



GOLF INSURANCE

[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:

- 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),
- 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. The Company is entitled to pay at any time to the **Insured** the Limit of Liability or any lesser amount for which any claim or claims can be settled and upon such payment, the Company shall relinquish conduct and control of and be under no further liability hereunder in connection with such claim or claims except for costs and expenses incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.

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: -

- the Company's liability shall in no case exceed the sum stated in the schedule
- a proper authenticated certificate is issued by the relevant **Golf Course**
- the score card from the relevant **Golf Course** is submitted
- 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 16 years of age or if at the commencement of any period of insurance in which such accident occurs the **Insured** is or more than 66 years of age.

No compensation shall be payable:

- Under Items 1 to 5 unless the death or loss takes place within 3 calendar months after the commencement of the injury.
- Under Item 6 in respect of any one injury for more than 52 weeks from the commencement of the disablement.
- 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;
 - g) from any deliberate act of any person whatsoever;
 - h) from any bodily injury caused by sickness, disease or mental illness or caused by the **Insured** intentionally.

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 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 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 ratable 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 exclusion 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 short-term visit by an **Insured**, except for countries or states subject to sanctions by the European Union, United Kingdom, United States of America, or United Nations.
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) "**Short-term**" shall mean the period not exceeding 60 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 7 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. Premium

Annual premium shall be paid in accordance with the amount stated in the Schedule, endorsement and any memoranda to this Policy at the inception of this Policy and subsequently at the inception of each subsequent Policy Year.

In the event the initial premium charged to the Insured is not paid, this Policy shall be deemed void from the inception date of this Policy as specified in the Schedule. In the event the initial premium charged to the Insured has been paid, the non-payment of any subsequent premium amount due shall render this Policy automatically cancelled as from the due date of such subsequent premium amount.

16. 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.

17. 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 adjusters, 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.

18. 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.

19. 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.

20. 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.

21. 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.

In the event of any discrepancy between the English and Chinese version of this document, the English version shall prevail.

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高爾夫球保障計劃 [重要事項：請細閱本保單]

序言

鑑於受保人已透過一份投保表格及聲明（該投保表格及聲明為本合約的基準，並被視為構成於本保單的一部份內），向美亞保險香港有限公司（以下稱為「本公司」）申請本保單下文所包含之保險，並已支付或同意支付保費作為該保險的代價，本公司茲同意在受保日期內，在本保單所包含或所批註的條文及條款範圍內及在其規限下提供保險，惟本公司之責任不超過保額或保障列表內所述之其他限額。本保單、投保表格、聲明及保障列表應一併作為整份合約閱讀，且除另有明確相反陳述外，任何已賦予特定涵義之詞彙或用語於本保單內具有該等特定涵義。

第一部分 — 第三者公眾法律責任

本公司將就以下方面彌償受保人在法律上須負責支付之所有款項，即受保人於認可高爾夫球場練習或打球時：

- 因意外導致任何人士（於受傷時受僱於受保人之人士除外）身體受傷；
- 因意外導致財物損毀（受保人擁有或受保人以信託形式持有或保管或控制之財物除外）。

惟於任何時候，本公司就某事件而發生或引發之任何一宗意外或連串意外而須支付賠償之責任不應超過保障列表中就任何意外之彌償限額。

此外，經其書面同意，本公司亦將承擔就受傷或損毀之任何索償作出抗辯而產生之所有費用及開支。本公司有權在任何時間向受保人支付賠償限額或其他較少金額，任何索償皆可以此結算。對於該等付款，本公司將放棄處理及控制權，且不再就該等索償承擔進一步責任，惟本公司於該等付款日期之前書面同意就進行該等索償招致的開支除外。

第二部分 — 高爾夫球工具及個人財物之遺失

本公司將就於任何認可高爾夫球球會處所意外損毀之高爾夫球桿彌償受保人，惟以保障列表所示的保額為上限。

本公司將就於任何認可高爾夫球球會處所因火災、爆竊、搶劫或偷竊而遺失或損毀之高爾夫球袋、高爾夫球車（持牌機動式的高爾夫球車及使用中的高爾夫球除外）及個人財物（不包括手錶、珠寶、小飾品、紀念章、硬幣、金銀器、寶石、皮草、攝影機、紙幣、證券或郵票）彌償受保人，惟以保障列表所示的保額為上限。

