Taipan Medical Insurance Plan
大班醫療保險計劃

Terms and Conditions
條款及細則

Please read these terms and conditions carefully.
Should you have any queries, please call our Customer Service Hotline.

請詳細閱讀此條款及細則。如有任何查詢，請致電客戶服務熱線。
TERMS AND CONDITIONS FOR TAIPAN MEDICAL INSURANCE PLAN

INSURING CLAUSE

The Policyholder and the Company agree that:

1. this Policy and any endorsement attached to this Policy shall be read together as one contract formed between the Policyholder and the Company;
2. the Application and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein;
3. all statements made by or for an Insured in the Application, and in any questionnaire or amendment shall be treated as representations and not warranties;
4. this Policy comes into force on the Policy Effective Date as specified in the Policy Schedule on the condition that the Policyholder has paid the first premium in full and the Application has been approved by the Company; and
5. the Policyholder shall ensure that every Insured is aware of the content of this Policy and duly complies with these terms and conditions insofar as they are relevant to him.

DEFINITIONS

Unless the context otherwise requires, the definitions below apply to the following words and phrases wherever they appear in these terms and conditions, the Policy Schedule, Schedule of Benefits, Schedule of Insured(s) or any endorsement attached to this Policy:

1. “Accident” shall mean a sudden and unforeseen event occurring entirely beyond the control of the Insured(s) and caused by violent, external and visible means.
2. “Active Treatment” shall mean treatment from a Physician of a disease, illness or injury that leads to recovery, or to restore the Insured to the previous state of health.
3. “Age” shall mean the age at the birthday nearest to the commencement date of a Period of Insurance.
4. “Anaesthetist” shall mean a Specialist in anaesthesiology.
5. “Application” shall mean the application submitted to the Company in respect of this Policy, including but not limited to the application form, evidence of insurability, any documents or information submitted and any statements and declarations made in relation to such application.
6. “Benefit Effective Date” shall mean, with respect to any addition or upgrade of benefits on or after the Policy Effective Date, the commencement date of such benefit, subject to the respective waiting period (if any). The respective Benefit Effective Date is specified in the Schedule of Insured(s).
7. “Benefits Provisions” shall mean the terms and conditions under the Benefits Provisions section of these terms and conditions.
8. “Cancer Treatment” shall mean Active Treatment in respect of chemotherapy, targeted therapy, radiotherapy, hormonal therapy, immunotherapy, gamma knife or cyberknife for cancer treatment.
9. “Child” shall mean a person who:
   a) has attained the Age of 12 days;
   b) has never been married;
   c) is financially dependent upon an Insured or the Policyholder (as the case may be); and
   d) is under the Age of 19, or is under the Age of 26 and is in full-time education at a recognised educational institution.
10. “Chinese Medicine Practitioner” shall mean a Chinese medicine practitioner who is a) duly registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for practising Chinese medicine in the locality where the treatment is provided to an Insured, but in no circumstance shall include the Insured, the Policyholder, an insurance intermediary or an employer, employee, Immediate Family Member or business partner(s) of the Policyholder and/or the Insured(s).
11. “Chiropractor” shall mean a person who is a) duly registered with the Chiropractors Council pursuant to the Chiropractors Registration Ordinance (Cap. 428 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for practising chiropractic in the locality where the treatment is provided to an Insured, but in no circumstance shall include the Insured, the Policyholder, an insurance intermediary or an employer, employee, Immediate Family Member or business partner(s) of the Policyholder and/or the Insured(s).
13. “Confinement” or “Confined” shall mean an admission of an Insured to a Hospital for a stay as an Inpatient for a period of no less than 6 consecutive hours upon the recommendation of a Physician in writing. For the avoidance of doubt, such recommendation must be obtained prior to the discharge of the Insured.
14. “Congenital Conditions” shall mean any medical, physical or mental abnormalities existed at the time of birth, whether or not being manifested, diagnosed or known about at birth or any neo-natal abnormalities developed within 6 months of birth.
15. “Credit Facilities Services” shall mean the credit facilities services offered by the Company and more particularly set out in the Credit Facilities Services Provisions of this Policy.
16. “Day Case Procedure” shall mean a Medically Necessary medical or surgical procedure which is performed by a Physician in an outpatient facility. An outpatient facility may refer to a) a Physician’s clinic; or b) a day case centre, a day care centre or an outpatient department or equivalent facility established and operated by a Hospital.
17. “Deductible” shall mean the total deductible amount as specified in the Schedule of Benefits, which shall be the Eligible Expenses borne by the Policyholder or the Insured(s) for each Disability before any benefit under Section A (except Sections A.15, A.16, A.17 and A.18) of the Benefit Provisions becomes payable.

18. “Dental Condition” shall mean a dental condition marked by a pathological deviation from the normal sound state.

19. “Dentist” shall mean a person who is a) duly registered with the Dental Council of Hong Kong pursuant to the Dentists Registration Ordinance (Cap. 156 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for rendering dental treatments or services in the locality where the treatment is provided to an Insured, but in no circumstance shall include the insured, the Policyholder, an insurance intermediary or an employer, employee, Immediate Family Member or business partner(s) of the Policyholder and/or the Insured(s).

20. “Developmental Conditions” shall mean disorders which manifest signs of delay or impairment in a child’s physical, mental, cognitive, motor, language, behavioural, social interaction, learning or other development when compared to the normal healthy state of person at the given age, level or stage of development.

21. “Disability” shall mean a Sickness or Disease arising from a pathogenic cause, an Injury or psychiatric disorders, including any and all complications therefrom. Any subsequent Sickness, Disease, Injury or psychiatric disorders arising after 90 days following the latest discharge from the Hospital or Mental or Psychiatric Hospital, latest medical consultation or laboratory test or completion of a course of Prescribed Medicines and Drugs (whichever is the latest) arising from the same pathogenic cause or Accident shall be considered as a new Disability.

22. “Eligible Expenses” shall mean Reasonable and Customary expenses for Medically Necessary treatment or services rendered with respect to a Disability or Dental Condition. In any event, the amount shall not exceed the actual charges incurred and the relevant maximum benefit limits as specified in the Schedule of Benefits.

23. “First Period of Insurance” shall mean the initial Period of Insurance before any Renewal has taken place.

24. “Hong Kong” shall mean the Hong Kong Special Administrative Region of the People’s Republic of China.

25. “Hospital” shall mean an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as resident patients and which: a) has facilities for diagnosis and major operations; b) provides 24-hour nursing services by licensed or registered nurses; c) maintains a Physician; and d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or a similar establishment.

26. “Immediate Family Member” shall mean a person’s spouse, children, parents, brothers or sisters, grandparents, grandchildren, legal guardian or parents-in-law.

27. “Injury” shall mean any bodily damage solely caused by an Accident independent of any other causes.

28. “Inpatient” shall mean an Insured a) who is registered as a resident bed patient in a Hospital for receiving Medically Necessary treatment of any Sickness, Disease or Injury, which cannot be performed safely in an outpatient setting; and b) whose occupancy of a bed is evidenced by a daily room and board charges invoice issued by a Hospital.

29. “Insured” shall mean any person who is insured under this Policy and named as an “Insured” in the Schedule of Insured(s) or the subsequent endorsement to this Policy.

30. “Insured Effective Date” shall mean, with respect to any addition of Insured to this Policy on or after the Policy Effective Date, the first day on which an Insured is added to and covered by this Policy. The respective Insured Effective Date is specified in the Schedule of Insured(s).

31. “Medically Necessary” shall mean the need to have treatment or service for the purpose of treating a Disability or Dental Condition in accordance with the generally accepted standards of medical practice and such treatment or service must:

a) require the expertise of a Qualified Medical Practitioner;

b) be consistent with the diagnosis and necessary for the treatment of the condition;

c) be rendered in accordance with professional and prudent standards of medical practice, and not be rendered primarily for the convenience or the comfort of an Insured, his family members, caretaker or attending Qualified Medical Practitioner; and

d) be rendered in the most cost-efficient manner and setting appropriate in the circumstances.

32. “Mental or Psychiatric Hospital” shall mean an establishment duly constituted and registered as a hospital which specialises in providing mental, psychiatric or psychological treatments and offers:

a) 24-hour nursing services rendered by licensed or registered nurses; and

b) 24-hour attendance and supervision rendered by a Psychiatrist.

33. “Pathologist” shall mean a Specialist in pathology.

34. “Period of Insurance” shall mean the period of time during which this Policy is in force, which is specified as “Period of Insurance” in the Policy Schedule or any subsequent endorsement to this Policy.

35. “Physician” shall mean a medical practitioner who is a) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for rendering medical and surgical service as a practitioner of western medicine in the locality where the treatment is provided to an Insured, but in no circumstance shall include the
36. “Physiotherapist” shall mean a person who is a) duly registered with the Supplementary Medical Professions Council of Hong Kong pursuant to the Supplementary Medical Professions Ordinance (Cap. 359 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for practising physiotherapy in the locality where the treatment is provided to an Insured, but in no circumstance shall include the Insured, the Policyholder, an insurance intermediary or an employer, employee, Immediate Family Member or business partner(s) of the Policyholder and/or the Insured(s).

37. “Policy” shall mean this “Taipan Medical Insurance Plan” underwritten and issued by the Company and refers to the entire contract between the Policyholder and the Company including but not limited to these terms and conditions, the Application, declaration, Policy Schedule, Schedule of Benefits, Schedule of Insured(s), and any attachments or endorsements attached thereto, if applicable.

38. “Policy Effective Date” shall mean the commencement date of the First Period of Insurance which is specified as “Policy Effective Date” in the Policy Schedule.

39. “Policy Schedule” shall mean the “Policy Schedule” attached to this Policy which sets out the Policy details and the Period of Insurance.

40. “Policyholder” shall mean the person or corporation who owns this Policy and is named as the “Policyholder” in the Policy Schedule or subsequent endorsement to this Policy.

41. “Pre-existing Conditions” shall mean, in respect of an Insured, any Sickness, Disease, Injury, physical or psychiatric condition, or physiological degradation which:
   a) has existed or has been diagnosed; or
   b) has manifested signs or symptoms of which the Insured is aware or should have reasonably been aware,

preceding the Policy Effective Date, Insured Effective Date or Benefit Effective Date (as the case may be).

