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Avo WFH Protection Policy

Welcome to the Avo family! This document (hereinafter known as "this Policy") contains Avo WFH Protection Policy terms and conditions. Please read it carefully with the Benefit Schedule, the Policy Schedule and Endorsements (if any) to ensure that You fully understand what cover is being provided.

In consideration of the payment of premium, We hereby agree to provide insurance subject to the definitions, exclusions, limitations, terms and conditions contained herein, endorsed hereon, or attached hereto this Policy.

TABLE OF CONTENTS

Standardised Policy Terms and Conditions

Part 1	Definition	2
Part 2	Benefits	4
Part 3	General Exclusions	5
Part 4	General Conditions	5
Supplement(s) (if any)		



PART 1 – DEFINITIONS

As You read Your Policy, be aware that certain words in this Policy have specific meanings, which are given below:

"Accident" or "Accidental"	A sudden, unforeseen and unexpected event occurring entirely beyond the control of You.
"Age" or "Aged"	Age at last birthday.
"Benefit Amount"	The compensation amount We pay You correspond to each of the benefits stated in the Benefit Schedule for the insurance plan You have chosen and for which the premium has been paid.
"Bodily Injury" or "Bodily Injuries"	A physical injury or physical injuries caused solely and independently by an Accident.
"Chinese Medicine Bone-setter or Acupuncturist"	A person other than You or Your immediate family member, who is registered under the Chinese Medicine Ordinance in the laws of Hong Kong and practices in acupuncture or bone-setting on the basis of traditional Chinese medicine.
"Clinical Psychologist"	A person other than You or Your immediate family member, who is a legally registered and properly qualified Clinical Psychologist acting within the scope of his/her license and training pursuant to the laws of Hong Kong in which such practice is maintained.
"Confined" or "Confinement"	You are registered as an in-patient for a continuous period of stay for medically necessary treatments of a Bodily Injury in a Hospital and under the professional case of a Registered Medical Practitioner and which the Hospital makes a charge for room and board for such Confinement.
"Coworking Space"	A shared office workspace with supporting service is provided by a statutory organisation or a body corporate within a building for commercial purpose only situated in Hong Kong, which are not operated and/or owned by You or Your Employer and where freelancers or employees from different companies share a common workspace and its amenities. Provided that You have a valid membership to access to the Coworking Space.
"Employer"	A company or an organisation which employs You with an employment contract.
"Home"	The physical location in Hong Kong You currently reside.
"Hong Kong"	The Hong Kong Special Administrative Region of the Peoples' Republic of China or the HKSAR.
"Hospital"	An establishment, duly constituted, registered and operated as a Hospital pursuant to the law for the care and treatment of sick or injured persons with organized facilities for diagnosis and surgery and having 24-hour nursing services by legally qualified registered nurses and medical supervision of Registered Medical Practitioner(s), and is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.
"Loss of Hearing"	The entire, permanent and irrecoverable Loss of Hearing rendering You absolute deaf in one or both ears which is/are beyond the remedy by surgical or other treatment.
"Loss of Limb"	The permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
"Loss of Sight"	The entire, permanent and irrecoverable Loss of Sight in one or both eyes rendering You absolutely blind which is beyond the remedy by surgical or other treatment.
"Loss of Speech"	The disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech center in the brain resulting in aphasia.
"Loss of Use"	Total functional disablement.
"Medically Necessary"	Treatment or services in accordance with the generally accepted standards of medical practice and such treatment or services must: a) consistent with the diagnosis and is the customary medical treatment for the condition; and b) in accordance with standards of good and prudent medical practice; and c) not furnished primarily for the convenience of Registered Medical Practitioner or any other medical service providers; and d) furnished at the most appropriate level sufficient to safely and adequately treat the Your injury and are performed in the least costly setting required for treatment of a covered injury; and e) not rendered primarily for diagnostic tests, diagnostic scanning purpose, imaging examination, laboratory test or physiotherapy in the event of a Confinement.

