



**Avo Northbound Dental Protection Policy**

Welcome to the Avo family! Please read these Terms and Conditions carefully.

The Policy Holder, Insured Person and Avo agree that this Policy and any endorsement attached to this Policy shall be read together as one contract. The application, proposal (if applicable) and declaration that have been completed and provided to Us are the basis of this contract and are deemed to be incorporated herein. This Policy comes into force on the condition that the Policy Holder has paid the premium specified in the Policy Schedule in full and the application has been approved by Us. We shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy. The due observance of the terms, conditions and any endorsement of this Policy relating to anything to be done or not to be done or to be complied with by Insured Person or any other person claiming to be indemnified; and the truth of the contents of the application, proposal and declaration, shall be conditions precedent to any liability to Us.

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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 Insured Person.
“Accidental Death”	Shall mean death occurring: a) as a result of an Accidental Injury; and b) within one hundred and eighty (180) days of the Accident causing the Injury.
“Accidental Treatment”	Shall mean the necessary and reasonable dental treatment provided to the Insured Person resulting directly and solely from an Accidental Injury suffered by the Insured Person, at a Selected Dental Clinic, which includes: a) suturing of oral wounds b) stabilisation of periodontally involved teeth due to trauma c) extraction of teeth due to trauma d) root canal treatment due to trauma
“Basic Treatment”	Shall mean basic dental treatments provided to the Insured Person at the Selected Dental Clinic, which includes: a) comfortable dental cleaning b) general dental check-up c) basic periodontal treatment d) routine tooth extraction e) simple or paediatric root canal treatment f) simple resin filling
“Benefit Schedule”	Shall mean a benefit schedule incorporated in this Policy, which sets out the maximum benefit amount of the covered benefit items that shall be payable under this Policy.
“Co-payment”	The required dental expense that will need to be borne by the Insured Person for having the dental treatment(s) under Benefit Schedule.
“Complex Treatment”	Shall mean complex treatments provided to the Insured Person at the Selected Dental Clinic, which includes: a) deep periodontal treatment b) dental surgery c) complex root canal treatment d) complex tooth extraction e) dental restoration f) removable dental restoration g) cosmetic restoration h) restorative filling
“Hospital”	Shall mean an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as resident patients, and which: a) has facilities for diagnostic procedures and major operations; b) provides twenty-four (24) hour nursing services by licensed or registered nurses; c) maintains a Physician; and d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or a similar establishment.
“Injury”	Bodily damage caused directly and independently of all other causes by an Accident.
“Immediate Family Member”	Policy Holder or Insured Person’s spouse, parent, parent-in-law, legal guardian, grandparent, grandparent-in-law, son or daughter, legally adopted son or daughter, stepson or stepdaughter, brother or sister, or grandchild.
“Insured Person”	The person named as an “Insured Person” in the Policy Schedule or the subsequent endorsement(s), if any. Insured Person must be aged between one (1) to eighty (80) years old (both inclusive), and must hold a valid Hong Kong Identity Card / passport / Exit-Entry Permit for Travelling to and from Hong Kong and Macao or Resident Identity Card of the People’s Republic of China.
“Maximum Benefit Amount”	Shall mean the maximum limit of cumulative expenses of dental treatments which is covered under this Policy, after deducting the Co-payment. Maximum Benefit Amount of each type of dental treatment is listed in the Benefit Schedule.
“Network Dental Clinic”	The list (in digital format) that contains particulars of the dental clinics which has entered into an agreement with Dental Network Provider to provide dental treatments. The Dental Network Provider has a right to adjust the Network Dental Clinic from time to time.
“Dental Network Provider”	Shall mean the network organisation that provides Network Dental Clinics to Insured Person.
“Period of Insurance”	The period of time as specified in the Policy Schedule during which this Policy is effective.
“Physician”	Shall mean a medical practitioner who is (i) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing, and (ii) legally authorised for rendering medical and surgical service as a practitioner of western medicine in the locality where the treatment is provided to Insured Person, but in no circumstance shall include You, Insured Person, an insurance intermediary, an employer, employee, Your or Insured Person’s Immediate Family Member or business partner.
“Policy”	Shall mean and refer to the entire policy contract among the Policy Holder, Insured Person and Us including these Terms and Conditions, Benefit Schedule, and the Policy Schedule issued hereunder and any endorsement thereto together with the application, proposal and/or declaration submitted or made by the Policy Holder or the Insured Person or his/their authorised representatives.
“Policy Schedule”	Shall mean the document proof with coverage outlined and attached to this Policy.

