

# ***GOLFCare Plus***

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## **INTRODUCTION**

To ensure maximum protection and benefits from the Policy, please read the Policy carefully and return it to us immediately if it is not in accordance with your requirements. The base currency for this insurance is Singapore Dollars (S\$).

The Proposal made by the Insured shall be the basis of the Contract. This Policy, the Policy Schedule, any Endorsements and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear.

## **GENERAL DEFINITIONS**

The following definitions apply to the Policy:

### **The Insured/You/Your**

The person(s) named as the Insured in the Policy Schedule.

### **Liberty/We/Our/Company**

Liberty Insurance Pte Ltd

### **Period of Insurance**

As stated in the Policy Schedule and each subsequent period for which the Policy is renewed. In respect of travel or stay overseas, the maximum period of coverage during such travel or stay is limited to 60 days from the date of departure from Singapore at any one time.

### **Policy Schedule/Schedule**

The typed sheet attaching to this Policy providing details of the subject matter being insured.

### **Excess**

The portion of claim for which the Insured is liable.

### **Golf Course/Golf Club/Golf Driving Range**

Shall mean an establishment which is legally licensed as a Golf Course, Golf Club or Golf Driving Range in the country in which it is located.

### **Injury**

Shall mean bodily injury caused by accidental means and within 6 months from the date of the accident solely and independently of any other causes result in the Insured's death or disablement.

### **Permanent Total Disablement**

Shall mean disablement (other than loss of or loss of use of limbs or loss of sight, speech or hearing) which entirely prevents the Insured from attending to any occupation or profession and having lasted a continuous period of 24 months and beyond reasonable hope of improvement.

### **Total Loss of Sight**

Shall mean medically certified total and permanent irrecoverable loss of the sense of sight resulting from accidental bodily Injury.

### **Loss of Hearing and Loss of Speech**

Shall mean medically certified total and permanent irrecoverable loss of hearing and speech resulting from accidental bodily Injury.

### **Medical Expenses**

Shall refer to medically necessary expenses incurred by the Insured for medical services ordered, prescribed or performed by a Physician who is licensed as a medical practitioner. This shall include reasonable and customary charges in the area where treatment is provided for hospital accommodation and services including intensive care unit accommodation where this is medically required.

### **Physician**

Refers to a legally licensed medical practitioner recognised by the law of the country where treatment is provided, qualified by degree in Western medicine and who, in rendering such treatment, is practising within the scope of his licensing and training but excluding a medical practitioner who is the Insured himself or the relative of the Insured.

### **Hospital**

Any institution which is legally licensed as a medical or surgical hospital in the country in which it is located and whose main activities are not those of a spa, hydroclinic, sanatorium, nursing home or home for the aged. It must be under the constant supervision of a Physician.

## SECTION 1 – PERSONAL LIABILITY

### COVER

We will indemnify you against all sums for which we may be legally liable including legal costs and expenses in respect of:

- (1) accidental bodily injury to or illness of any person (whether fatal or not)
- (2) accidental loss of or damage to property occurring during the period of insurance as a consequence of playing or practising golf in any recognised Golf Course or Golf Driving Range within the Territorial Limits as stated in the Policy Schedule.

We will also pay you in respect of any claims to which the indemnity under this Section applies:

- (a) all costs and expenses recoverable from you by any claimant
- (b) all costs and expenses incurred with our written consent.

### LIMIT OF INDEMNITY

Our liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the sum specified in the Schedule.

In respect of injury illness or loss and damage payable during one Period of Insurance our liability shall be unlimited.

### EXTENSION to Section 1

The Company will indemnify the Insured up to the limit stated in the Policy Schedule for all sums which he shall become legally liable to pay for loss or damage to golf buggies or similar vehicles, including those operated by or in the possession of the Insured. An excess of S\$100 will apply to each and every claim arising out of this extension.

