



## ZURICH INSURANCE COMPANY LIMITED

(a company incorporated in Switzerland)

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### American Express Golfer Insurance Policy 美國運通高爾夫球保險計劃保險單

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#### Hong Kong Office

24-27/F, One Island East,  
18 Westlands Road,  
Island East, Hong Kong  
Tel. No. : 2968 2288  
Fax No. : 2968 0639  
Web Site : <http://www.zurich.com.hk>

#### 香港辦事處

香港港島東  
華蘭路 18 號  
港島東中心24 - 27樓  
電話 : 2968 2288  
圖文傳真 : 2968 0639  
網址 : <http://www.zurich.com.hk>

## AMERICAN EXPRESS GOLFER INSURANCE POLICY

In consideration of *your* payment of premium, *we* hereby agree to insure *you* in the manner and to the extent provided in this Policy, subject to the Definitions, Cover, Exclusions, General Conditions and to any memoranda endorsed hereon.

### TABLE OF BENEFITS

	<b>Coverage</b>	<b>Maximum Benefit Per Person (HK\$)</b>
1	Public Liability	\$10,000,000
2	Golf Equipment & <i>Personal Effects</i> (cover within the premises and extend to cover the golf equipment while in transit)	\$30,000 (\$3,000 per article)
3	Hole In One	\$3,000 per event Unlimited
4	Personal <i>Accident</i> (while playing golf)	\$1,000,000
5	Hospital Cash	\$50,000 (\$750 per day)
	Free Extend Cover to Immediate <i>Family Member</i>	All Sections

### MEANING OF WORDS

Certain words in the policy have specific meanings. *We* have printed these words in italics throughout the policy and have given the meanings below:

<b>You or Your</b>	The policyholder shown in the <i>schedule</i> who is the owner of this policy.
<b>We, Our or Us</b>	Zurich Insurance Company Limited.
<b>Insured Person</b>	The person not being a professional golfer shown in the <i>schedule</i> as the insured person.
<b>Family</b>	Include <i>your</i> legal spouse and <i>your</i> unmarried and unemployed children age between 1 and 21 in <i>your</i> care, not being a professional golfer and all permanently living with <i>you</i> as the <i>insured person</i> .
<b>Period of Insurance</b>	The period for which <i>we</i> have accepted <i>your</i> premium as stated in the <i>schedule</i> .
<b>Schedule</b>	The schedule attached to and incorporated in the policy of insurance.
<b>Injury</b>	Bodily injury to an <i>insured person</i> during the <i>period of insurance</i> and is caused by an <i>accident</i> , solely and independently of any other cause.
<b>Accident</b>	A sudden and unforeseen event that happens unexpectedly and causes bodily <i>injury</i> to an <i>insured person</i> .
<b>Personal Effects</b>	Personal possessions or clothing normally worn or carried on <i>you or your family</i> , but excludes money of any kind.
<b>Permanent Total Disablement</b>	When as the result of <i>injury</i> and commencing within 12 consecutive months of the date of the <i>accident</i> an <i>insured person</i> is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he is reasonably qualified by reason of his education, training or experience, or if he has no business or occupation from attending to any duties which would normally be carried out by him in his daily life. The disability must be total, continuous and <i>permanent</i> at the end of the period.
<b>Permanent</b>	Lasting 12 consecutive months from the date of <i>accident</i> and at the expiry of that period being beyond hope of improvement.
<b>Loss of Limb</b>	Loss by physical separation at or above the wrist or ankle joint.
<b>Loss of Sight</b>	The entire and <i>permanent</i> irrecoverable loss of sight.
<b>Loss of Speech</b>	The 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 cord or damage of speech centre in the brain resulting in Aphasia.
<b>Loss of Hearing</b>	<i>Permanent</i> irrecoverable <i>loss of hearing</i> where:-

	If a dB = Hearing loss at 500 Hertz If b dB = Hearing loss at 1000 Hertz If c dB = Hearing loss at 2000 Hertz If d dB = Hearing loss at 4000 Hertz 1/6 (a+2b+2c+d)is above 80dB
<b>Loss of Use</b>	Total functional disablement which is treated like the total loss of said limb or organ.
<b>Pre-Existing Condition</b>	An <i>insured person</i> received medical treatment, diagnosis consultation or prescribed drugs, or a condition for which medical advice or treatment was recommended by a <i>physician</i> before the <i>period of insurance</i> .
<b>Hospital</b>	An establishment which meets all the following requirements:
	<ol style="list-style-type: none"> <li>1. holds a licence as a hospital (if licensing is required in the state or governmental jurisdiction);</li> <li>2. operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;</li> <li>3. provides 24-hour a day nursing service by registered or graduated nurses;</li> <li>4. has a staff of one or more licensed <i>physicians</i> available at all times;</li> <li>5. provides organized facilities for diagnosis and major surgical facilities; and</li> <li>6. is not primarily a clinic, nursing, rest or convalescent home or similar establishment, a place for alcoholics or drug addicts.</li> </ol>
<b>Confined/Confinement</b>	Admission in a <i>hospital</i> for medical treatment for a minimum period of 12 hours upon the recommendation of a <i>medical practitioner</i> and continuously stay in the <i>hospital</i> prior to his discharge. <i>Hospital confinement</i> will be evidenced by a daily room and board charge by the <i>hospital</i> .
<b>Medical Practitioner or Physician</b>	A registered medical practitioner under Medical Registration Ordinance (Chapter 161), Laws of Hong Kong, other than <i>you</i> or an <i>insured person</i> , qualified by degree in western medicine, legally licensed and duly qualified in the geographical area of his practice to render medical and surgical services.
<b>War</b>	A contest by force between two or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is i) an interruption of peaceful relations and ii) a general contention by force, both authorized by the sovereign.
<b>Terrorism</b>	An act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which <ul style="list-style-type: none"> <li>• involves violence against one or more persons; or</li> <li>• involves damage to property; or</li> <li>• endangers life other than that of the person committing the action; or</li> <li>• creates a risk to the health or safety of the public or a section of the public; or</li> <li>• is designed to interfere with or disrupt an electronic system.</li> </ul>
<b>Hong Kong</b>	The Hong Kong Special Administrative Region of the People's Republic of China.