42. “Prescribed Medicines and Drugs” shall mean the western medicines and drugs as prescribed by a Physician for the treatment of a Disability.

43. “Prosthetic Devices” shall mean prosthetic external devices that replace a limb or all or part of a missing body part due to a Disability for resuming its initial functioning (including but not limited to artificial arms, legs, feet, hands, but excluding replacement for cosmetic purpose or device being lost or stolen, or not for rehabilitative reason), and which must be ordered under the direction of a Physician during a Confinement or surgical procedure.

44. “Psychiatrist” shall mean a Specialist in psychiatry.

45. “Psychologist” shall mean a person who a) possesses the professional qualification to practise as a clinical psychologist in the locality where the treatment is provided to an Insured, and b) holds a post-graduate degree in clinical psychology from a regionally accredited graduate or professional school, but in no circumstance shall include the Insured, the Policyholder, an insurance intermediary or an employer, employee, Immediate Family Member or business partner(s) of the Policyholder and/or the Insured(s).

46. “Qualified Medical Practitioner” shall mean an Anaesthetist, Chinese Medicine Practitioner, Chiropractor, Dentist, Pathologist, Physician, Physiotherapist, Psychiatrist, Psychologist, Radiologist, Specialist, Surgeon or any other qualified medical practitioner who is registered or licensed to render treatments or services corresponding to his professional area in the locality where the treatment is provided to an Insured.

47. “Radiologist” shall mean a Specialist in radiology.

48. “Reasonable and Customary” shall mean a charge for medical treatments, services or supplies, which does not exceed the general level of charges being charged by the relevant service providers or suppliers of similar standing in the locality where the charge is incurred for similar treatments, services or supplies to individuals of the same sex and age, for a similar disease or injury. The “Reasonable and Customary” charges shall not in any event exceed the actual charges incurred. In determining whether an expense is “Reasonable and Customary”, the Company may make reference to the following (if applicable):
   a) the gazette issued by the Hong Kong government which sets out the fees for the private patient services in public hospitals in Hong Kong;
   b) industrial treatment or service fee survey;
   c) internal claim statistics;
   d) extent or level of benefit insured; and/or
   e) other pertinent source of reference in the locality where the treatments, services or supplies are provided.

49. “Renewal” or “Renew” shall mean this Policy is renewed without any lapse of time upon its expiry.

50. “Renewal Date” shall mean each anniversary of the Policy Effective Date upon Renewal of the Policy.

51. “Schedule of Benefits” shall mean the “Schedule of Benefits” attached to this Policy which sets out the benefits conditions and maximum benefits covered (as revised from time to time).

52. “Schedule of Insured(s)” shall mean the “Schedule of Insured(s)” attached to this Policy which sets out the particulars of each Insured, his eligible benefits and premium details under this Policy.

53. “Sickness” or “Disease” shall mean a physical or medical condition marked by a pathological deviation from the normal healthy state.

54. “Specialist” shall mean any Physician who is a) registered in the Specialist Register of the Medical Council of Hong Kong or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for practising specialist care according to his qualified specialty in the locality where the treatment is provided to an Insured.
55. “Stay” shall mean an admission of an Insured to a Mental or Psychiatric Hospital for a stay for a period of no less than 6 consecutive hours upon the recommendation of a Physician or a Psychiatrist (as the case may be) in writing. For the avoidance of doubt, such recommendation must be obtained prior to the discharge of the Insured.

56. “Surgeon” shall mean a Specialist who is qualified to perform a surgical procedure or operation.

**GENERAL CONDITIONS**

**Interpretation**

a) Throughout this Policy, where the context so admits, 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 this Policy.

c) A time of day is a reference to the time in Hong Kong.

d) Unless otherwise provided in any endorsement attached to this Policy, should there be any conflict between the terms and conditions in this Policy and those contained in any other material produced by the Company, these terms and conditions shall prevail.

e) Unless otherwise defined, capitalised terms used in this Policy shall have the meanings ascribed to them under the definitions section of these terms and conditions.

f) The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version of this Policy shall apply and prevail.

**Addition or Deletion of Insured**

The Policyholder may request for addition or deletion of any Insured at Renewal. The addition of an Insured is however subject to the approval of the Company.

**Alterations**

No alteration to this Policy including any endorsement thereto shall be valid unless the same is duly signed by an authorised representative of the Company.

**Cancellation**

The Policyholder may cancel this Policy by giving no less than 7 days’ prior written notice to the Company. The Policyholder may be entitled to a refund of part of the premium paid without interest during the First Period of Insurance if the following conditions are fulfilled: a) no claims have been made; b) there is no outstanding annual premium under this Policy; and c) all healthcare cards (if any) and coupons (if any) are not being used and are returned to the Company. Subject to other terms and conditions of this Policy, the premium will then be refunded in accordance with the table below:

<table>
<thead>
<tr>
<th>Period covered from the Policy Effective Date</th>
<th>Premium to be refunded of the annual premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not exceeding 2 months</td>
<td>75%</td>
</tr>
<tr>
<td>4 months</td>
<td>55%</td>
</tr>
<tr>
<td>6 months</td>
<td>35%</td>
</tr>
<tr>
<td>8 months</td>
<td>15%</td>
</tr>
<tr>
<td>Over 8 months</td>
<td>Nil</td>
</tr>
</tbody>
</table>

No premium will be refunded to the Policyholder after the end of the 8th month of the First Period of Insurance.

Notwithstanding anything to the contrary, any indebtedness due and owing under this Policy shall be deducted from the premium to be refunded.

Subject to other terms and conditions of this Policy, if cancellation shall take place after this Policy has been Renewed upon the expiry of the First Period of Insurance, no premium will be refunded to the Policyholder.

The Company may cease to provide cover to an Insured if any requirement under this Policy has not been complied with and in such event, the Company may refund the premium to the Policyholder on a pro-rata basis for the unexpired Period of Insurance in respect of that Insured. For the avoidance of doubt, this Policy shall remain effective for the remainder of the Period of Insurance in respect of other Insured(s).

**Change of Risk**

During the Period of Insurance, the Policyholder shall give immediate notice to the Company in respect of any change of address, residency, occupation of an Insured or any other change of risk which may affect the cover of this Policy. The Company reserves the right to adjust the premium for any period, in the past or future, the benefits and/or other terms and conditions of this Policy to effect such change of risk. The Policyholder shall pay any additional premium as required before any benefit is payable under this Policy.

**Change of Benefits**

Any change of benefits or coverage under this Policy as requested by the Policyholder shall only take effect at Renewal or otherwise subject to the approval by the Company.

If an Insured is suffering from a Disability prior to the benefit upgrade, in respect of such Disability, the Insured shall only be entitled to the benefit level in-force at the time when the Disability commences.

**Clerical Error**

Any clerical error shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

**Currency of Payment**

All the amounts payable to or by the Company shall be made in the currency specified in the Policy Schedule or in Hong Kong dollars if not specified. The currency exchange rate is solely determined by the Company with reference to the prevailing market rate.

**Governing Law**

This Policy is issued in Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong.

**Liability**

The due observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured(s) or any other person claiming to be indemnified, and the truth of the contents of the Application, proposal and declaration shall be conditions precedent to any liability of the Company.
Minimum and Maximum Age
Anyone who is between Age of 12 days and 70 years (both inclusive) is eligible to enrol under this Policy, provided that coverage under the optional benefits is subject to the Age limits, if any, as set out in the Schedule of Benefits.

Misstatement of Age and/or Sex
Without prejudice to the Company’s rights in the case of misrepresentation and fraud, if an Insured’s Age and/or sex is misstated in the Application or in any subsequent document submitted to the Company, the Company may adjust the premium, in the past or future, on the basis of the correct Age and/or sex. No benefits shall be payable unless the adjusted premium has been paid.

Where an Insured would not have satisfied the insurability requirements on the basis of the correct Age or sex, the Company has the right to declare this Policy void or refuse to provide coverage for the Insured. If a claim has been paid in respect of an Insured who is not insurable according to the Company’s requirements, any benefits obtained by the Policyholder and/or the Insured shall become immediately repayable to the Company. The liability of the Company shall be limited to refunding the premium paid for such cover without interest less any benefits paid in respect of the Insured.

Misrepresentation/Fraud
The Company has the right to declare this Policy void, demand repayment of any benefits paid and/or refuse to provide coverage under this Policy in case of any of the following events:

a) any material fact affecting the risk is incorrectly stated in or omitted from the Application or any statement or declaration made by an Insured at the time of application or any time thereafter;
b) this Policy or any Renewal thereof is obtained through any misrepresentation or suppression;
c) any claim submitted is fraudulent or exaggerated;
d) any declaration or statement in support of the Application or any claim is untrue.

Notices to Company
All notices which the Company requires the Policyholder and/or the Insured(s) to give must be in writing, addressed to and received by the Company.

Other Insurance or Sources
In the event that an Insured is entitled to recover all or part of the expenses from any other insurance or sources, the Company will only be liable for such amount in excess of the amount payable under such other insurance or sources.

Ownership and Discharge under the Policy
The Company shall treat the Policyholder as the absolute owner of this Policy and shall not be bound to recognise any equitable or other interest of any other party in this Policy. The payment of any benefits hereunder to the Policyholder or Insured(s) shall be deemed to be full and effective discharge of the Company’s obligations under this Policy.

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

Special Cover for Infants
Should an infant be born to the parents who are both insured under the “Taipan Medical Insurance Plan” underwritten and issued by the Company (whether under the same policy or different policies), and if the Company shall be notified in writing by the Policyholder of the birth of the infant within 90 days from the date of birth, the newborn infant shall automatically be covered by the Basic Hospital and Surgical Benefits under Section A of the Benefits Provisions from the Age of 12 days until the next Renewal Date (and if the parents are insured under different policies having different Renewal Dates, the later Renewal Date). The level of benefits enjoyed by the infant shall be the same as that of the parents. If the parents are insured with different levels of benefits, the level of benefits enjoyed by the infant shall be the lower of the two levels as at the time when coverage for the infant commences. Coverage for the infant may continue upon Renewal of this Policy by adding the infant as an Insured to this Policy subject to the payment of additional premium required by the Company.

