



Golfer's Worldwide Protector
Policy
高爾夫球保險

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QBE Hongkong & Shanghai Insurance Limited welcomes you as a policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

You are required to disclose to us, fully and faithfully, all the facts which you know or ought to know, otherwise, the policy issued hereunder may be void and you may not receive any benefit from your policy.

1. Cover

In consideration of the proposal and declaration(s) made by the Insured on behalf of the Insured Person(s), which shall form the basis of this contract, and the payment of premium, QBE Hongkong & Shanghai Insurance Ltd. (hereinafter called "The Company") shall subject to the terms, conditions and exclusions contained herein or endorsed hereon pay The Benefits to the Insured Person or in the case of his death to his legal personal representative if any of the covered circumstances referred to in this Policy occurs during the Period of Insurance provided that the due observance and fulfilment of all the terms and conditions shall be a condition precedent to the right to recover under this Policy.

The maximum amount payable under each of The Benefits shall not exceed the sum insured or limits stated in the Policy during the Period of Insurance.

2. Summary of your Benefits

Benefits	Sum Insured (HK\$)
1. Personal Accident	1,000,000
2. Personal Liability	5,000,000 Compensation for legal liability occurring within the territory of the United States of America or the Dominion of Canada subject to a maximum of HK\$1,500,000
3. Golfing Equipment	25,000
4. Personal Effects	5,000
5. Hole in One (per event)	5,000 (per event)
6. 24-Hour Worldwide Emergency Assistance	Hotline & referral service

3. Definitions

Applicable to all sections of this Policy

- 3.1 **"Accident"** means an unforeseen, unexpected and involuntary event which happens by chance.
- 3.2 **"Acquired Immune Deficiency Syndrome" or "AIDS"** wherever used in this Policy shall have the meaning assigned to it by the World Health Organization. AIDS includes Opportunistic Infection, Malignant Neoplasm or any disease or sickness in the presence of a sero-positive test for Human Immune Deficiency Virus (HIV).

- a) **"Opportunist Infection"** shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.
- b) **"Malignant Neoplasm"** shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disability, in the presence of Acquired Immune Deficiency.
- c) **"AIDS"** shall include HIV encephalopathy (dementia) and HIV wasting syndrome.

3.3 **"Acts of Terrorism"** means an act(s) or threat(s) thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

3.4 **"Hospital"** means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which:

- a) has organized facilities for diagnosis, treatment and major surgery;
- b) provides twenty-four (24) hours a day nursing services by registered graduate nurses;
- c) is under the supervision of a Registered Medical Practitioner; and
- d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

3.5 **"Injury"** means bodily injury sustained by the Insured Person within the Period of Insurance and is caused by an Accident, solely and independently of any other causes excluding causes due to Sickness, bacterial or viral infection not occurring through an accidental cut or wound.

3.6 **"Insured"** means the policyholder who applies for this Policy.

3.7 **"Insured Person"** means the person(s) covered by this Policy and specified in the Schedule.

3.8 **"Overseas"** means destination(s) outside the territorial boundaries of Hong Kong.

- 3.9 **"Period of Insurance"** means the period specified in the Schedule (at Hong Kong time).
- 3.10 **"Policy"** means this policy document which includes any endorsement or other document issued by the Company setting out the terms and conditions attached or intended to be attached to this insurance.
- 3.11 **"Pre-existing Medical Conditions"** refers to any Injury, Sickness or medical (including pregnancy)/ dental condition already existed or with sign or symptom presented whether the Insured Person is or should have reasonably been aware of before the effective dates of respective sections of coverage under this Policy.
- 3.12 **"Registered Medical Practitioner"** means any person legally authorized by the Government with jurisdiction in the geographical area of his practice to render medical or surgical service, but excluding a medical practitioner who is the Insured Person, or its Relatives, business partner or employer.
- 3.13 **"Relative"** means spouse, parent, parent-in-law, grandparent, grandchild, child, brother, sister, brother or sister-in-law.
- 3.14 **"Schedule"** means an official document specifying the insurance details which forms part of the Policy.
- 3.15 **"Sickness"** means illness or disease contracted during the cover period of this Policy and shall exclude any Pre-existing Medical Conditions.
- 3.16 **"The Benefits"** means the coverage specified in the Policy against the relevant events stated herein.

