

## MEDCASURE HOSPITAL CASH INSURANCE PLAN

**IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.**

All the terms and conditions contained herein, the **Schedule** of insurance and any endorsement attached thereon shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** shall bear such specific meaning wherever it may appear.

The proposal/application and declaration made by the **Insured** shall form the basis of this contract and are deemed to be incorporated herein. In consideration of the **Insured** has applied to the **Company** for the insurance contained and on the condition that the **Insured** has paid the premium as specified for such insurance, and at the time of effecting this **Policy** the information provided is true and correct, the **Company** will pay the benefits subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto.

### Definitions of Words

**Accident/Accidental** means an unforeseen and involuntary event which cause an injury to **Insured Person** during insurance period.

**Bodily Injury/Injury** means bodily injury to the **Insured Person** caused solely by violent **Accidental** external means and which is independent of any other causes.

**Company** means Dah Sing Insurance Company (1976) Limited.

**Confined/Confinement** means the period that the **Insured Person** is registered as an in-patient and confined in a **Hospital** for treatment with a charge for room and board.

**Disability** means a **Sickness** or **Bodily Injury** for Plan A+, Plan B+ and Plan C+; and a **Bodily Injury** only for Plan A, Plan B and Plan C.

**Hong Kong** means Hong Kong Special Administrative Region of the People's Republic of China.

**Hospital** means an establishment that:

- 1) is licensed as a hospital; and
- 2) primarily provides services of admission, care and inpatient treatment; and
- 3) has twenty-four (24) hour nursing service by registered nurses; and
- 4) has licensed physicians available at all times; and
- 5) provides organised facilities for diagnosis and major surgeries; and
- 6) is not a clinic, nursing, rest or convalescent home or similar facility or a place for alcoholics or drug addicts.

**Insured/You/Your** means the applicant/proposer of the **Policy** named in the **Schedule** as the **Insured**.

**Insured Person** means the person, whose age is between two (2) months and sixty-five (65) years old at the date of policy inception, named in the **Schedule** or subsequently endorsed therein.

**Intensive Care Unit** means a part of the **Hospital** for which a specified extra daily surcharge is made and which is staffed and equipped to provide, on a continuous basis, specialised or intensive care or services not regularly provided within such **Hospital**.

**Maximum Benefit** means the benefit amount of each of the benefits covered under this **Policy** stated in the Table of Benefits.

**Medical Malpractice** means a negligent act, error or omission committed by the **Medical Practitioner** in the course of treatment to the **Insured Person**.

**Medical Practitioner** means a properly qualified and legally registered medical practitioner, including but not limited to surgeon and anaesthetist, licensed by the competent medical authorities of the country in which treatment is provided, and who in rendering such treatment is practising within the scope of his or her licensing and training.

**Policy** means all the terms and conditions contained herein, the **Schedule** and all endorsements and attachments hereto.

**Pre-existing Conditions** means any **Disability**, medical condition or chronic or recurring sickness which received medical advice or treatment for such condition within twelve (12) months prior to the commencement of this **Policy**.

**Schedule** means the **Schedule** attached to and incorporated in the **Policy** of insurance.

**Sickness** means physical illness or disease, marked by a pathological deviation from the normal healthy state.

### Benefits

TABLE OF BENEFITS				
Item		Maximum Benefit (HK\$)		
		Plan A+/ Plan A	Plan B+/ Plan B	Plan C+/ Plan C
1	Hospital Cash	500/day 750 days/Disability	1,000/day 750 days/Disability	1,500/ day 750 days/Disability
2	Extra Hospital Cash	500/day 90 days/Disability	1,000/day 90 days/Disability	1,500/day 90 days/Disability
3	Inpatient Surgical Expenses	10,000/year	20,000/year	30,000/year
4	Inpatient Cancer Treatment*	10,000/year	20,000/year	30,000/year
5	Post-hospitalisation Treatment	500/year (100/visit/day)	1,000/year (100/visit/day)	1,500/year (100/visit/day)
6	Compassionate Cash for Medical Malpractice	50,000/year	50,000/year	50,000/year
7	Accidental Death	50,000	100,000	150,000

\*Cancer Treatment is applicable to Plan A+, B+ and C+ only.

Payment of any benefit under this **Policy** is subject to the Definitions of Words, Table of Benefits, and all other terms and conditions pertinent to the benefit.

#### 1. Hospital Cash

The **Company** will pay the Hospital Cash for each day of **Confinement** of the **Insured Person**.

The maximum period the **Company** will pay under this benefit is seven hundred and fifty (750) days per **Disability**.

The **Benefit Items 2-6** will become operative only when the **Benefit Item 1** above is payable.

#### 2. Extra Hospital Cash

The **Company** will pay the Extra Hospital Cash for each day of stay of the **Insured Person** in the **Intensive Care Unit** for the first ninety (90) days per **Disability** for the same **Sickness** or **Bodily Injury**.

