



## **Arena Prize Indemnity Policy – April 2021**

Wording Document

# Arena Hole-in-One Prize Indemnity Policy

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## Important Notices

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This policy is a legal contract between you and us. You have paid, or have agreed to pay, us the premium and we provide the cover specified in this policy and as set out in your Schedule.

The terms, conditions and provisions of the insurance we offer you are set out in this policy. It is important that you:

- read all of the policy before you buy it to make sure that it gives you the protection you need
- are aware of the limits on the cover provided and the amounts we will pay you (including any Excess that applies)
- are aware of the definitions in your policy. You will find definitions throughout your policy.

You must comply with all provisions of this policy, otherwise we may be entitled to refuse to pay a claim or reduce the amount you are entitled to receive.

The policy is in force for the Period of Insurance set out in your Schedule or until cancelled.

The limits on the cover provided

- some of these will be stated in the policy itself (these are our standard policy limits); and
- the remainder will be stated in your Schedule.

In some circumstances the terms and conditions of this policy may be amended by endorsement. If your policy is endorsed you will receive notification of the endorsement.

In issuing this policy to you, we have relied upon the proposal form you have already completed.

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## About Arena and Berkley Insurance

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### ABOUT ARENA

Arena Underwriting Pty Ltd (ABN 26 125 869 481 AFSL 317617) (Arena) Arranges for and on behalf of Berkley Insurance Australia.

Arena acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this Policy Arena acts as an agent for the insurer and not for you.

If you have any queries in relation to your Policy, you can contact Arena in any of the following ways:

Phone: 02 4952 4477

Postal Address: Suite 7, 25 Anzac Rd, Tuggerah NSW 2259

Email: [info@arenaunderwriting.com.au](mailto:info@arenaunderwriting.com.au)

### ABOUT BERKLEY INSURANCE

Berkley Insurance Australia (ABN 53 126 559 706, AFS 463129) is part of the W.R Berkley Corporation.

Berkley Insurance Australia underwrites this policy and is responsible for decisions on claims approvals and payments.

Phone: 02 9275 8500

Postal Address: Level 7, 321 Kent St, Sydney NSW 2000

Email: [australia@berkleyinaus.com.au](mailto:australia@berkleyinaus.com.au)

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## Your Duty of Disclosure

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This policy is subject to the Insurance Contracts Act 1984. Under that Act you have a Duty of Disclosure. Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance. Your duty however does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, or
- we have indicated we do not want to know.

If you do not comply with your duty of disclosure, we may be entitled to:

- reduce our liability for any claim
- cancel the contract
- refuse to pay the claim
- avoid the contract from its beginning, if your nondisclosure was fraudulent.

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## Taxation Information

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The amount of cover available under this policy excludes Goods and Services Tax [GST].

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay.

The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the Premium.

If you are liable to pay an Excess under this policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess.

If you are unsure about the taxation implications of this policy, you should seek advice from your accountant or tax professional.

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## Privacy

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Berkley Insurance Australia seeks at all times to comply with the Privacy Act 1988 and the Australian Privacy Principles therein. If we disclose personal information to you for any reason you must also act in accordance with and comply with the terms of the Privacy Act and the Australian Privacy Principles.

### Purpose for collection of information

The information contained in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy.

### Disclosure of Information that you provide to us

Berkley Insurance Australia will only use the information in accordance with the terms of the Privacy Policy. Without limiting the application of the Policy Berkley Insurance Australia may disclose personal information to other individuals or organisations in connection with your claim, including legal advisors, other parties, other lawyers, experts and witnesses, courts and tribunals and other organisations that need to be involved in the matter. By submitting your notification and continuing to deal with us you consent to Berkley Insurance Australia and these parties collecting, using and disclosing personal and sensitive information about you for these purposes. By signing the claim form you are consenting to the above.

You warrant to us that where you provide us with personal information that you have collected from other individuals:

- that the information has been collected in accordance with the Privacy Act 1988.
- that We are authorised to receive that information from you and to use it for the purpose of providing legal claims management services and advice.
- You and the person who provided you with the information, are aware and have complied with the Privacy Act 1988 and have notified the person about whom the personal information is collected of the collection use and disclosure of such information.

By executing the claim form you are indemnifying Berkley Insurance Australia against any breach that arises directly or indirectly out of any act or omission of your part which does not accord with the conduct required under the Privacy Act 1988.

### Direct Marketing

We do not disclose personal information that We collect to a third party for the purpose of allowing them to direct market their products and services unless you have given Us your permission for Us to do this.

