

HONG LEONG PET INSURANCE

This Policy, the Certificate of Insurance and any Endorsement or Memoranda thereon shall be considered one document (together "Policy") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Whereas:

1. The Insured by an application form or statements made to the Company, including a declaration made to the Company, which shall be the basis of and shall form part of this Policy, has applied for insurance; and
2. Hong Leong Insurance (Asia) Ltd ("Company") has agreed to provide such insurance.

The Company agrees only on the basis of the Terms and Conditions contained in this Policy to provide insurance cover to the Insured for those risks insured against to the extent and in the manner stated in this Policy and the Certificate of Insurance and subject to payment of the relevant premium.

Part 1 – Definitions

1. **'Accident'** means an unforeseen, sudden and unintended event which occurs during the Period of Insurance and is caused by violent, external and visible means.
2. **'Certificate of Insurance'** means the document attached to this Policy that sets out the names and details of the Insured and the coverage provided.
3. **'Communicable Disease'** means any diseases which can be transmitted by means of any substance or agent from any organism to another organism where:
 - (a) 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
 - (b) 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
 - (c) 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.
4. **'Company/We'** means Hong Leong Insurance (Asia) Limited.
5. **'Co-payment'** means a fixed percentage (as specified in the Certificate of Insurance) of eligible claim expenses that the Insured must bear under Section 1 and Section 4 of this Policy. For each claim, the Insured shall pay the Co-payment percentage, and the Company shall indemnify the remaining amount.
6. **'Effective Date'** means the date specified in the Certificate of Insurance or Endorsement on which the insurance cover commences.
7. **'Endorsement'** means a formal amendment or addition to this Policy issued in writing by the Company. An Endorsement forms an integral part of this Policy upon issuance and shall override any conflicting terms in the original Policy.
8. **'Euthanasia'** means the deliberate ending of the life of the Insured Pet suffering from a terminal or incurable condition, through lethal injection or withdrawal of life-sustaining medical treatment, when certified and recommended by a Vet.
9. **'Excess'** means the fixed amount (as specified in the Certificate of Insurance) that shall be the first amount deducted from each claim under Section 2 of this Policy, which the Insured bears before the Company pays any remaining benefit.
10. **'Hong Kong'** means the Hong Kong Special Administrative Region of the People's Republic of China.
11. **'Household Family'** means the Insured's parents, siblings, spouse, children, and other relatives who are normally and permanently residing with the Insured at the same residence, including domestic helpers.
12. **'Immediate Family Member'** means the Insured's parents, siblings, spouse, children, parents-in-law, grandparents, grandparents-in-law, grandchildren, or fiancé(e), regardless of residency.
13. **'Illness'** means any physical disease, sickness, abnormality, infection or failure of bodily function which is not caused by Injury to the Insured Pet and first manifests itself during the Period of Insurance.
14. **'Injury'** means any physical harm to the Insured Pet caused solely and independently by an Accident, excluding 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.
15. **'Insured'** means the person in whose name this Policy is issued and who is named in the Certificate of Insurance.
16. **'Insured Pet'** means any dog or cat identified in the Certificate of Insurance as the Insured Pet under this Policy. The Insured Pet must be at least 6 months old but less than 9 years of age at the time of application.
17. **'Maximum Limit'** means the maximum aggregate benefit payable under each Section of this Policy during a Period of Insurance as stated in the Coverage Outline of the Certificate of Insurance. Each Section has its own independent Maximum Limit, and claims under one Section do not reduce the Maximum Limit available for other Sections.
18. **'Miscellaneous Expenses'** means any reasonable and necessary expenses for prescribed drugs, injections, dressings and other medical services and supplies directly related to a surgery or confinement, but excluding any expenses incurred after discharge from confinement or during any follow-up treatment.
19. **'Period of Insurance'** means the period of time specified in the Certificate of Insurance, commencing on the Effective Date and ending on the expiry date stated therein, during which this Policy remains in force and provides coverage for the Insured Pet. Each renewal of this Policy creates a new Period of Insurance.
20. **'Pre-existing Condition'** means any sickness, injury or physical condition in respect of the Insured Pet which existed prior to the Effective Date and of which the Insured has been aware or should have reasonably been aware because the Insured Pet displayed signs or symptoms thereof.
21. **'Renewal'** means the continuation of this Policy for a new Period of Insurance following expiry of the current Period, subject to the Company's acceptance and successful receipt of renewal premium. Renewal creates a new separate Period of Insurance with potentially revised terms. The Policy will automatically terminate if not renewed by the renewal date.
22. **'Sub-limit'** means the specific maximum benefit for a covered service, treatment type or expense category within a Section. All Sub-limits are inclusive of, not in addition to, the Section's Maximum Limit.
23. **'Vet'** means a legally licensed veterinarian or specialist veterinarian who:
 - (a) is 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, is registered with the body of equivalent standing;
 - (b) is legally authorized to render veterinary services or practice veterinary surgery in the locality where the treatment is provided to the Insured Pet; and
 - (c) is not the Insured, an insurance intermediary, an employer, an employee, an Immediate Family Member or a business partner of the Insured.
24. **'Vet Expenses'** means reasonable and customary expenses paid for treatment or services provided by a Vet or licensed Vet clinic or hospital. If fees are deemed excessive or unreasonable, the Company will adjust benefits to reflect standard fees for similar services in the relevant locality.
25. **'Waiting Period'** means a specified period commencing from the Effective Date during which no benefit shall be payable under Section 1 of this Policy for claims arising from the following conditions affecting the Insured Pet:
 - (a) Cancer or chronic renal disease – 90 days;
 - (b) Injury – 7 days;
 - (c) All other conditions – 30 days.Benefits under Section 1 of this Policy shall be available only after expiry of the applicable Waiting Period for the condition claimed.

Part 2 – Coverage

Territorial Limit - All benefits described in this Policy are applicable anywhere within Hong Kong only, except that benefits covered under Section 5 shall be extended to worldwide.

Policy Benefit - The benefits described in Sections 1-5 will be paid only up to Maximum Limit and Sub-limit.

Section 1

Medical Expenses

A) Clinical and Surgical Expenses

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

- Surgical Fee

- Operating Theatre Fee
- Anaesthetists Fee
- Euthanasia Fee
- Prosthesis or Wheelchair Expenses
- Miscellaneous Expenses
- 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)

B) Veterinary Consultation

We shall cover the Insured Pet for:

- all Vet Expenses for 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 or hospital during the Period of Insurance for Illness or Injury, excluding drugs related to surgery or any expenses covered under Section 1A) of this Policy.

C) Room and Board

We shall cover the expenses incurred for the confinement of the Insured Pet in a licensed Vet clinic or hospital for no less than 12 consecutive hours as a result of Illness or Injury occurring during the Period of Insurance.

D) Chemotherapy Benefit

We shall cover the Insured Pet for the cost of chemotherapy treatment incurred on the recommendation of a Vet in a licensed Vet clinic or hospital.

E) Behavioral and Emotional Disorder Treatment

Without prejudice to the Exclusion (f) of Section 1, We shall cover the Insured Pet for reasonable and necessary expenses for the following, provided the condition arises as a direct result of an Injury sustained by the Insured Pet and is diagnosed by a Vet:

- prescribed drugs or medication specifically recommended for the treatment of mental, emotional or behavioral disorders; and
- behavioral training or therapy services provided by a licensed training center or qualified behavioral specialist.

A Co-Payment applies to all claims under this Section.

Exclusions for Section 1

We shall not be liable for any:

- claims arising from Illness or Injury that first manifests or occurs during the relevant Waiting Period;
- Pre-Existing Conditions;
- diet foods, special diet, pet foods, vitamins, mineral or nutritional supplements, housing, bedding and bathing need for the treatment or general well-being of the Insured Pet;
- charges in respect of disposal, cremation or burial of the Insured Pet;
- costs of any treatment related to:
 - hereditary and congenital conditions;
 - pregnancy, birth or breeding and any complications thereof;
 - organ transplantation;
 - spaying and neutering;
 - dental treatment or dental disease and any related complications, except dental treatment directly and solely due to an Accident.
- fees for the treatment relating to training or therapy for behavioral problems;
- fees for the treatment for cryptorchidism;
- vaccination, routine examinations, microchipping, 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;
- medical conditions that can be prevented by vaccinations, including but not limited to rabies, hepatitis, heartworm;
- treatments that are not medically necessary and recommended by a Vet;
- experimental treatment of medicine;
- charges in respect of Chinese medicine, acupuncture, chiropractor sessions, animal communication;
- 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

Liability Protection

We shall pay this benefit if the Insured and/or his/her Household Family incur legal liability to a third party, which is caused by the Insured Pet during the Period of Insurance for:

- accidental death, bodily injury or illness to a third party; and/or
 - accidental loss of or damage to third party's property.
- For the avoidance of doubt, the Maximum Limit is inclusive of all legal costs and expenses incurred in the defense, negotiation, mediation and settlement of any claims.

