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**Avo Coronavirus Disease Protection Insurance Policy**

Welcome to the Avo family! This document (hereinafter known as “this Policy”) contains Your Avo Coronavirus Disease Protection Insurance Policy Terms and Conditions. Please read it carefully with the Policy Schedule and Endorsements (if any) to ensure that You fully understand what cover is being provided.

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## **TERMS AND CONDITIONS**

### **Part 1 Insuring Clause and The Policy**

#### **Insuring Clause**

These Terms and Conditions together with any related Supplement(s) (hereafter "Terms and Benefits") apply to the following plan offered by the Company -

Name of the plan - ["Avo Coronavirus Disease Protection"]

Benefits:

Hospital Cash – HK\$500 per day up to 30 days

Death Benefit – HK\$50,000

During the period of time these Terms and Benefits are in force, if the Insured Person suffers from or die due to Coronavirus Disease, the Company shall pay the benefits accordingly.

All benefits payable to the Policy Holder shall be on indemnity basis subject to the maximum limits as stated in these Terms and Benefits.

#### **The Policy**

The Policy Holder and the Company agree that -

1. No alteration to these Terms and Benefits shall be valid unless it is made in accordance with these Terms and Conditions.
2. All statements made by or for the Insured Person in the Application shall be treated as representations and not warranties.
3. All information provided and all statements made by or for the Insured Person as required under this Policy and the Application shall be provided to the best of his knowledge and in his utmost good faith.
4. These Terms and Benefits come into force on the Policy Effective Date as specified in the Policy Schedule on the condition that the Policy Holder has paid the first premium in full.
5. The Company acknowledges that, as part of the underwriting process, it is the obligation of the Company to ask the Policy Holder and the Insured Person in the Application all requisite information for the Company to make the underwriting decision. If the Company requires the Policy Holder and/or the Insured Person to disclose any updates of or changes to such requisite information after the time of submission of Application and before the Policy Issuance Date or the Policy Effective Date (whichever is the earlier), the Company must make such a request prominently to the Policy Holder and the Insured Person (including without limitation in the Application form), in which case the Policy Holder and/or the Insured Person shall have the obligation to inform the Company on such updates and changes. Each of the Policy Holder and the Insured Person shall have the obligation to respond to the questions, and to disclose such material facts as requested in the questions. The Company agrees that if any such questions are not included in the Application, the Company shall be deemed to have waived the disclosure obligation of the Policy Holder and the Insured Person in respect of the information that was not requested.
6. If the Policy Holder or the Insured Person fails to make the relevant disclosures under Section 5 of this Part 1, and such failure has materially affected the underwriting decision of the Company, the Company shall have the right to exercise as provided in Sections 9 and 10 of Part 2.

### **Part 2 General Conditions**

#### **1. Interpretation**

- (a) Throughout these Terms and Benefits, where the context so requires, 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 these Terms and Benefits.
- (c) A time of day is a reference to the time in Hong Kong.
- (d) Unless otherwise defined, capitalised terms used in these Terms and Benefits shall have the meanings ascribed to them under Part 7.

#### **2. Assignment**

The rights, benefits, obligations and duties of the Policy Holder under these Terms and Benefits shall not be assignable and the Policy Holder warrants that any amounts payable under these Terms and Benefits shall not be subject to any trust, lien or charge.

#### **3. Clerical error**

Clerical errors in keeping the records shall neither invalidate coverage which is validly in force nor justify continuation of coverage which has been validly terminated.

#### **4. Interest**

Save as otherwise specified, no benefit and expenses payable under these Terms and Benefits shall carry interest.

## **5. Company's obligation**

The Company shall at all times perform its obligations in this Policy in utmost good faith and comply with the relevant guidelines issued by the Insurance Authority, and all applicable laws and regulations.

## **6. Governing law**

This Policy is issued in Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong. The Company and Policy Holder agree to be subject to the exclusive jurisdiction of the Hong Kong courts.

