

# Capitol Indemnity Corporation

P.O. Box 5900, Madison, WI 53705

## COVERAGE PART

ATTACHED TO AND FORMING PART OF POLICY NO. \_\_\_\_\_

ISSUED TO:

BY: CAPITOL INDEMNITY CORPORATION

## "HOLE-IN-ONE" INSURANCE

### **A. COVERAGE**

THE COMPANY hereby agrees to indemnify the named insured in respect to his assumed liability to pay prize money should any registered competitor participating in the golfing event or events stated in the Specifications hereinafter contained succeed in "holing in one" at a selected hole (identified in the aforesaid Specifications) in accordance with the official rules governing such event or events.

PROVIDED ALWAYS that the liability of the Insurers hereunder shall not exceed the sum of \$\_\_\_\_\_ per occurrence and \$\_\_\_\_\_ in the aggregate.

PROVIDED FURTHER that this Policy shall be subject to the Conditions, Warranties and Specifications set forth below.

### **B. SPECIFICATIONS**

1. Description of Insured Event(s):
2. Name and Address of Country Club:
3. Selected Hole(s) and Length(s):
4. Dates(s) to be held:
5. Prize:

### **C. POLICY CONDITIONS**

1. In the event of a claim or claims arising hereunder as soon as reasonably possible notice in writing thereof shall be given to the Company and the Insured undertakes to furnish to the Company all such proofs and evidence as the Insurers may reasonably require.
2. If we [the company] and you [the insured] do not agree whether coverage is provided under this policy of insurance for a claim made by or against the insured, both parties may, by mutual consent, agree in writing to arbitration of the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction.

Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations is located. Local rules of law as to procedure and evidence will apply.

A decision agreed to by any two will be binding.

Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally

3. Two Committee members shall be stationed at each of the selected holes at all times during the tournament.
4. Certification of achievement shall be made by two (2) Committee members and the successful competitor, and the Club Secretary.
5. Score cards to be completed and signed by all participants named on the score card.
6. The Hole-in-One must occur during official tournament play and be made by an officially registered player.
7. No practice shots shall be permitted and all shots shall be made in the regular round of tournament play.

#### **D. EXCLUSIONS**

No professional golfer shall be eligible for the prize(s).

#### **E. DEFINITIONS**

Committee Members - means member of the Insured who are part of the committee organizing and supervising the insured event set forth in the Specifications.

Professional Golfer - means any person who has at any time golfed or been a golf instructor for financial gain or livelihood on a full or part time basis.

**Certain words or terms underlined in this endorsement have special meaning and are defined either in the policy or in this endorsement.**