

# Sportsman's Policy 1.0

WHEREAS the Insured named in the Schedule hereto has made to MSIG Insurance (Hong Kong) Limited (hereinafter called "the Company") a proposal and declaration which shall be the basis of this contract and which is deemed to be incorporated herein and has paid or agreed to pay the Premium stated in the aforesaid Schedule as consideration for the insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that subject to the terms, Exceptions, Limits and Conditions contained herein or endorsed hereon in the event of any of the undermentioned contingencies happening within the Territorial Limit stated in the Schedule and during the Period of Insurance stated in the aforesaid Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy the Company will by payment, reinstate or repair, indemnify or compensate the Insured as follows.

PROVIDED ALWAYS that the due observance and fulfilment of the terms, Conditions and Endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## SECTION 1 PUBLIC LIABILITY

The Company will indemnify the Insured against all sums which the Insured shall become legal liable to pay as damages caused by the Insured whilst and as a consequence of playing or participating in the sports specified in the Schedule resulting in:

- (a) accidental bodily injury to any person not being a member of the Insured's family or household or in his service.
- (b) accidental damage to property not belonging to or in the charge of or under the control of the Insured or a member of his family or household or of any person in his service.

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

PROVIDED ALWAYS THAT

- (a) the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum of HK\$5,000,000 and that the Company shall not be liable in respect of claims arising out of the possession or use of any craft (other than hand-propelled craft) or of any vehicle.
- (b) this section does not cover sums which the Insured shall become liable to pay for:-
  - (i) compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong.
  - (ii) cost and expenses of litigation recovered by any claimant from the Insured which are not incurred and recoverable in Hong Kong.

## SECTION 2 PERSONAL ACCIDENT

The Company will pay up to the Limit as specified below if the Event described herein shall happen to the Insured whilst playing or practising in the specified sports leading to the Results as described occurring within ninety days of the happening of the Event.

Event	:	Bodily injury caused solely and directly by violent accidental external and visible means which injury shall independently be the sole and direct cause of any of the Results (1) to (7)
Results	:	Limit
(1)	Death	HK\$500,000
(2)	Total and permanent loss of all sight in both eyes	HK\$500,000
(3)	Total loss by physical severance or permanent loss of use of or total paralysis of a) both hands, or b) both feet, or c) one hand and one foot,	HK\$500,000
(4)	Total loss by physical severance or Permanent loss of use of or total paralysis of a) one hand, or b) one foot together with the total and permanent loss of all sight in one eye.	HK\$500,000
(5)	Total and permanent loss of all sight in one eye	HK\$250,000
(6)	Total loss by physical severance or Permanent loss of use of one hand or one foot	HK\$250,000
(7)	Total disablement from engaging in or attending to usual business or occupation	HK\$500 per week for a period not exceeding twenty six weeks from the happening of the Event

PROVIDED ALWAYS THAT

- (a) This section shall not be operative if at the time of the accident the Insured is over 65 years of age or under 16 years of age.
- (b) No compensation shall be payable under the Policy
  - (i) in respect of any event consequent upon suicide (whether felonious or not) or attempt thereof, nor

**IMPORTANT** - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

- (ii) in respect of any event happening to the Insured whilst insane or under the influence of intoxicating liquor or drugs, nor
- (iii) in respect of any results attributable
  - either wholly or in part to venereal disease, or
  - child-birth or pregnancy.

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

(c) Compensation shall not be payable for:

- (i) More than one of the results (1 - 6) and when payable for one of those results shall not be payable for any other of the results caused by the same event (and compensation in fact previously paid for any result other than results (1 - 6) shall be brought into account and deducted from compensation paid for any one of the results (1 - 6) caused by the same event) nor for any of the results caused by any subsequent event or further liability on the Company under this Policy thereupon ceasing.
- (ii) A period exceeding 26 weeks for result (7) in respect of any one event.
- (iii) Any of the Results unless the Insured shall as soon as possible after the happening of the event which caused such Results procure and follow medical advice from a duly registered medical practitioner.

(d) All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as the Company shall 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 the case of the death of the Insured be entitled to have a post-mortem examination at its own expense.

### SECTION 3 ALL RISKS ON SPORTS EQUIPMENT

The Company will indemnify the Insured against loss of or damage to sports equipment (including sports clothing) belonging to the Insured by any accident or misfortune not otherwise excluded occurring within the Territorial Limit stated in the Schedule and not exceeding the sum of HK\$20,000 in all in any one period of insurance.

The Company shall not be liable for the first HK\$250 of each and every claim for loss of or damage to golfing equipment (including clubs bags and golf carts).

