

滙豐自願醫保靈活計劃

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條款及細則

第一部分 保險條文及保單

保險條文

本**條款及細則**，連同**保障表**(包括**手術表**)及政府認可的相關**補充文件**(下簡稱「**條款及保障**」)，適用於以下由**本公司**按**自願醫保計劃**(下簡稱「**自願醫保**」)提供的**認可產品** —

認可產品類別：	靈活計劃
認可產品名稱：	滙豐自願醫保靈活計劃

在本**條款及保障**生效期間，若**受保人**罹患**傷病**，**本公司**必須按本條文賠償**合資格費用**。

所有賠償予**保單持有人**的保障，必須按**合資格費用**的實際金額作實報實銷賠償，並受本**條款及保障**和**保單資料頁**內列明的最高賠償額及分擔費用安排(如有)所規限。

保單

保單持有人與**本公司**均同意 —

1. 所有對本**條款及保障**的修訂必須按本**條款及細則**執行，否則該修訂不應視為有效。
2. 在**投保申請文件**內所有由**受保人**或為**受保人**作出的陳述均被視為申述，而非保證。
3. 在**投保申請文件**內及按本**保單**所要求，所有由**受保人**或為**受保人**作出的陳述及提供的資料，必須盡其所知所信，絕對真誠地提出。
4. 當**保單持有人**繳交全數首期保費後，本**條款及保障**將按**保單資料頁**內所列的**保單生效日**起生效。
5. 在本**條款及保障**生效及每次**續保**時，當以下兩者 —
 - (a) 本**保單**的**條款及保障**；及
 - (b) 按第四部分第 1(a) — (c) 節所述**政府**所訂定**標準計劃條款及保障**的版本，有任何互相抵觸或不相符之處時，
 - (i) 只要涉及**標準計劃條款及保障**的範圍，將以對**保單持有人**或**受保人**較有利的條款及保障為準；及
 - (ii) 只要涉及**標準計劃條款及保障**的範圍，對**保單持有人**或**受保人**加設額外約束或限制的條款及保障應視為無效。

上述 (i) 及 (ii) 項的規定皆不適用於本第一部分第 7 節、第六部分第 1(b) 及第 5 節和**政府**可能不時批准的其他豁免事項。

在以**標準計劃條款及保障**相關的條款及保障為準的情況下，有關條款及保障將被視作本**保單**的條款及保障的一部分。為免存疑，除了本第一部分第7節、第六部分第1(b)及第5節和**政府**可能不時批准的其他豁免事項外，**保單持有人**或**受保人**在本**保單**的條款及保障下所享有的權利、權力、保障或權益，不得差於其在**標準計劃條款及保障**下可享有的權利、權力、保障或權益(包括若**保單持有人**基於**受保人**獲得該等權利、權力、保障或權益的情況)。

6. 在本**條款及保障**生效或每次**續保**時，若本**保單**的保障範圍超過或有別於**標準計劃條款及保障**的保障範圍，即使涉及的條款及保障與**標準計劃條款及保障**有所不同，亦不會構成本第一部分第5節所述有抵觸或不相符的情況。
7. **本公司**可以在首次簽發本**條款及保障**時，對**受保人**於**投保申請文件**內知會**本公司**的**投保前已有病症**，及其他會影響其投保風險的因素，加設**個別不保項目**。
8. **本公司**確認，作為核保程序的一部分，**本公司**有責任向**保單持有人**及**受保人**在**投保申請文件**內提問所有影響核保決定的資料。若**本公司**要求**保單持有人**及／或**受保人**披露，在遞交**投保申請文件**後至**保單簽發日**或**保單生效日**(以較早日期為準)前，相關資料的更新或改動，**本公司**必須明確地向**保單持有人**及**受保人**作出該要求(包括但不限於列載於投保申請表內)，在這情況下，**保單持有人**及／或**受保人**均有責任知會**本公司**相關資料的更新及改動。每位**保單持有人**及**受保人**均有責任回覆問題，並披露問題所要求的重要事實。**本公司**同意，若在**投保申請文件**內未有包括任何相關問題，將被視為**本公司**豁免**保單持有人**及**受保人**披露有關所需資料的責任。
9. **投保申請文件**中所有問題及要求的資料必須充分具體及明確，並符合**自願醫保**的規則及規例，協助**保單持有人**及**受保人**(按情況而定)理解所需披露的資料，從而提供清晰而明確的回覆。如有爭議，**本公司**必須負舉證責任，證明問題充分具體及明確。
10. 若**保單持有人**或**受保人**未有按本第一部分第8或9節披露有關資料，而相關的披露會對**本公司**的核保決定帶來實質影響時，**本公司**有權行使按第二部分第13及14節所賦予的權利。

第二部分 一般條件

1. 合約詮釋

- (a) 按條款解釋所需，本**條款及保障**內表示男性性別的用詞，其含義將包括女性性別；單數用詞的含義將包括複數，反之亦然。
- (b) 所有標題均作方便參考之用，不應影響本**條款及保障**的詮釋。
- (c) 所列時間均為**香港**時間。
- (d) 除另行釋義外，本**條款及保障**內以斜體標註的詞彙需以第八部分所載涵意詮釋。

本**條款及保障**備有中文及英文版本。兩者均為正式版本，具相同效力。若兩者存有歧義，必須以較有利**保單持有人**的詮釋為準。

就相同的保障範圍而言，若本**保單**內任何條款及保障存有歧義，必須以較有利**保單持有人**的詮釋為準。在這情況下，除了本第一部分第7節、第六部分第1(b)及第5節和**政府**可能不時批准的其他豁免事項外，任何對本**條款及保障**的限制將被視為無效。

2. 冷靜期內取消條款及保障的安排

保單持有人可在冷靜期內行使權利取消本**條款及保障**及獲發還全數已付保費，但行使此項權利時，必須符合以下條件 —

- (a) 取消要求必須由**保單持有人**簽署，並確保**本公司**於以下日期後起計的二十一(21)日內收到該要求，並以較先者為準 —
 - (i) 本**條款及保障**和**保單資料頁**交付至**保單持有人**或其代表；或
 - (ii) 向**保單持有人**或其代表發出通知書，列明本**條款及保障**和**保單資料頁**已備妥及冷靜期何時屆滿；及
- (b) 若曾獲賠償或將獲得賠償，則不獲發還保費。

上述權利並不適用於**續保**。

行使此項權利時，**保單持有人**必須 —

- (c) 退回本**條款及保障**和**保單資料頁**正本；及
- (d) 附有**保單持有人**簽署的信件(或以其他**本公司**接受的方式)要求取消本**條款及保障**。

在完成上述程序後，**本公司**將取消本**條款及保障**及全數發還已付保費。在此情況下，本**條款及保障**將被視為由**保單生效日**起無效，**本公司**亦無須承擔任何賠償責任。

3. 取消保單

冷靜期過後，若**保單持有人**在該**保單年度**期間沒有就本**條款及保障**獲得任何賠償，**保單持有人**可以在三十(30)日前以書面方式通知**本公司**要求取消本**條款及保障**。

此權利在首個(及其後的)**保單年度**的**條款及保障續保**後仍然適用。

4. 保障權益

若**受保人**接受**醫療服務**招致**合資格費用**，則需按招致該費用時適用的**條款及保障**作出賠償。不論如何，按本第二部分第15節，於本**保單**終止後三十(30)日內所招致的**合資格費用**，必須按本**保單**終止生效日的前一日適用的**條款及保障**作出賠償。

5. 轉讓

保單持有人不得轉讓本**條款及保障**的部分的權利、保障、義務及責任。**保單持有人**必須保證在本**條款及保障**的任何應付款項均不受任何信託、留置權或費用所約束。

6. 文書錯誤

任何文書記錄錯誤，將不會令原應有效的保障失效，或令原應終止的保障繼續生效。

7. 付款貨幣

任何以外幣索償的**合資格費用**，必須按**保單持有人**或**受保人**支付實際**合資格費用**當日，該貨幣在香港銀行公會發布的貨幣開市參考賣出牌價兌換成**港元**。若當日沒有可參考的兌換率，**本公司**必須參考緊接當日後的最新兌換率。若香港銀行公會沒有該外幣的兌換率，**本公司**會以**本公司**使用的銀行認可兌換率作為最終的安排。

8. 利息

除非另有列明，本**條款及保障**的一切賠償及費用均不會計算利息。

9. 本公司的責任

本公司必須時刻絕對真誠地履行本**保單**中列載的責任，並遵守**自願醫保**的規則及規例、**保險業監管局**頒布的有關指引，以及所有適用的法律及規例。

10. 規管法律

本**保單**必須在**香港**簽發並受**香港**法律管轄及闡釋。**本公司**及**保單持有人**均同意遵從**香港**法院的司法裁判權。

11. 排解糾紛

本公司及**保單持有人**必須盡力以友善方式解決就本**保單**所出現的糾紛、爭議及分歧，包括與本**保單**的有效性、無效性、條款違反或終止相關的事宜。如未能解決，在有關糾紛轉介至**香港**法院前，雙方亦可以(但沒有責任)透過各種另類排解糾紛程序處理，包括但不限於在雙方同意下以調解或仲裁方式進行。

雙方需要自行承擔另類排解糾紛程序的服務費用。

12. 責任

保單持有人及**受保人**必須遵守本**保單**條款的各項，並確定**投保申請文件**及聲明中的資料及申述均為正確，否則**本公司**將無須承擔本**保單**所訂明的任何責任。儘管有上述規定，除非因為**保單持有人**及**受保人**不遵守本**保單**條款，或在**投保申請文件**及聲明中提供失實的資料及申述，導致**本公司**的權益有實質的損失，否則**本公司**不得拒絕承擔本**保單**所訂明的責任。

13. 錯誤申報個人資料

在不損害**本公司**按本第二部分第14節中的權利(即因健康資料的失實陳述或欺詐的情況宣告**保單**無效的權利)下，若在**投保申請文件**或任何其後就相關申請(若**本公司**在第一部分第8節提出要求，則包括相關必需資料的任何更新及改動)，提交予**本公司**的資料或文件中錯誤申報**受保人**的非健康相關資料(包括但不限於**年齡**、性別或吸煙習慣)，從而可能影響**本公司**作出的風險評估，**本公司**可按正確資料調整過去、現在或未來**保單年度**的保費。若**保單持有人**因此需補交額外保費，**本公司**不會在補交前支付任何賠償。若**保單持有人**在**本公司**通知的保費到期日後三十一(31)日的寬限期內仍未補交保費，**本公司**有權行使本第二部分第15節賦予的權利，自保費到期日起終止本**保單**。若有多繳保費，**本公司**則必須予以退還。

若按**受保人**的正確資料及**本公司**的核保指引，認為**受保人**的投保申請應當被拒絕時，**本公司**有權宣告本**保單**自**保單生效日**起無效，並通知**保單持有人**，本**保單**不會為**受保人**提供保障。在此情況下，**本公司**將 —

- (a) 有權追討已支付的賠償；及
- (b) 有責任退還已繳交的保費，

兩者均適用於現**保單年度**及過往所有**保單年度**，**本公司**亦有權收取合理的行政費用。上述退款安排必須與本第二部分第14節一致。

14. 失實陳述或欺詐

本公司有權在下列情況下，宣告本**保單**自**保單生效日**起無效，並通知**保單持有人**，本**保單**不會為**受保人**提供保障 —

(a) 在**投保申請文件**，或在**投保申請文件**或任何其後就相關申請提交予**本公司**的資料或文件，其所作出的陳述或聲明中，就**受保人**健康狀況的重要事實作出失實聲明或遺漏資料(若**本公司**在第一部分第8節提出要求，則包括相關必需資料的任何更新及改動)。「重要事實」包括但不限於由**本公司**要求提供、會影響**本公司**對**受保人**的核保決定的事實，若披露該事實**本公司**有可能因而徵收**附加保費**，增加**個別不保項目**或拒絕投保申請。為免存疑，本(a)段並不適用於本第二部分第13節關於**受保人**非健康相關資料；或

(b) 在**投保申請文件**中或索償時，作出欺詐或有欺詐成分的申述。

本公司必須負舉證責任證明(a)及(b)為真確。按第一部分第8或9節，**本公司**有責任查詢所有影響核保決定的重要事實。

在(a)的情況下，**本公司**將 —

- (i) 有權追討已支付的賠償；及
- (ii) 有責任退還已繳交的保費，

兩者均適用於現**保單年度**及過往所有**保單年度**，**本公司**亦有權收取合理的行政費用。

在(b)的情況下，**本公司**將 —

- (iii) 有權追討已支付的賠償；及
- (iv) 有權不退還已繳交的保費。

15. 終止保單

本**保單**將在以下情況時自動終止，以最先者為準 —

- (a) 按本第二部分第13節或第三部分第3節規定，**保單持有人**在寬限期屆滿時仍未繳交保費；或
- (b) **受保人**身故翌日；或
- (c) **本公司**不再獲《**保險業條例**》授權承保或繼續承保本**保單**。

若**保單**按本第 15 節終止，將以終止生效日的 00：00 時起失效。

在本**保單**終止後，本**保單**的保障亦即告終止。除非另有說明，任何現**保單年度**及過往所有**保單年度**已繳交的保費，均不獲退還。

若**保單**是按 (a) 終止，終止生效日為未付保費的原到期日。

若**保單**是按 (b) 或 (c) 終止，則**本公司**必須按比例退還現**保單年度**已支付的相關保費。

若**保單持有人**按本第二部分第 3 節或第四部分第 1 節(視情況而定)，決定取消本**保單**或不再續保，本**保單**亦會被終止，惟**保單持有人**必須向**本公司**提供所需的書面通知作實。若本**保單**是按本第二部分第 3 節的規定終止，則終止的生效日為**保單持有人**發出的取消通知中所述的日期，但該日期不得在本第二部分第 3 節要求的通知期開始前或通知期內。若**受保人**未按第四部分第 1 節的規定續保，則終止的生效日為本**保單**最後有效的**保單年度**屆滿後的續保日。

若本**保單**是按本第 15 節 (a) 或 (c) 終止，而**受保人**在**保單**終止前罹患**傷病**並因此**住院**或接受**訂明非手術癌症治療**，則就有關**傷病**的**住院**或治療，所招致的**合資格費用**仍可獲得保障，直至 (i) **受保人**出院或完成治療或 (ii) 本**保單**終止後的第三十 (30) 日，以較先者為準，並按本**保單**終止生效日前一日適用的**條款及保障**作出賠償。**本公司**有權從任何保障賠償中扣除按本第二部分第 13 節所指的所有到期未付的保費。

為免存疑，若本**保單**包含**認可產品**以外的其他附加保障，當**本公司**取消或縮減這些附加保障時 —

- (d) 本**認可產品**的**條款及保障**會繼續生效，不帶來負面影響；及
- (e) 對本**條款及保障**中根據**認可產品**簽發的部分的延續性，以及對**本公司**繼續符合承保本**條款及保障**的牌照要求均不帶來負面影響。

16. 致本公司的通知

本公司要求**保單持有人**必須以書面，或其他獲得**本公司**認可的方式，發出所有致**本公司**的通知，並必須以**本公司**為收件人。

17. 致保單持有人的通知

本公司就本**保單**發出的通知必須以郵寄方式寄到**保單持有人**通知**本公司**的最新地址，或透過電子郵件傳送到**保單持有人**通知**本公司**的最新電郵地址。在下列情況下，**保單持有人**將被視為正式收到通知 —

- (a) 郵寄後兩 (2) 個工作日；或
- (b) 電子郵件的發出日期及時間。

18. 其他保障

若**保單持有人**擁有本**認可產品**以外的其他保障，**保單持有人**將有權向該等保障或本**認可產品**進行索償。不論如何，若**保單持有人**或**受保人**已從其他保障索償全部或部分費用，則**本公司**只會對未被其他保障賠償的**合資格費用**(如有)作出賠償。

19. 保單擁有權及責任的履行

本公司將以**保單持有人**為本**保單**的絕對擁有人，**本公司**無須確認**保單持有人**外的其他方於本**保單**中的衡平法權益或其他利益。賠償保障利益予**保單持有人**將被視為**本公司**已充分及有效履行本**保單**上的責任。

20. 更改保單擁有權

由**本公司**酌情決定並經批准後，**保單持有人**可透過**本公司**指定的表格，轉移本**保單**的擁有權。表格必須交予**本公司**，並經由**本公司**批核。**本公司**必須處理本**保單**續保時提出的轉移擁有權申請，並不得向**保單持有人**及其承繼人收取行政費用。轉移保單擁有權必須在**本公司**向原**保單持有人**及其承繼人發出書面通知批准後方為生效。自擁有權轉移生效日起，承繼人將被視為**保單持有人**，並按本第二部分第19節成為本**保單**的絕對擁有人，同時必須負責繳交保費(包括到期未付的保費)。

本公司不可否決**保單持有人**轉移保單擁有權至下列人士的申請 —

- (a) 年滿十八(18)歲的**受保人**；
- (b) **受保人**的家長或**監護人**(如**受保人**為**未成年人**)；或
- (c) 按**本公司**當時適用的核保的慣常做法下，可接受的**受保人**的親屬。**本公司**必須備妥該等核保慣常做法以供**保單持有人**查閱。

本公司有權要求**保單持有人**在**受保人**年滿指定**年齡**時，將本**保單**擁有權轉移至**受保人**。惟**本公司**在接受本**保單**申請時，必須以書面形式明確通知**保單持有人**此項安排。

21. 保單持有人身故

保單持有人可預先提名一人，在其身故時成為本**保單**的承繼人。若**保單持有人**生前未有提名任何承繼人，或指定承繼人拒絕接受本**保單**的轉移，本**保單**的擁有權將轉移至 —

- (a) 年滿十八(18)歲的**受保人**；或
- (b) **受保人**的家長或**監護人**(如**受保人**為**未成年人**)。若家長或**監護人**拒絕接受本**保單**的轉移，本**保單**的擁有權將轉移至**保單持有人**的遺產管理人或執行人。

上段所述**保單**擁有權的轉移必須在**本公司**獲得**保單持有人**身故的充分證據後方可進行。

22. 第三者權利

任何非本**保單**合約一方的人士或法人，不能按《合約(第三者權利)條例》(香港法例第623章)強制執行本**保單**的任何條款。

23. 代位追討權

在本**公司**按本**保單**支付賠償後，**本公司**有權以**保單持有人**及／或**受保人**的名義，對可能需就導致本**保單**作出賠償的事故負責的第三者進行追討。**本公司**需支付所涉及費用，討回的款項亦歸**本公司**所有，並以**本公司**就本**保單**支付該事故的賠償金額為限。在追討過程中，**保單持有人**及／或**受保人**必須提供全部或已知的第三者過失詳情及充分與**本公司**合作。為免存疑，上述代位追討權只適用於當第三者並非**保單持有人**或**受保人**的情況。

24. 對第三者的訴訟

按本**保單**所述，**保單持有人**或**受保人**對任何**註冊醫生**、**醫院**或其他醫療服務提供者，因任何原因或理由所提出的損害進行訴訟或另類排解糾紛程序，**本公司**並無責任參與、就其作出回應或辯護(或支付其相關的費用)，當中包括但不限於就以下情況出現的訴訟或另類排解糾紛程序：按本**保單**的條款，因檢查或治療**受保人**的**傷病**，過程中所牽涉及的疏忽、失職、專業失當行為或其他事件。

25. 寬免

任何合約一方寬免合約另外一方違反本**保單**條文的情況，將不會被視為獲得日後違反該條文或任何其他條文的寬免。任何一方不行使或延遲行使本**保單**下任何權利時，亦不會被釋義為該權利的寬免。任何寬免必須經**本公司**及**保單持有人**雙方同意，方可生效，而合約雙方仍須履行寬免範圍外，本**保單**所列的權利及責任。

26. 遵守法律

若本**保單**在適用於**保單持有人**或**受保人**的法律下已經或將會不合法，**本公司**有權從被判定為不合法日期起終止本**保單**，並需要按比例退還本**保單**終止後期間已收取的保費。

27. 個人資料私隱

本公司必須遵守《個人資料(私隱)條例》(香港法例第486章)及有關守則、指引及通函。

第三部分 保費條文

1. 應付保費

本**條款及保障**的應支付保費僅包括 —

- (a) 按**本公司**現行採用的**標準保費**表內的**標準保費**；及
- (b) **附加保費**(如適用)。

2. 繳交保費

應付的保費金額會在本**保單資料頁**及／或第四部分第3節所指的**續保**通知內列明。不論是按每個**保單年度**或經**本公司**同意下以分期方式繳交的保費，均需在保費到期日前繳交，**本公司**才會支付賠償。除非在本**保單**中另有說明，保費一經繳交將不獲退還。

保費到期日、**續保日**及**保單年度**均參照**保單資料頁**及／或第四部分第3節所指的**續保**通知內指明的**保單生效日**釐定。第一期保費將於**保單生效日**到期。

3. 寬限期

本公司將給予**保單持有人**三十一(31)日繳交保費的寬限期，由每期保費到期日起計。本**保單**於寬限期內仍然生效，惟在收到保費前，**本公司**於該期間內不會支付任何賠償，直至保費已獲繳清。若在寬限期屆滿後**保單持有人**仍未繳清保費，本**保單**即於保費到期日起當日終止。

第四部分 續保條文

本**條款及保障**會在繳交保費後於**保單生效日**起生效，並按本第四部分條款在每個**保單年度續保**，保證**續保**受保人至**年齡**一百(100)歲。

