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**Avo OutpatientGuard Protection Policy**

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

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Supplement(s) (if any)

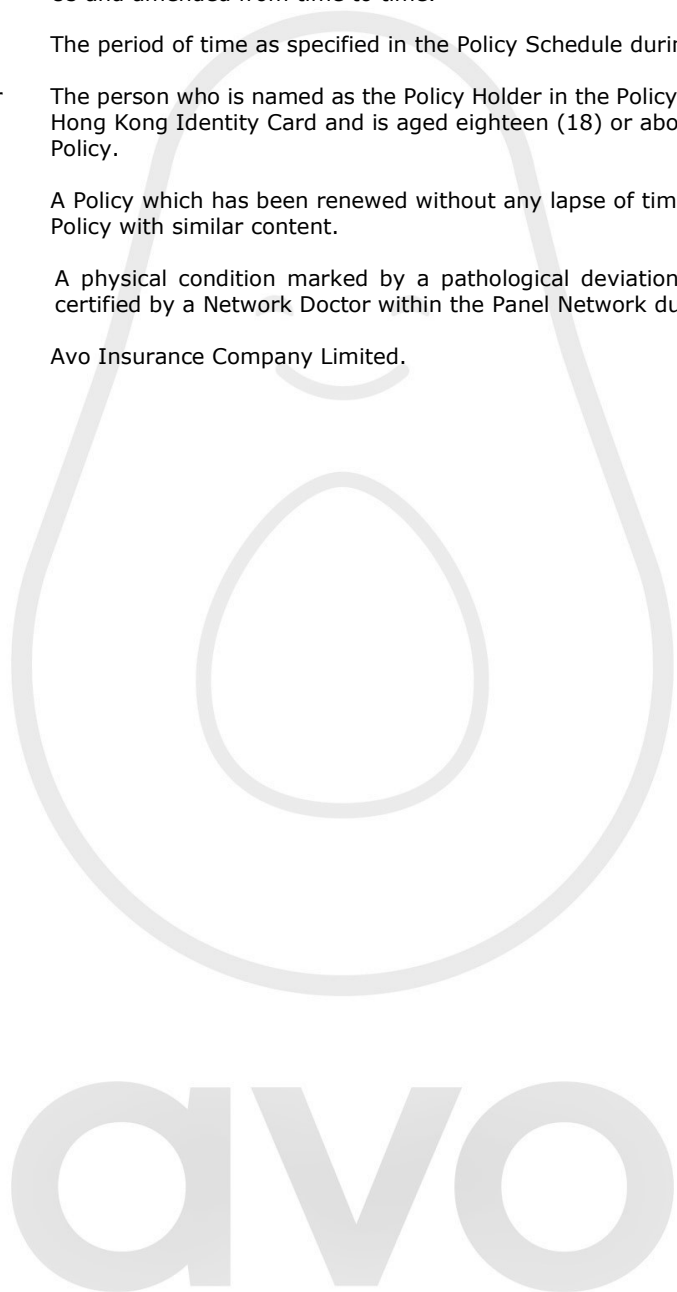


## **PART 1 – DEFINITIONS**

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

“Accident” or “Accidental”	A sudden, unforeseen and unexpected event occurring entirely beyond the control of You.
“Accidental Death”	Means death occurring: a) as a result of an Accidental Injury; and b) within one hundred and eighty (180) days of the Accident causing the Injury and includes Disappearance.
“Co-payment”	The required medical expense that will need to be borne by the Insured Person for having the specified service(s) under Benefit Schedule.
“Counselling Psychologist”	Means a psychologist: a) who is duly qualified to practice as a counselling psychologist for rendering services for emotional and behavioral disorder following completion of a degree in psychology and has qualifications at least equivalent to those of a psychologist registered with the Hong Kong Psychological Society; and b) legally authorized for rendering psychological counselling or service in Hong Kong or the relevant jurisdiction outside Hong Kong where the counselling or service is provided to the Insured Person.
“Counsellor”	Appointed by the Mental Wellness Service Provider who is duly qualified for rendering counselling services in Hong Kong.
“Disappearance”	Means if the Insured Person body has not been found for not less than twelve (12) consecutive months from the date of the disappearance, sinking or wrecking of a conveyance in which the Insured Person was travelling on that date, it will be presumed that the Insured Person suffered death resulting from bodily Injury caused by Accident covered by this Policy at the time of such Disappearance.
“Domestic Partner”	An adult aged eighteen (18) or above who have chosen to live with You or Insured Person in an intimate and committed relationship, and has resided with You or the Insured Person for at least three (3) years, intends to do so indefinitely and is able to provide such proof of residence. Domestic Partner does not include roommates or any Immediate Family Member.
“Injury”	Bodily damage caused directly and independently of all other causes by an Accident.
“Immediate Family Members”	Policy Holder or Insured Person’s spouse, parent, parent-in-law, legal guardian, grandparent, grandparent-in-law, Your own son or daughter, legally adopted son or daughter, stepson or stepdaughter, brother or sister, or grandchild.
“Insured Person”	The person named as an “Insured Person” in the Policy Schedule or the subsequent endorsement(s), if any. Insured Person must be aged between fifteen (15) days to eighty (80) years old, and must hold a valid Hong Kong Identity Card / Exit-Entry Permit for Travelling to and from Hong Kong and Macao / passport. For Insured Person aged below eleven (11) and without holding Hong Kong Identity Card/ Exit-Entry Permit for Travelling to and from Hong Kong and Macao / passport, holding a birth certificate issued by the Immigration Department of the Hong Kong Special Administrative Region shall be accepted by Us.
