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# GOLFER'S INSURANCE POLICY

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WHEREAS the Insured (not being a professional golfer) by a proposal or by giving information which shall be the basis of the contract and be held as incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the First Premium as consideration for such insurance.

THIS POLICY WITNESSES that the Company agrees subject to the terms exceptions and conditions contained herein or endorsed hereon to indemnify or compensate the Insured as hereinafter provided

## SECTION I - LIABILITY TO THE PUBLIC

The Company will indemnify the Insured against

(A) All sums which the Insured shall become legally liable to pay as compensation in respect of

- (1) Accidental bodily injury to any person
- (2) Accidental damage to property

happening during the Period of Indemnity and caused by the Insured whilst and as a consequence of playing or practising golf on any golf course.

(B) All costs and expenses of litigation recovered by any claimant against the Insured

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Section applies

(C) All costs and expenses of litigation incurred with the written consent of the Company

Provided that the liability of the Company under this Section for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amount specified in selected Plan.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of the Policy so far as they apply.

**Geographical Area:** Worldwide excluding USA & Canada.

## EXCEPTIONS UNDER SECTION I

The indemnity expressed in this Section shall not apply to nor include

- (1) any accident occurring outside the Geographical Area
- (2) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement
- (3) liability in respect of injury to or illness or disease of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness or disease arising out of and in the course of the employment of such person by the Insured or any sums payable by the Insured under legislation relating to occupational injury or illness or disease provided that this Exception shall not apply to a person casually engaged by the Insured solely for his services as a caddie
- (4) liability in respect of loss of or damage to property
  - (a) belonging to the Insured
  - (b) in the charge or under the control of the Insured or any servant or agent of the Insured

## **SECTION II - PERSONAL ACCIDENT**

If during the Period of Indemnity the Insured whilst within the boundary of any golf courses in the Geographical area for the purpose of playing golf or practising golf on any golf course shall sustain bodily injury caused solely by violent accidental external and visible means the Company will pay to the Insured or in the event of his death to his Executors or Administrators the sum or sums of money hereinafter specified in selected Plan provided such injury shall independently of any other cause be the sole cause of

- (1) Death
- (2) Total and permanent loss of all sight in both eyes
- (3) Total loss by physical severance or total and permanent loss of use of both hands or both feet or of one hand and one foot
- (4) Total loss by physical severance or total and permanent loss of use of one hand or one foot together with the total and permanent loss of all sight in one eye
- (5) Total and permanent loss of all sight in one eye
- (6) Total loss by physical severance or total and permanent loss of use of one hand or one foot

*For (1) to (6) - occurring within twelve months of bodily injury as aforesaid*

- (7) Temporary total disablement from engaging or attending to usual employment or occupation

*For (7) - US\$50.00 week for a period not exceeding 104 weeks from the happening of the Event*

This insurance shall not apply to death loss or disablement consequent upon suicide or intentional self-injury or any attempt thereat.

Only one claim can be made under this Section during any one period of insurance. If the Insured shall sustain bodily injury giving the right to compensation under any one of the Results 1 to 6, Compensation shall not be further payable under any of the other remaining Results 1 to 6 of this section. No Compensation shall be payable in respect of bodily injury sustained after the Period of Insurance in which the Insured attains the age of seventy years.

Provided that the liability of the Company under this Section for all compensation payable to any claimant shall not exceed the amount specified in selected Plan.

**Geographical Area:** Worldwide

## **SECTION III - GOLFING EQUIPMENT (INCLUDING CLUBS BAGS AND CADDIE CARS)**

If during the Period of Indemnity golfing equipment (the property of the Insured) be lost or damaged by any accident or misfortune within the boundary of any golf courses in the Geographical area then the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage provided that the liability of the Company under this Section in respect of loss of or damage to any one golf club and in respect of all loss or damage occurring during any one Period of Indemnity shall not exceed the amounts specified in selected Plan.

**Geographical Area:** Vietnam, Japan, Thailand, Malaysia, Singapore, Indonesia, Brunei, Philippines, China, Hongkong, Macau, Taiwan, Cambodia, Myanmar and Laos.

### **EXCEPTIONS UNDER SECTION III**

The indemnity expressed in this Section shall not apply to nor include

- (a) loss or damage arising from wear and tear or gradual deterioration or depreciation
- (b) loss or damage to golf balls in play
- (c) the first \$30 of each claim

#### **SECTION IV - PERSONAL EFFECTS**

The Company will by payment (or at its option by repair reinstatement or replacement) indemnify the Insured against loss or damage (other than by wear and tear or gradual deterioration or depreciation) to personal effects (not being property insured under Section 3) belonging to the Insured (excluding watches jewelry trinkets field and other glasses cameras portable radio sets money securities stamps and motor vehicles and accessories) whilst such effects are within the boundary of any golf courses in the Geographical area provided that the liability of the Company under this Section in respect of all loss or damage occurring during any one Period of Indemnity shall not exceed the amount specified in selected Plan.