## **7. Dispute resolution**

If any dispute, controversy or disagreement arises out of this Policy, including matters relating to the validity, invalidity, breach or termination of this Policy, the Company and Policy Holder shall use their endeavours to resolve it amicably, failing which, the matter may (but is not obliged to) be referred to any form of alternative dispute resolution, including but not limited to mediation or arbitration, as may be agreed between the Company and the Policy Holder, before it is referred to a Hong Kong court.

Each party shall bear its own costs of using services under alternative dispute resolution.

## **8. Liability**

The Company shall not accept any liability under this Policy unless the terms of this Policy relating to anything to be done or not to be done are duly observed and complied with by the Policy Holder and the Insured Person, and the information and representations made in the Application and declaration are correct. Notwithstanding the above, the Company shall not disclaim liability unless any non-observance or non-compliance with the terms of this Policy, or the inaccuracy of the information and representations made in the Application and declaration, shall materially and adversely affect the interests of the Company.

## **9. Misstatement of personal information**

Where the Company, based on the correct information of the Insured Person and the Company's underwriting guidelines, considered that the Application of the Insured Person should have been rejected, the Company shall have the right to declare this Policy void as from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person. In such circumstances, the Company shall have –

- (a) the right to demand refund of the benefits previously paid; and
- (b) the obligation to refund the premium received, in each case for the current Policy Period only.

## **10. Misrepresentation or fraud**

The Company has the right to declare this Policy void as from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person in case of any Application or claim submitted is fraudulent or where a fraudulent representation is made.

The burden of proving shall rest with the Company. The Company shall have the duty to make all necessary inquiries on all facts which are material to the Company for underwriting purpose as provided in Section 5 of Part 1.

## **11. Termination of Policy**

This Policy shall be automatically terminated on the earliest of the followings –

- (a) the day immediately following the death of the Insured Person; or
- (b) the Company has ceased to have the requisite authorisation under the Insurance Ordinance to write or continue to write this Policy.

If this Policy is terminated pursuant to this Section 12, the termination shall be effective at 00:00 hours of the effective date of termination.

Immediately following the termination of this Policy, insurance coverage under this Policy shall cease to be in force. No premium paid for the current Policy Period shall be refunded, unless specified otherwise.

## **12. Notices to Company**

All notices which the Company requires the Policy Holder to give shall be in writing, or in other forms acceptable by the Company, addressed to the Company.

## **13. Notices from Company**

Any notice to be given under this Policy shall be sent by post to the latest address of the Policy Holder as notified to the Company, or sent by email to the latest email address of the Policy Holder as notified to the Company. Any notice so served shall be deemed to have been duly received by the Policy Holder as follows –

- (a) if sent by post, two (2) working days after posting; or
- (b) if sent by email, on the date and time transmitted.

#### **14. Rights of third parties**

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

#### **15. Waiver**

No waiver by any party of any breach by any other party of any provisions of this Policy shall be deemed to be a waiver of any subsequent breach of that or any other provision of this Policy, and any forbearance or delay by any party in exercising any of its rights under this Policy shall not be construed as a waiver of such rights. Any waiver shall not take effect unless it is expressly agreed, and the rights and obligations of the Company and Policy Holder under this Policy shall remain in full force and effect except and only to the extent that they are waived.

#### **16. Compliance with law**

If this Policy is or becomes illegal under the law applicable to the Policy Holder or the Insured Person, the Company shall have the right to terminate this Policy from the date it becomes illegal and the Company shall refund the relevant premium paid for the Policy Period in which this Policy is terminated.

#### **17. Personal data privacy**

The Company shall comply with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and the related codes, guidelines and circulars.

### **Part 3 Premium Provisions**

#### **1. Premium payable**

The premium payable for these Terms and Benefits shall only include the Standard Premium according to the prevailing Standard Premium schedule adopted by the Company.