Subrogation
The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured(s) against any third party who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered from any third party shall belong to the Company. The Policyholder and/or the Insured(s) shall fully cooperate with the Company in the recovery action.

Suits Against Third Parties
Nothing in this Policy shall render the Company liable to indemnify, join, respond to or defend any suit for damages for any cause or reason which may be instituted by the Policyholder or the Insured(s) against any Qualified Medical Practitioner, Hospital or Mental or Psychiatric Hospital nominated under this Policy, including without limitation to any suit for negligence, malpractice or professional misconduct or any other causes in relation to or arising out of the treatment or examination of the Insured(s) under the terms of this Policy.

Termination of Benefits
Unless renewed by the Company, the benefits under this Policy shall be terminated at the expiry of the Period of Insurance. If an Insured is Confined in a Hospital for a Disability at the time before such termination, then the benefits for that Disability under this Policy shall be terminated at the time when the Insured is discharged from the Hospital for that Disability or the Insured’s benefits for that Disability have been exhausted, whichever is earlier.

Termination of Policy
This Policy shall automatically terminate on the earlier of the following:

a) when the Policyholder cancels this Policy, or this Policy is cancelled due to non-payment of premiums or any circumstance as set out in the “Misstatement of Age and/or Sex” Clause or “Misrepresentation/Fraud” Clause of the General Conditions of these terms and conditions (as the case may be); or
b) the date of death of the last remaining life insured under this Policy.
Immediately following the termination of this Policy, insurance coverage under this Policy shall cease to be in force. No unearned premium paid for the Period of Insurance of this Policy shall be refunded, unless specified otherwise.

**Territorial Scope of Cover**

All benefits described in this Policy are applicable worldwide except where otherwise stated.

**Waiver**

No waiver by any party of any breach by any other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof and any forbearance or delay by any party in exercising any of its rights hereunder shall not be construed as a waiver thereof, and the provisions of this Policy insofar as the same shall not have been performed as of the date of this Policy shall remain in full force and effect.

**PREMIUM PROVISIONS**

**Grace Period**

The Company shall allow a grace period of 30 days after the premium due date for payment of each premium. This Policy will continue to be in effect during the grace period but no benefits shall be payable unless the premium is paid. If the premium remains unpaid at the expiration of the grace period, this Policy shall lapse as from the premium due date.

**Payment of Premiums**

The amount of premium payable is specified in the Schedule of Insured(s) or any endorsement attached to this Policy. The premium, whether paid annually or by instalment as agreed by the Company, shall be paid in advance when due before any benefits under this Policy shall be paid. Where applicable and agreed by the Company, premium for less than one full policy year will be calculated on a daily pro-rata basis and the number of days or visits specified as the maximum benefit limits in the Schedule of Benefits (if any) will be adjusted accordingly.

Premium due dates, Renewal Dates and policy years are determined with reference to the Policy Effective Date as shown in the Policy Schedule. The first premium is due on the Policy Effective Date.

**No Claim Discount**

Provided that no benefit under the Basic Benefits (i.e. Section A of the Benefits Provisions) has been paid or is payable in respect of an Insured during the respective no claim period as specified in the table below, the corresponding discount rate shall be applied to the premium payable for the Basic Benefits upon Renewal of the insurance coverage for that Insured:

<table>
<thead>
<tr>
<th>No claim period immediately preceding Renewal</th>
<th>Discount rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>5%</td>
</tr>
<tr>
<td>2 consecutive years</td>
<td>5%</td>
</tr>
<tr>
<td>3 consecutive years</td>
<td>10%</td>
</tr>
<tr>
<td>4 consecutive years</td>
<td>10%</td>
</tr>
<tr>
<td>5 consecutive years or more</td>
<td>15%</td>
</tr>
</tbody>
</table>

In the event that the insurance coverage for that Insured is Renewed at a no claim discount, a claim by that Insured for any benefit under the Basic Benefits section, which has accrued in the previous Period of Insurance, is paid or becomes payable by the Company, the Policyholder shall reimburse the discounted amount to the Company within 21 days from the date of an invoice issued by the Company. No benefits shall be payable to the Insured under this Policy unless the discounted amount is received by the Company.

Notwithstanding anything to the contrary, any claim made under Sections A.14 and A.15 of the Benefits Provisions will not affect an Insured’s eligibility for the no claim discount.

For the avoidance of doubt, the no claim discount does not apply to the Optional Benefits under the Benefits Provisions of this Policy.

**RENEWAL PROVISIONS**

**Renewal**

This Policy, subject to the payment of premiums, shall be in force for one policy year, from the Policy Effective Date to the day before the first anniversary of the Policy Effective Date.

At the expiry of this Policy, subject to the right of the Company to terminate this Policy as provided herein, this Policy shall be automatically Renewed for another Period of Insurance subject to the successful collection of premium at such rate or on such terms as the Company may determine depending on the benefits and the scope of coverage at the time of each Renewal and the Renewal of this Policy is guaranteed for life.

In the event that the Policyholder disagrees with the Renewal, he may give a written notice to the Company within 30 days from the Renewal Date of this Policy ("Cooling-off Period") to cancel such Renewal. This Policy shall then be terminated at the expiry of the Period of Insurance immediately prior to such Renewal. The Policyholder will be entitled to a full refund of the premium paid for such Renewal, provided that (a) no claim* has been made within such Cooling-off Period and (b) all healthcare cards (if any), and coupons which are issued to the Insured(s) for such Renewal (if any), are not being used within the Cooling-off Period and are returned to the Company.

* except claims made within the Cooling-off Period seeking reimbursement of Eligible Expenses:

  a) incurred before the termination of this Policy; or
  b) arising from the Confinement of an Insured within the Cooling-off Period as a result of a Disability on conditions that (i) such Confinement occasioned by the Disability shall commence before the termination of this Policy, and (ii) the benefits of the Insured for that Disability have not yet been exhausted.

The Company reserves the right to cease offering or suspend this plan, revise the benefits, premiums, terms and conditions, and to make changes to this Policy. If the Company decides to cease offering or suspend this plan, the Company will endeavour to transfer the Insured(s) to another available medical insurance plan.

Taipan Medical Insurance Plan (1/2020) Page 6 of 19
Revision of Benefit Structure
The Company reserves the right to revise the benefit structure under this Policy. The Company will give the Policyholder a written notice of not less than 30 days prior to the expiry of the Period of Insurance, specifying the revised Schedule of Benefits, the new premium and its effective date. The revised Schedule of Benefits and new premium shall take effect on the Renewal Date or any other date as specified in the notice. This Policy shall automatically terminate on the next premium due date unless the Policyholder accepts the revised terms of the written notice and pays the premium. Following each revision, the revised Schedule of Benefits shall be issued together with an endorsement (if applicable).

CLAIM PROVISIONS

Abandoned Claims
If the Company disclaims liability for any claim under this Policy, and such claim has not been referred by the Policyholder and/or Insured to arbitration as described below within 12 calendar months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.

Arbitration
Any disputes or differences arising out of or in connection with this Policy shall be referred to and determined by arbitration in accordance with the Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong). If the parties fail to agree on the choice of an arbitrator, the Chairperson of Hong Kong International Arbitration Centre shall appoint one.

Claim Procedures
Within 90 days after clinical visit or discharge from Confinement or Stay, any related claim must be notified and submitted to the Company using the prescribed form, together with all necessary original documents. Failure to give notice or submit a claim within the specified time period will result in rejection of such claim.

The Company may require further submission of information, certificates, evidence, medical reports, data or other materials for claims assessment purpose. The Company shall not accept liability for any claim if the required information is not received within 60 days from the issue date of any written request(s) unless otherwise agreed and approved by the Company.

The Company reserves the right to appoint a Physician to examine the Insured(s).

The Company reserves the right to deduct any unpaid premium for the relevant Period of Insurance from any amount payable by the Company under this Policy.

Payment of a claim by the Company shall not be regarded as precedent for payment of subsequent claims. If a claim, which is not payable according to the terms and conditions of this Policy, has been paid, the Policyholder and the Insured shall upon written demand of the Company be liable to reimburse the Company immediately for the amount so paid, including all ineligible or excessive expenses incurred.

No arbitration shall be commenced within the first 60 days from the date when all proof of claims as required by this Policy has been received by the Company.

BENEFITS PROVISIONS

All benefits payable to an Insured pursuant to (i) Section A – Basic Hospital and Surgical Benefits (Items 1-18); (ii) Section B – Optional Outpatient Benefits (Items 1-10); and (iii) Section C – Optional Dental Benefits (Items 1-3) below are subject to the maximum benefit limits, Deductible (if applicable), reimbursement percentage and benefits conditions applicable to the selected plan level and benefit level code as stated in the Schedule of Benefits, as well as the terms and conditions and exclusions of this Policy. For sections or items indicated with an asterisk (*), benefits in such sections or items are available only if the Policyholder or Insured has opted for those benefits under this Policy.

BASIC BENEFITS

A. Basic Hospital and Surgical Benefits
Except for Section A.17 of the Benefit Provisions which is subject to the conditions thereunder, if during the Period of Insurance, an Insured, as a result of a Disability, is Confined in a Hospital or Stays in a Mental or Psychiatric Hospital; or is treated in a clinic or the outpatient department of a Hospital as an outpatient or day patient (as the case may be), Eligible Expenses shall be payable in respect of the following:

1. Room and Board – hospital room charges including meals incurred by an Insured during Confinement.
2. Miscellaneous Hospital Charges – charges incurred by an Insured as an Inpatient for receiving treatment of a Disability, and include, without limitation, the following as well as charges for items q & r below incurred by the Insured as an outpatient:
   a) Road ambulance service to and/or from the Hospital;
   b) Anaesthetic and oxygen administration;
   c) Blood transfusion, including charges for blood and blood plasma;
   d) Dressing and plaster casts;
   e) Prescribed Medicines and Drugs consumed and general nursing services rendered during Confinement;
   f) Medical and surgical appliances, implants and devices;
   g) Medical and surgical disposables and consumables used in a ward;
   h) Films, imaging and X-ray and their interpretation;
   i) Intravenous infusions including IV fluids;
   j) Laboratory examinations;
   k) Radioactive isotope, radiotherapy and related tests;
   l) Computerised Tomography Scan (“CT Scan”), Magnetic Resonance Imaging (“MRI”) and Positron Emission Tomography Scan (“PET Scan”) services;
   m) Inpatient rental of walking aids and wheelchair;
   n) Anaesthetist’s fees and operating theatre charges (if these benefits are not separately listed in the Schedule of Benefits), and charges incurred for the consumables and equipment used during the surgical procedure or operation;
o) Physiotherapy;
p) Hospital charges for the period during which the
Insured is under intensive care;
q) Cancer Treatment upon the written recommendation
of the attending Physician; and
r) Regular haemodialysis or peritoneal dialysis for the
treatment of chronic and irreversible kidney failure
upon the written recommendation of the attending
Physician.

