

## MSIG Insurance (Hong Kong) Limited

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## 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 detectible 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.
- 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)

- 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.
- 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 prorata 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. 609 of the Laws of Hong Kong) 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;
- 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, de-worming, dental care, ear plucking, grooming, and prudent regular care;
- 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:

 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

 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.

 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:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel:
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 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
- 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)

- It is mandatory that the Pet undergoes an enrolment Clinical Examination prior or within thirty (30) days from the Commencement Date of the Policy. <u>The examination result must be produced upon the first claim</u>. Your failure to submit Your Pet to a complete Clinical Examination may void the Policy.
- 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.

- 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
SURGICAL BENEFIT		The maximum limit payable under Section I shall not exceed the maximum limit applicable under "Clinical and Surgical Benefit".			
ı	Clinical and Surgical Benefit	13,750	33,000	55,000	20,900
'	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

## 「至寵愛」寵物保險單

(本中文譯本是有關保險單之意譯本,旨在協助你閱讀有關保險 單內容,本中文譯本並不是亦不應被視為保險單之一部份或在闡 釋保險單內任何條文時有任何影響力。)

本文件為「閣下」之「至寵愛」寵物保險單(以下簡稱「本保單」)。請細閱「本保單」及「承保表」,以確保得到「閣下」所需保障。

為免誤解,「閣下」需將「本保單」連同「承保表」及任何附加 之修訂或批單條款一併閱讀。

如有任何可能會影響所提供保障之變化,請立即通知「我們」。

## 保險生效之條件

「本保單」是「閣下」(即「承保表」上具名的「受保人」/ 「寵物家長」)與「我們」(即「本公司」)根據投保書上所提 供的聲明及資料締結之合約。「承保表」及任何附加之批單條款 是「本保單」的一部份。

「本公司」會按照「本保單」提供之保障在「本公司」已接納「閣下」所繳之保費的「保險期」內對任何受保事件作出賠償。

## 服務承諾

「本公司」希望為「閣下」提供高質服務,並會誠實、公平、及時地處理「本保單」承保之索賠。如「閣下」對「我們」的服務有任何疑問,請聯絡「閣下」經紀或代理。如「閣下」沒有使用中介服務,請聯絡「我們」幫助解決「閣下」的問題。

## 詞彙定義

(適用於整份保單)

有些詞彙已被定義。這些詞彙無論在「本保單」或「承保表」使 用時均具有相同的含義。

## 「我們/我們的/本公司」:

三井住友海上火災保險(香港)有限公司。

### 「閣下/閣下的/受保人/寵物家長」:

「承保表」上具名為「寵物家長」的保單持有人。

## 「承保表」:

一份載有「寵物家長」、「閣下的寵物」、其之保障計劃及「保險期」等詳細資料的文件。「承保表」是「本保單」的一部份。

#### 「意外」:

一個出乎意料及非故意的事件導致「閣下的寵物」「受傷」。

## 「臨床檢查」:

由「獸醫」進行的檢查包括替「寵物」身體檢查及全面驗血(如 摘用)。

#### 「臨床症狀」:

任何偏離「寵物」正常健康狀況或異常表現,包括行為特徵。症 狀包括任何能夠經由全面和完整的「臨床檢查」容易檢測到的異 常症狀。

#### 「共同保險」:

在索賠金額中,「閣下」需要支付的部分。

## 「生效日期」:

在「承保表」所載之「本保單」最早的開始日期。

## 「狀況」:

任何與診斷結果一致的「臨床症狀」之表現,不論事故數量之多 寡或身體受影響的區域。

## 「牙齒保健」:

「閣下的寵物」所需的定期口腔衛生護理。包括刷牙、洗牙、打 磨牙齒、脫牙及重建牙齒。

### 「診斷測試」:

用來確定「閣下的寵物」整體健康之測試。「診斷測試」可作為一種方法來檢測某些異常,亦可以作為證明「閣下的寵物」現在的健康狀況、或幫助年老「寵物」於問題出現前作出更徹底的評估。

