



Blue Cross 藍十字

An **AIA** Company 友邦保險成員公司

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 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.

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 exceptions 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
- 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 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.

Geographical Limit

- a) Hong Kong
- b) Anywhere in the world

Jurisdiction Clause

The indemnity 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.

SECTION 2 Personal Accident

If the Insured shall sustain accidental bodily injury caused by violent external and visible means during the period 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.

Permanent Total Disablement shall include:

- 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.

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, sickness or disease not resulting from an accident

The Sum Insured in respect of children under 18 years of age shall not exceed HK\$100,000.00

Double Indemnity

1. Insured / Spouse & Children between age 18-23 for full time student – The amount payable for Accidental Death benefit shall be doubled for loss sustained whilst the Insured Person(s) is playing or practising golf at any recognised golf course or driving range.
2. No cover for children below age 18

SECTION 3 Golfing Equipment

The Company will indemnify the Insured against loss of or damage to golfing equipment including golf clubs, golf bags, golf ball and umbrellas by an accident whilst in transit to or from or whilst practising or playing golf at any recognised golf club, course or driving range, up to the sum stated in the Schedule.

The Company shall not be liable in respect of

- a) loss or damage caused by or resulting from wear or tear or deterioration.
- b) loss of or damage to golf balls unless contained in the golf bags at the time of loss.

SECTION 4 Personal Effects

The Company will indemnify the Insured against loss of or damage to the personal effects other than golfing equipment belonging to the Insured by fire burglary housebreaking or theft or any attempt thereat whilst such property is contained in any recognised golf club, course or driving range, up to the sum as stated in the Schedule.

The Company shall not be liable in respect of loss of or damage to watches, jewellery, furs, trinkets, medals coins, money, securities, stamps documents and credit cards.

SECTION 5 Hole-In-One

The Company will pay for bar expenses up to the sum stated in the Schedule to the Insured as a result of holing out in one shot whilst playing in a competition or friendly game at any recognised golf course provided that the Insured shall supply the bill of bar expenses with a properly authenticated certificate issued by the appropriate golf club.

SECTION 6 Hospital Cash

The Company will indemnify the Insured in respect of accidental bodily injury whilst playing at any recognised golf course or driving range and is confined and hospitalised for medical treatment up to the sum as stated in the Schedule.

SECTION 7 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 address and telephone number of golf course for foreign countries and securing booking for the Insured.

2. Arrangement of Emergency Medical Evacuation

Should the Insured suffer from bodily injury or illness 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.

All service providers rendering services to the Insured under this Section 7 (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 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. In no event shall the Company be liable under this Section 7 (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 EXCEPTIONS

1. The Company 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 Company shall not be liable 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 or by
 - 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 self-sustaining process of nuclear fission;
 - b) nuclear weapons material.
3. The Company shall not be liable 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 or by Professional Golfer.
4. Unless specially extended by the Company cover under this Policy shall cease to be operative upon the Insured attaining the age of 65 years.

GENERAL CONDITIONS

1. 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 Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
2. Family members shall mean to include the Insured, the spouse and children between the ages 1-18 and up to age 23 for full-time student.
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 representatives
 - a) shall give immediate notice thereof in writing to the Company
 - b) shall at his (or their) own expenses supply the Company with full particulars in writing as soon as possible and in the case of a claim under Section 3 & 4 not later than thirty days after the occurrence of the loss or damage.
 - c) if a claim may arise under Section 1 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 claim under Section 2 without expense to the Company 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 their liability and the Insured shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Company expenses as often as the Company reasonably require.
 - e) shall give the Company all such information as the Company may reasonably require.
5. The Company 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 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 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.
6. If at 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 their ratable proportion of such claim.
7. All differences arising out 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. 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 whichever is the higher. The Policy may also be cancelled by the Company giving seven days' notice in writing to the Insured at his last known address and the Premium shall be adjusted on the basis of the Company receiving or retaining pro-rata premium.

9. Sanction Limitation and Exclusion Clause - It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:

- (a) 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 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 and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.
- (b) 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.

~ END OF THIS POLICY ~