

## GOLFER'S COMPREHENSIVE INSURANCE POLICY

Thank you for choosing Qatar Insurance Co. for your Golfer's Comprehensive Insurance.

This document sets out what is and what is not covered, together with the sum insured and any special terms that may apply.

### Definitions

**Us, We, Our, QIC** – Qatar Insurance Company, a company registered under the laws of the State of Qatar and licensed and regulated by the Qatar Central Bank .

**You, Your** – the person named as 'the insured' in **the schedule**, or as 'the policyholder' in any **certificate of insurance** or renewal notice applying to this insurance.

**The schedule / amended schedule** – the document showing the **golf equipment we** are insuring and the cover which applies. The schedule is legal evidence of **your** insurance. These terms and conditions are attached to and forms part of the **schedule**.

**Territorial limits** – the State of Qatar. This insurance also includes cover anywhere in the world for a maximum period in the aggregate of 30 days in any one 12 month **period of insurance**.

**Period of insurance** – the period of time covered by this insurance (as shown in **the schedule**) and any further period **we** accept **your** premium for.

**Accident** – a sudden, unexpected, specific event which happens during the **period of insurance**.

**Bodily injury** – external, visible, physical injury resulting solely and directly from an **Accident** during the **period of insurance** caused by violent and external means whilst the insured person is playing golf on a recognised golf course within the **territorial limits** of the policy.

**Junior** – a person aged under 18 years.

**Road** – a highway and any other road to which the public has access, including bridges over which a road passes.

**Golf Equipment** - items necessary in order to play golf but not including golf buggies unless otherwise stated within this insurance policy and those items specifically excluded under Section 3 – Golf Equipment.

**Nominee** means the person identified in the proposal form as the individual entitled to receive certain benefits under this policy in the unfortunate event of your death.

**SECTION 1 - PERSONAL LIABILITY**

**We** will insure **you** for all the amounts which **you** become legally liable to pay up to a maximum limit of QAR. 1,000,000, for a junior QAR. 500,000 in respect of;

(A) Death or injury to any person (including a hired caddy) caused by your use of **golf equipment** or a hired golf buggy while playing golf on a recognised golf course within the **territorial limits** of the policy during the **period of insurance**;

(B) Any number of claims arising out of one cause for damage to property not belonging to **you** or in **your** custody or control, caused by **your** use of golf equipment, or a hired golf buggy for which **you** are legally liable, while playing golf on a recognised golf course within the **territorial limits** of the policy during the **period of insurance**.

The above indemnity limit includes:

- (1) Costs and expenses incurred with **our** written consent.
- (2) Lawyer's fees for representation in a court.

In the event of **your** death, **we** will deal with any claim made against **your** estate, provided that the liability is covered by this insurance.

Irrespective of legal liability, **we** will pay up to QAR.100,000 (QAR. 50,000 for a **junior**) to make good accidental damage to third party property not belonging to **you** or in **your** custody or control, caused by **your** use of golf equipment while playing golf on a recognised golf course within the **territorial limits** of the policy during the **period of insurance**.

**Exclusions to Section 1**

**Your insurance does not cover the following.**

**1. Any liability arising directly or indirectly due to the ownership or occupation of land or building by you, or any liability while you are engaged in any employment, business or profession.**

**2. Any liability in the USA & Canada for;**

**(A) Personal or bodily injury, or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.**

**(B) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.**

**(C) Fines, penalties, punitive or exemplary damages.**

**3. Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.**

4. We will not be liable for any claim unless any action for damages is brought against you in a Court of Law within the State of Qatar
5. We will not be liable for any judgement, award, or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part).
6. Any liability in respect of damage to, or theft of, a hired or borrowed buggy while in your custody or control.
7. Any liability for any hired golf buggy whilst on any public highway outside the golf course unless being used on a recognised road crossing between holes on a golf course.

## **SECTION 2 - PERSONAL ACCIDENT**

If **you** suffer accidental **bodily injury**, as defined in items A to C below, resulting solely and directly from an **accident** during the **period of insurance** caused by violent and external means while **you** are playing golf on a recognised golf course within the **territorial limits** of the policy, **we** will pay **you** or **your Nominee** (in case of death) up to the total amount stated against such item. No payment shall be made under more than one of items A, B or C in respect of injuries arising out of the same occurrence.

