

Bupa Wise Choice 保柏智康健

Health Insurance Contract

醫療保險合約

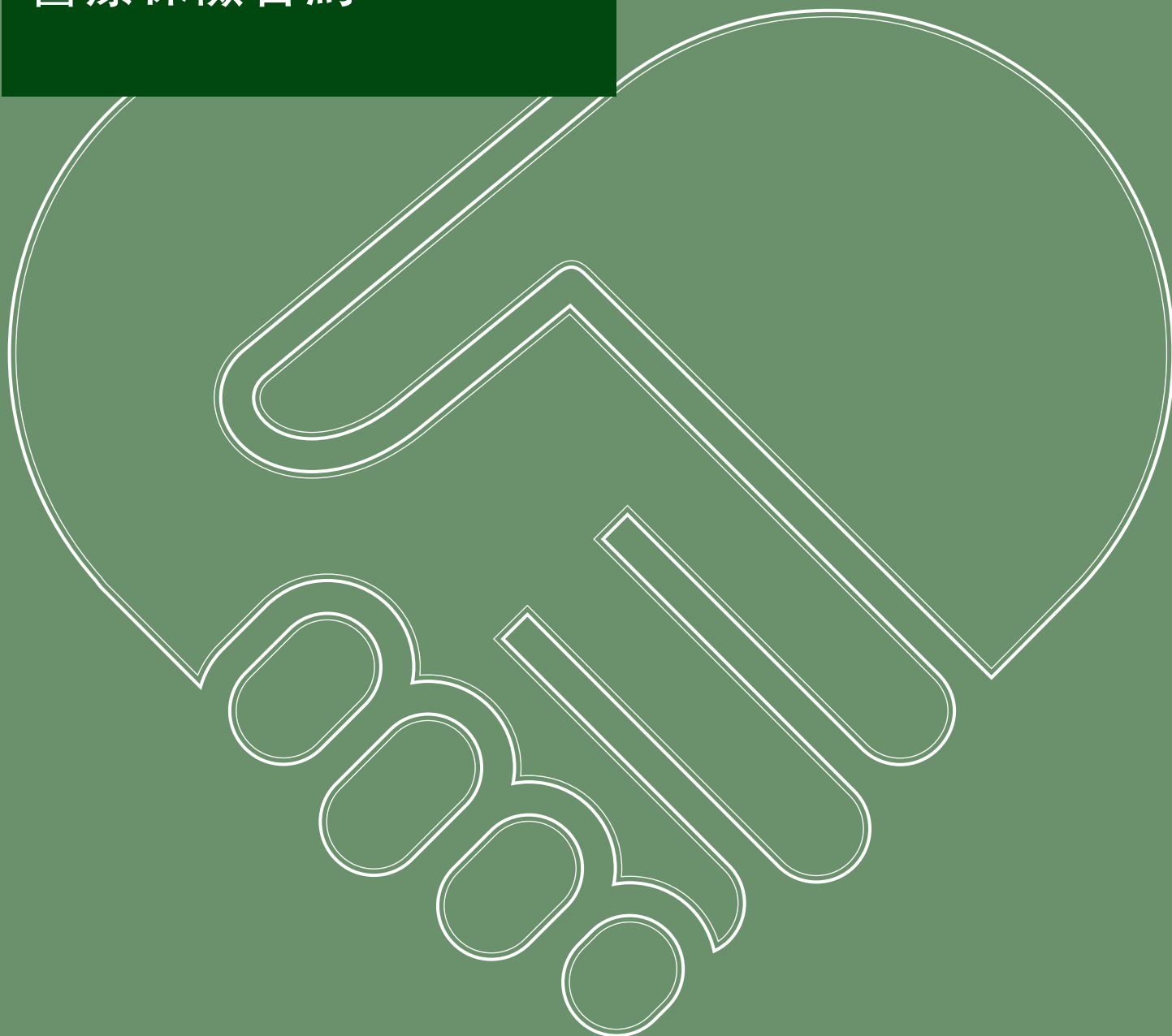


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(Effective from 1 January 2017)

Bupa issues this Contract to the Subscriber and agrees, subject to all the terms and conditions appearing in the Contract, to pay to the Subscriber the Benefits in accordance with the Schedule of Benefits. In consideration of the payment of Subscriptions and on the basis of the Application submitted to Bupa, Bupa hereby agrees to issue this Contract to cover the Members and provide the Benefits in accordance with the terms and conditions set out herein.

General Conditions

1. Definitions

(a) In this Contract where consistent with the contents, the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neutral gender; and each of the following words and expressions shall have the following meanings, except where the context otherwise requires.

"Accident"	means an external, sudden, violent and unexpected event of visible nature which shall, independently of any other cause, be the sole cause of bodily injury.
"Anaesthetist"	means a Registered Medical Practitioner who is registered under Anaesthesiology of Specialist Register of the Medical Council of Hong Kong or the equivalent.
"Application"	means the application form submitted by the Subscriber to Bupa for the issuance of the Contract or change of Benefit in respect of a Member under the Contract.
"Benefit"	means the benefit payable by Bupa in respect of a Member under the Contract.
"Bupa"	means Bupa (Asia) Limited.
"Bupa Group Member"	means the member and his dependants covered under a group medical indemnity insurance policy issued by Bupa which covers hospital and surgical expenses. Member and dependants are defined under the aforesaid Bupa group medical insurance policy.
"Clinical Operation"	means a surgical procedure which may effectively be undertaken at a clinic by a Registered Medical Practitioner and a stay in Hospital is not Medically Necessary provided that the surgical procedure falls under the Schedule of Surgical Operations and is classified as Clinical Operation therein.
"Congenital Conditions"	means medical abnormalities existing at the time of birth, regardless of whether they are known or unknown to the Member or Subscriber. They shall include (but not to the exclusion of others which may medically be regarded as congenital conditions), strabismus (squint), hydrocephalus, undescended testicle, Meckel's diverticulum, flat foot, heart septal defect and indirect inguinal hernias.
"Contract"	means this contract, the Membership Certificate, endorsement(s) and amendment(s) signed by the authorised representative of Bupa, the Application, the Table of Subscriptions, the Schedule of Benefits and any other schedule attached to this contract.
"Contract Anniversary Date"	means the date referred to as such in the Membership Certificate.
"Contract Effective Date"	means the date stated as such in the Membership Certificate being the effective date or the renewal date of this Contract as the case may be in consideration of the payment of Subscription.
"Contract Year"	means the period commencing from the Contract Effective Date and expiring on the Contract Anniversary Date as shown in the Membership Certificate or subsequent endorsement, if any.
"Coverage Commencement Date"	means the Coverage Commencement Date for a particular Member as stated in the Membership Certificate or provided by subsequent endorsement, if any.
"Day Case Surgery"	means a surgical procedure, chemotherapy and radiotherapy which may effectively be undertaken at a clinic or day case unit of a Hospital by a Registered Medical Practitioner and a stay in Hospital is not Medically Necessary provided that the surgical procedure falls under the Schedule of Surgical Operations and is classified as Day Case therein.
"Developmental Conditions"	means abnormal development compared to what is expected at the given age level or stage of development. These impairments or disabilities originate before the age of eighteen (18), may be expected to continue indefinitely, and constitute a substantial impairment. Biological and non-biological factors are involved in these disorders. They shall include (but not to the exclusion of others which may medically be regarded as developmental conditions) language and learning disorders, autism and mental retardation.
"Disability"	means an injury or sickness, and shall include all disabilities arising from the same cause including any and all complications therefrom, except that after ninety (90) days following the latest discharge from Hospital or the last consultation during such time no treatment is received. Any subsequent disability from the same cause shall be considered as a separate disability.
"Emergency"	means unplanned confinement and condition that is acute in nature and wherein the initial sign or symptom, and the consultation or treatment for this condition cannot be and are not separated by more than forty-eight (48) hours.
"General Practitioner"	means a Registered Medical Practitioner who is registered in the General Register of the Medical Council of Hong Kong or the equivalent.
"Hereditary Conditions"	means medical conditions genetically transmitted from parent to offspring.
"Hong Kong"	means the Hong Kong Special Administrative Region of the People's Republic of China.
"Hospital"	means any establishment licensed as a hospital by proper authority to provide medical services for the sick, injured or those who require medical treatment, which has government approved facilities for diagnosis, major surgery and twenty-four (24) hour nursing services and has a Registered Medical Practitioner in regular attendance. "Hospital" does not include any establishment or that portion of an establishment which is operated as a convalescent or nursing home, rest home, home for the aged, or an establishment for rehabilitation of alcoholics or drug addicts, or any similar purpose.

"Hospital and Surgical Benefit"	means any or all of the Benefits as outlined in Section A of the Description of Benefits .
"Hospital Confinement"	means confinement in a Hospital for western medicine and surgical services as a result of a Medically Necessary condition and recommended by a Registered Medical Practitioner. For the purpose of this Contract, the Member must stay in the Hospital for the entire period of confinement and room and board charges must be incurred.
"Maximum Limit"	means the maximum amount that will be paid/reimbursed by Bupa subject to the terms and conditions of the Contract with regards to the relevant Benefit as specified in the Schedule of Benefits.
"Medically Necessary"	means the necessity to have a medical service which is: <ul style="list-style-type: none"> i. consistent with the diagnosis and customary medical treatment for the condition at a Normal and Customary charge; ii. in accordance with standards of good and prudent medical practice; iii. necessary for such a diagnosis or treatment; iv. not furnished primarily for the convenience of the Member, Registered Medical Practitioner, Physiotherapist, Anaesthetist or any other medical service providers; v. furnished at the most appropriate level which can be safely and effectively provided to the Member; and vi. with respect to Hospital Confinement, not furnished primarily for diagnostic scanning purpose, imaging examination or physical therapy.
"Member"	means the person named as the Member in the Membership Certificate whose age is between fifteen (15) days and fifty-nine (59) years inclusive.
"Membership Certificate"	means the certificate issued by Bupa to each Member covered under this Contract and such certificate shall list out the name of the Member, the Contract Effective Date, the coverage and other particulars as amended from time to time.
"Normal and Customary"	in relation to fees, means a sum not exceeding a reasonable average of the fees charged under similar conditions by persons of equivalent experience and professional status in the area in which the service was provided; and in relation to material or services, means a sum not exceeding a reasonable average of the charges for similar material or services in equivalent circumstances of quality and economic consideration in the same area as that in which any such material or services were obtained.
"Overall Annual Limit"	means the aggregate sum of Benefits as shown in the Schedule of Benefits which a Member is entitled to receive during the Contract Year under Section A of the Description of Benefits .
"Overseas Medical Contingency Top-up Benefit"	means the Benefit as outlined in Section B of the Description of Benefits .
"Physiotherapist"	means a person (other than the Member himself, his relatives, families or business partners unless approved by Bupa) legally qualified in Hong Kong or any other place where medical expenses are incurred to render assessment and treatment service on physical disabilities by means of remedial exercises, manual therapy and mechanical, thermal or electrical energy and having qualifications at least equivalent to those of a physiotherapist registered pursuant to the Supplementary Medical Professions Ordinance of Hong Kong.
"Pre-existing Conditions"	means illness or injury that commenced or presented sign(s) and symptoms, prior to the Member's Coverage Commencement Date; if the Member has ever ceased to be a Member and subsequently re-commenced to become a Member of this Contract, the latest date he re-commenced to become a Member of this Contract.
"Private Room"	means a room for Member's private use during his Hospital Confinement with its own private facilities. This includes a bedroom and bath/shower room, but not including kitchen, dining or sitting rooms.
"Registered Medical Practitioner"	means a General Practitioner, Specialist or any person (other than the Member himself, his relatives, families or business partners unless approved by Bupa) legally authorised in Hong Kong or any other place where medical expenses are incurred to render western medical and surgical services and having qualifications at least equivalent to those of a medical practitioner registered pursuant to the Medical Registration Ordinance of Hong Kong.
"Schedule of Benefits"	means the schedule as amended from time to time in which the Benefit items and amount of the Benefit are set forth. This shall also include the Schedule of Benefits issued at the date of the Contract and any other schedule thereafter varied in accordance with Clauses 2(e) and 12(b) of the General Conditions .
"Schedule of Surgical Operations"	means the surgical schedule attached to this Contract and full list of Schedule of Surgical Operations of Bupa as amended from time to time without prior notice to the Member in which surgical operations are classified into different categories according to the relative degree of complexity of operations involved. If the operation performed is not included in the Schedule of Surgical Operations, Bupa will determine its category using an operation of equivalent difficulty and severity as a basis.
"Specialist"	means a Registered Medical Practitioner approved as such by Bupa or a Registered Medical Practitioner who is registered in the Specialist Register of the Medical Council of Hong Kong or the equivalent and qualified to practise specialist care according to the qualified specialty.
"Subscriber"	means the owner of the Contract whose name appears as the Subscriber in the Membership Certificate.
"Subscription"	means premium payable or paid by the Subscriber to Bupa in consideration of Bupa agreeing to provide the Benefit.
"Table of Subscriptions"	means the table as amended from time to time in which the Subscription amounts are set forth.
"Western Medication"	means medication legally registered by the Pharmaceutical Service of Department of Health in Hong Kong or the equivalent legal authority of any other place rendering western medicine and surgical services.

