Hole in One Insurance Policy Wording



EVENT INSURANCE SERVICES LTD

Who are Event Insurance Services Ltd

Event Insurance Services Limited is a specialised intermediary operating within the private and corporate sectors. Our policies provide affordable, reliable insurance, tailored to fit the scale and style of the occasion.

This is our Hole In One Insurance Policy, a comprehensive prize indemnity insurance policy for clients organising a hole in one golf competition.

This document contains the terms and conditions of the policy. We don't use any small print. All our T's & C's are all the same size. We aim to provide examples and help texts for key pieces of information.

Here to Help! – any content within the wording, highlighted in this fashion does not form part of the contract. These notes are here to help you and provide additional information, to make certain sections or phrases easier to understand.

This Insurance…

This insurance is arranged by Event Insurance Services Ltd & underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Event Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register https://register.fca.org.uk/.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at https://www.fsc.gi/.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at https://register.fca.org.uk.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Please take time to read your policy documents in full to make sure you understand the cover provided.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy certificate** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**.

Your policy is valid for the p**eriod of insurance** as shown on **your policy certificate.**

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type and level of cover **your** policy provides.

Some Important Telephone numbers for you:

For Sales & Renewals: 01425 470 360

For Customer Services & Queries: 01425 470 360

To make or discuss a Claim: 01425 208 983

To make or discuss a Complaint: 01425 470 360

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HOW TO USE THIS WORDING

Policy terms and conditions can be confusing. We have endeavoured to make it easier by explaining how to use this booklet and where you can find the information you need.

> *"Knowing what you are and aren't covered for is essential to any insurance policy or quotation"*
> *Dan Rose Cert CII, Event Insurance Services Ltd, Company Director*

Your Documents

This document should be read in conjunction with two others which you have received with your policy or quotation. These documents form the basis of the contract of the policy. These documents are:

- Your **Policy Certificate** or Your Quotation,
- Your **Statement of Fact**

Your **Policy Certificate** or Your Quote will provide you with important information; it will tell you who we are covering and which of our protections you have taken out, and how much you are covered up to in the **Tournament** of a claim.

When looking at the policy terms and conditions it is important that you check the quote or certificate, so you know which sections you need to read and refer to

Your **Statement of Fact** is your copy of the information you have declared to us. It is this information which we have based our decision to provide you with the insurance or a quotation. It is vital that you make sure the information contained within this document is correct.

Important Words

In insurance, words or phrases can have special, specific meanings. If something has a special meaning, it is usually because it differs from that of a standard dictionary definition.

These words we highlight in **bold** and have their meanings explained in a glossary, or in some form of help text. The list of special words which we have put together can be found on page 7. Important definitions can affect your policy.

Where to find what you're covered for…

When looking at your documents it is important to make sure you know which sections of the wording you need to read.

Our *Summary of Cover* section outlines specific exclusions which are applicable to the policy, as well as what you *are* covered for.

Our policy document lays out our *General Exclusions* in their own 'chapter' before you get down to the ins and outs of each individual section.

Under this type of policy however, it is mostly in the 'conditions' section you will see the what are the rules of the policy and in turn, how you need to run your competition.

Conditions of cover

In the same way there are conditions when it comes to making a claim i.e. what you need to do in the event of a claim; there are also conditions which apply to the purchase of the policy and what you should do leading up to the **Event**.

By taking out the policy, you are agreeing to these conditions, so do make sure you read and understand them. If there are ever any elements of these conditions (known as General Conditions) or the Claim Conditions which you don't understand, do let us know and we can explain them to you.

What to do if you need to claim

Our claims chapter outlines what you need to do, what information you need to provide us and what our responsibilities are. Common things to be aware of are:

- *Time frames* - how long you must report a claim to us.
- *Evidence* – All claims require a degree of evidence to ensure that the claim is honest and covered under the terms of the policy.

It is always worth reading this so you are prepared should you need to use the policy.

