

PET ACCIDENT INSURANCE POLICY

INSURING CLAUSE

THIS POLICY IS A CONTRACT BETWEEN THE COMPANY AND YOU, THE POLICYHOLDER.

THIS POLICY APPLICATION FORM AND DECLARATION WHICH YOU SIGNED IS THE BASIS OF THIS CONTRACT.

WE WILL PROVIDE INSURANCE IN THE TERMS, CONDITIONS AND EXCLUSIONS SET OUT IN THIS POLICY. THE POLICY SCHEDULE AND ANY SUBSEQUENT ENDORSEMENT INCLUDING CLAUSES AND MEMORANDA ATTACHED ARE FORMING PART OF THIS POLICY. THE POLICY COVERS PET ACCIDENTAL INJURY OR THIRD PARTY LIABILITY WHICH MAY OCCUR DURING THE PERIOD OF INSURANCE SUBJECT TO THE LIMITS, TERMS, CONDITIONS AND EXCLUSIONS.

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.

Insured Eligibility

The **Insured Pet** must:

1. be cat or dog
2. be micro chipped
3. not have received any surgeries (except from normal body checking and preventive vaccine)
4. not be a working pet or pet with Commercial Purpose.
5. never show any aggressive or malignant tendencies and have no experience of attacking or biting anyone or other animals
6. not be physically defected or have any disability
7. not have claim record(s)
8. not have accidentally been injured
9. be aged at least 6 months old and not more than 10 years old at the Policy Effective Date of the first period of insurance.
10. not be the following dog breeds: a. Bull Terrier b. Dogo Argentino c. Fila Brazilier d. Japanese Tosa e. Pit Bull Terrier f. Tibetan Mastiff or any of their cross breed

The **Policyholder** must be 18 years old or above

No cancellation and premium refund are allowed for the Pet Accident Insurance

Definitions:

- 1. Accident/Accidental**
means a sudden, unforeseen and unexpected event happening by chance within the Territorial Limits during the period of insurance.
- 2. Accidental injury**
means Bodily injury to the Insured Pet arising from an Accident and where such bodily injury is with obvious trauma which is directly caused by accidental, violent, external and visible means without any other contributing causes and where the injury is not self inflicted whilst this Policy is in force.
- 3. Benefit Limit**
means the total amount payable under the Policy for each cover selected. This is the annual maximum amount, inclusive of any applicable sub-limits that the Company will pay within the Period of Insurance as shown on the Policy Schedule.
- 4. Commercial purpose**
means a pet used for commercial guarding, racing, competition, search and rescue, customs and epidemic prevention, laboratory testing or experiment, commercial breeding/breeding or any other commercial purposes.
- 5. Company/Our/Us**
China Ping An Insurance (H.K.) Company Limited.
- 6. Deductible**
means the first portion of any claim for which the Policyholder is liable.
- 7. Elective Treatment**
means treatment or surgery that is beneficial to the Insured Pet but is not essential for the survival of the Insured Pet or does not form part of the Treatment for the Accidental Injury.
- 8. Family members/Your family**
Your spouse, children, parents and other relatives normally living with you.
- 9. Incident**
means an incident occurring during the period of insurance which may be a potential claim under a cover subject to the terms of the Policy.
- 10. Insured Pet**
means the micro chipped dog or cat which is insured under this Policy, and is named as the "Insured Pet" in the Policy Schedule.
- 11. Policy**
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 authorized representatives.

- 12. Policy Effective Date**
means the date when cover for the Insured Pet first started as shown on the Policy Schedule.
- 13. Policy Expiry Date**
means the date when cover for the Insured Pet terminates and benefits cease as shown in the Policy Schedule.
- 14. Policy Schedule/Schedule**
means a typed sheet attaching to this Policy which sets out the particulars of the Insured Pet, Policyholder, period of insurance, each cover and coverage details and forms part of and should be read in conjunction with the Policy.
- 15. Policyholder/You**
means the person or entity who is the owner of both this Policy and the Insured Pet, and is named as "Policyholder" in the Policy Schedule.
- 16. Pre-existing Condition**
any sickness, injury or physical condition which has existed prior to the Policy Effective Date in respect of the Insured Pet, which presented signs or symptoms of which the Policyholder has been aware or should have reasonably been aware.
- 17. "Renewal" or "Renew"**
this Policy is renewed without any lapse of time upon its expiry.
- 18. Renewal Date**
each anniversary of the Policy Effective Date upon Renewal of the Policy.
- 19. Table of Benefits**
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.
- 20. Territorial Limits**
means the Hong Kong Special Administrative Region.
- 21. Treatment**
means reasonable and customary examinations, consultations, hospitalization, surgery, x-rays, medication, diagnostic tests, nursing and other care and procedures provided by a Vet for Accidental Injury during the period of insurance.
- 22. Vet**
means 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.
- 23. Vet Expenses**
means the reasonable and customary expenses incurred and paid in respect of treatment or services provided by a Vet or licensed Vet clinic. If the fees charged are considered to be excessive or unreasonable by the Company, the benefits shall then be adjusted and paid based on the reasonable, customary and normal fees typically charged for similar treatment or services for that medical condition in the locality where the charge is incurred.
- 24. Waiting Period**
means the 14 days stated under each cover starting on the Policy Effective Date of the period of insurance during which a condition that occurs or shows signs will be excluded from coverage unless otherwise stated on the Policy Schedule.