- (b) In construing this Contract:
- i. the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
 - ii. general words shall not given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
 - iii. the headings in this Contract are for the purposes of reference only and shall not affect the interpretation or application of any of the terms hereof; and
 - iv. references to "this Contract" or "the Contract" shall mean this Contract as amended from time to time. References to Clauses, Section and Schedules are to clauses, section and schedules of this Contract.

2. The Contract

- (a) This Contract constitutes the entire agreement between the Subscriber and Bupa. All statements made by the Subscriber shall be deemed representations and not warranties.
- (b) Any change including but not limited to addition, alteration, amendment and deletion of any terms and conditions of the Contract shall not be valid unless approved by Bupa and signed by the authorised representative of Bupa. No agent or broker is authorised to do any of the following things on behalf of Bupa:
 - i. remove or vary any of the terms and conditions of the Contract or introduce any other terms and conditions, written or oral, into the Contract;
 - ii. make any representation, agree any condition precedent or enter into any collateral contract;
 - iii. accept any offer or counter-offer made by the Subscriber; and
 - iv. approve or reject any claim under this Contract.
- (c) Except as provided for in **Clauses 6(a), 7, 11(c), 20 and 22 of the General Conditions**, the Contract cannot be terminated unilaterally before it expires on the Contract Anniversary Date.
- (d) Subject to **Clauses 6(e) and 12(b) of the General Conditions**, the Subscriber shall elect to change the Member or Benefit level by giving written notice to Bupa one (1) month before the Contract Anniversary Date. Any such changes shall be effected on the Contract Anniversary Date if approved by Bupa in accordance with Bupa's guidelines as determined from time to time.
- (e) Bupa may amend the rate of Subscription, Benefits, terms and conditions of the Contract from time to time subject to prior written notice to the Subscriber, provided that such amendments apply to all members of the same age under the same product and upon renewal. Any such changes shall be effected on the Contract Anniversary Date. Prior written notice by Bupa to the Subscriber is not required for Subscription adjustments (if any) according to the age of a Member.

3. First-time Registration

On the date of a Member's first-time registration under the Contract:

- (a) the Member must be a Hong Kong resident under sixty (60) years old on the Member's Coverage Commencement Date;
- (b) the Member is covered under a group medical indemnity insurance policy, which covers hospital and surgical expenses, provided that such policy is issued by an insurer registered under the Insurance Authority of Hong Kong;
- (c) **the Member is not a permanent resident of the United States of America or the Commonwealth of Puerto Rico as defined under Clause 7 of the General Conditions;**
- (d) the Subscriber must be eighteen (18) years old or above on this Coverage Commencement Date;
- (e) the Subscriber must hold a valid Hong Kong dollars current or savings bank account with any licensed bank in Hong Kong; and
- (f) Bupa reserves the right to decline any Application.

4. Payment of Subscription

- (a) The Contract shall not commence or continue to be in force (and no Benefits shall accrue or be payable hereunder) until the Subscription payable under the Contract is actually received in full in cleared funds by Bupa.
- (b) Subscription shall be due on the Contract Effective Date, subsequent billing cycles and the Contract Anniversary Date. Except as provided for in **Clause 20 of the General Conditions**, Subscription paid is non-refundable.

5. Entitlement and Payment of Benefits

- (a) Subject to the terms and conditions of this Contract, each Member shall be entitled to the Benefits with effect from the Member's Coverage Commencement Date provided that a Member will not be entitled to a Benefit which is greater than the actual amount of expenses incurred by the Member.
- (b) Benefits are payable in respect of treatments which are Medically Necessary and are given or personally controlled on a day to day basis by a Registered Medical Practitioner, Physiotherapist, Anaesthetist or other medical service providers for the services specified and which is undertaken at facilities approved by Bupa for the treatment procedures or tests concerned and is consistent with Bupa's guidelines for the best practice care and attention as issued from time to time; and for which all reasonable steps have been taken to minimise expenditure.
- (c) Clerical error in keeping the records shall not invalidate the Benefits of Members which are otherwise validly in force nor continue such Benefits which are otherwise validly terminated.
- (d) All liabilities in respect of Benefits admitted by Bupa hereunder shall be paid to the Subscriber, or to any third party as directed by the Subscriber or in such other manner as may otherwise be agreed between the Subscriber and Bupa in any particular case. Payment of Benefits shall be deemed to have been made by Bupa to the Subscriber where Bupa pays the Subscriber through autopay for the medical expenses incurred by the Member. If the account to be credited is not in the name of the Subscriber, an authorisation letter from the Subscriber is required. Bupa has the absolute right to reject the arrangement. Payment of Benefits by Bupa shall be a full discharge of the liability of Bupa in respect of which the payment is made under the Contract.
- (e) All the medical expense incurred by a Member must first be claimed under any laws or regulations or any other insurance policy, or other sources, if any. The amount of eligible medical expenses that was not reimbursed shall be payable under this Benefit as a secondary insurance.
- (f) If a part or whole of the medical expense incurred by a Member is covered by compensation, reimbursement, insurance or indemnity under any other sources, **Clause 10(c) of the General Conditions** shall apply.

6. Termination of Benefits and Contract

- (a) Without limiting the application of **Clause 11 of the General Conditions**, if the Subscriber or a Member fails to act in utmost good faith, Bupa shall have the right to terminate the Member's coverage or the Contract, or to revise the terms and conditions of the Contract.
- (b) If full payment of the Subscription referable to a Member other than the Subscriber is not received by Bupa on or before any Subscription due date, Bupa shall have the right to terminate the Benefits of the relevant Member from such Member's Coverage Commencement Date or any subsequent Contract Effective Date as the case may be and Bupa shall bear no liabilities in that particular Contract Year to the Member.
- (c) This Contract shall automatically cease to provide any Benefit to a Member on the earliest of the following dates:
 - i. the termination of the Contract;
 - ii. upon exercising the conversion option of the Contract by such Member pursuant to **Clause 13 of the General Conditions** (if the Member is a Bupa Group Member upon conversion, this will be subject to **Clause 13 d(iii) of the General Conditions**);
 - iii. the Contract Anniversary Date immediately following the attainment of sixty (60) years old in respect of such Member;
 - iv. **the date of termination of cover of the Member pursuant to Clause 7 or 22 of the General Conditions;**

- v. where the Contract ceases to provide Benefits to a Member according to the Subscriber's instructions given pursuant to **Clause 6(e) of the General Conditions**;
 - vi. the expiration of the period for which the last Subscription is paid in respect of such Member;
 - vii. the date on which such Member ceases to be a Member; or
 - viii. the date of death of such Member.
- (d) This Contract shall automatically terminate on the earliest of the following dates:
- i. the termination of coverage of all Members;
 - ii. upon exercising the conversion option of the Contract by all Members covered under this Contract pursuant to **Clause 13 of the General Conditions** (if all Members are Bupa Group Members upon conversion, this will be subject to **Clause 13 d(iii) of the General Conditions**);
 - iii. the Contract Anniversary Date immediately following the attainment of sixty (60) years old in respect of all Members covered under this Contract;
 - iv. date of termination notice issued by Bupa to the Subscriber if Bupa decides to terminate this product;
 - v. the date on which all Members cease to be a Member; or
 - vi. the date immediately following the death of the Subscriber and / or all Members.
- (e) Subscriber may apply for termination of coverage for any Member, or of the Contract, by giving at least ten (10) days written notice to Bupa before the Contract Anniversary Date. Such termination shall be effected on the Contract Anniversary Date.

7. Residency

Bupa may terminate the cover of the relevant Member(s) with immediate effect or (where permitted to continue the cover of the relevant Member(s) until such date) with effect from the Contract Anniversary Date, if the law of the country in which the Member is located, or the Member's country of residence or nationality, including but not limited to the United States of America and Japan, or any other law which applies to Bupa or this Contract, prohibits the provision of healthcare cover by Bupa to local nationals, residents or citizens. The Subscriber is required to immediately notify Bupa in writing if it comes to the Subscriber's notice that any of the Members change country of residency or nationality during the Contract Year. Without limitation to the foregoing, a Member's cover shall not be renewed if such Member becomes a permanent resident of the United States of America or the Commonwealth of Puerto Rico. 'Permanent resident' shall mean a person residing in a country who is a citizen of or who is permitted under applicable laws to live and work, on a permanent basis, in that country.

This clause only applies if the Member's Coverage Commencement Date is on or after 1 January 2017.

8. Claims Procedures

- (a) Any claim for medical expenses incurred by a Member under the Contract must be made in such claim form as prescribed by Bupa. All necessary original documents must be furnished by or on behalf of the Member within ninety (90) days after Clinical Operation, Day Case Surgery, discharge from Hospital to which the claim relates, otherwise Bupa may reject such claim at its absolute discretion without assigning any reasons.
- (b) Bupa may in the case of any claim require the submission at the expense of the claimant of information, certificates, evidence, medical reports and other data or materials, reasonably required by Bupa.
- (c) Bupa reserves the right at its own expense to appoint an independent medical examiner to examine the Member, as appropriate, when and as often as it may reasonably require during the pendency of a claim under the Contract. In the event of the death of the Member, Bupa shall be entitled to have a post mortem examination where it is not forbidden by law and sufficient notice shall, when practicable, be given to Bupa before interment or cremation, stating the time and place of any inquest appointed.
- (d) Bupa shall not accept liability for any claim if the required information is received by Bupa after four (4) weeks from the issue date of any written request(s) from Bupa requesting such further information, unless otherwise agreed and approved by Bupa.