## 「家庭」:

「閣下的」所有家庭成員及與「閣下」一起居住的其他人士。

## 「香港」:

中華人民共和國香港特別行政區。

### 「疾病」:

患病、疾病及任何改變到「閣下的寵物」正常健康的狀況;即是除「閣下的寵物」正常健康狀況之外的任何「狀況」。

## 「受傷」:

因「意外」而非因「疾病」或逐步身體或精神損耗及損傷引致「閣下的寵物」之身體損傷或傷害。

## 「醫學上必要的」:

由「獸醫」對受保「寵物」提供的醫療服務、「用品」或治療並

- 與症狀或診斷結果相符;
- 且適當及符合普遍獸醫接受的常規標準;
- 不是為了「寵物家長」、「閣下的」「獸醫」或其他供應商的便利;
- 與安全地為「寵物」提供最合適的用品或服務水平相符。

### 「男性絕育」:

睾丸切除術或手術切除兩個睾丸。

## 「保險期」:

「承保表」內指定的期限及「閣下」同意繳付且「我們」同意接 受保費之隨後期限。

#### 「寵物」:

作為陪伴或協助及不是作商業用途而擁有之家貓或家犬。商業用途包括但不限於「賽狗」。

## 「寵物家長」:

「寵物」的主人。

重要事項 - 請細閱此保單,如需更正,請即通知本公司。

## 「**已存在的情況**」是指:

- 在「生效日期」前已出現或顯示的任何跡象及/或症狀並與此 「疾病」或「狀況」相符之「疾病」或復發;
- 在「生效日期」前已出現之「受傷」或與此「受傷」相符之 復發;
- 在「生效日期」前已存在的「疾病」或「受傷」而引起之 「狀況」或併發症。

#### 「賽狗」:

作為參加有組織的競賽或速度比賽而擁有之狗隻。

## 「女性絕育」:

卵巢子宫切除術、卵巢切除術或手術切除雙邊卵巢及子宫。

## 「用品」:

由「獸醫」確定為「醫學上必要的」任何物品並安全和有效地使 用於其預定的用途,及如省略使用此等物品會對「寵物」產生負 面影響。

### 「外科手術」:

通過人手及儀器進行對疾病或「受傷」而作出之手術治療程序。 「閣下的寵物」接受的侵入性手術程序須由「獸醫」在手術室進 行並使用麻醉劑。

## 「疫苗接種」:

由「獸醫」執行業界認可的活動商業疫苗接種。疫苗必須配合全面的「臨床檢查」及按照製造商的建議用於預防疾病。

### 「響爛」

根據「閣下的寵物」接受治療或檢查之地區正式註冊及持牌的「獸醫」,「閣下」或「閣下的」父母、兄弟姐妹、丈夫或妻子、子女或親屬除外。

## 「有工作的寵物」:

任何「寵物」涉及於除了作為陪伴或協助之活動,包括但不限於 比賽、配種、執法、守衛或其他商業用途。

## 「閣下的寵物」:

「承保表」上具名之貓或狗。

## 保障項目

在受保條款限制下之「保險期」內,就「閣下」已接受及已支付 之治療和服務費用,並根據「保障項目表」中所列的最高賠償額 及「承保表」所載之條款、條件及限制以實報實銷的方式作出賠 償。

## 第1節-手術保障

### 1. 診所和手術保障

在「本保單」受保條款限制下,「我們」將就「閣下的」「獸醫」對「閣下的寵物」進行「醫學上必要的」「外科手術」作出保障。「我們」將支付下列的費用:

- (a) 「診斷測試」;
- (b) 「獸醫」費用;
- (c) 手術室費用;
- (d) 進行麻醉及氧氣供應之費用;
- (e) 外科移植;
- (f) 雜項收費如處方藥、打針、敷料及其他「外科手術」相關的醫療服務和「用品」。

## 2. 住院費用

「我們」將支付「閣下的寵物」按「獸醫」要求下及在接受「外科手術」後留宿持牌獸醫診所或醫院以接受護理、藥物治理或觀察之留院費用,惟住院時間不得少於連續 12 個小時。

#### 3. 手術後治療保障

「我們」將支付「閣下的寵物」在接受「外科手術」後九十 (90)天內之後續治療費用,其中包括「獸醫」之覆診費、 診斷及實驗室服務費、檢查及調查費。此保障亦包括由「獸 醫」進行之針灸治理。