### Cross Border

We will share your personal information with the Berkley group of companies. Our data containing your information is stored in our data centre using dedicated Berkley hardware and network. We may also use Software as a Service, Cloud computing or other technologies from time to time and your information may be stored outside Australia. We will not transfer personal information to a recipient in a foreign country unless We have appropriate protections in place as required by the relevant privacy laws. Your information will be stored on our data base for such period of time as required by law.

### Further information

If you would like further information, please review our full Privacy Policy on our website [www.berkleyinaus.com.au](http://www.berkleyinaus.com.au) or if you have any complaints or concerns over the protection of the information you have given to us or that We have collected from others, contact the National Head of Claims at the Sydney address listed below or alternatively send an email to [australiaclaims@berkleyinaus.com.au](mailto:australiaclaims@berkleyinaus.com.au)

#### Contact Details

Berkley Insurance Australia

Level 23, 31 Market Street

SYDNEY NSW 2000

Ph: 02 9275 8500

Fax: 02 9261 2773

Email: [australia@berkleyinaus.com.au](mailto:australia@berkleyinaus.com.au)

Web site: [www.berkleyinaus.com.au](http://www.berkleyinaus.com.au)

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## 1. What We Cover

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### 1.1. Insuring Clause

We will indemnify the **Insured** up to the **Indemnity Limit** for the amount of the **Prize** upon the happening of any **Event**.

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## 2. General Conditions – Your Obligations

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### 2.1. Cancellation or Abandonment

We are not liable to indemnify the **Insured** if, at any time between the **Inception Date** and the happening of an **Event** the **Competition** is cancelled or abandoned for any reason.

### 2.2. Before the Competition

We will not provide any coverage under this policy unless the **Insured**:

- a. advises the **Competitor** of the **Terms and Conditions of Participation**.
- b. obtains from the **Competitor** the **Competitor Details**.
- c. tells **Us** about any matter that has occurred since the **Inception Date** that the **Insured** knows, or could reasonably be expected to know, is relevant to **Our** decision to indemnify the **Insured** for any **Event**;  
before the start of any **Competition**.

### 2.3. During and after the Competition

We will not provide any coverage under this policy unless the **Insured**:

- a. ensures that to the best of the **Insured's** ability, the **Competition** is carefully supervised by the **Competition Supervisor**;
- b. ensures that to the best of the **Insured's** ability, the **Competitors** comply with the **Terms and Conditions of Participation**;
- c. bears the costs of supervising the **Competition** (including the costs of retaining any **Independent Supervisor**); and
- d. keeps records of all the **Competitor Details** for a period of at least 12 months;  
during and after any **Competition**

### 2.4. Notification of the occurrence of an Event

Following the occurrence of any **Event**:

- a. the **Insured** must notify **Us** in writing as soon as reasonably practicable about the occurrence of the **Event**;
- b. the **Insured** must provide **Us** with:
  - i. the **Competitor Details** for all **Competitors** who took part in the **Competition** in which the **Event** occurred;
  - ii. the names and contact telephone numbers of the **Competition Supervisors**;
  - iii. proof that the **Event** occurred; and
  - iv. proof that the **Competitor** has received the **Prize**.
- c. **the Insured** must co-operate with **Our** investigation into any **Event**. This includes but is not limited to:
  - i. making available to **Us** the **Insured's** books and records relating to the **Competition**, the **Event** and the **Competitors**;
  - ii. completing any claim form and returning it to **Us** within any period reasonably requested by **Us**;
  - iii. if requested by **Us**, providing a statutory declaration to confirm that the **Event** has occurred;
  - iv. providing any information or help as **We** may reasonably require to investigate the **Event**, the **Competition**, or the **Competitor**.

### 2.5. Hole-in-One Conditions

- a. The **Insured** cannot change the set-up of any **Competition Hole** with **Our** prior written consent. The **Competition Hole** must remain in its normal position in relation to the **Teeing Ground** and green
- b. At all times during the **Competition**, the **Competition Supervisor** must watch play at each **Competition Hole**.
- c. The **Competition** must be played in groups of at least two players.

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### 3. Exclusions

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#### 3.1. Cancellation or Abandonment

This policy does not cover any liability for a **Prize** in respect of any Competition that has been **Cancelled** or **Abandoned**.

#### 3.2. Second or Subsequent Prize

This policy does not cover any liability in respect of any second or subsequent **Prize**.

#### 3.3. Fraud, Dishonesty, Infringement of Contravention of Rules

This policy does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

- a. fraud, misrepresentation, collusion or dishonesty; or
- b. any infringement or contravention of the rules of the **Competition**.

