



Blue Cross 藍十字

An **AIA** Company 友邦保險成員公司

Taipan GolferSafe

Terms and Conditions

條款及細則

Please read these terms and conditions carefully.
Should you have any queries, please contact us for assistance.
請詳細閱讀此條款及細則。如有任何查詢，請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字（亞太）保險有限公司乃友邦保險控股有限公司之子公司，與Blue Cross and Blue Shield Association 及其任何關聯公司或持牌人並無任何關聯。

WHEREAS the Insured by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to the **BLUE CROSS (ASIA-PACIFIC) INSURANCE LIMITED** (hereinafter called “**the Company**”) for the insurance hereinafter contained and has paid the premium as consideration for such insurance, the Company hereby agrees to provide insurance in the terms of this policy.

SECTION 1 Personal Liability

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of accidental bodily injury to persons or 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 or driving range. The liability of the Company shall not exceed the limit as stated in the Schedule, including the costs and expenses incurred with the written consent of the Company.

In the event of the death of the Insured, the Company will in respect of 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 exclusions of this Policy insofar as they can apply.

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

- a) bodily injury to any member of the Insured's family or in the employ or service of the Insured except to a person casually engaged by the Insured solely for his services as a caddie.
- b) loss of or damage to property belonging to or held in trust or in the custody or control of the Insured or any member of the Insured's family, or in 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) the possession or use of any mechanically propelled vehicle.
- e) the pursuit or exercise of any trade calling business or profession, or any professional liability of professional-golfer, golf-coach, golf-instructor and golf-trainer.

SECTION 2 Personal Accident

1. 24 Hours Worldwide Personal Accident Cover

If the Insured Person shall sustain accidental bodily injury caused by violent external and visible means during the period of insurance of this policy, the Company will pay the benefits as stated in the Schedule should such injury solely and independently of any other cause, where Death or Permanent Total Disablement of the Insured results within twelve calendar months from the date of such accident.

In the event of the death of an Insured Person giving rise to a claim under this section the beneficiary shall be that person's next of kin or estate according to the laws of Hong Kong SAR unless a selected beneficiary has been stated on the Insurance Policy at the time of issue.

Permanent Total Disablement shall mean:

- a) physical separation of a hand or foot at or above the wrist or ankle, including total and irrecoverable use of hand, foot, arm or leg
- b) loss of eye including irrecoverable loss of sight

The Sum Insured in respect of dependent children age 3 to 17 and up to age 23 for full time student shall be limited to HK\$200,000.

2. Double Indemnity (for Accidental Death only)

- a) Insured / Spouse – The amount of benefit payable for Accidental Death shall be doubled for loss sustained whilst the Insured Person is playing or practising golf at any recognised golf course or driving range.
- b) Double Indemnity cover will not be provided for dependent children.

3. Triple Indemnity (for Accidental Death due to lightning strike only)

- a) Insured / Spouse – The amount of benefit payable for Accidental Death due to lightning strike shall be tripled for loss sustained whilst the Insured Person is playing or practising golf at any recognised golf course or driving range.
- b) Triple Indemnity cover will not be provided for dependent children.

The Company shall not indemnify the Insured in respect of:

- (1) accidental bodily injury arising from or contributed to by
 - a) intentional self-inflicted injury or suicide
 - b) the taking of any drug unless taken in accordance with the directions and prescription of a registered medical practitioner
 - c) pregnancy or childbirth
 - d) intoxication
 - e) illness of any kind
- (2) any person in performing duties as a member of any armed or disciplinary forces, air crews, ship crews, professional sports; or engaging in any manual labour work or hazardous work involving the use of machinery or tools
- (3) involvement in any criminal activities other than as a proven victim or a bystander.

SECTION 3 Hospital Cash Benefit

The Company will pay a daily Hospital Cash Benefit as stated in the Schedule in the event that the Insured Person suffers accidental bodily injury incurred within the insurance period whilst playing or practising golf at any recognised golf course or driving range and is necessarily confined in hospital for medical treatment.