1. 續保

本公司將按下列(a)-(c)段**續保**本**條款及保障**：

- (a) 除**本公司**不再獲《**保險業條例**》授權承保本**條款及保障**，或終止與**政府**註冊為**自願醫保**的產品提供者，或**保單持有人**按照第二部分第3節所述，於三十(30)日前以書面通知**本公司**決定不**續保**本**條款及保障**的情況外，將按以下安排**續保**：本**條款及保障**將按不差於**續保**時由**政府**公布最新版本的**標準計劃條款及保障**(當中第一部分第7節、第六部分第1(b)及第5節和**政府**不時批准的其他豁免事項則除外)自動**續保**。

- (b) 若**本公司**於**續保**時將會或已終止與**政府**註冊為**自願醫保**的產品提供者，但仍獲《**保險業條例**》授權承保本**條款及保障**，將按以下安排**續保**：本**條款及保障**將按不差於**本公司**終止與**政府**註冊為**自願醫保**的產品提供者時由**政府**公布最新版本的**標準計劃條款及保障**（當中第一部分第7節、第六部分第1(b)及第5節和**政府**不時批准的其他豁免事項則除外）自動**續保**。
- (c) 若**本公司**在終止與**政府**的註冊後，重新與**政府**註冊為**自願醫保**的產品提供者，於重新註冊生效當日或緊接的**續保日**，將按以下安排**續保**：本**條款及保障**將按不差於**續保**時由**政府**公布最新版本的**標準計劃條款及保障**（當中第一部分第7節、第六部分第1(b)及第5節和**政府**不時批准的其他豁免事項則除外）自動**續保**。

按以上(a)-(c)段所述的**續保**情況下，任何其他對**條款及保障**的修訂應適用於所有**同一類別保單**，並且不可與以上(a)，(b)或(c)段(按情況而定)相違背及導致與**續保**前比較時，出現適用於本**條款及保障**的賠償限額被減少或**共同保險**或**自付費**增加的情況出現。

2. 調整保費

不論**本公司**在**續保**時有否修訂本**條款及保障**，**本公司**將有權按當時採用的**標準保費**表向所有**同一類別保單**調整**標準保費**。為免存疑，若**附加保費**設定為**標準保費**的某個百分比(即**附加保費率**)，應付的**附加保費**金額將會按**標準保費**的變動自動調整。

在每個**保單年度**內及**續保**時，**本公司**不得因**受保人**的健康狀況變化而增加附加保費率(或在**附加保費**是以定額而非設定為**標準保費**某個百分比的情況下，增加其**附加保費**的定額)，或增加**受保人**的**個別不保項目**。

3. 續保通知

不論**本公司**在**續保**時有否修訂本**條款及保障**，**本公司**應按本第3節的條款，在**續保日**前不少於三十(30)日向**保單持有人**發出書面通知。

該書面通知必須指明**續保**保費及**續保日**。若**本公司**在**續保**時，修訂了本**條款及保障**，**本公司**在發出書面通知書時，必須備妥已修訂的**條款及保障**，以供**保單持有人**參閱。經修訂的**條款及保障**及**續保**保費將由**續保日**起生效。

4. 除指定情況外不可重新核保

不論**受保人**的健康狀況自**保單簽發日**或**保單生效日**(以較早日期為準)起發生任何變化，在本**條款及保障**生效期間，**本公司**無權重新核保本**條款及保障**。

不論本**條款及保障**在符合第四部分第1節的情況下有任何改動，**本公司**無權重新核保本**條款及保障**。此限制適用於任何改動，包括但不限於本**條款及保障**容許的任何保障的升降或增刪，不論該改動是涉及本**條款及保障**的任何部分。

本公司僅在下列情況下有權重新核保本條款及保障 —

- (a) **保單持有人**要求本公司在續保時，按本公司的核保慣常做法對本條款及保障進行重新核保，藉此減低附加保費或取消個別不保項目。為免存疑，即使本公司拒絕上述要求或保單持有人不接受重新核保的結果，本公司亦無權終止或不續保本條款及保障；
- (b) 在任何時候，當保單持有人要求在本條款及保障增加額外保障(如有)，或轉換為另一份提供更佳或額外保障的保險計劃(在這種情況下，重新核保的範圍只限於涉及更佳或額外保障的部分)。
 - (i) 不論如何，在任何時候，保單持有人要求取消本條款及保障中新增的額外保障(如有)，或轉換為另一份較低或較少保障的保險計劃，本公司無權重新核保本條款及保障，惟可按本公司現行處理類似要求的慣常做法接受或拒絕該要求；及
 - (ii) 即使本公司拒絕上述要求或保單持有人不接受重新核保的結果，本公司亦無權終止或不續保本條款及保障；

本公司及保單持有人均確認 —

- (c) 若本公司按本第四部分的條款有權或在有需要時，按某些因素在續保過程中重新核保本條款及保障，本公司必須按本第四部分的條款及當時的核保指引，並在重新核保時只考慮相關因素；及
- (d) 在重新核保後，本公司可終止本條款及保障、徵收附加保費、調高或降低原有的附加保費、增加個別不保項目，以及修訂或取消原有的個別不保項目。

第五部分 索償條文

1. 提交索償申請

所有就本**條款及保障**作出的索償申請必須於**受保人**出院或進行及完成相關**醫療服務**(當沒有**住院**時)當日起九十(90)日內提交予**本公司**。提交索償申請時必須包括下列文件及資料，否則有關索償申請會被視為無效或不完整，而**本公司**亦不會給予賠償 —

- (a) 所有收據正本及／或分項賬單正本連同診斷、治療類別、治療程序、檢測或服務的證明；及
- (b) 所有**本公司**合理要求的相關資料、證明書、報告、證據、轉介信及其他數據或資料。

若**保單持有人**的索償申請未能於上述期限內提交，**保單持有人**必須通知**本公司**，否則**本公司**將有權拒絕其於上述期限後提交的索償申請。

所有在**本公司**合理要求下，而**保單持有人**理應能提供的相關證明書、資料及證據，其所需費用必須由保單持有人支付。在收到**保單持有人**提交所有(a)及(b)項的資料後，若**本公司**仍需索取更多證書、資料及證據以核實索償，相關費用則必須由**本公司**負責。

2. 可賠償金額估算

受保人在接受**醫療服務**前，**保單持有人**可要求**本公司**按本**條款及保障**估算賠償金額。在提出要求時，必須附上由**醫院**及／或主診**註冊醫生**所估算的金額(按當時**香港**適用的規管私營醫療機構相關法律及規例要求提供)。**本公司**收到要求後，必須按**醫院**及／或主診**註冊醫生**作出的估算，通知**保單持有人**可賠償金額的估算，而該估算只供參考，最終的賠償金額必須按本第五部分第1節(a)及(b)項所提供的實際費用證明而釐定。

3. 法律行動

在**本公司**收到按本**條款及保障**要求的所有索償證據後的首六十(60)日內，**保單持有人**不可就應付的索償金額採取任何法律行動。

4. 醫療檢查

索償時，**本公司**有權要求**受保人**接受由**本公司**指定的**註冊醫生**進行身體檢查，相關費用由**本公司**承擔。

第六部分 保障條文

1. 一般條件

(a) 保障地域範圍

除本第六部分第3(I)節的精神科治療及額外保障條文批註的第(3)(II)節內所列明的較低級別病房現金保障(只適用於金級及鑽級)外，本**條款及保障**內所有保障必須受本**條款及保障**的額外保障條文批註的第1節及**保障表**所列明的地域範圍所規限。

上述限制並不適用於在**標準計劃條款及保障**範圍內的**條款及保障**。為免存疑，適用的**標準計劃條款及保障**，為按第四部分第1(a)、(b)或(c)節所述的版本。

(b) 終身保障限額

(i) **保單資料頁**及**保障表**內指定的銅級

本**條款及保障**內所有保障(額外保障條文批註的第(3)(I)節內所列明的恩恤身故賠償則除外)必須受本**條款及保障**的**保障表**所列明的**終身保障限額**所規限。

(ii) **保單資料頁**及**保障表**內指定的銀級、金級及鑽級

本**條款及保障**內所有保障均不設**終身保障限額**。

(c) 選擇醫療服務提供者

本**條款及保障**第六部分第3節及額外保障條文批註的第(2)、(3)(I)、(3)(III)節內所列明內所有保障均不設選擇醫療服務提供者的限制，包括但不限於**註冊醫生**及**醫院**。

本**條款及保障**額外保障條文批註的第(3)(II)節(如適用)內所列明的保障必須受本**條款及保障**額外保障條文批註的第(3)(II)節及**保障表**列明的選擇醫療服務提供者限制所規限。有關限制並不適用於在**標準計劃條款及保障**範圍內的**條款及保障**。為免存疑，適用的**標準計劃條款及保障**，為按第四部分第1(a)、(b)或(c)節所述的版本。

(d) 選擇病房級別

本**條款及保障**內的保障必須受本**條款及保障**的額外保障條文批註的第(1)(II)節及第(3)(II)節(如適用)及**保障表**列明的病房級別選擇限制所規限。

上述限制並不適用於在**標準計劃條款及保障**範圍內的**條款及保障**。為免存疑，適用的**標準計劃條款及保障**，為按第四部分第1(a)、(b)或(c)節所述的版本。

2. 住院及非住院保障

按本**條款及保障**，當**受保人**在本**條款及保障**生效期間因**傷病**，並在**註冊醫生**的建議下 —

- (a) **住院**；或
- (b) 接受任何**日間手術**、**訂明診斷成像檢測**、**訂明非手術癌症治療**、門診洗腎或**意外急症**門診治療，

本公司將按本第六部分第3節和額外保障條文批註第(2)節所列明的保障項目，賠償**合理及慣常的合資格費用**。

為免存疑，當**受保人**接受**住院**治療，但該次**住院**被視為非**醫療所需**，則因該次**住院**所招致的費用不會被視為上述(a)段所指的**合資格費用**。不過，**保單持有人**將仍有權就該次**住院**期間，符合上述(b)段內所列明的**醫療服務**招致的相關**合資格費用**提出索償。

本**條款及保障**可賠償的**合資格費用**不會超過**受保人**所接受**醫療服務**的實際開支，並必須受**保障表**內的保障限額所規限。

為免存疑，本**條款及保障**只會賠償**受保人**接受**醫療服務**的**合資格費用**。除非另有說明，**受保人**以外的人士所接受的**醫療服務**費用均不獲賠償。

3. 保障項目

本第六部分第2節所保障的**合資格費用**，必須按下列保障項目作賠償 —

(a) 病房及膳食

本保障將賠償**受保人**在**住院**或接受任何**日間手術**或**訂明非手術癌症治療**期間，**醫院**就其住宿及膳食收取的**合資格費用**。

(b) 雜項開支

本保障將賠償**受保人**於**住院**期間或在接受任何**日間手術**當日，就接受**醫療服務**所收取的雜項開支的**合資格費用**，包括 —

- (i) 往返**醫院**的救護車服務；
- (ii) 施行麻醉及提供氧氣；
- (iii) 輸血行政費；

- (iv) 敷料及石膏模；
- (v) 在**住院**或任何**日間手術**期間服用的處方藥物；
- (vi) 在出院時或完成**日間手術**後處方，以供其後四(4)星期內使用的藥物；
- (vii) 於本第六部分第3(h)節保障以外的額外手術用具、儀器及裝置，以及手術中使用的植入儀器或裝置、即棄用品及消耗品；
- (viii) 醫療用即棄用品、消耗品、儀器及裝置；
- (ix) 診斷成像服務，包括超聲波及X光以及其分析，但不包括本第六部分第3(i)節所列的**訂明診斷成像檢測**；
- (x) 靜脈注射，包括注射液；
- (xi) 化驗及其報告，包括為**住院**期間的手術或治療程序或**日間手術**所進行的病理學檢驗；
- (xii) **住院病人**租用輔助步行器具及輪椅的費用；及
- (xiii) **住院**期間的物理治療、職業治療及言語治療。

(c) 主診醫生巡房費

若**受保人**在**住院**期間內任何一日接受**註冊醫生**的診治，本保障將賠償由該主診**註冊醫生**就巡房或診症收取的**合資格費用**。

(d) 專科醫生費

若**受保人**在**住院**期間內任何一日，在主診**註冊醫生**的書面建議下接受**專科醫生**(並非本第六部分第3(c)節所指的主診**註冊醫生**)的診治，本保障將賠償由該**專科醫生**就巡房或診症收取的**合資格費用**。

(e) 深切治療

若**受保人**在**住院**期間內任何一日入住**深切治療部**，本保障將賠償就接受深切治療服務所收取的**合資格費用**。

為免存疑，已獲本保障賠償的**合資格費用**，不會再獲本第六部分第3(a)節的賠償。

(f) 外科醫生費

本保障將賠償**受保人**在**住院**期間，或在為**日症病人**提供**醫療服務**的設備下，主診**外科醫生**為其進行手術所收取的**合資格費用**。

本保障將按**手術表**所列相關手術的分類及該手術本身所屬分類作賠償，而**政府**會不時審視**手術表**的內容及分類。若需進行的手術並無列於**手術表**內，**本公司**可按照**政府**刊登的憲報或其他相關出版物或資料，包括但不限於在進行該手術的所在地，其政府、相關監管機構及醫學組織認可的收費表，合理地決定該手術的分類。

(g) 麻醉科醫生費

在按本第六部分第3(f)節的**外科醫生費**可獲賠償的情況下，本保障將賠償**麻醉科醫生**就相關手術所收取的**合資格費用**。

(h) 手術室費

在按本第六部分第3(f)節的**外科醫生費**可獲賠償的情況下，本保障將賠償在手術期間使用手術室(包括但不限於治療室及康復室)的**合資格費用**。

為免存疑，在手術室內需個別收費的額外手術用具、儀器及裝置則將按本第六部分第3(b)節賠償。

(i) 訂明診斷成像檢測

本保障將賠償**受保人**在**住院**期間，或在為**日症病人**提供**醫療服務**的設備下，因檢查或治療**傷病**進行**訂明診斷成像檢測**所收取的**合資格費用**，有關檢測必須在主診**註冊醫生**的書面建議下進行。

(j) 訂明非手術癌症治療

本保障將賠償**受保人**在**住院**期間，或在為**日症病人**提供**醫療服務**的設備下，接受**訂明非手術癌症治療**所收取的**合資格費用**，包括在接受治療期間就進行治療計劃、監察預後及病況進展的**專科醫生**門診收費。

為免存疑，有關**訂明診斷成像檢測**的**合資格費用**將按本第六部分第3(i)節賠償。

(k) 入院前或出院後／日間手術前後的門診護理

本保障將賠償以下**合資格費用** —

- (i) **受保人**在**住院**或**日間手術**前所需的門診或**急症**診症(包括但不限於診症、處方西藥或診斷檢測)；及
- (ii) **受保人**在出院或**日間手術**後，由主診**註冊醫生**提供或書面建議的跟進門診(包括但不限於診症、處方西藥、敷藥、物理治療、職業治療、言語治療或診斷檢測)。有關門診必須在**保障表**列明的期間進行，並與需要**住院**或進行**日間手術**的**傷病**(包括其併發症)直接有關。

就上述(i)及(ii)段的保障而言，**訂明診斷成像檢測**及**訂明非手術癌症治療**將分別按本第六部分第3(i)及(j)節作出賠償。

(l) 精神科治療

本保障將賠償**受保人**在**專科醫生**建議下，在**香港**境內**住院**接受精神科治療所收取的**合資格費用**。

本保障將取代本第六部分第3(a)至(k)節的保障項目賠償。為免存疑，若**受保人**並非純粹為接受精神科治療**住院**，則本保障只會賠償與精神科治療相關**醫療服務**的**合資格費用**。在**合資格費用**同時涉及精神科治療與非精神科治療但未能明確分攤費用的情況下，如精神科治療為最初導致**住院**的原因，有關**合資格費用**會全數由本保障賠償；如精神科治療並非最初導致**住院**的原因，則有關**合資格費用**會全數由以上第3(a)至(k)節的保障項目賠償。

4. 投保前已有病症

所有在**投保申請文件**或任何其後就相關申請提交予**本公司**的資料或文件(若**本公司**在第一部分第8節提出要求，則包括相關必需資料的任何更新及改動)中，向**本公司**披露的**投保前已有病症**，除非受**個別不保項目**(如有)所規限，**本公司**將按本**條款及保障**賠償該病症的**合資格費用**。**本公司**可因應在**投保申請文件**或任何其後就相關申請提交予**本公司**的資料或文件(若**本公司**在第一部分第8節提出要求，則包括相關必需資料的任何更新及改動)中披露的**投保前已有病症**或影響可保性的因素，對本**條款及保障**加設**個別不保項目**。在**保單簽發日**或**保單生效日**(以較早日期為準)後，除在第四部分第4節列明的情況外，**本公司**將無權再加設任何**個別不保項目**。

至於**保單持有人**或**受保人**在遞交**投保申請文件**(若**本公司**在第一部分第8節提出要求，則包括相關所需資料的任何更新及改動)時不察覺，及理應不察覺的**投保前已有病症**，**本公司**將按本**條款及保障**賠償**合資格費用**。

為免存疑，若**保單持有人**或**受保人**在遞交**投保申請文件**(若**本公司**在第一部分第8節提出要求，則包括所需資料的任何更新及改動)時不察覺，及理應不察覺該**投保前已有病症**，**本公司**將無權因此重新核保或終止本**條款及保障**。

若**保單持有人**或**受保人**沒有按要求於**投保申請文件**(若**本公司**在第一部分第8節提出要求，則包括所需資料的任何更新及改動)中披露**受保人**的**投保前已有病症**，而該**投保前已有病症**在投保前已接受治療或被確診，或**保單持有人**或**受保人**在遞交**投保申請文件**(若**本公司**在第一部分第8節提出要求，則包括所需資料的任何更新及改動)時已察覺或理應察覺該病症出現的病徵或症狀，**本公司**有權因而宣告本**條款及保障**無效，並有權追討已支付的賠償及／或拒絕提供本**條款及保障**的保障。在該情況下，**本公司**將按第二部分第14節退還已繳交的保費。**本公司**必須就此情況負上舉證的責任。

5. 分擔費用規定

保單持有人必須支付本**條款及保障**和**保單資料頁**內列明的**共同保險**及／或**自付費**。為免存疑，**共同保險**及／或**自付費**並非指在實際費用超出本**條款及保障**賠償限額的情況下，**保單持有人**需支付的任何差額。

第七部分 一般不保事項

按本條款及保障，本公司不會賠償與下列項目相關或由其引致的費用 —

1. 任何非**醫療所需**治療、治療程序、藥物、檢測或服務的費用。
2. 若純粹為接受診斷程序或專職醫療服務(包括但不限於物理治療、職業治療及言語治療)而**住院**，該**住院**期間所招致的全部或部分費用。惟若該等程序或服務是在**註冊醫生**建議下因而進行**醫療所需**的診斷，或無法以為**日症病人**提供**醫療服務**的方式下有效地進行的**傷病**治療，則不屬此項。
3. 在**保單生效日**前，因感染或出現人體免疫力缺乏病毒(「HIV」)及其相關的**傷病**所招致的費用。不論**保單持有人**或**受保人**在遞交**投保申請文件**(若本公司在第一部分第8節提出要求，則包括相關必需資料的任何更新及改動)時是否知悉，若此**傷病**在**保單生效日**前已存在，本條款及保障則不會賠償此**傷病**。若無法證明初次感染或出現此**傷病**的時間，則此**傷病**於**保單生效日**起計五(5)年內發病，將被推定為於**保單生效日**前已感染或出現；若在這五(5)年後發病，將被推定為於**保單生效日**後感染或出現。

惟本第3節的不保事項並不適用於因性侵犯、醫療援助、器官移植、輸血或捐血、或出生時受HIV感染所引致的**傷病**，有關賠償將按本條款及保障內其他條款處理。

4. 因倚賴或過量服用藥物、酒精、毒品或類似物質(或受其影響)、故意自殘身體或企圖自殺、參與非法活動、或性病及經由性接觸傳染的疾病或其後遺症(HIV及其相關的**傷病**將按本第七部分第3節處理)的**醫療服務**費用。
5. 以下服務的收費 —
 - (a) 以美容或整容為目的的服務，惟**受保人**因**意外**而**受傷**，並於**意外**後九十(90)日內接受的必要**醫療服務**則不屬此項；或
 - (b) 矯正視力或屈光不正的服務，而該等視力問題可透過驗配眼鏡或隱形眼鏡矯正，包括但不限於眼部屈光治療、角膜激光矯視手術(LASIK)，以及任何相關的檢測、治療程序及服務。
6. 預防性治療及預防性護理的費用，包括但不限於並無症狀下的一般身體檢查、定期檢測或篩查程序、或僅因**受保人**及/或其家人過往病歷而進行的篩查或監測程序、頭髮重金屬元素分析、接種疫苗或健康補充品。為免存疑，本第6節並不適用於 —
 - (a) 為了避免因接受其他**醫療服務**引起的併發症而進行的治療、監測、檢查或治療程序；
 - (b) 移除癌前病變；及
 - (c) 為預防過往**傷病**復發或其併發症的治療。

