Blue Cross 藍十字
Member of BEA Group 東亞銀行集團成員

**Blue Cross (Asia-Pacific) Insurance Limited**
**藍十字(亞太)保險有限公司**
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# Tycoon Medical Insurance Plan
# 「大亨」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。

**Head Office & Customer Service Centre 總辦事處及客戶服務中心**
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## TERMS AND CONDITIONS FOR TYCOON 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. **"China"** shall mean the People's Republic of China, excluding Hong Kong and Macau.
11. **"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).
12. **"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. **"Company"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
14. **"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.
15. **"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 which become apparent before an Insured reaches the Age of 12.
16. **"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.
17. **"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.

18. **"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 Period of Insurance before any benefit under Section A to Section D (except Sections A.12 and A.14) of the Benefits Provisions becomes payable.

19. **"Dental Condition"** shall mean a dental condition marked by a pathological deviation from the normal sound state.

20. **"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).

21. **"Developmental Conditions"** shall mean disorders which manifest signs of early, 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.

22. **"Discharge"** shall mean the departure of an Insured from a Hospital or Mental or Psychiatric Hospital, following finalisation of all formal procedures within such Hospital or Mental or Psychiatric Hospital to end the Confinement or Stay, with no room or bed retained for the Insured at the Hospital or Mental or Psychiatric Hospital. For the avoidance of doubt, if within the same day of the Insured's departure from the Hospital or Mental or Psychiatric Hospital, he is immediately being transferred to another Hospital or Mental or Psychiatric Hospital for the same Medical Condition, such departure shall not be regarded as a Discharge.

23. **"Disease"**, **"Illness"** or **"Sickness"** shall mean a physical or medical condition marked by a pathological deviation from the normal healthy state.

24. **"Eligible Expenses"** shall mean Reasonable and Customary expenses for Medically Necessary Treatment or services rendered with respect to a Medical Condition 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.

25. **"Eligible Public Hospital"** shall mean a public Hospital which is wholly owned or subvented by the government of Hong Kong and operated or supervised by the Hospital Authority.

26. **"Emergency"** shall mean a life-threatening Medical Condition which requires Treatments, and without which death of the Insured may result within 48 hours of the initial sign of such Medical Condition.

27. **"First Period of Insurance"** shall mean the initial Period of Insurance before any Renewal has taken place.

28. **"Healthcare Card"** shall mean any type of healthcare card issued under this Policy by the Company.

29. **"Hong Kong"** shall mean the Hong Kong Special Administrative Region of the People's Republic of China.

30. **"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.

31. **"Immediate Family Member"** shall mean a person's spouse, children, parents, brothers or sisters, grandparents, grandchildren, legal guardian or parents-in-law.

32. **"Injury"** shall mean any bodily damage solely caused by an Accident independent of any other causes.

33. **"Inpatient"** shall mean an Insured a) who is registered as a resident bed patient in a Hospital for receiving Medically Necessary Treatment of a Medical Condition, 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.

34. **"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.

35. **"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).

36. **"Macau"** shall mean the Macao Special Administrative Region of the People's Republic of China.

37. **"Medical Condition"** shall mean, with respect to an Insured, the Injury, Disease, Illness, Sickness, including psychiatric disorders covered by this Policy.

38. **"Medically Necessary"** shall mean the need to have Treatment or service for the purpose of treating a Medical Condition 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.

39. **"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 Registered Nurses; and

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

40. **"North America"** shall mean the United States and Canada.

41. **"Outpatient"** shall mean an Insured who receives Treatments and services in connection with a Medical Condition in the clinic of a Qualified Medical Practitioner, or in the outpatient department or emergency treatment room of a Hospital.

42. **"Overall Annual Limit"** shall mean the maximum aggregate amount of cover under Section A to Section G of the Benefits Provisions an Insured is entitled to during a Period of Insurance. Such overall annual limit is specified in the Schedule of Benefits.

43. **"Overall Lifetime Limit"** shall mean the maximum aggregate amount of cover under all policies of "Tycoon Medical Insurance Plan" an Insured is entitled to during his lifetime, regardless of whether those policies are terminated, in force or have expired. Such overall lifetime limit is specified in the Schedule of Benefits.

44. **"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.

45. **"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 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. **"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).

47. **"Policy"** shall mean this "Tycoon 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.

48. **"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.

49. **"Policy Schedule"** shall mean the "Policy Schedule" attached to this Policy which sets out the Policy details and the Period of Insurance.

50. **"Policy Year"** shall mean each 12-calendar month period commencing from the Policy Effective Date or any Renewal Date thereafter.

51. **"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.

52. **"Pre-existing Conditions"** shall mean, in respect of an Insured, any Sickness, Illness, 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).

53. **"Private Room"** shall mean a room for single occupancy and private use by an Insured during his Confinement with a private bedroom, lavatory and bathroom without any of the following en-suite facilities: companion room, lavatory for visitor, kitchen, dining room or sitting room. A "Private Room" shall exclude any "deluxe", "suite", "executive" room and any other room of a class equivalent to or higher than that of a Private Room as defined above, irrespective of its label.

54. **"Prosthetic Devices"** shall mean prosthetic external devices that replace a limb or all or part of a missing body part due to a Medical Condition 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.

55. **"Psychiatrist"** shall mean a Specialist in psychiatry.

56. **"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 Insured(s).

57. **"Qualified Medical Practitioner"** shall mean an Anaesthetist, Chinese Medicine Practitioner, Chiropractor, Dentist, Physician, Physiotherapist, Psychiatrist, Psychologist, Specialist, Surgeon, Registered Nurse 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.

58. **"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.

59. **"Registered Nurse"** shall mean a nurse who is a) duly registered with the Nursing Council of Hong Kong pursuant to the Nurses Registration Ordinance (Cap. 164 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 nursing service 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).

60. **"Renewal"** or "**Renew**" shall mean this Policy is renewed without any lapse of time upon its expiry.

61. **"Renewal Date"** shall mean each anniversary of the Policy Effective Date upon Renewal of the Policy.

62. **"Residence"** or **"Residency"** shall mean the country where an Insured primarily lives for at least 6 months during a Period of Insurance and as declared in the application form or written notice of change.

63. "**Schedule of Benefits**" shall mean the "Schedule of Benefits" attached to this Policy which sets out the Overall Annual Limit, Overall Lifetime Limit, Deductible, benefits conditions and maximum benefits covered (as revised from time to time).

64. **"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.

65. **"Semi-private Room"** shall mean a single or double occupancy room, with a shared bath/shower room, in a Hospital.

66. **"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.

67. **"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.

68. **"Surgeon"** shall mean a Specialist who is qualified to perform a surgical procedure or operation.

69. **"Treatment"** means a surgical procedure or medical procedure or other medical services carried out by a Qualified Medical Practitioner for treating a Medical Condition, which includes:

    a) diagnostic procedures – consultations and investigations required for establishing a diagnosis;
    b) Inpatient treatment;
    c) Day Case Procedure; and
    d) Outpatient treatment.

## 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 not 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:

| Period covered from the Policy Effective Date | | Premium to be refunded | |
|---|---|---|---|
| Not exceeding | 2 months | 75% | of the annual premium |
| | 4 months | 55% | |
| | 6 months | 35% | |
| | 8 months | 15% | |
| Over 8 months | | Nil | |

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.

If the change of Residency shall result in the Insured being not insurable according to the Company's underwriting rules, renewal of insurance coverage under this Policy will cease and the Company will endeavour to transfer the Insured to another available medical insurance plan.

**Change of Benefits**
Subject to the approval of the Company, the Policyholder may request for a change of benefits at Renewal. With respect to an Insured of Age 50, 55, 60 or 65 at Renewal, the Policyholder may also apply for lowering the Deductible within 31 days before or after the relevant Renewal without providing the Company with further evidence of the Insured's health status. This right can only be exercised once during the lifetime of an Insured and is irrevocable. The change shall only take effect on Renewal.

For the avoidance of doubt, a change of benefits refers to a change in benefit level or a change in area of cover.

**Upgrade of Benefit**
If an Insured is suffering from a Medical Condition prior to the benefit upgrade, in respect of such Medical Condition, the Insured shall only be entitled to the benefit level in-force at the time when the Medical Condition 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 Section F of the Benefits Provisions is subject to the Age limit 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; or
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.

**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.

**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**
The benefit coverage of any Insured under this Policy shall immediately cease on the earliest of the following:

a) when 100% of the Overall Lifetime Limit of such Insured is paid;
b) the last day of the Period of Insurance in which such Insured has attained the Age of 100;
c) when the benefit coverage of such Insured is cancelled due to 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
d) the date of death of such Insured.

No unearned premium paid for the Period of Insurance for such Insured shall be refunded, unless specified otherwise.

**Termination of Policy**
This Policy shall automatically terminate on the earliest of the following:

a) when 100% of the Overall Lifetime Limit of each and every Insured is paid;
b) the last day of the Period of Insurance in which all Insureds have attained the Age of 100;
c) 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
d) 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.

The Company shall have the right to cease offering or suspend this plan and terminate this Policy by giving no less than 90 days' written notice to the Policyholder prior to the end of a Period of Insurance. Such termination shall take effect upon the expiration of the relevant Period of Insurance in which the written notice is given. 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.

**Territorial Scope of Cover**
The benefits set out in the Benefits Provisions of this Policy are applicable to the territory specified as "Cover Area" in the Schedule of Benefits. Nevertheless, the Company reserves the right to change the cover area at Renewal from "Worldwide" to "Worldwide (excluding North America)" in the circumstance where an Insured has resided in the United States for 6 months or more during the Period of Insurance immediately before Renewal.