9. Currency

Subscriptions and Benefits shall be payable in Hong Kong dollars. Any claim for reimbursement of medical expenses made by a Member in any currency other than Hong Kong dollars shall be converted to Hong Kong dollars at the official buying rate of such currency for Hong Kong dollars in effect in Hong Kong at the date of Clinical Operation, the date of Day Case Surgery, or the date of discharge from Hospital, or if no such official rate exists, at the rate certified as appropriate by bankers of Bupa for the time being.

10. General Exclusions

Unless the Contract expressly provides to the contrary, Bupa shall not be liable to pay expenses incurred directly or indirectly in connection with and / or for, in relation to any and all of the following:

- (a) Pre-existing Conditions (unless such conditions have been disclosed in the Application and accepted by Bupa).
- (b) Treatment or investigation which is not Medically Necessary.
- (c) Subject to **Clause 5(f) of the General Conditions**, any injury or sickness for which compensation is payable under any laws or regulations or any other insurance policy or other source except to the extent that such charges are not reimbursed by such laws or regulations or other insurance policy or other source.
- (d) Any charges for accommodation, nursing and services received in health hydros, nature cure clinics, convalescent home, rest home, home for the aged or similar establishments.
- (e) Any charges in respect of surgical and non-surgical cosmetic treatment, or hearing tests, routine blood tests, general check-ups, vaccinations or inoculations, Hair Mineral Analysis (HMA), health supplements or body weight control, eye refraction including but not limited to routine eye tests or any costs of fitting of spectacles or lens.
- (f) Congenital Conditions, Developmental Conditions or Hereditary Conditions.
- (g) Treatment that commenced during the first five (5) years as a Member under this Contract and which in any way arises from, is attributable to, or is consequential upon Human Immunodeficiency Virus Infection.
- (h) Sexually Transmitted (Venereal) Diseases or their sequel.
- (i) Treatment relating to pregnancy, including diagnostic tests for pregnancy or resulting childbirth, abortion or miscarriage; birth control or sterilisation of either sex; infertility including in-vitro fertilisation or any other artificial method of inducing pregnancy; sexual dysfunction including but not limited to impotence, erectile dysfunction, premature ejaculation, regardless of cause.
- (j) Misuse or overdose of drugs or being under the influence of alcohol, self-inflicted injuries or attempted suicide.
- (k) Treatment relating to any injury or disease resulting from participation in criminal activities.
- (l) Alternative treatment including but not limited to Chinese medicines treatment, acupuncture, acupressure, Tui Na, hypnosis, rolfing, massage therapy, aromatherapy.
- (m) Senile Dementia (including Alzheimer's disease), Parkinson's disease, psychological or psychiatric condition(s) of any and all kinds, including but not limited to psychoses, neuroses, depression, anxiety, anorexia nervosa, schizophrenia, behavioural disorders, delirium, insomnia, neurasthenia.
- (n) Any charges for the procurement or use of special braces and appliances, including but not limited to spectacles, hearing aids and other equipments such as wheel chairs and crutches.
- (o) Any treatment or investigation related to dental or gum conditions except for Emergency treatment arising from Accidents or the extraction of impacted wisdom teeth during Hospital Confinement. Follow-up treatment from such Hospital Confinement shall not be covered.
- (p) Treatment arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or terrorist acts.
- (q) Non-medical services, including but not limited to guest meals, radio, telephone, photocopy, taxes (except the Value-Added Tax or Goods and Services Tax for medical services), medical report charges and the like.
- (r) Experimental and/or new medical technology/procedure not yet approved by Bupa.

11. Material Disclosure

- (a) If the age or date of birth or other relevant facts relating to a Member shall be found to have been inadvertently misstated, and if such misstatement affects the scale of Benefits or the amount of Subscription payable or the terms and conditions of the Contract, the true age and facts shall be used in determining whether Benefits are secured under the terms of the Contract, and in what amount shall be an equitable adjustment of Subscription be made. An overpayment of Subscription will not adjust any Benefits upwards but will only result in a refund of the excess Subscription paid.
- (b) The truth of any statement or declaration made by a Member or the Subscriber and the due observance and fulfilment of the terms and conditions of the Contract insofar as they relate to anything to be done or complied with by the Member or the Subscriber shall be a condition precedent to the liability of Bupa to pay any claim under the Contract. The costs of obtaining any information reasonably required by Bupa for verification shall be borne by the Member or the Subscriber.
- (c) If any of the below events takes place, the Contract shall be void at the sole and absolute discretion of Bupa and any Benefits obtained by the Subscriber or Member as a result of such events shall become immediately repayable to Bupa and Bupa reserves the right to recover from the Subscriber any cost related to the void Contract:
 - i. if any material fact affecting the risk is incorrectly stated in the Application or any statement or declaration made by the Subscriber therein or omitted therefrom;
 - ii. if the Contract, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression; or
 - iii. if any claim made shall be fraudulent or exaggerated.

12. Renewal and Change of Benefits

- (a) This Contract will be effective for a period of one (1) year from the Contract Effective Date in consideration of the payment of Subscription and shall be guaranteed to be renewed by Bupa until the Contract Anniversary Date immediately following the attainment of sixty (60) years of age of all Members (unless terminated pursuant to **Clause 6, 7 or 22 of the General Conditions**) automatically on a yearly basis subject to successful collection of the Subscription at such rate and on such terms as Bupa may determine in accordance with **Clause 2(e) of the General Conditions**. The claims experience or history of the Member would not result in the renewal being rejected by Bupa.
- (b) No upgrade of Benefits shall be accepted by Bupa under this Contract. The Subscriber may from time to time apply for downgrade of Benefit level by giving one (1) month prior written notice to Bupa before the Contract Anniversary Date. Any such change shall be effected on the Contract Anniversary Date if approved by Bupa in accordance with Bupa's guidelines as determined from time to time. As the effective date of the change, each Member shall only be entitled to the Benefits as varied and shall cease to be entitled to any Benefits that was previously entitled to before the variation.

13. Conversion Option

- (a) The Member may apply to exercise the conversion option under this Contract into Bupa CarePro / Bupa Care Kid Health Insurance Scheme ("New Contract") by completing the required document(s) without further evidence of insurability. The benefit level in the New Contract is not higher than that of this Contract.
- (b) The new Subscription shall be determined in accordance with Bupa's Subscription rate in effect for the Member's attained age on the effective date of the New Contract.
- (c) If the Member fails to exercise his conversion option before the termination of this Contract or his coverage (whichever is appropriate), his coverage under this Contract shall terminate automatically.
- (d) The following terms apply to the Member who is a Bupa Group Member upon the application for the conversion:
 - i. The Member may apply to exercise the conversion option under this Contract when he retires or terminates his employment but no later than the Contract Anniversary Date immediately following the attainment of sixty (60) years old of a Member, or the termination of such Member's coverage, whichever is earlier. The application of conversion should be submitted at least one (1) month before the Contract Effective Date of the New Contract.
 - ii. The New Contract should be effective immediately after the termination of the Bupa group medical insurance policy.
 - iii. After the conversion option is exercised, this Contract shall continue to provide Benefit to the Member until the Contract Anniversary Date.
 - iv. The Member is required to fulfil the requirements set by Bupa from time to time including but not limited to being a Bupa Group Member for a minimum of six (6) consecutive months prior to conversion upon termination of group membership.
 - v. The ~~benefit for those~~ conditions covered by the Bupa group medical insurance policy shall ~~be covered continue~~ in the New Contract. Any other individual exclusions issued with this Contract in the form of an endorsement shall also be imposed on the New Contract together with its general exclusions.
 - vi. The ~~maximum~~ benefit payable under the New Contract in respect of the conditions covered by the Bupa group medical insurance policy is ~~at the ward level under the Hospital & Surgical Benefit of the New Contract, lower amount of:~~
 - ~~The maximum benefit limit under the ward level (or other benefit levels specially approved by Bupa) of the New Contract; or~~
 - ~~The maximum benefit limit under the Bupa group medical insurance policy at the time of conversion from Bupa Wise Choice to the New Contract.~~
- (e) The following terms apply to a Member who is not a Bupa Group Member upon request to exercise the conversion option; or a Bupa Group Member who cannot meet the requirements stated in **Clause 13(d) of the General Conditions**:
 - i. The Member may apply to exercise the conversion option under this Contract on any Contract Anniversary Date but not later than the Contract Anniversary Date immediately following the attainment of sixty (60) years old of a Member, or the termination of such Member's coverage, whichever is earlier. Such request of conversion must be made one (1) month prior to the Contract Anniversary Date.
 - ii. If this Contract was issued with any individual exclusions in the form of an endorsement, the same exclusions shall also be imposed on the New Contract together with its general exclusions.

14. Ownership and Assignment of the Contract

Unless otherwise provided, Bupa shall be entitled to treat the Subscriber as the absolute owner of the Contract. This Contract cannot be assigned or transferred, whether in whole or in part, to any person without the written consent of Bupa.

15. Automatic Release of Ownership

The ownership of this Contract shall be automatically released back to the Member from the Subscriber immediately on the Contract Anniversary Date immediately following:

- (a) the attainment of eighteen (18) years old of the Member if the Member is not a full time student; or
- (b) the attainment of twenty-three (23) years old.

16. Legal Proceedings

No action in laws shall be brought against Bupa either:

- (a) before the expiration of sixty (60) days after proof of claim has been submitted to Bupa in accordance with the requirements of the Contract; or
- (b) after the expiration of one (1) year from the date on which proof of claim is required to be and has not been submitted to Bupa in accordance with the requirements of the Contract.

17. Time Effective and Territorial Limit

12:01AM Hong Kong time shall be deemed to be the effective time with respect to any times or dates referred to in the Contract. Subject to the terms and conditions of the Contract, the Contract shall cover medical expenses incurred by a Member anywhere in the world.

18. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with the Laws of Hong Kong. Bupa shall in all competent judicial proceedings at the instance of parties using in respect of matters arising out of this Contract, acknowledge the jurisdiction of the Courts in Hong Kong only.

19. Arbitration

Any disputes or differences arising out of or in connection with the Contract shall be referred to and determined by arbitration at the Hong Kong International Arbitration Centre and in accordance with its Domestic Arbitration Rules.

20. Cancellation Rights and Refund of Subscription

The Subscriber has the rights to cancel this Contract and obtain a refund of all the Subscription paid, by giving Bupa a written notice, provided that no Benefit has been paid. Such notice must be signed by the Subscriber and received by Bupa within 21 days from the Contract Effective Date. Cancellation rights are not applicable to renewed Contract.

