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Avo Child Vaccination Protection Insurance Policy

Welcome to the Avo family! This document (hereinafter known as "this Policy") contains your Avo Child Vaccination Protection Insurance Policy Terms and Conditions. Please read it carefully with Policy Schedule (also known as the Certificate of Insurance) and Endorsements or Attachments (if any) to ensure that you fully understand what cover is being provided.

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TERMS AND CONDITIONS

PART 1 – INSURING CLAUSE AND THE POLICY

Insuring Clause

These Terms and Conditions together with any related Supplement(s) (hereafter "Terms and Benefits") apply to the following plan offered by the Company -

Name of the plan - ["Avo Child Vaccination Protection"]

Benefits:

1. **Hospitalisation Benefit – Maximum of HK$1,000 per day, maximum 10 days per Policy Year**
2. **Death Benefit – HK$50,000 per Insured Person**

During the period of time these Terms and Benefits are in force, if the Insured Person is Confined as a bed patient or die due to Adverse Event Following Immunisation (AEFI), the Company shall pay the benefits accordingly.

All benefits payable to the Policy Holder shall be on a reimbursement basis of the actual amounts of Eligible Expenses incurred for hospitalisation benefit and indemnity basis for death benefit subject to the maximum limits as stated in these Terms and Benefits and the Policy Schedule.

The Policy

The Policy Holder and the Company agree that -

1. No alteration to these Terms and Benefits shall be valid unless it is made in accordance with these Terms and Conditions.
2. All statements made by or for the Insured Person in the Application shall be treated as representations and not warranties.
3. All information provided and all statements made by or for the Insured Person as required under this Policy and the Application shall be provided to the best of his knowledge and in his utmost good faith.
4. These Terms and Benefits come into force on the Policy Effective Date as specified in the Policy Schedule on the condition that the Policy Holder has paid the first premium in full.
5. The Company acknowledges that, as part of the underwriting process, it is the obligation of the Company to ask the Policy Holder and the Insured Person in the Application all requisite information for the Company to make the underwriting decision. If the Company requires the Policy Holder and/or the Insured Person to disclose any updates of or changes to such requisite information after the time of submission of Application and before the Policy Issuance Date or the Policy Effective Date (whichever is the earlier), the Company must make such a request prominently to the Policy Holder and the Insured Person (including without limitation in the Application form), in which case the Policy Holder and/or the Insured Person shall have the obligation to inform the Company on such updates and changes. Each of the Policy Holder and the Insured Person shall have the obligation to respond to the questions, and to disclose such material facts as requested in the questions. The Company agrees that if any such questions are not included in the Application, the Company shall be deemed to have waived the disclosure obligation of the Policy Holder and the Insured Person in respect of the information that was not requested.
6. If the Policy Holder or the Insured Person fails to make the relevant disclosures under Section 5 of this Part 1, and such failure has materially affected the underwriting decision of the Company, the Company shall have the right to exercise as provided in Sections 11 and 12 of Part 2.

PART 2 – GENERAL CONDITIONS

1. Interpretation

(a) Throughout these Terms and Benefits, where the context so requires, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
(b) Headings are for convenience only and shall not affect the interpretation of these Terms and Benefits.
(c) A time of day is a reference to the time in Hong Kong.
(d) Unless otherwise defined, capitalised terms used in these Terms and Benefits shall have the meanings ascribed to them under Part 8.

2. Cancellation

The Policy Holder may cancel this Policy thirty (30) days prior written notice to the Company, provided that there has been no claims submission and/or benefit payment during the relevant Policy Year.
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. The Company reserves the absolute discretion to charge Policy Holder any remaining unpaid premium for the same policy year.
Annual Payment: Policy will be cancelled on 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 policy year.
The Company reserves 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.

3. Benefit entitlement

If Eligible Expenses are incurred for Medical Services provided to the Insured Person, the Terms and Benefits applicable shall be those prevailing at the time that such Eligible Expenses are incurred.

