

STANDARD INSURANCE SDN BHD

(Incorporated since 1978)

No.2 Bangunan Hasbullah I, Gadong, Bandar Seri Begawan, Brunei BE1119
Tel No: 2450035/2450077 Fax No : 2450076

GOLFER'S POLICY

WHEREAS the Insured named in the Schedule hereto has by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to the STANDARD INSURANCE SDN BHD (hereinafter called " the Company ") for the Insurance hereinafter contained and had paid or agreed to pay the Premium stated in the Schedule as consideration for such Insurance.

NOW THIS POLICY WITNESSES that in consideration of the Insured paying to the Company the premium, the Company will subject to the terms, exceptions and conditions herein or endorsed hereon in the event of any of the under mentioned contingencies happening during the period of Insurance and within the Territorial Limit stated in the Schedule hereto the Company will indemnify the Insured:-

SECTION 1 – LIABILITY TO THE PUBLIC

Against legal liability arising out of the claims made on the Insured in respect of accidents caused by the Insured whilst playing or practicing golf on any recognized Golf Course resulting in:-

- a) accidental bodily injury to any person not being a member of the Insured's family or household or his service except to a person casually engaged by the Insured solely for his service as a caddie.
- b) accidental damage to property not belonging to or in the charge of or under the control of the Insured or a member of his family or household or of any person in his service.

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

PROVIDED ALWAYS THAT the amount payable hereunder in respect of any accident or series of accidents constituting one occurrence shall not in any case exceed the sum of B\$ 250,000/-

SECTION 2 – PERSONAL ACCIDENT

For the benefits specified below, if any Event described herein shall happen to the Insured whilst playing or practicing golf on any recognized Golf Course and the Insured shall thereby suffer any of the Results described hereunder:-

Event	Results	Benefit
Bodily injury caused	1) Death	1) B\$ 20,000/-
Solely & directly by	2) Total & irrecoverable loss of all sight in both	2) B\$ 20,000/-
violent accidental	eyes)
external & visible means	3) Total loss by physical severance of both	3) B\$ 20,000/-
which injury shall	hands or both feet or of one hand & one)
independently of any	foot)
other cause be the sole	4) Total loss by physical severance of one	4) B\$ 20,000/-
& direct cause of any of	hand or one foot together with the total &	90 days of the
the Results (1) to (7)	irrecoverable loss of all sight in one eye	happening
)	5) Total irrecoverable loss of all sight in	of the event
)	one eye)
)	6) Total loss by physical severance of one)
)	hand or one foot)
)	7) Temporary total disablement from engaging)
)	in or attending to usual business)
))	7) B\$ 50/-
))	per week

PROVIDED ALWAYS THAT :-

- (a) no compensation shall be payable under this Policy:-
 - (i) In respect of any Event consequent upon suicide (whether felonious or not) or any attempt thereat.
 - (ii) Until the total amount shall have been ascertained and agreed.
- (b) compensation shall not be payable for :-
 - (i) more than one of the Results (1) to (6) and when payable for one of those Results shall not be payable for any other of the Results caused by the same Event nor for any of the Results caused by any subsequent Event all further liability on the Company under this Policy thereupon ceasing.
 - (ii) any of the Results unless the Insured shall soon as possible after the happening of the Event which caused such results procure and follow medical advice from a duly registered medical practitioner.

SECTION 3 – GOLFING EQUIPMENT AND PERSONAL EFFECTS

Against loss of or damage to :-

- (a) Golf Clubs Bags and Bag Trundlers and other accessories belonging to the Insured or held in trust by him or on commission occasioned by any cause not specifically excluded herein.
Cover under this Section shall commence from the time he leaves his residence for the purpose of play or practice and shall end upon his return to his residence.
The Company's liability shall not exceed B\$ 4,000/- in all for the Period of Insurance.
- (b) Personal Effects belonging to the Insured whilst contained within the premises of the Golf Club or during play or practice occasioned by Fire, Burglary, Housebreaking, Larceny or Theft.

The Company's liability shall not exceed B\$ 1,000/- in all for Period of Insurance.

PROVIDED ALWAYS THAT :-

- (i) the Company shall not be liable under Section 3 for loss of or damage to jewellery, trinkets, money, securities or stamps.
- (ii) on the happening of any loss insured under Section 3 the Company 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 proof of leave and license of such purpose. No property may be abandoned to the Company.
- (iii) the Company shall not be liable for theft of Golf Club Bags and Bag Trundlers and other Golf Accessories whilst contained 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 shown.
- (iv) the Company may at its option reinstate or replace the property lost or damaged, or any part thereof, instead of paying the amount of the loss or damage and may join with any other Insurers in so doing in cases where the property is also insured elsewhere. Upon payment of any claim for loss under this Policy the property in respect of which the payment is made shall belong to the Company.

