



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: <ol style="list-style-type: none"> is open to general public, or is organized or sponsored by schools, commercial organizations or non-profit-making organizations registered with the local government; has designated routes or area of competition; wholly takes place up to an altitude of two thousand meters (2,000m) above the sea level; and 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 <i>You</i> 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 <i>You</i> 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 <i>You</i> 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"	<p>Treatment or services in accordance with the generally accepted standards of medical practice and such treatment or services must:</p> <ol style="list-style-type: none"> consistent with the diagnosis and is the customary medical treatment for the condition; and in accordance with standards of good and prudent medical practice; and not furnished primarily for the convenience of Registered Medical Practitioner or any other medical service providers; and furnished at the most appropriate level sufficient to safely and adequately treat <i>Your</i> injury and are performed in the least costly setting required for treatment of a covered injury; and 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 <i>You</i> are playing the Covered Sports during the Period of Insurance, which includes the recess time when <i>You</i> 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"	<p>A Bodily Injury which:</p> <ol style="list-style-type: none"> falls into one of the Bodily Injuries listed in the <i>Compensation Table 1</i>; and 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"	<p>As a result of a Bodily Injury which:</p> <ol style="list-style-type: none"> totally prevents <i>You</i> from working in any occupation or attending to any business whatsoever or if <i>You</i> have no business or occupation, from attending to <i>Your</i> usual duties; and 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.
"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.
"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.
"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

- 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.
- 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.
- 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.:

- 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) Life 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 is issued in Hong Kong and shall be governed and construed in accordance with the laws of 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 OR NON-DISCLOSURE

This Policy shall be voidable from the commencement date of this Policy and We will not pay any claim if You, or anyone acting on behalf of You makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to act in utmost good faith. We will not be liable to refund any premium paid. If any benefit has been paid by Us, You shall refund such benefit to Us within seven (7) days from the date of Our notice of demand.

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 You are covered under more than one (1) AvoDynamics Sports Protection Insurance policies which are underwritten by Us for the same Period of Insurance, We shall only be liable for the policy with the highest Benefit Amount. Where the Benefit Amount under any additional policy is identical, We shall only be liable for the policy first issued.

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. DEALING WITH DISPUTES

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

20. 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.

21. 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.

22. COMPLIANCE WITH POLICY PROVISIONS

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

23. 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.

24. COLLECTION OF PERSONAL DATA

You 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.

25. RENEWAL (Applicable to Annual Pass and Annual Pass Plus Plan only)

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

26. CANCELLATION

a) We may cancel this Policy at any time by sending You fourteen (14) days' advance written notice to the latest address or Your latest email address on Our file and refund pro-rata premium for the unexpired period. The cancellation will not prejudice any claim originating prior to cancellation of this Policy. Any notice so served shall be deemed received by You as follows:

- i) If sent by post, two (2) working days after posting; or
- ii) If sent by email, on the date and time transmitted.

b) You can cancel this Policy at any time by giving prior written notice to Us, subject to the following:

- i) Day Pass Plan: There is no refund of premium for cancellation once the policy has been issued.
- ii) Season Pass, 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 You subject to a minimum premium which is equivalent to 20% of the actual premium You paid or HK\$100, whichever is the greater. If the cancellation notice is given after the commencement of the Period of Insurance, We will refund the portion of premium equivalent to 30% of the actual premium You paid, provided that no claim has been made or paid under this Policy and the remaining Period of Insurance of the Policy is more than six (6) months, otherwise no refund of premium will be made.

Our liability under this Policy shall cease upon receipt of Your written cancellation instruction and there will be no reinstatement of policy if You cancel this Policy.

27. 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 You 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.

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「動·敢」運動保障保單

歡迎來到 Avo 大家庭！本文件（以下稱為「本保單」）包含**你的**「動·敢」運動保障保單條款及細則。請把本保單連同保障列表、保單列表及批註（如有）一併仔細閱讀，並確保**你**完全理解**我們**提供的保障。