4. Benefits

Benefit 1 – Personal Accident

The Company shall pay the compensation to the Insured Person in respect of an Injury caused by an Accident that occurs solely, directly and independently out of all other causes to the Insured Person whilst playing or practising golf on any recognised golf club or driving range during the Period of Insurance and results in death and permanent disablement as stated and qualified hereunder within three hundred and sixty-five (365) days after the date of the Accident.

Events	Compensation
Death	The Capital Sum
Permanent Disablement	Capital Sum per scale below
Loss of two limbs	100%

Loss of both hands, or of all fingers and both thumbs	100%
Total loss of sight of one eye or both eyes	100%
Total paralysis	100%
Complete and incurable insanity	100%
Injury resulting in permanent bedridden	100%
Any other injury causing Permanent Total Disablement	100%
Loss of one arm between or at shoulder to wrist	100%
Loss of one leg between or at hip to ankle	100%
Loss of sight of eye except perception of light	50%
Loss of lens of eye	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb <ul style="list-style-type: none"> • both phalanges • one phalanx 	25% 10%
Loss of index finger <ul style="list-style-type: none"> • three phalanges • two phalanges • one phalanx 	10% 8% 4%
Loss of middle finger <ul style="list-style-type: none"> • three phalanges • two phalanges • one phalanx 	6% 4% 2%
Loss of ring finger <ul style="list-style-type: none"> • three phalanges • two phalanges • one phalanx 	5% 4% 2%
Loss of little finger <ul style="list-style-type: none"> • three phalanges • two phalanges • one phalanx 	4% 3% 2%
Loss of metacarpals <ul style="list-style-type: none"> • first or second (additional) • third, fourth or fifth (additional) 	3% 2%
Loss of toes <ul style="list-style-type: none"> • all • great, both phalanges • great, one phalanx • other than great, if more than one toe lost, each 	15% 5% 2% 1%

Events (cont.)	Compensation
Loss of hearing	
• both ears	75%
• one ear	15%
Loss of speech	50%

A complete and irrecoverable loss of use of any member or members of a body specified above shall be deemed to be a loss of such member or members. In the event of partial loss of any member or members specified above, the benefit payable shall be at a proportionately lower percentage of compensation as decided solely by the Company.

In case of a Permanent Disablement on physical loss or loss of use not specified above, the percentage of compensation shall be determined by the Company by referencing to the disability scale specified in the Policy regardless of the profession or occupation of the Insured Person.

The compensation payable for any Permanent Disability claim under Event 2a to 2i shall be based on 100% of the Capital Sum provided such disablement, insanity or paralysis has lasted for a period of three hundred and sixty five (365) days from the date of Injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured Person's life as duly certified by a Registered Medical Practitioner.

If there are more than one Permanent Disability claims under Event 2j to 2v made during the Period of Insurance, the maximum benefit that an Insured Person is entitled shall be reduced by the total compensation that has already paid. In any event, the aggregate liability of the Company shall not exceed 100% of the Capital Sum.

For Insured Person over 70 years of age, the calculation of compensation Capital Sum payable under this Benefit 1 shall be limited to HK\$300,000 and in no event shall the aggregate of the benefit payable exceed such Capital Sum.

Definitions (Applicable to Benefit 1)

- a) **"Capital Sum"** means the amount that the Insured Person is covered under Personal Accident as per the sum insured specified in the Summary of Benefits of this Policy.
- b) **"Loss of Limb"** means total functional disablement or loss by complete and permanent physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- c) **"Loss of Fingers or Toes"** means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

- d) **"Loss of Hearing"** means the permanent irrecoverable loss of hearing where:

If a dB = Hearing Loss at 500 Hertz
 If b dB = Hearing Loss at 1,000 Hertz
 If c dB = Hearing Loss at 2,000 Hertz
 If d dB = Hearing Loss at 4,000 Hertz
 $1/6$ of (a+2b+2c+d) is above 80dB.

- e) **"Loss of Sight"** means the entire and permanent irrecoverable Loss of Sight.

- f) **"Loss of Speech"** means the permanent disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cod or damage of speech centre in the brain resulting in Aphasia.

- g) **"Permanent Disablement"** means a physical loss of any member or members of a body as described under Event 2.

- h) **"Permanent Total Disablement"** means disablement resulting directly solely and independently of other causes from an Injury which has lasted for an uninterrupted period of three hundred & sixty-five (365) days from the date of Injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured Person's life, and which physically, entirely and permanently prevents the Insured Person from engaging in or attending to all duties pertaining to his usual occupation, profession or business and all other comparable gainful activities for which he is qualified for upon his education, experience and other faculty, the foregoing being duly certified by a Registered Medical Practitioner.