#### 3.4. Loss of Control by Supervisor

This policy does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any inability of the **Competition Supervisor**, to maintain control over the **Competition** or event.

#### 3.5. Bodily Injury or Property Damage

This policy does not cover any liability for any bodily injury or material damage caused to any person or property in connection with any **Competition**.

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### 4. Terms and Conditions of Participation

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#### 4.1. Terms and Conditions of Participation.

The following **Terms and Conditions of Participation** apply to each **Competition** covered under this policy.

- a. A **Competitor** does not include and the **Competition** is not open to:
  - i. the **Insured**, directors, officers, employees or staff (including but not limited to persons working for the **Insured** whether under a contract or otherwise) of the **Insured**;
  - ii. any **Competition Supervisor**, or any other supervisor, manager, judge, organiser or official of the **Competition**;
  - iii. any directors, officers, employees or staff (whether working under a contract or otherwise) of the company conducting the **Competition**;
  - iv. any directors, officers, employees or staff (whether working under a contract or otherwise) of any company entrusted with the organisation of the **Competition**; or
  - v. any of **Our** directors, officers, employees or staff (including but not limited to persons working for Us whether under a contract or otherwise).
  - vi. any person who has previously won an insured hole in one contest.
- b. A **Competitor** has no direct claim against **Us**.
- c. Following the happening of an **Event**, a **Competitor** will permit copies of any **Competition** records (including all **Competitor Details**) to be provided to **Us**.
- d. At all times during the **Competition**, the **Competition Supervisor** must watch play at each **Competition Hole**.
- e. The **Competitor** must finish the entire **Round of Golf**, complete their scorecard and have it signed by their playing partner(s) and the **Competition Supervisor**.
- f. The **Competition** must be played in groups of at least two players.
- g. The following are not **Events**:
  - i. the **Hole-in-One** results from a replayed stroke (for any reason, including the ball landing out of bounds); and
  - ii. when a **Competitor** makes more than one attempt at a **Competition Hole** during a **Competition**, unless the **Competitor** is taking an extra shot to 'round-out' a group, under which circumstances, the first stroke is eligible to be an **Event**.

- h. The material and equipment used for the **Competition** must conform to the International Professional or Amateur Golfer's Association regulations.
- i. The green at the **Competition Hole** must not be specially prepared or differ in any way from its normal playing condition. The **Competition Hole** must not be located in such a way as to make it easier to hit a **Hole-in-One**.
- j. The Rules of Golf as published from time to time by Golf Australia which are in force at the time of the date of the **Competition** otherwise apply.

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## 5. General Terms and Condition

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### 5.1. Indemnity Limit

Our liability to indemnify the **Insured** under this policy will not exceed the **Indemnity Limit**, irrespective of the amount of the **Prize**.

### 5.2. Policy period

This policy begins on the **Inception Date** and ends on the **Expiry Date** set out in the **Schedule** and no coverage will be available before the **Inception Date** or after the **Expiry Date**.

### 5.3. Excess

The **Excess** shown on the **Schedule** is payable for each and every **Claim** made under this policy.

### 5.4. Premium

The **Insured** must pay their **Premium** within seven (7) days of the **Inception Date**, but at least four (4) days prior to the **Competition**. We have no obligation to refund any part of the **Premium** irrespective of whether the **Competition** takes place.

### 5.5. Claims Conditions

- a. The **Insured** has a responsibility to cooperate fully with **Us**. Even if **We** have already paid the **Insured's** claim, the **Insured** must continue to give **Us** all the information that **We** require.
- b. If a claim is made against the **Insured** for anything covered under this **Policy**:
  - a) **We** have the right to conduct, defend or settle any such claim or legal proceedings and to act in the **Insured's** name; and
  - b) **We** may attempt to recover the amount **We** have paid to the **Insured** from someone else if **We** find they are responsible for the **Insured's** loss or damage. If so, the **Insured** must give **Us** their rights to conduct, defend or settle any legal action against that person and to act in the **Insured's** name.

### 5.6. Other Insurance

If the **Insured** has other insurance covering any loss recoverable under this policy, the **Insured** must provide **Us** with details of the type of other insurance and name of the other insurer and provide **Us** with any information or assistance **We** may need to make a claim on the other insurer.

### 5.7. Laws of the Policy

The **Insured's** policy is governed by the laws of the State or Territory where this policy is issued. The relevant courts of the place where the policy was issued will have jurisdiction in any dispute concerning or under this policy.