#### **2. Payment of premiums**

The amount of premium payable is specified in the Policy Schedule. The premium, paid for a Policy Period as agreed by the Company, shall be paid in advance when due before any benefits shall be paid. Premium once paid shall not be refundable.

### **Part 4 Claim Provisions**

#### **1. Submission of claims**

All claims incurred in respect of these Terms and Benefits shall be submitted to the Company within 90 days after the date on which the Insured Person is discharged from the Hospital, or death. For this purpose, a claim shall be deemed not valid or complete and benefit shall not be payable unless all relevant information, certificates, reports, evidence, referral letter and other data or materials as reasonably required by the Company shall have been furnished to the Company for processing of such claim.

The Policy Holder shall notify the Company if claims cannot be submitted within the above timeframe, otherwise the Company shall have the right to reject claims submitted after the above timeframe.

Any indemnity unpaid at the time of death of the Insured Person shall be paid to the estate of the Insured Person.

All certificates, information and evidence that are reasonably required by the Company and which can be reasonably provided by the Policy Holder shall be furnished at the expenses of the Policy Holder. The Company shall bear all expenses incurred in obtaining further certificates, information and evidence for the purposes of verification of the claim after the Policy Holder has submitted all required information pursuant.

#### **2. Legal action**

No legal action shall be brought by the Policy Holder to recover any claim amount payable under these Terms and Benefits within the first 60 days from which all proof of claims as required by these Terms and Benefits has been received by the Company.

### **Part 5 Benefit Provisions**

#### **1. Coverage of Coronavirus Disease**

While this Policy is in force and subject to the Terms and Conditions set out hereunder, in the event of the Insured Person is first diagnosed to be suffering from Coronavirus Disease, upon receipt of due proof in accordance with the claims procedures, the Company shall pay the benefits, when the Insured Person:

- (a) is Confined to a Hospital as a bed patient; or
- (b) die.

## 2. Benefits covered

Benefits covered under Section 1 of this Part 5 shall be payable according to the following benefit items –

### (a) Hospital Cash

If the Insured Person is Confined in Hospital for treatment of Coronavirus Disease, we shall pay the limit as stated in these Terms and Benefits.

### (b) Death Benefit

If the Insured Person die due to Coronavirus Disease, we shall pay the limit as stated in these Terms and Benefits.

## Part 6 General Exclusions

No benefits shall be payable for any Coronavirus Disease resulting directly or indirectly from or in respect of any event -

1. any Pre-existing Conditions and / or within the Waiting Period; or
2. if 30 days on or before or the day after Policy Effective Date, anyone residing in the same address as the Insured Person has been under mandatory quarantine due to entry into Hong Kong from place outside Hong Kong; or
3. if 30 days on or before or the day after Policy Effective Date, the Insured Person has left Hong Kong or boarded a cruise; or
4. if the Insured Person is diagnosed with Coronavirus Disease outside Hong Kong.

## Part 7 Definitions

Under these Terms and Benefits, words and expressions used shall have the following meanings -

"Age"	shall mean the attained age of the Insured Person.
"Application"	shall mean the application submitted to the Company in respect of this plan, including the application form, questionnaires, evidence of insurability, any documents or information submitted and any statements and declarations made in relation to such application, including any updates of and changes to such requisite information (if so requested by the Company under Section 6 of Part 1).
"Company" or "We"	shall mean Avo Insurance Company Limited.
"Confined"	shall mean an admission of the Insured Person to a Hospital that is recommended by a Registered Medical Practitioner for Medical Service and as an Inpatient as a result of a medically necessary condition. No minimum period is required for confinement.
"Coronavirus Disease"	shall mean Severe Respiratory Disease associated with Novel Infectious Agent as defined by Department of Health, 2019.
"Diagnosis"	shall mean a Sickness or Disease, including any and all complications arising therefrom.
"HK\$"	shall mean Hong Kong dollars.
"Hong Kong"	shall mean the Hong Kong Special Administrative Region of the People's Republic of China.
"Hospital"	shall mean an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Medical Service for sick and injured persons as Inpatients, and which – (a) has facilities for Diagnosis and major operations; (b) provides twenty-four (24) hours nursing services by licensed or registered nurses; (c) has one (1) or more Registered Medical Practitioners; (d) and is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or similar establishment.
"Inpatient"	shall mean an Insured Person who is Confined.
"Insurance Authority"	shall mean the Insurance Authority of Hong Kong established pursuant to section 4AAA of the Insurance Ordinance.
"Insurance Ordinance"	shall mean the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong).
"Insured Person" or "You"	shall mean any person whose risks are covered by these Terms and Benefits, and named as the "Insured Person" in the Policy Schedule.

