
HAPPY TAILS INSURANCE POLICY

Here is Your Happy Tails Policy ("the Policy"). Please examine it together with the Schedule, to make sure that You have the protection You need.

It is important that the Policy document together with the Schedule and any amendments or endorsements issued are read together to avoid any misunderstanding.

If there are any changes that may affect the insurance provided, please notify Us immediately.

HOW YOUR INSURANCE OPERATES

Your Policy is a contract between Us, the Company, and You, Our Insured/Pet Parent named in the Schedule. The application form, declaration and information You gave Us when applying for the Policy are the basis of this contract. The Schedule and any endorsement made altering the terms of this Policy, form part of this Policy.

In return for Your payment of the premium, We will provide You with the insurance cover as described in the Policy during the Period of Insurance or any subsequent period for which You pay and We accept the required premium.

OUR PROMISE OF SERVICE

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so, please contact Your broker or agent. If You do not use the services of an intermediary please contact Us. We will be ready to help You with Your concerns.

DEFINITION OF WORDS

(which apply to the whole Policy)

Certain words have been defined below. These have the same meaning wherever they are used in the Policy or the Schedule.

"We / Us / Our / the Company"

MSIG Insurance (Hong Kong) Limited

"You / Your / Insured / Pet Parent"

The policyholder named as Pet Parent in the Schedule.

"Schedule"

The Schedule containing details of the Pet Parent, Your Pet, type of cover selected and Period of Insurance. The Schedule forms part of the Policy.

"Accident"

An unexpected and unintended event causing Injury to Your Pet.

"Clinical Examination"

An examination performed by a Veterinarian encompassing physical examination and comprehensive blood tests (if applicable) of the Pet.

"Clinical Symptoms"

Any manifested anomaly in, or deviation from the regular healthy state or function of a Pet, including behavioural traits. Symptoms include any anomaly that is readily detectable by a thorough and complete Clinical Examination.

"Co-insurance"

The portion of claim amount You need to pay.

"Commencement Date"

Original inception date of cover under this Policy as shown in the Schedule.

"Condition"

Any manifestations of Clinical Symptoms consistent with a diagnosis or diagnoses, regardless of the number of incidents or areas of the body affected.

"Dental Health Care"

The regular care required to maintain dental hygiene for Your Pet. This includes brushing, scaling, polishing, extractions and reconstructions.

"Diagnostic Tests"

Tests used to determine the overall health of Your Pet. Diagnostic Tests can be used as a way to detect certain abnormalities. It can also validate the current health of Your Pet, or help to evaluate an older Pet more thoroughly before problems surface.

"Household"

All members of Your family and other persons permanently living with You.

"Hong Kong"

The Hong Kong Administrative Region of the People's Republic of China.

"Illness"

Sickness, disease and any changes to Your Pet's normal healthy state; any Condition other than Your Pet's normal healthy state.

"Injury(ies)"

Physical harm or damage to Your Pet arising from an Accident and not by Illness or gradual physical or mental wear and tear.

"Medically Necessary"

Medical services, Supplies or treatments provided by a Veterinarian to treat covered Pets which are:

- consistent with symptoms or diagnosis;
- appropriate and meet generally accepted veterinary practice standards;
- not primarily for the convenience of the Pet Parent, Your Veterinarian or other providers; and
- consistent with the most appropriate supply or level of services which can safely be provided to the Pet.

"Neutering"

Orchidectomy or surgical removal of both testicles.

"Period of Insurance"

The period shown in the Schedule, and any further period for which You agree to pay and We agree to accept Your premium.

"Pet"

A domestic cat or dog that is owned for companionship or as a help dog, and not owned for commercial reasons. Commercial reasons include, but are not limited to, a Racing Dog.

"Pet Parent"

The owner of the Pet.

IMPORTANT - The Pet Parent is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.

“Pre-Existing Conditions” means:

- Illness or the recurrence of any Illness or Condition which first occurred or displayed any signs and/or symptoms consistent with the stated Illness or Condition prior to the Commencement Date;
- an Injury or recurrence of an Injury that occurred prior to the Commencement Date; or
- any Condition or complication resulting from an Illness or Injury that occurred prior to the Commencement Date.

