



Blue Cross 藍十字

An **AIA** Company 友邦保險成員公司

LovePet Insurance 「愛・寵物」保險計劃

Terms and Conditions 條款及細則

Please read these terms and conditions carefully.
Should you have any queries, please contact us for assistance.
請詳細閱讀此條款及細則。如有任何查詢，請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字（亞太）保險有限公司乃友邦保險控股有限公司之子公司，與 Blue Cross and Blue Shield Association 及其任何關聯公司或持牌人並無任何關聯。

TERMS AND CONDITIONS FOR LOVEPET INSURANCE

INSURING CLAUSE

The Policyholder and the Company agree that:

1. this Policy and any endorsement attached to this Policy shall be read together as one contract;
2. the terms, conditions and exclusions contained in the Policy Schedule shall be read in accordance with and shall not be construed so as to modify, add to or in any way vary the terms, conditions and exclusions contained herein;
3. the application, proposal and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein;
4. this Policy comes into force on the condition that the Policyholder has paid the premium specified in the Policy Schedule in full and the application has been approved by the Company;
5. the Company shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy; and
6. the due observance of the terms, conditions and any endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured Pet or any other person claiming to be indemnified; and the truth of the contents of the application, proposal and declaration, shall be conditions precedent to any liability of the Company.

TERRITORIAL LIMIT

All benefits described in this Policy are applicable anywhere within Hong Kong only, except that benefits covered under Section 5 of the Benefits Provisions shall be extended to worldwide.

DEFINITIONS

The definitions below apply to the following words and phrases wherever they appear in this Policy unless the context otherwise requires:

1. **"Accident" or "Accidental"** shall mean an unforeseen, sudden and unintended event which happens during the Period of Insurance, and caused by violent, external and visible means.
2. **"Annual Limit"** shall mean the maximum aggregate amount of cover under Section 1 of the Benefit Provisions during a Period of Insurance.
3. **"Co-Insurance"** shall mean a percentage of Eligible Expense specified in Section 1 and Section 4 of the Table of Benefits that the Policyholder must contribute after paying the deductible (if any) in a Policy Year. For the avoidance of doubt, Co-Insurance does not refer to any amount that the Policyholder is required to pay if the actual expenses exceed the benefit limits under this Policy.
4. **"Company"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
5. **"Euthanasia"** shall mean the deliberate ending of the life of the Insured Pet which is suffering from a terminal illness or an incurable condition, as by lethal injection or

the suspension of extraordinary medical treatment that is certified and recommended by a Vet.

6. **"Eligible Expenses"** shall mean those medical expenses necessitated by an Injury or an Illness covered by this Policy and incurred on the recommendation of a Vet but shall not exceed the reasonable and customary charges for the same. Eligible Expenses shall not in any event exceed the actual charges incurred.
7. **"Excess"** shall mean the excess amount as specified in the Table of Benefits, which shall be the first amount borne by the Policyholder for each claim before any benefit under Section 2 of the Benefit Provisions becomes payable.
8. **"Family"** shall mean parents, spouse, children or any family members who are residing with the Policyholder.
9. **"First Period of Insurance"** shall mean the initial Period of Insurance before any Renewal has taken place.
10. **"Hong Kong"** shall mean Hong Kong Special Administrative Region of the People's Republic of China.
11. **"Illness"** shall mean physical disease, sickness, abnormality, infection or failure which is not caused by Injury to the Insured Pet and first manifests itself during the Period of Insurance.
12. **"Injury"** shall mean any physical harm to the Insured Pet caused by an Accident, solely and independently of any other causes including any known or unknown pre-existing physical or congenital condition. To be eligible for benefit, the injury must have occurred during the Period of Insurance.
13. **"Insured Pet"** shall mean any dog or cat which is insured under this Policy, and is named as the "Insured Pet" in the Policy Schedule or the subsequent endorsement to this Policy. The Insured Pet must be at least 6 months but less than 9 years old on application for insurance.
14. **"Miscellaneous Expenses"** shall mean any reasonable and necessary expenses for prescribed drugs, injections, dressings 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.
15. **"Period of Insurance"** shall mean the period of time specified in the Policy Schedule during which this Policy is effective.
16. **"Policy"** shall mean and refer to the entire policy contract between the Policyholder and the Company including these Terms and Conditions, the Policy Schedule issued hereunder and any endorsements thereto together with the application, proposal and declaration submitted or made by the Policyholder or his/her authorised representatives.
17. **"Policy Effective Date"** shall mean the commencement date of the First Period of Insurance.
18. **"Policy Schedule"** shall mean the "Policy Schedule" attached to this Policy, which sets out the particulars of the Insured Pet, Policy details, Period of Insurance and coverage details.
19. **"Policyholder"** shall mean the person who is the owner of both this Policy and the Insured Pet, and is named as "Policyholder" in the Policy Schedule or the subsequent endorsement to this Policy.

20. **“Pre-existing Condition”** shall mean any sickness, injury or physical condition in respect of the Insured Pet which has existed prior to the Policy Effective Date or the Replacement Pet Effective Date (whichever is later) , which presented signs or symptoms of which the Policyholder has been aware or should have reasonably been aware.
21. **“Renewal”** or **“Renew”** shall mean this Policy is renewed without any lapse of time upon its expiry.
22. **“Renewal Date”** shall mean each anniversary of the Policy Effective Date upon Renewal of the Policy.
23. **“Replacement Pet Effective Date”** shall mean the effective date displayed on an endorsement to this Policy when another pet is replaced as an “Insured Pet” under the Policy pursuant to the “Change of the Deceased Insured Pet” clause under the General Conditions. The “Replacement Pet Effective Date” is applicable only if the Company has approved the Policyholder’s application for a change of Insured Pet in accordance with the “Change of the Deceased Insured Pet” clause as aforesaid.
24. **“Table of Benefits”** shall mean a table of benefits incorporated in the Policy Schedule, which sets out the maximum limits and sub-limits of the covered benefit items that shall be payable under this Policy.
25. **“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 (Cap. 529) of the Laws of Hong Kong or in relation to jurisdictions outside of Hong Kong, the body of equivalent standing, and b) legally authorised for rendering veterinary service or practise veterinary surgery in the locality where the treatment is provided to the Insured Pet, but in no circumstance shall include the Policyholder, an insurance intermediary, an employer, employee, immediate family member or business partner(s) of the Policyholder.
26. **“Vet Expenses”** shall mean the reasonable and customary expenses incurred and paid in respect of treatment or services provided by a Vet or licensed Vet clinic. If the fees charged are considered to be excessive or unreasonable by the Company, the benefits shall then be adjusted and paid based on the reasonable, customary and normal fees typically charged for similar treatment or services for that medical condition in the locality where the charge is incurred.
27. **“Waiting Period”** shall mean a period of:
- in respect of any claim arising from cancer or chronic renal disease of the Insured Pet, 90 days;
 - in respect of any claim arising from an Injury of the Insured Pet, 7 days, or
 - in respect of any claim arising from any conditions of the Insured Pet not included in sub-paragraphs (a) or (b) above, 30 days;

from the Policy Effective Date or Replacement Pet Effective Date (whichever is later). The benefits under Section 1 of the Benefit Provisions shall be available only after the expiry of the relevant waiting period.