4. Assignment

The rights, benefits, obligations and duties of the Policy Holder under these Terms and Benefits shall not be assignable and the Policy Holder warrants that any amounts payable under these Terms and Benefits shall not be subject to any trust, lien or charge.

5. Clerical error

Clerical errors in keeping the records shall neither invalidate coverage which is validly in force nor justify continuation of coverage which has been validly terminated.

6. Currency

Any claim for Eligible Expenses made by the Insured Person in any foreign currency shall be converted to HKD at the opening indicative counter exchange selling rate published by The Hong Kong Association of Banks in respect of that foreign currency for the date on which the claim is settled by the Company. If such rate is not available on the date concerned, reference shall be made to the rate as soon as it is available afterwards. If no such rate exists, the Company shall convert the foreign currency at the rate certified as appropriate by the Company's bankers which shall be deemed to be final and binding.

7. Interest

Save as otherwise specified, no benefit and expenses payable under these Terms and Benefits shall carry interest.

8. Company's obligation

The Company shall at all times perform its obligations in this Policy in utmost good faith and comply with the relevant guidelines issued by the Insurance Authority, and all applicable laws and regulations.

9. Governing law

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

10. Liability

The Company shall not accept any liability under this Policy unless the terms of this Policy relating to anything to be done or not to be done are duly observed and complied with by the Policy Holder and the Insured Person, and the information and representations made in the Application and declaration are correct. Notwithstanding the above, the Company shall not disclaim liability unless any non-observance or non-compliance with the terms of this Policy, or the inaccuracy of the information and representations made in the Application and declaration, shall materially and adversely affect the interests of the Company.

11. Misstatement of personal information

Without prejudice to the Company's right to declare this Policy void in the case of misrepresentation on health related information or fraud as provided in Section 12 of this Part 2, if the non-health related information of the Insured Person that may impact the risk assessment by the Company (including but not limited to Age or sex) is misstated in the Application or in any subsequent information or document submitted to the Company for the purpose of the Application, including any updates of and changes to such requisite information (if so requested by the Company under Section 6 of Part 1), the Company may adjust the premium, for the past, current or future Policy Years, on the basis of the correct information. Where additional premium is required, no benefit shall be payable unless the additional premium has been paid. If the additional required premium is not paid within a grace period of 30 days after the due date as notified by the Company to the Policy Holder, the Company shall have the right to terminate this Policy with effect from such due date, in which case Section 13 of this Part 2 shall apply. Where there has been an overpayment of premium by the Policy Holder, the Company shall refund the overpaid premium.

Where the Company, based on the correct information of the Insured Person and the Company's underwriting guidelines, considered that the Application of the Insured Person should have been rejected, the Company shall have the right to declare this Policy void as from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person. In such circumstances, the Company shall have-

(a) the right to demand refund of the benefits previously paid; and

(b) the obligation to refund the premium received,

in each case for the current Policy Year only, subject to a reasonable administration charge payable to the Company. This refund arrangement shall be the same as that in Section 12 of this Part 2.

12. 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.

13. Termination of Policy

This Policy shall be automatically terminated on the earliest of the followings –

(a) where this Policy is terminated due to non-payment of premiums after the grace period as specified in Section 11 of this Part 2 or Section 3 of Part 3;

(b) the day immediately following the death of the Insured Person; or

(c) the Company has ceased to have the requisite authorisation under the Insurance Ordinance to write or continue to write this Policy.

If this Policy is terminated pursuant to this Section 14, the termination shall be effective at 00:00 hours of the effective date of termination.

Immediately following the termination of this Policy, insurance coverage under this Policy shall cease to be in force. No premium paid for the current Policy Year and previous Policy Years shall be refunded, unless specified otherwise.

14. Notices to Company

All notices which the Company requires the Policy Holder to give shall be in writing, or in other forms acceptable by the Company, addressed to the Company.

15. Notices from Company

Any notice to be given under this Policy shall be sent by post to the latest address of the Policy Holder as notified to the Company, or sent by email to the latest email address of the Policy Holder as notified to the Company. Any notice so served shall be deemed to have been duly received by the Policy Holder as follows –

(a) if sent by post, two (2) working days after posting; or
(b) if sent by email, on the date and time transmitted.