### EXCEPTIONS to Section 1

We will not be liable in respect of:

- (a) bodily injury to any person being your Family members or at the time of sustaining such injury engaged in and under your service.
- (b) damage to property belonging to or in the charge of or under the control of the Insured or Family members or of a person in the service of the Insured.
- (c) bodily injury or damage arising out of or incidental to:-
  - (i) your profession or business
  - (ii) the use of lifts, elevators, vehicles, watercraft, aircraft or aerial devices.
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

- (e) any liability resulting directly or indirectly from the transmission of any communicable disease by you, your Family members, your domestic maid or your pets.
- (f) any liability arising from ownership of any other Building or land other than the home occupied by you solely as a private residence.
- (g) any liability arising from the occupation or use of any premises other than as a private residence unless specially agreed and specified in the Schedule.
- (h) any fines penalties punitive or exemplary damages
- (i) injury illness loss or damage caused by or in connection with or arising from defective sanitary, installation, pollution or contamination due to the discharge, dispersal, release or escape of smoke, vapour, soot, fumes, chemicals, liquids or gases, waste material unless such discharge, dispersal, release or escape is sudden and accidental.

### CONDITIONS to Section 1

#### Jurisdiction Limit

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided by this Section shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore, Malaysia and Brunei.

#### Territorial Limits

This will be as per Territorial Limits stated in the Schedule. In respect of travel or stay overseas the maximum period of coverage during such travel or stay shall be limited to 60 days from the date of departure from Singapore at any one time.

## SECTION 2 – PERSONAL ACCIDENT

### COVER

If you, should sustain accidental bodily Injury whilst playing or practising golf in any recognised Golf Course or Golf Driving Range and such and such Injury shall within 12 months from the date of the accident solely and independently of any other cause result in your death or disablement, we will compensate as follows:

Schedule of Compensation	Percent of Sum Insured
(1) Death .....	100%
(2) Death due to lightning strike at Golf Course ....	200%
(3) Permanent Total Disablement .....	100%
(4) Permanent Disablement resulting in:	
Loss of one or more limbs .....	100%
Total paralysis .....	100%
Total loss of sight of one eye or both eyes .....	100%
Total loss of speech and hearing .....	100%
Loss of hearing in both ears .....	75%
Loss of hearing in one ear .....	15%
Loss of speech .....	50%

Permanent total loss of use of limb shall be treated as loss of limb. Where the Injury is not specified above, the Company will adopt a percentage of disablement which in its opinion is not inconsistent with the above provisions.

The Company shall not be liable to pay in respect of all the abovementioned items together more than 100% of the sum insured in respect of the same accident or in any one Period of Insurance, except for a claim under item (2) above.

### EXTENSION to Section 2

In the event that you sustain accidental bodily Injury whilst playing or practising golf in any recognised Golf Course or Golf Driving Range resulting in you being unable to play or practice golf, we will reimburse your club subscription fees for up to 2 months from the date of the accident or up to S\$1,500/- whichever is the lesser.

### EXCEPTIONS to Section 2

This Policy does not cover:

- Accidental bodily Injury arising from intentional self-injury, intoxication under the influence of alcohol or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction, suicide, venereal disease, AIDS or any physical defect or infirmity, childbirth or pregnancy.
- Insured persons over the age of seventy-five at the inception date of the Policy.

## SECTION 3 – MEDICAL EXPENSES

### COVER

In the event that during the Period of Insurance the Insured sustains accidental bodily Injury whilst playing or practising golf in any recognised Golf Course or Golf Driving Range and necessarily incurs Medical Expenses as defined above, the Company shall reimburse the Insured for such Medical Expenses up to the limit stated in the Policy Schedule for any one accident. Any benefits payable under this Section shall be reduced by the amount recoverable from any other sources.

### EXTENSION to Section 3

The Company will indemnify the Insured up to S\$100/- for any one accident for treatment by a legally licensed Chinese Physician recognised by the law of the country where treatment is provided but excluding a Chinese Physician who is the Insured himself or the relative of the Insured.

