

# Pet Insurance Policy

The Policyholder and FWD General Insurance Company Limited (富衛保險有限公司) agree that:

This policy document, schedule and any endorsement to this Policy shall be read together as one contract.

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.

This Policy comes into force on the condition that the Policyholder has paid the premium specified in the Insurance Certificate in full and the application has been approved by the Company.

The Company shall provide insurance coverage subject to the limits, terms, conditions and exclusions of this Policy.

The due observance of the terms, conditions, exclusions and endorsements of this Policy relating to anything to be done or to be complied with by the Policyholder or the Insured Person 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.

## IMPORTANT NOTICE

1. Please examine this Policy carefully. If there are any errors or if it does not meet Your requirements, please contact the Company or Your Insurance Broker/Agent immediately.
2. Pursuant to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$500 if the Policy is terminated at the request of the Insured.

## 請注意

1. 請貴保戶詳細查閱此保單之內容，如有任何疑問，請從速與本公司或閣下之保險經紀/代理人聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣五百元正保費。

## PART I - DEFINITIONS

The definitions below apply to the following words and phrases wherever they appear in this Policy, the Insurance Certificate or any subsequent endorsements attached to this Policy:

1. **“Accident”** or **“Accidental”** means an unforeseen, sudden and unintended event which happens during the Period of Insurance, causing bodily injury to the Insured Pet.
2. **“Clinical Signs”** means any changes to the Insured Pet’s normal healthy state.
3. **“Euthanasia”** means the terminally the life of Insured Pet with the intention of reducing pain, illness or an incurable condition, as by lethal injection or medicine which either immediately or suspension of medical treatment that is certified and recommended by a Vet.
4. **“Family”** means Your spouse, children, parents or relatives normally living with You.
5. **“Hong Kong”** means Hong Kong Special Administrative Region of the People’s Republic of China.
6. **“Illness”** means sickness, disease or abnormality to the Insured Pet’s normal healthy state during the Period of Insurance which is not caused by Injury.
7. **“Injury”** means any physical harm to the Insured Pet caused directly, solely and independently of any other cause by violent, accidental, external and visible means occurred during the Period of Insurance.
8. **“Insured Pet”** means any dog or cat which is specified as the “Insured Pet” under this Policy with name and microchip number printed in the Policy Schedule or by way of subsequent endorsement to this Policy.
9. **“Miscellaneous Expenses”** means any reasonable and necessary expenses for medication, procedures and other medical services and supplies solely for the cure or relief of the particular medical condition(s) other than any consumable items or any related expense after discharge of confinement or during any follow-up treatment.
10. **“Period of Insurance”** The period specified on the Policy Schedule and any subsequent period which You shall have paid and We shall have accepted renewal premium.
11. **“Policy”** means this “Pet Insurance” insurance policy underwritten and issued by the Company, which refers to the entire contract between You and the Company including but not limited to this policy document, application, proposal, declaration, Policy Schedule herein, and any endorsements attached thereto.
12. **“Policy Effective Date”** means the commencement date of the first Period of Insurance.
13. **“Policy Schedule”** means the document which describes you, the Insured Pet and the coverage details and attaching to and forming part of this insurance contract.
14. **“Pre-existing Condition”** means any Illness, physical condition, degenerative process, which existed prior to the Policy Effective Date in regards to the Insured Pet, which presented to signs or symptoms whether or not You are aware.
15. **“Territorial Limit”** means the area(s) referred to in the Territorial Limit Clause of this Policy.
16. **“Vet”** means a legally licensed veterinarian or specialist veterinarian duly qualified and legally registered and practicing in according with the applicable laws of the country where the treatment took place, but in no circumstance shall include the Policyholder, an insurance intermediary, an employer, employee, immediate family member or business partner(s) of the Policyholder.

17. **“Vet Expenses”** means the reasonable and customary charges incurred and paid in respect for the treatment provided by a Vet or Vet clinic. The Company has an absolute discretion to adjust the benefits when the fees charged are considered to be excessive or unreasonable in comparing with the normal fees typically charged for the similar treatment or services for the medical condition in the locality where the charge is incurred.
18. **“Waiting Period”** means the first 30 days from the Policy Effective Date (inclusive). The benefits of this Policy shall be available only after the expiry of the aforesaid 30 days period.
19. **“We”, “Us”, “Our” or “Company”** means FWD General Insurance Company Limited.
20. **“You”, “Your”, “Yourself” or “Policyholder”** means the person named on the Policy Schedule as “Policyholder” or by way of subsequent endorsement to this Policy.

## **PART II – INSURED BENEFITS**

You may claim for reimbursement of the costs and expenses set out in this Part II up to the relevant maximum limit shown on Your Policy Schedule, subject to the stated level of excess and any exclusions in this Policy.