Exclusions (Applicable to Benefit 1)

The Company will not be liable for claims arising directly or indirectly from:

- a) any condition which results from the Insured Person engaging in or taking part in:
 - i. riding or driving in or participating in any kind of professional race;
 - ii. ying or other aerial activity except as a passenger in a properly licensed power-driven aircraft;
 - iii. naval, military or air force service or operations;
 - iv. testing of any kind of conveyance or any form of manual employment or whilst engaging in offshore or mining or aerial photography or handling of explosives, and
 - v. professional or dangerous sports of any kind.

- b) any condition which is attributable wholly or partly to childbirth or pregnancy.

Conditions (Applicable to Benefit 1)

Exposure and Disappearance: If by reason of any Accident involving disappearance, sinking or wrecking of aircraft or other conveyance either on ground or at sea in which the Insured Person is traveling on, the Insured Person is unavoidably exposed to the elements attached to such Accident and as a result of such exposure suffers an Event for which compensation is otherwise payable hereunder, such Event will be covered under the terms of this Policy. The death of the Insured Person shall be established by an official death certificate, or in the event of his disappearance consequent upon an Accident as aforesaid, by a court order presuming his death.

Benefit 2 – Personal Liability

The Company shall indemnify the Insured Person against all sums which the Insured Person shall become legally liable to pay as damages consequent upon:

- a) Bodily Injury
- b) Property Damage

happening during the Period of Insurance caused by the Insured Person whilst playing or practising golf on any recognised golf club or driving range.

The Company shall also pay:

- a) the legal costs recoverable by any claimant from the Insured Person;
- b) costs and expenses incurred with the written consent of the Company;

Provided that the maximum liability of the Company in respect of all claims, costs and expenses payable arising out of any one Occurrence shall not exceed the sum insured specified in Summary of Benefits of this Policy.

All Bodily Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one Occurrence.

Definitions (Applicable to Benefit 2)

- a) **"Aircraft"** means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
- b) **"Bodily Injury"** means bodily injury, sickness or disease sustained by any person which occurs during the Period of Insurance, including death at any time resulting therefrom.

- c) **"Occurrence"** means an event, including continuous or repeated exposure to substantially the same general conditions which results in Bodily Injury or Property Damage, neither expected nor intended from the standpoint of the Insured Person.

- d) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

- e) **"Property Damage"** means (i) physical damage to or destruction of tangible property which occurs during the Period of Insurance, including the loss of use thereof at any time resulting therefrom, or (ii) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an Occurrence during the Period of Insurance.

- f) **"Vehicle"** means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by such machine.

- g) **"Watercraft"** means any vessel, craft or thing made or intended to float on or in or travel on or through water.

Exclusions (Applicable to Benefit 2)

The Company will not indemnify the Insured Person for liability in respect of:

- a) Bodily Injury of the Insured Person, any family member residing with or person in the service (other than caddies) of the Insured Person;
- b) Bodily Injury of any person employed under a contract of service or apprenticeship with the Insured Person if such Bodily Injury arises out of and in the course of the employment;
- c) Bodily Injury of any person by whom or by whose dependants any claim is brought against the Insured Person under any Employees Compensation legislation;
- d) Bodily injury or Property Damage caused by or arising out of the ownership, possession or use by or on behalf of the Insured Person of any Aircraft, Watercraft, Vehicle or trailer other than golf cart operating within golf course during game play. The liability of the Company in respect of any claim arising from the use of golf cart driven by the Insured Person shall not exceed HK\$100,000 in aggregate during the Period of Insurance;