SECTION 4 – HOLE-IN-ONE

In the event of the Insured effecting a "Hole-In-One" golf shot, the Company will pay the Insured the sum of B\$ _____ for the Period of Insurance.

GENERAL EXCEPTIONS

PROVIDED ALWAYS THAT the Company shall not be liable in respect of :-

- (1) any accident loss damage or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with any of the following occurrences, namely :-
 - (a) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not) or civil war.
 - (b) mutiny, strike riot and civil commotion, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof of the Company shall not be liable to make any payment in respect of such claim.

- (2) any loss or damage directly or indirectly caused by wear and tear.
- (3) any accident loss damage or liability directly or indirectly due to the Insured having caused or suffered anything to be done whereby the risk hereby insured was increased.
- (4)
 - (a) any accident loss or damage to property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
 - (b) any liability or whatsoever nature.

directly or indirectly caused by or contributed to by or arising from ionizing 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.

- (5) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

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.

Conditions relating to Section 1

1. The Insured shall on receiving notice of any accident to or claim by any third party give immediate notice thereof in writing to the Company and shall supply full particulars in writing and shall send to the Company and writ summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
2. The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
3. The Company shall be entitled to undertake in the name and on behalf of the Insured the absolute conduct and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
4. The indemnity provided herein shall not apply to :-
 - (a) Compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia, Singapore and Brunei.
 - (b) Costs and expenses of litigation recovered by any claimant from the insurance which are not incurred in and recoverable in Malaysia, Singapore and Brunei.

Conditions relating to Sections 1 and 3

5. If at the time of any occurrence causing loss, damage or liability for which a claim would lie under Section 1 and 3 of this Policy there be any other subsisting insurance covering such loss, damage or liability or any part thereof the Company shall not be liable for more than its rateable proportion hereof.

Conditions relating to Section 3

6. Notice shall also be given in writing to the Company as soon as possible after the occurrence of any loss, destruction or damage covered by the Policy and the Insured shall at his own expense within 30 days after the happening thereof deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required.

Conditions relating to Section 2

7. Any occurrence which may result in a claim being made under this Policy must be reported to the Company in writing as soon as reasonably possible after it occurs
 - i) The Insured shall without delay obtain and act upon the advice of a qualified registered medical practitioner.
 - ii) The Insured as required shall submit to medical examination on behalf of and at the expense of the Company.
 - iii) All certificates, information and evidence shall be furnished by and at the expense of the Insured or their legal personal representative and shall be in such form and of such nature as the Company may prescribe.
 - iv) The Company shall in the event of the death of the Insured be entitled at its own expense to a post-mortem examination.

In no case shall the Company be liable for any death or loss or disablement as herein defined not notified to the Company within one calendar month after the accident.

Conditions relating to all Sections

8. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company. The Company will not be bound by any premium receipt unless given on their printed official form. No alteration in the terms of this Policy and no endorsement hereon will be held valid unless the same is made and signed by the Company.
9. If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement misrepresentations or suppressions or if any claim under this Policy shall be in any respect fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, all benefits under this policy shall be forfeited.
10. The company may at any time by giving seven days' notice in writing to the Insured at his last known address as known to the Company terminate this Policy as from the expiration of such seven days provided that the Company shall in that event return to the Insured a proportionate part of the premium for the unexpired Period of Insurance or the Policy may be cancelled at any time by the Insured and the Insured shall be entitled to a return of premium less premium at the Company's short period rates for the period of the Policy has been in force.
11. If any difference arises as to the amount of any loss or damage such difference shall be independently of all other questions 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 disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either refuse or fail to appoint an Arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators (as the case may be) by whom the Arbitrator or umpire so dying was appointed. The costs of the reference and the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
12. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
13. The due observance and fulfillment of the terms, provisions, conditions, exceptions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

THE FOLLOWING CLAUSES ARE NOT APPLICABLE UNLESS THEY ARE SPECIALLY DECLARED TEHRETO IN THE SCHEDULE AND/OR BY ENDORSEMENT.

PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this policy/endorsements/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata premium for the period they have been on the risk.

Where the premium payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purpose of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Company.

Subject otherwise to the terms, exceptions and conditions of this policy.

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.