### **SECTION 1 - Medical Coverage**

#### **A) Veterinary Consultation Fee**

The Vet Expenses made for the consultation incurred to the Insured Pet as a result of Illness or Injury occurred during the Period of Insurance.

#### **B) Prescribed Medication**

The cost of any prescribed drugs, dressings and injections dispensed by a Vet clinic during the Period of Insurance for Illness and Injury but excluding drugs related to surgery or any expenses covered under Section 1(D) (Clinical and Surgical Expenses) of this policy document.

#### **C) Room and Board (Benefits Available Under Plan 2 and 3 only)**

The incurred cost in a Vet clinic for a confinement no less than 12 consecutive hours as a result of Illness or Injury occurred in the Period of Insurance.

#### **D) Clinical and Surgical Expenses (Benefits Available Under Plan 2 and 3 only)**

The incurred expenses related to surgery or confinement in a Vet clinic as the results of Illness and Injury occurred in the Period of Insurance, subject to the maximum limits and sub-limits stated in the Policy Schedule:

- X-rays and laboratory tests fee
- Surgical fee
- Operating theatre fee
- Anaesthetists fee
- Euthanasia fee
- Miscellaneous Expenses

### **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 including:
1. all illness that first showed Clinical Signs during the Waiting Period;
  2. all illness which is the same as, or has the same diagnosis or Clinical Signs as an illness that first showed Clinical signs during Waiting Period;
- except for those incurred as a result of Injury caused by Accident;
- (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 hereditary, congenital abnormality or congenital illness declared or judged by a Vet;
- (f) fees for the treatment or training of therapy for behavioral problems, mental or emotional disorder;
- (g) fees for the treatment for cryptorchidism;
- (h) costs of any treatment related to
- dentistry (except dental treatment due to an Accident);
  - pregnancy, birth or breeding and any complications thereof;
  - organ transplantation;
  - elective procedures and cosmetic surgeries;
- (i) Vet Expenses incurred during the confinement for any period in excess of 30 days beyond the expiry of the Period of Insurance;
- (j) costs of any routine physical examinations, X-Ray, laboratory tests (other than related to surgery or confinement in a Vet clinic), preventative treatments, preventative vaccinations, spaying, neutering, castration, grooming, 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;
- (k) administrative fees charged by the Vet for the purposed of processing Your claims including but not limited to any charges for completing the claim forms and/or providing reports, certificates, supporting documents or other information.

## **SECTION 2 - Third Party Liability**

Sums for which You shall become legally liable to pay as compensation in respect of any

- (a) accidental bodily injury or illness to third parties caused by the Insured Pet; and/or
- (b) accidental loss or damage to property belonging to third parties caused by the Insured Pet
- during the Period of Insurance within the Territorial Limit.

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**

We shall not be liable for:

- (a) the first HK\$3,000 of each and every claim;
- (b) loss or damage to property in the ownership, custody, care or control of Yourself, the Family, or any person residing with or in the service of You;
- (c) accidental injury to or illness contracted by You, the Family, or any person living with or in the service of You;
- (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 Your profession, occupation or business;
- (h) any liability assumed by You under any contract or agreement unless such liability would have attached in the absence of such agreement.

**SECTION 3 - Funeral Service (Benefits Available Under Plan 2 and 3 only)**

Cost incurred for the cremation, funeral service and/or handling charges from the Vet or funeral service providers in respect of the handling of the remains of the Insured Pet during the Period of Insurance.

**Exclusions Applicable to SECTION 3**

We shall not be liable for:

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

**SECTION 4 - Holiday Cancellation (Benefits Available Under Plan 2 and 3 only)**

Non-recoverable pre-paid holiday cancellation and curtailment costs during the Period of Insurance, if

- (a) Your holiday is cancelled less than 7 days before the scheduled departure date; or
- (b) You abandon part of the holiday to return to Hong Kong before the scheduled return date,

in the event that in the Vet's opinion in writing, the Insured Pet requires emergency life-saving surgery, and this necessitates cancellation or curtailment.

**Exclusions Applicable to SECTION 4**

This benefit shall not cover any loss (including but not limited to any non-recoverable pre-paid holiday cancellation and curtailment costs) as a result of or pertaining to:

- (a) non life-saving surgery of the Insured Pet;
- (b) any pre-existing or foreseeable condition or disease prior to departure (This exclusion only applies to loss as a result of curtailment);
- (c) any cancelled holiday booked less than 15 days prior to the scheduled departure date;
- (d) which has been compensated by any other insurance and/or sources;
- (e) any loss of other persons who will be on holiday with You.