當收妥保費後，**我們**即依據本保單或批註內的釋義、不保事項、限制、條款及細則提供保障。

目錄

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第一部分 - 釋義

在閱讀 *你的* 保單時，請注意本保單中某些詞語具有特定含義，如下所示：

- 「意外」或「意外的」 突然、不可預見及不可預料並且完全非*你*所能控制的事件。
- 「年齡」 上一個生日時的年歲。
- 「運動員」 參與性質上為體能性體育競賽的人士，而該人士經常性地由第三方獲取任何形式的薪酬、收入、贊助、補助、獎學金及/或津貼，以因進行訓練及/或準備比賽。
- 「賠償額」 *我們*根據*你*選擇的並已為其支付保費的保障計劃之保障列表內所述的每項受保障的賠償金額。
- 「身體受傷」 純粹因*意外*而非其他事故所蒙受之身體損傷。
- 「中醫跌打師或針灸師」 除*你*或*你的*直系親屬以外，根據香港中醫藥條例註冊成為中醫並以傳統中醫藥學為基礎行醫應用在針灸或骨傷方面的人士。
- 「比賽」 任何符合以下條件的*受保運動*比賽：
a) 開放予公眾或由學校、商業機構或經由當地政府已註冊的非牟利機構舉辦或贊助；
b) 有指定路線或比賽場地；
c) 整項活動於不高於海拔二千 (2,000) 米內進行；及
d) 現場須提供急救護理服務。
- 「住院」 *你*因*身體受傷*所引致之醫療上的需要，被接納為留院病人並需要連續住在*醫院*內及在*註冊醫生*的專業建議下接受治療。在*住院*期間*醫院*會因提供治療而向*你*收取住房及膳食費用。
- 「受保運動」 於以下*受保運動*列表所列出的任何體育活動：

受保運動表

類別	體育	
球類運動	任何種類	
陸上運動	1. 遠足 2. 攀岩 3. 跑步 (比賽項目必須≤50 公里) 4. 跳高 5. 跳遠 6. 三級跳 7. 跨欄	8. 鐵餅 9. 標槍 10. 鉛球 11. 鏈球 12. 撐竿跳高 13. 滑板 14. 三項鐵人
水上運動	1. 游泳 (比賽項目必須≤ 10 公里) 2. 跳水 3. 輕艇 4. 風帆 5. 滑浪 6. 韻律泳 7. 滑水	8. 花式滑水 9. 無繩滑水 10. 浮潛 11. 划艇 (包括龍舟) 12. 水上電單車 13. 獨木舟 14. 直立板
極限運動	1. BMX 自由花式	2. 花式滑板車
其他	1. 瑜伽 2. 腳踏車 3. 跳舞 4. 健康舞 5. 溜冰 6. 輪式溜冰 7. 健身 8. 射箭 9. 體操 10. 釣魚	11. 劍擊 12. 野外定向 13. 花式跳繩 14. 普拉提 15. 空中瑜伽 16. 室內抱石 17. 室內滑雪板 18. 室內滑雪 19. 鋼管舞