該等手術後治療費用必須直接由已接受「外科手術」之「狀況」而引致並須由進行「外科手術」的「獸醫」建議。

第 1 節應支付的最高賠償額不應超過"診所和手術保障"所述之最高賠償金額。

## 第2節- 化療保障

「我們」將支付「閣下的寵物」在持牌獸醫診所或醫院進行化療 之費用。

## 第3節-壽終費用

「我們」將支付「閣下」包括「寵物」進行安樂死的費用、火化、 殯葬服務費及/或「獸醫」或殯葬服務提供商收取之「寵物」遺體 的處理費。

「我們」不會支付:

- 不是由「獸醫」或殯葬服務提供商安排之運輸費;
- 安置「寵物」遺體之龕位或墓地。

「共同保險」並不適用於第3節。

## 總賠償限額

「我們」就第1至3節應支付的最高賠償總額將不超過「保障項目表」上「全年總保障」所列之金額。

## 第4節-第三者法律責任保障

- 1. 「我們」將賠償「閣下」因「閣下的寵物」意外引致的
  - (a) 他人身體受傷;
  - (b) 他人財產損失或損毀 於法律上必須承擔的賠償責任。
- 2. 「我們」亦將支付:
  - (a) 由索賠人向「閣下」追回的訴訟費用,及
  - (b) 於獲得「我們」書面同意下的開銷和費用。
- 3. 本節提供之保障僅限於「香港」地域範圍。
- 4. 「我們」不會對以下各項責任作出賠償:
  - (a) 「閣下的」「家庭」成員或僱員之身體受傷;
  - (b) 「閣下」或「閣下的」「家庭」成員或僱員擁有、持控 託管或保管的財物之損毀;
  - (c) 任何故意或可避免發生的行為之法律責任。
  - (d) 罰款、刑罰、懲罰性或懲戒性的費用。
  - (e) 「閣下」不遵守作為寵物主人的相關法規之法律責任。

(f) 就於初審時非由「香港」具司法管轄權的法庭發出或頒 令的裁決與及「香港」法庭以交互協議或其他方式發出 強制執行「香港」境外的法庭命令的裁決之賠償。

「我們」於第 4 節就每一索償或由同一事件引致的一連串索償應 支付的最高賠償額將不超過「保障項目表」上所列之金額。

如「承保表」上敘述或在「我們」個別承保之「寵物」多於一只, 「我們」於此節就每一索償或由同一事件引致的一連串索償支付 的最高賠償額將不超過此等保單中最高的金額。

## 無索償折扣(NCD)

如在緊接「本保單」續保前之「保險期」內並沒有作出任何索償,續保保費將享有下列折扣扣減:

「保險期」	折扣
過去一年	5%
過去連續兩年	10%
過去連續三年或以上前	15%

如有索償時,無索償折扣(NCD)將在下個續保時減至0%。

如「承保表」上敘述或在「我們」個別承保之「寵物」多於一只, 無索償折扣(NCD)應視為獨立地應用於每一只「寵物」。

倘「本公司」同意「本保單」權益轉移,轉讓方已使用之時期及 保障將不會帶給受讓方。

## 一般條款

(適用於整份保單)

- 「本公司」根據「本保單」作出之任何賠償均以「閣下」是 否遵守和履行「本保單」之條款、條件和批單條款及在投保 時據實陳述和回答為先決條件。
- 2. 除非獲得「我們」書面同意,否則「寵物」必須
  - (a) 已植入晶片;
  - (b) 於「生效日期」時,年齡為十六(16)星期以上及九 (9)歲以下;
  - (c) 完成所有需要的「疫苗接種」;
  - (d) 不是「有工作的寵物」。
- 3. 「閣下」必須是「寵物」的主人。
- 4. 「閣下」必須採取一切合理步驟以防止「意外」發生並遵守 所有法規及/或其他法律上的責任及條例。
- 5. 「閣下」必須在任何時候對「寵物」提供合理的照顧,並確保其保持身體健康及沒有故意將其暴露於有可能導致「受傷」或「疾病」的處境。如有任何「受傷」或「疾病」出現,「閣下」必須採取一切合理的步驟,使其得到及時治療和康復、減低出現併發症、防止類似「狀況」再次發生及防止「寵物」的「疾病」或「狀況」進一步惡化。如「閣下」沒有履行照顧職責可能會導致被拒絕索賠。
- 6. 「本保單」不可轉讓給其他「寵物」。所有新「寵物」需提 出新申請及收取保費。
- 7. 「本保單」只保障在「香港」的「寵物」。

