

Golfer's Policy

Consumer Insurance Contract

This Policy is issued in consideration of the payment of premium as specified in the **Schedule** and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when the **You** applied for this insurance) and the time this contract agreed. The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

Non-Consumer Insurance Contract

This Policy is issued in consideration of the payment of premium as specified in the **Schedule** and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this insurance) and the time this contract agreed. The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**. In the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures made by **You**, it may result in avoidance of the **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of the **Your** contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

It is agreed that if at any time during the **Period of Insurance** or any further period for which **We** may accept payment for the renewal or extension of this Policy, **We** will, subject to the terms, conditions and exclusions stated in this Policy, pay **You** for the coverage stated in this Policy in the event of happening in any recognized Golf Course within the Territorial Limit stated in the **Policy Schedule**.

DEFINITION

Certain words have been defined below. These have the same meaning wherever they are used in the Policy. They are **bold** and begin with a capital letter (e.g. **Insured, You, Your**).

Insured/You/Your

shall mean the policyholder and person(s) Insured described in the **Schedule**.

Period of Insurance

shall mean the duration of the Policy as stated in the **Schedule**.

Schedule

The Schedule containing the **Your** details, sum insured, and **Period of Insurance**. The Schedule forms part of the Policy.

We/Us/Our

shall refer to Zurich General Insurance Malaysia Berhad.

COVERAGE

SECTION 1- LIABILITY TO THE PUBLIC

We will cover you against legal liability arising out of claims made on **You** in respect of accidents caused by **You** whilst playing or practicing golf on any recognized Golf Course resulting in: -

- a) Accidental bodily injury to any person not being a member of **Your** family or household or working for **You**.
- b) Accidental damage to property not belonging to or in the charge of or under the control of **Your** a member of **Your** family or household or of any person in his service.

And all costs and expenses of litigation recovered by any claimant against **You** or incurred with **Our** written consent in respect of a claim against **You** to which the indemnity expressed in this Policy applies.

Provided Always That the amount payable under this section in respect of any one (1) accident or series of accidents constituting one (1) occurrence shall not in any case exceed the sum of RM 250,000.00.

SECTION 2— PERSONAL ACCIDENT

If **You** suffer bodily injury caused solely and directly by violent, accidental, external and visible means which such injury shall independently of any other cause whilst **You** are playing or practicing golf on any recognized Golf Course, shall within ninety (90) days result in any of the following Insured events, **We** will pay **You** or in the event of **Your** death, to **Your** legal personal representatives the amount stated below.

Insured Events	Sum Insured
1) Death	1) RM 20,000
2) Total and irrecoverable loss of all sight in both eyes.	2) RM 20,000
3) Total loss by physical severance of both hands or both feet or of one hand and one foot.	3) RM 20,000
4) Total loss by physical severance of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	4) RM 20,000
5) Total and irrecoverable loss of all sight in one eye	5) RM 10,000
6) Total loss by physical severance of one hand or one foot	6) RM 10,000

PROVIDED ALWAYS THAT

- a) This Section is not applicable if at the same time of the accident **You** have attained the age of 65 years.
- b) **We** do not cover any claims caused by:
 - a. Suicide (whether felonious or not) or attempt threat, any event happening to **You** whilst insane or intoxicated nor in respect of any result attributable either wholly or in part to hernia however caused, venereal disease, or in the case of a women childbirth or pregnancy
 - b. Until the total amount shall have been ascertained and agreed
- c) If **You** suffer a bodily injury that results in more than one (1) of the Insured events 1 to 6 above, **We** will only pay for one (1) Insured events. In the event of a claim is made on this section, this section shall ceased to be in force.
- d) **We** shall not be liable if **You** do not procure and act upon medical advice from a duly registered medical practitioner as soon as practicable after the happening of the Insured event.

SECTION 3 - GOLFING EQUIPMENT & PERSONAL EFFECTS

We will cover **You** against loss of or damage to:-

- a) Golf Clubs, Bags and Bag Trundlers and other Golf Accessories belonging to the Insured whilst kept in any building or in transit but not exceeding the sum of RM500.00 per club and RM3, 000.00 during any one Period of Insurance.
- b) Personal Effects belonging to **You** whilst kept in any Golf Club House Professional's Shop but not exceeding the sum of RM1,000.00 during any one Period of Insurance.