#### 3. Inpatient Surgical Expenses

The **Company** will pay the Inpatient Surgical Expenses for operation(s) during the **Confinement**. The Inpatient Surgical Expenses refer to the operating room charges, anaesthetist's charge, and the surgical fee reasonably and customarily charged by the **Medical Practitioner** to perform the operation in the **Hospital**.

#### 4. Inpatient Cancer Treatment

The **Company** will pay the actual expenses of treatment for cancer during the **Insured Person's Confinement**.

No benefit shall be payable in respect of any cancer treatment of the **Insured Person** insured under Plan A, Plan B or Plan C of this **Policy**.

#### 5. Post-hospitalisation Treatment

The **Company** will pay the actual expenses of treatment by the **Medical Practitioner** in the medical facility within thirty (30) days after discharge from **Hospital** following the **Confinement** as a result of the same **Disability**.

The daily limit of the treatment is HK\$100 per visit.

#### 6. Compassionate Cash for Medical Malpractice

The **Company** will pay the compassionate cash for any **Bodily Injury** or **Sickness** arising from the **Medical Malpractice**, as ruled by the court of competent jurisdiction or the governing authority of such medical professions within the area where the treatment takes place, during **Confinement** of the **Insured Person** as a result of **Disability**. This might also include an inaccurate or incomplete treatment.

#### 7. Accidental Death

The **Company** will pay the **Accidental Death** benefit if the **Insured Person** dies as a direct and sole result of **Bodily Injury**.

No benefit shall be payable if the **Insured Person** dies due to reasons other than a direct and sole result of **Bodily Injury**.

If the **Insured Person** has multiple policies which contain **Accidental Death** cover issued by the **Company**, the maximum liability of the **Company** in respect of **Accidental Death** cover shall not exceed HK\$5,000,000 in aggregate and each relevant policy shall bear a proportionate share of the total loss.

### No Claim Premium Refund

In the event of no claim being made or arising under this **Policy** for any period of three (3) consecutive years, thirty percent (30%) of the premiums received during this period by the **Company** will be refunded to **You** without interest. Further refund will only be paid for another period of three (3) consecutive years from the date of the previous refund.

In no circumstance the refund will be paid before the end of a period of three (3) consecutive years.

### General Exclusions

The following items, conditions, activities and their consequences are excluded from the **Policy** and the **Company** shall not be liable for:

- Expenses recoverable from a third party.
- Pre-existing Conditions** except
  - those which have been fully disclosed to and accepted by the **Company** prior to the inception of the **Policy**; or
  - until twelve (12) months have lapsed since the **Insured Person** last received medical advice or treatment.
- Routine medical examinations or check-ups, routine eye or ear examinations, vaccinations, medical certificates, examinations for employment or travel, and fitting of spectacles, contact lenses or hearing aids.
- Cosmetic surgery and beautification; and all dental treatment or oral surgery related to teeth, except in the event of **Injury** to sound and natural teeth.
- Rest cures and services in any home, spa, hydro-clinic, sanatorium or long term care facility that is not a **Hospital** as defined.
- Pregnancy or childbirth, and its complications, miscarriage, and infertility, contraception, sterilisation, impotence, sexual dysfunction, birth defects, congenital sicknesses, hereditary conditions or any abortion performed due to psychological or social reasons and consequences thereof.
- Confinement** as the donor of organ or tissue transplant.
- Any travel contrary to the medical advice or for the purpose of receiving medical or surgical treatment.
- Mental illness, psychiatric disorder, self-inflicted injury, suicide, abuse of alcohol, drug addiction or abuse, obesity, weight reduction or gain, sexually transmitted diseases and any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases.
- Second opinions in respect of medical conditions which have already been diagnosed and/or treated at the date such second opinions are obtained unless considered by the **Company's** medical advisers to be reasonable and necessary having regard to the medical facts and circumstances.
- Participation in any illegal act.
- Hospital** in-patient treatment for conditions which can be properly treated as an outpatient and **Confinement** primarily for diagnostic scanning, X-ray examinations or physiotherapy treatment.
- Air travel in an aircraft other than as a fare-paying passenger with a licensed carrier on a scheduled domestic or international route or on a duly licensed charter service.
- Riding or driving in any kind of motor racing, or engaging in a sport in a professional capacity or where the **Insured Person** would or could earn income or remuneration from engaging in such sport.
- Rock climbing or mountaineering normally involving the use of ropes or guides at altitude limit greater than five thousand (5,000) metres, or scuba diving to a depth greater than thirty (30) metres below sea level.
- Conditions of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- Conditions of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution,

- insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism including but not limited to
- i) the use or threat of force, violence and/or
  - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If the **Company** alleges that by reason of these General Exclusions any claim is not covered by this **Policy**, then the burden of proving that the claim is covered shall be upon the **Insured Person**.