## COVER

### SECTION I – PUBLIC LIABILITY

We will indemnify *you* and *your family* against all sums which *you* or *your family* shall become legally liable to pay in respect of:

- a) *accidental injury* to any person;
- b) *accidental damage* to property

occurring during the *period of insurance* and caused by *you* or *your family* whilst playing or practising golf on any golf course. We will pay all costs and expenses incurred with *our* written consent. *Our* total liability under

this section for all damages, costs and expenses payable in respect of any one occurrence or number of occurrences shall not exceed HK\$10,000,000 in any one *period of insurance*.

In the event of the death of *you or your family*, we will in respect of the liability incurred by you or your family, indemnify *your legal personal representatives* in the terms of and subject to the limitations of this policy, provided that such representatives shall as though they were the *insured persons* observe fulfil and be subject to the terms, conditions and exceptions of this policy in so far as they can apply.

#### **Exclusions to Section I:**

We will not indemnify *you or your family* in respect of liability consequent upon:

- a) death of or *injury to you or your family* or at the time of sustaining such *injury* engaged in and upon the service of *you or your family* other than the caddy;
- b) loss of or damage to property belonging to or in the charge of or under the control of *you or your family* or in the charge of or under the control of any person in the service of *you or your family*;
- c) the possession or use of any mechanically propelled vehicle other than the golf cart use for golf game purpose;
- d) any agreement by *you or your family* to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
- e) asbestos, asbestos products or asbestos contained in any products directly and/or indirectly.

### **SECTION II – GOLF EQUIPMENT & PERSONAL EFFECTS**

We will indemnify *you or your family* against loss of or damage to :-

- a) golf equipment including golf bags, golf balls, golf trolleys, umbrellas whilst in transit to or from or whilst at any recognized golf club;
  - b) *personal effects* including wearing apparel while such property is contained within any recognized golf club,
- by *accident* or misadventure occurring during the *period of insurance*. Our liability under this section shall not exceed HK\$30,000 in any one *period of insurance*. We will pay up to HK\$3,000 per article under this section.

#### **Exclusions to Section II**

We shall not be liable in respect of

- (a) loss or damage caused by or resulting from wear and tear or deterioration.
- (b) loss of golf balls unless contained in the golf bag which is lost at the same time.
- (c) damage to golf balls in play.
- (d) loss of or damage to watches, jewellery, furs, trinkets, cameras, medals, coins, money, credit cards, cash cards, cheques, stamps, documents or securities of any kind.
- (e) any loss not reported to the local police or airline or other carrier within 24 hours of discovery;
- (f) the first HK\$250 of each and every claim.

### **SECTION III – HOLE IN ONE**

We will indemnify *you or your family* for the cost of hospitality in the golf clubhouse to a maximum of HK\$3,000 in the event of *you or your family* “holing out in one” provided the expenses incurred by *you or your family* at the same day and the feat is properly witnessed in accordance with the practice of the golf club where the game was being played. The cover extends to include the third shot from the tee where the first shot is unplayable/lost and the second shot forms the penalty incurred.

### **SECTION IV – PERSONAL ACCIDENT**

We will pay the amounts shown below if *you or your family* suffered *injury* because of an *accident* during the *period of insurance* whilst on any golf course as a player and shall within 12 consecutive months results in the following Events:

#### **Compensation Table**

<u>Events</u>	
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<b>Accidental Death and Disablement</b>	<b>Percentage of Sum Insured</b>
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and Incurable Paralysis of all Limbs	100%
4. Permanent Total Loss of Sight of both Eyes	100%
5. Permanent Total Loss of Sight of one Eye	100%
6. Loss of or the Permanent Total Loss of Use of two Limbs	100%
7. Loss of or the Permanent Total Loss of Use of one Limb	100%
8. Loss of Speech and Hearing	100%
9. Permanent and Incurable Insanity	100%
10. Permanent Total Loss of Hearing in (a) both Ears (b) one Ear	75% 15%

Benefit shall not be payable for more than one of the above Events listed in the Compensation Table in respect of the same *accident*. Should more than one of the Events occur from the same *accident*, we shall only be liable for the greatest one.

