



# Your Golf Insurance

Policy Booklet

## Welcome to Liva Insurance

Congratulations on becoming insured with Liva, we are the result of a merger between two dynamic and pioneering companies, RSA and National Life & General Insurance Company. This makes us the region's leading multi-line insurance group. Through our combined historic experience, we have been providing motor, home, travel, liability, and various business insurances in the GCC region for over 80 years and for 1.5 million happy customers.

**Liva exists to instill confidence in your life to live the life you want, well prepared for the unexpected.**

Why? Because great insurance is about the right amount of preparedness. Having a listening ear and helping hand at any time, and every time. Having the coverage itself and all related services under one roof.

Inside this booklet, you'll find all the details about what your policy covers and what it doesn't. It also contains important information about our dedicated helpline and the simple process for making a claim.

Please take a moment to read through your policy booklet carefully and digitally store it in a secure place for future reference.

We welcome you to the Liva family and wish you a safe and hassle-free year

**Liva Insurance**  
**Life's good when you're covered.**

## مرحباً بك في "ليفا" للتأمين

تهانينا على حصولك على تغطية تأمين من "ليفا"، مجموعة التأمين متعددة المنتجات التأمينية الرائدة في المنطقة والتي توفر تغطيات تأمين على السيارات والنازل والتأمين أثناء السفر والتأمين الصحي والتأمين على الحياة والعديد من تغطيات التأمين التجاري المتنوعة لأكثر من 80 عاماً في منطقة دول مجلس التعاون الخليجي وتقدم خدمات تأمين تحظى برضا واستحسان ما يزيد عن 1.5 مليون عميل. و"ليفا" هي العلامة التجارية الجديدة لشركتين ديناميكيتين كانتا تعرفان سابقاً باسم رويال آند صن ألابينس والشركة الوطنية للتأمين على الحياة والعام والحائزتين على العديد من الجوائز التقديرية.

**تم إطلاق علامة "ليفا" لغرس الثقة لديك ولتتعلم بأسلوب الحياة الذي لطالما كنت تحلم به، ولتكون على أهبة الاستعداد لمواجهة الظروف غير المتوقعة.**

لماذا "ليفا"؟ لأن التأمين الفعال هو الذي يمنحك القدر الكافي من الاستعداد الأنسب والجاهزية القصوى لكل ما هو غير متوقع، والمصمّم نتيجة الإصغاء لمتطلبات العملاء، وتقديم العون لهم في أي وقت وكل وقت يحتاجونه. بمعنى آخر، إنه التأمين القادر على تزويدك بالتغطية المطلوبة ذاتها وكافة الخدمات ذات الصلة تحت مظلة واحدة.

ستجد في هذا الكتيب التعريفي جميع التفاصيل المطلوبة حول مجمل تغطيات التأمين المتاحة وغير المتاحة في بوليصة. كما يحتوي الكتيب على معلومات مهمة حول خط المساعدة المخصص لدينا والخطوات البسيطة الممكن اتباعها لتقديم المطالبة.

يرجى تخصيص بعض الوقت لقراءة كتيب البوليصة الخاص بك بعناية وتخزينه رقمياً في مكان آمن على أحد الأجهزة المتوفرة لديك بحيث يمكنك الرجوع إليه بسهولة مستقبلاً عن اللزوم.

نرحب بك مجدداً في أسرة "ليفا"، ونتمنى لك عاماً من القيادة الآمنة والخالية من المتاعب.

**"ليفا" للتأمين**

**الحياة حلوة وانت مؤمن**

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## SECTION 1

### LIABILITY TO THE PUBLIC

The Insurers will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation and claimant's cost and expenses consequent upon

- A. accidental bodily injury to any person whether fatal or not or
- B. accidental loss of or damage to property

occurring during the Period of Insurance and caused by the Insured whilst playing or practising golf on any recognised golf course within the Territorial Limits.

The Liability of the Insurers under this Section for all damages payable in respect of any one occurrence or number of occurrences arising directly or indirectly from one source or original cause shall not exceed the sum stated in the Schedule for Section I.

In respect of a claim for damages to which the indemnity expressed in this Section applies the Insurers will also pay costs and expenses incurred with the written consent of the Insurers.

In the event of the death of the Insured the Insurers will in respect of the liability incurred by the Insured indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this Policy provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms conditions and exceptions of this Policy insofar as they can apply.

The indemnity to the Insured under the terms of this Policy shall apply only in respect of judgements which are in the first instance delivered by or obtained from a Court of competent jurisdiction from anywhere in the world other than U.S.A./ Canada.

#### Exceptions To Section 1

The Insurers will not indemnify the Insured in respect of liability consequent upon

- A. death of or bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such injury engaged in and upon the service of the Insured
- B. loss of or damage to property belonging to or in the charge of or under the control of the Insured or any member of his family or household or in the charge of or under the control of any person in the service of the Insured by virtue of such service
- C. the possession or use of any mechanically propelled vehicle except golf carts used during play whilst on any golf course
- D. any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement
- E. First Dhs 250.00 in respect of Third party property damage

## SECTION 2

### ACCIDENTS TO THE INSURED

If the Insured whilst within the age limits specified in the Policy shall sustain bodily injury caused during the Period of Insurance by violent accidental external means on any recognised golf course within the Territorial Limits the Insurers will pay to the Insured or his legal personal representatives (hereinafter called his representatives) as the case may require the following compensation.

