

GOLFERS POLICY WORDING

(Issued in accordance with Decision No.24/2019-QĐHN-TMIV dated 22 July, 2019 by General Director of Tokio Marine Insurance Vietnam Company Limited)

WHEREAS the Insured (not being a professional golfer who derives their substantially income from playing, teaching, and coaching golf or is employed by a golf club as a club professional) by a Proposal or by giving information which shall be the basis of the contract and be held as incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

THIS POLICY WITNESSES that the **Tokio Marine Insurance Vietnam Company Limited** (hereafter called the Company) agrees subject to the terms exceptions and conditions contained herein or endorsed hereon to indemnify or compensate the Insured as hereinafter provided.

PART I - COVERAGES

1. SECTION I - LIABILITY TO THE PUBLIC

1.1. Coverages

The Company will indemnify the Insured against:

(A) All sums which the Insured shall become legally liable to pay for compensation in respect of:	
(1) Accident bodily injury to any person (2) Accidental damage to property	happening during the Period of Indemnity and caused by the Insured whilst and as a consequence of playing or practising golf on any golf course.
(B) All costs and expenses of litigation recovered by any claimant against the Insured	in respect of a claim against the Insured for compensation to which the indemnity expressed in this Section applies
(C) All costs and expenses of litigation incurred with the written consent of the Company	

Provided that the liability of the Company under this Section for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the amount specified in the policy schedule as the Limit of Indemnity any one accident.

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

1.2. Exclusions

The indemnity expressed in this Section shall not apply to nor include:

- a) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement;
- b) liability in respect of injury to or illness or disease of any person under a contract of labor or apprenticeship with the Insured if such liability is in respect of injury or illness or disease arising out of and in the course of the employment of such person by the Insured or any sums payable by the Insured under legislation relating to occupational injury or illness or disease provided that this Exception shall not apply to a person casually engaged by the Insured solely for his services as a caddie;
- c) liability in respect of loss of or damage to property:
 - (i) belonging to the Insured;
 - (ii) in the charge or under the control of the Insured or any servant or agent of the Insured.

2. SECTION II - PERSONAL ACCIDENT

Coverages

If during the Period of Indemnity, the Insured whilst on any golf course for the purpose of playing golf shall sustain bodily injury caused solely by violent accidental external and visible means, the Company will pay to the Insured or in the event of his death to his Executors or Administrators the sum or sums of money hereinafter specified provided such injury shall independently of any other cause be the sole cause of:

- a) Death;
- b) Total and permanent loss of all sight in both eyes;
- c) Total loss by physical severance or total and permanent loss of use of both hands or both feet or of one hand

and one foot;

- d) Total loss by physical severance or total and permanent loss of use of one hand or one foot together with the total and permanent loss of all sight in one eye;
- e) Total and permanent loss of all sight in one eye;
- f) Total loss by physical severance or total and permanent loss of use of one hand or one foot;
For (a) to (f) - occurring within twelve months of bodily injury as aforesaid.
- g) Temporary total disablement from engaging or attending to usual employment or occupation;
For (g) - VND1,050,000 per week for a period not exceeding 104 weeks from the happening of the insured event.

This insurance shall not apply to death loss or disablement consequent upon suicide or intentional self-injury or any attempt thereat.

3. SECTION III - GOLFING EQUIPMENT (INCLUDING CLUBS BAGS AND CADDIE CARS)

3.1. Coverages

If during the Period of Indemnity golfing equipment (the property of the Insured) be lost or damaged by any accident or misfortune at any golf course or in transit thereto or therefrom then the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage provided that the liability of the Company under this Section in respect of loss of or damage to any one golf club shall not exceed VND4,500,000 and in respect of all loss or damage occurring during any one Period of Indemnity shall not exceed the limit specified in the policy schedule.

3.2. Exclusions

The indemnity expressed in this Section shall not apply to nor include:

- a) loss or damage arising from wear and tear or gradual deterioration or depreciation;
- b) loss or damage to golf balls in play;
- c) loss by theft not consequence upon actual forcible and violent entry into or exit from a securely locked vehicle;
- d) the first VND650,000 of each claim.

4. SECTION IV - PERSONAL EFFECTS

4.1. Coverages

The Company will by payment (or at its option by repair reinstatement or replacement) indemnify the Insured against loss or damage (other than by wear and tear or gradual deterioration or depreciation) to personal effects (not being property insured under Section III) belonging to the Insured (excluding watches jewellery trinkets field and other glasses cameras portable radio sets money securities stamps and motor vehicles and accessories) whilst such effects are at any recognised golf club provided that the liability of the Company under this Section in respect of all loss or damage occurring during any one Period of Indemnity shall not exceed the limit specified in the policy schedule.

4.2. Exclusions

The indemnity expressed in this Section shall not apply to nor include:

- a) loss or damage to cash, cash cards, credit cards, banknotes, securities, bonds, stamps or documents of any kind;
- b) loss or damage to watches, jewelries, accessories of any kind, spectacles, contact lenses, dentures;
- c) loss or damage to camera, tape recorder, portable telephones or any electronic equipment and the like;
- d) loss or damage caused by or resulting from wear and tear, denting or scratching, moth or vermin, depreciation;
- e) the first VND650,000 of each claim.

