Blue Cross 藍十字
An AIA Company 友邦保險成員公司

Employee Medical Care Plan
僱員醫療保障計劃

Terms and Conditions
條款及細則

Please read these terms and conditions carefully.
Should you have any queries, please contact us for assistance.
請詳細閱讀此條款及細則。如有任何查詢，請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.
藍十字（亞太）保險有限公司乃友邦保險控股有限公司之子公司，與Blue Cross and Blue Shield Association 及其任何關聯公司或持牌人並無任何關聯。

Blue Cross (Asia-Pacific) Insurance Limited 藍十字（亞太）保險有限公司
www.bluecross.com.hk

TERMS AND CONDITIONS FOR EMPLOYEE MEDICAL CARE PLAN

INSURING CLAUSE

The Policyholder and the Company agree that:

1. this Policy including 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 the 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 Effective Date as specified in the Schedule of Benefits 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 the Insured is aware of the content of the Policy and duly complies with the terms insofar as 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, Schedule of Benefits, Schedule of Insured or any endorsement attached to this Policy:

1. **"Accident"** shall mean a sudden and unforeseen event occurring entirely beyond the control of the Insured and caused by violent, external and visible means.
2. **"Age"** shall mean the age at the nearest birthday of an Insured on the Insured Effective Date or the date of Renewal.
3. **"Anaesthetist"** shall mean a Specialist in anaesthesiology.
4. **"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.
5. **"Benefits Provisions**" shall mean the terms and conditions under the Benefits Provisions section of these terms and conditions.
6. **"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; 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.
7. **"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 a body of equivalent standing in other jurisdictions ; and b) legally licensed and authorised for practising Chinese medicine where the treatment is provided to the Insured.
8. **"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, a body of equivalent standing in other jurisdictions ; and b) legally authorised for practising chiropractic where the treatment is provided to the Insured.
9. **"Company"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
10. **"Confinement"** or **"Confined"** shall mean an admission of an Insured to a Hospital for a stay as an Inpatient upon the recommendation of a Physician in writing.
11. **"Congenital Conditions"** shall mean any medical, physical or mental abnormalities existed at the time of birth, whether or not being manifested, diagnosed or known about at birth or any neo-natal abnormalities developed within 6 months of birth.
12. **"Country of Residence"** shall mean the country where an Insured primarily lives and works for a continuous period of over 90 days within 365 days preceding the date of Injury.
13. **"Credit Facilities Services"** shall mean the credit facilities services offered by the Company and more particularly set out in the Credit Facilities Services Provisions section of this Policy.
14. **"Day Case Procedure"** shall mean a Medically Necessary medical or surgical procedure which is performed by a Physician or a Surgeon in an outpatient facility. An outpatient facility may refer to a) a Physician's clinic; or b) a day case centre, a day procedure centre or an outpatient department or equivalent facility established and operated by a Hospital.
15. **"Dental Condition"** shall mean a dental condition marked by a pathological deviation from the normal sound dental and oral maxillofacial state.
16. **"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, a body of equivalent standing in other jurisdictions; and b) legally licensed and authorised for practising dentistry where the treatment is provided to the Insured.
17. "**Designated Mainland Hospital"** shall mean the Hospital as determined by the Company and specified in the list of "Designated Mainland Hospitals" on the Company's customer portal.
18. **"Dependant"** shall mean the Insured's spouse and Children.
19. **"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.
20. **"Disability"** shall mean a Sickness or Disease arising from a pathogenic cause, or an Injury, including any and all complications therefrom. Any subsequent Sickness, Disease or Injury arising after 90 days following the latest discharge from the Hospital, latest medical consultation

or laboratory test or completion of a course of Prescribed Medicines and Drugs (whichever is the latest) arising from the same pathogenic cause or Accident shall be considered as a new Disability.

21. **"Effective Date"** with respect to the Period of Insurance shall mean the date when the applicable benefits of this Policy take effect, which is specified as "Effective Date" in the Schedule of Benefits or any endorsement to this Policy.

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

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

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

25. **"Hospital"** shall mean an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as resident patients, and which:

    a) has facilities for diagnosis and major operations;
    b) provides 24 hours 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 similar establishment.

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

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

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

29. **"Insured"** shall mean any person who is insured under this Policy, and named as the "Insured" in the Schedule of Insured or the subsequent endorsement to this Policy.

30. **"Insured Effective Date"** shall mean the first day on which the Insured is covered by the Policy.

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

    a) require the expertise of a Chinese Medicine Practitioner, Chiropractor, Dentist, Registered Medical Practitioner, Physiotherapist or Specialist, as the case may be;
    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 the Insured, his family members, caretaker or attending practitioner; and
    d) be rendered in the most cost-efficient manner and setting appropriate in the circumstances.

32. **"Period of Insurance"** shall mean the period of time the Policy is in force, which is specified as "Period of Insurance" in the Schedule of Benefits or any subsequent endorsement to this Policy.

33. **"Physician"** or **"Registered Medical Practitioner"** 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, a body of equivalent standing in other jurisdictions and b) legally licensed and authorised to practise medicine and/or surgery of western medicine where the treatment is provided to the Insured.

34. **"Physiotherapist"** shall mean a person who is a) duly registered with the relevant board supervised by the Allied Health Professions Council pursuant to the Allied Health Professions Ordinance (Cap. 359 of the Laws of Hong Kong) or, a body of equivalent standing in other jurisdictions; and b) legally licensed and authorised for practising physiotherapy where the treatment is provided to the Insured.

35. "**Policy**" shall mean this "Employee Medical Care Plan" policy underwritten and issued by the Company, which refers to the entire contract between the Policyholder and the Company including but not limited to these terms and conditions, Application, declaration, Schedule of Benefits, Schedule of Insured, and any attachments or endorsements attached thereto, if applicable.

36. **"Policyholder"** shall mean the company, firm, institution, organisation or business entity which owns this Policy and is named as the "Policyholder" in the Schedule of Benefits or subsequent endorsement to this Policy.

37. **"Pre-existing Conditions"** shall mean any disability which presented signs or symptoms of which the Insured was aware or should reasonably have been aware or for which the Insured received medical or surgical care or treatment within 90 days immediately preceding the Insured Effective Date, unless the Insured has been covered under the Policy for not less than 365 days.

38. **"Prescribed Medicines and Drugs"** shall mean the western medicines and drugs which are a) prescribed by a Physician for the treatment of a covered Disability; and b) legally registered with the Drug Office of the Department of Health of Hong Kong or the equivalent regulatory authority in the jurisdiction outside Hong Kong where the western medicine and drugs are prescribed.

39. **"Private Room"** shall mean a room categorized as a private room by a Hospital. If the Hospital does not have any room categorization, or if no room is categorized as a private room, "Private Room" shall mean a basic single occupancy room with private lavatory and bathroom but without any of the following en-suite facilities: companion room, visitor's lavatory (in addition to the private lavatory as aforementioned), kitchen, dining room or sitting room. A "Private Room" shall exclude any "deluxe", "suite", "executive" room or any other room of a class higher than that described in this definition, irrespective of its label.

