

CANADA HOLE IN ONE POLICY WORDINGS

1. INSURING AGREEMENT

The insurer will indemnify the **INSURED** in an amount not exceeding the limit of insurance specified in the declarations, for an award to a **PARTICIPANT(S)** who during the **INSURED TOURNAMENT** is successful in scoring a **HOLE IN ONE** on the **INSURED HOLE** stated on the declarations. Coverage shall terminate immediately upon the first **HOLE IN ONE** being scored on an **INSURED HOLE** during an **INSURED TOURNAMENT** unless prize restoration endorsement is indicated on the declaration page as being selected then the insuring agreement shall extend to include a second **HOLE IN ONE** on the same **INSURED HOLE** after which coverage shall terminate and no additional **HOLE IN ONE**'s will be insured by this policy.

2. DEFINITIONS

- (a) **INSURED** means the organization or individual stated in the policy declarations.
- (b) **HOLE IN ONE** means a score of 1. The shot must be the first shot of the **PARTICIPANT(S)** and no **MULLIGAN(S)**, **DO OVERS** or the like shall be considered as a Hole First Shot. At all times the Rules Of Golf, as set out by the Royal Canadian Golf Association (RCGA) shall apply.
- (c) **INSURED HOLE** is the hole stated in the declarations at the Golf Course where the tournament is being played.
- (d) **TOURNAMENT OFFICIAL** is an impartial person who is 15 years of age or older and who is stationed at the green of the **INSURED HOLE** and whose duties are to monitor all shots played by **PARTICIPANT(S)** of the tournament. The **TOURNAMENT OFFICIAL** must be stationed at a position near the green where at all times the **INSURED HOLE** is visible. A **PARTICIPANT(S)** is not eligible to act as a **TOURNAMENT OFFICIAL**.
- (e) **GOLF COURSE OFFICIAL** is the Head Professional, General Manager or a person appointed by the **INSURED** at the golf course on the day of the tournament. The appointed person cannot be a **PARTICIPANT(S)** or **TOURNAMENT OFFICIAL** or Organizer of the Golf Tournament.
- (f) **INSURED TOURNAMENT** is the tournament stated in the declaration and held on the effective date of the policy.
- (g) **PARTICIPANT(S)** means an individual entered and playing in an **INSURED TOURNAMENT** other than a Golf Professional excluded under exclusion (b).
- (h) **MULLIGAN(S)**, **DO OVERS** means a player takes a second attempt at a shot whether permitted by the rules of the tournament or not.

3. TERMS & CONDITIONS

- (a) The distance from the Played Tee to the Hole will be a minimum of 150 yards for male golfers and 125 yards for female golfers for an award up to \$20,000, and a minimum of 165 yards for male golfers and 150 yards for female golfers for an award from 20,0001 - \$50,000, and a minimum of 165 yards for all golfers for an award of \$50,001 or greater. The distance to the hole shall be measured by a laser recording device by a **GOLF COURSE OFFICIAL** prior to commencement of play and the **GOLF COURSE OFFICIAL** will be required to certify the yardage played in the event of a claim.
- (b) A **TOURNAMENT OFFICIAL** is to be stationed near the Green with the Hole visible at all times and shall monitor play and act as an impartial witness in the event a successful **HOLE IN ONE** is scored. If the prize limit is \$50,001 or greater then two (2) **TOURNAMENT OFFICIALS** are to be stationed near the Green with the Hole visible at all times and shall monitor play and act as impartial witnesses in the event a successful **HOLE IN ONE** is scored.
- (c) All equipment must conform to the Rules of Golf adopted by the Royal Canadian Golf Association (RCGA) including but limited to the size of hole, flagstick, golf ball.
- (d) The hole and pin placement cannot be positioned in a groove or valley or slope on the green with the intent to aid in the direction of the ball towards the hole.
- (e) Only the first shot or attempt by any **PARTICIPANT(S)** shall be considered as a **HOLE IN ONE**. **MULLIGAN(S)** or any other second attempt shall not be considered as a **HOLE IN ONE**.
- (f) Coverage terminates immediately upon a **HOLE IN ONE** being scored during the **INSURED TOURNAMENT** and there shall be no automatic reinstatement of coverage unless prize restoration endorsement is indicated on the declaration page.
- (g) In the event the Number of **PARTICIPANT(S)** is greater than the number declared on the application, plus 5%, the insurer shall have the right to deny a claim or limit the amount payable where the insurer has not been notified prior to the start of play of the tournament.
- (h) **INSURED TOURNAMENT** must be played in Groups of three (3) or more **PARTICIPANT(S)**. Any Group less than three (3) shall not be eligible for coverage under this policy.
- (i) Multiple Holes on the green are not permitted on any **INSURED HOLE**.
- (j) In the event the golf course being played is a 9 hole course and the **PARTICIPANT(S)** will be playing the same hole twice, no **PARTICIPANT(S)** shall be eligible for coverage after the hole has been played during the first round of 9 hole play.
- (k) Assignment of this policy shall not be permitted.
- (l) Every Action or Proceeding against the insurer is barred unless commenced within 12 months from the effective date of the policy.