SECTION 4 Dental Treatment Benefit

The Company will indemnify the Insured for the necessary dental treatment expenses incurred up to the sum stated in the Schedule in the event that the Insured Person suffers accidental injury by a direct blow from any person whilst playing or practising golf at any recognised golf course or driving range within the insurance period. Provided that the dental treatment must be performed within seven days after the date of accident.

SECTION 5 Golfing Equipment

The Company will indemnify the Insured against physical loss of or damage to golf equipment including golf clubs, golf bags, golf balls and umbrellas by an accident whilst in transit to or from or whilst playing or practising golf at any recognised golf club, golf course or driving range, up to the sum stated in the Schedule subject to the limit of HK\$5,000 per article for driver/fairway wood and HK\$2,500 per article for iron/putter.

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

- a) caused by or resulting from wear and tear, mildew, rot, rust, bacterial infestation, gradual deterioration or depreciation
- b) to golf balls unless contained in the golf bags and lost during transit thereto or therefrom
- c) to golf equipment left unattended
- d) in consequence of delay, confiscation or detention by customs authorities or other officials.

SECTION 6 Personal Effects

The Company will indemnify the Insured against physical loss of or damage to the personal effects other than golf equipment belonging to the Insured by fire or theft or any attempted theft whilst such property is being carried by the Insured whilst playing or practising golf at any recognised golf club, golf course or driving range, up to the sum as stated in the Schedule subject to the limit of HK\$2,000 per article.

The Company shall not be liable in respect of loss of or damage to watches, jewellery, furs, trinkets, medals, coins, articles of gold or silver, precious stones, camera/video camera, mobile phone, computer equipment, personal data assistant, money, cheques, stamps, credit cards, documents and securities of any kind.

SECTION 7 Hole-In-One

The Company will indemnify the Insured for expenses incurred in one hospitality for food and beverages up to the sum stated in the Schedule, arising from the Insured scoring

a "Hole-In-One" occurring within the period of insurance, whilst playing a competition or friendly game at any recognised golf course. The Insured shall supply the bill of hospitality expenses together with a properly authenticated certificate issued by a recognised golf club to the Company for indemnity. Provided that the hospitality must be held within 30 days after the Insured scoring the "Hole-In-One".

SECTION 8 Golf Assistance Service

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

1. Golf Course Referral and Booking Assistance

IPA will assist the Insured, whenever possible, by providing the addresses and telephone numbers of golf clubs/courses for foreign countries and securing booking for the Insured.

2. Arrangement of Emergency Medical Evacuation

Should the Insured Person suffers from bodily injury or illness such that IPA's medical team and the attending physician recommend hospitalisation in any medical facility where the Insured Person can be suitably treated, IPA will arrange for the transfer of the Insured Person to the nearest hospital appropriately equipped for such bodily injury or illness, by any appropriate transportation means with necessary medical supervision.

All service providers rendering services to the Insured Person under this Section 8 (Golf Assistance Service) are not employees, agents or servants of the Company. Accordingly, the service providers shall be responsible for their own acts, and the Insured Person shall not have any recourse or claim against the Company in connection with any services rendered by the service providers.

The Company assumes no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any service providers.

The Company and IPA shall not be held responsible for any failure to provide the "24-Hour Assistance Service" and/or delays if caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, terrorism, insurrection), adverse weather conditions, flight conditions or situations where the rendering of such service is prohibited or delayed by local laws, regulators or regulatory agencies.

The use of the "24-Hour Assistance Service" is of the Insured's own accord. All costs incurred in using the "24-Hour Assistance Service" will be at the expenses of the Insured Person. In no event shall the Company be liable under this Section 8 (Golf Assistance Service) or in the course of the provision of the "24-Hour Assistance Service" for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.

Simply call the 24-Hour Assistance Service hotline at (852) 2862 0162 and quote your policy number to request the above services.

