

ZURICH INSURANCE COMPANY LTD

(a company incorporated in Switzerland)

GOLFSTAR
INSURANCE POLICY
錦標高爾夫球保險計劃保險單

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GOLFSTAR POLICY INSURANCE POLICY

This Policy together with the enclosed schedule and any endorsements subsequently issued should be read as if they are one document and form the contract between the Insured (not being a professional golfer) and the Zurich Insurance Company Ltd (hereinafter called the Insurers).

The Golfstar enrollment form and declaration which the Insured completed and provided to the Insurers are the basis of this contract.

The Insurers will insure the Insured under those sections shown in the schedule during any Period of Insurance for which the Insurers has accepted the Insured's premium provided all the terms and conditions of the Policy are complied with.

The Insured is deemed to be the proposer and members of his/her immediate family normally residing with him/her.

Zurich Insurance Company Ltd

Please read the Policy and schedule carefully. If they do not meet your needs, please return them to the Insurers.

The Insured should tell us of any changes to the information given on your enrollment form as soon as the changes occur, since any change could affect your insurance cover.

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SECTION I - LIABILITY TO THE PUBLIC

The Insurers will indemnify the insured against all sums which the insured shall become legally liable to pay in respect of

- (a) accidental bodily injury to any person
- (b) accidental damage to property

occurring during the Period of Insurance and caused by the Insured whilst playing or practising golf on any golf course. The Insurers will pay also all costs and expenses incurred with its written consent. The total liability of the Insurers under this Section for all damages, costs and expenses payable in respect of any one occurrence or number of occurrences shall not exceed HKD10,000,000 in any one period of insurance.

In the event of death of the insured the Insurers 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 fulfil and be subject to the terms, conditions and exceptions of this Policy in so far as they can apply.

EXCEPTIONS TO SECTION I

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

- (a) 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;
- (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 in the charge of or under the control of any person in the service of the Insured;
- (c) 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.
- (d)
 - any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.

for the purpose of this exception, an act of terrorism includes any act, preparation or threat of action 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) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which

- involves violence against one or more persons; or
 - involves damage to property; or
 - endangers life other than that of the person committing the action; or
 - creates a risk to the health or safety of the public or a section of the public; or
 - is designed to interfere with or disrupt an electronic system.
- (e) asbestos, asbestos products or asbestos contained in any products directly and/or indirectly.

SECTION II - GOLFING EQUIPMENT & PERSONAL EFFECTS

The Insurers will indemnify the Insured against loss of or damage to

- (a) golfing equipment including golf bags, golf balls, golf trolleys whilst in transit to or from or whilst at any recognised golf club
- (b) personal effects including wearing apparel while such property is contained within any recognised golf club by accident or misadventure occurring during the Period of Insurance. The liability of the Insurers under this section shall not exceed HKD30,000 in any one period of insurance. The Insurers will pay up to HKD3,000 per article under this section.

EXCEPTIONS TO SECTION II

The Insurers shall not be liable in respect of

- (a) loss or damage caused by or resulting from wear and tear or deterioration.
- (b) loss of golf balls unless contained in the golf bag which is lost at the same time.
- (c) damage to golf balls in play.
- (d) loss of or damage to watches, jewellery, furs, trinkets, cameras, medals, coins, money, credit cards, cash cards, cheques, stamps, documents or securities of any kind.
- (e) the first of HKD250 each and every claim.

SECTION III - "A HOLE IN ONE"

The Insurers will indemnify the Insured for the cost of hospitality in the Clubhouse to a maximum of HKD3,000 in the event of the Insured "holing out in one" provided the feat is properly witnessed in accordance with the practice of the Club where the game was being played. The cover extends to include the third shot from the tee where the first shot is unplayable/lost and the second shot forms the penalty incurred.

SECTION IV - PERSONAL ACCIDENT

The Insurers will indemnify the Insured against

- (a) death
- (b) total loss / loss of use or total paralysis of one or more limbs
- (c) total loss of sight in one or both eyes

occurring during the Period of Insurance if the Insured shall sustain bodily injury caused solely and directly by violent, accidental, external and visible means whilst on any golf course as a player. The total sum payable under this section is HKD1,000,000 in any one accident and in aggregate in any one period of insurance.