Section 1. Accidental Injury Cover

In the event that during the period of insurance Vet Expenses are incurred by the Policyholder for Treatment of the Insured Pet, the Company will reimburse up to the Benefit Limits arising from Accidental Injury in accordance with the Table of Benefits under the Policy Schedule:

1a) Veterinary Consultation & Examinations in the Veterinary Consultation

When Vet expenses are incurred due to each Accidental Injury, the Company shall cover the Insured Pet for the following expenses at the consultation:

- consultation fee
- drug fee
- X-rays, ultrasound and laboratory tests

1b) Surgery and Postoperative Hospitalization Coverage

When Vet Expenses are incurred due to each Accidental Injury, The Company will cover the Insured Pet for the cost incurred in a licensed Vet Clinic for:

- surgical fee
- operating theatre fee
- anaesthetists fee
- postoperative hospitalization for a period of no less than 24 consecutive hours during the period of insurance for Injury.
- any reasonable and necessary surgery-related medical expenses

If Vet Expenses are incurred by non-surgical and hospitalized treatment which is due to the same Accident after discharge from the hospital, compensation will be made in accordance with **(Section 1a Veterinary Consultation and Examinations)**.

Exclusions to Section 1

1. A **Pre-existing Condition** or a related condition.
2. Damage to teeth and gums unless accompanied by Accidental Injury arising from the same Accident.
3. Vet Expenses caused by the Accidental Injury of food poisoning.
4. Any of the excluded matters listed under **General Exclusions**.

Section 2. Third Party Liability Cover

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:

- 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 stated in the Policy Schedule is inclusive of all legal costs and expenses incurred in the defence and settlement of any claims.

Exclusions to Section 2

The Company will not be liable in respect of:

1. the first HK\$1,000 or 10% (whichever is higher) of each and every claim under **(Section 2. Third Party Liability Cover)**;
2. 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;
3. accidental bodily injury to or illness contracted by the Policyholder, the Family, or any person residing with or in the service of the Policyholder;
4. fines, penalty, surcharge or late payment;
5. punitive, aggravated or exemplary damages;
6. 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;
7. any claim arising from an occurrence in connection with the Policyholder's profession, occupation or business; or
8. any liability assumed by the Policyholder under any contract or agreement unless such liability would have attached in the absence of such agreement.
9. Any of the excluded matters listed under **General Exclusions**.

Renewal No-Claim Discount

In the event of no claim being made or arising under this Policy during a period of insurance specified below immediately preceding the Renewal of this Policy, the Renewal premium shall be reduced as follows:

Consecutive No-claim Period	Discount Applicable
One year	10%
Two consecutive years	20%
Three consecutive years or more	30%

If there is an occurrence of claim, the No-Claim Discount shall be rescinded at the next renewal of the Policy.

The No-Claim Discount is not affected by any notification or information which the Policyholder is obliged to provide to the Company unless it is in relation to a claim made on the Company.

In the event that after the Policy is Renewed at a no claim discount, a claim for any benefit, which has accrued in the previous period of insurance, is paid or becomes payable by the Company, the Policyholder shall reimburse the discounted amount to the Company within 21 days from the date of an invoice issued by the

Company. No benefits shall be payable under this Policy unless the discounted amount is received by the Company.

General Exclusions

Please remember that these general exclusions apply to all sections of this Policy irrespective of whether it has been specifically referred to as an exclusion under a particular section.

Unless otherwise stated in the Policy, Vet Expenses and/or costs related to the following are not covered:

1. Outside the Territorial Limits
2. Liability and cost arising from any intentional or preventable act and Accidental Injury expense arising from any intentional, neglectful or preventable act.
3. Any claims involving any pet not specified in the insurance contract.
4. 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.
5. Waiting Period: any condition that occurs or recurs within the Waiting Period (refer to Definition).
6. Services and Procedures:
 - a) ambulance fees, expenses not related to Vet services and non-essential hospitalization
 - b) house calls and out-of-hours Treatment unless the Vet believes an emergency consultation was necessary, in which case the Company's liability is limited to the amount that would have been payable had the Treatment been provided at a Vet practice during normal consultation hours
 - c) organ transplant surgery, artificial limbs, prosthetics, pacemakers and any associated expenses unless specifically authorized and agreed by the Company in writing prior to any Treatment.
7. Elective Procedures and Treatments:
 - a) Elective Treatments including but not limited to nail clipping, tail docking, debarking, preanesthetic blood tests, declawing, dewclaw removal; ear cropping and nasal fold, skin fold, stenotic nares and soft palate resections
 - b) routine examinations
 - c) cosmetic procedures
 - d) experimental Treatments or therapies; investigational or otherwise not within the standard of care accepted by the Veterinary Surgeons Board of Hong Kong
 - e) desexing

- f) cryptorchidism
- g) hip and elbow scoring

8. Insured Pet not being protected:

- a) a malicious act, deliberate injury or gross negligence caused by the Policyholder or anyone living with the Insured Pet; or
- b) the Policyholder's failure to take all reasonable precautions to protect the Insured Pet from situations that may result in injury or from aggravating a treated condition

9. Ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.

10. Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, civil rebellion, revolution, insurrection, any act of terrorism, civil commotion assuming the proportions of or amounting to an uprising military, or usurped power.

11. Any claims for violation of pet insured eligibility at the time when applying for insurance.

General Conditions

The following terms and conditions are applicable to all Sections of the Policy.

1. Terms and Conditions

Payment of any section under this Policy is subject to the definitions, exclusions and all other terms and conditions of this Policy. In addition, please be aware that:

- a) there are limits on the amounts the Company will pay, reimburse or indemnify the Policyholder in the event of a claim and these limits are specified in the Policy Schedule; and
- b) The Company will not pay the Policyholder for claims which arise out of or in connection with items which are listed under **General Exclusions**; and
- c) if any claim made under this Policy is covered by any other policy of insurance or medical / health scheme, the Company shall not be liable to pay under this Policy except for the excess beyond the amount payable under such other policy of insurance or medical / health scheme.

2. Governing Law

This Policy shall be governed by and interpreted in accordance with the law of the Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts. The

indemnity under this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong.

3. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Policyholder or on his/her behalf to obtain any benefit under this Policy, all benefits shall be forfeited

4. Exaggerated and/or Inflated Claims

The Company will have no liability to pay any benefits under this Policy if the Policyholder makes any claim that is fraudulent or exaggerated or makes any false declaration or statement in support of a claim. The Company reserves the right to recover from the Policyholder any amounts that may have already been paid out.

5. Duty of Disclosure

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

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

6. Policy Wordings

This Policy, the Policy Schedule, any memorandum, application, Proposal, declaration, or endorsement attached or issued and the Table of Benefits shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Policy Schedule or memorandum or application or Proposal or declaration or endorsement or

Table of Benefits shall bear such specific meaning wherever it may appear.

7. Observance of Terms

The due observance and fulfillment of the terms of this Policy insofar as they relate to anything to be done or not to be done by the Policyholder and the truth of the statement and answers in the Proposal shall be condition precedent to any liability of the Company to make any payment under this Policy.

8. Claims Procedure

Notice of any Third Party Liability or Accident Injury, in respect of which a claim is to be made shall be given to the Company as soon as possible but in any case within 30 days of the Incident giving rise to such a claim. All certificates, information and evidence required by the Company shall be furnished at the expense of the Policyholder and shall be in such form and of such nature as the Company may prescribe. The Policyholder as often as required shall submit the Insured Pet to medical examination upon the request of the Company at its own expense in respect of any alleged condition.

9. Changes in Circumstances

The Policyholder shall give notice to the Company of any change of the Insured Pet. This Policy shall become void if the change(s) is found not to be meeting the Eligibility criteria during the period of insurance or claim(s).

10. Policy Cancellation

For policy termination, You and We have to give a 30-day prior written notice to each other. No refund of premium is payable in the event of such cancellation. The company has the right to cancel the policy or any part of it by giving 30 days' prior notice in writing by registered letter to Policyholder's last known address. The company will return the premium to Policyholder for the unexpired period on a pro-rata amount of the annual premium if no claim involved.

11. 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.

12. Subrogation

The Policyholder shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its paying or making good any damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

13. Other Insurance

Subject to all other applicable conditions contained in this Policy, the Company shall not be liable for loss if, at the time of loss, there is any other insurance which would attach if this Policy had not been effected, except that the coverage provided for under this Policy shall apply only as an excess and in no event as a contributing insurance, and then only after all other insurance has been exhausted.

14. Renewal

At the expiry of this Policy, subject to the right of the Company to terminate this Policy for Renewal 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, the scope of coverage and the claim record(s) at the time of each Renewal and the Renewal of this Policy is guaranteed up to age 9 of the Insured Pet.

15. 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 not knowingly exposed to situations that may result in Injury. If any Injury does occur, then the Policyholder must take all reasonable steps to facilitate prompt treatment and recovery, to minimize complications, to prevent recurrence of such condition, and to prevent any aggravation of the condition of the Insured Pet. Failing to comply with the duty of care may result in denial of claims for treatment.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Sanction Clause

No (re) insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to that (re)insurer.

24. Clerical Error

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

25. Riot, Strike & Civil Commotion Exclusion Clause

Notwithstanding any provision to the contrary contained in this Policy or the Clause referred to therein, it is agreed that this policy does not cover any accident, injury, disease, loss or liability occasioned by, or happening through, strike, riot or civil commotion.

26. Terrorism Exclusion Clause for Contamination And Explosive

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expenses directly or indirectly arising out of

- a) Biological or chemical contamination
- b) Missiles, bombs, grenades, explosives due to any act of terrorism.

For the purposes of the endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organizations or governments committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

If the insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.