- 8. 如「寵物家長」作出任何虛假陳述、對重要事實錯誤描述或 隱瞞,「我們」有權根據事實對「本保單」作出更改、修改、 取消或使「本保單」中的所有保障失效。重要事實是任何能 夠影響「我們」評估「閣下」投保申請的資料。
- 9. 「我們」有權以「我們」認為合適的理由更改「本保單」並 於更改前不少於三十(30)天以書面通知「寵物家長」。為 免疑問,「我們」有可能在任何續保時更改「本保單」的條 款,如在「我們」發出通知後,「閣下」繼續支付保費將意 味著「閣下」接受此等更改。
- 10. 保費金額不能保證不變,
  - (a) 當風險發生重大變化時,或
  - (b) 當「本公司」因反映實際或預期業務而對此類險種之所 有「受保人」作出的保費調整時,

「我們」可能會增加保費或對保費作出更改。

## 11. 取消保單

- (a) 「閣下」可以書面形式通知「本公司」取消「本保單」。 如於現行「保險期」內並無索償個案,「本公司」將根 據短期比率退款,惟退還金額必須多於港幣 500 元。
- (b) 「本公司」可取消「本保單」並會以郵寄形式給予「閣下」7日保單取消之通知,而有關通知則會寄往「閣下」 最後為「本公司」知悉的地址。「閣下」將獲發還按比例計算之保費退款。
- 12. 如「寵物家長」擁有任何其他有效的保險就同一「受傷」、 「疾病」、責任、死亡或費用獲得賠償,「本保單」之賠償 只會按比例提供。
- 13. 「我們」不會承認任何與「本保單」有關之信託、抵押或轉讓通知或不會受到此等通知影響。「受保人」或其法律代表 收取任何賠償後,「我們」的責任即告圓滿終止。
- 14.「本保單」遵從「香港」之專有司法管轄權,並根據「香港」 法律詮釋。
- 15. 任何不是「本保單」某一方的人士或實體,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。

## 索償條款

(適用於整份保單)

「本保單」作出之任何賠償均以「閣下」是否遵守和履行「本保單」之條款為先決條件。

## 1. 索償通知

「閣下」必須於事發後三十(30)天內以書面通知「本公司」 所有索償或可能導致索償的事件。

## 2. 索償證明

- 「閻下」必須提供以下文件或資料給「我們」以進行理賠:
- 在通知「我們」索賠後填妥索償表格;

- 其他「我們」認為合理地要求的資料。

- 於投保時進行之「臨床檢查」結果(如是首次提交索賠);
- 「我們」所需資料、證據或證明文件包括收據、醫療證書 或醫療診斷報告,一切所需費用均由「閣下」支付;
- 「閣下」書面同意授權「本公司」獲取任何醫學檢查及/或 測試結果及/或「寵物」之病史或記錄;

所有相關文件和票據之正本必須與填妥的索賠表格一併提交。

#### 3. 身體檢查

「我們」有權及有機會在任何索賠期間透過「我們」指定的 「獸醫」對「寵物」進行檢查。

#### 4. 仲裁

倘若「本公司」拒絕向「閣下」作出賠償或對賠償金額存在任何爭議(統稱為「爭議」),有關「爭議」均依據現行《仲裁條例》(香港法例第609章)裁決。如有關人士未能就選擇仲裁員達成協議,仲裁員人選事宜將轉介現行香港國際仲裁中心主席裁決。「本公司」特此聲明,「閣下」必須首先取得仲裁決議,方可按「本保單」採取任何法律行動或提出訴訟。

若有關「爭議」未能於「本公司」拒絕賠償起 12 個月內按本仲裁條款提出仲裁,「閻下」會被視作完全放棄「閻下」的索償權,並不得在日後根據「本保單」重新提出索償。

## 一般不受保事項

(適用於整份保單)