7. 牙科醫生進行的牙科治療及口腔頷面手術的費用，惟**受保人**因**意外**引致在**住院**期間接受的**急症治療**及手術則不屬此項。出院後的跟進牙科治療及口腔手術則不會獲得賠償。
8. 下列**醫療服務**及輔導服務的費用—產科狀況及其併發症，包括但不限於懷孕、分娩、墮胎或流產的診斷檢測；節育或恢復生育；任何性別的結紮或變性；不育(包括體外受孕或任何其他人工受孕)；以及性機能失常，包括但不限於任何原因導致的陽萎、不舉或早泄。
9. 購買屬耐用用品的醫療設備及儀器的費用，包括但不限於輪椅、床及家具、呼吸道壓力機及面罩、可攜式氧氣及氧氣治療儀器、血液透析機、運動設備、眼鏡、助聽器、特殊支架、輔助步行器具、非處方藥物、家居使用的空氣清新機或空調及供熱裝置。為免存疑，**住院**期間或**日間手術**當日所租用的醫療設備及儀器則不屬此項。
10. 傳統中醫治療的費用，包括但不限於中草藥治療、跌打、針灸、穴位按摩及推拿，以及另類治療，包括但不限於催眠治療、氣功、按摩治療、香薰治療、自然療法、水療法、順勢療法及其他類似的治療。
11. 按接受治療、治療程序、檢測或服務所在地的普遍標準(或尚未經當地認可機構批准)界定為實驗性或未經證實醫療成效的醫療技術或治療程序的費用。
12. **受保人**年屆八(8)歲前發病或確診的**先天性疾病**所招致的**醫療服務**費用。
13. 已獲任何法律，或由任何政府、僱主或第三方提供的醫療或保險計劃賠償的**合資格費用**。
14. 因戰爭(不論宣戰與否)、內戰、侵略、外敵行動、敵對行動、叛亂、革命、起義、或軍事政變或奪權事故所招致的治療費用。

第八部分 釋義

本**條款及保障**中使用的字詞及表述必須按照以下所述解釋 —

「**意外**」是指因暴力、外在及可見因素引致的突發事故，並且完全非**受保人**所能預見及控制。

「**年齡**」是指**受保人**的實際年齡。

「**每年保障限額**」是指**本公司**在每個**保單年度**內向**保單持有人**支付的最高賠償限額，不論任何在**保障表**中所列的保障項目是否已經達到其相關項目的賠償限額。

每年保障限額在每個新**保單年度**會重新計算。

「**投保申請文件**」是指向**本公司**就本**認可產品**遞交的投保申請，包括與該投保申請有關的投保申請表格、問卷、可保性的證明、任何已提交的文件或資料，以及已作出的陳述及聲明(若**本公司**在第一部分第8節提出要求，則包括相關必需資料的任何更新及改動)。

「**保障表**」是指本**條款及保障**所附的保障表，當中必須列明所涵蓋的保障項目及最高賠償限額。

「**個別不保項目**」是指**本公司**可按**受保人**的**投保前已有病症**或其他影響其可保性的因素，就特定的**不適或疾病**而加設的不保承項目，訂明在本**條款及保障**中不保障。

「**認可產品**」是指經**政府**認可為符合**自願醫保**內相關合規要求的保險產品內所有條款及保障(包括任何補充文件)。本**認可產品**內容包括本**條款及細則**和**保障表**及以下文件：

- a) 額外保障條文批註；
- b) 無索償折扣批註；及
- c) 家庭折扣批註。

「**共同保險**」是指**保單持有人**在支付每個**保單年度**的**自付費**後(如有)，必須按比率分擔的**合資格費用**。為免存疑，**共同保險**並非指在實際費用超出本**條款及保障**賠償限額的情況下，**保單持有人**需支付的任何差額。

「**本公司**」是指 HSBC Life (International) Limited 滙豐人壽保險(國際)有限公司，註冊成立於百慕達之有限公司。

「**住院**」是指**受保人**在**醫療所需**的情況下，按**註冊醫生**的建議以**住院病人**身份入住**醫院**以接受**醫療服務**。**受保人**必須入住**醫院**不少於連續六(6)小時。惟因**急症**在**醫院**進行手術或其他**醫療服務**的**急症治療**時，則沒有最低**住院**時間要求。**住院**必須以**醫院**開出的每日病房費單據作證明，**受保人**必須在整個**住院**期間連續留院。

「**先天性疾病**」是指(a)任何於出生時或之前已存在的醫學、生理或精神上的異常，不論於出生時有關異常是否已出現、被確診或獲知悉；或(b)任何於出生後六(6)個月內出現的新生嬰兒異常。

「**日間手術**」是指**受保人**作為**日症病人**在具備康復設施的診所、日間手術中心或**醫院**內因檢查或治療而進行**醫療所需**的外科手術。

「**日症病人**」是指在診所、日間手術中心或**醫院**(非**住院**性質)接受**醫療服務**或治療的**受保人**。

「**自付費**」是指在本公司賠償餘下的**合資格費用**前，**保單持有人**在每個**保單年度**必須分擔的定額**合資格費用**。

「**傷病**」是指**不適**、**疾病**或**受傷**，包括任何由此而引發的併發症。

「**合資格費用**」是指就**傷病**接受**醫療服務**所需的費用。

「**急症**」是指**受保人**需立即接受**醫療服務**的事件或情況，以防止**受保人**身故、健康遭永久損害或遭受其他嚴重健康後果。

「**急症治療**」是指**急症**所需的**醫療服務**，而所需的**醫療服務**必須在**急症**事件或情況出現後的合理時間內進行。

「**靈活計劃**」是指在**自願醫保**的框架下，為**保單持有人**及**受保人**提供較**標準計劃**部分或全部更佳條款及保障，並必須經由**政府**認可的個人償款住院保險產品。除**政府**可能不時批准的豁免事項外，該等產品不得包含較**標準計劃**差的條款及保障。

「**政府**」是指「香港特別行政區政府」。

「**監護人**」是指按香港法例第13章《未成年人監護條例》被委任為或憑藉此條例成為**未成年人**的監護人的人士。

「**港元**」是指**香港**法定貨幣。

「**香港**」是指「中華人民共和國香港特別行政區」。

「**醫院**」是指按其所在地法律妥為成立及註冊為醫院的機構，為**不適**及**受傷**的**住院病人**提供**醫療服務**，並 —

- (a) 具備診斷及進行大型手術的設施；
- (b) 由持牌或註冊護士提供二十四(24)小時護理服務；
- (c) 由一(1)位或以上**註冊醫生**駐診；及
- (d) 非主要作為診所、戒酒或戒毒中心、自然療養院、水療中心、護理或療養院、寧養或紓緩護理中心、復康中心、護老院或同類機構。

「**受傷**」是指完全因**意外**而非涉及任何其他原因所引致的身體損害(包括有或沒有可見的傷口)。

「**住院病人**」是指**住院**中的**受保人**。

「**保險業監管局**」是指按《**保險業條例**》第4AAA條設立的香港保險業監管局。

「**保險業條例**」是指香港法例第41章《**保險業條例**》。

「**受保人**」是指本**條款及保障**所保障，並在**保單資料頁**中列為「**受保人**」的人士。

「**深切治療部**」是指**醫院**內專為**住院病人**提供深切醫療及護理服務而設的部門。

「**終身保障限額**」是指本公司由本**條款及保障**生效起向**保單持有人**累計支付的最高賠償限額，不論**保障表**中所列的保障項目是否已經達到其相關項目的賠償限額，或個別**保單年度**的賠償是否已經達到**每年保障限額**。

「**醫療服務**」是指就診斷或治療**受保人**的**傷病**所提供的**醫療所需**服務，包括按情況所需的**住院**、治療、程序、檢測、檢查或其他相關服務。

「**醫療所需**」是指按照一般公認的醫療標準，就診斷或治療相關**傷病**接受醫療服務的需要，而醫療服務必須符合下列條件 —

- (a) 需要**註冊醫生**的專業知識或轉介；
- (b) 符合該**傷病**的診斷及治療所需；
- (c) 按良好而審慎的醫學標準及主診**註冊醫生**審慎的專業判斷提供，而非主要為對**受保人**、其家庭成員、照顧人員或主診**註冊醫生**帶來方便或舒適而提供；
- (d) 在環境最適當及符合一般公認的醫療標準的設備下，提供醫療服務；及
- (e) 按主診**註冊醫生**審慎的專業判斷，以最適當的水平向**受保人**安全及有效地提供。

就本**條款及保障**的釋義而言，在不抵觸上述一般條件下，符合**醫療所需**條件的**住院**情況包括但不限於以下例子 —

- (i) **受保人**因**急症**需要在**醫院**接受緊急治療；
- (ii) 手術是在全身麻醉下進行；
- (iii) **醫院**具備手術或治療程序所需的設備，有關手術或治療程序並不能以**日症病人**的方式進行；

- (iv) **受保人**同時發生的傷病屬明顯嚴重；
- (v) 主診**註冊醫生**考慮到**受保人**的個人情況下，經過審慎的專業判斷及考慮**受保人**安全後，所需的醫療服務應在**醫院**內進行；
- (vi) 經過主診**註冊醫生**審慎的專業判斷，**住院**時間對**受保人**接受的醫療服務是合適的；及／或
- (vii) 如屬**註冊醫生**認為需要的診斷程序或專職醫療服務，經該**註冊醫生**審慎的專業判斷及考慮**受保人**安全後，所需治療程序或服務應在**醫院**內進行。

在上文(v)至(vii)的情況下，主診**註冊醫生**行使審慎的專業判斷時，應該考慮該**住院**是否一

- (aa) 按照當地良好及審慎的醫療標準提供該醫療服務，而非主要為**受保人**、其家庭成員、照顧人員或主診**註冊醫生**提供方便或舒適的環境；及
- (bb) 在環境最適當及符合當地一般公認的醫療標準的設備下，提供該醫療服務。

「**未成年人**」是指**年齡**未滿十八(18)歲的人士。

「**保單**」是指由**本公司**承保及簽發的本保單，並作為**保單持有人**與**本公司**之間就本**認可產品**的合約，當中包括但不限於本**條款及細則**、**保障表**、**投保申請文件**、聲明、**保單資料頁**及任何附於本保單的**補充文件**(如適用)。當本**保單**包含有本**認可產品**以外的條款及保障，該等條款及保障亦將被視作本**保單**的一部分。

「**保單生效日**」是指本**條款及保障**的起始日，即**保單資料頁**內載明的「**保單生效日**」。

「**保單持有人**」是指在法律上擁有本**保單**，並於**保單資料頁**內列為「**保單持有人**」的人士。

「**保單簽發日**」是指首次簽發本**條款及保障**的日期。

「**保單資料頁**」是指本**條款及保障**的附表，當中載有**保單**細節、**保單生效日**、**續保日**、**保單持有人**及**受保人**的姓名及個人資料，以及本**條款及保障**所適用的保障、保費及其他細節。

「**保單年度**」是指本**條款及保障**的生效期限。首個**保單年度**是指由**保單生效日**起一(1)年內，直至首個**續保日**前一日為止(包括首尾兩日)的期限。至於在繼後的**保單年度**，則由每個**續保日**起計一(1)年。

「**同一類別保單**」是指所有具備相同**條款及細則**及**保障表**，並在**自願醫保**下經**政府**認為**認可產品**的**保單**。

「**投保前已有病症**」是指**受保人**於**保單簽發日**或**保單生效日**(以較早日期為準)前已存在的任何**不適、疾病、受傷**、生理、心理或醫療狀況或機能退化，包括**先天性疾病**。在以下情況發生時，一般審慎人士理應已可察覺到**投保前已有病症** —

- (a) 病症已被確診；或
- (b) 病症已出現清楚明顯的病徵或症狀；或
- (c) 已尋求、獲得或接受病症的醫療建議或治療。

「**附加保費**」是指**本公司**因承受**受保人**的額外風險向**保單持有人**收取**標準保費**以外的額外保費。

「**訂明診斷成像檢測**」是指電腦斷層掃描(「CT」掃描)、磁力共振掃描(「MRI」掃描)、正電子放射斷層掃描(「PET」掃描)、PET-CT組合及PET-MRI組合。

「**訂明非手術癌症治療**」是指治療癌症的放射性治療、化療、標靶治療、免疫治療及荷爾蒙治療。

「**合理及慣常**」是指就**醫療服務**的收費而言，對情況類似的人士(例如同性別及相近**年齡**)，就類似**傷病**提供類似治療、服務或物料時，不超過當地相關醫療服務供應者收取的一般收費範圍的水平。**合理及慣常**的收費水平由**本公司**合理及絕對真誠地決定，在任何情況下，此收費不得高於實際收費。

本公司必須參照以下資料(如適用)以釐定**合理及慣常**收費 —

- (a) 由保險或醫學業界進行的治療或服務費用統計及調查；
- (b) 公司內部或業界的賠償統計；
- (c) **政府**憲報；及／或
- (d) 提供治療、服務或物料當地的其他相關參考資料。

「**註冊醫生**」、「**專科醫生**」、「**外科醫生**」及「**麻醉科醫生**」是指符合以下資格的西醫 —

- (a) 具有正式資格並已按香港法例第161章《醫療註冊條例》在香港醫務委員會註冊，或在**香港**境外的司法管轄區內由**本公司**絕對真誠及合理地認為具有同等效力的團體註冊；及
- (b) 在**香港**或**香港**境外的司法管轄區，經當地法例許可提供相關**醫療服務**，

下列人士在任何情況下均不得包括在內 — **受保人**、**保單持有人**、保險中介人、或**保單持有人**及／或**受保人**的僱主、僱員、直系親屬或業務夥伴(除非事先經**本公司**的書面批准)。若該醫生未能按**香港**法例或在**香港**以外的司法管轄區具有同等效力的團體註冊(由**本公司**絕對真誠及合理地決定)，**本公司**必須作出合理的判斷，以決定該醫生是否仍被視為符合資格及已註冊。

「**續保**」是指就按本**條款及保障**不曾中斷地繼續承保。

「**續保日**」是指**續保**的生效日期。首個**續保日**必須訂明於**保單資料頁**上(並不可遲於**保單生效日**的首個週年日)，至於繼後的**續保日**則為首個**續保日**的週年日。有關**續保日**將在第四部分第3節所述的**續保**通知中列明。

「**手術表**」是指附於本**保障表**的手術列表，表內的手術或治療程序按其複雜程度分類。**政府**將定期審視其內容，並不時公布有關修訂。

「**不適**」或「**疾病**」是指正常健康狀態因受到病理偏差而出現的生理、心理或醫療狀況，包括但不限於**受保人**有否出現病徵或症狀的情況，亦不論是否已確診。

「**標準計劃**」是指條款及細則與保障表等同**自願醫保**最低產品規格要求的保險計劃。**政府**將定期審視其內容，並不時公布有關修訂。

「**標準計劃條款及保障**」是指**標準計劃**的條款及細則和保障表。**政府**將定期審視其內容，並不時公布有關修訂。
(https://www.vhis.gov.hk/doc/tc/information_centre/c_standard_plan_template.pdf)

「**標準保費**」是指本公司向**保單持有人**就本**認可產品**的保障所收取的基本保費，適用於所有**同一類別保單**。保費可按**受保人**的**年齡**、**性別**及／或**生活方式**等因素進行調整。

「**補充文件**」是指任何對本**保單**的條款及保障作出增刪、修改或取替的文件。**補充文件**包括但不限於附加於本**保單**並一併簽發的批註、附加契約、附錄或附表。

「**條款及保障**」是指經**政府**認可後，本**認可產品**的**條款及細則**，以及**保障表**(包括**手術表**)和相關的**補充文件**。

「**條款及細則**」是指本**認可產品**的第一至第八部分。

額外保障條文批註

本批註附屬並構成滙豐自願醫保靈活計劃(「**本計劃**」)**條款及保障**的一部分。

(1) 一般條件

本條款作為補充**本計劃**的**條款及保障**第六部分「保障條文」，**本計劃**的**條款及保障**及列於本批註內所述的所有保障必須受下列規限：

(I) 地域範圍限制

- (a) 除**條款及保障**第六部分「保障條文」第3(I)節精神科治療及本批註第(3)(II)節較低級別病房現金保障(只適用於金級及鑽級)外，所有保障必須受**本計劃**的**保障表**內列明的地域範圍限制(「**全球**」、「**亞洲、澳洲及紐西蘭**」或「**大中華**」)。就本**條款及保障**而言以下為各地域範圍涵蓋的地點：

「**大中華**」是指中國大陸、**香港、澳門**及台灣。

「**亞洲**」是指阿富汗、孟加拉、不丹、汶萊、**大中華**、印度、印尼、日本、哈薩克、吉爾吉斯、老撾、馬來西亞、馬爾代夫、蒙古、緬甸、尼泊爾、菲律賓、新加坡、南韓、塔吉克、泰國、東帝汶、土庫曼、烏茲別克及越南。

- (b) 地域範圍限制以外所產生的就**條款及保障**第六部分「保障條文」第3(a)至3(k)節的任何費用，作出的賠償金額應不多於**標準計劃條款及保障**內列明的賠償限額，並且若有任何餘下的**自付費**(如適用)，應付賠償須再扣減餘下的**自付費**(如適用)。根據本批註第(1)(I)(b)的應付賠償將不會受制於本批註下文第(1)(II)節列明的規限。
- (c) **標準計劃條款及保障**根據第(1)(I)(b)節適用時，任何根據**標準計劃條款及保障**發出之實際賠償(即扣減任何適用的**自付費**後)將計入**本計劃保障表**內列明適用的**每年保障限額**及**終身保障限額**內。
- (d) 在不影響第(I)節任何其他地域範圍限制條款的情況下，於地域範圍限制外產生的任何費用將不會獲得本批註第(2)節額外保障及第(3)節其他保障的賠償。
- (e) 為免存疑，適用的**標準計劃條款及保障**為**本計劃**的**條款及保障**第四部分第1(a)、(b)或(c)節所述的版本，但**本計劃**的**條款及保障**第六部分「保障條文」第4節應代替**標準計劃條款及保障**第六部分第4節。

(II) 選擇病房級別限制

- (a) 若**受保人**於**住院**時入住的病房級別高於其在本計劃的**保障表**列明的可享病房級別，則以下表格所列的賠償調整之百分比將應用於計算本計劃的**條款及保障**第六部分「保障條文」第3(a)至3(j)及3(l)節，及本批註第(2)(II)，(2)(III)及(2)(VII)節的應付賠償(該等保障稱為「**可調保障**」。在本計劃的**條款及保障**第六部分「保障條文」第3節及本批註內的其他「**可調保障**」外的所有保障則稱為「**非可調保障**」。)賠償調整之百分比應按以下表格釐定：

可享病房級別	住院病房級別	賠償調整之百分比
普通房	半私家房	50%
普通房	標準私家房	25%
半私家房	標準私家房	50%
普通房、半私家房或標準私家房	任何高於標準私家房的病房級別	0%

- (b) 當因下列原因引致**住院**並入住高於其可享病房級別的房間時，上述第(1)(II)(a)節列明的賠償調整之百分比將不適用：
- (i) 因**急症治療**而**住院**，而病房或房間因供應不足而未能提供可享病房級別；
 - (ii) 因需隔離而入住特定的病房；或
 - (iii) 其他不涉及**保單持有人**及／或**受保人**個人偏好的原因。
- (c) 就上述第(1)(II)(a)節的情況下，應付賠償的總金額如下列計算：

應付賠償的總金額	=	可調保障下 應付賠償的金額	+	非可調保障下 應付賠償的金額
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- (d) 「**可調保障**下應付賠償的金額」及「**非可調保障**下應付賠償的金額」如下列計算：

(AA)

可調保障下應付賠償的金額

 = [(A) - (B)] × (C)

(BB)

非可調保障下應付賠償的金額

 = (D) - (E)

其中，

- (A) = 根據**本計劃的條款及細則**及本批註**可調保障**下應付的**合資格費用**及／或其他費用之金額(受相關**可調保障**列明的賠償限額所規限，如適用)
- (B) = 任何餘下的**自付費**(即將每**保單年度**開始的**自付費**減去下列於相關**保單年度**的項目(如適用))：
(i) 應用於先前的索償的**自付費**及
(ii) 根據下文第(4)(IV)節已獲賠償的費用
- (C) = 上述第(1)(II)(a)節列明的賠償調整之百分比(如適用)
- (D) = 根據**本計劃的條款及細則**及本批註，**非可調保障**下應付的**合資格費用**及／或其他費用之金額(受相關**非可調保障**列明的賠償限額所規限，如適用)
- (E) = 任何餘下的**自付費**(即將每**保單年度**開始的**自付費**減去下列於相關**保單年度**的項目(如適用))：
(i) 應用於先前的索償的**自付費**；
(ii) 根據下文第(4)(IV)節已獲賠償的費用；及
(iii) 應用於根據上述(1)(II)(d)(AA)節列明的**可調保障**下應付賠償金額的**自付費**，或應用於根據下文第(1)(II)(e)節**標準計劃條款及保障**下應付賠償金額的**自付費**(按情況而定)
- (e) 當
(i) 上述第(1)(II)(d)(AA)節列明的**可調保障**下經調整的應付賠償金額，
低於
(ii) **標準計劃條款及保障**的賠償限額下應付賠償的金額(及若有任何餘下的**自付費**(如適用)，該應付賠償的金額須再扣減餘下的**自付費**(如適用))，
應根據(ii)作出賠償。
為免存疑，本**條款及保障**所述的**非可調保障**將不受第(1)(II)(a)節列明的保障調整所規限亦應根據**本計劃的條款及保障**作出賠償。
- (f) 根據上述第(1)(II)(a)至(e)節作出的實際賠償(即扣減任何適用的**自付費**後)將計入列明於**本計劃的保障表**內適用的**每年保障限額**及**終身保障限額**。

- (g) 為免存疑，適用的**標準計劃條款及保障**為按**本計劃的條款及保障**第四部分第1(a)、(b)或(c)節所述的版本，但**本計劃的條款及保障**第六部分「保障條文」第4節應代替**標準計劃條款及保障**第六部分第4節。

(2) 額外保障

本條款作為補充**本計劃的條款及保障**第六部分「保障條文」，根據本批註第(2)節額外保障項目支付的**合資格費用**及／或費用，將受限於**本計劃的保障表**內之限額及以下規限：