Exclusions for Section 2

We shall not be liable for:

- the Excess amount of each and every claim;
- accidental bodily injury to or illness contracted by the Insured, the Household Family, or any person residing with or in the service of the Insured;
- loss of or damage to third party's property in the ownership, custody, care or control of the Insured, the Household Family, or any person residing with or in the service of the Insured;
- 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;
- liability arising directly or indirectly from:
 - willful or malicious acts or criminal activity in relation to the Insured Pet;
 - the pursuit by the Insured or the Household Family of any trade business, profession or employment;
 - the transmission of any Communicable Disease or virus by the Insured or the Household Family;
 - pollution or contamination;
 - the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid or gas unless such occurrence is sudden, unexpected and unintended;
 - the generation of any odor, noise, vibration, light, electricity radiation, change in temperature or any other sensory phenomenon.
- punitive, aggravated or exemplary damages;
- fines, penalty, surcharge or late payment;
- any liability assumed by the Insured under any contract or agreement unless such liability would have attached in the absence of such agreement.

Section 3

Final Farewell Assistance

We shall reimburse reasonable and necessary expenses for the following services arranged for the Insured Pet's remains during the Period of Insurance:

- cremation services;
- funeral or memorial services; and
- related handling and processing of the remains.

Exclusions for Section 3

We shall not be liable for:

- transportation or courier charges unless arranged through the Vet or approved funeral service provider;
- permanent interment costs including niche fees, burial plot charges, or any ongoing maintenance fees for burial grounds or columbaria.
- any costs, fees or expenses for any post-mortem, necropsy or autopsy examination of the Insured Pet, whether conducted for diagnostic, legal, research or any other purpose.

Section 4

Temporary Care Support

We shall reimburse reasonable pet sitting expenses necessarily incurred for the Insured Pet at a licensed pet sitting facility in Hong Kong if:

- the Insured is hospitalized for more than 4 consecutive days while this Policy is in force; or
- the Insured is delayed in returning to Hong Kong from overseas travel for more than 4 consecutive days due to terrorist attack, natural disaster, or aircraft mechanical or structural failure.

Pet sitting must commence on or after the date of the Insured's hospital admission or travel delay. If pet sitting spans two Periods of Insurance, benefits will be apportioned based on the dates the expenses were incurred, and each period's benefits shall be subject to that period's Maximum Limit.

A Co-Payment applies to all claims under this Section.

Exclusions for Section 4

We shall not be liable for any loss if:

- the Insured's hospitalization arises from:
 - pregnancy;
 - any pre-existing or foreseeable condition or illness; or
 - cosmetic surgery or any treatment, test, or procedure not medically necessary.
- the facility does not hold a valid Boarding Establishment License under the Public Health (Animals) (Boarding Establishment) Regulations (Cap. 139I); or
- the Household Family is reasonably capable of caring for the Insured Pet.

Section 5

Extended Overseas Protection

We shall extend coverage under Sections 1, 2, and 3 for the Insured Pet when the Insured or the Household Family :

- travels with the Insured Pet; or
- is temporarily located outside of Hong Kong with the Insured Pet; to any country outside of Hong Kong for a maximum of 90 consecutive days per trip from the date of departure, including any quarantine period. The total liability of the Company under this Section shall not exceed the respective Maximum Limits of Sections 1, 2, and 3.

Exclusions for Section 5

We shall not be liable for:

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

Part 3 – General Exclusions (Applicable to all Sections)

We shall not cover the following:

1. Pet Identification and Eligibility Requirements

- (a) any claims involving any pet not specified in the Certificate of Insurance;
- (b) any claims involving any Insured Pet that is not positively identifiable prior to receiving treatment which results in a claim, 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, applicable only to cats without microchip.
- (c) 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.

2. Prohibited Use of Pet

any claims involving any Insured Pet used for commercial purposes, including but not limited to: commercial guarding, racing, search and rescue, customs and quarantine, laboratory testing or experiment, commercial breeding, or any other commercial purposes.

3. Pre-Existing and Recurrent Conditions

any claims involving the recurrence or continuation of illness, disease or any condition from which the Insured Pet previously suffered before the Effective Date.

4. Treatment Requirements

any claims for treatment and services provided by any persons other than a Vet.

5. Consequential Loss

any consequential loss in relation to the Insured Pet's death and illness.

6. Willful Acts and Gross Negligence

any claims for illness, injury or legal liability caused by any willful, malicious, unlawful, reckless or deliberate act or gross negligence of the Insured, the Household Family, or any person residing with or in the service of the Insured.

7. War and Civil Unrest

any claims for illness or injury occasioned by:

- (a) war, whether declared or not;
- (b) invasion or acts of foreign enemies;
- (c) civil war, revolution or civil unrest;
- (d) performing duties as a member of armed forces, police, or law enforcement agencies.

8. Nuclear and Radiation Hazards

any claims for illness, injury or legal liability directly or indirectly caused by or contributed to or arising from nuclear fission, nuclear fusion or radioactive contamination.

9. Sanctions Exclusion

The Company will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions laws or regulation which would expose the Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

Part 4 – No Claim Discounts

How No Claim Discounts Work

The Company rewards Insured for claim-free Periods of Insurance by reducing the renewal premium based on the length of the claim-free period:

Consecutive Claim-Free Years	Premium Discount
1 year	5%
2 years	10%
3 or more years	15%

Automatic Application

If no claims have been submitted or paid during the Period of Insurance immediately before Renewal, the discount is automatically applied to Insured's renewal premium.

Discount Recovery Provision

If the Insured renews at a discount and then submits a claim for an event that occurred during the previous Period of Insurance, Insured must repay the discount amount to the Company within 21 days of invoice. The Policy will not provide benefits until this amount is repaid.

No Claim Discount Reset

Any claim submitted during a Period of Insurance resets the Insured's claim-free discount to zero. Insured will need another full year of no claims before becoming eligible for a discount at the next Renewal.

Part 5 – Claims Provisions

1. General Obligations

(a) Notification Requirements

Upon the occurrence of any event that may give rise to a claim under this Policy, the Insured shall:

- (i) immediately provide written notice to the Company with full particulars of the occurrence;
- (ii) for claims under Sections 1, 3, 4 and 5, notify the Company in writing within 30 days of the incident.

(b) Cooperation and Information

The Insured shall provide the Company with all information and assistance as the Company may reasonably require, including:

- (i) written details of the circumstances of the loss;
- (ii) all certified information and evidence as requested by the Company;
- (iii) access to all veterinary medical records of the Insured Pet;
- (iv) proof of the Insured Pet's identity by means of:
 - a microchip applicable to dogs and cats; or
 - vaccination record or other relevant medical report of the Insured Pet and the name of its owner, applicable only to cats without microchip.

(c) Documentation and Evidence

All claims shall be supported with documentary proof satisfactory to the Company. The Insured must, at the Insured's own expense, furnish:

- (i) for claims under Sections 1, 3, 4 and 5:
 - the original itemized invoice and receipt of payment;
 - claim form signed and completed by both the Insured and the attending Vet.
- (ii) for claims under Section 2:
 - all letters of claim, writs of summons or legal documents immediately upon receipt;
 - notice of any impending prosecution, inquest or fatal injury immediately upon knowledge thereof.

2. Company's Rights and Responsibilities

(a) Management and Settlement

- (i) The Company or its authorized representatives shall deal with the Insured directly regarding settlement of any claim;
- (ii) The Company shall be entitled, at its discretion, to take over, exercise any right, and conduct in the Insured's name for the defense, settlement or handling of any claim. The Insured shall provide full cooperation in this regard;
- (iii) The Company shall be entitled to decline to take over the conduct of the defense of any third party claim (Section 2) if there has been a breach of the Policy's terms and conditions.

(b) Admission and Offers

- (i) The Insured must not make any admission of liability, promise of payment, or accept any offer without the Company's prior written consent;
- (ii) For Section 2 claims, the Insured shall not, or shall procure the Household Family if applicable to not, make any admission of liability, promise of payment, or accept any offer without the Company's prior written consent.

(c) Other Insurance or Sources

If, at the time any claim arises under this Policy, there exists 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.

3. Procedural Requirements and Timeframes

(a) Processing Timeframes

- (i) The Company will not accept liability for any claim if the required information is not received within 90 days from the issue date of any written request for information from the Company. The claim will thereafter be deemed to be abandoned;
- (ii) No legal action 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;
- (iii) Insufficient or incomplete supporting information or documentation will result in delays in processing the claim.

4. Consequences and Remedies

- (a) **Abandonment of Claims**
If the Company disclaims liability for any claim under this Policy and such claim has not been referred by the Insured to arbitration within 12 months from the date of such disclaimer, the claim shall be considered abandoned and not recoverable.
- (b) **Failure to Meet Requirements**
In the event that the Company is entitled to repudiate or refuse indemnity under this Policy due to the Insured's failure to meet the requirements of this Item, any amounts paid pursuant to a claim under this Policy shall be fully refunded by the Insured to the Company upon its demand.
- (c) **Recovery of Overpayments**
All payments made are repayable to the Company upon demand in the event that the Insured 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 may not have been aware of at the time of payment.