"Medical Services"	shall mean medically necessary services, including, as the context requires, Confinement, treatments, procedures, tests, examinations or other related services for the investigation or treatment of a Diagnosis.
"Policy"	shall mean this policy underwritten and issued by the Company, which is the contract between the Policy Holder(s) and the Company in respect of this plan including but not limited to these Terms and Conditions, Application, declarations, Policy Schedule and any Supplement(s) attached to this policy, if applicable. Where this policy contains additional Terms and Benefits other than those of this plan, the meaning of policy shall also cover such additional Terms and Benefits.
"Policy Effective Date"	shall mean the commencement date of these Terms and Benefits which is specified as "Policy Effective Date" in the Policy Schedule.
"Policy Holder"	shall mean the person who is a legal holder of this Policy and is named as the "Policy Holder" in the Policy Schedule.
"Policy Issuance Date"	shall mean the date of first issuance of these Terms and Benefits.
"Policy Period"	shall mean the period of time these Terms and Benefits are in force. The Policy Period shall be the period from the Policy Effective Date to the expiry date as specified in the Policy Schedule (both days inclusive).
"Policy Schedule"	shall mean a schedule attached to these Terms and Benefits, which sets out, among others, the Policy Effective Date, the name and the relevant particulars of the Policy Holder and the Insured Person, the eligible benefits, premium and other relevant details in respect of these Terms and Benefits.
"Pre-existing Condition(s)"	shall mean an ordinary prudent person shall be reasonably aware of a Pre-existing Condition, where – (a) Coronavirus Disease has been diagnosed or; (b) manifested clear and distinct signs or symptoms of Coronavirus.
"Registered Medical Practitioner", "Specialist", "Surgeon" and "Anaesthetist"	shall mean a medical practitioner of western medicine, (a) who is duly qualified and is registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and (b) legally authorised for rendering relevant Medical Service in Hong Kong or the relevant jurisdiction outside Hong Kong where the Medical Service is provided to the Insured Person,  but in no circumstance shall include the following persons - the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing). If the practitioner is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such practitioner shall nonetheless be considered qualified and registered.
"Standard Premium"	shall mean the basic premium for the coverage under this plan, as charged by the Company to the Policy Holder on an overall Portfolio basis, which may be adjusted in accordance with the Age, gender and/or lifestyle factors of the Insured Person.
"Supplement(s)"	shall mean any document which may add, delete, amend or replace the Terms and Benefits of this Policy. Supplement(s) shall include but is not limited to endorsement, rider, annex, schedule or table attached and issued with this Policy.
"Terms and Benefits"	shall mean the Terms and Conditions together with any related Supplement(s) under this plan.
"Terms and Conditions"	shall mean Part 1 to Part 7 of this plan.
"Waiting Period"	shall mean 14 days from the Policy Effective Date.