「自負額」	於保障列表中列明的自負額， 你 在按第二部分 – 保障獲得任何賠償前必須為每項索償自行承擔首筆訂明費用。
「香港」	中華人民共和國香港特別行政區。
「醫院」	根據其所處地的法律合法地成立及運作，為患病及 身體受傷 病人提供治療和照顧之 醫院 ，並設有完善的診斷及外科手術設備，及由合格註冊護士提供 24 小時護理服務及 註冊醫生 提供醫療服務。以及主要業務並非診所、護理院、療養院、復康院或同類機構，亦非戒酒所或戒毒所。
「失聰」	單耳或雙耳永久及完全無法復原地失去聽覺能力，並不可以手術或其他治療方法補救。
「喪失肢體」	手腕或以上、腳踝或以上的肢體永久及無法復原的分離。
「失明」	單眼或雙眼完全喪失及永久無法復原地喪失視力，並不可以手術或其他治療方法補救。
「喪失說話能力」	無法發出說話所需的四種語音中其中的三種，例如唇音、牙槽唇音、硬顎音及軟顎音，或完全失去聲帶，或大腦控制說話的中樞受損而導致語言失能症。
「喪失功能」	完全機能性傷殘。
「醫療所需」	按照一般公認的醫療標準進行的治療或服務，而該等治療或服務須符合以下各項： <ul style="list-style-type: none"> a) 因應有關診斷及有關狀況的治療所需的常規醫治；及 b) 符合良好及謹慎的行醫標準；及 c) 非純為註冊醫生或任何其他醫療服務供應商之方便；及 d) 以最適合的程度有效地為你的損傷作出安全及足夠的治療及以最經濟之設備治療受保損傷；及 e) 在住院的情況下，其主要的目的並非純為診斷檢查、診斷掃描、影像檢查、化驗檢查或物理治療。
「參與運動」	你 於 保障期限 內進行 受保運動 的期間，並包括 你 於進行 受保運動 的相同地點內的休息時間。
「保障期限」	於保單列表中所列明的保障有效期限。
「永久傷殘」	身體受傷 是： <ul style="list-style-type: none"> a) 屬於賠償表 1中列出的其中一項身體受傷；及 b) 自意外發生之日起計持續三百六十五（365）天，並於此段時間終結時沒有好轉之跡象。
「永久完全傷殘」	因 身體受傷 而： <ul style="list-style-type: none"> a) 使你完全不能從事任何職業或從事任何業務，若你沒有從事任何工作或業務，則指完全不能進行一般日常生活活動；及 b) 自意外發生之日起計持續三百六十五（365）天，並於此段時間終結時沒有好轉之跡象。
「保單持有人」	其名字列於保單列表內為 保單持有人 的人士，並必須於簽發本保單時持有效香港身份證及年滿十八（18）歲。
「投保前已存在之傷疾」	於 保障期限 生效日前或最初並未曾續保之 保障期限 之生效日前（以適用者為準）已存在任何疾病、受傷；身體、精神或醫療狀況；或生理退化： <ul style="list-style-type: none"> a) 你已接受治療、診斷、諮詢或處方服藥；或 b) 症狀或事件已存在，不論是否確實曾接受治療；或 c) 一個正常的人在這種情況下，應該合理地知悉。
「註冊醫生」	除 你 或 你的直系親屬 以外，擁有西方醫藥學位及已獲得政府准許在其執業的地區合法提供醫療及外科服務的人士。
「恐怖活動」	包括但並不限於任何個人或團體，不論獨自行動或代表任何組織或與任何組織或政府有聯系，為了政治、宗教或意識形態目的，透過使用或威脅使用武力、暴力，或任何危害人類生命、有形或無形財產或基礎設施的行為，其目的或效果是影響任何政府及/或使公眾或任何部份公眾感到恐慌。任何 恐怖活動 必須經有關政府確認及向公眾宣佈。
「三級燒傷」	皮膚已被破壞深入至皮下組織。

「我們」、「我們的」或 安我保險有限公司。
「Avo」

「你」、「你的」或「受 其名字列於保單列表內為**受保人**的人士，並必須持有有效的香港身份證。十一（11）歲以下並未持有香港身份證的
保人」 **受保人**，我們將接受其持有香港特別行政區入境事務處簽發的出生證明。

第二部分 – 保障

保險運作

1. 日票計劃 – 本保單的所有保障只適用於**你在保障期限於香港進行的受保運動**。
2. 季票計劃 – 本保單的所有保障只適用於**你在保障期限於香港進行的受保運動**，除非**你**已選擇計劃性質（休閒 + 業餘比賽），本保單將延伸至在海外參與任何**受保運動**的比賽。
3. 年票及年票 Plus 計劃 – 本保單的所有保障只適用於**你在保障期限於香港進行的受保運動**，除非**你**已選擇計劃性質（休閒 + 業餘比賽），本保單將延伸至在海外參與任何**受保運動**的比賽。惟第 4 節 - 非預計的流動數據漫遊收費，本保單將不保障於海外產生的任何額外流動數據漫遊費用。

第 1 節 – 運動受傷相關保障

1.1. 意外身故及永久傷殘

如**你**於參與運動期間因**意外**而**身體受傷**，於**意外**發生當日起計連續三百六十五（365）天內因該**身體受傷**在直接及並無其他原因下導致死亡或**永久傷殘**，我們將根據以下**賠償表 1**所列的**身體受傷賠償額**百分比向**你**或**你的**合法遺產承繼人作出賠償，但以保障列表所規定之最高**賠償額**為上限。