Occasioned by Fire, Burglary or Accidental Damage

- 1) **We** shall not be liable under Section 3 for loss of or damage to Mobile/Hand phone, Watches, Jewellery, Trinkets, Money, Securities or Stamps.
- 2) On the happening of any loss insured under Section 3, **We** shall be entitled to take and keep possession of the property concerned and to deal with the salvage in a reasonable manner and this Policy shall be proof of leave and license for such purpose. No property may be abandoned to **Us**. **You** shall furnish to **Us** invoices or receipts of purchase to validate the claim.
- 3) Wear and tear and depreciation of golfing equipments will be discounted according to the scale below.

Age of Equipment	Amount of Depreciation
Less than one year	25%
One to two year	35%
Two to three years	45%
Three years and above	60%

- 4) **We** shall not be liable for theft of Golf Clubs, Bags Trundlers and other Golf Accessories while kept in an automobile unless all doors and windows are securely locked, and in the event of a loss by theft from an automobile visible signs of forcible entry must be evident.

SECTION 4 - HOLE IN ONE

In the event of the Insured effecting a "Hole in One" golf shot, **We** will pay to **You** the cost of hospitality in the Club House up to an amount RM500.00 which by local custom **You** are required to extend to members of the Club. Such expenses must be incurred on the same day as the achievement of the "Hole in One".

EXCEPTIONS

We do not cover: -

- 1. Loss or damage which either in origin or extent is directly or indirectly, proximately or remotely occasioned or contributed to by any of the following occurrences, namely:
Earthquake, volcanic eruption, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government of public or local authority or loss or damage occurring the continuance or the (physical or other) abnormal conditions connected with or resulting from any of the abovementioned. If and when required the Insured shall as a condition precedent to the payment of any claim, provide to the satisfaction of the Company that the loss or damage was not occasioned directly or indirectly, wholly or partly, by, through, or in consequence of any of the abovementioned, but occurred independently thereof.
- 2. Wear and tear
- 3. Loss or damage directly or indirectly due to the Insured having caused or suffered anything to be done whereby the risk hereby insured was increased.
- 4. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapon's material.
- 5. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity, from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

TERRITORIAL LIMITS - WORLDWIDE

FAMILY COVER

If family cover is required, then the term "You" shall include:

- a) **Your** spouse
- b) **Your** children below the age of 21, who are dependent on the **You** for support and maintenance.

PREMIUM WARRANTY

It is a fundamental and absolute special condition of this Policy that the premium due must be paid and received by **Us** within sixty (60) days from the inception date of this Policy/Endorsement/Renewal Policy. If this condition is not complied with then this Policy is automatically cancelled and **We** shall be entitled to the pro rata premium for the period they have been on risk. Where the premium payable pursuant to this warranty is received by **Our** authorised agent, the payment shall be deemed to be received by **Us** for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on **Us**. Subject otherwise to the terms and conditions of this Policy.

CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by **Your** and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of **Ours** to make any payment under this Policy.
2. **We** shall be entitled to undertake in **Your** name and on behalf of **You** the absolute conduct and settlement of any proceedings and to take proceedings at its own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of anything Insured by this Policy.
3. **You** shall on receiving notice of any accident to or claim by any third party give immediate notice thereof in writing to **Us** and shall supply full particulars thereof in writing and shall send to **Us** any writ summons of other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable **Us** to settle or resist any claim or to institute proceedings.
4. **You** shall not incur any expense in making good any damage without **Our** written consent and shall not negotiate, pay, settle, admit or repudiate any claim without **Our** consent.
5. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy, **We** shall be liable for the claim.
6. In the event of a claim under Section 1, 3 or 4 of this Policy and there is any other insurance covering the same loss, damage or liability, **We** will only pay **Our** rateable proportion.
7. **We** may give seven (7) days' written notice with valid reason to cancel this Policy by registered letter to **Your** last known address, in which case a proportion of the premium corresponding to the unexpired Period of Insurance will be returned. Similarly, the **You** may, at any time cancel this Policy by providing **Us** seven (7) days written notice in which **We** will retain the customary short period of premium for the time the Policy has been in force.
8. 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 calendar month after having been require in writing to do so 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 **Us**. If **We** shall disclaim liability to **You** for any claim under this Policy 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