### SECTION 4 PERSONAL EFFECTS

The Company will by payment (or at its option by repair reinstatement or replacement) indemnify the Insured against loss or damage (other than by wear and tear or gradual deterioration or depreciation) to personal effects (not being property insured under section 3) belonging to the Insured (excluding watches, jewellery, trinkets, field and other glasses, cameras, portable radio sets, money, securities, stamps, and motor vehicles and accessories) whilst such effects are at any recognised Golf Club provided that the liability of the Company under this section in respect of all loss or damage occurring during any one period of indemnity shall not exceed HK\$5,000 and HK1,000 per article.

The Company shall not be liable for the first HK\$250 of each and every claim under this section.

### SECTION 5 HOLE-IN-ONE

In the event of the Insured holeing a tee shot during the course of an organized game or tournament on any golf course within the Territorial Limit stated in the Schedule the Company will pay to the Insured the sum of HK\$2,000.

PROVIDED ALWAYS THAT the Company shall not be liable:

- (a) unless golf is a specified sport.
- (b) for more than one payment of HK\$2,000 during any one period of insurance.
- (c) unless the claim for the payment under this section is suitably substantiated by the Secretary of the Golf Club on which the event takes place.

### GENERAL EXCEPTIONS

The Company shall not be liable:

- (a) under section 3 for loss of or damage to boats, balls, shuttles, strings, lines and whilst actually being used in the specified sport, bats, racquets and hockey sticks.
- (b) under sections 3 & 4 for loss of or damage to watches, radios, binoculars or cameras and accessories belonging thereto.
- (c) for theft of the property insured whilst contained in an automobile unless all doors and windows are securely locked, and in the event of loss by theft from an automobile visible signs of forcible entry must be shown.
- (d) for loss or damage due to wear and tear, moth, mildew or other depreciation or damage due to any process of repair, restoration or renovation.
- (e) in respect of loss or damage directly or indirectly due to the Insured having caused or suffered anything to be done whereby the risk hereby insured against was increased.
- (f) for any liability for:
  - (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.
  - (ii) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
  - (iii) fines, penalties, punitive or exemplary damages.
- (g) in respect of loss of or damage directly or indirectly caused by riot and strikes.
- (h) in respect of death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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 including but not limited to
    - a. the use or threat of force, violence and/or
    - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or

3. any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.
- (i) for loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (v) any chemical, biological, bio-chemical, or electromagnetic weapon
- (j) for loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
- (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- (ii) permanent or temporary dispossession of any property resulting from the unlawful occupation or possession of such property by any person
- provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
- (iii) the destruction of property by order of any public authority
- (k) for any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insureds own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
- (l) in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
- (i) asbestos, or
- (ii) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

If the Company alleges that by reason of the exceptions (h) to (l) any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

#### Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

#### Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
- 1.1. Cyber Loss;
- 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
- 6.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 6.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
- 7.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

#### (A160) COVID-19/ Pandemics Exclusion (Applicable to Personal Accident Section only)

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived – :

- (a) Coronavirus (COVID-19) including any mutation or variation thereof; or
- (b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

#### (P226) Communicable Disease Exclusion (Applicable to All Risks on Sports Equipment and Personal Effects Sections only)

1. Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

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

(P227) General Exclusion for Cleaning Cost – Communicable Disease (Applicable to All Risks on Sports Equipment and Personal Effects Sections only)

Notwithstanding any provision to the contrary, this policy shall exclude any cost to clean, decontaminate, disinfect, repair, replace, recall or checking of any property directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any communicable diseases.

(L132) Communicable Disease Exclusion (Applicable to Public Liability Section only)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## CONDITIONS

1. The Insured shall not, without the consent in writing of the Company, repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the Defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any person and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the Defence of any claim may relinquish the same and the Insured shall give all such information and assistance as the Company may require.
2. The Insured shall on receiving notice of any accident to or claim by any third party give immediate notice thereof in writing to the Company and shall supply full particulars thereof in writing and shall send to the

Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. In the event of a claim under sections 3 & 4 for loss or damage due to theft or to any attempt thereat, the Insured shall also give immediate notice to the Police and shall endeavour to cause the discovery and punishment of the guilty person or persons.

3. On the happening of any loss insured under sections 3 & 4 of the Policy the Company shall be entitled to take and keep possession of the property concerned and to deal with the salvage in a reasonable manner and this Policy shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.
4. If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof, then, in any of these cases, this Policy shall be void.
5. If at the time any claim arises under this Policy there be any other insurance indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance. However, this condition should not apply to sections 2 & 5.
6. The Company may at any time by giving 7 days notice to the Insured by Registered Letter at the Insured's address as last known to the Company, be at liberty to cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportional part of the premium corresponding to the unexpired Period of Insurance. This Policy may be cancelled at any time by the Insured on 7 days notice to the Company and in such event the Insured shall be entitled to a return of premium less premium at the Company's short period rates for the time the Policy has been in force.
7. If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within twelve (12) months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. If an action or suit is not commenced within twelve months after the arbitration award is made under Condition 7 of this Policy, the Company shall not be liable for any claim for the Dispute under this Policy and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable against the Company hereunder.
9. Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.