The last thing to be aware of is that **we** do need to be notified of any incident which takes place and could give rise to a claim in the future.

Regulatory Information

As an authorised and regulated company, we must provide you with details about our regulation, who we are, our contact details and what to do if you are not happy with the coverage in the **Tournament** of a claim. This information is detailed at the end of the policy document.

What you should do next…

We strongly recommend that You read this Policy and keep it in a safe place.

Your Policy and certificate should be read carefully to ensure that it meets Your requirements. You must take care to provide Us with accurate information which is correct to the best of Your knowledge. Please check all the Policy details carefully, these set out the information You have given Us.

If You think there is a mistake, or You need to make changes, You should notify Us immediately. Failure to provide correct information or inform Us of any changes could adversely affect Your Policy, including invalidating Your Policy or causing claims to be rejected or not fully paid.

It is also Your responsibility to ensure that this Policy satisfies the requirements of the Venue(s) or local council, if applicable.

IMPORTANT DEFINITIONS

Words or phrases used within this document which have a special meaning.
From this point on in the wording, if a word is highlighted in bold, it will have a meaning which can be found here.

If we have not given a word any special meaning, then you should refer to the Oxford English Dictionary for its meaning as that is what would be referred to if necessary, in the event of any claim.

Ancillary Prize(s)
A maximum of 3 individual prizes valued at £250, £100 and £50 respectively, on 3 separate holes (one prize per chosen hole), offered for free as part of the **Policy**. The **Ancillary Prize(s)** are all subject to the same terms and conditions of the **Main Prize Hole**, General Conditions and Claims conditions

Geographical Limits
England, Scotland, Wales, Isle of Man and Northern Ireland.

Main Prize Hole
Only one pre-disclosed hole may be used and will measure from teeing ground to flag stick no less than the specified yardage.

Women may shoot from a distance of up to 15 yards less than that of men but not less than 135 yards on the **Main Prize Hole**.

Official Witnesses
An **Official Witness** must be an independent, non-participant over the age of 21, , whose occupation is a Teacher, Doctor, Lawyer, Bank Manager, Police Officer, Veterinarian, Qualified Accountant, Company Director or Justice of the Peace who is appointed by the Insured and accepted and stated on the **Certificate**, who is positioned adjacent to the **Prize Hole** Green throughout the **Event**.

The crucial element is that the Official Witness needs to be independent. Remember independent from you the insured, and from any of the participants.

Participant(s)
A **Participant** is any individual entered and playing in the Insured **Tournament**, excluding course and tour professionals and must complete the entire round of golf and complete the scorecard.

Period of Insurance
The period listed on the **Policy Certificate** as the date of the **Tournament.**

Policy
The insurance cover outlined in this document, the **Policy Certificate,** and **Statement of Fact**.

Policy Certificate
A document which provides **You** with your proof of insurance. It details the types and levels of cover **You** have purchased and summarises key details about the **Tournament.**

Prize Payable
The maximum amount payable under Your Policy which shall not exceed the Prize Payable declared to Insurers and stated on the Certificate.

Re-instatement
The **Re-instatement** of the original **Prize Payable**, should a Hole in One be achieved.

Royal and Ancient
The golf rules applicable to the golfing **Tournament/Event**.

Statement of Fact
Your responses to our fact finding, and the declaration on which **We** have based **Our** decision to offer you insurance. Information on this document which is either inaccurate, incorrect, or out-of-date could invalidate your insurance or lead to a claim not being fully paid.

Tournament/Event
The golfing Tournament/Event held during the Period of Insurance stated on the Policy Certificate.

Venue
The location or locations where the **Tournament** is to be held which appears in the **Statement of Fact**.

We, Us, Our, Insurers
UK General Insurance Ltd and/or Event Insurance Services Ltd on behalf of Watford Insurance Company Europe Limited.

You, Your, Insured
The person or persons, members club, organisation or company listed on the certificate as Name of the Insured.



