

Blue Cross (Asia-Pacific) Insurance Limited 藍十字(亞太)保險有限公司

Customer Service Hotline 客戶服務熱線:3608 2988 Fax傳真:3608 2989 E-mail電郵:cs@bluecross.com.hk

Pet Care 智得寵

Terms and Conditions 條款及細則

Please read these terms and conditions carefully. Should you have any queries, please call our Customer Service Hotline.

請詳細閱讀此條款及細則。如有任何查詢,請致電客戶服務熱線。

Please examine this policy document and the Policy Schedule. If they do not meet any of Your requirements, or if any information is not correctly stated, please kindly return both documents to the Company and request for correction of information. Please do not hesitate to contact the Company if You are in any doubt about the Policy.

The application, proposal and declaration that have been completed and provided to the Company by the Policyholder are the basis of this contract and are deemed to be incorporated herein. You are obliged to pay the premium stated in the Policy Schedule as consideration for this Policy. We will provide insurance subject to the limits, terms, conditions and exclusions set out in this policy document. This policy document together with the enclosed Policy Schedule and any endorsements subsequently issued should be read together as one contract formed between You and the Company.

- (a) The due observance and fulfilment of Your obligations, the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by You or any other person claiming to be indemnified; and
- (b) the truth of the statements and answers in the said application, proposal and declaration

shall be the conditions precedent to any liability of the Company to make any payment under this Policy.

The Policy has been arranged on the basis of the information supplied by You to the Company. We shall be entitled to decline Your claim under this Policy upon any breach of the aforesaid obligations, omission and/or the making of any statement which are not entirely truthful or accurate by You.

TERRITORIAL LIMIT

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

DEFINITIONS

- "Accident" or "Accidental": means an unforeseen, sudden and unintended event which happens during the Period of Insurance, causing bodily injury to the Insured Pet.
- "Euthanasia": means the deliberate ending of the life of the Insured Pet which is suffering from a terminal illness or an incurable condition, as by lethal injection or the suspension of extraordinary medical treatment that is certified and recommended by a Vet.
- 3. "Family": means Your parents, spouse, children or any family members who are residing with You.
- 4. **"Hong Kong"**: means Hong Kong Special Administrative Region of the People's Republic of China.

- "Illness": means 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.
- 6. "Injury": means any physical harm to the Insured Pet caused by an Accident as a result of external, violent and visible means, solely, directly 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.
- 7. "Insured Pet": means any dog or cat which is insured under this Policy, and is named as the "Insured Pet" in the Policy Schedule or by way of subsequent endorsement to this Policy.
- 8. "Miscellaneous Expenses": means any reasonable and necessary expenses for prescribed drugs, injections, dressings and other medical services and supplies related to a surgery or confinement but excludes any consumptions or expenses incurred after the discharge of confinement or during any follow-up treatment.
- 9. **"Period of Insurance"**: means the period of time specified in the Policy Schedule during which this Policy is effective.
- 10. "Policy": means this "Pet Care" 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.
- 11. "Policy Effective Date": means the commencement date of the first Period of Insurance.
- 12. "Policy Schedule": means a schedule attached to the Policy, which sets out the particulars of the Insured Pet, Policy details, Period of Insurance and coverage details.
- 13. "Pre-existing Condition": means any sickness, disease 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 You have been aware or should have reasonably been aware.
- 14. "Territorial Limit": means the area(s) referred to in the Territorial Limit Clause of this policy document.
- 15. "Vet": means a legally licensed veterinarian or specialist veterinarian, who is a) duly registered with the Veterinary Surgeons Board 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 in the geographical area of his practice to render veterinary service or practise veterinary surgery, but in no circumstance shall include the Policyholder, an insurance intermediary, an employer, employee, immediate family member or business partner(s) of the Policyholder.
- 16. "Vet Expenses": means the reasonable and customary expenses incurred and paid in respect of treatment or services provided by a Vet or 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.

