

# United Insurance Company of Vietnam

## **GOLFER'S INDEMNITY INSURANCE**

*(Promulgated together with Decision No.41/UIC/BOD-2010 dated 08<sup>th</sup> Jul 2010 of BOD of United Insurance Company of Vietnam)*

WHEREAS the Insured named in the Schedule hereto has applied to United Insurance Company of Vietnam (hereinafter called "the Company") a proposal and declaration which is declared to be the basis of this contract and held as incorporated herein.

NOW THIS POLICY WITNESSETH that in considerate of the Insured having paid or agreed to pay the Company the premium mentioned in the said Schedule

The Company hereby agrees (subject to the Term Limitations Exclusions and Conditions contained herein or endorsed or otherwise expressed hereon) that if during the Period of Insurance stated in the said Schedule or during any further period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy the Insured shall incur liability or shall sustain loss or damage or bodily injury in the circumstances provided for by this Policy and defined herein the Company will compensate the Insured in the manner hereinafter described.

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## SECTION I - LIABILITY TO THE PUBLIC

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

1. Accidental bodily injury or death to any person
2. Accidental damage to property caused by the Insured's negligence whilst playing or practising on any Golf Course or Driving Range.

Provided always that the liability of the Company for compensation payable in respect of any one accident or series of accidents occurring in connection with or arising out of one event shall not exceed the amount specified in the Schedule as the Limit of Indemnity any one accident.

The Company will in addition be responsible for all costs and expenses

1. recovered by any claimant against the Insured
2. incurred by the Insured with our written consent.

### EXCLUSIONS TO SECTION I

(1) death or bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such death or injury engaged in and upon the Insured's service (a person casually engaged by the Insured solely for his/her services as a caddie excepted)

(2) damage to property belonging to or in the Insured's charge or control or any member of the Insured's family or household or in the charge of or under the control of any person in the Insured's service but this exclusion shall not apply to the buggy rented by Insured and whilst used in the Golf Course

(3) 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.

### JURISDICTION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided herein shall not apply to:-

1. Compensation for damage in respect of judgments not in the first instance delivered by or obtained from a court of competent jurisdiction within Vietnam.
2. Costs and expenses of litigation recovered from the Insured by any claimant or claimants which are not incurred in and recoverable Vietnam.

## SECTION II -- GOLFING EQUIPMENT

The Company will indemnify the Insured against any accidental physical loss or damage to Insured's golfing equipment (golf clubs, golf bags and golf trolleys) within the Territorial Limits as stated in the Schedule of the Policy.

The Company may at its own option repair reinstate or replace such loss or damage or pay in cash the amount of the loss or damage.

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## EXCLUSIONS TO SECTION II

The Company shall not be liable for loss or damage

- (1) caused by or resulting from wear and tear or depreciation
- (2) personal effects (indemnify under Section III)
- (3) loss or theft of property, left unattended in a public place (other than at any Golf Course or Driving Range) or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property except when such property is in the service of third party primarily for the purpose of safekeeping storage and deposit
- (4) loss by Theft not consequence upon actual forcible and violent entry into or exit from a securely locked vehicle.

## SECTION III - PERSONAL EFFECTS

The Company will indemnify the Insured up to an amount not exceeding that specified in the Schedule as the Sum Insured against loss or damage by Fire or Theft or attempted theft of Personal Effects whilst in or about any Golf Club House or Caddie Master's Hut or Professional's Shop at any Golf Course or Driving Range.

The Company may at its own option repair reinstate or replace such loss or damage or pay in cash the amount of the loss or damage.

## EXCLUSIONS TO SECTION III

The Company shall not be liable for loss or damage

- (1) of cash, cash cards, credit cards, banknotes, securities, bonds, stamps or documents of any kind
- (2) of watches, jewelleries, accessories of any kinds spectacles, contact lenses, dentures
- (3) of camera, tape recorder, portable telephones or any electronic equipment and the like
- (4) caused by or resulting from wear and tear, denting or scratching, moth or vermin, depreciation
- (5) for the first USD 30.00 of each and every claim each Insured Person.

