

GOLFERS (PLUS) INSURANCE POLICY

The Proposal Form and the Declaration made by the Proposer shall be the basis of this Policy, and this Policy together with the Schedule and any Endorsements subsequently issued shall be read as if they are one document and form the contract between the Insured and CMB Wing Lung Insurance Co. Ltd. (hereinafter called the “Company”) and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

WHEREAS the Proposer on behalf of the Insured Person (not being a professional golfer) by the Proposal Form including a Declaration or by giving information which shall be the basis of this contract and be held as incorporated herein has applied to the Company for the insurance hereinafter provided and has paid or agreed to pay the premium as consideration for the insurance.

NOW THIS POLICY WITNESSETH that the Company agrees subject to the terms provisions exceptions and conditions contained herein or endorsed hereon to indemnify or compensate the Insured in respect of any of the contingencies as hereinafter defined happening during the Period of Insurance and within the Territorial Limit provided always that the due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by the Insured and the Insured Person shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Policy.

Please examine this Policy and the Schedule, and if they do not meet your requirements, or if any information is not correctly stated, kindly return this Policy and the Schedule at once to the office which issued them and ask for the corrections to be made.

GENERAL DEFINITIONS

Certain words in this Policy have special meanings. These meanings are given below or defined in the appropriate section. Whenever these words are used this is what they mean.

1. “Accident” means any sudden unforeseen and unexpected event of violent accidental external and visible nature which shall independently of any other cause be the sole and direct cause of bodily injury.
2. “Insured” means the one in whose name this Policy is issued and who is named as the Insured in the Schedule.
3. “Insured Person” means the person named as the Insured Person in the Schedule.
4. “Period of Insurance” means the period specified in the Schedule for which the Company has agreed to accept and the Insured has paid or agreed to pay the appropriate premium.
5. “Qualified and Registered Medical Practitioner” means a practitioner of western medicine duly qualified and registered as such is legally authorized by the Government with jurisdiction in the geographical area of his or her practice to render medical or surgical service, but excluding a Medical Practitioner who is the Insured Person, or the spouse, relative or business partner of the Insured Person. Business partner means a business associate who has a share in the Insured Person’s business.
6. “Qualified and Registered Dentist” means a practitioner duly qualified and registered as such is legally authorized by the Government with jurisdiction in the geographical area of his or her practice to render dental service, but excluding a Dentist who is the Insured Person, or the spouse, relative or business partner of the Insured Person. Business partner means a business associate who has a share in the Insured Person’s business.

TERRITORIAL LIMIT

1. Hong Kong and/or Macau
2. Anywhere in the world in respect of a temporary visit by the Insured Person.

SECTION 1 – THIRD PARTY LEGAL LIABILITY

The Company will indemnify the Insured Person against

- (1) All sums which the Insured Person shall become legally liable to pay for compensation in respect of:
 - (a) accidental death or bodily injury to any third party
 - (b) accidental loss of or damage to property of any third party

occurring during the Period of Insurance and caused by the Insured Person whilst and as a consequence of playing or practicing golf in any recognized golf course or driving range. Property shall mean physical property.
- (2) All costs and expenses of litigation recovered by any claimant against the Insured Person and all costs and expenses of litigation incurred with the written consent of the Company in respect of a claim against the Insured Person for compensation to which the indemnity expressed in Section 1 applies.

Provided that the liability of the Company under Section 1 for all damages, costs and expenses payable to any claimant or any number of



招商永隆保險
CMB WING LUNG INSURANCE

Golfers (Plus) Insurance
「高球樂」保險

Emergency Assistance Hotline Service
緊急支援熱線服務: (852) 2861 9293

Please mark your policy no. for reference:
請填寫保單號碼以作參考。

This service is directly provided by Inter Partner Assistance Hong Kong Ltd.
此服務是由國際救援(亞洲)公司 直接提供



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claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrence of a series consequent on or attributable to one source or original cause shall not exceed HK\$10,000,000 and in respect of any one Period of Insurance.

In the event of the death of the Insured Person the Company will in respect of the liability incurred by the Insured Person indemnify the Insured Person's legal personal representatives in the terms of and subject to the limitations of Section 1 provided that such legal personal representatives shall as though they were the Insured and the Insured Person observe fulfill and be subject to the terms exceptions and conditions of the Policy so far as they apply.