### Claims Conditions

#### 1. Proof of Claim

Original documentation and receipts together with a fully completed Claim Form signed by the treating **Medical Practitioner** must be submitted to the **Company** within thirty (30) days after discharge from **Hospital**.

All certificates, information and evidence must be provided at the expense of claimant in the form and nature required by the **Company**.

The **Insured Person** may have to undergo further medical examination required by the **Company** at the expense of the **Company**.

In the event of death of the **Insured Person**, the **Company** shall require sight of the death certificate and may require a post-mortem examination at the **Company's** expense.

The **Insured Person** or anyone acting on behalf of the **Insured Person** must not make any fraudulent, false or exaggerated claims. Otherwise the **Company** shall be under no obligation to make any payment under this **Policy**.

If on the balance of medical fact or probabilities it is appropriate for the **Company** to decline a claim by virtue of the **Pre-existing Conditions** exclusion, the **Insured Person** shall have the obligation, at his/her own expense, to produce such medical evidence as the **Company** may reasonably require to enable it to reconsider a claim under the **Policy**.

#### 2. Examinations

The **Company** shall have the right and opportunity through its medical representatives to examine the **Insured Person** whenever and as often as it may reasonably require within the duration of any claim.

#### 3. Legal Proceedings

No action in law or equity shall be brought to recover under the **Policy** until after the expiration of sixty (60) days from the date Proof of Claim has been furnished in accordance with the **Policy** conditions. The parties have agreed that the Laws of **Hong Kong** shall govern and control in the event of any conflict or dispute between the parties with regard to the **Policy**, and that the parties submit themselves to the exclusive venue and jurisdiction of the Courts of the **Hong Kong** for the resolution of any such conflict or dispute.

#### 4. Alternative Dispute Resolution

In the event of a dispute arising out of this **Policy**, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of **Hong Kong** and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the *Arbitration Ordinance* (Chapter 609 of the Laws of **Hong Kong**) as amended from time to time. The arbitration shall be conducted in **Hong Kong** by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this **Policy**. In respect of the status or outcome of any form of alternative dispute resolution, if **The Company** deny or reject liability for any claim under this **Policy** and the **Insured** does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of the **Company's** disclaimer, the **Insured's** claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this **Policy**.

### General Conditions

#### 1. *Contracts (Rights of Third Parties) Ordinance* Exclusion

Any person or entity who is not a party to this **Policy** shall have no right or rights under the *Contracts (Rights of Third Parties) Ordinance* (Chapter 623 of the Laws of **Hong Kong**) and any subsequent amendment or revision or replacement thereof to enforce any of its terms under any circumstances whatsoever.

#### 2. A Duty to Comply with the General Conditions

Without prejudice to the **Company** other rights, the **Company** will only be liable to make any payment if the **Insured Person** has at all times complied with the **Policy**.

#### 3. Geographical Limits

The insurance afforded under this **Policy** shall apply anywhere in the world unless otherwise endorsed or amended.

#### 4. Right to Return Policy

In the event **You** are not satisfied with the **Policy** for any reason, it may be returned to the **Company** for cancellation within fourteen (14) days after **Your** receipt of the **Policy**. Any premium paid by **You** will be refunded without interest. In such case, this **Policy** shall be deemed to have been void from the inception and the **Company** shall not be liable under this **Policy** for any claim.

#### 5. Co-operation

As a condition precedent to the **Company's** liability, **You**, the **Insured Person** or **Your** representatives shall co-operate fully with the **Company** and its medical advisers and will fully and faithfully disclose all material facts and matters which **You** and the **Insured Person** know or ought to know and will upon request execute any document to empower the **Company** to obtain relevant information, at **Your** expense, from any **Medical Practitioner** or **Hospital** or other source.

#### 6. Change of Status

The **Insured Person** must take full responsibility to inform the **Company** of any change of status under the **Policy**. Failing to do so might lead to invalidation of the claim.

#### 7. Misstatement of Age

In the event that the **Insured Person's** age has been misstated, the premium difference would be returned or charged according to the correct age. And if, according to the correct age, the coverage provided by this **Policy** would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then the **Company's** liability during the period that the **Insured Person** is not eligible for coverage shall be limited to the refund of all premiums paid for the period covered by this **Policy**.

#### 8. Subrogation

The **Company** has the right to proceed at the **Company's** own expense in the name of the **Insured Person** against third parties who may be responsible for an occurrence giving rise to a claim under this **Policy**.

#### 9. Premium

(a) Notwithstanding the benefit under No Claim Premium Refund, premiums are non-refundable except due to reasons stipulated in the General Conditions 3 and 11.



- (b) If any premium due is not paid within the thirty (30) days grace period allowed, the **Policy** will terminate and all benefits will cease. Any subsequent reinstatement of cover after such termination will be at the **Company's** discretion and subject to satisfactory evidence of insurability together with payment of all overdue premiums and any relevant charges.
- (c) Premiums may be adjusted by the **Company** according to various factors like, including but not limited to, the age and the change of status of the **Insured Person**, and any general premium rate increases applying to all **Insured Persons** reflecting the change of the risk exposure in this class of business.