If the identity of the Insured Pet has been changed during the Period of Insurance pursuant to the “Change of the

Deceased Insured Pet” clause under the General Conditions of these terms and conditions, the relevant Waiting Period in respect of the replacement Insured Pet shall be re-applied from the Replacement Pet Effective Date during the Period of Insurance.

BENEFIT PROVISIONS

All benefits payable pursuant to Sections 1-5 below are subject to the maximum limits, Annual Limit, sub-limits and sum insured as stated in the Table of Benefits for the plan selected by the Policyholder, AND subject to the terms, conditions, exclusions, Excess and Co-Insurance of this Policy.

SECTION 1 Medical Coverage

A) Clinical and Surgical Expenses

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

- X-rays, ultrasound and laboratory tests fee
- Surgical fee
- Operating theatre fee
- Anaesthetists fee
- Euthanasia fee
- Prosthesis or wheelchair expenses
- Miscellaneous Expenses

B) Room and Board

The Company shall cover the Insured Pet for the cost incurred in a licensed Vet clinic for a confinement for a period of no less than 12 consecutive hours during the Period of Insurance for Illness or Injury.

C) Veterinary Consultation

The Company shall cover the Insured Pet for

- all Vet Expenses made for the consultation carried out by a Vet during the Period of Insurance for Illness or Injury; and
- the cost of any prescribed drugs, dressings and injections dispensed by a licensed Vet clinic during the Period of Insurance for Illness or Injury but excluding drugs related to surgery or any expenses covered under Section 1(A) of this policy document.

D) Chemotherapy Benefit

The Company shall cover the Insured Pet for the cost of chemotherapy treatment incurred on the recommendation of a Vet in a licensed Vet clinic.

E) Behavioural Treatment Expenses

In the event that the Insured Pet is diagnosed as suffering any mental or emotional disorder (notwithstanding exclusion (f) applicable to this section) by a Vet as a direct result of Injury of the Insured Pet, the Company shall cover the Insured Pet for the cost of any reasonable and necessary expenses for prescribed drugs, or the cost of any reasonable and necessary training under training centres.

Exclusions Applicable to SECTION 1

The Company shall not be liable for any:

- Pre-existing Conditions;
- claims for expenses incurred during the Waiting Period in respect of the Insured Pet;

- (c) charges in respect of disposal, cremation or burial of the Insured Pet;
- (d) diet foods, special diet, pet foods, vitamins, mineral supplements, housing, bedding and bathing need for the treatment or general well-being of the Insured Pet;
- (e) fees for the treatment relating to congenital illness;
- (f) fees for the treatment relating or training of therapy for behavioural problems;
- (g) fees for the treatment for cryptorchidism;
- (h) the costs of any treatment related to
 - dentistry (except dental treatment due to an Accident);
 - pregnancy, birth or breeding and any complications thereof;
 - organ transplantation;
 - elective procedures and cosmetic surgeries;
- (i) routine and preventative treatments, preventative vaccinations, spaying, castration, routine removal of dew claws, killing and controlling fleas, treating round worms and tapeworms, grooming and nail clipping or any complications arising from these treatments;
- (j) administrative fees charged by the Vet including but not limited to any charges for completing the claim forms and/or providing reports, certificates, supporting documents or other information for the purposes of processing the claim.

SECTION 2 Third Party Liability

The Company will pay this benefit if the Policyholder and/or his Family incur legal liability to a third party, which is caused by the Insured Pet during the Period of Insurance for:

- (a) accidental death, bodily injury or illness to a third party; and/or
- (b) accidental loss of or damage to third party's property.

For the avoidance of doubt, the maximum limit stated in the Policy Schedule is inclusive of all legal costs and expenses incurred in the defence and settlement of any claims.

Exclusions Applicable to SECTION 2

The Company shall not be liable for:

- (a) the first HK\$3,000 of each and every claim;
- (b) loss of or damage to third party's property in the ownership, custody, care or control of the Policyholder, the Family, or any person residing with or in the service of the Policyholder;
- (c) accidental bodily injury to or illness contracted by the Policyholder, the Family, or any person residing with or in the service of the Policyholder;
- (d) fines, penalty, surcharge or late payment;
- (e) punitive, aggravated or exemplary damages;
- (f) any claim arising from or involving the Insured Pet 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;
- (g) any claim arising from an occurrence in connection with the Policyholder's profession, occupation or business; or

- (h) any liability assumed by the Policyholder under any contract or agreement unless such liability would have attached in the absence of such agreement.

SECTION 3 Funeral Service Expenses

The Company shall cover the cost 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 Pet during the Period of Insurance.

Exclusions Applicable to SECTION 3

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 Pet.

SECTION 4 Emergency Boarding

The Company shall reimburse any pet sitting expenses necessarily incurred for the Insured Pet at pet sitting facility during hospital stay of the Policyholder if the Policyholder is hospitalised for more than 4 consecutive days while the Policy is in force, provided that the pet sitting must commence on or after the date of the Policyholder's admission to the hospital. If the pet sitting spans across two Period of Insurance, the benefits payable will be apportioned to the respective Period of Insurance on the basis of the date on which the actual pet sitting expenses are incurred. The expenses so apportioned for the respective Period of Insurance shall be subject to the applicable maximum benefit limit of that Period of Insurance.

Exclusions Applicable to SECTION 4

The Company shall not be liable for any loss if:

- (a) the hospitalisation of the Policyholder is arising from:
 - (i) cosmetic surgery or any treatment, test or surgery which is not medically necessary;
 - (ii) pregnancy; or
 - (iii) any pre-existing or foreseeable condition or illness; or
- (b) the facility which provides the pet sitting service does not obtain a Boarding Establishment Licence pursuant to the Public Health (Animals) (Boarding Establishment) Regulations (Cap. 139I of the Laws of Hong Kong); or
- (c) Under our reasonable expectation, the Policyholder's Family can take care of the Insured Pet.

SECTION 5 Overseas Cover

The Company shall extend to cover the Insured Pet under Section 1, 2 and 3 whilst the Insured Pet is:

- (a) Travelling; or
- (b) temporarily located to any country outside of Hong Kong with the Policyholder or the Family up to maximum 90 days per trip from the date of departure including the quarantine period provided that the maximum liability of the Company under this section shall not exceed the respective limits stated in the Policy Schedule under Section 1, 2 and 3.

Exclusions Applicable to SECTION 5

The Company shall not be liable for:

- (a) any claims of Vet Expenses not supported by a receipt endorsed by the Vet who provides the treatment with the address and telephone number of the Vet;
- (b) any expenses incurred during the trip which is intentionally arranged for medical or surgical treatment for the Insured Pet;
- (c) any expenses incurred during a trip which is undertaken against the Vet's recommendation.