GENERAL EXCLUSIONS

These are things which are <u>not</u> covered under this Policy and apply to every Section of cover We offer.

It is important that You read these, as well as the exclusions which apply just to the sections which you have cover for. You can always check which Sections you are and aren't covered for on you Policy Certificate.

1. Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

2. War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

3. Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

4. Deliberate Acts

Loss or Damage caused intentionally by **You**, or by anyone working on **Your** behalf.

5. Existing Damage

Loss or Damage occurring prior to the commencement of **Your** insurance cover.

6. Sonic Pressure

Loss or Damage from pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

7. Secondary Losses

We do not cover any additional or supplementary losses as the result of any claim under this **policy.**

Secondary Losses are also known as "Consequential Losses" in insurance jargon. Examples of Secondary Losses could be a loss of earnings following a damaged item or venue. It could be the cost of phone calls made following the theft of a phone.

8. Wear and Tear

Loss or damage because of naturally occurring wear, aging, rusting or corrosion, wet or dry rot, fungus or anything which causes damage over time.

9. Domestic Pets

Loss, damage or **Bodily Injury** caused by domestic pets, insects or vermin.

10. Electronic Data

Any consequence, however caused, including but not limited to a computer virus resulting in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this **Policy**, electronic data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this **Policy**, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

11. Unexplained Losses or Damage

We will not cover any damage or loss which is unexplained, the result of a disappearance or discrepancies.

An example of an unexplained damage would be where, an item is damaged at a venue, however neither you or the venue are unable to prove how, when, or why the damage happened, or who caused it.

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12. Recoverable Losses

Any sums recoverable from any other source.

13. Contractual Disputes

Disputes, arguments or contractual breaches between **You** and **Your Tournament** suppliers or **Your Official Witness.**

14. Voluntary Losses

Property or costs which **You** are not legally responsible for.

15. Pandemics

This insurance excludes loss, damage, cost or expense caused by, resulting from, arising out of or related to, either directly or indirectly, or any action taken to hinder, defend against or respond to any *Epidemic or Pandemic* or fear or threat of any *Epidemic or Pandemic*, including but not limited to:

- Coronavirus Disease (COVID-19);
- Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- any mutation or variation of SARS-CoV-2;

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, cost or expense, and regardless whether or not there is any declaration of an outbreak of any *Epidemic or Pandemic* by the WHO or any authorised national or international body or legal jurisdiction.

For the purpose of this exclusion, *Epidemic or Pandemic* shall be defined as a widespread outbreak of a human infectious disease, i.e. a human-to-human spread of a virus (e.g. influenza, SARS-CoV-2).

16. Infectious Disease Control

Any claims arising directly or indirectly from: any requirements from government, local authority or other regulatory body imposing restrictions with regard to number of attendees, social distancing measures or infectious disease prevention or cleaning.

17. Contagious Diseases

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
(a) Infectious or contagious disease;
(b) any fear or threat of (a) above; or
(c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

SUMMARY OF COVER

The Policy Certificate will state what level of cover we have provided.

WHAT IS COVERED

The **Policy** covers the reimbursement of the scheduled prize payable by the Insured if a player in the declared **Event** achieves a Hole in One on either the **Main Prize Hole** or declared Ancillary Holes.

Re-instatement – the **Re-instatement** of the prize payable in the event of a Hole in One being achieved is only covered if cover selected and the additional premium is paid. The **Certificate** will reflect this cover.

This is a Prize Indemnity policy, we are not covering any liability related problems i.e. injuries or property damage. We do offer those covers, but under a separate policy for Sporting Events.

WHAT IS NOT COVERED

The following exclusions apply in addition to the General Exclusions.

A. Claims where the player has not been listed as a **Participant**

B. in the **Tournament/Event**.

C. Claims originating on a non-target hole.

D. Any Hole in One where the target hole is less than 135 yards.

E. Any claims where the Hole in One has not been correctly adjudicated or failure of the Insured to follow the claims procedure.