**10. Renewal**

The **Policy**, regardless of the benefit under No Claim Premium Refund, may be renewed from year to year at the option of the **Company** and subject to **Your** acceptance of the renewal terms, conditions and premium offered by the **Company**. The **Company** reserves the right not to invite **Your** renewal of the **Policy**.

The **Company** also reserves the right to change the terms, conditions and premium of the renewal offer at any time before the **Policy** expiry, despite the acceptance of the renewal by **You** prior to such change.

**11. Change of Benefits**

Unless otherwise invited by the **Company**, in no event that the cover can be increased or varied at the request of **You**. The increased or varied cover, following **Your** acceptance of such invitation, shall not apply to any injury, sickness, symptom or condition that known to exist by **You** or for which treatment was then foreseeable unless such material facts have been fully disclosed to and accepted by the **Company** in writing thirty (30) days prior to the date of any such increase or variance.

**12. Cancellation**

This **Policy** may be cancelled at any time:

- (a) by the **Insured** on notice to that effect being given in writing to the **Company**, in which case the **Company** will retain the customary short period rate for the time the **Policy** has been in force and subject to a minimum and non-refundable premium of HK\$500.00 plus other Levy (if any) after client discount, whichever is higher.

**Short Period Rate**

Period	Scale of Rate	Period	Scale of Rate
Not exceeding 1 month	10% of annual rate	Not exceeding 6 months	60% of annual rate
Not exceeding 2 months	20% of annual rate	Not exceeding 7 months	70% of annual rate
Not exceeding 3 months	30% of annual rate	Not exceeding 8 months	80% of annual rate
Not exceeding 4 months	40% of annual rate	Not exceeding 8 months	90% of annual rate
Not exceeding 5 months	50% of annual rate	Exceeding 8 months	Full annual premium

- (b) by the **Company** on seven (7) days' advance notice to that effect being given in writing to the **Insured's** last known address, in which case the **Company** shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

**13. Termination of Insurance**

This **Policy** shall terminate on the earliest of the following:-

- (a) When any or any part of the premium pertaining to this **Policy** is not paid when due. Should a covered claim arise during this period, the unpaid premium will be deducted from any benefits payable;
- (b) On the next **Policy** expiry when the **Insured Person** attains the age of sixty-five (65) years;
- (c) When the **Insured Person** dies.

**14. Other Insurance**

If there is any other policy insured by other insurance company which also covers the same benefits as this **Policy** at the time of a claim, the **Company** will only be liable for the **Company's** proportionate share except for Benefit Item (1) – Hospital Cash, Benefit Item (2) – Extra Hospital Cash, Benefit Item (6) – Compassionate Cash for Medical Malpractice and Benefit Item (7) – Accidental Death.

**15. Duplicate Policy**

An **Insured Person** should not be covered under more than one MedcaSure Hospital Cash Insurance Plan or similar insurance plan issued by the **Company**. In the event that an **Insured Person** is covered under more than one such policy, The **Company** will consider that such **Insured Person** is covered only under the policy which provides the greatest amount of the benefit. The **Company** shall then return any premium received under such other policies and shall be under no further liability whatsoever in respect thereof.

**16. Eligibility**

Unless agreed otherwise in writing by the **Company**, the **Insured** and the **Insured Person** must be **Hong Kong** residents holding a valid **Hong Kong** Identity Card.

**17. Alteration**

- (a) Notwithstanding anything in the **Policy**, the **Company** reserves the right to alter the **Policy** as the **Company** reasonably considers appropriate if the **Policy** or the **Company** is affected by a change in legislation or taxation, or any judicial decision. The **Company** will give the **Insured** written notice of any such alteration.
- (b) Any other misrepresentation of or failure to disclose material facts in any document signed by **You** will entitle the **Company** to alter, amend or cancel the **Policy** having regard to the true facts. A material fact is any information which could influence the **Company** in its assessment of the proposal/application.

**18. In the Event of Fraud**

If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by **You** or the **Insured Person** or anyone acting on their behalf to obtain benefit hereunder, then the **Policy** shall be cancelled immediately and all benefits and premium forfeited.

**19. Sanction Exclusion Clause**

The **Company** shall not provide cover nor shall the **Company** be liable to pay the 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 sanction, prohibition or restriction under United Nations resolutions or the trade or economic, sanction, laws or regulations of any jurisdiction applicable to the **Company**.

**20. Governing Law and Jurisdiction**

This **Policy** shall be governed and interpreted in accordance with the Laws of **Hong Kong** and subject to the exclusive jurisdiction of the courts of **Hong Kong**.

