

PRUCHOICE FURKID CARE INSURANCE POLICY 保誠精選「寵愛寶」寵物保障保單

The Insured having applied for the insurance expressed herein and completed an application form with the declaration which shall be the basis of this Policy and is deemed to be incorporated herein and having paid or agreed to pay the Premium as consideration for the insurance.

Prudential General Insurance Hong Kong Limited (the "Company") will, subject to the terms conditions and exceptions contained herein or endorsed hereon indemnify or pay the compensation to the Insured in respect of any or all of the contingencies hereinafter defined happening during the Period of Insurance provided always that the due observance and fulfilment of all the terms conditions and exceptions contained herein or endorsed hereon shall be a condition precedent to any liability on the part of the Company under this Policy.

BENEFITS

SECTION I – "PAWcare" Medical Expenses

Subject to all terms and conditions of this Policy, the Company will indemnify the Insured for the medical expenses in respect of treatment of services provided by a Vet at a licensed Vet clinic or hospital in Hong Kong to the Insured Furry Kid during the Period of Insurance for Illness or Bodily Injury of the Insured Furry Kid. The Insured shall take all reasonable steps to minimize expenditure and the amount payable by the Company to the extent that all expenses are reasonable, customary and medically necessary.

A. Clinical and Surgical Expenses

The Company shall cover the Insured Furry Kid for the following expenses incurred in a licensed Vet clinic or hospital during the Period of Insurance for Illness or Bodily Injury of the Insured Furry Kid:

- (i) Surgical Fee
- (ii) Operating Theatre Fee
- (iii) Anaesthetist Fee
- (iv) Euthanasia Fee
- (v) Miscellaneous Expenses
- (vi) X-ray, Ultrasound and Laboratory Tests Fee
(for the avoidance of doubt, computed tomography (CT) scan and magnetic resonance imaging (MRI) scan are covered under this X-ray, Ultrasound and Laboratory Tests Fee)

PROVIDED THAT

The maximum amount of all benefits payable under Section 1 – A. Clinical and Surgical Expenses for an Insured Furry Kid during the Period of Insurance shall not exceed HK\$35,000 for Plan A or HK\$90,000 for Plan B. The maximum amount of benefit of (vi) X-ray, Ultrasound and Laboratory Tests Fee payable under Section 1-A. Clinical and Surgical Expenses for an Insured Furry Kid during the Period of Insurance shall not exceed HK\$5,000 per visit for Plan A or HK\$10,000 per visit for Plan B.

B. Room and Board

The Company will pay the incurred cost of the Insured Furry Kid in a licensed Vet clinic or hospital for a confinement of no less than 12 consecutive hours as a result of Illness or Bodily Injury occurred in the Period of Insurance.

PROVIDED THAT

The maximum amount of all benefits payable under Section 1 – B. Room and Board for an Insured Furry Kid during the Period of Insurance shall not exceed HK\$3,500 for Plan A with maximum HK\$250 per day or HK\$7,000 for Plan B with maximum HK\$500 per day.

C. Veterinary Consultation

The Company will provide the following for the Insured Furry Kid :

- (a) all Vet expenses made for the consultation carried out by a Vet for Illness or Bodily Injury;
- (b) and the cost of any prescribed medications, dressings and injections dispensed by a licensed Vet clinic or hospital for Illness or Bodily Injury but excluding drugs related to surgery or any expenses covered under Section 1-A Clinical and Surgical Expenses.

PROVIDED THAT

The maximum amount of all benefits payable under Section 1 – C. Veterinary Consultation for an Insured Furry Kid during the Period of Insurance shall not exceed HK\$8,000 for Plan A with maximum HK\$400 per visit or HK\$16,000 for Plan B with maximum HK\$800 per visit and up to a maximum of 20 visits only for both Plan A and B.

D. Chemotherapy and Heart Diseases Treatment Benefit

The Company will cover the cost of chemotherapy for cancers or treatment for heart diseases incurred as recommended by a Vet within a licensed Vet clinic or hospital. Regarding the cost for heart diseases treatment, the Company will indemnify the Insured against the incurred additional cost under this Section 1-D Chemotherapy and Heart Diseases Treatment Benefit in excess of the maximum limit per visit under Section 1-A. vi. X-Ray, Ultrasound and Laboratory Tests Fee, the maximum limit per day under Section 1 – B. Room and Board and the maximum limit per visit under Section 1 – C Veterinary Consultation.

PROVIDED THAT

The maximum amount of all benefits payable under Section 1 – D. Chemotherapy and Heart Diseases Treatment Benefit for an Insured Furry Kid during the Period of Insurance shall not exceed HK\$5,000 for Plan A with maximum HK\$2,500 per visit or HK\$10,000 for Plan B with maximum HK\$5,000 per visit.

For Section 1 – "PAWcare" Medical Expenses, if the claim arises from Illness (other than cancer), the benefit is payable provided that the Illness (other than cancer) first occurs after the expiry of the Waiting Period of 30 days from the effective date of this Policy; If the claim arises from cancer, the benefit is payable provided that the cancer first occurs after the expiry of the Waiting Period of 180 days from the effective date of this Policy; If the claim arises from Bodily Injury, the benefit is payable provided that the relevant Bodily Injury first occurs after the expiry of the Waiting Period of 7 days from the effective date of this Policy. The Waiting Period as mentioned hereinabove in this paragraph shall be waived if the same Insured Furry Kid has continuously been insured with medical coverage similar to this Policy by another insurer in Hong Kong for at least one year immediately before the effective date of this Policy. The Insured shall provide the Company with such satisfactory documentary proof (including but not limited to the original policy issued by another insurer) as requested by the Company. All claims under Section 1 – "PAWcare" Medical Expenses is subject to a Co-payment of 30%.

PROVIDED THAT

The maximum amount of all benefits payable under Section 1 – "PAWcare" Medical Expenses for an Insured Furry Kid during the Period of Insurance shall not exceed HK\$35,000 for Plan A or HK\$90,000 for Plan B.

SECTION 2 – "PAWhaviour" Third Party Legal Liability

The Company will indemnify the Insured against all sums which the Insured and the Insured's Family shall become legally liable to pay as damages consequent upon accidental Bodily Injury or death to any person or accidental loss of or damage to property arising as owner of the Insured Furry Kid in Hong Kong provided that the liability of the Company under Section 2 - "PAWhaviour" Third Party Legal Liability for all damages including legal costs and expenses recoverable by any claimant from the Insured and the Insured's Family and all costs and expenses incurred with the written consent of the Company shall not exceed HK\$1,500,000 for Plan A or HK\$3,000,000 for Plan B during the Period of Insurance. All claims under Section 2 - "PAWhaviour" Third Party Legal Liability is subject to an excess of HK\$3,000 per claim.

SECTION 3 – "PAWradise" Funeral Expenses

The Company will pay the actual expenses necessarily and reasonably incurred for the cremation, funeral service and/or handling charges from the Vet or funeral service providers in respect of the handling of the remains of the Insured Furry Kid in Hong Kong during the Period of Insurance.

