



**GENERAL AGENT**

**AIA INTERNATIONAL LIMITED**

AIA Tower, 183 Electric Road, North Point, Hong Kong

Tel: 3108-1928 Fax: 3118-9034

## **“Executive Golfer”**

**PREAMBLE**

WHEREAS the Insured, by an application form which shall be the basis of this Policy and is deemed to be incorporated herein, has applied to the AIA COMPANY 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 Policy Schedule. This Policy shall constitute the entire contract between the Company and the Insured, 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 shall indemnify the Insured up to the Limit of Indemnity stated in the Policy Schedule against all sums which the Insured shall become legally liable to pay in respect of :

- a) accidental bodily injury to any person (other than any family member of the Insured or any person engaged in and/or upon the service of the Insured at the time of sustaining such injury), and
- b) accidental physical 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 practicing on any recognized golf course or driving range.

Provided always that

- i) a deductible of HK\$500 is to be applied in respect of each and every claim for third party property damage;
- ii) 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 Policy Schedule as the Limit of Indemnity for Third Party Legal Liability; and
- iii) the aggregate of any indemnity payment(s) made hereunder for Third Party Legal Liability shall not exceed the amount specified in the Policy Schedule as the Limit of Indemnity for Third Party Legal Liability.

The Company shall 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 shall indemnify the Insured up to the sum insured stated in the Policy Schedule in respect of :

- a) loss of or damage to golf clubs, bags and trolleys (other than licensed self-propelled caddie cars and golf balls in play), and personal effects (excluding jewellery, trinkets, medals, coins, articles of gold & silver, precious stone, furs, money, securities or stamps, telecommunication equipment or devices, note-book computers, lap-top computers) caused by fire, burglary, robbery or theft whilst on any Golf Premises.
- b) accidental damage of golf clubs occurring during the course of actual play or practice on any recognized golf course or driving range.

The Company may at its option repair, reinstate or replace such broken clubs or pay the amount of the damage in cash.

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 wear and tear or gradual deterioration or depreciation.

### **SECTION III – 24 HOUR PERSONAL ACCIDENT TO THE INSURED**

If the Insured shall sustain bodily injury caused by accidental violent external and visible means, on any recognized golf clubhouse or, while playing or practicing on any recognized golf course or driving range, the Company shall pay to the Insured or to his legal personal representative the compensation herein specified, up to the sum insured stated in the Policy Schedule, provided such injury shall be solely and independently of any other cause resulting in :

<u>Description</u>	<u>Scale of Compensation</u>
Item 1 - Death	100%
Item 2 - Total and irrecoverable loss of all sight in both eyes	100%
Item 3 - Total loss by physical severance of both hands or both feet, or of one hand and one foot	100%
Item 4 - Total and irrecoverable loss of all sight in one eye rendering the Insured absolutely blind in that eye and beyond remedy	50%
Item 5 - Total loss by physical severance of one hand or one foot	50%
Item 6 - Total Disablement from engaging in or giving attention to the Insured's precedent profession or occupation	HK\$400 / week

For the Insured who is not less than three (3) years of age and below eighteen (18) years of age, the sum insured under this Section shall be limited to 10% of the amount stated in the Policy Schedule.

#### **EXCEPTIONS TO SECTION III**

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 or if at the commencement of any Period of Insurance in which such accident occurs the Insured is more than 65 (sixty-five) 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 date 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;
- d) the Insured who is not less than three (3) years of age and below eighteen (18) years of age is excluded under Item 6;
- e) in respect of any event consequent upon suicide (whether felonious or not) or attempt thereat, nor in respect of any event happening to the Insured whilst insane or under the influence of intoxicating liquor or drugs. In the event of any claim hereunder the Insured shall prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

The Insured shall not be entitled to compensate 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 for the claimant under this Section shall cease.

#### **SECTION IV – HOLE-IN-ONE**

During any Period of Insurance, if the Insured achieves a hole-in-one at any recognized golf course with a par of 65 or more, the Company shall indemnify the Insured for One Treat of Hospitality expenses in the clubhouse of the Golf Premises within seven (7) days upon such achievement, up to the maximum amount specified in the Policy Schedule as the Limit of Indemnity for Hole-in-One coverage. The Insured shall supply to the Company a properly authenticated certificate issued by the management of Golf Premises where the game was being played and the proof of the hospitality expenses.

#### **SECTION V – No Claim Discount**

On a policy anniversary, if no claim has been made for an immediate previous in-force policy period preceding the Period of Insurance as shown below and provided that the Policy has been in full force throughout, the Insured shall enjoy the following discount on the premium in the next renewal year as follows:-

Period of Insurance	Premium Discount (non-cumulative)
First renewal year	5%
Second renewal year or subsequent consecutive renewal years	10%

If a claim has been made within 12 months of in-force policy period by any Insured person (including dependants) under this Policy during a Period of Insurance, the No Claim Discount for all Insured persons shall be forfeited for the next renewal year premium.

In the event of any claim relating to an immediate previous in-force policy period is subsequently submitted and accepted, and a No Claim Discount has been given, the Company reserves the right to recover the additional premium due for the policy year for which the No Claim Discount has been given.

