



**Blue Cross 藍十字**

An **AIA** Company 友邦保險成員公司

# e-Select Pet Outpatient Insurance

## 「e 優選」寵物門診醫療保

### 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 E-SELECT PET OUTPATIENT 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.

### 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 per Policy”** shall mean the maximum aggregate amount of cover under Section 1 of the Benefit Provisions during a Period of Insurance for each Policy.
3. **“Co-Insurance”** shall mean a percentage of Eligible Expense specified in Section 1 of the Table of Benefits that the Policyholder must contribute in a Period of Insurance. 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. **“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.

5. **“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.
6. **“Family”** shall mean parents, spouse, children or any family members who are residing with the Policyholder.
7. **“First Period of Insurance”** shall mean the initial Period of Insurance before any Renewal has taken place.
8. **“Hong Kong”** shall mean Hong Kong Special Administrative Region of the People’s Republic of China.
9. **“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.
10. **“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.
11. **“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 13 weeks but less than 13 years old on application for insurance.
12. **“Period of Insurance”** shall mean the period of time specified in the Policy Schedule during which this Policy is effective.
13. **“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.
14. **“Policy Effective Date”** shall mean the commencement date of the First Period of Insurance.
15. **“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.
16. **“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.
17. **“Pre-existing Condition”** shall mean, in respect of an Insured Pet, any sickness, injury or physical condition which has existed prior to the Policy Effective Date or the effective date of the benefit coverage of such Insured Pet as specified in the subsequent endorsement to this Policy (as the case may be), which presented signs or symptoms of which the Policyholder has been aware or should have reasonably been aware.
18. **“Renewal”** or **“Renew”** shall mean this Policy is renewed without any lapse of time upon its expiry.
19. **“Renewal Date”** shall mean each anniversary of the Policy Effective Date upon Renewal of the Policy.
20. **“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.

21. **“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.
22. **“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 a similar medical condition by the relevant Vet or licensed Vet clinic of similar standing in the locality where the charge is incurred.
23. **“Waiting Period”** shall mean, in respect of an Insured Pet, the period of 30 days from the Policy Effective Date or the effective date of the benefit coverage of such Insured Pet as specified in the subsequent endorsement to this Policy (as the case may be) (inclusive). The benefits under Section 1 of the Benefit Provisions shall be available only after the expiry of the aforesaid 30 days period, except for loss arising from an Injury.

## BENEFIT PROVISIONS

All benefits payable pursuant to Sections 1-2 below are subject to the maximum limits, Annual Limit per Policy and sub-limits 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 Veterinary Consultation

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:

- (a) all Vet Expenses incurred for the consultation carried out by a Vet; and
- (b) the cost of any prescribed drugs, dressings, injections, X-rays, ultrasound and laboratory tests.

#### Exclusions Applicable to SECTION 1

We shall not be liable for any:

- (a) Pre-existing Conditions;
- (b) claims for expenses incurred during the Waiting Period except for those incurred as a result of Injury;
- (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 to or training of therapy for behavioural problems;
- (g) fees for the treatment for cryptorchidism;
- (h) the costs of any treatment related to
  - surgery (including operating theatre fee and anaesthetists fee)
  - dentistry (except dental treatment due to an Accident);
  - pregnancy, birth or breeding and any complications thereof;
  - organ transplantation;
  - elective procedures and cosmetic surgeries;
- (i) euthanasia fee, prosthesis or wheelchair expenses;
- (j) general check-up, 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 trimming or any complications arising from these treatments;
- (k) 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.

## 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) the recurrence or continuation of illness, disease or any condition from which the Insured Pet previously suffered arising prior to the Policy Effective Date or the effective date of the benefit coverage of such Insured Pet as specified in the subsequent endorsement to this Policy (as the case may be);
- (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.

## 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. Notice

All notices required to be given by the Policyholder 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.

### 3. Cancellation of Policy

- (a) The Company may cancel this Policy by giving no less than 7 days' prior notice to the Policyholder at his or her last known email 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 during the Period of Insurance, 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*	
Not exceeding	1 month	20%	of annual premium
	2 months	30%	
	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.

