



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 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\$" or "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 – <ul style="list-style-type: none">(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.