If an Insured has taken up Residency in the United Kingdom or Canada, the benefit payable under this Policy in respect of any Confinement, Stay, Treatment or service takes place in such country shall be limited to 60% of the Eligible Expenses incurred, except for Confinement and/or Stay that takes place, or Treatment and/or service that is received solely for the purpose of Emergency. For the avoidance of doubt, the maximum benefit limits, Overall Annual Limit, Overall Lifetime Limit and Deductible to be applied to any reduced benefits payable shall remain unchanged.

Notwithstanding anything contained herein to the contrary, if the cover area of "Worldwide (excluding North America)" is selected or applies, this Policy will not provide the Insured with any cover in North America except for Confinement

and/or Stay that takes place, or Treatment and/or service that is received solely for the purpose of Emergency.

**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.

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 to Section D 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:

| No claim period immediately preceding Renewal | Discount rate |
|---|---|
| 1 year | 5% |
| 2 consecutive years | 5% |
| 3 consecutive years | 10% |
| 4 consecutive years | 10% |
| 5 consecutive years or more | 15% |

In the event that after 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.12 and D.1 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.

**Family Discount**
On the Policy Effective Date and any Renewal Date, a family discount will be deducted from the premium payable for the Policy Year starting from the Policy Effective Date or the relevant Renewal Date, provided that the requirement specified in the table below is fulfilled:

| Requirement | Family discount rate |
|---|---|
| 2 eligible family members are insured under this Policy on the Policy Effective Date or Renewal Date, as applicable | 5% |
| 3 or more eligible family members are insured under this Policy on the Policy Effective Date or Renewal Date, as applicable | 10% |

The amount of family discount will be equal to the standard premium and premium loading, if any, paid for this Policy in respect of the Policy Year starting from the Policy Effective Date or the relevant Renewal Date multiplied by the family discount rate specified in the table above.

In the event that the required number of eligible family members set out in the table above as at the Policy Effective Date or Renewal Date cannot be fulfilled after a family discount has been applied, the family discount shall be recalculated for the relevant Policy Year(s) based on requirement specified in the table above. The Policyholder shall repay to the Company the difference between the family discount already applied by the Company and the recalculated actual eligible family discount upon the Company's reasonable demand.

For the purpose of this section, "eligible family member" shall mean the Policyholder and/or his Immediate Family Members.

## 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.

Subject to the Overall Lifetime Limit and other terms and conditions of this Policy, the Policyholder has a guaranteed right to Renew the insurance coverage for an Insured under this Policy until the Insured reaches the Age of 100.

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 incurred before the termination of this Policy.

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.

**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 or, if applicable, via e-claim platform at the Company's designated website (https://supercare.bluecross.com.hk) or Blue Cross HK App, 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 or the Company reserves the right to deduct any ineligible or excessive expenses incurred but paid from the new claim application.

For calculation of benefit payable with respect to Eligible Expenses without breakdown, the Company reserves the right to reimburse the charges on a pro-rata basis.

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

Save as otherwise provided in this Policy, Eligible Expenses are payable in respect of the benefits set out below. All benefits payable to an Insured pursuant to (i) Section A – Hospital and Surgical Benefits (Items 1-16); (ii) Section B – Pre- and Post-Hospitalisation Benefits (Items 1-4); (iii) Section C – Special Treatment Benefits (Items 1-10); (iv) Section D – Accidental Treatment Benefits (Items 1-3); (v) Section E – Outpatient Benefits (Items 1-5); (vi) Section F – Maternity Benefits (Items 1-2); and (vii) Section G – Dental Benefits (Items 1-3) below are subject to the maximum benefit limits, Overall Annual Limit, Overall Lifetime Limit, Deductible, reimbursement percentage, waiting period 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.

In deciding the applicable Deductible,

a) where a Confinement or Stay spans 2 Policy Years or more, the applicable Deductible for such Confinement or Stay shall be the Deductible of the Policy Year in which the date of admission falls and it shall be applied to the calculation of the whole amount of benefits payable with respect to such Confinement or Stay; and
b) the Deductible applicable to the benefits under Section B shall be the Deductible of the Policy Year in which the date of admission of the relevant Confinement or receiving the relevant Day Case Procedure (as the case may be) falls.

In deciding the applicable Overall Annual Limit,

a) where a Confinement or Stay spans 2 Policy Years or more, the benefits payable will be apportioned to the respective Policy Years on the basis of the date on which the actual itemised expenses are incurred. In the event that no breakdown of the daily expenses is available, such expenses shall be apportioned on the basis of the percentage of the actual days of Confinement or Stay in

each respective Policy Year. The expenses so apportioned for the respective Policy Years shall be subject to the applicable Overall Annual Limit of that Policy Year; and

b) the Overall Annual Limit applicable to the benefits under Section B, (i) with respect to Section B.1, it shall be the Overall Annual Limit of the Policy Year in which the date of admission of the relevant Confinement or the date of receiving the relevant Day Case Procedure (as the case may be) falls, and (ii) with respect to Section B.2 to B.4, it shall be the Overall Annual Limit of the respective Policy Year in which the date of the actual itemised expenses are incurred.

Notwithstanding anything to the contrary, any 2 or more periods of Confinement or Stay shall be regarded as one and the same relevant Confinement or Stay unless the Insured's departure from a Hospital or Mental or Psychiatric Hospital is regarded as a Discharge under this Policy.

**BASIC BENEFITS**

**A. Hospital and Surgical Benefits**

Benefits under Section A.2 to Section A.6 and Section A.8 to Section A.10 below shall be payable only if the benefit under Section A.1 or Section A.7 is payable.

If an Insured, whether voluntarily or involuntarily, is Confined in a room of a standard:

a) exceeding a Semi-private Room but not exceeding a Private Room in Hong Kong, Macau or China, under the "Silver" plan, the benefit payable under Section A shall be limited to 50% of the Eligible Expenses; or

b) exceeding a Private Room, the benefit payable under Section A shall be limited to 25% of the Eligible Expenses.

If during the Period of Insurance, an Insured, as a result of a Medical Condition, is Confined in a Hospital or treated in a clinic or the outpatient department or emergency treatment room 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** – charges for a room of a standard equivalent to the room class applicable to the selected plan level and benefit level code as stated in the Schedule of Benefits or that of a lower room class, including meals incurred by an Insured during Confinement.

2. **Surgeon's Fees** – the fees payable for a surgical procedure or operation performed on an Insured by a Surgeon during a Confinement upon the written recommendation of his attending Physician.

3. **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.2 of the Benefits Provisions.

4. **Operating Theatre Fees** – charges for the use of an operating theatre (including but not limited to a treatment room and recovery room) and charges for consumables and equipment used during a surgical procedure or operation on condition that Surgeon's fees are payable under Section A.2 of the Benefits Provisions.

5. **Physician's Visit Fees** – charges for the attending Physician's visit per day of a Confinement and charges for professional services rendered by the attending Physician in respect of such Confinement, including but not limited to escort in ambulance, monitoring and interpretation of report.

6. **Specialist's Fees** – charges for Specialist's consultation during a Confinement incurred upon the written recommendation of the attending Physician.

7. **Charges for Intensive Care** – room and board charges for the period during which an Insured is Confined in the intensive care unit of a Hospital upon the written recommendation of the attending Physician.

8. **Private Nurse's Fee** – the fees for private nursing services rendered upon the written recommendation of the attending Physician by a Registered Nurse to an Insured as an Inpatient, limited to a maximum of 120 days of nursing services during a Period of Insurance.

9. **Companion Bed For Insured Child –** If the Insured is a Child patient and is Confined as an Inpatient, the Company shall reimburse the charges incurred for one extra bed for an Immediate Family Member of such Insured.

10. **Miscellaneous Hospital Charges –** charges incurred by an Insured as an Inpatient for receiving Treatment of a Medical Condition and include, without limitation, the following:

    a) road ambulance service to and/or from the Hospital;
    b) anaesthesia and oxygen administration;
    c) blood transfusion, except charges for blood and blood plasma;
    d) dressing and plaster casts;
    e) drugs and medicine including chemotherapy 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; and
    n) physiotherapy.

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.10 of the Benefits Provision.

11. **Fees for Outpatient Surgery –** If a Day Case Procedure is performed on an Insured, the Company shall reimburse the charges for such Day Case Procedure, including charges for consultation, medication, Surgeon's fee, Anaesthetist's fee, charges for the use of an operating theatre (including but not limited to a treatment room and

recovery room) and charges for consumables and equipment used during the Day Case Procedure.

12. **Outpatient Surgery Cash Allowance –** In addition to the "Fees for Outpatient Surgery" payable under Section A.11 above, 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.

13. **Advanced Diagnostic Imaging (Performed in Outpatient Facility) –** charges for CT Scan, MRI and PET Scan performed on an Outpatient basis upon the written recommendation of the attending Physician for diagnostic purposes.

14. **Daily Hospital Cash Allowance (For Confinement in general ward of Eligible Public Hospital only)** – The Company shall pay a daily cash benefit in the amount specified in the Schedule of Benefits provided that an Insured is Confined in the general ward of an Eligible Public Hospital.

15. **Daily Hospital Cash Allowance (For Confinement in a private Hospital in Hong Kong with a room level lower than that of a Private Room)** – The Company shall pay a daily cash benefit in the amount specified in the Schedule of Benefits provided that an Insured is Confined in a room of a private Hospital in Hong Kong with a room level lower than that of a Private Room. The Insured must be Confined in the same or lower room level during the whole Confinement period.

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

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 Confined period in Hospital subject to the limits as specified in the Schedule of Benefits.

    For the avoidance of doubt, this benefit is only applicable to an Insured with no Deductible under his insurance coverage of this Policy and is payable only if the Insured is Confined in a Hospital as an Inpatient.

