

Hole In One Insurance Policy

This is to certify that in accordance with the authorisation granted to

STALKER HUTCHISON ADMIRAL (PTY) LTD
(The “Underwriters”)
(Reg. No. 1985/000368/07 and FSP No. 2167)

by

SANTAM LIMITED
(The “Insurers”)
(Reg. No.1918/001680/06 and FSP No. 3416)

and in consideration of, and conditional upon, the prior payment of the Premium by or on behalf of the Insured and receipt thereof by or on behalf of the Insurers, the Insurers are hereby bound to insure in accordance with the terms, Exclusions, Conditions and limitations contained herein or endorsed hereon.

The Insurance Contract is conditional upon and will only come into effect following payment of the Premium by the Insured and the receipt thereof by or on behalf of the Insurers.

PART 1 – DEFINITIONS

An explanation of what words mean. These words will have the same meaning wherever they appear in bold letters within this Policy Schedule, Endorsements and Extensions

- 1.1. **Insured Tournament** means the golf tournament shown in the schedule.
- 1.2. **Insured Hole** means the specific hole(s) shown in the schedule.
- 1.3. **Hole In One** means a hole made in one stroke from the tee.
- 1.4. **Mulligan** means when a player is allowed to replay any one shot.
- 1.5. **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.
- 1.6. **Official** means an individual over the age of eighteen (18) who is not a **Participant** in the **Insured Tournament**.
- 1.7. **We, Us, Our** means Stalker Hutchison Admiral as the **Insurer**
- 1.8. **You, Your** means **Your** details shown in the Schedule.

PART 2 - WHAT IS COVERED

An explanation of the coverage provided by this Policy

This Insurance is to settle **You** for **the** assumed liability to award a prize up to the sum insured stated in the schedule to the first **Participant** who achieves a **Hole In One** provided that it occurs:

- 2.1 at the **Insured Tournament** named in the Schedule,
- 2.2 during a complete round of 18 holes on the specified date(s),
- 2.3 at the hole or hole(s) stated in the Schedule,
- 2.4 and is accomplished with the first tee shot.

PART 3 – CONDITIONS PRECEDENT

It is a Condition Precedent to Our liability under this Insurance that:

- 3.1 The **Insured Tournament** must be played in groups made up of no fewer than three **Participants**.
- 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 No **Insured Hole** shall be less than the length stated in the Schedule.
- 3.7 The minimum yardage on any **Insured Hole** is as stated in the Schedule.
- 3.8 The number of:
 - 3.8.1 **participant(s)**
 - 3.8.1 rounds
 - 3.8.1 shots shall not exceed the numbers stated in the Schedule.
- 3.10 Truthfully declared all material facts likely to influence a reasonable Insurer in determining:
 - 3.10.1 the premium
 - 3.10.2 the conditions, exclusions and limitations
- 3.11 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.
- 3.12 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 It is a condition precedent that there is a maximum of 1 shot per person only per day.
- 3.15 It is a condition precedent that there are no practice or warm up shots permitted

PART 4 – GENERAL CONDITIONS

It is a condition to **Our** liability under this Insurance that:

- 4.1 Any fraud, misstatement or concealment in the information provided or in the making of a claim or otherwise howsoever, shall render such claim hereunder forfeited.
- 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 No suit shall be brought upon this Insurance unless **You** have complied with all the provisions of this Insurance and have commenced suit within twelve months after the loss occurs.
- 4.5 This Insurance may not be assigned in whole or in part without **Our** prior written consent.
- 4.6 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 Insured. Payment of such losses by **Us** to the Insured shall be a sufficient and complete discharge of all of **Our** obligations to **You** and the Insured in connection with said loss(es)

PART 5 – EXCLUSIONS APPLICABLE TO ALL PARTS OF THIS POLICY

What is not covered by this Policy

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

- 5.1 Any contractual dispute or breach by **You**.
- 5.2 Alterations or variances of the **Insured Tournament** or **Insured Hole** without **Our** prior approval.
- 5.3 Any fraud, misrepresentation or concealment by **You** or the **Participant(s)**.
- 5.4 Any second attempt(s) or **Mulligans** at the **Insured Hole** as part of the same round of golf.
- 5.5 A ball hit out of bounds and being replayed.
- 5.6 A **Participant** who takes more than one attempt, regardless of the outcome of the shot.
- 5.7 A **Participant** who is 'rounding out' a group by taking an extra shot for the team is only eligible on their first shot.
- 5.8 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.

PART 6 - CLAIMS PROCEDURE

We shall not be liable to pay any claim hereunder unless **You** comply with the following conditions.

In the event of any **Hole in One** being achieved which could give rise to a claim under this Insurance, **You** shall:

- 6.1. as a matter of urgency give notice to the person(s) designated in the attached Shedule,
- 6.2. confirm the facts in writing as soon as possible, with all information that is available,
- 6.3. provide **Us** or **Our** appointed representatives with:
 - 6.3.1 all information required including but not limited to signed score card, assessor checklist, claim form, videotape evidence and witness affidavit, as applicable
 - 6.3.2 all necessary assistance in a timely manner,
 - 6.3.3 all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required
 - 6.3.4 prove the loss to **Our** satisfaction
- 6.4. as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by **Us** at such reasonable time and place as may be designated by **Us** or **Our** representatives.
- 6.5. as soon as is practicable render a signed and sworn proof of loss to **Us** or **Our** representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.