

Guide to the policy conditions

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GOLF INSURANCE CONDITIONS

KOV GOL

In case of doubt or discussion, the stipulations in the Dutch version shall apply.

The special conditions below apply only if the policy schedule shows that this part is also insured. If provisions of these special conditions differ from the provisions of the applicable general KOV ALG conditions, the provisions of these special conditions will prevail.

Art. 1 Definitions of terms

1.1 Golf equipment

Only the objects named here are insured, if they are owned by the insured: golf clubs, golf bag, golf umbrella, golf cart, sit stick, golf shoes and golf (rain) clothing.

1.2 Hole-in-one

A recognised hole-in-one made on a course with a minimum par of 62.

1.3 Clothing

The personal articles of clothing and shoes left behind in the clubhouse while playing golf.

1.4 Insured

The persons listed as such on the policy schedule.

Art. 2 Basis of insurance

2.1 Just as many Insurance policies will have been taken out as the number of insureds listed on the policy schedule. An insurance policy applies to the person in whose name it is registered: insurance policies are not bridgeable and not transferable. What is specifically stipulated for one insured does not apply to the other insureds unless this is stated specifically.

2.2 The application form with the statements written, by hand or not, by the policyholder or insured, as well as any written information, provided individually by the policyholder or insured, are part of the Insurance policy or policies taken out and are deemed to form an integral whole with the policy schedule.

2.3 The company will not have to compensate costs and will be entitled to terminate the Insurance policy or policies taken out, without observing a notice period and at a time to be determined by it if the information on the application form and the statements or the individual information were contrary to the truth, or circumstances were concealed which are of such a nature that the insurance policy or policies would not have been arranged, or would not have arranged it under the same conditions, if the company had known about them.

Art. 3 Period of cover

Within the term of validity of the insurance, the period of cover will start each time as soon as the insured (and/or his or her luggage) has left his or her home and will end as soon as the insured (and/or his or her luggage) has returned home.

Art. 4 Territorial scope

The insurance is valid in the whole world, including the Netherlands.

Art. 5 Extent of cover

5.1 Golf equipment and/or clothing

The Insurance covers damage to or loss of golf equipment and/or clothing, irrespective of the cause, barring application of the provisions of Article 7.

5.2 Hole-in-One

If the insured makes a recognised hole-in-one, the company will pay € 350 and the insured will be granted golf Insurance for the period of a year.

5.3 Liability insurance

The policyholder's liability is insured in his or her capacity as a golf player up to a maximum of €125,000 per event for damage and/or loss caused during the term of validity of the insurance which results from:

- a. injury or harm to the health of persons, whether or not resulting in death,
- b. damage to, destruction or missing of property.

This cover also applies to damage caused by the insured mechanically driven golf cart owned by the insured, provided it cannot exceed a speed of 10 kilometres per hour. The cover will be in force only if and in so far as no other cover is available (other than in the form of an excess) under any other policy, whether or not of an earlier date. The insurance excludes liability for loss through theft, fraudulent conversion and loss. The most recent Liability Insurance KOV AVP conditions apply to this insurance.

Art. 6 More than one insurance policy for the golf equipment and/or clothing

If an insured person has taken out several insurance policies with the company, he or she may only receive a benefit of € 4,500 at most.

Art. 7 Exclusions

Golf equipment and/or clothing

No right to compensation exists in case of:

- 7.1** Damage caused by slow-acting weather conditions or other phenomena (except for natural disasters), wear and tear, the nature of or a defect in the golfing equipment or clothing, moths, rodents, insects, etc.
- 7.2** Damage other than to the goods themselves.
- 7.3** Damage such as disfigurement, scratches, dents, stains etc., unless the goods are damaged to the extent they can no longer be used.

Special exclusions (precautionary clause)

No right to compensation of the golf equipment will exist if:

- 7.4** The insured (or the person whose assistance the insured uses) has not taken normal precautions to prevent theft, loss, missing or damage.
- 7.5** The golf equipment is left unattended in an area not properly locked.
- 7.6** The insured could and should reasonably have taken better measures under the circumstances. A better measure to prevent theft from a vehicle is at any rate that the golf equipment:
 - a. Is left invisible from the outside in the separately locked boot of a passenger car or covered by a parcel shelf, luggage cover or other proper equivalent facility in the boot/cargo space in a passenger car with a third or fifth door, including an estate car;
 - b. is left invisible from the outside in the inside of a camper, delivery van/car or caravan by an installed proper facility;
 - c. is not left in the vehicle except during a short stop during a trip from and to one's permanent place of residence.

Art. 8 Special obligations

If the insured fails to fulfil the following obligations, the company will not provide any compensation.

Obligations in case of damage to the golf equipment and/or clothing

8.1 In case of loss, theft or missing property, the insured must report this immediately to the local police authorities. If reporting on the spot is not possible, the insured must make the report at the next opportunity. He or she must submit a statement of this report to the company.

8.2 If the insured's golf equipment and/or clothing is lost or stolen or goes missing in a hotel or clubhouse, he or she must report this immediately to the management. He or she must submit a statement of this report to the company. The provisions of clause 8.1 will remain fully in force.

8.3 If the insured objects are transported by means of public transport or another means of transport, the insured must check whether the objects are still in a good state and/or whether something is missing upon their receipt. If the insured discovers damage or that something is missing, he/she must immediately report this to the transport company. He/she must submit a statement of this report to the company.

8.4 The burden of proof of the theft, loss or missing of property or damage to the insured property, as well as the extent of the damage and the fact that he or she actually possessed the property will be on the insured at all times. The insured must also demonstrate the damage by way of original bills or duplicates thereof, statements by experts on the possibility of repair and other means of evidence required by the company. In case of damage, the insured must also enable the company to inspect the luggage before it is replaced or repaired.

Obligations in case of a hole-in-one

8.5 The company will be required to pay only if the insured has demonstrated that he or she has made a recognized hole-in-one. The insured must submit the original scorecard co-signed by the club secretary.

Art. 9 Limitation

If the insured or his or her assignments file a claim with the company, the company will respond with (and offer) to pay as final settlement or with the rejection of the claim. The claim of the insured or his or her assignments will become time-barred 180 days after the company has made its position clear (payment or rejection), unless the dispute is already pending.

Art. 10 Claim procedure

Determination of the value of golf equipment and/or clothing

In case of damage, the value of the insured property will be determined as follows:

- a. for property not older than 5 years: the current new-for-old value;
- b. for property older than 5 years: the current market value.

New-for-old value means the amount necessary to acquire new objects of the same type and quality. Current market value means the current market value less an amount for reduction of value due to obsolescence or wear and tear.

No higher amount will be paid for consumer articles than the article originally cost.

Compensation

In case of irreparable damage, loss, missing or theft, the company will compensate the value determined. In case of reparable damage, the company will compensate the repair costs up to at most the value determined less the value of the remnants. Compensation will not exceed the value specified in the policy. The insured amount applies per event. The company will be entitled to compensate the damage in kind.

Art. 11 Payment of the benefits

The company will pay the benefit to the insured, unless the latter has informed the company that the benefit must be paid to someone else.