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AvoDynamics Sports Protection Policy

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

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

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PART 1 – DEFINITIONS

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

"Accident" or "Accidental"	A sudden, unforeseen and unexpected event occurring entirely beyond the control of You.
"Age" or "Aged"	Age at last birthday.
"Athlete"	A person who competes in sport which is physical in nature, and received from third party any form of remuneration, income, sponsorship, subsidy, scholarship and/or allowance on a recurrent basis for participating in training and/or preparation for competition.
"Benefit Amount"	The compensation amount We pay You correspond to each of the benefits stated in the Benefit Schedule for the insurance plan You have chosen and for which the premium has been paid.
"Bodily Injury" or "Bodily Injuries"	A physical injury or physical injuries caused solely and independently by an Accident.
"Chinese Medicine Bone-setter or Acupuncturist"	A person other than You or Your immediate family member, who is registered under the Chinese Medicine Ordinance in the laws of Hong Kong and practices in acupuncture or bone-setting on the basis of traditional Chinese medicine.
"Competition"	Any Covered Sports competition that: a) is open to general public, or is organized or sponsored by schools, commercial organizations or non-profit-making organizations registered with the local government; b) has designated routes or area of competition; c) wholly takes place up to an altitude of two thousand meters (2,000m) above the sea level; and d) has paramedic services available on site.
"Confined" or "Confinement"	You are registered as an in-patient for a continuous period of stay for Medically Necessary treatments of a Bodily Injury in a Hospital and under the professional case of a Registered Medical Practitioner and which the Hospital makes a charge for room and board for such Confinement.
"Covered Sports"	Any sports activities as listed in the Table of Covered Sports below:

Table of Covered Sports

Type	Sports
Ball games	Any type
Land sports	1. Hiking
	2. Rock climbing
	3. Running (Limit to ≤50 km for Competition)
	4. High jump
	5. Long jump
	6. Triple jump
	7. Hurdles
	8. Discus
	9. Javelin
	10. Shot put
	11. Hammer throw
	12. Pole vault
	13. Skateboarding
	14. Triathlon
Water sports	1. Swimming (Limit to ≤10 km for Competition)
	2. Diving
	3. Canoeing
	4. Windsurfing
	5. Surfing
	6. Artistic swimming
	7. Water skiing
	8. Wakeboarding
	9. Wakesurfing
	10. Snorkelling
	11. Rowing boats (including dragon boat)
	12. Aqua bike
	13. Kayaking
	14. Stand up paddle
Extreme sports	1. BMX freestyle
	2. Scooters freestyle
Others	1. Yoga
	2. Cycling
	3. Dancing
	4. Aerobics
	5. Ice skating
	6. Roller skating
	7. Gym workout
	8. Archery
	9. Gymnastics

	10. Fishing
	11. Fencing
	12. Orienteering
	13. Rope skipping
	14. Pilates
	15. Aerial yoga
	16. Indoor bouldering
	17. Indoor snowboarding
	18. Indoor skiing
	19. Pole dancing