**In the event of any discrepancy between the Chinese and English versions, the English version shall prevail.**

## 「住院現金」醫療保障計劃

**重要事項 – 當收到這份保險單時，請仔細閱讀保單內容，並且提出任何必需的修訂。**

所有以下保單條款及條件，**承保表**及任何附加的批單應被視為一完整之合約。如**本保單**內有任何字詞或字句擁有特別含意，則該等字詞 / 字句於**本保單**任何部份出現時均具有相同之特定含意。

投保人於投保書 / 申請中的聲明乃投保人與本公司之間的合約基礎。鑒於投保人已向本公司申請以下之保險，並基於投保人已悉數繳付本保單應付之保費，與及保單生效時所提供的資料均為真實及正確的前提下，本公司會按照保單及其附加的批單內訂明之定義、不承保事項、限制、規定及條款，作出賠償。

### 詞彙解釋

「意外」 / 「意外的」指在保障日期內發生並令**受保人**受到**損傷**的無法預見及非故意的事件。

「**身體損傷**」 / 「**損傷**」指**受保人**純粹由暴力、意外、及外在且獨立於其他因素導致的**身體損傷**。

「**本公司**」指大新保險 (1976) 有限公司

「**入住醫院**」 / 「**住院**」指**受保人**入住**醫院**並接受治療的期間；而在該期間必須是以住院病人身份登記，並需繳付病房及膳食費用。

「**傷病**」指在計劃 A+、B+ 及 C+ 指**疾病**或**身體損傷**；在計劃 A、B 及 C 指**身體損傷**。

「**香港**」指香港特別行政區

「**醫院**」指機構，並且：

- 1) 註冊為醫院；及
- 2) 主要提供入院、看護及住院治療；及
- 3) 由註冊護士提供二十四 (24) 小時的護理服務；及
- 4) 有註冊**醫生**常駐；及
- 5) 提供系統化的設備以進行診斷及大型手術；及
- 6) 並非作為診所、或提供醫護、休養、療養、戒酒、戒毒或類似服務的機構。

「**投保人**」 / 「**閣下**」 / 「**閣下的**」指於**承保表**上列明為**投保人**或**保單**持有人的投保申請人士

「**受保人**」指**承保表**或批單上列明，並於保單生效日當天年齡介乎兩 (2) 個月至六十五 (65) 歲的人士。

「**深切治療部**」指**醫院**的一部份，須每日額外收取特定附加費，並設護理人員及醫療設備，不間斷地提供**醫院**非常規之專門或深切護理或服務。

「**最高保障額**」指於**本保單**保障概括表內定明的各項保障額。

「**醫療失誤**」指**醫生**在對**受保人**進行治療期間造成疏忽、錯誤或遺漏。

「**醫生**」指獲執業當地醫療主管機構發牌，並根據其執業牌照規定及醫學訓練提供治療，且具備有關資格及依法註冊之**醫生**，包括但不限於外科及麻醉科**醫生**。

「**本保單**」指所有在此的條款及條件，包括**承保表**、批單及附加文件。

「**之前已存在之傷病**」指在**本保單**生效日前十二 (12) 個月內接受過治療的任何**傷病**、醫療狀況、慢性或復發的疾病。

「**承保表**」指附屬於**本保單**的承保表。

「**疾病**」指身體不適或疾病，並於病理上顯示為偏離正常狀態的狀況。

### 保障

保障項目		保障表		
		最高保障額 (港幣)		
		計劃 A+ / 計劃 A	計劃 B+ / 計劃 B	計劃 C+ / 計劃 C
1	住院現金	每日 500 每傷病 750 日	每日 1,000 每傷病 750 日	每日 1,500 每傷病 750 日
2	額外住院現金	每日 500 每傷病 90 日	每日 1,000 每傷病 90 日	每日 1,500 每傷病 90 日
3	住院外科手術費用	每年 10,000	每年 20,000	每年 30,000
4	住院癌症治療*	每年 10,000	每年 20,000	每年 30,000
5	出院後護理費用	每年 500 (每日每次 100)	每年 1,000 (每日每次 100)	每年 1,500 (每日每次 100)
6	醫療事故津貼	每年 50,000	每年 50,000	每年 50,000
7	意外身故	50,000	100,000	150,000