EXCEPTIONS TO SECTION 1

Section 1 does not cover any liability:

- (1) fines, penalties or liquidated damages.
- (2) assumed by the Insured Person by agreement unless such liability would have attached in the absence of such agreement.
- (3) in respect of death or bodily injury to or illness or disease of:
 - (a) any immediate family member of the Insured Person who are normally residing with him/her; or
 - (b) any person under a contract of service or apprenticeship with the Insured Person if such liability is in respect of injury or illness or disease arising out of and in the course of the employment of such person by the Insured Person or any sums payable by the Insured Person under legislation relating to occupational injury or illness or disease other than a person casually engaged by the Insured Person solely for his services as a caddie.
- (4) in respect of loss of or damage to property:
 - (a) belonging to the Insured Person; or
 - (b) in trust or in the custody or under the control of the Insured Person or any servant or agent of the Insured Person.
- (5) in respect of injury loss or damage caused by or arising from the ownership possession driving or use of:
 - (a) any aerial or spatial device (including but not limited to aircraft and/or aeroplane) or vessel or watercraft or their accessories and spare parts; or
 - (b) any mechanically propelled vehicles (including but not limited to motor cycles) or their accessories and spare parts but except unlicensed golf carts, golf trolleys or electronic driven golf buggies
- (6) whether by the Insured Person and/or by his/her servant(s) or agent(s).
 - (a) any aerial or spatial device (including but not limited to aircraft and/or aeroplane) or vessel or watercraft or their accessories and spare parts; or
 - (b) any mechanically propelled vehicles (including but not limited to motor cycles) or their accessories and spare parts but except unlicensed golf carts, golf trolleys or electronic driven golf buggies
- (7) consequent upon 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 – GOLFING EQUIPMENT (INCLUDING CLUBS BAGS AND CADDIE CARS)

The Company will indemnify the Insured Person in respect of Golfing Equipment belonging to the Insured Person against any unforeseen sudden accidental physical loss or physical damage happening in any recognized golf course or driving range or in transit thereto or therefrom unless the cause is specifically excluded. Settlement of claims may be made at our option by cash payment or reinstatement or repair or replacement as new but not better than new. Unless shown separately on the Schedule, the liability of the Company under Section 2 in respect of loss of or damage to any one item shall not exceed HK\$3,000 and in respect of all loss or damage occurring during any one Period of Insurance shall not exceed HK\$20,000.

“Golf Equipment” means golf bags, golf balls (but excluding golf balls in play), golf clubs, umbrellas, trolley and caddie cars (other than licensed self-propelled caddie cars).

EXCESS : Unless specifically mentioned, an Excess of HK\$250 is to be applied in respect of each and every claim under Section 2.

SECTION 3 – PERSONAL EFFECTS

The Company will indemnify the Insured Person in respect of Personal Effects (other than Golf Equipment) belonging to the Insured Person against any unforeseen sudden accidental physical loss or physical damage happening in any recognized golf course or driving range unless the cause is specifically excluded. Settlement of claims may be made at our option by cash payment or reinstatement or repair or replacement as new but not better than new. Unless shown separately on the Schedule, the liability of the Company under Section 3 in respect of loss of or damage to any one item shall not exceed HK\$1,000 and in respect of all loss or damage occurring during any one Period of Insurance shall not exceed HK\$10,000.

“Personal Effects” means articles of personal use specifically designed to be worn or carried, belonging to the Insured Person but excluding contact lenses and mobile phones.

EXCESS : Unless specifically mentioned, an Excess of HK\$250 is to be applied in respect of each and every claim under Section 3.

EXCEPTIONS TO SECTIONS 2 AND 3

Sections 2 and 3 do not cover loss or damage caused by or resulting from:

- (a) wear and tear or gradual deterioration or depreciation;
- (b) mildew, rust, corrosion, denting, scratching, rust, insects or vermin;
- (c) seizure or destruction under customs regulation, confiscation by order of any Government or Custom Authorities;
- (d) any process of cleaning, altering or repair;
- (e) electrical or mechanical breakdown derangement overloading or failure;

Worldwide Emergency Assistance Service 全球緊急支援服務

Emergency Medical Assistance Services

- Medical Evacuation
- Repatriation After Treatment
- Repatriation of Mortal Remains / Ashes
- Compassionate Visit by a relative or designated person
- if the Insured Person is confined in overseas hospital for more than 10 consecutive days
- Return of Unattended Dependent Child(ren) to HK
- Deposit/Guaranteeing of Hospital Admission
- Hotel Room Accommodation for Convalescence
- Unexpected Return of the Country of Residence
- Dispatch of Physician