Part 6 – General Conditions (Applicable to all Sections)

1. Terms and Conditions

- (a) Payment of any benefit under this Policy is subject to full compliance with all terms and conditions. The Insured Pet must be continuously insured from the Effective Date without any break in coverage, and any claimed event must have occurred while the Policy was in force.
- (b) The Company reserves the right to alter the terms and conditions during any Period of Insurance as the Company reasonably considers appropriate or if the Policy or the Company are affected by a change in legislation or taxation, or any judicial decision. The Company will give the Insured 30 days written notice of any such alteration. The Insured's continued payment of premium after the Company gives such notice will constitute acceptance of the change.
- (c) Premium rates are not guaranteed and may be increased or varied by the Company:
 - (i) when a material change in risk occurs; or
 - (ii) when there is a general rate increase affecting all Insureds reflecting the Company's actual or anticipated results in this class of business.

2. Interpretation

- (a) Unless the context otherwise requires, words in the masculine gender shall include the feminine, and words in the singular shall include the plural and vice versa.
- (b) Headings are for convenience and reference only and do not form part of the substantive provisions of this Policy.
- (c) Any reference to time in this Policy means Hong Kong Standard Time.
- (d) In the event of any conflict between the terms of this Policy and any other document or material issued by the Company, the provisions of this Policy shall govern.
- (e) Unless expressly defined elsewhere, all capitalized terms used in this Policy shall have the meanings ascribed to them in the Definitions section.

3. Duties of the Insured

- (a) The due observance and fulfillment of all Terms and Conditions and any Endorsements of this Policy is a condition precedent to any liability of the Company. The Company is not liable if the Insured fails to comply with any material obligation under this Policy.
- (b) The truth and accuracy of the application form, proposal and declaration, including all statements and representations made by the Insured, shall be conditions precedent to any liability of the Company. All information provided must be complete, accurate and not misleading.

4. Eligibility

- (a) Unless the Certificate of Insurance specifies otherwise, the Insured Pet (other than cats) must be and remain microchipped throughout the entire Period of Insurance to be eligible for benefits.
- (b) For cats without microchip implantation, the Company shall accept alternative identification documents. Such documents must be submitted with each claim and shall clearly show:
 - (i) The cat's name, breed, sex, date of birth;
 - (ii) The owner's full name, which must match the Insured's name on the Policy;
 - (iii) Documents may include vaccination records, veterinary medical records, or vet receipts.
- (c) Failure to maintain microchip status or provide satisfactory identification documents (for cats only) shall render the Insured Pet ineligible for benefits.

5. Age Limit

- (a) Unless otherwise specified in the Certificate of Insurance, the Insured Pet must be at least 6 months but less than 9 years of age at the time of initial enrollment under this Policy.

- (b) Subject to the Company's underwriting requirements and approval, renewal of this Policy is permitted up to the age of 13 years of the Insured Pet. The Company reserves the right to decline renewal if the Insured Pet exceeds the age of 13 years or does not meet underwriting requirements.
- (c) Age shall be calculated based on the Insured Pet's date of birth as confirmed by the Insured or veterinary records.

6. Owner of the Insured Pet

- (a) The Insured must be the sole owner of the Insured Pet at all times during the Period of Insurance.
- (b) For all purposes under this Policy, the Company shall recognize and treat as the owner only the person named as the Insured in the Certificate of Insurance.
- (c) Regardless of any actual joint ownership or other claims to ownership by third parties, the Company shall not recognize such interests. All policy benefits and claims rights accrue exclusively to the Insured named in the Certificate of Insurance.

7. Residing with the Insured Pet

- (a) The Insured Pet must be under the care and supervision of the Insured or the Household Family at all times during the Period of Insurance.
- (b) The Insured Pet must ordinarily reside at the residential address as last notified to and accepted in writing by the Company.
- (c) Failure to maintain residence at the declared address or to notify the Company of a change may result in denial of claims or suspension of coverage.

8. Change of Insured Pet

- (a) Change of Insured Pet is not permitted during the Period of Insurance. The Policy is issued for the Insured Pet named in the Certificate of Insurance only.
- (b) If the Insured Pet passes away, is permanently lost, stolen, or becomes permanently unable to be insured, this Policy shall automatically terminate upon the date of death or permanent loss. No refund of premium shall be payable for the remaining portion of the Period of Insurance, and no claim can be made for costs relating to the loss of the pet itself.

9. Change in Benefits

- (a) The Insured may request a change of benefit plan only at the annual Renewal of this Policy, subject to the Company's written approval.
- (b) If the Insured requests to increase the benefit plan, the Company reserves the right to require additional medical underwriting of the Insured Pet, which may include veterinary examination and health assessment.
- (c) Any change to benefits shall become effective only upon execution of an Endorsement or issuance of a new Certificate of Insurance reflecting such changes.

10. Renewal

- (a) This Policy shall be renewed annually upon successful receipt of the renewal premium and subject to the Insured Pet not exceeding 13 years of age and the Company's then-current underwriting requirements.
- (b) Renewal is at the sole discretion of the Company. The Company reserves the right to:
 - (i) Revise or modify the benefits, coverage limits, deductibles, and annual limits;
 - (ii) Adjust premium rates;
 - (iii) Modify, add, or delete terms and conditions;
 - (iv) Decline or cease renewal of this Policy.
- (c) If the renewal premium is not paid by the due date, this Policy shall lapse and coverage shall cease.

11. Cancellation of Policy

- (a) **Company's Right to Cancel:**
 - (i) The Company may cancel this Policy by giving not less than 7 days' prior written notice by registered letter to the Insured at the Insured's last known address as held on the Company's records;
 - (ii) The Company shall refund to the Insured a proportionate part of the premium corresponding to the unexpired Period of Insurance, calculated on a daily pro-rata basis;
 - (iii) Proof of posting the registered letter shall be sufficient evidence of notice having been given.
- (b) **Insured's Right to Cancel:**
 - (i) This Policy may be cancelled at any time by the Insured by giving not less than 7 days' prior written notice to the Company using one or more of the following methods:
 - by registered letter addressed to the Company at the address specified in the Certificate of Insurance
 - by email via the contact details on the Company's website shown in the Certificate of Insurance
 - by hand delivery to the Company's office with a dated receipt obtained and retained by the Insured

- (ii) The Insured should retain a copy of the cancellation notice and proof of sending for their records;
- (iii) The cancellation becomes effective upon actual receipt of the written notice by the Company;
- (iv) Provided that no claim has been made under this Policy, the Insured shall be entitled to a partial refund of premium according to the Short Period Rate Table below.

Short Period Rate Table

Covered period	Premium to be refunded*	
Not exceeding	1 month	80%
	2 months	70%
	3 months	60%
	4 months	50%
	5 months	40%
6 months	30%	
Over 6 months	0%	

* The amount of premium to be refunded is subject to the minimum premium per Policy as stipulated in the Certificate of Insurance.

12. Misstatement of Age

- (a) If the Insured Pet's age has been misstated in the application or any document submitted to the Company, the Company shall have the right to:
 - (i) recalculate and adjust the premium based on the correct age;
 - (ii) adjust premiums retroactively for past periods or prospectively for future periods;
 - (iii) require payment of any premium shortfall before processing claims.
- (b) No benefits shall be payable unless all adjusted premiums have been paid in full.
- (c) If the Insured Pet's correct age would render it outside the acceptable enrollment or renewal age range under Item 5, the Company may:
 - (i) declare this Policy void from its commencement date;
 - (ii) refuse coverage for the Insured Pet;
 - (iii) pursue recovery of any benefits previously paid.
- (d) In cases where age misstatement renders the Insured Pet uninsurable, the Company's liability shall be limited to refunding all premiums paid, minus any benefits paid and minus administrative fees.

13. Misrepresentation/Fraud

- (a) If the application, proposal, declaration, or any document submitted by the Insured contains any misstatement, omission of material fact, or inaccuracy, whether intentional or negligent, the Company shall have the right to declare this Policy void from its commencement date.
- (b) If any claim is found to be fraudulent, exaggerated, or supported by false documentation or statements, the Company shall:
 - (i) deny the fraudulent claim in its entirety;
 - (ii) cancel this Policy immediately;
 - (iii) recover all benefits previously paid;
 - (iv) report the matter to relevant authorities.
- (c) The Company's liability in cases of misrepresentation or fraud shall be limited to refunding all premiums paid, minus any benefits paid and minus administrative costs.