4. EXCLUSIONS

No coverage shall apply where:

- (a) The **INSURED TOURNAMENT** is played with less than 50 **PARTICIPANT(S)** unless agreed to by the Insurer and this number of participants is specifically shown on the declaration page.

- (b) The **PARTICIPANT(S)** scoring a **HOLE IN ONE** is a member of the Canadian Professional Golf Association (CPGA) or United States Golf Association (USGA) or any other similar organization that designates and recognizes an individual as being a Golf Professional.
- (c) Any contravention of the Terms or Conditions of the policy or violation of the Tournament Regulations occurs.
- (d) Fraud, Misrepresentations, Dishonesty or Collusion occurs.

5. **CONDITIONS PRECEDENT TO CLAIM PAYMENT**

In the event of a claim the **INSURED** shall immediately notify the insurer and file a notice of claim on the forms designated by the insurer within 20 days after the date on which the **Hole-In-One** was made stating as follows:

(a) Declaration by the **PARTICIPANT(S)** and each other player of the group and the **TOURNAMENT OFFICIAL** stationed at the Hole that they witnessed the **HOLE IN ONE** on the designated **INSURED HOLE**.

(b) Declaration by the **GOLF COURSE OFFICIAL** that the yardage of the **Insured Hole** from Tee to Hole where the Hole-In-One was made was at least the minimum yardage specified under Item 3 (a) of the Terms and Conditions of this policy and the yardage was confirmed by laser device normally designed for such measurement on a golf course.

Any claim for payment or damage covered under the policy will be adjusted and paid when satisfactory proof is provided.

Declarations shall be on the forms supplied by the Insurer.

6. **POSTPONEMENT**

If the **INSURED** is forced to cancel or postpone the **INSURED TOURNAMENT** due to inclement weather or other reason totally beyond the control of the **INSURED**, the insurer will amend the current policy period to comply with the revised date of the tournament provided that:

(a) No more than 5% of the number of **PARTICIPANT(S)** had played the **INSURED HOLE**;

(b) Notice must be given to the Insurer within 24 hours of the postponed tournament;

(c) The **INSURED** notifies the insurer in the event of any material change to the information provided on the application for insurance for the new scheduled tournament date.

7. **TERMINATION**

This policy may be cancelled by the **Insured** prior to the **Insured Tournament** by submitting written notice to the Broker and the Insurer will return the premium stated in the Declaration page. This policy may not be cancelled by the **Insured** once the **Insured Tournament** has commenced.

The Insurer reserves the right to cancel this policy upon thirty (30) days written notice. In the event of cancellation, any unused premium will be returned to the **Insured**.

8. **REPRESENTATIONS**

The statements contained in the application for insurance are material to the acceptance of the risk and are declared by the **INSURED** to be true. The insurer shall have the right to void this policy in the event of misrepresentation on the part of the **INSURED**.

9. **COOPERATION**

The Insurer shall have the right and opportunity to make such investigation as it shall deem necessary of any claim and the **Insured** shall make available to the Insurer at all reasonable times its books and records pertaining to said claims.

10. **PROTECTING YOUR PRIVACY**

Wynward Insurance Group is committed to protecting **your** privacy and the confidentiality of **your** personal information. Wynward Insurance Group is responsible for all personal information under its control and has designated a Privacy Officer who is accountable to Senior Management for Wynward's compliance with this Privacy Policy. By purchasing insurance from Wynward Insurance Group, you provide us with your consent for the collection, use and disclosure of your personal information, including that previously collected, for the purposes of: communicating with you; assessing your application for insurance and underwriting your policies; evaluating claims; detecting and preventing fraud; analyzing business results and acting as required or authorized by law. You can obtain further information about Wynward's Personal Information Protection Policy from our Head Office or at www.wynward.com.