"Excess"	The excess amount as specified in the Benefit Schedule, which shall be the first amount borne by *You* for each claim before any benefit under Part 2 – BENEFITS.
"Hong Kong"	The Hong Kong Special Administrative Region of the Peoples' Republic of China or the HKSAR.
"Hospital"	An establishment, duly constituted, registered and operated as a Hospital pursuant to the law of the area in which it is located for the care and treatment of sick or injured persons with organized facilities for diagnosis and surgery and having 24-hour nursing services by legally qualified registered nurses and medical supervision of Registered Medical Practitioner(s), and is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.
"Loss of Hearing"	The entire, permanent and irrecoverable Loss of Hearing rendering You absolute deaf in one or both ears which is/are beyond the remedy by surgical or other treatment.
"Loss of Limb"	The permanent and irrecoverable loss by physical severance at or above the wrist or ankle joint.
"Loss of Sight"	The entire, permanent and irrecoverable Loss of Sight in one or both eyes rendering You absolutely blind which is beyond the remedy by surgical or other treatment.
"Loss of Speech"	The disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech center in the brain resulting in aphasia.
"Loss of Use"	Total functional disablement.
"Medically Necessary"	Treatment or services in accordance with the generally accepted standards of medical practice and such treatment or services must: a) consistent with the diagnosis and is the customary medical treatment for the condition; and b) in accordance with standards of good and prudent medical practice; and c) not furnished primarily for the convenience of Registered Medical Practitioner or any other medical service providers; and d) furnished at the most appropriate level sufficient to safely and adequately treat Your injury and are performed in the least costly setting required for treatment of a covered injury; and e) not rendered primarily for diagnostic tests, diagnostic scanning purpose, imaging examination, laboratory test or physiotherapy in the event of a Confinement.
"Participation"	The duration when You are playing the Covered Sports during the Period of Insurance, which includes the recess time when You take rest within the same area as where the Covered Sports takes place.
"Period of Insurance"	The period of time as specified in the Policy Schedule during which this Policy is effective.
"Permanent Disablement"	A Bodily Injury which: a) falls into one of the Bodily Injuries listed in the *Compensation Table 1*; and b) having lasted for a continuous period of three hundred and sixty-five (365) days from the date of the Accident, with no hope of improvement at the end of that period.
"Permanent Total Disablement"	As a result of a Bodily Injury which: a) totally prevents You from working in any occupation or attending to any business whatsoever or if You have no business or occupation, from attending to Your usual duties; and b) having lasted for a continuous period of three hundred and sixty-five (365) days from the date of the Accident, with no hope of improvement at the end of that period.
"Policy Holder"	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.
"Pre-existing Medical Condition(s)"	Any sickness, disease, injury; physical, mental or medical condition; or physiological degradation which has existed prior to the commencement date of the Period of Insurance or the initial Period of Insurance before any renewal has taken place whichever is applicable: a) You have received medical treatment, diagnosis, consultation or prescribed drugs; or b) The symptoms or manifestations have existed, whether treatment was actually received; or c) A reasonable person in the circumstances would be expected to be aware of.
"Registered Medical Practitioner"	A person other than You or Your Immediate Family Member, qualified by degree in western medicine and legally authorized by the Government in the geographical area of his/her practice to render medical and surgical services.
"Terrorism"	Including but not limited to any act or threat of force, violence or any act harmful to human life, tangible or intangible property or infrastructure by any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organization or government for political, religious or ideological purposes with the intention or effect to influence any government and/or to put the public or any section of the public in fear. An act of Terrorism must be confirmed and announced to the public by the relevant government.

"Third Degree Burns"	The skin has been damaged or destroyed to its full depth and damage to the tissue beneath.
"We", "Our", "Us" or "Avo"	Avo Insurance Company Limited.
"You", "Your" or "Insured Person"	The person named in the Policy Schedule as Insured Person and must hold a valid Hong Kong Identity Card. For the Insured Person Aged below eleven (11) and without holding Hong Kong Identity Card, holding a birth certificate issued by the Immigration Department of the Hong Kong Special Administrative Region shall be accepted by Us.

PART 2 – BENEFITS

Operation of Insurance

1. For Day Pass Plan – All benefits under this Policy shall be payable only when the Covered Sports is performed by You within Hong Kong during the Period of Insurance.
2. For Season Pass Plan – All benefits under this Policy shall be payable only when the Covered Sports is performed by You within Hong Kong during the Period of Insurance unless otherwise You have selected the nature of plan (leisure + competition) is extended to competitions of Covered Sports held at overseas.
3. For Annual Pass & Annual Pass Plus Plan – All benefits under this Policy shall be payable only when the Covered Sports is performed by You within Hong Kong during the Period of Insurance unless otherwise You have selected the nature of plan (leisure + competition) is extended to competitions of Covered Sports held at overseas. Except for Section 4 – Unexpected Mobile Data Roaming Charge, this Policy will not cover any additional unexpected mobile data roaming charges which are incurred outside Hong Kong.

