

#### **Liberty International Insurance Limited**

13/F, Berkshire House, 25 Westlands Road, Quarry Bay, Hong Kong Tel: (852) 2892 3888

Fax: (852) 2577 9578 www.libertyinsurance.com.hk

## Walky Insurance Policy

Please read this insurance policy carefully to ensure that you understand the terms and conditions and that this policy meets your requirements. If there are any changes that may affect the insurance cover provided, please notify us immediately.



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#### Introduction

This is a Pet Insurance Policy which provides insurance cover for micro chipped dogs during dog walk journey in Hong Kong.

You have applied for the Insurance expressed herein made an application and declaration which shall be the basis of this contract and is deemed to be agreed by You that premium shall be paid as consideration for the insurance. Liberty International Insurance Limited ("the Company") will, subject to the terms, conditions and exceptions contained herein or endorsed hereon, indemnify or pay the benefits to You in respect of any or all of the contingencies hereafter defined happening during the Period of Insurance provided that the due observance and fulfilment of all the terms. conditions and the rules of exceptions contained or endorsed hereon shall be a condition precedent to any liability on the part of the Company under this policy.

#### The Contract (the "Policy")

This Policy is evidence of the contract between the You and Us from the day the Policy commences. We will provide the insurance to the Insured Pet subject to the limits, terms, conditions, and exclusions set out in this Policy, provided You pay the premium when due and We agree to accept it. The General Conditions which appear in this Policy form part of the contract and must be complied with. It is important that You read the entire Policy to ensure You understand and acknowledge:

- **a.** the protection the Insured Pet has been offered by the Company; and
- **b.** the limit of benefits the Company will indemnify You in accordance with the terms and conditions of the Policy.

#### **Eligibility**

The Insured Pet must:

- 1. be micro chipped
- 2. be residing regularly in the same premise as the Insured
- 3. be at least 8 weeks old and not more than 9 years at the Policy Commencement Date of the Period of Insurance
- **4.** not be a working pet or pet with commercial purpose. Example: guide dog, guard dog, hunting dog or attack dog
- 5. not be a dog used for breeding purpose
- 6. have all required vaccinations
- **7.** not be the following dog breeds:
  - a. Bull Terrier
  - **b.** Dogo Argentino
  - c. Fila Brazilier
  - d. Japanese Tosa
  - e. Pit Bull Terrier
  - f. Tibetan Mastiff

or any of their cross breed.

# Term Meaning 1. Your/You/Policyholder Means the person who is the legal holder of this Policy, the Policyholder as stated in the Policy Schedule and the owner of the Insured Pet. The micro chipped dog whose name is shown in the Policy Schedule and the license of the microchip is owned by the Policyholder



3. Liberty/Our/Us/Company	Liberty International Insurance Limited
4. Accident/Accidental	Mean a sudden, unforeseen and unexpected event happening by chance during the Dog Walk Trip.
5. Accidental Death	Death of the Insured Pet occurring as a direct result of an Accidental Injury during the Dog Walk Trip.
<b>6.</b> Accidental Injury	Bodily injury to the Insured Pet arising from an Accident and where such bodily injury is directly caused by accidental, violent, external and visible means without any other contributing causes and where the injury is not self inflicted during the Dog Walk Trip
7. Chronic Condition	A medical condition that can be treated or managed but not cured.
8. Congenital Condition	An illness, disability or defect existing at or from an Insured Pet's birth.
9. Dog Walk Trip	Means the dog walk journey which commence when You start the dog walk with the Insured Pet and leaves the flat/apartment door or house gate of Your residential home, upon redemption of the Ticket via YAS Micro Insurance Mobile Application.  The dog walk journey shall end 90 minutes from the time of redemption of the Ticket or upon completion of the dog walk journey, whichever is earlier.
	The dog walk journey will also be considered as completion when the Insured Pet enters the flat/apartment door or house gate of Your residential home.  The geographical limit for the Dog Walk Trip shall be subjected
	to Hong Kong Special Administrative Region only.
10. Elective Treatment	Means treatment or surgery that is beneficial to the Insured Pet but is not Medically Necessary for the survival of the Insured Pet or does not form part of the Treatment for a medical condition.
11. Family Members	Your spouse, child/children, Your parents or any relatives who are residing with You.
12. Hereditary Condition	Any medical condition that is proven, thought, or presumed by recognized Vet literature or experts to be inherited genetically.
<b>13.</b> Levy	Levy is a percentage of the premium payable, with a cap applied per policy per policy year. Please refer to the Insurance Authority for further information on their website. <a href="https://www.ia.org.hk">https://www.ia.org.hk</a>
14. Medically Necessary	Means the need to have medical service for the purpose of investigating or treating the relevant Accidental Injury in accordance with the generally accepted standards of veterinary practice and such veterinary service must:  a. require the expertise of, or be referred by, a Vet  b. be consistent with the diagnosis and necessary for the investigation and treatment of the Accidental Injury  c. be rendered in accordance with standards of good and prudent veterinary practice, and not be rendered primarily for the convenience or the comfort of You, Your Family Members or the attending Vet  d. be rendered in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of veterinary practice for the medical services