- 1. 「我們」不承保
  - a) 在「生效日期」後九十(90)天內發生或復發的「疾病」。
  - b) 在「生效日期」後十二(12)個月內發生或復發的指明遺傳性和先天性「疾病」(參見"限制條款"第2條)。
- 2. 「我們」不承保「已存在的情況」。
- 3. 「我們」不承保
  - a) 「女性絕育」及「男性絕育」。
  - b) 預防性的醫療保健包括疫苗接種或滴度測試、跳蚤控制、 心絲蟲預防藥、杜蟲、修剪指甲及毛髮梳洗剪修。
  - c) 寄生蟲控制包括但不限於任何可獲得預防性治療之內部和 外部寄生蟲。
  - d) 「牙齒保健」,但如由「意外」引起之牙齒「受傷」, 「我們」將賠償拔牙及/或牙齒重建之費用。
  - e) 肛門腺清理。
- 4. 我們不會賠償與以下相關的任何費用:
  - a)任何因「閣下」或「閣下的」「家庭」成員故意、疏忽或 可阻止發生(包括有組織的狗隻戰鬥)而引致之「受傷」 或「疾病」。
  - b) 非病理上必須的醫療程序、整容、預防方法包括但不限於:
    - (i) 切尾;
    - (ii) 剪耳;
    - (iii)去爪;
    - (iv)植入晶片;
    - (v) 假蹄切除;
    - (vi)耳朵清潔;
  - c) 運輸費用;
  - d) 遺傳性和先天性疾病,於"限制條款" 第2條下指明則除 外:
  - e) 由特定行為引起之「狀況」,而該相同或相似之行為在 「生效日期」前已發生並顯現出該行為有再發生的傾向及 會對「閣下的寵物」造成「受傷」或「疾病」;
  - f) 因已存在於一腿中的十字韌帶問題而導致另一腿產生問題 之治療費用;
  - g) 可通過疫苗和預防性藥物預防之疾病(如心絲蟲、蝨、內 寄生蟲及跳蚤);
  - h) 因任何已宣布為大範圍流行病而引起廣泛性傳播之「疾病」 並感染到「閣下的寵物」;
  - i) 因「本保單」不承保或作出限制的「狀況」引致之併發症。
  - j) 在「生效日期」前已明顯出現「臨床症狀」之異常。這包括「閣下的」「獸醫」在常規身體檢查中可檢測出的「狀況」;

- k) 因缺乏使用及/或執行符合公認獸醫標準之預防性的醫療保健產品及/或方法而引致之任何索賠。定期醫療保健包括:接種預防疫苗、跳蚤控制、心絲蟲預防藥、杜蟲、牙齒護理、拔耳毛、梳洗修剪毛髮和定期護理;
- 特殊飲食控制、竈物食品、維他命、補品、美容、指甲修剪、洗髮水及沐浴(包括藥浴);
- m) 購買及租用義肢、矯正裝置及醫療器具;
- n) 由特定行為引起之「狀況」,而該相同或相似之行為在 「閣下」收到「我們」就此特定行為給予書面通知後出現;
- o) 實驗性或研究性治療或藥物;
- p) 配種或與繁殖、下崽或分娩有關之「狀況」;
- g) 「本保單」不承保的「狀況」之「診斷測試」;
- r) 因「本保單」不承保或作出限制的「狀況」引致之併發症 作出的「診斷測試」;
- s) 飼養、住房或訓練;
- t) 行為改善、訓練、治療或行為改善之藥物;
- u) 另類療法,包括但不限於順勢療法、整骨術、激光療法, 脊科治療、幹細胞療法及/或物理治療之診察及治療,不論 是否由「獸醫」推薦;
- v) 在慣常時間以外進行「外科手術」造成之額外費用,除非 「獸醫」證實涉及危急「疾病」或「受傷」及如不進行 「外科手術」會危害「閣下的寵物」的生命或明顯會加重 其之「受傷」或「疾病」;
- w) 「獸醫」收取之行政費,包括但不限於填寫索賠表及/或為 處理「閣下」索賠所提供報告、證書或其他資料之收費。

## 5. 戰爭及恐怖活動不承保條款

「本保單」概不承保因以下原因而直接或間接引致或造成或 與以下事故相關之死亡、傷殘、損失、損毀、法律責任、費 用或開支,並包括任何性質之相應損失,不論此等損失乃同 時或以任何其他次序由任何事故或事件所引致亦然:-