Note: Charges for physiotherapy and advanced
imaging services such as MRI, CT Scan and PET
Scan which could have been done in an
outpatient facility without the need to be
admitted to a Hospital as an Inpatient are not
payable under Section A.2 of the Benefits
Provisions above.

3. Surgeon’s Fees – the fees payable for a surgical
procedure or operation performed on an Insured by a
Surgeon during a Confinement or Day Case Procedure
upon the written recommendation of his attending
Physician.

4. Anaesthetist’s Fees – charges for services rendered by
an Anaesthetist in relation to a surgical procedure or
operation performed on an Insured on condition that
Surgeon’s fees are payable under Section A.3 of the
Benefits Provisions.

5. Operating Theatre Charges – charges for the use of an
operating theatre (including but not limited to a
treatment room and recovery room) during a surgical
procedure or operation on condition that Surgeon’s fees
are payable under Section A.3 of the Benefits
Provisions.

Note: For Sections A.3, A.4 and A.5 of the Benefits
Provisions above, if multiple surgical operations are
performed in respect of the same Disability, the total
sum payable will be capped at the maximum limit in
respect of such Disability specified in the Schedule of
Benefits.

6. Companion Bed for Insured Child – If an Insured who is
under the Age of 19 is Confined as an Inpatient, the
Company shall reimburse the charges incurred for one
extra bed for an Immediate Family Member of such
Insured.

7. Physician’s Visit Fees – charges for attending Physician’s
visit per day in respect of a Confinement or a Day Case
Procedure (as the case may be), or charges for clinic
consultation rendered by the attending Physician on the
same day of the Day Case Procedure; and charges for
professional services rendered by the attending
Physician in respect of such Confinement or Day Case
Procedure, including but not limited to escort in
ambulance, monitoring and interpretation of report.

For all Confinement cases or Day Case Procedures, this
benefit also includes charges for one pre-hospitalisation
or pre-surgical clinic consultation (including medication
and dressings) and all necessary follow up consultations
(including medication and dressings) up to a maximum
of 6 weeks after discharge from the Hospital or
receiving the Day Case Procedure provided that the
consultations are directly related to and as a result of the
diagnosis necessitating such Confinement, surgical
procedures or operations, and are rendered by the
attending Physician or other Physicians practising in the
same clinic of the Physician.

8. Specialist’s Fees – charges for Specialist’s consultation
during a Confinement incurred upon the written
recommendation of the attending Physician.

9. Pathologist’s Fees – charges for Pathologist’s
consultation during a Confinement incurred upon the
written recommendation of the attending Physician.

10. Radiologist’s Fees – charges for Radiologist’s
consultation during a Confinement incurred upon the
written recommendation of the attending Physician.

11. Registered Private Nurse’s Fees – nursing fees incurred
upon the written recommendation of the attending
Physician by an Insured as an Inpatient or at the
Insured’s residential home following the Insured’s
discharge from the Hospital.

12. Prosthetic Devices Expenses – If Prosthetic Devices are
required to be implanted or replaced during a surgical
procedure or operation on the Insured by a Surgeon, the
Company shall reimburse the cost of such Prosthetic
Devices.

13. Mental or Psychological Treatment – If treatment of
mental, behavioural, psychiatric or psychological
disorder (including treatment rendered by a
Psychologist) is received by an Insured upon the written
recommendation of his attending Psychiatrist during an
Insured’s Stay in a Mental or Psychiatric Hospital or his
Confinement, the Company shall reimburse the charges
incurred for such Stay or Confinement.

14. Emergency Outpatient Treatment – charges for the
treatment provided by a Physician at the outpatient or
emergency department of a Hospital or in his clinic
within 24 hours of an Accident.

15. Outpatient Surgery Cash Allowance – In addition to the
Surgeon’s fees payable under Section A.3 of the Benefits
Provisions, the Company shall pay a cash allowance in
the amount specified in the Schedule of Benefits if any
of the surgeries specified under the Schedule of Benefits
is performed on an Insured during a Day Case
Procedure.

16. Hospital Income for Double Benefit – For the Insured
covered by any other hospital reimbursement plans
offered by a licensed insurance company other than the
Company, regardless of whether it is an individual or
group policy, if the Company reimburses after any
reimbursement has been paid from such licensed
insurance company, this benefit shall be payable as
extra cash benefit for each day of Confinement period in
Hospital subject to the limits as specified in the
Schedule of Benefits.

This benefit is only applicable to an Insured with no
Deductible under his insurance coverage of this Policy.

17. Normal Delivery/Caesarean Section – If an Insured who
is attended by a Specialist in obstetrics delivers in a
Hospital, the Company shall reimburse the Reasonable
and Customary charges incurred for either a normal
delivery or a caesarean section in relation to each
pregnancy but not both, including outpatient
consultation fees for pre and post natal care, room and
board charges, Surgeon’s fees, miscellaneous hospital
charges and not more than 7 days of nursery care
incidental to the normal delivery or the caesarean
section. Once this benefit is payable, the Insured shall not be entitled to any other benefit under this Policy in respect of the Confinement, surgical procedure or consultation received by the Insured.

This benefit is not payable during a waiting period of 1 year from the Policy Effective Date, Insured Effective Date or Benefit Effective Date (whichever is the latest). For the avoidance of doubt, this benefit only takes effect after the expiration of the waiting period.

18. Miscarriage or Therapeutic Abortion – If an Insured, upon the written recommendation of a Specialist in obstetrics, receives treatment of miscarriage or therapeutic abortion from him in his clinic or a Hospital, the Company shall reimburse the Eligible Expenses incurred in relation to the pregnancy, including pre-natal care.

This benefit is not payable during a waiting period of 90 days from the Policy Effective Date, Insured Effective Date or Benefit Effective Date (whichever is the latest). For the avoidance of doubt, this benefit only takes effect after the expiration of the waiting period.

Note: For Sections A.1, A.6, A.7, A.11 and A.13 of the Benefits Provisions above, the maximum benefit limits specified in the Schedule of Benefits are limited on a daily basis irrespective of whether an Insured is suffering from one or more Disabilities.

OPTIONAL BENEFITS

B. Optional Outpatient Benefits*

If during the Period of Insurance, an Insured, as a result of a Disability, is treated in a clinic or the outpatient department of a Hospital as an outpatient or day patient, Eligible Expenses shall be payable in respect of the following:

1. General Practitioner’s Consultation – charges for the consultation rendered by a Physician who is registered as a general practitioner and charges for medicine dispensed at the clinic or Hospital where the medical consultation takes place as well as charges for dressings.

2. Chinese Medicine Practitioner Treatment – charges for the consultation rendered by a Chinese Medicine Practitioner for Chinese medicine treatment (including bone-setting) and charges for medicine dispensed at the clinic or Hospital where the medical consultation takes place.

3. Specialist’s Consultation – charges for the consultation rendered by a Specialist and charges for medicine dispensed at the clinic or Hospital where the medical consultation takes place.

4. Prescribed Medicines and Drugs – charges for Prescribed Medicines and Drugs purchased from a registered pharmacy other than the clinic or Hospital where the medical consultation takes place upon the written prescription of a Physician.

5. Diagnostic X-rays and Laboratory Tests – charges for X-rays; ultrasounds; advanced imaging such as MRI, CT Scan, PET Scan; electrocardiogram and laboratory tests upon the written recommendation of a Physician for diagnostic purposes.

6. Surgical Appliances – charges for surgical appliances and consumables if an Insured receives surgery during a Day Case Procedure.

7. Physiotherapy Services – charges for the services rendered by a Physiotherapist.

8. Chiropractic Services – charges for the services rendered by a Chiropractor.

9. Hypnotherapy Services – charges for the services rendered by a qualified or accredited clinical hypnotherapist upon the written recommendation of a Physician.

10. Acupuncture Treatment – charges for acupuncture treatment rendered by a Physiotherapist or Chinese Medicine Practitioner.

C. Optional Dental Benefits*

If during the Period of Insurance, an Insured receives treatments or services in respect of a Dental Condition or an Injury, the following benefits shall be payable:

1. Oral Examination and Scale & Polish – If an Insured receives an oral examination or scaling and polishing performed by a Dentist in an approved dental facility, the Company shall reimburse the Reasonable and Customary charges incurred, limited to a maximum of twice per Period of Insurance.

2. Routine Treatments – If an Insured receives any of the following routine dental treatments performed by a Dentist in an approved dental facility, the Company shall reimburse the Eligible Expenses incurred, including medications prescribed by the Dentist:

   a) tooth fillings;
   b) tooth extraction (except removal of wisdom tooth or impacted tooth);
   c) X-ray (including oral panoramic X-ray);
   d) inlays & onlays (except gold inlays and onlays);
   e) drainage of abscesses;
   f) root canal work; and
   g) periodontal surgery other than for cosmetic purposes.

   This benefit is not payable during a waiting period of 90 days from the Policy Effective Date, Insured Effective Date or Benefit Effective Date (whichever is the latest). For the avoidance of doubt, this benefit only takes effect after the expiration of the waiting period.

3. Restoration Treatments – If an Insured receives the following major restoration treatments or surgeries performed by a Dentist in an approved dental facility, the Company shall reimburse the Eligible Expenses incurred, including medications prescribed by the Dentist:

   a) removal of wisdom tooth or impacted tooth;
   b) new or repair of dentures;
   c) new or repair of crown (excluding gold crowns);
   d) new or repair of bridge work (excluding gold bridge work);
   e) implants;
   f) pins for cusp restoration;
   g) anaesthesia;
   h) soft-tissue/bony impaction;
   i) gold inlays and onlays;
   j) apicoectomy; and
   k) orthodontic treatment.

