Golf Insurance

Policy Terms E-35

Golf Insurance is a specialist insurance designed for golfers. The insurance covers, among other things, theft of golf equipment, accidents during golf activity, and other unexpected events, both on and off the course.

The insurance is governed by the insurance certificate together with its endorsements and special terms, these policy terms, the company's general terms no. AS-1, and the provisions of the Insurance Contracts Act no. 30/2004. Provisions in these terms take precedence over provisions in the general terms where there is any conflict.

The scope of coverage set out in these terms is exhaustive. If the policyholder or the insured suffers a loss or damage that does not qualify for compensation under these terms, such loss is not covered by the insurance.

Definitions

The company: Vörður tryggingar hf.

Golf equipment: Golf equipment includes clubs, bags, trolleys, clothing, shoes, and other items commonly found in golf bags and intended solely for use in golf. Golf carts and other vehicles intended solely for use on a golf course and in connection with golf are also considered golf equipment.

Home: The location stated on the certificate as the insured premises and which is also the registered domicile of the policyholder.

Policyholder: The individual who takes out the insurance in their own name and is also the premium payer.

The insured/s: The policyholder, their spouse or cohabiting partner, and unmarried children, provided these individuals share the same registered domicile in Iceland, live at the same address, and share a common household.

Sum insured: The amount stated on the certificate as the maximum benefit for each individual insurance component.

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Chapter 1. Golf Equipment Insurance

Art. 1. What does the insurance cover?

The insurance covers loss of or damage to golf equipment caused by:

a. a sudden and unforeseen external event during the policy period.
b. theft, provided the theft occurred through a break-in into a locked dwelling, vehicle, private boat, private aircraft, summer house (holiday home), mobile home, fishing hut, or storage locker at a golf club. It is a condition of the company's payment obligation that a police report is submitted as evidence of loss and that there are clear and unambiguous signs at the scene that a break-in has occurred.
c. theft while golf equipment is stored outside a golf clubhouse. It is a condition of the company's payment obligation that a police report is submitted as evidence of loss.
d. robbery, i.e. the taking of golf equipment by physical violence or the immediate threat of physical violence. It is a condition of the company's payment obligation that a police report is submitted as evidence of loss.

Art. 2. What does the insurance not cover?

The insurance does not cover loss or damage:

a. caused by ordinary wear and tear, gradual deterioration, or inadequate maintenance.
b. caused by a manufacturing or material defect.
c. to items left unattended in a public place.
d. arising from theft of golf equipment stored outside, unless the equipment was in a locked storage facility.

Art. 3. Safety regulations

a. The insured shall exercise reasonable care in the custody of their golf equipment and take all necessary steps to prevent loss or damage.
b. Golf equipment must be stored securely when not in use.

Art. 4. Where does the insurance apply?

The insurance applies in Iceland and while travelling abroad for up to 92 days from the date of departure from Iceland.

Art. 5. Settlement of claims

Claims are settled on the basis of the replacement cost of comparable items at the time of loss, less depreciation for age and use. The insured shall not profit from an insured event. The insurance shall only compensate for the insured's actual loss.

Art. 6. Policyholder's duty to disclose

The company is entitled to inspect the insured property and its packaging whenever it wishes to do so.

Chapter 2. Liability Insurance

The role of liability insurance is to pay compensation to an injured party where the insured has incurred tortious liability and the injured party is not contributorily negligent or responsible. It also covers costs incurred by the insured if a liability claim is brought against them. As tortious liability is often a complex legal matter, the insured should consult the company regarding their legal position if a claim for damages is brought against them. The insured's acknowledgement of their own liability is binding on the insured alone and not on the company. By making such an acknowledgement, the insured therefore risks having to pay damages personally in respect of a loss that is not covered by the liability insurance.

Art. 7. What does the insurance cover?

a. Coverage is provided against liability falling on the insured during golf activity under Icelandic law as an individual, provided the liability is a direct consequence of personal injury or property damage (including real property and animals) and is no broader than standard tort liability outside contract.
b. The liability insurance covers such loss to the extent that the injured party (third party) is not required to bear the loss themselves due to contributory negligence or responsibility.
c. If a child under 10 years of age causes loss, the company covers that loss regardless of tortious liability under law, to the extent that the injured party (third party) is not required to bear the loss themselves due to contributory negligence or responsibility. Such extended liability does not apply when a child under 10 years of age is involved in a traffic accident and damage occurs to a registered motorised vehicle in use.
d. The cost of a defence approved by the company.

