



GOLF INSURANCE POLICY



® **Sun Flower Insurance Brokers Limited**
Placing through Sun Flower Insurance Agency Limited

Room 1105-08, Hing Yip Commercial Centre, 282 Des Voeux Road Central, Hong Kong

Tel: 2521 1881 Fax: 2521 1919 Email: vip@sunflowergroup.com.hk www.sunflowerVIP.com

Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

NOTES TO POLICYHOLDER

Thank you for insuring with Allied World

We will provide the insurance cover described in this policy during the period of insurance upon receiving your premium payment

This policy provides comprehensive protection for you with the following documents forming the basis of and part of your policy:

- the proposal, declaration and any other information you have given us,
- the policy schedule and any amended schedule,
- the most recent recent renewal confirmation, and
- any endorsement amending any of the above.

We highly recommend that you read this policy thoroughly which sets out the benefits and limitations of the insurance you have bought. We also suggest that you should make your family members aware of this insurance cover in case they need to make or assist with a claim.

Should you have any query about this policy cover, please do not hesitate to contact your broker, agent or us for clarification.

Making a Claim

If you have any query when making a claim, please contact:

Claims Team

Tel +852 2968 3221 Fax +852 2917 6179

Customer Service Excellence

Should you have any feedback or advice to assist us in continuously improving our customer service, please contact:

Marketing & Communications Team

Tel +852 2968 3000 Fax +852 2968 5111

Email hkhotline@awac.com

PART I - COVERAGE

Definition

Territorial Limits means

- a. Hong Kong
 - b. elsewhere in the world in respect of any act or omission occurring within Hong Kong the acts or omissions of persons normally resident in Hong Kong but elsewhere on a temporary visit for the purpose of this extension if any liability arises within the legal jurisdiction of the U. S. A. and/or Canada the limit of indemnity under this Policy shall be deemed to be the Insurer's maximum liability inclusive of all costs and expenses
- It is further declared and agreed that any dispute concerning the interpretation of the terms conditions and exceptions of this Policy shall be resolved in accordance with the jurisdiction of Hong Kong

Jurisdiction Clause

The indemnity 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

Section I - Liability to the Public

The Insurer will be subject to the Limits of Liability and the Jurisdiction Clause 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 whilst playing or practising golf at any recognised golf course within the Territorial Limits

The liability of the Insurer under this Section for all damages 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 specified in the Schedule

In respect of a claim for damages to which the indemnity expressed in this Section applies the Insurer will also pay

- i) all costs and expenses recovered by any claimant from the Insured, and
- ii) all costs and expenses incurred with the written consent of the Insurer

In the event of the death of the Insured the Insurer will in respect of the liability insured 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 fulfil and be subject to the terms conditions and exceptions of this Policy insofar as they can apply

Exceptions

The insurer will not indemnify the Insured in respect of liability consequent upon

- 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 of the Insured or any member of his family or household or in the charge of or under the control of any person in the service of the Insured by virtue of such service
- c. the possession or use of any mechanically propelled vehicle
- d. 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
- e. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that the liability to the Public section (Section I) does not cover any liability for injury arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos

This section does not cover that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

Section II - Accidents to the Insured

If the Insured shall sustain bodily injury caused during the Period of Insurance by violent accidental external means at any recognised golf course within the Territorial Limits the Insurer will pay to the Insured (or his legal personal representatives) the sum stated in the Limits of Liability specified in the Schedule should such injury solely and independently of any other cause resulting within twelve calendar months from the occurrence thereof in the death of the Insured or in the total and irremediable 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 two Limbs

Provided that

- i) 'Limb' shall mean hand or foot and no compensation shall be payable for the loss of a Limb unless it shall be severed in the case of a foot at or above the ankle or in the case of a hand at or above the wrist
- ii) the total sum payable under this Section in respect of all injuries sustained during any one Period of Insurance shall not exceed the sum stated in the Limits of Liability

Exceptions

No compensation shall be payable for death or bodily injury caused by or resulting from or in any way connected with

- a. insanity intemperance or the influence of intoxicants or drugs unless under medical supervision
- b. pregnancy or childbirth

Section III - Golfing Equipment

The Insurer will indemnify the Insured against loss of or damage to golfing equipment including golf clubs golf bags golf ball caddy trolleys and umbrellas by any accident or misfortune occurring during the Period of Insurance within the Territorial Limits whilst in transit to or from or whilst at any recognised golf club on the same day of playing golf The liability of the Insurer under this Section shall not exceed the sum stated in the Limits of Liability applicable to section III in any one Period of Insurance

