

Morgex Hole-in-One Insurance

Underwritten by **Royal & Sun Alliance Insurance Company of Canada**, 10 Wellington Street East, Toronto, Ontario M5E 1L5

AGREEMENT

The Company provides the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out. All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian currency.

COVERAGE

1.0 DEFINITIONS

Company means Royal & Sun Alliance Insurance Company of Canada.

Effective Date means the date the Insured Tournament commences.

Expiry Date means the date the Insured Tournament ends.

Insured or **You** or **Your** means the individual or organization shown on the Declaration Page.

Hole-in-One means a hole made in one stroke from the tee.

Insured Hole(s) means the specific hole(s) shown on the Declaration Page.

Insured Tournament means the golf tournament shown on the Declaration Page.

Mulligan means when a player is allowed to replay any one shot per hole.

Non-biased means an individual over the age of 18 who is not a Participant in the Insured Tournament.

Participant means any individual, not including golf club pros or professional golfers, entered and playing in the Insured Tournament for which the premium has been paid.

Program Manager means Johnson Inc. (trading as Morgex Insurance in Alberta).

2.0 TERM OF COVERAGE

This policy begins and ends on the dates indicated on the Declaration Page and in no event will there be any coverage before the Effective Date or after the Expiry Date, both as defined above, and as shown on the Declaration Page.

3.0 DESCRIPTION OF COVERAGE

This insurance provides the Insured with the amount of the award granted to the Participant who, during the policy period, makes the first Hole-in-One on the Insured Hole(s) in an Insured Tournament.

4.0 LIMIT OF COVERAGE

Coverage is only applicable in the amount not exceeding the limit of insurance stated in the Declaration Page.

5.0 TERMS & CONDITIONS

1. The Program Manager must be notified, in writing and prior to the start of the Insured Tournament, of any changes being made to a policy. **Failure to notify the Program Manager will result in a denied claim.**
2. The minimum yardage on any Insured Hole(s) for men must be 160 yards from the tee to the flagstick. Ladies may play

from a minimum of 145 yards. The Insured Hole(s) shall remain in its normal position with regard to tee box and green.

3. In all cases the Rules of Golf, as written by the Royal Canadian Golf Association (RCGA), shall apply.
4. All equipment must conform to the rules of golf as determined by the RCGA. This includes, but is not limited to, the flagstick, hole, golf club, and golf ball.
5. In the event of a cancellation, the Program Manager must be informed, in writing, within 24 hours. Failure to provide notification will result in the full premium being charged.
6. One Non-biased tournament official must be stationed and monitoring play at each Insured Hole(s) at all times during the Insured Tournament. If the prize value is \$40,001 to \$100,000 two (2) Non-biased tournament officials must be stationed and monitoring play at each Insured Hole(s) at all times during the Insured Tournament.
7. The Non-biased tournament official stationed at the Insured Hole(s) must be **18 years of age or over**.
8. If the event has 25 players or less, a golf course representative must monitor the Insured Hole(s) (i.e. club pro, club manager, etc.).
9. The Program Manager must receive all applications for Insured Hole(s) under CAD\$35,000 at least one day prior to the start of the Insured Tournament. All applications for holes over CAD\$35,000 must be received at least three days prior to the start of the Insured Tournament.
10. In the event that the Insured understates, intentionally or otherwise, the number of Participants in the Insured Tournament the Company has the right to deny any claim.
11. Professional golfers and golf club pros may be made eligible with the Company's approval and must play from a minimum of 175 yards. The Program Manager must be notified of any professional golfers and golf club pros, *in writing*, prior to the start of the Insured Tournament. An additional premium may be applied.
12. The Participant must finish the entire round of golf and complete the scorecard.
13. The Insured Tournament must be played in groups made up of no fewer than three Participants. **Groups of two are not eligible.**
14. The Insured is not allowed to change the set up of an Insured Hole(s) without written permission from the Company.
15. The following are not eligible for a Hole-in-One claim:
 - (a) **MULLIGANS ARE NOT ELIGIBLE** for a Hole-in-One claim;
 - (b) A ball hit out of bounds and replayed. This would constitute a hole-in-three; or
 - (c) Participants who take more than one attempt, regardless of the outcome of the shot. A Participant who is 'rounding out' a group by taking an extra shot for the team is only eligible on their first shot.
16. The Company will indemnify the **first** Hole-in-One achieved on any Insured Hole(s). The company will also indemnify the **second** Hole-in-One achieved on the same Insured Hole(s) at fifty percent (50%) for policies that are CAD\$50,000 or less.