“Racing Dog”

A dog, which is owned and maintained for the purpose of competing in organised races or speed contests.

“Spaying”

Ovariohysterectomy, Ovariectomy or resection of both ovaries, and uterus.

“Supplies”

Any item that is Medically Necessary, as determined by the Veterinarian, that is safe and effective for its intended use, and that omission would adversely affect the Pet.

“Surgery(ies)”

Procedure(s) that treat diseases or Injuries by operative manual and instrumental treatment. The procedure(s) performed on Your Pet, by a Veterinarian, must be invasive and done in an operating theatre with the use of general anaesthetic.

“Vaccination”

The administration of an industry-recognised commercial vaccine by a Veterinarian. The vaccine must be in accordance with the manufacturer’s recommendations, following a complete Clinical Examination, for prevention of disease.

“Veterinarian”

A properly licensed and registered Veterinarian in active practice in the area where Your Pet is treated or examined. Veterinarian shall not include You or Your parents, brother or sister, husband or wife, child or relative.

“Working Pet”

Any Pet involved in activities other than companionship or helping, including, but not limited to, racing, breeding, law enforcement, guarding or for other commercial use.

“Your Pet”

The dog or cat named in the Schedule.

THE BENEFITS

All benefits are paid as reimbursement for treatment and services received and paid by You due to the covered conditions up to the maximum limits stated in the Table of Benefits, and depend on the terms, conditions and limits set out in the Schedule, during the Period of Insurance.

SECTION I – SURGICAL BENEFIT

1. Clinical and Surgical Benefit

We shall cover Your Pet for Medically Necessary Surgery performed by Your Veterinarian for conditions covered by this Policy. We will pay for the following expenses incurred:

- (a) Diagnostic Tests;
- (b) Veterinarian’s fee;
- (c) Operating theatre fee;
- (d) Fees and charges for anaesthesia and oxygen for them to be administered;
- (e) Surgical implants;
- (f) Miscellaneous expenses such as prescribed drugs, injections, dressings and other medical services and Supplies related to a Surgery.

2. Room and Board Expenses

We shall cover the cost of boarding Your Pet at a licensed veterinary clinic or hospital as required by Your Veterinarian to deliver nursing

care, administer medication to or monitor Your Pet. The confinement period must be no less than twelve (12) consecutive hours as a result of Surgery.

3. Post Surgical Treatment Benefit

We shall cover Your Pet for post surgical treatment, up to ninety (90) days from date of Surgery, which include follow-up consultations, diagnostic and laboratory services, examinations and investigations as required by Your Veterinarian. This benefit is also extended to cover acupuncture performed by a Veterinarian.

The post surgical treatment must have resulted directly from the Condition which the Surgery was performed and be recommended by the Veterinarian who performed the Surgery.

The maximum limit payable under Section I shall not exceed the maximum limit applicable under “Clinical and Surgical Benefit”.

SECTION II - CHEMOTHERAPY

We shall cover Your Pet for cost of chemotherapy incurred in a licensed veterinary clinic or hospital.

SECTION III - FINAL EXPENSES BENEFIT

We shall cover the fee of euthanasia and the cost of cremation, funeral service and/or handling charges from the Veterinarian or funeral service providers in respect of the handling of the remains of the Pet.

We will not pay for:

- Transportation fee not arranged by the Veterinarian or funeral service provider;
- The cost of the niche or burial ground of the remains of the Pet.

Co-insurance is not applicable to Section III.

OVERALL COMPENSATION LIMIT

Our maximum liability under Section I to III in total shall not exceed the amount stated in the Total Annual Coverage in the Table of Benefits.