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## Avo 新冠肺炎保障之保單

歡迎來到 Avo 大家庭！本文件（以下稱為「本保單」）包含你的 Avo 新冠肺炎保障之保單條款及細則。請把本保單連同保單資料頁及批註(如有)一併仔細閱讀，並確保你完全理解我們提供的保障。

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## 條款及細則

### 第一部分 保險條文及保單

#### 保險條文

本 **條款及細則** 及相關 **補充文件** (下簡稱「**條款及保障**」)，適用於以下由 **本公司** 提供的產品 –

產品名稱：【「**Avo 新冠肺炎保障**」】

保障：

住院現金 – 每日港幣 500 元，最長可達 30 日

身故恩恤金 – 港幣 50,000 元

在本 **條款及保障** 生效期間，若 **受保人** 罹患 **新冠肺炎**，**本公司** 將按本條文賠償 **合資格費用**。

所有賠償予 **保單持有人** 的保障，必須按 **條款及保障** 所列明的最高賠償額作賠償。

#### 保單

**保單持有人** 與 **本公司** 均同意 –

1. 所有對本 **條款及保障** 的修訂必須按本 **條款及細則** 執行，否則該修訂不應視為有效。
2. 在 **投保申請文件** 內所有由 **受保人** 或為 **受保人** 作出的聲明均被視為陳述，而非保證。
3. 在 **投保申請文件** 內及按本 **保單** 所要求，所有由 **受保人** 或為 **受保人** 作出的陳述及提供的資料，必須盡其所知所信，絕對真誠地提出。
4. 當 **保單持有人** 繳交全數首期保費後，本 **條款及保障** 將按 **保單資料頁** 內所列的 **保單生效日** 起生效。
5. 作為核保程序的一部分，**本公司** 確認並有責任向 **保單持有人** 及 **受保人** 在 **投保申請文件** 內提問所有影響核保決定的資料。若 **本公司** 要求 **保單持有人** 及/或 **受保人** 在遞交 **投保申請文件** 後至 **保單簽發日** 或 **保單生效日** (以較早日期為準) 前披露相關資料的更新或改動，**本公司** 必須明確地向 **保單持有人** 及 **受保人** 作出該要求 (包括但不限於列載於投保申請表內)。在這種情況下，**保單持有人** 及/或 **受保人** 均有責任知會 **本公司** 相關資料的更新及改動。每位 **保單持有人** 及 **受保人** 均有責任回覆問題，並披露問題所要求的重要事實。**本公司** 同意，若在 **投保申請文件** 內未有包括任何相關問題，將被視為 **本公司** 豁免 **保單持有人** 及 **受保人** 披露有關所需資料的責任。
6. 若 **保單持有人** 或 **受保人** 未有按本第一部分第 5 節披露有關資料，而相關的披露會對 **本公司** 的核保決定帶來實質影響時，**本公司** 有權行使按第二部分第 9 及 10 節所賦予的權利。

### 第二部分 一般條件

1. 合約詮釋
  - (a) 按條款解釋所需，本 **條款及保障** 內表示男性性別的用詞，其含義將包括女性性別；單數用詞的含義將包括複數，反之亦然。
  - (b) 所有標題均作方便參考之用，不應影響本 **條款及保障** 的詮釋。
  - (c) 所列時間均為 **香港時間**。
  - (d) 除另行釋義外，本 **條款及保障** 內以斜體標註的詞彙需以第七部分所載涵意詮釋。
2. 轉讓

**保單持有人** 不得轉讓本 **條款及保障** 的部分的權利、保障、義務及責任。**保單持有人** 必須保證在本 **條款及保障** 的任何應付款項均不受任何信託、留置權或費用所約束。



### 3. 文書錯誤

任何文書記錄錯誤，將不會令原應有效的保障失效，或令原應終止的保障繼續生效。

### 4. 利息

除非另有列明，本 **條款及保障** 的一切賠償及費用均不會計算利息。

### 5. 本公司的責任

本公司必須時刻絕對真誠地履行本 **保單** 中列載的責任，並遵守 **保險業監管局** 頒布的有關指引，以及所有適用的法律及規例。

### 6. 規管法律

本 **保單** 必須在 **香港** 簽發並受 **香港** 法律管轄及闡釋。本公司及 **保單持有人** 均同意遵從 **香港** 法院的司法裁判權。

### 7. 排解糾紛

本公司及 **保單持有人** 必須盡力解決就本 **保單** 所出現的糾紛、爭議及分歧，包括與本 **保單** 的有效性、無效性、條款違反或終止相關的事宜。如未能解決，在有關糾紛轉介至 **香港** 法院前，雙方亦可以（但沒有責任）透過各種另類排解糾紛程序處理，包括但不限於在雙方同意下以調解或仲裁方式進行。

