



THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001.

GOLFERS INDEMNITY INSURANCE POLICY

WHEREAS, the insured named in the shedule hereto (hereinafter called “the Insured”) has applied to the NEW INDIA ASSURANCE COMPANY LIMITED (hereinafter called “the Company”) for the insurance hereinafter set forth and has paid the premium as stated in the shedule as consideration for such insurance for the period of insurance as stated in the shedule.

NOW THIS POLICY WITNESSETH THAT in the event of the under mentioned contingencies happening during the above stated period or during any subsequent period for which the Company may accept payment for the renewal of this Policy the Company will subject to the terms, conditions and provisions contained herein or endorsed hereon, indemnify or compensate the Insured as hereinafter provided.

CONTINGENCIES

SECTION I – THIRD PARTY LIABILITY

If any claim or claims shall be made on the Insured in respect of –

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

Caused at any time during the continuance of this policy through the fault or negligence of the Insured whilst playing golf on any recognized Golf course in India, and he shall become legally liable for the same then the Company will pay the amount of such claim or claims upto but not exceeding an amount as specified in the shedule (Limit of Indemnity) in any one year of insurance.

The Company will also pay within the said amount all costs and expenses incurred with its written consent.

SECTION II – PERSONAL ACCIDENT BENEFITS

As per company’s guidelines and P.A Clause attached hereto.

SECTION III – FIRE & BURGLARY

If the Golf kit belonging to the Insured whilst in any Golf Club House or Golf course or Insured's private residence in India is lost, destroyed or damaged by fire, burglary or housebreaking the Company will subject to the terms, exceptions and conditions contained herein or endorsed hereon pay or make good to the Insured such loss to the extent of the intrinsic value of the property so lost or such damage sustained upto but not exceeding an amount as specified in the shedule (sum insured for kit) during any year of insurance.

GENERAL EXCEPTIONS

Provided that no liability shall attach to the Company under this Policy for any consequences whether direct or indirect of War Invasion Act o Foreign Enemy Hostilities (Whether war be declared or not) Civil war, Rebellion, Revolution, Insurrection, Mutiny, Riots, Strikes, Civil Commotion, Military or Usurped power, Seizure, Capture, Arrests, Restraints and detainments of all kings, princess, locked-out workers and people of whatever nation, condition or quality so ever.

Provided further that the observance and fulfillment of the Insured of the terms and conditions of this Policy and of any endorsements which may be made hereon (in so far as it is practicable having regard to the nature thereof for the insured to have observed and fulfilled them) shall be a condition precedent to the Insurer's right to recover hereunder.

CONDITIONS

1. Upon the happening of any event which may give rise to a claim under this policy, the insured must forthwith give notice thereof in writing to the Company.
2. In the event of any claim under Section I of this Policy, every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt of the same by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution in respect of any occurrence which may give rise to a claim under this policy. No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over an conduct in the name of the Insured the defence or

settlement of any claim or to prosecute in his name for its own benefit and 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.

3. At any time after the happening of any event giving rise to a claim or series of claims under Section I of this Policy the Company may pay to the Insured the full amount of the Company's liability under such section and relinquish the conduct of defence in settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence with any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
4. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the person of the insured on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company, and in the event of death, to make a postmortem examination of the body of the Insured, and such evidence as the Company may from time to time require (including a postmortem examination if necessary) shall be furnished within the space of fourteen days after demand in writing, and in the event of a claim in respect of loss of sight, the Insured shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable. Provided that in the case claim by death or permanent partial disablement all sums payable hereunder shall be payable only on the delivery of this Policy cancelled and discharged. No sum payable under this Policy shall carry interest.

5. (a) Upon happening of any loss or damage to the Insured under Section III, 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 the policy shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.
(b) In the case of loss, destruction of or damage to the property insured under Section III by Burglary or Housebreaking the Insured shall also give immediate notice to the Police and at once take all practicable steps for discovering and punishing the guilty persons and for tracing and recovering the property, lost and shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the loss or damage claimed for has actually arisen from one of the causes insured against that the property in respect of which a claim is made is not merely mislaid or missing.
6. If at any time any claim arises under this policy there is any other existing insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation costs or expenses.
7. The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device, whether by the Insured or by any person on behalf of the Insured, nor if the Insurance has been granted or contained in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.
8. The Insured shall, in tendering any premium for the renewal of the policy, give notice in writing to the Company of any disease, physical defect or infirmity with which he has been affected since the payment of the last preceding premium.
9. This policy may be renewed by mutual consent every year and in such event the renewal premium shall be paid to the Company on or before the

date of expiry of the policy or of the subsequent renewal thereof. The Company shall not, however, be bound to give notice that such renewal is due.

10. The Company may at any time by notice in writing determine this policy provided that the company shall in that case return to the Insured the then last premium less a pro-rata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted addressed to the Insured at the address last registered in the Company's books and shall be deemed to have been received by the insured at the time when the same would be delivered in the ordinary course post.
11. Written Notice of any change of residence, or occupation or change of name whether by marriage or otherwise, shall within a reasonable time be given by the Insured to the Company.
12. The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representatives shall in all cases be an effectual discharge to the Company.
13. If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitraion as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

"It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrators or umpire of the amount of the loss or damage shall be first obtained."

- 14. If the Company shall disclaim liability to the Insured for any claim hereunder and such claims shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.**

N.B: In the event of dishonour of premium cheque policy automatically stands cancelled as from inception.