## SECTION IV - PERSONAL ACCIDENT

If the Insured shall sustain bodily injury caused by violent, accidental, external and visible means whilst on any Golf Course or Driving Range the Company will pay to the Insured or to his legal personal representatives the compensation herein specified provided such injury shall solely and independently of any other cause result in:-

Percentage payable of

ITEM Capital Sum Insured

- (1) DEATH - occurring within 180 days of bodily injury as aforesaid .....100%
- (2) PERMANENT DISABLEMENT:

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(a)	Loss of two limbs .....	100%
(b)	Loss of both hands, or of all fingers and both thumbs .....	100%
(c)	Total loss of sight of both eyes .....	100%
(d)	Total paralysis .....	100%
(e)	Injuries resulting in being permanently bedridden .....	100%
(f)	Any other injury causing permanent total disablement .....	100%
(g)	Loss of arm at shoulder .....	100%
(h)	Loss of arm between shoulder and elbow .....	100%
(i)	Loss of leg - at hip.....	100%
	between knee and hip .....	100%
	below knee .....	50%
(j)	Loss of arm at elbow .....	50%
(k)	Loss of arm between elbow and wrist .....	50%
(l)	Loss of hand at wrist .....	50%
(m)	Loss of four fingers and thumb of one hand .....	50%
(n)	Loss of four fingers .....	35%
(o)	Loss of thumb -both phalanges .....	25%
	one phalanx .....	10%
(p)	Loss of index finger -three phalanges .....	10%
	two phalanges.....	8%
	one phalanx .....	4%
(q)	Loss of middle finger -three phalanges .....	6%
	two phalanges .....	4%
	one phalanx .....	2%
(r)	Loss of ring finger -three phalanges .....	5%
	two phalanges .....	4%
	one phalanx .....	2%
(s)	Loss of little finger -three phalanges .....	4%

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	two phalanges .....	3%
	one phalanx .....	2%
(t)	Loss of metacarpals	
	-first or second (additional) .....	3%
	third, fourth or fifth (additional) .....	2%
(u)	Loss of toes	
	-all.....	15%
	great, both phalanges .....	5%
	great, one phalanx .....	2%
	other than great, if more than one toe lost, each .....	1 %
(v)	Eye: Loss of	
	- Wholeeye .....	30%
	Sight of .....	30%
	sight of, except perception of light .....	30%
	lens of .....	20%
(w)	Loss of hearing	
	-both ears .....	50%
	one ear .....	7%
(x)	Loss of speech .....	50%
(3)	Daily Cash Allowance .....	USD 30.00

per day for a period not exceeding 180 days from the happening of the event

### **DEFINITIONS**

1. "Injury" means bodily injury resulting solely and directly from accident caused by violent external and visible means which shall directly and independently of any other cause result in death, loss or disablement as described hereunder.
2. "Death" means bodily injury which within 180 days from the occurrence thereof shall solely and directly cause the death of the Insured.
3. "Permanent Total Disablement" means bodily injury which shall solely and directly totally disable and prevent the Insured from permanently attending to either the profession or occupation in which he was engaged immediately preceding the occurrence of the injury or any profession or occupation which he is suited by training, qualification or experience and which lasts 180 days and at the expiry of that period being beyond hope of improvement as certified by a qualified and registered medical practitioner.
4. "Loss of Limb" means bodily injury which within 180 days from the occurrence thereof shall solely and directly cause or necessarily result in the loss by physical severance at or above the wrist or ankle, or permanent loss of use, of one or both hands or feet.

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5. "Loss of Fingers or Toes" means bodily injury which within 180 days from the occurrence thereof shall solely and directly cause or necessarily result in the loss by physical severance or permanent loss of use of one or more phalanges of a thumb, finger, metacarpal, metatarsal or toe.

6. "Loss of Sight" means bodily injury which within 180 days from the occurrence thereof shall solely and directly cause or necessarily result in the total and irrecoverable loss of all sight to one or both eyes.

7. "Daily Cash Allowance" means the daily cash allowance payable to the Insured upon injury sustained due to an accident for medical treatment for a period not exceeding 180 days. Provided always that such treatment(s) is/are substantiated with medical bills/receipts or any other documentary evidence certified by a registered medical practitioner qualified and licensed to practice western medicine.

### **LIMITS OF LIABILITY**

The Insured shall not be entitled to compensation under more than one item in respect of the same injury.

The total sum payable under this Section in respect of the consequences of any one or more accidents shall not exceed in all in any one Period of Insurance the largest sum insured under any one of the items contained in the Table or added to this Policy by the Endorsement.