16. Other insurance coverage

If the Policy Holder has taken out other insurance coverage besides this plan, the Policy Holder shall have the right to claim under any such other insurance coverage or this plan. However, if the Policy Holder or the Insured Person has already recovered all or part of the expenses from any such other insurance coverage, the Company shall only be liable for such amount of Eligible Expense, if any, which is not compensated by any such other insurance coverage.

17. 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) to enforce any terms of this Policy.

18. Subrogation

After the Company has paid a benefit under this Policy, the Company shall have the right to proceed at its own expense in the name of the Policy Holder and/or the Insured Person against any third party who may be responsible for events giving rise to such benefit claim under this Policy. Any amount recovered from any such third party shall belong to the Company to the extent of the amount of benefits which has been paid by the Company in respect of the relevant benefit claim under this Policy. The Policy Holder and/or the Insured Person must provide full details in his possession or within his knowledge on the fault of the third party and fully cooperate with the Company in the recovery action. For the avoidance of doubt, the above subrogation right shall only apply if the third party is not the Policy Holder or the Insured Person.

19. Suits against third parties

Nothing in this Policy shall oblige the Company to join, respond to or defend (or indemnify in respect of the costs for) any suit or alternative dispute resolution process for damages for any cause or reason which may be instituted by the Policy Holder or the Insured Person against any Registered Medical Practitioner, Hospital or healthcare services provider, including but not limited to any suit or alternative dispute resolution process for negligence, malpractice or professional misconduct or any other causes in relation to or arising out of the medical investigation or treatment of the Diagnosis of the Insured Person under the terms of this Policy.

20. Waiver

No waiver by any party of any breach by any other party of any provisions of this Policy shall be deemed to be a waiver of any subsequent breach of that or any other provision of this Policy, and any forbearance or delay by any party in exercising any of its rights under this Policy shall not be construed as a waiver of such rights. Any waiver shall not take effect unless it is expressly agreed, and the rights and obligations of the Company and Policy Holder under this Policy shall remain in full force and effect except and only to the extent that they are waived.

21. Compliance with law

If this Policy is or becomes illegal under the law applicable to the Policy Holder or the Insured Person, the Company shall have the right to terminate this Policy from the date it becomes illegal and the Company shall refund the relevant premium paid for the Policy Year in which this Policy is terminated, on a pro rata basis.

22. Personal data privacy

The Company shall comply with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and the related codes, guidelines and circulars.

23. Duplicate Insurance

If Policy Holder is covered under more than one (1) policies of the same kind which are underwritten by the Company for the same Insured Person, the Company shall only be liable for the policy first issued. Any additional policies will be deemed void.

24. 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.

PART 3 – PREMIUM PROVISIONS

1. Premium payable

The premium payable for these Terms and Benefits shall only include –

(a) the Standard Premium according to the prevailing Standard Premium schedule adopted by the Company; and
(b) the Premium Loading, if applicable.

2. 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 the Company from any claim payment, at the Company's absolute discretion.

3. Grace period

The Company will allow the Policy Holder ten (10) days grace period for the payment of each premium. During grace period the Company 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.

PART 4 – RENEWAL PROVISIONS

These Terms and Benefits shall be effective from the Policy Effective Date in consideration of the payment of premium and is Renewable for each Policy Year in accordance with the terms of this Part 4. Renewal is up to the Age of six (6) years of the Insured Person.

1. Renewal

The Company reserves the right to amend the premiums or other terms and conditions at the Company's absolute discretion if the Company renews the Policy, and the Company 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. The Company will not be obligated to reveal the Company's 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 the Company 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, the Company reserves the right to deem the new policy void at the Company's absolute discretion.

This Policy will be renewed automatically upon successful payment of the renewal premium. For non-renewal policy, the Company will notify Policy Holder the policy not to invite renewal at the Company's absolute discretion thirty (30) days prior to the expiration of this Policy by written notification.

