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## **Avo Shoe Protection Policy**

### **Coverage Details**

The following is a summary of **Your Policy** describing what it covers and what it does not cover and how long the **Protection Period** is.

#### **SECTION 1 – GENERAL DEFINITIONS**

**Accidental Damage**

Material damage caused by a sudden, unforeseen and unexpected event that is not under **Your** control, and is extended to cover malicious damage.

**Designated Brands**

Caterpillar, Keen, Merrell, The North Face and Timberland.

**Hong Kong**

The Hong Kong Special Administrative Region or the HKSAR of the Peoples' Republic of China.

**Registered Shoes**

All adult shoes of **Designated Brands** registered by the **Insured Person** under this **Policy**.

**Policy**

Avo Shoe Protection underwritten by **Us**.

**Protection Period**

A six (6) month period as from the date of purchase as shown on the receipt of Mirabell.

**User**

The person who is using the **Registered Shoes** at the time of loss.

**You/Your/Insured Person(s)**

An **Insured Person** is any person who registers the shoes of **Designated Brands** bought at Mirabell shops in **Hong Kong** and must be at least aged 18 years old, hold a valid Hong Kong Identity Card and reside in **Hong Kong** at the issuance of this **Policy**.

**We/Our/Us/Avo**

Avo Insurance Company Limited.

#### **SECTION 2 – WHAT IS COVERED**

**We** will pay **You** a Mirabell shoe voucher at a face value of HK\$400 for **You** to buy a new pair of adult shoes of **Designated Brands** at selected Mirabell shops in **Hong Kong** in the event of loss of or **Accidental Damage** to the **Registered Shoes** incurred anywhere in **Hong Kong** and the world during the **Protection Period**, while it is being used by the **User**. The **Registered Shoes** must be purchased in **Hong Kong**.

#### **CONDITIONS**

1. Eligibility  
**You** must be a Hong Kong Identity Card Holder and aged 18 years old or above.

2. Register with **Us**  
**You** are required to register the shoes of **Designated Brands** with **Us** within seven (7) days as from the date of purchase in order to redeem this insurance offer. **You** will need to upload such receipt showing the date of purchase at registration. Late registration is not accepted.
3. Make a Claim  
When making a claim under this **Policy**, **You** must provide the following information to **Us** to submit the claim:-
  - (a) photos of damaged shoes (if applicable)
  - (b) loss report from relevant organization (if applicable)
  - (c) date of loss/damage
  - (d) place of loss/damage
  - (e) description of loss/damage

Written notice of claim with full particulars shall be given to **Us** within Thirty (30) days after the occurrence of any event likely to give rise to a claim under this **Policy** or as soon thereafter as is reasonably possible and shall furnish the proofs as may be reasonably required.

**We** have absolute and final right to approve or reject the claim according to the submitted information. With the claim being approved, a Mirabell shoe voucher will be sent to **You** electronically via **Your** last known email address. Each pair of **Registered Shoes** can be claimed once only.

4. Validity of Mirabell shoe voucher  
The period of validity for Mirabell shoe voucher shall be two months from the date of issuance of such voucher or the expiry date as shown on such voucher, whichever is later, and it can be used to purchase the **Designated Brands** (Caterpillar, Keen, Merrell, The North Face and Timberland) at selected Mirabell shops in **Hong Kong**. One shoe voucher can be used to purchase one pair of adult shoes only.

## EXCLUSIONS

No benefit will be payable if the claim is caused directly or indirectly as a result of or in connection with:

1. loss or damage due to gradual deterioration including normal wear and tear;
2. damages due to non-observance of the instructions of the Product's care manual;
3. damages due to modification or repair of the product by any person or entity other than an authorized repair centre;
4. loss or damage which is covered by warranties of the shoe manufacturer(s); or
5. loss or damage for which service or recovery may be obtained under any recall campaign.

## SECTION 3 – GENERAL CONDITIONS

1. GOVERNING LAW  
This **Policy** is issued in **Hong Kong** and shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region.
2. FRAUD  
If any claim put forward under this **Policy** knowing the same to be false or fraudulent, this **Policy** shall be void in its entirety and be of no effect whatsoever. **We** will be entitled to terminate this **Policy** with immediate effect.
3. BURDEN OF PROOF  
Where **We** allege that by reason of provision of any exclusion which may be applicable, any loss is not covered by this **Policy**, the burden of proving that such loss covered shall be on the **Insured Person** and/or the **User** of the **Registered Shoes**.
4. PAYMENT OF CLAIMS  
Benefits paid under the **Policy** shall be payable directly to **You**.

5. LANGUAGE

The Chinese version of this **Policy** is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

6. DEALING WITH DISPUTES

If any dispute on **Your Policy** that **We** cannot resolve, **We** agree to resolve the dispute by mediation. If mediation fails, the dispute can be determined by arbitration by a single arbitrator. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the Chairman for the time being of 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. **We** disclaim liability to **You** for any claim under **Your Policy** and such claim shall not be made within 12 calendar months from the date of such disclaimer have been referred to arbitration then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.

7. 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**.

8. SANCTION

**We** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefits under this **Policy** if the loss or expense reimbursed or paid by **Us** would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and United States of America or any jurisdiction applicable to **Us**.