PROVIDED THAT

The maximum amount under Section 3 – "PAWradise" Funeral Expenses for an Insured Furry Kid during the Period of Insurance shall not exceed HK\$1,500 Plan A or HK\$3,000 for Plan B.

SECTION 4 – "PAWcation" Emergency Pet Sitting Care

SECTION 4A – Furry Kid Owners' Hospitalisation Support

The Company shall pay any pet sitting expenses necessarily incurred for the Insured Furry Kid in Hong Kong at licensed pet sitting facility in case of the Insured being hospitalised for over 2 consecutive days.

SECTION 4B – Furry Kid Owners' Travel Delay Support

The Company shall pay any pet sitting expenses necessarily incurred for the Insured Furry Kid in Hong Kong at licensed pet sitting facility in case of the Insured experiencing overseas travel delay due to terrorist attack, natural disaster or mechanical/structure defect of aircraft for over 2 consecutive days.

PROVIDED THAT

The maximum amount of all benefits payable under Section 4 – “PAWcation” Emergency Pet Sitting Care for an Insured Furry Kid during the Period of Insurance shall not exceed HK\$1,500 for Plan A with maximum HK\$250 per day and up to maximum 6 days only or HK\$3,000 for Plan B with maximum HK\$500 per day and up to maximum 6 days only.

EXCEPTIONS

EXCEPTIONS TO SECTION 1 – “PAWcare” MEDICAL EXPENSES

The Company will not be liable for:

- (a) Pre-existing conditions;
- (b) Claims arises from Illness and Bodily Injury first occurs during the Waiting Period (unless the Waiting Period is waived in accordance with the terms and conditions stated in Section 1 – “PAWcare” Medical Expenses above);
- (c) Charges in respect of disposal, cremation or burial of the Insured Furry Kid;
- (d) Diet foods, pet foods, vitamins, mineral or nutritional supplements, housing, bedding and bathing need for the treatment or well-being of the Insured Furry Kid;
- (e) Costs of any treatment due to:
 - (i) Hereditary and congenital conditions;
 - (ii) Pregnancy;
 - (iii) Periodontal diseases;
 - (iv) Spaying and neutering;
- (f) Medical conditions that can be prevented by vaccinations, including but not limited to rabies, hepatitis, heartworm;
- (g) Any treatments that are not medically necessary and recommended by a Vet;
- (h) Any hospital confinement that last beyond the expiry of the Period of Insurance;
- (i) Purchase or rental of prosthesis, corrective devices and medical appliances;
- (j) Experimental treatment or medicine;
- (k) Vaccination, routine examinations, microchipping, routine removal of dew claws, killing and controlling fleas, treating round worms and tapeworms, grooming and nail clipping;
- (l) Administrative fees charged by the Vet including but not limited to any charges of completing the claim forms, providing reports, certificates, supporting documents or other information for the purposes of processing the claim;
- (m) Chinese medicine, acupuncture, chiropractor sessions, animal communication, prosthesis.

EXCEPTIONS TO SECTION 2 – “PAWhaviour” THIRD PARTY LEGAL LIABILITY

The Company will not be liable for:

1. The first HK\$3,000 of each and every claim;
2. Liability in respect of Bodily Injury and disease to the Insured and any person under a contract of service with the Insured or the Insured's Family and arising out of and in the course of such person's employment by the Insured or the Insured's Family;
3. Liability in respect of loss of or damage to property belonging to or in the custody or control of the Insured or the Insured's Family or any person under a contract of service with the Insured or the Insured's Family;
4. Liability arising directly or indirectly from:
 - (a) any wilful or malicious act or criminal activity;
 - (b) the pursuit by the Insured or the Insured's Family of any trade business profession or employment;
 - (c) any agreement and such liability would not have attached in the absence of such agreement;
 - (d) the transmission of any Communicable Disease or virus by the Insured or the Insured's Family;
 - (e) (i) pollution or contamination;
 - (ii) the emission discharge dispersal disposal seepage release or escape of any liquid solid or gas unless such occurrence is sudden unexpected and unintended;
 - (iii) the generation of any odor noise vibration light electricity radiation change in temperature or any other sensory phenomenon.
 - (f) the non-compliance of the Dogs and Cats Ordinance (Chapter 167) Protection of Endangered Species of Animals and Plants Ordinance (Chapter 586) and Rabies Ordinance (Chapter 421) as owner of Insured Furry Kid;
 - (g) fines, penalty, surcharge or late payment;
 - (h) punitive, aggravated or exemplary damages;
 - (i) any claim arising from or involving the Insured Furry Kid being at any place for which it is prohibited. This includes but is not limited to contravention of any rule, regulation, deed of mutual covenant, or legislation.
5. Notwithstanding any provision to the contrary, this Policy 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:
 - Coronavirus (COVID-19) including any mutation or variation thereof;
 - or any declaration, categorisation, characterisation, reference to or in any

other way communication as an epidemic or pandemic by the World Health Organisation or other governmental or quasi-governmental public health agency, entity or service that may make such declaration.

EXCEPTIONS TO SECTION 3 – “PAWradise” FUNERAL EXPENSES

The Company shall not be liable for:

- (a) transportation fee not arranged by the Vet or funeral service provider; or
- (b) the cost of the niche or burial ground of the remains of the Insured Furry Kid.

EXCEPTIONS TO SECTION 4 – “PAWCATION” EMERGENCY PET SITTING CARE

The Company will not be liable if:

- (a) the hospitalisation of the Insured of over 2 consecutive days is arising from:
 - (i) cosmetic surgery or any treatment, test or surgery which is not medically necessary;
 - (ii) Pregnancy;
 - (iii) any pre-existing conditions
- (b) the travel delay of over 2 consecutive days is not arising from:
 - (i) terrorist attack;
 - (ii) natural disaster; or
 - (iii) mechanical/structural defects of aircraft
- (c) the pet sitting facility does not obtain a Boarding Establishment License in Hong Kong pursuant to the Public Health (Animals) (Boarding Establishment) Regulations (Chapter 139I) ;
- (d) under the reasonable expectation, the Insured's Family can take care of the Insured Furry Kid.

GENERAL EXCEPTIONS

1. The Company shall not cover any claims involving any pets not specified in the Schedule.
2. The Company shall not cover any claims involving in the purpose of commercial or occupation, including but not limited to breeding, racing, law enforcement, lab tests, guiding visually impaired or hunting.
3. The Company shall not cover certain dog or cat breeds including but not limited to Antarctic Husky, Bull Terrier, Tibetan Mastiff and dog breeds under the Dangerous Dogs Regulation (Chapter 167D) such as Dogo Argentino, Fila Brasileiro, Japanese Tosa, and Pit Bull Terrier, or any of their cross breeds, or any pet listed under Protection of Endangered Species of Animals and Plants Ordinance (Chapter 586) which formal license issued by Agriculture Fisheries and Conservation Department of Hong Kong is required, or any dog or cat engages in any commercial activities.
4. The Company shall not cover any claims arising from pre-existing conditions, hereditary and congenital conditions.
5. The Company shall not cover any claims involving pregnancy, periodontal diseases, spaying and castration, medical conditions that can be prevented by vaccinations, any treatments that are not medically necessary recommended by a Vet.
6. The Company shall not provide any claims for treatment or services provided by any person(s) other than a Vet.
7. The Company shall not indemnify the Insured and Insured's Family in respect of loss, damage or liability directly or indirectly caused by or arising out of the following:
 - (a) strike, riot, lock out, civil commotion or persons taking part in labour disturbances;
 - (b) nuclear weapons, material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel and for the purposes of this General Exceptions combustion shall include any self-sustaining process of nuclear fission.