(I) 出院後／日間手術後的門診物理治療

本保障將賠償在出院或**日間手術**後，由主診**註冊醫生**書面建議並由**物理治療師**提供的跟進門診物理治療而產生的**合資格費用**，惟有關門診必須與**住院**或進行**日間手術**的原因(包括任何由此引起的所有併發症)直接有關並因之而直接引致。

為免存疑，本保障為**本計劃的條款及保障**第六部分「保障條文」第3(k)節應付賠償保障以外的額外門診物理治療保障。按上文所述而產生的**合資格費用**應先根據第六部分第3(k)(ii)節作出賠償，並且只有當**本計劃的條款及保障**第六部分第3(k)(ii)節的列明限額耗盡時，本保障方會作出賠償。

(II) 醫療裝置

如進行植入醫療裝置的外科手術產生的**外科醫生費**可按**本計劃的條款及保障**第六部分「保障條文」第3(f)節獲得賠償，本保障將賠償下列項目的**合資格費用**：

(a) 指定項目

於符合**醫療所需**的手術或置換程序中植入**受保人**體內的下列醫療裝置：

- (i) 起搏器；
- (ii) 經皮冠狀動脈腔內成形術的支架；
- (iii) 單聚焦眼內人造晶體；
- (iv) 人工心瓣；
- (v) 金屬或人工關節置換；
- (vi) 用於更換或植入骨間的人工韌帶；及
- (vii) 人工椎間盤。

(b) 其他項目

就任何其他因**醫療所需**植入**受保人**體內的醫療裝置，本保障須支付該醫療裝置需收取的金額。

為免存疑，已獲本保障賠償的**合資格費用**，不會再獲**本計劃**的**條款及保障**第六部分「保障條文」第3(b)節的賠償。

(III) 住院陪床

若須按**本計劃**的**條款及保障**第六部分「保障條文」第3(a)或3(e)節作出賠償，本保障將賠償**住院**期間，**醫院**就**受保人**的一(1)位陪伴人在同一**醫院**裡佔用一張額外床位而收取的實際費用。本保障只支付該陪伴床位的費用，並不包括訪客之膳食。

(IV) 門診洗腎

本保障將賠償**受保人**因患上**慢性及不可逆轉性腎衰竭**並已在**洗腎中心**接受定期的腹膜透析或血液透析的**合資格費用**。本保障的賠償額相等於該**洗腎中心**對該定期腹膜透析或血液透析所實際收取的數額。

為免存疑，已獲本保障賠償的**合資格費用**，將不會再獲**本計劃**的**條款及保障**第六部分「保障條文」第3(k)節的賠償。

(V) 家中看護

本保障將賠償在**本計劃**的**保障表**內列明的出院或**日間手術**後的期限內，**合資格護士**收取家中看護服務的**合資格費用**。惟前提是：

- (a) 按**本計劃**的**條款及保障**第六部分「保障條文」第3(a)節病房及膳食衍生的**合資格費用**可獲賠償；
- (b) 按**本計劃**的**條款及保障**第六部分「保障條文」第3(e)節接受深切治療服務所衍生的**合資格費用**；或
- (c) 按**本計劃**的**條款及保障**第六部分「保障條文」第3(f)節**外科醫生**費用可獲賠償。

此保障須獲主診**註冊醫生**書面建議說明出院後需要家中看護服務的理由及在家中看護服務提供前已獲**本公司**書面批核，並由**合資格護士**根據**本計劃**的**保障表**列明的期限內提供家中看護服務。惟前提是上述任何一個情況下有關家中看護服務必須與需要**住院**或進行**日間手術**的原因(包括任何由此而引發的所有併發症)直接有關並因之而直接引致。

本保障只限每日，不論任何時段，最多(1)位**合資格護士**提供家中看護服務。為免存疑，不論

- (i) 該日之家中看護服務是全日或部分時間提供；及
- (ii) 同日有多少個時段，

該天會被算作一(1)天，以計算每個**保單年度**本保障的最高可賠償日數。

(VI) 器官移植的捐贈者保障

儘管有**條款及保障**第六部第2節尾段的規定，如**受保人**接受人體器官移植是遵照**香港**人體器官移植條例、或當地現行法律或法例(可不時更新或更改)，及相關**香港**監管機構或當地監管機構(**香港**境外具有同等地位或效力的相關監管機構)的要求(統稱為「法律要求」)，本保障將賠償由**外科醫生**和**麻醉科醫生**為捐贈者進行切除器官或抽取骨髓手術而向**保單持有人**或**受保人**收取的費用(不包括器官或骨髓的費用)，及在該手術過程中使用手術室的費用。

此保障以器官移植總費用(從捐贈者中切除器官或抽取骨髓的總外科手術費及根據**條款及保障**須對**受保人**支付作為受贈者接受外科手術的**合資格費用**的總和)的百分之三十(30%)為上限。對於此項保障的任何索賠，**本公司**保留要求證明**保單持有人**或**受保人**已支付相關費用的權利。

(VII) 私人看護

除了**住院**期間**醫院**向**受保人**提供的一般看護服務外，在根據**本計劃**的**條款及保障**第六部分「保障條文」第3(f)至3(h)節可獲賠償的手術後的**住院**期間任何一天，或**受保人**被調出**深切治療部**後，本保障將支付由**保單持有人**或**受保人**僱用的**合資格護士**提供(予**受保人**仍於**住院**期間)的私人看護服務的**合資格費用**。此保障必須由主診**註冊醫生**以書面建議說明**住院**期間需要私人看護服務的理由，並且僅限每日，不論任何時段，最多一(1)位**合資格護士**提供的私人看護服務。惟前提是有關私人看護服務必須與需要**住院**的原因(包括任何由此引起的所有併發症)直接有關並因之而直接引致，並在**受保人**仍在**住院**時提供。

為免存疑，不論

- (i) 該日之私人看護服務是全日或部份時間提供；及
- (ii) 同日有多少個時段，

該天會被算作一(1)天，以計算每個**保單年度**本保障的最高可賠償日數。

(VIII) 復康保障

本保障將賠償出院後一百八十(180)天內**受保人**需要進入認可的**醫院復康**治療單位或持牌**復康**治療設施而產生的**合資格費用**及其他費用。此**復康**治療必須與需要**住院**的原因(包括任何由此引起的所有併發症)直接有關並因之而直接引致。

此保障必須由主診**註冊醫生**以書面建議。當本保障的**合資格費用**同時可根據**條款及保障**第六部分「保障條文」第3節獲得賠償，有關**合資格費用**將不會在本保障下獲得賠償。

(IX) 善終服務和安寧療護(只適用於鑽級)

受保人若被診斷患上末期**不適**或末期**疾病**，經主診**註冊醫生**判斷**受保人**很大機會在診斷後的十二(12)個月內死亡而需入住註冊善終院舍，此保障將賠償因善終院舍向**受保人**提供的住宿和膳食，身體及心理支援照料及護理服務所收取的**合資格費用**及其他相關費用。

此保障必須由主診**註冊醫生**以書面建議，並且**受保人**必須由直接與該末期**不適**或末期**疾病**引致之**住院**完結後由出院當日起計九十(90)天內開始入住善終院舍。

為免存疑，此保障僅賠償未獲**本計劃條款及保障**第六部分「保障條文」第3節及本批註的第(2)節(不包括此善終服務和安寧療護)作出賠償的相關**合資格費用**及／或費用。

(X) 中醫門診(只適用於鑽級)

儘管有**條款及細則**第七部分第10節的規定，本保障將賠償在出院或**日間手術**後，由**註冊中醫師**提供的跟進門診(包括但不限於診症、治療及處方藥物)的費用。有關門診必須在**保障表**列明的期間進行，並與需要**住院**或進行**日間手術**的原因(包括任何由此引起的所有併發症)直接有關並因之而直接引致。

由**註冊中醫師**提供的診症或治療，以每日最多一(1)次為限。

為免存疑，此保障則不會賠償穴位按摩、推拿及任何下列傳統中藥：姬松茸、羚羊角粉、鹿茸、冬蟲夏草、燕窩、阿膠、靈芝、所有人參種類、海馬、麝香、珍珠粉及紫河車。

(XI) 意外急症門診治療

本保障將賠償**受保人**因**意外受傷**，並在**受傷**後的二十四(24)小時內在**醫院**門診部就該**受傷**接受治療的**合資格費用**。對於每項**受傷**，本保障須賠償的數額相等於**醫院**對該項治療(包括但不限於診症、處方西藥或診斷檢測)所實際收取的數額。

本保障僅賠償並無導致**住院**或**日間手術**的門診或**急症治療**之**合資格費用**。在任何情況下，當有關**合資格費用**可根據**本計劃條款及保障**第六部分第3節獲得賠償，此保障將不會為該**合資格費用**作出賠償。

(3) 其他保障

此條款作為補充**本計劃**的**條款及保障**第六部分「保障條文」，**本公司**須支付以下保障：

(I) 恩恤身故賠償

- (a) 受限於**本計劃**的**條款及保障**，當**本公司**收到的證據證明**受保人**在**保單**有效期間內身故，**本保障**將根據**保障表**內的應付賠償金額支付予受益人。本保障不受**自付費**所規限，並且不會計入列於**本計劃**的**保障表**內的適用**每年保障限額**及**終身保障限額**。
- (b) 在**保單**有效期間內，**保單持有人**可以透過向**本公司**作出(合乎**本公司**指定的格式)正規書面通知以提名或更改受益人。只有在經**本公司**在**受保人**在生及**保單**有效期間內令**本公司**接納並以書面方式記錄此通知書後，有關更改由該日起才具效力。**本公司**不會對在**本公司**接納並記錄此通知書前所付的任何款項或所作的其他行為負責。
- (c) 恩恤身故賠償須支付的情況下：
 - (i) 如有多於一(1)位受益人，**本公司**會按**保單持有人**所指明的比例支付恩恤身故賠償予該些受益人。若**保單持有人**沒有指明應支付予各名受益人的賠償比例，或所有比例數字加起來並非達100%，則**本公司**有酌情權向所有受益人支付相等份額的恩恤身故賠償，或憑**本公司**的合理酌情權釐定的比例支付恩恤身故賠償。
 - (ii) 在下列情況下，**本公司**將支付恩恤身故賠償予**保單持有人**(如**保單持有人**仍在生，否則撥歸**保單持有人**的遺產)：
 - aa. 在**本公司**的記錄中沒有指定的受益人；
 - bb. 受益人比**受保人**較早身故；或
 - cc. 受益人與**受保人**在同一時間身故，或受益人在**受保人**身故後十(10)天內身故，

如屬bb.及cc.的情況，**本公司**將支付已故受益人有權獲得的恩恤身故賠償部分予**保單持有人**（如**保單持有人**仍在生，否則撥歸**保單持有人**的遺產）。

- (iii) **本公司**必須在**受保人**身故之日後起計三十(30)天內收到(合乎**本公司**指定的格式)關於**受保人**身故的書面通知。若**本公司**在指定期間內未有收到有關通知，則必須令**本公司**滿意地知悉有關通知已合理地盡快提交予**本公司**。否則，**本公司**將不支付恩恤身故賠償。
- (iv) **本公司**亦必須於在**受保人**身故之日後起計九十(90)天內收到充分身故證據。若**本公司**在指定期間內仍未有收到有關的充分證據，則必須令**本公司**滿意地知悉有關充分證據已合理地盡快提交予**本公司**。否則，**本公司**將不支付恩恤身故賠償。
- (d) 賠償恩恤身故賠償予受益人或**保單持有人**(或撥歸於其遺產)將被視為**本公司**已充分及有效履行本批註上支付該款項的責任。為免存疑，任何就**本計劃**其他保障提出的索償將不受損害。
- (e) 若**受保人**於**本計劃**的**保單生效日**起計一(1)年內自殺身故，無論自殺當時**受保人**的神志是否正常，將不獲支付本**保單**應付的恩恤身故賠償。

(II) 較低級別病房現金保障(只適用於金級及鑽級)

若**受保人**就受保**醫療服務**入住**香港**私家**醫院**，而入住的病房級別低於**標準私家房**，及有關病房及膳食的**合資格費用**可按**本計劃**的**條款及保障**第六部分「保障條文」第3(a)節獲得賠償，則本現金保障將按**本計劃保障表**的限額支付每天應付賠償。

為免存疑，若**受保人**入住**香港**公立**醫院**此保障將不獲支付賠償。

本保障不受**自付費**所規限，並且不會計入列於**本計劃**的**保障表**內適用的**每年保障限額**及**終身保障限額**。

(III) 身體檢查保障(只適用於金級及鑽級)

儘管有**條款及保障**第七部第6節的規定，若**受保人**連續十二(12)個月或以上受保於**本計劃**的**條款及保障**，本身體檢查保障則應當支付相關身體檢查費用。每次**續保**後，本保障將賠償在**保單年度**內，在地域範圍限制內的合法註冊的**醫療服務**提供者接受一(1)次門診身體檢查服務所收取的費用。**本公司**將賠償身體檢查實際收取的費用並以**保障表**註明的賠償限額為限。

本保障不受**自付費**所規限，並且不會計入列於**本計劃**的**保障表**內適用的**每年保障限額**及**終身保障限額**。

(4) 分擔費用規定

此條款作為補充**本計劃**的**條款及保障**第六部分「保障條文」：

(I) 在**自付費**適用的情況下，除非於**本計劃**的**條款及保障**內另有列明，**自付費**適用於所有保障。

(II) 新增或增加**自付費**

保單持有人有權向**本公司**要求在任何一次**續保**時新增或增加**自付費**而毋須重新核保。

(III) 取消或減少**自付費**

(a) 受下列(b)條款所規限，每當**保單持有人**要求取消或減少**自付費**時，**本公司**均有權按**本計劃**的**條款及保障**第四部分「續保條文」第4(b)節而重新核保。

(b) 儘管有上述第(4)(III)(a)節的規定，**保單持有人**在下列的情況下，有權以書面要求**本公司**在毋須重新核保的情況下取消**自付費**：

(i) 該權利只適用於如(aa)在**受保人**五十五(55)歲生日當天或緊接其後的**續保日**前的三十(30)天內提交書面要求；或(bb)在**受保人**五十五(55)歲生日後每相隔五(5)年的生日當天或緊接其後的**續保日**前的三十(30)天內向**本公司**提交書面要求；及

(ii) 該權利一生只可行使一次。

(IV) 如有任何按**本計劃**的**條款及保障**應支付的**合資格費用**及其他**合理及慣常**的費用，已根據任何其他保險保障或**本計劃**的**條款及保障**第七部分第13節作出賠償，該**保單年度**餘下的**自付費**(如適用)將扣減該賠償金額。

(5) 下列定義適用於本批註：

「**慢性及不可逆轉性腎衰竭**」是指末期腎病，**受保人**並因此進行定期腹膜透析、血液透析或已接受腎臟移植手術。

「**普通房**」是指**醫院**列為普通房的房間。如**醫院**沒有列明病房分類，**普通房**是指三(3)名或以上人士共用的**醫院**病房，但不包括任何**半私家房**或以上的病房。

「**洗腎中心**」是指任何獲有關**政府**當局合法授權，並提供腹膜透析或血液透析設施以治療**慢性及不可逆轉性腎衰竭**的醫療中心。

「**澳門**」是指「中華人民共和國澳門特別行政區」。

「**物理治療師**」是指該名物理治療師：

- (a) 具有正式資格並已根據《物理治療師(註冊及紀律處分程序)規例》(**香港**法例第359J章)在物理治療師管理委員會註冊或在**香港**境外司法管轄區內由**本公司**絕對真誠及合理地認為具有同等效力的團體註冊；及
- (b) 在**香港**或**香港**境外的司法管轄區，經當地法例許可提供相關物理治療服務予**受保人**，

下列人士在任何情況下均不得包括在內 — **受保人**、**保單持有人**、或**保單持有人**及／或**受保人**的保險中介人、僱主、僱員、直系親屬或業務夥伴(除非事先經**本公司**的書面批准)。若該物理治療師未能按**香港**法例或在**香港**以外的司法管轄區具有同等效力的團體註冊(由**本公司**絕對真誠及合理地決定)，**本公司**必須作出合理的判斷，以決定該物理治療師是否仍被視為符合資格及已註冊。

「**合資格護士**」是指該名護士：

- (a) 具有正式資格並已根據護士註冊條例(**香港**法例第164章)在**香港**護士管理局或在**香港**境外的司法管轄區內由**本公司**絕對真誠及合理地認為具有同等效力的團體註冊；及
- (b) 在**香港**或**香港**境外的司法管轄區，經當地法例許可提供相關護理服務予**受保人**。

下列人士在任何情況下均不得包括在內 — **受保人**、**保單持有人**、或**保單持有人**及／或**受保人**的保險中介人、僱主、僱員、直系親屬或業務夥伴(除非事先經**本公司**的書面批准)。若該護士未能按**香港**法例或在**香港**以外的司法管轄區具有同等效力的團體註冊(由**本公司**絕對真誠及合理地決定)，**本公司**必須作出合理的判斷，以決定該護士是否仍被視為符合資格及已註冊。

「**註冊中醫**」是指符合以下資格的中醫師：

- (a) 具有正式資格並已按中醫藥條例(**香港**法例第549章)在**香港**中醫藥管理委員會註冊，或在**香港**境外的司法管轄區內由**本公司**絕對真誠及合理地認為具有同等效力的團體註冊；及
- (b) 在**香港**或**香港**境外的司法管轄區，經當地法例許可提供相關中醫治療服務予**受保人**

下列人士在任何情況下均不得包括在內 — **受保人**、**保單持有人**、或**保單持有人**及／或**受保人**的保險中介人、僱主、僱員、直系親屬或業務夥伴(除非事先經**本公司**的書面批准)。若該中醫師未能按**香港**法例或在**香港**以外的司法管轄區具有同等效力的團體註冊(由**本公司**絕對真誠及合理地決定)，**本公司**必須作出合理的判斷，以決定該中醫師是否仍被視為符合資格及已註冊。

「**復康**」是指綜合各種治療方法，如物理治療、職業治療及言語治療的**醫療所需**治療，旨在於出現**不適**或**受傷**後恢復至正常狀態及／或機能。

「**半私家房**」是指**醫院**列為半私家房或二等房的房間。如**醫院**沒有列明病房分類，**半私家房**是指不多於二(2)名人士共用的**醫院**病房，但不包括任何**標準私家房**或以上的病房。

「**標準私家房**」是指於**醫院**列為單人、私人或頭等房的房間。如**醫院**沒有列明病房分類，**標準私家房**是指於**醫院**內附有私人浴室或淋浴室只供病人私人使用的房間。但不包括任何(1)被**醫院**列為標準單人房以上等級病房的單人房或(2)當**醫院**沒有列明病房分類，設有額外設施如私人廚房、飯廳或客廳的單人房。

- (6) 除本批註另行釋義外，本批註內使用的詞彙與**本計劃**的**條款及保障**內被釋義的詞彙具有相同意義。

無索償折扣批註

本批註附屬並構成滙豐自願醫保靈活計劃(「**本計劃**」)的**條款及保障**一部分。

(1) 無索償折扣將會由合資格**保單年度**的**續保日**起從**本計劃**的年繳保費中扣除，惟前提是在緊接著該**續保日**前的指明期間(於下文第(4)節表格內定義的「**無索償期**」)內，並根據**本計劃**內所有條款下：

(a) **本計劃**持續生效；及

(b) 除了額外保障條文批註第(3)(III)節之身體檢查保障外，**本公司**從沒有按**本計劃**支付賠償。

為免存疑，如有保障須作賠償但由於**自付費**的原因而沒有實際支付，該有關**保單年度**將不會被計算在**無索償期**內。

(2) 根據本**條款及保障**的**標準保費**及任何**附加保費**應付的保費徵費(由保險業監管局徵收)，將於扣除本批註的所有折扣後計算。

(3) 無索償折扣相等於適用的無索償折扣百分比(列於下文第(4)節表格內定義的「**無索償折扣百分比**」)乘以**本計劃**在緊接著該**續保日**前的**保單年度**的年繳保費(該年繳保費為扣除無索償折扣前，家庭折扣後及包括**附加保費**(如有)後的保費)。

(4) 根據以下表格，適用的**無索償折扣百分比**將取決於**無索償期**的時間長短：

緊接 續保日 前的 無索償期	無索償折扣百分比
連續三(3)個 保單年度	百分之五 5%
連續四(4)個 保單年度	百分之十 10%
連續五(5)個或以上 保單年度	百分之十五 15%

(5) 在扣除無索償折扣後，若**本公司**須就前五(5)個**保單年度**內產生的索償按**本計劃**支付賠償，則無索償折扣應根據有關賠償額而重新計算，及**保單持有人**須立即向**本公司**交回實際提供予**保單持有人**的無索償折扣與重新計算的無索償折扣金額之間的差額。

(6) 為免存疑，決定無索償折扣時將按產生醫療費用的**保單年度**為基準，而並非按入院或出院時的**保單年度**。

(7) **本公司**只會就第(4)節列明的其中一個**無索償期**選項提供無索償折扣，而不會同時提供多於一個選項的無索償折扣。

(8) 除本批註另行釋義外，本批註內使用的詞彙與**本計劃**的**條款及保障**內被釋義的詞彙具有相同意義。

(9) 本批註須與**本計劃**的**條款及保障**第三部分「保費條文」一併閱讀。

家庭折扣批註

本批註附屬並構成滙豐自願醫保靈活計劃(「**本計劃**」)**條款及保障**的一部分。

- (1) 本批註所述的家庭折扣將適用於**本計劃條款及保障**的應付保費中並在考慮**本計劃條款及保障**任何其他折扣之前扣除。
- (2) 根據本**條款及保障**的**標準保費**及任何**附加保費**應付的保費徵費(由保險業監管局徵收)，將於扣除本批註的所有折扣後計算。
- (3) 由**保單生效日**及任何**續保日**起，若符合以下第(4)節的要求，則一(1)項家庭折扣將會於該**保單年度**之保費內扣除。
- (4) 家庭折扣將相等於由**保單生效日**或相應**續保日**起計，該**保單年度**就本**條款及保障**應支付的**標準保費**及任何**附加保費**，乘以以下列明的家庭折扣百分比 —