Taipan Medical Insurance Plan (1/2020) Page 9 of 19
This benefit is not payable during a waiting period of 90 days from the Policy Effective Date, Insured Effective Date or Benefit Effective Date (whichever is the latest). For the avoidance of doubt, this benefit only takes effect after the expiration of the waiting period.

CREDIT FACILITIES SERVICES PROVISIONS

Credit Facilities Services may be offered to the Insured subject to the final approval of the Company.

1. Healthcare Card
   The usage of the healthcare card (if applicable) should always be subject to the terms and conditions for using the healthcare card prescribed by the Company. Such terms and conditions shall form part of this Policy and the Company may amend such terms and conditions from time to time. For an updated version of such terms and conditions, please refer to the “Blue Cross Healthcare Card – User Guide” on the Company’s website at http://www.bluecross.com.hk.

   The Policyholder and the Insured shall also be liable to the Company for any amount incurred as a result of the use of an unreturned, lost or stolen healthcare card. A handling fee will be charged for the replacement of the healthcare card.

2. Direct Billing and Settlement
   An arrangement for direct billing and settlement of medical expenses may be made between the Company and designated healthcare providers up to the maximum benefit limit of the Insured as specified in the Schedule of Benefits. The Policyholder and the Insured are liable for any ineligible expenses which are not covered by this Policy or any expenses exceeding the benefit limit, which have been charged to the Credit Facilities Services. The Policyholder and the Insured shall be liable to reimburse the Company immediately for all ineligible or excessive expenses incurred upon written demand. An interest will be charged at the prevailing interest rate on any amount that remains overdue for more than 30 days. For an updated version of such procedures, please refer to the “No Hospital Bills To Pay Service” on the Company’s website at http://www.bluecross.com.hk.

   The Company reserves the right to withhold payment of any claim if there is any outstanding charge back amount under this Policy.

   The Company may withdraw or suspend the Credit Facilities Services anytime upon written notice. All matters and disputes in relation to the Credit Facilities Services will be subject to the final decision of the Company.

EXCLUSIONS

Unless specifically included in the Schedule of Benefits or any endorsement to this Policy, the Company shall not pay any claims, costs or expenses in relation to or arising out of the following:

1. Any loss, costs or expenses which are recoverable under any law, medical program, or other insurance policy provided by any government, company, other insurers or any other third party.

2. Treatment or test which is not Medically Necessary; or purchase of drugs which are not prescribed by a Physician.

3. Confinement solely for the purpose of general checkup, diagnostic X-ray, advanced imaging, laboratory test or physiotherapy unless such test and service is recommended by a Physician for Medically Necessary treatment of a Disability which cannot be effectively performed at outpatient settings.

4. Treatment related to Congenital Conditions (except Hernias, Strabismus and Phimosis) or Developmental Conditions or disease of similar kind.

5. Pre-existing Conditions.

6. Expenses directly or indirectly arising from Human Immunodeficiency Virus (“HIV”) and its related Disability, including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivation or variations thereof, consequential upon an HIV infection occurring before the Insured Effective Date. For the purposes of this exclusion, any HIV related Disability emerging within 5 years after the Insured Effective Date will be conclusively presumed to proceed from an HIV infection occurring prior to the Insured Effective Date.

7. Treatment or Disability directly or indirectly arising from or consequent upon:
   the abuse of drugs or alcohol, self-inflicted injuries or attempted suicide, illegal activity, or driving or maneuvering machines whilst exceeding the prescribed alcohol and drug limit, or venereal and sexually transmitted disease or its sequelae.

8. Any charges in respect of services for beautification, cosmetic purposes or non-medically related conditions; expenses for hearing tests, routine blood tests, general check-ups, prophylaxis treatment, vaccinations or inoculations, Hair Mineral Analysis (HMA), bird’s nest, lingzhi, ginseng and other specialised Chinese tonic medicine, health supplements (unless approved by the Company); charges for correcting visual acuity or refractive errors including but not limited to eye refractive therapy, visual tests, fitting of spectacles or lens and any related operational procedures and services.

9. Treatment of a Dental Condition and oral surgery (except treatment of an emergency and surgery arising from an Accident received by an Insured during Confinement) as well as follow up treatment of the Dental Condition or oral surgery whether as an inpatient or outpatient except as otherwise provided in Section C of the Benefits Provisions.

10. Except as otherwise provided in Section A.17 or Section A.18 of the Benefits Provisions, all investigation, treatment, surgical procedure and counselling service relating to maternity conditions and its complications, including 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; and sexual dysfunction including but not limited to impotence, erectile dysfunction, pre-mature ejaculation regardless of cause.
11. Except as otherwise provided in Section A.12 of the Benefits Provisions, purchase of artificial limbs, body organs and prosthetic devices including those prosthetic devices that are surgically implanted; purchase or rental 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.

12. Except as otherwise provided in Section A.13 of the Benefits Provisions, treatment directly or indirectly arising from any psychotic, psychological, or psychiatric conditions and any physiological or psychosomatic manifestations thereof.

13. Except as otherwise provided in Section B.9 of the Benefits Provisions, alternative treatment including but not limited to acupressure, tianjiu, tui na, hypnotism, qigong, massage therapy, aroma therapy and such alike.

14. Experimental, unproven and/or new medical technology or procedure not yet approved by the Company with reference to the common standard in the locality where the treatment is received.

15. Non-medical services, including but not limited to guest meals, radio or TV rentals, telephone charges, photocopy charges, medical report charges, taxes and the like.

16. Treatment or Disability directly or indirectly arising from war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection or military or usurped power; resulting from taking part in military, air force, naval and other disciplinary services.
大班醫療保險計劃條款及細則

條款

保單持有人與本公司均同意:

1. 本保單與本保單附載的任何批註須一併閱讀，並構成一份保單持有人與本公司之間的合約；
2. 已填妥並交回本公司的投保申請文件及聲明為本合約的依據，並視為已納入作本保單的一部分；
3. 受保人或代表受保人於投保申請文件及問卷內所作之任何陳述，皆被視為申述，而非保證；
4. 在保單持有人已繳交全数首期保費及本公司已核准其投保申請文件的情況下，本保單將於保單資料頁內所列之保單生效日期起生效；及
5. 保單持有人須確保每名受保人知悉本保單之內容並恰當遵從與其相關之條款及細則。

釋義

除非文意另有規定，本部分的定義適用於此條款及細則、保單資料頁、保障利益表、受保人附錄或本保單附載的任何批註內出現的下列詞語:

1. 「意外」指因暴力、外在及可見因素引致並且完全非受保人所能預料及控制的突發事故。
2. 「積極治療」指因疾病、病痛或傷患而由醫生進行的治療，以致令受保人康復或回復其先前的健康狀態。
3. 「年齡」指最近受保期起始日的生日當天之年齡。
4. 「麻醉科醫生」指麻醉科專科醫生。
5. 「投保申請文件」指向本公司遞交的保單申請，包括但不限於投保申請表格、投保資格證明、任何向本公司提交的文件或資料，及任何就申請保單作出的陳述和聲明。
6. 「保障生效日期」指於受保人附錄內所列的保障生效日期，並作為於保單生效日期當日或之後任何增加或提升保障之保障起始日，惟必須受限於有關保障之等候期（如有）。
7. 「保障利益條款」指列於本保單條款及細則內之保障利益條款下的條文。
8. 「癌症治療」指為治療癌症而進行屬積極治療的化學治療、標靶治療、放射治療、荷爾蒙治療、免疫治療、數碼導航刀或伽瑪刀。
9. 「兒童」指符合以下各項的人士:
   a) 年齡已滿 12 天；
   b) 從未結婚；
   c) 在經濟上依賴受保人或保單持有人（按情況而定）；及
   d) 在 19 歲以下；或在 26 歲以下並為就讀於認可教育機構的全日制學生。
10. 「中醫師」指任何
    a) 根據《中醫藥條例》（香港法例第 549 章）於香港中醫藥管理委員會許可或如涉及香港以外地區，於當地擁有同等地位的機構註冊；及
    b) 在受保人接受治療當地獲合法授權提供中醫治療的人士，惟在任何情況下不包括受保人、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、直屬家庭成員或業務夥伴。
11. 「脊醫」指任何
    a) 根據《中醫藥條例》（香港法例第 549 章）於香港中醫藥管理委員會許可或如涉及香港以外地區，於當地擁有同等地位的機構註冊；及
    b) 在受保人接受治療當地獲合法授權提供中醫治療的人士，惟在任何情況下不包括受保人、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、直屬家庭成員或業務夥伴。
12. 「本公司」指屬字（亞太）保險有限公司。
13. 「住院」或「留院」指受保人於醫院的書面建議以住院病人身份入住醫院不少於連續 6 小時，為免存疑，受保人必須在出院前取得該建議。
14. 「先天性疾患」指任何於出生時已存在的醫學、身體或精神異常，不論該異常狀況是否於出生時已出現，或在任何情況下不包括受保人、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、直屬家庭成員或業務夥伴。
15. 「免付賬醫療服務」指由本公司提供及載於本保單之免付賬醫療服務條款內之免付賬醫療服務。
16. 「日症手術」指於門診設施由醫生進行屬醫療必要之醫療或外科程序。門診設施可包括
    a) 醫生診所；或
    b) 醫院設立及營運之日症中心、日間護理中心、門診部或相等之門診設施。
17. 「自付額」指本公司就每項傷病支付保障利益條款 A 部分（第 A.15、A.16、A.17 及 A.18 項除外）的保障前，保單持有人或受保人必須自行承擔的符合索償資格的費用之總額。「自付額」載明於保障利益表。
18. 「牙科狀況」指因受到病理偏差的影響而出現異常的牙科狀況。
19. 「牙醫」指任何
    a) 根據《牙醫註冊條例》（香港法例第 156 章）於香港牙醫管理委員會許可或如涉及香港以外地區，於當地擁有同等地位的機構註冊；及
    b) 在受保人接受治療當地獲合法授權提供牙科治療的人士，惟在任何情況下不包括受保人、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、直屬家庭成員或業務夥伴。
20. 「成長障礙狀況」指兒童於特定年齡、發育水平或階段在其身體、精神、認知、運動、語言、行為、社交、學習或其他發育上出現較正常健康狀況遲緩或受損的發育障礙。
21. 「傷病」指由同一致病原因引致的不適、疾病、受傷或精神疾病，包括由此而引起的其它併發症。
22. 「符合索償資格的費用」指因醫療必要需就傷病或牙科狀況接受治療所招致的合理慣例費用。該費用在任何情况下不得超過實際招致的費用以及保障利益表內載明的相關最高賠償額。
23. 「首個受保期」指最初並未曾續保之受保期。
24. 「香港」指中華人民共和國香港特別行政區。
25. 「醫院」指正式註冊成立作為醫院，提供住院服務以護理及治療傷病人士的機構。同時，
   a) 須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 24 小時看護服務。
c) 駐有醫生；及
d) 並非一般診所、戒酒或戒毒中心、護理療養中心、養老
或輔助護理中心、康復中心、護養院或同類機構。