8. 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:
 - (a) 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
 - (b) any act of terrorism.

For the purpose of this General Exceptions 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 General Exception 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 (a) and/or (b) above.

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

9. This Policy does not cover any accident, loss, damage, expense, liability or Bodily Injury directly or indirectly arising out of:
 - (a) biological or chemical contamination;
 - (b) missiles bombs grenades explosives;
 due to any act of terrorism.

For the purpose of this General Exception 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 ethnic purposes or reasons including the intention to influence any government and/ or to put the public or any section of the public in fear.

For the purpose of (a) "contamination" means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

10. 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:

- (a) 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 General Exception loss of or damage to data or software which is the direct consequence of Insured physical damage to the substance or property shall be covered.
- (b) 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.

11. Any illegal or unlawful act by the Insured and Insured's Family.
12. Any loss or losses directly or indirectly arising out of resulting from or in consequence of asbestos in whatever form or quantity.
13. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto it is agreed that the Company shall not be deemed to provide cover and the Company shall not 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 the Company to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

DEFINITIONS

"Accident"

Shall mean an event occurring entirely beyond one's control and caused by accidental and violent means.

"Bodily Injury(ies)"

Shall mean any unforeseen bodily injury caused solely and directly by an Accident which occurs during the Period of Insurance.

"Communicable Disease"

Shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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. 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. 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.

"Co-payment"

Shall mean a percentage of any claims, of which the amount shall be borne by the Insured under Section 1- "PAWcare" Medical Expenses

"Euthanasia"

Shall mean the deliberate ending of the life of the Insured Furry Kid which suffers from a terminal or incurable illness, as by lethal injection or the suspension of extraordinary medical treatment that is certified, recommended and administered by a Vet.

"Family"

Shall mean the Insured's parents, siblings, spouse, children, relatives, cohabitants, domestic helper who normally and permanently residing with the Insured at the same premises.

"HK\$"

Shall mean the lawful currency of Hong Kong.

"Hong Kong"

Shall mean the Hong Kong Special Administrative Region of the People's Republic of China.

"Illness"

Shall mean physical diseases, sickness, abnormalities, infection or failure which is not caused by Bodily Injury to the Insured Furry Kid and first manifests itself during the Period of Insurance.

"Insured"

Shall mean the person as named as the applicant of the Policy.

"Insured Furry Kid(s)"

Shall mean the dog or cat that is insured under the Policy. The Insured Furry Kid must be at least 13 weeks and up to 8 years old upon application for insurance. It should also reside with the Insured under same premise in Hong Kong during the Period of Insurance.

"Miscellaneous Expenses"

Shall mean any reasonable and necessary expenses for the medication, procedures and other medical services and supplies related to a surgery or confinement but exclude any consumptions or expenses incurred after the discharge of confinement or during any follow-up treatment.

"Pre-existing Condition"

Shall mean any illness, injury or physical condition which has existed prior to the policy effective date in respect of the Insured Furry Kid, which presented signs or symptoms of which the Insured has been aware or should have reasonably been aware.

"Period of Insurance"

Shall mean the period of insurance stated in the Schedule.

"Vet"

Shall mean a legally licensed veterinarian or specialist veterinarian, who is a) duly registered with the Veterinary Surgeons Board of Hong Kong pursuant to the Veterinary Surgeons Registration Ordinance (Chapter 529) or in relation to jurisdictions outside of Hong Kong, the body of equivalent standing, and b) legally authorised to render veterinary service or practise veterinary surgery in the locality where the treatment is provided to the Insured Furry Kid, but in no circumstance shall include the Insured, an insurance intermediary, an employer, employee, immediate family member or business partner(s) of the Insured.

"Schedule"

Shall mean the policy schedule which is attached to and which forms an integral part of this Policy.

"The Company"

Shall mean Prudential General Insurance Hong Kong Limited.

"Waiting Period"

Shall mean the benefits of this Policy shall be available only after the expiry of the waiting period.

CONDITIONS

I. Interpretation

The 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 the Policy or of the Schedule shall bear such meaning wherever it may appear.

II. Age Limit

Unless otherwise specified in the Schedule, the Insured Furry Kid must be aged between 13 weeks and 8 years old, renewal of this Policy will be subject to underwriting.



III. Eligibility

To be eligible for the benefits provided under this Policy, the Insured Furry Kid (other than cats) must be microchipped throughout the entire Period of Insurance. If the Insured Furry Kid is a cat without microchip, the cat must be clearly identified with satisfactory documentary proof as required by the Company from time to time (including but not limited to application and claim submissions) that it is the same cat insured under this Policy throughout the entire Period of Insurance. Such satisfactory documentary proof includes but not limited to vaccination documents, medical records and receipts issued by a Vet stating all the necessary identification information of the cat such as its name, breed, sex, age/date of birth and owner's full name (which must be the same as the full name of the Insured).

IV. Owner of the Insured Furry Kid

The Insured must be the sole owner of the Insured Furry Kid. You must be a Hong Kong resident with a valid Hong Kong Identity Card and is 18 years old or above. In any circumstance, the Company will only treat the Insured named in the Schedule as the sole owner of the Insured Furry Kid, regardless of whether the Insured Furry Kid may be jointly owned by any other persons.

V. Residing with the Insured Furry Kid

The Insured Furry Kid must always be under the care of the Insured or the Insured's Family at the same premises as declared in the application form.

VI. Change of Insured Furry Kid

Change of Insured Furry Kid is not allowed during the Period of Insurance. If the Insured Furry Kid passes away, the Policy will be terminated.

VII. If any change shall occur materially varying any of the facts upon which this Policy is based the Insured shall immediately give notice in writing to the Company and the premium shall be adjusted in accordance with any agreed rate.

VIII. Observance

The due observance and fulfillment of all the terms conditions of the Policy and the Schedule by the Insured or anyone acting on his/ her behalf insofar as they relate to anything to be done or complied with by the Insured or anyone acting on his/ her behalf shall be a condition precedent to any liability of the Company to make any payment under the Policy.

IX. Precaution

The Insured shall act in a prudent manner and exercise reasonable care and precaution to prevent Accidents Bodily Injury Illness or loss to Insured Furry Kid.

X. Misrepresentation/ Fraud

If the application, proposal and/ 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 Policy shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof, then the Policy shall be void and no claim shall be payable.

