



TOKIO MARINE
NICHIDO

PART A - POLICY WORDINGS

(PART A is applicable irrespective of whether specified in the Policy Schedule)



TOKIOMARINE
NICHIDO

GOLFERS PACKAGE INSURANCE

POLICY CONTRACT

Introduction

Thank you for placing your business with Tokio Marine & Nichido Fire Insurance (the Company).

This policy is a legal contract and it is important that this document is checked to make sure that all the details stated in the Schedule (which are attached to and form an integral part of the Policy Wording) are correct and reflect the cover requested.

You (the Policyholder) must notify us or your Insurance Advisor as soon as is reasonably practicable:

if there is a discrepancy or omission in the insurance provided or if your insurance requirements change of any fact(s) or change(s) that we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts or changes may invalidate the Policy or result in the Policy not operating fully.

The Policyholder should comply with all procedures stated in the Policy as failure to do so may be a bar to any claim.

Policy Contract

In consideration of the Policyholder having paid or agreed to pay the premium stated in the schedule the Company agrees to indemnify the Policyholder or otherwise to pay the benefits and compensations stated to the extent and in the manner specified in this policy provided that:

1. the Policyholder shall be subject to all the terms, conditions, limitations and/or exclusions contained in this Policy or by additional endorsements
2. the Company's liability shall not exceed the Sums Insured or the Limits of Liability expressed herein
3. the Schedule, General Claims Conditions, General Conditions, General Definitions, General Exclusions, and Active Covers shall be read together as part of one contract and any word or expression to which a specific meaning has been attached shall have that meaning as indicated in the Policy.



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COVER

Golfing Equipment (Cover 1)

The company will indemnify the Policyholder in respect of:

1. Loss or damage to golf clubs and other golfing bags and other golfing equipment, the property of the Policyholder or for which the Policyholder is responsible including whilst in transit for an amount not exceeding the sum of AED 10,000/-
2. Breakage of any golf club the property of the Policyholder for which the Policyholder is responsible (whilst being used by the Policyholder for the purposes of playing or participating in golf) for an amount not exceeding the sum of AED 10,000/- in respect of any one golf club.

Exclusions

Loss or damage to:

1. self propelled caddlecars
2. golf balls whilst in play

Loss of or damage arising from the delay or from confiscation or retention by customs or other officials or due to deterioration wear and tear or any other gradually operating cause or caused through the willful act of the Policyholder.

Legal Liability (Cover 2)

The company will pay all sums for which the Policyholder shall become legally liable at law for compensation and claimant's cost and expenses in respect of:

1. *Accidental death of or bodily injury to or disease contracted by any person.*
2. *Accidental loss of or damage to material property caused whilst the Policyholder is playing or practicing golf or thorough any defect in the Policyholder's golf equipment.*

The liability of the company for compensation and claimant's costs and expenses resulting from one original cause shall not exceed the sum of AED one Million. (Any one occurrence and in aggregate during the policy period). The Company will also pay any defence cost incurred with their written consent.

Exclusions

Bodily injury to or disease contracted by any person in the employment of the Policyholder arising out of and in the course of such employment other than any person engaged as a "caddy".

Liability arising or indirectly by through or in connection with

1. Any mechanically propelled vehicle watercraft or aircraft
2. Any willful or malicious act of the Policyholder

Liability attaching by reason of any express term of any contract unless such liability would have attached notwithstanding such term.

Loss or damage to property belonging to or in the custody or control of the Policyholder.



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Personal Effects (Cover 3)

The company will indemnify the Policyholder in respect of accidental loss of or damage to personal effects the property of the Policyholder or for which the Policyholder is responsible whilst on any golf club premises for an amount not exceeding the sum of AED 5,000/-

Exclusions

Coins bank notes credit cards or securities.

Watches jewellery or medals unless loss or damage occurs whilst on the Policyholder's

person or whilst in a locked cabinet or locker provided by the golf club.

Loss or damage arising out from delay or from confiscation or retention by customs or other officials or due to deterioration wear and tear or any other gradually operating cause or caused through willful act of the Policyholder.