**B. Pre- and Post-Hospitalisation Benefits**

If during the Period of Insurance, an Insured, as a result of a Medical Condition, is Confined as an Inpatient or receives a Day Case Procedure (as the case may be), the Company shall reimburse the Eligible Expenses incurred for the following Treatments or services:

1. **Pre-Hospitalisation/Day Case Procedure Outpatient Consultation** – If an Insured receives consultations from a Physician on an Outpatient basis within 30 days preceding his Confinement or Day Case Procedure, the Company shall reimburse the charges incurred for such consultations (including prescribed medications), provided that the consultations are in respect of the same Medical Condition.

2. **Post-Hospitalisation/Day Case Procedure Outpatient Consultation** – If an Insured receives consultations from the attending Physician on an Outpatient basis within 60 days after his discharge from Confinement or receiving the Day Case Procedure, the Company shall reimburse the charges incurred for such consultations (including prescribed medications), provided that the consultations are in respect of the same Medical Condition and are rendered by the attending Physician or other Physicians practising in the same clinic of the Physician.

3. **Post-Hospitalisation/Day Case Procedure Auxiliary Treatment** – If an Insured consults a Chinese Medicine Practitioner for Chinese medicine Treatment, including general practice, bone-setting and acupuncture; or receives chiropractic, physiotherapy, homeopathy or osteopathy performed by a Qualified Medical Practitioner on an Outpatient basis within 60 days after his discharge from Confinement or receiving the Day Case Procedure, the Company shall reimburse the charges incurred for such consultation (including prescribed medications), provided that the consultation is in respect of the same Medical Condition, provided that any Treatment by a Physiotherapist must be carried out upon the written recommendation of the Insured's attending Physician.

4. **Post-Surgery Home Nursing** – If an Insured receives a surgical procedure or operation during Confinement, the Company shall reimburse the charges incurred for the nursing services rendered upon the written recommendation of his attending Surgeon by a Registered Nurse at the Insured's home during the period of 28 weeks immediately following the Insured's discharge from Confinement. This benefit is limited to the provision of nursing services by 1 Registered Nurse only at any given time up to a maximum of 196 days during a Period of Insurance.

**C. Special Treatment Benefits**

During the Period of Insurance, the Company shall reimburse the Eligible Expenses incurred for the following Treatments or services:

1. **Cancer Therapy** – If an Insured is prescribed by his attending Physician to receive Cancer Treatment as an Inpatient in a Confinement, as an Outpatient or at a day case centre of a Hospital, the Company shall reimburse the charges so incurred.

2. **Kidney Dialysis** – If an Insured is suffering from chronic and irreversible kidney failure, the Company shall reimburse the charges incurred for haemodialysis or peritoneal dialysis received by the Insured as an Inpatient in a Confinement, as an Outpatient or at a day case centre of a Hospital upon the written recommendation of his attending Physician.

3. **Organ Transplant** – If an Insured requires organ transplant from his relative or a legally certified and verified source of donation, the Company shall reimburse the charges incurred for such surgical procedure or operations received by the Insured as an Inpatient in a Confinement in his capacity as the donee.

4. **HIV/AIDS Treatment** – If an Insured receives Treatment for any Human Immunodeficiency Virus ("**HIV**") infection or its related Illness including Acquired Immune Deficiency Syndrome ("**AIDS**") during his Confinement, the Company shall reimburse the charges incurred for such Treatment.

    No benefit shall be payable under this benefit unless HIV and its related Medical Condition or its sign or symptom emerges not earlier than 5 years after 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.

5. **Complications of Pregnancy** – If during an Insured's Confinement, Treatment is performed on the Insured due to pregnancy complications that are covered by this Policy upon the written recommendation of his attending Physician, the Company shall reimburse the charges incurred for such Treatment and the Insured's Confinement. The pregnancy complications covered by this Policy are limited to ectopic pregnancy, molar pregnancy, disseminated intravascular coagulopathy, pre-eclampsia, miscarriage, threatened miscarriage/abortion, foetal death, postpartum hemorrhage requiring hysterectomy, eclampsia, amniotic fluid embolism and pulmonary embolism of pregnancy.

   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.

6. **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.

7. **Hormone Replacement Therapy for Menopause** – If an Insured has reached menopause in the opinion of a Physician, the Company shall reimburse the charges incurred for the consultations and the cost of the implants or patches (excluding tablets) of hormone replacement therapy prescribed by the same Physician for the relief of the physical effects of menopause. Any Treatment for the relief of the mental and physiological symptoms or effects is not covered by this benefit.

8. **Traditional Chinese Medicine Treatment** – If during an Insured's Confinement in Hong Kong, he is prescribed to take Chinese medicine upon the written recommendation of his attending Physician who is licensed to prescribe Chinese medicine in Hong Kong, the Company shall reimburse the charges incurred for the Chinese medicines consumed by the Insured during the Confinement.

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

10. **Hospice Care** – If an Insured is diagnosed with a terminal illness and it is the written opinion of his attending Physician that the advent of his death is highly likely within 12 months, the Company shall reimburse the charges incurred for the Insured's stay in a registered hospice and the care and nursing services provided by the hospice during the stay provided that such stay takes place upon the written recommendation of the attending Physician made prior to such stay. This benefit is only payable once per lifetime. Once this benefit becomes payable, the Insured shall not be entitled to any other benefit under this Policy in respect of such stay and the care and nursing services received by him.

**D. Accidental Treatment Benefits**

During the Period of Insurance, the Company shall reimburse the Eligible Expenses incurred for the following Treatments or services:

1. **Emergency Outpatient Treatment** – If an Insured sustains an Injury due to an Accident and receives Treatments or services as an Outpatient in the outpatient or emergency department of a Hospital or in a Physician's clinic within 24 hours from the date of Accident occasioning the Injury, the Company shall reimburse the charges so incurred.

2. **Damaged Teeth** – If an Insured sustains an Injury due to an Accident causing damage to any sound natural teeth, the Company shall reimburse the charges incurred for such emergency dental treatment including consultation, staunch bleeding, tooth extraction, root canals and X-ray, provided that such treatment is received in a legally registered dental clinic or Hospital within 12 months from the date of Accident occasioning the Injury. Notwithstanding the foregoing, this benefit shall not cover any restorative or remedial work, the use of any precious metals, orthodontic treatment of any kind, or dental surgery performed in a Hospital unless such dental surgery is the only available treatment for the damaged teeth. It shall not cover any dental treatment for: a) damage caused by eating or drinking; b) damage caused by normal wear and tear; and c) damage caused by tooth brushing or any other oral hygiene procedure.

3. **Reconstructive Surgery** – If an Insured sustains an Injury due to an Accident, the Company shall reimburse the charges incurred within 12 months from the date of Accident occasioning the Injury for any reconstructive Treatment provided to the Insured as an Inpatient, provided that the following conditions are satisfied:
   a) it is carried out to restore a function or an appearance after an Accident or in consequence of a surgery for treating a Medical Condition;
   b) it is done at a medically appropriate stage after the Accident or surgery; and
   c) prior written consent of the Company on the cost of such reconstructive Treatment is obtained.

**OPTIONAL BENEFITS**

An Insured is only eligible to the benefits under Section E, Section F and Section G below if the relevant benefit level codes are shown in the Schedule of Insured(s). If during the Period of Insurance, an Insured incurs expenses in respect of the following, the benefits set out below shall be payable by the Company:

**E. Outpatient Benefits**

1. **Outpatient Consultation** – Eligible Expenses are payable for the consultation rendered by a Physician at the Insured's home or as an Outpatient together with Eligible Expenses for medicine.

2. **Alternative Treatments** – If an Insured consults a Chinese Medicine Practitioner for Chinese medicine Treatment, including general practice, bone-setting and acupuncture; or receives physiotherapy, chiropractic, hypnotherapy, homeopathy, osteopathy, or mental

Treatment performed by a Qualified Medical Practitioner, the Company shall reimburse the Eligible Expenses incurred, provided that in the case of Treatment performed by a Psychiatrist or a Psychologist, the Treatment must be carried out upon the written recommendation of the Insured's attending Physician. The benefit is subject to the limit of 1 visit per day for each type of alternative Treatment.

3. **Diagnostic X-rays and Laboratory Tests** – Eligible Expenses are payable for diagnostic procedures and laboratory tests, including but not limited to ultrasound, electrocardiogram, CT Scan, MRI, PET Scan, X-ray and gait scan upon the written recommendation of a Physician for diagnostic purposes.

4. **Prescribed Medicines and Drugs** – Eligible Expenses are payable for western medicine and drug purchased from a Physician's clinic or a licensed pharmacist upon the written prescription of a Physician. Western medicine and drug shall mean the medication legally registered with the Drug Office of the Department of Health of Hong Kong or the equivalent legal authority of any other place rendering western medicine and surgical services.

5. **Health Examinations and Vaccinations** – Reasonable and Customary charges are payable for routine health, eye or dental examination or vaccinations received as an Inpatient or Outpatient. This benefit is subject to the limit of 1 checkup per Period of Insurance for each type of checkup.

**F. Maternity Benefits**

1. **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.

2. **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.

Coverage under Section F of this Policy shall immediately cease upon the expiry of the Period of Insurance in which an Insured attains the Age of 46.

**G. Dental Benefits**

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.

   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 at all times 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 http://bluecross.com.hk/document/tnc/creditfacilitiesservice.