Exceptions

The Insurer shall not be liable in respect of

- a. loss or damage caused by or resulting from wear and tear or deterioration
- b. loss of or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- c. loss of or damage to golf balls unless contained in the golf bag at the time of loss

Section IV - Personal Effects

The Insurer will indemnify the Insured against loss of or damage to the personal effects other than golf clubs golf balls caddy trolley and umbrellas of the Insured by fire burglary housebreaking or theft or any attempted theft occurring during the Period of Insurance while such property is contained in any recognised golf club house within the Territorial Limits

The liability of the Insurer under this Section shall not exceed the sum stated in the Limits of Liability applicable to Section IV in any one Period of Insurance

Exceptions

The Insurer shall not be liable in respect of loss of or damage to watches jewellery furs trinkets medals coins money cheques cheque cards cash cards credit cards stamps documents or securities of any kind

Section V - Hole in One

The insurer will indemnify the Insured for the hospitality expenses not exceeding the sum stated in the Limits of Liability applicable to Section V in the event of the Insured scoring a hole-in-one whilst playing in a competition or friendly game at any recognised golf course within the Territorial Limits and occurring during the Period of Insurance provided that

- i) the golf course features 18 holes or above. Driving range is excluded; and
- ii) the Insured shall supply a properly authenticated certificate issued by the golf course where the game was being played; and
- iii) the Insured shall supply the bill of hospitality expenses incurred at the golf course where the game was being played

PART II – GENERAL EXCEPTIONS

1. The Insurer shall not be liable under this Policy for any loss destruction damage liability or bodily injury directly or indirectly caused by or contributed to by or arising from
 - a. war invasion act of foreign enemy hostilities whether war be declared or not civil war rebellion revolution insurrection or military or usurped power riot strike or civil commotion
 - b. volcanic eruption subterranean fire earthquake or other convulsion nature
2. The Insurer shall not be liable in respect of
 - a. 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
 - b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising 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
3. Unless specifically extended by the Insurer cover under this Policy shall not commence until the Insured has attained the age of 16 years and shall cease to be operative upon the Insured attaining the age of 70 years
4. This Policy does not cover and no section of this Policy shall apply in respect of any claim arising directly or indirectly from any injury illness death loss expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused
5. 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 exclusion 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), which from its nature or context is done for or in connection with 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 exclusion 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.

PART III - GOLF ASSISTANCE SERVICE

The Insurer has arranged a 24-hour assistance service with Inter Partner Assistance Hong Kong Limited (IPA) to assist the Insured in case of the following:

1. Golf Course Referral Assistance

IPA will assist the Insured, whenever possible, by providing the address and telephone number of golf courses of foreign countries for the Insured.

2. Pre-trip information

IPA will provide the Insured with available information regarding entry documents, medical requirements and currency rates for travel outside Hong Kong. In addition, IPA will provide the Insured with available information of weather conditions in major cities throughout the world. There is no cost to the Insured for this service.

3. Lost Document and ticket Replacement Assistance

If the Insured's travel ticket, passport or visa is lost or stolen while travelling outside Hong Kong, IPA, at the Insured's own expense, will assist in locating or replacing such documents and forwarding them to the Insured. In this connection, IPA will contact local police, diplomatic contacts, airline personnel and such other persons as appropriate to assist the Insured to find or replace the lost items.

4. Lost Luggage Assistance

In case the Insured's luggage is lost while travelling outside Hong Kong and the carrier is unable to locate it after being requested to do so by the Insured, IPA will arrange for the shipment of replacement items to the Insured at the Insured's expense so that his/her inconvenience is kept to a minimum.

5. Arrangement of Emergency Medical Evacuation

Should the Insured suffer from bodily injury or illness while travelling outside Hong Kong such that IPA's medical team and the attending physician recommend hospitalisation in a or another medical facility where the Insured can be suitably treated, IPA will arrange for the transfer of the Insured into the nearest hospital more appropriately equipped for the particular bodily injury or illness, with necessary medical supervision by any appropriate transportation means.

IPA shall not be held responsible for the delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or acts of God or any other event of Force Majeure which prevents IPA from providing such assistance services.

All costs incurred in using the above services will be at the Insured's own expense. The use of the above services arranged by IPA is at the Insured's own accord. The Insurer will not be liable for any loss arising from the use of such services.

Simply make a call to the 24-hour hotline +852 2851 2666 and quote your Policy number to request the above services.