14. Prevention of Loss

- (a) The Insured and the Household Family shall:
 - (i) take all reasonable precautions to prevent accidents and injuries to the Insured Pet;
 - (ii) comply with all applicable laws, regulations, and statutory requirements relating to the keeping and control of the Insured Pet;
 - (iii) ensure the Insured Pet is not knowingly exposed to situations that may result in Injury or Illness.
- (b) The Insured and the Household Family must provide reasonable and appropriate care to keep the Insured Pet in good health. This includes:
 - (i) maintaining appropriate preventive care and vaccinations;
 - (ii) providing adequate shelter, nutrition, exercise, and supervision;
 - (iii) seeking prompt veterinary treatment when the Insured Pet displays signs of illness, discomfort or injury;
 - (iv) following all veterinary treatment recommendations and post-treatment instructions.
- (c) Upon the occurrence of any Injury or Illness, the Insured shall take all reasonable steps to:
 - (i) obtain immediate veterinary examination and diagnosis;
 - (ii) comply with all medical advice and treatment protocols;
 - (iii) prevent recurrence and aggravation of the condition.
- (d) Failure to comply with this duty of care may result in denial of claims, in whole or in part.

15. Termination of Benefits

- (a) Unless renewed, all benefits under this Policy shall terminate at the expiry of the Period of Insurance.
- (b) If the Insured Pet is confined in a licensed veterinary clinic or hospital at the time of Policy expiration, benefits for that confinement shall continue until the earliest of:

- (i) the date of discharge of the Insured Pet from the facility;
 - (ii) the date on which the maximum benefit limit for that Period of Insurance is exhausted;
 - (iii) 30 days after the original expiration date.
- (c) Extended confinement coverage applies only to the condition for which the Insured Pet is currently hospitalized and does not extend to other conditions or to any period after discharge.

16. Termination of Policy

This Policy shall automatically terminate on the earliest of the following events:

- (a) Voluntary Cancellation: Upon receipt of written cancellation notice from the Insured to the Company.
- (b) Non-Payment of Premium: Upon the due date if the renewal premium is not received.
- (c) Age Disqualification: Upon discovery that the Insured Pet does not meet the age requirements of Item 5 or if age misstatement is discovered that would render the pet ineligible.
- (d) Misrepresentation or Fraud: Upon the Company's determination of misrepresentation or fraud, effective from the original Effective Date.
- (e) Death of Insured Pet: Upon the death of the Insured Pet, effective from the date of death.

17. Legal Requirements Warranty

- (a) The Insured warrants and covenants that the Insured Pet shall be kept, managed, and controlled in full compliance with all applicable laws, regulations, and statutory requirements, including but not limited to:
 - (i) Registration and licensing of the Insured Pet;
 - (ii) Vaccination requirements (particularly rabies vaccination);
 - (iii) Microchipping or other identification requirements;
 - (iv) Dangerous Dog or restricted breed regulations;
 - (v) Housing restrictions and requirements;
 - (vi) Public nuisance prevention;
 - (vii) Noise control regulations.
- (b) The Insured shall maintain all required licenses, permits, and certifications and shall promptly notify the Company of any changes in legal status or jurisdiction.
- (c) Failure to comply with this warranty may result in denial of claims, suspension of coverage, or termination of this Policy.

18. Forfeiture of Benefits

All benefits under this Policy shall be forfeited in the following circumstances:

- (a) Fraudulent Claims: If any claim is fraudulent, exaggerated, or contains false statements, omissions, or supporting documents;
- (b) Fraudulent Means: If fraudulent means, devices, or schemes are used by the Insured to obtain benefits;
- (c) Willful Acts: If any damage is caused by the deliberate or willful act of, or with the connivance of, the Insured or any Household Family member;
- (d) Obstruction: If the Insured or anyone acting on the Insured's behalf hinders, obstructs, or impedes the Company's investigation of a claim, including failure to provide requested information or cooperation;
- (e) Failure to Pursue Rejected Claims: In respect of any claim rejected by the Company, if legal proceedings or arbitration is not commenced within 12 months from the date of the Company's written rejection, all rights to that claim shall be forfeited;
- (f) Failure to Pursue After Arbitration Award: If an arbitration award is made and legal action is not commenced within 12 months thereafter, all rights regarding that award shall be forfeited.

19. Suits Against Third Parties

- (a) Nothing in this Policy shall render the Company liable to indemnify, participate in, defend, or respond to any claim, suit, or legal proceeding instituted by the Insured or any other party against any Vet, veterinary surgeon, veterinary clinic, animal hospital, medical service provider, or any other person or entity providing veterinary care under this Policy.
- (b) This exclusion applies to all claims arising out of or related to the treatment, examination, diagnosis, or care of the Insured Pet, including but not limited to claims based on:
 - (i) Alleged negligence or failure to exercise proper care;
 - (ii) Medical malpractice or professional misconduct;
 - (iii) Improper diagnosis or treatment;
 - (iv) Surgical or anesthetic complications;
 - (v) Adverse medication reactions or errors;
 - (vi) Any other form of alleged wrongdoing.
- (c) The Insured shall bear sole responsibility for any legal action against medical providers, including retaining legal counsel, bearing all costs and expenses of litigation, and managing any claims or settlements.
- (d) This Policy does not provide any coverage, protection, or indemnification against suits or legal actions against medical providers.

20. 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 by law, remain in full force and effect.

21. Clerical Error

- (a) A clerical error refers to any typographical, arithmetic, or administrative mistake in the Policy document, Certificate of Insurance, or related correspondence, including misspelling of names, transposition of numbers, incorrect animal identification information, or omission of routine information.
- (b) Any clerical error shall not, by itself, invalidate insurance otherwise valid and in force, continue insurance otherwise not valid or enforceable, affect the coverage or benefits already provided under the Policy, or give rise to any claim for compensation from the Company.
- (c) Upon discovery of any clerical error, the Company shall promptly notify the Insured in writing of the error and the correction to be made. The Company shall issue an Endorsement or corrected Certificate of Insurance reflecting the correction and may adjust premiums if necessary based on the corrected information.

22. Notice

- (a) All notices, demands, requests, or other correspondence required to be given to the Company under this Policy must be in writing and addressed to the Company at the address designated by the Company.
- (b) Notices may be delivered by:
 - (i) Personal delivery during business hours;
 - (ii) Courier service with proof of delivery;
 - (iii) Registered mail with postage prepaid;
 - (iv) Email to an address designated by the Company.
- (c) No modification, alteration, amendment, or endorsement to this Policy shall be valid or effective unless it is signed by an authorized representative of the Company.

23. Duplicate Coverage

- (a) Duplicate coverage refers to a situation where, at the time of any happening giving rise to loss, damage, expense or liability covered under this Policy, there exists any other policy(ies) issued by the Company covering the same loss, damage, expenses or liability or any part thereof.
- (b) If duplicate coverage exists, the maximum amount payable by the Company in aggregate under all such policies shall be limited to the greatest amount of benefits provided by any one such policy. The Company shall not be liable for more than the highest single policy benefit available under any of its policies covering the same claim.
- (c) The Company shall identify all policies issued by the Company that may provide coverage for the claimed loss, determine which policy provides the highest benefit amount, and pay benefits only up to that highest amount without duplicate or multiple benefits under different policies for the same loss.

24. Subrogation

- (a) The Company has the right to proceed at its own expense in the name of the Insured against any third party who may be responsible for any occurrence giving rise to a claim under this Policy. Upon payment of any benefit under this Policy, the Company shall, to the extent of such payment, be subrogated to all rights of recovery which the Insured may have against such third party.
- (b) Subrogation rights include any legal claims or causes of action against the responsible third party, recovery from the third party's insurance policy, and recovery of amounts paid by the Company for benefits, including legal fees and investigation costs.
- (c) The Insured shall fully cooperate with the Company in any recovery action by providing all information regarding the third party and the circumstances of the loss, executing any necessary legal documents, providing access to all evidence and documentation, and not taking any action that would prejudice the Company's recovery rights.
- (d) The Insured shall not waive, settle, or compromise the Company's subrogation rights without the Company's prior written consent. Any waiver of subrogation rights by the Insured without the Company's consent shall result in reduction of the Company's benefit payment by the amount waived.

25. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall be appointed in writing by the arbitrators before entering on the reference and an award by arbitration shall be a condition precedent to any right of action or suit upon this Policy as regards any dispute regarding the amount of the Company's liability under this Policy.

26. Currency

Premiums and benefits payable under this Policy shall be in the currency of Hong Kong dollars.

27. Interest

No benefit payable under this Policy shall carry interest.

28. Jurisdiction and Governing Law

This Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in respect of any and all matters, disputes or judicial proceedings arising out of this Policy.

29. Prohibition on Trust or Assignments

This Policy is non-assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.

30. Contracts (Right of Third Parties) Ordinance

Any 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.

31. Language

In the event of any discrepancy between the English version and the Chinese version of this Policy, the English version shall prevail.