## SECTION 4 – LOSS OF GOLFING EQUIPMENT AND PERSONAL EFFECTS

### COVER

The Company will pay up to the limit stated in the Policy Schedule for loss or damage to golfing equipment and personal belongings (excluding watches, jewellery, cameras, electronic equipment, money, securities or stamps) caused by fire, burglary, housebreaking or theft whilst in any recognised Golf Club premises, subject to the following conditions:

- No one article or pair/set of articles shall exceed S\$200 in value.
- In respect of a pair or set of articles, the Company shall only be liable for the value of that part of the pair or set which is lost or damaged.
- The Company may make payment or at its option reinstate or repair the articles, subject to an allowance for wear and tear and depreciation.
- The Insured must take reasonable steps to safeguard their golfing equipment and personal belongings.
- The Insured shall bear the first S\$50 of each and every claim.
- "Golfing Equipment" shall include golf clubs and golf bags.

## SECTION 5 – BREAKAGE OF GOLF CLUBS

### COVER

The Company will pay up to the limit stated in the Policy Schedule for accidental breakage of golf clubs occurring during the course of actual play or practice at any recognised Golf Course or Golf Driving Range subject to the following terms and conditions:

- The Company may make payment or at its option reinstate, repair or replace such broken clubs subject to an allowance for wear and tear and depreciation.
- The Insured shall bear the first S\$50 of each and every claim.

## SECTION 6 – HOLE-IN-ONE

### COVER

In the event of the Insured scoring a hole-in-one during the course of an organised game or tournament or social game at any recognised Golf Course, the Company will pay the sum insured stated in the Policy Schedule. This payment will be increased up to the amount stated in the Policy Schedule if the claim is supported by receipts for food and beverage expenses incurred by the Insured at the Golf Club premises on the same day that the hole-in-one was scored.

## SECTION 7 – EMERGENCY MEDICAL EVACUATION & REPATRIATION

### COVER

If you sustain an Injury while you are playing or practising golf at any recognised Golf Course outside of Singapore during the Period of Insurance, we may be contacted at the Liberty Helpline to provide the following assistance and services, subject to the limits stated in the Policy Schedule:

#### (a) Emergency Medical Evacuation

In the event of an Injury which results in a Serious Medical Condition, we will organise and pay for the medically necessary expense of air and/or surface transportation, medical care during transportation, communications and all usual ancillary charges incurred in moving you to the nearest Hospital where appropriate medical care is available (and which may not necessarily be in Singapore).

“Serious Medical Condition” means a condition which, in our opinion, constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to your immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of your geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility.

#### (b) Repatriation

We will organise and pay for the medically necessary expenses necessarily incurred in returning you to Singapore following an emergency medical evacuation for subsequent in-Hospital treatment at a place outside Singapore.

Please note that we reserve the right to decide:

- (a) whether your Injury is sufficiently serious to warrant emergency medical evacuation; and
- (b) the place to which you will be evacuated; and
- (c) the means or method by which such evacuation and/or repatriation will be carried out having regard to all the assessed facts and circumstances which we are aware of at the relevant time.

In respect of travel or stay overseas, the maximum period of coverage during such travel or stay is limited to 60 days from the date of departure from Singapore at any one time.

## SECTION 8 – REPATRIATION OF MORTAL REMAINS

In the event of your death while overseas within thirty (30) days of an Injury sustained while you are playing or practising golf in any recognised Golf Course outside of Singapore during the Period of Insurance, we will organise and pay all reasonable and unavoidable expenses for either:

- (a) transporting your mortal remains from the place of death to Singapore; or
- (b) the cost of a local burial at the place of death as approved by us.

The maximum amount payable for this benefit is specified in the Policy Schedule. In respect of travel or stay overseas, the maximum period of coverage during such travel or stay is limited to 60 days from the date of departure from Singapore at any one time.

