

## 目錄

### 條款及細則

第一部分 保險條文及保單.....	2
第二部分 一般條件 .....	4
第三部分 保費條文 .....	11
第四部分 續保條文 .....	12
第五部分 索償條文 .....	15
第六部分 保障條文 .....	16
第七部分 一般不保事項 .....	21
第八部分 釋義 .....	23
保障表 (包括保障範圍、保障金額及手術表) .....	29
保單資料頁 .....	46
第一補充文件 .....	47

## 條款及細則

### 第一部分 保險條文及保單

#### 保險條文

本條款及細則，連同保障表(包括手術表)及政府認可的相關補充文件(下簡稱「條款及保障」)，適用於以下由本公司按自願醫保計劃(下簡稱「自願醫保」)提供的認可產品－

**認可產品類別:** 標準計劃

**認可產品名稱:** 保泰自願醫保－標準計劃

在本條款及保障生效期間，若受保人罹患傷病，本公司必須按本條文賠償合資格費用。

所有賠償予保單持有人的保障，必須按合資格費用的實際金額作實報實銷賠償，並受本條款及保障和保單資料頁內列明的最高賠償額及分擔費用安排(如有)所規限。

#### 保單

保單持有人與本公司均同意－

1. 所有對本條款及保障的修訂必須按本條款及細則執行，否則該修訂不應視為有效。
2. 在投保申請文件內所有由受保人或為受保人作出的陳述均被視為申述，而非保證。
3. 在投保申請文件內及按本保單所要求，所有由受保人或為受保人作出的陳述及提供的資料，必須盡其所知所信，絕對真誠地提出。
4. 當保單持有人繳交全數首期保費後，本條款及保障將按保單資料頁內所列的保單生效日起生效。
5. 在本條款及保障生效及每次續保時，當以下兩者－
  - (a) 本保單的條款及保障；及
  - (b) 按第四部分第 1 (a)－(c)節所述政府所訂定標準計劃條款及保障的版本，

有任何互相抵觸或不相符之處時，

- (i) 只要涉及標準計劃條款及保障的範圍，將以對保單持有人或受保人較有利的條款及保障為準；及
- (ii) 只要涉及標準計劃條款及保障的範圍，對保單持有人或受保人加設額外約束或限制的條款及保障應視為無效。

上述 (i) 及 (ii) 項的規定皆不適用於本第一部分第 7 節、第六部分第 1(b) 及第 5 節和 **政府** 可能不時批准的其他豁免事項。

在以 **標準計劃條款及保障** 相關的條款及保障為準的情況下，有關條款及保障將被視作本 **保單** 的條款及保障的一部分。為免存疑，除了本第一部分第 7 節、第六部分第 1(b) 及第 5 節和 **政府** 可能不時批准的其他豁免事項外，**保單持有人** 或 **受保人** 在本 **保單** 的條款及保障下所享有的權利、權力、保障或權益，不得差於其在 **標準計劃條款及保障** 下可享有的權利、權力、保障或權益 (包括若 **保單持有人** 基於 **受保人** 獲得該等權利、權力、保障或權益的情況)。

6. 在本 **條款及保障** 生效或每次 **續保** 時，若本 **保單** 的保障範圍超過或有別於 **標準計劃條款及保障** 的保障範圍，即使涉及的條款及保障與 **標準計劃條款及保障** 有所不同，亦不會構成本第一部分第 5 節所述有抵觸或不相符的情況。
7. **本公司** 可以在首次簽發本 **條款及保障** 時，對 **受保人** 於 **投保申請文件** 內知會 **本公司** 的 **投保前已有病症**，及其他會影響其投保風險的因素，加設 **個別不保項目**。
8. **本公司** 確認，作為核保程序的一部分，**本公司** 有責任向 **保單持有人** 及 **受保人** 在 **投保申請文件** 內提問所有影響核保決定的資料。若 **本公司** 要求 **保單持有人** 及/或 **受保人** 披露，在遞交 **投保申請文件** 後至 **保單簽發日** 或 **保單生效日** (以較早日期為準) 前，相關資料的更新或改動，**本公司** 必須明確地向 **保單持有人** 及 **受保人** 作出該要求 (包括但不限於列載於投保申請表內)，在這情況下，**保單持有人** 及/或 **受保人** 均有責任知會 **本公司** 相關資料的更新及改動。每位 **保單持有人** 及 **受保人** 均有責任回覆問題，並披露問題所要求的重要事實。**本公司** 同意，若在 **投保申請文件** 內未有包括任何相關問題，將被視為 **本公司** 豁免 **保單持有人** 及 **受保人** 披露有關所需資料的責任。
9. **投保申請文件** 中所有問題及要求的資料必須充分具體及明確，並符合 **自願醫保** 的規則及規例，協助 **保單持有人** 及 **受保人** (按情況而定) 理解所需披露的資料，從而提供清晰而明確的回覆。如有爭議，**本公司** 必須負舉證責任，證明問題充分具體及明確。
10. 若 **保單持有人** 或 **受保人** 未有按本第一部分第 8 或 9 節披露有關資料，而相關的披露會對 **本公司** 的核保決定帶來實質影響時，**本公司** 有權行使按第二部分第 13 及 14 節所賦予的權利。

## 第二部分 一般條件

### 1. 合約詮釋

- (a) 按條款解釋所需，本**條款及保障**內表示男性性別的用詞，其含義將包括女性性別；單數用詞的含義將包括複數，反之亦然。
- (b) 所有標題均作方便參考之用，不應影響本**條款及保障**的詮釋。
- (c) 所列時間均為**香港**時間。
- (d) 除另行釋義外，本**條款及保障**內以斜體標註的詞彙需以第八部分所載涵意詮釋。

本**條款及保障**備有中文及英文版本。兩者均為正式版本，具相同效力。若兩者存有歧義，必須以較有利**保單持有人的**詮釋為準。

就相同的保障範圍而言，若本**保單**內任何條款及保障存有歧義，必須以較有利**保單持有人的**詮釋為準。在這情況下，除了本第一部分第7節、第六部分第1(b)及第5節和**政府**可能不時批准的其他豁免事項外，任何對本**條款及保障**的限制將被視為無效。

### 2. 冷靜期內取消條款及保障的安排

**保單持有人**可在冷靜期內行使權利取消本**條款及保障**及獲發還全數已付保費，但行使此項權利時，必須符合以下條件－

- (a) 取消要求必須由**保單持有人**簽署，並確保**本公司**於以下日期後起計的二十一 (21) 日內收到該要求，並以較先者為準－
  - (i) 本**條款及保障**和**保單資料頁**交付至**保單持有人**或其代表；或
  - (ii) 向**保單持有人**或其代表發出通知書，列明本**條款及保障**和**保單資料頁**已備妥及冷靜期何時屆滿；及
- (b) 若曾獲賠償或將獲得賠償，則不獲發還保費。

上述權利並不適用於**續保**。

行使此項權利時，**保單持有人**必須－

- (c) 退回本**條款及保障**和**保單資料頁**正本；及
- (d) 附有**保單持有人**簽署的信件（或以其他**本公司**接受的方式）要求取消本**條款及保障**。

在完成上述程序後，**本公司**將取消本**條款及保障**及全數發還已付保費。在此情況下，本**條款及保障**將被視為由**保單生效日**起無效，**本公司**亦無須承擔任何賠償責任。

### 3. 取消保單

冷靜期過後，若**保單持有人**在該**保單年度**期間沒有就本**條款及保障**獲得任何賠償，**保單持有人**可以在三十 (30) 日前以書面方式通知**本公司**要求取消本**條款及保障**。

此權利在首個（及其後的）**保單年度**的**條款及保障**續保後仍然適用。

### 4. 保障權益

若**受保人**接受**醫療服務**招致**合資格費用**，則需按招致該費用時適用的**條款及保障**作出賠償。不論如何，按本第二部分第 15 節，於本**保單**終止後三十 (30) 日內所招致的**合資格費用**，必須按本**保單**終止生效日的前一日適用的**條款及保障**作出賠償。

### 5. 轉讓

**保單持有人**不得轉讓本**條款及保障**的部分的權利、保障、義務及責任。**保單持有人**必須保證在本**條款及保障**的任何應付款項均不受任何信託、留置權或費用所約束。

### 6. 文書錯誤

任何文書記錄錯誤，將不會令原應有效的保障失效，或令原應終止的保障繼續生效。

### 7. 付款貨幣

任何以外幣索償的**合資格費用**，必須按**本公司**支付賠償當日，該貨幣在香港銀行公會發布的貨幣開市參考賣出牌價兌換成**港元**。若當日沒有可參考的兌換率，**本公司**必須參考緊接當日後的最新兌換率。若香港銀行公會沒有該外幣的兌換率，**本公司**會以**本公司**使用的銀行認可兌換率作為最終的安排。

### 8. 利息

除非另有列明，本**條款及保障**的一切賠償及費用均不會計算利息。

### 9. 本公司的責任

**本公司**必須時刻絕對真誠地履行本**保單**中列載的責任，並遵守**自願醫保**的規則及規例、**保險業監管**局頒布的有關指引，以及所有適用的法律及規例。

### 10. 規管法律

本保單必須在**香港**簽發並受**香港**法律管轄及闡釋。本公司及保單持有人均同意遵從**香港**法院的司法裁判權。

## 11. 排解糾紛

本公司及保單持有人必須盡力以友善方式解決就本保單所出現的糾紛、爭議及分歧，包括與本保單的有效性、無效性、條款違反或終止相關的事宜。如未能解決，在有關糾紛轉介至**香港**法院前，雙方亦可以（但沒有責任）透過各種另類排解糾紛程序處理，包括但不限於在雙方同意下以調解或仲裁方式進行。

雙方需要自行承擔另類排解糾紛程序的服務費用。

## 12. 責任

保單持有人及受保人必須遵守本保單條款的各項，並確定投保申請文件及聲明中的資料及申述均為正確，否則本公司將無須承擔本保單所訂明的任何責任。儘管有上述規定，除非因為保單持有人及受保人不遵守本保單條款，或在投保申請文件及聲明中提供失實的資料及申述，導致本公司的權益有實質的損失，否則本公司不得拒絕承擔本保單所訂明的責任。

## 13. 錯誤申報個人資料

在不損害本公司按本第二部分第 14 節中的權利（即因健康資料的失實陳述或欺詐的情況宣告保單無效的權利）下，若在投保申請文件或任何其後就相關申請（若本公司在第一部分第 8 節提出要求，則包括相關必需資料的任何更新及改動），提交予本公司的資料或文件中錯誤申報受保人的非健康相關資料（包括但不限於年齡、性別或吸煙習慣），從而可能影響本公司作出的風險評估，本公司可按正確資料調整過去、現在或未來保單年度的保費。若保單持有人因此需補交額外保費，本公司不會在補交前支付任何賠償。若保單持有人在**本公司**通知的保費到期日後三十一 (31) 日的寬限期內仍未補交保費，**本公司**有權行使本第二部分第 15 節賦予的權利，自保費到期日起終止本保單。若有多繳保費，**本公司**則必須予以退還。

若按受保人的正確資料及本公司的核保指引，認為受保人的投保申請應當被拒絕時，**本公司**有權宣告本保單自保單生效日起無效，並通知保單持有人，本保單不會為受保人提供保障。在此情況下，**本公司**將－

- (a) 有權追討已支付的賠償；及
- (b) 有責任退還已繳交的保費，

兩者均適用於現保單年度及過往所有保單年度，**本公司**亦有權收取合理的行政費用。上述退款安排必須與本第二部分第 14 節一致。

#### 14. 失實陳述或欺詐

本公司有權在下列情況下，宣告本保單自保單生效日起無效，並通知保單持有人，本保單不會為受保人提供保障－

- (a) 在投保申請文件，或在投保申請文件或其後就相關申請提交予本公司的資料或文件，其所作出的陳述或聲明中，就受保人健康狀況的重要事實作出失實聲明或遺漏資料（若本公司在第一部分第 8 節提出要求，則包括相關必需資料的任何更新及改動）。「重要事實」包括但不限於由本公司要求提供、會影響本公司對受保人的核保決定的事實，若披露該事實本公司有可能因而徵收附加保費，增加個別不保項目或拒絕投保申請。為免存疑，本(a)段並不適用於本第二部分第 13 節關於受保人非健康相關資料；或
- (b) 在投保申請文件中或索償時，作出欺詐或有欺詐成分的申述。