- 17. "Waiting Period": means the period of 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.
- 18. "We", "Us", "Our" or "Company": means Blue Cross (Asia-Pacific) Insurance Limited.
- 19. "You", "Your", "Yourself" or "Policyholder": means the person who is the owner of both this Policy and the Insured Pet, and is named as "Policyholder" in the Policy Schedule or by way of subsequent endorsement to this Policy.

BENEFIT PROVISIONS

SECTION 1 Medical Coverage

A) Veterinary Consultation Fee

We shall cover the Insured Pet for all Vet Expenses made for the consultation carried out by a Vet during the Period of Insurance for Illness or Injury up to the maximum limit stated in the Policy Schedule.

B) Prescribed Medication

We shall cover the Insured Pet for the cost of any prescribed drugs, dressings and injections dispensed by a Vet clinic during the Period of Insurance for Illness and Injury up to the maximum limit stated in the Policy Schedule 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

We shall cover the Insured Pet for the cost incurred in a Vet clinic for a confinement no less than 12 consecutive hours during the Period of Insurance for Illness or Injury up to the maximum limit stated in the Policy Schedule.

D) Clinical and Surgical Expenses

We shall cover the Insured Pet for the following expenses incurred in a Vet clinic during the Period of Insurance for Illness and Injury up 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 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 congenital Illness;

- (f) fees for the treatment or training of therapy for behavioural problems;
- (g) fees for the treatment for cryptorchidism;
- (h) the costs of any treatment related to
 - dentistry (except dental treatment due to an Accident);
 - pregnancy, birth or breeding and any complications thereof;
 - organ transplantation;
 - elective procedures and cosmetic surgeries;
- (i) Vet Expenses incurred during the confinement for any period in excess of 30 days beyond the expiry of the Period of Insurance;
- routine and preventative treatments, preventative vaccinations, spaying, castration, routine removal of dew claws, killing and controlling fleas, treating round worms and tapeworms, grooming and nail clipping or any complications arising from these treatments;
- (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 Your claim.

SECTION 2 Third Party Liability

We shall cover You and the Family against all sums up to the maximum limit stated in the Policy Schedule which You shall become legally liable to pay as compensation for any

- (a) accidental bodily injury or illness to third parties; 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 residing 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

We shall cover the cost up to the maximum limit stated in the Policy Schedule 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

We shall reimburse You for any non-recoverable pre-paid holiday cancellation and curtailment costs up to the maximum limit stated in the Policy Schedule 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

We shall cover You for the cost of advertising in the local newspaper, magazine or mass media if the Insured Pet is stolen or lost during the Period of Insurance. The Company shall pay up to the maximum limit stated in the Policy Schedule 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

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

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

with 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.

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 any other commercial purposes.
- (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) 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.
- (k) 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.

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 under all in force policies of the "Pet Care" insurance plan 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%	
	2 months	30%	
	3 months	40%	of annual
	4 months	50%	premium
	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.
- (I) Any renewal of this Policy shall be at the discretion of the Company. This Policy is renewable annually for the lifetime of the Insured Pet at the Company's sole discretion. The renewal premium shall be reviewed by the Company annually based on various factors including but not limited to the age of the Insured Pet and the claim experiences. We reserve the right to revise the premium, Policy benefits and/or terms and conditions prior to each renewal.
- (m) The Company shall, from time to time, revise the benefits payable under this Policy. The Company shall notify You 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.
- (n) Unless renewed or otherwise specified in this Policy, the benefits under this Policy shall terminate at 23:59 hour (Hong Kong) on the last date of a Period of Insurance.
- (o) Coverage under this Policy is provided only if You pay the premium by the due date.

- (p) You and the Family shall take all reasonable precautions to prevent accidents and comply with all statutory and/or other obligations and regulations.
- (q) 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.
- (r) 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.
- (s) All differences arising out of this Policy shall be first 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. It is expressly stipulated that an arbitral award shall be a condition precedent to any other right of action or suit upon this Policy. If the Company shall disclaim liability to You for any claim and such claim shall not within 12 months from the date of such disclaimer have been referred to arbitration under the provisions herein then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.
- (t) This Policy shall be subject to the exclusive jurisdiction of Hong Kong and construed in accordance with the laws of Hong Kong.

