

# GolferCare Insurance Policy



WHEREAS The Insured, by a proposal or by giving information which shall all be or become the basis of the contract and be held as incorporated herein has applied to FWD General Insurance Company Limited (hereinafter called “the Company”) for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration of such insurance.

The Company agrees to provide insurance to the extent of and subject to the terms, conditions and provisions hereby contained in or endorsed on this Policy during any applicable Period of Insurance. This Policy and Schedule shall be read together as one contract and unless specially stated to the contrary any word or expression to which a specific meaning has been given shall have such meaning wherever it may appear.

## **IMPORTANT NOTICE**

1. Please examine this Policy carefully. For enquiry, please contact the Company or your Insurance Broker/Agent immediately.
2. Pursuant to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$500 if the Policy is terminated at the request of the Insured.

## **請注意**

1. 請貴保戶詳細查閱此保單之內容，如有任何查詢，請從速與本公司或閣下之保險經紀/代理人聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣五百元正保費。

## 1. GENERAL DEFINITIONS

Any word or expression to which a specific meaning has been attached shall bear the same meaning whenever it appears. These are given below or defined at the beginning of the appropriate Section.

- |                                         |                                                                                                                                                                                  |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.1 Accident/Accidental</b>          | A sudden unforeseen unanticipated and fortuitous event.                                                                                                                          |
| <b>1.2 Company</b>                      | FWD General Insurance Company Limited                                                                                                                                            |
| <b>1.3 Golf Course or Driving Range</b> | A recognised Golf Course or Driving Range operated by a club or an organisation which is registered at any local government as providing the golf or golf practising activities. |
| <b>1.4 Golfing Equipment</b>            | Golf clubs, bags, balls, caddie cars and umbrellas.                                                                                                                              |
| <b>1.5 Hong Kong</b>                    | Hong Kong Special Administrative Region                                                                                                                                          |
| <b>1.6 Injury</b>                       | Bodily injury resulting solely exclusively, directly and independently of all other causes from an Accident caused by external violent and visible means.                        |
| <b>1.7 Insured</b>                      | The person (not being a professional golfer) named as the Insured in the Schedule.                                                                                               |
| <b>1.8 Period of Insurance</b>          | The period stated in the Schedule.                                                                                                                                               |
| <b>1.9 Schedule</b>                     | The document, attaching to and forming part of the Policy, which describes the Insured, Cover, Limits and any other relevant specified details.                                  |
| <b>1.10 Territorial Limits</b>          | a) Hong Kong<br>b) Elsewhere in the world in respect of a temporary visit of not exceeding 90 consecutive days each visit.                                                       |

## 2. SECTION 1 – PERSONAL LIABILITY

### 2.1 Cover

The Company will subject to the Limits of Liability the Jurisdiction Clause and other terms, conditions and provisions herein contained or incorporated indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages consequent upon

- a) accidental bodily injury to any person whether fatal or not or
- b) accidental loss of or damage to property

occurring during the Period of Insurance and caused by the Insured in the course of his playing or practising golf on any Golf Course or Driving Range within the Territorial Limits.

In respect of a claim for damages to which the indemnity expressed in this Section applies, again subject to the Limits of Liability, the Jurisdiction Clause and other terms, conditions and provisions herein contained or incorporated, the Company will also pay,

- i) all reasonable costs and expenses recovered by any claimant from the Insured in any litigation reasonably conducted by the Insured in respect of such claim covered by this Policy, and
- ii) all reasonable costs and expenses incurred with the written consent of the Company.

The liability of the Company under this Section for all damages, costs and expenses payable in respect of any one occurrence or number of occurrences arising directly or indirectly from one source or original cause shall not exceed the sum stated in the Limits of Liability applicable to Section 1 specified in the Schedule.

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 legal personal representatives in the terms of and subject to the limitations of this Policy provided that such representatives shall as though they were the Insured observe fulfill comply with and be subject to the terms conditions provisions and exceptions of this Policy.