“Medically Necessary Services”	Means the need to have medical service for the purpose of investigating or treating the relevant Sickness or Injury in accordance with the generally accepted standards of medical practice and such medical service 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 Sickness or Injury; 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
“Registered Medical Practitioner”	A registered medical practitioner other than Policy Holder, Insured Person, Immediate Family Members or Domestic Partner, legally licensed and duly qualified of his/her practice in to render medical and surgical service.
“Mental Wellness Assistance”	Insured Person is in need of personal counselling in preventing, identifying and resolving personal, psychological, emotional and social related concerns, including but not limited to health, stress, family or other personal issues that may affect the Insured Person’s personal well-being.

"Mental Wellness Service Provider"	Shall mean the third-party provider appointed by Us in providing mental wellness services.
"Network Doctor"	A Registered Medical Practitioner who is in the Panel Network and practice in the following categories: <ul style="list-style-type: none"> <li>a) general practice</li> <li>b) specialty</li> <li>c) physiotherapy</li> <li>d) traditional Chinese medicine</li> <li>e) general dentistry</li> </ul>
"Panel Network"	The list that contains particulars of the Network Doctors in digital format as published by Us and amended from time to time.
"Period of Insurance"	The period of time as specified in the Policy Schedule during which this Policy is effective.
"Policy Holder" or "You" or "Your"	The person who is named as the Policy Holder in the Policy Schedule; and must hold a valid Hong Kong Identity Card and is aged eighteen (18) or above on the issuance date of this Policy.
"Renewal"	A Policy which has been renewed without any lapse of time upon the expiry of a preceding Policy with similar content.
"Sickness"	A physical condition marked by a pathological deviation from the normal healthy state certified by a Network Doctor within the Panel Network during the Period of Insurance.
"We" or "Us" or "Our"	Avo Insurance Company Limited.



## **PART 2 – Coverage**

### **Section 1 - Outpatient Benefits**

If the Insured Person suffers from Injury or Sickness during the Period of Insurance, the Insured Person is entitled to acquire Medically Necessary Services, from a Network Doctor at the designated clinic or medical centre stated in the Panel Network, subject to following conditions, the maximum limit as set out in the Benefit Schedule, terms, conditions and exclusions of this Policy:

#### **Number of visits per day**

Benefit 1.1 – 1.4 listed in the Benefit Schedule is subject to one (1) consultation per benefit per day, regardless of whether the different medical service consultations are for the same or different Injury or Sickness.