### **Bodily injury benefits**

**We** will pay up to a maximum of QAR.50,000 (QAR. 25,000 for a **junior**) in respect of;

- A) **Bodily injury** which is the sole cause of death within 12 months from the **accident**.
- B) **Bodily injury** which, within 12 months from the date of the **accident**, is the sole and direct cause of;
  - 1) Loss of one or more limbs by physical separation at or above the wrist or ankle.
  - 2) Permanent and total loss of use of one or both hands or legs.
  - 3) Total loss and irrecoverable loss of sight in one or both eyes
- C) **Bodily injury** (not giving rise to benefit under item B) which is the sole and direct cause of **your** being totally disabled and unable to engage in gainful business or occupation for a continuous period of two years, and which will in all probability, to **our** satisfaction, continue for the rest of **your** life.

### **SECTION 3 – GOLF EQUIPMENT**

We will, at our discretion, repair or replace as new, **golf equipment** and/or clothing belonging to **you** in respect of loss, theft or damage during the **period of insurance** while within the **territorial limits** of the insurance. If the item(s) which are the subject of the claim is/ are no longer available/ manufactured we will, at our discretion, arrange for the replacement of the items with the nearest equivalent.

Please note that:

A) The total amount payable by us during the **period of insurance** in respect of any number of claims will be paid only up to the maximum limit of the sum insured specified on **the Schedule**.

B) A limit of QAR.750 will apply to any one item, less any excess that may be applicable to the claim under the insurance.

#### **Exclusions to Section 3**

**Your insurance does not cover the following;**

- 1) Excesses - The first QAR 150 of each and every claim and QAR 500 in respect of GPS/Rangefinders and each and every claim in respect of the theft of golf equipment from an unattended car or from outside the clubhouse/ pro shop.**
- 2) The theft of golf equipment from a car, unless it is totally concealed in the car boot, or is totally concealed under the parcel shelf/internal cover supplied by the manufacturer and the car is fully locked and there are signs of forcible entry.**
- 3) Any theft, loss or damage whilst insured items are within a caravan, any type of van, commercial vehicle or vehicle used as such, or from a taxi which is owned by you.**
- 4) The theft of golf equipment from your Golf Club locker, a house or garage, unless they are locked and there are signs of forcible or violent entry.**
- 5) The theft of golf equipment from a garden shed or similar outbuilding (unless otherwise agreed in writing by QIC).**
- 6) The theft or loss of, or damage to, golf equipment from University Halls of Residence or student accommodation.**
- 7) Damage attributed to wear and tear.**
- 8) Loss, destruction or damage by vermin or other deterioration, electrical or mechanical breakdown, derangement or any process of cleaning, renovation, repair or whilst being worked upon, faulty workmanship or design.**

9) Remote control trolleys and golf buggies owned by you unless an additional premium to insure your golf buggy has been paid and cover confirmed in writing by QIC.

10) GPS golf devices unless included on list of golf equipment provided to QIC on renewal or on application, with details of make, model and price paid.

11) Cover to batteries and chargers including any fire and damage caused by batteries.

12) The theft or loss of, or damage to, any type of spectacles or sun glasses.

13) Loss of, or damage to, golf equipment while in transit which is not reported to QIC within 24 hours of discovery and an appropriate written report/claim reference obtained.

14) The theft or loss of golf equipment that is not reported to the police within 24 hours of discovery and an appropriate crime reference obtained.

#### **SECTION 4 - CLUB SUBSCRIPTION**

We will provide a pro rata reimbursement of **your** club subscription fees resulting solely and directly from an **accident** during the **period of insurance**, caused by violent and external means while **you** are playing golf, rendering **you** unable to play golf for more than 60 consecutive days, up to a maximum period of 12 months and a maximum limit of QAR. 500 (QAR.250 for a **junior**) ( . in any one **period of insurance**.

Claims settlement – In order that reimbursement under this section can be made, **we** will require details of the club subscription paid.

**You** must get and act on advice from a registered medical practitioner, and have any medical examination that **we** ask and pay for. **You** must give **us** (at **your** own expense) any documents, information and evidence **we** need and in case of an unfortunate event of your death, **we** will be entitled to ask for, at **our** expense, a post mortem examination.

#### **SECTION 5 - HOSPITAL COVER**

We will reimburse the cost of **your** emergency hospitalisation resulting solely and directly from an **accident** during the **period of insurance** caused by violent and external means while **you** are playing golf **within the territorial limits of the insurance**. This benefit does not apply to the first 24 hours of **your** hospitalisation, and shall be limited to QAR. 150 (QAR.75 for a **junior**) per 24 hour period thereafter up to a maximum of 14 days during the **period of insurance**, up to a maximum limit of QAR.2,100.