2. Adjustment of premium

Irrespective of whether the Company revises these Terms and Benefits upon Renewal, the Company shall have the right to adjust the Standard Premium according to the prevailing Standard Premium schedule adopted by the Company on an overall Portfolio basis. For the avoidance of doubt, if the Premium Loading is set as a percentage of the Standard Premium (i.e. rate of Premium Loading), the amount of Premium Loading payable shall be automatically adjusted according to the change in Standard Premium.

3. Notification of Renewal

Irrespective of whether the Company revises these Terms and Benefits upon Renewal, the Company shall in accordance with the terms of this Section 3 give the Policy Holder a written notice of the revised Terms and Benefits to the Policyholder of not less than 30 days prior to the Renewal Date.

The written notice shall specify the premium for Renewal and Renewal Date. If the Company revises these Terms and Benefits upon Renewal, the Company shall make available the revised Terms and Benefits to the Policy Holder together with the written notice. The revised Terms and Benefits and premium for Renewal shall take effect on the Renewal Date.

4. Re-underwriting

While these Terms and Benefits are in force, the Company shall have the right to re-underwrite these Terms and Benefits after the Policy Issuance Date or the Policy Effective Date, whichever is the earlier.

The Company shall have the right to re-underwrite these Terms and Benefits under the following circumstances –

(a) Where the Policy Holder requests the Company to re-underwrite these Terms and Benefits at the time of Renewal for reduction in Premium Loading or removal of Case-based Exclusion(s) according to the Company's underwriting practices;
(b) At any time where the Policy Holder requests to subscribe additional benefits (if any) or switch to another insurance plan which provides upgrade or addition of benefits;
(c) Where the Company decides to offer these Terms and Benefits at the time of Renewal according to the Company's underwriting practices; or
(d) Where there is change in the Place of Residence of the Insured Person.

The Company and Policy Holder acknowledge that –

(a) if under the terms of this Part 4, the Company has the right, or is required, to re-underwrite these Terms and Benefits based on certain factors at Renewal, the Company shall, in accordance with the terms of this Part 4 and its prevailing underwriting guidelines, take into account only such relevant factors to carry out the re-underwriting; and
(b) as a result of re-underwriting, these Terms and Benefits may be terminated, new Premium Loading may be applied, existing Premium Loading may be adjusted upwards or downwards, new Case-based Exclusion(s) may be applied, and existing Case-based Exclusion(s) may be revised or removed.

PART 5 – CLAIM PROVISIONS

1. Submission of claims

All claims incurred in respect of these Terms and Benefits shall be submitted to the Company within 90 days after the date on which the Insured Person is discharged from the Hospital or die. For this purpose, a claim shall be deemed not valid or complete and benefit shall not be payable unless –

(a) all original receipts and/or original itemised bills together with the full Medical Report (Diagnosis, treatments, procedure/test and service provided) shall have been submitted to the Company; and
(b) all Vaccination relevant information, certificates, reports, evidence, referral letter and other data or materials as reasonably required by the Company shall have been furnished to the Company for processing of such claim.

The Policy Holder shall notify the Company if claims cannot be submitted within the above timeframe, otherwise the Company shall have the right to reject claims submitted after the above timeframe.

All certificates, information and evidence that are reasonably required by the Company and which can be reasonably provided by the Policy Holder shall be furnished at the expenses of the Policy Holder. The Company shall bear all expenses incurred in obtaining further certificates, information and evidence for the purposes of verification of the claim after the Policy Holder has submitted all required information pursuant to (a) and (b) above.

If Policy Holder chooses monthly payment, Policy Holder must first settle any uncharged premium for the same policy year before claim settlement.

2. Legal action

No legal action shall be brought by the Policy Holder to recover any claim amount payable under these Terms and Benefits within the first 60 days from which all proof of claims as required by these Terms and Benefits has been received by the Company.

3. Medical examination

Where a claim occurs, the Company shall have the right to require the Insured Person to be examined by a Registered Medical Practitioner appointed by the Company at the Company's cost.

PART 6 – BENEFIT PROVISIONS

1. General

(a) Territorial scope of cover
All benefits described in these Terms and Benefits shall be only applicable to Hong Kong.