   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 under Section A to Section G of the Benefits Provisions 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. Pre-existing Conditions.
3. Treatment or test which is not Medically Necessary; or purchase of drugs which are not prescribed by a Physician.
4. Except as otherwise provided in Section E.5 of the Benefits Provisions, confinement solely for the purpose of general checkup, diagnostic X-ray, advanced imaging, laboratory tests, genetic testing, counselling, rehabilitation, rest cures, sanitaria care or allied health service, including but not limited to, physiotherapy, occupational therapy and speech therapy.
5. Treatment related to Congenital Conditions (except Hernias, Strabismus and Phimosis) or Developmental Conditions or disease of similar kind.
6. Except as otherwise provided in Section C.4 of the Benefits Provisions, expenses directly or indirectly arising from HIV and its related medical condition, including AIDS and/or any mutations, derivation or variations thereof, consequential upon an HIV infection.
7. Treatment or medical condition 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. Except as otherwise provided in Section D.3 of the Benefits Provisions, charges in respect of services for beautification or cosmetic purposes, including any related and associated medical conditions arising therefrom; and expenses in relation to but not limited to hearing tests, routine blood tests, general checkups, prophylaxis treatment, vaccinations or inoculations (except as otherwise provided in Section E.5 of the Benefits Provisions), Hair Mineral Analysis (HMA) and other specialised Chinese tonic medicine, including but not limited to cubilose, ganoderma, ginseng, red ginseng, American ginseng, radix ginseng silvestris, cordyceps, antler, donkeyhide gelatin, hippocampus, antelope horn powder, placenta hominis, agaricus blazei murill, musk, pearl powder, or health supplements (unless approved by the Company), over-the-counter drugs; charges for correcting visual acuity or refractive errors including but not limited to eye refractive therapy, routine eye tests, 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 the 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 D.2 or Section G of the Benefits Provisions.
10. Except as otherwise provided in Section C.5 or Section F of the Benefits Provisions, all investigation, Treatment, surgical procedure, counselling service and genetic testing 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.10 or Section C.9 of the Benefits Provisions, purchase of prosthetic devices, 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, air purifiers or conditioners and heat appliances for home use.

12. Except as otherwise provided in Section C.6 or Section E.2 of the Benefits Provisions, treatment or medical condition 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.3 or Section E.2 of the Benefits Provisions, alternative treatment including but not limited to Chinese medicine, acupressure, cupping, 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 medical condition directly or indirectly arising from war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, riot, insurrection or military or usurped power; resulting from taking part in military, air force, naval and other disciplinary services.

17. Treatment or medical condition directly or indirectly resulting from radioactive contamination, biological contamination or chemical contamination.

18. Treatment of obesity (including morbid obesity), weight control programmes or bariatric surgery.

19. Costs of transplantation incurred in connection with identifying and procuring a replacement organ, costs incurred for removal of the organ from the donor and all associated transportation and administrative costs.

20. Confinement and Treatment received beyond the period of 90 consecutive days from the date of admission to a Hospital if the Insured is in a persistent vegetative state characterised by wakefulness without awareness for more than 4 weeks.

## SECOND MEDICAL OPINION PROVISIONS

If, upon medical consultation, an Insured is suspected of suffering from or has been diagnosed by a Physician with any medical conditions as defined below ("**Qualifying Medical Conditions**"), upon the request of the Insured, a second medical opinion ("**SMO**") service will be provided by MediGuide International, LLC ("**MediGuide**"), or other service provider appointed by the Company from time to time.

For the avoidance of doubt, Qualifying Medical Conditions shall mean any Medical Conditions except that:

a) the Insured has not been given an official diagnosis by his attending Physician in respect of such Medical Condition;

b) the Insured has not been evaluated by his attending Physician in respect of such Medical Condition within the last 12 months prior to the date of the Insured's request for SMO; or

c) in the opinion of MediGuide or other service provider appointed by the Company from time to time:-

   (i) such Medical Condition is acute and life-threatening; or

   (ii) physical evaluation is required for such Medical Condition such as mental illnesses.

Procedure: The Insured or his representative(s) shall contact MediGuide's local representative by calling (852) 8101-3682 to open a medical second opinion case.

The party making such call will be required to provide the "Policy Number" as stated in the Policy Schedule and the name of the Insured to MediGuide. After validation of coverage eligibility, the SMO service will be arranged by MediGuide.

Provision of the required documents, medical proof and information in respect of the Insured to MediGuide shall be a condition precedent to process the request. After MediGuide receives all the necessary information, it will suggest 3 world leading medical centres for provision of the SMO service and the Insured may choose 1 of them for evaluation of the diagnosis and recommendation of the most appropriate treatment. The selected medical centre will reply to the Insured with a written medical report within 10 business days from receipt of the required documents, medical proof and information of the Insured by the selected medical centre.

**Limitations to Liabilities**

1. All service providers rendering services to the Insured under the Second Medical Opinion Provisions are not employees, agents or servants of the Company. Accordingly, the service providers shall be responsible for their own acts, and the Insured shall not have any recourse or claim against the Company in connection with any services rendered by the service providers.

2. The Company assumes no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any service providers.

3. The Company shall not be held responsible for any failure or delay to provide the SMO service on the part of the service provider if such failure or delay is caused by or contributed to by acts of God, or any circumstances and conditions beyond their control, including but not limited to, any administrative, political or government impediment, strike, industrial action, riot, civil commotion, or any form of political unrest (including but not limited to war, terrorism, insurrection), adverse weather conditions, flight conditions or situations where the provision of the SMO service is prohibited or delayed by local laws, regulators or regulatory agencies.

4. Any request for the use of the SMO service is made of the Insured's own accord. The Insured shall be solely responsible for all costs incurred in receiving any treatment as recommended by the service provider. A recommendation of treatment by the service provider does not imply or represent consent on the part of the

Company to reimburse or be held liable for any expenses in relation to such treatment. In no event shall the Company be liable under the Second Medical Opinion Provisions for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses arising from the provision of the SMO service.

## 「大亨」醫療保險計劃條款及細則

### 保險條款

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或修訂內所作出之任何陳述，皆被視為申述，而非保證；
4. 在保單持有人已繳交全數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地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. **「中國」**指中華人民共和國，香港及澳門則除外。
11. **「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妥善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. **「脊醫」**指任何 a）根據《脊醫註冊條例》（香港法例第 428 章）於脊醫管理局妥善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提供脊椎治療的人士，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。
13. **「本公司」**指藍十字（亞太）保險有限公司。
14. **「住院」**或**「留院」**指受保人按醫生的書面建議以住院病人身分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。
15. **「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、確診或知悉，或任何在受保人之年齡達 12 歲前出現的新生嬰兒異常。
16. **「免付賬醫療服務」**指由本公司提供及載明於本保單之免付賬醫療服務條款內之免付賬醫療服務。
17. **「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。
18. **「自付額」**指載明於保障利益表內，保單持有人或受保人於每個受保期期間，在本公司須支付本保單之保障利益條款第 A 項至第 D 項（第 A.12 及 A.14 項除外）的保障前，必須自行承擔的符合索償資格的費用之總金額。
19. **「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。
20. **「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妥善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。
21. **「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、學習或其他發展上出現較正常健康狀況早發、遲緩或受損的發育障礙。
22. **「出院」**是指受保人在醫院或精神病院內完成所有終止住院或逗留的正式手續後離開該醫院或精神病院，而該醫院或精神病院不再為受保人保留病房或病床。為免存疑，如受保人在離開醫院或精神病院的同一天內，立刻因同一醫療狀況轉往另一間醫院或精神病院，該情況將不被視為出院。
23. **「疾病」**、**「病痛」**或**「不適」**指因受到病理偏差的影響而出現異常的生理或醫療狀況。
24. **「符合索償資格的費用」**指因醫療必要需就醫療狀況或牙科狀況接受治療所招致的合理慣例費用。該費用在任何情況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。
25. **「合格公立醫院」**指由香港政府全權擁有或資助，並由醫院管理局營運或監督的公立醫院。

26. **「緊急事故」**指危及性命並需要接受治療的醫療狀況，如缺乏治療，可能會引致受保人在該醫療狀況出現初步徵狀起計 48 小時內身故。

27. **「首個受保期」**指最初並未曾續保之受保期。

28. **「醫療卡」**指本公司就本保單所發出的任何類型之醫療卡。

29. **「香港」**指中華人民共和國香港特別行政區。

30. **「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) 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、寧養或紓緩護理中心、康復中心、護老院或同類機構。

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

32. **「受傷」**或**「傷患」**指完全因意外，而非涉及任何其他原因所引致的身體損害。

33. **「住院病人」**指任何受保人 a ) 因醫療狀況所需，於醫院登記為佔用病床之病人以接受醫療必要之治療，而該治療不能透過門診安全地進行；以及 b ) 該病床之佔用有醫院發出的每天病房及膳食費用之單據為證。

34. **「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」的人士。

35. **「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。

36. **「澳門」**指中華人民共和國澳門特別行政區。

37. **「醫療狀況」**指就受保人而言，任何屬本保單受保範圍內的傷患、疾病、病痛、不適，並包括精神失常。

38. **「醫療必要」**指需要就醫療狀況或牙科狀況接受治療或服務，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。被視為「醫療必要」的治療或服務必須符合以下各項：

    a) 需要合資格醫療人士的專業知識；

    b) 與診斷一致，並對醫治該狀況而言屬必需；

    c) 根據專業而審慎的醫療標準提供，而並非主要為使受保人、其家庭成員、護理人員或主診的合資格醫療人士帶來方便或感到舒適而提供；及

    d) 在該情況下以最具成本效益的方式和設定提供。

39. **「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：

    a) 設有由註冊護士提供的 24 小時護理服務；及

    b) 由精神科醫生 24 小時應診及監督。

40. **「北美」**指美國及加拿大。

41. **「門診病人」**指就任何醫療狀況於合資格醫療人士的診所或醫院的門診部或急症室接受治療或服務的受保人。

42. **「每年綜合最高賠償額」**指受保人在任何一個受保期內於本保單之保障利益條款第 A 項至第 G 項下可享有的最高保障總額。「每年綜合最高賠償額」載明於保障利益表。