本公司必須負舉證責任證明(a)及(b)為真確。按第一部分第 8 或 9 節，本公司有責任查詢所有影響核保決定的重要事實。

在(a)的情況下，本公司將－

- (i) 有權追討已支付的賠償；及
- (ii) 有責任退還已繳交的保費，

兩者均適用於現保單年度及過往所有保單年度，本公司亦有權收取合理的行政費用。

在(b)的情況下，本公司將－

- (iii) 有權追討已支付的賠償；及
- (iv) 有權不退還已繳交的保費。

#### 15. 終止保單

本保單將在以下情況時自動終止，以最先者為準－

- (a) 按本第二部分第 13 節或第三部分第 3 節規定，保單持有人在寬限期屆滿時仍未繳交保費；或
- (b) 受保人身故翌日；或
- (c) 本公司不再獲《保險業條例》授權承保或繼續承保本保單。

若保單按本第 15 節終止，將以終止生效日的 00:00 時起失效。

在本保單終止後，本保單的保障亦即告終止。除非另有說明，任何現保單年度及過往所有保單年度已繳交的保費，均不獲退還。

若保單是按(a)終止，終止生效日為未付保費的原到期日。

若保單是按(b)或(c)終止，則本公司必須按比例退還現保單年度已支付的相關保費。

若保單持有人按本第二部分第3節或第四部分第1節（視情況而定），決定取消本保單或不再續保，本保單亦會被終止，惟保單持有人必須向本公司提供所需的書面通知作實。若本保單是按本第二部分第3節的規定終止，則終止的生效日為保單持有人發出的取消通知中所述的日期，但該日期不得在本第二部分第3節要求的通知期開始前或通知期內。若受保人未按第四部分第1節的規定續保，則終止的生效日為本保單最後有效的保單年度屆滿後的續保日。

若本保單是按本第15節(a)或(c)終止，而受保人在保單終止前罹患傷病並因此住院或接受訂明非手術癌症治療，則就有關傷病的住院或治療，所招致的合資格費用仍可獲得保障，直至(i)受保人出院或完成治療或(ii)本保單終止後的第三十(30)日，以較先者為準，並按本保單終止生效日前一日適用的條款及保障作出賠償。本公司有權從任何保障賠償中扣除按本第二部分第13節所指的所有到期未付的保費。

為免存疑，若本保單包含認可產品以外的其他附加保障，當本公司取消或縮減這些附加保障時－

- (d) 本認可產品的條款及保障會繼續生效，不帶來負面影響；及
- (e) 對本條款及保障中根據認可產品簽發的部分的延續性，以及對本公司繼續符合承保本條款及保障的牌照要求均不帶來負面影響。

## 16. 致本公司的通知

本公司要求保單持有人必須以書面，或其他獲得本公司認可的方式，發出所有致本公司的通知，並必須以本公司為收件人。

## 17. 致保單持有人的通知

本公司就本保單發出的通知必須以郵寄方式寄到保單持有人通知本公司的最新地址，或透過電子郵件傳送到保單持有人通知本公司的最新電郵地址。在下列情況下，保單持有人將被視為正式收到通知－

- (a) 郵寄後兩(2)個工作日；或
- (b) 電子郵件的發出日期及時間。

## 18. 其他保障

若保單持有人擁有本認可產品以外的其他保障，保單持有人將有權向該等保障或本認可產品進行索償。不論如何，若保單持有人或受保人已從其他保障索償全部或部分費用，則本公司只會對未被其他保障賠償的合資格費用（如有）作出賠償。



## 19. 保單擁有權及責任的履行

本公司將以保單持有人為本保單的絕對擁有人，本公司無須確認保單持有人外的其他方於本保單中的衡平法權益或其他利益。賠償保障利益予保單持有人將被視為本公司已充分及有效履行本保單上的責任。

## 20. 更改保單擁有權

由本公司酌情決定並經批准後，保單持有人可透過本公司指定的表格，轉移本保單的擁有權。表格必須交予本公司，並經由本公司批核。本公司必須處理本保單續保時提出的轉移擁有權申請，並不得向保單持有人及其承繼人收取行政費用。轉移保單擁有權必須在本公司向原保單持有人及其承繼人發出書面通知批准後方為生效。自擁有權轉移生效日起，承繼人將被視為保單持有人，並按本第二部分第 19 節成為本保單的絕對擁有人，同時必須負責繳交保費（包括到期未付的保費）。

本公司不可否決保單持有人轉移保單擁有權至下列人士的申請－

- (a) 年滿十八 (18) 歲的受保人；
- (b) 受保人的家長或監護人（如受保人為未成年人）；或
- (c) 按本公司當時適用的核保的慣常做法下，可接受的受保人的親屬。本公司必須備妥該等核保慣常做法以供保單持有人查閱。

## 21. 保單持有人身故

保單持有人可預先提名一人，在其身故時成為本保單的承繼人。若保單持有人生前未有提名任何承繼人，或指定承繼人拒絕接受本保單的轉移，本保單的擁有權將轉移至－

- (a) 年滿十八 (18) 歲的受保人；或
- (b) 受保人的家長或監護人（如受保人為未成年人）。若家長或監護人拒絕接受本保單的轉移，本保單的擁有權將轉移至保單持有人的遺產管理人或執行人。

上段所述保單擁有權的轉移必須在本公司獲得保單持有人身故的充分證據後方可進行。

## 22. 第三者權利

任何非本保單合約一方的人士或法人，不能按《合約（第三者權利）條例》（香港法例第 623 章）強制執行本保單的任何條款。

## 23. 代位追討權

在本公司按本保單支付賠償後，本公司有權以保單持有人及 / 或受保人的名義，對可能需就導致本保單作出賠償的事故負責的第三者進行追討。本公司需支付所涉及費用，討回的款項亦歸本公司

所有，並以 **本公司**就本**保單**支付該事故的賠償金額為限。在追討過程中，**保單持有人**及 / 或**受保人**必須提供全部或已知的第三者過失詳情及充分與**本公司**合作。為免存疑，上述代位追討權只適用於當第三者並非**保單持有人**或**受保人**的情況。

## 24. 對第三者的訴訟

按本**保單**所述，**保單持有人**或**受保人**對任何**註冊醫生**、**醫院**或其他醫療服務提供者，因任何原因或理由所提出的損害進行訴訟或另類排解糾紛程序，**本公司**並無責任參與、就其作出回應或辯護（或支付其相關的費用），當中包括但不限於就以下情況出現的訴訟或另類排解糾紛程序：按本**保單**的條款，因檢查或治療**受保人**的**傷病**，過程中所牽涉及的疏忽、失職、專業失當行為或其他事件。

## 25. 寬免

任何合約一方寬免合約另外一方違反本**保單**條文的情況，將不會被視為獲得日後違反該條文或任何其他條文的寬免。任何一方不行使或延遲行使本**保單**下任何權利時，亦不會被釋義為該權利的寬免。任何寬免必須經**本公司**及**保單持有人**雙方同意，方可生效，而合約雙方仍須履行寬免範圍外，本**保單**所列的權利及責任。

## 26. 遵守法律

若本**保單**在適用於**保單持有人**或**受保人**的法律下已經或將會不合法，**本公司**有權從被判定為不合法日期起終止本**保單**，並需要按比例退還本**保單**終止後期間已收取的保費。

## 27. 個人資料私隱

**本公司**必須遵守《個人資料（私隱）條例》（香港法例第 486 章）及有關守則、指引及通函。

### 第三部分 保費條文

#### 1. 應付保費

本條款及保障的應支付保費僅包括－

- (a) 按本公司現行採用的標準保費表內的標準保費；及
- (b) 附加保費（如適用）。

#### 2. 繳交保費

應付的保費金額會在本保單資料頁及/或第四部分第3節所指的續保通知內列明。不論是按每個保單年度或經本公司同意下以分期方式繳交的保費，均需在保費到期日前繳交，本公司才會支付賠償。除非在本保單中另有說明，保費一經繳交將不獲退還。

保費到期日、續保日及保單年度均參照保單資料頁及/或第四部分第3節所指的續保通知內指明的保單生效日釐定。第一期保費將於保單生效日到期。

#### 3. 寬限期

本公司將給予保單持有人三十一(31)日繳交保費的寬限期，由每期保費到期日起計。本保單於寬限期內仍然生效，惟在收到保費前，本公司於該期間內不會支付任何賠償，直至保費已獲繳清。若在寬限期屆滿後保單持有人仍未繳清保費，本保單即於保費到期日起當日終止。

## 第四部分 續保條文

本條款及保障會在繳交保費後於保單生效日起生效，並按本第四部分條款在每個保單年度續保，保證續保受保人至年齡一百（100）歲。

### 1. 續保

本公司將按下列 (a) - (c) 段續保本條款及保障：

- (a) 除本公司不再獲《保險業條例》授權承保本條款及保障，或終止與政府註冊為自願醫保的產品提供者，或保單持有人按照第二部分第 3 節所述，於三十 (30) 日前以書面通知本公司決定不續保本條款及保障的情況外，將按以下安排續保：本條款及保障將按不差於續保時由政府公布最新版本的標準計劃條款及保障（當中第一部分第 7 節、第六部分第 1(b) 及第 5 節和政府不時批准的其他豁免事項則除外）自動續保。
- (b) 若本公司於續保時將會或已終止與政府註冊為自願醫保的產品提供者，但仍獲《保險業條例》授權承保本條款及保障，將按以下安排續保：本條款及保障將按不差於本公司終止與政府註冊為自願醫保的產品提供者時由政府公布最新版本的標準計劃條款及保障（當中第一部分第 7 節、第六部分第 1(b) 及第 5 節和政府不時批准的其他豁免事項則除外）自動續保。
- (c) 若本公司在終止與政府的註冊後，重新與政府註冊為自願醫保的產品提供者，於重新註冊生效當日或緊接的續保日，將按以下安排續保：本條款及保障將按不差於續保時由政府公布最新版本的標準計劃條款及保障（當中第一部分第 7 節、第六部分第 1(b) 及第 5 節和政府不時批准的其他豁免事項除外）自動續保。

按以上(a) - (c) 段所述的續保情況下，任何其他對條款及保障的修訂應適用於所有同一類別保單，並且不可與以上(a)，(b) 或 (c) 段（按情況而定）相違背及導致與續保前比較時，出現適用於本條款及保障的賠償限額被減少或共同保險或自付費增加的情況出現。

### 2. 調整保費

不論本公司在續保時有否修訂本條款及保障，本公司將有權按當時採用的標準保費表向所有同一類別保單調整標準保費。為免存疑，若附加保費設定為標準保費的某個百分比（即附加保費率），應付的附加保費金額將會按標準保費的變動自動調整。

在每個保單年度內及續保時，本公司不得因受保人的健康狀況變化而增加附加保費率（或在附加保費是以定額而非設定為標準保費某個百分比的情況下，增加其附加保費的定額），或增加受保人的個別不保項目。

### 3. 續保通知

不論本公司在續保時有否修訂本條款及保障，本公司應按本第 3 節的條款，在續保日前不少於三十(30)日向保單持有人發出書面通知。

該書面通知必須指明續保保費及續保日。若本公司在續保時，修訂了本條款及保障，本公司在發出書面通知書時，必須備妥已修訂的條款及保障，以供保單持有人參閱。經修訂的條款及保障及續保保費將由續保日起生效。

### 4. 除指定情況外不可重新核保

不論受保人的健康狀況自保單簽發日或保單生效日(以較早日期為準)起發生任何變化，在本條款及保障生效期間，本公司無權重新核保本條款及保障。

不論本條款及保障在符合第四部分第 1 節的情況下有任何改動，本公司無權重新核保本條款及保障。此限制適用於任何改動，包括但不限於本條款及保障容許的任何保障的升降或增刪，不論該改動是涉及本條款及保障的任何部分。

本公司僅在下列情況下有權重新核保本條款及保障－

- (a) 保單持有人要求本公司在續保時，按本公司的核保慣常做法對本條款及保障進行重新核保，藉此減低附加保費或取消個別不保項目。為免存疑，即使本公司拒絕上述要求或保單持有人不接受重新核保的結果，本公司亦無權終止或不續保本條款及保障；
- (b) 在任何時候，當保單持有人要求在本條款及保障增加額外保障（如有），或轉換為另一份提供更佳或額外保障的保險計劃（在這種情況下，重新核保的範圍只限於涉及更佳或額外保障的部分）。
  - (i) 不論如何，在任何時候，保單持有人要求取消本條款及保障中新增的額外保障（如有），或轉換為另一份較低或較少保障的保險計劃，本公司無權重新核保本條款及保障，惟可按本公司現行處理類似要求的慣常做法接受或拒絕該要求；及
  - (ii) 即使本公司拒絕上述要求或保單持有人不接受重新核保的結果，本公司亦無權終止或不續保本條款及保障；
- (c) 當受保人改變居住地；