CLAIMS CONDITIONS AND PROCEDURES

- 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 the Policy In addition to the conditions in Paragraph 1 above, You must comply with the following:
 - (a) Claims must be notified to Us in writing or via Smartle-Elaims at Blue Cross Corporate Website or Blue Cross HK App 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 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 and file claim form 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.

Should there be any discrepancy between the English and the Chinese versions of this policy document, the English version shall apply and prevail.

~ END OF THIS POLICY ~

請仔細閱讀本保單文件及保單資料頁。倘若本保單文件及保單資料頁未能達到閣下任何的要求,或其所載之任何資料有誤,請將本保單文件及保單資料頁退回予本公司,並要求資料更正。如對本保單有任何疑問,請與本公司聯絡。

保單持有人已填妥並交回本公司之投保申請文件、投保申請書及 聲明將為本合約之依據‧並視為已納入作本保單的一部分。閣下 須為本保單支付保單資料頁內列明之保費。我們將按本保單文件 所載之限制、條款、條件及不保事項提供保障。本保單文件連同 隨附的保單資料頁以及任何隨後發出之批註須一併閱讀‧並構成 一份閣下與本公司之間之合約。

- (a) 就任何本保單下有關閣下及有關索償人應做、不應做或應予以 遵守之責任、條款、條件及批註‧閣下或任何有關索償人須嚴 格遵守和履行、須適當遵守及履行本保單的條款、條件及批 註;及
- (b) 閣下在投保申請文件、投保申請書及聲明中所作出之陳述及回答之真實性

乃本公司根據本保單作出任何賠償的先決條件。

本保單乃根據閣下向本公司提供之資料擬訂。倘若閣下違反上述 責任、疏忽或作出任何失實、錯誤或不完整陳述,本公司有權拒 絕閣下之申索。

地域限制

- (a) 只限香港境內任何地方;及

當受保寵物與閣下及/或家屬

- (i) 外遊或
- (ii) 暫時身處香港以外的地方

而於受保期內,每個旅程不超過90天。

定義

- 1. **「意外」**:指於受保期內發生並引致受保寵物身體受傷的不可 預知、突發及非蓄意的事故。
- 2. 「人道毀滅」: 指受保寵物罹患末期疾病或在無法治癒的情況下,按獸醫的認證或建議以注射毒針或中止特殊的醫學治療以蓄意地結束寵物的生命。
- 3. 「家屬」:指閣下的父母、配偶、子女或任何與閣下同住的家庭成員。
- 4. 「香港」:指中華人民共和國香港特別行政區。
- 5. 「疾病」: 指受保寵物罹患非由受傷引致·並於受保期內首次 出現的身體疾病、不適、異常、感染或衰退。
- 6. 「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(包括已知或未知的受保前已存在的身體或 先天性狀況)·由外在、暴力及可見因素導致之意外所引致的 身體傷患。惟該傷患須於受保期內首次出現·閣下方可享有此 項保障。
- 7. 「**受保寵物」**:指受保於本保單·並於保單資料頁或隨後附加 於本保單的批註內列為受保寵物之任何狗或貓。