本公司可選擇修理、重估價值或更換損毀的球桿或以現金賠償損毀金額。

惟於任何時候，本公司毋須負責因延誤、或遭海關或其他政府部門充公或扣留、或因正常磨損或其他日常操作所引致之損耗而造成之遺失或損毀。

第三部分 — 一桿入洞

本公司將彌償受保人於任何認可高爾夫球場（以多於標準桿65桿或以上設計為準）創下「一桿入洞」佳績而產生之一次祝捷費用，惟：

- 在任何情況下本公司之賠償責任不超過保障列表所列之金額；
- 相關高爾夫球場簽發經妥為認證的證明；
- 提交相關高爾夫球場之記分卡；
- 一次祝捷費用保障須於受保人打出「一桿入洞」佳績後30日內消費。

第四部分 — 24 小時受保人人身意外

若受保人於任何認可球會會所內或於任何認可高爾夫球場打球或練習時因意外導致身體受傷，本公司將向受保人支付本保單指定之賠償，惟此等受傷乃單獨由下列原因所導致而與任何其他原因無關：

說明	賠償比例
第 1 項 — 死亡	100%
第 2 項 — 雙眼完全喪失及無法恢復視力	100%
第 3 項 — 完全喪失多條或所有肢體	100%
第 4 項 — 單眼完全喪失及無法恢復視力，令受保人的該眼完全失明且無法恢復視力	50%
第 5 項 — 喪失任何一肢	50%
第 6 項 — 暫時完全殘廢，導致受保人無法從事或參加任何性質之業務或可賺取收入的工作	\$400/週

倘根據本部分規定就同一事件導致多名受保人死亡或受傷進行賠償，上述限額適用於應付予所有該等受保人之賠償總額，賠償款額須按等份分攤。

第四部分的不保事項

若受保人在發生意外受傷時未滿16歲，或受保人在發生意外的受保日期開始之時已滿66歲或以上，本公司毋須承擔本部分所述與身體受傷有關之賠償責任。

毋須作出賠償的情況如下：

- 除非死亡或失明或肢體喪失在受傷之後3個曆月內發生，否則毋須作出第1至5項下的賠償；
- 根據第6項就任何一次受傷導致的殘疾作出賠償不會超過52週；
- 除經本公司同意並核實及商定總金額外，毋須作出第6項下的賠償。

受保人不得就同一傷害獲得多於一項賠償，根據第6項支付之所有款額須扣除根據第1至5項就同一傷害所支付之任何款額，本公司僅負責支付差額部分。根據第1至5項支付任何索償之後，本公司於本部分項下之所有其他責任一律終止。



主要不保項目

- 職業高爾夫球員不在本保單彌償之列。
- 本公司概不就因下列情況所導致之任何受傷、遺失或損毀承擔本保單下之責任：
 - 本保單所界定之地理區域之外；
 - 由戰爭、敵侵、外敵行為、敵對行為（不論有否宣佈戰爭）、內戰、反叛、革命、叛亂、武裝或篡權所直接或間接引致；
 - 就第二部分而言，受任何其他保單保障之任何財物；
 - 就第三部分而言，根據任何其他保單已支付或應支付之任何彌償；
 - 無法解釋或神秘的失蹤；
 - 相繼引起之任何類型之損失或損毀；
 - 任何人士的任何蓄意行為；
 - 任何因病痛、疾病或精神病引起或由受保人故意引起的身體受傷。