The insurance of *you or your family* will terminate upon the occurrence of any loss for which indemnity is payable under any one of the above Events, but such termination shall be without prejudice to any claim originating out of the *accident* causing such loss.

The total sum payable under this section is HK\$1,000,000 in any one *accident* and in aggregate in any one *period of insurance*.

If *your family* member is under 21 years of age at the time of *injury*, the amount payable will be limited to HK\$100,000.

#### **Extension to Section IV**

This section extends to cover death or permanent total disablement of *you or your family* during the *period of insurance* as a direct result of an *accident* when *you or your family* are travelling directly from *your home* to any recognized golf club or recognized driving range and travelling directly return from any recognized golf club or recognized driving range to home by public conveyance used for road transportation.

#### **Exclusions to Section IV**

We will not pay for any claims related to illness or disease.

#### **SECTION V - HOSPITAL CASH**

If *you or your family* is confined to a hospital as an in-patient residence on the recommendation of a medical practitioner due to *injury* caused by *accident* whilst on any golf course as a player during the *period of insurance*, we will pay the daily cash benefit of HK\$750 for each day of confinement.

The total sum payable under this section is HK\$50,000 in aggregate during the *period of insurance*.

#### **GENERAL EXCLUSIONS– THESE APPLY TO ALL SECTIONS**

The Policy does not cover *injury*, *accident*, death, disablement, loss or other expenses directly or indirectly arising from, occasioned by or through or in consequence of:

1. any claims arising as a result of *Pre-Existing Condition*, congenital and hereditary condition;
2. any illegal or unlawful act by *you* or confiscation, detention, destruction by customs or other authorities;
3. suicide, intentional or self-inflicted *injury* or self-destruction or any attempt threat whether sane or insane, fighting (except in bona fide self defence), provoked assault, resistance to arrest;
4. insanity, or any *accident*, *Injury* or acts whilst under the influence of alcohol or drugs;
5. any wilful, malicious or criminal acts committed by or on behalf of the *Insured Person* or his or her beneficiaries;
6. pregnancy, childbirth or miscarriage notwithstanding that such *injury* may have been accelerated or induced by *accident*;
7. congenital deformities or anomalies;

8. air travel other than as a fare-paying passenger on a regular scheduled airline or fully licensed chartered aircraft; any *injury* sustained while serving as an operator, pilot or crew member of any conveyance/carrier;
  9. participation, riding or driving in any kind of race, competition or endurance test (except on foot), or engaging in a sport in a professional capacity or where the *insured person* would or could earn income or remuneration from engaging in such sport;
  10. *you* are not taking all reasonable efforts to safeguard *your* property/money, or to avoid *injury* to minimize any claim under this policy;
  11. consequential loss of any kind;
  12. any home leave while *you* are *confined* to a *hospital* as an in-patient;
  13. any *injury*, illness, death, loss, expense or other liability attributable to HIV (Human Immuno Deficiency Virus) and/or HIV related illness including AIDS and/or any mutant derivative or variations thereof however caused or however named;
14. **Nuclear Exclusion**  
This Policy does not cover any *injury*, *accidents*, death, disability, disablement, loss or other expenses directly or indirectly caused by or arising from or in consequence of or contributed to by
- a. nuclear weapons, materials, components, waste or fuel;
  - b. ionizing 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 b. "combustion" shall include any self-sustaining process of nuclear fission.
  - c. the radioactive toxic or explosive or other hazardous properties of any explosive nuclear assembly or component.
15. **War and Terrorism Exclusion**  
This Policy does not cover any *injury*, *accident*, death, disability, disablement, loss or other expenses directly or indirectly caused by or arising from or in consequence of or contributed to by
- a. *war* invasion act of foreign enemy hostilities or *warlike* operations (whether *war* is declared or not) or *civil war*; mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
  - b. i) any act of *terrorism* regardless of any other cause or event contributing, concurrently or in any other sequence to the loss.  
ii) any action in controlling, preventing, suppressing, retaliating against or responding to any such act of *terrorism*.

In any action, suit or other proceedings where *we* allege that by reason of the provisions of this condition any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the *insured person* &/or Policyholder.

## **POLICY CONDITIONS – THESE APPLY TO ALL SECTIONS**

### **1. Entire Contract**

This policy including the *schedule*, endorsements, attachments and amendments, if any, will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by *our* officer and evidenced by endorsement or amendment.

### **2. Age Limit**

Unless specifically mentioned to the contrary, the insurance afforded under this policy shall only apply to adults aged 18-70 inclusive, and any unmarried and unemployed dependent child aged between 1 and 21 inclusive.

### **3. Claims**

Upon learning of any circumstances likely to give rise to claim *you* must:

- tell *us* as soon as reasonably possible;
- give *us* all the help and information that *we* may reasonably require at *your* own cost;
- immediately send to *us* any writ or summons or other communication *you* receive;
- give *us* full details within 30 days of the incident together with any supporting evidence that *we* require;
- *we* shall be entitled to call for an examination by a medical referee appointed by *us* for a non-fatal

- injury* or a post-mortem examination if death occurs;
- use the best endeavours to preserve any damaged or defective appliances or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable no alteration or repair shall be made without the consent of *us* after any *accident* occurring in connection therewith until *we* shall have had an opportunity to inspect the damage. *You* shall give all necessary information and assistance and forward all documents to enable *us* to investigate, settle or resist any claim as *we* may think fit.