43. **「終身最高賠償額」**指受保人在所有「大亨」醫療保險計劃保單下，一生合計可享有的最高保障總額，不論該些保單是否已終止、仍生效或已到期。「終身最高賠償額」載明於保障利益表。

44. **「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。

45. **「醫生」**指任何 a ) 根據《醫生註冊條例》( 香港法例第 161 章 ) 於香港醫務委員會妥善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從事西方醫學的內科及 / 或外科診療的人士。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。

46. **「物理治療師」**指任何 a ) 根據《輔助醫療業條例》( 香港法例第 359 章 ) 於輔助醫療業管理局妥善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提供物理治療服務的人士。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。

47. **「保單」**指本公司承保及簽發的「大亨」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、保單資料頁、保障利益表、受保人附錄及其附載的任何附件或批註，如適用。

48. **「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。

49. **「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。

50. **「保單年度」**指保單生效日期或其後之任何續保日起計，每 12 個月之期間。

51. **「保單持有人」**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。

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

    a) 已存在或確診；或

    b) 受保人當時已知悉或按合理情況下應知悉出現了病徵或症狀，

    之不適、病痛、疾病、受傷、身體狀況、精神疾病或生理退化。

53. **「私家房」**指一間供受保人在其住院期間單人佔用，並設有獨立睡房、洗手間及浴室的病房，惟不得設有任何以下之配套設施：客房、訪客洗手間、廚房、飯廳或客廳。私家房並不包括任何豪華房、套房、行政房或任何其他與上述定義之私家房屬同等或較高級別的病房 ( 不管其標籤為可 ) 。

54. **「人造義體及 / 或義肢」**指於住院或手術期間，因醫療狀況所需並在醫生的指示下所訂購的人工外部裝置以代替某肢體或缺少的身體部位或其任何部分以恢復其原有功能（包括但不限於人工手臂、腿部、足部及手部，但卻不包括因整容、裝置丟失或被盜及非作復康用途的裝置）。

55. **「精神科醫生」**指精神科專科醫生。

56. **「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 b）在區域上認可的研究院或專業教育機構完成臨床心理學碩士或以上課程之人士。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。

57. **「合資格醫療人士」**指麻醉科醫生、中醫師、脊醫、牙醫、醫生、物理治療師、精神科醫生、心理學家、專科醫生、外科醫生、註冊護士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。

58. **「合理慣例」**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服務或物料供應者，為同一性別和年齡的人士針對類似疾病或傷患提供的相類似的治療、服務或物料所收取的收費水平。合理慣例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）以釐定合理慣例的醫療費用：

   a) 載列於由香港政府發佈之憲報中香港公立醫院向自費病人收取私家住院醫療服務的費用；
   b) 由業界進行的治療或服務費用調查 ；
   c) 內部索償數據；
   d) 受保程度或水平；及 / 或
   e) 於提供治療、服務或物料當地之其他適當相關參考資料。

59. **「註冊護士」**指任何 a）根據《護士註冊條例》（香港法例第 164 章）於香港護士管理局妥善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提供護理服務的護士。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。

60. **「續保」**指就本保單而言，緊接保單屆滿時立即續期。

61. **「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。

62. **「居留地」**指受保人於投保申請表格或書面更改通知內聲明其在受保期內最少居住滿 6 個月的國家。

63. **「保障利益表」**指附載於本保單的「保障利益表」，當中載列了每年綜合最高賠償額、終身最高賠償額、自付額、保障利益的條件及其最高賠償額（將不時修定）。

64. **「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。

65. **「半私家房」**指在醫院內設有共用浴室的單人或雙人病房。

66. **「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。

67. **「逗留」**指受保人按醫生或精神科醫生（按情況而定）的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，受保人必須在出院前取得該建議。

68. **「外科醫生」**指合資格進行外科程序或手術的專科醫生。

69. **「治療」**指由合資格醫療人士因治療醫療狀況而需要進行的外科手術或醫療程序，包括以下各項：

   a) 診斷程序 – 因建立診斷所需之診症及檢驗；
   b) 住院治療 ；
   c) 日症手術；及
   d) 門診治療 。

## 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闡釋。
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釋義部分所載明的涵義。
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）所有醫療卡（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：

| 保單生效期（由保單生效日期起計） | | 獲退還之保費 | |
|---|---|---|---|
| 不多於 | 2個月 | 每年保費之 | 75% |
| | 4個月 | | 55% |
| | 6個月 | | 35% |
| | 8個月 | | 15% |
| 8個月以上 | | 無 | |

在首個受保期的第8個月後，保單持有人將不獲退還任何保費。

儘管有任何其他規定，本公司將在應退還之保費內扣除本保單下尚未償還之任何欠款。

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。
本公司可因任何受保人未能遵從本保單的任何要求而取消其保障。在該情況下，保單持有人可獲按比例退還該受保人剩餘之受保期的保費。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然繼續生效。

**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。

若居留地之變動導致受保人未能根據本公司當時適用之核保規定符合受保資格，該受保人於本保單下之保障將不獲續保，而本公司將致力為受保人轉換至另一個可供選擇的醫療保險計劃。

**保障更改**
在獲得本公司批准下，保單持有人可於續保時要求更改保障。如受保人於續保時年齡為 50、55、60 或 65 歲，保單持有人亦可於該續保日之前或之後 31 天內要求減低該受保人之自付額，而無須提供該受保人進一步之健康證明。每名受保人終身只限行使此權利 1 次，而且一經行使將不可撤銷。有關更改只會於續保時生效。

為免存疑，保障更改指保障級別或保障地域之更改。

**保障提升**
若受保人於保障提升前已患上任何一種醫療狀況，就該醫療狀況而言，受保人可獲得的保障應以患上該醫療狀況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的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；及其在投保申請文件、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，惟保障利益條款第 F 項所提供的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（不論過去或未來之保費）。除非已支付調整的保費，本公司將不會支付賠償。

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瞞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，並由本公司確定收妥。

**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。

**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。

**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。

**對第三者的訴訟**
本保單中並無任何條款會令致本公司就保單持有人或受保人基於任何原因或理由蒙受損害因而對本保單所提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，這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訴訟。

**保障終止**
受保人於本保單內的所有保障將在下列情況即時終止，以最早者為準：

a) 當該受保人的終身最高賠償額之 100%已全數支付；
b) 當於受保期內該受保人的年齡達至 100 歲，該受保期的最後一天；
c) 當該受保人的保障根據此條款及細則一般條件中之錯誤申報年齡及 / 或性別條款或失實陳述及 / 或欺詐條款（按情況而定）所列的情形被取消；或
d) 該受保人身故當日。

除非已特別註明，任何有關該受保人於受保期內已繳付但未滿期的保費，將不獲退還。

**保單終止**
本保單將在下列情況自動終止，以最早者為準：

a) 當每名受保人的終身最高賠償額之 100%均已全數支付；
b) 當於受保期內所有受保人的年齡均達至 100 歲，該受保期的最後一天；
c) 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錯誤申報年齡及 / 或性別條款或失實陳述及 / 或欺詐條款（按情況而定）所列的情形被取消；或
d) 本保單最後一名在生之受保人身故當日。

當本保單在以上情況下終止，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。

本公司有權於受保期完結前向保單持有人發出不少於 90 天的書面通知以停止發售或中止本計劃，並結束本保單，而本保單將會於發出該書面通知之受保期到期時結束。若本公司決定停止發售或中止本計劃，本公司將致力為受保人轉換至另一個可供選擇的醫療保險計劃。

**保障地域範圍**
本保單的保障利益條款內所有保障均適用於保障利益表內載明的保障地域。然而，若受保人於緊接續保前的受保期內居住於美國多於 6 個月，本公司將保留於續保時將保障地域由「環球」更改為「環球（北美除外）」的權利。

如受保人之居留地為英國或加拿大，本保單就任何在該國進行的住院、逗留、治療或服務應付之保障賠償將會受限於符合索償資格的費用之 60%（僅因在緊急事故下發生的住院及 / 或逗留，或接受的治療及 / 或服務除外）。為免存疑，當任何保障賠償減少後，適用於該應支付的保障賠償的最高賠償額、每年綜合最高賠償額、終身最高賠償額及自付額應維持不變。

儘管有任何其他規定，若已選擇「環球（北美除外）」為適用之保障地域，本保單下的保障將不包含北美（僅因在緊急事故下發生的住院及 / 或逗留，或接受的治療及 / 或服務除外）。

**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，不應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，本保單內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**
應付之保費金額載於受保人附錄或本保單所附載的批註內。保費必須按年或經本公司同意下以分期付款方式於到期日前繳付，本公司才會支付任何賠償。

保費到期日、續保日及保單年度均由本公司參照保單資料頁內所載之保單生效日期而釐定。第一期保費將於保單生效日期到期。

**無索償折扣**
倘若本公司於下表所述之個別無索償期內未曾或無須向受保人支付任何基本保障（即保障利益條款第 A 項至第 D 項），保單持有人就續保該受保人於本保單下之保障所應繳付之基本保障保費可按相應之折扣率獲得扣減：

| 緊接續保前之無索償期 | 折扣率 |
|---|---|
| 1 年 | 5% |
| 連續 2 年 | 5% |
| 連續 3 年 | 10% |
| 連續 4 年 | 10% |
| 連續 5 年或以上 | 15% |

如在保單持有人就該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。

儘管有任何其他規定，任何就保障利益條款第 A.12 項及第 D.1 項作出的索償將不會影響受保人獲無索償折扣之資格。

為免存疑，無索償折扣並不適用於保障利益條款下的自選附加保障。

**家庭折扣**
於保單生效日及任何續保日，一項家庭折扣將適用於扣減由保單生效日或相應續保日開始的保單年度應支付的保費，惟須符合以下表所述的要求：

| 要求 | 家庭折扣率 |
|---|---|
| 於保單生效日或續保日（以適用者為準）2 名合資格家庭成員受保於本保單 | 5% |
| 於保單生效日或續保日（以適用者為準）3 名或以上合資格家庭成員受保於本保單 | 10% |