續保本條款及保障時，本公司有權因受保人的居住地改變重新核保本條款及保障，前提是－

- (i) 在本條款及保障生效前，本公司進行核保時已考慮受保人的居住地；
- (ii) 在遞交投保申請文件時，本公司已通知保單持有人，續保本條款及保障時需就居住地的改變重新核保；
- (iii) 本公司需管有相關的核保指引，當中明確地表明居住地的改變將如何影響核保結果，並備妥以供保單持有人查詢；
- (iv) 本公司重新核保時僅可考慮上述改變（即受保人的居住地改變的因素）；及

(v) 重新核保的結果，對**保單持有人**及**受保人**而言，可以是有利或不利。

就本(c)段而言，**本公司**有責任要求**保單持有人**在**續保**時通知**本公司**，**受保人**的**居住地**是否有別於上一個**續保日**（或**保單生效日**，如屬首次**續保**）。**保單持有人**在收到要求後，有責任通知**本公司**相關改變。

(d) 當**受保人**改變職業

**續保本條款及保障**時，**本公司**有權因**受保人**的職業改變重新核保**本條款及保障**，前提是

- (i) 在本**條款及保障**生效前，**本公司**進行核保時已考慮**受保人**的職業；
- (ii) 在遞交**投保申請文件**時，**本公司**已通知**保單持有人**，**續保本條款及保障**時需就職業的改變重新核保；
- (iii) **本公司**必須管有相關的核保指引，當中明確地表明職業的改變將如何影響核保結果，並備妥以供**保單持有人**查詢；
- (iv) **本公司**重新核保時僅可考慮上述改變（即**受保人**的職業改變的因素）；及
- (v) 重新核保的結果，對**保單持有人**及**受保人**而言，可以是有利或不利。

就本(d)段而言，**本公司**有責任要求**保單持有人**在**續保**時通知**本公司**，**受保人**的職業是否有別於上一個**續保日**（或**保單生效日**，如屬首次**續保**）。**保單持有人**在收到要求後有責任通知**本公司**相關改變。

**本公司及保單持有人**均確認－

- (e) 若**本公司**按本第四部分的條款有權或在有需要時，按某些因素在**續保**過程中重新核保**本條款及保障**，**本公司**必須按本第四部分的條款及當時的核保指引，並在重新核保時只考慮相關因素；及
- (f) 在重新核保後，**本公司**可終止**本條款及保障**、徵收**附加保費**、調高或降低原有的**附加保費**、增加**個別不保項目**，以及修訂或取消原有的**個別不保項目**。

## 第五部分 索償條文

### 1. 提交索償申請

所有就本條款及保障作出的索償申請必須於**受保人**出院或進行及完成相關**醫療服務**（當沒有**住院**時）當日起九十（90）日內提交予**本公司**。提交索償申請時必須包括下列文件及資料，否則有關索償申請會被視為無效或不完整，而**本公司**亦不會給予賠償—

- (a) 所有收據正本及 / 或分項賬單正本連同診斷、治療類別、治療程序、檢測或服務的證明；及
- (b) 所有**本公司**合理要求的相關資料、證明書、報告、證據、轉介信及其他數據或資料。

若**保單持有人**的索償申請未能於上述期限內提交，**保單持有人**必須通知**本公司**，否則**本公司**將有權拒絕其於上述期限後提交的索償申請。

所有在**本公司**合理要求下，而**保單持有人**理應能提供的相關證明書、資料及證據，其所需費用必須由**保單持有人**支付。在收到**保單持有人**提交所有(a)及(b)項的資料後，若**本公司**仍需索取更多證書、資料及證據以核實索償，相關費用則必須由**本公司**負責。

### 2. 可賠償金額估算

**受保人**在接受**醫療服務**前，**保單持有人**可要求**本公司**按本條款及保障估算賠償金額。在提出要求時，必須附上由**醫院**及 / 或主診**註冊醫生**所估算的金額（按當時**香港**適用的規管私營醫療機構相關法律及規例要求提供）。**本公司**收到要求後，必須按**醫院**及 / 或主診**註冊醫生**作出的估算，通知**保單持有人**可賠償金額的估算，而該估算只供參考，最終的賠償金額必須按本第五部分第1節(a)及(b)項所提供的實際費用證明而釐定。

### 3. 法律行動

在**本公司**收到按本條款及保障要求的所有索償證據後的首六十（60）日內，**保單持有人**不可就應付的索償金額採取任何法律行動。

### 4. 醫療檢查

索償時，**本公司**有權要求**受保人**接受由**本公司**指定的**註冊醫生**進行身體檢查，相關費用由**本公司**承擔。

## 第六部分 保障條文

### 1. 一般條件

#### (a) 保障地域範圍

除本第六部分第 3(l) 節的精神科治療外，本條款及保障內所有保障均全球適用。

#### (b) 終身保障限額

本條款及保障內所有保障均不設終身保障限額。

#### (c) 選擇醫療服務提供者

本條款及保障內所有保障均不設選擇醫療服務提供者的限制，包括但不限於註冊醫生及醫院。

#### (d) 選擇病房級別

本條款及保障內所有保障均不設醫院病房級別選擇的限制。

### 2. 住院及非住院保障

按本條款及保障，當受保人在本條款及保障生效期間因傷病，並在註冊醫生的建議下－

- (a) 住院；或
- (b) 接受任何日間手術、訂明診斷成像檢測或訂明非手術癌症治療，

本公司將按本第六部分第 3 節所列明的保障項目，賠償合理及慣常的合資格費用。

為免存疑，當受保人接受住院治療，但該次住院被視為非醫療所需，則因該次住院所招致的費用不會被視為上述 (a) 段所指的合資格費用。不過，保單持有人將仍有權就該次住院期間，符合上述 (b) 段內所列明的醫療服務招致的相關合資格費用提出索償。

本條款及保障可賠償的合資格費用不會超過受保人所接受醫療服務的實際開支，並必須受保障表內的保障限額所規限。

為免存疑，本條款及保障只會賠償受保人接受醫療服務的合資格費用。除非另有說明，受保人以外的人士所接受的醫療服務費用均不獲賠償。

### 3. 保障項目

本第六部分第 2 節所保障的合資格費用，必須按下列保障項目作賠償－

本頁內容屬於自願醫保認可產品(編號: S00023)的條款及保障。



### (a) 病房及膳食

本保障將賠償**受保人**在**住院**或接受任何**日間手術**或**訂明非手術癌症治療**期間，**醫院**就其住宿及膳食收取的**合資格費用**。

### (b) 雜項開支

本保障將賠償**受保人**於**住院**期間或在接受任何**日間手術**當日，就接受**醫療服務**所收取的雜項開支的**合資格費用**，包括－

- (i) 往返**醫院**的救護車服務；
- (ii) 施行麻醉及提供氧氣；
- (iii) 輸血行政費；
- (iv) 敷料及石膏模；
- (v) 在**住院**或任何**日間手術**期間服用的處方藥物；
- (vi) 在出院時或完成**日間手術**後處方，以供其後四（4）星期內使用的藥物；
- (vii) 於本第六部分第 3(h)節保障以外的額外手術用具、儀器及裝置，以及手術中使用的植入儀器或裝置、即棄用品及消耗品；
- (viii) 醫療用即棄用品、消耗品、儀器及裝置；
- (ix) 診斷成像服務，包括超聲波及 X 光以及其分析，但不包括本第六部分第 3 (i) 節所列的**訂明診斷成像檢測**；
- (x) 靜脈注射，包括注射液；
- (xi) 化驗及其報告，包括為**住院**期間的手術或治療程序或**日間手術**所進行的病理學檢驗；
- (xii) **住院病人**租用輔助步行器具及輪椅的費用；及
- (xiii) **住院**期間的物理治療、職業治療及言語治療。

### (c) 主診醫生巡房費

若**受保人**在**住院**期間內任何一日接受**註冊醫生**的診治，本保障將賠償由該主診**註冊醫生**就巡房或診症收取的**合資格費用**。

### (d) 專科醫生費

若**受保人**在**住院**期間內任何一日，在主診**註冊醫生**的書面建議下接受**專科醫生**（並非本第六部分第 3(c)節所指的主診**註冊醫生**）的診治，本保障將賠償由該**專科醫生**就巡房或診症收取的**合資格費用**。

### (e) 深切治療

若**受保人**在**住院**期間內任何一日入住**深切治療部**，本保障將賠償就接受深切治療服務所收取的**合資格費用**。

為免存疑，已獲本保障賠償的**合資格費用**，不會再獲本第六部分第 3(a)節的賠償。

#### (f) 外科醫生費

本保障將賠償**受保人**在**住院**期間，或在為**日症病人**提供**醫療服務**的設備下，主診**外科醫生**為其進行手術所收取的**合資格費用**。

本保障將按**手術表**所列相關手術的分類及該手術本身所屬分類作賠償，而**政府**會不時審視**手術表**的內容及分類。若需進行的手術並無列於**手術表**內，**本公司**可按照**政府**刊登的憲報或其他相關出版物或資料，包括但不限於在進行該手術的所在地，其政府、相關監管機構及醫學組織認可的收費表，合理地決定該手術的分類。

#### (g) 麻醉科醫生費

在按本第六部分第 3(f)節的**外科醫生費**可獲賠償的情況下，本保障將賠償**麻醉科醫生**就相關手術所收取的**合資格費用**。

#### (h) 手術室費

在按本第六部分第 3(f)節的**外科醫生費**可獲賠償的情況下，本保障將賠償在手術期間使用手術室（包括但不限於治療室及康復室）的**合資格費用**。

為免存疑，在手術室內需個別收費的額外手術用具、儀器及裝置則將按本第六部分第 3(b)節賠償。

#### (i) 訂明診斷成像檢測

本保障將賠償**受保人**在**住院**期間，或在為**日症病人**提供**醫療服務**的設備下，因檢查或治療**傷病**進行**訂明診斷成像檢測**所收取的**合資格費用**，有關檢測必須在主診**註冊醫生**的書面建議下進行。本保障需按本第六部分第 5 節及**保障表**列明的**共同保險**作出賠償。

#### (j) 訂明非手術癌症治療

本保障將賠償**受保人**在**住院**期間，或在為**日症病人**提供**醫療服務**的設備下，接受**訂明非手術癌症治療**所收取的**合資格費用**，包括在接受治療期間就進行治療計劃、監察預後及病況進展的**專科醫生門診收費**。

為免存疑，有關**訂明診斷成像檢測**的**合資格費用**將按本第六部分第3(i)節賠償。

#### (k) 入院前或出院後 / 日間手術前後的門診護理

本保障將賠償以下**合資格費用** –

- (i) **受保人在住院或日間手術前**所需的門診或**急症**診症（包括但不限於診症、處方西藥或診斷檢測）；及
- (ii) **受保人在出院或日間手術後**，由主診**註冊醫生**提供或書面建議的跟進門診（包括但不限於診症、處方西藥、敷藥、物理治療、職業治療、言語治療或診斷檢測）。有關門診必須在**保障表**列明的期間進行，並與需要**住院**或進行**日間手術**的**傷病**（包括其併發症）直接有關。

就上述 (i) 及 (ii) 段的保障而言，**訂明診斷成像檢測**及**訂明非手術癌症治療**將分別按本第六部分第3(i)及(j)節作出賠償。

#### (l) 精神科治療

本保障將賠償**受保人在專科醫生建議下**，在**香港境內住院**接受精神科治療所收取的**合資格費用**。

本保障將取代本第六部分第3(a)至(k)節的保障項目賠償。為免存疑，若**受保人並非純粹為接受精神科治療住院**，則本保障只會賠償與精神科治療相關**醫療服務**的**合資格費用**。在**合資格費用**同時涉及精神科治療與非精神科治療但未能明確分攤費用的情況下，如精神科治療為最初導致**住院**的原因，有關**合資格費用**會全數由本保障賠償；如精神科治療並非最初導致**住院**的原因，則有關**合資格費用**會全數由以上第3(a)至(k)節的保障項目賠償。

### 4. 投保前已有病症

所有在**投保申請文件**或任何其後就相關申請提交予**本公司**的資料或文件（若**本公司**在第一部分第8節提出要求，則包括相關必需資料的任何更新及改動）中，向**本公司**披露的**投保前已有病症**，除非受**個別不保項目**（如有）所規限，**本公司**將按本**條款及保障**賠償該病症的**合資格費用**。**本公司**可因應在**投保申請文件**或任何其後就相關申請提交予**本公司**的資料或文件（若**本公司**在第一部分第8節提出要求，則包括相關必需資料的任何更新及改動）中披露的**投保前已有病症**或影響可保性的因素，對本**條款及保障**加設**個別不保項目**。在**保單簽發日**或**保單生效日**（以較早日期為準）後，除在第四部分第4節列明的情況外，**本公司**將無權再加設任何**個別不保項目**。