XI. Duty of Disclosure

The accuracy of the information provided by the Insured over the phone or in the Insured's proposal will form the basis of and be part of the contract. Before the Insured enters into the insurance contract with the Company, the Insured must fully disclose all the facts that the Insured knows or could reasonably be expected to know which will affect the Company's decision to provide cover and the terms of the Policy. If the Insured is uncertain whether or not a fact is relevant, the Insured should nevertheless disclose to us such fact. The Company will acknowledge receipt of the information and if the risk associated to such material information is accepted. If however the Insured does not provide this information to the Company, the Company may:

- (a) reduce the amount of claims payable under this Policy; or
- (b) refuse to pay the claim that may arise; or
- (c) cancel or void the Policy from inception

XII. Claims

In the event of any occurrence which might give rise to a claim under this Policy the Insured shall:

- (a) advise the Company in writing immediately but in all cases not later than 31 days from the date of the incident. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt;
- (b) furnish all certificates information and evidence required by the Company at the expense of the Insured or his/ her legal personal representatives. If the Insured Furry Kid is a cat without microchip, the cat must be clearly identified with satisfactory documentary proof as required by the Company that it is the same cat insured under this Policy throughout the entire Period of Insurance. Such satisfactory documentary proof includes but not limited to medical receipts, certificates and reports issued by a Vet stating all the necessary identification information of the cat including its name, breed, sex, age/date of birth and owner's full name (which must be the same as the full name of the Insured);
- (c) in case of claims, any loss damage or liability is covered by this Policy, the Insured has the burden of prove to demonstrate that such loss damage or liability is covered under the Policy.

- (d) notify the Company as soon as possible and in writing giving an indication as to the nature and extent of the damage;
- (e) at the expense of the Company take such immediate action as is necessary to minimize the loss provided that such expense shall not increase the Company's ultimate loss;
- (f) keep parts affected and make them available for inspection by a representative or surveyor of the Company for a reasonable period of time but the Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not;
- (g) immediately send to the Company upon receipt any writ summons or other proceedings which may be commenced against the Insured;
- (h) give to the Company all information and assistance to enable the Company to settle or resist any claim or institute proceedings;
- (i) in the event of a claim or claims arising for which the Company could be liable under this Policy the Company shall be entitled on behalf of the Insured to take the absolute conduct and control of any proceedings and the settlement of the same;
- (j) not make any admission of liability offer promise payment or indemnity without the written consent of the Company;
- (k) the Company shall not be liable for the excess under the excess clause stated on the Schedule;
- (l) all benefits under this Policy shall be forfeited:
 - (i) if any claim made be in any respect fraudulent;
 - (ii) if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain benefit under this Policy;
 - (iii) if any damage is caused by the willful act or with the connivance of the Insured;
 - (iv) if the Insured or any person acting on his behalf shall hinder or obstruct the Company in the exercise of its rights;
 - (v) in respect of any claim made and rejected if an action or suit be not commenced within twelve months after such rejection;
 - (vi) in respect of any claim where arbitration takes place and an action or suit be not commenced within twelve months after the making of an arbitration award;

The Company will not cover any administrative expenses charged by licensed Vet clinic or hospital including but not limited to the fees for completing medical reports.

XIII. Other Insurances

If at the time of the happening of any occurrence covered by this Policy there is any other existing insurance covering the same liability or any part thereof the Company shall not be liable to pay or contribute more than its ratable proportion of any sum payable in respect of such occurrence. For Section 2 - "PAWhaviour" Third Party Legal Liability the indemnity provided under this Policy shall not to be called upon in contribution and is only to pay for any loss hereon if and so far not recoverable under any other insurance.

XIV. Company's Right

The Company shall have the right to alter the premium and the terms and conditions of this Policy from time to time without notice.

XV. Subrogation

The Company shall be entitled to take over and conduct in the name and on behalf of the Insured the defence or settlement of any legal action and take proceedings at the Company's own expenses and for the Company's own benefit but in the name of the Insured to recover compensation from any third party in respect of anything covered by the Policy and to instruct solicitors of the Company's own choice for this purpose, and the Insured shall give all such information and assistance as the Company may require.

XVI. Non-transfer of Insured's Rights

Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the Policy to be continued. The extension of the Company's liability in respect of the property or liability of any person other than Insured shall give no right of claim under this Policy to such person the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability under this Policy in respect of such loss.

XVII. Premium

If the payment method selected is by credit card premium of this Policy shall be paid from the Insured's nominated account in accordance with the collection date as stated in the Schedule. The Company reserves the right to change the collection date without prior notice. If the payment method is yearly by credit card the Insured may request to change the nominated account from which premium has been collected by completing and returning a new Payment Details Amendment Form to the Company before the Policy expiry date. Provided that the setup of the new nominated account is confirmed the Company will start the premium collection from the account on the collection date of the upcoming renewal year. For any termination or adjustment in this Policy the Company will retain the minimum premium which is HK\$400 for each Policy and return the balance of any to the Insured, provided that no claims has been made under this Policy.



XVIII. Renewal

If the payment method selected is by credit card the Policy will be renewed automatically on a yearly basis upon the successful premium collection for its renewal and subject to the normal underwriting requirements of the Company unless written notice of cancellation has been received by the Company before the corresponding collection date.

The Company shall have the right to alter the premium and the terms and conditions of this Policy from time to time without notice. This Policy shall not be subject to any such alterations until the next renewal of this Policy.

XIX. Termination of Policy

The Company may terminate the Policy by giving 7 days' notice in writing by a registered letter to the Insured at the last known address of the Policy where in such event the Company shall return of a proportionate part of the paid premium corresponding to the unexpired portion of the Period of Insurance to the Insured.

XX. Jurisdiction

The Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties agree to submit to the exclusive jurisdiction of Hong Kong courts.

XXI. Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. If the Company shall disclaim liability to the Insured for any claim under this Policy and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration in accordance with this arbitration clause, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

XXII. Third Party Right

A 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.

XXIII. Prevailing Provision

The terms and conditions of the Policy are set out in both English and Chinese. In the event that conflicts or inconsistency arise between the English and Chinese versions, the English version shall prevail.



投保人已就申請本文所述的保險，填報投保書及作出聲明，此等會構成本保單基礎及被視為本保單的一部份，投保人亦已支付或同意支付保費，作為受保的代價。

在這前提下，保誠財險有限公司（以下簡稱「本公司」）將依據本文所載或本文所附加的條款、條件及不保事項的限制，就保險期內發生下文所述的任何或所有緊急情況，向投保人賠償或支付賠償金額，惟投保人對本文所載或所附加的所有條款、條件及不保事項，限制的遵守及履行，將成為本保單任何責任之體現或承擔的先決條件。

保障項目

項目一 - 「衛您寵」醫療費用保障

根據本保單的所有條款及條件，本公司將支付投保人於保險期內在香港的持牌獸醫診所或醫院內由獸醫對受保毛孩在香港因疾病或身體損傷而需進行的醫療服務費用。投保人應採取一切合理的措施，盡量減少治療費用。本公司應支付的開支以合理、慣常和醫療必須的範圍內之費用為前提。

A. 門診及手術費用

本公司將支付受保毛孩於保險期內因疾病或身體損傷而需在持牌獸醫診所或醫院所產生的以下費用：

- i) 手術費用
- ii) 手術室費用
- iii) 麻醉師費用
- iv) 人道毀滅費用
- v) 雜項費用
- vi) X-光檢查、超聲波檢查及化驗費用
(為免生疑問，此X-光檢查、超聲波檢查及化驗費用包括電腦斷層掃描 (CT Scan) 及磁力共振掃描 (MRI Scan) 之費用)