\*癌症治療只適用於計劃 A+、B+ 及 C+

本保單的任何賠償，均根據與該保障有關的詞彙解釋、保障表、及所有其他條款和條件而給付。

#### 1. 住院現金

本公司會就受保人每一日的住院支付住院現金。

本公司就同一宗傷病最長賠償期限為七百五十 ( 750 ) 日。

保障項目第 2 至 6 項須在上述保障項目第 1 項獲得賠償方才有效。

#### 2. 額外住院現金

當受保人入住深切治療部，本公司將會就每次傷病支付每日額外住院現金，就同一疾病或身體損傷，最多賠償首九十 ( 90 ) 日。

#### 3. 住院外科手術費用

本公司會支付住院外科手術費。支付住院期間的住院外科手術費用。住院外科手術費用指手術室、麻醉師，及由醫生於醫院內施行外科手術的合理並慣常的費用。

#### 4. 住院癌症治療

本公司會支付受保人住院期間接受癌症治療的實際費用。

受保於本保單計劃 A、計劃 B 或計劃 C 的受保人就任何癌症的治療將不會獲得賠償。

#### 5. 出院後護理費用

因傷病住院後，如就同一傷病，於出院後三十 ( 30 ) 日內接受醫生的治療，本公司將會支付治療的實際費用。

治療以每日每次港幣一百 ( 100 ) 元為限。

#### 6. 醫療事故津貼

本公司會支付恩恤津貼予受保人因傷病住院期間，由醫療失誤所引致的身體損傷或疾病，而該醫療失誤須由接受治療當地的相關司法機構或醫療專業主管機關裁定。這亦可能包括不正確或不完整的治療。

#### 7. 意外身故

如受保人直接及純粹因身體損傷導致身故，本公司會支付意外身故保障。

如受保人並非直接及純粹因身體損傷導致身故，將不會獲得賠償。

若受保人在本公司同時擁有多份保單含有意外身故保障，則本公司就所有保單意外身故保障的累計總額，最高責任不會超過港幣五百萬 ( 5,000,000 ) 元，而每份保單的賠償將根據總賠償額按比例分配。

### 無索償保費回贈

如本保單連續三 ( 3 ) 年未曾出現索償，閣下將可獲本公司回贈於此期間收到保費的百分之三十 ( 30% )，但不計算利息。而下一次作出回贈，只會於上一次回贈日後起計另一個連續三 ( 3 ) 年完結後再作安排。

在任何情況下，回贈不會在連續三 ( 3 ) 年期間結束前作出。

### 一般不承保事項

本保單不承保以下事項、狀況、活動及其導致的後果。本公司亦不會承擔賠償責任：

1. 可從第三者追回的費用。
2. 之前已存在之傷病，除非
  - (a) 在本保單生效前有關情況已全面披露，及獲得本公司接受；或
  - (b) 直至由受保人接受最後一次醫學意見或治療後起計十二 ( 12 ) 個月內均未有再接受任何醫學意見或治療為止。
3. 定期身體檢驗或檢查、定期眼部或耳部檢查、防疫注射、醫療證明、入職或旅遊所需的身體檢查、佩戴眼鏡、隱形眼鏡或助聽器。
4. 整容手術及美容；及所有牙科護理或與牙齒有關的口腔手術，除非天生健全牙齒受到損傷則除外。
5. 在任何家居、水療中心、水療診所、療養院或長期護理設施，而非醫院內休養或接受服務。
6. 懷孕或分娩，及有關之併發症、流產；與不育、避孕、絕育、陽痿、性機能障礙、胎兒先天缺陷、先天疾病、遺傳狀況或任何基於心理或社會原因進行之墮胎手術及其引致之後果。
7. 因作為人體器官或組織移植捐贈者而住院。
8. 不聽從醫生勸喻而旅遊或以到外地接受醫療或外科手術為目的旅程。
9. 精神病、精神錯亂、蓄意自傷身體、自殺、酗酒、吸毒或濫用藥品、癮肥、減肥或增肥、性病、愛滋病或其相關狀況或疾病的任何治療或化驗。
10. 當已獲得診斷及 / 或治療的當日，就該醫療狀況徵取第二意見，除非本公司的醫學顧問就醫學事實及有關情況認為合理及必需，則屬例外。
11. 參與任何非法行為。
12. 本可以門診方式治療之狀況，及主要以接受診斷掃描、X 光檢查或物理治療為目的而住院。
13. 處身飛機內的航空旅程，除非以繳費乘客身份乘坐持牌航空公司營運的固定班次的國內或國際航機，或乘坐持牌的包機，則屬例外。
14. 以乘客或司機身份參與任何形式的賽車，又或以職業身份參加體育活動，又或受保人參與可賺取收入或報酬的體育活動。
15. 通常使用繩索或在嚮導帶領下在海拔五千 ( 5,000 ) 米以上進行攀石或爬山，或在海平面三十 ( 30 ) 米以下進行水肺潛水。
16. 因以下事故引致損失，無論有關損失是否由任何其他因由或事件同時或以任何時序所引致：
  - (a) 任何核子燃料或核子燃料燃燒後所產生的核子廢料所引致的電離子輻射或放射性污染；
  - (b) 任何由核子裝置、反應器或其他核子機組或核子元件而來並具有輻射性、毒性、爆炸性或其他危險性或污染性的物質；
  - (c) 以原子或核子分裂及 / 或聚變、以類似反應或輻射性能量或物質為本的武器。
17. 因以下事故引致損失，無論有關損失是否由任何其他因由或事件同時或以任何時序所引致：
  - (a) 戰爭、侵略、外敵行動、敵對局面、交戰事件 ( 不論正式宣戰與否 )、內戰、叛亂、革命、反叛、叛亂升級或擴大至大規模叛變事件、軍事或篡權行動；或
  - (b) 任何恐怖活動，包括但不限於：
    - i) 採取任何行動控制、阻止、壓制或以任何方式控制、阻止或壓制與上述第 ( a ) 或第 ( b ) 條有關之行動
    - ii) 人身或財產的傷害或損害 ( 或受到此等傷害或損害威脅 )，包括但不限於核子輻射及 / 或化學污染及 / 或生物劑；