賠償表 1

身體受傷	賠償額百分比
1. 意外死亡	100%
2. 永久完全傷殘	100%
3. 永久及無法痊癒之四肢癱瘓	100%
4. 雙眼永久完全失明	100%
5. 單眼永久完全失明	50%
6. 喪失任何兩肢或任何兩肢永久完全喪失功能	100%
7. 喪失任何單肢或任何單肢永久完全喪失功能	50%
8. 永久喪失說話能力及失聰	100%
9. 永久喪失說話能力	50%
10. 雙耳永久完全失聰	100%
11. 單耳永久完全失聰	50%
12. 三級燒傷 - 佔身體表面面積的百分比	
a) 頭部: >12% · 或身體: >20%	100%
b) 頭部: >8% 至 12% · 或身體: >15% 至 20%	75%
c) 頭部: 5% 至 8% · 或身體: 10% 至 15%	50%

條款只適用於第 1.1. 節：

1. 如在同一次**意外**中遭受多於一項上述所列的**身體受傷**，我們將向**你**或**你的**合法遺產承繼人支付最高**賠償額**的一項**身體受傷**（即以上**賠償表 1**中所列**賠償額**的最高百分比）。
2. **你的身體受傷**嚴重程度必須由**註冊醫生**撰寫並詳細列出診斷結果的醫療報告證明。
3. 倘**身體受傷**前局部身體部位已傷殘，而在該**身體受傷**後變成完全傷殘，我們將決定**賠償額**百分比作為賠償該**身體受傷**所導致的傷殘部份。而於**身體受傷**前已永久喪失功能的身體部位，則不會獲得任何賠償。

1.2. 昏迷

如你於參與運動期間失去知覺，我們將一筆過支付列於保障列表內的保障金額。昏迷診斷必須由相關醫學專業的註冊醫生證實，並須提供以下證據：

- a) 連續至少四十八 (48) 小時對外來刺激不能作出反應；及
- b) 需要倚靠維生系統來維持生命。

適用於第 1.2 節的不保事項：

我們將不會支付以下任何賠償：

1. 因自致的傷害、酒精、濫用藥物或醫學誘發而引致的昏迷。

1.3. 心臟驟停

如你於參與運動期間因心臟左心室沒有收縮或收縮不足而即時導致全身心血管系統衰竭而引致緊急醫療狀況，我們將一筆過支付列於保障列表內的保障金額。心臟驟停的診斷必須由相關醫學專業的註冊醫生或心臟科專科醫生證實。

1.4. 運動性中暑

如你於參與運動期間因運動而導致暈厥或暈倒，我們將一筆過支付列於保障列表的保障金額。運動性中暑須住院連續至少二十四 (24) 小時，運動性中暑的診斷必須由相關醫學專業的註冊醫生證實及必須有下列證明：

- a) 體溫記錄為 105°F (40.5°C) 或更高；
- b) 精神狀態改變，並有眩惑、非理性行為、激動、昏亂、癲癇發作或昏迷等症狀。

1.5. 韌帶撕裂或肌腱斷裂

如你經骨科專科註冊醫生確診於參與運動期間因意外而引致韌帶撕裂或肌腱斷裂，並接受以下醫療所需的治療：

- a) 於診斷後三十 (30) 天內進行手術治療；或
- b) 長達三十 (30) 天以上的非手術性治療，

我們將一筆過支付列於保障列表內的保障金額。

條款只適用於第 1.5. 節：

1. 韌帶撕裂或肌腱斷裂之診斷須由影像證據證明。
2. 你於參與運動期間接受現場所提供的緊急醫療，或於參與運動後二十四 (24) 小時內接受住院或門診治療。

適用於第 1.5. 節的不保事項：

我們將不會支付以下任何賠償：

1. 急性或慢性肌腱病、跟骨滑囊炎及/或跟骨骨膜炎；
2. 因已存在的肌腱炎所導致的斷裂；或
3. 因全身性疾病導致的斷裂

1.6. 首次骨折

如你經骨科專科註冊醫生診斷後確診於參與運動期間因意外而引致首次骨折，並接受醫療所需的治療如手術治療或非手術治療，我們將一筆過支付列於保障列表內的保障金額。

條款只適用於第 1.6. 節：

1. 骨折之診斷須由影像證據證明；及
2. 你於參與運動期間接受現場所提供的緊急醫療，或於參與運動後二十四 (24) 小時內接受住院或門診治療。
3. 骨折只包括以下部位及骨骼：踝骨、腓骨、脛骨、股骨、髌骨、骨盆 (髌骨、坐骨和恥骨)、椎骨、肋骨、胸骨、腕骨 (舟狀骨、大多角骨、小多角骨、頭狀骨、鉤骨、豆狀骨、三角骨和月狀骨)、尺骨、橈骨、肱骨、肩胛骨、鎖骨、面部 (下頷骨、上頷骨、下鼻甲、淚骨、鼻腔、鼻腔脛、顴骨和犁骨) 和頭骨。

