



Policy

Golfers (All Clients)

Berjaya Sampo Insurance Berhad

Registration No. 198001008821 (62605-U)

Level 36, Menara Bangkok Bank,
105, Jalan Ampang, 50450 Kuala Lumpur.

Toll Free No: 1-800-889-933

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IMPORTANT NOTICE

This is **Your** Golfer's Policy. **You** should satisfy yourself that this Policy will best serve **Your** needs. **You** should read and understand the Policy terms, conditions and warranties and discuss with **Your** agent and/or with **Us** directly for more information and/or to clarify any doubts **You** may have, before **You** purchase this Policy.

You must fully observe and fulfil the terms, conditions and warranties of this Policy to enjoy the coverage provided. If **You** have any questions after reading these documents or if there are any changes in **Your** circumstances that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this Policy.

To help preserve the environment, **We** will send a printed copy of this Policy once only. Please keep this Policy safely. In case of renewal and/or amendment of **Your** Policy, **We** will send **You** the Policy **Schedule** and/or **Endorsement** only. If at any time **You** require a replacement copy of this Policy, please contact **Us**.

If **You** have any complaints relating to this Policy, please contact

COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sampo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank
105 Jalan Ampang
50450 Kuala Lumpur
Tel : 03-2170 7300
Tol Free : 1-800-889-933
Fax : 03-2170 4800
Email : customer@bsompo.com.my

If **You** are not happy with **Our** response, **You** may opt to contact either:

OMBUDSMAN FOR FINANCIAL SERVICES

Level 14, Main Block
Menara Takaful Malaysia
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel. : 03-2272 2811
Fax : 03-2272 1577
E-mail : enquiry@ofs.org.my
Website : www.ofs.org.my

LANAM INFORMASI NASIHAT DAN KHIDMAT (LINK)

Bank Negara Malaysia
Ground Floor, Blok D
Jalan Dato Onn
50480 Kuala Lumpur
Tel : 603-2698-8044 / 2698 9044 / 9179 2888
Tol free : 1-300-88-5465
Fax : 03-2174 1515
Email : bnmtelelink@bnm.gov.my
eLINK : telelink.bnm.gov.my
SMS : 15888

OUR AGREEMENT

This Policy, the **Schedule** and any **Endorsements** must be read together as they form **Your** insurance contract with **Us**. These documents reflect the Terms and Conditions of the insurance contract as agreed between **You** and **Us** pursuant to information provided by **You** (or on **Your** behalf by **Your** intermediary) and are issued in consideration of the payment of **Premium** as specified in the **Schedule** and **Endorsements** respectively.

DUTY OF DISCLOSURE

You have a duty to take reasonable care not to make any misrepresentation in providing information through the Proposal Form, correspondences or any other form of disclosure. Failure to take reasonable care may result in avoidance of **Your** insurance contract, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** insurance contract. In the event of any pre-contractual misrepresentations made in relation to the information in any form disclosed by **You**, only remedies in Schedule 9 of the Financial Services Act 2013 will apply.

You have a duty to tell **Us** immediately if at any time after **Your** insurance contract has been entered into, varied or renewed with **Us**, any of the information given is inaccurate or has changed.

At the point of purchasing this Policy and at any point during the validity of this insurance contract, **You** must immediately inform **Us** of any other insurance **You** have bought which provides like or similar type of coverage to the items insured under this insurance contract.

DEFINITIONS

Some words and expressions in this Policy have been printed in bold because they have been given specific meaning as follows:

Bodily Injury

Death or external, visible physical injury.

Customary Short-Period Rates

The percentage of annual rate charged for the duration of cover:

Period Not Exceeding	Percentage of Rate Charged
15 days	10% of annual rate
1 months	20% of annual rate
2 months	30% of annual rate
3 months	40% of annual rate
4 months	50% of annual rate
5 months	60% of annual rate
6 months	70% of annual rate
7 months	75% of annual rate
8 months	80% of annual rate
9 months	85% of annual rate
10 months	90% of annual rate
11 months	95% of annual rate
12 months	100% of annual rate

Endorsement

A written alteration to the terms, conditions and/or warranties of this Policy.

Period of Insurance

Duration of the Policy as shown in the **Schedule**.