(b) Lifetime Benefit Limit
All benefits described in these Terms and Benefits are not subject to any Lifetime Benefit Limit.

(c) Choice of healthcare services providers
All benefits described in these Terms and Benefits are not subject to any restriction in the choice of healthcare services providers, including but not limited to the Registered Medical Practitioner and Hospital.

(d) Choice of ward class
All benefits described in these Terms and Benefits are not subject to any restriction in the choice of ward class in Hospital.

2. Coverage of Adverse Event Following Immunisation

The Company will provide the Coverage for Vaccines offered by Hong Kong Childhood Immunisation Programme (HKCIP) (until primary 1) and other available children vaccines offered by Registered Medical Practitioners.

While this Policy is in force and subject to the Terms and Conditions set out hereunder, in the event of the Insured Person is diagnosed to be suffering from Adverse Event Following Immunisation (AEFI), upon receipt of due proof in accordance with the claims procedures, the Company shall pay the benefits when the Insured Person:

(a) is Confined to a Hospital as an Inpatient with the Registered Medical Practitioner certified that the adverse event is caused by the immunisation; or

(b) die.

The onset of adverse event must be within 7 days after attending the Vaccination scheme in any public hospitals, private hospitals or Registered Medical Practitioners' clinics.

3. Benefits covered

Eligible benefits covered under Section 2 of this Part 6 shall be payable according to the following benefit items –

(a) Hospitalisation Benefit
If the Insured Person is Confined in Hospital for treatment of Severe Adverse Event Following Immunisation (AEFI), we shall pay the limit as stated in these Terms and Benefits.

(b) Death Benefit
If the Insured Person die due to Severe Adverse Event Following Immunisation (AEFI), we shall pay the limit as stated in these Terms and Benefits.

PART 7 – GENERAL EXCLUSIONS

No benefit shall be payable for any Adverse Event Following Immunisation (AEFI) resulting directly or indirectly from or in respect of any of the following or any event which arises from the following:

1. Any drug abuse, negligence and incompetence in following medical advice (proof that the Insured Person or his/her families intentionally not consulted doctors, or did not follow doctor's instructions to improve their health);
2. Fraudulent activity on the part of the Insured Person or his / her families;
3. Any intentional behaviour of the applicant to Insured Person, i.e., the child may have a mild reaction to the body after the Vaccination, such as a mild fever or diarrhoea. However, in order to obtain compensation, the applicant did not follow the doctor's instructions and even injured the child to make child's illness worse and be hospitalisation;
4. An Adverse Event Following Immunisation (AEFI) that is caused or precipitated by a vaccine that is due to one or more quality defects of the vaccine product including its administration device as provided by the manufacturer;
5. Any Adverse Event Following Immunisation (AEFI) resulted from Immunisation errors such as Vaccine preparation, handling, storage and administration;
6. Vaccination still been administered to Insured Person if the corresponding pre-administration screening for Contraindications and Precautions to Vaccination showing positive result (s) as captured in the Screening Questionnaire for Childhood Immunisation;
7. An Adverse Event Following Immunisation (AEFI) arising from anxiety about the Immunisation. Example: Vasovagal syncope:(i.e. A neurovascular reaction that leads to fainting in a recipient during/following Vaccination);
8. An Adverse Event Following Immunisation (AEFI) that is caused by Coincidental Events; or
9. Insured Person has Pre-Existing Condition(s) which relapsed or cause other diseases after Vaccination.