適用於第 1.6. 節的不保事項：

我們將不會支付以下任何賠償：

1. 因已存在的骨質疏鬆症、骨軟化症、骨腫瘤導致的骨折；
2. 於放射科醫生報告中被描述為疲勞性骨折、壓力性骨折、線性骨折、撕除性骨折 / 碎裂及微骨折；或
3. 於意外前在同一位置骨折或關節移位 / 脫臼。

1.7. 首次關節移位 / 脫臼 (只適用於季票、年票、年票 Plus 計劃)

如 **你**經骨科專科 **註冊醫生**診斷後確診於 **參與運動**期間因意外而引致首次關節移位 / 脫臼，**我們**將一筆過支付列於保障列表內的保障金額。

條款只適用於第 1.7. 節：

1. 關節移位 / 脫臼之診斷須由影像證據證明；
2. **你**於參與期間接受現場所提供的緊急醫療，或於參與後二十四 (24) 小時接受住院或門診治療。
3. 首次關節移位 / 脫臼只包括以下部位及骨骼：脊柱、臀部、膝蓋、腕關節、肘部、踝關節、肩胛骨。

適用於第 1.7. 節的不保事項：

我們將不會支付以下任何賠償：

1. 於 **意外**前在同一位置骨折或關節移位 / 脫臼。

條款只適用於第 1 節：

1. 在任何情況下，就第 1 節的總 **賠償額**不可超過保障列表內所規定的最高 **賠償額**之 100%。

第 2 節 – 意外住院醫療費用

如 **你**於 **參與運動**期間，因 **意外**導致 **身體受傷**，並於 **醫院住院**，**我們**將以不超過保障列表所規定之最高 **賠償額**賠償 **你**實際的住院醫療費用。

第 2 節的延伸保障：

如就同一醫療事件在第 1.2.至 1.4. 節作出任何賠償之情況下，**我們**將延伸承保實際的住院醫療費用。

延續門診治療費用延伸保障

如 1) **你**於 **參與運動**期間，因 **意外**導致 **身體受傷**或 2) 就同一醫療事件在第 1.2.至 1.4. 節作出任何賠償之情況下，而於 **醫院住院**及引致住院醫療費用，並且在出院後九十 (90) 天內仍需要進行延續門診治療，**我們**將以不超過保障列表所規定之分項限額賠償 **你**因同一 **身體受傷**而需在 **香港**進行以下服務或治療的 **醫療所需費用**：

- a) 由 **註冊醫生**提供之門診治療；及/或
- b) 經 **註冊醫生**以轉介信建議並由物理治療師提供之門診物理治療；及/或
- c) 由 **中醫跌打師或針灸師**提供必須及的合理跌打或針灸治療。

不保事項只適用於第 2 節：

我們將不會支付以下賠償：

1. 任何 **醫院**內獨立或私家房間住宿或特別或私家看護的額外費用；
2. 非必要的醫療治療或任何未經 **註冊醫生**建議的醫療治療之 **住院**；
3. 任何與整容手術有關的費用；
4. 任何 **你**未能獲得由 **註冊醫生**撰寫的醫療報告的損失或費用；或
5. 任何跌打治療及針灸治療以外的中醫治療。

第 3 節 - 會籍和預定服務費用 (只適用於年票、年票 Plus 計劃)

我們將根據保障列表所列的最高 **賠償額**為上限賠償 **你**已提前支付及未使用的會籍及/或預定服務費用，這些費用必須無法從任何其他來源收回，並且於 **你**遭受第 1.1. 至 1.3. 節所述事件之日 (「事件發生日期」) 起十二 (12) 個月內有效。

條款只適用於第 3 節：

1. 此保障只會於就同一事件在第 1.1. 至 1.3. 節作出任何賠償之情況下才支付賠償。
2. 會籍及/或預定服務費用包括與 **受保運動**相關的任何形式的會籍費用、預定服務費用、許可證費用、訓練費用等，這些費用 **你**已在事件發生日期之前支付。