雙方需要自行承擔另類排解糾紛程序的服務費用。

### 8. 責任

**保單持有人** 及 **受保人** 必須遵守本 **保單** 條款的各項，並確定 **投保申請文件** 及聲明中的資料及申述均為正確，否則本公司將無須承擔本 **保單** 所訂明的任何責任。儘管有上述規定，除非因為 **保單持有人** 及 **受保人** 不遵守本 **保單** 條款，或在 **投保申請文件** 及聲明中提供失實的資料及申述，導致本公司的權益有實質的損失，否則本公司不得拒絕承擔本 **保單** 所訂明的責任。

### 9. 錯誤申報個人資料

若按 **受保人** 的正確資料及本公司的核保指引，認為 **受保人** 的投保申請應當被拒絕時，本公司有權宣告本 **保單** 自 **保單生效日** 起無效，並通知 **保單持有人**，本 **保單** 不會為 **受保人** 提供保障。在此情況下，本公司將 –

- (a) 有權追討已支付的賠償；及
- (b) 有責任退還已繳交的保費。

### 10. 失實陳述或欺詐

本公司有權在 **投保申請文件** 中或索償時，作出欺詐或有欺詐成分的申述下，宣告本 **保單** 自 **保單生效日** 起無效，並通知 **保單持有人**，本 **保單** 不會為 **受保人** 提供保障 –

本公司必須負舉證責任證明為真確。按第一部分第6節，本公司有責任查詢所有影響核保決定的重要事實。

### 11. 終止保單

本 **保單** 將在以下情況時自動終止，以最先者為準 –

- (a) **受保人** 身故翌日；或
- (b) 本公司不再獲 **《保險業條例》** 授權承保或繼續承保本 **保單**。

若保單按本第 12 節終止，將以終止生效日的 00:00 時起失效。

在本保單終止後，本保單的保障亦即告終止。除非另有說明，任何現保單期已繳交的保費，均不獲退還。

## 12. 致本公司的通知

本公司要求保單持有人必須以書面，或其他獲得本公司認可的方式，發出所有致本公司的通知，並必須以本公司為收件人。

## 13. 致保單持有人的通知

本公司就本保單發出的通知必須以郵寄方式寄到保單持有人通知本公司的最新地址，或透過電子郵件傳送到保單持有人通知本公司的最新電郵地址。在下列情況下，保單持有人將被視為正式收到通知 -

- (a) 郵寄後兩 (2) 個工作日；或
- (b) 電子郵件的發出日期及時間。

## 14. 第三者權利

任何非本保單合約一方的人士或法人，不能按《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。

## 15. 寬免

任何合約一方寬免合約另外一方違反本保單條文的情況，將不會被視為獲得日後違反該條文或任何其他條文的寬免。任何一方不行使或延遲行使本保單下任何權利時，亦不會被釋義為該權利的寬免。任何寬免必須經本公司及保單持有人雙方同意，方可生效，而合約雙方仍須履行寬免範圍外，本保單所列的權利及責任。