- e)
- i. Bodily Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any water course or body of water. Provided this exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable unexpected and unintended and takes place in its entirety at a specific time and place;
 - ii. any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution. Provided this exclusion does not apply to clean-up, removal or nullifying expenses, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Bodily Injury or Property Damage;
- f) Loss of or damage to property belonging to or in the custody or control of the Insured Person, any family member residing with or person in the service of the Insured Person;
- g) Liability arising out of:
- the ownership, occupation or use of any land or building;
 - the exercise of any trade profession business or employment;
 - the ownership, possession or use of pets or animals;
 - the publication or utterance of a libel or slander;
- h) Property Damage caused by vibration removal or weakening of or interference with support to land, buildings or any other property;
- i) Punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages;
- j) Fines, penalties or liquidated damages;
- k) Professional liabilities of whatsoever kind including Directors and Officers Errors and Omissions or Malpractice;
- l) Sub-contractors to the Insured Person or persons engaged in or upon the service of such sub-contractors;
- m) Bodily Injury or Property Damage occurring within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates;
- i. any claim brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or
 - ii. any claim arising out of the enforcement of any judgment, order or award obtained within, or determined pursuant to the laws of the United States of America or the Dominion of Canada or their territories or protectorates;
- n) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity;
- o) Any agreement by the Insured Person to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
- p) The first HK\$1,000 of any claim for Property Damage;
- q) Liability in respect of:
- i. Bodily Injury or Property Damage arising, directly or indirectly, out of, or in any way involving the Insured Person's "Internet Operations".
- This exclusion does not apply to Bodily Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.
- "Internet Operations" means the following:
- use of electronic mail systems by the Insured Person or the Insured Person's employees, including part-time and temporary staff, contractors and others within the Insured Person's organisation;
 - access through the Insured Person's network to the world wide web or a public internet site by the Insured Person's employees, including part time and temporary staff, contractors and others within the Insured Person's organisation;
 - access to the Insured Person's intranet (meaning internal company information and computing resources) which is made available through the world wide web for customers of the Insured Person or others outside the Insured Person's organisation; and
 - the operation and maintenance of the Insured Person's website.

Nothing in this exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion;

- ii. Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
 - the use of any computer hardware or software;
 - the provision of computer or telecommunication services by the Insured Person or on the Insured Person's behalf;
 - the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

Condition (Applicable to this Benefit)

At any time after the happening of any event giving rise to a claim or a series of claims under this Section, the Company may pay to the Insured Person the sum insured (after deduction of any sums already paid or any lesser amount for which such claims can be settled and relinquish the conduct of the defence settlement or proceedings to the Insured Person and the Company shall not be responsible for damages payable to the claimant and for the claimant's costs or for any damages alleged to have been caused to the Insured Person in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured Person or by any claimant or other person after the Company shall have relinquished such conduct.

Benefit 3 & 4 – Golfing Equipment & Personal Effects

The Company shall indemnify the Insured Person up to the amount stated in the Summary of Benefits against loss of or damage to:

- i. golfing equipment and
- ii. personal effects

owned by the Insured Person whilst in transit to or from or playing at any recognized golf club or driving range by Accident occurring during the Period of Insurance subject to the following conditions:

- a) the amount payable in respect of any one article, pair or set shall not exceed HK\$3,000.
- b) the Company may make payment or at its option reinstate or repair the loss or damage subject to due allowance for wear and tear and depreciation.

- c) the loss must be reported to the police having jurisdiction at the place of the loss within twenty-four (24) hours of the incident. Any claim must be accompanied by written documentation from such police.
- d) an Insured Person cannot claim under both golfing equipment and personal effects for the same items of loss or damage.

Exclusions (Applicable to Benefits 3 & 4)

The Company will not be liable for:

- a) loss of or damages to animals, consumable products, hand-held mobile phones, antiques, stamps, manuscripts, securities of any kind, travel tickets or documents, money, traveller's cheques, medals, coins, credit cards, postal or money orders, watches, camera, jewellery, furs, trinkets;
- b) loss of business goods or samples, data recorded on tapes, cards, discs or otherwise;
- c) loss of or damage to eye glasses, contact corneal lenses, fragile or brittle articles unless caused by fire or Accident to the conveyance in which they are being carried;
- d) loss of or damage caused by normal wear and tear, gradual deterioration or mechanical breakdown or derangement, cleaning, dyeing, repairing, restoring or alteration, moth or vermin, atmospheric or climatic conditions;
- e) loss of or damage to hired or leased equipment;
- f) loss of or damage to property resulting directly or indirectly from insurrection, revolution, civil war, usurped power, or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any Government or Custom Authorities or risk of contraband or illegal transportation of trade;
- g) loss of or damage to golfing equipment whilst in the custody of an airline or other carrier unless reported within twenty-four (24) hours of such loss or damage to the baggage and a Property Irregularity Report obtained from the airline or a documented certification or report from the carrier;
- h) losses not reported to the police within twenty-four (24) hours and a police report obtained;
- i) loss of or damage to property insured under any other insurance policy, or recoverable from other parties such as golf club, hotel, airline, carriers, etc;

- j) loss of or damage to property sent in advance;
- k) loss of property left unattended in any vehicle or public place or as a result of the Insured Person's failure to take due care and precaution for the safeguard and security of such property;
- l) the excess of HK\$200 of each and every claim.