21. No Third Parties Rights

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

22. Sanctions and exclusion

Bupa will not provide cover nor pay claims under this Contract if Bupa (or Bupa's group companies and administrators) are prohibited, in Bupa's reasonable view, from fulfilling such obligations under this Contract by the laws of any relevant jurisdiction, including the United Kingdom, European Union, the United States of America, or international law. Bupa will inform the Subscriber of such situations unless it would be unlawful to do so or if such disclosure would undermine Bupa's reasonable security measures. Bupa will only provide cover under this Contract to the extent that such cover would not expose Bupa (or Bupa's group companies and administrators) to any sanction, prohibition or restriction under the United Nations resolutions or the sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or under other relevant international law.

Description of Benefits

Subject to the terms and conditions of this Contract, the Benefits described below are payable in respect of any sickness or injury covered under this Contract as shown in the Schedule of Benefits.

Section A - Hospital and Surgical Benefit

1. This Benefit shall be payable for eligible expenses of the following items (a) to (i) incurred by the Member during his Hospital Confinement, Clinical Operation or Day Case Surgery in Hong Kong only, unless such confinement or surgery performed outside Hong Kong results directly from a medical Emergency outside Hong Kong as certified by a Registered Medical Practitioner subject to the applicable Overall Annual Limit; deductible per Disability (applicable to cancer and kidney dialysis only) or per Hospital Confinement; and reimbursement percentage as shown in the Schedule of Benefits:

The Benefits payable under this Section A shall be payable for the reconstructive surgeries of the breast, head or neck as a result of cancer provided that such reconstructive surgeries occur at the same time or within twelve (12) months from the date of the mastectomy or other cancer removal surgeries.

(a) Room and Board Benefit

This Benefit shall be payable for the charges as levied and published by a Hospital for the cost of accommodation and meals for the Member during the Member's Hospital Confinement for receiving Medically Necessary western medicine treatment or services. The amount payable under this Benefit shall be equal to the actual charges made by the Hospital in respect of room and board during the Member's Hospital Confinement, provided that the Benefit payable shall not exceed the applicable Maximum Limit as shown in the Schedule of Benefits.

This Benefit shall not be payable for private or special nursing service for the Member, nor for accommodation and meal for guest.

(b) Miscellaneous Hospital Services Benefit

This Benefit shall be payable for the following Hospital services during the Member's Hospital Confinement, Clinical Operation or Day Case Surgery as the case may be, except where deleted or omitted from coverage or specified to the contrary in the Schedule of Benefits. The amount payable under this Benefit shall be equal to the actual amount charged by the Hospital for the following services rendered but in no event exceed for any one Contract Year the applicable Maximum Limit as shown in the Schedule of Benefits:

- (a) road ambulance service to and/or from the Hospital;
- (b) anaesthesia and oxygen and their administration;
- (c) blood transfusions;
- (d) dressing and plaster casts;
- (e) drugs, medicine, and curative materials consumed on premises;
- (f) films, imaging (including magnetic resonance imaging (MRI), CT scan and PET scan) and their interpretation;
- (g) intravenous infusions;
- (h) laboratory examinations;
- (i) related test and drugs fee of chemotherapy and radiotherapy;
- (j) radioactive isotope;
- (k) consumables used in the operating theatre;
- (l) implants including but not limited to stent and pacemaker.

Medicine and curative material shall include all Western Medications, IV fluid, dressings, gauze, swabs, and other medical disposables and consumables used during Hospital Confinement, Clinical Operation or Day Case Surgery as the case may be for medical and nursing care. Instruments and other hardware used in an operation such as anaesthesia machine, gastroscope, colonoscope, lithotripter, x-knife, cyberknife and gamma knife do not belong to this category.

(c) Intensive Care Benefit

This Benefit shall be payable for the charges incurred as a result of the Member being accommodated in an Intensive Care Unit in a Hospital recommended by the Registered Medical Practitioner in charge provided that the amount payable under Room and Board Benefit has been exhausted. The amount payable under this Benefit shall be equal to the actual charges made for treatment in an Intensive Care Unit in a Hospital, but in no event exceed the applicable Maximum Limit as shown in the Schedule of Benefits.

(d) Surgeon and Attendance Fees Benefit

This Benefit shall be payable for fees charged by Registered Medical Practitioner and assistant at surgery as provided for the operations performed during Member's Hospital Confinement, Clinical Operation or Day Case Surgery as the case may be, including charges for visiting patient during Member's Hospital Confinement. The amount payable under this Benefit shall be equal to the actual surgeon and attendance charges for such surgical operation performed by one or more Registered Medical Practitioners, but in no event exceed the applicable Maximum Limit as shown in the Schedule of Benefits.

(e) Anaesthetist's Fees Benefit

This Benefit shall only be payable if an Anaesthetist is used in addition to the Registered Medical Practitioner in any surgical procedure requiring the services of an Anaesthetist, and the Surgeon and Attendance Fees Benefit is payable for the same operation under this Contract. The amount payable under this Benefit shall be equal to the actual charges for services provided by a professional Anaesthetist for the cost and administration of anaesthetics for the surgical operation or procedure, but in no event exceed the applicable Maximum Limit as shown in the Schedule of Benefits.

(f) Operating Theatre Fees Benefit

This Benefit shall be payable for the use of the operating theatre for the carrying out of any surgical procedure in a Hospital or day case unit of a Hospital, provided that the Surgeon and Attendance Fees Benefit are also payable for the same operation under this Contract. The amount payable under this Benefit shall be equal to the actual charges for the use of the operating room and equipment used in the operating theatre of a Hospital to perform the surgical operation or procedure, but in no event exceed the applicable Maximum Limit as shown in the Schedule of Benefits.

(g) In-patient Physician's Fees Benefit

This Benefit shall be payable for attendance fee of Registered Medical Practitioner for non-surgical Hospital Confinement of Member. The amount payable under this Benefit shall be equal to the actual consultation fee of Registered Medical Practitioner provided that the Benefit payable shall not exceed the applicable Maximum Limit as shown in the Schedule of Benefits.

This Benefit shall not be payable for telephone consultation where the Registered Medical Practitioner does not actually see and examine the Member.

(h) In-patient Specialist's Fees Benefit

This Benefit shall be payable for fees charged by a Specialist in respect of Specialist services provided to the Member during the Member's Hospital Confinement. Services provided by pathologist, radiologist and Physiotherapist during Hospital Confinement shall be payable under this Benefit. A written referral letter must be provided by the attending Registered Medical Practitioner except for services performed by pathologist, radiologist or Physiotherapist.

The amount payable under this Benefit shall be equal to the actual charges for such services, but in no event exceed the applicable Overall Annual Limit as shown in the Schedule of Benefits.

This Benefit shall not be payable for:

- i. treatment received before or on the day of any surgical procedure or during convalescence therefrom, unless such treatment:
 - 1) is given by a Specialist other than the surgeon who performed the surgical procedure, and
 - 2) is in connection with a condition entirely unrelated to the condition which requires the surgical procedure mentioned herein; or
- ii. telephone consultation where the Specialist or Physiotherapist does not actually see and examine the Member.

(i) Companion Bed Benefit

This Benefit shall be payable for the charges as levied and published by a Hospital for the cost of companion bed during the Member's Hospital Confinement for receiving Medically Necessary western medicine treatment or services. The amount payable under this Benefit shall be equal to the actual charges made by the Hospital in respect of companion bed during the Member's Hospital Confinement, provided that the Benefit payable shall not exceed the applicable Maximum Limit as shown in the Schedule of Benefits.

This Benefit shall not be payable for meals for guest.

2. The amount of the Benefit payable is calculated in the following formula:

$$\left[\begin{array}{l} \text{Amount of eligible medical expenses incurred and actually paid during Hospital Confinement, Day Case Surgery of Clinical Operation} \end{array} \right] \text{ less } \left[\begin{array}{l} \text{The higher of deductible for Hospital and Surgical Benefit as stated in the Schedule of Benefits or actual amount reimbursed by any other sources under the same medical bill} \end{array} \right] \text{ times } \left[\begin{array}{l} \text{Reimbursement percentage for Hospital and Surgical Benefit as stated in the Schedule of Benefits} \end{array} \right] \text{ times } \left[\begin{array}{l} \text{Adjustment factor in Clause 4 of this Section A, if applicable} \end{array} \right]$$

3. The Benefit shall not be payable for Hospital Confinement in class of suite / V.I.P. / deluxe room of a Hospital.
4. If a Member is confined to a higher level of Hospital facilities and services than that he is entitled to under this Contract, the respective adjustment factors applicable in addition to the reimbursement percentage are as follows:

<u>Restricted level</u>	<u>Chosen level</u>	<u>Adjustment factors</u>
Semi-private room	Private Room	50%
Ward	Semi-private room	50%
Ward	Private Room	25%

Section B – Free Overseas Medical Contingency Top-up Benefit

This Benefit shall be payable for eligible medical expenses incurred outside Hong Kong resulting from:

- (a) an Accident or medical Emergency occurring outside Hong Kong, provided that the amount payable under **Section A of the Description of Benefits** is exhausted; or
- (b) a referral of a Specialist in Hong Kong recommending that it is Medically Necessary for the Member to receive medical treatment for a specific medical condition outside Hong Kong which is approved by Bupa.

The amount payable under this Benefit shall be equal to the actual charges of such expenses less the Benefit payable under **Section A of the Description of Benefits** (if applicable) provided that the amount payable shall not exceed the applicable Maximum Limit per Contract Year of free Overseas Medical Contingency Top-up Benefit.

This Benefit shall not be payable for Hospital Confinement in class of suite / V.I.P. / deluxe room of a Hospital; or any follow-up treatment.

