

# HOLE-IN-ONE INSURANCE

## INSURING AGREEMENTS

### I. COVERAGE

The Insurer will indemnify the **Insured** in an amount not exceeding the amount of insurance stated in the Declaration Page(s), for the amount of a prize or an award to the **Participant** who, during the policy period, makes the first **Hole-In-One** upon a **Selected Hole** in a **Covered Tournament**.

### II. THE INSURED WARRANTIES

This insurance does not apply to any award to any **Participant** if the **Insured** or anyone acting on the **Insured's** behalf is in breach of any of the following warranties.

- A) Where required, the Insurer will receive in writing, notification of a tournament 4 days prior to the event.
- B) The distance from the tee to the pin of the **Selected Hole** where the **Hole-In-One** is made shall be at least 150 yards.
- C) All shots shall be made in the regular round(s) of play in the **Covered Tournament**, by a **Participant**, with no practice shots being permitted.
- D) All score cards shall be completed.
- E) One tournament official shall be stationed and monitoring play at each of the **Selected Holes**, at all times during the **Covered Tournament**.
- F) Certification of achievement shall be made on the score card of the **Participant** achieving the **Hole-In-One** by the tournament official monitoring play at the **Selected Hole**, and all the **Participants** within the group in which the **Hole-In-One** was made.
- G) The **Covered Tournament** shall be played in groups of three or four **Participants**. No twosomes are eligible for prize award.
- H) A ball hit out of bounds and replayed does not qualify as a **Hole-In-One** (this becomes a hole-in-three).
- I) At all times before, during and after the **Covered Tournament**, **Participants** must respect the 2-meter (six feet) social distancing rules issued by government authorities with other **Participants** and tournament officials on the premises of the Golf Club. Tournament officials shall be responsible to enforce social distancing measures.
- J) If **Participants** can not practice social distancing on the premises of the Golf Club (inside the premises), the **Participants** must wear a medical mask or a face shield.
- K) If an actual or prospective **Participant** has COVID-19 symptoms, as such symptoms are established by a government public health authority, he or she must not participate in the **Covered Tournament**. Tournament officials shall be responsible for enforcing this measure.

### III. DEFINITIONS

**Covered Tournament** means the tournament or tournaments shown in the Declaration Page(s), each **Covered Tournament** being held during the period period, or on the date or for the number of days specified by endorsement for the **Covered Tournament**, during which **Hole-In-One** indemnity shall be made only once.

**Hole-In-One** means a hole made in one stroke from the corresponding tee which will be the same tee for all **Participants**.

**Insured** means the organization or individual stated in the Declaration Page(s).

**Participant** means an individual (other than a Golf Club Pro or a Professional Golfer) entered and playing in a **Covered Tournament** for which a premium has been paid.

**Selected Hole** means the hole or holes stated in the Declaration Page(s) or by endorsement.

### IV. EXCLUSIONS

This policy does not apply to any:

- 1. Claim arising out of fraud, misrepresentation, collusion, or dishonesty;
- 2. Bodily injury, property damage or personal injury or any other cost, loss, damages, compensatory damages, defence costs or any kind of expenses incurred by the **Insured**, by **Participants** or others, based upon, arising out of, contributed to or resulting directly or indirectly, in whole or in part, from the actual, alleged or related to, mental injury, sickness, disease, disability or shock sustained by a person or death, in connection with a communicable disease outbreak, including but not limited to:
  - a. any connection with the transmission or contraction of any virus, bacterium or other micro-organism (being subject to a pandemic or not);
  - b. any cost to clean-up, detoxify, remove, monitor or testing for a virus, bacterium or other micro-organism (being subject to a pandemic or not);
  - c. any action taken to control, prevent, suppress or failure to have measures in order to prevent the spread and/or transmission of any virus, bacterium or micro-organism (being subject to a pandemic or not);
  - d. failure to render any professional treatment or service including any Good Samaritan Act to limit the spread and/or transmission of any virus, bacterium or micro-organism (being subject to a pandemic or not);
  - e. failure to report any virus, bacterium or micro-organism (being subject to a pandemic or not) to authorities when a legal obligation to report these to health authorities exists;
  - f. abuse;
  - g. the fear or threat, whether actual or perceived, of contracting any virus, bacterium or micro-organism (being subject to pandemic or not).

