# Summary of Key Contract Terms and Obligations for Golfer's Insurance

For full details, please refer to the policy which is the legally binding document.

## COVERAGE

This Policy provides the following benefits when you are playing or practising golf on any golf course or driving range:

Benefits	Compensation	
Public Liability	up to \$300,000 for third party bodily injury and/or property damage	
Personal Accident	Death\$50,000Loss of limbs or eyesup to \$50,000Temporary total disablement\$250/week (up to 104 weeks)	
Medical Expenses	up to \$1,000 for medical expenses incurred due to accident	
Golfing Equipment	up to \$2,000 for repair or replacement of golfing equipment damaged or lost due to accident or theft Deductible: \$200 each and every loss	
Personal Effects	up to \$1,000 for repair or replacement of personal effects due to accident or theft Deductible: \$100 each and every loss	
Hole-in-One	up to \$500 for hole-in-one reimbursement for food and beverages incurred at the golf course premises following the hole-in-one	

**Territorial Limits: Worldwide** 

### MAIN EXCLUSIONS

This Policy does not cover war/nuclear risks and consequential loss.

### CANCELLATION

You may cancel the Policy by notifying us in writing or through the phone and the cancellation will take effect from the date we receive the notice of cancellation. If the cancellation is effected before the commencement date of insurance, we will refund the premium less \$10.70 (after GST). No refund will be given if the cancellation is effected after the commencement date of the insurance.

## CLAIMS

All claims are to be submitted to us as soon as possible on our prescribed form together with all supporting documents. If you need any help, our Claim Service Centre (CSC) located at Income Centre will be pleased to assist you. Alternatively, you may call our hotline at 6788 6616.

We will process and decide on your claim within 7 working days upon receiving all relevant information. If you are not satisfied with the way we handled your claim, we will refer you to Financial Industry Disputes Resolution Centre Ltd (FIDReC) for their advice.

Our vision is to settle your claim promptly, fairly and hassle-free.

### **SCOPE OF COVER**

### **SECTION I LIABILITY TO THE PUBLIC**

We will indemnify you against all sums which you shall become legally liable to pay as damages consequent upon:

- (a) accidental bodily injury to any person whether fatal or otherwise
- (b) accidental loss of or damage to property

caused by your negligence whilst playing or practising golf on any golf course or driving range.

Our liability under this Section for all damages payable in respect of any one occurrence or number of occurrences shall not exceed the Sum Insured under Section I.

In respect of a claim for damages, we will also pay all costs and expenses of litigation:

- (i) recovered by any claimant against you
- (ii) incurred by you with our written consent.

In the event of your death, we will indemnify your legal personal representatives provided that such representatives shall as though they were you observe, fulfill and be subjected to the terms, conditions and exclusions of this Policy insofar as they can apply.

### **EXCLUSIONS TO SECTION I**

We will not indemnify you in respect of liability consequent upon:

- (a) death of or bodily injury to any person being a member of your family or household or at the time of sustaining such injury engaged in and upon your service (a person casually engaged by you solely for your services as a caddie excepted)
- (b) loss of or damage to property belonging to or in your charge or under your control or any member of your family or household or in the charge of or under the control of any person in your service
- (c) any agreement by you to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.

### JURISDICTION CLAUSE

The indemnity under Section I shall not apply in respect of judgements which are delivered by or obtained from a Court of Competent jurisdiction in the U.S.A and Canada.

### **SECTION II PERSONAL ACCIDENT**

If you shall sustain bodily injury caused by violent, accidental, external and visible means whilst playing golf on any golf course or driving range, we will pay you or your legal personal representatives:

- (1) If the injury results in:
  - (a) death within 12 months of the accident; or
  - (b) total and irrecoverable loss of all sight of one or both eyes; or
  - (c) loss or physical severance of one or two limbs

we will pay the Sum Insured specified under Section II (1).

(2) If the injury results in you being totally and absolutely disabled from attending to business of any kind, we will pay the Sum Insured specified under Section II (2) for a maximum period of 104 consecutive weeks.

#### Provided that:

(i) "Limb" shall mean hand or foot

- (ii) payment under Section II (2) shall not be made until the total amount have been ascertained and agreed and in no circumstances shall the payment in respect of one or more injuries exceed the Sum Insured under Section II (2)
- (iii) the total sum payable under this Section in respect of all injuries sustained during any one Period of Insurance shall not exceed the Sum Insured under Section II (1).

## **EXCLUSIONS TO SECTION II**

No compensation shall be payable for death or bodily injury directly or indirectly caused by:

- (a) self-injury, suicide or attempted suicide, insanity, intemperance or the influence of intoxicants or drugs unless under medical supervision
- (b) pregnancy or childbirth.

## SECTION III MEDICAL EXPENSES

If you incur medical expenses as a result of bodily injury caused by violent, accidental, external and visible means whilst playing golf on any golf course or driving range, we shall reimburse you up to the Sum Insured under Section III, provided that the expenses are incurred within 12 months of the accident.