Section 1 – Sports Related Injury Benefits

1.1. **Accidental Death and Permanent Disablement**

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

Compensation Table 1

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

Conditions applicable to Section 1.1.:

1. If You suffer from more than one of the Bodily Injuries listed above in the same Accident, We will pay You or Your legal estate the one Bodily Injury with the largest Benefit Amount (i.e. the highest percentage of the Benefit Amount shows in the *Compensation Table 1* as above) under this Section 1.1.
2. The severity of Your Bodily Injury must be certified by a Registered Medical Practitioner with medical reports and full diagnosis.
3. Any body part which was partially disabled prior to a Bodily Injury covered under this Policy and subsequently becomes totally disabled as a result of such Bodily Injury, the percentage of Benefit Amount payable shall be determined by Us. However, no benefit shall be payable in respect of any loss of a body part which was permanently disabled prior to the Bodily Injury.

1.2. **Coma**

If You suffer from a state of unconsciousness during the Participation, We will pay You a lump sum benefit up to the maximum Benefit Amount as stated in the Benefit Schedule. The coma must be confirmed and certified by a Registered Medical Practitioner in the appropriate medical specialty, and supported by evidence of all of the following:

a) No response to external stimuli for at least forty-eight (48) hours consecutive; and
b) Lift support measures are necessary to sustain life.

Exclusions applicable to Section 1.2.:

We will not pay any claim for:

1. Coma resulting directly from self-inflicted injury, alcohol, drug misuse or medically induced.

1.3. **Cardiac Arrest**

If You sustain a medical emergency during the Participation with absent or inadequate contraction of the left ventricle of the heart that immediately causes body-wide circulatory failure, We will pay You a lump sum benefit up to the maximum Benefit Amount as stated in the Benefit Schedule. Diagnosis of cardiac arrest must be confirmed and certified by a Registered Medical Practitioner in the appropriate medical specialty or who is a cardiologist.

1.4. **Exertional Heat Stroke**

If You suffer from a syncope or collapse due to exercise sustained during the Participation, We will pay You a lump sum benefit up to the maximum Benefit Amount as stated in the Benefit Schedule. The exertional heat stroke requires Hospital Confinement for a minimum of twenty-four (24) consecutive hours. Diagnosis of exertional heat stroke must be confirmed and certified by a Registered Medical Practitioner, and supported by evidence of all of the following:

a) Body temperature is recorded as 105 °F (40.5 °C) or higher; and
b) Altered mental state with signs of either disorientation, irrational behavior, agitation, confusion, seizure or coma.

1.5. **Ligament Tear or Tendon Rupture**

If, a diagnosis made by a Registered Medical Practitioner who is an orthopaedic surgeon, You suffer from a ligament tear or tendon rupture due to Accident sustained during the Participation and receives the following Medically Necessary treatment:

a) surgical intervention which is actually performed within thirty (30) days of diagnosis; or
b) non-surgical methods for a period of more than thirty (30) days,

We will pay You a lump sum benefit up to the maximum Benefit Amount as stated in the Benefit Schedule.

Conditions applicable to Section 1.5.:

1. Diagnosis of ligament tear or tendon rupture must be supported by imaging evidence.
2. Either onsite emergency medical treatment is received by You during the Participation, or You are Confined or treated for such condition as an outpatient within twenty-four (24) consecutive hours immediately following the Participation.

Exclusions applicable to Section 1.5.:

We will not pay any claim for:

1. Acute or chronic tendinopathy, calcaneal bursitis and/or calcaneal apophysitis;
2. Rupture due to pre-existing tendonitis; or
3. Rupture due to systemic illness.

1.6. **First Time Bone Fracture**

If, upon the first time diagnosis made by a Registered Medical Practitioner who is an orthopaedic surgeon, You suffer from a bone fracture due to Accident sustained during the Participation and receives the Medically Necessary treatment of open surgery or non-surgical methods, We will pay You a lump sum benefit up to the maximum Benefit Amount as stated in the Benefit Schedule.

