



中銀集團保險有限公司  
BANK OF CHINA GROUP INSURANCE COMPANY LIMITED

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## GOLFER INSURANCE POLICY

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Please read this Policy carefully upon receipt and promptly request for any necessary amendments

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**Whereas the Insured named in the Schedule hereto has applied to BANK OF CHINA GROUP INSURANCE COMPANY LIMITED** (hereinafter called “the Company”)

**Now this Policy witnesses** that in consideration of the payment by the Insured to the Company of the Premium the Company hereby agrees, subject to the terms, limitations, provisions, exclusions and conditions herein, affixed hereto or endorsed herein (all of which are deemed to be incorporated herein), to indemnify the Insured in respect of any or all the contingencies hereinafter mentioned happening during the Period of Insurance.

**Provided always** that the due observance and fulfilment by the Insured of all the conditions contained or incorporated herein shall be a condition precedent to any liability on the part of the Company under this Policy.

The Proposal and Declaration made by the Insured are the basis of and form part of this Policy.

### SECTION 1 – “A HOLE IN ONE”

The Company will reimburse the Insured against expenses actually incurred up to a maximum of HK\$10,000 per event and HK\$40,000 during the Period of Insurance as a result of the Insured achieving the feat popularly known as “a hole in one” provided the feat is properly witnessed in accordance with the practice of a recognised golf club whereon the game was being played and a certificate is provided by the same recognised golf club.

Provide that

A recognized golf club under Section I shall mean a golf course with 18 holes and/or 70 par above.

### Exclusions

The Company shall not be liable

- 1) in respect of any circumstances that no certification being obtained by the Insured from a recognized golf club.
- 2) If the recognized golf club without 18 holes and/or 70 par or above.

### SECTION 2 – GOLFING EQUIPMENT

The Company will indemnify the Insured by payment or at its option by repair reinstatement or replacement against loss of or damage to golfing equipment including golf clubs bags balls caddy cars and umbrellas by any accident or misfortune occurring during the Period of Insurance whilst in transit to or from or whilst at any recognised golf club.

The liability of the Company under this Section shall not exceed the maximum sum of HK\$20,000 and subject to a maximum of HK\$2,000 per item during the Period of Insurance.

### Exclusions

The Company shall not be liable in respect of:

- (1) loss or damage caused by or resulting from wear and tear or deterioration;
- (2) loss of golf balls (other than by fire) unless contained in the bag at the time of loss;
- (3) damage to golfing equipment while playing or practising golf on any course.

### SECTION 3 – PERSONAL EFFECTS

The Company will indemnify the Insured by payment or at its option by repair reinstatement or replacement against loss of or damage to the personal effects (including wearing apparel) of the Insured occurring during the Period of Insurance while such property is contained in any recognised golf club.

The liability of the Company under this Section shall not exceed the maximum sum of HK\$5,000 during the Period of Insurance, subject to a maximum of HK\$1,000 per item.

**Exclusions**

- (1) The Company shall not be liable in respect of loss of or damage to:
  - (a) watches jewellery gold silver and other precious metal articles furs trinkets medals;
  - (b) coins money credit cards cash cheques stamps documents securities of any kind; or
  - (c) motor vehicles and its contents.
- (2) The Company shall not be liable in respect of loss of or damage to personal effects occurring outside the area of any recognised golf club or golf course.

**SECTION 4 – PERSONAL ACCIDENT**

If the Insured shall sustain bodily injury caused during the Period of Insurance by accidental and violent means on any golf course the Company will pay to the Insured or his legal personal representatives (hereinafter called his representatives) as the case may require the following compensation

- (1) In the case of such injury solely and directly resulting within twelve calendar months from the occurrence thereof in the death of the Insured or in the total and permanent loss of the sight of one or both eyes or in the loss by physical severance whether by accident or by surgical operation necessarily consequent thereon of one or more limbs the sum stated in the Limit of Liability applicable subject to a maximum of HK\$500,000.
- (2) In the case of such injury (not entitling the Insured to compensation under Section 4(1)) solely and directly rendering the Insured totally and absolutely disabled from attending to or following business of any kind compensation during such disablement for a period not exceeding one hundred and four consecutive weeks from the date of such injury at the rate per week of the sum stated in the Limits of Liability applicable subject to a maximum of HK\$500 per week.