(自2017年1月1日起生效)

保柏謹簽發本合約予投保人，並在本合約所有條款及細則規限下，同意根據保障金額表支付有關保障予投保人。在保費收訖及已提交申請表予保柏的情況下，保柏謹此同意發出本合約，並根據本合約列載的條款及細則提供保障給會員。

一般條款

1. 定義

(a) 本合約內在與內容相符的情況下，凡有關詞語之單數字詞將包含眾數意義而相反亦然；另含陽性的字詞將包含陰性及中性；同時，除非內文另有註明，下列詞語將具有下列涵義：

意外	指外在、突發、強烈及不可預料而可見的事件，此事件是導致身體受傷的唯一原因並且與其他事件無關。
麻醉科醫生	指在香港醫務委員會以麻醉科專科登記或具其他等同香港醫務委員會以麻醉科專科登記的資歷的註冊西醫。
申請表	指投保人就簽發本合約或更改有關會員之保障而提交保柏之申請表格。
保障	指保柏根據本合約應付會員之保障。
保柏	指保柏（亞洲）有限公司。
保柏團體會員	指受保於由保柏所簽發的實報實銷及提供住院及手術保障的團體醫療保單之會員及其受供養人，有關會員及受供養人以上述之保柏團體醫療保單內的定義為準。
診所手術	指註冊西醫於診所可有效地進行之手術而留院乃非醫療必需，但該手術須列於外科手術表為診所手術。
先天性疾病	指自出生已存在之醫學異常，不論會員或投保人知道與否。這包括（但不排除在醫學上視為先天性疾病之其他病症）斜視、腦積水、睪丸未降、美克爾氏憩室、扁平足、心間隔缺損及腹股溝斜疝（小腸氣）。
合約	指本合約、會員證書、經保柏授權代表簽署的背書及修訂協議、申請表、保費表、保障金額表及其他附加於本合約簽署的表格。
合約週年日	指會員證書內提及的合約週年日。
合約生效日	指會員證書列明之合約生效日；即於保費收訖之情況下合約開始生效或續保（視情況而定）的日期。
合約年度	指在會員證書或隨之而簽發的背書（如有）上顯示之期間，即合約生效日起開始至合約週年日結束。
保障開始日	指會員證書或隨之而簽發的背書（如有）上列為所某特定會員保障開始日的日期。
日症手術	指註冊西醫於醫院診所或日症房可有效地進行之手術、化療及放射治療而留院乃非醫療必需，但該手術須列於外科手術表為日症手術。
發育異常	指相較於同年齡或同發育階段之預期發育情況而出現之發育異常。這些缺陷或殘障出現於18歲之前，並可能預期會不確定的延續下來，從而造成實質上的損害。這些障礙情況包含生物性及非生物性的因素在內。這包括（但不排除醫學上被視為發育異常的其他病症）語言及學習障礙、自閉症及智力遲鈍。
病症	指損傷或疾病，包括所有由同一原因而起的病症及所有由此而起的併發症，除非此傷病與最近一次出院或最近一次診症已相隔90日或以上而期間並沒有進行治療。任何隨後由同一原因而起的病症均視為獨立的病症。
緊急情況	指急病情況而沒有事先安排的住院，而有關初起病徵或病狀、診斷或治療不得相距超過48小時。
普通科醫生	指在香港醫務委員會以普通科登記或具其他等同香港醫務委員會以普通科登記的資歷的註冊西醫。
遺傳性疾病	指通過基因由父母遺傳給子女的疾病。
香港	指中華人民共和國香港特別行政區。
醫院	指任何獲適當機構發牌作為醫院，對患病、受傷、或需要醫學治療人士提供醫療照顧的機構，該機構必須有政府批核的醫療設備，包括能進行檢驗、大手術及提供24小時看護服務，並有一位註冊西醫駐診。「醫院」不包括康復院、護理中心、療養院、老人院、濫用藥物或酗酒復康中心（包括位於醫院中的同類型部門）或任何類似用途的機構或機構部門。
住院及手術保障	指在「保障述要」A項一欄所提及的任何或所有保障。
住院	指由註冊西醫轉介接受以西方醫療及外科手術服務的醫療必需之住院。根據本合約所訂，會員必須在整個入院時段都住在醫院內，而同時醫院有向會員收取住房及膳食費。
最高賠償額	指根據本合約條款關於保障金額表中訂明之有關保障，經由保柏支付或賠償的最高限額。
醫療必需	指醫療上必需的醫療服務： i. 以正常及慣常費用就病症之診斷提供相應之治療； ii. 符合良好及謹慎的醫療標準； iii. 就有關診斷或治療而所需的； iv. 非純為會員、有關註冊西醫、物理治療師、麻醉科醫生或任何其他醫療服務供應商提供方便； v. 以最合適之程度向會員提供安全及有效的治療；及 vi. 住院非純為診斷掃描目的、影像學檢驗或物理治療。

會員	指年齡為15日至59歲之人士，而其名字顯示在會員證書為會員。
會員證書	指由保柏發給每位會員的證書。該證書上將顯示可不時修訂的會員姓名、合約生效日、保障範圍及其他資料。
正常及慣常	關於收費，指不超過在所提供服務的範疇具備同等經驗及專業資歷人士在相類似情況下提供服務所收取的平均合理費用；關於物料或服務，指不超過在獲取物料或服務的同一範疇基於相同質素及經濟因素考慮下相類似物料或服務收取的平均合理費用。
每年最高賠償額	指列於保障金額表內會員於每合約年度「 保障述要 」A項下可享有的每合約年度最高總賠償額。
海外緊急額外醫療保障	指在「 保障述要 」B項一欄所提及的保障。
物理治療師	指於香港或引致醫療費用的任何其他地方擁有最少等同香港《輔助醫療業條例》下的註冊物理治療師資格並從事以運動、人手治療及以機械能、熱能或電能就身體殘疾予以評估及醫治的具法定資格人士（會員本身、其親屬、家人及業務伙伴則除外，除非經保柏批准）。
已存在病症	指會員在保障開始日前（或如會員曾中止作為會員而其後再重新成為本合約下的會員，則指在其重新成為本合約下會員的最近日期前）已存在或出現徵狀的疾病或損傷。
私家房	指會員在住院期間入住只供私人使用的病房，該病房附有睡房及浴室，但不設廚房、飯廳或客廳。
註冊西醫	指於香港或引致醫療費用的任何其他地方擁有最少等同《香港醫生註冊條例》下的註冊西醫資格並提供西方醫療及外科手術服務的法定認可普通科醫生、專科醫生或任何人士（會員本身、其親屬、家人或業務伙伴除外，除非經保柏批准）。
保障金額表	指可不時修訂並列明保障項目及金額的表格，包括在合約簽發當日的保障金額表及其後根據「 一般條款 」第2項(e)及第12項(b)所更改的其他表格。
外科手術表	指附於本合約可不時修訂而無須事先通知會員的手術表及保柏之完整外科手術表，當中列明根據手術相對複雜程度釐定不同等級的手術。如手術並未列於此外科手術表，保柏將以同等難度及嚴重程度之手術作等級決定。
專科醫生	指保柏承認為專科醫生之註冊西醫或在香港醫務委員會之專科醫生名冊登記的註冊西醫或具等同香港醫務委員會之專科醫生名冊登記的註冊西醫的資歷並從事專科治療的人士。
投保人	指在會員證書上名為投保人的合約持有人。
保費	指投保人應繳付或已繳付予保柏保險費，就此保柏同意提供有關保障。
保費表	指可不時修訂並列明保費額的表格。
西藥	指經香港衛生署藥劑部或任何其他地方提供西醫或外科手術治療服務之等同法定機構合法註冊的藥物。

(b) 在詮釋本合約時：

- i. 稱為同類規則的規則不適用，因此，以「其他」一詞引述的一般詞語，不應由於前文有顯示特定行為、事項或事物類別的詞語而被賦予限制性的涵義；
- ii. 一般詞語不應由於隨後有擬由該一般詞語包含的特定例子而被賦予限制性涵義；
- iii. 本合約內的標題僅供參考之用，不應影響本合約任何條款的解釋及應用；及
- iv. 所提述的「本合約」或「合約」應指可不時修訂的本合約。所提述的條、節及表指本合約的條、節及表。

2. 合約

- (a) 本合約構成投保人與保柏之間之全部協議，而投保人的所有聲明將被視為陳述而非保證。
- (b) 任何關於本合約之條款及細則更改，包括但不限於增加、修改、改正及刪除，將不會有效，除非獲得保柏批准並經保柏之授權代表簽署同意。任何代理或經紀將不會獲授權代表保柏從事下列各項：
 - i. 刪除或更改本合約上任何條款及細則，或以書面或口頭的形式引入其他條款於本合約內；
 - ii. 提供陳述或同意任何先決條件，或簽訂任何抵押性質的合約；
 - iii. 接納投保人的任何要約或反要約；及
 - iv. 批核或拒絕任何在本合約下的索償。
- (c) 除因「**一般條款**」中第6項(a)、7項、11項(c)、20項及22項所指情況外，本合約不能在合約週年日前單方面終止。
- (d) 在「**一般條款**」中第6項(e)及12項(b)規限下，投保人可於合約週年日前一個月以書面通知保柏改動受保會員或保障等級，此等更改一經保柏批准將於合約週年日生效。
- (e) 在預先以書面通知投保人之情況下，保柏可不時更改保費、保障及合約條款及細則，唯此等更改須在續保時適用於相同產品的所有同一年齡的會員。此等更改將於合約週年日生效。如因會員年齡遞增而增加保費（如適用）則無需以書面通知投保人。

3. 首次登記

於本合約首次登記當日：

- (a) 會員必須為香港居民並於保障開始日的年齡為60歲以下；
- (b) 會員必須受保於實報實銷之團體醫療保單，而該團體保單由香港的保險業監督註冊之保險公司所簽發；
- (c) 會員並非「**一般條款**」中第7項所定義的美國或波多黎各自由邦的永久居民；
- (d) 投保人於保障開始日的年齡必須為18歲或以上；
- (e) 投保人必須持有任何在港有牌照銀行的有效港元支票或儲蓄戶口；及
- (f) 保柏保留權利拒絕申請。

4. 繳交保費

- (a) 必須於保柏正式收取並兌現本合約所須繳付的全數保費後，合約方開始或繼續生效（及合約下的保障方應計算或支付）。
- (b) 保費將於合約生效日、其後的繳費日及合約週年日到期繳交。除因「一般條款」中第20項所指情況外，所有已繳保費均不可退還。

5. 保障範圍及賠償

- (a) 在本合約條款及細則規限下，每位會員將於保障開始日享有保障。無論任何情況下支付的賠償將不會超過會員實際支付的費用。
- (b) 保柏將支付由註冊西醫、物理治療師、麻醉科醫生或任何其他醫療服務供應商所提供或不時監察之指定醫療必需服務。而有關治療程序或檢驗必須合乎保柏不時發出之最合適護理指引並於保柏認可的設施內進行。一切所需費用亦必須經合理步驟以減至最低。
- (c) 如純因紀錄錯誤，將不會令會員原應有效之保障失效，或原應已終止之保障可繼續生效。
- (d) 保柏將根據本合約有關保障所承擔的責任支付投保人或其指定之第三者，或以投保人與保柏就任何特定情況另行協定之其他方式支付。保柏將以自動轉賬形式支付會員的醫療費用予投保人；若戶口持有人非投保人，必須出示投保人之授權信。保柏保留絕對的權利拒絕有關安排。
保障一經保柏支付，將視為免除其在本合約之有關責任。
- (e) 會員所有的醫療費用必須先向任何法律或規例或其他保險計劃或其他途徑（如有）申請索償。未能獲得賠償的合資格醫療費用，可於本保障下以輔助保險形式作出賠償。
- (f) 如會員的部分或全數醫療費用可獲補償、償還、保險賠償或經由其他途徑以實報實銷發還，則「一般條款」中第10項(c)將適用。