緊急醫療支援服務

- 醫療運送
- 接受治療後護送返回原居地
- 遺體/骨灰送返原居地
- 如受保人在外地住院連續10日以上，安排一位親戚或指派人土探望
- 護送無人照顧的受供養子女返回香港
- 入院按金保證
- 恢復期間酒店房住宿
- 突然需返回原居地
- 派遣醫療人員

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Please refer to the policy for detailed provisions
詳情請參閱保單內條款

- (f) inherent fault or defective workmanship, defective material or design;
- (g) mysterious disappearance or unexplained loss;
- (h) loss of or damage to contact lenses or mobile phones from whatsoever cause;
- (i) loss of or damage to golf balls whilst in play from whatsoever cause;
- (j) loss of or damage to watches, jewellery, furs, medals, coins, money, credit cards, cheques, stamps, documents, securities of any kind from whatsoever cause; and
- (k) claims in respect of any property more specifically insured or any claim which but for the existence of this Policy would be recoverable under any other private or Government insurance policy, fund or scheme.

SECTION 4 – “A HOLE-IN-ONE”

The Company will pay the Insured Person an amount of HK\$6,000 in respect of any one event and in aggregate for the Period of Insurance as a result of the Insured Person achieving the feat popularly known as “a Hole-In-One” provided that the feat is properly witnessed in accordance with the practice of a recognized golf club (with 18 holes or a total par of 68 or above) whereon the game was being played and a certificate of the same is provided by the recognized golf club.

SECTION 5 – PERSONAL ACCIDENT

The Company will pay the Insured Person or in the event of his death to his legal personal representatives the compensation amount stated hereunder if during the Period of Insurance the Insured Person shall sustain bodily injury caused solely and directly by Accident resulting in the Insured Event within (12) consecutive months from the date of such Accident whilst playing or practising golf in any recognized golf course or driving range.

INSURED EVENT	COMPENSATION AMOUNT (HK\$)	
	The Insured Person who is aged from 18 and up to the attainment of 71 years of age	Insured Person who is aged from 12 and up to the attainment of 18 year of age
(a) Death	\$500,000	\$200,000
(b) Total and permanent loss of all sight in one eye or both eyes	\$500,000	\$200,000
(c) Total loss by physical severance or total and permanent loss of use of both hands or both feet or of one hand or one foot	\$500,000	\$200,000
(d) Temporary disablement resulting in the Insured Person being entirely prevented from engaging in or attending to his usual occupation or profession	\$500 per week subject to a maximum period not exceeding 104 weeks	Not Covered

PROVISIONS

- (1) No compensation shall be payable under Section 5:
 - (a) in respect of bodily injury sustained by the Insured Person in which such accident occurs the Insured Person is under 12 (twelve) or over 70 (seventy) years of age.
 - (b) under the Insured Event (b) and (c) unless satisfactory proof has been given to the Company that the disablement will in all probability continue for the remainder of the Insured Person’s life.
- (2) In the event of a valid claim giving right to compensation under any one of the Insured Events (a) to (c) all liability of the Company under Section 5 shall be thenceforth cease.

EXTENSIONS

- (1) Funeral Cremation and Repatriation Expenses

The Company will pay the funeral cremation and repatriation expenses necessarily incurred and supported by receipted accounts from a recognized undertaker/airline transporter (but only to the extent that they are not recoverable from any other source) to the maximum claim payment amount of HK\$20,000 in respect of death of the Insured Person for whom compensation is payable under Section 5.
- (2) Reimbursement of Golf Club Membership Monthly Service Fees

In the event of a valid claim under the Insured Event (d) as described in Section 5, the Company will reimburse the Insured Person the monthly service fees payable under his golf club membership agreement up to a maximum amount of HK\$5,000 per disability provided that

 - (a) The first 30 days following such temporary disablement is not covered.
 - (b) The claim payment will be pro-rated for the period the Insured Person is unable to utilize the golfing facility of his membership due to incapacity.

SECTION 6 – HOSPITAL CASH BENEFIT

In the event that the Insured Person is Hospitalized for more than three (3) consecutive days for treatment of bodily injury sustained during the Period of Insurance caused by an Accident whilst playing or practising golf in any recognized golf course or driving range, a daily cash benefit of HK\$500 is payable for each day of confinement starting from the first day of confinement subject to a maximum limit of HK\$20,000 per any one Period of insurance.