#### **Consultation and medication**

Each visit to the general practitioner at his clinic shall include both consultation fee and basic western medication prescribed by such general practitioner for up to the specific number of days as specified in the Benefit Schedule. The western medication should be obtained directly at the general practitioner's clinic.

Each visit to the specialist practitioner at his clinic shall include both consultation fee and basic western medication prescribed by such specialist practitioner for up to the specific number of days as specified in Benefit Schedule. The western medication should be obtained directly at the specialist practitioner's clinic.

Each visit to physiotherapist at his clinic shall include the consultation fee and treatment received at his clinic.

Each visit to the Chinese medicine practitioner at his clinic shall include both consultation fee and basic herbs or basic granules prescribed by such Chinese medicine practitioner for up to the specific number of days as specified in the Benefit Schedule. The basic herbs or basic granules should be obtained directly at the Chinese medicine practitioner's clinic.

#### **Additional medication and treatment expenses**

The Network Doctor has the right to discuss with You or the Insured Person on any pharmaceutical charges of an unusual and expensive nature which are not covered by this Policy. It is Your or the Insured Person's sole discretion to accept such charges at Your or the Insured Person's own costs.

#### **Referral Letter**

The Insured Person must obtain a written referral letter from general practitioner on the list of Network Doctors before the Insured Person's visit to specialist practitioner, physiotherapist, or outpatient x-ray & laboratory test.

A referral letter is valid for the same or related medical condition for one hundred and eighty (180) days from the issue date. Another referral letter is required for treatment of a new or unrelated medical condition.

#### **X-Ray & Laboratory Tests**

If Insured Person needs to undergo an x-ray or laboratory examination for diagnostic purposes, such examination must be consistent with the symptoms or diagnosis which the Insured Person is suffering and is recommended in writing by the attending Network Doctor. The x-ray and/or laboratory examination must be conducted in a clinic or centre referred by the attending Network Doctor. In no event shall the aggregate covered amount under this benefit for any one (1) policy year exceed the maximum limit as stated in the Benefit Schedule.

#### **Dental Scaling and Polishing**

The Insured Person is entitled to the specific number of visits per Period of Insurance as specified in the Benefit Schedule for dental scaling and polishing service at the designated clinic stated in the Panel Network.

#### **Mental Wellness Service**

The Insured Person may call the designated mental wellness hotline provided by Mental Wellness Service Provider when in need of nonemergency Mental Wellness Assistance during the Period of Insurance. For the purpose of eligibility checking, Insured Person is required to provide his name, policy number and name of Us. We shall not bear any phone charges or roaming fees incurred for using the mental wellness hotline. The mental wellness hotline is available 24 hours a day. Such telephone conversations are not intended to and do not provide the Insured Person with any medical diagnosis or advice. The Mental Wellness Service Provider shall not guarantee the availability of languages other than Cantonese and English and is subject to the language capability of the Counsellor on duty. The mental wellness hotline is not an emergency service for Mental Wellness Assistance. In case of emergency, Insured Person should seek advice from medical professionals or the local emergency hotline. The Insured Person shall make an independent decision whether to accept the recommendation provided by Mental Wellness Service Provider for the purpose of resolving any mental health concern.

Upon the recommendation of the Counsellor, subsequent to the conversation with Insured Person through the mental wellness hotline, Mental Wellness Service Provider may offer face-to-face or online counselling services to the Insured Person when there is a need for further psychological counselling by a Counselling Psychologist. The Counsellor shall make the recommendation according to his professional judgment and the prevailing practice/guideline of the Mental Wellness Service Provider. Insured Person shall make an independent decision whether or not to receive the services recommended by the Counsellor. The face-to-face or online counselling services provided by the Counselling Psychologist are not intended and do not provide the Insured Person with any medical diagnosis, advice, medical treatment or prescription of medication.

Face-to-face counselling services must be received in Hong Kong at the designated location(s) provided by the Mental Wellness Service Provider during the Period of Insurance. All appointments for the face-to-face or online counselling services must be made by the Counsellor and subject to the availability of the Counselling Psychologist.