Conditions applicable to Section 1.6.:

1. Diagnosis of bone fracture must be supported by imaging evidence.
2. Either onsite emergency medical treatment is received by You during the Participation, or You are Confined or treated for such condition as an outpatient within twenty-four (24) consecutive hours immediately following the Participation.
3. Bone fracture covers the following sites and bones only: Ankle, fibula, tibia, femur, patella, pelvis (ilium, ischium and pubis), vertebra, ribs, sternum, wrist (scaphoid, trapezium, trapezoid, capitate, hamate, pisiform, triquetrum and lunate), ulna, radius, humerus, scapula, clavicle, facial (mandible, maxilla, inferior nasal concha, lacrimal, nasal, palatine, zygomatic and vomer) and skull.

Exclusions applicable to Section 1.6.:

We will not pay any claim for:

1. Fractures in the presence of underlying condition of osteoporosis, osteomalacia or bone tumours;
2. Fractures described in radiologist report as fatigue, stress, hairline, avulsion/chips or micro-fractures; or
3. Fracture / dislocation at the same site of a prior fracture / dislocation before the Accident.

1.7. **First Time Dislocation (Applicable to Season Pass, Annual Pass and Annual Pass Plus Plan only)**

If, upon the first time diagnosis made by a Registered Medical Practitioner who is an orthopaedic surgeon, You suffer from a dislocation due to Accident sustained during the Participation, We will pay a lump sum benefit up to the maximum Benefit Amount as stated in the Benefit Schedule.

Conditions applicable to Section 1.7.:

1. Diagnosis of dislocation of joint must be supported by imaging evidence.
2. Either onsite emergency medical treatment is received by You during the Participation, or You are Confined or treated for such condition as an outpatient within twenty-four (24) consecutive hours immediately following the Participation.
3. First time dislocation covers the following sites and bones only: spine, hip, knee, wrist, elbow, ankle, shoulder blade.

Exclusions applicable to Section 1.7.:

We will not pay any claim for:

1. Fracture / dislocation at the same site of prior fracture / dislocation before the Accident.

Conditions applicable to Section 1:

1. In no event shall the total amount payable under Section 1 exceeds 100% of the maximum Benefit Amount as stated in the Benefit Schedule.

Section 2 – Accidental Hospitalization Medical Expenses

In the event that You are Confined in a Hospital due to Bodily Injury sustained from Accident during the Participation, We will reimburse You up to the maximum Benefit Amount as stated in the Benefit Schedule for the actual hospitalization medical expenses incurred.

Extension for Section 2:

We will extend to cover the actual hospitalization medical expense incurred if You are Confined in a Hospital due to the same medical conditions which is payable under Section 1.2 to 1.4.

Follow-up Outpatient Consultation Expenses Extension

In the event that, You are Confined in a Hospital and incur hospitalization medical expenses due to 1) Bodily Injury sustained from Accident during the Participation or 2) due to medical conditions which is payable under Section 1.2. to 1.4. during the Participation and still require follow-up outpatient consultation within ninety (90) days after Hospital discharge, We will extend to reimburse You up to the sub-limits as stated in the Benefit Schedule for the Medically Necessary expenses for the following services or treatment incurred in Hong Kong for the same Bodily Injury:

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

Exclusions applicable to Section 2:

We will not pay any claims for:

1. any expenses related to additional cost of single or private room accommodation at a Hospital or charges in respect of special or private nursing;
2. non-essential medical treatment or any medical treatment for Confinement that is not recommended by a Registered Medical Practitioner;
3. any expenses related to cosmetic surgery;
4. any loss or expenses incurred if You fail to obtain a written medical report from the Registered Medical Practitioner; or
5. any Chinese medicine treatment other than bone-setting and acupuncture treatment.

Section 3 – Membership and Subscription Fees (Applicable to Annual Pass and Annual Pass Plus plan only)

We will reimburse You for the loss of unused and prepaid membership and/or subscription fees which are not recoverable from any other sources and valid within twelve (12) months from the date You suffering one of the events of Section 1.1. to 1.3. ("Date of Incident") up to the maximum Benefit Amount as stated in the Benefit Schedule.