至於**保單持有人**或**受保人**在遞交**投保申請文件**（若**本公司**在第一部分第8節提出要求，則包括相關所需資料的任何更新及改動）時不察覺，及理應不察覺的**投保前已有病症**，**本公司**將按本**條款及保障**，並以下述的等候期與賠償比率賠償**合資格費用** –

首個保單年度	沒有保障
第二個保單年度	按保障限額賠償百分之二十五
第三個保單年度	按保障限額賠償百分之五十
第四個保單年度起	按保障限額全數賠償

為免存疑，若保單持有人或受保人在遞交投保申請文件（若本公司在第一部分第 8 節提出要求，則包括所需資料的任何更新及改動）時不察覺，及理應不察覺該投保前已有病症，本公司將無權因此重新核保或終止本條款及保障。

若保單持有人或受保人沒有按要求於投保申請文件（若本公司在第一部分第 8 節提出要求，則包括所需資料的任何更新及改動）中披露受保人的投保前已有病症，而該投保前已有病症在投保前已接受治療或被確診，或保單持有人或受保人在遞交投保申請文件（若本公司在第一部分第 8 節提出要求，則包括所需資料的任何更新及改動）時已察覺或理應察覺該病症出現的病徵或症狀，本公司有權因而宣告本條款及保障無效，並有權追討已支付的賠償及/或拒絕提供本條款及保障的保障。在該情況下，本公司將按第二部分第 14 節退還已繳交的保費。本公司必須就此情況負上舉證的責任。

## 5. 分擔費用規定

保單持有人必須支付本第六部分及保障表內列明適用於訂明診斷成像檢測的共同保險。為免存疑，共同保險並非指在實際費用超出本條款及保障賠償限額的情況下，保單持有人需支付的任何差額。

## 第七部分 一般不保事項

按本條款及保障，本公司不會賠償與下列項目相關或由其引致的費用 -

1. 任何非**醫療所需**治療、治療程序、藥物、檢測或服務的費用。
2. 若純粹為接受診斷程序或專職醫療服務（包括但不限於物理治療、職業治療及言語治療）而**住院**，該**住院**期間所招致的全部或部分費用。惟若該等程序或服務是在**註冊醫生**建議下因而進行**醫療所需**的診斷，或無法以為**日症病人**提供**醫療服務**的方式下有效地進行的**傷病**治療，則不屬此項。
3. 在**保單生效日**前，因感染或出現人體免疫力缺乏病毒（“HIV”）及其相關的**傷病**所招致的費用。不論**保單持有人**或**受保人**在遞交**投保申請文件**（若本公司在第一部分第 8 節提出要求，則包括相關必需資料的任何更新及改動）時是否知悉，若此**傷病**在**保單生效日**前已存在，本條款及保障則不會賠償此**傷病**。若無法證明初次感染或出現此**傷病**的時間，則此**傷病**於**保單生效日**起計五 (5) 年內發病，將被推定為於**保單生效日**前已感染或出現；若在這五 (5) 年後發病，將被推定為於**保單生效日**後感染或出現。

惟本第 3 節的不保事項並不適用於因性侵犯、醫療援助、器官移植、輸血或捐血、或出生時受 HIV 感染所引致的**傷病**，有關賠償將按本條款及保障內其他條款處理。
4. 因倚賴或過量服用藥物、酒精、毒品或類似物質（或受其影響）、故意自殘身體或企圖自殺、參與非法活動、或性病及經由性接觸傳染的疾病或其後遺症（HIV 及其相關的**傷病**將按本第七部分第 3 節處理）的**醫療服務**費用。
5. 以下服務的收費 -
  - (a) 以美容或整容為目的的服務，惟**受保人**因**意外**而**受傷**，並於**意外**後九十 (90) 日內接受的必要**醫療服務**則不屬此項；或
  - (b) 矯正視力或屈光不正的服務，而該等視力問題可透過驗配眼鏡或隱形眼鏡矯正，包括但不限於眼部屈光治療、角膜激光矯視手術 (LASIK)，以及任何相關的檢測、治療程序及服務。
6. 預防性治療及預防性護理的費用，包括但不限於並無症狀下的一般身體檢查、定期檢測或篩查程序、或僅因**受保人**及/或其家人過往病歷而進行的篩查或監測程序、頭髮重金屬元素分析、接種疫苗或健康補充品。為免存疑，本第 6 節並不適用於 -
  - (a) 為了避免因接受其他**醫療服務**引起的併發症而進行的治療、監測、檢查或治療程序；
  - (b) 移除癌前病變；及
  - (c) 為預防過往**傷病**復發或其併發症的治療。
7. 牙科醫生進行的牙科治療及口腔頷面手術的費用，惟**受保人**因**意外**引致在**住院**期間接受的**急症治療**及手術則不屬此項。出院後的跟進牙科治療及口腔手術則不會獲得賠償。

8. 下列 **醫療服務** 及輔導服務的費用 - 產科狀況及其併發症，包括但不限於懷孕、分娩、墮胎或流產的診斷檢測；節育或恢復生育；任何性別的結紮或變性；不育（包括體外受孕或任何其他人工受孕）；以及性機能失常，包括但不限於任何原因導致的陽萎、不舉或早泄。
9. 購買屬耐用品的醫療設備及儀器的費用，包括但不限於輪椅、床及家具、呼吸道壓力機及面罩、可攜式氧氣及氧氣治療儀器、血液透析機、運動設備、眼鏡、助聽器、特殊支架、輔助步行器具、非處方藥物、家居使用的空氣清新機或空調及供熱裝置。為免存疑，**住院**期間或**日間手術**當日所租用的醫療設備及儀器則不屬此項。
10. 傳統中醫治療的費用，包括但不限於中草藥治療、跌打、針灸、穴位按摩及推拿，以及另類治療，包括但不限於催眠治療、氣功、按摩治療、香薰治療、自然療法、水療法、順勢療法及其他類似的治療。
11. 按接受治療、治療程序、檢測或服務所在地的普遍標準（或尚未經當地認可機構批准）界定為實驗性或未經證實醫療成效的醫療技術或治療程序的費用。
12. **受保人**年屆八(8)歲前發病或確診的**先天性疾病**所招致的**醫療服務**費用。
13. 已獲任何法律，或由任何政府、僱主或第三方提供的醫療或保險計劃賠償的**合資格費用**。
14. 因戰爭（不論宣戰與否）、內戰、侵略、外敵行動、敵對行動、叛亂、革命、起義、或軍事政變或奪權事故所招致的治療費用。

## 第八部分 釋義

本條款及保障中使用的字詞及表述必須按照以下所述解釋 –

- 「意外」 是指因暴力、外在及可見因素引致的突發事故，並且完全非**受保人**所能預見及控制。
- 「年齡」 是指**受保人**的實際年齡。
- 「每年保障限額」 是指**本公司**在每個**保單年度**內向**保單持有人**支付的最高賠償限額，不論任何在**保障表**中所列的保障項目是否已經達到其相關項目的賠償限額。  
**每年保障限額**在每個新**保單年度**會重新計算。
- 「投保申請文件」 是指向**本公司**就本**認可產品**遞交的投保申請，包括與該投保申請有關的投保申請表格、問卷、可保性的證明、任何已提交的文件或資料，以及已作出的陳述及聲明（若**本公司**在第一部分第8節提出要求，則包括相關必需資料的任何更新及改動）。
- 「保障表」 是指本**條款及保障**所附的保障表，當中必須列明所涵蓋的保障項目及最高賠償限額。
- 「個別不保項目」 是指**本公司**可按**受保人**的**投保前已有病症**或其他影響其可保性的因素，就特定的**不適**或**疾病**而加設的不保承項目，訂明在本**條款及保障**中不保障。
- 「認可產品」 是指經**政府**認可為符合**自願醫保**內相關合規要求的保險產品內所有條款及保障(包括任何**補充文件**)。本**認可產品**內容包括本**條款及細則**和**保障表**及以下文件 –  
(a) 第一補充文件
- 「共同保險」 是指**保單持有人**在支付每個**保單年度**的**自付費**後(如有)，必須按比率分擔的**合資格費用**。為免存疑，**共同保險**並非指在實際費用超出本**條款及保障**賠償限額的情況下，**保單持有人**需支付的任何差額。
- 「本公司」 是指保泰人壽保險有限公司。
- 「住院」 是指**受保人**在**醫療所需**的情況下，按**註冊醫生**的建議以**住院病人**身份入住**醫院**以接受**醫療服務**。**受保人**必須入住**醫院**不少於連續六(6)小時。惟因**急症**在**醫院**進行手術或其他**醫療服務**的**急症治療**時，則沒有最低**住院**時間要求。

**住院**必須以**醫院**開出的每日病房費單據作證明，**受保人**必須在整個**住院**期間連續留院。

- 「**先天性疾病**」 是指 (a) 任何於出生時或之前已存在的醫學、生理或精神上的異常，不論於出生時有關異常是否已出現、被確診或獲知悉；或 (b) 任何於出生後六 (6) 個月內出現的新生嬰兒異常。
- 「**日間手術**」 是指**受保人**作為**日症病人**在具備康復設施的診所、日間手術中心或**醫院**內因檢查或治療而進行**醫療所需**的外科手術。
- 「**日症病人**」 是指在診所、日間手術中心或**醫院**（非**住院**性質）接受**醫療服務**或治療的**受保人**。
- 「**自付費**」 是指在本公司賠償餘下的**合資格費用**前，**保單持有人**在每個**保單年度**必須分擔的定額**合資格費用**。
- 「**傷病**」 是指**不適**、**疾病**或**受傷**，包括任何由此而引發的併發症。
- 「**合資格費用**」 是指就**傷病**接受**醫療服務**所需的費用。
- 「**急症**」 是指**受保人**需立即接受**醫療服務**的事件或情況，以防止**受保人**身故、健康遭永久損害或遭受其他嚴重健康後果。
- 「**急症治療**」 是指**急症**所需的**醫療服務**，而所需的**醫療服務**必須在**急症**事件或情況出現後的合理時間內進行。
- 「**政府**」 是指「香港特別行政區政府」。
- 「**監護人**」 是指按香港法例第 13 章《未成年人監護條例》被委任為或憑藉此條例成為未成年人的監護人的人士
- 「**港元**」 是指**香港**法定貨幣。
- 「**香港**」 是指「中華人民共和國香港特別行政區」。
- 「**醫院**」 是指按其所在地法律妥為成立及註冊為醫院的機構，為**不適**及**受傷**的**住院病人**提供**醫療服務**，並 -
- (a) 具備診斷及進行大型手術的設施；
  - (b) 由持牌或註冊護士提供二十四 (24) 小時護理服務；
  - (c) 由一(1)位或以上**註冊醫生**駐診；及
  - (d) 非主要作為診所、戒酒或戒毒中心、自然療養院、水療中心、護理或療養院、寧養或紓緩護理中心、復康中心、護老院或同類機構。



- 「**受傷**」 是指完全因**意外**而非涉及任何其他原因所引致的身體損害（包括有或沒有可見的傷口）。
- 「**住院病人**」 是指**住院**中的**受保人**。
- 「**保險業監管局**」 是指按《**保險業條例**》第4AAA條設立的香港保險業監管局。
- 「**保險業條例**」 是指香港法例第41章《**保險業條例**》。
- 「**受保人**」 是指本**條款及保障**所保障，並在**保單資料頁**中列為「**受保人**」的人士。
- 「**深切治療部**」 是指**醫院**內專為**住院病人**提供深切醫療及護理服務而設的部門。
- 「**終身保障限額**」 是指本公司由本**條款及保障**生效起向**保單持有人**累計支付的最高賠償限額，不論**保障表**中所列的保障項目是否已經達到其相關項目的賠償限額，或個別**保單年度**的賠償是否已經達到**每年保障限額**。
- 「**醫療服務**」 是指就診斷或治療**受保人**的**傷病**所提供的**醫療所需**服務，包括按情況所需的**住院**、治療、程序、檢測、檢查或其他相關服務。
- 「**醫療所需**」 是指按照一般公認的醫療標準，就診斷或治療相關**傷病**接受醫療服務的需要，而醫療服務必須符合下列條件 -
- (a) 需要**註冊醫生**的專業知識或轉介；
  - (b) 符合該**傷病**的診斷及治療所需；
  - (c) 按良好而審慎的醫學標準及主診**註冊醫生**審慎的專業判斷提供，而非主要為對**受保人**、其家庭成員、照顧人員或主診**註冊醫生**帶來方便或舒適而提供；
  - (d) 在環境最適當及符合一般公認的醫療標準的設備下，提供醫療服務；及
  - (e) 按主診**註冊醫生**審慎的專業判斷，以最適當的水平向**受保人**安全及有效地提供。
- 就本**條款及保障**的釋義而言，在不抵觸上述一般條件下，符合**醫療所需**條件的**住院**情況包括但不限於以下例子 -
- (i) **受保人**因**急症**需要在**醫院**接受緊急治療；
  - (ii) 手術是在全身麻醉下進行；
  - (iii) **醫院**具備手術或治療程序所需的設備，有關手術或治療程序並不能以**日症病人**的方式進行；
  - (iv) **受保人**同時發生的傷病屬明顯嚴重；
  - (v) 主診**註冊醫生**考慮到**受保人**的個人情況下，經過審慎的專業判斷及考慮**受保人**安全後，所需的醫療服務應在**醫院**內進行；
  - (vi) 經過主診**註冊醫生**審慎的專業判斷，**住院**時間對**受保人**接受的醫療服務是合適的；及 / 或