This exclusion applies regardless of any other cause that contributes concurrently or in any sequence to the loss, damage, compensatory damages, costs, defence costs or expenses.

### V. CONDITIONS

#### 1. POSTPONEMENT, EVENT EXTENSION OR EVENT CANCELLATION

If inclement weather or vandalism to the golf course of the **Covered Tournament** or if any public health risk (such as a pandemic) forces the Insured to postpone the **Covered Tournament**, the Insurer will amend the policy period shown in the Declaration Page(s) to conform with the new dates on which the **Covered Tournament** will be held, provided within ninety (90) days of the original expiration date of this policy, the **Insured** must give the Insurer written notice stating that all of the following conditions have been met:

- a. The **Covered Tournament** must have been postponed due to inclement weather, vandalism or public health risk (such as a pandemic).
- b. None of the **Participants** have made a **Hole-in-One** on any **Selected Hole**.
- c. The rescheduled date(s) of the **Covered Tournament** must be given to the Insurer and must not be more than ninety (90) days from the original expiration date of this policy.
- d. The scope of the **Covered Tournament** as rescheduled must not be materially changed from that described in the original application for this insurance.

- e. Should the **Covered Tournament** be extended to more than one day due to weather, vandalism or public health risk (such as a pandemic) and subject to the conditions described in the policy, it is agreed that one single **Hole-in-One** prize shall be awarded to the **Participant** who first made a **Hole-in-One** to the **Selected Hole**, notwithstanding the number of days on which the **Covered Tournament** was held.
  - f. Should the **Covered Tournament** be cancelled, not held and not rescheduled due to weather, vandalism or public health risk (such as a pandemic), no **Hole-in-One** prize shall be awarded to any registered **Participant** and could not be claimed by any registered **Participant** or **Insured**.
2. **INSURED'S REQUIREMENTS AFTER A HOLE-IN-ONE**
- Upon the occurrence of a **Hole-In-One** to which this policy may apply the **Insured** shall:
- a. Deliver, as soon as practicable, to the Insurer, notice containing suitable information to allow the Insurer to identify the **Insured** and policy;
  - b. File within forty-five (45) days after the date on which the **Hole-In-One** was made, a written proof of loss containing the following:
    - i) Certification by the **Insured** that the award was made and in what amount, along with the identity of the **Participant** receiving the award.
    - ii) The score card of the **Participant** receiving the award containing the certification required under Insuring Agreement II. f).
    - iii) Certification by a tournament official that the distance from the tee to the green of the **Selected Hole** was at least the required minimum distance warranted, or specified in the Declaration Page(s) or by endorsement, at the time the **Hole-In-One** was made.
3. **COOPERATION OF THE INSURED**
- The Insurer shall have the right and opportunity to make such investigation as it shall deem necessary of any claim and the **Insured** shall cooperate with the Insurer and shall make available to the Insurer at all reasonable times its books and records pertaining to said claims.
4. **ASSIGNMENT**
- Assignment of interest under this policy is not allowed.
5. **RIGHT OF REFUSAL**
- The Insurer reserves the right to refuse coverage for any Tournament group applicant.
6. **TERMINATION**
- a. This contract may be terminated by the **Insured** by giving written notice to the Insurer. The Insurer will then refund the **Insured**, the premium over the minimum retained premium as set out in the Declaration Page(s). Any further premium refund will be on a pro rata basis.
  - b. This contract may be terminated by Insurer by giving to the **Insured** fifteen (15) days notice of termination by registered mail or five (5) days written notice of termination personally delivered.
7. **REPRESENTATIONS**
- The statements in the Declaration Page(s) are material to the acceptance of the risk and are declared by the **Insured** to be true. This Policy is issued in consideration of such statements and the payment of the Premium. By the acceptance of this Policy the **Insured** agrees that it embodies all agreements existing between the **Insured** and the Insurer or any of its agents relating to this insurance.

**In Witness Whereof** the Insurer has duly executed this policy, provided however, shall not be valid or binding unless countersigned by a duly Authorized Representative of the Insurer.