- 8. 「雜項費用」:指與手術或住院有關之任何合理和必須的處方 藥物、注射、包紮及其他醫療服務及用品的支出。出院後或任 何於覆診期間招致的藥物消耗或開支除外。
- 9. 受保期」:指本保單資料頁內所列的保單生效時期。
- 10. 「保單」:指本公司承保及簽發的「智得寵」保險計劃之保單,並作為閣下與本公司之間的整份保單合約,包括但不限於本保單文件、投保申請文件、投保申請書、聲明、保單資料頁及任何批計。
- 11. 「保單生效日期」:指首個受保期之起始日。
- 12. 「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。
- 13. 「已存在之狀況」:指受保寵物在保單生效日期前已存在或出現徵狀的疾病、傷患或身體狀況,而該等徵狀屬閣下已知悉或應合理地已知悉。
- 14. 「地域限制」:指於本保單文件內之地域限制條款中所指之區域。
- 15. 「獸醫」:指任何 a)根據《獸醫註冊條例》(香港法例第529章)於獸醫管理局註冊或在香港以外地區擁有同等資格·及b)在其執業當地獲合法授權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。
- 16. 「獸醫費用」:指因獸醫或獸醫診所提供之治療或服務所已支付的合理及慣常費用。如本公司認為費用過高或不合理‧我們將按當地由具相若水平的獸醫或獸醫診所‧針對類似疾病或傷患所提供的相類似的治療或服務所訂立的收費水平調整及支付賠償。
- 17. 「等候期」:指保單生效日期起計算的30天(保單生效日期包括在內)。本保單的保障將於保單開始生效日期起計30天後才開始提供。
- 18. 「我們」、「我們的」或「本公司」:指藍十字(亞太)保險 有限公司。
- 19. 「**閣下」、「閣下的」、「保單持有人」**:指同時為本保單之 持有人及受保寵物之主人·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之人士。

保障條款

第一部分 醫療保障

A) 獸醫診金

我們將支付受保寵物於受保期內因疾病或受傷而接受獸醫診症 時的所有獸醫費用。保障之最高金額載明於保單資料頁。

B) 處方藥物

我們將支付受保寵物於受保期內由獸醫診所就疾病或受傷提供的處方藥物、包紮及注射之費用。保障之最高金額載明於保單資料頁。與手術有關之藥物費用或受本保單文件第一部分(D) (門診及手術費用)保障之任何費用除外。

C) 住房費用

我們將支付受保寵物於受保期內因疾病或受傷而需於獸醫診所 住院不少於連續12小時之費用。保障之最高金額載明於保單資 料頁。

D) 門診及手術費用

我們將支付受保寵物於受保期內在獸醫診所內因疾病或受傷招致任何下列之支出。保障之最高金額及單項之最高保額載明於保單資料頁:

- X-光檢查及化驗費用
- 手術費用
- 手術室費用
- 麻醉師費用
- 人道毀滅費用
- 雜項費用

適用於第一部分之不保事項

我們將不會負責任何:

- (a) 已存在之狀況;
- (b) 就等候期內所招致的費用作出的索償(因意外受傷所招致的支出除外);
- (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、居所及沐浴用品之費 用;
- (e) 與治療先天性疾病相關之費用;
- (f) 行為問題之治療或訓練之費用;
- (g) 治療隱睪症之費用;
- (h) 與下列治療有關之費用:
 - 牙科(因意外而需接受的牙科治療除外);
 - 懷孕、分娩或配種或繁殖及其任何併發症;
 - 器官移植;
 - 非必要就醫及整容手術;
- (i) 緊接受保期屆滿30天起任何住院期間所招致的獸醫費用;
- (j) 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;
- (k) 獸醫收取之行政費用,包括但不限於因處理閣下之索償而填寫 索償表格及/或提供報告、證明書、證明文件或其他資料而收 取之任何費用。

第二部分 第三者責任保障

受限於地域限制,保單持有人如在受保期內因下述事故:

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

而負上法律責任並要作出賠償,我們將向保單持有人及其家屬作出賠償。保障之最高金額載明於保單資料頁。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

我們將不會負責:

- (a) 每次及每項索償之首港幣3,000元;
- (b) 由閣下、家屬、任何與閣下同住或為閣下服務之人士擁有、託管、照顧或控制之財物之任何遺失或損壞;
- (c) 閣下、家屬、任何與閣下同住或為閣下服務之人士意外身體受 傷或染病:
- (d) 罰款、附加費或過期罰款;