“Hospitalized” means being confined in a hospital for medical treatment for a minimum period of twenty-four (24) hours upon the recommendation of a Qualified and Registered Medical Practitioner for continuous stay in the hospital prior to his/her discharge, and such confinement shall be evidenced by a daily room and board charge by the hospital. One (1) day of confinement shall mean a period for which a hospital makes a charge for room and board.

SECTION 7 – MEDICAL EXPENSES DUE TO ACCIDENT

The Company will indemnify the Insured Person for reasonable medical expenses necessarily incurred within 12 consecutive months as from the date of an Accident whilst playing or practising golf in any recognized golf course or driving range and supported by receipted accounts from a Qualified and Registered Medical Practitioner for treatment of bodily injury caused by an Accident during the Period of Insurance. The maximum limit under Section 7 is HK\$10,000 in aggregate during the Period of Insurance.

“Medical Expenses” means reasonable expenses necessarily incurred as a result of sustaining bodily injury and paid by the Insured Person to a Qualified and Registered Medical Practitioner, surgeon, hospital and/or ambulance service for medical, surgical, nursing home charges and the costs of other treatment including the cost of medical supplies, ambulance hire and X-ray but excluding the costs of dental treatment. All treatments must be prescribed and a diagnosis is evidenced in writing by a Qualified and Registered Medical Practitioner in order for expenses to be reimbursed under this Policy.

SECTION 8 – DENTAL TREATMENT

The Company will indemnify the Insured Person for reasonable dental treatment expenses necessarily incurred as a result of accidental injury caused by a direct hit by a golf ball or golf club whilst playing or practising golf in any recognized golf course or driving range provided that the dental treatment must be performed within 14 days after the accident and supported by receipted accounts from a Qualified and Registered Dentist for treatment of such injury during the Period of Insurance. The maximum limit under Section 8 is HK\$5,000 in aggregate during the Period of Insurance.

EXCEPTIONS TO SECTIONS 5, 6, 7 AND 8

This Policy does not cover death, bodily injury, disablement, expenses and/or losses directly or indirectly arising out of, caused by, resulting from or in connection with the following:

- (1) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat, whether sane or insane, fighting (except bona fide self defence), murder, provoked assault, resistance to arrest, kidnap or ransom;
- (2) under the effect or influence of alcohol or narcotics or drugs not prescribed by a legally Qualified and Registered Medical Practitioner;
- (3) any illegal or unlawful act and/or violation or attempted violation of the law by the Insured Person;
- (4) pre-existing injuries, medical condition, physical or mental defects or infirmity;
- (5) pregnancy, childbirth or miscarriage, venereal disease or AIDS (Acquired Immune Deficiency Syndrome); and
- (6) any kind of sickness or disease howsoever caused.

FREE EXTRA BENEFITS UNDER THE POLICY – WORLDWIDE EMERGENCY ASSISTANCE SERVICE

The Worldwide Emergency Assistance Service is separately provided by Inter Partner Assistance Hong Kong Limited (hereinafter called “IPA”). The Company accepts no liability for the services provided by IPA or their availability. The types and limit of services provided by IPA are subject to the “Provisions for Worldwide Emergency Assistance Services” attached to this Policy.

GENERAL EXCEPTIONS APPLYING TO ALL SECTIONS

1. This Policy does not cover death, injury, disablement, medical or surgical expense and/or losses directly or indirectly arising out of, caused by, resulting from or in connection with the following:
 - (a) any judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong;
 - (b) any wilful, malicious or deliberate act by the Insured Person;
 - (c) engaging in a golf game and/or golfing activity in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;
 - (d) any gradually operative cause, seepage, pollution and contamination;
 - (e) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power; and
 - (f) claims directly or indirectly occasioned by, happening through, or in consequence of nuclear fission, nuclear fusion, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or nuclear weapons material.
2. **WAR AND CIVIL WAR EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this Policy or any Endorsement thereto it is agreed that this insurance excludes any liability assumed by the Insured Person on loss, damage, death, injury, illness, cost or expenses of whatsoever nature directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

3. TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, death, injury, illness, 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 endorsement 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), 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.

This endorsement also excludes loss, damage, death, injury, illness, 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.