豐隆寵物保險

本保險單、保險證明書及任何批註或附件均應視為同一份文件(統稱「保險單」),載於該等文件而附特定意義的任何詞彙或字句,在整份文件中均具有該意義。

鑑於:

1. 保戶已申請保險而向本公司呈交之投保申請書或陳述,包括向本公司之聲明,將構成本保險單的基準;及
2. 豐隆保險(亞洲)有限公司「本公司」已接受投保。

在支付有關之保險費之條件下,本公司僅同意根據本保險單所載的條款及條件,按本保險單及保險證明書所述的程度及方式,向保戶就受保範圍內的風險提供保障。

第1部分 — 定義

1. 「**意外**」指在受保期間內發生的未能預見、突然及非故意的事件,並由暴力、外部及可見的方式引起。
2. 「**保險證明書**」指附加於本保險單的文件,當中列明保戶的名稱、詳情及所提供的保障範圍。
3. 「**傳染病**」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。
4. 「**本公司 / 我們**」指豐隆保險(亞洲)有限公司。
5. 「**共付額**」指保險證明書內所指定之固定百分比,適用於本保險單項目1及項目4之合格索賠費用。就每項索賠而言,保戶應按該百分比承擔及本公司將就剩餘金額進行賠償。
6. 「**生效日期**」指在保險證明書或批註內所指定的保險保障開始生效的日期。
7. 「**批註**」指由本公司以書面形式發出對本保險單的正式修訂或補充。批註在發出後即成為本保險單的重要組成部分,並應覆蓋原保險單條款中的任何衝突條款。
8. 「**安樂死**」指為了終止患有末期或無法治療疾病的受保寵物的生命,透過注射致命藥物或停止維生醫療治療,且由獸醫認證及建議。
9. 「**自負額**」指保險證明書內所指定之固定金額,應為本保險單項目2下每項索賠之首先扣減金額。保戶應先承擔該金額,本公司其後方就剩餘金額支付賠償。
10. 「**香港**」指中華人民共和國香港特別行政區。
11. 「**家屬成員**」指與保戶正常及永久地同居於同一住所的保戶的父母、兄弟姐妹、配偶、子女及其他親屬,包括家傭。
12. 「**直系親屬**」指保戶的父母、兄弟姐妹、配偶、子女、配偶父母、祖父母、配偶祖父母、孫子女或未婚夫(妻),無論其居住地在何。
13. 「**疾病**」指任何非由受保寵物的受傷引致,且在受保期間內首次表現出來的身體疾病、病狀、異常、感染或身體功能衰退。
14. 「**受傷**」指由意外單獨及獨立引致的受保寵物任何身體傷害,不包括任何已知或未知的既有身體或先天性狀況。為符合保障資格,受傷必須在受保期間內發生。
15. 「**保戶**」指以其名義簽發本保險單且在保險證明書中獲得指名的個人。
16. 「**受保寵物**」指在本保險單保險證明書上作為受保寵物識別的任何狗或貓。受保寵物在提出申請時的年齡必須不少於6個月但少於9年。
17. 「**最高限額**」指在保險期間內本保險單各項目應支付的最高合計賠償金額,具體金額如保險證明書所示。每個項目都有其獨立的最高限額,一個項目的索賠不會減少其他項目可用的最高限額。
18. 「**雜項費用**」指與手術或住院直接相關的合理及必要的處方藥物、注射、包裝及其他醫療服務和物品的費用,但不包括住院後產生的任何費用或任何後續治療期間產生的費用。
19. 「**受保期**」指保險證明書內所指定之期間,由生效日期開始至該證明書所列之屆滿日期結束,期間內本保險單對受保寵物保持有效並提供保障。本保險單之每次續保將創建新受保期。
20. 「**既有情況**」指在生效日期前已存在於受保寵物的任何疾病、受傷或身體狀況,且保戶已知悉或應當合理地知悉,理由是受保寵物曾出現相關的跡象或症狀。
21. 「**續保**」指本保險單在當前受保期屆滿後,經本公司同意並收到續保保費,繼續運行新受保期。續保創建新的獨立受保期,條款可能修訂。如未於續保日期前續保,本保險單將自動終止。
22. 「**分項限額**」指項目內某項被保服務、治療類型或費用類別的特定最高賠償金額。所有分項限額均包含在該項目的最高限額內,不予另計。

23. 「**獸醫**」指持有合法執照的獸醫或專科獸醫,該獸醫:
 - (a) 根據《香港法例》第529章《獸醫業條例》正式註冊於香港獸醫管理局;或就香港以外的司法管轄區而言,已向相等地位的相關機構進行註冊;
 - (b) 在向受保寵物提供治療的地點合法獲授權提供獸醫服務或執業獸醫手術;及
 - (c) 不是受保人、保險中介人、僱主、僱員、直系親屬或受保人的商業夥伴。
24. 「**獸醫費用**」指由適當資格的獸醫或持牌獸醫診所或醫院提供的治療或服務而支付的合理及慣常費用。如費用被認為過高或不合理,本公司將調整賠償以反映相關地點類似服務的標準費用。
25. 「**等候期**」指自生效日期起計的指定期間,在此期間內,本保險單項目1不會就受保寵物以下狀況引起的索賠支付任何賠償:
 - (a) 癌症及慢性腎臟疾病 - 90天;
 - (b) 受傷 - 7天;
 - (c) 所有其他狀況 - 30天。本保險單項目1的保障應僅在所申索狀況之適用等候期屆滿後方可提供。

第2部分 — 保障

地域限制

本保險單下所有保障僅適用於香港內發生的損失索賠,惟項目5的保障適用於全球範圍。

保險單保障

本保險單項目1至項目5下提供的保障,應按照每項保障所指定的最高限額及任何適用的分項限額支付。

項目1

醫療費用

A) 門診及手術費用

我們將支付受保寵物於受保期內因疾病或受傷在持牌獸醫診所或醫院內招致任何下列之支出:

- 手術費用
- 手術室費用
- 麻醉師費用
- 安樂死費用
- 義肢及輪椅費用
- 雜項費用
- 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)

B) 獸醫診症

我們將支付受保寵物:

- (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) 於受保期內由持牌獸醫診所或醫院就疾病或受傷提供的處方藥物、包裝及注射之費用。與手術有關之藥物費用或受本保險單項目1A)保障之任何費用除外。

C) 住房費用

我們將支付受保寵物於受保期內因疾病或受傷而需於持牌獸醫診所或醫院內留院不少於連續12小時所招致之住房費用。

D) 化療保障

我們將支付受保寵物於受保期內在獸醫之建議下於持牌獸醫診所或醫院進行化療之費用。

B) 行為及情緒障礙治療費用

在不抵觸項目 1 的不保事項(i)的情況下，如受保寵物因受傷而引致精神或情緒紊亂，並經獸醫診斷確認，我們將為受保寵物下列合理且必要的費用提供賠償：

- (a) 獸醫專業推薦用於治療精神、情緒或行為紊亂的處方藥物或藥劑；及
- (b) 由持證訓練中心或合資格行為治療專家提供的行為訓練或治療服務。

共付額適用於本項目下的所有索賠。

項目1的不保事項

我們將不會負責任何：

- (a) 於等候期內首次發生的疾病或受傷而所引致的索賠；
- (b) 既有情況；
- (c) 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；；
- (d) 處置、火化或殮葬受保寵物的遺體之費用
- (e) 與下列治療有關之費用：
 - (i) 遺傳性及先天性疾病；
 - (ii) 懷孕、分娩或配種或繁殖及其任何併發症；
 - (iii) 器官移植；
 - (iv) 絕育及結紮；
 - (v) 牙科治療或牙科疾病及其任何相關併發症，但因意外而直接及純粹所需之牙科治療除外。
- (f) 有關治療行為問題之培訓費用；
- (g) 治療隱匿症之費用；
- (h) 接種疫苗、例行檢查、植入晶片、例行拔除狼爪、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；
- (i) 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；
- (j) 非必要或非獸醫提議的醫療療程；
- (k) 實驗性治療或藥物；
- (l) 有關中醫、針灸、脊醫、動物傳心之費用；
- (m) 獸醫收取之行政費用，包括但不限於因處理保戶之索賠而填寫索賠表格及/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。

項目2

責任保障

保戶及/或其家屬成員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，我們將向保戶及其家屬成員作出賠償。為免存疑，最高限額包含任何索賠之抗辯、協商、調解及和解引起的所有法律訴訟費用及開支。

項目2的不保事項

我們將不會負責：

- (a) 每次及每項索賠的自負額；
- (b) 保戶、家屬成員、任何與保戶同住或為保戶服務之人士意外身體受傷或染病；
- (c) 由保戶、家屬成員、任何與保戶同住或為保戶服務之人士擁有、託管、照顧或控制之財物之任何遺失或損壞；
- (d) 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賠。這包括但並不限於違反任何法規、條例、大廈公契或法律；
- (e) 直接或間接由下列各項所引致的責任：
 - (i) 關乎受保寵物之故意或惡意行為或犯罪活動；
 - (ii) 保戶或家屬成員從事任何與交易、業務、專業或僱有關的工作；
 - (iii) 保戶或家屬成員傳播可傳染的疾病或病毒；
 - (iv) 污染或玷污；
 - (v) 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；
 - (vi) 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) 懲罰性、加重性或懲戒性的損害賠償；
- (g) 罰款、附加費或過期罰款；
- (h) 保戶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戶仍須承擔此等責任。