條款細則

- 受保人應採取所有必要措施以避免第二部分所述財物發生損失及/或損毀。
- 如發生本保單所列損失，以下程序適用
 - 通知本公司
得知損失後，受保人應盡快通知本公司。
 - 向高爾夫球球會及警方報告
倘因爆竊、搶劫、偷竊或盜竊導致損失，受保人應盡快向高爾夫球球會及當地警方報告。
 - 損害證明文件
受保人須於發現損害之後30日內（除非本公司以書面形式延長提交時間）向本公司提交損害證明文件。受保人須應本公司的要求提交（且在其權力範圍內，促使財物涉及之所有其他人士及家庭成員以及僱員提交）並簽署一份提述該損害的經宣誓陳述，以供本公司查驗，並於本公司可能指定之合理時間及地點，提供所有相關記錄，以供本公司查驗，並就與該損害相關之一切事務配合本公司。
- 受保人或其合法代理人須於任何意外及/或損毀發生之後盡快書面通知本公司，細述詳情。凡收到任何函件、申索書、令狀、傳票或法律程序文件，須即時通知或遞交本公司。通知須以書面形式盡快提交本公司。受保人或其合法代理人應知悉與本保單所承保的任何意外有關之任何即將進行的檢控或研訊。
- 倘根據本保單第四部分提出索償，本公司有權在向受保人發出合理通知之後不時要求受保人作身體檢查，或就死亡而言，在向受保人之合法代理人發出合理通知之後有權要求對屍體進行死因檢驗，費用由本公司承擔。
- 倘在根據本保單提出索償時，有任何其他現有保障計劃承保相同之損失、損毀或責任，則除本保單第四部分之規定外，本公司僅須按其應付比例支付或分擔任何損失或損毀之賠償費用或開支。
- 未經本公司書面同意，受保人或其代表人概不得作出或提供任何給予償付或彌償之認許或承諾，且本公司有權（如有意）接管任何索償並以受保人之名義就任何索償進行抗辯或和解，或以受保人之名義為其自身利益提出彌償、損害或其他索償，並對任何法律程序之開展或任何索償之賠付擁有絕對酌情權，而受保人須提供本公司可能要求之一切相關資訊及協助。
- 除根據第四部分提出之索償外，假如雙方就根據本保單將予支付之賠償額產生任何分歧，應根據《仲裁條例》及其後繼修訂以仲裁方式解決有關分歧。如雙方未能就仲裁人或公斷人之選定達成一致，則交由香港國際仲裁中心時任主席作出選擇。首先尋求仲裁裁決，乃雙方就本保單提起任何法律行動或訴訟之先決條件。仲裁地點為位於香港境內之香港國際仲裁中心。
- 受保人須妥為遵守及履行本保單訂明受保人須作出任何事情或遵守任何事項的條款、條文、條件及批註，並確保在投保表格中所作聲明及回答之真確性，此乃本公司根據本保單承擔任何賠付責任之先決條件。
- 損餘
本公司可用貨幣償付損失或支付維修或更換財物之費用，並可與受保人或財物主人就財物損失辦理任何索償。以上述方式作出償付或更換之任何財物將歸本公司所有。受保人或本公司（視情況而定）於收回任何有關財物後應盡快通知對方，受保人有權在償付本公司所付金額或更換成本後取回財物。本保障適用於多人共有之財物，但概不因此增加本公司就一次財物損失所承擔之彌償限額。
- 舉證責任
如在任何法律行動、訴訟或其他法律程序中，本公司根據可能適用之任何不保事項條文聲稱任何損失、毀壞或損害不在本保單承保範圍之列，則受保人須自行舉證證明該損失、毀壞或損害在受保範圍之列。
- 司法管轄權條款
本保單規定之彌償責任概不適用於並非首先由香港境內具有司法管轄權的法院作出或提供的判決，或向該等法院尋求強制執行在香港境外作出之判決的法庭命令（不論藉由互惠協議或其他方式）。
- 地理區域
 - 香港及/或澳門；
 - 受保人短暫到訪的世界任何地方（歐洲聯盟、英國、美國、或聯合國所制裁之國家或州除外）。
- 定義：
 - 「受保人」指：
 - 受保人姓名列於保障列表內之受保人士。
 - 受保人之直系親屬——其配偶、子女、父母、兄弟姊妹，該等人士須與受保人共同居住至少一個曆年，且本保單上亦列有其姓名。
 - 「高爾夫球場」指由專業球會或機構營運並在日常業務過程中提供高爾夫球活動之高爾夫球場或練習場。
 - 「短暫」指不超過連續60日。
 - 「喪失肢體」指手腕或足踝以上之部位完全分離。
 - 「一次祝捷」指在一間餐廳舉辦的一次餐飲慶祝活動，以一張賬單結算。
 - 「專業」指某人士自身在相關領域之職業、業務或工作。
- 取消條文
受保人可向本公司提出書面要求隨時取消本保單，保費將基於受保人支付予本公司或本公司扣留的金額（視情況而定）作出調整，就截至取消之日止期間，按償常短期保費或最低保費收取。取消日期為本公司實際收到上述書面要求之日。
本公司亦有權透過向受保人最後為人所知的地址發出7日的書面通知取消本保單，保費將基於受保人支付予本公司或本公司扣留的金額（視情況而定）作出調整，就截至取消之日止期間按比例收取。取消日期為前述書面通知上訂明的日期。
- 保費
年度保費須於本保單開始生效及其後於各保單年度開始時根據本保單的保障列表、批註及任何摘要所述的金額支付。受保人如未能支付首期保費，本保單將由保障列表所訂明的本保單生效日期起作廢。受保人如已支付首期保費，但未能續繳任何其後應付保費，本保單將由後期保費到期日起自動取消。
- 失實陳述及欺詐
若受保人隱瞞與本保單或其主旨事項有關之任何重大事實或情況或就此作出失實陳述，或受保人就與本保單有關之任何事宜或受保財物作出欺詐性或虛假宣誓，不論在損失發生之前或之後，據此簽發之任何保單均告失效。
- 《個人資料（私隱）條例》受保人謹此同意：
 - 美亞保險可按列於其私隱政策之用途使用於處理此保單申請或管理此保單所收集之個人資料，其用途包括核保及管理已申請的保單（包括獲取再保險、核保續保之保單、資料配對、處理索賠、調查、付