家庭折扣數額將相等於由保單生效日或相應續保日開始的保單年度就本保單應支付的標準保費及附加保費（如有）乘以上表所述的家庭折扣率。

如在獲得家庭折扣後未能於保單生效日或續保日當日滿足以上表所述的合資格家庭成員人數要求，本公司將會按照上表的要求重新計算相關保單年度的家庭折扣。在本公司的合理要求下，保單持有人須向本公司交還已經扣減的家庭折扣及重新計算實際合資格的家庭折扣之差額。

就本部分而言，「合資格家庭成員」是指保單持有人及 / 或其直屬家庭成員。

## 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天）。

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，本保單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。

受限於終身最高賠償額及本保單其他條款及細則，本公司保證保單持有人有權為受保人就其在本保單下之保障續保直至該受保人年齡為100歲。

倘若保單持有人不同意續保，他可於本保單續保日當日起計 30 天內（**「冷靜期」**）向本公司發出書面通知以取消該續保，而本保單將會於緊接該續保前之受保期屆滿時終止。如 a）本保單於該冷靜期內並無任何索償*及 b）所有醫療卡（如有）及就該續保向受保人繕發的優惠券（如有）於冷靜期內從未被使用及已被退還予本公司，保單持有人將可獲全數退還就該續保已繳付之保費。

* 於冷靜期內為本保單終止前所招致之符合索償資格的費用賠償所作出的索償除外。

本公司亦保留停止發售或中止本計劃，或修改本保單之保障、保費、條款及細則，及對本保單作出更改的權利。若本公司決定停止發售或中止本計劃，本公司將致力為受保人轉換至另一個可供選擇的醫療保險計劃。

**保障利益架構修訂**
本公司將保留不時修訂本保單的保障利益架構的權利。本公司會於受保期到期前不少於30天以書面形式通知保單持有人有關修訂並列明經修訂的保障利益表、新保費及其生效日期。經修訂的保障利益表及新保費將於續保日或書面通知上所列之日期起生效。除非保單持有人接受該書面通知上所列明之條款並支付保費，否則本保單將於下一個保費到期日自動終止。於每次修訂後，本公司將發出經修訂的保障利益表及有關批註（如適用）。

## 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，則該項索償就各方面而言將被視作放棄論，且日後不能再提出索償。

**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**
就申請任何有關索償，必須於接受門診或出院或逗留後90天內向本公司作出通知及提交指定表格，或如適用，經本公司指定網頁 (https://supercare.bluecross.com.hk) 或藍十字流動應用程式內之電子索償平台提交，並一併交回所有所需文件的正本。若未能於指定期間內給予通知或遞交索償申請，可導致有關索償遭拒絕。

本公司可能要求額外提交資料、證書、證據、醫療報告、數據或其他文件以作評估索償用途。除非獲本公司同意及批准，否則若本公司於發出書面要求該額外資料的日期後60天內仍未接獲所要求的資料，本公司將不會承擔賠償的責任。

本公司保留指定一名醫生為受保人作身體檢查的權利。

本公司保留在支付任何保障時扣除本保單在相關受保期內尚未繳付保費的權利。

任何本公司已付之賠償將不會成為作出其後任何賠償的先例。就某項已付之賠償而言，倘若有關的索償不符合本保單之條款及細則所載的索償資格，保單持有人及受保人須按本公司之書面要求立即向本公司償還已付之賠償金額，包括所有不符合索償資格或超額之費用；或本公司保留在新索償申請中扣除任何已支付但不符合索償資格或超額之費用。

在釐定賠償金額時，如未能明確分攤符合索償資格的費用，本公司將保留按比例支付有關賠償的權利。

保單持有人及受保人不得在本公司收到所有根據本保單要求而提交的索償證明當日後的 60 天內就本保單向本公司展開仲裁。

## 保障利益條款

除本保單另有規定外，本公司將根據以下所列之保障支付符合索償資格的費用。根據下文（i）A 部分 – 住院及手術保障（第 1 至 16 項）；（ii）B 部分 – 入院前及出院後保障（第 1 至 4 項）；（iii）C 部分 – 特別治療保障（第 1 至 10 項）；（iv）D 部分 – 意外治療保障（第 1 至 3 項）；（v）E 部分 – 門診保障（第 1 至 5 項）；（vi）F 部分 – 產科保障（第 1 至 2 項）及（vii）G 部分 – 牙科保障（第 1 至 3 項）向受保人支付的保障利益，須受載列於保障利益表適用於所選之計劃級別及保障級別編號之最高賠償額、每年綜合最高賠償額、終身最高賠償額、自付額、賠償百分比、等候期及保障條件，以及本保單的條款、細則及不保事項所限制。

就決定適用之自付額而言，

a) 當住院或逗留跨越兩個保單年度或以上，適用於該次住院或逗留之自付額為按入住醫院或精神病院之日期所屬之保單年度的自付額，並適用於計算該次住院或逗留的整筆相關應支付之賠償；及
b) 適用於 B 部分的保障之自付額為按相關住院之入住日期或接受相關日症手術之日期（按情況而定）所屬之保單年度的自付額。

就決定適用之每年綜合最高賠償額而言，

a) 當住院或逗留跨越兩個保單年度或以上，應支付之賠償將按各個分項實際招致費用該日之基準上分攤至相應的保單年度。若招致之費用無法按每日分項，該等費用將以實際住院或逗留日數按比例分攤至每個相應的保單年度。上述按相應保單年度分攤之費用須受限於該保單年度所適用之每年綜合最高賠償額；及
b) 適用於B部分的保障之每年綜合最高賠償額，（i）就第B.1項而言，為按相關住院之入住日期或接受相關日症手術之日期（按情況而定）所屬之保單年度的每年綜合最高賠償額，及（ii）就第 B.2 至 B.4 項而言，為按各個分項實際招致費用該日之相應的保單年度的每年綜合最高賠償額。

儘管有任何其他規定，除非受保人從醫院或精神病院之離開被本保單視為出院，否則任何兩次或以上的住院或逗留將被視為同一次相關住院或逗留。

**基本保障**

**A. 住院及手術保障**

第 A.2 項至第 A.6 項及第 A.8 項至第 A.10 項應付之保障僅在第 A.1 項或第 A.7 項須作出賠償的情況下才會支付。

若受保人，無論自願與否，

a) 在香港、澳門或中國於任何高於半私家房級別但不高於私家房級別的病房留院，根據「銀」計劃，第 A 項下應付之保障將受限於符合索償資格的費用之 50%；或
b) 於任何高於私家房級別的病房留院，第 A 項下應付之保障將受限於符合索償資格的費用之 25%。

若於受保期內，受保人因醫療狀況留院或以門診病人或日症病人身分於診所 / 醫院的門診部或急症室接受治療（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. **病房及膳食費用** – 受保人按保障利益表所列之計劃級別及保障級別編號入住相應級別之醫院病房或低於該級別的病房之房間費用，包括受保人於留院期間的膳食費用。

2. **外科醫生費用** – 受保人於留院期間按其主診醫生的書面建議接受由外科醫生進行之外科程序或手術所招致之費用。

3. **麻醉科醫生費用** – 如本公司須就保障利益條款第 A.2 項支付外科醫生費用，本公司亦將賠償受保人在該外科程序或手術期間接受由麻醉科醫生提供的麻醉服務所招致之費用。

4. **手術室費用** – 如本公司須就保障利益條款第 A.2 項支付外科醫生費用，本公司亦將賠償受保人在該外科程序或手術期間使用手術室（包括但不限於治療室及休息室）、消耗品及儀器用具所招致之費用。

5. **醫生巡房費用** – 受保人於留院期間其主診醫生每日巡房及該主診醫生就受保人留院而向其提供專業服務（包括但不限於救護車中的醫療護送，醫療監察及報告解讀）所收取的費用。

6. **專科醫生費用** – 受保人於留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。

7. **深切治療費用** – 受保人於留院期間按其主診醫生的書面建議入住深切治療部所招致之病房及膳食費用。

8. **私家看護費用** – 受保人為住院病人期間按其主診醫生的書面建議接受由註冊護士提供之私人護理服務所招致之費用。於受保期內，私人護理服務之最高賠償日數為 120 天。

9. **受保子女住院陪床費用** – 若受保人為兒童病人並以住院病人身分留院，本公司將賠償為其直屬家庭成員加設一張陪床所招致之費用。

10. **醫院雜項費用** – 受保人為住院病人期間，因醫療狀況接受治療而所招致之醫院費用，該等費用包括（但不限於）以下各項：

    a) 往返醫院的救護車服務；
    b) 施用麻醉藥及氧氣；
    c) 輸血，不包括血液及血漿費用；
    d) 敷料及石膏模；
    e) 住院期間服用的藥物，包括化學治療藥物，及接受的一般護理服務；
    f) 醫療和外科手術儀器、植入儀器及裝置；
    g) 在病房使用的醫療及外科即棄用品及消耗品；
    h) 菲林、造影和X光，及分析；
    i) 靜脈注射，包括IV注射液；
    j) 化驗；
    k) 放射性同位素、放射治療及相關測試；
    l) 電腦掃描、磁力共振造影及正電子掃描；
    m) 於住院期間租用輔助步行器具及輪椅；及
    n) 物理治療。