Premium

Any amount **We** require **You** to pay under the Policy and includes Government charges.

Schedule

The Policy **Schedule** where the details of **Your** personal information, **Premium**, risk location, interest insured and **Sum Insured** are specified.

Sum Insured

The amount **You** have selected to insure as shown in the **Schedule**.

We, Our or Us

Berjaya Sompo Insurance Berhad.

You or Your

The person(s) named in the **Schedule** as the insured.

COVERAGE

During the **Period of Insurance**, subject to the terms, conditions and exceptions stated in this Policy, **We** will indemnify **You** in the event of any of the following contingencies happening within the Territorial Limit and up to the **Sum Insured**.

SECTION 1 – LIABILITY TO THE PUBLIC**What Is Covered**

We will pay for **Your** legal liability arising out of claims in respect of accidental **Bodily Injury** to any person or accidental damage to third party property caused by **You** whilst playing and/or practising golf on any recognised Golf Course within the Territorial Limit stated in the **Schedule**. The total amount payable by **Us** includes reasonable defence costs and expenses incurred by **You** with **Our** prior written consent.

What Is Not Covered

1. Liability arising from loss or damage to property which belongs to or is in the care, custody or control of **You**, members of **Your** family household or **Your** employees.
2. Liability for **Bodily Injury** to members of **Your** family household or **Your** employees, other than a person who is temporarily employed by **You** as a caddie.
3. Liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

SECTION 2 – PERSONAL ACCIDENT**What Is Covered**

We will pay the Benefit amount shown below if at any time whilst **You** are playing and/or practising golf on any recognised Golf Course, **You** are involved in an accident which shall, solely and independently of any other reason, cause **Bodily Injury** which results in any of the below.

	Result	Benefit (any one accident)
1	Death	RM20,000.00
2	Total & irrecoverable loss of all sight in both eyes	RM20,000.00
3	Total loss by physical severance of both hands or both feet or of one hand & one foot	RM20,000.00
4	Total loss by physical severance of one hand or one foot together with the total & irrecoverable loss of all sight in one eye	RM20,000.00
5	Total and irrecoverable loss of all sight in one eye	RM10,000.00
6	Total loss by physical severance of one hand or one foot	RM10,000.00
7	Medical & surgical treatment	RM5,000.00

What Is Not Covered

1. **Bodily Injury** consequent upon suicide or attempted suicide.
2. Liability for any Result occurring 90 days after the accident
3. Liability for more than one Benefit for Result (1) to (6) whether caused by the same accident or any subsequent accident, and **We** will pay for the Result with the highest Benefit.
4. Liability for any Result unless **You** procure and follow medical advice from a duly registered medical practitioner as soon as possible after the happening of the accident which caused such Result.

SECTION 3 – GOLFING EQUIPMENT AND PERSONAL EFFECTS**What Is Covered**

We may at **Our** option, reinstate, repair or replace any loss of or damage to: -

- (a) **Your** Golf clubs, bags and bag trundlers and other accessories or which are held in trust or commissioned by **You** up to RM10,000.00 for any one **Period of Insurance**, subject to the following:
 - (i) Cover commences from the time **You** leave **Your** residence to play and/or practice on any recognised Golf Course and shall end upon **Your** return to **Your** residence.
 - (ii) **Our** liability shall not exceed RM1,500.00 for any one golf club
 - (iii) **Our** liability shall not exceed RM5,000.00 for accidental damage to or breakage of golf clubs during play and/or practice for any one **Period of Insurance**
- (b) Personal effects belonging to **You** kept within the premises of any recognised Golf Course during play and/or practice, occasioned by Fire, Burglary, Housebreaking, Larceny or Theft up to RM1,000.00 for any one **Period of Insurance**.

What Is Not Covered

1. Loss of or damage to watches, jewellery, trinkets, money, securities or stamps.
2. Theft of golf clubs, bags and bag trundlers and other accessories contained in a vehicle, unless all doors and windows are securely locked and visible signs of forcible entry is shown.

SECTION 4 – HOLE-IN-ONE

What Is Covered

We will reimburse **You** for celebratory expenses incurred by **You** in the club house of the recognised Golf Course, in which **You** effected a "Hole-In-One" golf shot, up to the sum of RM1,500.00 for any one **Period of Insurance**.