Conditions applicable to Section 3:

1. This Section is only payable on a condition that one of Section 1.1. to 1.3. is payable.
2. Membership and/or subscription fees includes any form of membership, subscription, permit, training fees and the like associated with the Covered Sports, the fees for which has been paid by You before the Date of Incident.

Section 4 – Unexpected Mobile Data Roaming Charge (Applicable to Annual Pass and Annual Pass Plus Plan only)
We will reimburse You for the additional unexpected mobile data roaming charge which is incurred on top of a fixed monthly fee of Your current mobile phone service plan during the Participation within Hong Kong, up to the maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule.

Conditions applicable to Section 4:

1. The mobile phone bill must be under Your name.
2. This benefit is applicable to the mobile data service provided by the telecommunications service provider in Hong Kong only.

Exclusions applicable to Section 4:
We will not pay any claim for:

1. Any prepaid SIM card.

Section 5 – Personal Liability
We will indemnify You for the compensation and/or legal expenses You legally liable to pay for an Accident occurring during the Participation which causes death or Bodily Injury to a third party, or Accidental damage to property of a third party, up to the maximum Benefit Amount as stated in the Benefit Schedule.
You must:

a) not make any offer or promise of payment or admit liability to any other party, or become involved in any litigation without Our prior written approval; and
b) send Us any writ summons or other documents in connection with the claim immediately.

Exclusions applicable to Section 5:
We will not pay any claim for:

1. anyone who has caught any illness or disease from You;
2. the property under Your care, custody or control;
3. death, Bodily Injury, property damage or legal liability to Your family, relatives, partner, people who work for, with You, or service, coaching or tutorial services rendered by you;
4. legal costs or penalties resulting from any criminal proceedings;
5. any willful, malicious or unlawful act;
6. any liability assumed under contract;
7. Your employment, trade, business or profession;
8. Your ownership or occupation or use of any land, building or premises;
9. Your owning, holding or using firearms, pet or animals, motorized vehicles, air or remote controlled motorized devices; or
10. Punitive, aggravated or exemplary damages.

PART 3 - GENERAL EXCLUSIONS

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

1. any loss caused by a Bodily Injury which is a consequence of any kind of diseases or sickness;
2. any competition unless otherwise You have selected the nature of plan (leisure + competition);
3. any sports activities specifically in relation to the specialization of the Insured Person as an Athlete of the Covered Sports;
4. You participating in any illegal or unlawful acts;
5. suicide, attempted suicide, intentional self-injury, insanity, mental or nervous disorders, sleep disorder, psychiatric disorder, or willful exposure to danger (other than in an attempt to save human life);
6. Pre-existing Medical Conditions (including mental or nervous disorders, psychological or psychiatric disorders);
7. the influence of alcohol or drugs;
8. taking part in the activity of:
   i) Scuba diving to a depth greater than thirty (30) meters below sea level;
   ii) Trekking at an altitude greater than five thousand (5,000) meters above sea level;
9. engaging in naval, military or air force service or operations, armed force service; war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts to popular rising (except as specified under individual sections), military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
10. abortion, miscarriage, pregnancy or childbirth or any complications arising from these conditions;
11. any acts of Terrorism; or
12. any nuclear reaction or contamination, ionizing rays or radioactivity.

PART 4 - GENERAL CONDITIONS

1. POLICY CONTRACT
   This Policy is a contract between You and Us and contains this Policy wordings, the Benefit Schedule, the Policy Schedule and any Endorsements. Any changes to the terms and conditions of this Policy are only valid if We have given Our approval in writing, and issue You Our official Endorsement(s).

2. AGE LIMIT AND ELIGIBILITY
   Any person who is aged between six (6) and sixty-five (65) is eligible to enroll as an Insured Person under this Policy and renewal of Annual Pass and Annual Pass Plus Plans are up to the age of seventy (70), provided that any Insured Person is aged below eighteen (18) who must obtain the consent of his/her parent(s) or legal guardian in order to be insured under this Policy. For the avoidance of doubt, coverage of the Insured Person shall continue and remain unaffected in the event that the Insured Person exceeds the maximum Age limit before the expiry of the Period of Insurance.