#### **4. Payment of Claims**

Indemnity for death of the *insured person* is payable to the named beneficiary, otherwise to the estate of the *insured person*. All other indemnities are payable to the *insured person*.

#### **5. Misrepresentation**

If *you*, the *insured person* or anyone acting for *you* makes a claim under the policy knowing the claim to be false, *we* will not pay the claim and all cover under the policy ceases.

#### **6. Subrogation**

*We* have the right to proceed at its own expense in the name of the *insured person* against third parties who may be responsible for an occurrence giving rise to a claim under this policy.

#### **7. Other Insurance**

If at time of a claim there is any other policy covering anything insured by this policy (except as provided by Section 3- Hole In One, Section 4 - Personal Accident and Section 5 – Hospital Cash Benefits), the benefits payable under this policy shall be limited to the balance of expenses not covered under such other insurance and will be subject to the limitations contained within this policy.

#### **8. Cancellation**

*We* have the right to cancel the policy or any section or part of it by giving 30 days' notice in writing by registered letter to *your* last known address.

*You* have the right to cancel this policy by giving 30 days' notice in writing to *us*. *We* will return *you* the premium for the unexpired period in accordance with *our* usual scale of short term premium provided no claim has been made during the current policy period.

#### **9. Policy Examination**

If *you* are not satisfied with this policy, *you* may return it to *us* within fourteen days of receipt. This policy will then be deemed as void from the effective date shown in the *schedule* and *we* shall not be liable for any loss sustained by the *Insured Person*. A full refund of any premium paid will be made.

#### **10. Grace Period**

A grace period of 31 days from the premium due date will be allowed for payment of each premium after the first premium, during which period this policy will remain in force.

#### **11. Renewal**

This policy may be automatically renewed by *us*, subject always to *our* prior consent from time to time and *your* payment of the premium in advance at *our* premium rate in force at time of renewals. In any event, *we* reserve the right to refuse to renew this policy and will not be obligated to reveal *our* reasons for such refusal.

#### **12. Governing Law and Jurisdiction**

This policy shall be governed by and interpreted in accordance with the laws of *Hong Kong* and subject to the exclusive jurisdiction of *Hong Kong* Courts.

#### **13. Arbitration**

All differences arising out of this policy shall be determined by arbitrator in accordance with the Arbitration Ordinance, Chapter 341, Laws of *Hong Kong* 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 *we* shall disclaim liability to the *insured person* for any claim hereunder and such claim shall

not within twelve calendar months from the date of such disclaimer have been referred to arbitrator 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.

#### **14. Compliance with Policy Provisions**

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

#### **15. Statement of Purpose for Collection of Personal Data**

All the personal information collected or held by *us*, howsoever obtained, may be used by *us* or disclosed to any individual or organization within or outside *Hong Kong* for the following purposes: (1) to assess and service this application, (2) to process the Direct Debit Authorization or credit card payment, (3) to provide marketing material for *us* or *our* associated companies and (4) to conduct insurance claims or analysis.

*You* or the *insured person* shall have the right of access to and to request correction of any personal information concerning themselves held by *us*. A request for such access and correction may be made to *our* Personal Data Privacy Officer at 24-27/F, One Island East, 18 Westlands Road, Island East, Hong Kong.

### **CLAIMS PROCEDURE**

STEP 1 – Notify *us* within 30 days of any occurrence likely to give rise to a claim.

STEP 2 – Fill in a claim form and supply the following documents as appropriate.

#### **Public Liability**

- Statement of the nature and circumstances of the incident or event. (No admission of liability or settlement can be made or agreed to without *our* written consent).
- All associated documentation received in connection with the incident or event (including copies of any summons, all court documents, solicitors' and other legal correspondence).

#### **Golfing Equipment & Personal Effects**

- Receipts, including date of purchase, price, model and type of items lost or damaged.
- Copy of notification to airline/carrier and their official acknowledgment in writing when loss or damage has occurred in transit.
- Police report (which must be made within 24 hours of the occurrence).

#### **Hole In One**

- The hospitality receipt from the golf clubhouse.
- Certificate/letter from the golf club.

#### **Personal Accident**

- Certificate issued by a *medical practitioner* certifying the degree or severity of disability.
- Police report, where relevant.

#### **Accidental Death**

- Death Certificate.
- Coroner's report.
- (In the event of a disappearance) proof of presumption of death as proclaimed by a court.

#### **Hospital Cash**

- *Hospital* statement with name of the patient, period of *confinement*, diagnosis and itemized charges.

