



Golf Insurance (CHINA DRAGON)

[IMPORTANT NOTE: PLEASE READ THIS POLICY CAREFULLY]

PREAMBLE

WHEREAS the Insured, by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to the AIG Insurance Hong Kong Limited (hereinafter referred to as the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance, the Company hereby agrees to provide insurance to the extent of and subject to the terms and conditions contained in or endorsed on this Policy during any Period of Insurance and providing that the liability of the Company shall not exceed the sums insured or other limits expressed in the Schedule.

This Policy, the Proposal Form, Declaration and Schedule shall be read together as the entire contract and unless specifically stated to the contrary any word or expression to which specific meaning has been given shall have such specific meaning wherever it may appear.

SECTION I - THIRD PARTY LEGAL LIABILITY

The Company will indemnify the Insured against all sums which the Insured become legally liable to pay in respect of:-

- a) Accidental bodily injury to any person (other than a person engaged in and/or upon the service of the Insured at the time of sustaining such injury),
- b) Accidental damage to property (other than property belonging to the Insured or held in trust by or in the custody or control of the Insured) caused by the Insured,

whilst playing or practising on any regulated golf course. Provided always that the liability of the Company for compensation payable in respect of any one accident or series of accidents occurring in connection with or arising out of one event shall not exceed the amount specified in the Schedule as the Limit of Indemnity for any one accident. The Company will in addition be responsible for all costs and expenses incurred with its written consent in defending any claim in respect of such injury or damage.

SECTION II - LOSS OF GOLF EQUIPMENT AND PERSONAL EFFECTS

The Company will indemnify the Insured up to the sum insured stated in the schedule in respect of the accidental damage of golf clubs whilst on any regulated golf club premises.

The Company will indemnify the Insured up to the sum insured stated in the schedule in respect of loss or damage to golf bags, trolleys (other than licensed self-propelled caddie cars and golf balls in play) and personal effects (excluding watches, jewelry, trinkets, medals, coins, articles of gold & silver, precious stones, furs, cameras, money, securities or stamps) caused by fire, burglary, robbery, or theft whilst on any regulated golf club premises.

The Company shall have an option to repair, reinstate or replace such broken clubs or pay in cash the amount of the damage.

Provided always that the Company shall not be liable for loss or damage arising from delay or from confiscation or retention by customs or other officials or due to deterioration arising from wear and tear or other gradually operating cause.

SECTION III - HOLE-IN-ONE

The Company will indemnify the Insured for expenses incurred arising from the Insured scoring a 'hole-in-one' provided that: -

- (a) the Company's liability shall in no case exceed HK\$3,000 for one hospitality;
- (b) it is certified by the club house' officials or by caddie of that golf club;
- (c) the hospitality should be held within 30 days that the insured scored the "hole-in-one".

SECTION IV - 24 HOUR PERSONAL ACCIDENT TO THE INSURED

If the Insured shall sustain bodily injury caused by accidental means, on any recognised club premises or, while playing or practising on any regulated golf course, the Company will pay to the Insured the compensation herein specified provided such injury shall solely and independently of any other cause result in:-

Description	Scale of Compensation
Item 1 - Death	100%
Item 2 - Total and irrecoverable loss of all sight in both eyes	100%
Item 3 - Total loss of more or all limbs	100%
Item 4 - Total and irrecoverable loss of all sight in one eye rendering the Insured absolutely blind in that eye beyond remedy	50%
Item 5 - Total loss of one limb	50%
Item 6 - Temporary total disablement which prevents the Insured from engaging in or attending to any business or gainful occupation of any and every kind.	\$400/week

Where compensation is payable under this Section in respect of death or injury of more than one Insured arising out of the same event, the aforesaid limit shall be applicable to the aggregate compensation payable for all such Insureds, which compensation shall be apportioned in equal shares.

EXCEPTIONS TO SECTION IV

The Company shall not be liable under this Section in respect of bodily injury to the Insured if at the time of the accident causing injury the Insured is less than 18 years of age or if at the commencement of any period of insurance in which such accident occurs the Insured was more than 65 years of age.

No compensation shall be payable:-

- a) Under Items 1 to 5 unless the death or loss takes place within three (3) calendar months after the commencement of the injury.
- b) Under Item 6 in respect of any one injury for more than 52 weeks from the commencement of the disablement.
- c) Under Item 6 except with the consent of the Company until the total amount thereof is ascertained and agreed.