3. REASONABLE CARE
   You shall act in a prudent manner and exercise reasonable care and prevent Accidents, Bodily Injury, sickness, loss or damage.

4. GOVERNING LAW
   This Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

5. INCORRECT OR CHANGE IN INFORMATION
   If at any point in time, You become aware that any information declared to Us is incorrect, You must notify Us immediately since this can affect whether Your Policy is still valid. We will assess the new details provided and may issue Endorsement; cancel the policy or decline the renewal or offer to renew the policy on different terms.

6. 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 Us to take action in accordance with the Misrepresentation Ordinance (Cap. 284) and the Insurance Ordinance (Cap. 41). We 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 Us 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) – We 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 Our underwriting guidelines, the Application should have been rejected, We reserve 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:
   - We may demand a refund of any benefits previously paid; and
   - We shall refund the premium received for the current Policy Year only, subject to a reasonable administration charge.

7. CHANGE OF PLAN OR BENEFIT
   Change of plan or benefit is not allowed for this Policy during the interim Period of Insurance. Subject to Our approval, you may request for change of plan or benefit only at the time of the renewal of this Policy.

8. CLERICAL ERROR
   Clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

9. DUPLICATE INSURANCE
   If Policy Holder is 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.

10. OTHER INSURANCE
    Except for Section 1– Sports Related Injury Benefits – under Part 2 of this Policy, if there is any other policy insured by other insurance company which also covers the same benefits as this Policy at the time of a claim, this Policy is not to be called upon in contribution and is only to pay any loss thereon if and so far as not recoverable under any other insurance.

11. MAXIMUM LIABILITY ON ACCIDENTAL DEATH AND PERMANENT DISABLEMENT
    Where You are insured under multiple policies which contain Accidental death and Permanent Disablement covers and are issued by Us, the maximum liability in respect of You under all Accidental death and Permanent Disablement covers shall not exceed HKD5,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.

12. MEDICAL EXAMINATION
    We shall be entitled in case of non-fatal injury to call for examination by a medical referee appointed by Us if We deem necessary and in the event of death to have a post-mortem examination at Our expense. The result of such examination shall be Our property.

13. FRAUD
    If any claim under this Policy shall be, in respect, fraudulent or if any fraudulent means or devices shall be used by You or anyone acting on Your behalf to obtain a benefit under this Policy, We shall have no liability in respect of such claim and all covers under this Policy shall cease immediately. We will not be liable to refund any premium paid.

14. NOTICE OF CLAIM
    You must give written notice of claim to Us within thirty (30) days after the occurrence of any event likely to give rise to a claim under this Policy or as soon thereafter as is reasonably possible. In the event of Accidental death, immediate notice must be given to Us by Your legal estate. All claims shall be made together with satisfactory proof to Us and all proof shall be rendered at Your own expense or Your representative's expense. We shall not accept liability for any claim if the required information is not received within sixty (60) days from the issue date of any written request from Us requesting such further information, and the claim is thereafter deemed to be abandoned.

15. TO WHOM INDEMNITIES PAYABLE
    Any indemnity related to Accidental death shall be payable to Your legal estate. All other indemnities shall be payable to You. For Insured Person aged below eighteen (18), all indemnities payable should be made to his/her parent(s) or his/her legal guardian(s).

16. SUBROGATION
We have the right to proceed at Our own expense in the name of You against any third parties who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered shall belong to Us. You shall fully cooperate with Us in the recovery action.

17. CURRENCY
All premiums and benefits payable under this Policy are in Hong Kong dollars unless otherwise endorsed in the Policy Schedule. For claim incurred in foreign currency, the exchange rate will be determined by Us at a reasonable foreign currency exchange rate We choose. We are not legally responsible for any exchange rate-related losses that You may have.

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

19. RIGHTS OF THIRD PARTIES
Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong Special Administrative Region) to enforce any terms of this Policy.

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

21. COMPLIANCE WITH POLICY PROVISIONS
Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

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

23. COLLECTION OF PERSONAL DATA
Policy Holder and the Insured Person agreed that all personal data collected and held by Us will be used according to Our Privacy Policy which is available at Our website.

