

PREMIUM Poist'ovňa, pobočka poisťovne z iného členského štátu

Article 1 Opening provisions

1. PREMIUM Insurance Company Limited, an insurance company with its registered office at Level 3, CF Business Centre, Triq Gort, STJ 3061, St Julian's, Malta, acting in the territory of Slovak Republic through its organizational unit PREMIUM Poist'ovňa, pobočka poisťovne z iného členského štátu, with its registered office at Námestie Mateja Korvína 1, 811 07 Bratislava – district Staré Mesto, Slovak republic (hereinafter as the “insurer”) undertakes to provide benefits under the terms and conditions set in the insurance policy which includes these General Insurance Terms and Conditions for HOLE – IN – ONE Insurance (hereinafter the „PREMIUM VPP HIO”).

Article 2 Definitions

1. The “**Insurer**” is PREMIUM Insurance Company Limited.
2. A “**Policy Holder**” is a person that concluded a contract with the Insurer and pays insurance premiums.
3. An “**Insured Person**” is a person stated in the insurance policy, usually an organizer or sponsor of the Insured Tournament.
4. A “**Hole-in-One**” is a hole played with one attempt from the tee on the teeing ground of the Insured Hole.
5. The “**Insured Hole**” is the hole stated in the insurance policy to which the insurance relates.
6. The “**Insured Tournament**” is the golf tournament stated in the insurance policy.
7. An “**Impartial Person**” is a natural person over 18, who is not the Participant in the Insured Tournament.
8. A “**Participant**” is any natural person, who takes part in and plays in the Insured Tournament and for whom the insurance premium was paid. A Participant is also considered an additional Insured Person for the purposes of this coverage.
9. An “**Insured Event**” is the scoring of a Hole-in-One by a Participant.

Article 3 Insurance period

1. This insurance becomes effective upon the commencement of the Insured Tournament and terminates upon the end of the Insured Tournament. This insurance does not cover any Insured Events that occur before the commencement of the insurance stated in the insurance policy or after the end of the insurance stated in the insurance policy.

Article 4 Scope of the insurance

1. This insurance covers payment of the winnings in the acquisition value of the prize won by the Participant who first plays a Hole-in-One on the Insured Hole at the Insured Tournament during the insured period. However, benefits may not be greater than the insured sum stated in the insurance policy.

Article 5 Insurance terms and conditions

1. **Minimum distance of the Insured Hole:**
The minimum distance of each Insured Hole must be 175m from the tee to the flag for men and 160m for women. The Insured Hole must be in its usual place in relation to the tee and the green during the entire tournament.
2. **Golf rules:**
In every case, the golf rules established by the Professional Golf Association (PGA) must be followed. All sporting equipment must comply with these rules. Including, but not limited to, flagsticks, holes, the golf course and golf balls.
3. **Impartial referees:**

Each Insured Hole must be under direct, visual and physical surveillance of at least one impartial referee during the entire tournament. This person has to be over 18 and not a Participant of the tournament. If the Insured Tournament has 25 participants or fewer, the Insured Hole must be monitored by a representative of the golf course.

4. **Number of Participants:**

If there are more Participants in the tournament than the number of the Insured Persons stated in the insurance policy, the Insurer is entitled to deny any benefits resulting from the insurance.

5. **First risk insurance:**

This insurance relates only to the first played Hole-in-One. Any subsequent Holes-in-One during the Insured tournament are not covered by this insurance.

6. **Game:**

The Participant has to finish all holes properly and according to the rules and properly fill in the score card (the card where a scorer writes down a player's result for individual holes).

7. **Insured Hole:**

The condition for provision of benefits by the Insurer is that the Insured Hole is the lowest-scoring 3-par hole (i.e. the 3-par hole with the highest difficulty level) on the golf course. The Policy Holder/Insured Person is obliged to meet this condition and stating a hole that does not meet this condition in the insurance policy does not establish a right to benefits if this condition has not been met. The Insurer verifies fulfilment of this obligation after reporting the loss event.

8. **Groups:**

The Insured Tournament must be played in groups consisting at least of three Participants. Groups of two are not allowed and will result in the termination of the right to benefits.