SECTION IV - THIRD PARTY LEGAL LIABILITY

1. We will indemnify You against legal liability incurred for any accidental
 - (a) bodily injury to any person;
 - (b) loss of or damage to property caused by Your Pet.
2. We will also pay for:
 - (a) costs and expenses of litigation recovered by any claimant from You, and
 - (b) costs and expenses incurred by You with Our written consent.
3. The territorial scope of cover provided by this Section is limited to Hong Kong.
4. We will not pay for:
 - (a) bodily injury to any person who is a member of Your Household or is employed by You;
 - (b) damage to property belonging to or in the charge of or under the control of You or any member of Your Household or a person employed by You;
 - (c) liability as a result of any deliberate or preventable act;
 - (d) fines, penalty, punitive or exemplary expenses;
 - (e) liability as a result of Your non-compliance with the relevant regulations imposed on pet owners;
 - (f) any judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of

judgements made outside Hong Kong whether by way of reciprocal agreement or otherwise.

Our maximum liability under Section IV in respect of any one claim or series of claim arising out of one event shall not exceed the amount stated in the Table of Benefits.

If there are more than one Pets described in the Schedule or insured with Us under separate Policy(ies), our maximum liability under this Section in respect of any one claim or series of claim arising out of one event shall not exceed the highest amount stated in the Policy(ies).

NO CLAIM DISCOUNT (NCD)

In the event of no claim being made or arising under this Policy during a Period of Insurance specified below immediately preceding the renewal of this Policy the renewal premium shall be reduced as follows:

Period of Insurance	Discount
The preceding year	5%
The preceding two consecutive years	10%
The preceding three consecutive years or more	15%

In the event of a claim, the NCD shall be reduced to 0% at the next renewal of the Policy.

If there are more than one Pets described in the Schedule or insured with Us under a separate Policy(ies), the NCD shall be applied as if a separate policy has been issued in respect of each such Pet.

If the Company shall consent to a transfer of interest in this Policy, the period during which the interest was in the transferor shall not accrue to the benefit of the transferee.

GENERAL CONDITIONS

(which apply to the whole Policy)

1. The due observance and fulfilment of the terms, conditions and endorsements of this Policy by You and the truth of the statements and answers in the application shall be conditions precedent to any liability on Our part to make any payment under this Policy.
2. Unless We agree in writing otherwise, the Pet must:
 - (a) be micro-chipped;
 - (b) be at least sixteen (16) weeks old and below nine (9) years old at the Commencement Date;
 - (c) complete all required Vaccinations; and
 - (d) not be a Working Pet.
3. You must be the owner of the Pet.
4. You shall take all reasonable precautions to prevent Accidents and comply with all statutory and/or other obligations and regulations.
5. You must provide reasonable care to the Pet at all times and ensure that it is kept in good health, and is not knowingly exposed to situation 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 Pet. Failing to comply with Your duty of care may result in denial of claims for treatment.
6. This Policy is not transferable to other Pets. All new Pets are subject to a new application and premium rating.
7. A Pet is covered under this Policy only while the Pet is in Hong Kong.
8. Any misrepresentation, misdescription of or failure to disclose material facts by the Pet Parent will entitle Us to alter, amend, cancel or void the Policy having regard to the true facts and all benefits under the Policy shall be forfeited. A material fact is any information which could influence Us in Our assessment of Your application.

9. We reserves the right to alter the Policy as We reasonably consider appropriate and We will inform the Pet Parent with a written notice at least thirty (30) days in advance of any such alteration. For avoidance of doubt, We may change the Policy terms and conditions at Our discretion at any renewal. Your continued payment of premium after We give such notice will mean You accept the change.
10. Premium rates are not guaranteed and may be increased or varied by Us:
 - (a) When a material change in risk occurs or
 - (b) When there is a general rate increase affecting all Insureds reflecting the Company's actual or anticipated results in this class of business.
11. Cancellation of the Policy
 - (a) You may cancel this Policy by giving Us written notification, If You do, We will refund You the premium paid less the premium calculated at Our short period rates from the date of cancellation provided no claim has arisen in relation to that Period of Insurance and the amount refundable is more than HK\$500.
 - (b) We may cancel this Policy by giving You seven (7) days written notice sent to your last address known to Us. If We do, We will make a pro-rata refund of the premium paid.
12. The Policy will not provide compensation other than on a proportionate basis if the Pet Parent has any other insurance in force or is entitled to indemnity from any other source in respect of the same Injury, Illness, liability, death or expense.
13. We will not recognise or be affected by any notice of trust, charge or assignment relating to this Policy and the Insured's receipt or that of the Insured's legal personal representatives, shall in all cases effectively discharge Our liability.
14. This Policy shall be subject to the exclusive jurisdiction of Hong Kong and construed in accordance with the laws of Hong Kong.
15. 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.