"Mental Distress"	Debilitating shock, mental anguish or mental injury diagnosed by a Psychiatrist or Clinical Psychologist.
"Office Equipment"	Any computer equipment, laptop, portable notebook, communication devices (including mobile phone) and their accessories such as keyboard and mouse, which is provided by Your Employer; in Your care, custody or control; and used for business or professional purpose. Office Equipment shall not include any electronically stored data.
"Period of Insurance"	The period of time as specified in the Policy Schedule.
"Permanent Disablement"	A Bodily Injury which: <ul style="list-style-type: none"> a) falls into one of the Bodily Injuries listed in the <i>Compensation Table 1</i>; and b) having lasted for a continuous period of three hundred and sixty-five (365) days from the date of the Accident, with no hope of improvement at the end of that period.
"Permanent Total Disablement"	<ul style="list-style-type: none"> a) Totally prevents You from working in any occupation or attending to any business whatsoever or if You have no business or occupation, from attending to Your usual duties; and b) Having lasted for a continuous period of three hundred and sixty-five (365) days from the date of the Accident, with no hope of improvement at the end of that period.
"Policy Holder"	A person who holds a valid Hong Kong Identity Card and is aged eighteen (18) or above of his/her Age last birthday on the issuance date of this Policy.
"Pre-existing Medical Condition(s)"	Any sickness, disease, injury; physical, mental or medical condition; or physiological degradation which has existed prior to the commencement date of the Period of Insurance or the initial Period of Insurance before any renewal has taken place whichever is applicable: <ul style="list-style-type: none"> a) You have received medical treatment, diagnosis, consultation or prescribed drugs; or b) The symptoms or manifestations have existed, whether treatment was actually received; or c) A reasonable person in the circumstances would be expected to be aware of.
"Psychiatrist"	A person other than You or Your immediate family member, who is a legally registered and properly qualified Psychiatrist acting within the scope of his/her license and training pursuant to the laws of Hong Kong in which such practice is maintained.
"Registered Medical Practitioner"	A person other than You or Your Immediate Family Member, qualified by degree in western medicine and legally authorized by the Government in the geographical area of his/her practice to render medical and surgical services.
"Terrorism"	Including but not limited to any act or threat of force, violence or any act harmful to human life, tangible or intangible property or infrastructure by any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organisation or government for political, religious or ideological purposes with the intention or effect to influence any government and/or to put the public or any section of the public in fear. An act of Terrorism must be confirmed and announced to the public by the relevant government.
"Third Degree Burns"	The skin has been damaged or destroyed to its full depth and damage to the tissue beneath.
"We", "Our", "Us" or "Avo"	Avo Insurance Company Limited.
"You", "Your" or "Insured Person"	The person named in the Policy Schedule as Insured Person and must hold a valid Hong Kong Identity Card.

PART 2 – BENEFITS

Section 1 – Ergonomic Injury

If You suffer an ergonomic or postural injury caused by poor workspace design or conditions whilst carrying out the occupational duties at Your Home or Coworking Space during the Period of Insurance, and such injury is diagnosed by a Registered Medical Practitioner as caused or contributed to by working from Home or Coworking Space and surgery is considered Medically Necessary, We will reimburse You up to the maximum Benefit Amount as stated in the Benefit Schedule for such surgery cost incurred.

Section 2 – Mental Health Therapy

If You are diagnosed as suffering from Mental Distress caused or contributed to by working from Home or Coworking Space during the Period of Insurance, We will reimburse You up to the maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule for counselling or consultation expenses charged by Clinical Psychologist or Psychiatrist.

Section 3 – Accidental Hospitalization Medical Expenses

In the event that You are Confined in a Hospital in Hong Kong due to Bodily Injury sustained from Accident at Home or Coworking Space during the Period of Insurance, We will reimburse You up to the maximum Benefit Amount as stated in the Benefit Schedule for the actual hospitalization medical expenses incurred.

Follow-up Outpatient Consultation Expenses Extension

In the event that, You are Confined in a Hospital in Hong Kong and incur hospitalization medical expenses as a result of Bodily Injury sustained from Accident at Home or Coworking Space during the Period of Insurance and still require follow-up outpatient consultation within ninety (90) days after Hospital discharge, We will extend to reimburse You up to the sub-limits as stated in the Benefit Schedule for the Medically Necessary expenses for the following services or treatment incurred in Hong Kong for the same Bodily Injury:

- a) Outpatient consultation performed by a Registered Medical Practitioner; and/or
- b) Outpatient physiotherapy recommended by a Registered Medical Practitioner with a referral letter and performed by a physiotherapist; and/or
- c) Acupuncture or Chinese bone-setting treatment necessarily and reasonably rendered by Chinese Medicine Bone-setter or Acupuncturist.