PART 8 - DEFINITIONS

Under these Terms and Benefits, words and expressions used shall have the following meanings -

"Adverse Event Following Immunisation"	shall mean side events after Vaccination are actually Adverse Event Following Immunisation. It shall mean any untoward medical occurrence which follows Immunisation and which does not necessarily have a causal relationship with the usage of the vaccine. The adverse event may be any unfavorable or unintended sign, abnormal laboratory finding, symptom or disease. AEFI are categorized into five categories: vaccine product-related reaction, vaccine quality defect-related reaction, Immunisation error-related reaction, Immunisation anxiety-related reaction and coincidental event. The adverse reactions can further be classified as allergic reactions, local reactions such as redness, pain, swelling at inject site; systematic reaction like fever, sepsis, rash, fatigue etc; and neurological disorders include seizures, encephalopathy, meningitis, encephalitis, brachial neuritis and Guillain-Barre Syndrome.
"Age"	shall mean the attained age of the Insured Person.
"Application"	shall mean the Application submitted to the Company in respect of this plan, including the application form, questionnaires, evidence of insurability, any documents or information submitted and any statements and declarations made in relation to such Application, including any updates of and changes to such requisite information (if so requested by the Company under Section 6 of Part 1).
"Coverage of vaccines"	Our benefit cover the AEFI after attend vaccines offered by Hong Kong Childhood Immunisation Programme (HKCIP) (until primary 1) and other available children vaccines including influenza vaccine, Haemophilus influenzae type b vaccine, meningococcal vaccine, pneumococcal polysaccharide vaccine, hepatitis A vaccine, Japanese encephalitis vaccine, rotavirus (oral) vaccine and Cholera vaccine, offered by some of Registered Medical Practitioners.

"Case-based Exclusion" shall mean the exclusion of a particular sickness or disease from the coverage of these Terms and Benefits that may be applied by the Company based on a Pre-existing Condition or factors affecting the insurability of the Insured Person.

"Coincidental Events" shall mean events occur after a vaccination has been given but are not caused by the vaccine or its administration defined by World Health Organization (WHO). Coincidental related to temporal association, two or more events that occur around the same time but the preceding event may or may not be causally related to the later one.

"Company" shall mean Avo Insurance Company Limited.

"Confinement" or "Confined" shall mean an admission of the Insured Person to a Hospital that is recommended by a Registered Medical Practitioner for Medical Service and as an Inpatient as a result of a Medically Necessary condition. No minimum period is required for Confinement in connection with any emergency treatment in a Hospital as a result of an Emergency for the performance of a surgical procedure or other Medical Service in a Hospital.
Confinement shall be evidenced by a daily room charge invoiced by the Hospital and the Insured Person must stay in the Hospital continuously for the entire period of Confinement.

"Contraindication" shall mean a condition in a recipient that increases the risk for a serious adverse reaction or a situation where the risks of vaccine outweigh any potential therapeutic benefit.

"Diagnosis" shall mean a sickness or disease, including any and all complications arising therefrom.

"Eligible Expenses" shall mean expenses incurred for Medical Services rendered with respect to a Diagnosis.

"HKD" shall mean Hong Kong dollars.

"Hong Kong" shall mean the Hong Kong Special Administrative Region of the People's Republic of China.

"Hong Kong Childhood Immunisation Programme" shall mean the Hong Kong Childhood Immunisation Programme (HKCIP) from the public health perspective made by The Scientific Committee on Vaccine Preventable Diseases under the Centre for Health Protection (CHP) of the Department of Health's (DH) recommendations.

Age	Hong Kong Childhood Immunisation Programme
Newborn	BCG vaccine Hepatitis B vaccine - first dose
1 month	Hepatitis B vaccine - second dose
2 months	DTaP-IPV vaccine - first dose Pneumococcal vaccine - first dose
4 months	DTaP-IPV vaccine - second dose Pneumococcal vaccine - second dose
6 months	DTaP-IPV vaccine - third dose Hepatitis B vaccine - third dose
12 months	Measles, Mumps & Rubella (MMR) vaccine - first dose Pneumococcal Vaccine - booster dose Varicella vaccine - first dose
18 months	DTaP-IPV vaccine - booster dose Measles, Mumps, Rubella & Varicella (MMRV) vaccine - second dose
Primary 1	Measles, Mumps, Rubella & Varicella (MMRV) vaccine - second dose DTaP-IPV vaccine - booster dose
Primary 5	Human papillomavirus (HPV) vaccine - first dose
Primary 6	dTap-IPV vaccine - booster dose Human papillomavirus (HPV) vaccine - second dose

"Hospital" shall mean an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Medical Services for sick and injured persons as Inpatient, and which –

(a) has facilities for Diagnosis and major operations;
(b) provides twenty-four (24) hours nursing services by licensed or registered nurses;
(c) has one (1) or more Registered Medical Practitioners;
(d) and is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care center, a rehabilitation center, an elderly home or similar establishment.