(vii) 如屬**註冊醫生**認為需要的診斷程序或專職醫療服務，經該**註冊醫生**審慎的專業判斷及考慮**受保人**安全後，所需治療程序或服務應在**醫院**內進行。

在上文(v)至(vii)的情況下，主診**註冊醫生**行使審慎的專業判斷時，應該考慮該**住院**是否－

(aa) 按照當地良好及審慎的醫療標準提供該醫療服務，而非主要為**受保人**、其家庭成員、照顧人員或主診**註冊醫生**提供方便或舒適的環境；及

(bb) 在環境最適當及符合當地一般公認的醫療標準的設備下，提供該醫療服務。

「**未成年人**」

是指**年齡**未滿十八(18)歲的人士

「**居住地**」

是指某人士在法律上擁有居留權的司法管轄區。**居住地**變更包括該人士獲得新增司法管轄區的居留權或停止擁有現有司法管轄區的居留權。上述關於**居住地**解釋僅適用於本**條款及保障**。為免存疑，某人士若對該司法管轄區只有法律上的入境許可，而非居留權（例如留學、工作或旅遊），該司法管轄區並不可被視為該人士的**居住地**。

「**保單**」

是指由**本公司**承保及簽發的本保單，並作為**保單持有人**與**本公司**之間就本**認可產品**的合約，當中包括但不限於本**條款及細則**、**保障表**、**投保申請文件**、聲明、**保單資料頁**及任何附於本保單的**補充文件**（如適用）。當本**保單**包含有本**認可產品**以外的條款及保障，該等條款及保障亦將被視作本**保單**的一部分。

「**保單生效日**」

是指本**條款及保障**的起始日，即**保單資料頁**內載明的「**保單生效日**」。

「**保單持有人**」

是指在法律上擁有本**保單**，並於**保單資料頁**內列為「**保單持有人**」的人士。

「**保單簽發日**」

是指首次簽發本**條款及保障**的日期。

「**保單資料頁**」

是指本**條款及保障**的附表，當中載有**保單**細節、**保單生效日**、**續保日**、**保單持有人**及**受保人**的姓名及個人資料，以及本**條款及保障**所適用的保障、保費及其他細節。

「**保單年度**」

是指本**條款及保障**的生效期限。首個**保單年度**是指由**保單生效日**起一(1)年內，直至首個**續保日**前一日為止(包括首尾兩日)的期限。至於在繼後的**保單年度**，則由每個**續保日**起計一(1)年。

「**同一類別保單**」

是指所有具備相同條款及細則及保障表，並在**自願醫保**下經**政府**認為**認可產品**的**保單**。

- 「**投保前已有病症**」 是指**受保人**於**保單簽發日**或**保單生效日**(以較早日期為準)前已存在的任何**不適、疾病、受傷、生理、心理或醫療狀況或機能退化**，包括**先天性疾病**。在以下情況發生時，一般審慎人士理應已可察覺到**投保前已有病症** -
- (a) 病症已被確診；或
  - (b) 病症已出現清楚明顯的病徵或症狀；或
  - (c) 已尋求、獲得或接受病症的醫療建議或治療。
- 「**附加保費**」 是指**本公司**因承受**受保人**的額外風險向**保單持有人**收取**標準保費**以外的額外保費。
- 「**訂明診斷成像檢測**」 是指電腦斷層掃描(“CT”掃描)、磁力共振掃描(“MRI”掃描)、正電子放射斷層掃描(“PET”掃描)、PET-CT組合及PET-MRI組合。
- 「**訂明非手術癌症治療**」 是指治療癌症的放射性治療、化療、標靶治療、免疫治療及荷爾蒙治療。
- 「**合理及慣常**」 是指就**醫療服務**的收費而言，對情況類似的人士(例如同性別及相近**年齡**)，就類似**傷病**提供類似治療、服務或物料時，不超過當地相關醫療服務供應者收取的一般收費範圍的水平。**合理及慣常**的收費水平由**本公司**合理及絕對真誠地決定，在任何情況下，此收費不得高於實際收費。
- 本公司**必須參照以下資料(如適用)以釐定**合理及慣常**收費 -
- (a) 由保險或醫學業界進行的治療或服務費用統計及調查；
  - (b) 公司內部或業界的賠償統計；
  - (c) **政府**憲報；及 / 或
  - (d) 提供治療、服務或物料當地的其他相關參考資料。
- 「**註冊醫生**」、  
「**專科醫生**」、  
「**外科醫生**」及  
「**麻醉科醫生**」 是指符合以下資格的西醫 -
- (a) 具有正式資格並已按香港法例第161章《醫療註冊條例》在香港醫務委員會註冊，或在**香港**境外的司法管轄區內由**本公司**絕對真誠及合理地認為具有同等效力的團體註冊；及
  - (b) 在 **香港** 或 **香港** 境外的司法管轄區，經當地法例許可提供相關**醫療服務**，
- 下列人士在任何情況下均不得包括在內 - **受保人**、**保單持有人**、保險中介人、或**保單持有人**及 / 或**受保人**的僱主、僱員、直系親屬或業務夥伴(除非事先經**本公司**的書面批准)。若該醫生未能按**香港**法例或在**香港**以外的司法管轄區具有同等效力的團體註冊(由**本公司**絕對真誠及合理地

決定)，本公司必須作出合理的判斷，以決定該醫生是否仍被視為符合資格及已註冊。

- 「續保」 是指就按本條款及保障不曾中斷地繼續承保。
- 「續保日」 是指續保的生效日期。首個續保日必須訂明於保單資料頁上(並不可遲於保單生效日的首個週年日)，至於繼後的續保日則為首個續保日的週年日。有關續保日將在第四部分第3節所述的續保通知中列明。
- 「手術表」 是指附於本保障表的手術列表，表內的手術或治療程序按其複雜程度分類。政府將定期審視其內容，並不時公布有關修訂。
- 「不適」或「疾病」 是指正常健康狀態因受到病理偏差而出現的生理、心理或醫療狀況，包括但不限於受保人有否出現病徵或症狀的情況，亦不論是否已確診。
- 「標準計劃」 是指條款及細則與保障表等同自願醫保最低產品規格要求的保險計劃。政府將定期審視其內容，並不時公布有關修訂。
- 「標準計劃條款及保障」 是指標準計劃的條款及細則和保障表。政府將定期審視其內容，並不時公布有關修訂。  
[https://www.vhis.gov.hk/doc/tc/information\\_centre/c\\_standard\\_plan\\_template.pdf](https://www.vhis.gov.hk/doc/tc/information_centre/c_standard_plan_template.pdf)
- 「標準保費」 是指本公司向保單持有人就本認可產品的保障所收取的基本保費，適用於所有同一類別保單。保費可按受保人的年齡、性別及/或生活方式等因素進行調整。
- 「補充文件」 是指任何對本保單的條款及保障作出增刪、修改或取替的文件。補充文件包括但不限於附加於本保單並一併簽發的批注、附加契約、附錄或附表。
- 「條款及保障」 是指經政府認可後，本認可產品的條款及細則，以及保障表(包括手術表)和相關的補充文件。
- 「條款及細則」 是指本認可產品的第一至第八部分。



## Contents

### Terms and Conditions

<b>Part 1</b>	<b>Insuring Clause and The Policy</b> .....	<b>2</b>
<b>Part 2</b>	<b>General Conditions</b> .....	<b>5</b>
<b>Part 3</b>	<b>Premium Provisions</b> .....	<b>14</b>
<b>Part 4</b>	<b>Renewal Provisions</b> .....	<b>15</b>
<b>Part 5</b>	<b>Claim Provisions</b> .....	<b>19</b>
<b>Part 6</b>	<b>Benefit Provisions</b> .....	<b>21</b>
<b>Part 7</b>	<b>General Exclusions</b> .....	<b>27</b>
<b>Part 8</b>	<b>Definitions</b> .....	<b>29</b>

### Benefit Schedule

**(including benefit coverage, benefit amount and the Schedule of Surgical Procedures). 38**

**Policy Schedule ..... 57**

**Supplement No. 1 ..... 58**

## TERMS AND CONDITIONS

### Part 1 Insuring Clause and The Policy

#### Insuring Clause

These Terms and Conditions together with the Benefit Schedule (including the Schedule of Surgical Procedures) and any related Supplement(s) as certified by the Government (hereafter “Terms and Benefits”) apply to the following Certified Plan under the Voluntary Health Insurance Scheme (hereafter “VHIS”) offered by the Company –

Type of the Certified Plan -	Standard Plan
Name of the Certified Plan -	Bowtie VHIS Standard

During the period of time these Terms and Benefits are in force, if the Insured Person suffers from a Disability, the Company shall pay the Eligible Expenses accordingly.

All benefits payable to the Policy Holder shall be on a reimbursement basis of the actual amounts of Eligible Expenses incurred and are subject to the maximum limits and cost-sharing arrangement (if any) 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. At the inception of these Terms and Benefits and at each Renewal, in the event of any inconsistency between –
  - (a) the terms and benefits of this Policy; and

(b) the Standard Plan Terms and Benefits of such version as may be determined by the Government and is referred to in Sections 1 (a) to (c) of Part 4,

then –

- (i) so far as the scope of Standard Plan Terms and Benefits is concerned, the terms and benefits which are more favourable to the Policy Holder or the Insured Person shall prevail to the extent of such inconsistency; and
- (ii) so far as the scope of Standard Plan Terms and Benefits is concerned, the terms and benefits which impose additional restrictions or limitations to the Policy Holder or the Insured Person shall become ineffective.

Both (i) and (ii) shall not apply to the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by the Government from time to time.

If the relevant terms and benefits in the Standard Plan Terms and Benefits prevail, such terms and benefits shall be deemed to be incorporated into these terms and benefits of this Policy. For the avoidance of doubt, the rights, powers, benefits or entitlements of the Policy Holder or the Insured Person under the terms and benefits of this Policy shall not be less favourable than those under the Standard Plan Terms and Benefits (had it been issued to the Policy Holder in respect of the Insured Person), save for the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by the Government from time to time.

6. At the inception of these Terms and Benefits and at each Renewal, if this Policy covers any benefits that exceed the Standard Plan Terms and Benefits and the terms and benefits applicable to such benefits differ from the terms and benefits applicable to the Standard Plan Terms and Benefits, the difference shall not amount to an inconsistency contemplated under Section 5 of this Part 1.
7. At the time these Terms and Benefits are first issued, the Company may apply Case-based Exclusion(s) due to a Pre-existing Condition or other factor that affects the insurability of the Insured Person notified to the Company in the Application.
8. 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.

9. All questions and required information included in the Application must be sufficiently specific and unambiguous, and consistent with the rules and regulations of the VHIS, so as to allow the Policy Holder and the Insured Person (as the case may be) to understand the information being requested and to provide clear and unequivocal responses. In case of dispute, the burden of proving that the questions are sufficiently specific and unambiguous shall rest with the Company.
10. If the Policy Holder or the Insured Person fails to make the relevant disclosures under Section 8 or 9 of this Part 1, and such failure has materially affected the underwriting decision of the Company, the Company shall have the right as provided in Sections 13 and 14 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.

These Terms and Benefits have been prepared in both English and Chinese. Both English and Chinese versions are official versions and neither one shall prevail over the other. Any inconsistency shall be interpreted in favour of the Policy Holder.

So far as the same benefit coverage is concerned, any inconsistency in terms and amounts of benefits within this Policy shall be interpreted in favour of the Policy Holder and any restrictions or limitations imposed on these Terms and Benefits shall become ineffective, save for the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by the Government from time to time.