40. **"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 of similar standing in the locality where the charge is incurred for similar treatments, services or supplies to individuals with similar conditions, including the same sex and age, for a similar disease or injury, as reasonably determined by the Company in utmost good faith. The "Reasonable and Customary" charges shall not in any event exceed the actual charges incurred. 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;
    b) treatment or service fee statistics and surveys in the insurance or medical industry;
    c) the Company's internal or industry claim statistics;
    d) extent or level of benefit coverage; and/or
    e) other pertinent source of reference in the locality where the treatments, services or supplies are provided.

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

42. "**Schedule of Benefits**" shall mean a schedule of benefits attached to this Policy which sets out the benefits conditions and maximum benefits covered (as revised from time to time).

43. **"Schedule of Insured"** shall mean a schedule attached to this Policy which sets out the particulars of each Insured and his eligible benefits under this Policy.

44. **"Semi-private Room"** shall mean a room categorized as a semi-private room by a Hospital. If the Hospital does not have any room categorization, or if no room is categorized as a semi-private room, a "Semi-private Room" shall mean a basic single or double occupancy room with a bath/shower room shared by no more than two (2) patients admitted in the same Semi-private Room in the Hospital but excluding any Private Room or any "deluxe", "suite", "executive" room or any other room of a class higher than that described in this definition, irrespective of its label.

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

46. **"Specialist"** shall mean any Physician who is a) registered in the Specialist Register of the Medical Council of Hong Kong or, a body of equivalent standing in other jurisdictions ; and b) legally licensed and authorised for practising specialist care according to his qualified specialty where the treatment is provided to the Insured.

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

48. **"Ward"** shall mean a room being of a class lower than a Semi-private Room as categorized by a Hospital including a ward or a standard room. In case the Hospital does not have any room categorization, a "Ward" shall mean a room in a Hospital with more than two (2) patient beds (not including any companion bed) but excluding any Semi-private Room, any Private Room or any "deluxe", "suite", "executive" room or any other room of a class higher than that described in this definition, irrespective of its label.

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 specifically stated in any endorsement attached to this Policy, should any conflict arise in respect of any terms in this Policy and 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 English version is the official version of this Policy and the Chinese version is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version of the Policy shall apply and prevail.

Additions, Deletions or Changes of Insured

Subject to the conditions of this Policy, the Policyholder shall notify the Company any addition, deletion or changes of Insured within 30 days from the date of such addition, deletion or changes of Insured. The Company shall credit or debit the Policyholder for premium on a daily pro-rata basis from the date of such addition, deletion or changes of Insured.

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 30 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 the Policy; and c) all healthcare cards (if any) and coupons (if any) are returned to the Company. The premium will be refunded in accordance with the table below:

<table>
<tr><th colspan="2">Period covered from the Effective Date of the first Period of Insurance</th><th colspan="2">Premium to be refunded</th></tr>
<tr><td rowspan="4">Not exceeding</td><td>2 months</td><td>75%</td><td rowspan="4">of the annual premium</td></tr>
<tr><td>4 months</td><td>55%</td></tr>
<tr><td>6 months</td><td>35%</td></tr>
<tr><td>8 months</td><td>15%</td></tr>
<tr><td colspan="2">Over 8 months</td><td colspan="2">Nil</td></tr>
</table>

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

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

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 any 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 Policy period of that Insured. However, the Policy shall remain effective for the remainder of the Policy period in respect of other Insured(s).

Change of Corporate Details
During the Period of Insurance, the Policyholder shall give immediate notice to the Company in respect of any change of address, name or any other change of corporate details.

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 the 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, to effect such change of risk. The Policyholder shall pay the additional premium as required.

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

In respect of the Basic Hospital and Surgical Benefits under Section A and the Optional Supplementary Medical Benefits under Section B of the Benefits Provisions, if an Insured is afflicted with a Disability prior to the benefit upgrade, the Insured shall only be entitled to the benefit level in-force at the time when the Disability commences. However, if the benefit upgrade has been in force for 365 days when the Insured receives medical treatment for a Disability that precedes the benefit upgrade, the Insured shall be entitled to the benefit level after the benefit upgrade. Nevertheless, if the Insured is Confined in a Hospital at the time when the benefit upgrade first takes effect ("the Current Confinement"), the benefit upgrade will have no application to the Current Confinement and will only take effect after the Insured is discharged from the Current Confinement.

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 Schedule of Benefits 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.

Eligibility for Coverage
a) The coverage for all group members is non-contributory, meaning that eligible members of the group are not required to pay any part of the premium and 100% of eligible members of the group shall be covered by this Policy.

b) Insurance coverage of any member and his Dependant(s) shall be terminated at the same time when the member ceases to be covered by the Policy.

c) Members whose insurance coverage have been terminated and who re-apply for insurance coverage shall be considered as new members.

d) Each member shall become eligible for coverage under this Policy when written notification from the Policyholder has been received and approved by the Company. The actual coverage date shall be a date on which the member is actually performing his duties at work for the Policyholder on a full-time basis or on a part-time basis with at least 20 hours of work per week. However, for any member who is absent from work due to sickness or injury on the date on which he would become eligible for coverage, the actual coverage date shall be the date on which he returns to work.

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 or any other person claiming to be indemnified, and the truth of the contents of the Application, proposal and declaration shall be the 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 as an Insured under this Policy. No coverage shall be renewed for any Insured who is over the Age of 75 at the time of Renewal.

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 the Insured would not have satisfied the insurability requirements on the basis of the correct Age or sex, the Company has the right to declare the Policy void or refuse to provide cover for that Insured. If a claim has been paid in respect of the 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 subject 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 the Insured ;

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

Other Insurance or Sources
In the event that the 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 the Policy and shall not be bound to recognise any equitable or other interest of any other party in the Policy. The payment of any benefits hereunder to the Policyholder or Insured shall be deemed to be full and effective discharge of the Company's obligations under the 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 declared and agreed that notwithstanding anything to the contrary in this Policy:

(1) The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.

(2) Without prejudice to paragraph (1) above, this Policy shall not be deemed to provide cover and the Company 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 would expose the Company to any, or any risk of, sanction, prohibition, or restriction 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, or any other applicable economic or trade sanction laws or regulations.

Subrogation
The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured 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 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 an Insured against any Physician or 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 an Insured under the terms of this Policy.

Termination of Benefits
Unless renewed by the Company, the benefits under this Policy shall be terminated at the expiry of the Period of Insurance (00:00 hour). If an Insured is Confined in a Hospital for a Disability at the time before such termination, then the benefits under this Policy shall be terminated at the time when the Insured is discharged from the Hospital for that Disability or the Insured's benefits for that Disability have been exhausted, whichever is earlier.