**SECTION 5 - Advertising Expenses (Benefits Available Under Plan 2 and 3 only)**

The cost of advertising in the local newspaper, magazine or mass media to help finding the Insured Pet if it is stolen or lost during the Period of Insurance, provided that the cost of advertising is incurred within 30 days of the date on which the Insured Pet is stolen or lost.

**SECTION 6 - Overseas Cover (Benefits Available Under Plan 2 and 3 only)**

We shall extend to the cover of the above mentioned Section 1, 2 and 3 for the Insured Pet whilst:

- (a) travelling or
- (b) temporarily located to any country outside Hong Kong

with You or the Family up to maximum 90 days per trip from the date of departure including the quarantine period provided that the maximum liability of the Company under this section shall not exceed the respective limits stated in the Policy Schedule under Section 1, 2 and 3.

**Exclusions Applicable to SECTION 6**

We shall not be liable for:

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

### **TERRITORIAL LIMIT**

The cover under Section 1, 2 and 3 is subject to the following Territorial Limit:-

- (a) Anywhere within Hong Kong only; and
- (b) (Where the Overseas Cover under Section 6 is applicable) worldwide only for the extended cover of the Insured Pet whilst it is:
  - (i) travelling; or
  - (ii) temporarily located outside of Hong Kongwith You and/or the Family up to maximum of 90 days per trip in each Period of Insurance.

### **GENERAL EXCLUSIONS**

The following Exclusions are applicable to all sections in this Policy. We shall not cover the following:

- (a) Any pet less than 6 months old or over 8 years old on the Policy Effective Date.
- (b) Any claims involving any pet not specified in the Policy Schedule.
- (c) Any claims involving a pet used for commercial guarding, racing, search and rescue, customs and quarantine, laboratory testing or experiment, commercial breeding or being used in connection with any trade or business.
- (d) Any claims involving any pet that is not permanently and positively identifiable by means of a microchip prior to receiving treatment which results in a claim.
- (e) 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.
- (f) The recurrence or continuation of illness, disease or any condition from which the Insured Pet previously suffered arising prior to the Policy Effective Date.
- (g) Any consequential loss.
- (h) Any claims for treatment and services provided by any persons other than a Vet.
- (i) Any claims for Illness, Injury or legal liability caused by any wilful, malicious, unlawful, reckless or deliberate act or gross negligence of You, the Family, or any person residing with or in the service of You.
- (j) liability directly or indirectly occasioned by or through or in consequence of:
  - (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power: or
  - (2) any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by , resulting from in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

(k) loss, damage, cost or expense directly or indirectly arising out of

- a) biological or chemical contamination
- b) Missiles, bombs, grenades, explosives

due to any act of terrorism.

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

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

If the Company 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.

(l) liability directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 3) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(m) Sanction Exclusion

Notwithstanding anything to the contrary in the Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

**VOLUME DISCOUNT**

You are entitled to a discount on the premium payable for any period of insurance of this Policy based on the total number of insured pets owned by You on the Policy Effective Date or the subsequent renewal date of this Policy (as the case may be). The discount percentages are set out in the table below:

Volume Discount Table

Total number of the Insured Pets	Discount Percentage on the premium payable
1	0%



2	15%
3	20%
4	25%
5 or more	30%

## GENERAL CONDITIONS

The following terms and conditions are applicable to all sections in this Policy:

- (a) The Insured Pet must be at least 6 months but less than 9 years old on application for insurance. Subject to the Company's discretion, pets aged 9 years old or above may be accepted for renewal policy.
- (b) You 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.
- (c) The Insured Pet must at all times be under the care of Yourself or the Family at the physical address as declared in the application form or written notice of change.
- (d) Insured dogs must be micro-chipped and licensed according to the statutory requirement from the Policy Effective Date, and remain so, throughout the entire Period of Insurance.
- (e) Insured cats must be micro-chipped on or prior to the expiry of the Waiting Period and remain so, for the entire Period of Insurance.
- (f) 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:
  - (i) application of Waiting Period to the new Insured Pet (The effective date of change will be deemed to be the Policy Effective Date for the purposes of determining any Pre-existing Condition for the new Insured Pet);
  - (ii) written confirmation of the Company with respect to the change;
  - (iii) exclusion for any Pre-existing Condition (The effective date of change will be deemed to be the Policy Effective Date for the purposes of determining any Pre-existing Condition for the new Insured Pet);
  - (iv) subject to all other terms and conditions applicable to the original Insured Pet, 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.
- (g) Coverage cannot be changed during the Period of Insurance.
- (h) The coverage provided by this Policy shall not apply in respect of judgments which are not delivered by or obtained from a court of a competent jurisdiction within Hong Kong.
- (i) The Company may cancel this Policy by giving 7 days' written notice by registered letter to You at Your last known correspondence address provided that the Company shall in that event return to You the unearned portion of premium on pro-rata basis.