惟

於保險期內每受保毛孩在項目一 - A. 門診及手術費用下的總最高賠償金額不得超逾計劃A 的最多港幣 35,000，或計劃B 的最多港幣 90,000；於保險期內每受保毛孩在項目一 - A. 門診及手術費用 vi) X-光檢查、超聲波檢查及化驗費用的最高賠償金額不得超逾計劃A 的每次最多港幣 5,000或計劃B 的每次最多港幣 10,000。

B. 住院費用

本公司將支付受保毛孩於保險期內因疾病或身體損傷而需在持牌獸醫診所或醫院不少於連續12小時之住院費用。

惟

於保險期內每受保毛孩在項目一 - B. 住院費用下的總最高賠償金額不得超逾計劃A 的最多港幣 3,500，每天最多港幣 250，或計劃B 的最多港幣 7,000，每天最多港幣 500。

C. 獸醫診症

本公司將支付受保毛孩下列之費用：

- (a) 因疾病或身體損傷而接受獸醫診症時的所有獸醫費用；及
- (b) 由持牌獸醫診所或醫院就疾病或身體損傷提供的處方藥物、包紮及注射之費用。與手術有關之藥物費用或受本保單文件項目一 - A. 門診及手術費用障之任何費用則除外。

惟

於保險期內每受保毛孩在項目一 - C. 獸醫診症下的總最高賠償金額不得超逾計劃A 的最多港幣 8,000，每次最多港幣 400，或計劃B 的最多港幣 16,000，每次最多港幣 800，計劃A及計劃B均只限最多20次。

D. 化療及心臟病治療保障

本公司將支付受保毛孩在獸醫之建議下於持牌獸醫診所或醫院進行化療及治療心臟病之費用。而有關治療心臟病之費用，若於本保單項目一 - A.vi. X - 光檢查、超聲波檢查及化驗費用的每次最高賠償額、項目一 - B. 住院費用的每天最高賠償額及項目一 - C. 獸醫診症的每次最高賠償額中所述的賠償金額不敷應用，本公司將於此項目一 - D. 化療及心臟病治療保障中向投保人賠償有關額外開支費用。

惟

於保險期內每受保毛孩在項目一 - D. 化療及心臟病治療保障下的總最高賠償金額不得超逾計劃 A 的最多港幣 5,000，每次最多港幣 2,500，或計劃 B 的最多港幣 10,000，每次最多港幣 5,000。

就項目一 - 「衛您寵」醫療費用保障而言，若因疾病（癌症除外）引致的索償，疾病（癌症除外）首次發生應在本保單生效日起的30日等候期終結後；若因癌症引致的索償，有關癌症首次發生應在本保單生效日起的180日等候期終結後；若因身體損傷引致的索償，有關身體損傷首次發生應在本保單生效日起的7日等候期終結後。倘若同一受保毛孩在緊接本保單生效日期前，已經連續受保於由香港的其他保險公司承保與本保單相類似的醫療保障至少一年，則本段上文所述的等候期將可獲豁免。投保人須向本公司提供按本公司要求的滿意證明文件，包括但不限於由其他保險公司簽發的保單正本。項目一 - 「衛您寵」醫療費用保障的所有索償均附設30%自負額。

惟

於保險期內每受保毛孩在項目一 - 「衛您寵」醫療費用保障下的總最高賠償金額不得超逾計劃 A 的最多港幣 35,000，或計劃 B 的最多港幣 90,000。

項目二 - 「寵有責」第三者法律責任保障

若投保人及投保人家人在作為受保毛孩的主人因於香港導致任何人士意外身體損傷或死亡或財物意外損失或損毀而需負法律責任支付賠償，本公司將向投保人作出賠償，但本公司根據項目二 - 「寵有責」第三者法律責任保障所作出的所有賠償責任，包括任何索償人可從投保人及投保人家索取的法律費用及開支，及在取得本公司書面同意後支付的所有費用及開支，本公司於保險期內最高賠償額不會超逾計劃 A 的最多港幣 1,500,000，或計劃 B 的最多港幣 3,000,000。項目二 - 「寵有責」第三者法律責任保障的所有索償均附設自負額為每宗索償港幣 3,000。





項目三 - 「寵念您」殮葬服務費用保障

本公司將支付於保險期內受保毛孩於香港的必需且合理的實際遺體火化、殮葬服務費用及/或獸醫或殮葬服務提供者就處理受保毛孩遺體收取之手續費用。

惟

於保險期內每受保毛孩在項目三 - 「寵念您」殮葬服務費用保障下的最高賠償金額不得超逾計劃A 的最多港幣 1,500，或計劃B 的最多港幣 3,000。

項目四 -「度假樂」緊急寵物託管保障

項目四A - 毛孩擁有人住院支援

若投保人需要住院多於連續2日，本公司將支付投保人住院期間其受保毛孩在香港在持牌寵物寄養所所必需的託管費用。

項目四B - 毛孩擁有人旅行延誤支援

若投保人於海外旅程因恐怖主義襲擊、天災、飛機機械或結構性故障，而導致旅行延誤超過連續2日，本公司將支付投保人於旅行延誤時其受保毛孩在香港在持牌寵物寄養所所必需的託管費用。

惟

於保險期內每受保毛孩在項目四 - 「度假樂」緊急寵物託管保障下的總最高賠償金額不得超逾計劃A 的最多港幣 1,500，每天最多港幣 250，或計劃B 的最多港幣 3,000，每天最多港幣 500，計劃A及計劃B均只限最多6天。

不保項目

項目一 - 「衛您寵」醫療費用保障的不保項目

本公司將不會承擔因下列各項所導致的責任：

- (a) 已存在之狀況；
- (b) 於等候期內首次發生的疾病或身體損傷而所引致的的索償（除非此等候期依據上述項目一 - 「衛您寵」醫療費用保障之條款及條件而得到豁免）；
- (c) 處置、火化或殮葬受保毛孩的遺體之費用；
- (d) 就受保毛孩作治療或一般保健用途所需的營養膳食、日常膳食、維他命、礦物質或營養補充劑、居所、寢具及沐浴用品之費用；
- (e) 與下列治療有關之費用：
 - (i) 遺傳性及先天性疾病；
 - (ii) 懷孕；
 - (iii) 牙周病；
 - (iv) 絶育及結紮；
- (f) 可以透過疫苗預防的疾病，包括但不限於狂犬病、肝炎、心絲蟲；
- (g) 任何獸醫提議的非必要醫療療程；
- (h) 任何於保險期屆滿後發生的住院索償；
- (i) 購買及租用義肢、矯正裝置及醫療器具；

- (j) 實驗性治療或藥物；
- (k) 接種疫苗、例行檢查、植入晶片、例行拔除露爪、減蚤及防蚤、杜蟲、美容及修甲；
- (l) 獸醫收取之行政費用，包括但不限於因處理投保人之索償而填寫索償表格及/或提供報告、證明書、證明文件或其他資料而收取之任何費用；
- (m) 中醫、針灸、脊醫、動物傳心、義肢。