Each Insured Person can enjoy up to the specific number of face-to-face or online counselling service as specified in the Benefit Schedule per Period of Insurance. For any visits exceeding the maximum limits per Period of Insurance or any services recommended

by the Counselling Psychologist which are not covered by the Policy, the Insured Person shall be responsible for the costs of the services and all fees must be settled with the provider directly.

Insured Person's obligation while using mental wellness service:

- Insured Person shall cooperate with Us and Mental Wellness Service Provider in all matters relating to provision of the mental wellness service. The Insured Person shall not deliver any defamatory, abusive, offensive or vulgar message or content towards the personnel of Mental Wellness Service Provider or its appointed agents while using the mental wellness service.
- Insured Person shall promptly provide Us and/or Mental Wellness Service Provider with such information and materials as We and/or Mental Wellness Service Provider may reasonably require in order to provide mental wellness service and ensure that such information is accurate and up-to-date in all material respects.
- Mental Wellness Service Provider's ability and effectiveness to provide mental wellness service under this Policy are necessarily dependent upon the Insured Person's willingness to disclose their mental and/or health concerns truthfully and comprehensively.
- If Our and/or Mental Wellness Service Provider's performance of any of its obligations under this Policy is prevented or delayed by any act or omission by the Insured Person or failure by the Insured Person to perform any relevant obligation:
  - o We and/or Mental Wellness Service Provider shall without limiting its other rights or remedies, have the right to suspend or cease mental wellness service, and shall be considered full and effective discharge of Our and/or Mental Wellness Provider's obligation under this mental wellness service; and
  - o We shall not be liable for any costs or losses sustained or incurred by the Insured Person arising directly or indirectly from Mental Wellness Service Provider's failure or delay performing any of its obligations as set out in this Policy.

Liability of Us:

- Mental Wellness Service Provider and its appointed agents are independent contractors who are responsible for their own acts and they are not employees, agents or servants of Us. We shall not be liable for any diagnosis or treatment or other acts or omissions performed by Mental Wellness Service Provider and its appointed agents.
- All information provided by the Insured Person in using the mental wellness service will be kept in strict confidence. However, We shall not be liable to the Policy Holder and/or the Insured Person in any respect of any loss, damage, expense, suit, action or proceeding suffered or incurred by the Insured Person, whether directly or indirectly arising from or in connection with the service provided or advice given by Mental Wellness Service Provider, or any fault or omission of Mental Service Provider or its appointed agents which is out of Our reasonable control.

Exclusions:

Apart from the General Exclusions set out under this Policy, mental wellness service shall not include the provision of:

- health insurance;
- medical advice;
- medical consultations;
- prescriptions;
- diagnosis and treatment plan;
- healthcare decisions;
- medical service in any part of the treatment process;
- home and unscheduled visits; or
- advice on experimental and alternative treatments.

## **Section 2 – Accidental Death Benefit**

In the event of Insured Person's Accidental Death, We will pay the legal estate of Insured Person the accidental death benefit specified in the Benefit Schedule. If the accidental death benefit is payable because of a Disappearance, We will only pay if the legal estate of Insured Person give Us a signed undertaking that these amounts will be repaid to Us if it is later found that the Insured Person did not die or did not die as a result of an Accidental Injury.

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## **PART 3 – General Provisions**

### **1. The Contract**

This Policy is issued in consideration of the application and payment of premiums. The application for this Policy, any medical evidence, written statements, and declarations furnished as evidence of insurability, and the Policy document constitute the entire contract. All statements made by or for the Insured Person shall be considered representations and not warranties.

### **2. Alterations**

No alterations in the terms and conditions and provisions of this Policy shall be valid unless signed by an officer so authorized by Us. No agent or other person has the authority to change or waive any provision of this Policy.

### **3. Age Limit**

The insurance afforded under this Policy shall only apply to any Insured Person aged between fifteen (15) days and eighty (80) years inclusive and renew up to aged eighty (80) years of the Insured Person.