## 16. 遵守法律

若本保單在適用於保單持有人或受保人的法律下已經或將會不合法，本公司有權從被判定為不合法日期起終止本保單，並需要按比例退還本保單終止後期間已收取的保費。

## 17. 個人資料私隱

本公司必須遵守《個人資料（私隱）條例》(香港法例第 486 章)及有關守則、指引及通函。

## 第三部分 保費條文

### 1. 應付保費

本條款及保障的應支付保費僅包括按本公司現行採用的標準保費表內的標準保費。

### 2. 繳交保費

應付的保費金額會在本保單資料頁內列明保單期需在保費到期日前繳交，本公司才會支付賠償。保費一經繳交將不獲退還。

## 第四部分 索償條文

### 1. 提交索償申請

所有就本條款及保障作出的索償申請必須於受保人出院或身故當日起90日內提交予本公司。提交索償申請時必須包括下列文件及資料，否則有關索償申請會被視為無效或不完整，而本公司亦不會給予賠償。提交索償申請時必須按本公司合理要求提交所有相關資料以作理賠用途，當中包括相關資料、證明書、報告、證據、轉介信及其他數據或資料。

若**保單持有人**的索償申請未能於上述期限內提交，**保單持有人**必須通知**本公司**，否則**本公司**將有權拒絕其於上述期限後提交的索償申請。

所有在身故當日未付賠償，會當作受保人遺產處理。

所有在**本公司**合理要求下，而**保單持有人**理應能提供的相關證明書、資料及證據，其所需費用必須由**保單持有人**支付。在收到**保單持有人**提交所有的資料後，若**本公司**仍需索取更多證書、資料及證據以核實索償，相關費用則必須由**本公司**負責。

## 2. 法律行動

在**本公司**收到按本**條款及保障**要求的所有索償證據後的首60日內，**保單持有人**不可就應付的索償金額採取任何法律行動。

## 第五部分 保障條文

### 1. 新冠肺炎保障

於本**保單**有效期間遵守下文所述的**條款及細則**，如果**受保人**被診斷患有**新冠肺炎**，根據索賠程序收到適當證據後，**本公司**將作出賠償，當**受保人**：

- (a) 以**住院病人**身份入住**醫院**，或
- (b) 身故。

### 3. 保障項目

本第五部分第1節所的保障必須按下列保障項目作賠償－

#### (a) 住院現金

如果**受保人**因接受**新冠肺炎**的治療入住**醫院**，**我們**會根據**條款及保障**支付賠償限額。

#### (b) 身故恩恤金

如果**受保人**因**新冠肺炎**而身故，**我們**會根據**條款及保障**支付賠償限額。

## 第六部分 一般不保事項

**本公司**不會賠償下列和任何**新冠肺炎**直接或間接相關或由其引致的保障項目索償－

- 1. 任何**投保前已有病症**及/或**等候期**內導致；或
- 2. 如於**保單生效日**、**保單生效日**前三十日內或其後，與**受保人**同住的任何人士曾經因從**香港**境外地方入境**香港**而須進行強制家居檢疫；或
- 3. 如於**保單生效日**、**保單生效日**前三十日內或其後，**受保人**曾經離開**香港**或登上郵輪；或
- 4. 如**受保人**於**香港**以外的地方確診**新冠肺炎**。