F. **Re-instatement** not declared to **Us** and where the additional premium has not been paid.



IMPORTANT CONDITIONS

These conditions of cover apply to this Policy. You must comply with the conditions in order to have the full benefit of the Policy.

If You are in any doubt as to how to comply with these conditions please contact Event Insurance Services Ltd on 01425 470360 and obtain Our written instructions.

Policy Conditions

A. The Insured must ensure that an **Official Witness** must be in place throughout the **Event**.
B. An **Official Witness** must be an independent, non-participant over the age of 21, appointed by the Insured and accepted and stated on the **Certificate**, who is positioned adjacent to the **Main Prize Hole** green throughout the **Event**.
C. In addition to an **Official Witness** and where Prize Values of £25,000 or above are insured, the **Main Prize Hole** activity must be video-recorded and unedited. The recording must be made by an independent non-participant over the age of 21, appointed by the Insured and positioned adjacent to the **Main Prize Hole** green throughout the **Event**.
D. The **Main Prize Hole** will be specified in the **Certificate** and will measure from teeing ground to flag stick no less than the specified yardage, women may shoot from a distance of up to 15 yards less than that of men but not less than 135 yards from the **Main Prize Hole**.
E. In no event may a player shoot at the **Main Prize Hole** from less than 135 yards.
F. Absolutely no practice shots or mulligans are permitted on the **Main Prize Hole**.
G. Only one shot per contestant per hole is permitted. The **Royal and Ancient** define a shot as a "stroke".
H. Only an authorised number of shots are specifically permitted during the stipulated round of the named **Event** on the exact date stated in the **Certificate**.
I. A Hole in One must occur by an official registered competitor in the specified **Event** named on the **Policy Certificate**.

Variable Policy Conditions

A. Changes to the information in the **Certificate**, or postponement or cancellation of the **Tournament/Event** due to weather conditions require notification to Event Insurance Services Ltd prior to scheduled commencement of the **Tournament/Event**. **You** must advise **Us** by telephoning **01425 470360**, fax **01425 474905** or email info@events-insurance.co.uk

B. **We** do not allow any variance in the number of shots or **Participant(s)** that are shown in the **Certificate** without a change to the premium. If a Hole in One occurs, and the number of shots exceeds the number that is shown in the **Certificate**, the prize fund will be pro-rated downward.

What we mean by "pro-rated downward" is that we would take the number of shots covered, divided by number of shots taken times the prize fund and that would equal the amount paid.

C. Assuming no shots were taken on the target hole(s), a full refund of the insuring fee will be made less an administration fee of £25.00. If the **Tournament/Event** is cancelled due to inclement weather preventing play, this **Policy** will be amended to re-schedule to another date without charge.

Change Of Risk or Interest

The **Policy** was agreed based upon information contained within the **Statement of Fact** and that **You** have an insurable interest in the **Tournament**.

The **Policy** may become void and cease to be in effect if **you** do not contact **us** in relation to one of the circumstances below,

A. **Your** Interest in the **Tournament** ends,
B. The **Insured** (**You**) is being wound up, carried on by a liquidator, or permanently discontinued.
C. any alteration be made either in the **Tournament** or at the **Venue** or in any property therein or in any other circumstances whereby the risk is increased.
D. if any information on the **Statement of Fact** is incorrect or has changed between when the policy was issued and the date cover is due to start.

You can contact **Us** via the phone on 01425 470360 or via email by sending it info@events- insurance.co.uk If **You** need to notify us of a change of risk.

Policy Cancellation Details

Insurance policies can be cancelled by **You** and on occasion by **Us.** The information below will detail **Your** rights and **ours** when it comes to cancelling a **policy.**

If **You** choose to cancel…

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to the administrator/**Your** agent within 14 days from the day of purchase or the day on which **You** receive Yo**ur** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **Your** administrator / agent will then refund **Your** premium in full.