### 4. 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.

## 5. 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.

## 6. Prevention of Loss

(a) The Policyholder and the Family shall take all reasonable precautions to prevent accidents and comply with all statutory and/or other obligations and regulations.

(b) 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.

## 7. 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.

## 8. Care of the Policyholder

The Insured Pet(s) must at all times be under the care of the Policyholder or the Family at the same residing address.

## 9. Micro-chipped

Insured dogs must be micro-chipped and licensed according to the statutory requirement from the Policy Effective Date or the effective date of the benefit coverage of such insured dog as specified in the subsequent endorsement to this Policy (as the case may be), and remain so, throughout the entire Period of Insurance.

## 10. Change of the Deceased Insured Pet

Change of the Insured Pet with same species due to the death of the original Insured Pet is allowed once during the Period of Insurance subject to the following conditions:

- (a) the species of the new Insured Pet is the same as that of the deceased Insured Pet in terms of premium rate. Otherwise, new policy application is required;
- (b) application of Waiting Period to the new Insured Pet;
- (c) written confirmation of the Company with respect to the change;
- (d) exclusion for any Pre-existing Condition;
- (e) subject to all other terms and conditions applicable to the original Insured Pet, and

provided that the maximum liability of the Company for both of the Insured Pets shall not exceed the original maximum limits stated in the Policy Schedule.

## 11. Addition or Deletion of Insured Pets

- a) For "Basic Plan", any addition or deletion of Insured Pet is not allowed. Subject to the approval of the Company, the Policyholder may request for a change in plan to the "Sharing Plan" upon Renewal for the addition of Insured Pet.
- b) For "Sharing Plan", the Policyholder may request for any addition or deletion of Insured Pet upon Renewal. The addition of an Insured Pet is however subject to the approval of the Company and the maximum number of Insured Pets per Policy applicable to the "Sharing Plan" as stipulated in the Table of Benefits. Premium will be recalculated for any addition or deletion of Insured Pets.

## 12. Change in Plan

- a) For "Basic Plan", subject to the approval of the Company, the Policyholder may request for a change in plan to the "Sharing Plan" upon Renewal only for the purpose of addition of Insured Pet.
- b) For "Sharing Plan", if there remains only 1 Insured Pet under the Policy, the plan of the Policy will then be automatically changed to the "Basic Plan" upon Renewal.
- c) Premium will be recalculated for any change in plan and new policy may be issued.

## 13. Governing Law

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

## 14. 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.

## 15. 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.

## 16. Termination of Benefits

Unless renewed by the Company, the benefits under this Policy shall be terminated at the expiry of the Period of Insurance.

## 17. Termination of Policy

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

- a) when the Company or 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);

- b) the last day of the Period of Insurance when the renewal of this Policy is not approved by the Company; or
- c) the date of death of the Insured Pet last covered under this Policy.

Immediately following the termination of this Policy, the coverage of any Insured Pet under this Policy shall cease to be in force. No unearned premium paid for the Period of Insurance of this Policy shall be refunded, unless specified otherwise in the General Conditions 3 (*Cancellation*).

#### **18. 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. Subject to the approval of the Company, the insurance coverage for an Insured Pet under this Policy will be Renewed up to age 15 of the Insured Pet. Any Renewal above age 15 of the Insured Pet is subject to individual consideration.

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 (b) all 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.

#### **19. 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.

#### **20. 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.

#### **21. 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.

#### **22. 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.

#### **23. 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.

#### **24. 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.

#### **25. 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.

## 26. 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.

## 27. 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.

## 28. 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.
7. All claims shall be made with supporting documents 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) and the following supporting documents, which, for the avoidance of doubt, the Company reserves the rights to request further information/documents should the needs arise.