### **EXCLUSIONS TO SECTION IV**

The Company shall not be liable to pay any compensation or benefit under this Policy in respect of death or bodily injury or disablement consequent upon or resulting from:-

1. intentional self injury, wilful exposure to needless peril or the Insured committing or attempting to commit suicide;
2. the Insured being under the influence of intoxicants including alcohol or drugs unless taken in accordance with the prescription of a registered medical practitioner.
3. the Insured being in a state of insanity
4. childbirth or pregnancy of the Insured;
5. illness or disease (not resulting from accidental bodily injury);
6. any naturally occurring condition or degenerative process;
7. any gradually operating cause;
8. or is contributed to by or attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness include AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused.

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## SECTION V - HOLE-IN-ONE & ALBATROSS

If the Insured shall make Hole in One stroke or Albatross stroke while the Insured plays more than nine Holes accompanied by more than two players & one caddy in any Golf Course which has more than 35 Par, the Company shall pay the full amount of the Sum Insured stated in the Schedule to the Insured. In the event of claim under this Section, it is mutually agreed to reinstate the Sum Insured to an amount stated in the Schedule from the time of Hole in One stroke or Albatross stroke up to the expiry of the insurance.

## **EXCLUSIONS TO ALL SECTIONS**

The Company shall not be liable by virtue of this Policy in respect of

1. professional golf players
2. the wilful act or wilful negligence of the Insured or any other person with the connivance of the Insured
3. injury, loss or damage arising outside the Territorial Limits specified in the Schedule
4. injury loss or damage arising directly or indirectly of war invasion act of foreign enemy hostilities (whetherwar be declared or not) civil war rebellion revolution,terrorism insurrection or military naval or usurped power
5.
  - a. any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from 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 exclusion combustion shall include any self-sustaining process of nuclear fission
6. The indemnity or compensation provided by this Policy shall not apply to nor include any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

## **CONDITIONS**

### 1. DUE OBSERVANCE

The due observance and fulfilment of the terms provisos 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 said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

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## 2. OBLIGATION OF THE INSURED

The Insured shall undertake all necessary and reasonable proper precautions for the safety of the general public and shall comply with all statutory requirements and with all bye-laws and regulations imposed by any public authority.

## 3. FORFEITURE

If a claim be made by or on behalf of the Insured which shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefits hereunder shall be forfeited.

## 4. WRITTEN CONSENT

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written authority of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

## 5. CONTRIBUTION

If at the time any claim is made under the Policy there is any other existing insurance effected by the Insured or by any other person on his behalf covering the same losses or damages this Company shall not be liable (except under Section IV & V) to pay or to contribute more than its ratable proportion of such losses damages compensation costs or expense.

## 6. CANCELLATION

This Policy may be cancelled at any time by seven (7) days' notice by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro-rata portion of the premium for the unexpired part of the Period of Insurance. The Policy may be cancelled at any time by the Insured by giving seven (7) days' notice to the Company and provided no claim has arisen during the then current Period of Insurance the Insured shall be entitled to a return of premium subject to the Company's short period rates for the period the Policy has been in force.

## 7. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured 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.



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## **CLAIMS PROCEDURE**

### **APPLICABLE TO ALL SECTIONS**

in the event of any happening which may give rise to a claim under this Policy, the Insured shall

- (1) give the Company written notice immediately
- (2) at the Insured's expense supply the Company with full particulars in writing as soon as possible and in the case of a claim under Section II and III not later than thirty (30) days after the occurrence of the loss or damage
- (3) notify or forward every letter claim writ summons or process to the Company immediately on receipt
- (4) notice shall also be given in writing to the Company immediately the Insured or his legal personal representatives shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this Policy.
- (5) in case of theft or loss give immediate notice to the police and take all practicable steps to cause the discovery and punishment of any guilty person and to trace and recover the property.

### **APPLICABLE TO SECTION IV**

In the event of a claim arising under Section IV of this Policy the Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured from time to time or in the case of death upon reasonable notice to the Insured's personal representatives to have a post mortem examination of the body.

### **APPLICABLE TO SECTION V**

On the happening of a Hole-in-One or Albatross claim under Section V of this Policy the Insured shall:

- (1) give immediate notification to the Company. In no case shall the Company be liable for any loss or damage not notified to the Company within fourteen (14) days after the event
- (1) submit a properly authenticated certificate issued by the appropriate golf club
- (2) within six (6) months from the Achievement Date submit in writing full particulars of any claim and give the Company all such proofs and information with respect to the claim as may be reasonably required.

### ***DUTY OF DISCLOSURE***

*We would remind you that you must disclose to us fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your policy.*