6. 終止保障及合約

- (a) 以不受「一般條款」中第11項的應用原則限制下，如投保人或會員未有履行至高誠信的責任，保柏將有權終止會員的保障或合約，又或更改本合約的條款及細則。
- (b) 如保柏在任何一個保費到期日或之前未有收到有關會員（非投保人本人）的全數保費，保柏有權將有關會員之保障由保障開始日或其後的任何合約生效日（視情況而定）終止，並不需為該合約年度就該會員負上責任。
- (c) 會員於本合約下之保障將在下列最早出現的情況自行停止：
 - i. 本合約終止日；
 - ii. 會員於本合約下根據「一般條款」中第13項行使轉保權（如轉保時會員為保柏團體會員，則以「一般條款」中第13項d(iii)之條款為準）；
 - iii. 就有關會員年屆60歲緊隨之合約週年日；
 - iv. 根據「一般條款」中第7項或第22項，終止會員的保障的日期；
 - v. 按投保人根據「一般條款」中第6項(e)發出指示終止會員於本合約下的保障；
 - vi. 就會員最後支付的保費所保障的期間已屆滿；
 - vii. 會員失去於本合約下所訂定的會員資格當日；或
 - viii. 會員去世當日。
- (d) 本合約將在下列最早出現的情況下停止：
 - i. 所有會員終止保障；
 - ii. 所有會員於本合約下根據「一般條款」中第13項行使轉保權（如轉保時所有會員為保柏團體會員，則以「一般條款」中第13項d(iii)之條款為準）；
 - iii. 就所有會員年屆60歲緊隨之合約週年日；
 - iv. 保柏向投保人發出的終止通知之日期（如保柏決定終止此產品）；
 - v. 所有會員失去於本合約下所訂定的會員資格當日；或
 - vi. 投保人及 / 或所有會員去世當日之後一日。
- (e) 投保人可於合約週年日前最少10天以書面通知保柏終止會員的保障或本合約。終止將於合約週年日生效。

7. 居民身份

如會員的所在國家、會員的原居國或國籍所屬國家的法律（包括但不限於美國和日本），或任何其他對保柏或本合約適用的法律禁止保柏向當地國民、居民或公民提供醫療保障，保柏可終止相關會員的保障。該終止將立即生效或由合約週年日（如相關會員的保障獲准繼續有效至該日期）起生效。如投保人知悉任何會員於合約年度改變原居國或國籍，投保人須立即以書面通知保柏。即使上列條款已有任何規定，任何會員如成為美國或波多黎各自由邦的永久居民，相關會員的保障將不會在下一個合約週年日獲續保。「永久居民」指居於某國家並且身為該國公民或根據適用法律獲許在該國永久性居留及工作的人士。

本條款僅適用於保障開始日為2017年1月1日或以後的會員。

8. 索償程序

- (a) 在本合約下會員就任何醫療費用的索償，須透過保柏訂明的賠償申請表申請賠償，而所有有關該索償的必要文件正本須由會員或其代表於診所手術、日症手術或出院後90天內遞交，否則保柏絕對有權在不提供任何理由下拒絕是項索償。
- (b) 保柏可在合理情況下要求索償人遞交與索償有關的資料、證書、證明、醫療報告及其他有關數據或資料，而有關費用由索償人支付。
- (c) 保柏保留權利，在適當及合理情況下以自費形式在合約下的索償申請進行期間委派獨立醫務核驗人員替會員進行驗身。倘若會員去世，於其火化或埋葬前保柏必須得到盡早通知有關會員死因研訊的指定時間及地點並可在法律容許的情況下進行驗屍。
- (d) 除非獲得保柏另行同意及批准，保柏將不負責任何未能於保柏要求進一步資料之書面通知發出日後4星期內提供該等資料予保柏之索償。

9. 貨幣

保費及保障將以港幣支付。任何醫療費用以港幣以外幣值申請索償將以會員於診所手術當日、日症手術當日或出院當日在香港該貨幣兌港元之官方買入兌換率作換算。如並無該官方兌換率，則以保柏委任的銀行所核證之當時兌換率為準。

10. 不受保障項目

除非本合約另有特別註明，否則保柏將不會負責於下列情況下直接或間接引致的費用：

- (a) 已存在病症（已於申請表披露並於登記加入時獲保柏接納為承保範圍內則除外）。
- (b) 不是醫療必需的治療或檢驗。
- (c) 根據「一般條款」中第5項(f)，任何在法律或規例下或其他保險計劃內或從其他途徑可獲賠償之治療損傷或疾病費用，除非此等費用未能在該等法例或計劃內或其他途徑獲得賠償。
- (d) 在水療中心、天然治療中心、康復院、療養院、老人院或類似機構所提供之住宿、護理或服務的費用。
- (e) 手術性或非手術性整容或整形治療、聽覺測驗、常規驗血、例行檢驗、預防注射或接種疫苗、毛髮礦物質含量分析、健康補品或體重控制，及因視力不正常而引致之治療，包括但不限於常規視力測驗或所需之眼鏡或鏡片費用。
- (f) 先天性疾病、發育異常或遺傳性疾病。

- (g) 在本合約下成為會員後首5年內，因感染人體免疫力缺損病毒所引致的治療。
- (h) 性病及其後遺症。
- (i) 與懷孕有關的治療，包括診斷性產科檢查、生育、墮胎或小產；與男女任何一方的節育或絕育有關的治療；由於不育而直接或間接進行的治療，包括體外受孕或任何其他非自然或人工受孕方法；與性機能失常有關之治療，包括但不限於陽萎、不舉、早泄（不論任何原因導致）。
- (j) 誤用或服用過量藥物或受酒精影響、蓄意自傷身體或意圖自殺而直接或間接引致之治療。
- (k) 任何因參與犯罪活動而引致之損傷或疾病之治療。
- (l) 另類治療，包括但不限於中藥治療、針灸、穴位按摩、推拿、催眠治療、羅爾夫按摩療法、按摩治療、香薰治療。
- (m) 老年性痴呆（包括亞爾茲海默氏病）、帕金森氏病、心理病或精神病症，包括但不限於精神病、神經機能病、抑鬱、焦慮、神經性厭食、精神分裂、行為失常、譫妄症、失眠、神經衰弱等直接或間接引致的治療。
- (n) 購買或使用輔助器具，包括但不限於眼鏡、助聽器及其他設備例如輪椅、拐杖的費用。
- (o) 任何與牙齒或牙肉疾病有關的治療或檢查，因意外引致緊急入院治療或住院脫除阻生智慧齒則除外。但不包括該住院後之跟進治療。
- (p) 因戰爭、入侵、外敵行動、開戰（不論是否已宣戰）、內戰、暴動、革命、叛亂或軍人奪權、恐怖活動等直接或間接引致的治療。
- (q) 非醫療性服務，包括但不限於客人膳食、收音機、電話、影印、稅項（就醫療服務所徵收的增值稅或商品及服務稅除外）、醫療報告等費用。
- (r) 未經保柏批准之實驗性及/或最新醫療技術/程序。

11. 重要披露

- (a) 如會員不慎誤報其年齡或出生日期或其他相關資料而該誤報將影響有關保障的範圍或實際所需繳付的保費或本合約的條款，會員之真實年齡及事實將重新決定保障能否根據合約條款提供，及保費應作出的調整金額。若保費超額繳付，多繳部份將獲退還而不會作任何保障調升。
- (b) 保柏於履行本合約下之賠償責任前，會員及投保人須遵照及符合本合約下（與會員或投保人須進行或須符合的任何有關事宜）訂定的條款及細則並提供真確的陳述或聲明予保柏，而所有保柏在合理情況下索取資料作核實用途所引致的費用將由會員或投保人自行支付。
- (c) 倘下列任何一項事情發生，保柏有權自行決定終止本合約並要求投保人即時繳還就該事項曾支付予投保人或會員的保障及保留權利追討與終止本合約相關的費用：
 - i. 如投保人在申請表或當中任何陳述或聲明中不正確地提供可影響風險的重要事實；又或失實陳述；或漏報該等事實資料；
 - ii. 錯誤陳述、誤導或隱瞞以取得本合約或本合約之續保；或
 - iii. 提出任何虛假或誇大之索償。

12. 續保及保障更改

- (a) 合約有效期為自合約生效日起的一年，以保費的支付作為代價。若投保人繳付續保保費，本合約可根據保柏按照「**一般條款**」中**第2項(e)**釐定的續保保費、條款及細則每年自動及保證續保，直至所有會員年屆**60**歲緊隨之合約週年日（除非本合約已按照「**一般條款**」中**第6項、7項或22項**終止），而不會因為會員的索償記錄導致續保被拒。
- (b) 保柏將不接受任何於本合約內提出的保障等級提升申請。投保人可不時於合約週年日前一個月以書面向保柏申請降低保障等級。若保柏根據其不時決定的指引批准該更改保障之申請，更改將於合約週年日生效，會員自該更改之保障生效日起只能享有更改後的新保障，更改前的保障則會停止。

13. 轉保權

- (a) 會員可以保柏訂明的申請表行使本合約之轉保權，轉保至保柏卓康健/保柏童康健醫療保障計劃(新合約)，而無需可保證明，唯於新合約下之保障等級須不高於此合約之保障等級。
- (b) 新合約的保費將根據生效時會員已屆年齡及保柏當時所訂定的實際保費率而釐定。
- (c) 若會員於本合約或其保障終止前（視乎情況而定）未能行使此轉保權，其保障將自行終止。
- (d) 以下條款適用於當會員申請行使轉保權時為保柏團體會員：
 - i. 會員可於退休或離職時申請行使轉保權，行使轉保權的最後限期為年屆**60**歲緊隨之合約週年日當日或該會員保障終止日前（以較早者為準），會員須於新合約生效日最少一個月前遞交轉保申請。
 - ii. 新合約須緊接保柏團體醫療保單會籍終止後即時生效。
 - iii. 行使轉保權後，本合約將繼續為會員提供保障，直至合約週年日為止。
 - iv. 會員須符合保柏不時訂定的要求，包括但不限於在團體會籍終結並行使轉保權時，已連續成為保柏團體會員最少**6**個月。
 - v. 受保柏團體醫療保障的病症在新合約內獲得保障。其他在本合約於簽發時須以背書形式附加的額外個人不受保障項目，則在轉換新合約時，須連同新合約下之一般不受保障項目一併簽發。
 - vi. 受保柏團體醫療保障的病症在新合約的賠償額上限為以下兩項之中較低者為準：
~~— 新合約內住院及手術保障的大房級別。或經保柏特別批核的其他保障級別)的最高賠償額；或~~
~~— 從保柏智康健轉保至新合約時，會員於保柏團體醫療保單內的最高賠償額。~~
- (e) 以下條款適用於當會員申請行使轉保權時並非保柏團體會員，或未能符合「**一般條款**」中**第13項(d)**規定的保柏團體會員：
 - i. 會員須於年屆**60**歲緊隨之合約週年日當日或該會員保障終止日前（以較早者為準）申請行使轉保權，會員須於任何合約週年日前一個月遞交轉保申請。
 - ii. 若本合約於簽發時須以背書形式附加額外個人不受保障項目，則在轉換至新合約時，相同的不受保障項目亦須連同新合約下之一般不受保障項目一併簽發。

14. 合約持有及轉讓權

除非另行規定，保柏視投保人為本合約之絕對持有人，而在沒有保柏的書面同意下，本合約不能全部或部分轉讓或轉承予任何人士。

15. 自動歸還持有權

合約之持有權將於以下年齡緊隨之合約週年日自動由投保人歸還給會員：

- (a) 會員年屆**18**歲，但並沒有持有有效之全日制學生證明；或
- (b) 會員年屆**23**歲。

16. 法律訴訟

在以下情況不能向保柏提出任何法律行動：

- (a) 在根據本合約的要求下提交有關索償證據予保柏後不足**60**天；或
- (b) 在根據本合約的要求下須提交保柏有關索償證據當日起計一年後仍未提交該證據。