CLAIMS CONDITIONS

(which apply to the whole Policy)

The payment of claims under this Policy is dependent upon observance of its terms and conditions by You.

1. Notification of Claim

You must give written notice to Us of any event giving rise or likely to give rise to a claim under this Policy as soon as possible but in any case within thirty (30) days of the happening of such an event.

2. Proof of Claim

The following must be provided to Us:

- Completed claim form after You notify Us of a claim;
- The enrolment Clinical Examination result, if it is the submission of first claim;
- Information, evidence or supporting document including receipts, medical certificates or medical reports which We may require to be supplied at Your expense;
- Your written consent to allow Us to receive the results of any medical examinations and/or tests and/or the Pet's medical history or records;
- Such other information that We may reasonably require.

Original of all relevant documents and bills must be submitted with the completed claim form.

3. Examinations

We shall have the right and opportunity through Our appointed Veterinarian to examine the Pet within the duration of any claim.

4. Arbitration

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 341) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby 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.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

GENERAL EXCLUSIONS

(which apply to the whole Policy)

1. We do not cover:

- (a) Illness that occurs or recurs within the first ninety (90) days following the Commencement Date.
- (b) Illness related to specified hereditary and congenital conditions (refer to Clause 2 of LIMITATIONS) that occurs or recurs within the first twelve (12) months following the Commencement Date.

2. We do not cover Pre-Existing Conditions.

3. We do not cover:

- (a) Spaying and Neutering.
- (b) Preventive healthcare including Vaccinations or titer test, flea control, heartworm medication, deworming, nail trim, and grooming.
- (c) Parasite control including but not limited to internal and external parasites for which readily available prophylactic treatments are available.
- (d) Dental Health Care, however if Injury to teeth is caused by an Accident, We do cover the cost of extraction and/or reconstruction of damaged teeth.
- (e) Anal gland expression.

4. We do not reimburse the costs, fees or expenses associated with:

- (a) Injury or Illness due to any intentional, neglectful or preventable act, including organised dog fighting, by You or a member of Your household;
- (b) Elective procedures, cosmetic procedures, preventive procedures including but not limited to:
 - (i) tail docking;
 - (ii) ear cropping;
 - (iii) de-clawing;
 - (iv) micro-chipping;
 - (v) dew claw removal; or
 - (vi) ear cleaning;
- (c) Transport expenses;
- (d) Hereditary and congenital conditions unless specified in Limitation Clause 2;
- (e) Conditions arising from a specific activity if the same or a similar activity occurred prior to the Commencement Date and displayed the propensity for the activity to recur and cause Injury or Illness to Your Pet;