要求	家庭折扣百分比
兩(2)名或以上 家庭成員 於 保單生效日 或 續保日 受保於 本計劃 的 保單	百分之十 10%

為免存疑，於計算**家庭成員**人數時，不論已就同一名**家庭成員**繕發多少份**本計劃**的**保單**作為**受保人**，該名**家庭成員**亦只會被視作一(1)名**家庭成員**計算。

- (5) 就本第(4)節而言，「**家庭成員**」是指 —
 - (I) **保單持有人**；
 - (II) **保單持有人**的配偶或**伴侶**。**伴侶**是指與另一人忠誠地保持持續、以及唯一的關係的人士(不論同性或異性)；
 - (III) **保單持有人**或**保單持有人**配偶或**伴侶**的子女(包括繼子女及合法領養子女)；
 - (IV) **保單持有人**或**保單持有人**配偶或**伴侶**的父母(包括繼父母及合法之無血緣關係的父母)；
 - (V) **保單持有人**或**保單持有人**配偶或**伴侶**的兄弟姐妹(包括繼兄弟姐妹及合法之無血緣關係的兄弟姐妹)；或
 - (VI) **保單持有人**或**保單持有人**配偶或**伴侶**的祖父母／外祖父母(包括繼祖父母／外祖父母及合法之無血緣關係的祖父母／外祖父母)。
- (6) 除本批註另行釋義外，本批註內使用的詞彙與**本計劃**的**條款及保障**內被釋義的詞彙具有相同意義。
- (7) 本批註須與**本計劃**的**條款及保障**第三部分「保費條文」一併閱讀。

保障表 — 滙豐自願醫保靈活計劃 (金級)

保障項目 (a) — (I) 及額外保障 (I) — (VI) 的 每年保障限額	每 保單年度 \$30,000,000
保障項目 (a) — (I) 及額外保障 (I) — (VI) 的 終身保障限額	無
自付費	\$50,000
地域範圍限制	亞洲 ⁽¹⁾ 、澳洲及紐西蘭
可享病房級別	標準私家房

保障項目 ⁽²⁾		賠償限額(港元)
(a)	病房及膳食	全額支付 ⁽³⁾
(b)	雜項開支	全額支付 ⁽³⁾ (受規限於額外保障 (II)「醫療裝置」的保障限額)
(c)	主診醫生巡房費	全額支付 ⁽³⁾
(d)	專科醫生費 ⁽⁴⁾	
(e)	深切治療	全額支付 ⁽³⁾ (每 保單年度 最多 30 日)
(f)	外科醫生費	全額支付 ⁽³⁾ 不論手術的分類
(g)	麻醉科醫生費	
(h)	手術室費	
(i)	訂明診斷成像檢測 ⁽⁴⁾⁽⁵⁾	全額支付 ⁽³⁾
(j)	訂明非手術癌症治療 ⁽⁶⁾	
(k)	入院前或出院後 / 日間手術 前後的門診護理 ⁽⁴⁾	全額支付 ⁽³⁾ 以下列明之診症： <ul style="list-style-type: none"> • 住院 / 日間手術前最多 1 次門診或急症診症 • 出院 / 日間手術後 90 日內最多 3 次跟進門診
(l)	精神科治療	每 保單年度 \$30,000

保障項目 ⁽²⁾		賠償限額(港元)
額外保障		
(I)	出院後/ 日間手術 後的門診物理治療 ⁽⁴⁾	每 保單年度 \$10,000 (出院/ 日間手術 後90日內及只有當保障項目(k)的保障耗盡時才作出賠償,最多每日一次)
(II)	醫療裝置	指定項目:全額支付 ⁽³⁾ 其他項目:每 保單年度 \$150,000
(III)	住院 陪床	全額支付 ⁽³⁾
(IV)	門診洗腎	全額支付 ⁽³⁾
(V)	家中看護 ⁽⁴⁾	全額支付 ⁽³⁾ (出院/ 日間手術 後90日內;限於每日由1位 合資格護士 提供家中看護服務及每 保單年度 最多90日)
(VI)	器官移植的捐贈者保障	器官移植總額之30%
(VII)	私人看護 ⁽⁴⁾	全額支付 ⁽³⁾ (限於每日由1位 合資格護士 提供私人看護服務及每 保單年度 最多30日)
(VIII)	復康 保障 ⁽⁴⁾	每 保單年度 \$80,000,每 保單年度 最多90日
(IX)	意外急症 門診治療	全額支付 ⁽³⁾
其他保障		
(I)	恩恤身故賠償	\$10,000
(II)	較低級別病房現金保障	每日\$2,000 (每次住院最多10日)
(III)	身體檢查保障	每 保單年度 \$1,000 (由第二 保單年度 開始)

註解 —

- (1) **亞洲**是指阿富汗、孟加拉、不丹、汶萊、**大中華**、印度、印尼、日本、哈薩克、吉爾吉斯、老撾、馬來西亞、馬爾代夫、蒙古、緬甸、尼泊爾、菲律賓、新加坡、南韓、塔吉克、泰國、東帝汶、土庫曼、烏茲別克及越南。詳情請參閱額外保障條文批註。
- (2) 同一項目的**合資格費用**不可獲上述表中多於一個保障項目的賠償(另有說明除外)。
- (3) 全額支付是指按**本計劃**的**條款及保障**應支付的**合資格費用**及其他費用。
- (4) **本公司**有權要求有關書面建議的證明,例如轉介信或由主診醫生或**註冊醫生**在索償申請表內提供的陳述。
- (5) 檢測只包括電腦斷層掃描(“CT”掃描)、磁力共振掃描(“MRI”掃描)、正電子放射斷層掃描(“PET”掃描)、PET-CT組合及PET-MRI組合。
- (6) 治療只包括放射性治療、化療、標靶治療、免疫治療及荷爾蒙治療。

手術表

程序/手術	分類	
腹部及消化系統		
食道、胃及十二指腸	食道病變組織切除術/經頸進行食道病變組織或組織破壞術	大型
	高選擇性胃迷走神經切斷術	大型
	腹腔鏡胃底摺疊術	大型
	腹腔鏡式食道裂孔疝氣修補術	大型
	食道胃十二指腸內窺鏡檢查，連或不連活體組織檢查及/或息肉切除術	小型
	食道胃十二指腸內窺鏡檢查連異物清除	小型
	食道胃十二指腸內窺鏡連食道/胃靜脈曲張結紮/綁紮術	中型
	食道切除術	複雜
	食道全切除術及腸插入手術	複雜
	經皮膚進行胃造口術	小型
	永久胃切開術/胃腸造口術	大型
	部分胃切除術連或不連空腸移位術	大型
	部分胃切除術連十二指腸/空腸接合術	大型
	部分胃切除術連接合食道術	複雜
	近端胃切除術/根治性胃切除術/全部胃切除術連或不連腸插入術	複雜
	十二指腸撕裂縫合術/十二指腸潰瘍修補術	大型
	胃迷走神經切斷術及/或幽門成形術	大型
空腸、迴腸及大腸	開放式或腹腔鏡式闌尾炎切除術	中型
	肛裂切除術	小型
	肛瘻管切開術或切除術	中型
	肛周膿腫的切除術及引流術	小型
	修補直腸脫垂的德洛姆手術	大型
	結腸鏡檢查連或不連活體組織檢查	小型
	結腸鏡檢查，連息肉切除術	小型
	乙狀結腸內窺鏡檢查	小型
	外痔或內痔切除術	中型
	痔瘡的注射療法或綁紮術	小型
	迴腸造口術或結腸造口術	大型
	開放式或腹腔鏡式直腸前位切除術	複雜
	開放式或腹腔鏡式經腹部會陰切除術	複雜
	開放式或腹腔鏡式結腸切除術	複雜
	開放式或腹腔鏡式直腸低前位切除術	複雜
	腸扭結或腸套疊復位術	中型
	小腸切除術及接合術	大型
膽管	開放式或腹腔鏡式膽囊切除術	大型
	逆行內窺鏡膽胰管造影術	中型
	逆行內窺鏡膽胰管造影術連乳突物手術、膽結石摘取或其他相關手術	中型

程序/手術		分類
肝臟	幼針抽吸肝活體組織檢查	小型
	肝移植手術	複雜
	開放式肝病變組織/肝囊腫或肝膿腫袋形縫合術	大型
	開放式或腹腔鏡式移除肝病變組織	大型
	開放式或腹腔鏡式肝次葉切除術	大型
	開放式或腹腔鏡式肝葉切除術	複雜
	開放式或腹腔鏡式肝楔形切除術	大型
胰臟	閉合式胰管活體組織檢查	中型
	胰臟/胰管病變組織或組織的切除術或破壞術	大型
	胰臟十二指腸切除術(惠普爾手術)	複雜
腹部	剖腹探查	大型
	腹腔鏡檢查/腹膜內窺鏡檢查	中型
	開放式或腹腔鏡式的單側疝切開/縫合術	中型
	開放式或腹腔鏡式的兩側疝切開/縫合術	大型
	開放式或腹腔鏡式的單側腹腔溝疝修補術	中型
	開放式或腹腔鏡式的兩側腹腔溝疝修補術	大型
腦部及中樞神經系統		
神經外科手術	腦部活體組織檢查	大型
	顱骨鑽孔術	中型
	顱骨切除術	複雜
	顱神經減壓術	複雜
	腦室引流沖洗術	小型
	腦室引流的維修清除術，包括修正術	中型
	建立腦室腹腔引流或皮下腦脊液儲存器	大型
	顱內動脈瘤鉗夾術	複雜
	顱內動脈瘤包裹術	複雜
	顱內動靜脈血管畸形切除手術	複雜
	聽覺神經瘤切除術	複雜
	腦腫瘤或腦膿腫切除術	複雜
	顱神經腫瘤切除手術	複雜
	治療三叉神經節氣囊的射頻溫熱凝固術	中型
	使用射頻進行閉合式三叉神經根切斷術	大型
	三叉神經根減壓術/開放式三叉神經根切斷術	複雜
	大腦包括腦葉切除手術	複雜
	大腦半球切除術	複雜
脊椎手術	腰椎穿刺或小腦延髓池穿刺手術	小型
	脊髓或脊神經根減壓術	大型
	頸交感神經切除術	中型
	胸腔鏡或腰交感神經切除術	大型
	脊髓管內硬膜內或硬膜外的腫瘤切除術	複雜

程序/手術	分類	
心血管系統		
心臟	心臟導管插入	中型
	冠狀動脈分流手術	複雜
	心臟移植	複雜
	心臟起搏器置入	中型
	心包穿刺術	小型
	心包切開術	大型
	經皮刺穿冠狀動脈腔內成形術及有關程序，包括：激光、支架置入、馬達扇頁切割、氣囊擴張或射頻切割技術	大型
	肺動脈瓣切開術、氣囊/腔內激光/腔內射頻術	大型
	經皮心瓣成形術	大型
	主動脈瓣擴張術/二尖瓣切開術	大型
	閉合式心瓣切開術	複雜
	心臟直視心瓣成形術	複雜
	心瓣置換	複雜
血管	腹內動脈/脾靜脈腎靜脈/門靜脈腔靜脈分流術	複雜
	腹腔血管切除術連置換/接合術	複雜
內分泌系統		
腎上腺	腹腔鏡式或腹膜後腔鏡式單側腎上腺切除術	大型
	腹腔鏡式或腹膜後腔鏡式兩側腎上腺切除術	複雜
松果腺	松果腺全切除術	複雜
腦下垂體	腦下垂體腫瘤切除術	複雜
甲狀腺	幼針抽吸甲狀腺活組織檢查連或不連影像導引	小型
	半甲狀腺切除術/部分甲狀腺切除術/大部分甲狀腺切除術/副甲狀腺切除術	大型
	甲狀腺全切除術/副甲狀腺全切除術/機械人輔助式甲狀腺全切除術	大型
	甲狀舌管囊腫切除術	中型
耳鼻喉/呼吸系統		
耳	耳道閉鎖/耳道狹窄的耳道成形術	大型
	耳前囊腫/耳前竇切除術	小型
	耳廓血腫引流/裝鈕/切除術	小型
	耳道成形術	中型
	(耳科)異物清除術	小型
	切開鼓室進行中耳腫瘤切除術	大型
	鼓膜切開術連或不連導管插入	小型
	鼓膜成形術/鼓室成形術	大型
	聽小骨成形術	大型
	全部/部分迷路切除術	大型
	乳突切除術	大型
	耳蝸手術及/或人工耳蝸植入	複雜
	內淋巴囊手術/內淋巴囊減壓術	大型
	圓窗或卵圓窗瘻管修補術	中型
	鼓室交感神經切除術	大型
	前庭神經切除術	中型

程序/手術	分類	
鼻、口及咽喉	上頷竇穿刺及沖洗術	小型
	鼻粘膜燒灼術/鼻衄控制	小型
	鼻骨折閉合復位術	小型
	口竇瘻管閉合術	中型
	淚囊鼻腔造口術	中型
	鼻病變組織切除術	小型
	鼻咽鏡檢查或鼻鏡檢查連或不連鼻腔活體組織檢查連或不連清除異物	小型
	鼻瘻肉切除術	小型
	考一路二氏手術/以考一路二氏式進行/上頷竇切除術	中型
	篩竇/上頷竇/額竇/蝶竇內窺鏡手術	中型
	延伸性額竇內窺鏡手術連經中隔的額竇切開術	大型
	額竇切開術或篩竇切除術	中型
	額竇切除術	大型
	功能性鼻竇內窺鏡手術	大型
	兩側功能性鼻竇內窺鏡手術	複雜
	上頷竇/蝶竇/篩竇動脈結紮術	中型
	其他鼻內手術，包括激光手術(除了簡易的鼻鏡檢查、活體組織檢查及血管燒灼術)	中型
	鼻成形術	中型
	鼻咽腫瘤切除術	中型
	竇腔鏡連或不連活體組織檢查	小型
	鼻中隔成形術連或不連黏膜下層切除術	中型
	鼻中隔黏膜下層切除術	中型
	鼻甲切除術/黏膜下鼻甲切除術	中型
	腺樣體切除術	小型
	扁桃體切除術連或不連腺樣體切除術	中型
	咽囊/咽憩室切除術	中型
	咽成形術	中型
	治療睡眠相關呼吸疾病的舌骨懸吊術、上顎/下顎/舌頭前移術、激光懸吊術/切除術、射頻切割輔助垂腭咽成形術、垂腭咽成形術	中型
	治療舌下囊腫的袋形縫合術/切除術	中型
	表層腮腺清除術	中型
	腮腺清除術/腮腺切除術	大型
	下頷唾腺液清除術	中型
	下頷腺導管移位術	中型
下頷腺切除術	中型	
呼吸系統	杓狀軟骨半脫位 — 喉鏡復位術	小型
	支氣管鏡檢查連或不連活體組織檢查	小型
	支氣管鏡連清除異物	小型
	喉鏡檢查連或不連活體組織檢查	小型
	喉頭/氣管狹窄 — 喉內/開放式支架置入術/重建術	大型
	喉頭分流術	中型

程序/手術		分類
	喉切除術連或不連根治性頸淋巴組織切除術	複雜
	喉顯微鏡檢查連或不連活體組織檢查，連或不連小結/息肉/聲帶水腫切除術	小型
	喉腫瘤切除術	中型
	會厭窩囊腫清除術	中型
	喉骨折修補術	大型
	治療聲帶麻痺注射法	小型
	氣管食道穿刺術進行語音復建	小型
	治療聲帶麻痺的甲狀軟骨成形術	中型
	聲帶手術包括使用激光技術(惡性腫瘤除外)	小型
	氣管造口術 — 臨時性/永久性/修正術	小型
	肺葉切除術/肺切除術	複雜
	胸膜切除術	大型
	肺節段切除術	大型
	治療氣胸的胸腔穿刺術/胸管插入術	小型
	胸腔鏡連或不連活體組織檢查	中型
	胸廓成形術	大型
	胸腺切除術	大型
眼部		
眼	眼瞼損傷組織切除術/刮除術/冷凍治療	小型
	眼瞼縫合術/眼緣縫合術	小型
	瞼內翻或瞼外翻修補術連或不連楔型切除術	小型
	部分皮層眼瞼重建術	中型
	結膜損傷組織切除術/破壞術	小型
	贅肉切除術	小型
	角膜移植術、嚴重傷口修復及角膜成形術，包括角膜移植	大型
	激光清除術或角膜損傷組織破壞術	中型
	角膜異物清除術	小型
	角膜修復手術	中型
	角膜撕裂或受傷的縫補術/修補術連結膜移位	中型
	晶狀體囊抽吸術	中型
	晶狀體囊切開術，包括使用激光	中型
	囊外/囊內晶狀體摘除術	中型
	去除眼內晶狀體/植入物	中型
	為脈絡膜視網膜損傷組織進行的手術	中型
	白內障超聲乳化手術連人工晶體植入	中型
	氣體視網膜粘結術	中型
	視網膜光凝固療法	中型
	視網膜脫落/撕裂的修補手術	中型
	視網膜撕裂/脫落的修補術連扣帶術	大型
	視網膜脫落扣帶術/環紮術	大型
	睫狀體分離術	中型
	小梁切除術，包括使用激光	中型
	青光眼手術治療包括置入植入物	中型
	玻璃體診斷性抽吸術	小型

程序/手術		分類
	注入玻璃體替代物	中型
	玻璃體切除術/移除術	大型
	虹膜活體組織檢查	小型
	虹膜/眼前半段/睫狀體損傷組織切除術	中型
	脫垂虹膜切除術	中型
	虹膜切開術	中型
	虹膜切除術	中型
	激光虹膜成形連或不連瞳孔成形術	中型
	虹膜嵌頓術及虹膜牽張術	中型
	鞏膜造瘻術連或不連虹膜切除術	中型
	鞏膜熱灼術連或不連虹膜切除術	中型
	睫狀體縮減術	中型
	眼外肌或肌腱活體組織檢查	小型
	單一條眼外肌手術	中型
	眼球穿孔傷口連箱閉或眼色素膜脫落修補術	大型
	眼球摘除術	中型
	眼球/眼內物摘除術	中型
	眼球或眼眶修補術	中型
	結膜淚囊鼻腔造口術	中型
	結膜淚囊鼻腔造口術連導管或支架插入	中型
	淚囊鼻腔造口術	中型
	淚囊及淚道切除術	小型
	淚腺切除術	中型
	淚小管/鼻淚管探查連或不連沖洗	小型
	淚小管修補術	中型
	瞳孔成形術	中型
女性生殖系統		
子宮頸	子宮頸截除術	中型
	陰道鏡檢查連或不連活體組織檢查	小型
	子宮頸錐形切除術	小型
	使用切除術/冷凍手術/燒灼術/激光破壞子宮頸病變組織	小型
	子宮頸內膜刮除術	小型
	子宮頸電環切除術	小型
	子宮頸囊腫袋形縫合術	小型
	子宮頸修補術	小型
	子宮頸瘻管修補術	中型
	子宮頸/子宮/陰道撕裂縫合術	中型
輸卵管及卵巢^	輸卵管擴張術/吹氣術	小型
	開放式或腹腔鏡式切除/破壞輸卵管病變組織	大型
	輸卵管修補術	大型
	輸卵管造口術/輸卵管切開術	中型
	全部或部分輸卵管切除術	中型
	輸卵管成形術	中型
	卵巢囊腫抽吸術	小型

程序/手術	分類
開放式或腹腔鏡式卵巢囊腫切除術	大型
開放式或腹腔鏡式卵巢楔形切除術	大型
卵巢切除術	中型
腹腔鏡式卵巢切除術	大型
開放式或腹腔鏡式輸卵管卵巢切除術	大型
開放式或腹腔鏡式輸卵管卵巢膿瘍引流術	中型
^ 除非另有說明，此類別應用於單側或兩側(輸卵管及卵巢)	
子宮	
子宮頸擴張及刮宮術	小型
宮腔鏡檢查連或不連活體組織檢查	小型
宮腔鏡檢查連切除或破壞子宮及承重結構	中型
子宮切開術	大型
腹腔鏡輔助的陰道子宮切除術	大型
經陰道切除子宮連或不連膀胱突出症及/或直腸突出症的修補術	大型
開放式或腹腔鏡式經腹部切除全部/大部分子宮連或不連兩側輸卵管卵巢切除術	大型
經腹部進行根治性子宮切除術	複雜
開放式或腹腔鏡式子宮肌瘤切除術	大型
經陰道或宮腔鏡切除子宮肌瘤	中型
腹腔鏡式盆腔膿腫引流術	中型
陰道懸吊術	大型
盆腔底修補術	大型
盆腔臟器切除術	複雜
子宮懸吊術	中型
陰道	
使用切除術/冷凍手術/燒灼術/激光破壞陰道病變組織	小型
陰道承托環的嵌入或移除	小型
巴多林氏腺囊腫袋形縫合術	小型
陰道剝脫術或陰道斷端術	小型
陰道切開術	中型
陰道部分切除術	中型
陰道全切除術	大型
根治性陰道切除術	複雜
陰道前壁修補術使用或不使用基利氏聯針法	中型
陰道後壁修補術	中型
陰道穹窿閉塞術	中型
骶棘韌帶懸吊或陰道固定術	中型
骶骨陰道固定術	中型
經陰道進行腸疝修補術	中型
尿道陰道瘻管閉合術	中型
經陰道進行直腸陰道瘻管修補術	中型
經腹部進行直腸陰道瘻管修補術	大型
後穹窿穿刺術	小型
子宮直腸凹切開術	小型
陰道橫隔切除術	小型
麥哥氏後穹窿整型術	中型
陰道重建術	大型