Exclusions applicable to Section 3:

We will not pay any claims for

1. any expenses related to additional cost of single or private room accommodation at a Hospital or charges in respect of special or private nursing; or
2. any expenses related to cosmetic surgery.

Section 4 – Accidental Death and Permanent Disablement

We will pay You or Your legal estate the percentage of the Benefit Amount based on the Bodily Injury described in the *Compensation Table 1* as below up to the maximum Benefit Amount as stated in the Benefit Schedule, if You sustain a Bodily Injury caused by an Accident during the Period of Insurance at Home or Coworking Space directly and solely resulting in the death or leading to Permanent Disablement within three hundred and sixty-five (365) consecutive days from the date of Accident.

Compensation Table 1

Bodily Injury	% of the Benefit Amount
1. Accidental death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all Limbs	100%
4. Permanent total Loss of Sight in both eyes	100%
5. Permanent total Loss of Sight in one eye	50%
6. Loss of or permanent total Loss of Use of two Limbs	100%
7. Loss of or permanent total Loss of Use of one Limb	50%
8. Permanent Loss of Speech and Loss of Hearing	100%
9. Permanent Loss of Speech	50%
10. Permanent total Loss of Hearing in both ears	100%
11. Permanent total Loss of Hearing in one ear	50%
12. Third Degree Burns - % of surface areas	
a) Head: >12% or body: >20%	100%
b) Head: >8% to 12% or body: >15% to 20%	75%
c) Head: 5% to 8% or body: 10% to 15%	50%

Conditions applicable to Section 4:

1. If You suffer more than one of the Bodily Injuries listed above in the same Accident, We will pay You or Your legal estate the one Bodily Injury with the largest Benefit Amount (i.e. the highest percentage of the Benefit Amount shows in the *Compensation Table 1* as above).
2. The severity of Your Bodily Injury must be certified by a Registered Medical Practitioner with medical reports and full diagnosis.
3. Any body part which was partially disabled prior to a Bodily Injury covered under this Policy and subsequently becomes totally disabled as a result of such Bodily Injury, the percentage of benefit amount payable shall be determined by Us. However, no benefit shall be payable in respect of any loss of a body part which was permanently disabled prior to the Bodily Injury.

Exclusion applicable to Section 4:

In no event We will be liable to pay for any loss caused by a Bodily Injury which is a consequence of any kind of diseases or sickness.

Section 5 – Food Poisoning

If You use the food delivery services provided by a restaurant or food delivery operator for delivering food to Your Home or Coworking Space during the Period of Insurance and suffer from food poisoning directly caused by such delivered food, provided that the relevant restaurant has to obtain relevant license or food permit from the Food and Environmental Hygiene Department, We will reimburse You up to the maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule for the actual medical expenses incurred and provided that the first medical consultation must be incurred within twenty-four (24) hours from the order time of such food delivery shown in the receipt of the restaurant or food delivery operator.

Section 6 – Home Office Equipment

If whilst You are working from Home during the Period of Insurance, Your Office Equipment is physical damaged due to accident or lost due to burglary, We will indemnify You up to the maximum Benefit Amount as stated in the Benefit Schedule. We will decide whether to replace, repair or pay a cash equivalent for the lost or damaged item. In assessing the claim payable, We will take into consideration of wear, tear and depreciation factors.

Exclusions applicable to Section 6:

We will not pay any claims for any loss or damage directly or indirectly caused by:

1. burglary which has not been reported to the police within twenty-four (24) hours of discovery;
2. unexplained and mysterious disappearance;
3. wear and tear, depreciation, mildew, rot, corrosion, rust, gradual deterioration, insects or vermin;
4. scratching or denting;
5. change in temperature or humidity;
6. mechanical, electrical or electronic breakdown or derangement;
7. any process of cleaning, dyeing, repairing, restoring or renovation;
8. inherent fault, defective workmanship, materials or design, or deformation; or
9. misuse or use against manufacturer's instruction or specification.