項目3

最後道別援助

我們將在受保期內為受保寵物遺體安排的以下服務所產生的合理及必要費用提供賠償：

- 火化服務；
- 殮葬或紀念服務；及
- 遺體的相關處理及處置。

項目3的不保事項

我們將不會負責：

- (a) 運送或快遞費用，除非透過獸醫或認可的殮葬服務提供者安排；

- (b) 永久性安葬費用，包括龕位費、墓地費用或埋葬地及骨灰龕的任何持續維護費用。
- (c) 任何因就受保寵物進行死後檢驗、屍體解剖或驗屍而產生之費用、收費或開支，不論該等檢驗乃為診斷、法律、研究或任何其他目的而進行。

項目4

臨時照顧支援

我們將於以下情況下，為保戶在香港持牌寵物照顧設施所產生的合理寵物照顧費用進行賠償：

- (a) 保戶在本保險單有效期內因住院超過連續 4 天；或
- (b) 保戶因恐怖襲擊、自然災害或飛機/鐵路之機械或結構性故障而從海外旅遊延遲返回香港超過連續 4 天。

寵物照顧必須在保戶入院日期或旅遊延遲日期當日或之後開始。如寵物照顧跨越兩個受保期，賠償金將根據實際產生照顧費用的日期按比例分配至相應受保期，每個受保期的賠償應受限於該期間的最高限額。

共付額適用於本項目下的所有索賠。

項目4的不保事項

我們將不會負責因以下情況所引致之損失：

- (a) 保戶的住院是因為：
 - (i) 懷孕；
 - (ii) 任何既有或可預見的疾病或病況；或
 - (iii) 整容手術或任何非醫學必要的治療、檢驗或手術；
- (b) 提供寵物照顧服務的設施未持有根據《公共衛生(動物(寄宿設施)規例》(香港法例第 139I 章)頒發的有效寄宿設施牌照；或
- (c) 家屬成員合理地能夠照顧受保寵物。

項目5

延伸海外保障

我們將為受保險寵物延伸項目 1、2 和 3 下的保障，當保戶或家屬成員：

- (a) 與受保寵物旅遊；或
 - (b) 暫時與受保險寵物居住在香港以外地方時；
- 適用於香港以外的任何國家，每次旅程最長為自出發日期起計 90 個連續日曆天，包括任何檢疫期間。惟本公司在本項目的最高責任額不應超過項目 1、2 和 3 各自的最高限額。

項目5的不保事項

我們將不會負責：

- (a) 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
- (b) 有違獸醫勸喻的旅程中所招致的費用；或
- (c) 未能出示由提供治療的獸醫簽署之收據(包括註明其名稱、地址及電話)作支持證明的費用。

第3部分 — 不承保事項(適用於所有項目)

我們不會保障下列各項：

1. 寵物識別及資格要求

- (a) 任何涉及保險證明書中未有指明的任何寵物的索賠；
- (b) 任何涉及在接受導致索賠的治療前無法通過以下方式確認身份的受保寵物的索賠：
 - (i) 微型晶片，適用於狗隻及貓隻；或
 - (ii) 受保寵物的疫苗接種紀錄或其他相關醫療報告及其擁有人的名稱，僅適用於未有植入微型晶片的貓隻。
- (c) 任何涉及根據《香港法例》第 167D 章《危險狗隻規例》定義的已知危險狗隻、鬥狗或大型狗隻的索賠。

2. 寵物禁止用途

任何涉及用於商業目的的寵物的索賠，包括但不限於：商業守衛、競賽、搜尋與拯救、海關與檢疫、實驗室測試或實驗、商業配種或任何其他商業用途。

3. 既有及復發疾病

任何涉及受保寵物在生效日期前曾患過的疾病、病狀或身體狀況的復發或延續的索賠。

4. 治療要求

任何由獸醫以外的任何人士提供的治療及服務的索賠。

5. 後續損失

任何因受保寵物之死亡或疾病而引致之後續損失。

6. 故意行為及嚴重疏忽

任何因保戶、家屬成員或與保戶同住或受雇於保戶的任何人士的任何故意、惡意、非法、魯莽或蓄意行為或嚴重疏忽而引致的疾病、受傷或法律責任的索賠。

7. 戰爭及內亂

任何因以下原因而引致的疾病或受傷的索賠：

- 戰爭，不論是否宣戰；
- 入侵或外國敵人的行為；
- 內戰、革命或內亂；
- 作為武裝部隊、警察或執法機關成員履行職務。

8. 核子及輻射危險

任何直接或間接因核裂變、核融合或放射性污染而引致、促成或引起的疾病、受傷或法律責任的索賠。

9. 制裁不保條款

若本公司就任何損失或索賠作出支付會違反任何制裁法律或規例，並由此導致本公司、其母公司或本公司的最終控制實體根據任何制裁法律或規例須繳納任何罰款，本公司將不負責提供本保險單的任何保障或根據本保險單支付任何款項。

第4部分 — 無索賠折扣

無索賠折扣如何運作

本公司通過根據無索賠期間的長度減少續保保費，獎勵在受保期內無索賠的保戶：

無索賠折扣表

連續無索賠年份	保費折扣
1年	5%
2年	10%
3年或以上	15%

自動應用

如在續保前的受保期內未提交或支付任何索賠，折扣自動應用於保戶的續保保費。

折扣收回條款

如保戶按折扣續保，隨後提交前一受保期內發生事件的索賠，保戶必須在繳費通知發出後 21 天內將折扣金額償還予本公司。在償還此金額之前，本保險單將不提供保障。

無索賠折扣重置

在受保期內提交的任何索賠將令保戶的無索賠折扣重置為零。在下次續保前需要另一個完整年份的無索賠期間才能享受折扣。

第5部分 — 索賠條款

1. 一般責任

- 通知要求
在可能根據本保險單提出索賠的任何事故發生時，保戶應：
 - 立即以書面形式向本公司提供通知，並提供事故的完整詳情；
 - 對於項目 1、3、4 及 5 的索賠，應在事故發生後 30 天內以書面形式通知本公司。
- 合作及資料提供
保戶應向本公司提供本公司可能合理要求的所有資料及協助，包括：
 - 損失情況的書面詳情；
 - 本公司要求的所有經認證的資料及證據；
 - 查閱受保寵物的所有獸醫醫療紀錄的權利；
 - 以下列方式提供受保寵物身份的證明：
 - 適用於狗隻及貓隻的晶片；或
 - 受保寵物的疫苗接種紀錄或其他相關醫療報告及其擁有人的名稱，僅適用於沒有植入微型晶片的貓隻。
- 文件及證據
所有索賠應以令本公司滿意的文件證據支持。保戶應自行承擔費用提供：
 - 對於項目 1、3、4 及 5 的索賠：
 - 開列詳細之發票及正本收據；
 - 由保戶及就診獸醫簽署並填妥的索賠表格。
 - 對於項目 2 的索賠：
 - 收到後立即提供所有索賠信函、傳票或法律文件；
 - 獲悉後立即通知任何即將進行的檢控、驗屍程序或致命傷害。

2. 本公司的權利及責任

- 索賠管理和和解
 - 本公司或其授權代表應與保戶直接處理任何索賠的和解事宜；
 - 本公司有權自行決定接管、行使任何權利，並以保戶的名義進行任何索賠的抗辯、和解或處理。保戶應在此方面提供全面合作；
 - 如保戶違反本保險單的條款及條件，本公司有權拒絕進行任何第三方索賠（項目 2）的抗辯。
- 責任承認及賠償提議
 - 保戶不得在未獲得本公司書面同意的情况下，承認任何責任、承諾支付或接受任何賠償提議；

- 對於項目 2 的索賠，保戶不應或保戶應促使家屬成員（如適用）不應，在未獲得本公司事先書面同意的情况下，承認任何責任、承諾支付或接受任何賠償提議。
- 其他保險或來源
如在任何索賠提出之時，存在任何其他保險或來源涵蓋相同的風險、損失或責任，本公司在本保險單項下將不承擔責任，除非該責任超出此等其他保險或來源應賠償的金額。

3. 程序要求及時間限制

- 處理時限
 - 如本公司在發出書面要求之日起 90 天內未能收到所需資料，本公司將不接受任何索賠責任。該索賠將視為被放棄；
 - 自本公司收到本保險單所要求的所有索賠證據之日起 60 天內，不得提起任何法律訴訟；
 - 不充分或不完整的支持性資料或文件將導致索賠處理延遲。