- a) 戰爭、侵略、外敵行動、敵對局面或交戰事件(不論正式 宣戰與否)、內戰、叛亂、革命、反叛、叛亂升級或擴大 至大規模叛變事件、軍事或篡權行動;或
- b) 任何恐怖活動,包括但不限於:任何人士(人等)或團體 因政治、宗教、思想形態或類似目的,透過以下方式表示 或以其他方式,及/或令公眾或任何公眾組別恐慌:
  - 使用武力、暴力或以武力、暴力威脅,及/或
  - 傷害或損害人身或財產(或受到此等傷害或損害威脅),包括但不限於核子輻射及/或化學污染及/或生物劑;或
- c) 採取任何行動控制、阻止、壓制或以任何方式控制、阻止 或壓制與上述第 a)或 b)條有關之行動。

倘「本公司」基於此等不受保條款而認為本保險並不承保任何損失、損害、費用或開支,「閣下」需自行承擔作出反證 的責任。

6. 輻射污染、化學、生物、生化或電磁武器不承保條款 本條款將優先於及可推翻任何與此條款不一致之保險內容。

本保險概不承擔由以下原因直接或間接導致或促成之損失、 損毀、責任或費用:

- a) 任何核子燃料、核子廢料或核子燃料燃燒造成的電離子輻射或放射性污染;
- b) 任何核子裝置、反應器或其他核子機組或其核子元件之輻射性、毒性、爆炸性或其他危險性或污染物質;
- c) 任何應用原子或核子分裂,及/或核聚變或其他同類反應, 或輻射性能量或物質之武器或裝置;
- d) 任何輻射物質造成之輻射性、毒性、爆炸性或其他危險或 污染物質。當輻射同位素正在預備、運載、儲存或使用於 商業、農業、醫療、科技或其他類似的和平用途時,則本 項之不承保範圍並不包括該等輻射同位素,惟核子燃料除 奶:
- e) 任何化學、生物、生化或電磁武器。

#### 7. 石棉不承保條款

「本公司」不承保依據、源於、直接或間接因下列事項而導致、引致或與此有關的任何形式的索償及損失:

- a) 石棉;或
- b) 任何涉及石棉的使用、存在、出現、發現、清除、消除, 又或因避免石棉、接觸石棉或可能接觸石棉所導致的任何 實際或據稱受傷或損毀。
- 8. 制裁限制之不承保條款

如「本保單」所提供的保障或支付的任何賠款涉及聯合國決議的任何制裁、禁令或限制,或歐盟、英國、美國所作出的貿易或經濟制裁或法規及/或任何其他適用之國家經濟或貿易制裁或法規,「本公司」將視其為「本保單」的不承保事項,因而不會承擔支付任何索償或提供任何保障的責任。

## 限制條款

(適用於整份保單)

- 1. 「寵物」必須在「本保單」「生效日期」前或後三十(30) 天內進行投保所需之「臨床檢查」。檢查結果須於在首次索 <u>賠時提供給「本公司」</u>。未能提交「閣下的寵物」之完整 「臨床檢查」會使「本保單」失效。
- 2. 在「本保單」「生效日期」時年齡為 6 歲以下之「寵物」, 「我們」將承保以下指明之遺傳性和先天性疾病(「已存在 的情況」除外),惟須受由「本保單」「生效日期」計起十 二(12)個月之等候期約束。
  - (a) 肘關節發育不全
  - (b) 膝蓋骨移位
  - (c) 青光眼
  - (d) 櫻桃眼
  - (e) 椎間盤退化

未有列出於上述之遺傳性和先天性疾病一概不會承保。

- 3. 在「本保單」「生效日期」時年齡為6歲或以上之「寵物」, 所有遺傳性和先天性疾病一概不會承保。
- 4. 如在「本保單」「生效日期」時「竈物」並未進行絕育,任何與前列腺相關的問題、荷爾蒙相關的皮膚病、會陰疝,睾丸腫瘤、肛周腫瘤、乳房腫瘤或子宮和卵巢相關病症之「疾病」均不會受保。如在「本保單」「生效日期」後及在未提出任何索賠前為「竈物」進行絕育,「閣下」可以書面通知「我們」並提供相關「女性絕育」及「男性絕育」的獸醫報告,以便更新「我們的」記錄。