Art. 8. What does the insurance not cover?

The insurance does not cover:

a. loss that the insured persons cause to one another.
b. damage to items that the insured has in their custody for use, storage, or for other reasons, or items taken without authorisation.
c. liability claims falling on the insured as owners or users of real property, aircraft, pleasure boats, or any type of registered motorised vehicle.

Art. 9. Where does the insurance apply?

The insurance applies in Iceland and while travelling abroad for up to 92 days from the date of departure from Iceland.

Art. 10. Sum insured

The maximum sum insured for each insured event is the maximum principal amount guaranteed by the company. If more than one loss event arises from the same cause, they are deemed to result from a single insured event.

The company pays interest on the compensation amount and costs incurred with the company's approval to determine the insured's liability, even if the company's payment thereby exceeds the sum insured. If the sum insured is lower than the principal of the compensation amount, only the portion of costs and interest corresponding to the sum insured shall be paid.

Art. 11. Policy period

The liability insurance covers events occurring during the policy period, even if the consequences do not become apparent until later. The insurance does not cover events occurring before the insurance was taken out.

Art. 12. Handling of liability claims

If a liability claim is made against the insured, the company has the right to manage that claim and is authorised to take all measures to handle it, such as acknowledging liability, defending the claim, or reaching a settlement, and such measures are at the company's expense, as are any legal costs in connection therewith.

The company is not bound if the insured pays or acknowledges a liability claim, unless it is established that the insured did only what was legally required of them when paying the claim or acknowledging its validity.

Chapter 3. Accidental Damage Insurance

Art. 13. What does the insurance cover?

The insurance covers loss caused by the insured to persons or property during golf activity or on a practice area adjacent to a golf course, regardless of tortious liability under law. If the injured party is contributorily negligent or responsible, the right to benefits is reduced accordingly.

The company's liability for each individual insured event is limited to the sum insured stated on the certificate. If another insurance covers loss under this accidental damage insurance article, no right to benefits arises under Art. 19 of the Damages Act no. 50/1993.

The provisions of Chapter 2 on liability insurance otherwise apply to this insurance, where applicable.

Chapter 4. Golf Accident Insurance

Art. 14. What does the insurance cover?

The company pays benefits for accidents suffered by the insured during golf activity. The term "accident" here refers to a sudden external event that causes bodily injury to the insured and occurs without their intent. For injuries to limbs sustained during golf activity, it is only required that the event be sudden and cause bodily injury to the insured and occur without their intent.

The company pays benefits if an accident suffered by the insured during golf activity results in:

a. permanent medical disability
b. temporary loss of working capacity
c. dental fracture
d. death

Art. 15. Benefits for permanent medical disability

a. If an accident causes permanent physical injury to the insured within three years of the date of the accident, disability benefits are paid on the basis of the base sum insured in force on the date of the accident.
b. Disability shall be assessed as a percentage in accordance with the impairment rating scale of the Disability Assessment Committee in force at the time the assessment is made. Disability may never be assessed at more than 100%.
c. If the accident results in permanent medical disability, the company and the insured shall agree on a single qualified medical assessor to evaluate the consequences of the accident.
d. Accidents resulting only in disfigurement are not covered.
e. In determining disability, no regard shall be had to the occupation, special abilities, or social position of the injured party.

f. Loss or impairment of a limb or organ that was non-functional prior to the accident does not give rise to disability benefits. If the loss is not total, the disability is compensated proportionally.
g. Disability is assessed at the earliest one year after the accident, but no later than three years after the accident. Either party may request that the final disability assessment be deferred by no more than three years from the date of the accident. Either party may request a new disability assessment after one year from the previous assessment.
h. The company reserves the right to apply the combining rule when assessing permanent medical disability.
i. Even if the condition of the injured party may change, a disability assessment shall without exception be carried out no later than three years after the accident. If there is a prospect that the injured party's condition could be improved by treatment or rehabilitation and they refuse without valid reason to undergo such treatment, the disability assessment shall nevertheless take into account the potential improvement.
j. Benefits for permanent disability are paid in proportion to the base disability benefit amount in force on the date of the accident as stated on the certificate, with the following multipliers: each percentage point from 26–50% counts double, each percentage point from 51–75% counts triple, and each percentage point from 76–100% counts quadruple. Benefits for disability assessed at 100% will therefore equal 250% of the base disability benefit amount.