### 2. Cancellation within cooling-off period

The Policy Holder may exercise the right of cancellation of these Terms and Benefits with full refund of paid premium during the cooling-off period. The cancellation right is subject to the following conditions –

- (a) The request to cancel must be signed by the Policy Holder and received by the Company within twenty-one (21) days after –
  - (i) the delivery of these Terms and Benefits and the Policy Schedule; or
  - (ii) the issue of a notice to the Policy Holder or his representative stating that these Terms and Benefits and the Policy Schedule are available and when the cooling-off period would expire;whichever is the earlier; and
- (b) no refund can be made if a benefit payment has been made, is to be made or impending.

The above right shall not apply at Renewal.

To exercise this right, the Policy Holder must –

- (c) return the original of these Terms and Benefits and the Policy Schedule; and

- (d) attach a letter, signed by the Policy Holder, requesting cancellation or in other forms acceptable by the Company.

These Terms and Benefits shall then be cancelled and the premium paid shall be fully refunded. In such event, these Terms and Benefits shall be deemed to have been void from the Policy Effective Date and the Company shall not be liable to pay any benefit.

### **3. Cancellation**

After the cooling-off period, the Policy Holder can request cancellation of these Terms and Benefits by giving thirty (30) days prior written notice to the Company, provided that there has been no benefit payment under these Terms and Benefits during the relevant Policy Year.

The cancellation right under this Section shall also apply after these Terms and Benefits have been Renewed upon expiry of its first (or subsequent) Policy Year.

### **4. 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. However, if this Policy has been terminated but Eligible Expenses incurred within a period of thirty (30) days after termination are covered pursuant to Section 15 of this Part 2, the Terms and Benefits applicable shall be those prevailing as at the day immediately preceding the date of termination of this Policy.

### **5. 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.

### **6. 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.

### **7. 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.

## **8. Interest**

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

## **9. Company's obligation**

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

## **10. Governing law**

This Policy is issued in Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong. The Company and Policy Holder agree to be subject to the exclusive jurisdiction of the Hong Kong courts.

## **11. Dispute resolution**

If any dispute, controversy or disagreement arises out of this Policy, including matters relating to the validity, invalidity, breach or termination of this Policy, the Company and Policy Holder shall use their endeavours to resolve it amicably, failing which, the matter may (but is not obliged to) be referred to any form of alternative dispute resolution, including but not limited to mediation or arbitration, as may be agreed between the Company and the Policy Holder, before it is referred to a Hong Kong court.

Each party shall bear its own costs of using services under alternative dispute resolution.

## **12. 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.

### **13. 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 14 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, sex or smoking habit) 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 8 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 benefits shall be payable unless the additional premium has been paid. If the additional required premium is not paid within a grace period of thirty-one (31) 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 15 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 and the previous Policy Years in which this Policy was in force, subject to a reasonable administration charge payable to the Company. This refund arrangement shall be the same as that in Section 14 of this Part 2.

### **14. Misrepresentation or fraud**

The Company has 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 case of any of the following events –

- (a) any material fact relating to the health related information of the Insured Person which may impact the risk assessment by the Company is incorrectly stated in, or omitted from, the Application or any statement or declaration made for or by the Insured Person 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 8 of Part 1). The circumstances that a fact shall be considered "material" include, but not limited to, the situation where the disclosure of such fact as required by the Company would have affected the underwriting decision of the Company, such that the Company would have imposed Premium Loading, included Case-based Exclusion(s), or rejected the application. For the avoidance of doubt, this paragraph (a) shall not apply to non-health related information of the Insured Person, which shall be governed by Section 13 of this Part 2; or

(b) any Application or claim submitted is fraudulent or where a fraudulent representation is made.

The burden of proving (a) and (b) shall rest with the Company. The Company shall have the duty to make all necessary inquiries on all facts which are material to the Company for underwriting purpose as provided in Section 8 or 9 of Part 1.

In the event of (a), the Company shall have -

- (i) the right to demand refund of the benefits previously paid; and
- (ii) the obligation to refund the premium received,

in each case for the current Policy Year and the previous Policy Years in which this Policy was in force, subject to a reasonable administration charge payable to the Company.

In the event of (b), the Company shall have –

- (iii) the right to demand refund of the benefits previously paid; and
- (iv) the right not to refund the premium received.

## 15. 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 13 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 15, 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.

Where this Policy is terminated pursuant to (a), the effective date of termination shall be the date that the unpaid premium is first due.

Where this Policy is terminated pursuant to (b) or (c), the Company shall refund the relevant premium paid for the current Policy Year on a pro rata basis.

This Policy shall also be terminated if the Policy Holder decides to cancel this Policy or not to renew this Policy in accordance with Section 3 of this Part 2 or Section 1 of Part 4, as the case may be, by giving the requisite written notice to the Company. If this Policy is terminated under Section 3 of this Part 2, the effective date of termination shall be the date as stated in the cancellation notice given by the Policy Holder. However, such date shall not be within or earlier

than the notice period as required by Section 3 of this Part 2 for the cancellation. If this Policy is not renewed under Section 1 of Part 4, the effective date of termination shall be the renewal date immediately following the expiry of the Policy Year during which this Policy remains valid.

If this Policy is terminated under (a) or (c) of this Section 15, in the case where the Insured Person is being Confined or is undergoing Prescribed Non-surgical Cancer Treatment for a Disability suffered before such termination, then, with respect to the Confinement or treatment in relation to the same Disability, Eligible Expenses incurred shall continue to be covered under this Policy until (i) the Insured Person is discharged or the treatment is completed or (ii) thirty (30) days after the termination of this Policy, whichever is the earlier. The Terms and Benefits applicable shall be those prevailing as at the day immediately preceding the date of termination of this Policy. The Company shall have the right to deduct any outstanding premium under Section 13 of this Part 2 from any benefit payment.

For the avoidance of doubt, where this Policy includes other additional benefits beyond those under the Terms and Benefits of this Certified Plan, removal or downgrading of any such other additional benefits by the Company shall not adversely affect –

- (d) the Terms and Benefits of this Certified Plan which shall continue to be in full force and effect; and
- (e) the continuity of these Terms and Benefits, and shall not adversely affect the Company's compliance with the licensing requirement in order to continue to write these Terms and Benefits.

## **16. 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.

## **17. 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.

## **18. Other insurance coverage**

If the Policy Holder has taken out other insurance coverage besides this Certified Plan, the Policy Holder shall have the right to claim under any such other insurance coverage or this

Certified 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.

## **19. Ownership and discharge under this Policy**

The Company shall treat the Policy Holder as the absolute owner of this Policy and shall not recognise any equitable or other interest of any other party in this Policy. The payment of any benefits hereunder to the Policy Holder shall be deemed to be full and effective discharge of the Company's obligations in respect of such payment under this Policy.

## **20. Change of ownership of the Policy**

Subject to the approval of the Company at its discretion, the Policy Holder may transfer the ownership of this Policy by completing the prescribed form and sending it to the Company. The Company shall consider application of transfer of ownership at the time of Policy renewal without any administration charge on the Policy Holder or transferee. The change of ownership shall not be effective until the Company has approved the change and notified in writing to the Policy Holder and transferee. From the effective date of the change of ownership, the transferee shall be treated as the Policy Holder, and the absolute owner of this Policy as described in Section 19 of this Part 2 and be responsible for the payment of the premiums, including any outstanding premiums.

The Company shall not reject any application by the Policy Holder for the transfer of ownership to –

- (a) the Insured Person if he has reached the Age of eighteen (18) years;
- (b) the parent or the Guardian of the Insured Person if he is a Minor; or
- (c) any person whose familial relationship with the Insured Person is accepted by the Company according to its prevailing underwriting practices which are readily accessible by the Policy Holder.

## **21. Death of Policy Holder**

The Policy Holder may nominate a person to be the successive Policy Holder of this Policy in the event of his death. If the Policy Holder dies, but has not named a successive Policy Holder for this Policy or the named successive Policy Holder refuses the transfer, the ownership of this Policy shall be transferred to –

- (a) the Insured Person if he has reached the Age of eighteen (18) years; or
- (b) the parent or the Guardian if the Insured Person is a Minor. If the parent or the Guardian refuses the transfer, the ownership of this Policy shall be transferred to the administrator or executor of the Policy Holder's estate.

The transfer of ownership of this Policy in accordance with the above paragraph shall be conditional upon the Company having received satisfactory evidence of the Policy Holder's death.

## **22. 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.

## **23. 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.

## **24. 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 Disability of the Insured Person under the terms of this Policy.

## **25. 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.

## **26. 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.

## **27. 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.

## **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. Payment of premiums**

The amount of premium payable is specified in the Policy Schedule and/or the notification of Renewal as specified in Section 3 of Part 4. The premium, whether paid for a Policy Year or by instalment as agreed by the Company, shall be paid in advance when due before any benefits shall be paid. Premium once paid shall not be refundable, unless otherwise specified in this Policy.

Premium due dates, Renewal Dates and Policy Years are determined with reference to the Policy Effective Date as stated in the Policy Schedule and/or the notification of Renewal as specified in Section 3 of Part 4. The first premium is due on the Policy Effective Date.

### **3. Grace period**

The Company shall allow a grace period of thirty-one (31) days after the premium due date for payment of each premium. This Policy shall continue to be in effect during the grace period but no benefits shall be payable unless the premium is paid. If the premium is still unpaid in full at the expiration of the grace period, this Policy shall be terminated immediately on the date on which the unpaid premium is first 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 guaranteed up to the Age of one hundred (100) years of the Insured Person.

### 1. Renewal

The Company shall Renew these Terms and Benefits in accordance with (a) to (c) below –

- (a) Unless the Company has ceased to have the requisite authorisation under the Insurance Ordinance to write these Terms and Benefits, or has ceased to maintain its registration with the Government as a VHIS provider, or the Policy Holder decides not to Renew these Terms and Benefits by giving the Company not less than thirty (30) days prior notice in writing in accordance with Section 3 of Part 2, Renewal shall be arranged automatically with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time of Renewal, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.
- (b) At the time of Renewal, if the Company shall cease or has ceased to maintain its registration with the Government as a VHIS provider while maintaining the requisite authorisation under the Insurance Ordinance to write these Terms and Benefits, Renewal shall be arranged automatically with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time when the Company ceased to maintain its registration as a VHIS provider, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.
- (c) After the Company has ceased to maintain its registration with the Government, if the Company subsequently re-registers with the Government as a VHIS provider, then at the Renewal Date coinciding with or immediately following such re-registration, these Terms and Benefits shall be Renewed with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time of the Renewal, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.

At the time of Renewal under (a) to (c) above (as the case may be), any other revision of these Terms and Benefits by the Company shall be made on an overall Portfolio basis and shall not have the effect of contravening (a), (b) or (c) above (as applicable) or reducing the benefit limits or increasing the Coinsurance or Deductible of these Terms and Benefits which are applicable prior to Renewal.

### 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.

During each Policy Year and upon Renewal, the Company shall not impose any additional rate of Premium Loading (or any additional amount of Premium Loading if the Premium Loading is set in monetary terms rather than as a percentage of the Standard Premium) or Case-based Exclusion(s) on the Insured Person by reason of any change in the Insured Person's health conditions.

### **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 Policy Holder of not less than thirty (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. No re-underwriting except in limited circumstances**

While these Terms and Benefits are in force, the Company shall not have the right to re-underwrite these Terms and Benefits irrespective of any change in health conditions of the Insured Person after the Policy Issuance Date or the Policy Effective Date, whichever is the earlier.

The Company shall not have the right to re-underwrite these Terms and Benefits irrespective of any change in these Terms and Benefits (as permitted under Section 1 of this Part 4). This restriction applies to any change including but not limited to where there is any upgrade or downgrade of any benefits, or any addition or removal of any benefits, as permitted under these Terms and Benefits, regardless of where they are set out in these Terms and Benefits.

The Company shall have the right to re-underwrite these Terms and Benefits only 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. For the avoidance of doubt, the Company shall not have the right to terminate or not to Renew these Terms and Benefits if any of the aforesaid requests is rejected by the Company or the re-underwriting result is not accepted by the Policy Holder;

- (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 (in which cases the re-underwriting shall be limited to such upgrade or additional benefits).