## GENERAL EXCLUSIONS

The following general exclusions apply to all Sections of this Policy:

- (a) We will not be liable in respect of:
- (1) scratching, denting, chipping or defacing
  - (2) any loss, destruction or damage due to wear, tear, depreciation, the process of washing, cleaning, dyeing, alteration, repairing or restoration of any article, the action of light or atmospheric conditions, rot, mildew, rust, moth, insects vermin or any other gradually operating cause.
  - (3) any loss or damage occasioned through the wilful act of the Insured or with the connivance of the Insured.
  - (4) delay, confiscation or detention by Custom officials or authorities.
  - (5) electrical, electronic or mechanical breakdown or derangement, manufacturers' defects or faulty design.
  - (6) consequential loss of any nature.
  - (7) loss or damage to property despatched by sea or air under a bill of lading airway bill or similar document.
  - (8) breakage of strings in respect of any musical instrument.
  - (9) damage to films when in use in a camera or projector.
  - (10) breakage of tubes and/or bulbs unless the apparatus is damaged at the same time.
  - (11) business or professional use in respect of photographic and sporting equipment and musical instruments.
  - (12) any loss, damage or liability directly or indirectly arising as a result of any unexplained loss or mysterious disappearance.
  - (13) any loss, damage or liability directly or indirectly arising from false programming, punching, labelling or inserting inadvertent cancelling of information or discarding of date carrying media and loss of information caused by magnetic fields
  - (14) loss or damage directly occasioned by pressure waves caused by aircraft and aerial devices travelling at sonic or supersonic speeds

(b) **WAR AND TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes 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, mutiny, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military rising, military or usurped power, martial law, confiscation or nationalisation or requisition or

destruction of or damage to property by or under the order of any government or public or local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means; or

- (2) Any act of terrorism.

For the purpose of this endorsement 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 endorsement also excludes loss, damage, cost or expense 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 the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

(c) **IT 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, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- (1) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. 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.
- (2) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

(d) **NUCLEAR ENERGY EXCLUSION CLAUSE**

This Policy shall exclude nuclear energy risks.

For all purposes of this Policy nuclear energy risks shall mean:

- (1) 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.
- (2) All Property on any site (including but not limited to the sites referred to in (1) above used or having been used for:
  - (a) the generation of nuclear energy or
  - (b) the Production, Use or Storage of Nuclear Material.
- (3) 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.
- (4) The supply of goods and services to any of the sites, described in (1) to (3) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under noted, 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 (1) to (3) above (including contractors' plant and equipment).
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (1) above.

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

However, 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 under noted perils:
  - fire, lightning, explosion;
  - earthquake;
  - aircraft and other aerial devices or articles dropped therefrom;
  - irradiation and radioactive contamination;
  - 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 utilization 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, buildings, structures, plant, equipment vehicles, contents (including but not limited to liquids and gases) and all materials of whatever 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 Installations, any area where the level of radioactivity requires the provision of a biological shield.

(e) **ASBESTOS EXCLUSION**

It is hereby understood and agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of or contributed to or aggravated by asbestos in whatever form or quantity.

**(f) RADIOACTIVE EXCLUSION**

This Policy does not cover any 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:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**(g) SEEPAGE AND POLLUTION EXCLUSION**

This Policy does not cover any liability in respect of:

- (i) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended and unexpected happening;
- (ii) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended or unexpected happening;
- (iii) fines, penalties, punitive or exemplary damages.

This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this clause not been attached.

**GENERAL CONDITIONS**

The following general conditions shall apply to all Sections of this Policy:

**(a) CANCELLATION**

You may cancel this Policy by giving us notice in writing and will be entitled to a refund of premium (subject to our short period table). We may cancel this Policy by giving you thirty days' notice at your last known address and we shall refund premium paid for the remainder of the current period of insurance.

**(b) DUTY OF CARE**

You are to take all reasonable precautions to prevent loss, damage or accidents including:

- (i) take reasonable steps to safeguard the insured property from loss or damage
- (ii) compliance with all statutory obligations
- (iii) observance of all rules and regulations at the Golf Course or Golf Driving Range

**(c) OTHER INSURANCE**

If at any time of an accident which result in a claim there is any other insurance Policy covering anything insured by this Policy covering anything by this Policy (with the exception of Personal Accident) we will only be liable for that part of loss or damage which is in excess of the amount recoverable/recovered from such other insurance Policies, subject to the limit of liability provided by this Policy.