### **HELPLINE SERVICE**

Please call *our* Services Hotline (between 9:00 am and 6:30 pm, Monday to Friday), to obtain assistance on any

problem for American Express Golfer Insurance of concern to you or your family:  
**2903 9445**

- End -

### 美國運通高爾夫球保險計劃

「本公司」將於收訖「閣下」所繳的保費後，將按照保險單內的定義、保障範圍、不承保事項、保單條款和嗣後發出的任何批單，為「閣下」提供保障。

#### 保障表

保障範圍	每人最高保障額(港幣)
1. 公共責任	\$10,000,000
2. 高爾夫球設備及「個人財物」 (包括會內及往返該會途中的高爾夫球設備)	\$30,000 (每件最高賠償為\$3,000)
3. 一桿入洞	每次\$3,000
4. 個人「意外」 (進行高爾夫球運動時)	\$1,000,000
5. 「住院」現金	\$50,000 (每天\$750)
附加免費保障予直系「家庭成員」	適用於各節

#### 詞彙定義

本保單內某些詞彙具有指定含意，釋義已分別列明如下。為方便「閣下」識別有關詞彙，特將此等詞彙全部加上引號。

「閣下」	指在「附表」一欄內註明為保單持有人。
「本公司」	蘇黎世保險有限公司。
「受保人」	「附表」上所載的受保人，而非職業高爾夫球手。
「家庭成員」	包括「閣下」的合法配偶及年齡在一歲至二十一歲接受「閣下」照顧的未婚及非受僱工作的子女，而非職業高爾夫球及與「閣下」長期居住的「受保人」。
「保險期」	「附表」內所訂明的保險有效期，而該保險期間的保費須為「本公司」接納。
「附表」	隨附本保單並構成保單一部份的附表。
「損傷」	「受保人」在「保險期」間，純粹因「意外」而非任何其他事故所蒙受的身體損傷。
「意外」	任何不可預見或預料並導致「受保人」蒙受身體「損傷」的突發事件。
「個人財物」	「受保人」或「家庭成員」通常穿戴在身上或隨身攜帶的個人物品，但不包括各種類貨幣。
「永久完全傷殘」	「閣下」遭遇「意外」而蒙受「損傷」，並且於事發後連續十二個月內完全不能從事任何根據「受保人」的學歷、專業訓練或經驗而可賺取薪金、酬勞或利益的工作。如「閣下」並無從事任何職業或工作，則指其喪失應付日常生活事務的能力。在保單完結時，傷殘必須是完全、持續及「永久」。
「永久」	「閣下」遭遇「意外」後傷殘情況由「意外」事故當日起計十二個月後情況並無好轉希望。

「斷肢」	失去手腕或足踝處或以上的肢體部份。
「失明」	視力完全喪失及無法復原。
「喪失說話能力」	無法發出說話所需的四種語音中的三種，例如唇音、齒齦音、顎音及軟顎音，或聲帶完全喪失功能，或大腦控制說話的中樞受損，導致語言失能症。
「失聰」	無可挽救地「永久」失聰。如： a ____分貝 = 500 赫茲失聰 b ____分貝 = 1,000 赫茲失聰 c ____分貝 = 2,000 赫茲失聰 d ____分貝 = 4,000 赫茲失聰 即 $1/6(a + 2b + 2c + d)$ 高於 80 分貝。
「殘廢」	完全喪失功能效用，其性質與完全失去肢體或器官相同。
「投保前已存在的傷疾」	「閣下」在「保險期」前曾接受治療、診斷或處方藥物，又或遵照「醫生」囑咐尋求醫學意見或治療的疾病。
「醫院」	符合下列條件的機構： 1. 持牌醫院(如所在國家或司法管轄區規定領取牌照)； 2. 主要業務為接受患病、染恙或受傷人士「住院」及提供醫療護理服務； 3. 駐有註冊護士或合格護士每天 24 小時提供看護服務； 4. 時刻均有一名或以上持牌「醫生」駐院； 5. 提供有組織的設施為「住院」病人進行醫學診斷及大型外科手術；及 6. 主要業務並非診所、護理院、療養院、復康院或同類機構，亦非戒酒所或戒毒所。
「住院」	遵從「醫生」囑咐入住「醫院」最少 12 小時接受治療，並且持續逗留於「醫院」內直至出院。「受保人」必須出示「醫院」發出的每日病房及膳食費用單據，以作證明。
「醫生」	擁有合格西醫學位，並已根據《醫生註冊條例》(香港法律第 161 章)規定，獲准在其執業地區合法提供醫療及外科手術服務的註冊醫生，而非為「閣下」或「受保人」。
「戰爭」	兩國或多國因任何事故交戰，或主權國家之間的武裝衝突，不論正式或未正式宣戰的公開軍事衝突，又或國與國之間經國家正式批准而：i) 宣佈中止和平關係；及 ii) 陷入武裝敵對局面。
「恐怖活動」	恐怖活動包括任何人或團體不論合法與否獨自行動或代表任何組織或政府，為達到政治、宗教、意識或類似目的包括不論合法與否意圖影響任何國家、政治部門，由此而威脅公眾或任何國家的部份公眾的行為、準備或恐嚇行動包括： • 涉及以暴力對待一人或多個人；或 • 涉及財物損毀；或 • 危害生命但不包括執行行動的人；或 • 對健康或公眾或部份公眾的安全製造風險；或 • 設計去干擾或破壞某電子系統。
「香港」	中華人民共和國香港特別行政區。