## 2.2 Exceptions to Section 1

The Company will not indemnify the Insured in respect of liability consequent upon, resulting from or as a result of

- a) death of or bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such injury engaged in and upon the service of the Insured.
- b) loss of or damage to property belonging to or in the charge of or under the control or possession of the Insured or any member of the Insured's family or household or in the charge of or under the control or possession of any person in the service of the Insured by virtue of such service.
- c) willful, malicious, unlawful, intentional or deliberate acts of the Insured or the Insured's family or household
- d) the ownership, use or possession, control of any mechanically propelled vehicle.
- e) the ownership, use or possession, control of any animal other than domestic dog or cat.
- f) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
- g) any service rendered by the Insured in a professional capacity, whether or not any fee is charged
- h) any commodities or goods, whether belonging to the Insured, used by the Insured at the material times of the accident being defective / not of good or sound construction or of any faulty design or workmanship or becoming defective or having fault through lack of repairs and maintenance.

## 2.3 Jurisdiction Clause

The indemnity provided by this Policy shall not apply to judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders in any Court for the enforcement of judgment made outside Hong Kong whether by way of reciprocal agreement or otherwise nor to any playing or practising of golf outside the Territorial Limits.

## 3. SECTION 2 – PERSONAL ACCIDENT

### 3.1 Definitions

1. "Loss of Sight" means total, irrecoverable and irremediable loss of all sight of an eye
2. "Loss of Limb" means the loss by physical severance or total and permanent loss of use and function of a hand at or above the wrist or of a foot at or above the ankle, as the case may be.

### 3.2 Cover

If the Insured sustained Accidental Injury at any Golf Course or Driving Range within the Territorial Limits, the Company will pay to the Insured (or his legal personal representatives) the following sums :-

	% of the Limits of Liability stated in the Schedule
1. Death	100%
2. Loss of Limb	100%
3. Loss of Sight in one or both eyes	100%

Provided that the total sum payable under this Section in respect of all injuries sustained during any one Period of Insurance shall not exceed 100% of the sum stated in the Limits of Liability.

### 3.3 Exceptions to Section 2

No compensation shall be payable for death or Injury consequent upon or occasioned

- a) suicide or intentional self-injury;
- b) any cause relating, partially or in whole, to the Insured being pregnant or childbirth or any pre-existing physical or mental defect or infirmity of the Insured;
- c) the Insured being affected (temporarily or otherwise) by alcohol or drug or otherwise under the influence of.

## 4. SECTION 3 – GOLFING EQUIPMENT

### 4.1 Cover

The Company will indemnify the Insured against loss of or damage to Golfing Equipment caused by an Accident whilst in transit to or from or whilst at any Golf Course or Driving Range within the Territorial Limits.

The liability of the Company under this Section shall not exceed the sum stated in the Limits of Liability specified in the Schedule in respect of any one claim and any one Period of Insurance.

#### **4.2 Exceptions to Section 3**

The Company shall not be liable in respect of

- a) loss or damage caused by or resulting from wear and tear, deterioration, any process of cleaning or repairing.
- b) theft from any unattended vehicle unless all windows are securely closed and all doors and boot are locked.
- c) misuse, faulty design or workmanship or any construction which is defective or unsound in any respect.
- d) any loss or disappearance which in the sole and conclusive opinion of the Company is unexplained or mysterious.
- e) loss of or damage to golf ball unless contained in the golf bag at the time of loss.
- f) consequential loss or damage of any kind of any description howsoever arising (including loss of profit, if any, as a result or arising out of or otherwise in connection with such loss of or damage to any Golfing Equipment).
- g) any loss or damage caused by any malicious or intentional damage or any confiscation or detention by any government or governmental authority or authority having like powers and rights.

#### **4.3 Pair & Set Clause**

Where any insured item consists of articles in a pair or set, the Company shall not pay more than the value of any particular part or parts which may be lost, which will be assessed individually or singly and as an individual or single part or parts as if the same was /were purchased or bought by the Insured as a single item and did not belong to any pair or set and without reference to any special value such articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair and set.

### **5. SECTION 4 – PERSONAL EFFECTS**

#### **5.1 Cover**

The Company will indemnify the Insured against loss of or damage to the personal effects other than Golfing Equipment of the Insured by fire burglary housebreaking or theft or any attempt thereat while such property is contained in any Golf Course or Driving Range within the Territorial Limits.