Art. 16. Benefits for temporary loss of working capacity

a. If an accident causes temporary loss of working capacity, the company pays daily allowances at the level in force on the date of the accident, in proportion to incapacity from the end of the waiting period, for as long as the insured is incapacitated in the opinion of a physician, but for no longer than 44 weeks and not for any period after three years from the date of the accident.
b. The waiting period refers to the period that must elapse from the date of the loss before daily allowance payments commence. No daily allowance is paid for this period.
c. If the insured's incapacity is attributable in part to causes other than the accident, the daily allowance is reduced in direct proportion to the contribution of those causes.
d. The company does not cover temporary loss of working capacity of less than 50% of unimpaired working capacity.
e. The company does not pay benefits for temporary loss of working capacity if it results from a registered motorised vehicle.
f. The company does not pay benefits for temporary loss of working capacity once it has become permanent.

Art. 17. Benefits for dental fracture

a. The company pays for the repair of healthy and well-maintained teeth that are damaged or broken in a golf accident. The company's payment is limited to 6.3% of the base disability benefit amount per accident, and aggregate payments for accidents in a single policy year are limited to 10% of the same amount.
b. The insurance only covers dental damage that cannot be recovered from another party, e.g. Sjúkratryggingar Íslands (Icelandic Health Insurance) or mandatory motor vehicle insurance.

Art. 18. Death benefits

a. If the insured dies as a result of a golf accident within one year of the date of the accident, the sum insured in force on the date of the accident is paid, less any benefits for permanent disability already paid in connection with the same accident.
b. Death benefits are paid only where the accident is the direct and sole cause of the insured's death. The beneficiary of death benefits is the spouse, whether in marriage or a registered partnership.
c. If the insured is a child, death benefits are paid to their parents, or to the parent considered insured. If neither applies, the company pays death benefits to the beneficiary under the Inheritance Act no. 8/1962 or a will.
d. If the insured has no dependants, 25% of the sum insured is paid.
e. The company is entitled to have the deceased examined post-mortem to establish the cause of death and other matters relevant to its payment obligation.

Art. 19. What does the insurance not cover?

The insurance does not cover accidents:

a. occurring outside of golf activity.
b. caused directly or indirectly by pre-existing illness or physical condition, unless the accident is the direct and sole cause of the loss.
c. caused by a registered motorised vehicle in Iceland, or abroad if recoverable from the vehicle's insurance or a compensation fund.
d. occurring as a result of consuming alcohol, narcotics, or other recreational substances.
e. suffered by the insured while engaged in an act of violence or participating in a criminal offence.

Art. 20. Other limitations on payment obligation

The company does not pay benefits, even if an accident is proven to be the cause, for the following diseases or conditions: disc herniation, lumbago sciatica, rheumatoid arthritis, osteoarthritis, or any other rheumatic disease. If diseases or medical conditions of the insured are contributing causes of their death, no death benefits are paid.

Art. 21. Age limits

If the insured is 70 years of age or older at the time of the accident, death benefits are the following percentages of the sum insured:

Age	Benefit percentage
70 years	80%
71 years	60%
72 years	50%

73 years	40%
74 years	35%
75 years	30%
76 years	25%
77 years and older	20%

Children under 16 years of age are not insured against temporary loss of working capacity and are not entitled to death benefits exceeding 25% of the accident insurance death benefit.

If the insured is between 67 and 70 years of age at the time of the accident, the maximum benefit for temporary loss of working capacity is based on 50% of the base weekly benefit amount. If the insured is 71 years of age or older, they are not insured against temporary loss of working capacity.

Art. 22. Where does the insurance apply?

The insurance applies in Iceland and while travelling abroad for up to 92 days from the date of departure from Iceland.

Art. 23. Index-linking of benefit amounts

a. Death benefits are adjusted in direct proportion to changes in the consumer price index from the date of the accident to the date of death.
b. Disability benefits are adjusted from the date of the accident to the date of settlement, but index-linking does not apply for longer than three years from the date of the accident.
c. Daily allowances are adjusted at any given time from the date of the accident.

Art. 24. Measures following an accident

When a golf accident occurs, the company is entitled to obtain information on the insured's prior medical history. The company pays the cost of necessary medical certificates when obtained at the company's request. Necessary certificates are injury certificates, incapacity certificates, and the treating physician's final certificate. The company's approval is required for obtaining other certificates.

Chapter 5. Hole-in-One

Art. 30. What does the insurance cover?

If the insured achieves a hole-in-one, the maximum amount stated on the insurance certificate is paid. The insurance is intended to reimburse the insured for the cost of treating their playing partners to refreshments after the round.