If the Company alleges that by reason of this exclusion, any loss, damage, death, injury, illness, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This exclusion clause excludes Nuclear Energy Risks, for all purpose of this exclusion the term "Nuclear Energy Risks" shall mean all first party and/or third party insurances (other than Workers' Compensation or Employers' Liability) in respect of:

- (i) All Property on the site of a nuclear power station.
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (ii) All Property, on any site (including but not limited to the sites referred to in (i) above) used or having been used for:
 - (a) the generation of nuclear energy or
 - (b) the Production, use or Storage of Nuclear Material.
- (iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (iv) The supply of goods and services to any of the sites, described in (i) to (iii) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (i) to (iii) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1. The provision of any insurance whatsoever in respect of:
 - (a) Nuclear Material,
 - (b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
2. The provision of any insurance for the undernoted perils:
 - fire, lightning, explosion;
 - earthquake;
 - aircraft and other aerial devices or articles dropped therefrom;
 - irradiation and contamination;
 - any other perils insured by the relevant local Nuclear Insurance Pool and/or Association,

in respect of any other property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:

- (i) nuclear fuel, other than natural uranium and depleted uranium, capable of production energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste.

“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means:

- (i) any Nuclear Reactor;
- (ii) any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Productions, Use or Storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials or whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- (i) for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

5. CYBER RISKS EXCLUSION CLAUSE

This insurance does not cover:

- loss, corruption or destruction of data, coding programme or software and/or,
- unavailability of data and malfunction of hardware, software and embedded chips and/or,
- business interruption losses resulting therefrom

unless they are as a direct consequence of an otherwise insured physical damage.

6. SANCTION LIMITATION AND EXCLUSION CLAUSE

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide 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 sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

7. ASBESTOS EXCLUSION CLAUSE

Notwithstanding anything contained to the contrary, this insurance does not apply to and does not cover any actual or alleged liability for bodily injury (including illness, disease or death), personal injury or property damage (including loss of use of property) directly or indirectly contributed to, arising out of or resulting from:

- (A) mining, processing, testing, remediation, transportation, disposal, sale, use, removal, distribution and/or storage of asbestos or any materials containing asbestos;
- (B) manufacture of asbestos products;
- (C) the existence of or exposure to asbestos or asbestos containing materials.

The above subsections (A), (B) & (C) exclusion apply only to those claims arising in consequence of inhalation and/or ingestion of asbestos fibre or damage to or loss of use of property due to the presence of asbestos or any materials containing asbestos in whatever form or quantity.

CONDITIONS APPLYING TO ALL SECTIONS

1. DUTY OF CARE

The Insured Person shall act in prudent manner and exercise reasonable care to prevent accidents, injury, loss or damage and for the safety and supervision of his property as if uninsured.

2. MISREPRESENTATION/FRAUD

If the Proposal Form and/or Declaration of the Proposer/the Insured Person is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression then in any of these cases this Policy shall be void.

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the benefit under this Policy, the Company shall have no liability in respect of such claim.

3. AGE LIMIT

Unless specially agreed to the contrary, the Insured Person must be aged between twelve (12) and sixty-five (65) years of age on the first commencement date of the Policy and renewal is allowed up to the age of seventy (70) years of age. Coverage of this Policy shall automatically terminate at the date when the Insured Person attains the age of seventy-one (71) years of age upon policy anniversary.

4. CANCELLATION OF POLICY

(a) By the Company

The Company may cancel this Policy at any time during the Period of Insurance by sending at least seven (7) days' prior written notice by way of Notice of Termination to the Insured's last known address. In such event, the Insured shall be entitled to a pro-rata refund of the premium corresponding to the unexpired portion of the Period of Insurance.

(b) By the Insured

The Insured may cancel this Policy at any time by sending seven (7) days' written notice to the Company, the Insured shall be entitled to a refund premium computed in accordance with the refund premium table provided that no claim has been made during the covered period and subject to a minimum premium of HK\$400 per policy.

Covered Period	Refund Premium
Not exceeding 1 month	90% of paid premium
2 months	80% of paid premium
3 months	70% of paid premium
4 months	60% of paid premium
5 months	50% of paid premium
6 months	40% of paid premium
7 months	30% of paid premium
8 months	20% of paid premium
9 months	10% of paid premium
Over 9 months	No refund

5. RENEWAL

This Policy is renewable from year to year by mutual agreement between the Insured and the Company but in any case will be subject to review or revision at the end of the Period of Insurance. The Company reserves the right to amend any terms and conditions, including but not limited to the premium rates or compensation benefits or exclusions of this Policy at the time of renewal of any policy year of this Policy. The Company will not be obliged to reveal the reasons for such amendments or non-renewal.