26. 「專屬家庭成員」指某人士之配偶、子女、父母、兄弟姊妹
及祖父母、孫等法定監護人或配偶的父母。

27. 「受傷」指完全因意外，而非涉及其他原因所引致的
身體損害。

28. 「「直屬家庭成員」指某人士之配偶、子女、父母、兄弟姊妹
及祖父母、孫等法定監護人或配偶的父母。

29. 「受保人」指任何受保於本保單並於受保人附錄或隨後附
加於本保單的批註內列為「受保人」的入士。

30. 「受保人生效日期」指就任何於保單生效日期當日或之後
新增的受保人而言，其受保於本保單的起始日。「受保人
生效日期」載明於受保人附錄。

31. 「醫療必要」指需要就傷病或牙科狀況接受治療或service,
而所進行的治療或服務按照一般公認的醫療標準乃屬必要
的。

32. 「精神病院」指正式成立並註冊為專門提供精神及心理治
療的醫院，並須符合以下各項條件:

33. 「病理學家」指病理學專科醫生。

34. 「受保期」指本保單生效的期間。「受保期」載明於保單
資料頁或隨後附加於本保單的批註。

35. 「醫生」指任何 

36. 「物理治療師」指任何

37. 「保單」指本公司承保及簽發的「大班醫療保險計劃」,
並作為保單持有人與本公司之間的整份保單合約，包括但
不限於此條款及細則、投保申請文件、聲明、保單資料
表、受保人附錄及其附載的任何附件或批
註，如適用。

38. 「保單生效日期」指首個受保期的起始日。「保單生效日期
載明於保單資料頁。

39. 「保單資料頁」指附載於本保單的「保單資料頁」，並說明
保單細節及受保期。

40. 「受保人」指持有本保單的擁有權並於保單資料頁或
隨後附加於本保單的批註內列為保單持有人的人士或公
司。

41. 「已存在的狀況」指任何於保單生效日期前之受保人生效
期或保障生效日期(按情況而定)前：

42. 「處方藥物」指由醫生處方用於治療傷病的西方藥物。

43. 「療養院」指存放有醫生 a) 因不適、疾病或受傷所
需，於醫院登記為佔用病床之病人以接受醫療必要之治
療，而該治療不能逾期門診安全地進行；以及 b) b) 在符合
的醫生發出的每天病房及膳食費用之單據為證。

44. 「精神科醫生」指精神科專科醫生。

45. 「心理學家」指任何 a) 在受保人接受治療當地擁有專業
資格以提供心理治療或輔導服務，及

46. 「職業合資格醫療人士」指麻醉科醫生、中醫、牙醫、
牙科醫生、物理治療師、病理學家、醫生、放射學家、專科醫生、外科醫生或任何其他在受保人
接受治療當地獲合法授權或註冊以提供有關其專業範疇之
治療或服務的合資格醫療人士。

47. 「放射學家」指放射學專科醫生。

48. 「合理價格」指就治療、服務或物料收費而言，不超過在
當地由具相若水平的相關治療或物料供應商所提供的相類似的治療、
服務或物料所收取的收費水平。合理價格的收費在任何情
況下均不應高於所招致的實際收費。本公司會參照以下資
料（如適用）以釐定合理價格的醫療費用:

49. 「續保」指就本保單而言，緊接保單屆滿時立即續期。

50. 「續保日」指保單續保的日期，並為保單生效日期的每個
週年日。
52. 「受保人附錄」指附載於本保單的「受保人附錄」，當中載列了受保人資料、其合資格的保障及保費詳情。
53. 「不適」或「疾病」指正常健康狀態因受到病理偏差的影響而出現的生理及醫療狀況。
54. 「專科醫生」指任何a) 於香港醫務委員會之專科醫生名冊註冊或如涉及香港以外地區、於當地擁有同等地位的機構註冊；及 b) 在受保人接受治療當地獲合法授權以其專科資格提供專科護理的醫生。
55. 「逗留」指受保人按醫囑或精神科醫生(按情況而定)之書面建議入住精神病院，而其入住時期維持最少連續6小時。為免存疑，受保人在出院前取得該建議。
56. 「外科醫生」指合資格進行外科程序或手術的專科醫生。

一般條件

合約詮釋

a) 在本保單中，表示單一性別的詞包含所有性別；單數詞包括複數含義，反之亦然。
b) 所有標題乃為方便而設，不會影響對本保單的詮釋。
c) 本保單內所有時間均指香港時間。
d) 除非於本保單附載的批註內另有規定，若本保單與本公司其他文件之條款及細則出現任何抵觸，將以此條款及細則為準。
e) 除非另有註解，否則本保單內所用之詞語具有此條款及細則之詮釋部分所載明的涵義。
f) 本保單之中文版本僅作參考。英文版本與中文版本之間如有任何差異，均以英文版本為準。

新增或刪除受保人

保單持有人可於續保時要求新增或刪除任何受保人，惟新增受保人必須獲得本公司批准。

保單更改

除非由本公司的授權代表正式簽署，否則有關於本保單(包括任何批註)的任何更改均屬無效。

取消保單

保單持有人可以向本公司發出不少於7天的書面通知以取消本保單。如於首個受保期內符合以下條件：a) 無任何索償；b) 無尚未繳付之每年保費；及 c) 所有護理卡(如有)及優惠券(如有)從未被使用及已被退還予本公司，保單持有人可獲無息退還部分已繳保費。除根據本保單的其他條款及細則外，可獲退還之保費金額將按照下表計算：

<table>
<thead>
<tr>
<th>保單生效期 (由保單生效日期起計)</th>
<th>獲退還之保費</th>
</tr>
</thead>
<tbody>
<tr>
<td>2個月</td>
<td>75%</td>
</tr>
<tr>
<td>4個月</td>
<td>55%</td>
</tr>
<tr>
<td>6個月</td>
<td>35%</td>
</tr>
<tr>
<td>8個月</td>
<td>15%</td>
</tr>
<tr>
<td>8個月以上</td>
<td>無</td>
</tr>
</tbody>
</table>

在首個受保期的第8個月後，保單持有人將不會獲退還任何保費。

除根據本保單的其他條款及細則外，若保單持有人於首個受保期完結並續保後取消本保單，將不獲退還任何保費。

本公司將因任何受保人未能遵守本保單的任何規定而取消其保單。在該情況下，保單持有人可獲按比例退還該受保人部分之受保期的保費。為免存疑，就本保單之其他受保人而言，本保單在餘下之受保期仍繼續生效。

風險變動

因風險變動有機會影響本保單的保障，保單持有人在受保期內，必須就受保人之地址、居留地、職業變更或其他風險變動，即時通知本公司。本公司有權就任何風險變動在任何期間、過去的或未來的，作保費、保障及/或其他條款及細則之調整。

於本公司支付本保單之任何保障之前，保單持有人必須繳付任何所須的額外保費。

保障更改

保單持有人如要求就本保單作出任何保障更改，有關更改將於續保時或經本公司批准後生效。

若受保人於保障提升前已患上任何一種傷病，該傷病所得的保障應以患上該傷病時所生效之保障級別為準。

文書錯誤

任何文書錯誤不會令生效的保單因而失效，或令失效的保單因而生效。

付款貨幣

本公司將按照保單資料頁內所指定的貨幣或如無指定則以港幣收取或繳付所有款項。所適用的貨幣兌換率由本公司參考現行之市場匯率後全權釐定。

規管法律

本保單於香港簽發，並受香港法律規管並按其詮釋。

責任

受保人及提出索償人士須適當遵守及履行本保單的條款及細則；及於在投保申請文件、投保書及聲明內容的真實性，乃本公司根據本保單承擔賠償責任的先決條件。

最高及最低年齡限制

任何年齡介乎12天至70歲(包括首尾兩個年齡)之人士均合資格投保本保單，惟附加保障則須受限於載明於保障利益表內之相關年齡限制。

錯誤申報年齡及/或性別

在不損害本公司於失實陳述及欺詐情況下之權利，若受保人在投保申請文件或任何隨後向本公司提交的文件內錯誤申報年齡及/或性別，本公司可根據受保人的正確年齡及/或性別調整保費。除非已支付調整的保費，本公司將不支付賠償。

凡受保人之正確年齡或性別未能符合受保的資格，本公司有權宣告本保單無效或拒絕提供保障予受保人。若受保人在未能根據本公司的規定符合受保資格的情況下獲支付賠償，保單持有人及/或受保人必須即時償還任何已支付的賠償予本公司。本公司之責任僅限在扣除在本保單下所有就該受保人已支付的保障後無息退還所有就相關保障已繳付之保費。
失實陳述及/或欺詐
本公司有權就下列任何一個情況發生而宣告保單為無效，要求償還任何已支付的賠償及/或拒絕提供任何本保單下之保障：

a) 受保人在投保申請文件或其於投保申請時或其後任何時間所作之陳述或聲明中不正確地陳述或遺漏申報任何影響風險的重要事實；
b) 藉任何失實陳述或隱暪手段而獲得承保或續保；
c) 任何索償涉及欺詐或誇大成分；或
d) 任何支持投保或索償時所作出之聲明或陳述並非屬實。