Territorial Scope of Cover
All benefits described in this Policy are applicable worldwide except where otherwise stated.

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

PREMIUM PROVISIONS

Grace Period
The Company shall allow a grace period of 30 days after the premium due date for payment of each premium. The 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 is still unpaid at the expiration of the grace period, the Policy shall lapse as from the premium due date unless the Company otherwise agrees.

Payment of Premiums
The amount of premium payable is specified in the debit note or billing issued by the Company. 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 Effective Date as shown in the Schedule of Benefits.

RENEWAL PROVISIONS

Renewal
At the expiry of this Policy, subject to (i) the right of the Company to terminate the Policy as provided herein and (ii) the consent of the Company, this Policy may be renewed for another Period of Insurance 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.

Revision of Benefit Structure
The Company reserves the right to revise the benefit structure

under this Policy. The Company shall give the Policyholder a written notice 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 the 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 dispute resolution 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.

Dispute Resolution

The Company and the Policyholder hereby agree to irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong in respect of any dispute or difference arising out of or in connection with this Policy.

Claim Procedures

Within 90 days after clinical visit or discharge from the Hospital, any related claim for Eligible Expenses incurred must be notified and submitted to the Company using the prescribed form or, if applicable, via the e-claim platform at the Company's or the "Blue Cross HK" mobile application, together with all necessary original documents. Failure to give notice or submit a claim, including all required medical and other information, within the specified time period will result in rejection of such claim.

The Company may, for the purpose of assessing any claim, require the Insured to provide further information, certificates, evidence, medical reports, data or other materials as the Company may reasonably require and/or request the Insured to obtain a second medical opinion from or undergo an assessment by Physician(s) and/ or other healthcare professional(s) as designated by the Company. The Company shall not be liable for any claim if the required information, documents and/or assessments are not received or completed 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 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 dispute resolution shall be commenced within the first 60 days from the date when all proof of claims as required by the 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 the Insured pursuant to (i) Section A – Basic Hospital and Surgical Benefits (Items 1-15); (ii) Section B – Optional Supplementary Medical Benefits (only applicable to the benefit items as specified in the Schedule of Benefits); (iii) Section C – Optional Outpatient Benefits (Items 1-7) and (iv) Section D – Optional Dental Benefits (Items 1-2) are subject to the maximum benefit limits, deductible (if applicable), reimbursement percentage and benefits conditions applicable to the selected benefit level and level code as stated in the Schedule of Benefits, as well as the terms and conditions and exclusions of the Policy. For sections or items indicated with an asterisk (*), benefits in such sections or items are available only if the Policyholder or Insured has opted for those benefits under this Policy.

A. Basic Hospital and Surgical Benefits

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

1. **Room and Board** – Hospital room charges including meals incurred by an Insured.
2. **Miscellaneous Hospital Charges** – Hospital charges incurred by an Insured as an Inpatient for receiving treatment of a Disability and include, without limitation, the following as well as charges for items l, p & q below incurred by the Insured as an outpatient:
   a) road ambulance service to and/or from the Hospital;
   b) anaesthetic and oxygen administration;
   c) blood transfusion, except charges for blood and blood plasma;
   d) dressing and plaster casts;
   e) Prescribed Medicines and Drugs consumed and general nursing services rendered during Confinement;
   f) medical and surgical appliances, implants and devices except artificial limbs and prosthetic devices;
   g) medical and surgical disposables and consumables used in a ward;
   h) radiology films, imaging and X-ray and their interpretation;
   i) intravenous infusions including IV fluids or other medication;
   j) laboratory examinations for diagnostic purposes;
   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) rental of walking aids and wheelchair during

Confinement;

n) Anaesthetist's fees and operating theatre charges (if these benefits are not separately listed in the Schedule of Benefits), and charges incurred for the consumables and equipment used during the surgical procedure or operation;

o) physiotherapy performed during Confinement for the treatment of an Disability, provided that such physiotherapy is not for rehabilitation purposes.

p) active treatment in respect of chemotherapy, radiotherapy, targeted therapy, immunotherapy, hormonal therapy, cyberknife or gamma knife for cancer treatment upon the written recommendation of the attending Physician; and

q) regular haemodialysis or peritoneal dialysis for the treatment of chronic and irreversible kidney failure upon the written recommendation of the attending Physician.

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

   The Surgeon's fees shall be paid subject to the maximum benefit limits specified in the Schedule of Benefits with reference to the relevant surgical category and percentage payable for such operation under the surgical schedule. If an operation performed is not included in the surgical schedule, the Company reserves the right to determine its surgical category with reference to the gazette issued by the Hong Kong Government, relative value units or any other relevant publication or information such as the schedule of fees recognized by the local government, relevant authorities and medical association.

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

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

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

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

7. **Specialist's Fees** – Charges for Specialist consultation during Confinement incurred upon the written recommendation of the attending Physician.

8. **Charges for Intensive Care** – Room and board charges for the period during which the Insured is under intensive care.

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

10. **Top-up Overseas Accidental Medical Expenses Benefits** – If an Insured sustains an Injury and is Confined in a Hospital while travelling outside his Country of Residence, the maximum benefit limits payable under item 1 to item 9 in Section A of the Benefits Provisions as specified in the Schedule of Benefits will increase by the percentage set out in the Schedule of Benefits. This top-up benefit shall not apply to any Injury occurred and Confinement which took place within the People's Republic of China including Hong Kong and the Macao Special Administrative Region.

11. **Daily Hospital Cash Allowance (For Confinement in 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 the Insured is Confined in the general ward of an Eligible Public Hospital.

12. **Outpatient Surgery Cash Allowance** – In addition to the Surgeon's fees payable under item 3 in Section A of the Benefits Provisions, the Company shall pay a cash allowance in the amount specified in the Schedule of Benefits if the Insured undergoes any of the Day Case Procedures specified under the Schedule of Benefits.

13. **Second Claim Incentive** – The Company shall pay this benefit in the amount as specified in the Schedule of Benefits and up to the maximum period as specified in the Schedule of Benefits if (i) the Insured is Confined in a Hospital as an Inpatient, and (ii) the Insured is covered by another insurance company which is the first payer of the medical benefits, regardless of whether the Insured is covered by an individual or group policy.

14. **Designated Mainland Hospitals Surgical Cash Allowance** - The Company shall pay a cash benefit per Confinement in the amount specified in the Schedule of Benefits provided that the Insured is Confined in a Designated Mainland Hospital and receives surgical procedure during the same Confinement with Eligible Expenses incurred.

