

HOLE IN ONE CERTIFICATE WORDING



International
Underwriting
Agencies Ltd

www.iua.co.nz

OPERATIVE CLAUSE

In the event of any competitor in the Insured's Hole In One competition achieving a hole in one at the Specified Hole at the Golf Club on the Date of Competition specified in the Schedule, the Company will indemnify the Insured in respect of their legal liability to supply the prize to the competitor

Provided that

- (1) the Number of Rounds played does not exceed the amount stated in the Schedule, and
- (2) only one prize shall be offered and if this is won the competition shall immediately come to an end, and the liability of the Company to make payment under this Certificate shall not in the aggregate exceed the Total Sum Insured stated in the Schedule

Company

"Company" means, Underwritten by certain underwriters at Lloyd's and/or companies (Insurers) acting through their agent International Underwriting Agencies Limited

Warranties

It is warranted by the Insured that

- (1) The competition and hole will at all times be supervised by at least two of the persons whose names have been submitted to and accepted by the Company. The supervisors must be independent of both the Insured and the supplier of the prize.
- (2) All equipment to be used during the competition shall conform to the specifications laid down by the International Professional Golfers Association or the International Amateur Golfers Association and the competition shall be conducted in accordance with the rules laid down by these authorities.
- (3) The green at the Specified Hole shall not be specially prepared or altered from the condition which is usual for the normal play nor shall the hole be positioned on the green to facilitate the achievement of a hole in one.
- (4) The fact that the competition is insured will not be publicised.
- (5) In the event of a claim a certificate of achievement shall be made by the two supervisors, the successful competitor and the other competitors who witnessed the hole in one.
- (6) Practice attempts will not be permitted.
- (7) The pin must remain in the hole at all times.

Conditions

(1) This Certificate and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached.

(2) New Zealand Law applies to this Certificate.

The Insurers hereon agree that:

(a) In the event of a dispute arising under this Certificate, Insurers at the request of the Insured will submit to the jurisdiction of any competent Court in New Zealand. Such dispute will be determined in accordance with the law and practice applicable to such court.

Any summons notice or process to be served upon Insurers may be served upon their agent:

Lloyd's General Representative
c/o Hazelton Law
Level 3
101 Molesworth Street
Wellington
New Zealand

Who have authority to accept service and to enter an appearance on Insurers' behalf, and who are directed at the request of the Insured that they will enter an appearance on Insurers behalf.

(b) If a suit is registered against any one of the Insurers all Insurers hereon will abide by the final decision of such Court or any competent Appellate Court.

(3) No refund of premium shall be allowed hereunder.

(4) The Insured shall give immediate notice to the Company of circumstances which may give rise to a claim under this Certificate.

(5) The due observance of the terms conditions and warranties of this Certificate by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers and information supplied on or in connection with the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Certificate.

(6) If the Insured or anyone acting on its behalf or any competitor makes a claim under this Certificate and knows that the claim is false or fraudulent in any way the Company will be entitled to void the Certificate from inception and the claim will not be paid.





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