## 保障項目表

<b>電章</b>	保障項目	最高賠償額(港幣/元)			
		基本計劃	優越計劃	超卓計劃	貓計劃
	手術保障	第1節的最高	倍償總額不應超過	過"診所和手術保	<b>冷障"所述之金額</b>
第1節	1. 診所和手術保障	13,750	33,000	55,000	20,900
	2. 住院費用	1,375	3,300	5,500	2,090
	3. 手術後治療保障	825	1,650	2,750	1,100
第2節	化療保障	5,500	8,250	13,750	6,600
第3節	壽終費用	不適用	1,375	1,375	1,375
全年總保障額 第1至3節的最高賠償總額		19,250	41,250	68,750	27,500
第4節	第三者法律責任保障	550,000	1,375,000	2,750,000	1,375,000

# Appendix: Notice to customers relating to The Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

## **Privacy Policy**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone without your consent. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agents, contractors or third parties who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our Privacy Policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at <a href="msig.com.hk">msig.com.hk</a>. You should check the Privacy Policy regularly for changes.

## **Personal Information Collection Statement**

Personal information is data that can be used to uniquely identify or contact a single person. As our customer, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

If you do not provide us with your personal data, we may not be able to provide the Product you need or process your request.

We may use your personal data for:-

- processing and evaluating your insurance application and any variation or renewal of the Product;
- administration of the services and facilities in relation to the Product provided to you;
- conducting identity and/or credit checks;
- invoicing, processing payment instructions and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product;
- conducting statistical or actuarial research and/or analysis by us;
- automated decision-making processes, including profiling, for risk assessment and claims management;
- other ancillary purposes which are directly related to the above purposes;
- conducting matching procedures (as defined under the Ordinance);
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting, investigating and preventing fraud and/or other illegal activity (whether or not relating to the Product issued in respect of this application).

In connection with any of the above purposes, the personal data that we have collected might be disclosed or transferred to the following persons and/or entities (who may be located within or outside of Hong Kong, or may process or store your personal data outside of Hong Kong):

third party agents, contractors, service providers and advisors (including but not limited to debt collection
agencies, credit reference bureaus or call centers) who provide administrative, communications, computer,
data processing and storage, payment, security, information technology, marketing or other services which
assist us to carry out the above purposes (including medical service providers, emergency assistance service
providers, telemarketers, mailing houses, IT service providers and data processors);

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- loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance intermediary;

MSIG.

- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar insurance industry association or federation);
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- the police and fraud investigation or prevention organizations;
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information; and
- in the event that we transfer all or a substantial part of our business to another company, the transferee of that business, who may then use your personal data to continue carrying out that business.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

MSIG also intends to use your name, your address, your phone number and email address from time to time to provide marketing materials and conduct direct marketing (including but not limited to promotion, marketing and sales) of the Product.

If you do not wish MSIG to use your personal data for direct marketing as listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with

the required information which are necessary for us to process your opt-out request. You may also notify us by filling in the <u>"Enquiry form – Opt-out from direct marketing activities"</u> on our website at <u>msig.com.hk</u> . In your notification, you must supply the same required information as listed below.		
,		
To enable us to process your opt-out requ	rest, please provide us below information and send to:	
The Data Protection Officer at 9/F, 1111 K	King's Road, Taikoo Shing, Hong Kong.	
Full name:		
Contact number:		
HKID number:	(for identification purpose)	
Policy/Certificate/Acknowledgement num	nber (if you have one):	

Under the Ordinance, you have the right to: (a) be informed of the kind of personal data held by us; (b) be informed of the main purposes for which personal data held by us are or are to be used; (c) request access to your personal data held by us; (d) request correction of your personal data held by us; and (e) ascertain our policies and practices in relation to personal data. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.

Note: This instruction will override all previous instructions relating to direct marketing that have been given to

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at +852 3122 6922.