GENERAL EXCLUSIONS

The following exclusions are applicable to all sections under this Policy. This Policy shall not cover the following:

- (a) any claims involving any pet not specified in the Policy Schedule;
- (b) any claims involving a pet used for commercial guarding, racing, search and rescue, customs and quarantine, laboratory testing or experiment, commercial breeding or any other commercial purposes;
- (c) any claims involving any Insured Pet that is not positively identifiable by means of (i) a microchip (applicable to dogs and cats) or (ii) vaccination record or other relevant medical report (only applicable to cats without microchip) prior to receiving treatment which results in a claim;
- (d) any claims involving any known dangerous dog, fighting dog, or large dog within the meaning of the Dangerous Dogs Regulation (Cap. 167D) of the laws of Hong Kong;
- (e) any claims involving the recurrence or continuation of illness, disease or any condition from which the Insured Pet previously suffered before the Policy Effective Date or the Replacement Pet Effective Date (whichever is later);
- (f) any consequential loss;
- (g) any claims for treatment and services provided by any persons other than a Vet;
- (h) any claims for Illness, Injury or legal liability caused by any wilful, malicious, unlawful, reckless or deliberate act or gross negligence of the Policyholder, the Family, or any person residing with or in the service of the Policyholder;
- (i) any claims for Illness or Injury occasioned by war (whether declared or not); invasion; acts of foreign enemies; civil war; revolution; civil unrest; performing duties as a member of armed forces, or police, or a law enforcing agencies; or
- (j) any claims for Illness, Injury or legal liability directly or indirectly caused by or contributed to by or arising from nuclear fission, nuclear fusion or radioactive contamination.

NO CLAIM DISCOUNT

Provided that no benefit has been paid or is payable under this Policy during the respective no claim period as specified in the table below, the corresponding discount rate shall be applied to the premium payable upon Renewal of the Policy:

No Claim Discount Table

No claim period immediately preceding Renewal	Discount Rate
1 year	5%
2 consecutive years	10%
3 consecutive years	15%

In the event that after the Policy is Renewed at a no claim discount, a claim for any benefit, which has accrued in the previous Period of Insurance, is paid or becomes payable by the Company, the Policyholder shall reimburse the discounted amount to the Company within 21 days from the date of an invoice issued by the Company. No benefits shall be payable under this Policy unless the discounted amount is received by the Company.

GENERAL CONDITIONS

1. Interpretation

- (a) Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
- (b) Headings are for convenience only and shall not affect the interpretation of this Policy.
- (c) A time of day is a reference to the time in Hong Kong.
- (d) Unless otherwise provided in any endorsement attached to this Policy, should there be any conflict between the terms and conditions in this Policy and those contained in any other material produced by the Company, these terms and conditions shall prevail.
- (e) Unless otherwise defined, capitalised terms used in this Policy have the meanings ascribed to them under the definitions section of these terms and conditions.

2. Cancellation of Policy

- (a) The Company may cancel this Policy by giving no less than 7 days' prior notice by registered letter to the Policyholder at his or her last known address provided that the Company shall in that event return to the Policyholder a proportionate part of the premium corresponding to the unexpired period of insurance.
- (b) This Policy may be cancelled at any time by the Policyholder by giving no less than 7 days' prior written notice to the Company. Provided that no claim has been made under this Policy, the Policyholder shall be entitled to a partial refund of premium equivalent to the actual premium paid for that Period of Insurance less the premium to be charged* as calculated at the Company's short period rates (as shown in the Short Period Rate Table below) for the Period of Insurance has been in force.

Short Period Rate Table

Period of Insurance in force		Premium to be charged*	
	1 month	20%	of annual

Not exceeding	2 months	30%	premium
	3 months	40%	
	4 months	50%	
	5 months	60%	
	6 months	70%	
Over 6 months		Full annual premium	

* The amount of premium to be charged is subject to the minimum premium per Policy as stipulated in the Policy Schedule.

3. Misstatement of Age

Without prejudice to the Company's rights in the case of misrepresentation and fraud, if an Insured Pet's age is misstated in the Application or in any subsequent document submitted to the Company, the Company may adjust the premium, in the past or future, on the basis of the correct age. No benefits shall be payable unless the adjusted premium has been paid.

Where an Insured Pet would not have satisfied the insurability requirements on the basis of the correct age, the Company has the right to declare this Policy void or refuse to provide coverage for the Insured Pet. If a claim has been paid in respect of an Insured Pet which is not insurable according to the Company's requirements, any benefits obtained by the Policyholder shall become immediately repayable to the Company. The liability of the Company shall be limited to refunding the premium paid for such cover without interest less any benefits paid in respect of the Insured Pet.

4. Misrepresentation/Fraud

If the application, proposal and/or declaration of the Policyholder is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance 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 coverage of this Policy shall become null and void with effect from its commencement date.

5. Prevention of Loss

- The Policyholder and the Family shall take all reasonable precautions to prevent accidents and comply with all statutory and/or other obligations and regulations.
- The Policyholder and the Family must provide reasonable care to the Insured Pet at all times and ensure that it is kept in good health, and is not knowingly exposed to situations that may result in Injury or Illness. If any Injury or Illness does occur, then the Policyholder must take all reasonable steps to facilitate prompt treatment and recovery, to minimise complications, to prevent recurrence of such condition, and to prevent any aggravation of the illness or condition of the Insured Pet. Failing to comply with the duty of care may result in denial of claims for treatment.

6. Owner of the Insured Pet

The Policyholder must be the sole owner of the Insured Pet. In any circumstance, the Company will only treat the Policyholder named in the Policy Schedule as the sole owner of the Insured Pet, regardless of whether the Insured Pet may be jointly owned by any other persons.

7. Physical Address of the Insured Pet

The Insured Pet must at all times be under the care of the Policyholder or the Family at the physical address as declared in the application form or written notice of change.

8. Micro-chipped

Insured dogs must be micro-chipped and licensed according to the statutory requirement from the Policy Effective Date or Replacement Pet Effective Date (whichever is later), and remain so, throughout the entire Period of Insurance.

9. Change of the Deceased Insured Pet

Upon the death of the Insured Pet during the Period of Insurance, the Policyholder can apply to the Company to replace another pet as an "Insured Pet" under this Policy subject to the following conditions:

- the premium rate for the species of the proposed replacement pet must be the same as that of the deceased Insured Pet (the premium rate of each species shall be set and determined by the Company from time to time);
- the application must be approved and confirmed as evidenced by the Company's issuance of an endorsement before the replacement can become effective; and
- all the other terms and conditions of this Policy shall apply in respect of the replacement Insured Pet.

For the avoidance of doubt, (i) the maximum liability of the Company for both of the Insured Pets shall not exceed the maximum limits stated in the Policy Schedule; and (ii) the identity of the "Insured Pet" can only be changed once during a Period of Insurance.

10. Change in Benefits

Subject to the approval of the Company, the Policyholder may request for change of level of benefits by switching to another plan offered by the Company only at the time of the Renewal of this Policy. Underwriting is required if Policyholder requests for changing to a higher benefit level.

11. Governing Law

This Policy is issued in Hong Kong and shall be governed and construed in accordance with the Laws of Hong Kong.

12. Arbitration

Any disputes or differences arising out of or in connection with this Policy shall be referred to and determined by arbitration in accordance with the Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong). If the parties fail to agree on the choice of an arbitrator, the Chairperson of Hong Kong International Arbitration Centre shall appoint one.

13. Subrogation

The Company has the right to proceed at its own expense

in the name of the Policyholder against any third party who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered from any third party shall belong to the Company. The Policyholder shall fully cooperate with the Company in the recovery action.

14. Notice

All notices required to be given to the Company must be in writing and addressed to the Company and no alteration to this Policy including any endorsement thereto shall be valid unless the same is duly signed by an authorised representative of the Company.

15. Termination of Benefits

Unless renewed by the Company, the benefits under this Policy shall be terminated at the expiry of the Period of Insurance. If an Insured Pet is during confinement at the time before such termination, then the benefits under this Policy shall be terminated at the time when the Insured Pet is discharged from the licensed Vet clinic or the benefits for that Period of Insurance have been exhausted, whichever is earlier.