15. **Psychiatric Treatments**

    a) Subject to sub-clauses (b) and (c) below, this benefit shall be payable for the Eligible Expenses charged on the psychiatric treatments received by an Insured upon the written recommendation of the attending Physician during the Insured's Confinement in Hong Kong.

    b) Where an Insured's Confinement is not solely for the purpose of receiving psychiatric treatments, this benefit shall only be payable for the Eligible Expenses charged on the medical services related to the psychiatric treatments.

    c) Where the Eligible Expenses involve both psychiatric and non-psychiatric treatments and clear apportionment of the expenses is not possible, the

Eligible Expenses in entirety shall be payable under this benefit if the initial purpose of the Confinement is for receiving psychiatric treatments. If the initial purpose of the Confinement is not for receiving psychiatric treatments, the Eligible Expenses in entirety shall be payable under item 1 to item 9 in Section A of the Benefits Provisions.

d) This benefit shall be payable in lieu of other benefit items under item 1 to item 9 in Section A of the Benefits Provisions.

Note: For items 1, 6, 8, 9, 11, 13 and 15 in Section A of the Benefits Provisions above, the maximum benefit limits specified in the Schedule of Benefits are limited on a daily basis. For item 14 in Section A of the Benefits Provisions, the maximum benefit limits specified in the Schedule of Benefits is limited to per Confinement basis, irrespective of whether an Insured is suffering from one or multiple Disabilities.

B. Optional Supplementary Medical Benefits*

In the event that the medical expenses incurred by the Insured for the benefit items as specified in the Schedule of Benefits which are applicable to this Section exceed the maximum benefit limits applicable to the corresponding benefit item(s) as specified in the Schedule of Benefits for Section A of the Benefits Provisions, the Company shall reimburse the Eligible Expenses in excess of the benefits payable under such corresponding benefit item(s) of Section A of the Benefits Provisions. The total benefits amount reimbursed for each Disability under this Section is subject to the overall maximum limit per Disability, deductible (if applicable), reimbursement percentage and benefits conditions as specified in the Schedule of Benefits.

The benefits payable under this Section are calculated according to the formula set out below:
[Claim Amount# – deductible (if applicable)] x Reimbursement percentage

"Claim Amount" shall mean the Eligible Expenses in excess of the benefits payable under the corresponding benefit item(s) of Section A of the Benefits Provisions.

If the Insured is Confined in a room of a class higher than his entitled level of accommodation, the reimbursement percentage applied in the above formula will be replaced by the applicable adjustment factors set out below:

Adjustment Factors

Entitled Level of Accommodation	Actual Level of Accommodation	Reimbursement Percentage (Adjustment Factor)
Ward	Semi-Private	50%
Ward	Private	25%
Ward	Deluxe	12.5%
Semi-Private	Private	50%
Semi-Private	Deluxe	25%
Private	Deluxe	50%

The above adjustment factors only apply to the Optional Supplementary Medical Benefits as set out in the Schedule of Benefits.

C. Optional Outpatient Benefits*

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

1. **General Practitioner's Consultation** – Eligible Expenses for the consultation rendered by a Registered Medical Practitioner and Eligible Expenses for medicine.
2. **Chinese Medicine Practitioner Treatment** – Eligible Expenses for the consultation rendered by a Chinese Medicine Practitioner for Chinese medicine treatment, including general practice, bone-setting and acupuncture, and Eligible Expenses for medicine.
3. **Specialist's Consultation** – Eligible Expenses for the consultation rendered by a Specialist and Eligible Expenses for medicine.
4. **Diagnostic X-rays and Laboratory Tests** – Eligible Expenses for X-rays; ultrasounds; electrocardiogram and laboratory tests for diagnostic purposes upon the written recommendation of a Registered Medical Practitioner.
5. **Physiotherapy and Chiropractic Services** – Eligible Expenses for the services rendered by a Physiotherapist or a Chiropractor.
6. **Prescribed Medicines and Drugs** – Eligible Expenses for Prescribed Medicines and Drugs purchased from a registered pharmacy, other than the clinic or Hospital where the medical consultation of the Insured takes place, upon the written prescription of a Physician.
7. **Vaccination or Routine Checkup** – Charges for vaccination received by the Insured or routine checkup of the Insured.

D. Optional Dental Benefits*

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

2. **Dental Treatments –** If during the Period of Insurance, an Insured, as a result of a Dental Condition or an Injury, receives any of the following treatments or services performed by a Dentist in an approved dental facility, Eligible Expenses in respect of the following shall be payable by the Company:

   a) X-rays examination required prior to performance of dental services;

   b) necessary medication for dental treatments as prescribed by a Dentist;

   c) abscesses;

   d) fillings;

   e) extractions;

   f) pins for cusp restoration;

   g) dentures (as a result of an Accident only);

   h) crowns and bridges (as a result of an Accident only); and

   i) palliation of acute dental pain.

CREDIT FACILITIES SERVICES PROVISIONS

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

The usage of the Credit Facilities Services should be at all times subject to the terms and conditions for using the Credit Facilities Services prescribed by the Company. Such terms and conditions shall form a part of the Policy and the Company may amend the terms from time to time. For an updated version of such terms and conditions, please refer to http://bluecross.com.hk/document/tnc/creditfacilitiesservice.

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 the Policy or any expenses exceeding the benefit limit, which have been charged to the Credit Facilities Services. The Policyholder and the Insured agree 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.

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.

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 any Credit Facilities Services anytime by giving a written notice. All matters and disputes in relation to Credit Facilities Services will be subject to the final decision of the Company.

EXCLUSION

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

1. Where any loss, costs or expenses is recoverable under any law, medical program, or other insurance policy provided by any government, company, other insurers or any other third party.
2. Treatment or test which is not Medically Necessary; or purchase of drugs which are not prescribed by a Registered Medical Practitioner.
3. Confinement solely for the purpose of general checkup, rehabilitation, rest cures, sanitaria care or allied health service, including but not limited to physiotherapy, occupational therapy and speech therapy.
4. Treatment related to Congenital Conditions (except Hernias, Strabismus and Phimosis) or Developmental Conditions or disease of similar kind.
5. Pre-existing Conditions.
6. Expenses directly or indirectly arising from Human Immunodeficiency Virus ("HIV") and its related Disability, including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivation or variations thereof, consequential upon an HIV infection occurring before the Insured Effective Date. For the purposes of this exclusion, any HIV related Disability emerging within 5 years after the Insured Effective Date will be conclusively presumed to proceed from an HIV infection occurring prior to the Insured Effective Date.
7. Treatment or Disability directly or indirectly arising from or consequent upon:

   the abuse of drugs or alcohol, self-inflicted injuries or attempted suicide, illegal activity, or driving or maneuvering machines whilst exceeding the prescribed alcohol and drug limit, or venereal and sexually transmitted disease or its sequelae.
8. Any charges in respect of services for beautification or cosmetic purposes; except as otherwise provided in item 7 in Section C (Vaccination or Routine Checkup) of the Benefits Provisions, expenses in relation to but not limited to hearing tests, routine and/or screening blood tests, general check-ups, vaccinations or inoculations, prophylaxis treatment, Hair Mineral Analysis (HMA), bird's nest, lingzhi, ginseng and other specialised Chinese tonic medicine, 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, visual tests, fitting of spectacles or lens and any related operational procedures and services.
9. Except as otherwise provided in Section D (Optional Dental Benefits) of the Benefits Provisions, dental treatment and oral surgery (except emergency treatment and surgery arising from an Accident received by the Insured during Confinement); follow up dental treatment or oral surgery after Inpatient stay or at outpatient dental facility.
10. Investigation, treatment, surgical procedure and counselling service relating to maternity conditions and its complications, including diagnostic tests for pregnancy or resulting childbirth, abortion or miscarriage; birth control or reversal of birth control; sterilisation or sex reassignment of either sex; infertility including in-vitro fertilisation or any other artificial method of inducing pregnancy ; and sexual dysfunction including but not limited to impotence, erectile dysfunction, pre-mature ejaculation regardless of cause.
11. Purchase of artificial limbs, body organs and prosthetic devices including those prosthetic devices that are surgically implanted. Purchase or rental of durable medical equipment or appliances including but not limited to wheelchairs, beds and furniture, airway pressure machines and masks, portable oxygen and oxygen therapy devices, dialysis machines, exercise equipment, spectacles, hearing aids, special braces, walking aids, air purifiers or conditioners and heat appliances for home use.
12. Outpatient Treatment directly or indirectly arising from any psychotic, psychological, or psychiatric conditions and any physiological or psychosomatic manifestations thereof.
13. Alternative treatment including but not limited to 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 Disability 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. Chinese Medicine Practitioner, Chiropractor, Dentist, Physician, Registered Medical Practitioner, Physiotherapist and Specialist shall not be 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.

僱員醫療保障計劃條款及細則

保險條款

保單持有人與本公司均同意：

1. 本保單包括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，本保單將於保障利益表內所列之生效日期起生效；及
5. 保單持有人須確保受保人知悉本保單之內容並恰當地遵從與其相關之條款。

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. **「年齡」**指受保人於最接近受保人生效日期或續保日的生日當天之年齡。
3. **「麻醉科醫生」**指麻醉科專科醫生。
4. **「投保申請文件」**指向本公司遞交本保單的申請，包括但不限於投保申請表格、投保資格證明書、任何向本公司提交的文件或資料，及任何就該等申請作出的陳述和聲明。
5. **「保障利益條款」**指列於本條款及細則內文之保障利益條款下的條款及細則。
6. **「兒童」**指
   a) 年齡已滿 12 天；
   b) 從未結婚；
   c) 在經濟上依賴受保人；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。
7. **「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其他地區，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持牌及獲合法授權作中醫執業的人士。
8. **「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其他地區，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脊醫身分執業的人士。
9. **「本公司」**指藍十字（亞太）保險有限公司。
10. **「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。
11. **「先天性疾患」**指任何於出生時即已存在的醫學、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，或任何於出生後 6 個月內出現的新生嬰兒異常。
12. **「居住國」**指受保人於主要居住及工作之國家，並在其受傷日前 365 天內在該國連續逗留超過 90 天。
13. **「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部分內之免付賬醫療服務。
14. **「日症手術」**指於門診設施由醫生或外科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、日間醫療中心、門診部或相等之門診設施。
15. **「牙科狀況」**指正常健康的牙科及口腔頷面狀態因受到病理偏差的影響而出現的牙科狀況。
16. **「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其他地區，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持牌及獲合法授權從事牙科執業的人士。
17. **「指定內地醫院」** 指由本公司指定，並載列於本公司客戶平台的《指定內地醫院名單》內的醫院。
18. **「家屬」**指受保人的配偶和子女。
19. **「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、遲緩或損傷的發育障礙。
20. **「傷病」**指由同一致病原因引致的不適、疾病或受傷，包括由此而引發的一切併發症。於最近一次出院或最近一次就該傷病接受診症或化驗測試，或完成處方藥物療程後（以最遲者為準）的 90 天後由同一致病原因或意外引致的任何傷病將視為新的傷病。
21. **「生效日期」**指就受保期而言，適用於本保單之保障利益的生效日期。「生效日期」載明於保障利益表或本保單之任何批註。
22. **「符合索償資格的費用」**指因醫療必要治療傷病或牙科狀況（如適用）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。
23. **「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。
24. **「香港」**指中華人民共和國香港特別行政區。
25. **「醫院」**指正式註冊成立作為醫院，提供住院服務以護理及治療傷病人士的機構，同時：
    a) 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。
26. **「直屬家庭成員」**指某人士之配偶、子女、父母、配偶的父母、兄弟姊妹、祖父母、孫或法定監護人。

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

28. **「住院病人」**指任何受保人 a）因不適、疾病或受傷所需，於醫院登記為佔用病床之病人以接受醫療必要之治療，而該治療不能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。
29. **「受保人」**指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。
30. **「受保人生效日期」**指受保人開始受本保單保障之首日。
31. **「醫療必要」**指需要就傷病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) 需要中醫師、脊醫、牙醫、醫生、物理治療師或專科醫生

（按情況而定）的專業知識；

b) 與診斷一致，並對傷病治療而言屬必需；

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、護理人員或主診醫務人員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備提供。

32. **「受保期」**指本保單生效的期間。「受保期」載明於保障利益表或隨後附加於本保單的批註。

33. **「註冊醫生」**或**「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其他地區，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持牌及獲合法授權從事西方醫學的內科及 / 或外科執業的人士。

34. **「物理治療師」**指任何 a）根據《專職醫療業條例》（香港法例第 359 章）於專職醫療業管理局轄下的相關委員會妥善註冊或如涉及其他地區，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物理治療師身分執業的人士。

35. **「保單」**指本公司承保及簽發的「僱員醫療保障計劃」保單，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、保障利益表、受保人附錄及其附載的任何附件或批註，如適用。

36. **「保單持有人」**指持有本保單的擁有權並於保障利益表或隨後附加於本保單的批註內列為保單持有人的公司、企業、機構、組織或商業實體。

37. **「已存在的狀況」**指受保人已知悉或按合理情況下應知悉已出現病徵或症狀的傷病，或在適用於受保人生效日期前 90 天內曾接受醫療或手術護理或治療的任何傷病，該定義在受保人已受保於本保單不少於 365 天後釋除。

38. **「處方藥物」**指符合以下條件的西藥: a) 由醫生處方用於治療傷病；及 b）已於香港衛生署藥物辦公室或香港以外地區處方西藥之等同監管機構合法註冊。

39. **「私家房」**指一間在醫院列為私家房的病房。如醫院沒有列明病房分類，「私家房」是指在醫院內連獨立洗手間及浴室的標準單人住房，惟不得設有任何以下之配套設施：客房、訪客洗手間（除前述之獨立洗手間外）、廚房、飯廳或客廳。「私家房」並不包括任何「豪華房」、「套房」、「行政房」或任何其他較此定義描述的更高級別的病房（不管其級別是如何被標籤）。

