

NAME AND ADDRESS OF INSURED:

Policy Number
KXXXXXX

GOLFER'S INSURANCE PACKAGE

WHEREAS the Insured, by a proposal and declaration which shall be the basis of this contract and is deemed incorporated herein, has applied to the Company for the insurance Coverage hereinafter contained.

WHEREAS, in consideration of the Insured having paid the Company the premium as stated in the Schedule, the Company has agreed to provide for such insurance coverage.

NOW THIS POLICY OF INSURANCE WITNESSETH that the Company hereby agrees (subject to the Conditions contained herein or endorsed hereon which Conditions shall, so far as the nature of them respectively will permit, be deemed conditions precedent to the right of the Insured to recover under this Policy) that in the event of any of the contingencies specified hereafter, happening during the period stated in the Schedule of Coverage or during any subsequent period in respect of which the Insured shall pay to the Company and the Company shall accept the Premium required for the renewal of this Insurance, the Company will compensate the Insured as hereinafter provided.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its duly authorized representative at _____, Philippines on this ____ day of, _____ 20 ____.

MALAYAN INSURANCE COMPANY, INC.

Authorized Signatory

Documentary Stamp to the value shown herein have been affixed and properly cancelled on the duplicate of this Policy.

IMPORTANT NOTICE

The Insurance Commissioner, with offices in Manila, Cebu, and Davao, is the government official in charge of the faithful execution and enforcement of all laws relating to insurance and supervision over insurance companies. He is ready at all times to render assistance in settling any controversy between an insurance company and a policyholder relating to insurance matters.

GOLFER'S INSURANCE PACKAGE

GENERAL PROVISIONS AND BENEFITS

NOW THIS POLICY OF INSURANCE WITNESSETH that the Company hereby agrees (subject to the Conditions contained herein or endorsed hereon which Conditions shall, so far as the nature of them respectively will permit, be deemed conditions precedent to the right of the Insured to recover under this Policy) that in the event of any of the contingencies specified hereafter, happening during the period stated in the Schedule of Coverage or during any subsequent period in respect of which the Insured shall pay to the Company and the Company shall accept the Premium required for the renewal of this Insurance, the Company will compensate the Insured as hereinafter provided.

SECTION I – GOLF INSURANCE

Section I.A. Golf Clothing, Clubs, and Equipment Comprehensive Cover

This section covers for Loss or Damage to Golf Clothing, Golf Clubs and Golf Equipment (except Golf Balls and Golf Tees) owned by the Insured caused by Fire, Lightning, Thunderbolt, Robbery, Burglary, Housebreaking, Larceny or Theft, or Accidental Means while in any recognized golf course and/or driving range including while in transit, while stored at home or in your car, anywhere within the **territorial limit** stated in the **Policy Schedule** up to an amount not exceeding the **Maximum Sum stated in Section I.A** of the Policy.

Condition in Respect of Section I.A.

Pair and Set Clause

In the event of loss or damage by a peril insured against to any article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

- the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or
- the full value of the pair or set provided that the Insured surrenders the remaining article or articles of the pair or set to the Insurers.

Section I.B. Personal Effects

This section covers for Loss or Damage to other clothing other than Golf Clothing, or "Personal Effects" such as Travel bags, change of clothes, towels, socks, shoes, slippers, cap, binoculars, rangefinders, toiletries, perfume, water bottle owned by the Insured (excluding any items not mentioned herein) and is under the custody of the Insured caused by Fire, Lightning, Thunderbolt, Robbery, Burglary, Housebreaking, Larceny or Theft, while such clothing is contained within any recognized Golf Club House and while in any recognized Golf Course, anywhere within the **territorial limit** stated in the **Policy Schedule** up to an amount not exceeding the **Maximum Sum stated in Section I.B** of the Policy. Amount of loss shall be based on the declaration from the Insured at point of claim subject to submission of proof of loss and other claims documents.