5. SECTION V - INDEMNITY FOR A HOLE IN ONE & ALBATROSS

Coverages

The Company will indemnify the Insured for the cost of hospitality in any licensed golf club, which by local tradition he is required to extend to members in the event of the Insured making hole out in one stroke or Albatross stroke up to an amount not exceeding the limit specified in the policy schedule.

6. GENERAL EXCLUSIONS APPLYING FOR ALL SECTIONS

- a) This Policy does not cover any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity

from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.

- b) The indemnity or compensation provided by this Policy shall not apply to nor include any accident loss destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- c) The Company will not be liable for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

PART II – GENERAL CONDITION

1. APPLYING TO WHOLE POLICY

1.1. Assignment

The interest of the Insured under this Policy shall be assignable only with prior written consent of the Company except by operation of applicable laws and the Company has been informed.

1.2. Cancellation

In case the Policyholder requests to cancel this policy, a written notice must be sent to the Company at least 30 (thirty) days prior to the date of proposed cancellation at its registered address shown in the schedule. The Company will return a premium of 80% for the remaining Insurance Period.

If case the Company requests to cancel this Policy, a written notice must be sent to the Policyholder at least 30 (thirty) days prior to the date of proposed cancellation at its registered address shown in the Schedule or its last known address notified by the Policyholder. The Company will return a premium of 80% for the remaining Insurance Period.

In both cases above, no refund will be made if the Policyholder has made any claim to the Company.

To avoidance of doubt, the refund of premiums by the Company shall not be a condition precedent to the effectiveness of cancellation date but such payment shall be made as soon as practicable.

1.3. Changes

During the Insurance Period, any change of Insuring agreements, provisions and conditions of this Policy shall be only valid upon endorsement issued by the Company that forms an integral part of this Policy.

1.4. Condition precedent

The due observance and fulfilment of the Terms, Exclusions and Conditions of this Policy as well as the truth and completeness of all information and documents provided to the Company relating to this Policy (include but not limited to Proposal Form, Claim Form, claim supporting documents as well as all other information provided), shall be conditions precedent to any liability of the Company to make any payment under this Policy. The Company may refuse the claim in full or in part by which the Company may be affected due to the Insured's non-compliance.

1.5. Identification

Proposal form (if any), Policy Schedule/Certificate, Policy wording, and any endorsements arising therefrom shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy wording or of the Schedule shall bear such specific meaning wherever it may appear.

1.6. Fraudulent claims

If any claim made under this Policy be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, the Company shall immediately cancel this Policy and cease its liability to pay for such claim and/or request for return of any paid benefits from the Insured. All earned premium shall be kept by the Company as the compensation for such act.

1.7. Territorial limit

This Policy covers loss of or damage occurred within the boundary of any recognised golf club or golf course anywhere in the world (excluding U.S.A. & Canada).

1.8. Loss notification

The Insured shall give notice in writing to the Head Office or Branch Office of the Company immediately upon receiving notice of or sustaining any accident loss or damage but in any event within one calendar month of the happening In the case of burglary housebreaking larceny or theft the Insured shall give immediate notice to the Police and shall take all practicable steps to cause the discovery and punishment of the guilty person or persons and to trace and recover the property.

1.9. Notice

Any notice required thereunder to be given to the Insured shall be in writing and addressed to the Insured contact as stated in the Schedule/ Certificate or its last known address as informed by the Insured to the Company.

Any notice required thereunder to be given to the Company shall be in writing and addressed to the Company's

registered address as stated in the Schedule/Certificate.

2. APPLYING TO SECTION I

2.1. Written notice

Every letter claim writ summons and/or process shall be notified or forwarded to the Company immediately on receipt.

2.2. Limit of liability

The Company may in the case of any accident in connection with which the Insured is entitled to indemnity under Section I of this Policy pay to the Insured the maximum sum payable as compensation hereunder (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation under clauses (B) and/or (C) of Section I of this Policy incurred prior to the date of such payment.

3. APPLYING TO SECTIONS I, III AND IV

3.1. Company's rights

The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. Any waiver of rights shall be at the expense of the Insured.

3.2. Reasonable precautions

The Insured shall take all reasonable steps to safeguard and maintain in efficient condition the property insured hereby and the Company shall have at all times free access to examine such property.

3.3. Contribution

If at the time of any loss or damage, there be any other insurance covering the same loss effected by or on behalf of the Insured, the Company shall be liable to pay compensation not more than its rateable proportion of all sums payable in respect of such loss.

In any case, the Company shall not be liable to pay more than the limits state in the Schedule.

4. APPLYING TO SECTION II

4.1. If the Insured shall sustain bodily injury giving the right to compensation under any one of the clauses (a) to (f) of section 2 - Part I of this Policy compensation shall not be payable under other clause of that section and no further liability shall attach to the Company in respect of any subsequent injury after the sustaining by the Insured of the injury giving the right to compensation under any one of the clauses (a) to (f) of the section 2 - Part I.

4.2. All certificates information and evidence required by the Company shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as the Company shall prescribe the Insured as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury the Company shall in the case of the death of the Insured be entitle to have a post-mortem examination at its own expense unless otherwise prohibited by the laws.