40. **「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，為針對類似疾病或損傷（包括同一性別和年齡）的人士提供的相類似的治療、服務或物料所收取的收費水平，並由本公司合理及絕對真誠地決定。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) 由香港政府發佈之憲報；

b) 由保險或醫學業界進行的治療或服務費用統計及調查；

c) 本公司內部或業界的索償數據；

d) 保障程度或水平；及 / 或

e) 於提供治療、服務或物料當地之其他相關參考資料。

41. **「續保」**指就本保單而言，緊接保單屆滿時立即續期。

42. **「保障利益表」**指一份附載於本保單的保障利益表，當中載列了保障利益的條件及其最高保障額（將不時修訂）。

43. **「受保人附錄」**指一份附載於本保單的附錄，當中載列了受保人資料及其合資格的保障。

44. **「半私家房」**指一間在醫院列為半私家房的病房。如醫院沒有列明病房分類，或如沒有病房被分類為「半私家房」，「半私家房」是指在醫院內標準單人或雙人住房，並設有浴室 / 淋浴間以供不多於兩(2)名入住同一間半私家房的病人共用，但不包括任何私家房或任何「豪華房」、「套房」、「行政房」或任何其他較此定義描述的更高級別的病房（不管其級別是如何被標籤）。

45. **「不適」**或**「疾病」**指正常健康狀態因受到病理偏差的影響而出現的生理及醫療狀況。

46. **「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其他地區，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持牌及獲合法授權以其專科資格從事專科護理的醫生。

47. **「外科醫生」**指合資格進行外科程序或手術的專科醫生。

48. **「普通房」**指一間低於半私家房級別的病房，包括被醫院歸類為普通房或標準房的病房。如醫院沒有列明病房分類，或如沒有病房被分類為「普通房」，「普通房」是指在醫院內設多於兩(2)張病床的房間 (不包括住院陪床)，但不包括任何半私家房、任何私家房或任何「豪華房」、「套房」、「行政房」或任何其他較此定義描述的更高級別的病房（不管其級別是如何被標籤）。

一般條件

合約詮釋

a) 在本保單中，單數詞包括複數含義，反之亦然；表示單一性別的詞包含所有性別。

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特別列明，若本保單的任何條款與本公司其他文件出現任何抵觸，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) 本保單的正式文本為英文版本，中文版本僅作參考。英文版本與中文版本之間如有任何歧異，均以英文版本為準。

受保人之增加、減少或變動

根據本保單的條款，保單持有人應就任何受保人之增加、減少或變動於該增加、減少或變動當日起計 30 天內通知本公司，而本公司應向保單持有人就該增加、減少或變動當日起計按照每日比例收取或退回有關保費。

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 30 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）已向本公司退還所有醫療卡（如有）及優惠券（如有），保單持有人可獲無息退還部分已繳保費。獲退還之保費金額將按照下表計算：

保單生效期（由首個受保期之生效日期起計）		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。

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保單期間的保費。然而，就本保單之其他受保人而言，本保單於餘下之保單期間仍然繼續生效。

公司詳情變動
保單持有人在受保期內，必須就其地址、名稱或其他有關公司詳情的變動即時通知本公司。

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作保費調整（不論就過去或未來受風險變動而影響之保費），而保單持有人必須繳付任何所須的額外保費。

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

就保障利益條款 A 部分基本住院及手術保障及 B 部分附加額外醫療保障而言，若受保人於提升保障前已患上任何一種傷病，受保人就該傷病可獲得的保障應以受保人開始患上該傷病時所生效之保障級別為準。在保障獲提升 365 天後，如受保人需就保障提升前已患上的傷病接受治療，受保人可享有提升後之保障級別。然而，若受保人於保障提升生效當天仍然住院（「當前之住院」），保障提升將不適用於當前之住院，並只會在受保人出院後才正式生效。

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
本公司將按照保障利益表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經參考現行的市場匯率後全權釐定。

保障資格

a) 僱主會負責支付所有團體成員之保障費用，即代表團體內之所有合資格成員不需要支付任何部分之保費，而團體內之所有（即 100%）合資格成員將受保於本保單之下。
b) 任何成員於本保單的保障終止時，其任何家屬於本保單的保障將會同時終止。
c) 於保障終止後，再次申請保障者將被視為新成員。
d) 當本公司接獲並審批由保單持有人發出的書面通知後，所有成員均可享有本保單的保障。個別成員在其符合受保資格當日必須以全職或每週工作最少 20 小時的兼職性質為保單持有人履行其工作職務。然而，任何成員如在符合受保資格當日因生病或受傷而缺勤，其保障將於該成員重返其工作職務當日才生效。

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條件；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。

最高及最低年齡界限
本保單合資格投保的受保人年齡需介乎 12 天至 70 歲（包括首尾兩個年齡）。任何在保單續保時年齡在 75 歲以上之受保人將不會獲得續保。

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，本公司有權宣告保單為無效或拒絕提供保障予該受保人。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陳述或聲明中不正確地陳述或遺漏陳述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。

向本公司呈報
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保單的絕對權益人，及本公司並無責任確認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，特此聲明並同意:

(1) 如果保單持有人、受保人或其他與本保單有關的任何個人或實體令本公司面臨受到或即將受到根據聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制的風險或（本公司認為）可能令本公司面臨受到或即將受到任何前述的制裁、禁制或限制的風險，則本公司可在發出由本公司決定的書面通知時或後隨時終止本保單（無論是否自本保單生效日起計）。此後，本公司無需再與保單持有人及/或受保人及/或其他與本保單有關的任何個人或實體進行任何業務往來，包括但不限於根據本保單支付或收取任何款項。

(2) 在不影響上文第(1)段的前提下，如果提供保險、支付賠償或提供保障令本公司面臨受到聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制，或令本公司面臨受到任何前述的制裁、禁制或限制的風險，則本保單不應被視為提供保險，而本公司亦無責任支付任何賠償或提供任何保障。

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醫生或醫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。

保障終結
除非獲本公司續保， 否則本保單的保障將於受保期到期（00:00）時終結。若受保人在保單終結時仍因傷病留院，則本保單之保障將延至受保人因該傷病康復出院或該傷病的保障額已經用完時終結，以較早者為準。

承保區域範圍
若無特別聲明，本保單提述的所有保障適用於全球。

寬免
任何一方寬免任何其他一方，允許其違反於此任何條款，不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（除非已清付保費）。若在寬限期屆滿後仍未繳付保費，除非與本公司另有協議，否則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本公司發出之繳款通知書或賬單內。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、續保日及保單年期均由本公司參照保障利益表內所載之生效日期而釐定。