PART IV - GENERAL CONDITIONS

1. The due observance and fulfilment of the terms 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 Proposal shall be conditions precedent to any liability of the Insurer to make any payment under this Policy
2. 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 in the Schedule shall bear such meaning wherever it may appear
3. The Insured shall take all reasonable precautions for the safety of the property insured under this Policy
4. In the event of any happening which may give rise to a claim under this Policy the Insured or his legal personal representatives
 - a. shall give immediate notice thereof in writing to the Insurer
 - b. shall without expenses to the Insurer supply the Insurer with full particulars in writing as soon as possible and in the case of a claim under Section III or IV not later than thirty days after the occurrence of the loss or damage
 - c. if a claim may arise under Section I shall notify or forward to the Insurer 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 Insurer
 - d. in the case of a claim under Section II shall without expense to the Insurer furnish to the Insurer all such certificates information and evidence in such form and of such nature as the Insurer may reasonably require for the purpose of ascertaining their liability and the Insured shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Insurer expenses as often as the Insurer reasonably require
 - e. shall give the Insurer all such information and assistance as the Insurer may reasonably require
5. The Insurer shall be entitled
 - a. to take over conduct in the name of the Insured the defence or settlement of any claim against the insured benefit any claim for indemnity 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 I 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 Insurer shall relinquish conduct and control of and be under no further liability under Section I in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims before the date of such payment

6. If at the time of any happening given rise to any liability expenses loss or damage for which indemnity is provided under Section I III and I V there shall be any other insurance against such liability expenses loss or damage or any part thereof the Insurers shall not be liable for more than their ratable proportion thereof
7. 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 hereby 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
8. You may cancel this Policy by giving us written instructions, you will then receive a refund premium based on a customary short term premium subject to minimum gross premium of this Policy of HK\$500. We may cancel your Policy by writing sent by registered mail to you at your last known address confirming that all cover will cease seven days after the date of our letter, you will then receive a refund premium on a pro-rata basis.
9. Sanction Clause
The Insurer shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction in any applicable jurisdiction.
10. Rights of Third Parties Clause
Save for any person or entity expressly conferred a benefit under this policy, no person or entity who is not a party to this policy has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any obligation or to receive any benefit or remedy under this policy. The consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

Making a Claim

Should you wish to make a claim, you are highly recommended to follow the below advice for speedy settlement.

1. In case of any claim, call our Claims Hotline at +852 2968 3221 during our office hours as soon as possible.
2. Obtain a claim form from us without delay. Complete and return it together with your invoices/receipts.
3. If medical attention is received for bodily injury, you should, if possible, obtain receipts for all payments made plus a 'Medical Certificate' showing the nature of the injury.

PERSONAL INFORMATION COLLECTION STATEMENT

Purpose of Collection

Allied World Assurance Company, Ltd ("Allied World") may collect and use your personal data to enable it to carry on its insurance business and to serve the purposes of:

- Processing your insurance application;
- Arranging a contract of insurance with you and administering the policy issued;
- Claims handling, investigation and analysis;
- Designing products and/or services for customers;
- Promoting, improving and furthering the provision of products and/or services by Allied World and its group companies; and
- Complying with any legal or regulatory requirements applicable to Allied World.

In general it is voluntary for you to provide Allied World with your personal data. However, if you do not provide sufficient information, Allied World may not be able to provide insurance services to you.

Transferee

Data held by Allied World relating to you will be kept confidential but Allied World may, for the purposes set out above, transfer your personal data to:

- Allied World's group companies;
- Reinsurers;
- intermediaries including insurance brokers and insurance agents;
- claims investigators, loss adjusters and other professional advisors;
- Allied World's other appointed service providers, including for the following services: telecommunications, information technology, administration, data processing, payment processing, emergency assistance, legal, and medical;
- any insurance industry association or federation and their respective members; and
- any other person necessary to comply with applicable legal or regulatory requirements, or orders of competent authorities, in each case both within and outside of the Hong Kong Special Administrative Region.

Marketing and Promotion

Treating you as a valued customer, Allied World and its group companies may use the personal data, including name and contact details, collected from you for the purposes of direct marketing of Allied World and its group companies' general insurance products, services or offers and for sending you the promotional materials or updates of such products, services or offers when they become available.

Allied World may not use your personal data for direct marketing if you have indicated objection to such use by ticking the box next to the statement above the proposer's signature block in the proposal form. You may also, at any time, request Allied World to cease the use of your personal data for direct marketing purposes, by informing Allied World's Compliance Officer at the contacts set out below.

Access Requests and Corrections

You have the right to obtain access to and to request correction of any personal information concerning yourself held by Allied World.

Requests can be made to the Compliance Officer of Allied World Assurance Company, Ltd by mail to 22/F One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong or fax to +852 2968 5111, or email to hkcompliance@awac.com.