向公司呈報
本公司要求保單持有人及/或受保人呈報的所有資料須以書面形式致予本公司，並由本公司確定收受。

其他保險或來源
若受保人可因任何其他保險或來源獲賠償全部或部分之費用，則本公司僅須負責支付在扣除根據該等保險或來源應付金額後之費用餘額。

保單權益及責任的解除
本公司將視保單持有人為本保單的絕對權益人，及本公司並無責任確認本保單中任何其他方在衡平法下的利益或其他利益。償付任何下述利益予保單持有人或受保人，將視為本公司已充分及有效履行本保單的責任。

第三者權利
任何不是本保單某一方的人士或實體，不能根據《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。

嬰兒的特別保障
倘嬰兒出生時父母均受保於本公司承保及簽發的「大班醫療保險計劃」保單(不論受保於同一份保單或不同保單)，而保單持有人於新生嬰兒出生後 90 天內以書面形式通知本公司該新生嬰兒之誕生，則該嬰兒將由其年齡滿 12 天起自動受保於保障利益條款 A 部分之基本住院及手術保障直至下一個續保日為止（或其父母於保單相當年齡期滿 12 天起自動受保於保障利益條款 A 部分之基本住院及手術保障直至下一個續保日為止）。若該嬰兒的保障利益水平為於其保障開始當天其父母之保障利益水平兩者中之較低者，及該嬰兒可於本保單續保時以新增受保人形式繼續享有保障，惟須支付本公司所要求的額外保費。

代位權
本公司有權以保單持有人及/或受保人的名義，對可能須就引致本保單提出索償的事故負上責任的第三者提出訴訟，有關費用將由本公司承擔，而所討回的款項亦歸本公司所有。在訴訟過程中，保單持有人及/或受保人須在追討行動中與本公司充分合作。

對第三者的訟訟
本保單中並無任何條款約定企業公司就保單持有人或受保人基於任何原因而必須臊受損害因而對本保單所命名的合資格醫療人士、醫院或精神病院提出的訴訟負上責任，或須作出回應或答辯，而包括但不限於受保人根據本保單條款在接受治療或檢查時因疏忽、治療不當、專業失當或其他原因而引致的訟訟。

保障終結
除非獲本公司續保，否則本保單的保障將於受保期到期時終結。若受保人在保單終結時仍因傷病留院，則本保單就該傷病提供之保障將延至受保人因該傷病康復出院或該傷病的保障額度用完之時終結，以較早者為準。

終止保單
本保單將在下列情況自動終止，以較早者為準：

a) 當保單持有人取消本保單或當本保單因沒有繳付保費或根據此條款及細則一般條件中之誤報年齡及/或性別條款及失實陳述及/或欺詐條款(按情況而定)所列的情形被取消；或
b) 本保單最後一名在生之受保人身故當日。

當本保單於以上情況下終止時，本保單內所有受保人的保障亦即告終止。除非已特別註明，任何於保單受保期內已繳付但未滿期的保費，將不獲退還。

保障地域範圍
若無特別聲明，本保單所提述的所有保障適用於全球。

寬免
任何一方寬免任何其他一方，允許其違反於此任何條款，不算視為獲得日後違反該條款或任何其他條款的寬免，而任何一方任何延期償付或延遲行使其下文之任何權利亦不應詮釋為相關寬免。再者，本公司於尚未履行的條款亦不應獲得履行寬免。

保費條款

寬限期
本公司給予 30 天繳付保費的寬限期，由每期保費之到期日起計。本保單將於寬限期內仍然生效，惟於該期間內本公司將不會支付任何保障利益(除非已繳清保費)。若在寬限期屆滿後仍未繳付保費，本保單即於保費到期日當天失效。

保費繳付方法
必須於全數保費支付後，保單纔會發出收據。保費支付方法受保單條款及細則一般條件中之規定限制。

無索償折扣
倘若保單持有人及保單受保人連續多年未提出索償或該保單保費於該保單年度內未曾或無須向受保人支付任何保障利益(即保障利益條款第 A 部分之基本住院及手術保障)，則保單持有人可於保單續保時享有如下折扣，惟須支付本公司所要求的額外保費。

<table>
<thead>
<tr>
<th>緊接續保前之無索償期</th>
<th>折扣率</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 年</td>
<td>5%</td>
</tr>
<tr>
<td>連續 2 年</td>
<td>5%</td>
</tr>
<tr>
<td>連續 3 年</td>
<td>10%</td>
</tr>
<tr>
<td>連續 4 年</td>
<td>10%</td>
</tr>
<tr>
<td>連續 5 年或以上</td>
<td>15%</td>
</tr>
</tbody>
</table>

如在保單持有人及保單受保人之保障以無索償折扣續保後，本公司才支付或須支付該受保人於上一個受保期就基本保障條款項下的賠償，本公司將於保單終結時將保費餘額退回。
下產生的索償，保單持有人必須在本公司發出繳費通知後 21
天內向本公司償還該折扣差額，除非本公司收到該折扣差額，否
則本公司不會向受保人支付任何保單下的保障利益。

倘有任何問題或其他規定，任何就保障利益條款第 A.14 項及第
A.15 項作出的索償將不會影響保單持有人的獲無索償折扣之資格。

續保條款

續保

在繳付保費後，保單有效期為一個保單年度（由保單生效日期
起計至保單生效日期後首個保單週年日前一日）。

受本公司享有終止本保單權利之條款約束下，於保單期屆滿
時，本公司將按本公司因應每次續保時所提供的利益及保障範
圍而釐定的保費及施加的條款並在本公司成功收取保費後自動
續保至下一個受保期。如符合上述規定，本公司保證受保人可
終身續保。

倘若保單持有人於保單期滿前 30
天內（「冷靜期」）向本公司發出書面通知以取消該續保，而
保單期屆滿時仍未能收到該書面通知，則保單持有人將無權
獲取其保費退款。如受保人於保單期滿時仍未接受終止通知，
則本公司將自動解約並終止保單。

若保單持有人於保單期滿前 30
天內（「冷靜期」）向本公司發
出書面通知以取消該續保，而
保單期屆滿時仍未能收到該書
面通知，則保單持有人將無權
獲取其保費退款。如受保人於保
單期滿時仍未接受終止通知，
則本公司將自動解約並終止保單。

保障利益條款

保障利益條款

基本住院及手術保障

基本住院及手術保障

除保障利益條款第 A.17 項將按其項下條件另有規定外，若於
受保期內，受保人因傷病留院或留於精神病院，或需於診所
/醫院門診部接受門診或日症治療（按情況而定），本公司將
根據以下所列項目賠償符合索償資格的費用：

1. 病房費用

病房費用

病房費用 - 醫院病房費用

2. 醫院雜項費用

醫院雜項費用

醫院雜項費用 - 醫院費用

a) 往返醫院的救護車服務；
b) 施用麻醉藥及氧氣；
c) 輸血 - 包括血液及血漿費用；

a) 往返醫院的救護車服務；
b) 施用麻醉藥及氧氣；
c) 輸血 - 包括血液及血漿費用；

索償條款

索償條款

放棄索償

若本公司拒絕就本保單之索償作出賠償，而該項索償並未於拒
絕賠償日期後 12 個月內由保單持有人及 / 或受保人根據下文
交付仲裁，則該項索償將不被視為放棄論，且日後
不能再提出索償。

仲裁

仲裁

由本保單引致的所有糾紛或爭議，均須根據《仲裁條例》（香
港法例第 609 章）進行仲裁。若雙方未能就仲裁員的選擇達成
協議，則由香港國際仲裁中心當時的主席指派一位仲裁員。

索償程序

索償程序

仲裁

由本保單引致的所有糾紛或爭議，均須根據《仲裁條例》（香
港法例第 609 章）進行仲裁。若雙方無法就仲裁員的選擇達成
協議，則由香港國際仲裁中心當時的主席指派一位仲裁員。
d) 敷料及石膏模；
e) 住院期間使用的處方藥物及接受的一般護理服務；
f) 在病房使用的醫療及外科即棄用品及消耗品；
g) 靜脈注射，包括 IV 注射液；
h) 放射性同位素，放射治療及相關測試；
i) 造影和 X 光，及分析；
j) 臨床及外科手術儀器、植入儀器及裝置；
k) 於住院期間租用輔助步行器具及輪椅；
l) 在病房使用的醫療及外科即棄用品及消耗品；
m) 於出院或手術後於家中接受護理服務所招致之費用；

注意：保障利益條款第 A.2 項不會就毋須住院而可在住院門診部接受的物理治療作出賠償，如磁力共振造影、電腦掃描及正電子掃描。

3. 外科醫生費用
– 受保人按其主診醫生書面建議，於住院期間接受由外科醫生進行之手術或其他手術而招致之費用。

4. 放射科醫生費用
– 受保人在住院期間因接受放射治療所招致之費用。

5. 手術室費用
– 如本公司須就手術費用支款外科醫生費用，本公司亦將賠償受保人在該手術期間使用手術室（包括但不限於治療室及休息室）所招致之費用。

注意：就上述保障利益條款第 A.3、A.4 及 A.5 項而言，受保人於接受手術時，所招致之費用總額在任何情況下將不超過就該手術於保障利益表內載列的最高賠償額。

6. 受保子女住院陪床費用
– 護理人員於住院期間照護受保子女所招致之費用。

7. 医生巡房費用
– 受保人在出院後於家中接受護理服務所產生的費用。

8. 專科醫生費用
– 受保人在住院期間按其主診醫生的書面建議接受專科醫生診症所招致之費用。

9. 病理學家費用
– 受保人在住院期間按其主診醫生的書面建議接受病理學家診症所招致之費用。

10. 放射學家費用
– 受保人在住院期間按其主診醫生的書面建議接受放射學家診症所招致之費用。

11. 註冊私家看護費用
– 受保人按其主診醫生的書面建議於住院或手術期間接受於家中接受護理服務所產生的費用。

12. 人造義體及／或義肢費用
– 受保人於接受外科手術進行之手術或手術前需要植入或替換人造義體及／或義肢之費用。

13. 精神病或心理治療
– 受保人於出院後於精神科醫生進行之門診治療或住院期間接受精神科醫生進行之治療所招致之費用。

14. 緊急門診治療
– 受保人於意外發生起計 24 小時內於醫院之門診部或急症室或於醫院之門診部或急症室或於醫院之門診部或急症室所接受治療所招致之費用。

15. 住院入息共付賠償
– 若受保人獲得本公司以外之其他註冊保險公司所提供的任何其他醫院賠償計劃之保障而招致之費用。

16. 保單之規定
– 本保單只適用於在本保單之保障下並於自付額之額度受保人。

17. 自然分娩／剖腹生產
– 受保人在產科專科醫生主診下於醫院進行生產，就每次懷孕而言，本公司將賠償受保人在自然分娩或剖腹生產後所產生的費用。

18. 流產或治療性墮胎
– 受保人於產科專科醫生的書面建議於診所或醫院接受由該產科醫生進行的流產治療或治療性墮胎，本公司將賠償受保人在治療性墮胎所產生的費用。

注意：就上述保障利益條款第 A.1、A.7、A.11 及 A.13 項而言，不論受保人患上 1 種或多於 1 種傷病，載列於保障利益表內之最高賠償額將只適用於受保人首次接受治療。
自選附加保障