續保條款

保單續保
在(i)本公司有權根據本保單的規定終止本保單及(ii)本公司同意的情況下，保單持有人可以於保單期屆滿時，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續保至下一個受保期。

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。本公司應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爭議解決程序，則該項索償就各方面而言將被視作為已放棄且不得提出索償。

爭議解決
凡因本保單所引起的或與之相關的任何爭議或分歧，本公司與保單持有人在此同意不可撤銷地服從香港法院的專有司法管轄權。

索償程序
就申請任何有關符合索償資格的費用的索償，必須於接受門診或出院後 90 天內向本公司作出通知及提交指定表格，或如適用，經本公司網頁或「Blue Cross HK」手機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，包括所有所需醫療及其他資料，將導致有關索償遭拒絕。

本公司可就評估索償用途，合理要求受保人額外提交資料、證書、證據、醫療報告、數據或本公司合理要求之其他資料，及/或要求受保人取得由本公司指定的醫生及/或醫療專業人士提供之第二醫療意見或接受評估。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或文件及/或所要求的評估仍未完成，本公司將不承擔任何賠償的責任。

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爭議解決程序。

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 – 基本住院及手術保障（第 1 至 15項）；（ii）B 部分 – 附加額外醫療保障（只適用於保障利益表內所載列之保障項目）；（iii）C 部分 – 附加門診保障（第 1 至 7 項）；及（iv）D 部分 – 附加牙科保障（第 1 至 2 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保障級別及保障級別代碼之最高賠償額、自付額（如適用）、賠償百分比及保障條件，及本保單的條款、細則及不保事項所限制。就註有星號（*）的部分或項目而言，該等部分或項目的保障利益僅適用於已選擇該保障利益的保單持有人或受保人。

A. 基本住院及手術保障

若於受保期內，受保人因傷病而留院或需於診所、日間醫療中心或醫院門診部接受門診或日症治療（按情況而定），本公司將根據以下所列支付符合索償資格的費用：

1. **病房費用** – 醫院房間費用包括受保人的膳食費用。
2. **醫院雜項費用** – 指受保人為住院病人期間，因傷病接受治療而招致的醫院費用，而該等費用包括（但不限於）以下各項（就下列 l、p 及 q 項而言，受保人以門診病人身分招致之費用亦包括在內）：
   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) 住院期間使用的處方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，不包括義肢及矯型裝置；
   g) 在病房使用的醫療及外科即棄用品及消耗品；
   h) 放射影像、造影和 X 光，及其分析；
   i) 靜脈注射，包括IV 注射液或其他藥物；
   j) 以診斷為目的之化驗；
   k) 放射性同位素、放射治療及相關測試；
   l) 電腦掃瞄、磁力共振造影及正電子掃瞄；
   m) 於住院期間租用輔助步行器具及輪椅；
   n) 麻醉醫生費用及手術室費用（倘該等保障利益並無另外列於保障利益表內），及於接受外科程序或手術期間使用的消耗品及儀器用具所招致之費用；
   o) 因治療某傷病而於住院期間進行之物理治療，惟該物理治療並非以復康為目的；
   p) 經主診註冊醫生書面建議下接受屬積極治療的化學治療、放射治療、標靶治療、免疫治療、荷爾蒙治療、數碼導航刀或伽碼刀以治療癌症；及
   q) 經主診註冊醫生書面建議下，因慢性和不可復原之腎功能衰竭接受血液透析治療或腹膜透析治療。
3. **外科醫生費用** – 若受保人按其主診醫生書面建議，於住院期間接受由醫生或外科醫生進行之外科程序或手術，或接受日症手術，本公司將賠償該外科程序或手術所招致之相關費用。

   外科醫生費用將受限於保障利益表內有關外科手術所列的最高保障限額，並參照外科手術表內所屬之手術類別及百分比支付。若所進行的手術並不載列於該外科手術表內，本公司保留參照由香港政府發佈之憲報、或任何由本地政府、有關當局及醫學協會認可之相對價值單位或其他刊物或資料（如收費表）以釐定該外科手術所屬之手術類別的權利。
4. **麻醉科醫生費用** – 如本公司須就保障利益條款A 部分第3 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相關費用。
5. **手術室費用** – 如本公司須就保障利益條款A 部分第 3 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）所招致之相關的費用。
6. **醫生巡房費用** – 受保人之主診醫生於受保人住院時或接受日症手術後（按情況而定）進行巡房而每日收取的費用，或受保人之主診醫生於受保人接受日症手術當日提供之診所診症的費用；及該主診醫生就受保人住院或接受日症手術而向其提供專業服務（包括但不限於救護車的醫療護送，醫療監察及報告解讀）所收取的費用。

   就所有住院或日症手術而言，有關保障亦包括住院或手術前的一次診所診症之費用（包括藥物及敷料）及出院或完成日症手術後 6 星期內的所有必需的覆診費用（包括藥物及敷料），惟有關診症必須與引致該次住院、外科程序或手術之診斷結果有直接關係，而提供診症的醫生必須為其主診醫生或與其主診醫生駐診於同一診所。
7. **專科醫生費用** – 由主診醫生以書面建議於留院期間招致的專科醫生診症費用。
8. **深切治療費用** – 受保人於接受深切治療期間的病房費用。
9. **註冊私家看護費用** – 受保人為住院病人期間或出院後於其住所中接受獲主診醫生書面建議之護理服務所產生的費用。
10. **海外意外增值醫療保障** – 若受保人於其居住國以外之任何國家受傷並需於當地住院，載列於保障利益條款之A 部分第 1 至 9 項的最高賠償額將會按保障利益表內所列之百分比增加。

    如受保人在中華人民共和國（包括香港及澳門特別行政區）受傷及住院，此增值保障將不適用。
11. **每天住院現金津貼（僅適用於合格公立醫院普通房留院）** – 若受保人於合格公立醫院的普通房留院治療，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。
12. **門診手術現金津貼** – 除了保障利益條款A 部分第 3 項之外科醫生費用外，若受保人所接受的日症手術為任何載列於保障利益表中所訂明之手術，本公司將會按保障利益表所列之金額支付一筆現金津貼。
13. **第二索償津貼** – 若 (i)受保人以住院病人身分入住醫院；及(ii)受保人同時受保於另一間保險公司（不論受保人是受保於個人或團體保單內），而該保險公司為醫療保障的第一賠付方，本公司將根據保障利益表列明的金額及最高賠償日數支付賠償。
14. **指定內地醫院外科手術現金津貼** – 若受保人於指定內地醫院留院，並於該次住院期間接受外科手術而招致符合索償資格的費用，本公司將根據保障利益表列明的金額就每次留院支付外科手術現金津貼。
15. **精神科治療**
    a) 在符合下列 b 及 c 項的情況下，本保障將賠償受保人在主診醫生書面建議下，在香港住院期間接受精神科治療所招致的符合索償資格的費用。
    b) 若受保人並非純粹為接受精神科治療住院，則本保障只會賠償與精神科治療相關醫療服務的符合索償資格的費用。
    c) 在符合索償資格的費用同時涉及精神科治療與非精神科治療但未能明確分攤費用的情況下，如精神科治療為最初導致住院的原因，有關符合索償資格的費用會全數由本保障賠償。如精神科治療並非最初導致住院的原因，