	a ha furnished at the most appropriate level which in the
	e. be furnished at the most appropriate level which, in the prudent professional judgment of the attending Vet, can be safely and effectively provided to the Insured Pet.
15. Period of Insurance	Means the period of time stated in the Policy Schedule for which You agree to pay.
<b>16.</b> Pre-existing Condition	Any condition(s) or symptoms or signs of that condition occurring or existing in any form prior to the Policy Commencement Date, including but not limited to:  a. any cruciate ligament condition;  b. any skin condition;  c. latent infectious conditions that manifest within a known incubation period indicating clear evidence that the condition had existed prior to the Policy;  d. any condition in remission at the time of the insurance application;  e. any seasonal condition;  f. conditions currently or previously being controlled by medication(s)
17. Policy	and whether or not diagnosed or treated by a Vet.  Means this "Walky Insurance Policy" including but not limited to this policy provisions, application, Proposal, declaration, Policy Schedule attached or issued.
18. Policy Commencement Date	Means the first day of the Period of Insurance.
19. Policy Schedule/Schedule	Means a typed sheet attaching to this Policy which sets out the particulars of the Insured Pet, Policyholder, Period of Insurance, and Schedule of Benefits and forms part of and should be read in conjunction with the Policy.
20. Police Report	Means a report by the Hong Kong Police Force detailing an Accident.
21. Proposal	Means the signed proposal form/application and declaration and any additional information supplied to the Company via YAS Micro Insurance Mobile Application by or on behalf of the Policyholder.
<b>22.</b> Reasonable and Customary	Means, in relation to a charge for Vet Expenses, such level which does not exceed the general range of charges being charged by the relevant service providers in the locality where the charge is incurred for similar treatment, services or supplies to the Insured Pet with similar conditions, e.g. of the same breed and for a similar Accidental Injury, as reasonably determined by the Company in utmost good faith.  The Reasonable and Customary charges shall not in any event exceed the actual charges incurred.
23. Red Rainstorm Warning Signal / Black Rainstorm Warning Signal	Means the Red or Black Rainstorm Warning Signal issued by Hong Kong Observatory.
24. Schedule of Benefits	Means the schedule of benefits in the Policy Schedule which details the covering sections and maximum limit.
25. Territorial Limits	Hong Kong Special Administrative Region.
26. Ticket	Means the ticket issued by the Company and stated in the Policy Schedule. The ticket serves as evidence of payment of the right to coverage and upon redemption via YAS Micro Insurance Mobile Application shall constitute proof of commencement of Dog Walk Trip under the Policy. The ticket shall be redeemable within the Period of Insurance.



27. Treatment	Means Medically Necessary services, including examinations, consultations, hospitalization, surgery, x-rays, medication, diagnostic tests, nursing and other care and procedures provided by a Vet for the investigation or treatment of an Accidental Injury.
28. Typhoon Signal	Means the Typhoon Signal issued by Hong Kong Observatory.
<b>29.</b> Vet	Means a legally licensed veterinarian, veterinary surgeons or veterinary specialist, other than the Policyholder, Family Members, employees or employers of the Policyholder, duly registered and listed on the Veterinary Surgeons Board of Hong Kong pursuant to the Veterinary Surgeons Registration Ordinance (Cap. 529).
30. Vet Expenses	Means Reasonable and Customary expenses incurred for Treatments rendered with respect to an Accidental Injury.
<b>31.</b> YAS Micro Insurance Mobile Application	means a mobile application which provided by YAS Digital Limited for You to purchase the Walky Insurance and to redeem Ticket when You commence a Dog Walk Trip. The mobile application will record the following data but not limited to:  GPS data of the Dog Walk Trip  The commence date and time of the Dog Walk Trip  The end date and time of the Dog Walk Trip.