- 款及行使代位權)。
- (b) 美亞保險可使用受保人的聯絡資料(姓名、地址、電話號碼及電郵地址)聯絡受保人有關其他由AIG集團提供之保險產品(如美亞保險已獲受保人同意可如此使用其聯絡資料)。
- (c) 美亞保險亦可向以下類別的人士(不論在香港或海外)轉交該些個人資料,作上述列明之用途:
- 提供有關本保單管理服務的第三者(包括再保險公司)(如上(a)項所述);
 - 財務機構,作處理本保單及收取保費(如上(a)項所述);
 - 公證人、調查員、第三者管理人、緊急支援服務提供者、法律服務提供者、零售商、醫療提供者、及交通工具機構,以處理索償事宜(如上(a)項所述);
 - AIG集團授權的市場推廣公司,以作直銷之用(如上(b)項所述);
 - 其他在任何國家之AIG集團之成員公司,作上述(a)及(b)項所有列明之用途;或
 - 其他於美亞保險私隱政策所列明的人士,作於私隱政策列明之用途。
- (d) 受保人可隨時致函到美亞保險香港有限公司之私隱事務主任(地址:香港郵政總局信箱456號或電郵: cs.hk@aig.com)查閱、或要求修改其個人資料(美亞保險可就查閱及修改要求收取合理費用),或更改有關其個人資料被使用作直銷用途的選擇。如對美亞保險提供的服務有任何意見,可按上述地址聯絡美亞保險。美亞保險私隱政策的全文載於www.aig.com.hk。

18. 資料識別除外責任

- (a) 本公司概不償付因以下原因導致任何電腦、數據處理設備或媒體微型晶片、操作系統、微型處理器(電腦晶片)、集成電路或類似裝置或任何電腦軟件發生故障,從而直接或間接引起、包含或產生的任何損毀及相應損失,而不論有關財物是否屬於受保人,亦不論是否於2000年或前後發生:
- 無法正確地確認任何日期為其真確曆日;
 - 因處理除其真實曆日外的任何日期導致無法記錄、儲存或保留及/或正確地操作、詮釋或處理任何數據、資料、指令或指示;及/或
 - 因操作已編入任何電腦軟件之任何指令,而該指令導致損失數據或無法記錄、儲存、保留或正確地處理任何日期或之後的有關數據,以致無法記錄、儲存、保留及/或正確地處理任何數據。
- (b) 雙方進一步知悉,本公司不會出資維修或改進電子數據處理系統或其相關設備之任何部分,以矯正邏輯或運行缺陷或功能。
- (c) 雙方進一步知悉,本公司概不負責償付因下述情況所導致之損毀或相應損失:任何裝置之故障、不足或失靈,由閣下或其他人士或為閣下或其他人士進行之諮詢、設計評估、檢測安裝、保養、維修或監管,以確定、矯正或測試上述(a)項所列之任何潛在或實際故障、失靈或不足。

不論任何其他原因有否同時或在其他時間出現,上述(a)、(b)或(c)項所列之損毀或相應損失均不在保障範圍之內。本批註並不排除本身由指定風險所導致之相應損毀或損失(並未另行排除在承保範圍之外)。指定風險指:火災、雷電、爆炸、飛機或衝擊、空中墜物、風暴、冰雹、龍捲風、颶風、氣旋、暴動、罷工、民亂、蓄意破壞、地震、火山爆發、海嘯、冰凍或積雪。

19. 制裁除外責任

倘本公司根據本保單提供任何保障或作出任何付款會違反任何制裁法例或規例,以致本公司、其母公司或其最終控股實體根據任何制裁法例或規例受到任何罰款,則本公司概無責任提供該等保障或作出該等付款。

20. 《合約(第三者權利)條例》

除受保人及本公司以外,此保單未有賦予任何其他人士享有按《合約(第三者權利)條例》或以其他方式直接強制

執行此保單條款之權益。惟特此說明及同意,只有本公司及於保障列表上列明之受保人方可享有在毋須給予其他人士通知或毋須獲其他人士同意之情況下,可藉協議修改本保單或取消或終止本保單(如本保單載有此權利)之權利。

21. 管轄法律

本保單所屬的保險合約受中華人民共和國香港特別行政區法例之約束。

此中文譯本只供參考之用,如中英文版本的條款有任何分歧,以英文版本為準。

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