Personal Accident (Cover 4)

In the event that the Policyholder during the period of Insurance

1. *sustains accidental bodily injury which independently of any other cause results in death or disablement or*
2. *incurs medical expenses in respect of accidental bodily injury whilst playing or practicing golf or occurring on any golf club premises the company will pay in accordance with the benefits defined in the policy schedule.*

Capital Sum Insured: AED 50,000/-

Scale of Benefits for permanent Disablement: As per attached sheet

Medical Expenses: Maximum AED 5,000/- per occurrence

Exclusions

Bodily injury due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified medical practitioner but not for treatment of drug addiction.

Willfully self inflicted injury.



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GENERAL EXCLUSIONS

The following General Exclusions shall apply to all Sections of the Policy other than where indicated under relevant headings below or where specifically provided otherwise elsewhere in the Policy.

Asbestos

arising out of or related in any way to asbestos or asbestos containing materials from any loss demand claim or suit The Company shall have no duty or any kind with respect to any such loss demand claim or suit

Contractual liability

that has been assumed under a contract or agreement and would not have attached in the absence of such contract or agreement

Deductible

The company shall not be liable for the amounts stated in the relevant Schedule in respect of each and every claim as ascertained after the application of all other terms and conditions of the Section including any condition of Average.

The Policyholder shall effect no insurance in respect of any amount specified as a Deductible herein.

Terrorism

1. This Policy does not cover
 - a) Damage to property
 - b) any liability
 - c) any bodily injury of whatsoever nature cost or expense resulting from or arising directly or indirectly from Terrorism.
2. If the Company alleges that by reason of this exclusion any loss damage cost expense or liability is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.
3. In respect of Property covers only:
 - a) This Policy does not cover Damage to property of whatsoever nature directly or indirectly caused by occurring from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
 - b) In the event that any portion of the Terrorism exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

War & kindred risks

This Policy does not cover Damage or bodily injury directly or indirectly occasioned by or in consequence of or arising out of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or nationalisation confiscation requisition seizure or destruction by order of the Government or any Public Authority except destruction by the order of any Public Authority at the time of and for the purpose of preventing the spread of fire or explosion.



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DEFINITIONS

The following General Definitions shall apply to this Policy and wherever these words appear within the wording starting with a capital letter shall have the same meaning throughout the Policy other than where specifically amended

Company

Tokio Marine & Nichido Fire Insurance Company and/or other Insurers as stated in the schedule for their indicated their indicated proportion.

Damage

accidental physical loss or destruction and/or damage

Deductible(s) the first amount (stated in the specifications) of each and every valid claim for which the Policyholder is responsible

Period of Insurance

The dates stated in the Schedule and shall start from one minute past midnight (00:01am) and end at midnight (00:00pm)

Policy

The wordings schedule and specifications that form this document

Policyholder the person (s) or corporate body named in the Schedule

Premises those premises stated in the Schedule

Schedule/Specification(s)

those parts of the Policy that detail information provided to the Company that forms the basis of this contract showing the coverage and limits selected.

Section(s) the part(s) of the Policy that detail(s) the insurance cover provided.

Terrorism

an act including but not limited to the use of force or violence and/or the threat thereof 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) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

GENERAL CLAIMS CONDITIONS

The following General Claims Conditions shall apply to all Sections of the Policy other than where specifically provided elsewhere in the Policy.

Admission of Liability

No admission of Liability or negotiation or settlement of any claim shall be made without the Company's written consent

Arbitration

If any difference shall arise as to the amount to be paid under any Section of this Policy (Liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions and the making of an award shall be a condition precedent to any right of action against the Company.



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Claims – Rights of the Company

The Company shall be entitled whether before or after indemnification of the Policyholder to conduct in the Policyholder's name the defence or settlement of any claim or to take action to seek recovery or secure indemnity from any third party in respect of any claim covered by this policy and shall have full discretion in the conduct of any such proceedings.

The Policyholder shall allow the Company to access any Premises where Damage has occurred and to take and keep possession of or to deal with property in any reasonable manner. No property may be abandoned to the Company.

Discharge of liability

The Company may pay to the Policyholder in the event of any one claim or series of claims arising out of one occurrence the specified Limit of liability or Sum Insured after deducting any sums already paid or any lesser amount for which the claim(s) can be settled and then be under no further liability in respect of such claim or series of claims except for the amount of any costs and expenses incurred prior to the date of the payment

Information and assistance

All particulars information and assistance as may be reasonably required by the Company must be supplied by the Policyholder at their own expense.

