

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 Tournament Official means an individual who is 18 years of age or over and 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** 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. 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.
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. 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**.
6. 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 the claim or limit the amount payable.
7. 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. Modified holes are not permitted unless specifically stated on the Declaration Page.
8. 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**.
9. 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.).
10. 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**. Professional golfers and golf club pros are not eligible unless specifically stated on Declaration Page. An additional premium may be applied.
11. If the event is a par three tournament or shoot out, it must be noted on the application form and Declaration Page.
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 unless otherwise stated, to a maximum payout of CAD\$50,000.
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 claimant'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

Written Proof

In the event of a 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 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 claim, certification of achievement must be made on the scorecard of the **Participant** who has achieved the **Hole-in-One** by the **Non-biased 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 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.

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.

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 Declaration Page. 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