### a) Veterinary Consultation

All claims must be notified to the Company in writing within 30 days of the incident with the below documents:

- (i) veterinary consultation (including medication) receipt(s) with the signature of the Vet and the company chop of the licensed Vet clinic stating:
  - the name, the microchip number (if any), breed, date of birth/age, sex, colour/markings of the Insured Pet as verified by the Vet and the name of its owner;
  - diagnosis of the Insured Pet and veterinary consultation fee; and
  - itemised prescribed medication, medical examination(s), including dressings, injection, prescribed drugs, x-rays, ultrasound and laboratory tests incurred;
- (ii) medical report/veterinarian certificate containing particulars of the claim, if appropriate; and
- (iii) other related medical proof which can support the claim, if appropriate.

### b) Third Party Liability

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, including but not limited to:

- (i) local police report or statement to police, if any;
- (ii) medical report containing particulars of the claim, if applicable;
- (iii) immediate written notification by the Policyholder and the Family to the Company of any impending prosecution, inquest or fatal injury, the possible claim indicating the nature and circumstances of the incident or event;

(iv) written confirmation from the Policyholder and the Family that no admission of liability has been made, no promise of payment and no settlement has been made or agreed to; and

(v) immediate submission to the Company of all relevant documentations including but not limited to copies of the summons, court documents, solicitors' and other legal correspondence and letters of demand by the Policyholder and the Family.

The Policyholder shall or the Policyholder shall procure the Family (if applicable) to comply with the terms and condition of this Policy and give all such information and assistance as the Company may require.

8. 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 terms and conditions of this Policy.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.



## 「e 優選」寵物門診醫療保條款及細則

### 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

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的不可預知、突發及非蓄意的事故。
2. 「**每保單之每年最高限額**」指每份保單於受保期內在保障條款第一部分下可享有的最高保障總額。
3. 「**共同保險**」指保單持有人在每個受保期內必須按保障項目表第一部分的比率分擔的符合索償資格的費用。為免存疑，共同保險並非指在實際費用超出本保單的賠償限額的情況下，保單持有人需支付的任何差額。
4. 「**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。
5. 「**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的每項索償支付保障前，保單持有人必須自行承擔的總金額。
6. 「**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。
7. 「**首個受保期**」指最初並未曾續保之受保期。
8. 「**香港**」指中華人民共和國香港特別行政區。
9. 「**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、感染或衰竭。
10. 「**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方符合保障的資格。

11. 「**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隻或貓隻。受保寵物於投保申請時的年齡必須最少為 13 個星期，並須少於 13 歲。
12. 「**受保期**」指本保單資料頁內所列的保單生效時期。
13. 「**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。
14. 「**保單生效日期**」指首個受保期之起始日。
15. 「**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。
16. 「**保單持有人**」指持有本保單以及受保寵物的擁有權，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。
17. 「**已存在之狀況**」指就受保寵物而言，在保單生效日期或隨後附加於本保單的批註內列明為該受保寵物的保障生效日期(按情況而定)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。
18. 「**續保**」指就本保單而言，緊接保單屆滿時立即續期。
19. 「**續保日**」指保單續保的日期，並為保單生效日期的每個周年日。
20. 「**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。
21. 「**獸醫**」指任何 a) 根據《獸醫註冊條例》(香港法例第 529 章)於香港獸醫管理局妥善註冊或如涉及香港以外地區，於當地擁有同等地位的機構註冊，及 b) 在受保寵物接受治療當地獲合法授權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。
22. 「**獸醫費用**」指因獸醫或註冊獸醫診所提供之治療或服務所已支付的合理慣例費用。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註冊獸醫診所，為針對類似疾病或傷患所提供的相類似的治療或服務所收取的合理慣例及正常的收費水平調整及支付賠償。
23. 「**等候期**」指就受保寵物而言，保單生效日期或隨後附加於本保單的批註內列明為該受保寵物的保障生效日期(按情況而定)起計算的 30 天(保單生效日期或該受保寵物的保障生效日期(按情況而定)包括在內)。於保障條款第一部分之保障將於上述 30 天期限屆滿後才開始提供，因受傷引致的損失除外。