The Insurers will pay the benefits (a) to (c) above, if such death or disablement occurs within twelve months of the accident.

If the Insured is under 16 years of age at the time of injury the amount payable under this section will be limited to HKD100,000.

EXCEPTIONS TO SECTION IV

The Insurers shall not be liable for

- (a) loss sustained by the Insured aged over 70.
- (b) any claims related to sickness or disease, childbirth, pregnancy or miscarriage, HIV related illness including AIDS and/or any mutant derivatives or variations thereof howsoever named.

SECTION V - HOSPITAL CASH BENEFIT

If the Insured is confined in a hospital as a resident in-patient for treatment of bodily injury sustained during the Period of Insurance whilst on any golf course as a player, the Insurers will pay to the Insured a benefit of HKD750 per full day of confinement. The total sum payable under this section is HKD50,000 in aggregate during the Period of Insurance.

EXCEPTIONS TO SECTION V

The Insurers shall not be liable for

- (a) loss sustained by the Insured aged below 16 or over 70.
- (b) any claims arising as a result of pre-existing medical or physical condition.

JURISDICTION CLAUSE

This indemnity given by this policy shall not apply in respect of judgments which are not at the first instance delivered by or obtained from a Court of competent jurisdiction in Hong Kong.

GENERAL EXCEPTIONS

The Insurers shall not be liable under this Policy for

- (a) any consequence of
 - (i) war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection or military or usurped power
 - (ii) riot or civil commotion or looting or pillage in connection therewith
 - (iii) 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 the influencing of it by terrorism or violence
- (b) 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

- (i) 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;
- (ii) nuclear weapons material.

CONDITIONS

1. This Policy and the Schedule shall be read together 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. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Insurers.
3. The due observance and fulfilment 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 enrolment form shall be conditions precedent to any liability of the Insurers to make any payment under this Policy.
4. The Insured shall exercise reasonable care and shall take all reasonable precautions to prevent accidents and shall comply with all statutory or other regulations.
5. The Insured shall give notice to the Insurers of any injury loss or damage as soon as possible after it comes to the knowledge of the Insured or of the Insured's representative for the time being. The Insured shall forward to the Insurers forthwith after receipt thereof every written notice or information as to any verbal notice of claim and shall also give notice to the Insurers immediately he receives knowledge of any proceedings. The Insured shall use the best endeavours to preserve any damaged or defective appliances or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable no alteration or repair shall be made without the consent of the Insurers after any accident occurring in connection therewith until the Insurers shall have had an opportunity to inspect the damage. The Insured shall give all necessary information and assistance and forward all documents to enable the Insurers to investigate, settle or resist any claim as the Insurers may think fit.
6. The Insured shall not incur any expense whether by litigation or otherwise or make any payment, settlement, arrangement or admission of liability in respect of any claim for which the Insurers may be liable under this Policy without the written authority of the Insurers. The Insurer shall be entitled to use the name of the Insured for all purposes in connection with this Policy including bringing, defending, enforcing or settling of legal proceedings for the benefit of the Insurers. In connection with any one claim or number of claims arising out of any one cause for indemnity against liability as defined in this Policy the Insurers 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 less amount for which such claim or claims can be settled and upon such payment being made the Insurers shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment and the Insurers shall not be responsible for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Insurers in connection with such claim or proceedings.
7. If at the time any claim arises under this Policy there is any other existing insurance covering the same liability the Insurers shall not be liable to pay or contribute more than their ratable proportion of such claim.
8. The Insurers may by notice in writing to the Insured under registered letter to his last known address give seven days notice of their intention to terminate this Policy returning on demand the proportion of the premium corresponding to the unexpired Period of Insurance.
9. In the event of a dispute arising out of this policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609), Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if the Insurers deny or reject liability for any claim under this policy and the Insured does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, the insured's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this policy.