程序/手術		分類
外陰及入口	使用切除術/冷凍手術/燒灼術/激光破壞外陰病變組織	小型
	闊邊局部外陰冷刀切除術或子宮頸電環切除術	小型
	前庭腺炎切除術	小型
	切除外陰活體組織檢查	小型
	外陰及會陰切開術及引流術	小型
	外陰粘連鬆解術	小型
	外陰或會陰瘻管修補術	小型
	外陰及/或會陰撕裂縫合術/修補術	小型
	外陰切除術	中型
	根治性外陰切除術	大型
血液淋巴系統		
淋巴結	淋巴結病變組織/膿腫引流術	小型
	表面淋巴結活體組織檢查/切除/淋巴結構的單純切除術	小型
	頸淋巴結切開活組織檢查/幼針抽吸淋巴結活組織檢查	小型
	深淋巴結/淋巴管瘤/囊狀水瘤切除術	中型
	兩側腹股溝淋巴結切除術	中型
	頸淋巴結切除術	中型
	腹股溝及盤骨淋巴結切除術	大型
	根治性腹股溝清掃術	大型
	根治性盤腔淋巴結切除術	大型
	選擇性/根治性/功能性頸淋巴結切除術	大型
	腋淋巴結廣泛性切除術	大型
脾臟	開放式或腹腔鏡式脾切除術	大型
男性生殖系統		
前列腺	前列腺膿腫外部引流術	小型
	激光前列腺氣化術	大型
	等離子激光前列腺氣化術	大型
	前列腺活體組織檢查	小型
	經尿道微波電療法	中型
	經尿道前列腺切除術	大型
	開放式或腹腔鏡式前列腺切除術	大型
	開放式或腹腔鏡式根治性前列腺切除術	複雜
陰莖	包皮環切術	小型
	痛性陰莖勃起鬆解術	大型
	隱藏陰莖修補術/陰莖抽出術	中型
睪丸 [^]	附睪切除術	中型
	睪丸探查	中型
	腹腔鏡探查未降睪丸	大型
	睪丸固定術	中型
	腹腔鏡式睪丸切除術或睪丸固定術	大型
	睪丸扭轉復位及固定術	中型
	睪丸活體組織檢查	小型
	睪丸鞘膜積水高位結紮術	中型
	睪丸鞘膜積水抽液手術	小型
	精索靜脈曲張及睪丸鞘膜積液切除術	中型

程序/手術		分類
	精索靜脈曲張切除術(顯微外科)	大型
	^ 如非特別說明, 此類別應用於單側或兩側(睪丸)	
輸精管	輸精管結紮手術	小型
肌肉骨骼系統		
骨	單肢的手指/腳趾截肢術	中型
	單臂/單手/單腿/單腳截肢術	中型
	拇趾囊腫切除術	中型
	拇趾囊腫切除術並進行軟組織矯正及第一蹠骨切除術	大型
	橈骨頭切除術	中型
	因良性疾病切除下頷骨	中型
	膝蓋骨切除術	大型
	部分面骨骨切除術	中型
	面部死骨切除術	中型
	腕/手/腿骨的楔形截骨術	大型
	上臂/下臂/大腿的楔形截骨術	大型
	肩胛骨/鎖骨/胸骨的楔形截骨術	大型
	關節	關節鏡引流及清創手術
關節鏡移除關節內游離體		中型
關節鏡檢查連或不連活體組織檢查		中型
關節鏡輔助進行韌帶重建術		大型
關節鏡班卡特修補術		大型
經關節鏡肩關節上孟唇由前往後撕裂的修補術		大型
關節鏡旋轉套修復術		大型
肩峰切除術		大型
肩關節融合術		大型
肘關節融合術/三關節融合術		大型
髌關節/髌關節融合術		複雜
手/手指/足/足趾的關節置換連植入術		大型
腕融合術		大型
腕滑膜切除術		中型
腳趾指骨間關節融合術		中型
手指指骨間關節融合術		大型
肩關節切除術/半肩關節置換術		大型
髌關節/膝關節/手腕關節/肘關節切除術		大型
髌關節/膝關節切除術連局部釋放抗生素		複雜
顫顎關節成形術連或不連自體移植		大型
關節抽吸術/注射		小型
麻醉下進行關節鬆弛治療		小型
金屬股骨頭置入術		大型
前十字韌帶重建術		大型
開放式或關節鏡式鏡半月板切除術		大型
後十字韌帶重建術		大型
副韌帶修復術		大型
十字韌帶修補術		大型

程序/手術	分類
踝及足關節囊或韌帶的縫合術	大型
全肩置換術	複雜
全膝置換術	複雜
全髖置換術	複雜
部分髖關節置換術	大型
肌肉及肌腱	
跟腱修補術	中型
跟腱切斷術	中型
肌肉或肌腱放鬆或收緊手術(除手部以外)/肌肉損傷組織切除術	中型
手部肌肉或肌腱放鬆或收緊手術	大型
肌肉損傷組織切除術	中型
肌腱延長，包括腱切斷術	中型
開放式肌肉活體組織檢查	小型
橈骨莖突狹窄性腱鞘炎	小型
板機指鬆解術	小型
網球肘(肱骨外上髁炎)鬆解術	小型
肌肉轉移/移植/再接合術	大型
不涉及手部的肌腱修復術/縫合術	中型
手肌腱修復術/縫合術	大型
腱鞘滑膜切除術/滑膜切除術	中型
手腕/手肌腱移位術	大型
二期肌腱修補術，包括移植、轉移及/或假體置入	大型
骨折及脫位	
顳顎/指間骨/肩峰關節脫位閉合復位術	小型
肩膀/肘/腕/踝骨脫位閉合復位術	中型
科雷氏骨折閉合復位術連經皮膚克氏 固定治療	大型
手臂/腿骨/髖骨/盤骨骨折閉合復位術連內固定術	大型
顎骨骨折閉合復位術連內固定術	中型
肩胛骨/鎖骨/指骨/髖骨骨折閉合復位術不連內固定術	小型
上臂/前臂/手腕/手/腿/足骨骨折閉合復位術不連內固定術	中型
鎖骨/手骨/踝骨/足骨骨折閉合復位術連內固定術	中型
股骨骨折閉合復位術連或不連內固定術	大型
關節窩骨折閉合/開放復位術連內固定術	複雜
顎骨骨折開放復位術連內固定術	大型
鎖骨/手/足骨骨折開放復位術(除腕骨/踝骨/跟骨外)連或不連內固定術	中型
手臂/腿骨/髖骨/肩胛骨骨折開放復位術連或不連內固定術	大型
股骨/跟骨/踝骨骨折開放復位術連或不連內固定術	大型
使用外固定支架及徹底傷口清創術的複合性骨折手術治療	中型
拆除因舊骨折而裝上的螺絲、釘、金屬板及其他金屬(股骨除外)	小型

程序/手術		分類
脊椎	人造頸椎間盤置換術	複雜
	頸/頸胸/C4/5及C5/6前脊柱融合術連鎖定骨板	大型
	除頸/頸胸/C4/5及C5/6以外的前脊柱融合術連鎖定骨板	複雜
	前脊椎融合術連儀器設置	複雜
	頸椎板成形術	大型
	椎板切除術或椎間盤切除術	大型
	椎板切除術連椎間盤切除術	複雜
	胸/頸胸/胸腰/T5至L1/環 — 樞椎後脊椎融合術	大型
	(除胸/頸胸/胸腰/T5至L1/環 — 樞椎以外的)後脊椎融合術	複雜
	後脊椎融合術連儀器設置	複雜
	脊椎活體組織檢查	小型
	脊椎融合術，連或不連椎間孔切開術，連或不連椎板切除術，連或不連椎間盤切除術	複雜
	脊椎截骨術	複雜
	椎體成形術/椎體矯正術	中型
其他	神經節/滑囊切除術	小型
	掌腱膜攣縮的閉合式/經皮膚刺針筋膜切開術	小型
	掌腱膜攣縮的根治性或全部筋膜切開術	大型
	開放式或內窺鏡式腕道或踝管鬆解術	中型
	周圍神經鬆解術	中型
	尺神經移位術	中型
	滑動式/復位式下巴整形術	中型
皮膚及乳房		
皮膚	皮膚或皮下病變組織切除術/冷凍術/電灼術/激光治療	小型
	指甲下血腫或膿腫引流術	小型
	脂肪瘤切除術	小型
	用於移植的切皮手術	小型
	皮膚膿腫切開術及/或引流術	小型
	皮膚及/或皮下組織切開術及/或異物清除	小型
	皮膚及皮下病變組織的局部切除術或破壞術	小型
	皮膚傷口縫合術	小型
	外科洗滌及縫合術	小型
趾甲楔形切除術	小型	
乳房	乳房腫瘤/腫塊切除術連或不連活體組織檢查	中型
	幼針抽吸乳房囊腫檢查	小型
	乳房活體組織檢查	小型
	改良式根治性乳房切除術	大型
	部分或簡易乳房切除術	中型
	部分或根治性乳房切除連腋窩淋巴切除術	大型
	全部或根治性乳房切除術	大型
	乳管內乳頭狀瘤切除術	中型
	男性乳腺增生切除術	中型

程序/手術	分類	
泌尿系統		
腎臟	因泌尿系統結石進行的體外衝擊波碎石術	中型
	腎石切除術/腎盂切開術	大型
	腎內窺鏡	大型
	經皮膚插入腎造口管手術	小型
	腎活體組織檢查	小型
	開放式或使用腹腔鏡或後腹腔鏡的腎切除術	大型
	部分/下端腎切除術	複雜
	腎移植手術	複雜
膀胱、輸尿管及尿道	膀胱鏡檢查連或不連活體組織檢查	小型
	膀胱鏡連輸尿管導管插入/經尿道膀胱清除術	小型
	膀胱鏡連電灼術/激光碎石術	中型
	尿道肉阜切除術	小型
	尿道或尿管支架植入	中型
	開放式或腹腔鏡式膀胱憩室切除術	大型
	經尿道切除膀胱腫瘤	大型
	開放式或腹腔鏡式部分膀胱切除術	大型
	開放式或腹腔鏡式根治性/全部膀胱切除術	複雜
	開放式或使用腹腔鏡或後腹腔鏡的尿管切石術	大型
	尿道直腸瘻管閉合術	大型
	尿道瘻管修補術	大型
	膀胱陰道瘻管修補術	大型
	結腸膀胱瘻管修補術	大型
	尿道破裂修補術	大型
	應力性尿失禁修補術	大型
	迴腸導管建造，包括輸尿管植入	複雜
	迴腸或結腸代替輸尿管手術	大型
	單邊輸尿管再植入腸或膀胱	大型
	雙邊輸尿管再植入腸或膀胱	大型
牙科		
任何因意外受傷而進行的牙科手術	小型	

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TERMS AND CONDITIONS

Part 1 Insuring Clause and The Policy

Insuring Clause

These Terms and Conditions together with the Benefit Schedule (including the Schedule of Surgical Procedures) and any related Supplement(s) as certified by the Government (hereafter "Terms and Benefits") apply to the following Certified Plan under the Voluntary Health Insurance Scheme (hereafter "VHIS") offered by the Company –

Type of the Certified Plan -	Flexi Plan
Name of the Certified Plan -	HSBC Voluntary Health Insurance Flexi Plan

During the period of time these Terms and Benefits are in force, if the Insured Person suffers from a Disability, the Company shall pay the Eligible Expenses accordingly.

All benefits payable to the Policy Holder shall be on a reimbursement basis of the actual amounts of Eligible Expenses incurred and are subject to the maximum limits and cost-sharing arrangement (if any) as stated in these Terms and Benefits and the Policy Schedule.

The Policy

The Policy Holder and the Company agree that -

1. No alteration to these Terms and Benefits shall be valid unless it is made in accordance with these Terms and Conditions.
2. All statements made by or for the Insured Person in the Application shall be treated as representations and not warranties.
3. All information provided and all statements made by or for the Insured Person as required under this Policy and the Application shall be provided to the best of his knowledge and in his utmost good faith.
4. These Terms and Benefits come into force on the Policy Effective Date as specified in the Policy Schedule on the condition that the Policy Holder has paid the first premium in full.
5. At the inception of these Terms and Benefits and at each Renewal, in the event of any inconsistency between -
 - (a) the terms and benefits of this Policy; and
 - (b) the Standard Plan Terms and Benefits of such version as may be determined by the Government and is referred to in Sections 1 (a) to (c) of Part 4,

then -

- (i) so far as the scope of Standard Plan Terms and Benefits is concerned, the terms and benefits which are more favourable to the Policy Holder or the Insured Person shall prevail to the extent of such inconsistency; and

- (ii) so far as the scope of Standard Plan Terms and Benefits is concerned, the terms and benefits which impose additional restrictions or limitations to the Policy Holder or the Insured Person shall become ineffective.

Both (i) and (ii) shall not apply to the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by the Government from time to time.

If the relevant terms and benefits in the Standard Plan Terms and Benefits prevail, such terms and benefits shall be deemed to be incorporated into these terms and benefits of this Policy. For the avoidance of doubt, the rights, powers, benefits or entitlements of the Policy Holder or the Insured Person under the terms and benefits of this Policy shall not be less favourable than those under the Standard Plan Terms and Benefits (had it been issued to the Policy Holder in respect of the Insured Person), save for the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by the Government from time to time.

6. At the inception of these Terms and Benefits and at each Renewal, if this Policy covers any benefits that exceed the Standard Plan Terms and Benefits and the terms and benefits applicable to such benefits differ from the terms and benefits applicable to the Standard Plan Terms and Benefits, the difference shall not amount to an inconsistency contemplated under Section 5 of this Part 1.
7. At the time these Terms and Benefits are first issued, the Company may apply Case-based Exclusion(s) due to a Pre-existing Condition or other factor that affects the insurability of the Insured Person notified to the Company in the Application.
8. The Company acknowledges that, as part of the underwriting process, it is the obligation of the Company to ask the Policy Holder and the Insured Person in the Application all requisite information for the Company to make the underwriting decision. If the Company requires the Policy Holder and/or the Insured Person to disclose any updates of or changes to such requisite information after the time of submission of Application and before the Policy Issuance Date or the Policy Effective Date (whichever is the earlier), the Company must make such a request prominently to the Policy Holder and the Insured Person (including without limitation in the application form), in which case the Policy Holder and/or the Insured Person shall have the obligation to inform the Company on such updates and changes. Each of the Policy Holder and the Insured Person shall have the obligation to respond to the questions, and to disclose such material facts as requested in the questions. The Company agrees that if any such questions are not included in the Application, the Company shall be deemed to have waived the disclosure obligation of the Policy Holder and the Insured Person in respect of the information that was not requested.
9. All questions and required information included in the Application must be sufficiently specific and unambiguous, and consistent with the rules and regulations of the VHIS, so as to allow the Policy Holder and the Insured Person (as the case may be) to understand the information being requested and to provide clear and unequivocal responses. In case of dispute, the burden of proving that the questions are sufficiently specific and unambiguous shall rest with the Company.
10. If the Policy Holder or the Insured Person fails to make the relevant disclosures under Section 8 or 9 of this Part 1, and such failure has materially affected the underwriting decision of the Company, the Company shall have the right as provided in Sections 13 and 14 of Part 2.

Part 2 General Conditions

1. Interpretation

- (a) Throughout these Terms and Benefits, where the context so requires, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
- (b) Headings are for convenience only and shall not affect the interpretation of these Terms and Benefits.
- (c) A time of day is a reference to the time in Hong Kong.
- (d) Unless otherwise defined, capitalised terms used in these Terms and Benefits shall have the meanings ascribed to them under Part 8.

These Terms and Benefits have been prepared in both English and Chinese. Both English and Chinese versions are official versions and neither one shall prevail over the other. Any inconsistency shall be interpreted in favour of the Policy Holder.

So far as the same benefit coverage is concerned, any inconsistency in terms and amounts of benefits within this Policy shall be interpreted in favour of the Policy Holder and any restrictions or limitations imposed on these Terms and Benefits shall become ineffective, save for the exceptions in Section 7 of this Part 1, Sections 1(b) and 5 of Part 6 and any other exception as may be approved by the Government from time to time.

2. Cancellation within cooling-off period

The Policy Holder may exercise the right of cancellation of these Terms and Benefits with full refund of paid premium during the cooling-off period. The cancellation right is subject to the following conditions -

- (a) The request to cancel must be signed by the Policy Holder and received by the Company within twenty-one (21) days after -
 - (i) the delivery of these Terms and Benefits and the Policy Schedule; or
 - (ii) the issue of a notice to the Policy Holder or his representative stating that these Terms and Benefits and the Policy Schedule are available and when the cooling-off period would expire;whichever is the earlier; and
- (b) no refund can be made if a benefit payment has been made, is to be made or impending.

The above right shall not apply at Renewal.

To exercise this right, the Policy Holder must -

- (c) return the original of these Terms and Benefits and the Policy Schedule; and
- (d) attach a letter, signed by the Policy Holder, requesting cancellation or in other forms acceptable by the Company.

These Terms and Benefits shall then be cancelled and the premium paid shall be fully refunded. In such event, these Terms and Benefits shall be deemed to have been void from the Policy Effective Date and the Company shall not be liable to pay any benefit.

3. Cancellation

After the cooling-off period, the Policy Holder can request cancellation of these Terms and Benefits by giving thirty (30) days prior written notice to the Company, provided that there has been no benefit payment under these Terms and Benefits during the relevant Policy Year.

The cancellation right under this Section shall also apply after these Terms and Benefits have been Renewed upon expiry of its first (or subsequent) Policy Year.

4. Benefit entitlement

If Eligible Expenses are incurred for Medical Services provided to the Insured Person, the Terms and Benefits applicable shall be those prevailing at the time that such Eligible Expenses are incurred. However, if this Policy has been terminated but Eligible Expenses incurred within a period of thirty (30) days after termination are covered pursuant to Section 15 of this Part 2, the Terms and Benefits applicable shall be those prevailing as at the day immediately preceding the date of termination of this Policy.

5. Assignment

The rights, benefits, obligations and duties of the Policy Holder under these Terms and Benefits shall not be assignable and the Policy Holder warrants that any amounts payable under these Terms and Benefits shall not be subject to any trust, lien or charge.

6. Clerical error

Clerical errors in keeping the records shall neither invalidate coverage which is validly in force nor justify continuation of coverage which has been validly terminated.

7. Currency

Any claim for Eligible Expenses made by the Insured Person in any foreign currency shall be converted to HKD at the opening indicative counter exchange selling rate published by The Hong Kong Association of Banks in respect of that foreign currency for the date on which the actual Eligible Expenses are settled by the Policy Holder or the Insured Person. If such rate is not available on the date concerned, reference shall be made to the rate as soon as it is available afterwards. If no such rate exists, the Company shall convert the foreign currency at the rate certified as appropriate by the Company's bankers which shall be deemed to be final and binding.

8. Interest

Save as otherwise specified, no benefit and expenses payable under these Terms and Benefits shall carry interest.

9. Company's obligation

The Company shall at all times perform its obligations in this Policy in utmost good faith and comply with the rules and regulations of the VHIS, the relevant guidelines issued by the Insurance Authority, and all applicable laws and regulations.

10. Governing law

This Policy is issued in Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong. The Company and the Policy Holder agree to be subject to the exclusive jurisdiction of the Hong Kong courts.

11. Dispute resolution

If any dispute, controversy or disagreement arises out of this Policy, including matters relating to the validity, invalidity, breach or termination of this Policy, the Company and the Policy Holder shall use their endeavours to resolve it amicably, failing which, the matter may (but is not obliged to) be referred to any form of alternative dispute resolution, including but not limited to mediation or arbitration, as may be agreed between the Company and the Policy Holder, before it is referred to a Hong Kong court.

Each party shall bear its own costs of using services under alternative dispute resolution.

12. Liability

The Company shall not accept any liability under this Policy unless the terms of this Policy relating to anything to be done or not to be done are duly observed and complied with by the Policy Holder and the Insured Person, and the information and representations made in the Application and declaration are correct. Notwithstanding the above, the Company shall not disclaim liability unless any non-observance or non-compliance with the terms of this Policy, or the inaccuracy of the information and representations made in the Application and declaration, shall materially and adversely affect the interests of the Company.

13. Misstatement of personal information

Without prejudice to the Company's right to declare this Policy void in the case of misrepresentation on health related information or fraud as provided in Section 14 of this Part 2, if the non-health related information of the Insured Person that may impact the risk assessment by the Company (including but not limited to Age, sex or smoking habit) is misstated in the Application or in any subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1), the Company may adjust the premium, for the past, current or future Policy Years, on the basis of the correct information. Where additional premium is required, no benefits shall be payable unless the additional premium has been paid. If the additional required premium is not paid within a grace period of thirty-one (31) days after the due date as notified by the Company to the Policy Holder, the Company shall have the right to terminate this Policy with effect from such due date, in which case Section 15 of this Part 2 shall apply. Where there has been an overpayment of premium by the Policy Holder, the Company shall refund the overpaid premium.

Where the Company, based on the correct information of the Insured Person and the Company's underwriting guidelines, considered that the application of the Insured Person should have been rejected, the Company shall have the right to declare this Policy void as from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person. In such circumstances, the Company shall have -

- (a) the right to demand refund of the benefits previously paid; and
- (b) the obligation to refund the premium received,

in each case for the current Policy Year and the previous Policy Years in which this Policy was in force, subject to a reasonable administration charge payable to the Company. This refund arrangement shall be the same as that in Section 14 of this Part 2.