PART 3 - GENERAL EXCLUSIONS

We will not pay You for any benefits if the claim is caused directly or indirectly as a result of or in connection with:

1. Pre-existing Medical Conditions;
2. the influence of alcohol or drugs;
3. work involving manual job duty; or You being employed or working in the capacity of a manual worker and/or a home-based manufacturer;
4. taking part in any sports in a professional capacity or where You would or could earn income or remuneration from engaging in such sports as a source of income;
5. You participating in any illegal or unlawful acts;
6. suicide, attempted suicide or intentional self-injury;
7. abortion, miscarriage, pregnancy or childbirth or any complications arising from these conditions;
8. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or any act of the Insured Person participating directly in strike, riot or civil commotion or acting on behalf of or in connection with any organisation the objects of which are to include the overthrow in or influencing of any de jure or de facto government by any violent means;
9. any acts of Terrorism; or
10. any nuclear reaction or contamination, ionizing rays or radioactivity.

PART 4 - GENERAL CONDITIONS

1. **POLICY CONTRACT**
This Policy is a contract between You and Us and contains this Policy wordings, the Policy Schedule and any Endorsements. Any changes to the terms and conditions of this Policy is only valid if We have given Our approval in writing, and issue You Our official Endorsement(s). No agent or other person has the authority to change or waive any provision of the Policy.
2. **AGE LIMIT AND ELIGIBILITY**
Any person who is aged between eighteen (18) and sixty-five (65) is eligible to enroll as an Insured Person under this Policy and renewal of policy is up to the age of sixty-five (65). For the avoidance of doubt, coverage of the Insured Person shall continue and remain unaffected in the event that the Insured Person exceeds the maximum Age limit before the expiry of the Period of Insurance.
3. **GEOGRAPHICAL LIMIT**
The insurance under this Policy shall apply in Hong Kong unless otherwise stated, endorsed or amended.
4. **WAITING PERIOD**
This Policy does not cover any claim incurred within the first fourteen (14) days from the commencement date of the Period of Insurance for Section 1 - Ergonomic Injury and Section 2 - Mental Health Therapy under Part 2 of this Policy. The waiting period is not applicable for renewed policy.
5. **REASONABLE CARE**
You shall act in a prudent manner and exercise reasonable care and prevent Accidents, Bodily Injury, sickness, loss or damage.
6. **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.
7. **INCORRECT OR CHANGE IN INFORMATION**
If at any point in time, You become aware that any information declared to Us is incorrect, You must notify Us immediately since this can affect whether Your policy is still valid. We will assess the new details provided and may issue Endorsement; cancel the policy or decline the renewal or offer to renew the policy on different terms.
8. **MISREPRESENTATION OR NON-DISCLOSURE**
This Policy shall be voidable from the commencement date of this Policy and We will not pay any claim if You, or anyone acting on behalf of You makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to act in utmost good faith. We will not be liable to refund any premium paid. If any benefit has been paid by Us, You shall refund such benefit to Us within seven (7) days from the date of Our notice of demand.

9. **CHANGE OF PLAN OR BENEFIT**
Subject to Our approval, You may request for change of plan or benefit only at the time of the renewal of this Policy.
10. **CLERICAL ERROR**
Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.
11. **DUPLICATE INSURANCE**
If You are covered under more than one (1) WFH Protection underwritten by Us, We shall only be liable for the policy with the highest Benefit Amount. Where the Benefit Amount under any additional policy is identical, We shall only be liable for the policy first issued.
12. **OTHER INSURANCE**
Except for Section 4 – Accidental Death and Permanent Disablement under Part 2 of this Policy, if there is any other policy insured by other insurance company which also covers the same benefits as this Policy at the time of a claim, this Policy is not to be called upon in contribution and is only to pay any loss thereon if and so far as not recoverable under any other insurance.
13. **MAXIMUM LIABILITY ON ACCIDENTAL DEATH AND PERMANENT DISABLEMENT**
Where You are insured under multiple policies which contain Accidental death and Permanent Disablement covers and are issued by Us, the maximum liability in respect of You under all Accidental death and Permanent Disablement covers shall not exceed HKD5,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.
14. **MEDICAL EXAMINATION**
We shall be entitled in case of non-fatal injury to call for examination by a medical referee appointed by Us if We deem necessary and in the event of death to have a post-mortem examination at Our expense. The result of such examination shall be Our property.
15. **FRAUD**
If any claim under this Policy shall be, in respect, fraudulent or if any fraudulent means or devices shall be used by You or anyone acting on Your behalf to obtain a benefit under this Policy, We shall have no liability in respect of such claim and all covers under this policy shall cease immediately. We will not be liable to refund any premium paid.
16. **NOTICE OF CLAIM**
You must give written notice of claim 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. In the event of Accidental death, immediate notice must be given to Us by Your legal estate. All claims shall be made together with satisfactory proof to Us and all proof shall be rendered at Your own expense or Your representative's expense. We shall not accept liability for any claim if the required information is not received within sixty (60) days from the issue date of any written request from Us requesting such further information, and the claim is thereafter deemed to be abandoned.
17. **TO WHOM INDEMNITIES PAYABLE**
Any indemnity related to Accidental death shall be payable to Your legal estate. All other indemnities shall be payable to You.
18. **SUBROGATION**
We have the right to proceed at Our own expense in the name of You against any third parties who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered shall belong to Us. You shall fully cooperate with Us in the recovery action.
19. **CURRENCY**
All premiums and benefits payable under this Policy are in Hong Kong dollars.
20. **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.
21. **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 within twelve (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.
22. **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 Special Administrative Region) to enforce any terms of this Policy.
23. **SANCTION CLAUSE**
We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefits to You 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.

24. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

25. POLICY LIMIT

The maximum amount of compensation You receive from Us shall not more than the sub-limit of each benefit and the maximum Benefit Amount of each section as stated in the Benefits Schedule. In no event shall the total Benefit Amount payable exceed 100% of the maximum Benefit Amount and any applicable sub-limits as stated under each section in the Benefit Schedule.

26. COLLECTION OF PERSONAL DATA

You agreed that all personal data collected and held by Us will be used according to Our Privacy Policy which is available at Our website.

27. RENEWAL

This Policy may be renewed with Our consent by payment of the premium in advance as specified in the renewal notice. Yet We reserve the right to alter the terms and conditions, including but not limited to the premiums, benefits, Benefit Amount or exclusions of this Policy at the time of renewal of any Period of Insurance of this Policy by giving thirty (30) days' written notice to You. We will not be obligated to reveal Our reasons for such amendments. For non-renewal policy, We will notify You the policy not to invite renewal at Our absolute discretion thirty (30) days prior to the expiration of this Policy.

28. CANCELLATION

- a) We may cancel this Policy at any time by sending You fourteen (14) days' advance written notice to the latest address or Your latest email address on Our file and refund pro-rata premium for the unexpired period through Your original premium payment mode. The cancellation will not prejudice any claim originating prior to cancellation of this Policy. Any notice so served shall be deemed received by You as follows:
 - i) If sent by post, two (2) working days after posting; or
 - ii) If sent by email, on the date and time transmitted.
- b) You can cancel this Policy at any time by giving prior written notice to Us, subject to the following:
 - i) 3 Months Plan: There is no refund of premium for cancellation once the policy has been issued.
 - ii) Annual Plan: We will refund the portion of premium equivalent to 30% of the actual premium You paid, provided that no claim has been made or paid under this Policy and the remaining Period of Insurance of the Policy is more than six (6) months, otherwise no refund of premium will be made. Our liability under this Policy shall cease upon receipt of Your written cancellation instruction and there will be no reinstatement of policy if You cancel this Policy.

29. TERMINATION OF POLICY

- a) This Policy shall automatically terminate on the earliest of the following dates:
 - i) this Policy ceases pursuant to the GENERAL CONDITIONS 8. MISREPRESENTATION OR NON-DISCLOSURE or 15. FRAUD;
 - ii) when We or You cancel this Policy according to GENERAL CONDITION 28. CANCELLATION;
 - iii) upon payment of 100% of the maximum Benefit Amount to You or Your legal estate under Section 4 – Accidental Death and Permanent Disablement under Part 2 of this Policy;
 - iv) the date of death of You; or
 - v) upon expiry of the Period of Insurance.
- b) Immediately following the termination of this Policy, all coverage under this Policy shall cease to be in force. No unearned premium paid for the Period of Insurance of this Policy shall be refunded, unless specified otherwise in the GENERAL CONDITION 28. CANCELLATION.