“Policy Holder” or “You” or “Your”	The person who is named as the Policy Holder in the Policy Schedule; and must hold a valid Hong Kong Identity Card and is aged eighteen (18) or above on the issuance date of this Policy.
“Preventive Treatment”	Shall mean preventive dental treatments provided to the Insured Person at the Selected Dental Clinic, which includes: <ul style="list-style-type: none"> <li>a) basic preventive care</li> <li>b) fluoridise</li> <li>c) pit and fissure sealants</li> </ul>
“Selected Dental Clinic”	Shall mean the first selected Network Dental Clinic that Insured Person selects and makes an appointment for dental treatment. After receiving dental treatment from the first selected Network Dental Clinic, Insured Person shall not select, make appointment with and transfer to another Network Dental Clinic during the same Period of Insurance.
“Serious Bodily Injury”	Shall mean an Injury which requires treatment by a Physician, and which condition is certified by a Physician as being dangerous to life and having to be confined in a Hospital.
“We” or “Us” or “Our” or “Avo”	Avo Insurance Company Limited.

## **PART 2 – COVERAGE**

### **Section 1 – Dental Treatment Benefits**

The Insured Person is entitled to acquire the following dental treatments provided by the Selected Dental Clinic during the Period of Insurance, subject to terms, conditions, and exclusions of this Policy.

- 1.1 Preventive Treatment
- 1.2 Basic Treatment
- 1.3 Complex Treatment
- 1.4 Accidental Treatment

Each of the aforementioned dental treatments, either individually or collectively, shall be subject to limitations as set out in the Benefit Schedule, which includes covered treatment, Co-payment, Maximum Benefit Amount and discount rate as specified in Benefit Schedule.

### **Additional Charges**

The Selected Dental Clinic has the right to discuss with You or the Insured Person on any pharmaceutical, treatment, or service charges which are not covered by this Policy. It is Your or the Insured Person’s sole discretion to accept such charges at Your or the Insured Person’s own costs.

### **Exclusions applicable to Section 1:**

We shall not be liable for:

1. dental expenses incurred when the Insured Person receives treatment without making an appointment as required and the Selected Dental Clinic does not identify the Insured Person;
2. dental expenses incurred when the Insured Person fails to present valid identification documents during treatment, and the Selected Dental Clinic is unable to confirm the identity of the Insured Person;
3. dental expenses incurred when the Insured Person fails to comply with the instructions of the Selected Dental Clinic; or
4. dental expenses not listed in the Benefit Schedule.

### **Section 2 – Emergency Assistance Services**

If Insured Person suffers Serious Bodily Injury due to dental treatments received at the Selected Dental Clinic during the Period of Insurance, You, Insured Person or Insured Person’s representative may contact “24-Hour Worldwide Emergency Assistance and Referral Services” hotline for the following services provided that the trip to Selected Dental Clinic is not undertaken against medical advice. “24-Hour Worldwide Emergency Assistance and Referral Services” is rendered by a service provider nominated by Us.

#### **2.1 Emergency Evacuation and/or Repatriation**

If Insured Person’s condition must require immediate medical treatment which is not available in the place of causing Serious Bodily Injury, emergency evacuation to the nearest appropriate medical facility will be arranged. In the event that Insured Person’s condition stabilises, We shall arrange and pay the expenses for repatriation to Hong Kong. Any decision in relation to evacuation/repatriation, in particular, whether an evacuation or repatriation is necessary, or means of transfer, shall be made jointly and exclusively by the attending Physician and Us based solely upon the medical necessity.

#### **2.2 Repatriation of Mortal Remains or Ashes**

If Insured Person dies after suffering from an Injury due to dental treatments received at the Selected Dental Clinic during the Period of Insurance, We will pay the necessary expenses to return mortal remains or ashes of Insured Person to Hong Kong.

#### **2.3 Referral Services**

Upon Your, Insured Person or Insured Person’s representative’s request, referral services for legal assistance or interpreter referral, or get advice on what to do if Insured Person lost his/her travel documents such as “Mainland Travel Permit for Hong Kong and Macao Residents” or passport through the “24-Hour Worldwide Emergency Assistance and Referral Services” hotline.

### **Procedure:**

You, Insured Person or Insured Person’s representative shall call the following “24-Hour Worldwide Emergency Assistance and Referral Services” hotline for the services set out in this section.

