



A division of BlueCircle Insurance, Hole-In-One Direct is Underwritten by **Unica Insurance**, (Unica) is a subsidiary of La Capitale General Insurance, 7150 Derrycrest Drive Mississauga, Ontario, L5W 0E5

## 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 Unica Insurance

**Effective Date** means the date the Insured Tournament commences.

**Expiry Dates** means the date the Insured Tournament ends.

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

**Hole-In-One** means playing the insured hole in 1 shot as defined by the Rule of Golf.

**Insured Hole(s)** means the specific hole(s) shown on the declaration page.

**Hole Monitor/Non-biased Tournament Official** an individual 18 years of age or older 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 Hole In One Direct (A division of BlueCircle Insurance)

### 2.0 TERM OF COVERAGE

This policy begins and ends on the dates indicated on the Declaration Page.

### 3.0 DESCRIPTION OF COVERAGE

The insurer agrees to indemnify the insured in the amount stated on the declaration page in the event of a **Hole In One**.

### 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. The minimum yardage on any insured hole must be 160 yards from the tee to the flagstick (for prizes up to \$35000) For prize above \$35001 the minimum yardage requirement is 165 yards. **The insured hole must meet or exceed the yardage stated on the policy declaration page.**

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Ladies may play up to 15 yards closer. The Insured Hole(s) shall remain in its normal position with regards to the tee box and green.

4. In all cases the Rules of Golf, as distributed by Golf Canada, will apply.
5. All equipment must conform to the rules of golf as determined by Golf Canada. This includes, but is not limited to, the flagstick, hole, golf club, and golf ball.
6. One **Hole Monitor** must be stationed and monitoring play at each Insured Hole at all times during the Insured Tournament. If the prize value is \$35,001 to \$100,000 two (2) **Hole Monitors** must be stationed and monitoring play at each Insured Hole at all times during the Insured Tournament. One monitor must be positioned at the tee box area and one by the green. The **Hole Monitor(s)** must be stationed in such a way as to ensure that they have a clear view of the tee box and the insured hole. The yardage on the insured hole must be verified prior to the tournament by a golf course official and the **Hole Monitor(s)**.
7. If the event has **36** players or less, a golf course representative must monitor the Insured Hole(s) (i.e. club pro, club manager, etc.) **\*\* Subject to approval by Hole In One Direct.**
8. 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.
9. In the event that the Insured understated, intentionally or otherwise, the number of **Participants** in the Insured Tournament the **Company** has the right to deny any claim.
10. Professional golfers may be made eligible with the **Company's** approval and must play from a minimum of 175 yards. All professionals must be stated on the application and policy declaration documents for coverage to be valid.
11. The **Participants** must finish the entire round of golf and complete the scorecard, weather permitting.
12. The Insured Tournament must be played in groups made up of no fewer than three **Participants**. **Groups of two are not eligible.**
13. The Insured is not allowed to change the setup of an Insured Hole(s) without written permission from the **program manager**.
14. Modified holes must be disclosed and noted on the policy documents for coverage to be valid. This includes (but is not limited to) Temporary teeing grounds and Temporary greens. Artificial teeing areas and artificial/sand greens.
15. Modified par 4 & 5 holes are excluded from coverage unless noted on the policy declaration page.
16. The following **ARE NOT ELIGIBLE** for a Hole-In-One claim:
  - (a) A ball hit out of bounds and replayed. This would constitute a hole-in-three; or
  - (b) **Participants** who take more than one attempt (**Mulligan**), 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.
17. 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 one hundred percent (100%) unless otherwise stated. Maximum 2 potential winners/payouts on each insured hole.
18. Where multiples 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

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ensure that there are no other Insureds on the Insured Hole(s).

19. All claims/winners must be reported within 1 business day. By phone: 1-866-665-4463 or after hours 1-780-721-1226. You can also email [info@hiodirect.com](mailto:info@hiodirect.com). Claims procedure and affidavit forms can be found at [www.hiodirect.com](http://www.hiodirect.com).
20. 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

**If by phone, call:**

1-866-665-4463 in Canada or 1-780-721-1226 After Hours.

#### How to File a Claim

You must substantiate **your** claim by providing all required documents for the insurance coverage. Failure to do so will 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. Claims procedures and forms are located on our website at [www.hiodirect.com](http://www.hiodirect.com).

#### Written Proof

The Insured is required to provide all written proof (documentation) **within 5 business days**. Failure to provide completed claims documents will result in the **claim being declined**.

Written proof shall include but may not be limited to: scorecard(s), witness affidavits, hole monitor affidavit and club pro affidavit. Written proof shall include but may not be limited to: scorecard(s), witness affidavits, hole monitor affidavit and club pro affidavit. We also require a copy of the tee sheet (list of all players in the tournament), photos of the green and tee box area and yardage verification.

#### Payment of Claim

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

#### Appeal of Claim

A formal appeal must be **filed in writing** within 30 days of claim closing.

#### 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. The **Company** reserves the right to an examination under oath.

#### 9.0 ASSIGMENT

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 **Program Manager** 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

UNICA is committed to protecting **your** privacy and the confidentiality of **your** personal information. Unica is responsible for all personal information under its control and has designated a Privacy Officer who is accountable to Senior Management for Unica'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.unicainsurance.com](http://www.unicainsurance.com).

If **you** have any questions about this Privacy Policy please call us at 1-800-676-0967

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



Martin Delage, President & COO  
Unica Insurance