任何人士或團體因政治、宗教、意識形態或類似目的，不論該目的明確與否，及 / 或企圖令公眾或任何社會階層恐慌；或  
(c) 採取任何行動控制、阻止、壓制或以任何方式控制、阻止或壓制與上述第 (a) 或第 (b) 條有關之行動。

倘本公司聲稱由於受一般不承保條款約束而**本保單**未能保障任何索償損失，**受保人**需承擔反證該索償損失是受保的責任。

## 索償條件

### 1. 索償證明文件

索償所需正本文件、收據及已填妥並經主診**醫生**簽署的索償表格必須在出院後三十 ( 30 ) 日內送交予本公司。

索償人須自費向本公司提供所有證明、資料及憑證；形式及性質以本公司要求為準。

本公司或會要求**受保人**接受進一步的身體檢查，費用由本公司支付。

如**受保人**身故，本公司必須審閱有關之死亡証書，並可能要求驗屍，驗屍費用由本公司負責。

**受保人**或其代表不可作出任何詐騙、虛假或誇大的索償，否則本公司毋須承擔**本保單**的賠償責任。

如本公司權衡醫療實況或各項可能性後，基於之前已存在之傷病為理由拒絕作出賠償，**受保人**有責任自費提交本公司合理要求的醫療證明，以便本公司重新考慮是否根據**本保單**作出賠償。

### 2. 身體檢查

本公司有權及可能透過其醫療代表，在索償期間不時按合理需要為**受保人**進行身體檢查。

### 3. 法律程序

**投保人**根據**本保單**條件出示索償證明後，必須待至滿六十 ( 60 ) 日，方可展開法律訴訟追討**本保單**的索償。立約各方均同意，如雙方對**本保單**有任何爭論或爭議，一律受香港法律監管，雙方並同意任何有關之爭論或爭議必須服從於香港法院的專審地及司法裁判權之下。

### 4. 替代性爭議解決方式

如有任何關乎**本保單**的爭議，爭議各方可以作出於善意的調解去解決爭議。調解是根據當時適用並由香港司法機構發出民事調解相關的實務指示進行。所有未解決之爭議，一律按照《仲裁條例》( 香港法例第 609 章 ) 及不時生效的修訂本規定進行仲裁。仲裁須在香港進行並由爭議各方同意的單一仲裁員審理。現明確規定，爭議各方必須待至仲裁裁決，方可就「**本保單**」展開其他法律行動。關於根據替代性爭議解決方式得出的任何情況或結果，如本公司不承認**本保單**的賠償責任，而**受保人**並未於十二 ( 12 ) 個月內按上述規定將事件交由仲裁處理，即被視作已撤銷或放棄索償權利，此後不得再就**本保單**進行追討。

## 一般條件

### 1. 《合約 ( 第三者權利 ) 條例》除外條款

任何不是**本保險單**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 ) 及其後生效的修訂或更改或取代，在任何情況下強制執行**本保險單**的任何條款。

### 2. 遵守保單條件

在不損害本公司的其他權益下，本公司只會在**受保人**能夠時刻遵守**本保單**所載條款下作出賠償。

### 3. 地區範圍

除非另有批註或修訂，否則**本保單**之保障適用於世界任何地方。

### 4. 退回保單的權利

假如閣下因任何理由不滿意**本保單**，可在收到**本保單**後十四 ( 14 ) 日內取消並退回**本保單**予本公司，閣下所繳交的保費將不計利息全數歸還。在此情況下，**本保單**將被視為從生效當日起便失效，本公司無須就**本保單**承擔任何賠償責任。

### 5. 合作

本公司承擔賠償責任的先決條件乃閣下、**受保人**或閣下的代表與本公司及其醫療顧問全面合作，並且全面及忠實地披露閣下及**受保人**知悉或應知的一切重要事實及事宜，及在有需要時，提供適當文件以授權本公司向任何**醫生**、**醫院**或其他來源獲取相關的資料，而有關的開支由閣下承擔。

### 6. 現況改變

**受保人**須負全責通知本公司與**本保單**有關的現況改變，否則有可能令索償失效。

### 7. 虛報年齡

若**受保人**虛報年齡，保費差額將按實際年齡退還或收回。若根據實際年齡，**本保單**保障實不應生效，或理應於收取保費前終止，則本公司對的責任僅限於退還該段期間**受保人**所有已付的保費。