JURISDICTION CLAUSE

The Indemnity expressed in this Policy shall not apply to or include: -

- a) compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
- b) costs and expenses of litigation recovered by claimant from **You** which are not incurred in and recoverable in Malaysia.

NOTICE UNDER PERSONAL DATA PROTECTION ACT 2010 (PDPA)

The Personal Data Protection Act 2010 which regulates the processing of personal data in commercial transactions, applies to **Us**. **You** may make inquiries, complaints, request for access, update, correct or change any of **Your** personal data, limit the processing of **Your** personal data and/or to opt-out of **Our** use at any time hereafter by submitting such request to **Us** via email to callcentre@zurich.com.my. Any such request must state clearly the full name, identity document number, policy number, telephone number and address of the person making such request.

The processing of **Your** personal data is subject to **Zurich General Insurance Malaysia Berhad's** Personal Data Protection Notice as published on <https://www.zurich.com.my/PDPA>.

TAX PROVISION

All premium and fees payable under this Policy may be subject to Tax. If Tax is imposed, it will be stated in the invoice and Zurich General Insurance Malaysia Berhad reserves the right to claim or collect the Tax from the Insured in addition to the premium and/or fees payable under this Policy.

Tax shall mean any present or future, direct or indirect, tax, levy or duty, including consumption tax or any tax of similar nature, which is imposed on goods and services by government or tax authority.

IMPORTANT

The Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover be not in accordance with the wishes of the Insured, advice should at once be given to the Company and the Policy returned for attention.

The benefit(s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Zurich General Insurance Malaysia Berhad or PIDM (visit www.pidm.gov.my).

PROCEDURES FOR MAKING INSURANCE COMPLAINTS

Please examine the insurance policy to ensure that it meets your requirement.

To avoid misunderstanding, it is very important that the Policy, the Schedule and any Endorsements attached therein be read thoroughly.

If you have any complaints or grievances pertaining to your policy, please contact your agent, if any or get in touch with our issuing office. We assure you that your complaints will be attended to promptly.

As a responsible insurer, we wish to bring to your attention that you could also address your dissatisfaction to the Ombudsman for Financial Services (OFS) or to Bank Negara Malaysia's Customer Service Bureau (CSB) as listed below.

Procedures for complaint to OFS

If you are not satisfied with the decision of the Company, you may write to the Mediator with details of the dispute and particulars of your policy.

If the Mediator makes an award against the Company, you are required to inform the Mediator of your decision to accept or deny the award within 14 (fourteen) days.

If you do not accept the award, you may reject the decision of the Mediator. You are free to institute a court proceeding against the Company or refer it to Arbitration.

You may communicate with the Company at:

Zurich General Insurance Malaysia Berhad

Level 23A, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia
Tel: 03-2109 6000 Fax: 03-2109 6888 Call Centre: 1-300-888-622 E-mail: CallCentre@zurich.com.my

You may communicate with OFS at:

Ombudsman for Financial Services

(Formerly known as Financial Mediation Bureau)
Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
Tel: 03-2272 2811 Fax: Tel: 03-2272 2811 Email: enquiry@ofs.org.my Website: www.ofs.org.my

Procedures for complaint to CSB

Alternatively you may put forward your dissatisfaction over the conduct of the Company by writing to CSB giving details of your complaint and particulars of your policy to:

Contact Centre (BNMTELELINK)

Laman Informasi Nasihat dan Khidmat (LINK), Bank Negara Malaysia,
P.O. Box 10922, 50929 Kuala Lumpur.
Tel: 1-300-88-5465 (1-300-88-LINK) (Overseas: +603-2174 1717) Fax: +603-2174 1515
Email: bnmtelelink@bnm.gov.my

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