## 保障範圍

### 第一節 公共責任

若「受保人」或「家庭成員」須按法律規定支付任何款項，「本公司」將為「受保人」或「家庭成員」支付在「保險期」內，「受保人」或「家庭成員」在任何高爾夫球場練習或進行高爾夫球運動時，因：

- (a) 「意外」導致任何人士「損傷」；或
- (b) 「意外」導致財物損害。

「本公司」並支付所有經其書面同意的有關費用及開支。「本公司」在任何「保險期」內就任何一宗或連串事件所導致「損傷」的最高賠償額為港幣 10,000,000 元。

如「受保人」或「家庭成員」死亡，「本公司」將遵從本保單所載的條款及限制規定，就「受保人」或「家庭成員」招致的責任向其合法個人代表支付賠償，惟該等合法代表必須猶如「受保人」一般履行及遵守本保單的所有適用條款、條件及不承保事項。

#### 第一節 不承保事項

若由以下情況所引致的責任，「本公司」將不會作出賠償：

- (a) 「受保人」或「家庭成員」蒙受「損傷」或死亡，或「損傷」時正為「受保人」或「家庭成員」服務的人士，球僮除外；
- (b) 「受保人」或「家庭成員」擁有、掌管或控制的財產遭受損失或損害，或任何人士為「受保人」或「家庭成員」掌管控制的財產遭受損失或損害；
- (c) 擁有或使用任何機動客運的車輛，使用高爾夫球車進行高爾夫球運動除外；
- (d) 「受保人」或「家庭成員」未經「本公司」同意而已經同意支付任何款項以作賠償。
- (e) [直接及/或間接因石棉、石棉產品或任何含有石棉之產品](#)。

#### 第二節 高爾夫球設備及「個人財物」

如在「保險期」內，因「意外」或不幸事故導致以下損失或損害，「本公司」將向「受保人」或「家庭成員」作出以下賠償：

- (a) 高爾夫球設備，包括在任何經認可高爾夫球會內或在往返該會途中任何高爾夫球袋、球、推車及傘蒙受損失及損害；

(b) 「個人財物」，包括在任何經認可高爾夫球會內「受保人」或「家庭成員」的衣著服飾；

在任何「保險期」內，「本公司」的最高賠償額為港幣 30,000 元，而每件財物的最高賠償額為港幣 3,000 元。

#### 第二節 不承保事項

「本公司」不會承保以下事項的賠償責任：

- (a) 因物品損耗或功能衰退所導致或引起的損失或損害；
- (b) 損失高爾夫球，但如高爾夫球盛載於高爾夫球袋內而球袋同時遺失則例外；
- (c) 玩球時損毀的高爾夫球；
- (d) 鐘錶、珠寶、皮草、小飾物、攝影機、金牌、錢幣、現金、信用卡、現金卡、支票、郵票、文件或任何類別證券的損失或損害；
- (e) 在發現損失後二十四小時內未向當地警方、航空公司或其他運輸公司報告的任何損失。
- (f) 每宗索償的首港幣 250 元。

#### 第三節 一棒入洞

如「受保人」或「家庭成員」一棒入洞，並按照球會慣例獲得正式核證，「本公司」將賠償「受保人」或「家庭成員」在當日於高爾夫球會內的款待費用，最高賠償額為港幣 3,000 元。當由球座擊出的第一棒無法擊出/擊失而第二棒為罰球時，本項保障將包括由球座擊出的第三棒。

#### 第四節 個人「意外」

在「保險期」內如「受保人」或「家庭成員」在高爾夫球內以球手身份，遭遇「意外」導致「損傷」，並於事發後十二個月內導致死亡及傷殘，「本公司」將作出以下賠償：

保障表

保障項目		保障額百分率
「意外」死亡及傷殘		
1.	死亡	100%
2.	「永久完全傷殘」	100%
3.	四肢「永久」癱瘓	100%
4.	雙眼「永久」完全「失明」	100%
5.	單眼「永久」完全「失明」	100%
6.	失去兩肢或兩肢「永久」完全「殘廢」	100%
7.	失去單肢或單肢「永久」完全「殘廢」	100%
8.	「喪失說話能力」及「失聰」	100%

9.	「永久」精神失常	100%
10.	「永久」完全「失聰」： (a) 雙耳 (b) 單耳	75% 15%

在同一宗「意外」事件中，「本公司」只會賠償以上「保障表」的其中一項。假如「受保人」在同一次「意外」事件導致多項上述保障項目，「本公司」將就其中最高賠償額的一項作出賠償。

任何「受保人」或「家庭成員」就上述任何保障項目獲得賠償後，其保險即會終止，但該「受保人」或「家庭成員」仍有權就導致上述保障項目的「意外」提出索償。

在任何一個「保險期」內，每次「意外」及本節最高賠償額為港幣 1,000,000 元。  
如「家庭成員」於「損傷」時未滿二十一歲，本節最高賠償額為港幣 100,000 元。

#### 第四節 附加保障

在「保險期」內如「受保人」或「家庭成員」乘坐任何陸路公共交通工具，由「受保人」的住所直接啓程到任何經認可的高爾夫球會或打擊場地及回程直接由任何經認可的高爾夫球會或打擊場地至「受保人」的住所，因「意外」事故死亡或「永久完全傷殘」，「本公司」將支付本節的賠償金額。