## SECTION 6 - DENTAL TREATMENT COVER

We will reimburse the cost of any emergency dental treatment required as a result of injury to **your** teeth caused by a direct external blow whilst playing golf **within the territorial limits of the insurance**, up to a maximum limit of QAR.2,000 ( QAR. 1,000 for a **junior** ).

CLAIMS SETTLEMENT – **You** will be required to provide **us** with an invoice for the cost of treatment, at **your** own expense, in the event of a claim being made under this section.

### Exclusions to Section 6

We shall not be liable for treatment directly or indirectly as a result of;

- A) Injury caused by foodstuffs (including foreign bodies therein).
- B) Wear and tear.
- C) Injury caused other than by direct external oral impact.
- D) Damage which is not apparent within seven days of the date of the accident resulting in dental injury.
- E) Damage to dentures occurring other than when being worn.

### SPECIAL EXCLUSIONS IN RESPECT OF SECTIONS 2, 4, 5, AND 6

You are not covered for any loss or injury:

- A) Sustained while under the influence of intoxicants or drugs.
- B) Caused, contributed to or aggravated by any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery or any corrective treatment needed as a result of previous cosmetic surgery.
- C) Caused, contributed to or aggravated by any physical condition, defect, infirmity, disease or illness, whether diagnosed or not, existing prior to any accident to which this policy applies.
- D) Caused by an accident if not caused by violent and external means while you are playing golf.

## SECTION 7 – HIRE OF GOLF EQUIPMENT

We will reimburse hire charges up to QAR. 1,000 ( QAR.500 for a **junior** ) following loss of **golf equipment** which is subject to a claim under the policy during overseas travel. A receipt in respect of the hire charges is required.

## SECTION 8 – TOURNAMENT ENTRY FEES

**We** will reimburse the cost of golf tournament fees, QAR.500 ( QAR.250 for a **junior** ) per tournament and up to the maximum limit of QAR.1000 per year (QAR.500 for a **junior** ) when cancellation of entry to the tournament is due entirely to the unexpected and unforeseen sickness of, or accidental injury, to **you** occurring within 14 days of the tournament start date and rendering **you** unable to play golf.

## SECTION 10 HOLE IN ONE

**We** will reimburse **you** in the event that **you** achieve a Hole in One in an official medal or stable ford Golf Club competition in respect of the expense bill incurred on the day of the achievement in respect of the customary celebration up to QAR.3,500. Verification by Club Secretary, expense bill and score card is required.

Applicable for Adults only (21 year old and above)

## GENERAL CONDITIONS

- 1) **Observance of contract terms** - **Our** liability is conditional upon any person claiming indemnity observing the terms and conditions of this insurance.
- 2) **Duty of care** - **You** shall at all times agree to do all things necessary to avoid or diminish a loss under this insurance. Furthermore, this insurance excludes any loss to which **you** and/or any other insured person(s) have contributed to by the lack of due care, diligence, or behaviour the result of which would increase the risk and/or likelihood of a loss under this insurance.
- 3) **Subrogation** - In the event that a third party is deemed liable for part or all of any claim, **we** may exercise **Our** right of subrogation. You shall, at **Our** request and **Our** expense, agree to and permit **Us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. We will pay any costs or expenses involved in exercising **Our** right of subrogation.
- 4) **Claims procedure** - In order for consideration to be given to any claim, including reimbursement of **your** expense bill incurred on the day following a hole in one in an official club competition ( Medal or Stable ford), the matter must be reported to QIC in writing within 14 days of the incident occurring. **Our** address is, Qatar Insurance Co. PO Box 666, Doha, Qatar, E-mail: golfinsclaims@qic.com.qa; Telephone: +974 8000742 and fax number +974 4483 1569
- 4) **Claims settlement - pairs and sets** - **We** will not pay the cost of replacing or repairing any undamaged part of **your golf equipment** / golf clothing which forms part of a pair or set when the loss or damage is restricted to a single item or part of the set.
- 5) **Damaged items** - **We** will not pay the cost of repairing or replacing damaged **golf equipment** unless the damaged item(s) is retained by **you** and is made available for inspection if requested by **us**.

6) **Insurers rights** - No admission, offer, promise, payment or indemnity shall be made by **you**, or given by anyone acting on **your** behalf, without **our** written consent. **We** will be entitled to conduct or settle any claim at **our** discretion and **you** shall give **us** any information and assistance that **we** require.

