effectively and speedily if **you** provide **your** 'Policy number' shown on **your** 'Schedule' on first contact.

1.4 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.

1.5 Change in circumstances

You must tell **your broker** within fourteen (14) days of **your** becoming aware of any changes in the information **you** have provided to **us** which happen before or during any **period of insurance**. If **you** become aware that the information **you** have given **us** is inaccurate, **you** should inform **your broker** as soon as practicably possible.

When **we** are notified of a change **we** will tell **you** if this affects this **policy**. For example **we** may amend the terms of this **policy** or require **you** to pay more for this insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in this insurance being invalid.

1.6 Fraud

If **you**, or anyone acting for **you**, makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent document, **we** will not pay any part of **your** claim or any other subsequent claim. In addition, **we** will have the right to:

- a) treat this **policy** as if it never existed, or at **our** option terminate this **policy**, without returning any premium that **you** have paid;
- b) refuse any other benefit under this **policy**.



1.7 Cancellation

a) Your right to cancel

Where **you** have purchased this **policy** in advance of **your** insured event, **you** are entitled to cancel this **policy** up to thirty (30) days prior to the insured event taking place by notifying **us** in writing, by email or by telephone as stated in the 'Schedule'. 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 premium is due. For the avoidance of doubt there will be no right of cancellation by **you** within thirty (30) days prior to an insured event taking place.

b) 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;

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 premium is due.

1.8 Fair Processing Notice

This Privacy Notice describes how AXA XL Insurance Company UK Limited (together, "**we**", "**us**" or the "**Insurer**") collect and use the personal information of insureds, claimants and other parties ("**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.

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 UK Information Commissioner's Office

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

1.9 Governing law and jurisdiction

Unless specifically agreed to the contrary and specified in the 'Schedule', the contract evidenced by this **policy** shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.



1.10 Language of this policy

Unless otherwise agreed the language of this **policy** shall be English.

1.11 Rights of third parties

A person who is not a party to this **policy** has no right under the 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 which exists or is available apart from that act.

1.12 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.

1.13 Accessibility

This **policy** and any other documentation in respect of this contract can be provided to **you** in braille, large font or audio. If an alternative format is required, please contact **your broker**.

1.14 Questions and Complaints

If **you** have any questions or concerns about this insurance or the handling of a claim, please contact **your** broker named in the 'Schedule' through whom this insurance was arranged.

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

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

Email: axaxlukcomplaints@axaxl.com
Telephone Number: +44 (0) 20 7743 8487

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

If **you** remain dissatisfied after the complaints department has considered **your** complaint, or **you** have not received a final decision within eight (8) weeks, **you** can refer **your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44 (0) 20 7964 1000
Fax: +44 (0) 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk



1.15 Financial Services Compensation Scheme

AXA XL Insurance Company UK Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract of insurance. If the **insured** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

2 Schedule

See attached

3 Definitions

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not. Where the context so admits or requires, words importing the singular will include the plural and vice versa. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

3.1 Independent Witness

Independent Witness means an individual over the age of eighteen (18) who is not a participant in the Insured Event and is not employed by the Insured

3.2 Insured/you/your

Insured/you/your means the person(s) or company named in the 'Schedule' to this **policy**.

3.3 Insurer/us/we/our

Insurer/we/our/us means the insurer named in the 'Schedule' to this **policy**.

3.4 Policy

Policy means this document, including the 'Schedules' or certificate of insurance issued in substitution) and any endorsements attaching to this document or the 'Schedule' that will be considered part of the legal contract.

4 Insuring Clause

We will pay **you** for **your** liability incurred, up to the stated limit of indemnity, as a direct result of the awarding of the prize named in the 'Schedule' to the first contestant who achieves a hole-in-one provided that it occurs:

- a) at the tournament named in the 'Schedule',
- b) during a complete round on the specified date(s) under the date of tournament,
- c) at the hole or hole(s) stated in the 'Schedule',
- d) and is accomplished with the first tee shot.

5 Conditions precedent

The following conditions precedent are very important. **We** shall not be liable to pay any claim hereunder unless **you** comply with the following conditions precedent:

It is a condition precedent to **our** liability under this **policy** that:

- a) the tournament shall be conducted in accordance with the rules laid down by the Professional Golfers Association or the Royal and Ancient Golf Club;
- b) all equipment to be used during the tournament shall conform to the specifications laid down by the Professional Golfers Association or the Royal and Ancient Golf Club;



- c) the green(s) at the nominated hole(s) shall not be specifically prepared or altered from the condition which is usual for normal play nor shall the hole(s) be so positioned on the green(s) as to facilitate a hole-in-one;
- d) play at the hole(s) shall be supervised throughout the tournament by an **Independent Witness** and any contestant claiming the prize shall have his card signed by his opponent and the approved **Independent Witness**;
- e) no designated hole shall be less than the length stated in the 'Schedule';
- f) the number of:
 - i. contestants,
 - ii. rounds,
 - iii. shots,shall not exceed the numbers stated in the 'Schedule';
- g) **you** shall not publicise the existence of the insurance provided by this **policy**.