PROVIDED ALWAYS that Sections I.A and/or I.B. of this Policy shall neither extend nor cover **the following**:

- a) Loss or Damage arising from wear and tear (other than breakage of Golf Clubs), depreciation, gradual deterioration, mildew, moth, vermin or any inherent defect in the property thereby Insured.
- b) Loss or Damage arising in connection with any process of repairing, restoring or renovating the property thereby Insured.

- c) Damage to trunks, bags (other than Travel Bags as defined in this Policy), boxes and other receptacles other than total loss.
- d) Mysterious disappearance.

Section I.C – Hole-In-One Prize

In the event of the Insured achieving a “Hole-in-One” during the course of play on any recognized golf course within the **territorial limit** stated in the **Policy Schedule**, the Company shall indemnify the Insured as follows:

Reimburse the Hole-In-One prize as stated in the **Policy Schedule**, for the achievement of Hole-In-One whilst playing in any recognized Golf Course within the **territorial limit** stated in the **Policy Schedule** up to an amount not exceeding the **Maximum Sum stated in Section I.C** of the Policy.

Provided that in support of a claim under this Section, the Insured shall produce proof as the Company may require.

SECTION II – LIABILITY INSURANCE

Section II.A. Third Party Legal Liability

This section covers claims made on the Insured in respect of accidents caused by the Insured whilst practicing or playing Golf, including while driving or operating an owned or rented golf cart in any recognized Golf course within the **territorial limit** stated in the **Policy Schedule** up to an amount not exceeding the **Maximum Sum stated in Section II.A of the Policy** resulting in:

- a) Bodily Injury to any person not being a member of the Insured's family or household or in his service.
- b) Damage to property not belonging to nor in the charge or under the control of the Insured nor a member of his family or household nor of a person in his service, but excluding:
 - i. Any claim for which the Insured is liable under any Contract or Agreement unless such liability would have attached in the absence of such Contract or Agreement.
 - ii. Any claim made or brought against the Insured by any injured person or dependent under any Workmen's Compensation or Employer's Liability Act.

PROVIDED ALWAYS that the amount payable under this Policy in respect of any one accident shall not in any case exceed the limit stated in Section II.A in addition to:

- a) Costs and expenses recoverable from the Insured by any Claimant provided such costs and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as herein before provided.
- b) Costs and expenses incurred by the Insured with the consent of the Company.

In the event of death of the Insured, the Company will, in respect of the liability incurred by the Insured, indemnify the Insured's personal representatives; provided that such personal representatives shall, as though they were the Insured, observe, fulfill, and comply with the terms and conditions of the Policy in so far as the same may be applicable.

Section II.B. Golf Cart Coverage

This section covers Loss or Damage to rented or owned golf cart while being driven by the Insured within the **territorial limit** stated in the **Policy Schedule** up to an amount not exceeding the **Maximum Sum stated in Section II.B** of the Policy.

Section II. C. Caddies' Medical Expenses

The Company undertakes to pay the reasonable medical and other incidental expenses incurred in connection with any bodily injury by violent, accidental, external, and visible means sustained by a Caddie whether hired by the Insured or not, accidentally caused by the Insured whilst playing or practicing golf on any recognized golf course or driving range, within the **territorial limit** stated in the **Policy Schedule** up to an amount not exceeding the **Maximum Sum stated in Section II.C** of the Policy.

PROVIDED ALWAYS that:

- (i) All such expenses are incurred within three (3) months of the occurrence of the accident.
- (ii) The Company's liability for payments of such expenses in respect of any one accident shall not exceed the sum stated in Section II.C – *Caddies Medical Expenses* of the Policy Schedule.
- (iii) Payment for such expenses shall be made only with the approval of the Insured and directly to the injured Caddie.

For the purpose of this cover, "Caddie" shall extend to include umbrella girls, tee girls/boys.