7) **Other insurances** – If the loss, damage or injury which is the subject of a claim under this policy is covered by any other insurance, **we** will pay only **our** proportionate share of the claim.

8) **Special provisions** - In the event of **bodily injury** which is covered by this insurance **you** shall seek and act upon medical advice as soon as possible.

#### 9) **Cancellation** –

a) **We** shall be entitled to cancel this insurance by sending seven days' notice, by registered letter, to **your** last known address.

b) If this insurance does not meet **your** particular requirements **you** may cancel it by sending **us** written notice and returning **your** documents, including the original policy documents, within fourteen days of **you** receiving it or within fourteen days of inception, whichever is later. **We** will return any premium paid .

c) **You** can cancel this policy at any time by telling **us** in writing and returning **your** original policy documents. If a claim has not been made in the current **period of insurance we** will return any premium less a charge equal to the period of cover **you** have had. If a claim has been made **we** will not give **you** a refund.

### GENERAL EXCLUSIONS

**Your insurance does not cover the following;**

1) **War and similar risks** - Any liability, loss or damage caused by, contributed to or arising from war, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power being seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any similar event.

2) **Pollution or contamination** - Any liability for death, injury, illness, loss of, or damage to property arising directly or indirectly from pollution or contamination, unless it is directly caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

**Our liability for compensation payable in respect of all pollution and contamination which is deemed to have occurred during the period of insurance shall not exceed the amount specified in the schedule.**



For the purpose of this exclusion, pollution or contamination means;

- A) All pollution or contamination of buildings or other structures, or of water, land or the atmosphere.
- B) All loss, damage or injury resulting directly or indirectly by pollution or contamination.

3) Golf professionals - Any liability, loss or damage arising out of or in connection with the pursuit of the sport of golf in a professional capacity unless specifically agreed by us in writing.

4) Qatar residents – age limits – This insurance is only available to Qatar residents who are aged between 5 and 70 years old (unless otherwise agreed in writing by QIC).

5) Terrorism - Notwithstanding any provision to the contrary within this insurance policy or any endorsement thereto, this insurance does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, arising out of or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

6) Other exclusions - This insurance does not cover any claim directly or indirectly caused or contributed to by or happening through or in consequence of:

- a) any act of fraud or dishonesty by You or anyone acting on Your behalf;
- b) intentional causes at the direction of, or with Your knowledge;
- c) wilful, self-inflicted injury or illness; or suicide or an attempt to commit suicide;
- d) wilful exposure to danger, except in an attempt to save a human life;
- e) You engaging in any illegal or criminal act.

In any action, suit or other proceedings where we allege that by reason of this definition a loss, damage, cost or expense is not covered by this insurance policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon you.

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

6) Asbestos - This Policy does not apply to or include legal liability for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss. Subject otherwise to the Terms, Conditions and Exclusions of the Policy.



## CONTRACT RIGHTS

This is a legally binding contract of insurance between **you** and **us**. This contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract.

## WORLDWIDE COVER

This policy is extended to include cover anywhere in the world subject to the terms and conditions stated within this document for up to a total of 30 days in any one **period of insurance**.

**We** will not be liable for any claim unless any action for damages is brought against **you** in a Court of Law within the Qatar.

## TAX:

The premium charged for this policy excludes withholding tax, value added tax, goods and services tax and / or any other similar taxes, charges, duties or levies (collectively "Taxes") which may be altered, changed or introduced after the date of issuance of the policy. Where Taxes are altered, changed or introduced such that the Taxes altered, changed or introduced shall retrospectively apply in whole or in part to this policy, we reserve, and you hereby acknowledge, that we have the right to collect such Taxes from you. The level of a claim to be paid under this policy will be equal to the net cost to you of the claim exclusive of your right, irrespective of whether exercised, to recover VAT, GST or other similar taxes.

## PERSONAL DATA

Please note that any personal data provided as part of this insurance policy will be processed by Us in compliance with applicable law and the Data Protection policy of QIC, for the purpose of providing insurance and handling claims. Please visit our website for more information on privacy.

## GOVERNING LAW

This insurance policy is governed by the laws of the State of Qatar. Any dispute shall be referred to and decided by the courts of Qatar.

For further information of assistance kindly contact:

**Qatar Insurance Co.** PO Box 666, Doha, Qatar, E-mail: [info@qic-insured.com](mailto:info@qic-insured.com) , Telephone: +974 8000-742 and fax number: +974 44831569