**(d) CLAIMS NOTIFICATION**

If loss or damage occurs and or any incident which may result in a claim:

- (i) notify us immediately and provide full details in writing as soon as possible
- (ii) notify the police as soon as reasonably possible about any theft or attempt thereat, or by malicious persons and cooperate with us in securing the conviction of the offender
- (iii) declare to us particulars of all other insurances, if any
- (iv) without delay procure and act on proper medical or surgical advice. In the event of the death of the insured person notice shall where practicable be given to us before interment or cremation stating the time and place of any inquest appointed and we shall be entitled to have a post mortem examination at our expense (applicable to Section 2 only)
- (v) send to us without delay any letter of claim, writ, summons or other legal document served on you.

**(e) VOIDANCE OF POLICY**

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material particulars.

**(f) FRAUD**

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by you or anyone acting on your behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the wilful act or with your connivance all benefits under this Policy shall be forfeited.

**(g) ARBITRATION**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against us. Unless any such action or suit be commenced within six months of the making of an award we shall not be liable to make any payment in excess of the amount of the award.

**(h) RIGHTS AND RESPONSIBILITIES**

- (i) Persons seeking the protection of this Policy must not admit, reject or negotiate any claim without our consent. We may take over and conduct in the name of that person, with absolute control, the defence or settlement of that claim.
- (ii) We shall be entitled to any property for the loss of which a claim is paid hereunder and you shall execute all such assignments and assurances of such property as may be reasonably required but you shall not be entitled to abandon any property to us.
- (iii) We shall be entitled to pay to you the limit of indemnity for any one accident under Section 1 (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and we shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation incurred prior to the date of payment of such limit of indemnity or such less sum.
- (iv) If you or any person on your behalf shall not comply with our requirements or shall hinder or obstruct us in the exercise of our powers hereunder all benefit under this Policy shall be forfeited.
- (v) If we elect to reinstate or replace any property you shall at your own expense produce and give to us all such plans documents and other information as we may reasonably require. We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend more than the sum insured thereon.

If we are unable to reinstate or repair the property because of any municipal or other regulations in force we shall then only be liable to pay such sums as would be requisite to reinstate or repair such property if the same would lawfully be reinstated to its former condition.

**(i) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001**

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

**(j) FREE LOOK PROVISION**

In the event that you are not satisfied with the Policy for any reason and there are no claims on the Policy, it may be returned to us for cancellation with effect from inception, within fourteen (14) working days after receipt of the Policy by you. Any premium billed will be refunded without interest. This right to return policy is applicable only to newly incepted policies

**(k) BREACH OF PREMIUM WARRANTY**

It is a condition precedent that this Policy is issued on the basis that the Insured has never had any insurance (for the risk insured) cancelled due solely or in part to a breach of premium payment warranty in the last 12 months.

**(l) PAYMENT BEFORE COVER WARRANTY**

1. Notwithstanding anything herein contained but subject to clauses 2 and 3 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date) of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.
2. In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate, Cover Note and Endorsement.
3. In respect of insurance coverage with "Free Look" provision, the Insured may return the original policy document to the Company or intermediary within the "Free Look" period if the insured decides to cancel the cover during the "Free Look" period. In such an event, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance."

**(m) PAIR AND SET**

In the event of accidental loss of or damage to any article forming part of a pair or set, we will not be liable for more than the value of the particular part of parts which may be lost or damaged without reference to any special value which such part or set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.

**(n) LOYALTY DISCOUNT**

In the event of no claim being made or arising under this Policy during a Period of Insurance specified below immediately preceding the renewal of this Policy, the renewal premium shall be reduced as follows:

<u>Period of Insurance</u>	<u>Discount</u>
The preceding year	10%
The preceding two or more consecutive years	15%

Please examine your Policy carefully to ensure that it meets your requirements and has been prepared correctly. If any error is found, please return it immediately to the Company for correction.

This Policy shall not be in force unless it has been countersigned by an Authorised Representative of the Company.