Benefit 5 – "Hole In One"

The Company shall reimburse bar or drinks expenses up to a maximum of HK\$5,000 incurred following the Insured Person's achievement of a "Hole In One" whilst participating in competition or friendly game at any recognized golf club provided that a signed statement from a witness in accordance with the golf club practice whereat the game was played and a certificate for the same is obtained.

Original receipts on all expenses paid by the Insured Person shall be submitted together with claim form to the Company within 30 days after the event.

Benefit 6 – 24-Hour Worldwide Emergency Assistance Hotline Service

Part 1 – Definition (Applicable to Benefit 6)

- 1. **"Home Country"** means the country which issues the Insured Person's passport.
- 2. **"Serious Injury or Sickness"** means Injury or Sickness certified by a Registered Medical Practitioner as being dangerous to life or critical impairment to health conditions including recovery.
- 3. **"Worldwide Emergency Assistance"** means the service provider appointed by the Company to provide services under this section.

Part 2 – Duration of Cover, Limitations and Liabilities

a) **Duration of Cover**

The benefits mentioned in Part 3 are available to the Insured Person throughout the Period of Insurance.

b) **Territorial and Time Limits**

The benefits mentioned in Part 3 apply worldwide outside Hong Kong and for any single trip not exceeding 180 days.

c) **Limitation Period**

Every assistance case in respect of a covered event shall be absolutely barred unless commenced within two years from the date of occurrence of such event.

Part 3 – 24-Hour Worldwide Emergency Assistance Service

A 24-hour enquiry and referral hotline service is available to an Insured Person when assistance is needed Overseas by calling the Worldwide Emergency Assistance at (852) 2862 0138. The services from the Worldwide Emergency Assistance are provided by Inter Partner Assistance Hong Kong Limited (or "IPA"), a nominated service provider with offices located around the globe.

Enquiry and Referral Hotline Service

Free 24-hour telephone enquiry and referral hotline service include the following:

- i. Pre-trip Information Assistance
- ii. Embassy Referral
- iii. Medical Service Provider Referral
- iv. Lost Passport Assistance
- v. Lost Luggage Assistance
- vi. Interpreter Referral
- vii. Legal Referral

In addition to the above, the Worldwide Emergency Assistance can also render the following Medical Evacuation and Repatriation related services at the cost of the Insured Person.

a) **Emergency Medical Evacuation and/or Repatriation**

In the event the Insured Person is suffering from a Serious Injury or Sickness whilst traveling Overseas:

- i. Emergency Medical Evacuation can be provided by utilizing appropriate and suitable means, based on the Insured Person's medical condition, to arrange the Insured Person to the nearest Hospital or clinic with appropriate or adequate medical facility; and/or
- ii. Emergency Medical Repatriation can be provided, if the Insured Person's medical conditions allow, to arrange the Insured Person back to Hong Kong for continuation of treatment or Home Country.

Evacuation or repatriation arrangement by Worldwide Emergency Assistance shall include but not be limited to air ambulance, regular air transportation, road network or any other appropriate means and if required, the assignment of a doctor and/or nurse to accompany the Insured Person throughout the process.

b) **Repatriation of Mortal Remains**

In the event of death of the Insured Person whilst traveling Overseas, Worldwide Emergency Assistance can arrange for:

- i. the repatriation of mortal remains to Hong Kong; or
- ii. Overseas burial expenses not exceeding the costs of repatriating the mortal remains to Hong Kong or Home Country.

c) **Return of Unattended Children**

In the event of death or Hospital confinement of the Insured Person outside Hong Kong due to a Serious Injury or Sickness, can arrange for a one-way economy class airfare for the Insured Person's unattended child(ren) below 16 years of age to return to Hong Kong or the Home Country.

d) **Hospital Admission Guarantee**

In the event of Hospital confinement of the Insured Person outside Hong Kong due to Serious Injury or Sickness, a Hospital Admission Guarantee up to HK\$50,000 can be provided on the medical expenses to be incurred by the Insured Person. All medical expenses are to be borne by the Insured Person.

e) **Compassionate Visit**

In the event the Insured Person suffers a Serious Injury or Sickness under Hospital confinement outside Hong Kong in excess of 24 consecutive hours, can arrange for one (1) economy class return airfare for one (1) family member or designated person to travel to care for the Insured Person.