"Immunisation" shall mean a process by which a person becomes protected against a disease through Vaccination. This term is often used interchangeably with Vaccination or Inoculation.

"Immunisation Card" shall mean vaccination record/card (also called immunisation record/card) provide a history of all the vaccines you or your child received. This record may be required for certain jobs, travel abroad, school registration or other purposes.

"Inpatient" shall mean an Insured Person who is Confined.

"Insurance Authority" shall mean the Insurance Authority of Hong Kong established pursuant to section 4AAA of the Insurance

Ordinance.

"Insurance Ordinance" shall mean the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong).

"Insured Person" shall mean any person whose risks are covered by these Terms and Benefits, and named as the "Insured Person" in the Policy Schedule.

"Medical Services" shall mean Medically Necessary services, including, as the context requires, Confinement, treatments, procedures, tests, examinations or other related services for the investigation or treatment of a Diagnosis.

"Medically Necessary" shall mean the need to have Medical Services for the purpose of investigating or treating the relevant Diagnosis in accordance with the generally accepted standards of medical practice and such Medical Services must –

(a) require the expertise of, or be referred by, a Registered Medical Practitioner;
(b) be consistent with the Diagnosis and necessary for the investigation and treatment of the Diagnosis;
(c) be rendered in accordance with standards of good and prudent medical practice, and not be rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner;
(d) be rendered in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice for the Medical Services; and
(e) be furnished at the most appropriate level which, in the prudent professional judgment of the attending Registered Medical Practitioner, can be safely and effectively provided to the Insured Person.

For the purpose of these Terms and Benefits, without prejudice to the generality of the foregoing, circumstances where a Confinement is considered Medically Necessary include, but not limited to –

(i) the Insured Person is having an Emergency that requires urgent treatment in Hospital;
(ii) surgical procedures are performed under general anaesthesia;
(iii) equipment for surgical procedure is available in Hospital and procedure cannot be done on a day patient basis;
(iv) there is significantly severe co-morbidity of the Insured Person;
(v) taking into account the individual circumstances of the Insured Person, the attending Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, the medical service should be conducted in Hospital;
(vi) in the prudent professional judgment of the attending Registered Medical Practitioner, the length of Confinement of the Insured Person is appropriate for the medical service concerned; and/or
(vii) in the case of diagnostic procedures or allied health services prescribed by a Registered Medical Practitioner, such Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, such procedures or services should be conducted in Hospital.

For the purpose of exercising his prudent professional judgment in (v) to (vii) above, the attending Registered Medical Practitioner shall have regard to whether the Confinement –

(aa) is in accordance with standards of good and prudent medical practice in the locality for the medical service rendered, and, in the prudent professional judgment of the attending Registered Medical Practitioner, not rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner; and
(bb) is in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice in the locality for the medical service rendered.

"Place(s) of Residence" shall mean the jurisdiction(s) in which a person legally has the right of abode. A change in the Place(s) of Residence refers to the situation where a person has been granted the right of abode of additional jurisdiction(s), or has ceased to have the right of abode of existing jurisdiction(s). The above definition of "Place(s) of Residence" is used solely for the purpose of these Terms and Benefits. For the avoidance of doubt, a jurisdiction in which a person legally has the right or permission of access only but without the right of abode, such as for the purpose of study, work or vacation, shall not be treated as a Place of Residence.

“Policy" shall mean this policy underwritten and issued by the Company, which is the contract between the Policy Holder(s) and the Company in respect of this plan including but not limited to these Terms and Conditions, Application, declarations, Policy Schedule and any Supplement(s) attached to this Policy, if applicable. Where this Policy contains additional Terms and Benefits other than those of this plan, the meaning of Policy shall also cover such additional Terms and Benefits.