#### **Section 1: Accidental Injury Cover**

In the event that Vet Expenses are incurred by You for Treatment of the Insured Pet arising from Accidental Injury during the Dog Walk Trip, the Company will reimburse up to the maximum limit as stated in the Schedule of Benefits, provided that the Vet Expenses are incurred within 20 days of the Accidental Injury.

For any Accidental Injury arising from third parties, Police Report must be provided when making a claim under this section.

#### **Section 2: Funeral Services Expenses**

The Company will cover the cost up to the maximum limit as stated in the Schedule of Benefits for the cremation, funeral service and/or handling charges from the Vet or funeral service providers in respect of the handling of the remains of the Insured Pet arising from Accidental Death within 20 days of the Accident.

#### **Section 3: Third Party Liability Cover**

In the event that during the Dog Walk Trip You become legally liable to pay compensation in respect of Accidental bodily injury to any person and/or Accidental loss or damage to property caused by the Insured Pet, the Company will provide indemnity up to the maximum limit as stated in the Schedule of Benefits.

The Company will also in respect of any claim to which indemnity under this Section applies pay for:

- all legal costs and expenses recoverable from You by any claimant
- 2. all legal costs and expenses incurred by You with our written consent

subject to the maximum limit as stated in the Schedule of Benefits.

#### **Exclusions to Section 3**

The Company will not be liable in respect of:

 bodily injury to any Your Family Members or any person who is under the Your service at the time of sustaining such bodily injury



loss or damage to property belonging to or in the charge of or under the control of You, Your Family Members, or any person residing with or in the service of You.

#### **Section 4: Advertising Expenses**

The Company will cover cost of advertising in the local newspaper, magazine or mass media if the Insured Pet is stolen or lost during the Dog Walk Trip. The Company will pay up to the maximum limit as stated in the Schedule of Benefits provided that the cost of advertising is incurred within 30 days of the date on which the Insured Pet is stolen or lost and reported to the Hong Kong Police.

#### **General Exclusions**

Please remember that these general exclusions apply to all Sections of this Policy irrespective of whether it has been specifically referred to as an exclusion under a particular section.

Unless otherwise stated in the Policy, Vet Expenses and/or costs related to the following are not covered:

- Outside the Territorial Limits: Any occurrence or illness developed or caused by any factor while the Insured Pet is outside Hong Kong.
- **2.** Liability arising from any intentional or preventable act and Illness arising from any intentional, neglectful, or preventable act.
- Any loss which is a result of you breaking the Hong Kong regulations including any regulations on animal health and import of animals.
- 4. Day-to-Day Care:
  - regular, prescription or dietary pet food, vitamins, mineral supplements, whether recommended by a Vet or not
  - b. diagnostics associated with preventative treatment, preventative procedures and Treatments (including, but not limited to, vaccinations, routine anal gland expression, gastropexy; flea/tick/worm control)
  - c. diagnosis of or Treatment for internal or external parasites
  - d. boarding, grooming and bathing of the Insured Pet (including medicated baths and shampoos)

- e. accessories such as but not limited to pill poppers, cage hire, crates, bedding and collars
- f. conditions related to breeding or pregnancy
- g. training, socialization, therapy and alternative therapies (including but not restricted to consultations and Treatments involving homeopathic remedies, acupuncture, laser therapy, chiropractic treatments and/or physiotherapy) whether recommended by a Vet or not; or
- h. Treatment while the Insured Pet is used for commercial or occupational purposes including but not limited to racing, breeding, organized fighting, law enforcement, guarding or hunting.