### **4. Ownership of Policy**

Unless otherwise expressly provided, We shall treat the Policy Holder designated in the Policy Schedule as the absolute owner of the Policy, and We shall not be bound to recognize any equitable or other interest of any other person in the Policy. The payment of any benefits hereunder to the Policy Holder shall be considered full and effective discharge of Our obligations hereunder to the Policy Holder and/or an Insured Person.

### **5. Notices to Company**

All notices which We require the Policy Holder or any Insured Person to give must be in writing and shall be served or given to Us either by leaving at or sending by prepaid post to Our last known place of business, or by email to [cs@heyavo.com](mailto:cs@heyavo.com).

### **6. For the Avoidance of Doubt**

The service providers in respect of the outpatient benefits and the mental wellness service are independent service providers providing such respective services to the Insured Person upon his/her request. We, or any of Our affiliates, agents, or employees of any of them has no responsibility or liability of any act, default, negligence, error or omission of the relevant service provider or any of its respective employees, agents or representatives.

### **7. Territorial Scope of Cover**

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

### **8. Change**

We must be immediately notified by the Policy Holder in the event of a change of personal particulars, including but not limited to name of Policy Holder, name of Insured Person, and email address.

### **9. Cancellation**

The Policy Holder may cancel this Policy at any time by notifying Us in writing and the Policy will be cancelled on the date We receive such written notification; no premium is refunded in the policy year. We reserve the right to cancel the Policy at any time by giving a thirty (30) day prior written notice with pro-rata refund.

If fraudulent means or devices are used by the Policy Holder and/or the Insured Person and/or anyone acting on his/her behalf to obtain any benefits under the Policy, any and all rights provided hereunder shall be forfeited immediately.

### **10. Laws**

This Policy shall be subject to the jurisdiction of the Courts of Hong Kong Special Administrative Region and construed in accordance with the laws of Hong Kong Special Administrative Region.

### **11. Benefit Changes**

No change of benefit within the policy year except at each anniversary of the Policy and agreed by Us.

### **12. Sanctions**

Notwithstanding any other terms under this Policy, We shall not be deemed to provide coverage or will make any payments or provide any service or benefit to any Insured Person, Policy Holder, or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured Person would violate any applicable trade or economic sanctions law or regulation.

The above clause shall also apply for any trade or economic sanction law or regulation that We deem applicable or if the Insured Person, Policy Holder, or other party receiving payment, service or benefit is a sanctioned person.



### **13. Condition Precedent to Company Liability**

The truth of any statement or declaration made by an Insured Person or the Policy Holder and the due observance and fulfilment of the terms and conditions insofar as they relate to anything to be done or complied with by an Insured Person or the Policy Holder shall be a condition precedent to the liability of Us to pay any claim hereunder.

### **14. Arbitration**

All differences arising out of this Policy shall be determined by arbitration in accordance with Arbitration Ordinance and the laws of Hong Kong. If the parties hereto fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the 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 have been first obtained. If We shall disclaim liability to the Insured Person for any claim and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

### **15. Duplicate Insurance**

If You are covered under more than one (1) policies of the same kind which are underwritten by Us for the same Insured Person, We shall only be liable for the Policy first issued.

### **16. 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 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.

### **17. 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.

## **PART 4 – Panel Network and Mental Wellness Service Provider**

You may retrieve information of the Panel Network and Mental Wellness Service Provider from the QR code on Your medical card. The Panel Network and Mental Wellness Service Provider may change from time to time at Our absolute discretion. We do not guarantee provision of services by a particular Network Doctor.

The Network Doctor and Mental Wellness Service Provider are not an employee nor agent of Us. Network Doctor shall provide the medical services to the Insured Person in their own professional capacities and competence. Mental Wellness Service Provider shall provide mental wellness services to the Insured Person in their own professional capacities and competence. We assume no responsibility for any professional negligence or otherwise in relation to the provision of medical services by Network Doctor to the Insured Person or mental wellness services by Mental Wellness Service Provider to the Insured Person.