SECTION III - ACCIDENT INSURANCE

Section III.A. Personal Accident Insurance

Accidental bodily injury and/or death of the Insured, caused by violent, external and visible means, which happens while the Insured is practicing or playing Golf on any recognized Golf Course or Driving Range, within the **territorial limit** stated in the **Policy Schedule**, shall be indemnified as follows:

ACCIDENTAL DEATH, DISMEMBERMENT OR DISABLEMENT (AD&D)

In case such injury shall, within One Hundred Eighty (180) days or within six (6) months from the occurrence thereof, be the direct and sole cause (independently of all other both hands, or both feet, or one hand and one foot or of the complete and irrevocable loss of sight in both eyes, upon proof of such injury and of such death or loss being furnished to the satisfaction of the Company, the Company shall pay to the legal personal representatives of the Insured, or to the Insured as the case may be, the **Maximum Sum stated in Section III.A.** of the Policy.

For the avoidance of doubt, Accidental Death and Dismemberment benefits shall be payable if the loss occurs One Hundred Eighty (180) days from the date of the accident.

PARTIAL DISMEMBERMENT/DISABLEMENT

In case such injury shall within One Hundred Eighty (180) days or within six (6) months from the occurrence thereof be the direct and the sole cause (independently of all other causes) of the loss, by physical separation of one hand or one foot or of complete and irrevocable loss of sight in one eye, upon proof of such injury and such loss being furnished to the satisfaction of the Company, the Company shall pay to the Insured **fifty percent (50%) of the Maximum Amount stated in Section III.A.** - Personal Accident of the Policy Schedule.

Section III.B. Medical Reimbursement

In case of injury sustained by the Insured, the Company shall pay all the necessary medical, surgical and other incidental expenses upon submission of proof of such injury. The Company shall reimburse the actual medical expenses based on original receipts and other proofs required and acceptable to the Company as stated in the Certificate of Insurance, submitted by the Insured but **not exceeding the Maximum Amount stated in Section III.B** of the Policy.

The amount payable under this Coverage III.B shall be in addition to amounts payable under Coverage III.A of this Section of the Policy.

PROVIDED that the compensation under this Section of the Policy shall be payable only when the entire amount of such compensation shall have been ascertained and proved to the satisfaction of the Company.

Exclusions Applicable Under Section III of the Policy:

Section III of this Policy:

- (i) Does not cover Death, Bodily Injury or Disablement of the Insured caused by or resulting from Suicide (whether felonious or not), Intoxication, Venereal Disease or Insanity; and
- (ii) Shall in no case be applicable to persons whose age exceeds seventy (70) years. Should the Insured attain seventy (70) years of age during the policy period, the benefits under this Section shall continue to be in force until the Policy expires. However, coverage under this Section shall cease even if the Policy is renewed.

DEFINITION

- 1. **Accident** Unexpected, unintended and/or unforeseen event causing injury.
- 2. **Burglary** Means loss of properties belonging to the Insured following forcible and violent entry or exit from the premises where the properties are situated, committed by any person, feloniously concealed therein.
- 3. **Caddie** Refers to an individual who carries a golfer's clubs and provides other assistance to the Insured Golfer. It shall extend to include umbrella girls, tee girls/boys.
- 4. **Coverage** The insurance protection describe in the Policy, any rider or endorsements, and the Policy Schedule.
- 5. **Deductible** Any amount to be borne by the Insured as stated in the Policy Schedule.
- 6. **Golf Cart** Golf Cart refers to a motorized vehicle designed to carry a golfer and their golf clubs around a golf course.
- 7. **Golf Clothing** Shall mean attire or clothing that permits a golfer to move freely when playing golf. These are garments that a golfer wears on his/her body when playing the sport of golf. It includes golf uniform, polo shirts, shirts, jackets, shorts, pants, skirts, skorts and culottes, gloves and golf shoes used by the Insured while playing golf.
- 8. **Golf Equipment** Refers to items owned by the Insured such as golf balls, golf clubs, ball markers, golf bag, fairway woods and hybrids, iron sets, wedges, putter and devices that are being used in playing golf.