- (e) 懲罰性、加重性或懲戒性的損害賠償;
- (f) 由於或涉及受保寵物出現於不准其進入的任何地方引致之任何 索償。這包括但並不限於違反任何法規、條例、大廈公契或法 律:
- (g) 與閣下之專業、職業或業務有關之事件引起之任何索償;
- (h) 閣下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閣下仍須承擔此等責任。

第三部分 身故服務

於受保期內我們將就處理受保寵物的遺體支付火化、殮葬服務費 用及/或獸醫或殮葬服務提供者收取之手續費。保障之最高金額 載明於保單資料頁。

適用於第三部分之不保事項

我們將不會負責:

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

第四部分 假日行程取消

於受保期內,受保寵物經獸醫之書面意見證明須接受緊急且與生死攸關之必要手術,並且令閣下必須取消或縮短有關旅程,我們將在下列情況下賠償閣下已繳付及不能退回的任何與取消或縮短旅程有關的費用:

- 閣下之行程於預定出發日7天内取消;或
- 閣下放棄部分之行程並於預定回程日期前返回香港

保障之最高金額載明於保單資料頁。

適用於第四部分之不保事項

本保障將不賠償任何因以下情況所引致或於以下情況有關之損失 (包括但不限於已繳付及不能退回的任何與取消或縮短旅程有關 的費用):

- (a) 非對受保寵物生死攸關之手術;
- (b) 任何出發前已存在或可預知的狀況或疾病(只適用於縮短旅程 之損失);
- (c) 就取消行程而言·該行程是在預定出發日前15天内預訂的;
- (d) 已從其他保險及/或來源獲得賠償;
- (e) 任何與閣下一起旅遊人士之損失。

第五部分 廣告費用

倘受保寵物於受保期內被盜竊或走失,我們將支付閣下在本地報章、雜誌或大眾傳媒刊登尋求失竊/失蹤寵物廣告之費用,惟此保障只適用於受保寵物被盜竊或走失30天內刊登該等廣告之費用。保障最高金額載明於保單資料頁。

第六部分 海外保障

我們將於下列情況‧根據本保單第一、二及三部分條款為受保寵物提供額外保障‧

當受保寵物與閣下或家屬

- (a) 外遊或
- (b) 暫時身處香港以外的地方,

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

適用於第六部分之不保事項

在下列情况下,我們將不會負責任何費用(不論是否獸醫費用):

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

一般不保事項

下列不保事項適用於本保單之所有部分。我們概不承保下列各項:

- (a) 任何於保單生效日期時年齡不足6個月或超過8歲之寵物。
- (b) 涉及任何未載明於保單資料頁內的寵物之任何索償。
- (c) 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。
- (d) 就任何未在接受治療前植入以永久明確辨認身份的微型晶片的 寵物而言,該治療招致的任何費用。
- (e) 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。
- (f) 受保寵物於保單生效日期前已罹患之身體不適、疾病或狀況之 復發或延續。
- (g) 任何相應而生的損失。
- (h) 任何由獸醫以外之人士提供之治療或服務所招致的費用。
- (i) 就任何因閣下、家屬、任何與閣下同住或為閣下服務之人士蓄 意、惡意、不法、魯莽或故意的行為或嚴重疏忽而引起的患 病、傷患或法律責任有關的索償。
- (j) 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 僧。
- (k) 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。

優惠折扣

在本保單的任何受保期內,就應繳保費而言,閣下可根據在保單 生效日期或隨後之續保日期(按情況而定)時閣下於「智得寵」保 險計劃內所有持有的有效保單中之受保寵物總數享有優惠折扣。 折扣百分比將根據下表所示:

優惠折扣表

受保寵物總數	應繳保費之折扣百分比	
1	0%	
2	15%	
3	20%	
4	25%	
5或以上	30%	

一般條件

以下條款及條件適用於本保單之所有部分:

- (a) 申請投保時‧受保寵物的年齡必須最少為6個月‧並必須為9歲以下。本公司可酌情處理9歲或以上之寵物之續保申請。
- (b) 閣下必須為有關受保寵物之唯一擁有人。在任何情況下,不論 受保寵物是否為閣下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。
- (c) 受保寵物必須在任何時候均於閣下在投保申請表格或書面更改 通知內申報之住所地址受閣下或家屬照顧。
- (d) 由本保單生效日期起及於整個受保期間·受保狗隻必須根據法 例植入晶片及領牌。
- (e) 由本保單之等候期屆滿時或以前及於整個受保期間,受保貓隻 必須植入晶片。
- (f) 在符合下列條件的前提下‧閣下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種類之寵物一次:
 - (i) 適用於新受保寵物之等候期(為判定新受保寵物有否任何已存在之狀況·更換寵物之生效日將作保單生效日期論);
 - (ii) 本公司就更換發出之書面確認;
 - (iii) 任何已存在之狀況為不受保事項(為判定新受保寵物有 否任何已存在之狀況,更換寵物之生效日將作保單生效日 期論);
 - (iv) 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)。

- (g) 在受保期內不得更改保障。
- (h) 本保單下的保障不適用於非由香港具有司法管轄權之法院作出 之裁決。
- (i) 本公司可向閣下發出不少於7天之書面通知以取消本保單,該 通知書將以掛號信方式寄至閣下最後已知的通訊地址。惟本公 司在這情況下須按比例向閣下退還未到期之保費。
- (j) 倘若閣下於受保期內未曾提出任何索償‧閣下亦可以向本公司發出不少於7天之書面通知以取消本保單。閣下可獲退還特定金額(如有)‧該特定金額為以下兩者之差額(如適用):(i)已付保費與(ii)根據下列之短期保費率表計算的收取保費*(按由受保期起始日起計‧保單已生效的時期)。

短期保費率表

加州州東						
受保期		收取保費*				
1 個月	每年保費之	20%				
2 個月		30%				
3 個月		40%				
4個月		50%				
5 個月		60%				
6 個月		70%				
6個月以上		每年保費之全數				
	1個月 2個月 3個月 4個月 5個月 6個月	1個月 2個月 3個月 4個月 5個月 6個月				

* 每張保單在扣除優惠折扣(如有)後之最低保費為港幣 500 元。

- (k) 倘若投保申請文件、投保申請書或聲明或其任何部分有任何失實、錯誤或不完整之陳述以致影響風險、或本保單因任何錯誤陳述、失實陳述、不完整陳述、隱瞞或疏忽而得以受保或續期,或任何索償屬欺詐或誇張失實、或用以支持索償之聲明或陳述屬虛假,則本保單將會無效。
- (I) 本公司將全權決定是否對本保單提供續保。本公司可酌情於受保寵物有生之年內每年續保本保單。續保之保費將由本公司每年根據不同的因素,包括但不限於受保寵物的年齡及索償記錄作出修定。我們保留於每次續保前修改保費及/或保單保障範圍、條款及條文之權利。
- (m) 本公司將不時修訂本保單提供之保障項目。本公司將於不少於 續保日(即該等修訂生效日)前30天以書面通知閣下有關之修 訂,並列明包括但不限於經修訂之保單資料頁、新保費及其生 效日期。本公司將按當時適用之收費基礎釐定新保費。除非保 單持有人以書面拒絕,否則新保費及保障將由續保通知書內訂 明之日期起生效。倘擁有人以書面拒絕接受新保費,保單將於 擁有人發出書面通知後之下一個保費到期日自動終止。
- (n) 除非本保單獲續保或本保單內另作規定·本保單提供之保障將 於任何受保期的最後一天23時59分(香港時間)終止。
- (o) 閣下須於保費到期日前繳交保費,方可獲本保單提供之保障。
- (p) 閣下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。
- (q) 閣下及家屬必須時刻向受保寵物提供合理之照顧,並確保寵物健康、不會在知情的情況下讓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,閣下必須採取一切合理步驟使其盡快得到治療和痊癒,以減少併發症的出現、及防止有關傷病之復發、並避免受保寵物的傷病或情況惡化。倘閣下未履行照顧寵物之責任,閣下就治療而提出之索償有可能被拒絕。
- (r) 所有支付予本公司或由本公司支付之金額應以保單資料頁內註明之貨幣支付。受限於本公司的全權決定、如閣下要求本公司以有別於保單資料頁內所訂明之貨幣支付任何賠償、本公司有權決定支付賠償時之匯率沽價。
- (s) 由本保單引致的所有糾紛,均須首先根據《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,該選擇權將提交予香港國際仲裁中心當時的主席。本條款明確規定仲裁裁決為就本保單作出任何其他訴訟或起訴權利的先決條件。倘本公司就閣下任何索償拒賠,而該索償並無於拒賠後12個月內轉介仲裁,則該項索償申請在任何情況下均視作已被放棄,日後亦不得追索。
- (t) 本保單受香港獨有審判權,並按香港法律釋義。