- (f) Pre-existing cruciate ligament problems to one leg as respects the cost of future treatment for problems of the other leg;
- (g) Diseases preventable by vaccines and prophylactic medications (such as heartworm, lice, internal parasites and fleas);
- (h) Any declared pandemic disease that causes widespread Illness affecting Your Pet;
- (i) Complications of Conditions excluded or limited by this Policy;
- (j) Abnormalities where Clinical Symptoms were apparent prior to the Commencement Date. This includes Conditions that are detectable by a routine physical exam by Your Veterinarian;
- (k) Claims in any way arising from the lack of use and/or implementation of preventive healthcare products and/or methods when such products and/or methods would be in accordance with generally accepted veterinary standards. Routine healthcare includes: Vaccinations, flea control, heartworm medication, deworming, dental care, ear plucking, grooming, and prudent regular care;
- (l) Special diets, Pet foods, vitamins, supplements, grooming, nail trims, shampoo and bathing (including medicated baths);
- (m) Purchase and rental of prosthesis, corrective devices and medical appliances;
- (n) Conditions arising from any specific activity if the same or similar activity occurs after You have received written notice from Us regarding the specific activity;
- (o) Experimental or investigational treatment or medicine;
- (p) Breeding or Conditions relating to breeding, whelping, and queening;
- (q) Diagnostic Tests for Conditions excluded by this Policy;
- (r) Diagnostic Tests due to complications of Conditions excluded or limited by this Policy;
- (s) Feeding, housing or exercise;
- (t) Behavioural modification, training, therapy or medications for behavioural modification;
- (u) Alternative therapies, including but not restricted to consultations and treatments involving homeopathic remedies, osteopathy, laser therapy, chiropractic treatments, stem cell therapy and/or physiotherapy, whether recommended by a Veterinarian or not;
- (v) Extra costs for treating Your Pet outside usual Surgery hours, unless the Veterinarian confirms that Your Pet is suffering from serious Illness or Injury and without performing the Surgery would either endanger its life or significantly worsen the serious Injury or Illness;
- (w) Administrative fees charged by the Veterinarian including but not limited to any charges for completing the claims forms and/or providing reports, certificates or other information for the purposes of processing Your claim.

5. War and Terrorism Exclusion

This insurance by this Policy excludes:

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

- b) any act of terrorism including but not limited to
- the use or threat of force, violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or

- c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Pet Parent.

6. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith;

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

7. Asbestos Exclusion

We do not cover all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- a) asbestos, or
- b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

8. Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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, United States of America and/or any other applicable national economic or trade sanction law or regulations.

LIMITATIONS

(which apply to the whole Policy)

1. It is mandatory that the Pet undergoes an enrolment Clinical Examination prior or within thirty (30) days from the Commencement Date of the Policy. The examination result must be produced upon the first claim. Your failure to submit Your Pet to a complete Clinical Examination may void the Policy.
2. For Pet below six (6) years of age at the Commencement Date of the Policy, We shall cover the following specified hereditary and congenital conditions after a twelve (12) month waiting period from the Commencement Date of the Policy, provided they are not Pre-Existing Conditions:
 - (a) Elbow Dysplasia
 - (b) Luxating Patella
 - (c) Glaucoma
 - (d) Cherry eye
 - (e) Intervertebral Disk Disease (IVDD)
 - (f) Hip Dysplasia (Applicable only if it is specified and indicated in the Schedule)

Hereditary and congenital conditions not stated above are not covered.

3. For Pet six (6) years and greater of age at the Commencement Date of the Policy, there shall be no cover for hereditary and congenital conditions.
4. For Pet not spayed or neutered at the Commencement Date of the Policy, there shall be no cover for illness related to prostate problems, hormonal skin conditions, perianal hernias, testicular tumours, perianal tumours, mammary tumours, uterine and ovarian conditions. Should Your Pet be spayed or neutered after the Commencement Date of the Policy and provided no claims has been made, You can write in to Us to furnish the relevant Veterinarian report on the Spaying and Neutering procedure so that We can update Our records.

Table of Benefits

SECTION	BENEFITS	MAXIMUM LIMIT (HK\$)			
		Standard Plan	Premier Plan	Ultimate Plan	Cat Plan
I	SURGICAL BENEFIT	The maximum limit payable under Section I shall not exceed the maximum limit applicable under "Clinical and Surgical Benefit".			
	1. Clinical and Surgical Benefit	13,750	33,000	55,000	20,900
	2. Room and Board Expenses	1,375	3,300	5,500	2,090
	3. Post Surgical Treatment Benefit	825	1,650	2,750	1,100
II	CHEMOTHERAPY	5,500	8,250	13,750	6,600
III	FINAL EXPENSES BENEFIT	Not Applicable	1,375	1,375	1,375
Total Annual Coverage - The maximum liability under Section I to III in total		19,250	41,250	68,750	27,500
IV	THIRD PARTY LEGAL LIABILITY	550,000	1,375,000	2,750,000	1,375,000