GENERAL CONDITIONS

1. This policy, the Schedule and the Endorsements (which forms an integral part of this Policy) 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 specific meaning wherever it may appear.
2. The aggregate limit of liability of the Company in respect of any one claim or number of claims arising out of any one occurrence or of a number of occurrences within the period of insurance under this Policy shall not exceed the maximum Limits of Liability as stated in the Schedule.
3. The maximum amount payable to dependent children age 3 to 17 and up to age 23 for full time student under all sections of Benefit or Coverage shall be limited to 50% of the maximum limits as stated in the Schedule except Personal Accident the maximum amount payable under which shall be limited to HK\$200,000 and no Double or Triple Indemnity covers shall apply.
4. The due observance and fulfilment of the terms provision 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 Application shall be conditions precedent to any liability of the Company to make any payment under this Policy.
5. Family members shall mean the Insured, the spouse and their dependent children between age 3 to 17 and up to age 23 for full-time student.
6. The Insured shall take all reasonable precautions for the safety of the property insured under this Policy.
7. This Policy shall be voidable by the Company in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured.
8. If the Insured or anyone acting on his/her behalf makes any claim under this Policy knowing the claim to be exaggerated or fraudulent this Policy shall become void and all benefits forfeited.
9. In the event of any incident which may give rise to a claim under this Policy the Insured or his/her legal representatives
 - a) shall within 14 days from the date of incident give notice in writing to the Company
 - b) shall at his/her own expenses supply the Company with full particulars in writing as soon as possible and in the case of a claim under Sections 3, 4, 5, 6 & 7 not later than thirty days after the occurrence of the incident or loss or damage.
 - c) if a claim may arise under Section 1, the Insured shall notify and 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, the Insured or his/her legal representative shall at his/her own expenses furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall wherever reasonably required to do so submit to a medical examination on behalf of the Company. In the event of death of the Insured Person, the Company shall be entitled to have a post mortem examination at its own expense and notice shall when practicable be given to the Company before interment, or cremation stating the time and place of any inquest appointed.
10. The Company shall be entitled
 - a) to pay to the Insured the value of the property insured at the time of the happening of its loss or damage or the amount of such damage or at the Company's discretion to repair, reinstate or replace such property or any part thereof.
 - b) to take possession of or require to be delivered to the Company any property insured and to deal with such property in a reasonable manner but no property shall be abandoned to the Company whether taken possession or not.
 - c) 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 discretion in the conduct of any proceedings and in the settlement of any claim.
 - d) 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 Schedule 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 recoverable or incurred in respect of the conduct of such claim or claims before the date of such payment.
11. In the event of any payment made under this Policy, the Company shall be subrogated to all the Insured's right of recovery and indemnity against any third party and any amount so recovered shall belong to the Company.
12. If at the time of any claim arises under this Policy there is any other existing insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of such claim.

13. 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.
14. This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the Premium shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Company giving seven days' notice in writing to the Insured at his/her last known address and the Premium shall be adjusted on the basis of the Company receiving or retaining pro-rata premium.
15. Geographical Limit
- Hong Kong SAR
 - Anywhere in the world in respect of a temporary visit

16. Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgements which are not at the first instance delivered by or obtained from a Court of competent jurisdiction in Hong Kong SAR.

17. Sanction Limitation and Exclusion Clause - It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:
- The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured Person (or Insured Person) or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws

or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured (or Insured Person) and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.

- Without prejudice to paragraph (a) above, this Policy shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations.

GENERAL EXCLUSIONS

- The Company shall not be liable under this Policy for any loss destruction damage liability or bodily injury of whatsoever nature directly or indirectly caused by or contributed to or arising from
 - 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.
 - Volcanic eruption subterranean fire earthquake or other convulsion nature.
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. Solely for the purpose of this Exclusion combustion shall include self-sustaining process of nuclear fission;
 - nuclear weapons material.
- Age limit warranty

Unless otherwise specified on the Schedule of Benefit, the age of all Insured Persons should be from 3 to 65 years of age and renewable up to age 70.

~ END OF THIS POLICY ~