第 4 節 - 非預計的流動數據漫遊收費 (只適用於年票、年票 Plus 計劃)

我們將根據保障列表所列的最高 **賠償額**為及分項限額上限賠償 **你**在 **香港參與運動**期間使 **你**在手機服務計劃的固定月費之外產生的額外流動數據漫遊費用。

條款只適用於第 4 節：

1. 手機賬單必須在 *你* 名下。
2. 此保障只適用於由 *香港* 電訊服務供應商提供的流動數據服務。

不保事項只適用於第 4 節：

我們將 不會支付以下賠償：

1. 任何預付流動電話卡。

第 5 節 – 個人責任

如 *你* 於參與運動期間發生意外令第三者死亡或蒙受 **身體受傷**，或意外損毀第三者之財物，以致必須承擔法律賠償責任及/或任何法律費用，*我們將* 根據保障列表所列的最高 **賠償額** 為上限作出賠償。

你 必須：

- a) 在未得到我們書面同意前，不可向他人提出或承諾任何賠償、或承認責任、或牽涉入任何訴訟中；及
- b) 立即將與索賠有關的任何傳訊令狀或其他文件發送給 *我們*。

不保事項只適用於第 5 節：

我們將 不會支付以下任何賠償：

1. 從 *你* 身上感染了任何疾病的任何人；
2. *你所* 管理、保管或控制的財產；
3. 對 *你的* 家人、親戚、伴侶、為 *你* 工作、與 *你* 一起工作或提供教練或輔導服務的人的死亡、**身體受傷**、財產損失或法律責任；
4. 進行任何刑事訴訟涉及的法律費用或罰款；
5. 任何故意、蓄意或不法行為；
6. 在合約預期下應擔當的任何責任；
7. *你的* 就業、貿易、商業或職業相關的；
8. 擁有或佔用土地或建築物；
9. *你* 擁有、持有或使用的槍械、寵物或動物、機動車輛、飛機或船隻或遙控機動設備；或
10. 具嚴重懲罰性、懲戒性或示範性的損害的賠償。

第三部分 - 一般不保事項

如果索償是由以下原因事項直接或間接造成或與其有關的，*我們將* 不會向 *你* 支付任何保障：

1. 任何因疾病而引起的 **身體受傷** 所導致的任何損失；
2. 任何因比賽所導致的任何損失，除非 *你* 已選擇計劃性質（休閒+業餘比賽）；
3. 任何 *你* 以 **受保運動** 的專項 **運動員** 身份參與體育活動之損失；
4. *你* 參與任何違法或非法行為；
5. 自殺、企圖自殺、蓄意的自我傷害、精神錯亂、精神或神經紊亂、睡眠障礙、精神病或故意暴露於危險中（試圖拯救人類生命除外）；
6. **投保前已存在之傷疾**（包括精神或神經紊亂及心理或精神病）；
7. 受酒精或藥物的影響；
8. 參與下列活動：
 - i) 在超過三十（30）米水深範圍水肺潛水；
 - ii) 在海拔五千（5,000）米以上進行高山遠足；
9. 從事海軍、軍事或空軍部隊或行動、武裝部隊服務；戰爭、侵略、外敵入侵、敵對或類似戰爭的行動（不論宣戰與否）、內戰、叛亂、暴動或內亂升級或擴大至大規模叛變事件（個別章節中另有規定的除外）、軍事政變、起義、叛亂、革命、軍事篡權、戒嚴、遭充公或國有化或任何政府或公共或當地政府部門的行動或指令造成的財物損毀；
10. 墮胎、流產、懷孕、分娩及所有與此相關的併發症；
11. 任何 **恐怖活動**；或
12. 核反應或污染、電離射線或放射性。

第四部分 - 一般條款

1. **保單合約**

本保單是*你*和*我們*之間的合約，包含本保單條文、保障列表、保單列表及任何批註。本保單條款及細則的任何更改只有在*我們*以書面批准並向*你*發出*我們的*正式批註方才有效。任何代理或其他人士均無權更改或豁免本保單的任何條款。