### 保障條款

受保寵物依據以下的第一至二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、每保單的每年最高限額及分項上限，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 獸醫診症

本公司將支付受保寵物於受保期內因疾病或受傷而於註冊獸醫診所內招致之以下費用：

- (a) 接受獸醫診症時的所有獸醫費用；及

- (b) 任何處方藥物、包紮、注射、X光檢查、超聲波檢查及化驗之費用。

### 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) 就等候期內所招致的費用作出的索償(因受傷所招致的費用除外)；
- (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、寢具及沐浴用品之費用；
- (e) 與治療先天性疾病相關之費用；
- (f) 與行為問題有關之治療或培訓費用；
- (g) 治療隱瞞症之費用；
- (h) 與下列治療有關之費用：
  - 手術(包括手術室費用及麻醉師費用)；
  - 牙科(因意外而需接受的牙科治療除外)；
  - 懷孕、分娩或配種/繁殖及其任何併發症；
  - 器官移植；
  - 非必要就醫及整容手術；
- (i) 人道毀滅、義肢或輪椅費用；
- (j) 一般身體檢查、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；或
- (k) 獸醫收取之行政費用，包括但不限於為處理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**

保單持有人及/或其家屬如在受保期內就下列因受保寵物引起的情況而引致對第三者的法律責任，本公司將支付此項保障：

- (a) 第三者意外身故、身體受傷或生病；及/或
- (b) 第三者的財物遭受意外損失或損毀。

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損失或損毀；
- (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、罰金、附加費或逾期款項；
- (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；或
- (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。

## **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隨後附加於本保單的批註內列明為該受保寵物的保障生效日期(按情況而定)前已罹患之身體不適、疾病或狀況之復發或延續；
- (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、非法、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。

## **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. 通知**

保單持有人向本公司發出的所有通知必須以書面形式傳送至本公司的地址。除非由本公司的授權代表正式簽署，否則有關於本保單(包括其任何批註)的任何更改均屬無效。

### 3. 取消保單

- (a) 本公司可按保單持有人最後登記的電郵地址，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。在未有於受保期內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生效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

已生效的受保期		應收保費*	
不超過	1 個月	全年保費 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		全年保費的全額	

\*應收保費將受限於保單資料頁內所列之最低保費

### 4. 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。若保單持有人在受保寵物未能根據本公司的規定符合受保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。

### 5. 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。

### 6. 防止損失

- (a) 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。
- (b) 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儘快得到治療和痊癒，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。

### 7. 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。

### 8. 保單持有人的照顧

受保寵物必須一直在保單持有人及家屬同住的住址內受保單持有人或家屬照顧。

### 9. 植入晶片

就受保狗隻而言，由本保單生效日期或隨後附加於本保單的批註內列明為該受保狗隻的保障生效日期（按情況而定）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。

### 10. 更換身故受保寵物

在符合下列條件的前提下，保單持有人可因原本受保寵物於受保期內不幸身故而更換與受保寵物同一品種之寵物一次：

- (a) 就保費率而言，新受保寵物及已身故的受保寵物必須屬同一品種，否則必須遞交新的投保申請；
- (b) 適用於新受保寵物之等候期；
- (c) 本公司就更換發出之書面確認；
- (d) 任何已存在之狀況為不受保事項；及
- (e) 受適用於原本受保寵物之所有條款及條件限制。

惟本公司就兩隻受保寵物作出之最高合計賠償金額將不會超過保單資料頁內載明之賠償金額上限（即原適用於原本受保寵物的賠償金額上限）。

### 11. 新增或刪除受保寵物

- (a) 就「基本計劃」而言，恕不接受新增或刪除受保寵物。保單持有人只可於續保時要求將計劃級別轉換至「共享計劃」以新增受保寵物，惟須得到本公司的批准。
- (b) 就「共享計劃」而言，保單持有人可於續保時要求新增或刪除受保寵物，惟新增受保寵物須得到本公司的批准及受限於保障項目表內所列適用於「共享計劃」之每份保單的受保寵物數目上限。本公司將會就任何新增或刪除受保寵物重新計算保費。