9. **Household Member** Shall mean any person engaged in domestic worker within an employer and employee relationship with the Insured such as, but not limited to, the following: general househelp, nursemaid or "yaya", cook, gardener, or laundry person, but shall exclude any person who performs domestic work only occasionally or sporadically and not on an occupational basis. The term shall not include children who are under foster family arrangement, and are provided access to education and given an allowance incidental to education, i.e. "baon", transportation, school projects and school activities.
10. **Insured** The person named in the Policy Schedule.
11. **Maximum Sum/Maximum Limit** The maximum amount the Company will pay, as specified in the Policy Schedule.
12. **Mysterious Disappearance** It shall mean an unexplained loss of property covered under the Policy. It shall also mean loss of property under unknown or puzzling circumstances as a result of carelessness or negligence on the part of the Insured.
13. **Personal Effects** Refers to clothing other than Golf Clothing, Travel bag, towels, socks, shoes, slippers, cap, binoculars, rangefinders, toiletries, perfume, water bottle owned and is under their custody of the Insured whilst playing golf.
14. **Personal Representatives** Refers to the legal heirs of the Insured.
15. **Third Party** Shall mean any person other than the Insured golfer and shall exclude any member of the household, or a member of the family within the third (3rd) degree of consanguinity and/or affinity or a member of the Insured's employ.
16. **Robbery** Shall mean loss of properties belonging to the Insured, by means of threat, violence, fear, or intimidation of any person, using force upon things.
17. **Recognized Golf Course** Shall refer to a golf facility with at least nine (9) holes.
18. **Travel Bag** Shall mean a bag or a portable container for carrying clothes and other personal belongings when traveling. It is a bag where a person keeps his/her personal effects.
19. **Territorial Limit** The geographical scope of cover as specified in the Policy Schedule.
20. **Theft** Shall mean loss of properties belonging to the Insured taken or stolen by any person who with intent to gain, takes the insured property without the consent/ without violence against, or intimidation of persons nor force upon things.
21. **Total loss** It means accidental damage to and total destruction of an Insured property. It occurs when an insured property is totally destroyed, lost, or damaged to such an extent that it cannot be recovered.

GENERAL EXCEPTIONS

This Policy does not cover Loss, Damage, Liability, Death, Bodily Injury or Disablement occasioned by or happening through any consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Mutiny, Rebellion, Revolution, Insurrection or Military or Usurped Power, Riot, Strike, Military or Popular Rising, Martial Law or loot, sack or pillage connected therewith, confiscation or destruction by order of any Government or Public Authority, Typhoon, Flood, Hurricane, Windstorm, Volcanic Eruption, Earthquake, Subterranean Fire or other convulsion of nature.