- (j) This Policy may also be cancelled at any time by You by giving 7 days' written notice to the Company, provided that no claim has incurred during the Period of Insurance. You shall be entitled to the difference (if any) between premium paid and the premium calculated at the Company's short period rate table as shown below according to the respective period of which the Policy has been in force during a Period of Insurance.

Short Period Rate Table

Period of Insurance		Premium charge*	
Not exceeding	1 month	20%	of annual premium
	2 months	30%	
	3 months	40%	
	4 months	50%	
	5 months	60%	
	6 months	70%	
Above 6 months		Full annual premium	

\* The minimum premium charge per Policy is HK\$500 after discount (if any).

- (k) If the application, proposal or declaration or part thereof is untrue, inaccurate or omitted in any material way affecting the risk, or if this Policy or any renewal thereof is obtained through any misstatement, misrepresentation, omission 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 in any of these cases, this Policy shall be void.
- (l) We will send You a renewal notice with the renewal terms (the terms may be different from this Policy) if We desire to renew this Policy. Subject to the Insured Pet's age not exceeding 9, this Policy will be renewed if the required premium and documents for renewal are received by Us in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of Our right under this clause and/or the renewed Policy.
- (m) Unless renewed or otherwise specified in this Policy, the benefits under this Policy shall terminate from the last date of a Period of Insurance.
- (n) Coverage under this Policy is provided only if You pay the premium by the due date.
- (o) You and the Family shall take all reasonable precautions to prevent accidents and comply with all statutory and/or other obligations and regulations.
- (p) You 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 You 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 Pets. Failing to comply with Your duty of care may result in denial of claims for treatment.
- (q) All amounts payable either to or by the Company shall be payable in the currency specified in the Policy Schedule. Should the payment of any benefit be requested by You in a currency other than the currency stipulated in the Policy Schedule, such payment may be made at the Company's election at the selling rate of exchange for the alternative currency effective at the time the Company makes such payment.
- (r) All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first

obtained. If the Company shall disclaim liability to You for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- (s) This Policy shall be subject to the exclusive jurisdiction of Hong Kong and construed in accordance with the laws of Hong Kong.
- (t) The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and the only parties who may enforce the terms of the Policy are the Policyholder and the Company (or their authorised representatives).

## **CLAIMS CONDITIONS AND PROCEDURES**

### **1. The following terms and conditions are applicable to all sections of this policy document unless otherwise specified:**

- (a) You must not make any admission, promise of payment or make or accept any offer without Our written consent and We shall be entitled, if We do so desire to take over, exercise any right, and conduct in Your name the defence or settlement or handling of any claim and You shall give all such information and assistance as We may require.
- (b) All claims must be made by filing Our Company's claim form which is available on request from Our office. (Note: faxed claims must have originals to be followed by post.)
- (c) You must allow Us to access to all Vet medical records.
- (d) We or Our representatives will deal with You direct regarding settlement of the claim.
- (e) If, at the time any claim arises under this Policy, there be any other insurance or sources covering the same risk, loss or liability, We shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance or sources.

### **2. For Claims under Sections 1, 3, 4, 5 and 6 of Part II of the Policy**

In addition to the conditions in Paragraph 1 above, You must comply with the following:

- (a) All claims must be notified to Us in writing within 30 days of the incident.
- (b) The original itemised invoice and receipt of payment must accompany the completed claim form. Copies are not acceptable.
- (c) Both You and the attending Vet must sign and complete the claim form.
- (d) For claims under Section 1,
  - all costs and expenses for services rendered by a Vet shall be first settled by You to the Vet direct at the time the service is rendered to the Insured Pet.
- (e) For the theft or loss of the Insured Pet, You must
  - at Your own expenses provide Us with all certified information and evidence as the Company may request;
  - report the loss or theft of the Insured Pet to the police immediately.

### **3. For Claims under Section 2 of Part II of the Policy**

In addition to the conditions in Paragraph 1 above, You must comply with the following:

- (a) In the event of any occurrence which may give rise to a claim under this Policy, You shall immediately give notice thereof in writing to the Company with full particulars.
- (b) You shall send to the Company all letter of claim, writ of summons or legal document immediately upon receipt.
- (c) You shall advise the Company immediately when You have knowledge of any impending prosecution, inquest or fatal injury.
- (d) You shall not make any admission, promise of payment, make or accept any offer without Our prior written consent.
- (e) You shall give all such information and assistance as the Company may require.

#### **Note:**

- We shall be entitled to decline to take over, exercise any rights and conduct in Your name the defence or settlement or handling of any claim if You have breached the Policy terms and conditions.
- Incomplete claim forms will be returned to You and this may result in delays in processing Your claim.