1. In the case of such injury solely and independently of any other cause resulting within six calendar months from the occurrence thereof in the death of the Insured or in the total and irremediable loss of the sight of one or both eyes or in the loss by physical severance whether by accident or by surgical operation necessarily consequent thereon of one or two Limbs the sum stated in the Schedule as applicable to Section 2.1
2. In the case of such injury not entitling the Insured to compensation under Clause 1 solely and independently of any other cause rendering the Insured totally and absolutely disabled from attending to business of any kind compensation during such disablement for a period not exceeding fifty two consecutive weeks from the date of such injury at the rate per week of the sum stated in the Schedule as applicable to Section 2.2
3. If the injury that sustained, would have caused to the Insured for necessity of receiving medical treatment by the lawful doctor or surgeon as out-patient or in-patient in the hospital and/or to have to employ the lawful nurse for that purpose.
4. The Insurers shall pay to the Insured for all expenses exactly incurred within the period of 52 weeks after the date of accident for the said hospitalisation but with maximum limit as stated in the Schedule for any one accident or one event.

#### Provided that

- a) 'Limb' shall mean hand or foot and no compensation shall be payable under Clause 1 for the loss of a Limb unless it shall be severed in the case of a foot at or above the ankle or in the case of a hand at or above the wrist.
- b) payment of compensation under Clause 2 shall not be made until the total amount of such compensation shall have been ascertained and agreed and in no circumstances shall the rate of such compensation in respect of one or more injuries exceed the sum stated in the Schedule as applicable to Section 2.2
- c) the total sum payable under this Section for all injuries sustained during any one Period of Insurance shall not exceed the sum stated in the Schedule as applicable to Section 2.1

**Unless specifically extended by the insurers cover under this Section shall not commence until the insured has attained the age of 16 years and shall cease to be operative upon the insured attaining the age of 60 years.**

#### Exceptions To Section 2

No compensation shall be payable for death or bodily injury

caused by or resulting from or in any way connected with

- A. insanity intemperance or the influence of intoxicants or drugs unless under medical supervision
- B. pregnancy or childbirth and
- C. the first Dhs.150.00 of each and every claim in respect of 2.3 (Medical Expenses)
- D. Amount per week during first week of temporary disablement.

### SECTION 3 - BREAKAGE OF GOLF CLUBS

The Insurers will indemnify the Insured against loss or damage due to breakage of golf clubs belonging to the Insured, whilst the Insured is actually using them in the course of play, and occurring within the period of insurance within the Territorial Limits at any recognised golf club.

The liability of the Insurer under this Section shall not exceed the sum stated in the Schedule as applicable to Section 3 in any one Period of Insurance or in respect of any one article the sum stated as the limit any one article.

#### Exceptions to Section 3

The Insurers will not be liable in respect of

- A. loss or damage caused by or resulting from wear or tear or deterioration.
- B. the first Dhs.150.00 of each and every claim.

### SECTION 4 - GOLFING EQUIPMENT AND PERSONAL EFFECTS

The Insurers will indemnify the Insured against loss of or damage to the Insured's Personal Effects (other than exceptions mentioned below), golf bags, clubs and accessories including Golf Trophies by Fire, Burglary, Housebreaking or Theft or any attempt thereat occurring during the Period of Insurance while such property is contained within or while in transit to or from any private residence or any recognised golf club house within the Territorial Limits.

The liability of the Insurers under this Section shall not exceed the sum stated in the Schedule as applicable to Section 4 in any one Period of Insurance.

#### Exceptions to Section 4

The Insurers shall not be liable in respect of loss or damage to watches, jewellery, furs, spectacles, sun glasses, trinkets, medals, coins, money, cheques, cheque cards, cash cards, credit cards, stamps, documents or securities of any kind.

The first Dhs.150.00 of each and every claim.

### SECTION 5 - HIRE OF GOLF EQUIPMENT

#### Cover

We will cover you up to the amount specified in the schedule for the cost of hiring replacement golfing equipment as a result of an insured peril as detailed in Section 4. Our prior written agreement must be obtained before you incur any hire charges. Payment will be in respect of the reasonable costs incurred in obtaining comparable equipment to use whilst your equipment is being restored or replaced.

### SECTION 6 - HOLE IN ONE

Subject to the Insured supplying to the Insurers a properly authenticated certificate issued by the appropriate Golf Club the Insurers will pay the sum stated in the Schedule applicable to Section 5 in the event of the Insured holing out in one shot whilst playing in a competition or friendly game on any recognized golf course within the Territorial Limits and occurring during the Period of Insurance.

### SECTION 7 - DENTAL COVER

#### Cover

We will pay up to the amount shown in the schedule for emergency dental treatment following an accident that happened while you were taking part in (playing or practicing) golf at a recognised venue.