    注意：保障利益條款第A.10項不會就毋須住院而可在醫院門診部接受的物理治療和先進造影服務，如磁力共振造影、電腦掃描及正電子掃描，所招致之費用作出賠償。

11. **門診手術費用** – 若受保人接受日症手術，本公司將賠償該日症手術所招致之費用，包括診症及藥物費用、外科醫生費用、麻醉科醫生費用、使用手術室（包括但不限於治療室及休息室）之費用，及於該外科程序或手術中使用之消耗品及儀器用具的費用。

12. **門診手術現金津貼** – 若受保人接受任何列於保障利益表之日症手術，除可獲賠償上述第 A.11 項之門診手術費用外，本公司將按保障利益表所列之金額向受保人支付一筆現金津貼。

13. **先進診斷掃描（在門診進行）** – 受保人以診斷為目的按其主診醫生的書面建議以門診病人身分接受電腦掃描、磁力共振造影及正電子掃描所招致之費用。

14. **每天住院現金津貼（僅適用於入住合格公立醫院普通病房）** – 若受保人於合格公立醫院的普通病房留院，本公司將根據保障利益表列明的金額支付每天住院現金津貼。

15. **每天住院現金津貼（適用於入住香港私家醫院，而入住的病房為私家房以下級別）** – 若受保人於香港之私家醫院留院治療，而入住的病房為私家房以下級別，本公司將根據保障利益表列明的金額支付每天住院現金津貼。惟受保人在整段住院期間必須入住相同或較低級別之病房。

    本保障只適用於在本保單之保障下並無自付額之受保人。

16. **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（不論是屬個人或團體保單），而在該註冊保險公司支付任何賠償後，本公司方作出賠償，本保障將賠償按保障利益表中所列限額，就每日於醫院住院期間支付額外現金津貼。

    為免存疑，本保障只適用於在本保單之保障下並無自付額之受保人，並只會在受保人以住院病人身分入住醫院才會作支付。

**B. 入院前及出院後保障**

若在受保期內受保人因醫療狀況而以住院病人身分留院或接受日症手術（按情況而定），本公司將賠償因接受下列治療或服務所招致之符合索償資格的費用：

1. **入院 / 日症手術前門診診症** – 若受保人於住院或接受日症手術前 30 天內需就引致該住院之醫療狀況以門診病人身分接受醫生診症，本公司將賠償該診症所招致之費用（包括處方藥物）。

2. **出院 / 日症手術後門診診症** – 若受保人於出院或接受日症手術後 60 天內需就引致該住院之醫療狀況以門診病人身分接受其主診醫生診症，本公司將賠償該診症所招致之費用（包括處方藥物），而提供診症的醫生必須為受保人之主診醫生或與其主診醫生駐診於同一診所的其他醫生。

3. **出院 / 日症手術後輔助治療** – 若受保人於出院或接受日症手術後 60 天內需就引致該住院之醫療狀況以門診病人身分接受中醫師提供之中醫治療（包括全科、跌打及針灸）或由合資格醫療人士提供之脊椎治療、物理治療、順勢療法或整骨療法，本公司將賠償該等治療所招致之費用（包括處方藥物），惟由物理治療師提供之治療必須按受保人之主診醫生的書面建議進行。

4. **手術後家居看護** – 若受保人於留院期間接受外科程序或手術，本公司將賠償緊隨受保人出院後 28 星期內，按其主診外科醫生的書面建議並由註冊護士於受保人家中提供之護理服務所招致之費用。不論任何時間，本保障項下之家居護理服務僅限於由 1 位註冊護士提供，而於受保期內，家居護理服務之最高賠償日數為 196 天。

**C. 特別治療保障**

在受保期內，本公司將賠償因接受下列治療或服務所招致之符合索償資格的費用：

1. **癌症治療** – 若受保人按其主診醫生處方需留院以住院病人身分或以門診病人身分或於醫院之日症中心接受癌症治療，本公司將賠償因此所招致之費用。

2. **腎透析** – 若受保人患有不可復原之慢性腎功能衰竭，本公司將賠償受保人按其主診醫生的書面建議需留院以住院病人身分或以門診病人身分或於醫院之日症中心接受血液透析或腹膜透析治療所招致之費用。

3. **器官移植** – 若受保人需要接受由其親屬或合法認可及驗證來源捐贈之器官移植，本公司將賠償受保人以受贈者身分於住院期間接受有關外科程序或手術所招致之費用。

4. **人體免疫力缺乏病毒 / 愛滋病治療** – 若受保人需留院接受任何人體免疫力缺乏病毒感染或其相關疾病，包括後天免疫力缺乏症（又稱為愛滋病）之治療，本公司將賠償該項治療所招致之費用。

    除非人體免疫力缺乏病毒及其相關醫療狀況或其病徵或症狀不早於保單生效日期、受保人生效日期或保障生效日期（以最後者為準）起計 5 年後出現，否則本保障將不會作出任何賠償。為免存疑，本保障只會於此等候期屆滿後生效。

5. **妊娠期併發症** – 若受保人於留院期間，因受保於本保單之妊娠期併發症需按其主診醫生的書面建議接受治療，本公司將賠償該治療及住院所招致之費用。受保於本保單之妊娠期併發症只限於異位妊娠、葡萄胎妊娠、播散性血管內之凝血機制障礙、先兆子癇、流產、先兆流產、胎兒夭折、因產後出血切除子宮、子癇、羊水栓塞及妊娠肺栓塞。

    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 1 年等候期內作出賠償。為免存疑，本保障只會於此等候期屆滿後生效。

6. **精神病或心理治療** – 若受保人按其主診精神科醫生書面建議在精神病院逗留或需留院以接受精神、行為或心理失常之治療（包括心理學家提供之治療），本公司將賠償受保人就該逗留或住院所招致之費用。

7. **更年期雌激素替代療法** – 若醫生認為受保人已達更年期，本公司將賠償醫生診症及由該醫生為舒緩更年期對受保人身體的影響而處方屬雌激素替代療法的植入物或藥貼（不包括藥片）所招致之費用。任何以舒緩精神及生理症狀及影響之治療均不受保於本保單。

8. **中藥治療** – 若受保人於香港住院期間需按其主診醫生（必須於香港持牌處方中藥）的書面建議服用處方中藥，本公司將賠償受保人於住院期間服用的中藥之費用。

9. **人造義體 / 義肢費用** – 若受保人於接受外科醫生進行之外科程序或手術時需要植入或替換人造義體及 / 或義肢，本公司將賠償該人造義體及 / 或義肢之費用。

10. **善終服務** – 若受保人被確診患有末期疾病，而根據其主診醫生的書面意見，受保人很大機會於 12 個月內身故，本公司將賠償受保人入住註冊善終院舍及該院舍於住宿期間提供的護理服務所招致之費用，惟受保人必須按主診醫生於入住院舍前作出的書面建議入住善終院舍。本保障終身只限賠償一次。本保障一旦作出賠償後，受保人將不會就入住善終院舍及接受護理服務根據本保單獲得任何其他賠償。

**D. 意外治療保障**

在受保期內，本公司將賠償因接受下列治療或服務所招致之符合索償資格的費用：

1. **緊急門診治療** – 若受保人因意外受傷，並於導致其受傷之意外發生當日起計 24 小時內以門診病人身分於醫院之門診部或急症室或醫生診所接受治療或服務，本公司將賠償因此所招致之費用。

2. **受損牙齒** – 若受保人因意外受傷令天然健全之牙齒受損，並於導致其受傷之意外發生當日起計 12 個月內於正式註冊之牙科診所或醫院接受緊急牙科治療，包括診症、止血、脫牙、齒根管治療及 X 光，本公司將賠償該治療所招致之費用。儘管上述所言，本保障不包括任何修復性或補救性治療、任何貴金屬用料、任何性質的牙齒矯正治療或於醫

院進行之牙科手術，除非牙科手術是治療該受損牙齒之唯一方法。因下列情況所需之牙科治療將不獲賠償：a）飲食造成之牙齒損傷；b）正常損耗造成之損傷；及 c）刷牙或任何其他口腔衛生程序造成之損傷。

3. **矯形修復手術** – 若受保人因意外受傷，並於導致其受傷之意外發生當日起計 12 個月內以住院病人身分接受矯形治療，本公司將賠償該治療所招致之費用，惟必須符合以下各項：

   a) 有關手術以回復意外或就醫療狀況接受外科手術後的功能或外觀為目的而進行；

   b) 有關手術於意外或外科手術後一個恰當的醫療階段進行；及

   c) 在進行該矯形治療前，已獲本公司書面同意有關治療費用。

**自選附加保障**

受保人只會在相關保障級別編號已列於受保人附錄的情況下，才可享有以下第 E 項、第 F 項及第 G 項的保障。若於受保期內，受保人就下列項目招致開支，本公司將會作出以下賠償：

**E. 門診保障**

1. **門診診症** – 受保人於其家中或以門診病人身分接受醫生的診症及藥物所招致之符合索償資格的費用。

2. **另類治療** – 若受保人接受由中醫師提供之中醫治療（包括全科、跌打及針灸）、或由合資格醫療人士提供的物理治療、脊椎治療、催眠、順勢療法、整骨療法或精神病治療，本公司將賠償該等治療所招致之符合索償資格的費用，惟由精神科醫生或心理學家提供之治療必須按受保人之主診醫生的書面建議進行。每項另類治療的最高賠償限額為每天 1 次。

3. **X 光診斷及化驗** – 受保人按其主診醫生的書面建議接受診斷程序及化驗（包括但不限於超聲波、心電圖、電腦掃描、磁力共振造影、正電子掃描、X光及步態掃描）所招致之符合索償資格的費用。

4. **處方藥物** – 由醫生處方經醫生之診所或持牌藥劑師購買的西方藥物之符合索償資格的費用。西方藥物是指於香港衛生署藥物辦公室或任何其他地方提供西方醫療及外科手術治療服務之等同法定機構合法註冊的藥物。