"Policy Effective Date" shall mean the commencement date of these Terms and Benefits which is specified as "Policy Effective Date" in the Policy Schedule.

"Policy Holder" shall mean the person who is a legal holder of this Policy and is named as the “Policy Holder” in the Policy Schedule.

"Policy Issuance Date" shall mean the date of first issuance of these Terms and Benefits.

"Policy Schedule" shall mean a schedule attached to these Terms and Benefits, which sets out, among others, the Policy Effective Date, Renewal Date, the name and the relevant particulars of the Policy Holder and the Insured Person, the Eligible Benefits, premium and other relevant details in respect of these Terms and Benefits.

"Policy Year" shall mean the period of time these Terms and Benefits are in force. The first Policy Year shall be the period from the Policy Effective Date to the day immediately preceding the first Renewal Date as specified in the Policy Schedule (both days inclusive) within one (1) year period; and each subsequent Policy Year shall be the one (1) year period from each Renewal Date.

"Portfolio" shall mean all policies of the same Terms and Conditions and the benefit schedule.

“Precautions” shall mean a condition in a recipient that may increase the risk for a serious adverse reaction or that might compromise the ability of the vaccine to produce an optimal immune response.

"Pre-existing Condition(s)" shall mean, in respect of the Insured Person, any sickness, disease, injury, physical, mental or medical condition or physiological degradation, including congenital condition, that has existed prior to the Policy Issuance Date or the Policy Effective Date, whichever is the earlier. An ordinary prudent person shall be reasonably aware of a re-existing Condition, where –

(a) it has been diagnosed;
(b) it has manifested clear and distinct signs or symptoms; or
(c) medical advice or treatment has been sought, recommended or received.

"Premium Loading"	shall mean the additional premium on top of the Standard Premium charged by the Company to the Policy Holder according to the additional risk assessed for the Insured Person.
"Registered Medical Practitioner"	shall mean a medical practitioner of western medicine, (a) who is duly qualified and is registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and (b) legally authorised for rendering relevant Medical Services in Hong Kong or the relevant jurisdiction outside Hong Kong where the Medical Services is provided to the Insured Person, but in no circumstance shall include the following persons - the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing). If the practitioner is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such practitioner shall nonetheless be considered qualified and registered.
"Renewal", "Renew", "Renewed" or "Renewable"	shall mean renewal of these Terms and Benefits in accordance with their terms without any discontinuance.
"Renewal Date"	shall mean the effective date of Renewal. The first Renewal Date shall be the date as specified in the Policy Schedule (which shall not be later than the first anniversary of the Policy Effective Date) and the subsequent Renewal Date(s) shall be the anniversary(ies) of the first Renewal Date. The relevant Renewal Date shall be specified in the notification of Renewal in accordance with Section 3 of Part 4.
"Screening Questionnaire for Childhood Immunisation"	shall mean the questionnaire issued from Food and Health Bureau which is aim to provide the information for healthcare professionals about the Contraindications and Precautions to vaccines.
"Severe Adverse Event Following Immunisation"	shall mean AEFI will be considered severe, if it: (a) results in death; (b) is life-threatening; (c) requires in-patient hospitalisation or prolongation of existing hospitalisation; or (d) results in persistent or significant disability/incapacity.
"Standard Premium"	shall mean the basic premium for the coverage under this plan, as charged by the Company to the Policy Holder on an overall Portfolio basis, which may be adjusted in accordance with the Age, gender and/or lifestyle factors of the Insured Person.
"Supplement(s)"	shall mean any document which may add, delete, amend or replace the Terms and Benefits of this Policy. Supplement(s) shall include but is not limited to endorsement, rider, annex, schedule or table attached and issued with this Policy.
"Terms and Benefits"	shall mean the Terms and Conditions together with the benefit schedule and any related Supplement(s) under this plan.
"Terms and Conditions"	shall mean Part 1 to Part 8 of this plan.
"Vaccination"	shall mean introducing a vaccine through needle injection, oral administration or nose spraying for the purpose of inducing immunity.