#### 5. Treatments and Conditions:

- Treatment of or conditions attributable to behavioral problems regardless of the cause (including but not limited to anxiety disorders, phobias or chemical imbalance)
- b. cell-replacement therapies, including but not limited to stem cell therapy. This exclusion does not include blood transfusions which are covered when medically necessary
- c. diseases preventable by vaccination
- d. age related changes to the Insured pet's eyes or ears
- e. anal sacculitis or removal of anal glands
- f. spaying or neutering
- g. bone or joint conditions associated with hip dysplasia or any associated luxation or subluxation; elbow dysplasia; patellar luxation or subluxation; osteochondritis dissecans or any fracture, luxation or subluxation associated with aseptic necrosis of a femoral head
- h. cervical vertebrae instability/wobbler syndrome
- i. cruciate ligament or meniscal damage or rupture occurring
- j. a condition where the diagnosis is inconclusive, but where the Treatment protocol is consistent with a Treatment protocol typically applied to an Accidental Injury which is not covered.
- Treatment for conditions excluded by the Policy and/or due to complications and/or adverse reactions arising from any Policy Exclusion
- I. Insured's decision to pursue a course of Treatment other than that which was recommended by a Vet unless specifically authorized by The Company prior to Treatment. (Example: ignoring a Vet's



- recommendation to remove an eye, which then results in extra costs associated with chronic eye issues); or
- m. breeding or obstetrics or Treatment of Conditions arising as a result of breeding or obstetrics
- n. orthodontics, endodontics and removal of deciduous teeth
- o. skin problems caused by allergies or parasites
- p. any birth-related injury
- q. sexually transmitted diseases, rabies, epidemic outbreaks whether vaccinated against or not, or any disease suffered by Insured Pet which You are required by law to notify to the relevant public authority
- putting the Insured Pet to sleep or otherwise disposed of by court order or any notifiable disease

#### **6.** Services and Procedures:

- ambulance fees, expenses not related to Vet services and non-essential hospitalization
- b. house calls and out-of-hours Treatment unless the Vet believes an emergency consultation was necessary, in which case the Company's liability is limited to the amount that would have been payable had the Treatment been provided at a Vet practice during normal consultation hours
- genetic/chromosome testing including procedures to determine the suitability or categorization of the Insured Pet for breeding or genealogical purposes; or
- d. organ transplant surgery, artificial limbs, prosthetics, pacemakers and any associated expenses unless specifically authorized and agreed by the Company in writing prior to any Treatment.
- costs not supported by receipts or invoices from any Vet or where the receipts or invoices do not show full details of the costs incurred

#### 7. Elective Procedures and Treatments:

- Elective Treatments including but not limited to nail clipping, tail docking, debarking, pre-anesthetic blood tests, declawing, dewclaw removal; ear cropping and nasal fold, skin fold, stenotic nares and soft palate resections
- b. routine examinations
- c. cosmetic procedures
- d. experimental treatments or therapies; investigational or otherwise not within the standard of care accepted by the Veterinary Surgeons Board of Hong Kong

- e. desexing
- f. cryptorchidism
- g. hip and elbow scoring

#### 8. Insured Pet not being Protected:

- a malicious act, deliberate injury or gross negligence caused by You or anyone living with the Insured Pet; or
- b. Your failure to take all reasonable precautions to protect the Insured Pet from situations that may result in injury
- c. Insured Pet is not on leash or not accompanied by You or Your Family Members or friend (with Your permission)
- d. any loss or damage happen at the time of extreme weather, such as Red or Black Rainstorm Warning Signal, Typhoon Signal No. 8 or above, unless it is unforeseeable.
- e. if You have not followed instructions specifically given to you by the previous owners or re-homing organization about the behavioral pattern of the Insured Pet
- f. the Insured Pet fighting with other animals
- **9.** if You violate or attempt to violate the law or resist arrest
- air, water or soil pollution, unless the pollution is a result of an Accident involving the Insured Pet
- 11. ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
- 12. any consequence whether direct or indirect of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, civil rebellion, revolution, insurrection, any act of terrorism, civil commotion assuming the proportions of or amounting to an uprising military, or usurped power.
- **13.** Chronic Condition, Congenital Condition, Hereditary Condition, Pre-existing Condition.

#### **General Conditions**

The following terms and conditions are applicable to all Sections of the Policy.

1. Terms and Conditions



Payment of any Section under this Policy is subject to the definitions, exclusions and all other terms and conditions of this Policy. In addition, please be aware that:

- a. there are limits on the amounts the Company will pay, reimburse or indemnify You in the event of a claim and these limits are specified in the Policy Schedule; and
- b. The Company will not pay You for claims which arise out of or in connection with items which are listed under General Exclusions; and
- c. if any claim made under this Policy is covered by any insurance policy, the Company shall not be liable to pay under this Policy except for the excess beyond the amount payable under such policy.