- (i) However, at any time where the Policy Holder requests to unsubscribe the additional benefits (if any) in these Terms and Benefits, or switch to another insurance plan which provides downgrade or reduction of benefits, the Company shall not have the right to re-underwrite these Terms and Benefits but shall have the discretion to accept or reject the request according to its prevailing practices in handling similar requests; and
- (ii) The Company shall not have the right to terminate or not to Renew these Terms and Benefits if any of the aforesaid requests is rejected by the Company or the re-underwriting result is not accepted by the Policy Holder;

- (c) Where there is change in the Place of Residence of the Insured Person

At Renewal, the Company shall have the right to re-underwrite these Terms and Benefits due to a change in the Place of Residence of the Insured Person provided that –

- (i) The Company has taken into account the Place of Residence of the Insured Person in underwriting these Terms and Benefits before its inception;
- (ii) The Company has specifically informed the Policy Holder of the consideration at the time of submission of Application of these Terms and Benefits and that any change in the Place of Residence could lead to re-underwriting upon Renewal;
- (iii) The Company has maintained underwriting practices which show unambiguously how changes in the Place of Residence will affect the underwriting result, and the underwriting practices are readily accessible by the Policy Holder;
- (iv) The Company shall carry out the re-underwriting solely in respect of the said changes (i.e. the change in the Place of Residence of the Insured Person); and
- (v) The re-underwriting result may be more advantageous or adverse to the Policy Holder and the Insured Person.

For the purpose of this paragraph (c), the Company shall have the obligation to request the Policy Holder to inform the Company of any change in the Place of Residence of the Insured Person, which means that as at the Renewal Date his Place of Residence differs from that as at the last Renewal Date (or the Policy Effective Date in the event of first Renewal). After receiving the request, the Policy Holder shall have the obligation to inform the Company of such a change.

- (d) Where there is change in the occupation of the Insured Person

At Renewal, the Company shall have the right to re-underwrite these Terms and Benefits due to a change in the occupation of the Insured Person provided that –

- (i) The Company has taken into account the occupation of the Insured Person in underwriting these Terms and Benefits before its inception;

- (ii) The Company has specifically informed the Policy Holder of the consideration at the time of submission of Application of these Terms and Benefits and that any change in the occupation could lead to re-underwriting upon Renewal;
- (iii) The Company has maintained underwriting practices which show unambiguously how changes in the occupation will affect the underwriting result, and the underwriting practices are readily accessible by the Policy Holder;
- (iv) The Company shall carry out the re-underwriting solely in respect of the said change (i.e. the change in the occupation of the Insured Person); and
- (v) The re-underwriting result may be more advantageous or adverse to the Policy Holder and the Insured Person.

For the purpose of this paragraph (d), the Company shall have the obligation to request the Policy Holder to inform the Company of any change in occupation of the Insured Person, which means that as at the Renewal Date his occupation differs from that as at the last Renewal Date (or the Policy Effective Date in the event of first Renewal). After receiving the request, the Policy Holder shall have the obligation to inform the Company of such a change.

The Company and Policy Holder acknowledge that –

- (e) 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
- (f) 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 ninety (90) days after the date on which the Insured Person is discharged from the Hospital, or (where there is no Confinement) the date on which the relevant Medical Service is performed and completed. 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 diagnosis, type of treatment, procedure, test or service provided shall have been submitted to the Company; and
- (b) all 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.

### 2. Claimable amount estimate

Before the Insured Person receives a Medical Service, the Policy Holder may request the Company to provide an estimate on the amount that may be claimed under these Terms and Benefits. The Policy Holder shall provide the Company with the estimated fees to be incurred as furnished by the Hospital and/or attending Registered Medical Practitioner as required by the laws and regulations regulating the private healthcare facilities in Hong Kong at the time of request. Upon receiving the request, the Company shall inform the Policy Holder of the claimable amount estimate under these Terms and Benefits based on the estimation furnished by the Hospital and/or attending Registered Medical Practitioner. The Company's estimate is for reference only, and the actual amount claimable by the Policy Holder shall be subject to the final expenses as evidenced in (a) and (b) of Section 1 of this Part 5.

### 3. 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 sixty (60) days from which all proof of claims as required by these Terms and Benefits has been received by the Company.

#### **4. 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**

Except for the psychiatric treatment as stated in Section 3(l) of this Part 6, all benefits described in these Terms and Benefits shall be applicable worldwide.

(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 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 Confinement and non-Confinement services

Subject to these Terms and Benefits, if during the period while these Terms and Benefits are in force, the Insured Person, as a result of a Disability and upon the recommendation of a Registered Medical Practitioner,

(a) is Confined in a Hospital; or

(b) undergoes any Day Case Procedure, Prescribed Diagnostic Imaging Test or Prescribed Non-surgical Cancer Treatment,

the Company shall reimburse the Eligible Expenses which are Reasonable and Customary in accordance with benefit items under Section 3 of this Part 6.

For the avoidance of doubt, where an Insured Person is Confined in a Hospital but the Confinement is considered not Medically Necessary, the expenses incurred as a result of such Confinement shall not be regarded as Eligible Expenses for the purpose of (a) above. However, the Policy Holder shall still have the right to claim for the relevant Eligible Expenses incurred during such Confinement on Medical Services under (b) above.

The amount of Eligible Expenses payable under these Terms and Benefits shall not exceed the actual costs for Medical Services provided to the Insured Person, subject to the limits as stated in the Benefit Schedule.

For the avoidance of doubt, the benefits covered under these Terms and Benefits shall only be payable for Eligible Expenses incurred for Medical Services provided to the Insured Person. Expenses incurred for Medical Services provided to persons other than the Insured Person shall not be covered, unless otherwise specified.

### **3. Benefits covered**

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

#### **(a) Room and board**

This benefit shall be payable for the Eligible Expenses charged by the Hospital on the cost of accommodation and meals where the Insured Person is Confined in a Hospital or undergoes any Day Case Procedure or Prescribed Non-surgical Cancer Treatment.

#### **(b) Miscellaneous charges**

This benefit shall be payable for the Eligible Expenses charged on miscellaneous charges where the Insured Person is Confined in a Hospital or on the day he undergoes any Day Case Procedure for receiving Medical Services. These charges shall cover the following –

- (i) Road ambulance service to and/or from the Hospital;
- (ii) Anaesthetic and oxygen administration;
- (iii) Administration charges for blood transfusion;
- (iv) Dressing and plaster casts;
- (v) Medicine and drug prescribed and consumed during Confinement or any Day Case Procedure;
- (vi) Medicine and drug prescribed upon discharge from Confinement or completion of Day Case Procedure for use up to the ensuing four (4) weeks;
- (vii) Additional surgical appliances, equipment and devices other than those inclusively paid under Section 3(h) of this Part 6, and implants, disposables and consumables used during surgical procedure;
- (viii) Medical disposables, consumables, equipment and devices;
- (ix) Diagnostic imaging services, including ultrasound and X-ray, and their interpretation, other than Prescribed Diagnostic Imaging Tests which shall be covered under Section 3(i) of this Part 6;
- (x) Intravenous (“IV”) infusions including IV fluids;

- (xi) Laboratory examinations and reports, including the pathological examination performed for the surgery or procedure during the Confinement or any Day Case Procedure;
- (xii) Rental of walking aids and wheelchair for Inpatients; and
- (xiii) Physiotherapy, occupational therapy and speech therapy during Confinement.

**(c) Attending doctor's visit fee**

If on any day of Confinement, the Insured Person is treated by a Registered Medical Practitioner, this benefit shall be payable for the Eligible Expenses charged by the attending Registered Medical Practitioner for such visit or consultation.

**(d) Specialist's fee**

If on any day of Confinement, the Insured Person is treated by a Specialist (not being the attending Registered Medical Practitioner under Section 3(c) of this Part 6) as recommended in writing by the attending Registered Medical Practitioner, this benefit shall be payable for the Eligible Expenses charged by the Specialist for such visit or consultation.

**(e) Intensive care**

If on any day of Confinement, the Insured Person is admitted to an Intensive Care Unit, this benefit shall be payable for the Eligible Expenses charged on the intensive care services.

For the avoidance of doubt, the Eligible Expenses so incurred and payable under this benefit shall not be payable under Section 3(a) of this Part 6.

**(f) Surgeon's fee**

This benefit shall be payable for the Eligible Expenses charged by the attending Surgeon on a surgical procedure performed during Confinement or in a setting for providing Medical Services to a Day Patient.

This benefit shall be payable according to the relevant surgical category and the categorisation of such surgical procedure under the Schedule of Surgical Procedures as categorised and reviewed from time to time by the Government. If a surgical procedure performed is not included in the Schedule of Surgical Procedures, the Company may reasonably determine its surgical category according to the gazette published by the Government or any other relevant publication or information including but not limited to the schedule of fees recognised by the government, relevant authorities and medical association in the locality where the surgical procedure is performed.

**(g) Anaesthetist's fee**

If Surgeon's fee is payable under Section 3(f) of this Part 6, this benefit shall be payable for the Eligible Expenses charged by the Anaesthetist in relation to the surgical procedure.

**(h) Operating theatre charges**

If Surgeon's fee is payable under Section 3(f) of this Part 6, this benefit shall be payable for the Eligible Expenses charged for the use of operating theatre (including but not limited to a treatment room and a recovery room) during the surgical procedure.

For the avoidance of doubt, the Eligible Expenses for any additional surgical appliances, equipment and devices used in the operating theatre that are separately charged shall be payable under Section 3(b) of this Part 6.

**(i) Prescribed Diagnostic Imaging Tests**

This benefit shall be payable for the Eligible Expenses charged on Prescribed Diagnostic Imaging Test performed during Confinement or in a setting for providing Medical Services to a Day Patient recommended in writing by the attending Registered Medical Practitioner for the investigation or treatment of a Disability, subject to the Coinsurance as specified in Section 5 of this Part 6 and the Benefit Schedule.

**(j) Prescribed Non-surgical Cancer Treatments**

This benefit shall be payable for the Eligible Expenses charged on the Prescribed Non-surgical Cancer Treatment performed during Confinement or in a setting for providing Medical Services to a Day Patient, outpatient consultation by a Specialist in treatment planning, and monitoring of prognosis and development during the course of Prescribed Non-surgical Cancer Treatment.

For the avoidance of doubt, the Eligible Expenses for the Prescribed Diagnostic Imaging Tests shall be payable under Section 3(i) of this Part 6.

**(k) Pre- and post-Confinement/Day Case Procedure outpatient care**

This benefit shall be payable for the Eligible Expenses for –

- (i) outpatient visit or Emergency consultation resulting in a Confinement or Day Case Procedure (including but not limited to consultation, western medication prescribed or diagnostic test); and
- (ii) follow-up outpatient visit (including but not limited to consultation, western medication prescribed, dressings, physiotherapy, occupational therapy, speech therapy or diagnostic test) to, or recommended in writing by, the attending Registered Medical Practitioner, within the period stated in the Benefit Schedule after discharge from Hospital or the date of Day Case Procedure, provided that such outpatient visit is directly related to and as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement or Day Case Procedure.

For the purpose of (i) and (ii) above, Prescribed Diagnostic Imaging Tests and Prescribed Non-surgical Cancer Treatments shall be payable under Sections 3(i) and 3(j) of this Part 6 respectively.

**(l) Psychiatric treatments**

This benefit shall be payable for the Eligible Expenses charged on the psychiatric treatments during Confinement in Hong Kong as recommended by a Specialist.

This benefit shall be payable in lieu of other benefit items under Sections 3(a) to (k) of this Part 6. For the avoidance of doubt, where a Confinement is not solely for the purpose of psychiatric treatments, this benefit shall only be payable for the Eligible Expenses charged on the Medical Services related to psychiatric treatments. Where the Eligible Expenses involve both psychiatric and non-psychiatric treatments and apportionment of the expenses is not available, the expenses in entirety shall be payable under this benefit if the Confinement is initially for the purpose of psychiatric treatments. If the Confinement initially is not for the purpose of psychiatric treatment, the expenses in entirety shall be payable under Section 3(a) to (k) above.

#### 4. Pre-existing Condition(s)

Eligible Expenses arising from Pre-existing Condition(s) that are notified to the Company in the Application and 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 8 of Part 1), subject to the Case-based Exclusion(s) (if any), shall be payable in accordance with these Terms and Benefits. The Company may impose Case-based Exclusion(s) to these Terms and Benefits by reason of a Pre-existing Condition or other factor that affects the insurability of the Insured Person notified to the Company in the Application and 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 8 of Part 1). After the Policy Issuance Date or the Policy Effective Date (whichever is the earlier), the Company shall not have the right to impose any additional Case-based Exclusion(s), save for the limited circumstances stated in Section 4 of Part 4.

Eligible Expenses arising from Pre-existing Condition(s) that the Policy Holder and/or Insured Person was not aware and would not reasonably have been aware of at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), shall be payable in accordance with these Terms and Benefits, subject to the following waiting period and reimbursement arrangement –

First Policy Year	no coverage
Second Policy Year	25% reimbursement
Third Policy Year	50% reimbursement
Fourth Policy Year onwards	full coverage

For the avoidance of doubt, the Company shall not have the right to re-underwrite or terminate these Terms and Benefits where the Policy Holder and/or Insured Person was not aware and would not reasonably have been aware of the Pre-existing Condition(s) at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1).