#### Exclusions

Any treatment that is not required as a direct result of an accident occurring whilst you were playing or practising golf.

### SECTION 8 - ENTRY FEES REIMBURSEMENT

#### Cover

We will cover you up to the amount specified in the schedule in respect of paid tournament fees if you are physically unable to play in the tournament due to an unexpected accident or illness.

#### Exclusions

Any accident or illness occurring or first showing signs within 14 days of the start of the tournament.

### SECTION 9 – CLUB MEMBERSHIP FEES

#### Cover

We will cover you up to the amount specified in the schedule for the reimbursement of club membership fees if you are unable to play golf due to accident or sickness whilst playing golf.

#### Exclusions

1. Fees that have yet to be paid.
2. The first 30 days of disablement.

3. Accident or injury not supported by a certificate from a medical practitioner that confirms disablement and certification from your golf club that you have not played for the period claimed and that the club has not refunded any fees to you.
4. The proportion of joint membership fees relating to someone other than you.
5. Disablement lasting more than 365 days.
6. Any person over the age of 75.
7. Accident or illness arising as a result of a pre-existing medical condition.

## Optional Extension

### New For Old

This optional extension only applies if the additional premium has been paid and increased cover is noted on the schedule.

If your golfing equipment (excluding clothing) is damaged or stolen within 3 years of new, we will replace it with equipment of the same or similar specification without any deduction for depreciation or wear and tear. Replacement will be based on the sum insured value or new market value if less.

## GENERAL EXCEPTIONS

Any and all damage to the Eligible Vehicle and/or cause of the incident not covered by the terms & conditions in the main Policy is excluded.

1. The Insurers shall not be liable under this Policy for any loss destruction damage liability or bodily injury directly or indirectly caused by or contributed to by or arising from
  - a) War invasion act of foreign enemy hostilities whether war be declared or not civil war rebellion revolution insurrection or military or usurped power riot strike or civil commotion.
  - b) volcanic eruption subterranean fire earthquake or other convulsion of nature
2. The Insurers shall not be liable in respect of
  - a) any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
  - b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission
    - (ii) nuclear weapons material.

3. Loss of or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
4. **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 any act of terrorism.

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

5. **TOBACCO PRODUCTS LIABILITY EXCLUSION**

It is hereby agreed and understood that the Company shall not be liable in respect of bodily injury and/or death resulting from Carcinoma and related diseases directly arising from the production, manufacture, sale and distribution of tobacco products.

6. **ASBESTOS EXCLUSION**

It is hereby understood and agreed that this insurance 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, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

7. **ELECTRO MAGNETIC FIELD (EMF) EXCLUSION**

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claims or losses arising directly or indirectly out of non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference.

8. **GENETICALLY MODIFIED ORGANISMS (GMO) EXCLUSION**

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claims or

losses arising directly or indirectly from Genetically Modified Organisms ("GMOS").

For the purposes of this exclusion, GMOS shall mean and include;

organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change

and shall also mean and include;

every biological or molecular unit with self replication potential, or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

#### 9. TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE) EXCLUSION

Notwithstanding any provision to the contrary contained in this Policy or any endorsement thereto it is understood and agreed that this insurance excludes any claims or losses arising directly or indirectly out of transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (VCJD).

### CONDITIONS

1. The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Insurers to make any payment under this Policy.
2. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
3. The Insured shall take all reasonable precautions for the safety of the property Insured under this Policy.
4. In the event of any happening which may give rise to a claim under this Policy the Insured or his legal personal representatives
  - shall give immediate notice thereof in writing to the Insurers
  - shall without expense to the Insurers supply the Insurers with full particulars in writing as soon as possible and in the case of a claim under Section 3 or 4 not later than thirty days after the occurrence of the loss or damage
  - if a claim may arise under Section 1 shall notify

and forward to the Insurers every letter claim writ summons or process immediately on receipt and no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers.w

- in the case of a claim under Section 2 shall without expense to the Insurers furnish to the Insurers all such certificates information and evidence in such form and of such nature as the Insurers may reasonably require for the purpose of ascertaining their liability and the Insured shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Insurers expense as often as the Insurers reasonably require
  - shall give the Insurers all such information and assistance as the Insurers may reasonably require
5. The Insurers shall be entitled
    - a) to take over and conduct in the name of the Insured the defence or settlement of any claim against the Insured and to benefit from any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
    - b) to pay at any time to the insured in respect of any one claim or number of claims against the Insured arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the sum stated in the Limits of Liability applicable to Section 1 after deduction of any sum or sums already paid as compensation of any lesser amount for which such claim or claims can be settled and upon such payment the Insurers shall relinquish conduct and control of and be under no further liability under Section 1 in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims before the date of such payment.
  6. If at any time of any happening giving rise to any liability expense loss or damage for which indemnity is provided under Section 1, 2 or 4 there shall be any other insurance against such liability expense loss or damage or any part thereof the Insurers shall not be liable for more than their rateable proportion thereof.
  7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively, and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And 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 the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

8. This Policy may be cancelled by the Insurers sending 30 days notice by registered letter to the last known address of the Insured.