索償條件及程序

- 除非本保單另有規定,下列條款及條文適用於本保單文件之所 有部分:
 - (a) 在未經我們書面同意前,閣下不得承認責任、作出賠償承諾、作出或接受任何建議。我們可選擇並有權行使任何權利並代表閣下就任何索償作出抗辯、達成和解協議或處理索償,而閣下須向我們提供所有我們需要之一切有關資料及協助。
 - (b) 保單持有人作索償申請時.須填妥本公司之索償表格並遞交至本公司(註:以傳真遞交之索償表格必須以郵寄方式補付表格之正本)。保單持有人可向我們的辦事處索取索償表格。
 - (c) 閣下必須容許我們查閱所有獸醫醫療記錄。

- (d) 我們或我們之代表將會就索償達成協議與閣下直接交涉。
- (e) 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,我們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)。

2. 就本保單第一、三、四、五及六部分之索償

除上文第一段所載之條件外,閣下須遵守以下各項:

- (a) 所有索償必須於事發後30天內透過Blue Cross HK App或藍十字網站的「智」易Claims網上平台提交索償申請或以書面向我們提出。
- (b) 開列詳細之發票及收據之正本必須與填妥之索償表格一併 交回。複本恕不接受。
- (c) 閣下及負責診治之獸醫均須填寫及簽署索償表格。
- (d) 就第一部分提出之索償·閣下須先自行支付一切由獸醫提供之服務之費用及支出·當該獸醫為受保寵物提供服務時·閣下應直接支付有關款項予該獸醫。
- (e) 若受保寵物被盜或走失,閣下必須
 - 按本公司所需向我們提供一切經證實之資料及證據, 有關費用由閣下負責;
 - 立即通知警方受保寵物走失或被盗。

3. 就本保單第二部分之索償

除上文第一段所載之條件外,閣下須遵守以下各項:

- (a) 閣下須立即以書面知會本公司可能引致之索償之事件,詳述事件之性質及情形及填妥索償表格。
- (b) 閣下須於收到所有索償文件、傳票、法庭文件、或其他法 律書信往來時立即將之交予本公司。
- (c) 如有任何臨近之檢控研訊或致命事故 · 閣下須立即知會本公司。
- (d) 在未經我們書面同意前‧閣下不得承認責任、作出賠償承 諾、作出或接受任何建議。
- (e) 閣下須向我們提供所有我們需要之一切有關資料及協助。

註:

- 倘閣下違反本保單之條款及條文,我們有權拒絕行使任何權利 及代表閣下就任何索償作出抗辯、達成和解協議或處理索償。
- 資料不足之索償表格將會退回予閣下,此舉或會對閣下索償申請之處理造成延誤。

本保單文件的中英文版本如有差異、以英文版本為準。

~保單完~

藍十字(亞太)保險有限公司乃東亞銀行有限公司之子公司及東亞銀行集團成員,與Blue Cross and Blue Shield Association及其任何相關聯機構或許可證持有人並無任何關係。