Tel: (852) 3572 8222

The party making such call will be required to provide the policy number as shown in the Policy Schedule, Insured Person’s name, the location of the emergency (name of Hospital if any), phone number and kinds of services when seek for assistance. After validation, the services under “24-Hour Worldwide Emergency Assistance and Referral Services” will be provided.

### **Exclusions applicable to Section 2:**

We shall not be liable for:

1. any expenses incurred one hundred and eighty (180) days after the date on which the Serious Bodily Injury is sustained; or
2. any benefits under Subsections 2.1 and 2.2 of this section if Our prior approval has not been obtained by You, Insured Person, Insured Person’s representatives before any assistance is provided.

**Limitations to Liabilities:**

1. All service providers rendering services to Insured Person under this section (including but not limited to the emergency assistance provider, Physicians, and Hospitals) (the "Service Providers") are not employees, agents or servants of Us. Accordingly, the Service Providers shall be responsible for their own acts, and You or Insured Person shall not have any recourse or claim against Us in connection with any services rendered by the Service Providers. Services provided by Service Providers are provided on a best-efforts basis, and may not be available due to problems of time, distance or location. We are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service.
2. We assume no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any Service Providers.
3. We and the Service Providers shall not be held responsible for any failure to provide the "24-Hour Worldwide Emergency Assistance and Referral Services" and/or delays if caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, Act of Terrorist, insurrection), adverse weather condition, flight conditions or situations where the rendering of such service is prohibited or delayed by local laws, regulators or regulatory agencies.
4. In no event We shall be liable under this section or in the course of the provision of the "24-Hour Worldwide Emergency Assistance and Referral Services", for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.
5. We may cancel this "24-Hour Worldwide Emergency Assistance and Referral Services" by giving thirty (30) days' prior notice to You at the email address last known to Us.
6. The use of the "24-Hour Worldwide Emergency Assistance and Referral Services" is of Your or Insured Person's own accord. We shall not be liable for any loss or liabilities arising from such use.

**Section 3 – Accidental Death Benefit**

In the event of Insured Person's Accidental Death within twelve (12) months from the date of Accident, directly and solely due to dental treatments set out in Section 1 of the Policy received at the Selected Dental Clinic during the Period of Insurance, We will pay the legal estate of Insured Person the accidental death benefit specified in the Benefit Schedule.

**PART 3 – GENERAL PROVISIONS**

1. **THE CONTRACT**  
This Policy is issued in consideration of the application and payment of premiums. The application for this Policy, any medical evidence, written statements, and declarations furnished as evidence of insurability, and the Policy document constitute the entire contract. All statements made by or for the Insured Person shall be considered representations and not warranties.
2. **ALTERATIONS**  
No alterations in the terms and conditions and provisions of this Policy shall be valid unless signed by an officer so authorised by Us. No agent or other person has the authority to change or waive any provision of this Policy.
3. **AGE LIMIT**  
The insurance afforded under this Policy shall only apply to any Insured Person aged between one (1) year and eighty (80) years inclusive and renew up to aged eighty (80) years of the Insured Person.
4. **OWNERSHIP OF POLICY**  
Unless otherwise expressly provided, We shall treat the Policy Holder designated in the Policy Schedule as the absolute owner of the Policy, and We shall not be bound to recognise any equitable or other interest of any other person in the Policy. The payment of any benefits hereunder to the Policy Holder shall be considered full and effective discharge of Our obligations hereunder to the Policy Holder and/or an Insured Person.
5. **NOTICES TO COMPANY**  
All notices which We require the Policy Holder or any Insured Person to give must be in writing and shall be served or given to Us either by leaving at or sending by prepaid post to Our last known place of business, or by email to [cs@heyavo.com](mailto:cs@heyavo.com).
6. **FOR AVOIDANCE OF DOUBT**  
The service providers in respect of Dental Treatments Benefits and Emergency Assistance Services are independent service providers providing such respective services to the Insured Person upon his/her request. We, or any of Our affiliates, agents, or employees of any of them has no responsibility or liability of any act, default, negligence, error or omission of the relevant service provider or any of its respective employees, agents or representatives.
7. **TERRITORIAL SCOPE OF COVER**  
All benefits described in this Policy are applicable within the Hong Kong Special Administrative Region and Mainland China.
8. **CHANGE**  
We must be immediately notified by the Policy Holder in the event of a change of personal particulars, including but not limited to name of Policy Holder, name of Insured Person, and email address.
9. **CANCELLATION**  
You may cancel this Policy at any time by notifying Us in writing. Policy will be cancelled thirty (30) days after We receive such written notification; no premium is refunded in the policy year.  
We reserve the right to cancel the Policy at any time by giving a thirty (30) days prior written notice with pro-rata refund on paid and unused premium.  
If fraudulent means or devices are used by the Policy Holder and/or the Insured Person and/or anyone acting on his/her behalf to obtain any benefits under the Policy, any and all rights provided hereunder shall be forfeited immediately.
10. **GOVERNING LAW**  
This Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.  
If any dispute or difference of any kind whatsoever ("Dispute") shall arise between Avo and the Insured Person in connection with this Policy, both parties shall attempt, for a period of thirty (30) calendar days after the receipt of written notice from either party of the existence of the Dispute by the other party, to settle such Dispute in the first instance by mutual discussions between both parties.  
Any Dispute, controversy, difference or claim arising out of or relating to this policy contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it cannot be resolved by mutual agreement as described above within thirty (30) calendar days, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong Special Administrative Region. The number of arbitrators shall be one. If the parties are unable to agree on the choice of a sole arbitrator, the choice of arbitrator shall be submitted to the then Chairman of the HKIAC for decision.