4. 後果及補償

- 放棄索賠
如本公司對本保險單項下的任何索賠拒賠，且保戶在該拒賠之日起 12 個月內未將該索賠提交仲裁，該索賠應視為被放棄及不可再提出。
- 未能滿足要求的後果
如本公司因保戶未能滿足本項的要求而有權拒賠或拒絕根據本保險單提供賠償，根據本保險單項下索賠而支付的任何金額應由保戶應本公司的要求全額退回本公司。
- 索賠款項的收回
如保戶因違反本保險單的條款及條件而喪失或被發現無權享有本保險單項下的賠償，而本公司在支付時可能並不知悉此事實，所有已支付的金額應本公司的要求全額退回本公司。

第6部分 — 一般保險條文（適用於所有項目）

1. 條款及條件

- 本保險單項下任何保障之支付須取決於對所有條款及條件之完全遵守。受保寵物必須自生效日期起持續受保而無任何中斷，且任何索賠事件必須於保險單有效期內發生。
- 當本公司合理地及適當地認為本保險單或本公司受到法例或稅務變更或任何司法裁決的影響時，本公司有權在任何保險期內更改保險單條款和條件。就任何該等更改，本公司將給予保戶三十日書面通知，保戶在本公司給予該等通知後仍繼續繳付保費將表示接納更改。
- 保費率並非保證，本公司可能增加或改變：
 - 當風險發生重要變化時；或
 - 當整體比率增加反映本公司在該類業務的實際或預期成果而影響所有保戶時。

2. 條文詮釋

- 本保險單內，除非文義另有所指，陽性詞語包括陰性詞語，單數詞語包括複數詞語，反之亦然。
- 各項標題僅供方便查閱之用，不構成本保險單條文之實質部分。
- 本保險單內所有時間參考均指香港標準時間。
- 若本保險單與本公司發出之任何文件或資料存有衝突，以本保險單條款為準。
- 除非另有明確定義，本保險單內所有大寫詞語均按「定義」部分所賦予之涵義釋義。

3. 受保人之責任

- 受保寵物及提出索賠人士須適當遵守及履行本保險單的所有條款、條件及任何批註，乃本公司根據本保險單承擔責任的前置條件。如保戶未能遵守本保險單內任何重要責任，本公司應無責任。
- 申請表格、投保書及聲明內容之真實性及準確性，包括保戶所作之所有陳述及聲明，乃本公司根據本保險單承擔責任的前置條件。所有提供之資料必須完整、準確且非具誤導性。

4. 符合資格要件

- 除非保險證明書另有註明，除貓隻外之受保寵物必須於整個受保期內保持並維持有效微型晶片植入，方可符合享受保障資格。
- 若貓隻未植入微型晶片，本公司將接納替代身份識別文件。該等文件須於每次索賠申請時提交，並應清楚顯示：
 - 貓隻名稱、品種、性別、出生日期；
 - 擁有人全名，須與保險單上保戶名稱相符；
 - 可接納文件包括疫苗記錄、獸醫醫療紀錄或獸醫收據。
- 未能維持微型晶片狀況或提供令人滿意的身份識別文件（限於貓隻）將導致受保寵物喪失保障資格。

5. 年齡限制

- 除非保險證明書另有註明，受保寵物於首次投保本保險單時的年齡必須不少於 6 個月但少於 9 年。

- (b) 受本公司核保要求及批准的限制，本保險單的續保最長可至受保寵物的年齡達至 13 年。本公司保留因受保寵物年齡超過 13 年或未符合核保要求而拒絕續保之權利。
- (c) 年齡應按受保寵物由保戶或獸醫記錄所確認之出生日期計算。

6. 受保寵物的擁有人

- (a) 保戶在整個受保期內必須為受保寵物之唯一擁有人。
- (b) 在本保險單的所有事項上，本公司僅認可及視保險證明書所列之保戶為擁有人。
- (c) 儘管受保寵物可能被第三方實際或聲稱聯合擁有，本公司不認可任何該等權益。所有保險單保障及索賠權利專屬於列名於保險證明書之保戶。

7. 受保寵物的住所地址

- (a) 在整個受保期內，受保寵物必須由保戶或家屬成員照顧及監督。
- (b) 受保寵物須通常居於保戶最後向本公司申報並獲書面接納之住宅地址。
- (c) 未能在申報地址居住或未能通知本公司地址變更可能導致索賠被拒或保障被暫停。

8. 更換受保寵物

- (a) 受保期內在任任何情況下均不允許更換受保寵物。本保險單僅針對保險證明書內列名的受保寵物發出。
- (b) 如受保寵物身故、永久遺失、被盜或永久不可投保，本保險單應自死亡或永久喪失之日期自動終止。受保期內剩餘部分之保費應無退款，亦不可就寵物本身喪失之費用提出索賠。

9. 更改保障

- (a) 保戶只可於本保險單每年續保時要求更改保障計劃，並須經本公司書面批准。
- (b) 若保戶要求提高保障計劃，本公司保留要求對受保寵物進行額外醫療核保之權利，包括獸醫檢查及健康評估。
- (c) 對保障之任何變更應僅於執行批註或發出新保險證明書後方可生效。

10. 續保

- (a) 本保險單應於成功收取續保保費後每年續保，並須受制於受保寵物年齡不超過 13 年及本公司當時現行核保要求。
- (b) 續保與否由本公司全權酌情決定。本公司保留下列權利：
 - (i) 修改或調整保障、保障限額、自付額及每年限額；
 - (ii) 調整保費率；
 - (iii) 修改、增加或刪除條款及條件；
 - (iv) 拒絕或停止續保本保險單。
- (c) 如續保保費未於到期日支付，本保險單應失效及保障停止。

11. 取消保險單

- (a) 本公司取消之權利：
 - (i) 本公司可按本公司檔案內所示保戶之最後登記地址以掛號郵件方式向保戶發出不少於 7 天之書面通知以取消本保險單；
 - (ii) 本公司應按日數比例向保戶退還與未屆滿受保期相應之保費；
 - (iii) 掛號郵件之寄郵證明應為已發出通知之充分證據。
- (b) 保戶取消之權利：
 - (i) 保戶可於任何時候向本公司發出不少於 7 天之書面通知以取消本保險單，可使用以下任何一或多種方式：
 - 透過掛號郵件寄往保險證明書內指定之本公司地址；
 - 依據保險證明書內載列之本公司網站的聯絡資料以電郵方式；
 - 親身遞交至本公司辦事處並取得日期註明之收據並由保戶保留。
 - (ii) 保戶應保留取消通知副本及寄發證明作記錄；
 - (iii) 取消將於本公司正式接獲書面通知後生效；
 - (iv) 在未有提出任何索賠之前提下，保戶應獲得按下列短期保費計算表所計算之部分保費退款。

短期保費計算表

已受保期	退還保費*	
不超過	1 個月	80%
	2 個月	70%
	3 個月	60%
	4 個月	50%
	5 個月	40%
	6 個月	30%
6 個月以上	0%	

*可退還之保費將受限於保險證明書內所列之最低保費。

12. 錯誤申報年齡

- (a) 若受保寵物年齡在申請表或向本公司提交之任何文件內被錯誤申報，本公司有權：
 - (i) 根據正確年齡重新計算及調整保費；
 - (ii) 對過往期間追溯調整保費或對未來期間前瞻性調整保費；

- (iii) 要求支付任何保費差額方可處理索賠。
- (b) 在所有調整保費已全額支付前，本公司不會支付任何保障。
- (c) 若受保寵物正確年齡超出第 5 項下可接受之投保或續保年齡範圍，本公司可：
 - (i) 自保險單生效日期起宣佈本保險單無效；
 - (ii) 拒絕為受保寵物提供保障；
 - (iii) 追回任何先前已支付之保障。
- (d) 年齡錯誤導致受保寵物不可投保的情況下，本公司責任應限於退還所有已繳保費，扣除已支付之保障及行政費用。

13. 失實陳述/詐騙

- (a) 若保戶之申請表、投保書、聲明或任何提交的文件包含任何錯誤陳述、重要事實遺漏或不準確（無論是故意或疏忽），本公司有權自保險單生效日期起宣佈本保險單無效。
- (b) 若任何索賠被發現為詐騙性、誇大性或由虛假文件或陳述支持，本公司應：
 - (i) 全部拒絕詐騙索賠；
 - (ii) 立即取消本保險單；
 - (iii) 追回所有先前已支付之保障；
 - (iv) 向相關當局舉報。
- (c) 本公司在失實陳述或詐騙情況下的責任應限於退還所有已繳保費，扣除已支付之保障及行政費用。