**Provided that**

- (a) in event of a valid claim under Section 4(1) all liability of the Company under this Section shall thenceforth cease;
- (b) payment of compensation under Section 4(2) shall not be made until the total amount of such compensation shall have been ascertained and agreed and in no circumstances shall the rate of such compensation in respect of one or more injuries exceed the sum stated in the Limits of Liability applicable to Section 4(2);
- (c) the total sum payable under this Section in respect of all injuries sustained during the Period of Insurance shall not exceed the sum stated in the Limits of Liability applicable to Section 4(1).

**Exclusions**

No Compensation shall be payable:

- (1) for death or bodily injury caused by or resulting from or in any way connected with insanity or intemperance or suicide or attended suicide or intentional self injury or any unlawful act of the Insured;
- (2) for death or bodily injury due to a gradually operating cause or pre-existing physical or mental defect or infirmity;
- (3) for death or bodily injury caused by or resulting from or in any way connected with pregnancy childbirth;
- (4) for death or bodily injury caused outside the area of any recognised golf club or golf course.

**SECTION 5 - LIABILITY TO THE PUBLIC**

The Company will indemnify the Insured against the sum which the Insured shall become legally liable to pay consequent upon

- (1) accidental bodily injury to any person or
- (2) accidental damage to property

occurring during the Period of Insurance and caused by the Insured whilst playing or practising golf on any recognised golf course. The liability of the Company under this Section for all damages including legal costs and expenses recoverable by any claimant from the Insured and all costs and expenses incurred with the written consent of the Company 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 of HK\$3,000,000 in aggregate and subject to a maximum of HK\$500,000 per event.

In the event of the death of the Insured the Company will in respect of any liability occurred by him under this Section indemnify his legal personal representatives in the terms of and subject to the limitations of this Section provided that such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms conditions and exceptions of this Policy so far as they can apply.

**Exclusions**

The Company will not indemnify the insured in respect of liability consequent upon:

- (1) bodily injury to any person being a member of the Insured's family or at the time of sustaining such injury engaged in and upon the service of the Insured other than caddies;
- (2) loss of or damage to property belonging to or in the charge of or under the control of the Insured or any member of his family or in the charge of or under the control of any person in the service of the Insured by virtue of such service;
- (3) 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;

- (4) bodily injury to any person or loss of or damage to property belonging to third party outside the area of any recognised golf club or golf course;
- (5) legal costs resulting from any criminal proceedings.

## **DEFINITIONS**

In this Policy:

- (1) "Insured" means the person named in the Schedule and is eligible for and covered by the insurance provided in this Policy.
- (2) "Period of Insurance" means the period specified in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium. The Period of Insurance specified in the Schedule is construed to be twelve calendar months counting from the date of inception of this Policy or day immediately after expiry of the said twelve months as far as applicable.
- (3) "limb" shall mean hand or foot and no compensation shall be payable under Section 4(1) for loss of a limb unless it shall be severed in the case of a foot at above the ankle or in the case of a hand at or above the wrist.

## **GENERAL EXCLUSIONS**

The Company shall not be liable under this Policy for:

- (1) directly or indirectly occasioned happening through or in consequence of:
  - (a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny rebellion revolution resurrection insurrection or military or usurped power or confiscation or nationalization or requisition or damage to property by or under the order of any government or public or local authority or riot or civil commotion.
  - (b) any act of any person or persons acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism of violence.In any claim and in action suit or other proceeding where the Company alleges that by reason of this Exception any loss is not covered by this Policy the burden of proving that such loss is covered shall be upon the Insured.
- (2) any accident, loss or damage to any property, expenses, consequential loss or legal liability directly or indirectly caused by or arising from:
  - (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 material.
- (3) loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- (4) the Insured aged below 16 or over 65 unless specifically extended by the Company.
- (5) any accident whilst engaged in an occupational or professional racing and competition.
- (6) incidents which may give rise to a claim not notified direct in writing to the Company within 30 days of the expiry of this policy.

## **CONDITIONS**

### **(1) INTERPRETATION**

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

### **(2) ALTERATIONS**

The Insured shall give immediate written notice to the Company of any alteration which materially affects the risks covered by this Policy.

### **(3) CLAIMS**

In the event of any happening which may give rise to a claim under this Policy the Insured or his representatives

- (a) shall give immediate notice thereof in writing to the Company;
- (b) shall at his or their own expense supply the Company with full particulars in writing as soon as possible and in the case of a claim under Section 2 or 3 not later than thirty days after the occurrence of the loss or damage;
- (c) if a claim may arise under Section 5 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 a claim under Section 4 shall at his or their own expense furnish to the Company all such certificates information and evidence in such form and of such nature as the Company may reasonably require for the purpose of ascertaining its liability and the Insured shall from time to time when required by the Company submit himself to be examined if any reasonable doubt exists as to the cause thereof a qualified medical practitioner appointed by the Company shall be allowed to make a post-mortem examination of the body of the Insured Person at the Company's expenses.