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## 附錄:關於《個人資料(私隱)條例》(「條例」)的客戶通知

三井住友海上火災保險(香港)有限公司(下稱「MSIG」、「我們」或「本公司」)請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異,將以英文版本為準。

#### 私隱政策

MSIG 極為重視您的私隱。為了保障您的個人資料,我們以有關法例及規例為準則,向公司內部傳達並執行我們定立之私隱及保障指引。MSIG 採取切實可行的預防措施以保障您的個人資料免遭受遺失、盜竊、誤用,以及在未經許可之情況下被取用、洩露、更改及破壞。此外,除非得到您的同意,我們均不會出售您的個人資料給任何人。MSIG 嚴格執行認可管制,只容許獲授權之職員在必需要的情況下,取用或處理您的個人資料。此外我們會向職員定期提供培訓,確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下,保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者,要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問,歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 msig.com.hk 下載。您應定期查閱此範本所修改的內容。

## 個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶,您須向我們不時供給與我們提供之一般保險服務及保單產品(下稱「保單產品」)相關的個人資料,讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

如您未能向我們提供您的個人資料,我們可能無法提供您所需的保單產品或處理您的請求。

我們可能將您的個人資料用於以下用途:

- 處理和評估您的保險申請及任何保單產品的變更或續保;
- 管理與保單產品相關的服務和設施;
- 進行身份和/或信用審查;
- 發出賬單、處理付款指示及向您收取保費和未結清款項;
- 評估及處理與保單產品相關的索償;
- 進行統計或精算研究和/或分析;
- 風險評估和索償管理的自動化決策過程,包括分析;
- 與上述目的直接相關的其他輔助用途;
- 進行配對程序(如條例中所定義):
- 遵守適用的法律、法規或任何行業守則或指引;及
- 偵測、調查和防止欺詐及/或其他非法活動(無論是否與本申請下所發出的保單產品有關)。

在以上任何目的下,我們收集的個人資料可能會被披露或轉移至以下人士和/或實體(他們可能位於香港境內或境外,或可能在香港境外處理或儲存您的個人資料):

● 向我們提供行政、通訊、電腦、數據處理和儲存、支付、保安、資訊科技、營銷或其他協助我們實現上 述目的的服務的第三方代理、承包商、服務供應商及顧問(包括但不限於追討欠款機構、信用調查局或

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呼叫中心,以及醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商);

- 處理索賠個案的理賠師、理賠調查員及醫療顧問;
- 再保險公司及再保險經紀;
- 您的保險中介人;
- 我們的法律及專業顧問;
- 我們的關連公司(以《公司條例》內的定義為準);
- 香港保險業聯會(或同類的保險行業協會或聯會);
- 保險投訴局及同類的保險業機構;
- 法例要求或許可的政府機關;
- 警方及防止或調查欺詐的組織;
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊(及其運營者);及
- 在我們將全部或大部分業務轉讓給其他公司時·該業務的受讓人可繼續使用您的個人資料來執行該業務。

為了確保您的個人資料之準確性,您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您 的個人資料。

MSIG 亦擬不時使用您的姓名、地址、電話號碼及電郵地址提供產品的市場推廣及直接促銷(包括但不限於推廣、營銷及銷售)。

如您不欲 MSIG 將您的個人資料用作上述直接促銷用途,您應於右列方格加上剔號並將此通告之副本連同您要求拒絕直接促銷活動所必須提供的資料(詳情如下)郵寄至下列地址。您亦可填妥本公司網頁 msiq.com.hk 的「查詢表格 - 拒絕直銷活動」通知我們。在您的通知中,您必須於提供以下列出的相同所需資料。

為讓我們能夠處理您以上提出的拒絕直接促銷活動之請求 皇道 1111 號 9 樓,資料保護主任收。	,請提供以下資料並寄至:香港太古城英
姓名:	
聯絡電話:	
香港身份證號碼:	(作識別之用)
保單號碼/證書編號/確認編號(如適用):	
│ │ 附註:此拒絕直接促銷活動要求將會取代您先前給予 MSIG	。 一切關於直接促銷的指示。

根據條例·您有權:(a) 知悉我們所持有的個人資料種類;(b) 知悉我們所持有的個人資料的主要用途;(c) 查閱 我們所持有的您的個人資料;(d) 更正我們所持有的您的個人資料;及(e) 查詢我們有關個人資料的政策和實 務。如您希望行使這些權利·請致函香港太古城英皇道 1111 號 9 樓·我們的資料保護主任收。

如您對此個人資料收集聲明有任何疑問或須協助,請致電+852 3122 6922 與我們聯絡。

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