### 5.8. Cancellation/ Refund of Premium / Assignment Clause

- a. The **Insured** may cancel the policy, provided written notice is given to the Insurer as soon as reasonably practicable before the Competition begins, to receive a refund of premiums paid.
- b. If the policy is cancelled prior to the Competition being run/taking place, the Insurer is entitled to retain 25% of the premium charged to cover their necessary costs in arranging the policy.
- c. No part of Premiums, once paid to the Broker / Insurer, are not refundable to the Insured under any circumstances, where the Competition has already been run/taken place. No part of Premiums, once paid to the Broker / Insurer, is refundable to



the Insured under any circumstances, where The Insured has reported an incident that is likely to give rise to a claim under this policy.

- d. The **Insured** is not entitled to assign the policy to a third party without **Our** written consent.

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## 6. Definitions

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Words with special meanings will be seen throughout the **Policy** in bold lettering. Please refer to the following definitions for the meaning **We** give these words.

**Abandoned** means the inability to complete any or all of the **Competition**.

**Ball** has the same meaning as it does the Rules of Golf as published from time to time by Golf Australia which are in force at the time of the date of the **Competition**.

**Competition Hole** means any **Hole** on a **Course** used in the **Competition**:

- a) while in its usual position on the green;
- b) is marked with a Flagstick; and
- c) where the minimum distance measured from the Tee Markers to the Flagstick is at least 140 metres.

**Course** refers to any golf course in Australia listed in the **Schedule**

**Cancelled** means the inability to proceed with any part of the **Competition** as a direct result of an event occurring during the **Period of Insurance** which is beyond the control of the **Insured**.

**Competition** means the event nominated in the **Schedule**, held at any of the **Sites**, on the event date nominated in the **Schedule**.

**Competition Supervisor** means any supervisor, manager, judge, organiser or official of the **Competition** who is:

- a) for a **Competition** where the **Prize** has a value of \$50,000 or less, over the age of 18; or
- b) for a **Competition** where the **Prize** has a value of greater than \$50,000, an **Independent Supervisor**.

**Competitor** means a person who takes part in a **Competition** and is not disqualified or excluded from being a **Competitor** by the **Terms and Conditions of Participation** detailed in clause 4.1 of this **Policy** or otherwise.

**Competitor Details** means personal details sufficient to identify and contact a **Competitor** and includes at least the **Competitor's** correct and current names, address and telephone numbers.

**Event** means a **Competitor** in a **Competition** who complies with the **Terms and Conditions of Participation** hits a **Hole-in-One** and the **Insured** has promised to give the **Competitor** a **Prize**.

**Excess** means the amount stated in the **Schedule**.

**Expiry Date** is the expiry date stated in the **Schedule**.

**Flagstick** has the same meaning as it does in the Rules of Golf as published from time to time by Golf Australia which are in force at the time of the date of the **Competition**.

**Hole** has the same meaning as it does in the Rules of Golf as published from time to time by Golf Australia which are in force at the time of the date of the **Competition**

**Hole-in-One** means a **Competitor** on their first stroke for the **Competition Hole** hits a **Ball** from the **Teeing Ground** into the **Contest Hole**.

**Inception Date** means the effective date stated in the **Schedule**.

**Independent Supervisor** means a person who is over the age of 18 and is not a director, officer, employee or staff member of the **Insured** or **Us** and who has been approved by **Us** in writing not less than 14 days before the **Competition** begins.

**Indemnity Limit** means the amount stated in the **Schedule**.

**Insured** means the insured person or entity named in **the Policy Schedule**. If more than one person or entity is named as the **Insured**, **We** will treat a statement, act, omission or claim of any one of those persons or entities as a statement, act, omission or claim by all those persons or entities.

**Policy** means this policy document, the **Schedule** and any endorsements added by way of separate schedule or otherwise.

**Premium** means the amount stated in the **Schedule**.

**Prize** means the prize stated in the **Schedule**, payable in Australian currency only.

**Round of Golf** means 18 holes of play.

**Schedule** means the certificate issued by **Us** which forms part of the **Policy**.

**Site** means all locations within Australia that are listed in the **Schedule**.

**Tee Markers** has the same meaning as it does in the Rules of Golf as published from time to time by Golf Australia which are in force at the time of the date of the **Competition**

**Teeing Ground** has the same meaning as it does in the Rules of Golf as published from time to time by Golf Australia which are in force at the time of the date of the **Competition**

**Terms and Conditions of Participation** means the conditions detailed in clause 4.1 of this **Policy**, as amended by any endorsements.

**We, Us or Our** means Berkley Insurance Company (trading as Berkley Insurance Australia ABN 53 126 559 706) .