16. Termination of Policy

This Policy shall automatically terminate on the earlier of the following:

- (a) when the Policyholder cancels this Policy, or this Policy is cancelled due to non-payment of premiums or any circumstance as set out in the "Misstatement of Age" Clause or "Misrepresentation/Fraud" Clause of the General Conditions of these terms and conditions (as the case may be); or
- (b) the date of death of the changed Insured Pet under this Policy.

17. Renewal

At the expiry of this Policy, subject to the right of the Company to terminate this Policy as provided herein, this Policy shall be automatically Renewed for another Period of Insurance subject to the successful collection of premium at such rate or on such terms as the Company may determine depending on the benefits and the scope of coverage at the time of each Renewal and the Renewal of this Policy is guaranteed up to age 13 of the Insured Pet. Any Renewal above age 13 of the Insured Pet is subject to underwriting approval. The Company reserves the right to revise the benefits, premiums, terms and conditions, and to make changes to this Policy upon Renewal. If the Company decides to cease offering or suspend this plan, the Company will endeavour to transfer the Insured Pet to another available insurance plan for pet.

In the event that the Policyholder disagrees with the Renewal, he may give a written notice to the Company within 30 days from the Renewal Date of this Policy ("**Cooling-off Period**") to cancel such Renewal. This Policy shall then be terminated at the expiry of the Period of Insurance immediately prior to such Renewal. The Policyholder will be entitled to a full refund of the premium paid for such Renewal, provided that (a) no claim* has been made within such Cooling-off Period and coupons (if any) which are issued to the Insured Pet for such Renewal (If any), are not being used within the Cooling-off Period and are returned to the Company.

*except claims made within the Cooling-off Period seeking reimbursement of Eligible Expenses incurred before the termination of the Policy.

The Company shall, from time to time, revise the benefits payable under this Policy. The Company shall notify the Policyholder in writing no less than 30 days in advance of the Renewal Date effecting such revision specifying, among others, the revised Policy Schedule, the new premium and its effective date. The new premium shall be determined by the Company in accordance with its rate basis then applicable. The revised premium and coverage details shall take effect on the date specified on the Renewal notice unless the Policyholder declines in writing in which case this Policy shall automatically terminate on the next premium due date following the date of such notification.

The Company reserves the right to cease offering or suspend this plan, revise the benefits, premiums, terms and conditions, and to make changes to this Policy. If the Company decides to cease offering or suspend this plan, the Company will endeavour to transfer the Insured Pet to another available insurance plan.

18. Legal Requirements Warranty

The Policyholder shall duly comply with and observe all provisions, requirements and regulations of the government authorities and any other statutory obligations in relation to the Insured Pet.

19. Forfeiture of Benefits

All benefits under this Policy shall be forfeited:

- (a) if the Insured Pet or any person acting on its behalf shall obstruct the Company in the exercise of its rights;
- (b) in respect of any claim made and rejected if arbitration be not commenced within 12 months after such rejection;
- (c) in respect of any claim after the expiration of 12 months from the happening of the loss or damage, unless such claim is the subject of pending legal action or arbitration;
- (d) if any loss or damage is caused by the wilful act, deliberate act or recklessness of the Insured Pet;
- (e) if any loss or damage is caused by malicious acts or vandalism committed by the Insured Pet.

20. Abandoned Claims

If the Company disclaims liability for any claims under this Policy; and such claim has not been referred by the Policyholder to arbitration as described above within 12 calendar months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.

21. Suits Against Third Parties

Nothing in this Policy shall render the Company liable to indemnify, join, respond to or defend any suit for damages for any cause or reason which may be instituted by the Policyholder against any medical service provider or medical institution nominated under this Policy, including without limitation to any suit for negligence, malpractice or professional misconduct or any other

causes in relation to or arising out of the treatment or examination of the Insured Pet under the terms of this Policy.

22. Severability

If any provision of this Policy or any part thereof is held to be unenforceable, invalid or void for any reason, the enforceability and validity of the remaining part of that provision and the remaining provisions of this Policy shall, to the extent allowable, remain in full force and effect.

23. Right of Third Parties

Any person or entity who is not a party to this Policy shall have no rights under the Contract (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

24. Currency of Payment

All the amounts payable to or by the Company shall be made in the currency specified in the Policy Schedule or in Hong Kong dollars if not specified. The currency exchange rate is solely determined by the Company with reference to the prevailing market rate.

25. Language

The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

26. Sanction Limitation and Exclusion Clause - It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:

- (a) The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject 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, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.
- (b) Without prejudice to paragraph (a) above, this Policy 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, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations.

27. Clerical Error

Any clerical error shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

CLAIMS PROVISIONS

1. If any claim under this Policy shall be in any respect fraudulent or exaggerated or if any fraudulent means or devices shall be used by the Policyholder or anyone acting on the Policyholder's behalf to obtain benefit under this Policy, the Company shall be under no liability in respect of such claim.
2. The Policyholder must not make any admission, promise of payment or make or accept any offer without the Company's written consent and the Company shall be entitled, if the Company do so desire to take over, exercise any right, and conduct in the Policyholder's name the defence or settlement or handling of any claim and the Policyholder shall give all such information and assistance as the Company may require.
3. The Policyholder must allow the Company to access to all Vet medical records.
4. The Company or its representatives will deal with the Policyholder direct regarding settlement of the claim.
5. If, at the time any claim arises under this Policy, there be any other insurance or sources covering the same risk, loss or liability, the Company shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance or sources.
6. The Policyholder must, at his own expenses, furnish the Company with the loss circumstances in writing, all certified information and evidence as the Company may request. All claims shall be supported with documentary proof to the satisfaction of the Company. In particular, the Company requires a copy of the proof of identity of the Insured Pet by means of (i) a microchip (applicable to dogs and cats) or (ii) vaccination record or other relevant medical report of the Insured Pet and the name of its owner (only applicable to cats without microchip).
 - a) For claims under Sections 1, 3, 4 and 5 under the Benefit Provisions of the Policy, the Policyholder must comply with the following:
 - (i) all claims must be notified to the Company in writing within 30 days of the incident.
 - (ii) the original itemised invoice and receipt of payment must accompany the completed claim form. Copies are not acceptable.
 - (iii) both the Policyholder and the attending Vet must sign and complete the claim form.
 - b) For Claims under Section 2 under the Benefit Provisions of the Policy, the Policyholder must comply with the following:
 - (i) in the event of any occurrence which may give rise to a claim under this Policy, the Policyholder shall immediately give notice thereof in writing to the Company with full particulars;
 - (ii) the Policyholder shall send or the Policyholder shall procure the Family (if applicable) to the

Company all letter of claim, writ of summons or legal document immediately upon receipt;

(iii) the Policyholder shall advise the Company immediately when the Policyholder have knowledge of any impending prosecution, inquest or fatal injury;

(iv) the Policyholder shall not or the Policyholder shall procure the Family (if applicable) to not make any admission, promise of payment, make or accept any offer without the Company's prior written consent; and

(v) the Policyholder shall or the Policyholder shall procure the Family (if applicable) to give all such information and assistance as the Company may require.