### 12. 計劃更改

- (a) 就「基本計劃」而言，保單持有人可於續保時要求將計劃級別轉換至「共享計劃」，惟須得到本公司的批准及該要求只可因新增受保寵物而提出。
- (b) 就「共享計劃」而言，如保單內只餘下一隻受保寵物，保單之計劃級別將會於續保時自動轉換至「基本計劃」。
- (c) 本公司將會就任何計劃更改重新計算保費，而更改之計劃或會以新保單形式發出。

### 13. 法規

本保單於香港簽發，並受香港法律規管並按其詮釋。

### 14. 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。

## 15. 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。

## 16. 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。

## 17. 終止保單

本保單將在下列情況自動終止，以較早者為準：

- 當本公司或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；
- 當本保單的續保申請不獲本公司批准，本保單會在受保期的最後一天終止；或
- 本保單最後一名受保寵物身故當日。

在本保單終止後，本保單就受保寵物提供的保障亦即告終止。除非於一般條件中第 3 條（取消保單）特別註明外，任何就該受保期已繳但未到期的保費，將不獲退還。

## 18. 續保

受本公司享有終止本保單權利之條款約束下，於受保期屆滿時，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。在得到本公司的批准的情況下，受保寵物在本保單下之保障可續保至 15 歲。任何年齡為 15 歲以上的受保寵物的續保會再作個別考慮。

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 b) 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。本公司將會於續保日（即該等修訂生效日）前不少於 30 天以書面通知保單持有人有關之修訂，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。倘保單持有人以書面拒絕接受新保費，保單將於單持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。

## 19. 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。

## 20. 利益喪失

本保單的所有利益在下列情況下將會喪失：

- 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；
- 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；
- 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；
- 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；
- 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。

## 21. 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作放棄論，且日後不能再提出索償。

## 22. 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。

## 23. 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。

## 24. 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。

## 25. 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。

## 26. 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。

## 27. 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：

- 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。

## 28. 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。
7. 所有索償均須連同令本公司滿意的證明文件一併提交。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。為免存疑，本公司亦保留在有需要時要求提供進一步的資料或文件的權利。

### (a) 獸醫診症

所有索償必須於事發後 30 天內以書面向本公司提出：

- (i) 載有獸醫簽署及註冊獸醫診所印章之獸醫診症（包括藥物）收據，並須列有：
  - 受保寵物的姓名、微型晶片編號（如有）、品種、出生日期 / 年齡、性別、顏色 / 斑紋，並須經獸醫核實，及其擁有人之姓名；
  - 受保寵物的診斷及獸醫診症費用；及
  - 分項列明有關之處方藥物及醫學檢驗（包括已進行的包紮、注射、處方藥物、X 光檢查、超聲波檢查及化驗）；
- (ii) 醫療報告 / 獸醫證明書，並包含有關索償的詳情（如適用）；及
- (iii) 其他為支持有關索償的相關醫學證明（如適用）。

### (b) 第三者責任

保單持有人須就可能引致索償之事件立即向本公司提交書面通知，並提供全部詳情，包括並不限於：

- (i) 當地警方報告或向警方作出之陳述（如有）；
- (ii) 醫療報告，並包含有關索償的詳情（如適用）；
- (iii) 保單持有人及家屬須就任何臨近之檢控、研訊或致命事故立即向本公司提交書面通知，並提供有關事件或事故的性質及情況；
- (iv) 保單持有人及家屬須向本公司書面確認未有承認任何責任、作出或協議作出任何賠償承諾或協定；及
- (v) 保單持有人及家屬須立即向本公司提交所有相關文件，包括但不限於傳票、法庭文件、律師及其他法律信件及律師信。

保單持有人須或保單持有人須促使家屬（如適用）遵從本保單的條款及條件及向本公司提供所有本公司需要之一切有關資料及協助。

8. 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。
9. 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。
10. 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。
11. 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。
12. 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。
13. 如本公司於賠償時未知悉保單持有人及 / 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。