14. Misrepresentation or fraud

The Company has the right to declare this Policy void as from the Policy Effective Date and notify the Policy Holder that no cover shall be provided for the Insured Person in case of any of the following events-

- (a) any material fact relating to the health related information of the Insured Person which may impact the risk assessment by the Company is incorrectly stated in, or omitted from, the Application or any statement or declaration made for or by the Insured Person in the Application or in any subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1). The circumstances that a fact shall be considered "material" include, but not limited to, the situation where the disclosure of such fact as required by the Company would have affected the underwriting decision of the Company, such that the Company would have imposed Premium Loading, included Case-based Exclusion(s), or rejected the application. For the avoidance of doubt, this paragraph (a) shall not apply to non-health related information of the Insured Person, which shall be governed by Section 13 of this Part 2; or
- (b) any Application or claim submitted is fraudulent or where a fraudulent representation is made.

The burden of proving (a) and (b) shall rest with the Company. The Company shall have the duty to make all necessary inquiries on all facts which are material to the Company for underwriting purpose as provided in Section 8 or 9 of Part 1.

In the event of (a), the Company shall have -

- (i) the right to demand refund of the benefits previously paid; and
- (ii) the obligation to refund the premium received,

in each case for the current Policy Year and the previous Policy Years in which this Policy was in force, subject to a reasonable administration charge payable to the Company.

In the event of (b), the Company shall have -

- (iii) the right to demand refund of the benefits previously paid; and
- (iv) the right not to refund the premium received.

15. Termination of Policy

This Policy shall be automatically terminated on the earliest of the followings -

- (a) where this Policy is terminated due to non-payment of premiums after the grace period as specified in Section 13 of this Part 2 or Section 3 of Part 3;
- (b) the day immediately following the death of the Insured Person; or
- (c) the Company has ceased to have the requisite authorisation under the Insurance Ordinance to write or continue to write this Policy;

If this Policy is terminated pursuant to this Section 15, the termination shall be effective at 00:00 hours of the effective date of termination.

Immediately following the termination of this Policy, insurance coverage under this Policy shall cease to be in force. No premium paid for the current Policy Year and previous Policy Years shall be refunded, unless specified otherwise.

Where this Policy is terminated pursuant to (a), the effective date of termination shall be the date that the unpaid premium is first due.

Where this Policy is terminated pursuant to (b) or (c), the Company shall refund the relevant premium paid for the current Policy Year on a pro rata basis.

This Policy shall also be terminated if the Policy Holder decides to cancel this Policy or not to renew this Policy in accordance with Section 3 of this Part 2 or Section 1 of Part 4, as the case may be, by giving the requisite written notice to the Company. If this Policy is terminated under Section 3 of this Part 2, the effective date of termination shall be the date as stated in the cancellation notice given by the Policy Holder. However, such date shall not be within or earlier than the notice period as required by Section 3 of this Part 2 for the cancellation. If this Policy is not renewed under Section 1 of Part 4, the effective date of termination shall be the renewal date immediately following the expiry of the Policy Year during which this Policy remains valid.

If this Policy is terminated under (a) or (c) of this Section 15, in the case where the Insured Person is being Confined or is undergoing Prescribed Non-surgical Cancer Treatment for a Disability suffered before such termination, then, with respect to the Confinement or treatment in relation to the same Disability, Eligible Expenses incurred shall continue to be covered under this Policy until (i) the Insured Person is discharged or the treatment is completed or (ii) thirty (30) days after the termination of this Policy, whichever is the earlier. The Terms and Benefits applicable shall be those prevailing as at the day immediately preceding the date of termination of this Policy. The Company shall have the right to deduct any outstanding premium under Section 13 of this Part 2 from any benefit payment.

For the avoidance of doubt, where this Policy includes other additional benefits beyond those under the Terms and Benefits of this Certified Plan, removal or downgrading of any such other additional benefits by the Company shall not adversely affect -

- (d) the Terms and Benefits of this Certified Plan which shall continue to be in full force and effect; and
- (e) the continuity of these Terms and Benefits, and shall not adversely affect the Company's compliance with the licensing requirement in order to continue to write these Terms and Benefits.

16. Notices to the Company

All notices which the Company requires the Policy Holder to give shall be in writing, or in other forms acceptable by the Company, addressed to the Company.

17. Notices from the Company

Any notice to be given under this Policy shall be sent by post to the latest address of the Policy Holder as notified to the Company, or sent by email to the latest email address of the Policy Holder as notified to the Company. Any notice so served shall be deemed to have been duly received by the Policy Holder as follows -

- (a) if sent by post, two (2) working days after posting; or
- (b) if sent by email, on the date and time transmitted.

18. Other insurance coverage

If the Policy Holder has taken out other insurance coverage besides this Certified Plan, the Policy Holder shall have the right to claim under any such other insurance coverage or this Certified Plan. However, if the Policy Holder or the Insured Person has already recovered all or part of the expenses from any such other insurance coverage, the Company shall only be liable for such amount of Eligible Expense, if any, which is not compensated by any such other insurance coverage.

19. Ownership and discharge under this Policy

The Company shall treat the Policy Holder as the absolute owner of this Policy and shall not recognise any equitable or other interest of any other party in this Policy. The payment of any benefits hereunder to the Policy Holder shall be deemed to be full and effective discharge of the Company's obligations in respect of such payment under this Policy.

20. Change of ownership of the Policy

Subject to the approval of the Company at its discretion, the Policy Holder may transfer the ownership of this Policy by completing the prescribed form and sending it to the Company. The Company shall consider application of transfer of ownership at the time of Policy renewal without any administration charge on the Policy Holder or transferee. The change of ownership shall not be effective until the Company has approved the change and notified in writing to the Policy Holder and transferee. From the effective date of the change of ownership, the transferee shall be treated as the Policy Holder, and the absolute owner of this Policy as described in Section 19 of this Part 2 and be responsible for the payment of the premiums, including any outstanding premiums.

The Company shall not reject any application by the Policy Holder for the transfer of ownership to -

- (a) the Insured Person if he has reached the Age of eighteen (18) years;
- (b) the parent or the Guardian of the Insured Person if he is a Minor; or
- (c) any person whose familial relationship with the Insured Person is accepted by the Company according to its prevailing underwriting practices which are readily accessible by the Policy Holder.

Provided that the Company has expressly informed the Policy Holder in writing such a requirement at the time of Policy application, the Company has the right to request the Policy Holder to transfer the ownership of this Policy to the Insured Person who has reached the Age specified by the Company.

21. Death of Policy Holder

The Policy Holder may nominate a person to be the successive Policy Holder of this Policy in the event of his death. If the Policy Holder dies, but has not named a successive Policy Holder for this Policy or the named successive Policy Holder refuses the transfer, the ownership of this Policy shall be transferred to -

- (a) the Insured Person if he has reached the Age of eighteen (18) years; or
- (b) the parent or the Guardian if the Insured Person is a Minor. If the parent or the Guardian refuses the transfer, the ownership of this Policy shall be transferred to the administrator or executor of the Policy Holder's estate.

The transfer of ownership of this Policy in accordance with the above paragraph shall be conditional upon the Company having received satisfactory evidence of the Policy Holder's death.

22. Rights of third parties

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

23. Subrogation

After the Company has paid a benefit under this Policy, the Company shall have the right to proceed at its own expense in the name of the Policy Holder and/or the Insured Person against any third party who may be responsible for events giving rise to such benefit claim under this Policy. Any amount recovered from any such third party shall belong to the Company to the extent of the amount of benefits which has been paid by the Company in respect of the relevant benefit claim under this Policy. The Policy Holder and/or the Insured Person must provide full details in his possession or within his knowledge on the fault of the third party and fully cooperate with the Company in the recovery action. For the avoidance of doubt, the above subrogation right shall only apply if the third party is not the Policy Holder or the Insured Person.

24. Suits against third parties

Nothing in this Policy shall oblige the Company to join, respond to or defend (or indemnify in respect of the costs for) any suit or alternative dispute resolution process for damages for any cause or reason which may be instituted by the Policy Holder or the Insured Person against any Registered Medical Practitioner, Hospital or healthcare services provider, including but not limited to any suit or alternative dispute resolution process for negligence, malpractice or professional misconduct or any other causes in relation to or arising out of the medical investigation or treatment of the Disability of the Insured Person under the terms of this Policy.

25. Waiver

No waiver by any party of any breach by any other party of any provisions of this Policy shall be deemed to be a waiver of any subsequent breach of that or any other provision of this Policy, and any forbearance or delay by any party in exercising any of its rights under this Policy shall not be construed as a waiver of such rights. Any waiver shall not take effect unless it is expressly agreed, and the rights and obligations of the Company and Policy Holder under this Policy shall remain in full force and effect except and only to the extent that they are waived.

26. Compliance with law

If this Policy is or becomes illegal under the law applicable to the Policy Holder or the Insured Person, the Company shall have the right to terminate this Policy from the date it becomes illegal and the Company shall refund the relevant premium paid for the Policy Year in which this Policy is terminated, on a pro rata basis.

27. Personal data privacy

The Company shall comply with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and the related codes, guidelines and circulars.

Part 3 Premium Provisions

1. Premium payable

The premium payable for these Terms and Benefits shall only include -

- (a) the Standard Premium according to the prevailing Standard Premium schedule adopted by the Company; and
- (b) the Premium Loading, if applicable.

2. Payment of premiums

The amount of premium payable is specified in the Policy Schedule and/or the notification of Renewal as specified in Section 3 of Part 4. The premium, whether paid for a Policy Year or by instalment as agreed by the Company, shall be paid in advance when due before any benefits shall be paid. Premium once paid shall not be refundable, unless otherwise specified in this Policy.

Premium due dates, Renewal Dates and Policy Years are determined with reference to the Policy Effective Date as stated in the Policy Schedule and/or the notification of Renewal as specified in Section 3 of Part 4. The first premium is due on the Policy Effective Date.

3. Grace period

The Company shall allow a grace period of thirty-one (31) days after the premium due date for payment of each premium. This Policy shall continue to be in effect during the grace period but no benefits shall be payable unless the premium is paid. If the premium is still unpaid in full at the expiration of the grace period, this Policy shall be terminated immediately on the date on which the unpaid premium is first due.

Part 4 Renewal Provisions

These Terms and Benefits shall be effective from the Policy Effective Date in consideration of the payment of premium and is Renewable for each Policy Year in accordance with the terms of this Part 4. Renewal is guaranteed up to the Age of one hundred (100) years of the Insured Person.

1. Renewal

The Company shall Renew these Terms and Benefits in accordance with (a) to (c) below –

- (a) Unless the Company has ceased to have the requisite authorisation under the Insurance Ordinance to write these Terms and Benefits, or has ceased to maintain its registration with the Government as a VHIS provider, or the Policy Holder decides not to Renew these Terms and Benefits by giving the Company not less than thirty (30) days prior notice in writing in accordance with Section 3 of Part 2, Renewal shall be arranged automatically with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time of Renewal, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.

- (b) At the time of Renewal, if the Company shall cease or has ceased to maintain its registration with the Government as a VHIS provider while maintaining the requisite authorisation under the Insurance Ordinance to write these Terms and Benefits, Renewal shall be arranged automatically with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time when the Company ceased to maintain its registration as a VHIS provider, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.
- (c) After the Company has ceased to maintain its registration with the Government, if the Company subsequently re-registers with the Government as a VHIS provider, then at the Renewal Date coinciding with or immediately following such re-registration, these Terms and Benefits shall be Renewed with the Terms and Benefits no less favourable than the latest version of the Standard Plan Terms and Benefits published by the Government at the time of the Renewal, save for the exceptions in Section 7 of Part 1, Sections 1(b) and 5 of Part 6 and any other exceptions as may be approved by the Government from time to time.

At the time of Renewal under (a) to (c) above (as the case may be), any other revision of these Terms and Benefits by the Company shall be made on an overall Portfolio basis and shall not have the effect of contravening (a), (b) or (c) above (as applicable) or reducing the benefit limits or increasing the Coinsurance or Deductible of these Terms and Benefits which are applicable prior to Renewal.

2. Adjustment of premium

Irrespective of whether the Company revises these Terms and Benefits upon Renewal, the Company shall have the right to adjust the Standard Premium according to the prevailing Standard Premium schedule adopted by the Company on an overall Portfolio basis. For the avoidance of doubt, if the Premium Loading is set as a percentage of the Standard Premium (i.e. rate of Premium Loading), the amount of Premium Loading payable shall be automatically adjusted according to the change in Standard Premium.

During each Policy Year and upon Renewal, the Company shall not impose any additional rate of Premium Loading (or any additional amount of Premium Loading if the Premium Loading is set in monetary terms rather than as a percentage of the Standard Premium) or Case-based Exclusion(s) on the Insured Person by reason of any change in the Insured Person's health conditions.

3. Notification of Renewal

Irrespective of whether the Company revises these Terms and Benefits upon Renewal, the Company shall in accordance with the terms of this Section 3 give the Policy Holder a written notice of the revised Terms and Benefits to the Policy Holder of not less than thirty (30) days prior to the Renewal Date.

The written notice shall specify the premium for Renewal and Renewal Date. If the Company revises these Terms and Benefits upon Renewal, the Company shall make available the revised Terms and Benefits to the Policy Holder together with the written notice. The revised Terms and Benefits and premium for Renewal shall take effect on the Renewal Date.

4. No re-underwriting except in limited circumstances

While these Terms and Benefits are in force, the Company shall not have the right to re-underwrite these Terms and Benefits irrespective of any change in health conditions of the Insured Person after the Policy Issuance Date or the Policy Effective Date, whichever is the earlier.

The Company shall not have the right to re-underwrite these Terms and Benefits irrespective of any change in these Terms and Benefits (as permitted under Section 1 of this Part 4). This restriction applies to any change including but not limited to where there is any upgrade or downgrade of any benefits, or any addition or removal of any benefits, as permitted under these Terms and Benefits, regardless of where they are set out in these Terms and Benefits.

The Company shall have the right to re-underwrite these Terms and Benefits only under the following circumstances -

- (a) Where the Policy Holder requests the Company to re-underwrite these Terms and Benefits at the time of Renewal for reduction in Premium Loading or removal of Case-based Exclusion(s) according to the Company's underwriting practices. For the avoidance of doubt, the Company shall not have the right to terminate or not to Renew these Terms and Benefits if any of the aforesaid requests is rejected by the Company or the re-underwriting result is not accepted by the Policy Holder;
- (b) At any time where the Policy Holder requests to subscribe additional benefits (if any) or switch to another insurance plan which provides upgrade or addition of benefits (in which cases the re-underwriting shall be limited to such upgrade or additional benefits).
 - (i) However, at any time where the Policy Holder requests to unsubscribe the additional benefits (if any) in these Terms and Benefits, or switch to another insurance plan which provides downgrade or reduction of benefits, the Company shall not have the right to re-underwrite these Terms and Benefits but shall have the discretion to accept or reject the request according to its prevailing practices in handling similar requests; and
 - (ii) The Company shall not have the right to terminate or not to Renew these Terms and Benefits if any of the aforesaid requests is rejected by the Company or the re-underwriting result is not accepted by the Policy Holder.

The Company and Policy Holder acknowledge that -

- (c) if under the terms of this Part 4, the Company has the right, or is required, to re-underwrite these Terms and Benefits based on certain factors at Renewal, the Company shall, in accordance with the terms of this Part 4 and its prevailing underwriting guidelines, take into account only such relevant factors to carry out the re-underwriting; and
- (d) as a result of re-underwriting, these Terms and Benefits may be terminated, new Premium Loading may be applied, existing Premium Loading may be adjusted upwards or downwards, new Case-based Exclusion(s) may be applied, and existing Case-based Exclusion(s) may be revised or removed.

Part 5 Claim Provisions

1. Submission of claims

All claims incurred in respect of these Terms and Benefits shall be submitted to the Company within ninety (90) days after the date on which the Insured Person is discharged from the Hospital, or (where there is no Confinement) the date on which the relevant Medical Service is performed and completed. For this purpose, a claim shall be deemed not valid or complete and benefit shall not be payable unless -

- (a) all original receipts and/or original itemised bills together with the diagnosis, type of treatment, procedure, test or service provided shall have been submitted to the Company; and
- (b) all relevant information, certificates, reports, evidence, referral letter and other data or materials as reasonably required by the Company shall have been furnished to the Company for processing of such claim.

The Policy Holder shall notify the Company if claims cannot be submitted within the above timeframe, otherwise the Company shall have the right to reject claims submitted after the above timeframe.

All certificates, information and evidence that are reasonably required by the Company and which can be reasonably provided by the Policy Holder shall be furnished at the expenses of the Policy Holder. The Company shall bear all expenses incurred in obtaining further certificates, information and evidence for the purposes of verification of the claim after the Policy Holder has submitted all required information pursuant to (a) and (b) above.

2. Claimable amount estimate

Before the Insured Person receives a Medical Service, the Policy Holder may request the Company to provide an estimate on the amount that may be claimed under these Terms and Benefits. The Policy Holder shall provide the Company with the estimated fees to be incurred as furnished by the Hospital and/or attending Registered Medical Practitioner as required by the laws and regulations regulating the private healthcare facilities in Hong Kong at the time of request. Upon receiving the request, the Company shall inform the Policy Holder of the claimable amount estimate under these Terms and Benefits based on the estimation furnished by the Hospital and/or attending Registered Medical Practitioner. The Company's estimate is for reference only, and the actual amount claimable by the Policy Holder shall be subject to the final expenses as evidenced in (a) and (b) of Section 1 of this Part 5.

3. Legal action

No legal action shall be brought by the Policy Holder to recover any claim amount payable under these Terms and Benefits within the first sixty (60) days from which all proof of claims as required by these Terms and Benefits has been received by the Company.

4. Medical examination

Where a claim occurs, the Company shall have the right to require the Insured Person to be examined by a Registered Medical Practitioner appointed by the Company at the Company's cost.

Part 6 Benefit Provisions

1. General

(a) Territorial scope of cover

Except for the psychiatric treatment as stated in Section 3(I) of this Part 6 and cash benefit for lower ward class (applicable to Gold level and Diamond level only) as stated in Section (3)(II) of the Additional Benefit Provisions Endorsement, all benefits described in these Terms and Benefits are subject to the geographical limitation for benefit coverage as stated in Section (1) of the Additional Benefit Provisions Endorsement and the Benefit Schedule of these Terms and Benefits.

The above restriction shall not apply to the terms and benefits within the scope of the Standard Plan Terms and Benefits. For the avoidance of doubt, the applicable Standard Plan Terms and Benefits shall be version as it referred to under Sections 1(a), (b) or (c) of Part 4.

(b) Lifetime Benefit Limit

(i) For Bronze level as specified in the Policy Schedule and Benefit Schedule

All benefits described in the Terms and Benefits are subject to the Lifetime Benefit Limit as stated in the Benefit Schedule except for, the compassionate death benefit as stated in Section (3)(I) of the Additional Benefit Provision Endorsement.

(ii) For Silver level, Gold level and Diamond level as specified in the Policy Schedule and Benefit Schedule

All benefits described in the Terms and Benefits are not subject to any Lifetime Benefit Limit.

(c) Choice of healthcare services providers

All benefits described in Section 3 of this Part 6 and Section (2), Section (3)(I) and Section (3)(III) of the Additional Benefit Provision Endorsement of these Terms and Benefits, if applicable, are not subject to any restriction in the choice of healthcare services providers, including but not limited to Registered Medical Practitioner and Hospital.

The benefits described in Section (3)(II) of the Additional Benefit Provision Endorsement of these Terms and Benefits, if applicable, are subject to the restriction in the choice of healthcare services providers as stated in Section (3)(II) of the Additional Benefit Provision Endorsement and the Benefit Schedule of these Terms and Benefits. Such restriction shall not apply to the terms and benefits within the scope of the Standard Plan Terms and Benefits. For the avoidance of doubt, the applicable Standard Plan Terms and Benefits shall be the version as is referred to under Sections 1(a), (b) or (c) of Part 4.

(d) Choice of ward class

The benefits described in these Terms and Benefits are subject to restriction in the choice of ward class as stated in Section (1)(II) and Section (3)(II), if applicable, of the Additional Benefit Provisions Endorsement and the Benefit Schedule of these Terms and Benefits.

The above restriction shall not apply to the terms and benefits within the scope of the Standard Plan Terms and Benefits. For the avoidance of doubt, the applicable Standard Plan Terms and Benefits shall be version as it referred to under Sections 1(a), (b) or (c) of Part 4.

2. Coverage of Confinement and non-Confinement services

Subject to these Terms and Benefits, if during the period while these Terms and Benefits are in force, the Insured Person, as a result of a Disability and upon the recommendation of a Registered Medical Practitioner,

- (a) is Confined in a Hospital; or
- (b) undergoes any Day Case Procedure, Prescribed Diagnostic Imaging Test, Prescribed Non-surgical Cancer Treatment, outpatient kidney dialysis or Emergency outpatient treatment for Accident,

the Company shall reimburse the Eligible Expenses which are Reasonable and Customary in accordance with benefit items under Section 3 of this Part 6 and Section (2) of the Additional Benefit Provisions Endorsement.

For the avoidance of doubt, where an Insured Person is Confined in a Hospital but the Confinement is considered not Medically Necessary, the expenses incurred as a result of such Confinement shall not be regarded as Eligible Expenses for the purpose of (a) above. However, the Policy Holder shall still have the right to claim for the relevant Eligible Expenses incurred during such Confinement on Medical Services under (b) above.