錦標高爾夫球保險計劃

本保單連同附表及嗣後發出之任何附帶批單應以整體文件形式一併閱讀。本保單是投保人與本公司之間的合約。

投保人填妥及提交本公司之錦標保險計劃投保表格及聲明乃本合約之依據。

本公司將於收訖投保人所繳之保費後，在保險期內為投保人提供附表內訂明各節之保障，惟投保人必須履行本保單所列出的所有條款與條件。

本公司將視投保人及其通常一同居住之直系家庭成員為保險申請人。

蘇黎世保險有限公司

請細閱本保單及附表內容。若其中所載未能符閣下要求，敬請退回本公司。

投保人於投保表格內所填報之資料如有任何更改，請盡早通知本公司，以免影響此保單之保障內容。

此乃中文譯本，僅供參考之用。若與英文版本有異，概以英文版本為準。

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第一節 公共責任

如在保險期內，投保人在任何高爾夫球場練習或進行高爾夫球運動時，因：

- (a) 意外導致任何人士身體損傷
- (b) 意外導致財物損害

而須按法律規定支付任何款項，本公司將向投保人支付全數賠償，本公司並會支付所有經其書面同意之有關費用及開支。本公司在任何一個保險期內就任何一宗或連串事件所導致損傷的最高賠償額連同費用為10,000,000 港元。

如投保人死亡，本公司將遵從本保單所載的條款及限制規定，就投保人招致之責任向其合法個人代表支付賠償，惟該等合法代表必須猶如投保人一般履行及遵守本保單的所有適用條款、條件及不承保事項。

第一節 不承保事項

若由以下情況招致之責任，本公司將不會向投保人作出賠償：

- (a) 任何投保人之家庭成員蒙受身體損傷，又除球僮外，於受傷時正為投保人服務之人士。
- (b) 投保人或其任何家庭成員擁有、掌管或控制的財產遭受損失或損害，或任何為投保人服務人士掌管或控制的財產遭受損失或損害；
- (c) 投保人未經本公司同意而已經同意支付任何款項以作賠償或其他；
- (d) - 任何恐怖活動、不論任何其它原因或事件同時或接連引起該損失；
- 或因任何行動去抑制、防止、鎮壓、報復或回應該恐怖活動。

為配合此不保事項，恐怖活動包括任何人或團體不論合法與否獨自行動或代表任何組織或政府，為達到政治、宗教、意識或類似目的包括不論合法與否意圖影響任何國家、政治部門，由此而威脅公眾或任何國家的部份公眾的行為、準備或恐嚇行動包括

- 涉及以暴力對待一人或多人；或
 - 涉及財物損毀；或
 - 危害生命但不包括執行行動的人；或
 - 對健康或公眾或部份公眾的安全製造風險；或
 - 設計去干擾或破壞某電子系統。
- (e) 直接及/或間接因石棉、石棉產品或任何含有石棉之產品。

第二節 高爾夫球設備及個人財物

如在保險期內，因意外或不幸事故導致以下損失或損害，本公司將向投保人作出以下賠償：

- (a) 高爾夫球設備，包括在任何經認可高爾夫球會內或在往返該會途中任何高爾夫球袋、球及推車蒙受損失及損害；
- (b) 個人財物，包括在任何經認可高爾夫球會內之衣著服飾。

在任何一個保險期內，本節最高賠償額為30,000港元，每件財物的最高賠償額則為3,000 港元。

第二節 不承保事項

本公司不會承保以下事項之賠償責任：

- (a) 因物品損耗或功能衰退所導致或引起的損失或損害；
- (b) 損失高爾夫球，但如高爾夫球盛載於高爾夫球袋內而球袋同時遺失則例外；
- (c) 玩球時損毀的高爾夫球；
- (d) 鐘錶、珠寶、皮草、小飾物、攝影機、金牌、錢幣、現金、信用卡、現金卡、支票、郵票、文件或任何類別證券的損失或損害；
- (e) 每宗索償的首250 港元。

第三節 「一棒入洞」

如投保人「一棒入洞」，並按照球會慣例獲得正式核證，本公司將賠償投保人在高爾夫球會的款待費用，最高賠償額為 3,000 港元。當由球座擊出的第一棒無法擊出/擊失而第二棒為罰球時，本項保障將包括由球座擊出的第三棒。