24. RENEWAL (Applicable to Annual Pass and Annual Pass Plus Plan only)
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, Policy Holder 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 Policy Holder the policy not to invite renewal at Our absolute discretion thirty (30) days prior to the expiration of this Policy by written notification.

25. CANCELLATION
a) We may cancel this Policy at any time by sending Policy Holder fourteen (14) days' advance written notice to the latest address or Policy Holder's latest email address on Our file and refund pro-rata premium for the unexpired period. The cancellation will not prejudice any claim originating prior to cancellation of this Policy. Any notice so served shall be deemed received by Policy Holder as follows:
   i) If sent by post, two (2) working days after posting; or
   ii) If sent by email, on the date and time transmitted.

b) Policy Holder can cancel this Policy at any time by giving thirty (30) days prior written notice to Us, provided that there has been no claims submission and/or benefit payment during the relevant Policy Year, subject to the following.
   i) Day Pass Plan: There is no refund of premium for cancellation once the policy has been issued.
   ii) Season Pass: If the cancellation notice is given before the commencement of the Period of Insurance, We will refund a partial premium to Policy Holder subject to a minimum premium which is equivalent to 20% of the actual premium Policy Holder paid or HK$100, whichever is the greater. There is no refund of premium for cancellation notice that is given after the commencement of the Period of Insurance.
   iii) Annual Pass and Annual Pass Plus Plan: If the cancellation notice is given before the commencement of the Period of Insurance, We will refund a partial premium to Policy Holder subject to a minimum premium which is equivalent to 20% of the actual premium Policy Holder paid or HK$100, whichever is the greater. If the cancellation notice is given after the commencement of the Period of Insurance and Policy Holder chose Annual Payment, We will refund the portion of premium equivalent to 30% of the actual premium Policy Holder paid, provided that the remaining Period of Insurance of the Policy is more than six (6) months, otherwise no refund of premium will be made. If the cancellation notice is given after the commencement of the Period of Insurance and Policy Holder chose Monthly Payment, such cancellation shall become effective on the next premium due date after the effective date of termination as stated in the cancellation notice given by the Policy Holder or the date which the Company receives the cancellation notice, whichever is later; no premium is refunded in the relevant Policy Year.

Our liability under this Policy shall cease upon receipt of Policy Holder's written cancellation instruction and there will be no reinstatement of policy if Policy Holder cancels this Policy.

26. TERMINATION OF POLICY
a) This Policy shall automatically terminate on the earliest of the following dates:
   i) The last date of the Period of Insurance on which You has attained the maximum Age limit (applicable to Annual Pass and Annual Pass Plus Plans only);
   ii) this Policy ceases pursuant to the 6. MISREPRESENTATION OR NON-DISCLOSURE or 13. FRAUD under Part 4 – GENERAL CONDITIONS;
   iii) when We or Policy Holder cancel this Policy according to 26. CANCELLATION under Part 4 – GENERAL CONDITIONS;
   iv) upon payment of 100% of the maximum Benefit Amount to You or Your legal estate under Section 1.1 – Accidental Death and Permanent Disablement benefit under Part 2 – BENEFITS of this Policy;
   v) the date of death of You; or
   vi) upon expiry of the Period of Insurance.

b) Immediately following the termination of this Policy, all coverage under this Policy shall cease to be in force. No unearned premium paid for the Period of Insurance of this Policy shall be refunded, unless specified otherwise in the 26. CANCELLATION under Part 4 – GENERAL CONDITIONS.

27 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 Policy Holder's nominated credit card. If Policy Holder chooses monthly payment, the monthly premium will be due on the same date as the first Policy effective date, or on the last day of the month if that date does not exist in a given month. If Policy Holder chooses annual payment, the 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.

28. 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.

29. DEALING WITH DISPUTES

If any dispute on this Policy that the parties cannot resolve, the parties agree to resolve the dispute by mediation. If mediation fails, the dispute can be determined by arbitration by a single arbitrator. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the chairman for the time being of Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Policy Holder and/or the Insured Person for any claim under this Policy and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.