17. Where multiple pins exist on one Insured Hole, the Declaration Page must clearly state which pin on the hole is insured. Please check with the tournament organizers to ensure that there are no other Insureds on the Insured Hole(s). Furthermore, if multiple prizes are to be awarded on one Insured Hole then all prizes must be insured with the Company.
18. Please note that failure to adhere to all TERMS & CONDITIONS set out herein will result in a claim being denied.

6.0 EXCLUSIONS

This policy does not cover any claim arising out of:

- (a) fraud, misrepresentation, collusion or dishonesty; or
- (b) any contravention of the Insured Tournament regulations or rules.

7.0 CLAIMS

Proof of Loss

Notice of a claim must be given to the Company, or any authorized agent of the Company within three (3) working days after the occurrence of a Hole-in-One claim covered by this policy.

It is in the applicant's best interest to call from the golf course as soon as a Hole-in-One claim occurs. Claims may be submitted either in writing or by telephone as follows:

If by telephone, call:

1-888-465-3461 in Canada

If in writing, submit to:

Royal & Sun Alliance Insurance Company of Canada
C/O Morgex Hole-in-One Program
11120-178 Street
Edmonton, Alberta T5S 1P2

How to File a Claim

You must substantiate your claim by providing all required documents for the insurance coverage. Failure to do so may result in non-payment of your claim. (The Company is not responsible for charges levied in relation to any such documents.) Note that incomplete documentation will be returned to you for completion.

Written Proof

In the event of a Hole in-One claim, the Insured must obtain the correct and current names and phone numbers of all Participants playing in the foursome/threesome, the hole monitor(s), as well as the original tournament scorecard. The Program Manager will fax an affidavit and claim form as soon as they are notified of a Hole-in-One claim. This must be filled out in its entirety and returned **within 5 working days**. Failure to provide a completed and signed claim affidavit within the specified time period **WILL result in the claim being DENIED**.

In the event of a Hole-in-One claim, certification of achievement must be made on the scorecard of the Participant who has achieved the Hole-in-One by the tournament official or golf course representative (only in cases of 25 players or less) monitoring play at the Insured Hole(s) and all Participants within the group in which the Hole-in-One was made.

Written proof shall include but may not be limited to: scorecard(s), number of players, verification of yardage, tee information, hole monitor information, pin position, tournament information and any

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pertinent records needed to verify the claim and its amounts and the Insured and Participant shall permit copies of such records to be made if needed .

Payment of Claim

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

8.0 COOPERATION

The Company 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 Company at all reasonable times its books and records pertaining to said claims.

9.0 ASSIGNMENT

This policy is not assignable.

10.0 TERMINATION

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

The Company 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.

11.0 ACTION

Every action or proceeding against the Company for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

PROTECTING YOUR PRIVACY

RSA is committed to protecting your privacy and the confidentiality of your personal information. RSA is responsible for all personal information under its control and has designated a Privacy Officer who is accountable to Senior Management for RSA's compliance with this Privacy Policy.

This Privacy Policy may change from time to time. You can view the latest and entire version of this Policy by visiting our website at www.rsagroup.ca.

If you have any questions about this Privacy Policy please call us at 1-888-877-1710.

IN WITNESS WHEREOF the Company has executed and attested these presents, but this policy shall not be valid unless countersigned by a duly authorized representative of the insurer.



President & CEO
Royal & Sun Alliance Insurance Company of Canada