The Insured shall not be entitled to compensation for more than one Item in respect of the same injury, and all sums paid under Item 6 shall be deducted from any sum becoming payable under Items 1 to 5 in respect of the same injury, the Company being liable only for the balance. Upon payment of any claim under Items 1 to 5 all further liability of the Company under this Section shall cease.

SECTION V – TRAVEL DELAY

The Company will pay the Insured up to HK\$500 for each full ten (10) hours delay up to the limit stated in the schedule for the event that the departure of a common carrier in which the Insured has arranged to travel is delayed for at least 10 (ten) hours from the departure time specified in the itinerary supplied to the Insured due to strike, hijack, industrial action, inclement weather or mechanical derangement of that common carrier. This Policy will allow for a maximum of four (4) payments for every 10-hour delay per policy year.

The period of delay will be calculated from the original scheduled departure time of the common carrier until the recommendation of the first available alternative transportation offered by the common carrier management.

EXCEPTIONS TO SECTION V

No benefits will be provided for any loss:

- a) Arising from failure of the Insured to check in according to the itinerary supplied to him/her and obtain written confirmation from the common carrier or their handling agents on the number of hours and the reason for such delay.
- b) Arising from the late arrival of the Insured at the airport or port after check-in or booking-in time (except for the late arrival due to strike or industrial action)
- c) Arising from strike or industrial action existing on the date when this Insurance is purchased.



- d) Arising from the Insured if he does not get on-board on the first available alternative transportation offered by the airline.

SECTION VI – JOURNEY CANCELLATION

The Company will pay the Insured up to the sum stated in the schedule for loss of travel fare and/or accommodation expenses paid in advance by the Insured and for which the Insured is legally liable and which are not recoverable from any other source consequent upon the cancellation of the journey as a result of death, serious injury or serious sickness of the Insured or when the insured's principal residence in Hong Kong is seriously damaged from fire, flood, or similar natural disaster (typhoon, earthquakes, etc.) within 3 (three) days prior to departure date.

However, the Company will not pay for any loss that is covered by any other existing insurance scheme, government program, or which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation.

GENERAL EXCEPTIONS

The Company shall not be liable by virtue of this Policy in respect of injury, loss or damage arising:-

- a) outside the Geographical Area
- b) direct or indirect through War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
- c) for Section II, any properties which have been insured under any other policy.
- d) for Section III, V & VI, any indemnities which have been paid under any other policy.

CONDITIONS

1. The Insured shall take all reasonable steps to safeguard property mentioned in Section II from loss and/or damage.
2. The Insured or his legal personal representatives shall give notice in writing to the Company as soon as possible after the occurrence of any accident and/or damage with full particulars thereof. Every letter claim writ summons or process shall be notified or forwarded to the Company immediately upon receipt. Notice shall also be given in writing to the Company as soon as possible. The Insured or his legal personal representatives shall have knowledge of any impending prosecution or inquest in connection with any accident for which they may be liable under this Policy.
3. In the event of a claim arising under Section IV of this Policy the Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured from time to time or in the case of death upon reasonable notice to the Insured's personal representatives to have a post mortem examination of the body.
4. Procedures to apply in case of loss under this Policy
 - a) Upon knowledge of loss, the Insured shall give notice thereof as soon as practicable to the Company.
 - b) In case of loss, or loss by burglary, robbery, theft or larceny, notice also should be given to the local police.The Insured shall file a proof of loss with the Company within thirty (30) days after the discovery of loss, unless such time is extended in writing by the Company. Upon the Company's request, the Insured shall submit (and, so far as is within his or her power, shall cause all other persons interested in the property and household members and employees to submit) to examinations by the Company, sign a sworn statement referring to the loss, and produce for the Company's examination all pertinent records at such reasonable time and places as the Company may designate, and shall co-operate with the Company in all matters pertaining to the loss.
5. If at the time any claim arises under this Policy there is any other existing Insurance covering the same loss, damage or liability the Company shall not be liable except under Section IV of this Policy to pay or contribute more than its rateable proportion of

any loss or damage compensation costs or expense.