B. 附加門診保障
若於受保期內，受保人因傷病而需於診所／醫院門診部接受門診或日症治療，本公司將根據以下所列賠償符合索償資格的費用:

1. 普通科醫生診症 – 由註冊為普通科醫生進行的診症及於接受診症之診所或醫院配發藥物，以及敷料所招致之費用。
2. 中醫治療 – 由中醫師因進行中醫治療（包括跌打）而提供的診症及於接受診症之診所或醫院配發藥物所招致之費用。
3. 專科醫生診症 – 由專科醫生進行的診症及於接受診症之診所或醫院配發藥物所招致之費用。
4. 處方藥物 – 於受保人接受診症之診所或醫院以外之註冊藥房以醫生書面處方購買處方藥物所招致之費用。
5. X 光診斷及化驗 – 由醫生以書面轉介為作診斷而進行的X 光診斷、超聲波、先進造影如磁力共振造影、電腦掃描及正電子掃描、心電圖及化驗所招致之費用。
6. 手術工具 – 受保人因接受日症手術而使用的消耗品及儀器用具所招致之費用。
7. 物理治療 – 由物理治療師提供服務所招致之費用。
8. 脊椎治療 – 由脊醫提供服務所招致之費用。
9. 催眠診治 – 由醫生以書面轉介並由合資格或認可臨床催眠師提供服務所招致之費用。
10. 鈥灸治療 – 由物理治療師或中醫師進行鈥灸治療所招致之費用。

C. 附加牙科保障
若於受保期內，受保人因牙科狀況或受傷而需接受治療或服務，本公司將作出以下賠償:

1. 口腔檢查及洗牙 – 若受保人於認可牙科設施接受牙醫提供之口腔檢查或洗牙，本公司將賠償因此所招致之合理慣例費用。本保障的最高賠償額為每個受保期內2次。
2. 常規治療 – 若受保人於認可牙科設施接受牙醫提供任何下列常規治療，本公司將賠償因此所招致之符合索償資格的費用（包括經牙醫處方之藥物）:
   a) 補牙;
   b) 脫牙（除除智齒或阻生齒除外）;
   c) X 光 (包括口腔全景X 光);
   d) 鑲嵌及覆蓋（金牙鑲嵌及覆蓋除外）;
   e) 齒槽選擇;
   f) 齒根管治療；及
   g) 牙周病手術（以整容為目的除外）。

本保障不會於保單生效日期、受保人生效日期或保障生效日期（以最後者為準）起計90天等候期內作出賠償，為免存疑，本保障只會於此等候期屆滿後生效。

免付賬醫療服務條款
受保人可經本公司批准後享用免付賬醫療服務。

1. 醫療卡
   使用醫療卡（如適用）須隨時受限於本公司所規定之使用醫療卡的條款及細則，該條款及細則將會構成本保單的一部份，本公司並會不時就該條款及細則作出修訂。最新版本之條款及細則請參閱本公司網頁（http://www.bluecross.com.hk）內之《藍十字醫療卡 – 使用簡介》。

保單持有人及受保人須承擔任何因使用未退還、已遺失或遭竊竊之醫療卡所引致之費用，而本公司亦會就補發新醫療卡收取服務費用。

2. 直接付款及結賬
   本公司可就相關醫療費用向指定醫療機構作出直接付款及結賬安排，惟須以受保人於本保單之保障利益表上載列之最高賠償額為限。保單持有人及受保人須承擔任何記帳於免付賬醫療服務但不在本保單之承保範圍內的不符合索償資格的費用或超出保障金額的費用，並須於接獲書面要求後立即向本公司償還所有不符合索償資格或超額之費用，本公司將會就任何追溯30天之欠款按現行利率收取利息。

不保事項
除於保障利益表或隨後附加於本保單的批註內特別列明外，本公司概不支付涉及以下事項或因其引致的任何索償、支出或費用:

1. 根據任何法例、醫療計劃或其他保單，可向任何政府、公司、其他保險公司或任何第三者追討的任何損失、支出或費用。

Taipan Medical Insurance Plan (1/2020) Page 18 of 19
2. 並非屬醫療必要的治療或測試，或並非經醫生處方購買的藥物。
3. 純粹因接受一般身體檢查、X 光診斷、先進療法、化驗或物理治療而住院，除非該測試或治療服務獲醫生建議為治療某傷病而屬醫療必要，而該測試或治療並無法於門診設施有效率地進行。
4. 任何先天性疾病（疝氣、斜視或包皮開口狹窄除外）或成長障礙狀況或相類似疾病的相關治療。
5. 已存在的狀況。
6. 直接或間接因後天免疫力缺乏症病毒（「HIV 病毒」）及其有關的傷病而引致的費用，包括愛滋病及/或因愛滋病而引發的任何突變、衍生或變異，純因為受保人於受保人生效日期前感染 HIV 病毒所引致。就本不保事項而言，所有於受保人生效日期後 5 年內出現與 HIV 病毒有關的傷病，將推定為受保人於受保人生效日期前已感染 HIV 病毒所引致。
7. 直接或間接由於或因為以下事項所引致的治療或傷病：濫用藥物或酒精、自我傷害或企圖自殺、進行不法活動、飲用超過規定水平的酒精或服用超過規定水平的藥物後駕駛或操控機器，或經由性接觸傳染的疾病或其後遺症。
8. 以美容或整形為目的或並非與醫療有關的狀況之任何服務費用；聽力測試、例行血液測試、一般身體檢查、預防性治療、接種疫苗或防護注射、頭髮重金屬元素分析、體重減肥、營養、人蔘及其他中醫專用補藥、健康補充品（除非獲本公司批准）之費用；為矯正視力或屈光不正或引致之費用。所有但不限于眼部屈光治療、視力測試、驗配眼鏡或鏡片，以及任何相關手術程序及服務。
9. 除非於保障利益條款 C 部分中另有規定，因牙科狀況接受之牙科治療及口腔外科手術（受保人因意外而需住院期間接受的緊急牙科治療及手術除外），及因牙科狀況或於口腔外科手術後不論是以住院病人或門診病人身分接受的覆診治療。
10. 除非於保障利益條款第 A.17 項或第 A.18 項中另有規定，與產科及其併發症有關的檢查、治療、外科程序及諮詢服務，包括驗孕或其後的分娩、墮胎或流產；節育或恢復生育；兩性結紮及變性；不育治療，包括體外受孕或以任何其他人工業工具導致懷孕；及性機能失調，包括但不限於任何原因導致的陽痿、不舉、早泄。
11. 除非於保障利益條款第 A.12 項中另有規定，購買義肢、身體器官及矯形裝置，包括經由手術植入人體內的矯形裝置，購買或租借耐用的醫療設備及儀器，包括但不限於家用之輪椅、床及傢俱、呼吸道治療儀器及面罩、可攜式氧氣機及氧氣治療儀器、透析機、運動設備、眼鏡、助聽器、特別支架、輔助步行器具、非處方藥物、空氣清新機、空調及供熱裝置。
12. 除非於保障利益條款第 A.13 項中另有規定，直接或間接由任何精神或心理狀況，以及其生理及心理表現而引致的治療。
13. 除非於保障利益條款第 B.9 項中另有規定，另類療法，包括但不限於指壓、天灸、推拿、氣功、按摩治療、香薰治療及相類似之療法。

藍十字（亞太）保險有限公司乃東亞銀行有限公司之子公司及東亞銀行集團成員，與 Blue Cross and Blue Shield Association 及其任何相關聯機構或許可證持有人並無任何關係。

Taipan Medical Insurance Plan (1/2020) Page 19 of 19
ENDORSEMENT

Policyholder : 
Policy No. : 
Effective date : 

This endorsement shall be attached to and form part of the Policy and all other terms, conditions and exclusions of the Policy, except as supplemented or amended by this endorsement, will remain unchanged and continue in full force. To the extent that any provision of the Policy is inconsistent with any provision of this endorsement, the provisions of this endorsement shall prevail.

It is hereby declared and agreed that with effect from the “Effective date” stated above, the following condition shall be inserted under the General Conditions of the terms and conditions of the Policy:

Sanctions Limitation and Exclusion Clause

It is hereby noted and agreed that notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit (i) would expose the Company to any sanction, prohibition or restriction, or (ii) would cause the Company to the exposure to the risk of being sanctioned, prohibited or restricted, under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company.

____________________________________
Authorised Signature 
Dated in Hong Kong –
批註

保單持有人 ：
保單號碼 ：
生效日期 ：

此批註附加於保單並構成保單的一部分，除本批註所補充或修正的條款之外，本保單的所有其他條款、條件和不保事項將維持不變。倘任何保單的任何條文與本批註內的任何條款相抵觸，概以本批註之條款為準。

本批註特此聲明及同意，由上述「生效日期」起，在本保單之條款及細則的一般條件中加入以下條件：

制裁限制及不保條款

儘管本保單有任何相反規定，藉此注意及同意，若本公司就本保單提供的保險，或就此支付的任何賠償或提供的任何保障將使本公司根據聯合國決議或歐盟、英國、美國或適用於本公司的任何司法管轄區的貿易或經濟制裁、法律或法規項下 (i) 面臨任何制裁、禁制或限制，或(ii)導致本公司承受任何制裁、禁制或限制的風險，則本公司不得被視為就本保單提供保險，且本公司亦無須就有關索償支付任何賠償或就本保單提供任何保障。

獲授權人簽署

簽發日期：