### 8. 代位權

本公司有權以**受保人**名義就**本保單**的賠償，向有可能對引致索償負上責任的第三者作出追討，而有關追討費用由本公司負責。

### 9. 保費

(a) 儘管有無索償保費回贈的安排，除在一般條款第 3 項或第 11 項所列明的情況外，已收保費概不退還。

(b) 如閣下於三十 ( 30 ) 日寬限期內仍未繳付保費，**本保單**將會被取消，所有保障亦會終止。**本保單**一經取消，如閣下申請重新恢復保障，本公司可酌情接受或拒絕；閣下亦需提供足夠可保證據，證明其符合受保資格，以及繳清所有欠付保費及任何其他應付款項。

(c) 本公司有權改變保費金額，包括但不限於根據**受保人**的年齡及現況改變，及根據此保險種類的風險改變全面性調高所有**受保人**的保費金額。

### 10. 續保

儘管有無索償保費回贈的安排，在閣下接受本公司提出的續保條款、條件及保費的情況下，本公司可續年選擇是否替**本保單**續保。本公司並保留不予續保的權利。

本公司亦保留在保單到期日前隨時修改續保條款、條件及保費的權利。

### 11. 更改保障

除非由本公司提出，閣下不得要求增加或改變保障。當閣下接受本公司提出增加或改變保障，更新的保障將不適用於閣下已知的任何身體損傷、疾病、症狀或狀況、或可預知的治療，除非更新保障前三十 ( 30 ) 日，有關之重要事實已向本公司全面披露並已得到接納。

## 12. 取消保單

本公司可以下述方式取消本保單：

- (a) 可隨時由受保人以書面通知取消，而本公司會以短期保費率計算本保單有效期內應付的保險費，惟本公司對扣除客戶折扣後的保費退款設有最低及不獲退還的保費額為港幣五百（500）元，並且需要加上其他徵費（如有者）。

### 短期保費表

保障期	保費率	保障期	保費率
不超過1個月	年保費率之10%	不超過6個月	年保費率之60%
不超過2個月	年保費率之20%	不超過7個月	年保費率之70%
不超過3個月	年保費率之30%	不超過8個月	年保費率之80%
不超過4個月	年保費率之40%	不超過9個月	年保費率之90%
不超過5個月	年保費率之50%	超過9個月	全年保費

- (b) 本公司可七（7）天前郵遞將有關通知寄往受保人最後為人所知的地址。在該情況下，本公司在扣除本保單有效期內按比例應付的保險費後，將向受保人退還保險費餘額。

## 13. 終止保障

保單將在以下情況終止，並以最早發生者為準：

- (a) 任何有關本保單保費在到期日未能悉數繳交。如在這段期間有任何索償，尚未繳付的保費將在應付的賠償金額中扣除；  
(b) 在受保人已達六十五（65）歲的下一個保單到期日；  
(c) 當受保人身故。

## 14. 其他保障

當索償時有其他保險公司的保單提供相同於本保單的保障，本公司只會按比例分擔賠償，但此限制不適用於保障項目第 1 項 - 「住院現金」、第 2 項 - 「額外住院現金」、第 6 項 - 「醫療事故津貼」及第 7 項 - 「意外身故」。

## 15. 雙重保單

受保人不得獲得超過一份由本公司簽發的「住院現金」醫療保障計劃或同類型的保障計劃的保障。倘若受保人獲得超過一份這類保單的保障，本公司將視受保人只受保於最高賠償額之保單。本公司將會退回其他保單之已收訖保費，而毋須承擔任何責任。

## 16. 投保資格

除非本公司發出書面同意豁免，投保人及受保人必須為香港居民，並持有有效之香港身份證。

## 17. 更改

- (a) 儘管本保單有所規定，如本保單或本公司受法例、稅制或司法決定的變更影響，本公司將按其認為恰當的情況下保留更改保單的權利，屆時本公司將以書面通知投保人有關的更改事宜。  
(b) 閣下簽署之文件中如有任何失實聲明或隱瞞任何重要事實，本公司有權根據該等事實更改、修訂或取消本保單。重要事實乃指足以影響本公司審批保險計劃書 / 申請的任何資料。

## 18. 詐騙事件

如閣下或受保人或任何代表以任何偽造、詐騙或以詐騙方式或方法索償，本公司將即時取消本保單，並會沒收所有賠償及保費。

## 19. 制裁除外條款

本公司對於任何承保、支付索償或提供利益會致使本公司面臨由聯合國的決議、貿易或經濟制裁或適用於本公司的任何司法管轄範圍內的法律法規下的任何制裁、禁止或限制，則不會在此提供承保或有責任去支付任何索償或提供任何利益。

## 20. 法律詮釋及司法管轄

本保單依據香港法律詮釋，並受香港法院行使專屬司法管轄權。

如中文及英文版之間有任何差異，一概以英文版為準。