2. **年齡限制及申請資格**

任何年齡介乎六（6）至六十五（65）歲的人士均合資格投保為本保單之*受保人*，而年票及年票 Plus 計劃之保單可續保至七十（70）歲，如任何*受保人*年齡為十八（18）歲以下必須得到其父母或法定監護人的同意才可在本保單下受保。為免存疑，若*受保人*於*保障期限*屆滿前已超過最高年齡限制，*受保人*就該*保障期限*的保障將仍然生效且不受影響。

3. **合理的謹慎**

*你*應審慎地行事及採取合理程度的謹慎以防止*意外*、*身體受傷*、疾病、損失或損毀的情況發生。

4. **管轄法律**

本保單在*香港*簽發，並受香港特別行政區法律管轄和解釋。

5. **資料不正確或變更**

如*你*在任何時候發現向*我們*聲明的任何資料並不正確，*你*必須立即通知*我們*，因為這會影響*你的*保單是否仍然有效。*我們將*評估*你*重新提交的資料並可能簽發批註、取消本保單、拒絕續保或提議以不同條款續保本保單。

6. **虛報或漏報資料**

若*你*或任何代表*你*之人士在投保表格及聲明或就任何索償知情地作出任何虛假陳述或未能遵行最高誠信，本保單將由保單生效日起無效及*我們將*不支付任何索償。*我們*亦不會就已付保費作出任何退款。如*我們*已支付任何保障賠償，*你*必須於收到*我們*發出之還款通知書後七（7）天內退還有關之保障賠償予*我們*。

7. **計劃或保障變更**

本保單在*保障期限*內不得更改計劃或保障。*你*只可於本保單續保時要求更改計劃或保障，惟須得到*我們的*批准。

8. **筆誤**

*我們的*筆誤不會令生效之保單因而失效，或令失效之保單因而生效。

9. **重複保險**

如*你*在同一*保障期限*受到多於一（1）份由*我們*承保的「動·敢」運動保障保單所保障，*我們*僅對具有最高賠償額的一份保單負責。如任何額外保單的賠償額是相同的，*我們*僅對首份簽發的保單負責。

10. **其他保險**

除本保單第二部分第 1 節—運動受傷相關保障外，若在索償期間有其他保險公司的保單提供相同保障，本保單不應用作分擔全部或部分損失，並只應在其他保險未能作出償付的情況下作出賠償。

11. **意外死亡及永久傷殘之最高賠償責任**

如*你*同時受保於多張由*我們*所簽發含有*意外死亡*及*永久傷殘*保障的保單，則所有含有*意外死亡*及*永久傷殘*保障的保單對*你*之合共總賠償額不可超過 5,000,000 港元，而每份保單的賠償將根據總賠償額按比例分配。

12. **身體檢查**

如*你*蒙受非致命損傷，*我們*有權按需要要求由*我們*指定的醫療機構為*你*進行身體檢查。如*你*身故，*我們*有權自費進行驗屍。*我們*擁有該等調查結果之所有權。

13. **欺詐**

如根據本保單作出的任何索償涉及欺詐成分，或*你*或代表*你的*任何人士使用任何欺詐手段或方法從本保單獲得利益，則*我們*不會對該索償負上任何責任及本保單之所有保障亦即時停止生效。*我們*亦不會就已付保費作出任何退款。

14. **索償通知**

你必須在可能導致向本保單提出索償的任何事故發生後三十（30）天內或在合理可能的情況下儘快向我們發出書面的索償通知。萬一意外身故，你的合法遺產繼承人必須立即通知我們。任何索償均須連同令我們滿意的證明一併提交，所有證明的費用須由你或你的代表負責。如我們未能在提出書面要求的六十（60）天內收取所需索償資料，我們即不會對任何索償承認責任，而該索償均被視作已被放棄。

15. **支付賠償對象**

與意外死亡有關的任何賠償應支付給你的合法遺產繼承人。所有其他賠償乃支付予你。對於十八（18）歲以下的受保人，所有賠償應支付給其父母或其合法監護人。

16. **代位權**

我們有權以你的名義對可能須就引致本保單索償負上責任的任何第三者進行追討，有關費用將由我們承擔，而所討回的款項亦歸我們所有。你須在追討行動中與我們充分合作。

17. **貨幣**

除非保單列表另有訂明，否則本保單內的所有保費及保障額均以港幣計算。對於涉及外幣的索償，匯率將由我們以合理的外幣匯率確定。我們不會承擔你可能遇到的任何與匯率相關的損失。