#### 第四節 不承保事項

「本公司」不會作出任何有關疾病或病症的賠償。

#### 第五節 「住院」現金

如「受保人」或「家庭成員」在「保險期」內以球手身份在高爾夫球場，因「意外」蒙受「損傷」，需遵照「醫生」囑咐而以「住院」病人形式留院接受治療，「本公司」將賠償每日「住院」現金限額為港幣 750 元。

在任何「保險期」內，本節的最高賠償總額為港幣 50,000 元。

#### 一般不承保事項 - 適用於各節

「本公司」不會就以下原因直接或間接引致的「損傷」、「意外」、死亡、傷殘、損失或有關費用作出賠償：

1. 「投保前已存在的傷疾」、先天及遺傳性疾病所引起的索償；
2. 「受保人」任何違法或非法行爲，被海關或其他機關沒收、扣留、毀滅財物；
3. 自殺或蓄意自我「損傷」不論精神錯亂與否、打鬥（自衛例外）、招惹襲擊及拒捕；
4. 神經失常，或因酗酒或濫用藥物影響下而引致的「意外」或「損傷」；
5. 「受保人」或其受益人或彼等的代表所作出的非法行爲；
6. 嬰孕、分娩或流產，不管因為「意外」加劇或導致該「損傷」；
7. 先天缺陷或不正常；
8. 並非以繳費乘客身份乘坐持牌航空公司航機或包機；身為交通工具的操作人員或工作人員時蒙受的「損傷」；
9. 「受保人」參與任何駕駛比賽、耐力賽、競賽（徒步以外），又或參加職業體育活動而「受保人」可能或可以賺取收入或報酬的體育活動；
10. 「閣下」並未採取所有合理行動保障「閣下」的財物/款項或防止蒙受身體「損傷」，以盡量避免就本保單提出索償；
11. 任何間接損失；
12. 「閣下」「住院」作留院病人期間離院返家；
13. 由於 HIV(人類免疫力缺乏症病毒)及/或愛滋病等與 HIV 有關的任何「疾病」及/或不論如何引起或不論如何定名的有關「疾病」，其任何突變體衍化物或變種造成的任何身體「損傷」、「疾病」、死亡、損失、費用或其他責任；
14. 不承保核子條款  
此保單並不承保以下原因直接或間接引致的「損傷」、「意外」、死亡、傷殘、損失或有關費用：
  - a. 核子武器、原料、成分、廢料或燃料；
  - b. 任何核子燃料、核子燃料燃燒後所產生的核子廢料或任何所產生的電離子輻射或放射性污染。「燃

- 燒」一詞純粹為此不承保事項將包括任何自行承受過程中的原子分裂；
- c. 放射性毒素或爆炸物或任何有爆炸性核子匯聚或成分的其他危險性物產。
15. 不承保「戰爭」及「恐怖活動」條款  
此保單並不承保以下原因直接或間接引致的「損傷」、「意外」、死亡、傷殘、損失或有關費用：  
a. 「戰爭」、侵略、外敵行動、敵對局面、類似「戰爭」行動(不論曾正式宣戰與否)、內戰、叛變、民亂、軍事暴動、起義、反叛、革命、軍事或篡權行動；  
b. i) 任何「恐怖活動」不理任何原因或事件促成或有任何連串事件引致損失。  
ii) 任何因控制、制止、鎮壓、報復及反應任何的「恐怖活動」。

如有任何行動或訴訟關於「本公司」引用此條款而不負責任何損失或損毀，「受保人」或保單持有人需自行負責提供證據證明該損失或損毀是受保範圍之列。

## 保單條款- 適用於各節

### 1. 整體協議

本保單，包括「附表」、批單、附件及修訂本(如有者)，乃立約各方之間的整體協議。任何代理人或其他人士均無權更改或豁免本保單的任何條款。本保單如有任何修改，必須獲得「本公司」的行政人員批准並簽發批單作實，方為有效。

### 2. 年齡限制

除非在本保單內另有規定，否則本保單提供的保障只適用於年齡介乎十八歲至七十歲的成年人；未婚及未受僱之子女，年齡則必須介乎一歲至廿十一歲。

### 3. 索償

如獲悉任何有可能導致索償的事況，「閣下」必須：

- 盡快通知「本公司」；
- 向「本公司」提供合理的幫助及資料，並要求「閣下」在合理情況下支付有關的費用；
- 在接獲任何令狀、傳票或其他通訊後即時提交「本公司」；
- 在事件發生後三十天內向「本公司」提供詳盡資料，並提交「本公司」所需要的一切證明；
- 「本公司」有權要求及指定一位醫學公證人就非致命性「損傷」進行檢驗，或因死亡而進行驗屍；
- 「閣下」須盡其最大努力保存任何已損毀或不良的器材或物品，以便在任何索償中作為證物。如情況許可，「閣下」應盡量避免在「本公司」檢驗有關物品受損情況之前，未經「本公司」同意，更改或修理與「意外」有關的器材或物品。「閣下」應提供所有必要資料及援助，並轉交所有必要文件，以便「本公司」酌情調查、解決或抗辯任何索償。