The liability of Company under this Section shall not exceed the sum stated in the Limits of Liability specified in the Schedule in respect of any one claim and any one Period of Insurance.

#### **5.2 Exceptions to Section 4**

The Company shall not be liable in respect of loss of or damage to :

- a) watches, jewellery, articles of gold silver or other precious metals, cameras and binoculars, mobile/portable phone, furs, trinkets, medals, coins, cash, cheques, travel tickets, cards, credit cards, stamps documents or securities of any kind.
- b) any item separately insured in any other policy.
- c) any item which is the subject matter of any theft burglary or housebreaking or any attempt thereat of any kind unless proper and adequate precautions have been taken by the Insured for closing and locking all windows, doors as well as lockers, if any, involved.
- d) any item which is the subject matter of any consequential loss or damage of any kind of any description howsoever arising.
- e) Any item as a result, arising out of or otherwise in connection with any fire caused by any misuse faculty design or workmanship or any construction of any personal effect in question which is defective or unsound in any respect.

### **6. SECTION 5 – HOLE IN ONE**

#### **Cover**

The Company will pay the Insured up to the sum stated in the Limits of Liability specified in the Schedule as the cost of hospitality in a golf club resulting from the Insured achieving a Hole-In-One whilst playing in a competition or friendly game at any Golf Course or Driving Range within the Territorial Limits. The Insured shall supply to the

Company a properly authenticated certificate issued by the Golf Course or Driving Range supporting or evidencing such achievement during the Period of Insurance.

## **7. SECTION 6 – CURTAILMENT OF GOLF TOURNAMENT**

### **7.1 Definition**

1. “Golf Tournament” means golf competition for medal or cash prize, offered to the public or a section of the public, among a number of players organised by a golf club or other organizations.
2. “Immediate Family Member” means the Insured’s spouse, children and parents and parents-in-law residing in Hong Kong.
3. “Serious Bodily Injury or Sickness” shall mean, when applied to the Insured, is one which requires immediate treatment by a physician and which results in the Insured being certified by that physician as being dangerous to life and requiring immediate medical treatment and unfit to travel or continue with his/her original journey. When applied to Immediate Family Member, it shall mean injury or sickness certified as being dangerous to life and requiring immediate medical treatment by physician and which actually results in the Insured’s discontinuation of the journey.

### **7.2 Cover**

The Company will indemnify the Insured up to the sum stated in the Limits of Liability specified in the Schedule against additional public transportation expenses (based on economy class fare for any transportation media available to the general public) and proportional return of the irrecoverable prepaid cost of the planned journey for Golf Tournament outside Hong Kong as shown on the booking invoice, calculated on a pro rata basis for each complete day of the journey lost after the commencement of the journey in the case that the Insured must return directly to Hong Kong as a result of death or Serious Bodily Injury or Sickness of the Insured or the Insured’s Immediate Family Member.

### **7.3 Exceptions to Section 6**

This insurance does not apply if the medical or physical conditions affecting the Insured or the Insured’s Immediate Family Member is known or can with reasonable diligence be known to exist before the commencement of the journey.

## **8. GENERAL EXCEPTIONS (APPLICABLE TO ALL SECTIONS)**

8.1 This policy does not cover loss or damage to any property or death or bodily injury or expenses or any consequential loss or liability directly or indirectly caused by or contributed to by or arising from :-

1. (i) 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  
(ii) any act of terrorism.

For the purpose of this Exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

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

2. (i) biological or chemical contamination  
(ii) missiles, bombs, grenades, explosives  
due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of i)"contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the Insured.

3. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
  - ii) nuclear weapons material.
4. any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

## **8.2 Cyber Risks Exclusion**

Property damage covered under this policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this policy :

- (i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

## **8.3 Radioactive Exclusion Clause**

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## **8.4 Sanction Exclusion**

Notwithstanding anything to the contrary in the Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

## **9. GENERAL CONDITIONS**

- 9.1 The due observance and fulfillment of the Terms Conditions and Provisions of this Policy in so far as they relate to anything to be done or observed or complied with by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

- 9.2 The Insured shall
- (i) take all reasonable precautions to prevent accidents, avoid injury to others or loss or damage to the property of others;
  - (ii) take all reasonable precautions for the safety of the property insured under this Policy generally, whether the same belongs to the Insured or others and;
  - (iii) comply with and observe all statutory obligations and regulations imposed by any authority or applicable law;
- whether in Hong Kong or elsewhere.
- 9.3 Unless specifically extended by the Company, cover under this Policy shall cease at the end of the Period of Insurance during which the Insured attains 76 years old.
- 9.4 No person under the age of 12 months (at the commencement date of the Period of Insurance) shall be insured under this policy unless specifically stated in the Policy Schedule.
- 9.5 In the case of any event happening or arising which may give rise to a claim under this Policy the Insured or the his legal personal representatives
- a) shall give immediate notice thereof in writing to the Company.
  - b) shall at your own expenses supply the Company with full particulars including those particulars as may be required by the Company at any time and from time to time in writing as soon as possible and not later than thirty (30) days after the occurrence and, in case of further requests being made, not later than fourteen (14) days upon any specific request by the Company thereafter.
  - c) if a claim may arise under Section 1 shall notify or forward to the Company every letter claim writ summons or process immediately on receipt and no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company.
  - d) in the case of claim under Section 2 shall without expense to the Company furnish to the Company all such certificates information and evidence in such form and of such nature as the Company may reasonably require at any time and from time to time for the purpose of ascertaining its liability and the Insured shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Company expense at any time and as often as the Company reasonably require.
  - e) In the case of loss of property under Section 3 or 4 shall report the case to the police or local authority immediately and in any event not later than 24 hours upon its discovery.
  - f) shall give the Company all such information and assistance as the Company may reasonably at any time and from time to time require.
- 9.6 The Company shall be entitled
- a) to take over and conduct in the name of the Insured the defence or settlement of any claim against the Insured, without prejudice to any right of the Company at common law or accrued independent of the express terms, conditions and provisions of this Policy, and/or any claim by the Insured for indemnity or contribution or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
  - b) to pay at any time to the Insured in respect of any one claim or number of claim against the Insured arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the sum stated in the Limits of Liability applicable to Section 1 after deduction of any sum or sums already paid as compensation or any lesser amount for which such claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under Section 1 in connection with such claim or claims except for costs and expenses of litigation reasonably conducted by the Insured and recoverable or incurred in respect of the conduct of such claim or claims before the date of such payment.
- 9.7 If at the time of any event happening giving rise to any liability expenses loss or damage for which indemnity is provided under Section 1, 3, 4, 5 & 6 there shall be any other insurance against such liability expense loss or damage or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
- 9.8 All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. 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 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.

- 9.9 The Company may cancel this Policy at any time during the Period of Insurance by sending at least 7 days prior notice by way of Notice of Cancellation to the Insured at his/her last known address. The Insured will be entitled to a pro-rata refund of the premium corresponding to the unexpired portion of the Period of Insurance.

The Insured may cancel this Policy by sending written notice to the Company. Provided no claim has been made during the current Period of Insurance, the Insured shall be entitled to a return of premium less the premium calculated at the Company's short period rates as per table specified below for the period the Policy has been in force subject to a minimum premium of HK\$500 to be retained by the Company.

<u>Period of Insurance already covered</u>	<u>Refund Premium</u>
Not Exceeding 1 month	90% of premium paid
2 months	80% of premium paid
3 months	70% of premium paid
4 months	60% of premium paid
5 months	50% of premium paid
6 months	40% of premium paid
7 months	30% of premium paid
8 months	20% of premium paid
9 months	10% of premium paid
Over 9 months	No refund

- 9.10 This Policy is subject to the exclusive jurisdiction of Hong Kong and to be construed according to the laws of Hong Kong.
- 9.11 The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and only parties who may enforce the terms of the Policy are the Company and the Insured (or their authorized representatives).
- 9.12 The Company will send the Insured a renewal notice with the renewal terms (the terms may be different from this Policy) if the Company desire to renew this Policy. Subject to the Insured Person's age not exceeding 76, this Policy will be renewed if the required premium and documents for renewal are received by the Company in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of the Company's right under this clause and/or the renewed Policy.