**Geographical Area:** Vietnam, Japan, Thailand, Malaysia, Singapore, Indonesia, Brunei, Philippines, China, Hongkong, Macau, Taiwan, Cambodia, Myanmar and Laos.

#### **EXCEPTIONS UNDER SECTION IV**

The indemnity expressed in this Section shall not apply to nor include the first \$30 of each claim.

#### **SECTION V - HOLE IN ONE CELEBRATORY REWARDS**

The Company will pay to the Insured the sum specified in selected Plan as the celebratory rewards if the Insured Person(s) having scored a 'Hole-In-One' or 'Albatross' in any Golf Course within the Geographical Area with a par 35 or more for 9 holes, or par 70 or more for 18 holes, provided that the maximum liability of the Company in respect of anyone incident or anyone period shall be and in no case exceed the amount specified in selected Plan.

**Geographical Area:** Vietnam, Japan, Thailand, Malaysia, Singapore, Indonesia, Brunei, Philippines, China, Hongkong, Macau, Taiwan, Cambodia, Myanmar and Laos.

#### **DEFINITION**

**Golf course** means facility consisting of a circumscribed area of land or water laid out charging fee for playing or practicing golf.

#### **CONDITIONS APPLICABLE TO WHOLE POLICY**

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear
2. The Insured shall give notice in writing to the Head Office or Branch Office of the Company immediately upon receiving notice of or sustaining any accident loss or damage but in any event within one calendar month of the happening In the case of burglary housebreaking larceny or theft the Insured shall give immediate notice to the Police and shall take all practicable steps to cause the discovery and punishment of the guilty person or persons and to trace and recover the property
3. If a claim be made by or on behalf of the Insured which shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefit hereunder shall be forfeited
4. The company may cancel this Policy by sending seven day notice by registered letter to the Insured at his last known address and in such event the Insured shall be come entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance. The Policy may be cancelled at any time by the Insured by giving seven day notice to the Company and provided no claim has arisen during the current Period of Insurance the Insured shall be entitled to a return of premium subject to the Company's short period rates for the period the Policy has been in force
5. This Policy does not cover any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission
6. The indemnity or compensation provided by this Policy shall not apply to nor include any accident loss destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material

7. **War and Terrorism exclusion**

This Policy does not cover : loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism including but not limited to
  - i. the use or threat of force, violence and/or
  - ii harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

8. **Asbestos Exclusion**

This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- (a) asbestos, or
  - (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos
9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder
10. The due observance and fulfilment of the terms conditions and endorsements of this Policy by the Insured or by any claimant under this Policy in so far as they relate to anything to be done or complied with by the Insured or by any claimant under this Policy and the truth of the statements and answers in the said proposal or information shall be conditions precedent to any liability of the Company to make any payment under this Policy

**APPLYING TO SECTION I**

- (A) Every letter claim writ summons and/or process shall be notified or forwarded to the Company immediately on receipt
- (B) The Company may in the case of any accident in connection with which the Insured is entitled to indemnity under Section I of this Policy pay to the Insured the maximum sum payable as compensation hereunder (but deducting there from in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation under clauses (B) and/or ( C) of Section I of this Policy incurred prior to the date of such payment

**APPLYING TO SECTIONS I, III AND IV**

- (C) The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require Any waiver of rights shall be at the expense of the Insured
- (D) The Insured shall take all reasonable steps to safeguard and maintain in efficient condition the property insured hereby and the Company shall have at all times free access to examine such property
- (E) If at the time of any claim arising under this Policy there shall be any other insurance covering the same risk or any part thereof the Company shall not be liable for more than its ratable proportion thereof

**APPLYING TO SECTION II**

- (F) All certificates information and evidence required by the Company shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as the Company shall prescribe The Insured as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury The Company shall in the case of the death of the Insured be entitled to have a post-mortem examination at its own expense

**APPLYING TO SECTION V**

- (G) It is agreed that conditions precedent to any claims under this section are more than three players with at least one caddie and "Certificate from the Golf Club" and a "Copy of the score card" must be submitted to Insurer.
- (H) After claim is paid, original Sum Insured under this Section will be automatically reinstated. The Company shall allow reinstatement under this Section only once during the whole Period of Insurance.

**BENEFIT and PREMIUM TABLE**

<b>Benefit (\$USD)</b>	<b>Plan A</b>	<b>Plan B</b>	<b>Plan C</b>
<b>Section I – Liability to the Public</b>	50,000.00	100,000.00	150,000.00
<b>Section II – Death or Injury</b>	5,000.00	10,000.00	10,000.00
<b>Section III – Loss or Damage to your Golfing Equipment including golf clubs, bags, shoes, caddie cars / buggies</b>	1,000.00	1,500.00	2,500.00
• Maximum per club	200.00	200.00	200.00
<b>Section IV – Loss or Damage to your Personal Effects</b>	200.00	400.00	500.00
<b>Section V – Hole-In-One Award</b>	500.00	1,000.00	1,500.00

**IMPORTANT-The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.**

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