7. The Company shall be entitled to decline to take over the conduct of defense of any third party claim if there has been a breach of the Policy terms and conditions.
8. Incomplete claim forms will be returned to the claimants and any insufficient of supporting information or documentation will result in delays in processing the claim.
9. No arbitration shall be commenced within the first 60 days from the date when all proof of claims as required by the Policy has been received by the Company.
10. In the event that the Company is entitled to repudiate or refuse indemnity under this Policy, any amounts paid pursuant to a claim under this Policy shall be fully refunded by the Policyholder to the Company upon its demand.
11. The Company will not accept liability for any claim if the required information is not received within 60 days from the issue date of any written request for information from the Company and the claim will thereafter be deemed to be abandoned.
12. All payments made are repayable to the Company upon demand in the event that the Policyholder becomes disqualified or is found not to be entitled to indemnity under this Policy due to any breach or violation of the terms and conditions of this Policy, which the Company is or may not be aware of at the time of payment.

「愛·寵物」保險計劃條款及細則

保險條款

保單持有人與本公司均同意：

1. 本保單與本保單附載的任何批註須一併閱讀，並構成一份合約；
2. 保單資料頁上所列的條款、條件及不保事項，應依據本文所載的條款、條件及不保事項而詮釋，而不應解釋為對本文有任何修改、增補或歧異；
3. 已填妥並交回本公司的申請表格、投保書及聲明為本合約的依據，並視為已納入作本保單的一部分；
4. 本保單在保單持有人已全數繳交載列於保單資料頁之保費及本公司已核准其投保申請的情況下生效；
5. 本公司將根據本保單內的限額、條款、條件及不保事項提供保障；及
6. 受保寵物及提出索償人士須適當遵守及履行本保單的條款、條件及任何批註；及其在申請表格、投保書及聲明內容的真實性，乃本公司根據本保單承擔賠償責任的先決條件。

地域限制

除了保障條款第五部分的保障適用於全球外，本保單提述的所有保障只限香港境內任何地方。

釋義

除非文意另有規定，以下之定義適用於本保單內出現的下列詞語：

1. 「**意外**」指於受保期內因暴力、外在及可見因素引致受保寵物身體受傷的不可預知、突發及非蓄意的事件。
2. 「**每年最高限額**」指於受保期內在保單之保障條款第一分下可享有的最高保障總額。
3. 「**共同保險**」指保單持有人在支付每個保單年度的符合索償資格的費用後（如有），必須按保障項目表第一及第四部分的比率分擔的合資格費用。為免存疑，共同保險並非指在實際費用超出本條款及保障賠償限額的情況下，保單持有人需支付的任何差額。
4. 「**本公司**」指藍十字（亞太）保險有限公司。
5. 「**人道毀滅**」指受保寵物罹患末期疾病或在無法治癒的情況下，按獸醫的認證或建議以注射毒針或中止特殊的醫學治療以蓄意地結束寵物的生命。
6. 「**符合索償資格的費用**」乃指受保範圍內的傷患或疾病所須，並經獸醫建議的服務所支付的醫療費用，但不得超過該項服務合理慣例的收費。惟符合索償資格的費用不能超過實際支付費用。
7. 「**自付額**」指載明於保障項目表內，在本公司須就保障條款第二部分索償支付本保單之保障前，保單持有人必須自行承擔的總金額。
8. 「**家屬**」指保單持有人的父母、配偶、子女或任何與保單持有人同住的家庭成員。
9. 「**首個受保期**」指最初並未曾續保之受保期。
10. 「**香港**」指中華人民共和國香港特別行政區。

11. 「**疾病**」指受保寵物罹患非由受傷引致，並於受保期內首次出現的身體疾病、不適、異常、感染或衰退。
12. 「**受傷**」或「**傷患**」就受保寵物而言，指完全因意外，而非涉及任何其他原因（包括已知或未知於受保前已存在的身體或先天性狀況）引致的身體傷患。惟該傷患須於受保期內出現，保單持有人方可享有此項保障。
13. 「**受保寵物**」指受保於本保單，並於保單資料頁或隨後附加於本保單的批註內列為受保寵物之任何狗或貓。受保寵物於投保申請時的年齡必須介乎於6個月至8歲。
14. 「**雜項費用**」指與手術或住院有關之任何合理和必須的處方藥物、注射、包紮及其他醫療服務及用品的支出。出院後或任何於覆診期間招致的藥物消耗或開支除外。
15. 「**受保期**」指本保單資料頁內所列的保單生效時期。
16. 「**保單**」指保單持有人與本公司之間的整份保單合約，包括本條款及細則、保單資料頁、任何批註及由保單持有人或其授權的代表所提交的申請表格、投保書及聲明。
17. 「**保單生效日期**」指首個受保期之起始日。
18. 「**保單資料頁**」指附於本保單的資料頁，並在內列明受保寵物的詳細資料、保單細節、受保期及保障詳情。
19. 「**保單持有人**」指在法律上擁有本保單以及受保寵物，並於保單資料頁或隨後附加於本保單的批註內列為「保單持有人」的人士。
20. 「**已存在之狀況**」指受保寵物在保單生效日期或替代寵物生效日期（以較遲者為準）前已存在或出現徵狀的疾病、傷患或身體狀況，而該等徵狀屬保單持有人已知悉或應合理地已知悉。
21. 「**續保**」指就本保單而言，緊接保單屆滿時立即續期。
22. 「**續保日**」指保單續保的日期，並為保單生效日期的每個週年日。
23. 「**替代寵物生效日期**」指明列於本保單的批註中，並按本保單一般條款內「替代身故受保寵物」條款以另一寵物代替為本保單下的受保寵物的生效日期。替代寵物生效日期只在本公司已批准保單持有人根據「替代身故受保寵物」條款提出更改受保寵物的申請時才適用。
24. 「**保障項目表**」指一份列明本保單各項保障的最高賠償額及分項賠償額上限，並構成保單資料頁一部分的項目表。
25. 「**獸醫**」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寵物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保單持有人、保險中介人或保單持有人的僱主、僱員、直屬家庭成員或業務夥伴。
26. 「**獸醫費用**」指因獸醫或獸醫診所提供之治療或服務所已支付的合理及慣常費用。如本公司認為費用過高或不合理，本公司將按當地由具相若水平的獸醫或獸醫診所，針對類似疾病或傷患所提供的相類似的治療或服務所訂立的收費水平調整及支付賠償。
27. 「**等候期**」指由保單生效日期或替代寵物生效日期（以較遲者為準）起計算：
 - a) 就受保寵物因癌症或慢性腎病引致的任何索償：90 天；
 - b) 就受保寵物因受傷引致的任何索償：7 天；

- c) 就受保寵物因非上述a) 或 b)涵蓋的狀況引致的任何索償：30天；

的時期。保障條款第一部分的保障將於相關等候期屆滿後才開始提供。

如在受保期內受保寵物的身份按本條款及細則的一般條款下「替代身故受保寵物」的條文獲更改，替代的受保寵物的相關等候期將在受保期內由替代寵物生效日期起重新計算。

保障條款

受保寵物依據以下的第一至五部分可獲得的所有賠償受限於保單持有人選擇的保險計劃的保障範圍、保障項目表內的最高賠償額上限、每年最高限額、分項上限及投保額，並受本保單之條款、條件、不保事項、自付額及共同保險的條文約束。