Accommodation expenses necessarily and unavoidably incurred by the Insured Person following Hospital discharge for convalescence or by the companion during compassionate visit in the country where the Insured Person is hospitalized can be arranged subject to HK\$2,000 per day and up to a maximum limit of HK\$10,000.

The above service scope is a summary only. Any request for services shall be referred to the Worldwide Emergency Assistance for necessary arrangement if the conditions are warranted. The Company will not be liable for any services rendered or costs incurred thereof.

Part 4 – Terms Applicable to Worldwide Emergency Assistance Service

The services provided by Worldwide Emergency Assistance are subject to the following special exclusions and conditions.

Special Exclusions

The following treatment, items, conditions, activities and their related or consequential expenses are excluded:

- a) pre-existing illness or disabilities prior to the commencement of the trip during which the illness manifests, regardless the Insured Person is aware of the illness or not;
- b) injuries due to insanity or self-infliction or conditions related to functional disorders of the mind; rest cure or sanatorium care; drug addiction or alcoholism;
- c) congenital abnormalities;
- d) childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by an Accident;
- e) any expenses related to the Insured Person engaging in motorcycling, hunting, riding or driving in any kind of race, trekking at altitude over 5,000 meters above sea level, scuba diving deeper than 30 meters below sea level, participation in any form of professional sport or any sports event for remuneration;
- f) injuries sustained as a result of participation in illegal activities;
- g) services rendered without the authorisation and/or intervention of Worldwide Emergency Assistance;
- h) costs which would have been payable if the event giving rise to the intervention of Worldwide Emergency Assistance had not occurred;
- i) any expense more specifically covered under any insurance policy;
- j) cases of minor illness or injury which in the opinion of the doctor from or Worldwide Emergency Assistance can be adequately treated locally and which do not prevent the Insured Person from continuing their travels or work;
- k) expenses incurred where the Insured Person, in the opinion of the medical team from Worldwide Emergency Assistance, is physically able to return to Hong Kong or Home Country seated as a normal passenger and without medical escort unless deemed necessary;
- l) cases related to psychiatric disorders;
- m) Insured Person engaging in any form of aerial flight except as a fare paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;

- n) expenses incurred as a result of the Insured Person engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection;
- o) expenses, regardless of any contributory cause(s), involving the use or release or threat thereof of any nuclear weapon or device or chemical or biological agent caused or contributed to by Acts of Terrorism.

Special Conditions

a) **In the Event of an Emergency:**

The Insured Person or his representative must call the Worldwide Emergency Assistance service centre in Hong Kong at (852) 2862 0138 and provide the following details:

- i. the Insured Person's name,
- ii. the Insured Person's Policy number,
- iii. nature of injury or sickness,
- iv. details of attending doctor, if available, and
- v. present location and contact particulars.

b) **Mitigation of Loss**

The Insured Person shall be obliged to use all reasonable efforts to mitigate the effects of a medical emergency.

c) **Cooperation with Worldwide Emergency Assistance**

The Insured Person shall cooperate with Worldwide Emergency Assistance to obtain all documents and receipts from the relevant sources and assist at the Insured Person's expenses in complying with necessary formalities.

d) **Subrogation**

In the event any payment is made in connection with the provision of assistance to an Insured Person, Worldwide Emergency Assistance shall be subrogated to the rights of such Insured Person to obtain payments from:

- i. any third party found legally responsible for the assistance, up to the amount of such payment made, and
- ii. any other insurance or assistance plan which provides compensation to the assistance events.

General Exclusions (Applicable to all Benefits)

The Company will not be liable under this Policy for loss or liability directly or indirectly arising as a result of:

- a) any act of war, invasion, act of foreign enemy, civil war, revolution, insurrection or military power;
- b) any prohibition or regulations by any government;
- c) any illegal or unlawful act by the Insured Person or confiscation, detention destruction by customs or other authorities;
- d) any breach of government regulation or any failure by the Insured Person to take responsible precautions to avoid a claim under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media;
- e) loss, destruction or damage to any property whatsoever or any loss of expense whatsoever arising therefrom or any consequential loss directly or indirectly caused or contributed to by or arising from ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- f) Insured Person who takes up golfing as its occupation, business or employment;
- g) Insured Person in any violation or attempted violation of the laws or resistance to arrest;
- h) Insured Person employed on merchant vessels, engaging in naval, military, air force or fire service or operations or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore activities such as but not limited to diving and oil-rigging or underground work or aerial photography or handling of explosives;
- i) directly or indirectly consequent on the Insured Person engaging in air travel except as a passenger in any properly licensed private and/or commercial power-driven aircraft;
- j) motorcycling, hunting, riding or driving in any kind of race, trekking at altitude over 1,000 meters above sea level, scuba diving, participation in any form of professional sports, any sports event for remuneration, or engaging in flying or other aerial flight except as a passenger in a properly licensed power-driven aircraft;
- k) directly or indirectly caused by provoked assault, intoxication, drugs or insanity by natural causes;
- l) mental and nervous disorders including but not limited to insanity;
- m) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt, whether sane or insane;
- n) Pre-existing Medical Conditions, or any injury or sickness associated with pregnancy or childbirth, venereal disease, chronic illness, cancer or heart disease;

- o) directly or indirectly as a consequence of any kind of disease, bacterial infection on out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC), howsoever this syndrome has been acquired or may be named;
- p) directly or indirectly caused by, resulting from or in connection with:
 - i. any Acts of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - ii. any action taken in controlling, preventing, suppressing or in any way relating to any Acts of Terrorism.

5. Special Conditions

Applicable to Insurance Policy under Monthly Payment Option

1. Initial Minimum Premium and Monthly Billing

Notwithstanding the General Condition 11 on Minimum Retained Premium, an initial minimum premium equivalent to a total of 3 monthly billing amount shall be charged to the premium payment account provided by the Insured Person on the first premium due date when the insurance cover is incepted. Such premium amount is the minimum and non-refundable in the event of termination or cancellation of this Policy.

The billing for subsequent premium instalments shall thereafter be repeated on a monthly basis starting from the fourth month of the insurance cover.

2. Continuity of Cover

This insurance cover shall be automatically renewed upon expiry provided that the premium is settled uninterruptedly on monthly basis after the initial minimum premium till cancellation by the Insured Person or the Company.

3. Non Payment of Premium

In the event that the premium payable is not settled on the first premium due date, this Policy shall be deemed to have been voided from the inception. Similarly, if any monthly premium instalment is not paid during the subsequent billing intervals, this Policy shall be deemed to have been cancelled on the premium due date and the Company reserves the rights to recover any premium not yet paid from the Insured Person.

4. Cancellation

This Policy may be cancelled by the Insured Person at any time by giving not less than thirty days' notice in writing to the Company subject to condition 2 above unless otherwise agreed by the Company. This Policy may also be cancelled by the Company by giving thirty days' notice in writing to the Insured Person's last known address.

5. Refund of Premium

No refund of premium is allowed on cancellation for Policy issued under monthly payment option.

6. General Conditions

Applicable to all Benefits

1. **Jurisdiction** – Any disputes arising in connection with the Policy shall be subject to the law and the jurisdiction of the courts of Hong Kong.
2. **Entire Contract** – This Policy includes any endorsements, documents and attachments, if any, and contains the entire contract of insurance. Statements made by the applicant for insurance not included herein shall not void the Policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this Policy or to waive any of its provisions. No change in this Policy shall be valid unless approved by the Company and such approval be endorsed hereto.
3. **More Than One Policy** – The Insured Person shall not be insured under more than one of this Policy issued by the Company. In event of the Insured Person being insured under more than one such Policy, the Company will consider the Insured Person to be insured under the policy which provides the largest amount of benefit. The Company will refund any excess insurance premium payment which may have been made by the Insured Person.
4. **Age Limit** – The insurance under this Policy shall not cover the Insured under the age of sixteen (16) years.
5. **Misstatement of Age** – In event the age of the Insured Person has been misstated and if according to the correct age of the Insured Person, the coverage provided by this Policy would not have become effective, or would have cease prior to the acceptance of such premium or premiums, then the liability of the Company shall be limited to the refund, upon demand, of all premiums paid for the period not covered by this Policy.

