

This overview details the insurance coverage the definition, terms, conditions and exclusions underpinned the Peace of Mind Protection (hereinafter refers to as “this Policy”). The Policy is underwritten by Avo Insurance Company Limited (“the Insurer”) for Beans Kingdom Limited (“the Policy Holder”).

Coverage Details

PART 1 – DEFINITIONS

Certain words in this Coverage Detail have specific meanings, which are given below:

“Accident” or “Accidental”	shall mean a sudden and unforeseen event caused by violent, external, and visible means, which is entirely beyond the foresight and control of the Insured Pet Owner or Insured Pet Sitter.
“Bodily Injury”	a physical injury caused solely and independently by an Accident.
“Coverage Effective Start Time”	the time at which the Protection Period commences in respect of each pet sitting service.
“Coverage Effective End Time”	the time at which the Protection Period ends in respect of each pet sitting service.
“Eligible Expenses”	shall mean those veterinary expenses necessitated by an Injury covered by this Policy and incurred on the recommendation of a Registered Veterinary Surgeon, but shall not exceed the reasonable and customary charges for the same. Eligible Expenses shall not in any event exceed the actual charges incurred.
“Hong Kong”	The Hong Kong Special Administrative Region of the People’s Republic of China.
“Injury”	physical harm or trauma to Insured Pet arising from an Accident and not by illness, pre-existing condition, or gradual physical or mental wear and tear.
“Insured Pet”	dog or cats owned by Insured Pet Owner, that receives pet sitting services booked and arranged through Policy Holder’s Pet Care Services Online Platform – Mind My Cat.
“Insured Pet Owner”	pet owner who has obtained a confirmed booking for pet sitting services through Policy Holder’s Pet Care Services Online Platform – Mind My Cat.
“Insured Pet Sitter”	registered members of pet sitter who is booked and confirmed via Policy Holder’s Pet Care Services Online Platform – Mind My Cat.
“Medically Necessary”	shall mean the need to have treatment, supplies or services to treat Insured Pet which are: 1. consistent with Insured Pet’s Medical Conditions, 2. appropriate and meet generally accepted Registered Veterinary Surgeon practice standards, and 3. consistent with the most appropriate supply or level of service which can be safely provided to Insured Pet.
“Period of Insurance”	the period during which the cover under this Policy is effective, as specified in the Policy Schedule.
“Protection Period”	the period during which the cover is effective corresponds to each pet sitting service booking as recorded and documented on the Policy Holder’s Pet Care Services Online Platform – Mind My Cat. The pet sitting service must be booked, confirmed and arranged through the Policy Holder’s Pet Care Services Online Platform – Mind My Cat.
“Registered Veterinary Surgeon”	a legally licensed veterinary surgeon or specialist veterinary surgeon, who is: 1. duly registered with the Veterinary Surgeons Board of Hong Kong pursuant to the Veterinary Surgeons Registration Ordinance (Cap. 529) of the Laws of Hong Kong or in relation to jurisdictions outside of Hong Kong, the body of equivalent standing, and 2. legally authorised to render veterinary services or practise veterinary surgery in Hong Kong but in no circumstance shall include any Insured Person, Insured Person’s insurance intermediary, Insured Person’s employer, Insured Person’s employee, Insured Person’s immediate family member, or Insured Person’s business partner.

PART 2 – BENEFITS

Section 1 – Veterinary Coverage

The Insurer will reimburse Insured Pet Owner the Medically Necessary Eligible Expenses incurred by Insured Pet arising from an Injury sustained from an Accident within the Risk Location & Geographical Limit during the Protection Period.

Section 2 – Public Liability

The Insurer will indemnify Insured Pet Sitter for compensation that Insured Pet Sitter become legally liable to pay as a pet sitter while rendering pet sitting service booked and arranged through Policy Holder's Pet Care Services Online Platform – Mind My Cat, for an Accident occurring within the Risk Location & Geographical Limit which causes Accidental Bodily Injury to third party or Accidental damage to third party's property during the Protection Period.

Exclusions applicable to Section 2:

The Insurer will not pay any claim for:

1. any liability in respect of Bodily Injury to any Insured Person and related parties including but not limited to family of the Insured Person and visitors of Insured Pet Owner's home;
2. any liability in respect of Bodily Injury or damage to property arising out of or incidental to the use of lifts or elevator;
3. any liability of Insured Pet Sitter which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
4. any sum which Insured Pet Sitter would have been entitled to recover from any party but for an agreement between Insured Pet Sitter and such party;
5. any liability in respect of
 - a. death or Bodily Injury under and pursuant to the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong) as may be amended from time to time or any legislation which replaces the same;
 - b. death or Bodily Injury including illness of any person arising out of and in the course of the employment of such person with Insured Pet Sitter; or
 - c. death of or Bodily Injury including illness to any person who is Insured Person's Family, and being in charge or under the control of Insured Person, or of a person acting on behalf of Insured Person, or engaged in Insured Person's service at the time of the Accident;
6. any liability in respect of loss of or damage to property belonging to Insured Person or in the charge, custody or under the control of Insured Person, or Insured Person's Family, Domestic Helper of Insured Person, or any servant or agent of Insured Person;
7. any liability in respect of
 - a. personal injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination;
 - b. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances; or
 - c. fines, penalties, punitive or exemplary damages;
8. any liability in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - a. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this subclause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
 - b. any chemical, biological, bio-chemical, or electromagnetic weapon;
9. any liability in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - a. asbestos; or
 - b. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos;
10. any liability in respect of any claim or loss or liability arising out of or is contributed to directly or indirectly by exposure to magnetic, electric or electromagnetic fields or radiation however caused or generated;
11. any liability in respect of death or bodily injury including illness of any person directly or indirectly caused by infectious disease which is listed in the Prevention and Control of Disease Ordinance (Chapter 599 of the Laws of Hong Kong) as at the date of the receipt by the Insurer of Policy Holder's or Insured Person's written notification of a claim identifying each and every person suffering from such death or illness, each and every place of occurrence and each circumstances thereof;
12. compensation for damages in respect of judgements not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong or costs and expenses of litigation recovered by any claimant from Insured Pet Sitter which are not incurred in and recoverable in Hong Kong;
13. any liability arising from wilful acts, malicious acts or intentional vandalism by Insured Pet Sitter;
14. any liability in respect of ownership, possession, driving or use of mechanically-propelled vehicles, aircraft, unmanned aircraft system or watercraft;
15. any liability in respect of use of any horse or arising out of hunting racing or polo; or
16. any liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
 - b. media or systems used in connection with any of the foregoing;

whether the property of Insured Pet Sitter or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote, represent or express a date including without limitation, the failure or inability to recognize, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with:

- i. recognizing, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in (16a) and (16b) above.

Section 3 – Accidental Death of Pets

In the event of death of Insured Pet caused solely and directly by an Accident occurred within the Risk Location & Geographical Limit and during Protection Period, the following benefits will be paid to the Insured Pet Owner:

1. Benefit will be \$10,000 for each Insured Pet.

Special Condition to Section 3:

The Insurer is entitled to request a post-mortem examination.

Section 4 – Personal Accident for Pet Sitters

The Insurer will pay the respective percentage of the Benefit Limit specified in the Policy Schedule in accordance with the table of benefits as shown below in the event that an Accident within Risk Location & Geographical Limit during the Protection Period while Insured Pet Sitter is rendering pet sitting service, which results in the death or any permanent disablement of the Insured Pet Sitter as listed in the table of benefit within twelve (12) months from the date of Accident.

Table of Benefit

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

The benefit amount is equal to the applicable “Benefit Limit” of “Personal Accident for Pet Sitters”, as set out in the Policy Schedule of this Policy, multiplied by the prescribed percentage.

Conditions applicable to Section 4:

1. The total benefit payable under this section shall not exceed 100% of the Benefit Limit payable for the “Personal Accident for Pet Sitters” regardless of the number of insured events occurred to Insured Pet Sitter during the Protection Period.
2. The total benefit payable under this section in respect of Bodily Injury to more than one portion of a limb or body part during the Protection Period shall not exceed the benefit amount payable in respect of the whole of that limb or body part.
3. For the avoidance of doubt, if benefit under this section is payable for an insured event in respect of permanent disablement occurred to a body part, no other benefits shall be payable in respect of such permanent disablement under this section.

Exclusion applicable to Section 4:

The Insurer shall not be liable for any loss caused by an injury which is a consequence of any kind of sickness.

PART 3 – GENERAL EXCLUSIONS

The Insurer shall not be liable to pay any claim in respect of or resulting from:

1. Services booked outside of Policy Holder’s Pet Care Services Online Platform – Mind My Cat (app- or web based).
Incidents or damages arising from a pre-consultation visit. Coverage only applies on the dates booked via Policy Holder’s Pet Care Services
2. Online Platform – Mind My Cat, or as amended and confirmed in writing through Policy Holder’s official communication channels. The booking must be paid for and confirmed prior to the day of the incident.
3. Treatment for injuries resulting from a breach of professional duty by the Insured Pet Sitter and/or by a violation of Policy Holder’s Pet Service Agreement and/or Pet Carer Agreement by either party.
4. Injuries to free roaming Insured Pet, while the Insured Pet is outside of the Insured Pet Owner’s property.
5. Pre-existing veterinary medical conditions, old age or illness of the Insured Pet.
6. Costs related to stress or anxiety, as well as self-inflicted wounds as a consequence of itching or scratching due to allergies.
7. Preventable conditions, such as flea, tick, worm or other parasite infestations.
8. Physiotherapy and other para-veterinary treatments, such as massage, acupuncture, etc.
9. Breed-specific conditions. Costs arising from illness, injury, or condition that is characteristic of, congenital to, or for which the animal’s breed is widely recognised as being predisposed.
10. Treatment for injuries caused by acts of nature.
11. Long-term vet care which extends over 30 days from the day of the Accident.
12. Damage to personal property of either the Insured Pet Owner or Insured Pet Sitter (such as damage to personal items, home and/or vehicles and/or cleaning costs).
13. Fees or costs incurred from cancellation or changes of holiday or travel arrangements as a result of a booking on Policy Holder’s Pet Care Services Online Platform – Mind My Cat.
14. Travel costs incurred as a result of a booking on Policy Holder’s Pet Care Services Online Platform – Mind My Cat.
15. Emotional distress caused as a result of a booking on Policy Holder’s Pet Care Services Online Platform – Mind My Cat.
16. Any compensation related to loss of income, or ongoing expense relating to the claim.
17. Any booking costs (related to the cancellation policy) as a result of cancellation by the sitter if the Insured Pet has a contagious illness before the start of the booking.
18. Visiting pets are not covered for any damage or injuries that may be sustained during Policy Holder’s Pet Care Services Online Platform – Mind My Cat booking.
19. Insured Pet sitter’s own pets.
20. Pet sitters who have any criminal convictions in the past 5 years relating to Cap.169 Prevention of Cruelty to Animals Ordinance or other violence related crimes.
21. Any kind of fighting dogs (as defined under Schedule 1 of Cap. 167D Dangerous Dogs Regulation) or knows dangerous dogs (as defined under Section 10(1) of Cap. 167D Dangerous Dogs Regulation).

PART 4 – GENERAL CONDITIONS

1. GOVERNING LAW

This Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. If any dispute or difference of any kind whatsoever ("Dispute") shall arise between the Insurer and the Policy Holder in connection with this Policy, both parties shall attempt, for a period of 30 (thirty) calendar days after the receipt of written notice from either party of the existence of the Dispute by the other party, to settle such Dispute in the first instance by mutual discussions between both parties.

Any dispute, controversy, difference or claim arising out of or relating to this policy contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it cannot be resolved by mutual agreement as described above within thirty (30) calendar days, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong Special Administrative Region. The number of arbitrators shall be one. If the parties are unable to agree on the choice of a sole arbitrator, the choice of arbitrator shall be submitted to the then Chairman of the HKIAC for decision.

2. FRAUD

If Insured Person or anyone acting on his/her behalf put forward any claim under this Policy knowing the same to be false or fraudulent, the Insurer will not be liable to make any payment in respect of such fraudulent claim.

3. 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 Insurer 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 Insurer 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 Insurer 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 Policyholder.

Based on the correct information and the Insurer's underwriting guidelines, the Application should have been rejected, the Insurer 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 Insurer may demand a refund of any benefits previously paid; and
- The Insurer shall refund the premium received for the current Policy Year only, subject to a reasonable administration charge.

4. NOTICE OF CLAIM

Policy Holder or Insured Person must give written notice of claim to the Insurer 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. All claims shall be made together with satisfactory proof to the Insurer, and all proof shall be rendered at his/her own expense or his/her representative's expense. The Insurer 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 the Insurer requesting such further information, and the claim is thereafter deemed to be abandoned.

5. BURDEN OF PROOF

Where the Insurer allege that by reason of provision of any exclusion which may be applicable, any loss is not covered by this Policy, the burden of proving that such loss covered shall be on the Policy Holder and/or Insured Person.

6. CURRENCY

All premiums and benefits payable under this Policy are in Hong Kong dollars.

7. PAYMENT OF CLAIMS

Benefits under this Policy shall be paid directly to Insured Person. All indemnities provided under this Policy will be paid only after the receipt of due proof upon the Insurer's approval.

8. PREMIUM PAYMENT WARRANTY

The monthly premium and/or any premium due must be received by the Insurer in full within thirty (30) days from the issue date of each invoice of the monthly declaration or the endorsement. Otherwise, the Insurer will reserve the right to withhold the claim payment until the overdue premium being settled in full.

9. CLERICAL ERROR

The Insurer's clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

10. 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.

11. SANCTION

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

12. COMPLIANCE WITH POLICY PROVISIONS

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

13. COLLECTION OF PERSONAL DATA

The Policy Holder and the Insured Person agreed that all personal data collected and held by the Insurer will be used according to the Insurer's Privacy Policy which is available at the Insurer's website.

14. TERMINATION OF AN INSURED PERSON'S INSURANCE

The coverage of a pet sitting service under the Policy shall automatically cease on the earliest of the following dates:

- a) upon expiry of its Protection Period; or
- b) when the claim has been paid.

15. OTHER INSURANCE

If any loss or damage covered under this Policy is also covered by any other source and/or insurance, The Insurer shall not be liable under this Policy except for any excess beyond the amount payable under such other source and/or insurance.