17. 有效時間及地域限制

有關本合約所提及之任何時間或日期將以香港時間上午**12時01分**開始計算，而在本合約之條款及細則訂明下，本合約將提供會員全球性的醫療費用保障。

18. 管限法律及司法管轄權

本合約將受香港法律的管限及闡釋，而在各方安排下就本合約使用的具管轄權司法程序，保柏只承認香港法院的司法管轄權。

19. 仲裁

任何在本合約下之糾紛及分歧將被轉介至香港國際仲裁中心並由該中心根據其本地仲裁條例決定和辦理。

20. 取消合約權益及退還保費

如合約生效日後沒有任何已支付賠償，投保人有權以書面通知取消此合約，並全數取回已付保費。唯有關通知必須由投保人簽署，並於合約生效日起計二十一天內交回保柏。取消合約權益並不適用於續保之合約。

21. 不設第三者權利

任何不是本合約某一方的人士或實體，不能根據香港法例第623章《合約（第三者權利）條例》強制執行本合約的任何條款。

22. 制裁及限制

在保柏認為合理的情況下，如任何相關司法管轄區（包括英國、歐盟、美國）的法律或國際法，禁止保柏（或保柏的集團公司及管理人）按照本合約提供任何保障或支付任何索償，保柏將不會提供任何保障或支付任何索償。如這類情況發生，保柏將通知投保人，除非通知投保人是違法行為或會妨礙保柏採取合理的安全性措施。在提供保障不會導致保柏（或保柏的集團公司及管理人）受到下列法規的任何制裁、禁制或限制的前提下，保柏方會按照本合約提供保障：

聯合國的決議；

歐盟、英國或美國的制裁、法律或規例；或

其他相關國際法。

保障述要

本合約將根據所載條款及細則並遵照保障金額表所示就疾病或損傷支付下列賠償。

A項 - 住院及手術保障

1. 在保障金額表列出每年最高賠償額、每病症(只適用於癌症及洗腎)或每次住院之墊底費及賠償率的規限下，此保障只支付會員有關下列(a)至(i)項在香港的住院、日症手術及診所手術所需合資格費用(若於香港以外因緊急情況之醫療事故而須入住當地醫院或於當地進行手術並獲註冊西醫簽署證明則除外)。

本A項之保障將支付因癌症而必須進行的乳房、頭部或頸部重建手術，而有關重建手術必須在乳房切除術或其他腫瘤切除手術同時或其後12個月內進行。

(a) 住房及膳食費保障

此保障將支付會員於接受西方醫療或服務的住院期間由院方徵收及發佈的住宿及膳食費用，而有關費用的賠償將等於會員住院期間實際被院方收取的住房及膳食費，唯有關保障將不可超過在保障金額表中適用之最高賠償額。

此保障並不包括私家或特別看護費及由訪客使用的住房及膳食費。

(b) 住房雜費保障

除於保障內刪除或省略或於保障金額表內另有規定，此保障將支付會員於住院期間、診所手術或日症手術(視乎情況而定)所需的下列服務費用，而有關費用賠償將等於實際被院方收取有關下列服務的費用，但以不超過在保障金額表中每年度所適用之最高賠償額為限：

- (a) 往來醫院的陸上救護運送服務；
- (b) 施行麻醉及氧氣；
- (c) 輸血；
- (d) 敷料及石膏；
- (e) 在醫院內使用的藥物及有助治療的物品；
- (f) 底片及診斷影像（包括磁力共振掃描、電腦斷層掃描及電子放射斷層掃描）的費用及診斷費；
- (g) 靜脈注射；
- (h) 實驗室化驗；
- (i) 有關化療及放射治療的測試及其藥物費；
- (j) 放射性同位素；
- (k) 在手術室內使用的物品；
- (l) 植入物包括但不限於支架及起搏器。

藥物及有助治療的物品包括所有西藥、IV輸液、敷料、繃帶、藥棉及其他於住院期間、診所手術或日症手術內（視乎情況而定）使用及消耗之醫療及護理物品；於手術用之儀器例如麻醉機、胃鏡、腸鏡、碎石機、X刀、數碼導航刀及伽瑪刀則不在此列。

(c) 深切治療保障

此保障將支付會員經主診註冊西醫建議下入住醫院的深切治療部而於住房及膳食費保障下賠償不足的費用，而有關費用賠償將等於實際被院方收取的費用，但以不超過在保障金額表中適用之最高賠償額為限。

(d) 外科醫生費及巡房費保障

此保障將支付註冊西醫及有關手術助理為會員進行住院手術、診所手術或日症手術（視乎情況而定）而收取的手術費，包括會員住院期間之巡房費用，而有關費用的賠償將等於實際就一位或以上之註冊西醫所收取的有關手術費及巡房費用，但在任何情況下以不超過在保障金額表中適用之最高賠償額為限。

(e) 麻醉科醫生費保障

此保障將支付會員在進行手術中除註冊西醫外另需麻醉科醫生為其提供麻醉服務的費用，但同一手術所需的外科醫生費及巡房費保障必須在本合約下同時可獲賠償；而有關費用賠償將等於實際專業麻醉科醫生為有關手術施行麻醉所收取的費用，但在任何情況下以不超過在保障金額表中適用之最高賠償額為限。

(f) 手術室費用保障

此保障將支付會員在醫院內因須進行任何手術而使用手術室的費用，此保障亦將支付因須進行日症手術而使用手術室的費用，但同一手術所需的外科醫生費及巡房費保障必須在本合約下同時可獲賠償；而有關費用賠償將等於實際就使用手術室，及在內使用的儀器所徵收的費用，但在任何情況下以不超過在保障金額表中適用之最高賠償額為限。

(g) 住院醫生巡房費保障

此保障將支付會員因非手術性治療而住院所需之註冊西醫巡房費，而有關費用賠償將等於實際註冊西醫所收取的有關診症費用，唯有關保障將不可超過在保障金額表中適用之最高賠償額。

以電話形式會診，即註冊西醫並無與會員實際會見及檢查，將不作賠償。

(h) 住院專科醫生費保障

此保障將支付會員在住院期間由專科醫生提供專科服務而收取的費用。病理學家、放射學家及物理治療師在住院期間所提供之服務將於此保障下支付。此等服務必須獲主診註冊西醫以書面轉介，除非由病理學家、放射學家及物理治療師所提供。

於此保障下支付之有關費用賠償將等於實際收取的有關服務費用，但在任何情況下以不超過在保障金額表中適用之每年最高賠償額為限。

此保障將不會支付：

- i. 於任何外科手術進行當日或之前或此手術後於療養期間內所獲得之治療，除非有關治療：
 - 1) 乃由施行該外科手術之外科醫生以外的專科醫生所提供，及
 - 2) 與需要上述外科手術之病症完全不相關之病症有關；或
- ii. 以電話形式會診，即專科醫生或物理治療師並無與會員實際會見及檢查。

(i) 住院加床費保障

此保障將支付會員於接受西方醫療或服務的住院期間由院方徵收及發佈的住院加床費用，而有關費用賠償將等於會員住院期間實際

被院方收取的住院加床費，唯有關保障將不可超過在保障金額表中適用之最高賠償額。

此保障並不包括訪客的膳食費。

2. 有關費用賠償將據如下公式計算：

$$\left[\begin{array}{l} \text{於住院、日症} \\ \text{手術或診所手} \\ \text{術期間所導致} \\ \text{並已支付的合} \\ \text{資格醫療費用} \end{array} \right] \text{減} \left[\begin{array}{l} \text{保障金額表所} \\ \text{示的住院及手} \\ \text{術保障之墊底} \\ \text{費或從其他途} \\ \text{徑對相同醫療} \\ \text{費單索償所得} \\ \text{的金額(以較高} \\ \text{者為準)} \end{array} \right] \text{乘} \left[\begin{array}{l} \text{保障金額表所示} \\ \text{的住院及手術保} \\ \text{障之賠償率} \end{array} \right] \text{乘} \left[\begin{array}{l} \text{此A項第4項列} \\ \text{出的調整值(如} \\ \text{適用)} \end{array} \right]$$

3. 此保障並不會就入住總統套房 / 貴賓房 / 豪華套房的住院費用而作出賠償。
4. 如會員入住之醫院住房級別較本合約指定下的為高，下列的調整值會與賠償率一併應用作為賠償計算：

<u>指定住房級別</u>	<u>實際入住級別</u>	<u>調整值</u>
半私家房	私家房	50%
大房	半私家房	50%
大房	私家房	25%

B 項 - 免費海外緊急額外醫療保障

此保障將支付因下列情況引致於香港以外所支付之合資格醫療費用：

- (a) 於香港以外發生之意外或醫療緊急情況，唯「**保障述要**」**A項**內有關保障必須耗盡；或
- (b) 會員經香港之專科醫生建議在醫療必需之情況下轉介至香港以外的地方接受治療並獲保柏批准。

有關費用的賠償將等於實際所收取的該等費用減去「**保障述要**」**A項**賠償（如適用），但在任何情況下以不超過在保障金額表中免費海外緊急額外醫療保障一欄所示的每年最高賠償額為限。

此保障對入住醫院之總統套房 / 貴賓房 / 豪華套房的費用；或有關覆診之費用均不作賠償。

Schedule of Surgical Operations (partial list)