18. **語言**

此中文譯本只供參考之用，如中英文版本有任何分歧，以英文版本為準。

19. **處理糾紛**

若就你的保單有任何無法解決的爭議，我們同意通過調解來解決爭議。如果調解失敗，爭議可由一位仲裁人仲裁決定。若立約方未能就仲裁人的選擇達成共識，則有關選擇權將交由當時的香港國際仲裁中心之主席作出決定。在本保單下享有任何索償權或訴訟權的先決條件是須先取得仲裁裁決。如我們拒絕就任何索償向你承認責任，而你又未在被拒之日起十二（12）個月內提出仲裁，則無論任何情況下，該索償均被視作已被放棄，及以後不可作出追討。

20. **第三者權利**

任何非本保單一方的個人或機構均不能根據《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。

21. **制裁條款**

我們不可提供任何保障及不會承擔任何賠償責任或提供任何賠償，若賠償該損失或費用可能使我們違反聯合國決議的任何制裁、禁令或限制，或歐洲聯盟、英國及美國所作出的貿易或經濟制裁、法律或法規或任何其他適用於我們的管轄權。

22. **遵守保單條文**

不遵守本保單中的任何條文將導致所有索償無效。

23. **保單限額**

你從我們獲得的最高賠償金額不得超過在保障列表內所述的每項保障的分項限額及每節的賠償額。在任何情況下，本保單的總賠償額不能多於保障列表內所述之100%最高賠償額及每節適用之分項限額。

24. **收集個人資料**

你及受保人同意我們根據我們的私隱政策使用所有已收集及持有的個人資料，你亦可透過瀏覽我們的網頁查閱有關私隱政策。

25. **續保（只適用於年票、年票 Plus 計劃）**

本保單將於我們同意下及你已預先支付我們訂明於續保時的保費後續保。惟我們保留權利在每個保障期限之續保時間前三十（30）天向你提供書面通知以更改條款及細則，包括但不限於保費、保障、賠償額或不保事項。我們沒有責任透露有關更改之原因。對於不獲續保之保單，我們有權在將在本保單到期前三十（30）天通知你不獲續保。

26. **取消保單**

- a) 我們可以向你發出十四（14）天書面通知取消本保單。通知將郵寄到我們記錄的最新地址或你最新的電郵地址，我們亦將經你原用的付款方式，按比例退還未到期的保費給你。取消保單將不會損害在取消之前的任何索償。任何以下送達的通知均視為你已收到通知：
- i) 郵寄後兩（2）個工作天；或
 - ii) 如通過電子郵件發送，則在傳送的日期及時間。

- b) 你可隨時向**我們**發出提前書面通知以取消本保單，並須根據以下的情况：
- i) 日票計劃：保單簽發後，保費將不予退還。
 - ii) 季票、年票及年票 Plus 計劃：如取消通知是在本保單**保險期限**開始前發出給**我們**，**我們將退還你**部份保費，惟**我們將收取**實際已付保費之 20% 或 100 港元作為最低保費，以較高者為準。如取消通知是在本保單**保險期限**開始後發出給**我們**，在未有就本保單提出任何索償及本保單餘下之**保障期限**為六（6）個月以上之前提下，**我們將退還你**部份保費，其金額相等於實際已付保費之 30%，否則將不退還保費。
- 我們**於本保單下的賠償責任將在收到**你**取消保單的書面指示後終止。如取消保單，**我們將不會重訂保單**。

27. **保單終止**

- a) 本保單將在以下最早發生的情況下自動終止：
- i) 當**你**於保險期內達至本保單的最高年齡限制，本保單便會在該保險期的最後一天終止（只適用於年票、年票 Plus 計劃）；
 - ii) 本保單根據一般條款 6. 虛報或漏報資料或 13. 欺詐所述之情況而終止保障；
 - iii) 當**我們**或**你**根據一般條款 26. 取消保單；
 - iv) 當本保單第二部分第 1.1 節 – 意外身故及永久傷殘的 100%最高**賠償額**已賠償給**你**或**你的**合法遺產承繼人；
 - v) **你的**身故日；或
 - vi) **保障期限**屆滿時。
- b) 當保單就以上的情況下終止，本保單內所有的保障亦即告終止。除非於一般條款 26. 取消保單特別註明外，任何就**保障期限**已繳但未到期的保費，將不獲退還。