The Company reserves the right to adjust or cancel the No Claim Discount.

#### **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 IV, in connection with any indemnities which have been paid or are payable under any other policy;
  - e) from unexplained or mysterious disappearance; or
  - f) from consequential loss or damage of any kind.
3. Any loss or destruction of or damage to any property whatsoever or any legal liability of whatsoever nature caused by or arising from or in consequence of or contributed to by:
  - a) 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 Exception combustion shall include any self-sustaining process of nuclear fission.
  - b) nuclear weapons materials.

#### **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 the management of Golf Premises and Police  
In the event of loss due to burglary, robbery, theft or larceny, the Insured shall report to the management of Golf Premises 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 representative(s) shall give notice in writing to the Company as soon as possible after the occurrence of any accident, injury, loss 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 representative(s) shall notify the Company immediately of any 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 III 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 representative(s) 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 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. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence 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. The Insured shall give all such information and assistance as the Company may require. In connection with any one claim or number of claims arising out of any one cause for indemnity against Third Party Legal Liability under this Policy, the Company may at any time pay to the Insured the Limit of Liability after deduction of any sum or sums already paid as compensation, or any lesser amount for which such claim or claims may be settled and, upon such payment being made, the Company shall relinquish the conduct and control of, and be under no further liability in respect of, legal proceedings in connection with such claim or claims (except payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment).
7. All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. 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.
8. The due observance and fulfillment 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 the Insured, and the truth of the statements and answers in the application for this Policy, 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 judgments 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 judgments made outside of Hong Kong, whether by way of reciprocal agreement or otherwise.
12. **Geographical Area**
  - a) Hong Kong and/or Macau;
  - b) Anywhere in the world in respect of a Temporary visit by the Insured, except North Korea, Vietnam, Laos, Cambodia.
13. **Definitions**
  - a) **"Company"** refers to AIA Company Limited.
  - b) **"Golf Premises"** shall mean a golf course, driving range or golf clubhouse operated by a recognized professional club or organization and which provides golfing activities in its ordinary course of business.
  - c) **"Insured"** means
    - i) the person shown as the Insured in the Policy Schedule;
    - ii) (for family plan) the Insured's spouse named in the Policy Schedule
    - iii) (for family plan) any unmarried child of the named Insured in the Policy Schedule dependent upon the named Insured for maintenance and support who, while this Policy is in force, is not less than three (3) years of age and below eighteen (18) years of age. An unmarried child shall include any legally adopted child or any stepchild of the named Insured in the Policy Schedule.
  - d) **"Limit of Indemnity"** means the maximum indemnity payable during the Period of Insurance, and is shown under "Schedule of Coverage and Premium" in the Policy Schedule.
  - e) **"One Treat of Hospitality"** means one treat of meal with one bill in a restaurant.
  - f) **"Period of Insurance"** means the period specified in the Policy Schedule.
  - g) **"Policy"** consists of:
    - i) this policy (including policy schedules);
    - ii) the application for this policy, including the application form and any subsequent amendments, declarations and statements duly made by the Insured; and
    - iii) the endorsement(s) to this Policy (if any).
  - h) **"Professional"** shall refer to one's own occupation, business or employment in the relevant context.
  - i) **"Temporary"** shall mean the period not exceeding 60 (sixty) consecutive days.

j) **“Total Disablement”** means permanent physical disability suffered by the Insured arising from accidental bodily injury.

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 and subject to a minimum retaining premium HK\$400. The date of cancellation shall be the date stipulated in the said notice in writing.

15. Renewability

This Policy may be renewed with the consent of the Company from term to term by payment of premium in advance at the Company's premium rate in force at the time of renewals. However, the Company may reserve its right to decline the renewal, amend premium rates, benefits, terms and conditions of the Policy at the end of any Period of Insurance.

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 its subject matter; or in case of any fraud or false swearing by the Insured regarding any matter relating to this Policy or its subject matter, whether such be done before or after a loss has occurred.

17. Personal Data (Privacy) Ordinance

As a condition precedent to liability of this Company, the Insured has agreed that any personal information collected or held by the Company (whether contained in the application of this Policy or otherwise obtained) is provided and may be held, used and disclosed by the Company to individuals / organizations associated with the Company or any selected third party (within or outside of Hong Kong) for the purposes of processing this Policy and providing subsequent services for this and other financial products and services, direct marketing, and data matching, and to communicate with the Insured for such purposes. The Company may be unable to provide services to this Policy if the Insured fail to provide any information requested.

18. Sanctioned Countries Exclusion

It is understood and agreed that the Company shall not be liable to make any payments for liability under any coverage sections of this Policy, or make any payments under any extension thereof, for any loss or claim arising in, or where the Insured or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the Company, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction, which have the effect of prohibiting the Company to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the Policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Company, its parent company or its ultimate controlling entity.

19. Governing Law

This Policy is subject to the laws of Hong Kong Special Administrative Region of the People's Republic of China.

SPECIMEN  
For Internal Use Only