外科手術表（節錄）

Description of Surgical Operations 外科手術分類項目	Classification of Operation 手術類別	
Heart 心臟		
Coronary artery bypass graft surgery 冠狀動脈搭橋手術		Complex 複雜
PTCA with stent insertion 經皮穿冠狀動脈血管成形術及支架內置術		Complex 複雜
PTCA without stent insertion 經皮穿冠狀動脈血管成形術（不設支架）		Major 大
Cardiac catheterisation (including coronary arteriography) 心導管插入術（包括冠狀動脈造影術）		Intermediate 中
Thyroid gland 甲狀腺		
Total thyroidectomy 甲狀腺完全切除術		Major 大
Bilateral subtotal thyroidectomy 雙側甲狀腺次全（亞全）切除術		Major 大
Hemi-thyroidectomy 甲狀腺單側切除術		Intermediate 中
Fine needle aspiration (FNA) / biopsy of thyroid gland 針取甲狀腺細胞手術 / 甲狀腺活組織檢查	Day Case 日症手術	Minor 小
Breast 乳房		
Partial / total mastectomy with axillary dissection / radical mastectomy		Major 大
乳房部份 / 完全切除術並包括腋下淋巴切除手術 / 根治性乳房切除術		
Lumpectomy or partial / total mastectomy with / without biopsy of sentinel lymph node		Intermediate 中
乳房腫瘤切除術或部份 / 完全乳房切除術（包括或不包括前哨淋巴腺活組織檢查）		
Incision and drainage of breast abscess 乳房膿腫切開及引流		Minor 小
Percutaneous fine needle biopsy of lesion of breast with / without ultrasound guided		
乳房病變經皮針吸活組織檢查（包括或不包括超聲波檢查）	Day Case 日症手術	Minor 小
Eye 眼部		
Unilateral / bilateral cataract extraction with insertion of intraocular lens 單側 / 兩側白內障摘除術包括晶體植入術		Intermediate 中
Laser photocoagulation / cryotherapy / radiotherapy of lesion of retina (and bilateral)		
視網膜病變激光凝固療法 / 冷凍療法 / 放射療法（包括兩側）		Intermediate 中
Excision / curettage / cryotherapy of lesion of eyelid(s) 眼瞼病變切除術 / 刮除術 / 冷凍療法	Day Case 日症手術	Minor 小
Exploration of conjunctiva (including removal of foreign body) 結膜探查（包括異物清除術）		Minor 小
Ear 耳		
Tympanoplasty / myringoplasty 鼓室成形術 / 鼓膜成形術		Major 大
Removal of foreign body from external auditory canal (and bilateral) 外耳道異物清除術（包括兩側）	Clinical Operation 診所手術	Minor 小
Myringotomy with / without insertion of tube 鼓膜切開術（包括或不包括置管）	Day Case 日症手術	Minor 小
Nose 鼻		
Functional endoscopic sinus surgery (FESS) 功能性鼻竇內窺鏡手術		Major 大
Septoplasty 鼻中隔成型術		Intermediate 中
Submucous resection of turbinate 黏膜下鼻甲切除術		Intermediate 中
Cauterisation of turbinate of nose (and bilateral) 鼻甲燒烙術（包括兩側）	Clinical Operation 診所手術	Minor 小
Packing of cavity of nose (as sole procedure) 鼻腔填法（作為獨立手術）	Clinical Operation 診所手術	Minor 小
Antral puncture and wash-out (and bilateral) 鼻竇穿刺術及清洗（包括兩側）	Day Case 日症手術	Minor 小
Nasal / sinus endoscopy 鼻 / 鼻竇內窺鏡檢查	Day Case 日症手術	Minor 小
Throat 咽喉		
Laryngoscopy / microlaryngoscopy with or without biopsy / removal of lesion	Day Case 日症手術	Minor 小
喉鏡 / 電子顯微喉鏡檢查（包括或不包括活組織檢查 / 病變切除）		
Fibreoptic examination of trachea and bronchus including biopsy / removal of foreign body		
氣管及支氣管纖維內窺鏡檢查（包括活組織檢查 / 異物清除術）		Minor 小
Tonsillectomy (and bilateral) 扁桃腺切除術（包括兩側）		Minor 小
Adenotonsillectomy (and bilateral) 增殖腺扁桃體切除術（包括兩側）		Minor 小
Lungs 肺		
Lobectomy (any approach) 肺葉切除術（任何方式）		Major 大
Surgical thoracoscopy with pleurodesis 胸腔鏡手術與胸膜黏合術		Major 大
Pleural biopsy (open) 胸膜活組織檢查（開放性）		Intermediate 中
Bronchoscopy 支氣管鏡檢查		Minor 小
Percutaneous lung biopsy 經皮針刺肺活組織檢查		Minor 小
Tapping of pleural effusion (thoracentesis) 抽肺積水（胸腔穿刺）		Minor 小
Oesophagus and stomach 食道及胃		
Partial / total gastrectomy with / without removal of lesion 部份 / 全胃切除術 (包括或不包括病變切除術)		Major 大
Upper G.I. endoscopy with / without biopsy / removal of lesion	Day Case 日症手術	Minor 小
上消化道內窺鏡檢查及治療（包括或不包括活組織檢查 / 病變切除術）		
Appendix 闌尾		
Appendectomy / laparoscopic appendectomy 闌尾切除術 / 腹腔鏡闌尾切除術		Intermediate 中
Large intestine and anus 大腸及肛門		
Haemorrhoidectomy / stapled haemorrhoidectomy 痔瘡切除術（內 / 外） / 吻合器痔瘡切除術		Intermediate 中
Excision / closure of anal fissure / of anal fistula 肛裂切除術 / 肛口閉合術		Intermediate 中
Colonoscopy with / without excision biopsy / removal of lesion		
結腸內窺鏡檢查及治療（包括或不包括活組織檢查 / 病變切除術）	Day Case 日症手術	Minor 小
Sigmoidoscopy with / without biopsy / removal of lesion		
乙狀結腸內窺鏡檢查（包括或不包括活組織檢查 / 病變切除術）	Day Case 日症手術	Minor 小
Injection / banding of haemorrhoids 痔瘡注射 / 結紮	Clinical Operation 診所手術	Minor 小

Description of Surgical Operations 外科手術分類項目		Classification of Operation 手術類別	
Liver, gall bladder and bile duct 肝、膽囊及膽管			
Liver transplantation including recipient hepatectomy 肝臟移植術包括受者肝臟切除術			Complex複雜
Partial hepatectomy 部份肝臟切除術			Complex複雜
Cholecystectomy with / without exploration of common bile duct 膽囊切除術（包括或不包括膽總管探查）			Major 大
Laparoscopic cholecystectomy with / without preoperative cholangiogram			
腹腔鏡膽囊切除術（包括或不包括手術前膽管造影術）			Major 大
Urinary tract 泌尿系統			
Extracorporeal shock wave lithotripsy 體外震波碎石法			Intermediate 中
Endoscopic examination of bladder (including biopsy) 膀胱內窺鏡檢查（包括活組織檢查）	Day Case 日症手術		Minor 小
Genital tract - male 男性生殖系統			
Radical prostatectomy (any approach), reconstruction of bladder neck including bilateral pelvic lymphadenectomy			
根治性前列腺切除術（任何方法），包括重建膀胱頸及骨盆兩側淋巴結切除術			Complex複雜
Prostatectomy 前列腺切除術			Major 大
Circumcision 包皮環切術			Minor 小
Genital tract - female 女性生殖系統			
Radical hysterectomy and lymphadenectomy (Wertheim's) 根治性子宮切除及淋巴結切除術			Complex複雜
Subtotal / Total hysterectomy (including abdominal / laparoscopically assisted / laparoscopic / vaginal approach) with / without removal of adnexa			
子宮次全 / 完全切除術（包括經腹手術 / 腹腔鏡輔助手術 / 腹腔鏡手術 / 經陰道式手術）包括或不包括附件切除			Major 大
Laparoscopic myomectomy 經腹腔鏡子宮肌瘤切除術			Major 大
Unilateral / bilateral oophorectomy and salpingectomy (as sole procedure) 單側或兩側卵巢及輸卵管切除術（作為獨立手術）			Intermediate 中
Abdominal / vaginal approach myomectomy 經腹子 / 經陰道進行宮肌瘤切除術			Intermediate 中
Laparoscopy and therapeutic procedures including laser, diathermy and destruction e.g. endometriosis, adhesiolysis, tubal surgery			
腹腔鏡檢查及治療（包括激光療法及透熱療法，例如治療子宮內膜異位症、盆腔黏連、輸卵管手術）			Intermediate 中
Laparotomy / laparoscopic ovarian cystectomy (and bilateral) 開腹 / 經腹腔鏡卵巢囊腫切除術（包括兩側）			Intermediate 中
Hysteroscopy with / without dilation and curettage with / without removal of lesion			
宫腔鏡（包括或不包括子宮擴張刮術）（包括或不包括病變切除術）			Intermediate 中
Excision / marsupialisation of Bartholin's gland / cyst 巴多林氏腺的切除或袋形縫合術			Intermediate 中
Dilatation of cervix uteri and curettage of uterus including polypectomy and diathermy of cervix			
子宮頸擴張及子宮內膜刮除術（包括息肉切除術及子宮透熱療法）			Minor 小
Colposcopy (including biopsy, treatment of lesion of cervix uteri by cauterization, laser, diathermy, etc)			
陰道鏡檢查（包括活組織檢查及使用燒烙激光透熱等方法治療子宮頸部病變等）	Day Case 日症手術		Minor 小
Skin and subcutaneous tissue 皮膚及皮下組織			
Malignant melanoma excision including flap grafting 惡性黑色素瘤切除術包括皮瓣移植			Intermediate 中
Excision of lesion of skin / subcutaneous tissue 皮膚或皮下組織病變切除術	Clinical Operation 診所手術		Minor 小
Curettage / cryotherapy of lesion of skin including cauterisation			
皮膚病變刮除術 / 冷凍療法包括燒烙術	Clinical Operation 診所手術		Minor 小
Primary suture of wound with involvement of deeper tissue 傷口縫合術包括深層皮膚組織	Day Case 日症手術		Minor 小
Removal of foreign body in deeper tissue 深層組織內異物清除術	Day Case 日症手術		Minor 小
Drainage of lesion of skin including abscess 皮膚病變、膿腫引流術	Clinical Operation 診所手術		Minor 小
Fine needle aspiration cytology 針取細胞術	Day Case 日症手術		Minor 小
Drainage of lesion of lymph node 淋巴結病變引流術	Day Case 日症手術		Minor 小
Abdominal wall 腹			
Primary repair of inguinal hernia, bilateral 腹股溝疝修補術，兩側			Major 大
Primary repair of inguinal hernia, unilateral 腹股溝疝修補術，單側			Intermediate 中
Bones and joints 骨及關節			
Total knee replacement 全膝關節置換			Major 大
Total hip replacement 全髖關節置換			Major 大
Arthroscopy for diagnosis and / or treatment 關節鏡進行之檢查及 / 或治療			Intermediate 中
Repair / reconstruction of ruptured Achilles tendon 跟腱斷裂後修補 / 重建術			Intermediate 中
Closed reduction of fracture with / without application of plaster of Paris 骨折閉合性復位術（包括或不包括石膏固定）			Minor 小
Removal of fracture implant (except spinal implant) 拆除骨折植入物（脊椎植入物除外）			Minor 小
Excision of ganglion 腱鞘囊腫切除術	Day Case 日症手術		Minor 小
Release of constriction of tendon sheath 肌腱狹窄鬆解術	Day Case 日症手術		Minor 小
Joint aspiration / injection 關節抽液 / 注射	Clinical Operation 診所手術		Minor 小
Chemotherapy 化療			
	Day Case 日症		Non-surgical 非手術
Radiotherapy 放射治療			
	Day Case 日症		Non-surgical 非手術

For operations not listed in this Schedule of Surgical Operations and not expressly excluded herein by any other condition of the Contract, Bupa will pay a Benefit using a classification at its own discretion depending on the complexity of the surgery involved.
凡手術未列於此外科手術表內，同時亦未有任何合約條款及細則明確表示屬保障範圍以外，保柏將根據有關手術之複雜程度，自行決定手術類別而作賠償。

This Schedule of Surgical Operations is for reference only, and is subject to change from time to time without prior notice.
此外科手術表只供參考用，如有任何更改，恕不另行通知。

In the event of any discrepancy in respect of the meaning between the Chinese version and English version in the Contract, the English version shall prevail.
本合約內中、英文之意思如有任何差別，概以英文為準。

— End of Contract —
— 合約完 —

NOTE

Bupa (Asia) Limited
保柏(亞洲)有限公司

18/F, Berkshire House
25 Westlands Road
Quarry Bay, Hong Kong
香港鰂魚涌華蘭路25號
栢克大廈18樓

Customer Care helpdesk
客戶服務專線 : (852) 2517 5333

Facsimile傳真 : (852) 2548 1848



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