第一部分 醫療保障

A) 門診及手術費用

本公司將支付受保寵物於受保期內因疾病或受傷在獸醫診所內招致任何下列之支出：

- X-光檢查、超聲波檢查及化驗費用
- 手術費用
- 手術室費用
- 麻醉師費用
- 人道毀滅費用
- 義肢及輪椅費用
- 雜項費用

B) 住房費用

本公司將支付受保寵物於受保期內因疾病或受傷而需於獸醫診所住院不少於連續12小時之費用。

C) 獸醫診症

本公司將支付受保寵物

- (a) 於受保期內因疾病或受傷而接受獸醫診症時的所有獸醫費用；及
- (b) 於受保期內由獸醫診所就疾病或受傷提供的處方藥物、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第一部分(A) 項保障之任何費用除外。

D) 化療保障

本公司將支付受保寵物於受保期內在獸醫之建議下於獸醫診所進行化療之費用。

E) 行為治療費用

本公司將支付受保寵物於受保期內因受傷被獸醫診斷為患有任何精神或情緒障礙（此部分第(f) 項不保事項除外）而需使用的任何合理和必須的處方藥物，或於訓練中心進行任何合理和必須的培訓的支出。

適用於第一部分之不保事項

本公司將不會負責任何：

- (a) 已存在之狀況；
- (b) 在等候期內就受保寵物所招致的費用作出的索償；
- (c) 處置、火化或殮葬受保寵物的遺體之費用；
- (d) 就受保寵物作治療或一般保健用途所需的營養膳食、特別膳食、日常膳食、維他命、礦物質補充劑、居所及沐浴用品之費用；
- (e) 與治療先天性疾病相關之費用；

- (f) 有關治療行為問題之培訓費用；
- (g) 治療隱匿症之費用；
- (h) 與下列治療有關之費用：
 - 牙科（因意外而需接受的牙科治療除外）；
 - 懷孕、分娩或配種或繁殖及其任何併發症；
 - 器官移植；
 - 非必要就醫及整容手術；
- (i) 例行及預防性治療、預防疫苗、絕育、結紮、例行狼爪移除、滅蚤及防蚤、杜蟲、美容及修甲或上述治療引起的任何併發症；
- (j) 獸醫收取之行政費用，包括但不限於因處理保單持有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。

第二部分 第三者責任保障

保單持有人及 / 或其家屬如在受保期內因下述事故：

- (a) 受保寵物引致第三者意外死亡、身體受傷或生病；及 / 或
- (b) 受保寵物引致第三者財物意外遺失或受損，

而負上法律責任並要作出賠償，本公司將向保單持有人及其家屬作出賠償。為免存疑，保單資料頁內列明之最高保障金額包含任何索償之抗辯及和解引起的所有法律訴訟費用及開支。

適用於第二部分之不保事項

本公司將不會負責：

- (a) 每次及每項索償之首港幣3,000元；
- (b) 由保單持有人、家屬、任何與保單持有人同住或為保單持有人服務之人士擁有、託管、照顧或控制之財物之任何遺失或損壞；
- (c) 保單持有人、家屬、任何與保單持有人同住或為保單持有人服務之人士意外身體受傷或染病；
- (d) 罰款、附加費或過期罰款；
- (e) 懲罰性、加重性或懲戒性的損害賠償；
- (f) 由於或涉及受保寵物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；
- (g) 與保單持有人之專業、職業或業務有關之事件引起之任何索償；
- (h) 保單持有人根據任何合約或協議須承擔之責任，除非在該等協議不存在情況下保單持有人仍須承擔此等責任。

第三部分 殮葬服務費用

於受保期內本公司將為受保寵物的遺體支付火化、殮葬服務費用及 / 或獸醫或殮葬服務提供者收取之手續費。

適用於第三部分之不保事項

本公司將不會負責：

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

第四部分 緊急寄宿

如保單持有人於保單生效時住院多於連續4天，本公司將支付在保單持有人住院期間其受保寵物於寄養所所產生必要的寵物託管費用，惟寵物託管服務必需在保單持有人入住院當天或之後

發生。如寵物托管的日期橫跨了兩個保障期，本公司將根據各自的保障期支付實際寵物托管費用。有關賠償限額需受限於每個保障期的最高限額。

適用於第四部分之不保事項

本保障將不賠償任何因以下情況所引致或於以下情況有關之損失：

- (a) 如保單持有人因以下情況下住院：
 - (i) 整形手術或其他並非屬醫療必要的治療、測試或手術；
 - (ii) 懷孕；或
 - (iii) 任何已存在或可預知的狀況或疾病；或
- (b) 並未根據香港法例第139I章公眾衛生(動物)(寄養所)規例領取動物寄養所牌照的寵物寄宿設施；或
- (c) 如本公司能合理地預期保單持有人的家屬可以在保單持有人住院期間照顧受保寵物。

第五部分 海外保障

本公司將於下列情況，根據本保單第一、二及三部分條款為受保寵物提供額外保障：

當受保寵物與保單持有人或家屬

- (a) 外遊或
- (b) 暫時身處香港以外的地方，

而該逗留不超過 90 天 (以每個旅程計並由出發日起計算，並包括檢疫隔離時間在內)。惟本公司就保單本部分作出之賠償金額將不會超過保單資料頁內載明本保單第一、二及三部分之有關賠償金額上限。

適用於第五部分之不保事項

在下列情況下，本公司將不會負責：

- (a) 未能出示由提供治療的獸醫簽署之收據 (須註明其地址及電話) 作支持證明的費用；
- (b) 為受保寵物接受醫療或外科治療的旅程中所招致的費用；或
- (c) 有違獸醫勸喻的旅程中所招致的費用。

一般不保事項

下列不保事項適用於本保單的所有部分。本保單不保障下列各項：

- (a) 涉及任何未載明於保單資料頁內的寵物之任何索償；
- (b) 涉及任何用作商業守衛、競賽、搜尋與拯救、海關與檢疫、實驗室測試或實驗、商業配種 / 繁殖或任何其他商業用途的寵物之任何索償；
- (c) 就任何未能在接受治療前利用(i)微型晶片 (適用於狗隻及貓隻) 或(ii)疫苗注射紀錄卡或其他相關醫療報告 (只適用於未有植入微型晶片的貓隻) 明確辨認身份的寵物而言，該治療招致的任何費用；
- (d) 涉及任何根據《危險狗隻規例》(香港法例第167D章) 定義為已知危險狗隻、格鬥狗隻或大型狗隻之任何索償；
- (e) 受保寵物於保單生效日期或替代寵物生效日期 (以較遲者為準) 前已罹患之身體不適、疾病或狀況之復發或延續之任何索償；
- (f) 任何相應而生的損失；
- (g) 任何由獸醫以外之人士提供之治療或服務所招致的費用；

- (h) 就任何因保單持有人、家屬、任何與保單持有人同住或為保單持有人服務之人士蓄意、惡意、不法、魯莽或故意的行為或嚴重疏忽而引起的患病、傷患或法律責任有關的索償；
- (i) 就任何因戰爭 (不論已宣戰與否)、侵略、外敵行動、內戰、革命、內亂、為軍隊、警隊或執法機構執勤而患病或傷患之索償；或
- (j) 就任何因核裂變、核聚變或放射性污染直接或間接引起的患病、傷患或法律責任之索償。