11. **BENEFIT CHANGES**  
No change of benefit within the policy year except at each anniversary of the Policy and agreed by Us.
12. **SANCTIONS**  
Notwithstanding any other terms under this Policy, We shall not be deemed to provide coverage or will make any payments or provide any service or benefit to any Insured Person, Policy Holder, or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured Person would violate any applicable trade or economic sanctions law or regulation.  
The above clause shall also apply for any trade or economic sanction law or regulation that We deem applicable or if the Insured Person, Policy Holder, or other party receiving payment, service or benefit is a sanctioned person.
13. **CONDITION PRECEDENT TO COMPANY LIABILITY**  
The truth of any statement or declaration made by an Insured Person or the Policy Holder and the due observance and fulfilment of the terms and conditions insofar as they relate to anything to be done or complied with by an Insured Person or the Policy Holder shall be a condition precedent to the liability of Us to pay any claim hereunder.
14. **DUPLICATE INSURANCE**  
If You are covered under more than one (1) policies of the same kind which are underwritten by Us for the same Insured Person, We shall only be liable for the Policy first issued. Any additional policies will be deemed void.
15. **NOTICE OF CLAIM**  
You or Insured Person 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 death, immediate notice must be given to Us by Insured Person's legal estate. All claims shall be made together with satisfactory proof to Us and all proof shall be rendered at Your own expense or Insured Person's 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.
16. **RIGHT 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.
17. **PREMIUM PAYMENT AND UNPAID PREMIUM**  
Premium and the manner of payment including whether premium shall be payable on a monthly, annual or otherwise shall be stated in the Policy Schedule. Premium shall be payable on each premium due date by charging Your nominated credit card. Your annual premium will be due on the next renewal date.  
Any unpaid premium, including the outstanding and/or uncharged premium payments in the same policy year, may be deducted by Us from any claim payment, at Our absolute discretion.
18. **GRACE PERIOD**  
We will allow the Policy Holder ten (10) days grace period for the payment of each premium. During grace period We will keep this Policy in force. If after that time the premium remains unpaid, this Policy will be deemed to have lapsed from the date when the unpaid premium was due.
19. **RENEWAL**  
We reserve the right to amend the premiums or other terms and conditions at Our absolute discretion if We renew the Policy, and We will give a thirty (30) days' written notice of such amendment to the Policy Holder by email, and the change will be effective from the next renewal date of the Policy. We will not be obligated to reveal Our reasons for such amendments.  
If, instead of accepting the renewal invitation, You or anyone takes out a new policy of the same kind with Us for the same Insured Person, and the policy period of the new policy either overlaps, commences immediately, or commences within thirty (30) days after this Policy, We reserve the right to deem the new policy void at Our absolute discretion.  
This Policy will be renewed automatically upon successful payment of the renewal premium. 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 by written notification.
20. **MISREPRESENTATION**  
This Policy is a contract of utmost good faith. The Policy Holder and the Insured Person must disclose all material facts truthfully and completely at the time of application and throughout the policy term. Material facts include but are not limited to health-related or non-health related information.  
Any misrepresentation, whether innocent, negligent, or fraudulent, may entitle the Company to take action in accordance with the Misrepresentation Ordinance (Cap. 284) and the Insurance Ordinance (Cap. 41). The Company may rescind the Policy, deny claims, or adjust the terms of coverage based on the nature and materiality of the misrepresentation.  
If any information provided in the Application or in any subsequent document submitted to the Company is found to be false, inaccurate, misleading, or incomplete – whether relating to health (medical history, diagnoses, treatments) or non-health related personal information (e.g., age, sex, or smoking habit) – the Company may take the following actions:
- Adjust the premium for the past, current, or future Policy Years based on the correct information;
  - Require payment of any additional premium before any benefit becomes payable;
  - Terminate the Policy if the additional premium is not paid within 30 days of the due date;
  - Refund any overpaid premium to the Policy Holder.
- Based on the correct information and the Company's underwriting guidelines, the Application should have been rejected, the Company reserves the right to declare the Policy void from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person. In such cases:
- The Company may demand a refund of any benefits previously paid; and
  - The Company shall refund the premium received for the current Policy Year only, subject to a reasonable administration charge.