If the Policy Holder or the Insured Person is requested but fails to disclose to the Company upon submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), that the Insured Person

is suffering from a Pre-existing Condition, and such Pre-existing Condition has been treated or diagnosed or has manifested signs or symptoms of which the Policy Holder or the Insured Person is aware or should have reasonably been aware of at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), the Company has the right to declare these Terms and Benefits void, demand repayment of any benefits paid and/or refuse to provide coverage under these Terms and Benefits. In such event, the Company shall refund the premium in accordance with Section 14 of Part 2. The burden of proving the above shall rest with the Company.

#### **5. Cost-sharing requirement**

The Policy Holder is required to pay for Coinsurance for Prescribed Diagnostic Imaging Tests as specified in this Part 6 and the Benefit Schedule. For the avoidance of doubt, Coinsurance does not refer to any amount that the Policy Holder is required to pay if the actual expenses exceed the benefit limits under these Terms and Benefits.

## Part 7 General Exclusions

Under these Terms and Benefits, the Company shall not pay any benefits in relation to or arising from the following expenses.

1. Expenses incurred for treatments, procedures, medications, tests or services which are not Medically Necessary.
2. Expenses incurred for the whole or part of the Confinement solely for the purpose of diagnostic procedures or allied health services, including but not limited to physiotherapy, occupational therapy and speech therapy, unless such procedure or service is recommended by a Registered Medical Practitioner for Medically Necessary investigation or treatment of a Disability which cannot be effectively performed in a setting for providing Medical Services to a Day Patient.
3. Expenses arising from Human Immunodeficiency Virus (“HIV”) and its related Disability, which is contracted or occurs before the Policy Effective Date. Irrespective of whether it is known or unknown to the Policy Holder or the Insured Person at the time of submission of Application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1) such Disability shall be generally excluded from any coverage of these Terms and Benefits if it exists before the Policy Effective Date. If evidence of proof as to the time at which such Disability is first contracted or occurs is not available, manifestation of such Disability within the first five (5) years after the Policy Effective Date shall be presumed to be contracted or occur before the Policy Effective Date, while manifestation after such five (5) years shall be presumed to be contracted or occur after the Policy Effective Date.

However, the exclusion under this entire Section 3 shall not apply where HIV and its related Disability is caused by sexual assault, medical assistance, organ transplant, blood transfusions or blood donation, or infection at birth, and in such cases the other terms of these Terms and Benefits shall apply.

4. Expenses incurred for Medical Services as a result of Disability arising from or consequential upon the dependence, overdose or influence of drugs, alcohol, narcotics or similar drugs or agents, self-inflicted injuries or attempted suicide, illegal activity, or venereal and sexually transmitted disease or its sequelae (except for HIV and its related Disability, where Section 3 of this Part 7 applies).
5. Any charges in respect of services for –
  - (a) beautification or cosmetic purposes, unless necessitated by Injury caused by an Accident and the Insured Person receives the Medical Services within ninety (90) days of the Accident; or
  - (b) correcting visual acuity or refractive errors that can be corrected by fitting of spectacles or contact lens, including but not limited to eye refractive therapy, LASIK and any related tests, procedures and services.
6. Expenses incurred for prophylactic treatment or preventive care, including but not limited to general check-ups, routine tests, screening procedures for asymptomatic conditions, screening

or surveillance procedures based on the health history of the Insured Person and/or his family members, Hair Mineral Analysis (HMA), immunisation or health supplements. For the avoidance of doubt, this Section 6 does not apply to –

- (a) treatments, monitoring, investigation or procedures with the purpose of avoiding complications arising from any other Medical Services provided;
  - (b) removal of pre-malignant conditions; and
  - (c) treatment for prevention of recurrence or complication of a previous Disability.
7. Expenses incurred for dental treatment and oral and maxillofacial procedures performed by a dentist except for Emergency Treatment and surgery during Confinement arising from an Accident. Follow-up dental treatment or oral surgery after discharge from Hospital shall not be covered.
  8. Expenses incurred for Medical Services and counselling services relating to maternity conditions and its complications, including but not limited to diagnostic tests for pregnancy or resulting childbirth, abortion or miscarriage; birth control or reversal of birth control; sterilisation or sex reassignment of either sex; infertility including in-vitro fertilisation or any other artificial method of inducing pregnancy; or sexual dysfunction including but not limited to impotence, erectile dysfunction or pre-mature ejaculation, regardless of cause.
  9. Expenses incurred for the purchase of durable medical equipment or appliances including but not limited to wheelchairs, beds and furniture, airway pressure machines and masks, portable oxygen and oxygen therapy devices, dialysis machines, exercise equipment, spectacles, hearing aids, special braces, walking aids, over-the-counter drugs, air purifiers or conditioners and heat appliances for home use. For the avoidance of doubt, this exclusion shall not apply to rental of medical equipment or appliances during Confinement or on the day of the Day Case Procedure.
  10. Expenses incurred for traditional Chinese medicine treatment, including but not limited to herbal treatment, bone-setting, acupuncture, acupressure and tui na, and other forms of alternative treatment including but not limited to hypnotism, qigong, massage therapy, aromatherapy, naturopathy, hydrotherapy, homeotherapy and other similar treatments.
  11. Expenses incurred for experimental or unproven medical technology or procedure in accordance with the common standard, or not approved by the recognised authority, in the locality where the treatment, procedure, test or service is received.
  12. Expenses incurred for Medical Services provided as a result of Congenital Condition(s) which have manifested or been diagnosed before the Insured Person attained the Age of eight (8) years.
  13. Eligible Expenses which have been reimbursed under any law, or medical program or insurance policy provided by any government, company or other third party.
  14. Expenses incurred for treatment for Disability arising from war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection, or military or usurped power.

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## Part 8 Definitions

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

"Accident"	shall mean a sudden and unforeseen event occurring entirely beyond the control of the Insured Person and caused by violent, external and visible means.
"Age"	shall mean the attained age of the Insured Person
"Annual Benefit Limit"	shall mean the maximum amount of benefits paid by the Company to the Policy Holder in a Policy Year irrespective of whether any limits of any benefit items stated in the Benefit Schedule have been reached.  The Annual Benefit Limit is counted afresh in a new Policy Year.
"Application"	shall mean the application submitted to the Company in respect of this Certified 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 8 of Part 1).
"Benefit Schedule"	shall mean a schedule of benefits attached to these Terms and Benefits which sets out, among others, the benefit items and maximum benefits covered.
"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
"Certified Plan"	shall mean all the terms and benefits (including any Supplement(s)) that form an insurance plan certified by the Government to be compliant with the requirements of the VHIS. This Certified Plan comprises these Terms and Conditions and the Benefit Schedule and the following –  (a) Supplement No. 1
"Coinsurance"	shall mean a percentage of Eligible Expenses the Policy Holder must contribute after paying the Deductible (if any) in a Policy Year. For the avoidance of doubt, Coinsurance does not refer to any amount that the Policy Holder is required to pay if the actual

	expenses exceed the benefit limits under these Terms and Benefits.
"Company"	shall mean the Bowtie Life Insurance Company Limited.
"Confinement" or "Confined"	<p>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 for a period of no less than six (6) consecutive hours. 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.</p> <p>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.</p>
"Congenital Condition(s)"	shall mean (a) any medical, physical or mental abnormalities existed at the time of or before birth, whether or not being manifested, diagnosed or known at birth; or (b) any neo-natal abnormalities developed within six (6) months of birth.
"Day Case Procedure"	shall mean a Medically Necessary surgical procedure for investigation or treatment to the Insured Person performed in a medical clinic, or day case procedure centre or Hospital with facilities for recovery as a Day Patient.
"Day Patient"	shall mean an Insured Person receiving Medical Services or treatments given in a medical clinic, day case procedure centre or Hospital where the Insured Person is not in Confinement.
"Deductible"	shall mean a fixed amount of Eligible Expenses that, in a Policy Year, the Policy Holder must pay before the Company shall reimburse the remaining Eligible Expenses.
"Disability"	shall mean a Sickness or Disease or Injury, including any and all complications arising therefrom.
"Eligible Expenses"	shall mean expenses incurred for Medical Services rendered with respect to a Disability.
"Emergency"	shall mean an event or situation that Medical Service is needed immediately in order to prevent death, permanent impairment or other serious consequences of the Insured Person's health.
"Emergency Treatment"	shall mean Medical Service required in an Emergency. The Emergency event or situation, and the required Medical Service cannot be and are not separated by an unreasonable period of time.

"Government"	shall mean the Hong Kong Special Administrative Region Government.
"Guardian"	in respect of a Minor shall mean the person(s) appointed as the guardian(s) under or acting by virtue of the Guardianship of Minors Ordinance (Cap 13. of the Laws of Hong Kong).
"HKD"	shall mean Hong Kong dollars.
"Hong Kong"	shall mean the Hong Kong Special Administrative Region of the People's Republic of China.
"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 Service for sick and injured persons as Inpatients, 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; and  (d) 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 centre, a rehabilitation centre, an elderly home or similar establishment.
"Injury"	shall mean any bodily damage (with or without a visible wound) solely caused by an Accident independent of any other causes.
"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.
"Intensive Care Unit"	shall mean that part or unit of a Hospital established for and devoted to providing intensive medical and nursing care for Inpatients.
"Lifetime Benefit Limit"	shall mean the maximum amount of benefits paid by the Company to the Policy Holder cumulatively since the inception of these Terms and Benefits, irrespective whether any limits of any benefit items stated in the Benefit Schedule have been



reached or whether the Annual Benefit Limit in a Policy Year has been reached.

"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 Disability.

"Medically Necessary" shall mean the need to have medical service for the purpose of investigating or treating the relevant Disability 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 Disability;
- (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.

- "Minor" shall mean a person below the Age of eighteen (18) years.
- "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 Certified Plan including but not limited to these Terms and Conditions, Benefit Schedule, 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 Certified 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 as certified by the Government as a Certified Plan under VHIS.
"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 Pre-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.
"Prescribed Diagnostic Imaging Tests"	shall mean computed tomography ("CT" scan), magnetic resonance imaging ("MRI" scan), positron emission tomography ("PET" scan), PET-CT combined and PET-MRI combined.
"Prescribed Non-surgical Cancer Treatments"	shall mean chemotherapy, radiotherapy, targeted therapy, immunotherapy and hormonal therapy for cancer treatment.
"Reasonable and Customary"	<p>shall mean, in relation to a charge for Medical Service, 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 individuals with similar conditions, e.g. of the same sex and similar Age, for a similar Disability, 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.</p> <p>In determining whether a charge is Reasonable and Customary, the Company shall make reference to the followings (if applicable) -</p> <ul style="list-style-type: none"><li>(a) treatment or service fee statistics and surveys in the insurance or medical industry;</li><li>(b) internal or industry claim statistics;</li><li>(c) gazette published by the Government; and/or</li><li>(d) other pertinent source of reference in the locality where the treatments, services or supplies are provided.</li></ul>
"Registered Medical Practitioner", "Specialist", "Surgeon" and "Anaesthetist"	<p>shall mean a medical practitioner of western medicine,</p> <ul style="list-style-type: none"><li>(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</li><li>(b) legally authorised for rendering relevant Medical Service in Hong Kong or the relevant jurisdiction outside Hong Kong where the Medical Service is provided to the Insured Person,</li></ul>

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.
"Schedule of Surgical Procedures"	shall mean the list of surgical procedures attached to the Benefit Schedule which sets out the surgical category of different surgical procedures according to their relative degree of complexity, which is from time to time published and subject to regular review by the Government.
"Sickness" or "Disease"	shall mean a physical, mental or medical condition arising from a pathological deviation from the normal healthy state, including but not limited to the circumstances where signs and symptoms occur to the Insured Person and whether or not any diagnosis is confirmed.
"Standard Plan"	shall mean the insurance plan with terms and conditions and the benefit schedule equivalent to the minimum compliant product requirements of VHIS, which are from time to time published and subject to regular review by the Government.
"Standard Plan Terms and Benefits"	shall mean the terms and conditions and the benefit schedule of the Standard Plan, which are from time to time published and subject to regular review by the Government  <a href="https://www.vhis.gov.hk/doc/en/information_centre/e_standard_plan_template.pdf">https://www.vhis.gov.hk/doc/en/information_centre/e_standard_plan_template.pdf</a> .
"Standard Premium"	shall mean the basic premium for the coverage under this Certified 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 (including the Schedule of Surgical Procedures) and any related Supplement(s) as certified by the Government under this Certified Plan.
- "Terms and Conditions" shall mean Part 1 to Part 8 of this Certified Plan.