## 第七部分 釋義

本條款及保障中使用的字詞及表述必須按照以下所述解釋 –

- 「年齡」 是指**受保人**的實際年齡。
- 「投保申請文件」 是指向**本公司**就本產品遞交的投保申請，包括與該投保申請有關的投保申請表格、問卷、可保性的證明、任何已提交的文件或資料，以及已作出的陳述及聲明（若**本公司**在第一部分第6節提出要求，則包括相關必需資料的任何更新及改動）。
- 「本公司」或「我們」 是指安我保險有限公司。
- 「住院」 是指**受保人**在醫療所需的情況下，按**註冊醫生**的建議以**住院病人**身份入住**醫院**以接受**醫療服務**。住院沒有最低時間要求。  
**住院**必須以**醫院**開出的每日病房費單據作證明，**受保人**必須在整個**住院**期間連續留院。
- 「新冠肺炎」 是指由衛生署2019定義的嚴重新型傳染性病原體呼吸系統病。
- 「傷病」 是指**不適**或**疾病**，包括任何由此而引發的併發症。
- 「港幣」 是指**香港**法定貨幣。
- 「香港」 是指中華人民共和國香港特別行政區。
- 「醫院」 是指按其所在地法律妥為成立及註冊為醫院的機構，為不適及受傷的**住院病人**提供**醫療服務**，並 –  
(a) 具備診斷及進行大型手術的設施；  
(b) 由持牌或註冊護士提供二十四 (24) 小時護理服務；  
(c) 由一(1)位或以上**註冊醫生**駐診；及  
(d) 非主要作為診所、戒酒或戒毒中心、自然療養院、水療中心、護理或療養院、寧養或舒緩護理中心、復康中心、護老院或同類機構。
- 「住院病人」 是指**住院**中的**受保人**。
- 「保險業監管局」 是指按《**保險業條例**》第4AAA條設立的香港保險業監管局。
- 「保險業條例」 是指香港法例第41章《**保險業條例**》。
- 「受保人」或「你」 是指本條款及保障所保障，並在**保單資料頁**中列為「**受保人**」的人士。
- 「醫療服務」 是指就診斷或治療**受保人**的**傷病**所提供的醫療所需服務，包括按情況所需的**住院**、治療、程序、檢測、檢查或其他相關服務。

「保單」	是指由本公司承保及簽發的本保單，並作為保單持有人與本公司之間就本產品的合約，當中包括但不限於本條款及保障、投保申請文件、聲明、保單資料頁及任何附於本保單的補充文件（如適用）。當本保單包含有本產品以外的條款及保障，該等條款及保障亦將被視作本保單的一部分。
「保單生效日」	是指本條款及保障的起始日，即保單資料頁內載明的「保單生效日」。
「保單持有人」	是指在法律上擁有本保單，並於保單資料頁內列為「保單持有人」的人士。
「保單簽發日」	是指首次簽發本條款及保障的日期。
「保單期」	是指本條款及保障的生效期限。保單期是指由保單生效日起直至到期日為止(包括首尾兩日)的期限。
「保單資料頁」	是指本條款及保障的附表，當中載有保單細節、保單生效日、保單持有人及受保人的姓名及個人資料，以及本條款及保障所適用的保障、保費及其他細節。
「投保前已有病症」	是指一般審慎人士理應已可察覺到投保前已有病症－ (a) 新冠肺炎已被確診；或 (b) 新冠肺炎已出現清楚明顯的病徵或症狀
「註冊醫生」、「專科醫生」、「外科醫生」及「麻醉科醫生」	是指符合以下資格的西醫－ (a) 具有正式資格並已按香港法例第161章《醫療註冊條例》在香港醫務委員會註冊，或在香港境外的司法管轄區內由本公司絕對真誠及合理地認為具有同等效力的團體註冊；及 (b) 在香港或香港境外的司法管轄區，經當地法例許可提供相關醫療服務。  下列人士在任何情況下均不得包括在內－受保人、保單持有人、保險中介人、或保單持有人及 / 或受保人的僱主、僱員、直系親屬或業務夥伴（除非事先經本公司的書面批准）。若該醫生未能按香港法例或在香港以外的司法管轄區具有同等效力的團體註冊(由本公司絕對真誠及合理地決定)，本公司必須作出合理的判斷，以決定該醫生是否仍被視為符合資格及已註冊。
「標準保費」	是指本公司向保單持有人就本產品的保障所收取的基本保費，適用於所有同一類別保單。保費可按受保人的年齡、性別及 / 或生活方式等因素進行調整。
「補充文件」	是指任何對本保單的條款及保障作出增刪、修改或取替的文件。補充文件包括但不限於附加於本保單並一併簽發的批註、附加契約、附錄或附表。
「條款及保障」	本產品的條款及細則及相關的補充文件。
「條款及細則」	是指本產品的第一至第七部分。
「等候期」	由保單生效起計14日。