14. 防止損失

- (a) 保戶及家屬成員應：
 - (i) 採取所有合理措施防止受保寵物發生意外和受傷；
 - (ii) 遵守所有適用的與飼養及管控受保寵物相關之法例、規例及法定要求；
 - (iii) 確保受保寵物不被故意置於可能導致受傷或疾病之情況。
- (b) 保戶及家屬成員必須提供合理和恰當的照顧以維持受保寵物健康。此包括：
 - (i) 維持適當的預防照顧及疫苗接種；
 - (ii) 提供充分的庇護、營養、運動及監督；
 - (iii) 當受保寵物出現疾病、不適或受傷跡象時及時尋求獸醫治療；
 - (iv) 遵從所有獸醫治療建議及診後指示。
- (c) 受保寵物發生任何受傷或疾病時，保戶應採取所有合理步驟：
 - (i) 立即獲得獸醫檢查及診斷；
 - (ii) 遵從所有醫療意見及治療方案；
 - (iii) 防止病況復發及惡化。
- (d) 未能遵守此項照顧責任可能導致索賠被全部或部分拒絕。

15. 保障終止

- (a) 除非續保，本保險單之所有保障應於受保期屆滿時終止。
- (b) 如受保寵物於保險單屆滿時正在持牌獸醫診所或醫院留院，該次留院之保障應繼續至以下三者中最早者為止：
 - (i) 受保寵物從該設施出院之日期；
 - (ii) 該受保期最高保障限額用盡之日期；
 - (iii) 原始屆滿日期後 30 天。
- (c) 延伸留院保障只適用於受保寵物目前留院之狀況，不延伸至其他狀況或出院後任何時期。

16. 保險單終止

- 本保險單應於以下最早發生之事件時自動終止：
- (a) 保戶自願取消：收到保戶向本公司發出的書面取消通知時；
 - (b) 未繳保費：如續保保費未在限定期內收到；
 - (c) 年齡取消資格：發現受保寵物不符合第 5 項年齡要求或發現年齡錯誤致該寵物不符合資格時；
 - (d) 失實陳述或詐騙：本公司確定存有失實陳述或詐騙時，自原始生效日期起；
 - (e) 受保寵物死亡：受保寵物死亡時，自死亡日期起。

17. 法定要求保證

- (a) 保戶保證並承諾受保寵物應按照所有適用的法律、規例及法定要求進行飼養、管理及控制，包括但不限於：
 - (i) 受保寵物之登記及牌照；
 - (ii) 疫苗接種要求（特別是狂犬病疫苗接種）；
 - (iii) 微型晶片或其他身份識別要求；
 - (iv) 危險狗隻或受限制品種規例；
 - (v) 房屋限制及要求；
 - (vi) 公眾滋擾防止；
 - (vii) 噪音管制規例。
- (b) 保戶應維持所有必需之牌照、許可及證明，並應在法律身份或司法管轄區有任何改變時迅速通知本公司。
- (c) 未能遵守此項保證可能導致索賠被拒、保障被暫停或保險單被終止。

18. 喪失保障

在以下情況下，本保險單項下一切保障應告喪失：

- (a) 詐騙索賠：如任何索賠為詐騙性、誇大性或包含虛假陳述、遺漏或支離文件；
- (b) 詐騙手段：如保戶以詐騙手段、工具或計謀取得保障；
- (c) 故意行為：如任何損害由保戶或家屬成員之故意或蓄意行為或默許所致；
- (d) 阻撓：如保戶或代表其行事者阻撓、妨礙或阻止本公司調查索賠，包括未能提供所要求資料或配合；
- (e) 未對被駁回的索賠進行追訴：就任何被本公司拒絕之索賠，如保戶未於本公司發出書面拒絕之日起 12 個月內提起法律訴訟或仲裁程序，該索賠之所有權利應告喪失；
- (f) 仲裁裁決後未予執行：如已作出仲裁裁決且未於其後 12 個月內提起法律訴訟，有關該裁決之所有權利應告喪失。

19. 對第三者的訴訟

- (a) 本保險單任何條文均不構成本公司須就保戶或任何其他方對任何獸醫、獸醫外科醫生、獸醫診所、動物醫院、醫療服務提供者或任何在本保險單項下提供獸醫照顧之其他人士或實體所提起之任何索賠、訴訟或法律程序進行彌償、參與、抗辯或回應之責任。
- (b) 此項排除適用於因受保寵物之治療、檢查、診斷或照顧所引起或相關之一切索賠，包括但不限於基於以下之索賠：
 - (i) 指控之疏忽或未能行使適當照顧；
 - (ii) 醫療失誤或專業不當行為；
 - (iii) 不當診斷或治療；
 - (iv) 手術或麻醉併發症；
 - (v) 藥物不良反應或用藥錯誤；
 - (vi) 任何其他形式之指控不當行為。
- (c) 保戶應對任何對醫療提供者之法律訴訟承擔獨家責任，包括聘請法律顧問、承擔訴訟之所有費用及開支及管理任何索賠或和解。
- (d) 本保險單不就對醫療提供者之訴訟或法律程序提供任何保障、保護或彌償。

20. 可分割性

若本保險單內之任何條款或條款之任何部份因任何原因被認為不可強制執行、無效或作廢，在法律容許之範圍內，則該條款之其餘部分以及本保險單之其他條款之可強制執行性和有效性應保持完全有效。

21. 文書錯誤

- (a) 文書錯誤指保險單文件、保險證明書或相關通信中之任何打字、算術或行政錯誤，包括姓名拼寫錯誤、數字轉位、不正確之動物身份識別資料或應被包括之例行資料之遺漏。
- (b) 任何文書錯誤本身應不會令本應有效且有效之保險變得無效、令本應無效或不可強制執行之保險繼續有效、影響本保險單項下已提供之保障或利益或導致保戶對本公司提出任何賠償索賠。
- (c) 在發現任何文書錯誤時，本公司應迅速以書面通知保戶有關錯誤及所作之更正。本公司應發出反映更正之批註或更正保險證明書，並可根據更正資料按需調整保費。

22. 通知

- (a) 本保險單項下須向本公司提供之所有通知、要求、請求或其他信函均必須以書面形式寄往本公司所指定之地址。
- (b) 通知可透過以下方式送達：
 - (i) 於營業時間內親自送達；
 - (ii) 透過快遞服務並附送確證；
 - (iii) 透過已付郵資的掛號郵件；
 - (iv) 透過電子郵件至本公司指定地址。
- (c) 對本保險單之任何修改、改動、修訂或批註應不屬有效或生效，除非該等內容由本公司獲授權代表簽署。

23. 重複保障

- (a) 重複保障指在發生引致本保險單項下保障之任何損失、損害、開支或責任之任何情況時，存在由本公司發出之任何其他保險單保障相同損失、損害、開支或責任或其任何部分之情況。
- (b) 如存在重複保障，本公司在所有此等保險單項下應支付之最高總金額應限於任何單一此等保險單所提供之最高保障金額。本公司應無責任在覆蓋相同索賠之任何其他保險單項下支付超過最高單一保險單保障之金額。
- (c) 本公司應識別由本公司發出可能為索賠損失提供保障之所有保險單、釐定哪份保險單提供最高保障金額、並僅於該最高金額限額內支付保障而在不同保險單項下支付相同損失之重複或多重保障。

24. 代位權

- (a) 本公司有權以保戶名義對可能需為本保險單項下索賠而負責任之任何第三方進行訴訟，費用由本公司承擔。在支付本保險單項下任何保障後，本公司應在該項支付範圍內代位享有保戶對此等第三方可能擁有之所有追回權利。
- (b) 代位權包括對負責任第三方之任何法律索賠或訴因、從第三方保險單項下追回及追回本公司為保障而支付之金額，包括法律費及調查費。
- (c) 保戶應在任何追回訴訟中充分與本公司合作，提供關於第三方及損失情況之所有資料、執行任何必要法律文件、提供所有證據及文件之查閱權及不採取任何可能損害本公司追回權利之行動。
- (d) 保戶未經本公司事先書面同意不得放棄、和解或妥協本公司代位權。保戶未經本公司同意而放棄代位權，本公司將按放棄之金額減少給付保障金額。

25. 仲裁

所有因本保險單而引起的分歧，將提交由雙方書面委任的仲裁人決定，或若有關雙方不能同意委任一名仲裁人，則各自需在兩個月內以書面委任一名仲裁人，並交由該兩名仲裁人決定；又或該等仲裁人出現意見分歧，則在進行轉介之前，交由仲裁人以書面委任的仲裁長決定。有關的裁定將是對本公司在本保險單承擔保險責任的爭議而就本保險單提出法律訴訟的先決條件。

26. 貨幣

根據本保險單應支付的保費及保障額均以港幣支付。

27. 利息

按本保險單支付的賠償一概不帶利息。

28. 司法管轄權及管制法律

本保險單受香港法律規管並按其詮釋。本保險單各方不可撤回地同意香港法院就本保險單引起的一切及所有事宜、糾紛或司法程序具有非專屬司法管轄權。

29. 禁止信託或轉讓

本保險單不得轉讓，本公司將不受任何信託、抵押、留置權、轉讓或其他買賣本保險單的通知所影響。

30. 合約(第三者權利)條例

任何不是本保險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) 強制執行本保險單的任何條款。

31. 語言

倘本保險單之英文本及中文本出現歧異時，以英文本為準。