項目二 - 「寵有責」第三者法律責任保障的不保項目

本公司不負責賠償：

1. 每次及每項索償之首港幣 3,000；
2. 投保人或投保人家人、及與投保人或投保人家人訂立僱傭合約之人士因受僱於投保人或投保人家人及於受僱期間所引致的身體損傷及疾病而引起的責任；
3. 屬於投保人或投保人家人、或與投保人或投保人家人訂立僱傭合約之人士、或有關人士保管或控制的財物損失或損毀而引起的責任；
4. 直接或間接由下列各項所引致的責任：
 - (a) 任何故意或惡意行為或犯罪活動；
 - (b) 投保人或投保人家人從事任何與交易、業務、專業或受僱有關的工作；
 - (c) 任何因訂立協議而附加的責任；若沒有該項協議，該等責任便不存在；
 - (d) 投保人或投保人家人傳播可傳染的疾病或病毒；
 - (e)
 - (i) 汚染或玷污；
 - (ii) 任何液體、固體或氣體的散發、排放、擴散、處置、滲漏、釋放或溢出，除非該情況為突如其來、不能預計及並非故意；
 - (iii) 任何氣味、噪音、震動、光線、電流、輻射、溫度變化或任何其他感官現象的產生；
 - (f) 作為受保毛孩擁有人時不遵守《貓狗條例》(第 167 章)、《保護瀕危動植物物種條例》(第 586 章) 及《狂犬病條例》(第 421 章)；
 - (g) 罰款、附加費或過期罰款；
 - (h) 懲罰性、加重性或懲戒性的損害賠償；
 - (i) 由於或涉及受保毛孩出現於不准其進入的任何地方引致之任何索償。這包括但並不限於違反任何法規、條例、大廈公契或法律；

5. 儘管本保單中有任何相反的規定，本保單不保任何因下述，直接或間接引致的、或由此促使的、或與之相關的、或以任何方式涉及的、或由之引起的任何的損失、損害、責任、成本、罰款、罰金或其他任何金額，不論該等是實際的還是察覺到的：
 - 冠狀病毒 (COVID-19)，包括其任何突變或變異；或
 - 由世界衛生組織、或其他政府或準政府公共衛生機構，實體或服務機構進行的聲明、分類、表徵，提及或以其他形式宣傳的流行病或大流行病。

項目三 - 「寵念您」殮葬服務費用保障的不保項目

本公司將不會責任：

- (a) 非由獸醫或殮葬服務提供者安排之交通運輸費用；或
- (b) 安放受保毛孩的遺體之骨灰龕或墓地之費用。





項目四 - 「度假樂」緊急寵物託管保障的不保項目

本公司將不會負責任何因以下情況所引致或於以下情況有關之損失：

- (a) 如投保人因以下情況住院超過連續2日：
 - i) 整形手術或其他並非屬醫療必要的治療、測試或手術；
 - ii) 嬰孕；
 - iii) 任何已存在之狀況；
- (b) 超過連續2日的旅行延誤並非因以下原因所致：
 - i) 恐怖主義襲擊；
 - ii) 天災；或
 - ii) 飛機機械或結構性故障；
- (c) 並未根據《公眾衛生(動物)(寄養所)規例》(第139I章)於香港領取動物寄養所牌照的寵物寄宿設施；
- (d) 如本公司能合理地預期投保人的家人可以在投保人住院期間照顧受保毛孩。

一般不保項目

1. 本公司不負責賠償任何在承保表中非指定寵物的索償。
2. 本公司不負責賠償涉及任何用作商業或職業用途的寵物，包括但不限於配種/繁殖、競賽、執行法律、實驗測試、引導、守衛視障人士或打獵之任何索償。
3. 本公司不保障部份狗隻及貓隻品種包括但不限於南極雪橇犬、布爹利犬、藏獒、及任何根據香港法例《危險狗隻規例》(第167D章)之狗隻例如阿根廷杜告犬、巴西非拉犬、日本土佐犬、比特鬥牛梗，以及其他混種狗隻，或任何根據《保護瀕危動植物物種條例》(第586章)所列需要獲香港漁農自然護理署發出正式牌照的寵物，或任何用作商業用途的狗隻或貓隻。
4. 本公司不負責賠償已存在的狀況、遺傳性及先天性疾病之任何索償。
5. 本公司不負責賠償任何關於懷孕、牙科疾病、絕育和閹割、疫苗可以預防的疾病、及任何獸醫提議的非必要醫療療程之任何索償。
6. 本公司不負責賠償由獸醫以外之人士提供之治療或服務所招致的任何索償。
7. 本公司不負責賠償投保人或投保人家人因下列任何情況直接或間接引致、產生、導致或造成的任何損失、損害、或法律責任：
 - (a) 罷工、暴動、停工、民亂或參與勞工騷亂的人；
 - (b) 核子武器材料、來自核燃料或燃燒核燃料所產生核廢堆放射出來的電離、輻射或污染，在本不保事項下，燃燒一詞涵義包括核子自行分裂過程。
8. 任何由以下情況直接或間接引起、導致或關連的任何類形的責任、遺失、損毀、費用或開支，即使當時有其他原因或事件，同時促使或先後發生而引致損失：

- (a) 戰爭、入侵、外敵活動、敵對或類似戰爭的行動（無論是否已宣戰）、內戰、叛亂、革命、起義、嚴重程度類近叛亂的民亂、軍事或篡權行動；
- (b) 任何恐怖主義活動。

「恐怖主義活動」在本不保事項的定義為：任何人士或人士們，無論單獨、代表或連繫於任何機構組織或政府，以政治、宗教、意識型態或其他類似原因，包括以意圖影響政府及／或令公眾及／或部份公眾恐慌為目的之行為，有關行為包括但不限於使用武力或暴力及／或帶有威脅成份的活動。

此不保事項對直接或間接由用於控制、防止、鎮壓或以任何方式而與上述(a)及／或(b)有關的行動引致、產生或與其有關的意外、損失、損毀、費用或開支，均不賠償。

若本不保項目的任何部份被發現無效或不可實施時，其餘部份將仍全面實行及有效。

9. 而由於任何恐怖主義活動，根據下列各項，直接或間接產生的任何意外、損失、損毀、開支、責任或身體損傷：

- (a) 化學或生物污染；
- (b) 導彈、炸彈、手榴彈、爆炸物。

「恐怖主義活動」在本不保事項的定義為：任何人士或人士們，無論單獨、代表或連繫於任何機構組織或政府，以政治、宗教、意識型態、種族為意圖或原因，包括以意圖影響政府及／或令公眾及／或部份公眾恐慌為目的之行事，有關行為包括但不限於使用武力或暴力及／或帶有威脅成份的活動。

就上述(a)目的而言，「污染」指物體的污染或施毒、妨礙及／或限制物體的用途，而原因是由於化學及／或生物物質影響。

10. 財產物質的有形損毀不包括數據、軟件或電腦程式的損毀，特別是由於原先結構的刪除、損壞或結構變形而使數據、軟件或電腦程式有任何破壞性改變。因此，本保單不保障下列各項：