### 4. 支付索償款項

如「受保人」身故，「本公司」將向其指定的受益人支付賠償，如無指定則付予「受保人」的遺產繼承人。所有其他賠償一律付予「受保人」。

### 5. 虛報資料

若「閣下」或「受保人」代表「閣下」的任何人士明知索償事項虛假，仍按照保單提出索償，「本公司」將不會支付任何賠償，而本保單所有承保事項亦不再有效。

### 6. 代位權

「本公司」有權自費以「受保人」名義對任何導致索償的承保事件的第三者追討賠償。

### 7. 其他保險

當索償時，如有其他保單保障同類項目，則本保單僅賠償該等保險不保障的結餘，並以本保單的限額為限。(第三節一棒入洞、第四節個人「意外」保障、及第五節「住院」現金保障除外)。

## **8. 取消保單**

「本公司」有權以三十天書面通知取消保單或任何章節或部份，通知書將以掛號郵件形式寄至「閣下」最後登記地址。

「閣下」亦有權以三十天書面通知「本公司」取消保單，如在該段保單生效期間無索償紀錄，「本公司」將按比例退還「閣下」已繳付但尚未期滿的保費。

## **9. 退回保單**

「閣下」如對本保單不滿意，可於接獲本保單後十四日內退回「本公司」，本保單將由「附表」註明的生效日期起被視為失效。「本公司」毋須就「受保人」的任何損失承擔賠償責任，並退還「閣下」已繳訖的所有保費。

## **10. 寬限期**

「閣下」付訖首期保費後，將於每次保費到期時給予「閣下」三十天寬限期。在寬限期内，本保單仍維持有效。

## **11. 繢訂保單**

經「本公司」同意，本保單可每年自動續保，但「閣下」須先繳付「本公司」屆時所厘定的保費，以續訂本保單。「本公司」保留權利拒絕續保本保單，並且毋須披露「本公司」拒絕續保的原因。

## **12. 管轄法律及司法裁判權**

本保單受「香港」法律管轄及按其詮釋，並且服從「香港」法院的專有司法裁判權。

## **13. 仲裁**

如有任何關乎本保單的爭議，一律按照現行的《仲裁條例》（「香港」法例第 341 章）及不時生效的修訂本規定進行仲裁。如爭議各方未能協定仲裁人或公證人人選，則由「香港」國際仲裁中心現任主席委任。現明確規定，爭議各方必須待至仲裁裁決，方可就本保單展開其他法律行動或訴訟。如「本公司」不承認「受保人」追索的本保單賠償責任，而「受保人」並未於十二個月內按本保單規定將事件交由仲裁處理，即被視為已放棄索償權利，此後不得再行追討。

## **14. 遵從保單條款**

如「受保人」違反本保單任何條款，所有就本保單提出的索償均告無效。

## **15. 收集個人資料的用途聲明**

一切由「本公司」所收集或持有的個人資料，不論以任何方式獲得，均可供「本公司」使用或向在「香港」境內或境外的任何人士或機構披露作以下用途：(1) 評核此項申請；(2) 辦理直接付款授權書或信用卡付款；(3) 提供「本公司」及聯營機構作推廣資料用途；及(4) 處理保險的索償或有關之分析用途。

「閣下」或「受保人」有權查閱及要求更改由「本公司」持有有關他們的任何個人資料。任何關於個人資料查閱或更改的要求，可向「本公司」之個人資料私隱主任提出，地址為香港港島東華蘭路 18 號港島東中心 24-27 樓。

## **賠償程序**

步驟一：於可能導致索償的事件發生後三十天內通知「本公司」。

步驟二：填寫賠償申報表及提交下列適當證明文件。

## **公共責任**

- 事件性質及情況聲明(未經「本公司」書面同意，不得承認責任或作出解決或協議)。
- 就「意外」或事件接收的所有有關文件(包括任何法院傳票副本、所有法院文件、律師函件及其他法律往來文件)。

#### **高爾夫球設備及「個人財物」**

- 收據，包括遺失或損壞物件的購買日期、價格、型號及類別。
- 如行李在轉境時遺失，提交致航空公司/運輸公司的通知書副本及其正式確認書。
- 警方報告(必須於事發後 24 小時內發出)。

#### **一棒入洞**

- 高爾夫球會所發出的款待費用收據。
- 高爾夫球會所發出的證書/信件。

#### **人身「意外」**

- 「醫生」簽發的「醫生」證明書，證明傷疾程度或嚴重狀況；
- 警方報告(如相關者)。

#### **「意外」死亡**

- 死亡證。
- 法醫官報告。
- (如屬失蹤)法院宣佈假設「受保人」死亡的證明。

#### **「住院」現金**

- 載有病人姓名，「住院」日期，診斷結果及收費分類項目的「醫院」賬單。

#### **查詢服務**

「閣下」或「家庭成員」對美國運通高爾夫球保險計劃事宜有任何疑問，歡迎在辦公時間(星期一至五，上午九時至下午六時三十分)使用「本公司」的服務及索償熱線

**2903 9445**

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此乃中文譯本，僅供參考之用。若與英文版本有異，概以英文版本為準。

This Chinese Version is for reference only. In the event of dispute, The English Version of this form shall prevail.