Automatic Renewal

This Policy can be arranged to be automatically renewed with the consent of the Company provided that there is no outstanding premium payment and the relevant renewal premium has been debited from the bank account or credit card account according to the Company's record, before the effective date of next policy year. It is the duty of the Insured to ensure the bank account or credit card details given to the Company for paying the renewal premium have not changed and remain valid at the time of the renewal.

6. CLAIMS CONDITIONS

The Insured shall give notice in writing to the Company immediately upon receiving notice of or sustaining any accident loss or damage likely to give rise to a claim but in any event within one (1) calendar month from the date of occurrence or date of discovery. A detailed statement in writing describing the occurrence shall be delivered to the Company.

It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expense furnish to the Company such report, information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company, including but not limited to:

(a) For claims under Section 1 – Third Party Legal Liability

- (i) The Insured shall give immediate notice of any impending prosecution inquest fatal injury or civil proceedings in connection with the occurrence and shall send to the Company immediately every letter, claim, writ or summons when it is received.
- (ii) No admission of liability or offer or promise or payment shall be made without the Company's written consent.
- (iii) The Company shall be entitled at its discretion to take over and conduct in the name of the Insured the defense or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required.

(b) For claims under Section 2 – Golfing Equipment and Section 3 – Personal Effects

The Insured shall provide to the Company a detailed statement of loss, purchase receipt of lost or damaged item, a copy of immediate notification to carrier and his/her acknowledgement when loss or damage has occurred in transit (only for claims under Section 2). In the case of burglary, robbery, theft or malicious act, the Insured shall give immediate notice to the Police and provide to the Company a certified copy of police report. Reports to the Police must be made within 24 hours of the discovery of such loss.

(c) For claims under Section 4 – “A Hole-In-One”

The Insured shall supply to the Company a copy of “A Hole-In-One” certificate issued by the recognized golf club.

(d) For claims under Section 5 – Personal Accident

- (i) Hospital and physician reports giving details of the nature of the accident and extent and period of disability, police reports where relevant and in the event of death a duly certified (or notarized copy when requested by the Company) copy of the death certificate and the relevant coroner's report.

- (ii) The death of the Insured Person shall be established by an official death certificate or in the event of his/her disappearance following an accident, by a court order presuming his/her death.
 - (iii) The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in case of death, upon reasonable notice to the Insured Person's personal representative to have a post mortem examination of the body.
- (e) For claims under Section 6 – Hospital Cash Benefit, Section 7 – Medical Expenses Due to Accident and Section 8 – Dental Treatment Cover

All payment receipts relevant to the claim, a full physician's or dentist's report stipulating:

- (i) The diagnosis of the condition treated;
- (ii) the period and date when the disability commenced in the physician's opinion (only for claims under Section 6); and
- (iii) the physician's summary of the course of treatment including medicines prescribed and services rendered.

7. BURDEN OF PROOF

If the Company has prima facie evidence that by reason of the provisions of any exclusions, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured and/or the Insured Person.

8. SALVAGE

The Company has the right to the salvage of any insured property which is the subject of the claim.

9. DISCHARGE OF LIABILITY

The Company may at any time pay to the Insured and/or Insured Person the Limit of Indemnity 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 Company 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 Company shall not be responsible for any loss alleged to have been sustained by the Insured Person in consequence of any action or omission of the Company in connection with such claim or proceedings.

10. SUBROGATION

The Company has the right to proceed at the Company's own expense in the name of the Insured against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

11. WAIVER OF CLAIMS

The Insured shall not become a party to any agreement the effect of which is that the Insured waives, limits or qualifies any claim in any way which he/she would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on his/her part for which indemnity is provided by this Policy.

12. OTHER INSURANCE

If at the time of any claim arising under this Policy there is any other insurance covering the same risk or any part thereof the Company shall not be liable for more than its ratable proportion thereof (except under Sections 4, 5 and 6).

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE CLAUSE

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

14. ARBITRATION

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is 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. If the Company shall disclaim liability to the Insured and/or Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

15. JURISDICTION CLAUSE

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong whether by way of reciprocal agreement or otherwise.

16. GOVERNING LAW

This Policy is subject to the exclusive jurisdiction of Hong Kong and is construed according to the Laws of Hong Kong.

招商永隆保險有限公司
CMB Wing Lung Insurance Company Limited

招商永隆銀行有限公司全資附屬公司
A Wholly Owned Subsidiary of CMB Wing Lung Bank Limited

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