# Avo 鞋履保障保單

## 保障細則

以下總括有關 *你的* 保單細則，解釋涵蓋範圍、不受保事項及 *保障期限*。

### 第一部分 - 定義

#### **意外損毀**

*你*無法控制之突然、不可預見及出乎意料的事件而引致的實質損毀，並延伸至惡意損毀。

#### **指定品牌**

Caterpillar、Keen、Merrell、The North Face 及 Timberland。

#### **香港**

中華人民共和國 **香港** 特別行政區。

#### **已登記的鞋履**

受保人已登記的 **指定品牌** 成人系列鞋履。

#### **保單**

**Avo** 鞋履保障 **保單** 是由 **Avo** 承保的。

#### **保障期限**

根據 Mirabell 收據購買日期起計六個月。

#### **使用人**

損失發生時正在使用 **已登記鞋履** 之人士。

#### **你/你們的/受保人**

**受保人** 是指登記在 **香港** Mirabell 商店購買 **指定品牌** 鞋履的任何人士，並年滿 18 歲和持有有效的香港身份證，及在本 **保單** 簽發時居住在 **香港** 之人士。

#### **我們/我們的/ Avo**

安我保險有限公司。

### 第二部分 – 所涵蓋的內容

**使用人** 於 **保障期限** 內在 **香港** 及世界任何地方遺失或 **意外損毀已登記的鞋履**，**我們** 會賠償 **你** 一張面額價值 400 港元的 Mirabell 禮券，以供 **你** 在 **香港** 指定的 Mirabell 商店購買一雙 **指定品牌** 的新成人系列鞋履。**已登記的鞋履** 必須在 **香港** 購買。

## 條款

### 1. 受保資格

*你*必須持有香港身份證及年滿 18 歲。

### 2. 向 *我們* 登記

由購買日起計 7 天內，*你*必須登記 *指定品牌* 的鞋履才能兌換本保障計劃，登記時需要上傳列有購買日期的 Mirabell 收據。逾期登記不會獲接受。

### 3. 索償

申請索償時，*你*必須提供以下資料給 *我們*：

- (a) 已損毀鞋履的相片 (如適用)
- (b) 相關機構發出的遺失/損毀報告 (如適用)
- (c) 遺失/損毀日期
- (d) 遺失/損毀地點
- (e) 遺失/損毀事故的描述

*你*必須在可能導致向本 *保單* 提出索償的任何事故發生後三十(30)天內或在合理可能的情況下儘快向 *我們* 發出書面的索償通知並應合理要求提供證明。

*我們*對所提交的資料擁有絕對和最終的賠償批准權或拒絕權。當索償獲批後，*我們*將通過 *你*上次通知 *我們* 的電子郵件地址以電子方式發送一張 Mirabell 禮券給 *你*。每雙 *已登記的鞋履* 只能索賠一次。

### 4. Mirabell 禮券的有效性

Mirabell 禮券有效期為禮券發出日起計二個月內，或該禮券上指示的到期日為止，以較後者為準，並可於 *香港* 指定的 Mirabell 商店購買 *指定品牌* (Caterpillar、Keen、Merrell、The North Face 及 Timberland) 使用。一張禮券只能用作購買一雙成人系列鞋履。

## 不保事項

如果索償是由以下原因直接或間接造成，將不會支付任何保障：

- 1. 由於逐漸退化包括正常損耗在內而造成的損失或損毀；
- 2. 不遵守產品保養手冊的說明而造成的損毀；
- 3. 由指定維修中心以外的任何人或團體對產品進行修改或修理而造成的損毀；
- 4. 鞋履製造商的保用證已涵蓋的損失或損毀；或
- 5. 任何回收行動服務已修復的損失或損毀。

## 第三部分 – 一般條款

### 1. 管轄法律

本 *保單* 在 *香港* 簽發，並受香港特別行政區法律管轄和解釋。

### 2. 欺詐

如有對本 *保單* 作出任何虛假或涉及欺詐的索償，本 *保單* 將完全無效。*我們* 有權立即終止本 *保單*。

3. **舉證責任**

*我們*聲稱任何適用的不保事項而本 *保單*不承保的任何損失，*受保人*和/或 *已登記的鞋履的使用者*應該提供被承保的證明。

4. **支付賠償對象**

任何賠償應直接支付給 *你*。

5. **語言**

此中文譯本只供參考之用，如中英文版本有任何分歧，以英文版本為準。

6. **處理糾紛**

若就 *你的保單*有任何無法解決的爭議，*我們*同意通過調解來解決爭議。如果調解失敗，爭議可由一位仲裁人仲裁決定。若立約方未能就仲裁人的選擇達成共識，則有關選擇權將交由當時的香港國際仲裁中心之主席作出決定。在 *本保單*下享有任何索償權或訴訟權的先決條件是須先取得仲裁裁決。如 *我們*拒絕就任何索償向 *你*承認責任，而 *你*又未在被拒之日起 12 個月內提出仲裁，則無論任何情況下，該索償均被視作已被放棄，及以後不可作出追討。

7. **第三者權利**

任何非本 *保單*一方的個人或機構均不能根據《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。

8. **制裁條款**

*我們*不可提供任何保障及不會承擔任何賠償責任或提供任何賠償，若賠償該損失或費用可能使 *我們*違反聯合國決議的任何制裁、禁令或限制，或歐洲聯盟、英國及美國所作出的貿易或經濟制裁、法律或法規或任何其他適用於 *我們的*管轄權。



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