則有關符合索償資格的費用會全數由以上保障利益條款A部分第 1至9分項的保障項目賠償。

d) 本保障取代保障利益條款A部分第1至9分項的保障項目賠償。

注意： 就上述保障利益條款內A部分第1、6、8、9、11、 13及15項之項目，載列於保障利益表內之最高賠償額僅限於以每天作為基礎計算；而就上述保障利益條款內A部分第14項而言，載列於保障利益表內之最高賠償額僅限於以每次留院作為基礎計算；在上述各情況下，均不論受保人患有一種或多於一種傷病。

B. 附加額外醫療保障*

若受保人就於保障利益表內所載列適用於本部分的保障項目所招致之醫療費用超出保障利益表內就上述保障利益條款 A 部分所載列之適用於相應的保障項目的最高賠償額，本公司將就該相應的保障項目賠償超出保障利益條款 A 部分所支付的保障之符合索償資格的費用。本部分就同一傷病所作出的賠償總額將受限於載列於保障利益表內之每宗傷病綜合最高賠償總額、自付額（如適用）、賠償百分比及保障條件。

本部分應付之賠償金額將根據以下之公式計算：

[索償金額# – 自付額（如適用）] x 賠償百分比

#「索償金額」指超出保障利益條款第 A 部分就相應的保障項目所支付的保障之符合索償資格的費用。

若受保人住院之病房級別高於其可享用的級別，上述公式內之賠償百分比將由下表中適用之調整系數所取代：

調整系數

可享有的病房級別	實際入住的病房級別	賠償百分比（調整系數）
普通房	半私家房	50%
普通房	私家房	25%
普通房	豪華房	12.5%
半私家房	私家房	50%
半私家房	豪華房	25%
私家房	豪華房	50%

以上之調整系數只適用於保障利益表所列之附加額外醫療保障。

C. 附加門診保障*

若於受保期內，受保人因傷病而需於診所 / 醫院門診部接受門診或日症治療，本公司將支付下列之保障：

1. **普通科醫生診症** – 由註冊醫生進行的診症及藥物所招致之符合索償資格的費用。
2. **中醫治療** – 由中醫師因進行中醫治療而提供的診症（包括全科、跌打及針灸）及藥物所招致之符合索償資格的費用。
3. **專科醫生診症** – 由專科醫生進行的診症及藥物所招致之符合索償資格的費用。
4. **X 光診斷及化驗** – 由註冊醫生以書面轉介為作出診斷而進行的 X 光診斷、超聲波、心電圖及化驗所招致之符合索償資格的費用。
5. **物理治療及脊椎治療服務** – 由物理治療師或脊醫提供服務所招致之符合索償資格的費用。
6. **處方藥物** – 於受保人接受診症之診所或醫院以外之註冊藥房以醫生書面處方購買處方藥物所招致之符合索償資格的費用。
7. **接種疫苗或常規健康檢查** – 受保人接種疫苗或接受常規健康檢查的費用。

D. 附加牙科保障*

1. **口腔檢查及洗牙 –** 若於受保期內，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費用。
2. **牙科治療 –** 若於受保期內，受保人因牙科狀況或受傷而需於認可牙科設施接受牙醫提供的牙科治療或服務，本公司將支付下列項目之符合索償資格的費用：
   a) 牙齒服務前所需的 X 光檢查；
   b) 牙齒治療所需之藥物（須由牙醫處方）；
   c) 膿瘡；
   d) 補牙；
   e) 脫牙；
   f) 修復齒尖的牙冠釘；
   g) 假牙（必須因意外引致）；
   h) 齒冠與齒橋（必須因意外引致）；及
   i) 減輕急性牙痛。

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。

使用免付賬醫療服務須隨時受限於本公司所規定之使用免付賬醫療服務的條款及細則，該條款及細則將會構成本保單的一部分，本公司並會不時作出修訂。該條款及細則之最新版本請參閱 http://bluecross.com.hk/document/tnc/creditfacilitiesservice。

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，並同意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。

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。

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

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

1. 根據任何法例、醫療計劃或其他保單，可向任何政府、公司、其他保險公司或任何第三者追討的任何損失、支出或費用。
2. 並非屬醫療必要的治療或測試，或並非經註冊醫生處方購買的藥物。
3. 純粹因接受一般身體檢查、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。

4. 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。

5. 已存在的狀況。

6. 直接或間接因後天免疫力缺乏症病毒（「HIV 病毒」）及其有關的傷病而引致的費用，包括愛滋病及／或因愛滋病而引發的任何突變、衍生或變異，純因為受保人於受保人生效日期前感染 HIV 病毒所引致。就本不保事項而言，所有於受保人生效日期後 5 年內出現與 HIV 病毒有關的傷病，將推定為受保人於受保人生效日期前已感染 HIV 病毒所引致。

7. 直接或間接由於或因為以下事項所引致的治療或傷病：

   濫用藥物或酒精、自我毀傷或企圖自殺、不法活動、飲用超過規定水平的酒精或服用超過規定水平的藥物後駕駛或操控機器，或經由性接觸傳染的疾病或其後遺症。

8. 以美容或整形為目的之任何服務費用；除非於保障利益條款C部分第7 項（接種疫苗或常規健康檢查）中另有規定，與以下相關的費用，但不限於聽力測試、例行及／或篩查血液測試、一般身體檢查、預防性治療、接種疫苗或防疫注射、頭髮重金屬元素分析、服食燕窩、靈芝、人蔘及其他中醫專用補藥、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、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 D 部分（附加牙科保障）中另有規定，牙科治療及口腔外科手術（因意外而需在住院期間接受的緊急治療及手術除外）；為跟進該牙科治療及口腔外科手術而於出院後或於門診牙科設施進行的覆診治療或口腔外科手術。

10. 與產科及其併發症有關的檢查、治療、外科程序及諮詢服務，包括驗孕或其後的分娩、墮胎或流產；節育或恢復生育；兩性結紮或變性；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. 購買義肢、身體器官及矯型裝置，包括經由手術植入體內的矯型裝置。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、空氣清新機或空調及供熱裝置。

12. 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門診治療。

13. 另類療法，包括但不限於指壓、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傷病。

17. 中醫師、脊醫、牙醫、醫生、註冊醫生、物理治療師及專科醫生不得為受保人、保單持有人、保險中介人，亦不得為保單持有人及／或受保人的僱主、僱員、直屬家庭成員或業務夥伴。