If **You** wish to cancel **Your** Policy after 14 days, **You** may be not be entitled to any return of premium. If **we** do offer a refund, **you** would be subject to a £25 administration fee taken from any return of premium **we** offer

Acceptance of Risks

We reserve the right not to invite the renewal of your policy. In this event we will notify you in writing to let you know.

If **We** choose to cancel…

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

a) non-payment of premium
b) threatening and abusive behaviour
c) failure to provide documents
d) non-compliance with policy terms and conditions.
e) a change in your circumstances means that we can no longer provide cover
f) where we identify your involvement in, or association with, insurance fraud or financial crime
g) where you have misrepresented or provided false information to the questions asked you when purchased, renewed or amended your policy

If we cancel your policy, we will provide a refund of your premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 16.

Contracts (Rights of Third Parties) Act 1999.

A person or company 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.



CLAIMS

This section details not only how to make a claim, but also conditions which apply to the policy relating to claims.

*Any loss, or incident which takes place at Your **Tournament**, regardless of whether someone is trying to make a claim against you; or you have decided to cover the loss yourself; it should be communicated to us. You should aim to do this as soon as possible, no later than 31 days after the **Tournament** Date. If you don't notify us, you run the risk of your claims being declined from the outset.*

How to make a claim

Please contact Event Insurance Services Ltd using the details below:

Write to**:** Event Insurance Services Ltd Claims Services, FREEPOST, Ringwood, Hants BH24 1AJ

Or call via 01425 208 983

Or send an email to info@events- insurance.co.uk

Event Insurance Services Ltd are open 9am to 5pm, Monday to Friday.

Your claim will be handled promptly and by experienced claim handling staff. Event Insurance Services Ltd operates an in-house claims service, committed to meeting **Your** expectations if a claim must be made and ensures the highest standards are maintained.

After **Your** initial contact to **Us,** they will advise **You** on what information may be required and what the next steps will be.

Conditional applicable to the claims process

As with the other conditions applicable to the policy, make sure you read and are happy with these because they form part of the contact of insurance along with the conditions in the previous chapter.

In The Event of a Hole In One

The Insured must notify EIS of any claims no later than the first business day after the **Event**.

The Insured will be required to provide EIS with the following documentation as proof of a Hole in One claim.

A. A signed statement from, the **Official Witness**, the **Participant** achieving a Hole in One and all playing partners.

B. The original winning scorecard.

C. The original **Tournament** pairing sheet.

D. Unedited original video footage of the successful Hole in One where the Prize Value is £25,000 or above.

E. The **Participan**t must complete the entire round of golf and complete the scorecard.

F. The **Official Witness** must authenticate the scorecard of the Participant who achieved the Hole in One and all members of the playing partner's must also confirm the Participant's successful Hole in One on the Insured hole by signing the original scorecard.

The above conditions act like exclusions, in as much, as failing to adhere to them, would cause the policy to not respond. They are specific to our Prize Indemnity policies.

Actions by the **Insured**

It is a condition of the **policy** and the liability provided by **us** that **you** shall:

A. Immediately notify **Us** of any incident which could result in a claim under this **policy**;
B. Immediately notify **Us** of a claim with and deliver to **Us** (at **Your** expense) any evidence as may be necessary for **Us**, and, if required, a statutory declaration of the truth of the claim and any connected or related matters,
C. Notification, to **Us** of a claim must be given within:
    i. 7 days of the **Tournament** giving rise to the claim, in the case of loss, destruction, damage, accident or injury caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
    ii. 30 days of the **Tournament** giving rise to the claim in the case of any other claim, or such further time as **We** may allow; and notwithstanding items b i to ii above, the **Insured** shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by the **Insured** relating to such claim on receipt;
D. Give immediate notification to the police for the following types of incidents:
    i. Vandalism,
    ii. Theft or attempted theft,
    iii. Loss of money by any cause in relation to the **Tournament** and this **policy,**
    iv. And provide police reports, to provide police reports for all losses arising from theft or attempted theft. for all losses arising from theft or attempted theft.

