



Golf Insurance (HKPTU)

[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 by the Insured for one treat of hospitality arising from the Insured scoring a 'hole-in-one' at any regulated Golf Course with a par of 65 or more provided that: -

- a) the Company's liability shall in no case exceed the sum stated in the schedule
- b) a proper authenticated certificate is issued by the relevant Golf Course
- c) the score card from the relevant Golf Course is submitted
- d) the one treat of hospitality should take place within 30 days upon the Insured scoring 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.

GENERAL EXCEPTIONS

- 1. No indemnity is payable for any Professional golfer under this Policy.
- 2. The Company shall not be liable under this Policy for any injury, loss or damage arising:-
 - a) outside the Geographical Area referred to in this Policy
 - b) directly or indirectly from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - c) as regards Section II, in connection with any properties which have been insured under any other policy.
 - d) as regards Section III, in connection with any indemnities which have been paid or are payable under any other policy.
 - e) from unexplained or mysterious disappearance
 - f) from consequential loss or damage of any kind

CONDITIONS

- 1. The Insured shall take all reasonable steps to safeguard property mentioned in Section II from loss and/or damage.
- 2. Procedures to apply in case of loss under this Policy
 - (a) Notice of Company
Upon knowledge of loss, the Insured shall give notice thereof as soon as practicable to the Company.
 - (b) Report to Golf Club and Police
In the event of loss due to burglary, robbery, theft or



larceny, the Insured shall report to the golf club and the local police as soon as possible.

(c) Proof of Loss

The Insured shall file a Proof of Loss with the Company within thirty 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 examination by the Company, sign a sworn statement referring to the loss, and produce for the Company's examination all pertinent records at such reasonable times and places as the Company may designate, and shall co-operate with the Company in all matters pertaining to the loss.

3. 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.
4. 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.
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 differences arise as to the amount to be paid under this Policy, such differences shall be settled by arbitration under the Arbitration Ordinance and subsequent amendments thereof. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. The place of arbitration shall be in Hong Kong at the Hong Kong International Arbitration Centre.
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. Salvage
The Company may pay for the loss in money or for the cost of repair or replacement of the property and may settle any claim for loss of property either with the Insured or the owner thereof. Any property so paid for or which is replaced shall become the property of the Company. The Insured or the Company, as the case may be, upon recovery of any such property, shall give notice thereof as soon as practicable to the other and the Insured

shall be entitled to the property upon reimbursing the Company for the amount so paid or the cost of replacement. Application of the insurance to property of more than one person shall not operate to increase the limit of the Company's liability for any one occurrence.

10. Burden of Proof

In any action, suit or other proceedings where the Company alleges that by reason of the provisions of any exclusions which may be applicable, any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

11. 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, nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong, whether by way of reciprocal agreements or otherwise.

12. 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.

13. Definitions:

- a) "Insured" shall mean:-
 - i) the Name of Insured specified in the Schedule.
 - ii) the Insured's immediate family members – his spouse, children, parents, brothers or sisters who are residing with the Insured for not less than one calendar year. Provided that their names are also endorsed on this Policy.
- b) "Golf Course" shall mean a golf course or driving range operated by a professional club or organisation and which provides golfing activities in its ordinary course of business.
- c) "Temporary" shall mean the period not exceeding 60 (sixty) consecutive days.
- d) "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.
- e) "One treat of hospitality" shall mean one treat of meal with one bill in a restaurant.
- f) "Professional" shall refer to one's own occupation, business or employment in the relevant context.

14. 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.

15. Misrepresentation and Fraud

Any Policy issued hereunder shall be void if the Insured conceals or misrepresents any material fact or circumstance concerning this Policy or the subject thereof; or in case of any fraud or false swearing by the Insured regarding any matter relating to this Policy or the property insured, whether such be done before or after a loss has occurred.

16. 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.

17. 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, tsunami, freeze or weight of snow.

18. 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.

19. 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.

20. 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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