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

The Network Doctor and Mental Wellness Service Provider reserve the right for making extra charges on medical services if the service is not covered under the Benefit Schedule.

## **PART 5 – Using of Medical Card**

1. We shall issue a virtual medical card (and an optional physical medical card) to the Insured Person upon the issuance of this Policy.
2. Subject to the terms and conditions of this Policy, the Insured Person shall make an appointment with the Network Doctor in advance and present the medical card for verification and registration and, settle the Co-payment (if any) and charges of any uncovered services directly with the Network Doctor.
3. The Insured Person must present the medical card and his/her HKID card or Exit-Entry Permit for Travelling to and from Hong Kong and Macao or passport or birth certificate to the Network Doctor for identification at the time of medical services before consultation. Use of the medical card constitutes the acceptance of its terms and conditions. No medical service will be provided if the card is not presented on the date of treatment.
4. The medical card shall remain as the property of Us and is not transferable. The Insured Person shall assume full responsibility for any improper use of the medical card.
5. We reserve the rights to make necessary amendments of the regulations as required anytime.
6. We do not interfere with the provision of medical services whether directly or indirectly and is not liable for and cannot guarantee any medical decisions, results, or outcomes. The independent participating general practitioner, Registered Medical Practitioners, surgeons, doctors, Chinese medicine practitioners, or other health care providers within the Panel Network are independent contractors in private practice that they are neither employees nor agents of Us.
7. In the event of theft, loss or damage of the medical card, Insured Person must report this to Us. For the replacement of each card, HKD200 will be charged.

## **PART 6 – General Exclusions**

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

1. Routine/preventive physical examination and investigations.
2. Pregnancy test, contraceptive related, birth control, sterilization of either sex, infertility (in-vitro fertilization or any other artificial method of inducing pregnancy), and sexual dysfunction.
3. Pregnancy and its complication including but not limited to ectopic pregnancy, abortion, and miscarriage.
4. Sexually transmitted disease or human immunodeficiency virus infection related.
5. Psychiatric, mood disorder, mental diseases, behavioral disorders (Except for benefits under mental wellness service).
6. Congenital, developmental, or hereditary conditions or diseases.
7. Dental related (Except for benefits under dental scaling and polishing).
8. Eye refraction or eyesight related (e.g., routine eye tests, fitting of spectacles or lenses, LASIK, etc.).
9. Cosmetic or plastic surgery for the purpose of beautification.
10. Rental or purchase of prosthesis, prosthetic devices, or medical equipment or appliances (e.g., wheelchair, CPAP machine, hearing aids, crutches, aero chamber, etc.).
11. Supplement, appetite stimulants, anti-depressants, any treatment or medication for weight control, medication on request (e.g., travelling medicine), over-the-counter drugs (e.g., shampoo, lotion) and lubricant (e.g., artificial tears).
12. Vaccinations, immunizations, and any preventive care.
13. Acupuncture, pilates, shockwave including those performed by physiotherapist.
14. Tui Na, cupping, massage therapy including those performed by Chinese medicine practitioner.
15. Chronic alcoholism or abuse of alcohol, drugs addiction or abuse of drugs.
16. Dietitian.
17. Accidents that arise directly or indirectly from hazardous or professional sports.
18. War, invasion, act of foreign enemy, act of terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or direct participation in strike, riot or civil commotion.
19. Suicide, self-inflicted Injury, or any attempted suicide whether sane or insane.
20. Any treatment or disability directly or indirectly arising from or consequent upon illegal activity.
21. Female hormonal tests or assays and female hormonal replacement therapy unless resulting from a Sickness.
22. All cancer treatments (e.g., chemotherapy, radiotherapy, target therapy and IV infusion, PET and PET-CT scan, genetic tests, etc.).
23. Any diagnostic and imaging investigation performed at hospital setup, including both inpatient and outpatient.
24. Any service provided out of Panel Network or out of coverage specified in Benefit Schedule.
25. Any treatment not undertaken by the Network Doctor(s) or centres.



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