Claims Enquiries

You must take reasonable care to:

A. supply accurate and complete answers to all the questions **Your** agent may ask as part of **Your** application for cover under the policy
B. to make sure that all information supplied as part of **Your** application for cover is true and correct
C. tell **Your** agent of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy. If any information **You** provide is not accurate and complete, this may mean **Your policy** is invalid and that it does not operate in the **Tournament** of a claim or **We** may not pay any claim in full.

If **You** become aware that information **You** have given **Your** agent is inaccurate or has changed, **You** must inform them as soon as possible.

Fraud and Fraudulent Claims

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

• making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;

• sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
• making a claim for any loss or damage **you** caused deliberately or
• Acting dishonestly or exaggerating a claim

We;

a) are not liable to pay the claim: and
b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

Conditions precedent

Every condition precedent to which this **Policy** or any section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this **Policy**. Non-compliance with any such condition precedent shall be a bar to any claim under the relevant section(s) of this **Policy**, where the subject matter of the claim was caused by the non-compliance or to the extent that the non-compliance increased it.

Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising our right of subrogation.

Other insurances

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

Arbitration

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

WHAT TO DO IF YOU'RE NOT HAPPY

We always aim to provide the highest possible standards of service, and we welcome all feedback from our customers.

Our track record

Event Insurance Services is signed up to Trust Pilot; an independent, online review website.

We're proud to share our 5* rating on independent review Trust Pilot, thousands of our event organiser's customer's recognising our quality products and first class service.

How to complain

It is our intention to give you the best possible service however if you do have any cause for complaint about this insurance or the handling of any claim you should follow the complaints procedure below:

- If **you** have a complaint regarding the sale or service of **your** policy**,** please contact the administrator or agent who arranged the insurance for **you**.
- If **you** have a complaint about the handling of any claim, please contact:
  - **Event Insurance Services Ltd, FREEPOST Ringwood Hants BH24 1AJ**
  - **Tel: 01425 208 983 (9.00am – 5.00pm Monday – Friday)**
  - **Email**: info@events-insurance.co.uk

If **You** did not use an agent, please contact Event Insurance Services Ltd directly, using the details above.

In all correspondence please state that your insurance is underwritten by UK General Insurance and quote your unique policy number from your policy schedule.

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

Financial Ombudsman

If we have not completed our investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service,
Exchange Tower, London E14 9SR
Tel: 0800 023 4567
Get in touch on line: https://www.financial-ombudsman.org.uk/contact-us/complain-online

Online Dispute Resolution Portal

If **you** have purchased the insurance policy online, **you** may also raise your complaint via the Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman

Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Compensation Scheme

If Watford Insurance Company Europe Limited. cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

YOUR RESPONSIBILITY

You must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out or make changes to this policy.

You must notify **your administrator** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your administrator** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, we may charge **you** and additional premium, **we** may not pay any claim in full or **your** policy could be invalid.

Changes that may affect your cover

You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased this policy, for example:

- Change of address

This is not an exhaustive list and any changes you tell us about may affect your cover or result in a change to your premium. If **you** are unsure whether a change may affect **your** cover, please contact **your administrator**.

IMPORTANT AND REGULATORY INFORMATION

Instalments & Consumer Credit Agreements

Neither Event Insurance Services Ltd or UK General Ltd offer any form of instalment facility for the payment of this **Policy**.

The Law

This policy is governed by English law.

UK GENERAL INSURANCE LTD PRIVACY NOTICE

UK GENERAL INSURANCE LIMITED

We are UK General Insurance Limited, **our** data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575.**

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.
We collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing **our** full Privacy Notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at https://www.watfordre.com/privacy-policy/

Claims & Underwriting Exchange Register

In relation to the Data Protection Act 1998, please be aware **We** may use **Your** personal information to prevent crime. In order to prevent crime, **We** may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your** Insurance **Policy** and any incident (such as an accident, theft, or loss) to the operators of these registers.