6. **Duty of Care** – The Insured Person shall act in a prudent manner and exercise reasonable care for the safety and supervision of his property as if uninsured.
7. **Claims Handling** – No admission or promise payment or indemnity shall be made or given by or on behalf of the Insured Person without the written consent of the Company which shall be entitled if it so desires to take over the conduct in the name of the Insured Person the defence or settlement of any claim or to prosecute in the name of the Insured Person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured Person shall give all such information and assistance as the Company may require.
8. **Claims Procedure** – Notice of any claim must be given to the Company within thirty (30) days of the occurrence likely to give rise to a claim, and in the instance of a claim under Personal Liability section of this insurance such notice must be given in writing as soon as possible and in any event not later than fourteen (14) days after the incident which may give rise to such a claim. All claims shall be made together with proof satisfactory to the Company of death, disability, injury or loss for which a claim is made hereinafter and shall be rendered on demand at the claimant's own expense. All claims must be submitted with comprehensive supporting information including:
 - i. In the case of Personal Accident:

Hospital and Physicians Reports giving details of the nature of the loss and extent and period of disability, police reports where relevant and if death shall have resulted, a copy of the death certificate and relevant coroner's report.
 - ii. In the case of Golfing Equipment & Personal Effects:

All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of IMMEDIATE notification to airline/carrier and his official acknowledgement when loss or damage has occurred whilst in transit to or from or whilst at any recognized golf club and certified written copy of IMMEDIATE police report when loss or damage has occurred in other circumstances. Reports to these authorities must be made within 24 hours of the Accident giving rise to a claim hereunder.
9. **Fraud** – 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 Benefits under this Policy, the Company shall have no liability in respect of such a claim and the Policy shall immediately be void.
10. **Arbitration** – All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the partners in differences, or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, of whom 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 the case of disagreement between the Arbitrators 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 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.
11. **Minimum Retained Premium** – Notwithstanding anything contained herein to the contrary of the policy, in the event of any policy amendment including cancellation requested by the Insured Person after policy inception, the premium retained by the Company shall be subject to a minimum and non-refundable amount of HK\$500 unless stated otherwise in the schedule or endorsement.
12. **Policy Not Assignable** – This Policy is not assignable and the Company shall not be committed by any notice or any trust, charge, lien, assignment or other dealing with the Policy. The receipt of the Insured Person for any compensation payable herein shall in all cases be effectual discharge of liability of the Company.
13. **Reinstatement of Policy** – If default be made in the payment of the agreed premium for this policy, the subsequent acceptance of a premium by the Company or by any of its duly authorized agents shall reinstate the Policy, but only to cover loss resulting from accidental injury thereafter sustained.

14. **Cancellation** – This Policy may be cancelled by the Insured Person giving to the Company notice in writing of cancellation. The Company shall retain the customary short period premium for the time the Policy has been in force.

The Company may cancel the Policy by sending thirty days' notice via registered mail to the Insured Person at the address last notified to the Company stating when thereafter such cancellation shall be effective. Proof of such mailing shall be sufficient proof of notification. In the event of such cancellation, the Company will return promptly the pro-rata unearned portion of any premium actually paid by the Insured Person. Such cancellation shall be without prejudice to any claim originating prior thereto.

Personal Information Collection Statement ("PICS")

In relation to the personal data collected by QBE Hongkong & Shanghai Insurance Limited ("QBE HK"), I/we agree and acknowledge that:

- a) the personal data requested is necessary for QBE HK to process your application for insurance or claim and any such data not provided may mean this application or claim cannot be processed.
- b) the personal data collected in this form may be used by QBE HK for the purposes stated in its Privacy Policy found at <https://www.qbe.com/hk/en/privacy-policy>. These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, claim processing, investigation, payment and subrogation and any related purposes).
- c) QBE HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purposes identified in (b) above:
 - i. third parties providing services related to the administration of my/our policy (including reinsurance);
 - ii. financial institutions for the purpose of processing this application and obtaining policy payments;
 - iii. in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;
 - iv. another member of the QBE group (for all of the purposes stated in (b)) in any country; or
 - v. other parties referred to in QBE's Privacy Policy for the purposes stated therein
- d) I/we may gain access to, or request correction of my/our personal data (in both cases, subject to a reasonable fee), via email or post at:

QBE Hongkong & Shanghai Insurance Limited
Address: 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong
Email: info.hk@qbe.com.hk
- e) That where I/we are providing personal data on behalf of another person to QBE HK, I/we have obtained consent from the other person who have agreed that their personal data will be released to QBE HK in accordance with paragraphs (a), (b) and (c) above.
- f) That in the event of differences between the English and Chinese, the English version shall prevail.

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