What Is Not Covered

For the purpose of this section, a recognised golf course shall exclude any 9 and 18 hole golf courses with more than three and six par three holes respectively.

EXCEPTIONS

We shall not be liable for: -

1. loss or damage directly or indirectly caused by or in connection with any of the following:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not).
 - (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.In the event of a claim, **You** will have to prove that the loss or damage suffered is not related to or in consequence of the above or **We** will not be liable to pay **You**.
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 **You** having caused or suffered anything to be done where the risk insured was increased.
4. any consequential loss or loss of expenses due to accident, loss or damage to any property
5.
 - (a) directly or indirectly due to ionising radiations, or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel including any self-sustaining process of nuclear fission.
 - (b) directly or indirectly due to nuclear weapons material.

CONDITIONS

Conditions relating to Section 1

1. In the event of any occurrence which gives rise or may give rise to a claim under this Section, **You** shall as soon as possible notify **Us** with full particulars. Every letter, claim, writ of summons and/or process shall be forwarded to **Us** immediately upon **Your** receipt of the same. **You** shall also notify **Us** immediately when **You** have knowledge of any impending prosecution, inquest or fatal enquiry in connection with any such occurrence as aforesaid. **We** will not be liable for any claim if such notification is not received by **Us** within 30 days of the happening of the occurrence.
2. No admission, offer, promise or payment shall be made by or on **Your** behalf without **Our** prior written consent. **We** may in **Your** name, take over and conduct the defence or settlement of any claim, prosecute for **Our** own benefit any claim for indemnity, damages or otherwise. **We** shall have full discretion in the conduct of any proceedings and/or in the settlement of any claim and **You** shall give all such information and assistance as **We** may require.
3. **We** shall not be liable to pay for:
 - (a) Compensation for damages in respect of judgements not delivered or obtained from a court of competent jurisdiction within Malaysia, Singapore and Brunei; and
 - (b) Costs and expenses of litigation recovered by any claimant from **You** which are not incurred in and recoverable in Malaysia, Singapore and Brunei.

Conditions relating to Section 2

4. Any occurrence which may result in a claim being made under Section 2 must be reported to **Us** in writing within 30 days of the accident and
 - (i) **You** shall without delay obtain and act upon the advice of a qualified registered medical practitioner.
 - (ii) **You** shall submit to a medical examination if requested by **Us** and at **Our** expense.
 - (iii) All certificates, information and evidence shall be furnished by **You** at **Your** or **Your** legal personal representative's expense and shall be in such form and nature as **We** may prescribe.
 - (iv) In the event of **Your** death, **We** will be entitled at **Our** expense to conduct a post-mortem examination.

Conditions relating to Section 3

5. Upon the happening of any event giving rise or likely to give rise to a claim under Section 3, **You** shall immediately notify **us** in writing stating the circumstances of the claims and deliver to **us** a Statement in writing with details of the loss or damage, its values and documentary evidence of the claims. **We** will not be liable for any loss or damage if such notification is not received within 30 days of the happening of the event.

6. If **We** choose to pay for the loss of **Your** property, then upon paying **Your** claim for loss of property, such property will belong to **Us**.
7. Following from Condition 6, **We** are entitled to take and keep possession of the property concerned and to deal with the salvage in a reasonable manner but no property or salvage may be abandoned by **You** to **Us**.

Conditions relating to Section 1 and 3

8. If at the time of any claim under Sections 1 or 3 there are any other policies covering the same or part of the same loss, damage or liability, **We** will only pay a share of the total loss, damage or liability proportionally.