無索償折扣

如本公司於下表所述之個別無索償期內未曾或無須就本保單支付任何保障，保單持有人於續保本保單時所應繳付之保費可獲得相應折扣率之扣減：

無索償折扣表

緊接續保前之無索償期	折扣
1年	5%
連續2年	10%
連續3年	15%

如在保單持有人就本保單以無索償折扣續保後，本公司才支付或須支付該受保寵物於上一個受保期內產生的索償，保單持有人必須在本公司發出繳費通知後 21 天內向本公司償還折扣差額。除非本公司收到該折扣差額，否則本公司不會支付任何保單下的保障利益。

一般條款

1. 合約詮釋

- (a) 在本保單中，表示單一性別的詞包含所有性別；單數詞包括複數涵義，反之亦然。
- (b) 所有標題乃為方便而設，不會影響對本保單的闡釋。
- (c) 本保單內所有時間均指香港時間。
- (d) 除非於本保單附載的批註內另有規定，若本保單與本公司其他文件之條款及細則出現任何抵觸，將以此條款及細則為準。
- (e) 除非另有註解，否則本保單內所用之詞語具有此條款及細則之釋義部分所載明的涵義。

2. 取消保單

- (a) 本公司可按保單持有人最後登記的地址，以掛號郵件方式向保單持有人發出不少於 7 天通知以取消本保單。本公司將就餘下之受保期按比例向保單持有人退還保費。
- (b) 保單持有人可於任何時候向本公司發出不少於 7 天的書面通知以取消本保單。在未有就本保單提出任何索償之前提下，保單持有人可獲得退還部分保費，退還的價值相等於已付的保費在扣除本公司按本保單已到期的受保期及短期保費率 (如下述短期保費率表所示) 所計算出的應收保費*後的餘額。

短期保費率表

受保期		將被收取之保費*	
不超過	1 個月	每年保費之	20%
	2 個月		30%
	3 個月		40%
	4 個月		50%
	5 個月		60%
	6 個月		70%
6 個月以上		每年保費之全數	

*應收保費將受限於保單資料頁內所列之最低保費

3. 錯誤申報年齡

在不損害本公司於失實陳述及欺詐情況下之權利，若保單持有人在投保申請文件或任何隨後向本公司提交的文件內錯誤申報受保寵物之年齡，本公司可根據受保寵物的正確年齡調整保費（不論過去或未來之保費）。除非已支付調整的保費，本公司將不會支付賠償。

凡受保寵物之正確年齡未能符合受保的資格，本公司有權宣告本保單無效或拒絕提供保障予受保寵物。若保單持有人在未能根據本公司的規定符合受保寵物資格的情況下獲支付賠償，保單持有人必須即時償還任何已支付的賠償予本公司。本公司之責任僅限在扣除在本保單下所有就該受保寵物已支付的保障後無息退還所有就相關保障已繳付之保費。

4. 失實陳述 / 欺詐

倘若保單持有人的申請表格、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，則本保單內的保障將於本保單生效當日起視為無效。

5. 防止損失

- 保單持有人及家屬應採取一切合理之預防措施防止意外發生，並遵行法律及 / 或其他責任與規例。
- 保單持有人及家屬必須時刻向受保寵物提供合理之照顧，並確保受保寵物健康、不會在知情的情況下讓受保寵物暴露於可引致其受傷或患病的環境。如受保寵物生病或受傷，保單持有人必須採取一切合理步驟使其盡快得到治療和痊癒，以減少併發症的出現、及防止有關傷病之復發、並避免受保寵物的傷病或情況惡化。倘保單持有人未履行照顧受保寵物之責任，保單持有人就治療受保寵物而提出之索償有可能被拒絕。

6. 受保寵物的擁有人

保單持有人必須為有關受保寵物之唯一擁有人。在任何情況下，不論受保寵物是否為保單持有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保單持有人為該受保寵物之唯一擁有人。

7. 受保寵物的住所地址

受保寵物必須在任何時候均於保單持有人在投保申請表格或書面更改通知內申報之住所地址受保單持有人或家屬照顧。

8. 植入晶片

就受保狗隻而言，由本保單生效日期或替代寵物生效日期（以較遲者為準）起及於整個受保期間，該受保狗隻必須根據法例植入晶片及領牌。

9. 替代身故受保寵物

在符合下列條件的前提下，保單持有人可於受保期內因本來的受保寵物不幸身故而以另一隻寵物替代為本保單下的受保寵物一次：

- 擬替代寵物的品種的保費率必須與已故受保寵物的保費率相同（每一品種的保費率由本公司不時釐定及決定）；
- 在有關替代生效前，替代申請必須獲得本公司批准及確認，並由本公司簽發批註作為證明；
- 所有其他條款、細則及不保事項將適用於替代的受保寵物。

為免存疑，(i) 本公司就兩隻受保寵物作出之最高合計賠償額將不會超過保單資料頁內載明之賠償額上限；及(ii) 於每個受保期內只可以更改受保寵物身份一次。

10. 保障更改

保單持有人只可於提交續保申請時要求轉換計劃級別，惟須得到本公司的批准。如保單持有人要求轉換至較高的計劃級別，有關申請須經核保部同意。

11. 法規

本保單於香港簽發，並受香港法律規管並按其詮釋。

12. 仲裁

由本保單引致的所有糾紛或爭議，均須根據《仲裁條例》（香港法例第 609 章）進行仲裁。若雙方未能就仲裁員的選擇達成協議，則由香港國際仲裁中心當時的主席指派一位仲裁員。

13. 代位權

本公司有權以保單持有人的名義，對可能須就引致本保單提出索償的事故負上責任的第三者進行追討，有關費用將由本公司承擔，而所討回的款項亦歸本公司所有。保單持有人須在追討行動中與本公司充分合作。

14. 通知

向本公司提供的所有通知必須以書面發出，並送達本公司的地址。除非由本公司的授權代表正式簽署，否則就本保單（包括其任何批註）作出的任何更改均屬無效。

15. 保障終結

除非獲本公司續保，否則本保單的保障將於受保期到期時終結。若受保寵物在保單終結時仍留院，則本保單提供之保障將延至受保寵物康復出院或該保障額已經用完時終結，以較早者為準。

16. 終止保單

本保單將在下列情況自動終止，以較早者為準：

- 當保單持有人取消本保單或當本保單因沒有繳付保費或根據此條款及細則一般條件中之錯誤申報年齡條款或失實陳述及 / 或欺詐條款（按情況而定）所列的情形被取消；或
- 本保單最後一名在生之受保寵物身故當日。

17. 續保

受本公司享有終止本保單權利之條款約束下，於保單期屆滿時，本保單將按本公司因應每次續保時所提供的利益及保障範圍而釐定的保費及施加的條款並在本公司成功收取保費後自動續保至下一個受保期。如符合上述規定，本公司保證受保寵物可續保至 13 歲。任何 13 歲以上之續保須經核保審批。本公司將保留於續保時修改保障利益、保費、條款及細則，及對本保單作出更改的權利。如本公司決定終止或暫停提供本計劃，本公司將盡量安排受保寵物轉投保至另一份寵物保險計劃。

倘若保單持有人不同意續保，他可於本保單續保日當日起計 30 天內（「冷靜期」）向本公司發出書面通知以取消該續保，而本保單將會於緊接該續保前之受保期屆滿時終止。如 a) 本保單於該冷靜期內並無任何索償*及就該續保向受保寵物繕發的優惠券（如有）於冷靜期內從未被使用及已被退還予本公司，保單持有人將可獲全數退還就該續保已繳付之保費。