第四節 個人意外

如在保險期內，投保人純粹及直接因以球手身份在任何高爾夫球場玩球時遇上暴力、意外、外來及可看見事故導致蒙受身體損傷，本公司將向投保人作出以下賠償：

- (a) 死亡
- (b) 單或多肢完全喪失/喪失功用或完全癱瘓
- (c) 單或雙眼完全喪失視力

於任何一個保險期內，每次意外及本節最高賠償總額均為 1,000,000 港元。

在意外發生後十二個月內導致死亡或傷殘，本公司方會作出上述(a)至(c)項賠償。

如投保人於受傷時未滿十六歲，本節之最高賠償額為 100,000 港元。

第四節 不承保事項

本公司不會承保以下事項：

- (a) 蒙受損失的投保人超過七十歲；
- (b) 任何有關疾病或病症、分娩、妊娠或流產、人類免疫能力衰退病毒(HIV)有關病症，包括愛滋病及/或日後採用任何名稱的變體、衍生病症或變化病症。

第五節 住院現金保障

如投保人在保險期內以球手身份在高爾夫球場蒙受身體損傷而需以住院病人形式留院接受治療，本公司將賠償投保人每足一天的金額為 750 港元。於任何一個保險期內，最高賠償總額為 50,000 港元。

第五節 不承保事項

本公司不會承保以下事項：

- (a) 蒙受損失的投保人未滿十六歲或超過七十歲；
- (b) 因之前已存在之病症或身體狀況引起的任何索償。

司法管轄權條款

任何本保單規定給予賠償的事項，如未能首先獲得香港任何具司法管轄權法院作出判決，本公司一律無須作出賠償。

一般不承保事項

於下列情況下，本公司無須對本保單承擔責任：

- (a) 以下事件產生的後果：
 - (i) 戰爭、侵略、外敵行動（不論曾正式宣戰與否）、內戰、叛亂、革命、反叛、軍事奪權或篡權行動；
 - (ii) 暴亂、內亂、搶掠、搶劫或有關事件；
 - (iii) 任何人士代表任何組織作出行動以武力推翻任何合法或現存政府或利用恐怖活動或暴力對合法或現存政府產生影響力。
- (b) 因以下事件導致、引起或構成的任何財產損失、損毀或損害或法律責任：
 - (i) 任何核子燃料、核子燃料燃燒後所產生的核子廢料或任何核子武器所產生之電離子輻射或放射性污染。現特聲明，只限於本項不承保事項條款，「燃燒」一詞之解釋將包括任何自燃式之核子分裂程序；
 - (ii) 核子武器物料。

保單條款

1. 本保單及附表應一併閱讀。任何有特別含意的字句或詞彙，無論載於本保單或附表任何部分，均具相同意義。
2. 本保單規定發出的通知或通訊應採取書面形式交送本公司。
3. 投保人必須遵守及履行本保單所訂明關於投保人應執行或遵從事項的所有條款、條件及批單，並且在投保表格填報真實的聲明及答題資料，本公司方會承擔本保單的賠償責任。
4. 投保人必須盡量小心採取所有合理預防措施防止意外發生，並須遵守所有法律規定及其他規例。
5. 投保人或當時出任其代表的人士，如獲悉任何人身損傷、損失或損害事件，應儘快通知本公司。此外，投保人接獲任何口頭索償通知、書面通知或資料後，必須即時轉交本公司。投保人如獲悉任何訴訟，亦須即時通知本公司。投保人須盡其最大努力保存任何已損毀或不良的器材或物品，以便在任何索償中作為證物。如情況許可，投保人應盡量避免在本公司檢驗有關物品受損情況之前，未經本公司同意，更改或修理與意外有關的器材或物品。投保人應提供所有必要資料及援助，並轉交所有必要文件，以便本公司酌情調查、解決或抗辯任何索償。
6. 如未經本公司書面批准，投保人不可因本保單規定本公司負責的任何索償事件招致任何訴訟費用、作出付款、達成和解、作出安排或承認責任。本公司有權以投保人的名義作出任何與本保單有關的事項，其中包括為投保人展開抗辯、強制執行或和解法律訴訟。如因本保單訂明有賠償責任的事故引起一宗或多宗索償，本公司有權隨時先扣除已付訖的補償款項或用以解決索償的款項，或向投保人支付任何較低責任賠償額。本公司支付上述賠償後，便放棄處理及控制有關索償的權利，並且無須再承擔有關索償的責任。惟在付款日之前發生之事件招致而可獲追討的訴訟費用及開支則除外。本公司將不負責被投保人指稱因本公司就有關索償或訴訟所採取的任何行動或漏作而導致的損失。
7. 如投保人根據本保單提出任何索償時，同時購有保障相同責任的其他保險，本公司只需支付或作出該宗索償的應計賠償比率。
8. 本公司可向投保人發出七日事前書面通知，說明終止本保單。上述通知應採取掛號郵件形式，寄至投保人最後登記地址。如投保人要求，本公司將發還未屆滿之保險期的保費。
9. 如有任何關於本保單出現的爭議，爭議各方可根據香港司法機構為民事調解所訂立及爭議當時所適用之有關實務指示，真誠進行調解。所有未能解決之爭議，一律按照香港法例第609章《仲裁條例》及不時生效的修訂本以仲裁方式裁定。整個仲裁過程必須在香港進行，並由爭議各方同意之單一仲裁人裁定。現明文述明，在爭議各方根據本保單行使任何法律權利前，必須先取得仲裁決定。不論任何類型爭議解決方案的任何狀況或結果，如本公司否認或否決投保人追索本保單之任何責任，而並未能於本公司所發出之通知十二個月內按以上規定展開仲裁，投保人之賠償申請即被視作已被撤回或放棄，並且不能根據本保單再次進行追討。