- (a) 數據或軟件的遺失與損毀，特別是由於原先結構刪除、損壞或變形而使數據、軟件或電腦程式有任何破壞性改變，及因此引致的任何業務中斷的損失。儘管本定義另有所指，由於受保有形財物損毀所引起數據或軟件損失或損毀則會受到保障。
- (b) 由於數據、軟件或電腦程式的功能、備用性、使用幅度及存取能力受損而導致的遺失或損毀，及因此引致的任何業務中斷的損失。

11. 投保人及／或投保人家人的違法行為所造成的損失：

12. 就任何形式或分量的石棉引起或導致的任何損失所提出的索償而承擔的任何實際或指稱責任：

13. 儘管在本保單或批單對任何所述的條款構成相反之部份，藉此同意倘若承保、支付任何賠償或提供任何保障將使本公司面臨任何聯合國決議下的制裁、禁止或限制，或使本公司面臨歐洲聯盟、英國或美國法律、法規、貿易或經濟制裁，本公司則不得被視作提供保障，且本公司亦無需就該項承擔及支付任何賠償或提供任何保障的責任。





定義

「意外」

意指因意外及暴力引致並且完全非當事人所能控制的事故。

「身體損傷」

意指在保險期內因意外直接而單獨引致不能預見的身體傷害。

「傳染病」

意指可以通過任何物質或媒介，從任何生物體傳播到另一生物體的任何疾病，其中：

- (a) 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變體，無論是否視為活體，及
- (b) 無論是直接傳輸還是間接傳播，傳播方法包括但不限於空中傳播、體液傳播，從任何表面、物體、固體、液體或氣體或生物體之間的傳播，及
- (c) 該疾病，物質或媒介可能導致或威脅對人類健康或人類福祉帶來損害，或可能導致或威脅到財產 / 財物的損害、劣化、或其價值、市場值及或使用上的損失。

「自負額」

意指就項目——「衛您寵」醫療費用保障投保人必須自行承擔的索償金額的一個百分比。

「人道毀滅」

意指受保毛孩罹患末期或無法治癒的疾病情況下，按獸醫的認證、建議及監察下以注射毒針或中止特殊的醫學治療以蓄意地結束毛孩的生命。

「家人」

意指一般及永久地與投保人於住所共同居住的投保人父母、兄弟姊妹、配偶、子女、親屬、同居者及家庭傭工。

「港幣」

意指香港合法通用的貨幣。

「香港」

意指中華人民共和國的香港特別行政區。

「疾病」

意指受保毛孩罹患非由身體損傷引致，並於保險期內首次出現的身體疾病、不適、異常、感染或衰退。

「投保人」

意指本保單中列明為申請人的人士。

「受保毛孩」

意指受保於本保單內列為受保之任何狗或貓。受保毛孩於投保申請時的年齡必須介乎於最少13週至8歲。受保毛孩於保險期內應與投保人居住於同一個香港居所。

「雜項費用」

意指與手術或住院有關之任何合理和必須的藥物、醫療程序及其他醫療服務及用品的開支。出院後或任何於覆診期間招致的消耗或開支則除外。

「已存在之狀況」

意指受保毛孩在保單生效日期前已存在、出現徵狀的疾病、損傷或身體狀況，而該等徵狀屬投保人已知悉或應合理地已知悉。

「保險期」

意指於承保表中列明的保險期。

「獸醫」

意指任何 a) 根據《獸醫註冊條例》(香港法例第 529 章) 於獸醫管理局註冊或在香港以外地區擁有同等資格，及 b) 在其執業當地獲合法授權於受保毛孩接受治療的地方從事獸醫服務或獸醫外科服務的合法註冊獸醫或專科獸醫。惟在任何情況下不包括投保人、保險中介人或投保人的僱主、僱員、直屬家庭成員或業務夥伴。

「承保表」

意指隨本保單附上並構成本保單一部份的保單承保表。

「本公司」

意指保誠財險有限公司。

「等候期」

意指在等候期屆滿後才開始提供本保單內的保障項目。

條件

I. 詮釋

本保單及承保表應被視為一份完整合約，並應一併閱讀。凡在本保單或承保表的任何部分具有特定含義的文字和詞句，不論其在何處出現，均具有同等意思。

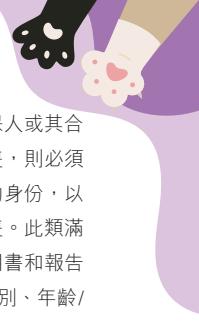
II. 年齡限制

除非承保表另有指明，否則受保毛孩的年齡必須介乎 13 週至 8 歲之間，本保單之續保須經核保審批。

III. 符合資格

要符合獲得本保單內保障的資格，在整個保險期內，受保毛孩（貓隻除外）必須已植入微型晶片。如受保毛孩是沒有植入微型晶片的貓隻，則必須根據本公司不時（包括但不限於提交申請和索償時）要求提供滿意的證明文件清楚地識別該貓隻的身份，以證明該貓隻在整個保險期內是本保單下受保的同一隻貓隻。此類滿意的證明文件包括但不限於由獸醫發出的疫苗接種文件、醫療記錄和收據證明該貓隻的所有必要身份資料，例如其名稱、品種、性別、年齡/出生日期和其主人全名（必須與投保人的全名相同）。





IV. 受保毛孩的擁有人

投保人必須為有關受保毛孩之唯一擁有人。您必須持有有效的香港身份證及年滿 18 歲或以上。在任何情況下，不論受保毛孩是否為投保人及其他人士共同擁有，本公司僅視於保單資料頁內所載明的投保人為該受保毛孩之唯一擁有人。

V. 受保毛孩的住所地址

受保毛孩必須在任何時候均於投保人在投保申請表格內申報之住所地址受投保人或投保人家人的照顧。

VI. 更換受保毛孩

保險期內不可以更換受保毛孩。若受保毛孩身故，本保單將會終止。

VII. 若本保單所依據的任何事實有任何變更，請投保人即時以書面通知本公司，保費將根據任何議定的保費率進行調整。

VIII. 遵守

投保人或投保人代表應遵守及履行本保單及承保表內所有條款及條件，從而執行一些行動或依從一些行動，這將成為本公司根據本保單作出任何付款責任前的一項先決條件。

IX. 預防損失

投保人必須以謹慎態度行事，及在合理情況下保持受保毛孩處於良好的狀況，以避免意外、身體損傷、疾病、遺失或損毀。

X. 失實陳述/欺騙

倘若投保人的申請表格、投保書及/或聲明之內容有任何失實之處，或就影響風險的任何重要事實作出錯誤陳述或有所遺漏，或倘若此保險之獲取涉及任何錯誤陳述、失實陳述或隱瞞，或有任何涉及欺詐成份或誇大之索償或以虛假聲明或陳述為依據之索償，本保單將會作廢及不會給付賠償。