* 除非冷靜期內所作出的索償是用作賠償於本保單終止前符合索償資格的費用

本公司將不時修訂本保單提供之保障項目。本公司將於不少於續保日(即該等修訂生效日)前30天以書面通知閣下有關之修訂,並列明包括但不限於經修訂之保單資料頁、新保費及其生效日期。本公司將按當時適用之收費基礎釐定新保費。除非保單持有人以書面拒絕,否則新保費及保障將由續保通知書內訂明之日期起生效。倘擁有人以書面拒絕接受新保費,保單將於擁有人發出書面通知後之下一個保費到期日自動終止。

本公司亦保留停止發售或中止本計劃,或修改本保單之保障、保費、條款及細則,及對本保單作出更改的權利。若本公司決定停止發售或中止本計劃,本公司將致力為受保寵物轉換至另一個可供選擇的保險計劃。

18. 法律規定保證

保單持有人須遵守及奉行政府當局訂定與受保寵物有關的所有條例、規定及守則,以及任何其他法律責任。

19. 利益喪失

本保單的所有利益在下列情況下將會喪失:

- (a) 如受保寵物本身或由任何人士代其阻礙本公司行使其權利;
- (b) 如在索償被拒絕後,未有在拒絕索償後起計 12 個月內展開仲裁;
- (c) 任何於損失或損毀發生後之 12 個月期滿後進行的索償,除非該項索償仍待法律訴訟或仲裁解決;
- (d) 如任何損失或損毀乃由受保寵物的任何蓄意、故意或魯莽行為造成;
- (e) 如任何損失或損毀乃由受保寵物的惡意行為或因故意破壞他人財物造成。

20. 放棄索償

本公司拒絕就本保單之索償作出賠償,而該項索償並未於拒絕賠償日期起計12個月內由保單持有人根據上文交付仲裁,則該項索償就各方面而言將被視為放棄論,且日後不能再提出索償。

21. 對第三者的訴訟

如保單持有人就任何原因對本保單所指定的醫療服務機構或人員提出訴訟要求賠償,包括但不限於受保寵物根據本保單之條款在接受治療或檢查時因對方失職、治療不當、專業失當或與該治療或檢查相關之其他原因引起的訴訟,本保單中並無任何條款可致使本公司須就有關訴訟作出彌償、加入其中,作出回應或答辯。

22. 可分割性

若本保單內的任何條款或條款之任何部份因任何原因被認為不能執行或無效,在容許之範圍內,該條款之餘下部份與本保單內其他任何條款之可執行性或有效性將不會受該條款或該部份所影響。

23. 第三者權利

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。

24. 付款貨幣

本公司將按照保單資料頁內所指定的貨幣或如無指定則以港幣收取或繳付所有款項。所適用的貨幣兌換率由本公司參考現行的市場匯率後全權釐定。

25. 語言

本保單之中文版本僅作參考。英文版本與中文版本之間如有任何差異,均以英文版本為準。

26. 制裁限制及不保條款—特此聲明並同意,儘管本保單中有任何相反的規定:

- (a) 如果保單持有人或其他與本保單有關的任何個人或實體令本公司面臨受到或即將受到根據聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制的風險或(本公司認為)可能令本公司面臨受到或即將受到任何前述的制裁、禁制或限制的風險,則本公司可在發出由本公司決定的書面通知時或後隨時終止本保單(無論是否自本保單生效日起計)。此後,本公司無需再與保單持有人及/或其他與本保單有關的任何個人或實體進行任何業務往來,包括但不限於根據本保單支付或收取任何款項。
- (b) 在不影響上文第(a)段的前提下,如果提供保險、支付賠償或提供保障令本公司面臨受到聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制,或令本公司面臨受到任何前述的制裁、禁制或限制的風險,則本保單不應被視為提供保險,而本公司亦無責任支付任何賠償或提供任何保障。

27. 文書錯誤

任何文書錯誤不會令生效的保單因而失效,或令失效的保單因而生效。

索償條款

- 1. 如索償時出現欺詐成分或蓄意誇大事實,或保單持有人或其代表申請本保單下的保障時使用任何欺詐方法或策略,本公司並無責任作出任何賠償。
- 2. 在未經本公司書面同意前,保單持有人不得承認責任、作出賠償承諾、作出或接受任何建議。本公司可選擇並有權行使任何權利並代表保單持有人就任何索償作出抗辯、達成和解協議或處理索償,而保單持有人須向本公司提供所有本公司需要之一切有關資料及協助。
- 3. 保單持有人必須容許本公司查閱所有獸醫醫療記錄。
- 4. 本公司或本公司之代表將會就索償達成協議與保單持有人直接交涉。
- 5. 就本保單承保之任何風險、損失或責任之索償而言,如有任何其他保險或來源承保,本公司將不須承擔有關責任(超過其他保險或來源之保額上限部分則除外)。
- 6. 保單持有人必須自費以書面方式提交本公司所要求的事件發生經過、所有資料證明及證據。所有索償必須由令本公司滿意的書面證明支持。尤其是本公司會要求提供以(i)微型晶片(適用於狗隻及貓隻)或(ii)疫苗注射紀錄卡或其他相關醫療報告及其擁有人之姓名(只適用於未有植入微型晶片的貓隻)確認受保寵物之身份證明及下列之證明文件。
 - (a) 就本保單之保障條款第一、三、四及五部分之索償,保單持有人須遵守以下各項:
 - (i) 所有索償必須於事發後30天內以書面向本公司提出。
 - (ii) 開列詳細之發票及收據之正本必須與填妥之索償表格一併交回。複本恕不接受。
 - (iii) 保單持有人及負責診治之獸醫均須填寫及簽署索償表格。

- (b) 就本保單之保障條款第二部分之索償，保單持有人須遵守以下各項：
- (i) 保單持有人須立即以書面知會本公司可能引致之索償之事件，詳述事件之性質及情形。
 - (ii) 保單持有人須或保單持有人須促使家屬（如適用）於收到所有索償文件、傳票、法庭文件、或其他法律書信往來時立即將之交予本公司。
 - (iii) 如有任何臨近之檢控研訊或致命事故，保單持有人須立即知會本公司。
 - (iv) 在未經本公司書面同意前，保單持有人不得或保單持有人須促使家屬（如適用）不得承認責任、作出賠償承諾、作出或接受任何建議。
 - (v) 保單持有人須或保單持有人須促使家屬（如適用）向本公司提供所有本公司需要之一切有關資料及協助。
7. 如有違反本保單的條款及條件，本公司有權拒絕代表保單持有人就任何第三者提出的索償作出抗辯。
8. 未填妥的索償表格將退回予索償人而資料或文件不足會對索償申請的處理造成延誤。
9. 保單持有人不得在本公司收到所有本保單所需的索償證明當日後的 60 天內就本保單向本公司展開仲裁。
10. 倘本公司有權拒絕履行本保單的賠償責任，保單持有人必須應要求向本公司全數退還任何根據本保單支付的賠償金額。
11. 如本公司未能在提出書面要求 60 天內收妥所需索償資料，本公司將不會對有關索償承認責任，而該索償在其後將視作放棄論。
12. 如本公司於賠償時未知悉本公司有權拒絕代表保單持有人及 / 或其家屬因觸犯或違反本保單的條款及條件而令其變得不合資格或喪失獲賠償的權利，所有已支付的賠償應按本公司要求而全數退還給本公司。