#### 2. Governing Law

This Policy shall be governed by and interpreted in accordance with the law of the Hong Kong and subject to the exclusive jurisdiction of the Hong Kong courts. The indemnity under this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong.

#### 3. Territorial Limits

All benefits in this Policy are applicable within Hong Kong Special Administrative Region only.

#### 4. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by You or on your behalf to obtain any benefit under this Policy, all benefits shall be forfeited.

#### 5. Exaggerated and/or Inflated Claims

The Company will have no liability to pay any benefits under this Policy if you make any claim that is fraudulent or exaggerated or make any false declaration or statement in support of a claim. The Company reserves the right to recover from You any amounts that may have already been paid out.

#### 6. Duty of Disclosure

The accuracy of the information provided over the phone or in Your Proposal will form the basis of and be part of the contract. Before You enters into the insurance contract with the Company, You must fully disclose all the facts that You know or could reasonably be expected to know which will affect Our decision to provide cover and the terms of the insurance. If You are uncertain whether or not a fact is relevant. You should nevertheless disclose to

us such fact. The Company will acknowledge receipt of the information and if the risk associated to such material information is accepted, the relevant material information would be stated on the Policy Schedule. If however You do not provide this information to the Company, the Company may:

- a. reduce the amount of claims payable under this Policy; or
- b. refuse to pay the claim that may arise; or
- c. cancel or void the Your insurance Policy from inception

#### 7. Policy Provisions

This Policy, the Policy Schedule, any memorandum, application, Proposal, declaration, or endorsement attached or issued shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Policy Schedule or memorandum or application or Proposal or declaration or endorsement shall bear such specific meaning wherever it may appear.

#### 8. Observance of Terms

The due observance and fulfillment of the terms of this Policy insofar as they relate to anything to be done or not to be done by You and the truth of the statement and answers in the Proposal shall be condition precedent to any liability of the Company to make any payment under this Policy.

#### 9. Claims Procedure

Notice of any Third Party Liability, Accidental Injury in respect of which a claim is to be made shall be given to the Company as soon as possible but in any case within thirty (30) days of the Accident giving rise to such a claim. All certificates, information and evidence required by the Company shall be furnished at the expense of You and shall be in such form and of such nature as the Company may prescribe. You as often as required shall submit the Insured Pet to medical examination upon the request of the Company at its own expense in respect of any alleged Condition. The Company shall in case of death of the Insured Pet be entitled to have post-mortem examination at its own expense.

#### 10. Changes in Circumstances

You shall give notice to the Company of any change of name or residence immediately after such change. This Policy shall become void if the Insured Pet is found not to be meeting the Eligibility criteria at any time during the Period of Insurance or claim(s).



#### 11. Cancelation

No refund and cancelation are allowed for this Policy once the premium is paid.

#### 12. Arbitration

Any difference arising between You or any claimant and the Company shall be referred to an arbitrator to be appointed by the parties; or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed by each of the parties, or in case of disagreement, of an umpire to be appointed by the arbitrators before entering on the reference. The making of an award shall be a condition precedent to any liability of or right of action against the Company in respect of such difference. If the Company shall disclaim liability for any claim and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under these provisions the claim shall then be deemed to have been abandoned and shall not thereafter be recoverable.

#### 13. Subrogation

The Company shall be entitled to take over and conduct the defense or settlement of any third-party claim at the Company's discretion. The Company will also be entitled to use the Your name to enforce recovery rights against any other person whether before or after indemnification is received under this Policy.

#### 14. Right of Third Parties

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

#### 15. Other Insurance

If at the time of any claim under this Policy there is any other insurance indemnifying any person, the Insured Pet or You who are entitled to be indemnified under this Policy, this Policy is not to be called upon in contribution and, subject to the policy limit of indemnity, is only to pay any amount if and so far as not recoverable under such other insurance.

#### 16. Sanction Limitation and Exclusion Clause

The Company shall not be deemed to provide cover and The Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to The Company.

#### 17. War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- a. war, invasion, acts or foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company allege that by reason of this exclusion endorsement, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon You.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### 18. Terrorism Exclusion Endorsement for Contamination and Explosives

It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a. biological or chemical contamination
- b. missiles, bombs, grenades, explosives

due to any act of terrorism.



For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances. If the Policy allege that by reason of this exclusion endorsement, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon You.

19. Should there be any discrepancy between the English and Chinese versions of this Policy, the English version shall apply and prevail.