XI. 披露義務

透過電話或投保人於投保書提供的資料，其準確性將構成合約的基礎並成為合約的一部分。在投保人與本公司簽訂保險合約之前，投保人須全面披露投保人知道或可合理預期知道將會影響本公司關於提供保障及保險條款之決定的所有事實。如投保人不確定某一事實是否相關，投保人應向本公司披露該等事實。本公司將確認收到資料及其是否接受與該等重大資料相關的風險。但如投保人未向本公司提供該等資料，本公司可：

- a) 調降本保單下應付的索償金額；或
- b) 拒絕賠付可能出現的索償；或
- c) 在起保後取消投保人的保險保單或將其作廢

XII. 索償

如出現任何可能根據本保單提出索償的情況，投保人應：

- (a) 於事件發生後的31日內向本公司發出書面通知。並於每次收到與本保單索償有關的任何信件、申索狀、傳票或法律程序文件後，應立即將該文件告知或送交本公司；

(b) 提供所有本公司需要的憑證、資料及證據而費用須由投保人或其合法個人代表支付。如受保毛孩是沒有植入微型晶片的貓隻，則必須根據本公司要求提供滿意的證明文件清楚地識別該貓隻的身份，以證明該貓隻在整個保險期內是本保單下受保的同一隻貓隻。此類滿意的證明文件包括但不限於由獸醫發出的醫療收據、證明書和報告說明該貓隻的所有必要身份資料，包括其名稱、品種、性別、年齡/出生日期和其主人全名（必須與投保人的全名相同）。

- (c) 當對本保單有關保障提出任何遺失、損毀或責任的索償時，投保人有責任提出證明有關遺失、損毀或責任為本保單的受保項目；
- (d) 盡快通知公司並以書面形式說明有關損毀的性質和程度；
- (e) 於由本公司承擔之費用，需立即採取必要的行動以盡量減少損失，惟此類費用不會增加公司的最終損失；
- (f) 保留受影響的組件，並在合理的時間內讓本公司的代表或公證行對其進行檢查，但無論受影響的組件是否被本公司佔有，投保人在任何情況下均無權將任何財物放棄交予本公司；
- (g) 在收到任何可能對投保人發出的申索狀、傳票或其他訴訟程序後，應立即送交本公司；
- (h) 向本公司提供所有資料和協助，以協助本公司解決或申辯任何索賠或提起訴訟；
- (i) 如果發生索賠或根據本保單本公司有可能需要承擔責任的索賠，本公司有權代表投保人對訴訟程序進行完全的執行和控制，以解決該索賠；
- (j) 不可在未獲本公司以書面同意下代表本公司承認任何責任或作出任何約束本公司的要約、承諾、付款或保證；
- (k) 本公司不會負責在承保表中列明為自負額條款內的自負額金額；
- (l) 本保單的所有利益在下列情況下將會喪失：
 - (i) 如提出的任何索賠在任何方面具有欺詐性；
 - (ii) 如果投保人或代表其行事的任何人使用任何欺詐手段或裝置獲取本保單項下的利益；
 - (iii) 如果任何損害是由投保人的故意行為或縱容所造成；
 - (iv) 如投保人或代表其行事的任何人阻礙本公司行使其權利；
 - (v) 如索賠被拒絕後，未有在拒絕索賠後起計12個月內提出訴訟的任何索賠；
 - (vi) 如索賠仍待仲裁解決，在該仲裁裁決作出後12個月內未有提出訴訟的任何索賠；

本公司不會賠償任何持牌獸醫診所或醫院的行政費用，包括但不限於填寫醫療報告所收取的費用。

XIII. 其他保險

倘若受本保單所保障的事件發生時，有其他保單保障相同或部份相同責任時，本公司將不會就該事件支付多於按比例計算而應付之金額。就項目二 - 「寵有責」第三者法律責任保障及其額外保障而言，本保單只應在其他保險未能作出償付的情況下作出賠償，並不應用作分擔任何損失。

XIV. 本公司權利

本公司有權在沒有事先通知的情況下不時修改保費和本保單的條款及條件。

XV. 代位權

本公司有權以投保人的名義，接受處理就針對投保人所提出的任何索賠並進行抗辯、和解，或在任何索賠、賠償、損毀或其他方面，以投保人的名義因應本公司的利益進行起訴，而投保人應按本公司提出的要求，提供一切有關資料和援助。





XVI. 不能轉移的投保人利益

除非有明確陳述，於此保單並不賦予投保人以外人士，向本公司作出索償的權利。再者，除了因為死亡或因法律原因而將利益轉移，否則本公司在轉移投保人的利益的情況下不須受到束縛，除非及直至本公司以背書形式宣佈本保險會被延續。本公司就除投保人以外任何人士之利益所延伸的責任，將不會給與此類人士根據本保單進行索償的權利，而投保人應於任何情況下代表該人士進行索償，其從本公司收訖賠款，將成為本公司就有關索償完成責任的證明。

XVII. 保費

如選擇以信用卡作為付款方式，本保單的保費將根據承保表所示的收款日期從投保人的指定戶口中扣取。本公司保留更改收款日期之權利而毋須事先給予通知。如付款方法為按年以信用卡付款，投保人可要求更改其繳付保費的指定信用卡賬戶，方法為填妥更改付款資料申請表，並於保單屆滿日期前交回本公司。在確認已設立新的指定戶口後，本公司將於下一續保年度的收款日期從該戶口中收取保費。在未有就本保單提出任何索償之前提下，就任何終止或更改本保單，本公司將按每保單收取港幣 \$400 的最低保費，然後在有餘下保費的情況下將所餘下部份退回予投保人。

XVIII. 繢保

如選擇以信用卡作為付款方式，在本公司標準核保的檢驗下，保單將於成功收取續保費後每年自動續保，除非本公司於有關收款日期前收到終止保單的書面通知。

本公司有權在沒有事先通知的情況下不時修改保費和本保單的條款及條件，但本保單在下次續保前，有關修改將不適用。

XIX. 取消保單

本公司若要取消本保單，將會以掛號信形式，向投保人的最後登記地址發出七天書面通知以取消保單。本公司將按比例向投保人退回保險期末屆滿部份的已付保費。

XX. 司法權

本保單受香港法律約束並據其解釋。爭議雙方同意接受香港法院的專有司法裁判權管轄。

XXI. 仲裁

凡因本保單所引起的或與之相關的任何爭議、糾紛、分歧或索賠，包括保單的存在、效力、解釋、履行、違反或終止，或因本保單引起的或與之相關的任何非合同性爭議，均應提交由香港國際仲裁中心管理的仲裁，並按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》最終解決。本仲裁條款適用的法律為香港法。仲裁地應為香港。仲裁員人數為一名。仲裁程式應按照英文來進行。若本公司拒絕就本保單項下的任何索賠向受保人承擔責任，而受保人並無把該項索賠在拒絕該項索賠起計十二個月內根據本仲裁條款提交仲裁，則就各方面而言該項索賠將被視為已經放棄及不能追討。

XXII. 第三方權利

任何不是本保單某一方的人士或實體，不能根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本保單的任何條款。

XXIII. 佔優

本保單條款內容以中文及英文載錄。倘若中文內容及英文內容互有衝突或不一致之處，均以英文內容為準。