### **(4) SUBROGATION / DISCHARGE OF LIABILITY**

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 or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and the Insured shall give all such information and assistance as the Company may require;
- (b) to pay at any time to the Insured in respect of any one claim or number of claims 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 5 (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 5 in connection with such claim or claims.

(5) JURISDICTION

The indemnity under Section 5 shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong.

(6) CANCELLATION

The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event the Insured shall entitle to the return of a proportionate part of the Premium corresponding to the unexpired portion of the Period of Insurance.

(7) ARBITRATION

All difference 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 the arbitrators, 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 (12) 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 hereafter be recoverable hereunder.

(8) OTHER INSURANCES

If at the time of the happening of any occurrence covered by this Policy except Section 4 there is any other existing insurance covering the same liability or any part thereof the Company shall not be liable to pay or contribute more than its ratable proportion of any sum payable in respect of such occurrence.

(9) TERRITORY LIMIT

Within the territory of Hong Kong, Macau and China only.

(10) TERMINATION DUE TO NON-PAYMENT OF PREMIUM

In the event initial premium charged to the Insured is not paid, this Policy shall be deemed to be void from the commencement date of insurance as specified in the Schedule. If any subsequent premium is not paid on its due date, this Policy will be terminated on that date.

**TRM Terrorism Exclusion Endorsement**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 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 endorsement 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 any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(NMA2920)

**ITC IT Clarification Clause**

Property damage covered under this agreement 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 agreement:

- A. 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.
- B. 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.

**Personal Information Collection Statement**

The information you provide to Bank of China Group Insurance Company Limited ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

- (i) processing and evaluating your insurance application and any future insurance application you may make;
- (ii) administering your insurance policy and providing services in relation to your insurance policy;
- (iii) analysis or investigating, processing and paying claims made under your insurance policy;
- (iv) invoicing and collecting premiums and outstanding amounts from you;
- (v) any alterations, variations, cancellation or renewal of any insurance related product or service;
- (vi) contacting you for any of the above purposes;
- (vii) exercising any right of subrogation;
- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) complying with applicable laws, regulations or any industry codes or guidelines.

The Company may disclose your personal data for the above purposes to the following classes of transferees:

- (a) third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- (b) in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- (c) in the event of default, debt collectors and recovery agents;
- (d) insurance reference bureaus or credit reference bureaus;
- (e) reinsurers and reinsurance brokers;
- (f) your insurance broker (if you have one);
- (g) the Company's legal and professional advisors;
- (h) the Company's related companies (as that term is defined in the Companies Ordinance);
- (i) any association, federation or similar organization of insurance companies ("Federation") and its members that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- (j) any member(s) of the "Federation" by the "Federation" for any of the above or related purposes;
- (k) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- (l) the Insurance Claims Complaints Bureau and similar industry bodies; and
- (m) government agencies and authorities as required or permitted by law.

The Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

Moreover, the Company may also use and disclose your personal data otherwise with your consent.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made to the Company's Legal and Compliance Department (Tel: 2867 0888 / Fax: 3906 9939).

### **Use of Personal Data in Direct Marketing**

With your written consent given for direct marketing purpose (which includes an indication of no objection), the Company intends to use your data in direct marketing. The Company will only act in accordance with the rules about direct marketing contained in the Ordinance. Please note that:

- (1) your name, contact details, products and services portfolio information and demographic data held by the Company may be used by the Company in direct marketing from time to time;
- (2) the following classes of services, products and subjects may be marketed:
  - (i) financial, insurance and related services and products;
  - (ii) reward, loyalty or privileges programmes and related services and products;
  - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (3) the above services, products and subjects may be provided to or (in the case of donations and contributions) contributed to by the Company and/or:
  - (i) the Company or BOC Hong Kong (Holdings) Limited or any of its subsidiaries;
  - (ii) third party reward, loyalty, co-branding or privileges programme providers;
  - (iii) co-branding partners of the Company and BOC Hong Kong (Holdings) Limited (the names of such co-branding partners can be found on the application form(s) for the relevant services and products, as the case may be); and
  - (iv) charitable or non-profit making organisations;
- (4) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (1) above to all or any of the persons described in paragraph (3) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

If you do not wish the Company to use or provide to other persons your data for use in direct marketing as described above, you shall exercise your opt-out right by notifying the Legal and Compliance Department of the Company (Tel.:2867 0888, Fax no.:3906 9939).