9. **Changes:**

Neither the Policy Holder nor the Insured Person are allowed to make changes to the Insured Hole without the prior written consent of the Insurer. Any change to the insurance must be made by a written amendment to the insurance policy signed by both parties. If the above obligation is breached by the Policy Holder or the Insured Person, the right to benefits from this insurance shall be terminated.

10. **Cooperation with the Insurer:**

The Insurer reserves the right to inspect (and the Policy Holder or the Insured Person has to allow the Insurer to do so) any claim resulting from this insurance. The Policy Holder and the Insured Person must immediately provide the Insurer with all required documents and records related to the claim in question.

11. **Termination of the insurance:**

Termination or cancellation of this insurance shall be governed by the applicable legal regulations of the Slovak Republic.

In the event of breach of or non-compliance with the insurance terms and conditions, the Insurer is entitled to deny benefits arising therefrom.

12. **Exclusions from the insurance**

This insurance does not apply to any claims:

- a) related to frauds, distortion, secret agreements or unfair practices,
- b) related to any breach of the golf rules or the Insured Tournament's rules,
- c) related to a mulligan, where a mulligan means the second unpunished tee-off of the ball from the original tee after the player has failed to tee-off first time as he/she had wanted;
- d) resulting from a strokehot out of bounds played again from the tee.

- e) from Participants who make more than one shot on the hole, regardless of the result of the shot.
2. These General Insurance Terms and Conditions shall come into effect of 1st February 2023.

13. Claims

a) Notification: The Insured Person is obliged immediately, within 7 days at the latest, to notify the Insurer of occurrence of the Insured Event. The Insurer reserves the right to deny any claims brought after 7 days from the occurrence of the Insured Event. Claims have to be submitted in writing by registered mail to the Insurer's address.

b) Making a claim: The Insured Person is obliged to provide the Insurer with all requested documents related to the claim. If the Insured Person fails to do so, the Insurer is not obliged to provide benefits.

The Insurer does not pay any charges incurred in relation to issuance of the required documents.

c) Required documents: In the event of the Insured Event, the Insured Person is obliged to provide the Insurer with the names, addresses and telephone contacts of all Participants playing in the group of the Participant who played the Hole-in-One, the name, address and telephone contact of the impartial referee who was physically present and was monitoring the hole at the time when the Hole-in-One was played and the original score card.

The Insured Person must provide the Insurer with a filled report in the Insured Event including an affidavit. The report form will be sent to the Insured Person immediately after occurrence of the Insured Event has been communicated to the Insurer.

The Insured Person is obliged to also provide the score card of a player who played Hole-in-One containing the record of the played Hole-in-One certified by the impartial referee monitoring the hole as well as all the other players in the group.

Article 6 Handling complaints

1. A complaint can be filed in any operation of the insurer during opening hours personally or in writing to: PREMIUM Poisťovňa, pobočka poisťovne z iného členského štátu, Námestie Mateja Korvína 1, 811 07 Bratislava – district Staré Mesto, Slovak Republic. The complaint can also be filed electronically at e-mail: staznosti@premium-ic.sk

More detailed information about the place, the method of submitting a complaint and the further procedure for its processing is available on the insurer's website: www.premium-ic.sk.

2. The complaint shall be handled promptly, no later than 30 days after its receipt. If this is not possible due to the circumstances of the case, the complainant will be informed of the reasons for extending the time limit for handling the complaint, stating the expected date for handling the complaint.

Article 7 Sanction Clause

1. Insurance (reinsurance) according to this policy is not considered to be valid and the insurer (reinsurer) is under no obligation to compensate for damage or provide any type of performance or provide another benefit in cases where the validity of the insurance, compensation for damage, provision of performance or other benefit would be in conflict with by any decision of the United Nations (including its affiliated international organizations), the European Union or the USA to impose political, commercial and/or economic sanctions, or such actions of the insurer (reinsurer) would result in the imposition of a sanction based on applicable sanctions regulations and legal regulations, prohibition or other restrictions.

Article 8 Closing provisions

1. This insurance is regulated by generally binding legal regulations. The courts of the Slovak Republic shall have exclusive jurisdiction over legal disputes arising from this insurance policy for this insurance..