GENERAL CONDITIONS

1. Claims Notification

- a) The Insured or his legal personal representative shall, on the happening of any loss or damage to the property insured, or of any accident within the meaning of the Policy, give immediate notice thereof in writing to the Company and shall at his/her/their own expense within thirty (30) days after the happening of such loss, damage or accident, deliver to the Company a claim in writing with such detailed particulars and proofs as may reasonably be required. Every letter, claim, writ, summons and/or process shall be forwarded to the Company immediately upon receipt thereof by the Insured or his legal personal representatives. Notice shall also be given in writing to the Company immediately after the Insured or his legal personal representatives shall have the knowledge of any impending prosecution in respect of any occurrence which may give rise to a claim under this Policy.
 - b) In case of theft or other criminal act which maybe the subject of a claim under this Policy, the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.
- 2.
- a) In the event of loss or damage to any of the property covered by Section I of this Policy, the Insured shall execute and do all such searches as the Company may reasonably require and shall at once take all practicable steps for the tracing and recovery of articles lost and for the minimizing of damage.
 - b) The Company may reinstate repair or replace the property lost or damaged, as the case may be, 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. Any salvage shall become the absolute property of the Company to dispose of, as it may think fit, for its own benefit and the Insured shall give to the Company all reasonable assistance in taking possession of such salvage and recovering any lost property.
- 3.
- In the Event of an accident to the Insured giving rise to a claim under Section III of this Policy, all certificates, information and evidence required by the Company shall be furnished at the expense of the Insured or his legal personal representatives and shall be in such form and of such nature as the Company may 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 case of the death of the Insured, be entitled to have a post mortem examination at its own expense. The Insured shall as soon as possible after the occurrence of any injury obtain and follow the advice of a duly qualified medical practitioner and the Company shall not be liable for any consequences arising by reason of the Insured's failure to obtain or follow such advice and use such appliances or remedies a maybe prescribed.
- 4.
- No admission, offer, promise of payment or indemnity shall be made or given or on behalf of the Insured without the written consent of the Company, but such consent shall not be unreasonably withheld, which shall be entitled, if it is so desires, to take over and conduct, in the name of the Insured, the defense or settlement of any claim or to prosecute in the name of Insured, for its own benefit, any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

5. **Other Insurance.** If at the time any claim arises under this Policy there is any other existing Insurance covering the same loss, damage or liability, the Company shall not be liable, except under Section III.A and B of this Policy, to pay or contribute more than its ratable proportion of any loss, damage, compensation, costs or expense.
6. The Insured shall take all due and proper precautions for the safety of the property insured under Sections I.A and B of this Policy.
7. Nothing contained herein shall give any rights, against the Company, to any persons, other than the Insured, his Executors or Administrators, and the Company will not be bound by any passing of the interest of the Insured other than by death.
8. **Fraudulent Claims Clause.** Section 251 of the Insurance Code, as amended, imposes a fine not exceeding twice the amount claimed and/or imprisonment of two (2) years, or both, at the discretion of the court, to any person who presents or causes to be presented any fraudulent claim for the payment of a loss under a contract of insurance, and who fraudulently prepares, makes or subscribes any writing with intent to present or use the same, or to allow it to be presented in support of any claim.
9. **Renewal Clause.** Unless the Insurer at least forty-five (45) days in advance of the end of the Policy period mails or delivers to the named Insured at the address shown in the Policy notice of its intention not to renew the Policy or to Condition its renewal upon reduction of its limits or elimination of Coverages, the Insured shall be entitled to renew the Policy upon payment of the premium due on the effective date of the renewal. Any Policy written for a term longer than one (1) year or any Policy with no fixed expiration date shall be considered as if written for successive policy periods or terms of one (1) year.
10. **Data Privacy.** It is hereby declared that, the Insured has agreed that any personal information collected or held by the Company from the Insured may be held, used and disclosed by the Company to individual/organizations associated with the Company or any selected third part (within or outside the country where the Insured is domiciled) for the purposes of processing the application and providing subsequent services to the Insured for such purposes. The Insured has the right to obtain access to and to request correction of any personal information held by the Company concerning the Insured.
11. **Cancellation Clause.** This Policy shall not be cancelled by or on behalf of the Company, except in accordance with and pursuant to the provisions of Sections 64 and 65 of the Insurance Code, as amended. In the event of such cancellation the Company shall refund the paid premiums less the earned portion thereof to the Insured. Likewise, this Policy maybe cancelled on the short rate basis set forth in the short rate cancellation table at the request of the Insured.

SHORT PERIOD RATE CANCELLATION TABLE

It is hereby agreed, in the event this Policy is surrendered by the Insured for cancellation, the Company shall retain a premium in accordance with the following scale for the time the Policy has been in force:

No. of Months	1	2	3	4	5	6	7	8	9	10	11
Percentage	20	30	40	50	60	70	75	80	85	90	95

12. **Mediation.**
 - a. It is agreed by the Insured and the Company that before any dispute arising out of this Policy is referred to mediation, the parties shall try to resolve the dispute within a period of two (2) months.
 - b. In the event that the Insured and the Company fail to settle any dispute arising out of this Policy, the parties hereto agree to try and settle the dispute by mediation administered by the Insurance Commission or any recognized mediation institution under its Mediation Rules, before resorting to litigation or some other dispute resolution procedure.