Payment is made provided the following conditions are met:

a. At least 9 holes have been played with at least one playing partner (witness).
b. The shot must have been the first shot played from the tee towards the hole.

c. The course must be recognised by the Golf Association of Iceland (GSÍ) or a comparable foreign body and must be at least 4,000 metres long (based on 18 holes).
d. The scorecard must be correctly completed and signed, including the name of the course and the date.
e. The hole-in-one was reported to the club management, a course employee, or the Einherji Club.

Art. 31. What does the insurance not cover?

The insurance does not cover a hole-in-one achieved on a par-3 course or other comparable practice course. The same applies to a course that is in winter layout, i.e. with winter tees and/or winter greens.

Art. 32. Where does the insurance apply?

a. The insurance applies in Iceland.
b. While travelling abroad for up to 92 days from the date of departure from Iceland.

Chapter 6. Annual Membership Fee Insurance

Art. 33. What does the insurance cover?

If the insured is unable to play golf during the golf season due to illness or accident, the company refunds the annual membership fee to one golf club on a pro-rata basis. The period of incapacity must last at least 2 months of the golf season, which is defined as five months from May through September, and the annual fee is spread evenly across those five months.

Art. 34. What does the insurance not cover?

The insurance does not cover loss caused by:

a. any illness or disease that existed before the insurance was taken out or when the annual fee was paid.
b. illnesses arising after the 36th week of pregnancy.
c. an accident that occurred before the insurance was taken out or had already occurred when the annual fee was paid.

Art. 35. Settlement of claims

The insured shall submit the following documentation in support of their claim:

a. A medical certificate stating that the insured is unable to play golf due to illness or accident.
b. A receipt for payment of the golf club annual membership fee.

Chapter 7. Rental of Golf Equipment Abroad due to Baggage Delay

Art. 36. What does the insurance cover?

The insurance pays benefits for the rental of golf equipment for each insured person who does not receive their checked-in golf equipment within 8 hours of arrival at their destination due to delay or mishandling. Benefits are paid upon presentation of invoices for equipment rental. Golf equipment within the meaning of this provision refers to clubs and a golf bag. Rental of other equipment is not covered under this insurance.

Art. 37. What does the insurance not cover?

Benefits are not paid for delays when the insured is on their return journey.

Art. 38. Safety regulations

The insured shall plan their travel schedule so that connection times for connecting flights are no shorter than the minimum required by the relevant airline/airport as stated in the booking conditions.

Art. 39. Who is insured?

The insured is the person stated on the certificate. Children and the spouse or cohabiting partner of the policyholder, and/or children of the policyholder's spouse, who are under 18 years of age are also insured even if they have a different registered domicile, when they are travelling abroad in the care of the policyholder and/or their spouse.

Art. 40. Where does the insurance apply?

The insurance applies to delays in the delivery of golf equipment on scheduled or charter flights on trips lasting up to 92 consecutive days from the start of the trip from Iceland. The insurance does not apply to individuals studying or working abroad if the studies or work last longer than 92 days. In that case, the insurance applies only while travelling to and from Iceland.

Art. 41. Notification to airline following a loss

If golf equipment is lost in flight or while in the custody of an airline, the injured party is required to report the loss immediately upon landing to the airline's handling office on a PIR report form.

Chapter 8. Vehicle Hull Insurance

Art. 42. What does the insurance cover?

The insurance covers damage to a vehicle owned by the insured caused by a golf ball struck into the vehicle, provided the ball was struck in a designated area. It is a condition of coverage that the vehicle was legally parked in a designated parking area or being driven on a lawful access road.

Art. 43. Safety regulations

The policyholder shall take care to park their vehicle in such a way that there is no risk of it being struck by a normally played golf ball.

Art. 44. What is insured?

The hull insurance covers vehicles owned by the insured.

Chapter 9. Green Fee Insurance Abroad

Art. 45. What does the insurance cover?

If the insured is unable to play golf abroad due to weather, the company refunds unused green fees on a pro-rata basis. It is a condition of the company's payment obligation that the trip lasts a minimum of 4 days. The maximum benefit for each loss is 10% of the total trip cost.

Art. 46. What does the insurance not cover?

The insurance does not cover loss caused by:

a. closures of golf courses in Iceland.
b. unused green fees due to changes to the trip.
c. partial-day closures due to weather.

Art. 47. Settlement of claims

The insured shall submit the following documentation in support of their claim:

a. A dated confirmation from the golf course stating that it was closed due to weather.
b. A receipt for the green fees paid.

These terms are valid from 01.06.2024