### **SECTION IV GOLFING EQUIPMENT**

We will indemnify you against loss of or damage to your golfing equipment include golf clubs, golf bags, golf balls, caddie-cars and umbrellas by any accident whilst at or in transit to or from any golf course or driving range.

Our liability for any 12 consecutive month period from the commencement date of the insurance, shall not exceed the Sum Insured under Section IV.

## **EXCLUSIONS TO SECTION IV**

We shall not be liable for loss or damage:

- (a) caused by or resulting from wear and tear or depreciation
- (b) to golf balls unless contained in the golf bag at the time of the loss.

### **SECTION V PERSONAL EFFECTS**

We will indemnify you against loss or damage (other than by wear and tear or depreciation) to your personal effects (not being insured under Section IV) while such effects are in any recognised golf club houses.

Our liability for any 12 consecutive month period from the commencement date of the insurance, shall not exceed the Sum Insured under Section V.

## **EXCLUSIONS TO SECTION V**

We shall not be liable in respect of loss of or damage to watches, jewellery, trinkets, field and other glasses, cameras, portable radio sets, money, securities, stamps, motor vehicles and accessories.

### **SECTION VI HOLE-IN-ONE**

We will pay your expenses for the customary entertainment of club members up to the Sum Insured under Section VI on presentation of:

- (a) a properly authenticated certificate issued by the appropriate golf club; and
- (b) club bills. Date of club bills should not be more than 48 hours from your hole-in-one shot which you holed whilst playing in any competition and/or friendly game in any recognised golf course.

### **GENERAL EXCLUSIONS**

1. We shall not be liable for any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of seige or any of the events or causes which determine the proclamation or maintenance of martial law or state of seige, or act of terroism.

Act of Terrorism means an act, including but not limited to the use of force or violence and/or 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.

- 2. This Policy does not insure any loss, damage or liability caused by or arising from radioactivity or from the use, existence or escape of any nuclear fuel, material or waste.
- 3. This Policy does not cover any person under the age of 16 or over the age of 65 unless specifically allowed by endorsement.
- 4. This Policy does not cover professional golf players.

#### CONDITIONS

- 1. 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 the Schedule shall bear such specific meaning wherever it may appear.
- 2. You must take all reasonable precautions to reduce or remove the risk of loss or damage and keep the Interest Insured in a good condition.
- 3. Any amendment made to this Policy will not be valid unless endorsed in writing by our authorised officer.
- 4. In the event of any happening which may give rise to a claim under this Policy, you shall:
  - (a) give us written notice immediately after the happening
  - (b) at your own expense supply us with full particulars in writing as soon as possible, and in the case of a claim under Section IV or V, not later than 30 days after the occurrence of the loss or damage
  - (c) notify or forward to us every letter, claim, writ, summons or process immediately on receipt and no admission, offer, promise, payment or indemnity shall be made or given by you without our written consent (for claims arising under Section I)
  - (d) at your own expense, furnish to us all such certificates, information and evidence in such format and nature as we may reasonably require for the purpose of ascertaining our liability and you shall act upon medical or surgical advice as soon as practicable and submit to medical examination at our expense as often as we may reasonably require (for claims arising under Section II)
  - (e) give us all such information and assistance as we may reasonably require.
- 5. We shall be entitled to:
  - undertake in your name and on your behalf the absolute conduct, control and settlement of any proceedings (at our expense and for our benefit) to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy
  - (b) pay you the Sum Insured under Section I after deduction of any compensation already paid, or any lesser amount to settle the claim(s). After paying you, we shall relinquish conduct and control of and will be under no further liability except for litigation costs and expenses recoverable or incurred in respect of the conduct of such claim(s) before the date of such payment.
- 6. Payment before Cover Warranty

We (or our intermediary) must receive the full premium due on or before the commencement date of the insurance. If we or the intermediary do not receive the premium in full on or before the commencement date of the insurance, the Policy will not be valid and we will not pay any benefits.

- 7. No payment will be made under this Policy if the claim is:
  - (a) in any respect fraudulent
  - (b) intentionally exaggerated
  - (c) supported by false declaration.
- 8. If any other insurance covers the same loss, damage or liability we will pay only our rateable proportion of any claim.
- 9. We may cancel this Policy by giving you seven days' notice at your last known address. You may also cancel this Policy by notifying us and the cancellation will take effect from the date we receive the written notice of cancellation. If the cancellation is effected before the commencement date of insurance, we will refund the premium less \$10.70 (after GST). If the cancellation is effected after the commencement date of insurance, there will be no refund due to you.
- 10. No payment shall be made until the total amount of such payment has been ascertained or agreed.
- 11. A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.
- 12. All disputes or differences under this Policy shall be referred to arbitration in accordance with the Arbitration Act or any statutory re-enactment thereof and the making of an award shall be a condition precedent to any right of Action against us.