In the event of any claims made under this Policy the Policyholder shall at their own expense furnish to the Company such certificates information and evidence as the Company may reasonably require.

The Company shall be allowed at their own expense upon reasonable notice to the Policyholder to have a medical examination or post-mortem examination of the Insured person(s).

Mitigation

Following Damage immediate action must be taken by the Policyholder to minimise such Damage.

Following notification of a Loss immediate action must be taken by the Policyholder to minimize further Damage or bodily injury.

Notification to the Company

The Policyholder shall in the event of any Damage or bodily injury immediately notify the Company in writing and where the Company receives notification of any Loss this must be reported in writing as soon as reasonably possible to the Company.

A detailed statement of any claim must be submitted within 30 days or such further time as the Company may in writing allow

The Policyholder must forward to the Company a claim form and/or any other relevant correspondence/documents and/or any writ summons or other court or legal document issued against the Policyholder in consequence of the Loss.

Notification to the Police

If theft or attempted theft or Damage by malicious persons (including arson) occurs or is suspected notice must be given immediately upon discovery to the police and all practical steps taken to recover property lost or stolen.



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GENERAL CONDITIONS

The following General Conditions shall apply to all Sections of the Policy other than where specifically provided elsewhere in the Policy.

Applicable law

In the absence of any written agreement to the contrary the law applicable to this contract will be United Arab Emirates law.

Cancellation

The Company may cancel this Policy or any Section thereof by giving 30 days' notice by registered letter to the Policyholder at their last known address in which event the Policyholder at the discretion of the Company may receive a pro rata return of premium for the unexpired Period of Insurance.

Changes in facts

This Policy shall be avoided with respect to any Item or Section if in regard to which after the commencement of this insurance there is any change of material facts unless the Policyholder immediately they become aware shall give written notice to the Company and the Company agrees to continue this Insurance. The Policyholder shall pay an additional premium if required.

Condition precedent to liability

Each and every condition applied to this Policy whether as a General or Section Condition shall apply from the time the Condition attaches and continue to be in force during the whole currency of this Policy. Failure to comply with any such Condition shall be a bar to any claim.

Contribution

If at the time any claim arises under this policy there is another Insurance covering the same liability loss or damage the Company shall not be liable to contribute more than its rateable proportion.

Fraud

All benefit under this Policy shall be forfeited if any claim be in any respect fraudulent or intentionally exaggerated or if any Damage be occasioned by the wilful act or with the connivance of the Policyholder.

Non-disclosure

This Policy shall be voidable in the event of misrepresentation misdescription or nondisclosure of any material fact.

Non-invalidation

The insurance provided by this Policy shall not be prejudiced by any act or omission unknown to or beyond the control of the Policyholder whereby the risk of Damage or bodily injury is increased provided that the Policyholder immediately they become aware shall give notice in writing to the Company and pay an additional premium if required.

Personal representatives

In the event of the Policyholder's death the Company will pay such sums to the Policyholder's personal representatives as would have been payable under this Policy to the Policyholder but for the death provided that they comply with the terms and Conditions of this Policy in so far as they apply.

Premium payment warranty

It is a condition precedent to liability that the Policyholder undertakes to pay in full to the Company the premium amount within 60 days of inception of this Policy

If the premium amount has not been paid to the Company within the specified time limits the Company shall have the right to cancel this Policy by notifying the Policyholder in writing.

Cancellation shall be subject to

- a) Premium amount paid in full in the event of a claim prior to the date of cancellation
- b) a pro rata premium charge for the time that the Company has been on risk.

It is agreed that the Company shall give no less than 5 days prior notice of cancellation to the Policyholder.

Reasonable precautions

It is a condition precedent to liability that the Policyholder shall take all reasonable precautions to prevent or reduce all losses under this Policy

Exclusions: -

Sanctions Limitations and Exclusion Clause

The (re)insurer will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose the (re)insurer (or any parent company, direct or indirect holding company of the (re)insurer) to any penalty or restriction [including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the (re)insurer], arising out of any trade and economic sanctions laws or regulations which are applicable

Communicable Disease Endorsement

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same

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