13. **Suit against the Company.** If a claim be made and rejected and an action or suit be not commenced either in the Insurance Commission or any court of competent jurisdiction within twelve (12) months from receipt of notice of such rejection or (in case of an arbitration taking place as provided herein) within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire shall have their award, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
14. **Settlement of Claim Clause.** The amount of any loss or damage for which the Company may be liable under this Policy shall be paid within thirty (30) days after proof of loss is received by the Company and ascertainment of the loss or damage is made either by agreement between the Insured and the Company or by arbitration but if such ascertainment is not had or made within sixty (60) days after such receipt by the Company of the proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt. Refusal or failure to pay the loss or damage within the time prescribed herein will entitle the Insured to collect interest on the proceeds of the policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such failure or refusal to pay is based on the ground that the claim is fraudulent.
15. **Change in Policy Contract Clause.** None of the provisions, conditions, and terms of this Policy shall be waived or altered except by endorsement signed or initialed by an authorized official of the Company and issued in accordance with the provisions of Section 50 of the Insurance Code, as amended.

16. **Civil Code Article 1250 Waiver Clause**

It is hereby declared and agreed that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads:

"In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment."

shall not apply in determining the extent of liability under the provision of this Policy.

17. **Documentary Stamps Clause**

Documentary stamps to the value stated herein have been affixed and properly cancelled on the duplicate of this Policy.

Under pertinent regulations of the Bureau of Internal Revenue, liability for Documentary Stamps Tax (DST) accrues upon issuance of the Insurance Policy. Hence, in the event of cancellation of the Policy under Section 64 of the Insurance Code, as amended, liability for the DST subsists and the same shall be chargeable to the Insured. Therefore, payment of the corresponding DST is immediately due and demandable, i.e., on a "cash and carry" basis, as soon as the Insured receives a copy of the Policy.

18. **Receipt of Payment Clause**

Except only in those specific cases where corresponding rules and regulations which are now or may hereafter be in force provide for the payment of the stipulated premiums in periodic instalments at fixed percentages, it is hereby agreed, declared and warranted that this Policy shall be deemed effective, valid and binding upon the Company only when the premiums therefor have actually been paid in full and duly acknowledged in a receipt signed by any authorized official or representative/agent of the Company.

19. **Conditions Precedent of Liability of Company.** The due observance and fulfilment of the terms, provisions, exceptions and conditions of this Policy in so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under the Policy.
20. **Non-Waiver Clause.** No waiver of any provision of this Policy will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder in accordance with Section 50 of the Insurance Code, as amended.
21. **Subrogation.** In the event that the Company pays a loss under this Policy, the Company shall be subrogated to all of the Insured's rights of recovery against any person or organization responsible for such loss. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
22. **Assignment Clause.** This Policy shall be void if assigned or transferred without the written consent of the Insurer.
23. **Claims Mitigation.** Each Insured and/or the Company shall exercise due diligence to ensure that all reasonable and practicable steps are taken to avoid or diminish any liability which may give rise to or has given rise to a claim. In any event no action shall be taken by the Insured which might prejudice the Company.
24. **Free Look Provision.** The Policy issued is subject to a cooling-off period for the Insured to review or examine.

Coverage Period	Cooling-off Period
1. Longer than six (6) months	Fifteen (15) days
2. Longer than thirty (30) days up to six (6) months	Five (5) days
3. Thirty (30) days or less	No cooling-off period

If after the review or examination by the Insured, the Insured may return or cancel the contract within the cooling-off period and the amount paid shall be returned in full provided no claim has been made by the insured.