5. **檢查及疫苗注射** – 受保人以住院病人或門診病人身分接受例行身體、眼科或牙科檢查或疫苗注射所招致之合理慣例費用。每項檢查的最高賠償限額為每個受保期內 1 次。

**F. 產科保障**

1. **自然分娩 / 剖腹生產** – 若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，本公司將賠償經自然分娩或剖腹生產兩項分娩程序之任何一種方式所招致之相關合理慣例費用（不會就兩項分娩程序同時作出賠償），包括產前及產後護理之門診診症費用、病房及膳食費用、外科醫生費用、醫院雜項費用及因自然分娩或剖腹生產而附帶不多於 7 天之育嬰護理。本保障一旦作出賠償後，受保人將不會就該住院、手術程序或診症根據本保單獲得任何其他賠償。

   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 1 年等候期內作出賠償。為免存疑，本保障只會於此等候期屆滿後生效。

2. **流產或治療性墮胎** – 若受保人因產科專科醫生的書面建議於其診所或醫院接受由該產科專科醫生進行的流產治療或治療性墮胎，本公司將賠償因該次懷孕（包括產前護理）所招致之符合索償資格的費用。

   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。

本保單第 F 項之保障將會於受保人的年齡達至 46 歲時之受保期完結後即時終止。

**G. 牙科保障**

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。本保障的最高賠償限額為每個受保期內 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（脫除智慧齒或阻生齒除外）；

   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) 膿瘡排放；

   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。

3. **修復治療** – 若受保人於認可牙科設施接受牙醫提供任何下列主要修復治療或手術，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) 脫除智慧齒或阻生齒；

   b) 新置或修復假牙；

   c) 新置或修復齒冠（金齒冠除外）；

   d) 新置或修復齒橋（金齒橋除外）；

   e) 植入牙齒；

   f) 修復齒尖的牙冠釘；

   g) 麻醉；

   h) 軟組織 / 牙骨阻生；

   i) 金牙鑲嵌及覆蓋；

   j) 齒根尖切除術；及

   k) 牙齒矯正治療。

   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核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分，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 http://bluecross.com.hk/document/tnc/creditfacilitiesservice。

   保單持有人及受保人須承擔任何因使用未退還、已遺失或遭盜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賬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。本公司將會就任何超逾 30 天之欠款按現行利率收取利息。最新版本之程序詳情請參閱本公司網頁（http://www.bluecross.com.hk）內之《「出院免找數」服務》。

若本保單內尚有未償還之款項，本公司將保留拒絕對本保單之其他索償作出賠償的權利。

本公司可隨時發出書面通知以中止或暫停任何免付賬醫療服務，並保留所有與免付賬醫療服務相關事項及爭議的最終決定權。

**不保事項**

除於保障利益表或本保單附載的任何批註內特別列明外，本公司將不會就保障利益條款第 A 項至第 G 項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。
2. 已存在的狀況。
3. 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。
4. 除非於保障利益條款第 E.5 項中另有規定，純粹為接受一般身體檢查、X光診斷、先進造影、化驗、基因測試、輔導服務、復康、休養、療養或專職醫療服務，包括但不限於物理治療、職業治療及言語治療而住院。
5. 任何先天性疾患（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。
6. 除非於保障利益條款第 C.4 項中另有規定，直接或間接因人體免疫力缺乏病毒及其相關醫療病症（包括愛滋病及 / 或因感染人體免疫力缺乏病毒而相應引致的任何突變、衍生或變異）而引致的費用。
7. 直接或間接由於或因為以下事項所引致的治療或醫療狀況：

   濫用藥物或酒精、自我毀傷或企圖自殺、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. 除非於保障利益條款第 D.3 項中另有規定，以美容或整形為目的之任何服務費用，包括因此而引致的相關醫療狀況；及與以下相關的費用，但不限於聽力測試、例行血液測試、一般身體檢查、預防性治療、接種疫苗或防疫注射（除非於保障利益條款第 E.5 項中另有規定）、頭髮重金屬元素分析、其他中醫專用補藥，包括但不限於服食燕窩、靈芝、人蔘、紅蔘、花旗蔘、野生蔘、冬蟲夏草、鹿茸、阿膠、海馬、羚羊角粉、紫河車、姬松茸、麝香、珍珠粉，或健康補充品（除非獲本公司批准）、非處方藥物；為矯正視力或屈光不正而引致之費用，包括但不限於眼部屈光治療、一般眼睛檢查、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第 D.2 項或第 G 項中另有規定，因牙科狀況接受之牙科治療及口腔外科手術（受保人因意外而需在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 C.5 項或第 F 項中另有規定，與產科及其併發症有關的所有檢查、治療、外科程序、輔導服務及基因測試，包括驗孕或其後的分娩、墮胎或流產；節育或恢復生育；兩性結紮或變性；不育治療，包括體外受孕或以任何其他人工方法導致懷孕；及性機能失調，包括但不限於任何原因導致的陽萎、不舉、早泄。
11. 除非於保障利益條款第 A.10 項或第 C.9 項中另有規定，購買人工裝置，購買或租借耐用的醫療設備及儀器，包括但不限於家居使用之輪椅、床及傢俱、呼吸道壓力治療機及面罩、可攜式氧氣及氧氣治療儀器、透析機、運動設備、眼鏡、助聽器、特別支架、輔助步行器具、空氣清新機、空調及供熱裝置。
12. 除非於保障利益條款第 C.6 項或第 E.2 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或醫療狀況。
13. 除非於保障利益條款第 B.3 項或第 E.2 項中另有規定，另類療法，包括但不限於中醫、指壓、拔罐、天灸、推拿、催眠、氣功、按摩治療、香薰治療及相類似之療法。
14. 未獲本公司於參照進行治療當地之普遍標準後認可的試驗性及 / 或新醫療技術或程序。
15. 非醫療服務，包括但不限於訪客膳食、租用收音機或電視、電話費、影印費、醫療報告費、稅項及相類似項目。
16. 直接或間接因戰爭（不論宣戰與否）、內戰、侵略、外敵行動、敵對行動、叛亂、革命、暴動、起義或軍事政變或奪權；或因參與陸軍、空軍、海軍及其他紀律性服務而引致的治療或醫療狀況。
17. 直接或間接由放射性污染、生物污染或化學污染引致的治療或醫療狀況。
18. 有關肥胖症（包括病態肥胖症）的治療、體重控制計劃或減肥手術。
19. 鑑定及採購替換器官之費用，由捐贈者身上移除器官所招致之費用，以及所有相關的運輸及行政費用。

20. 若受保人持續處於維持覺醒但沒有意識特徵下的植物人狀態超過 4 星期，由其入住醫院後起計連續 90 天以後的住院及期間的治療。

**第二醫療意見諮詢條款**

若受保人在接受診症後懷疑患上或經醫生診斷患上任何符合下列定義之醫療狀況（**「合資格醫療病症」**），應受保人的要求，MediGuide International, LLC（"**MediGuide**"）或本公司不時指派之其他服務供應商將向受保人提供「第二醫療意見諮詢」服務。

為免存疑，合資格醫療病症指任何醫療狀況，惟以下之情況則除外：

a) 受保人之主診醫生並未就該醫療狀況作出正式的診斷；
b) 在受保人要求「第二醫療意見諮詢」服務前的 12 個月內，受保人之主診醫生並沒有就該醫療狀況作出評估；或
c) 根據 MediGuide 或本公司不時指派之其他服務供應商之意見，
   (i) 該醫療狀況屬急性及會危及性命；或
   (ii) 就該醫療狀況，受保人必須親身接受評估，例如精神病。

手續：受保人或其代表可於任何時間致電（852）8101-3682 以聯絡 MediGuide。

致電者需提供於保單資料頁內所列之保單號碼及受保人姓名以供 MediGuide 確認。受保資格一經確認後，MediGuide 將會提供「第二醫療意見諮詢」服務。

受保人所提供之所需文件、有關該受保人之醫療報告及資料將為 MediGuide 處理其要求之先決條件。當收取所有所需資料後，MediGuide 將建議 3 間全球頂尖之醫療中心以提供「第二醫療意見諮詢」服務，而受保人可從中選擇 1 間就診斷作出評估及提供最合適之治療建議。受保人所選擇之醫療中心將會在收取受保人提供之所需文件、醫療報告及資料後10個工作天內向受保人提供一份書面醫療報告。

**責任限制**

1. 所有就本「第二醫療意見諮詢」條款提供服務予受保人的服務供應商並非本公司的僱員、代理或員工，故其須以獨立身分承擔個別行為責任，而受保人就任何有關服務供應商所提供的服務對本公司並無任何追索權。
2. 本公司無須就上述服務供應商所提供的意見、服務或其行為、疏忽而導致的任何損失承擔責任。
3. 本公司無須就任何因天災或控制範圍以外的情況，包括但不限於任何行政、政治或政府阻撓、罷工、工業行動、暴動、內亂，或任何類型的政局不安（包括但不限於戰爭、恐怖主義、起義）、惡劣天氣或航班遭當地法律或監管機構禁止或延遲航行導致服務供應商未能或延遲向受保人提供「第二醫療意見諮詢」服務而承擔責任。
4. 任何受保人就使用「第二醫療意見諮詢」服務提出的要求乃屬自願。受保人必須自行負責所有因使用服務供應商建議的治療而招致的費用。服務供應商所建議的治療並不意味著或代表本公司同意賠償或承擔有關該治療的費用之責任。在任何情況下，本公司無須在「第二醫療意見諮詢」條款下就提供「第二醫療意見諮詢」服務而引致的任何直接、間接、特殊、附帶或衍生的損失、損害、成本、收費、費用或支出承擔責任。