#### **PART 4 – DENTAL NETWORK PROVIDER AND NETWORK DENTAL CLINIC**

You or Insured Person may retrieve information of the Dental Network Provider and Network Dental Clinic from the portal provided by Dental Network Provider. The Dental Network Provider and Network Dental Clinic may change from time to time at Our absolute discretion. We do not guarantee provision of any services by a particular Network Dental Clinic.

The Dental Network Provider and Network Dental Clinic are not an employee nor agent of Us. Network Dental Clinic shall provide the dental treatments to the Insured Person in their own professional capacities and competence. We assume no responsibility for any professional negligence or otherwise in relation to the provision of any services by Dental Network Provider and Network Dental Clinic to the Insured Person.

We shall not be liable for the failure or refusal of the Dental Network Provider and Network Dental Clinic to make available any services to the Insured Person. The Dental Network Provider and Network Dental Clinic shall be solely responsible for any services, treatment, advice, prescription, medication, products and/or goods supplied or provided by him/her to the Insured Person and We assume no responsibility for the same.

The Dental Network Provider and Network Dental Clinic reserve the right for making extra charges on services if the service is not covered under the Benefit Schedule. Any charges incurred and paid directly by You or the Insured Person cannot be reimbursed from us.

We do not assume any responsibility, and do not make any warranties, endorsements or recommendations, for the following matters:

1. The qualification or professional knowledge of the Dental Network Provider and Network Dental Clinic;
2. The actions, products, services or dental treatments of the Dental Network Provider and Network Dental Clinic, including whether they are merchantable, fit for any particular purpose, or are provided with due care and skills; and
3. Any information or advice provided by the Dental Network Provider and Network Dental Clinic, including but not limited to the content of their websites.

#### **PART 5 – USING OF DENTAL TREATMENT BENEFITS (SECTION 1 OF PART 2)**

Insured Person shall make an appointment for dental treatments through the method designated by the Dental Network Provider and choose a Selected Dental Clinic from the list of Network Dental Clinics to receive dental treatments.

The Selected Dental Clinic cannot be changed within the same Period of Insurance. Insured Person must present the required identification documents for authentication to the Selected Dental Clinic at the time of treatment.

For each dental treatment, if the dental expense after deducting the Co-payment is less than or equal to the remaining balance of the Maximum Benefit Amount of the corresponding dental treatment, Insured Person shall only pay the amount of the Co-payment directly to the Selected Dental Clinic.

If the dental expense after deducting the Co-payment exceeds the remaining balance of the Maximum Benefit Amount of the corresponding dental treatment, Insured Person shall pay the remaining balance of the dental expense directly to the Selected Dental Clinic with the discount.

Pre-authorisation is required prior to any Accidental Treatment. Insured Person must initiate the application by submitting the specified forms through the Selected Dental Clinic. Absence of preauthorisation, or in the event of an application denial, could lead to the treatment(s) under consideration being classified as other dental treatment(s), at the discretion of the Selected Dental Clinic.

#### **PART 6 – GENERAL EXCLUSIONS**

Unless otherwise agreed in writing, this Policy does not cover any expenses related to the followings:

1. Rental or purchase of prosthesis, prosthetic devices, or medical equipment or appliances (e.g., wheelchair, CPAP machine, hearing aids, crutches, aero chamber, etc.).
2. Chronic alcoholism or abuse of alcohol, drugs addiction or abuse of drugs.
3. Accidents that arise directly or indirectly from hazardous or professional sports.
4. War, invasion, act of foreign enemy, act of terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or direct participation in strike, riot or civil commotion.
5. Suicide, self-inflicted Injury, or any attempted suicide whether sane or insane.
6. Any treatment or disability directly or indirectly arising from or consequent upon illegal activity.