Conditions relating to all Sections

9. Every notice, communication or claim shall be notified in writing and sent to **Us** or **Our** representatives.
10. No amendment(s) to the terms of this Policy is valid unless the **Endorsement** is made and signed by **Us**.
11. This Policy shall be void in any of the following circumstances:
 - (a) If the proposal or declaration is untrue in any respect;
 - (b) If any material fact affecting the risk is incorrectly stated or omitted by **You**;
 - (c) If this Policy or its renewal shall have been obtained through any misstatement, misrepresentation or suppression; or
 - (d) If any false declaration, false statement, fraudulent or exaggerated claim is made by **You**.
12. If there is any difference to the amount of any loss or damage, it shall be a condition precedent that such difference of amount only shall be referred to the decision of an Arbitrator, to be appointed in writing by the parties, before any other right of action shall exist. If parties cannot agree on a single Arbitrator, then the issue will be decided by two (2) disinterested persons sitting as Arbitrators appointed in writing, one (1) by each party, within two (2) calendar months after being requested by the other party. If the party refuses or fails to appoint an Arbitrator within two (2) calendar months after receipt of such request requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator. The parties shall also appoint an Umpire, who shall sit with the Arbitrators and preside at their meetings. In the event of disagreement between the Arbitrators, the difference shall be referred to the Umpire. The death of any party shall not revoke or affect the authority or powers of the Arbitrator(s) or Umpire respectively and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the appointing party. The costs of the reference and award shall be at the discretion of the Arbitrator (s) or Umpire making the award.
13. This Policy shall be governed by and interpreted in accordance with Malaysian law.
14. It is a condition precedent that payment of claims under this Policy is dependent upon observance of its terms and conditions by **You**.

CLAUSES

The following is applicable to this Policy:

PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, corruption or deformation of the original structure.

Property damage also excludes:

- A) Loss of or damage to and business interruption losses resulting from, data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, corruption or deformation of the original structure. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- B) Loss or damage, including business interruption losses resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs.

INDUSTRIES SEEPAGE, POLLUTION & CONTAMINATION CLAUSE

We will not be liable for: -

- (1) Personal injury, **bodily injury**, financial loss or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, unless such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Period of Insurance**.
- (2) The cost of removing, nullifying or cleaning up seepage, polluting contaminating substances unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of this insurance.
- (3) Fines, penalties, punitive or exemplary damages payable due to seepage, pollution or contamination.

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This Policy shall exclude any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with Nuclear Energy Risks.

For purposes of this Policy, Nuclear Energy Risks shall mean:

- (I) All Property, on the site of a nuclear power station.
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
 - (a) The generation of nuclear energy; or
 - (b) The Production, Use or Storage of Nuclear Material.
- (III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

- (IV) The supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Nuclear Energy Risks shall not include:

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (I) above.

Provided always that such insurance shall exclude the perils or irradiation and contamination by Nuclear Material.

The above exemption shall not extend to: -

- (1) The provision of any insurance whatsoever in respect of: -
 - (a) Nuclear Material;
 - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or —for reactor installations — as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance for the undernoted perils:
 - (a) Fire, lightning, explosion;
 - (b) Earthquake;
 - (c) Aircraft and other aerial devices or articles dropped therefrom;
 - (d) Irradiation and radioactive contamination;
 - (e) Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:

- (I) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (II) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- (I) Any Nuclear Reactor;
- (II) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (III) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, building, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatsoever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (I) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (II) For non-reactor Nuclear Installation, any area where the level of radioactivity requires the provision of a biological shield.

WAR AND TERRORISM EXCLUSION

This Policy excludes any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this exclusion an act of terrorism means 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 organisation(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.

This exclusion also excludes any liability, loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If **We** allege that by reason of this exclusion, any liability, loss, damage, cost or expense is not covered by **Your** Policy the burden of proving the contrary shall be on **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not provide cover and shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

PREMIUM WARRANTY

Premium due to **Us** must be paid and received by **Us** within sixty (60) days from the inception date of this Policy or **Endorsement**. If this **Premium** payment condition is not complied with, this Policy shall be automatically cancelled and **We** shall be entitled to the pro-rated **Premium** for the sixty (60) day period **We** have provided cover.

Where the **Premium** payable is received by **Our** authorised agent, the payment is deemed to be received by **Us** for the purposes of this Warranty.

CANCELLATION

You may terminate the Policy at any time by giving **Us** notice in writing. Such notification shall become effective from the date **We** receive the notice or the date specified in **Your** notice, whichever is later. **We** will refund the **Premium** to **You** for the unexpired **Period of Insurance** based on the **Customary Short-Period Rates** for the period the Policy has been in force. **We** may also terminate **Your** Policy at any time by giving **You** seven days' notice in writing to **Your** last known address and refund the proportionate **Premium** for the unexpired **Period of Insurance** to **You**. Refund of **Premium** due to termination is subject to a minimum premium of RM50.00.