Statement of purpose for collection of personal data

All personal data collected and held by Zurich Insurance Company Ltd ("Zurich") will be used in accordance with Zurich's privacy policy, as notified to the insured person from time to time and available at this website:
www.zurich.com.hk/eng/cs_nonlifepolicyservices_privacy.htm.

The policyholder shall, and shall procure the insured / insured members to, authorise Zurich to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of Hong Kong, for the obligatory purposes as set out in Zurich's privacy policy as applicable from time to time.

When information about a third party is provided by the policyholder / insured / insured member to Zurich, the policyholder / insured / insured member warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to Zurich, enabling Zurich to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

Rights of third parties

Other than the policyholder or the insured / insured persons, or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this policy. Notwithstanding any terms of 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.

Note: In case of any discrepancy or inconsistency between the above 2 clauses with any existing clauses in the policy, the above 2 clauses shall prevail and replace the wording of such existing clauses to the extent of the discrepancy or inconsistency. The above wording will automatically apply to your policy (in the case of a new policy) or renewal policy (in the case of policy renewal) on the policy effective or renewal effective date (as the case may be). Unless as otherwise specified, other terms and conditions of the policy will not be affected

個人資料收集目的

蘇黎世保險有限公司（「本公司」）將根據「本公司」不時通知「閣下」的私隱政策使用所有已收集及持有的個人資料，「閣下」亦可透過此網址查閱有關私隱政策：www.zurich.com.hk/chi/cs_nonlifepolicyservices_privacy.htm。

「閣下」會，及會促使「受保人」，授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的強制性用途，使用及轉發（至「香港」境內或境外）包括屬敏感性如「香港」法例第486章《個人資料(私隱)條例》中所定義之個人資料。

如「閣下」/「受保人」向「本公司」提供任何第三者資料，「閣下」/「受保人」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本保單，包括並不限於進行任何對有關資料當事人進行審慎調查、合規及製裁查核。

第三者權益

除保單持有人或受保人，或本保單以明示方式指明以外，任何人士如非本保單之一方並沒有權利執行或享有本保單條款的保障。任何有關合約第三者權益之法例將不適用於本保單。不論本保單任何條款所列，任何保單變更（包括任何解除責任或責任妥協）或終止均不須第三者同意。

註：如以上條款與保單任何現有條款產生差異或矛盾，將以以上條款為準並以其取代保單現有條款相關之差異或矛盾部分。以上條款將於閣下保單生效（如現為新保單）或續保生效（如現為保單續保）時自動生效。除非另作註明，保單內的其他條款及細則將不受影響。