6. No admission or promise to offer payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
7. Except as regards claims under Section IV if any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the Statutory provisions on that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the Company.
8. The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by Insured and the truth of the statements and answers in the Proposal shall be the conditions precedent to any liability of the Company to make any payment under this Policy.
9. Jurisdiction Clause
The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong or Macau, nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong or Macau, whether by way of reciprocal agreements or otherwise.
10. Geographical Area
 - (a) Hong Kong and / or Macau;
 - (b) Anywhere in the world in respect of a temporary visit by an Insured, except N. Korea, Vietnam, Laos, Cambodia.
11. Definitions:
 - (a) "Insured" shall mean the Name of Insured specified in the Schedule.
 - (b) "Loss of limb" shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
 - (c) "Temporary" shall mean the period not exceeding 60 (sixty) consecutive days.
 - (d) "Journey" shall mean journey commencing after the date specified in the schedule when the Insured leaves his/her residence or place of regular employment in Hong Kong to commence travel directly to the immigration counter and ceases on the earliest of the following:
 - i) the expiry of the period specified in the schedule
 - ii) the Insured returns directly to his/her permanent place of residence or place of regular employment in Hong Kong
 - (e) "Common Carrier" shall mean any bus, coach, taxi, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules.
 - (f) "Serious Injury or Sickness" when applied to the Insured, is one which requires treatment by a Qualified Medical Practitioner and which results in the Insured being certified



by that practitioner as being unfit to travel or continue with his/her original journey.

- (g) "Qualified Medical Practitioner" shall mean any person legally authorised by the Government with jurisdiction in the geographical area of his/her practice to render medical or surgical service but excluding a Medical Practitioner who is the Insured or Immediate Family Member of the Insured.
- (h) "Immediate Family Member" shall mean the Insured's spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister, grandchildren, legal guardian.

12. Cancellation Provision

This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the premium shall be adjusted on the basis of the Insured paying to the Company, or the Company retaining, as the case may be, the customary short term premium or minimum then due up to the date of cancellation. The date of cancellation shall be the date the Company actually receives the said request in writing. The Company is also entitled to cancel this Policy upon giving to the Insured thirty days notice in writing at his last known address and the premium shall be adjusted on the basis of the Insured paying to the Company, or the Company retaining, as the case may be, the pro-rata premium then due up to the date of cancellation. The date of cancellation shall be the date stipulated in the said notice in writing.

13. Data Recognition Exclusion

- a) The Company will not pay for damage or consequential loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
 - i) correctly recognize any date as its true calendar date;
 - ii) capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; and/or
 - iii) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- b) It is further understood that we will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- c) It is further understood that we will not pay for damage or consequential loss arising from the failure, inadequacy, or malfunction of any device, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by you or for you or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.

Such damage or consequential loss described in (a), (b), or (c) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, lightning, explosion aircraft or impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunamis, freeze or weight of snow.

14. Personal Data (Privacy) Ordinance

The Insured agrees that:

- (a) the personal data collected during the application process or administration of this policy may be used by AIG HK for the purposes stated in its Data Privacy Policy, which

include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation).

- (b) AIG HK may use the Insured's contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the Insured to use such contact details for this purpose).
- (c) AIG HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:
 - i) third parties providing services related to the administration of this policy, including reinsurers (per (a) above);
 - ii) financial institutions for the purpose of processing this policy and obtaining policy payments (per (a) above);
 - iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above);
 - iv) for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;
 - v) another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or
 - vi) other parties referred to in AIG HK's Data Privacy Policy for the purposes stated therein.
- (d) The Insured may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or cs.hk@aig.com. The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at www.aig.com.hk.

15. Sanctions Exclusion

The Company will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

16. Contracts (Rights of Third Parties) Ordinance

Nothing in this Policy is intended to confer a direct enforceable benefit on any party other than the Insured and the Company, whether pursuant to the Contracts (Rights of Third Parties) Ordinance or otherwise. It is hereby noted and agreed, however, that the Company and the Insured named in the Schedule alone have the right to amend this Policy by agreement or (if any such rights exist in the Policy) to cancel or terminate the Policy, without giving notice, or requiring the consent of any other person.

17. Governing Law

The Insurance contract of which this Policy forms part is subject to the laws of Hong Kong Special Administrative Region of the People's Republic of China.

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