The amount of Eligible Expenses payable under these Terms and Benefits shall not exceed the actual costs for Medical Services provided to the Insured Person, subject to the limits as stated in the Benefit Schedule.

For the avoidance of doubt, the benefits covered under these Terms and Benefits shall only be payable for Eligible Expenses incurred for Medical Services provided to the Insured Person. Expenses incurred for Medical Services provided to persons other than the Insured Person shall not be covered, unless otherwise specified.

3. Benefits covered

Eligible Expenses covered under Section 2 of this Part 6 shall be payable according to the following benefit items -

(a) Room and board

This benefit shall be payable for the Eligible Expenses charged by the Hospital on the cost of accommodation and meals where the Insured Person is Confined in a Hospital or undergoes any Day Case Procedure or Prescribed Non-surgical Cancer Treatment.

(b) Miscellaneous charges

This benefit shall be payable for the Eligible Expenses charged on miscellaneous charges where the Insured Person is Confined in a Hospital or on the day he undergoes any Day Case Procedure for receiving Medical Services. These charges shall cover the followings -

- (i) Road ambulance service to and/or from the Hospital;
- (ii) Anaesthetic and oxygen administration;
- (iii) Administration charges for blood transfusion;

- (iv) Dressing and plaster casts;
- (v) Medicine and drug prescribed and consumed during Confinement or any Day Case Procedure;
- (vi) Medicine and drug prescribed upon discharge from Confinement or completion of Day Case Procedure for use up to the ensuing four (4) weeks;
- (vii) Additional surgical appliances, equipment and devices other than those inclusively paid under Section 3(h) of this Part 6, and implants, disposables and consumables used during surgical procedure;
- (viii) Medical disposables, consumables, equipment and devices;
- (ix) Diagnostic imaging services, including ultrasound and X-ray, and their interpretation, other than Prescribed Diagnostic Imaging Tests which shall be covered under Section 3(i) of this Part 6;
- (x) Intravenous ("IV") infusions including IV fluids;
- (xi) Laboratory examinations and reports, including the pathological examination performed for the surgery or procedure during the Confinement or any Day Case Procedure;
- (xii) Rental of walking aids and wheelchair for Inpatients; and
- (xiii) Physiotherapy, occupational therapy and speech therapy during Confinement.

(c) Attending doctor's visit fee

If on any day of Confinement, the Insured Person is treated by a Registered Medical Practitioner, this benefit shall be payable for the Eligible Expenses charged by the attending Registered Medical Practitioner for such visit or consultation.

(d) Specialist's fee

If on any day of Confinement, the Insured Person is treated by a Specialist (not being the attending Registered Medical Practitioner under Section 3(c) of this Part 6) as recommended in writing by the attending Registered Medical Practitioner, this benefit shall be payable for the Eligible Expenses charged by the Specialist for such visit or consultation.

(e) Intensive care

If on any day of Confinement, the Insured Person is admitted to an Intensive Care Unit, this benefit shall be payable for the Eligible Expenses charged on the intensive care services.

For the avoidance of doubt, the Eligible Expenses so incurred and payable under this benefit shall not be payable under Section 3(a) of this Part 6.

(f) Surgeon's fee

This benefit shall be payable for the Eligible Expenses charged by the attending Surgeon on a surgical procedure performed during Confinement or in a setting for providing Medical Services to a Day Patient.

This benefit shall be payable according to the relevant surgical category and the categorisation of such surgical procedure under the Schedule of Surgical Procedures as categorised and reviewed from time to time by the Government. If a surgical procedure performed is not included in the Schedule of Surgical Procedures, the Company may reasonably determine its surgical category according to the gazette published by the Government or any other relevant publication or information including but not limited to the schedule of fees recognised by the government, relevant authorities and medical association in the locality where the surgical procedure is performed.

(g) Anaesthetist's fee

If Surgeon's fee is payable under Section 3(f) of this Part 6, this benefit shall be payable for the Eligible Expenses charged by the Anaesthetist in relation to the surgical procedure.

(h) Operating theatre charges

If Surgeon's fee is payable under Section 3(f) of this Part 6, this benefit shall be payable for the Eligible Expenses charged for the use of operating theatre (including but not limited to a treatment room and a recovery room) during the surgical procedure.

For the avoidance of doubt, the Eligible Expenses for any additional surgical appliances, equipment and devices used in the operating theatre that are separately charged shall be payable under Section 3(b) of this Part 6.

(i) Prescribed Diagnostic Imaging Tests

This benefit shall be payable for the Eligible Expenses charged on Prescribed Diagnostic Imaging Test performed during Confinement or in a setting for providing Medical Services to a Day Patient recommended in writing by the attending Registered Medical Practitioner for the investigation or treatment of a Disability.

(j) Prescribed Non-surgical Cancer Treatments

This benefit shall be payable for the Eligible Expenses charged on the Prescribed Non-surgical Cancer Treatment performed during Confinement or in a setting for providing Medical Services to a Day Patient, outpatient consultation by a Specialist in treatment planning, and monitoring of prognosis and development during the course of Prescribed Non-surgical Cancer Treatment.

For the avoidance of doubt, the Eligible Expenses for the Prescribed Diagnostic Imaging Tests shall be payable under Section 3(i) of this Part 6.

(k) Pre- and post-Confinement/Day Case Procedure outpatient care

This benefit shall be payable for the Eligible Expenses for -

- (i) outpatient visit or Emergency consultation resulting in a Confinement or Day Case Procedure (including but not limited to consultation, western medication prescribed or diagnostic test); and
- (ii) follow-up outpatient visit (including but not limited to consultation, western medication prescribed, dressings, physiotherapy, occupational therapy, speech therapy or diagnostic test) to, or recommended in writing by, the attending Registered Medical Practitioner, within the period stated in the Benefit Schedule after discharge from Hospital or the date of Day Case Procedure, provided that such outpatient visit is directly related to and as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement or Day Case Procedure.

For the purpose of (i) and (ii) above, Prescribed Diagnostic Imaging Tests and Prescribed Non-surgical Cancer Treatments shall be payable under Sections 3(i) and 3(j) of this Part 6 respectively.

(l) Psychiatric treatments

This benefit shall be payable for the Eligible Expenses charged on the psychiatric treatments during Confinement in Hong Kong as recommended by a Specialist.

This benefit shall be payable in lieu of other benefit items under Sections 3(a) to (k) of this Part 6. For the avoidance of doubt, where a Confinement is not solely for the purpose of psychiatric treatments, this benefit shall only be payable for the Eligible Expenses charged on the Medical Services related to psychiatric treatments. Where the Eligible Expenses involve both psychiatric and non-psychiatric treatments and apportionment of the expenses is not available, the expenses in entirety shall be payable under this benefit if the Confinement is initially for the purpose of psychiatric treatments. If the Confinement initially is not for the purpose of psychiatric treatment, the expenses in entirety shall be payable under Sections 3(a) to (k) above.

4. Pre-existing Condition(s)

Eligible Expenses arising from Pre-existing Condition(s) that are notified to the Company in the Application and subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1), subject to the Case-based Exclusion(s) (if any), shall be payable in accordance with these Terms and Benefits. The Company may impose Case-based Exclusion(s) to these Terms and Benefits by reason of a Pre-existing Condition or other factor that affects the insurability of the Insured Person notified to the Company in the Application and any subsequent information or document submitted to the Company for the purpose of the application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1). After the Policy Issuance Date or the Policy Effective Date (whichever is the earlier), the Company shall not have the right to impose any additional Case-based Exclusion(s), save for the limited circumstances stated in Section 4 of Part 4.

Eligible Expenses arising from Pre-existing Condition(s) that the Policy Holder and/or Insured Person was not aware and would not reasonably have been aware of at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), shall be payable in accordance with these Terms and Benefits.

For the avoidance of doubt, the Company shall not have the right to re-underwrite or terminate these Terms and Benefits where the Policy Holder and/or Insured Person was not aware and would not reasonably have been aware of the Pre-existing Condition(s) at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1).

If the Policy Holder or the Insured Person is requested but fails to disclose to the Company upon submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), that the Insured Person is suffering from a Pre-existing Condition, and such Pre-existing Condition has been treated or diagnosed or has manifested signs or symptoms of which the Policy Holder or the Insured Person is aware or should have reasonably been aware of at the time of submission of Application, including any updates of and changes to the required information (if so requested by the Company under Section 8 of Part 1), the Company has the right to declare these Terms and Benefits void, demand repayment of any benefits paid and/or refuse to provide coverage under these Terms and Benefits. In such event, the Company shall refund the premium in accordance with Section 14 of Part 2. The burden of proving the above shall rest with the Company.

5. Cost-sharing requirement

The Policy Holder is required to pay for Coinsurance and/or Deductible as stated in these Terms and Benefits and the Policy Schedule. For the avoidance of doubt, Coinsurance and/or Deductible do not refer to any amount that the Policy Holder is required to pay if the actual expenses exceed the benefit limits under these Terms and Benefits.

Part 7 General Exclusions

Under these Terms and Benefits, the Company shall not pay any benefits in relation to or arising from the following expenses –

1. Expenses incurred for treatments, procedures, medications, tests or services which are not Medically Necessary.
2. Expenses incurred for the whole or part of the Confinement solely for the purpose of diagnostic procedures or allied health services, including but not limited to physiotherapy, occupational therapy and speech therapy, unless such procedure or service is recommended by a Registered Medical Practitioner for Medically Necessary investigation or treatment of a Disability which cannot be effectively performed in a setting for providing Medical Services to a Day Patient.
3. Expenses arising from Human Immunodeficiency Virus (“HIV”) and its related Disability, which is contracted or occurs before the Policy Effective Date. Irrespective of whether it is known or unknown to the Policy Holder or the Insured Person at the time of submission of Application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1) such Disability shall be generally excluded from any coverage of these Terms and Benefits if it exists before the Policy Effective Date. If evidence of proof as to the time at which such Disability is first contracted or occurs is not available, manifestation of such Disability within the first five (5) years after the Policy Effective Date shall be presumed to be contracted or occur before the Policy Effective Date, while manifestation after such five (5) years shall be presumed to be contracted or occur after the Policy Effective Date.

However, the exclusion under this entire Section 3 shall not apply where HIV and its related Disability is caused by sexual assault, medical assistance, organ transplant, blood transfusions or blood donation, or infection at birth, and in such cases the other terms of these Terms and Benefits shall apply.

4. Expenses incurred for Medical Services as a result of Disability arising from or consequential upon the dependence, overdose or influence of drugs, alcohol, narcotics or similar drugs or agents, self-inflicted injuries or attempted suicide, illegal activity, or venereal and sexually transmitted disease or its sequelae (except for HIV and its related Disability, where Section 3 of this Part 7 applies).
5. Any charges in respect of services for –
 - (a) beautification or cosmetic purposes, unless necessitated by Injury caused by an Accident and the Insured Person receives the Medical Services within ninety (90) days of the Accident; or
 - (b) correcting visual acuity or refractive errors that can be corrected by fitting of spectacles or contact lens, including but not limited to eye refractive therapy, LASIK and any related tests, procedures and services.

6. Expenses incurred for prophylactic treatment or preventive care, including but not limited to general check-ups, routine tests, screening procedures for asymptomatic conditions, screening or surveillance procedures based on the health history of the Insured Person and/or his family members, Hair Mineral Analysis (HMA), immunisation or health supplements. For the avoidance of doubt, this Section 6 does not apply to –
 - (a) treatments, monitoring, investigation or procedures with the purpose of avoiding complications arising from any other Medical Services provided;
 - (b) removal of pre-malignant conditions; and
 - (c) treatment for prevention of recurrence or complication of a previous Disability.
7. Expenses incurred for dental treatment and oral and maxillofacial procedures performed by a dentist except for Emergency Treatment and surgery during Confinement arising from an Accident. Follow-up dental treatment or oral surgery after discharge from Hospital shall not be covered.
8. Expenses incurred for Medical Services and counselling services relating to maternity conditions and its complications, including but not limited to diagnostic tests for pregnancy or resulting childbirth, abortion or miscarriage; birth control or reversal of birth control; sterilisation or sex reassignment of either sex; infertility including in-vitro fertilisation or any other artificial method of inducing pregnancy; or sexual dysfunction including but not limited to impotence, erectile dysfunction or pre-mature ejaculation, regardless of cause.
9. Expenses incurred for the purchase of durable medical equipment or appliances including but not limited to wheelchairs, beds and furniture, airway pressure machines and masks, portable oxygen and oxygen therapy devices, dialysis machines, exercise equipment, spectacles, hearing aids, special braces, walking aids, over-the-counter drugs, air purifiers or conditioners and heat appliances for home use. For the avoidance of doubt, this exclusion shall not apply to rental of medical equipment or appliances during Confinement or on the day of the Day Case Procedure.
10. Expenses incurred for traditional Chinese medicine treatment, including but not limited to herbal treatment, bone-setting, acupuncture, acupressure and tui na, and other forms of alternative treatment including but not limited to hypnotism, qigong, massage therapy, aromatherapy, naturopathy, hydrotherapy, homeotherapy and other similar treatments.
11. Expenses incurred for experimental or unproven medical technology or procedure in accordance with the common standard, or not approved by the recognised authority, in the locality where the treatment, procedure, test or service is received.
12. Expenses incurred for Medical Services provided as a result of Congenital Condition(s) which have manifested or been diagnosed before the Insured Person attained the Age of eight (8) years.
13. Eligible Expenses which have been reimbursed under any law, or medical program or insurance policy provided by any government, company or other third party.
14. Expenses incurred for treatment for Disability arising from war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection, or military or usurped power.

Part 8 Definitions

Under these Terms and Benefits, words and expressions used shall have the following meanings -

"Accident" shall mean a sudden and unforeseen event occurring entirely beyond the control of the Insured Person and caused by violent, external and visible means.

"Age" shall mean the attained age of the Insured Person.

"Annual Benefit Limit" shall mean the maximum amount of benefits paid by the Company to the Policy Holder in a Policy Year irrespective of whether any limits of any benefit items stated in the Benefit Schedule have been reached.

The Annual Benefit Limit is counted afresh in a new Policy Year.

"Application" shall mean the application submitted to the Company in respect of this Certified Plan, including the application form, questionnaires, evidence of insurability, any documents or information submitted and any statements and declarations made in relation to such application, including any updates of and changes to such requisite information (if so requested by the Company under Section 8 of Part 1).

"Benefit Schedule" shall mean a schedule of benefits attached to these Terms and Benefits which sets out, among others, the benefit items and maximum benefits covered.

"Case-based Exclusion" shall mean the exclusion of a particular Sickness or Disease from the coverage of these Terms and Benefits that may be applied by the Company based on a Pre-existing Condition or factors affecting the insurability of the Insured Person.

"Certified Plan" shall mean all the terms and benefits (including any Supplement(s)) that form an insurance plan certified by the Government to be compliant with the requirements of the VHIS. This Certified Plan comprises these Terms and Conditions and the Benefit Schedule and the followings –

- a) Additional Benefit Provisions Endorsement;
- b) No Claim Discount Endorsement; and
- c) Family Discount Endorsement.

"Coinsurance" shall mean a percentage of Eligible Expenses the Policy Holder must contribute after paying the Deductible (if any) in a Policy Year. For the avoidance of doubt, Coinsurance does not refer to any amount that the Policy Holder is required to pay if the actual expenses exceed the benefit limits under these Terms and Benefits.

"Company" shall mean HSBC Life (International) Limited, incorporated in Bermuda with limited liability.

"Confinement" or **"Confined"** shall mean an admission of the Insured Person to a Hospital that is recommended by a Registered Medical Practitioner for Medical Service and as an Inpatient as a result of a Medically Necessary condition for a period of no less than six (6) consecutive hours. No minimum period is required for Confinement in connection with any Emergency Treatment in a Hospital as a result of an Emergency for the performance of a surgical procedure or other Medical Service in a Hospital.

Confinement shall be evidenced by a daily room charge invoiced by the Hospital and the Insured Person must stay in the Hospital continuously for the entire period of Confinement.

“Congenital Condition(s)” shall mean (a) any medical, physical or mental abnormalities existed at the time of or before birth, whether or not being manifested, diagnosed or known at birth; or (b) any neo-natal abnormalities developed within six (6) months of birth.

“Day Case Procedure” shall mean a Medically Necessary surgical procedure for investigation or treatment to the Insured Person performed in a medical clinic, or day case procedure centre or Hospital with facilities for recovery as a Day Patient.

“Day Patient” shall mean an Insured Person receiving Medical Services or treatments given in a medical clinic, day case procedure centre or Hospital where the Insured Person is not in Confinement.

“Deductible” shall mean a fixed amount of Eligible Expenses that, in a Policy Year, the Policy Holder must pay before the Company shall reimburse the remaining Eligible Expenses.

“Disability” shall mean a Sickness or Disease or Injury, including any and all complications arising therefrom.

“Eligible Expenses” shall mean expenses incurred for Medical Services rendered with respect to a Disability.

“Emergency” shall mean an event or situation that Medical Service is needed immediately in order to prevent death, permanent impairment or other serious consequences of the Insured Person’s health.

“Emergency Treatment” shall mean Medical Service required in an Emergency. The Emergency event or situation, and the required Medical Service cannot be and are not separated by an unreasonable period of time.

“Flexi Plan” shall mean any individual indemnity hospital insurance plan under the VHIS framework with enhancement(s) to any or all of the protections or terms and benefits that the Standard Plan provides to the Policy Holder and the Insured Person, subject to certification by the Government. Such plan shall not contain terms and benefits which are less favourable than those in the Standard Plan, save for the exception as may be approved by the Government from time to time.

“Government” shall mean the Hong Kong Special Administrative Region Government.

“Guardian” in respect of a Minor shall mean the person(s) appointed as the guardian(s) under or acting by virtue of the Guardianship of Minors Ordinance (Cap 13. of the Laws of Hong Kong).

“HKD” shall mean Hong Kong dollars.

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

“Hospital” shall mean an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Medical Service for sick and injured persons as Inpatients, and which –

- (a) has facilities for diagnosis and major operations;
- (b) provides twenty-four (24) hours nursing services by licensed or registered nurses;
- (c) has one (1) or more Registered Medical Practitioners; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or similar establishment.

“Injury” shall mean any bodily damage (with or without a visible wound) solely caused by an Accident independent of any other causes.

“Inpatient” shall mean an Insured Person who is Confined.

“Insurance Authority” shall mean the Insurance Authority of Hong Kong established pursuant to section 4AAA of the Insurance Ordinance.

“Insurance Ordinance” shall mean the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong).

“Insured Person” shall mean any person whose risks are covered by these Terms and Benefits, and named as the “Insured Person” in the Policy Schedule.

“Intensive Care Unit” shall mean that part or unit of a Hospital established for and devoted to providing intensive medical and nursing care for Inpatients.

“Lifetime Benefit Limit” shall mean the maximum amount of benefits paid by the Company to the Policy Holder cumulatively since the inception of these Terms and Benefits, irrespective whether any limits of any benefit items stated in the Benefit Schedule have been reached or whether the Annual Benefit Limit in a Policy Year has been reached.

“Medical Services” shall mean Medically Necessary services, including, as the context requires, Confinement, treatments, procedures, tests, examinations or other related services for the investigation or treatment of a Disability.

“Medically Necessary” shall mean the need to have medical service for the purpose of investigating or treating the relevant Disability in accordance with the generally accepted standards of medical practice and such medical service must –

- (a) require the expertise of, or be referred by, a Registered Medical Practitioner;
- (b) be consistent with the diagnosis and necessary for the investigation and treatment of the Disability;
- (c) be rendered in accordance with standards of good and prudent medical practice, and not be rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner;
- (d) be rendered in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice for the medical services; and
- (e) be furnished at the most appropriate level which, in the prudent professional judgment of the attending Registered Medical Practitioner, can be safely and effectively provided to the Insured Person.

For the purpose of these Terms and Benefits, without prejudice to the generality of the foregoing, circumstances where a Confinement is considered Medically Necessary include, but not limited to –

- (i) the Insured Person is having an Emergency that requires urgent treatment in Hospital;
- (ii) surgical procedures are performed under general anaesthesia;
- (iii) equipment for surgical procedure is available in Hospital and procedure cannot be done on a Day Patient basis;

- (iv) there is significantly severe co-morbidity of the Insured Person;
- (v) taking into account the individual circumstances of the Insured Person, the attending Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, the medical service should be conducted in Hospital;
- (vi) in the prudent professional judgment of the attending Registered Medical Practitioner, the length of Confinement of the Insured Person is appropriate for the medical service concerned; and/or
- (vii) in the case of diagnostic procedures or allied health services prescribed by a Registered Medical Practitioner, such Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, such procedures or services should be conducted in Hospital.

For the purpose of exercising his prudent professional judgment in (v) to (vii) above, the attending Registered Medical Practitioner shall have regard to whether the Confinement –

- (aa) is in accordance with standards of good and prudent medical practice in the locality for the medical service rendered, and, in the prudent professional judgment of the attending Registered Medical Practitioner, not rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner; and
- (bb) is in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice in the locality for the medical service rendered.

“Minor” shall mean a person below the Age of eighteen (18) years.

“Policy” shall mean this policy underwritten and issued by the Company, which is the contract between the Policy Holder(s) and the Company in respect of this Certified Plan including but not limited to these Terms and Conditions, Benefit Schedule, Application, declarations, Policy Schedule and any Supplement(s) attached to this policy, if applicable. Where this Policy contains additional terms and benefits other than those of this Certified Plan, the meaning of Policy shall also cover such additional terms and benefits.

“Policy Effective Date” shall mean the commencement date of these Terms and Benefits which is specified as “Policy Effective Date” in the Policy Schedule.

“Policy Holder” shall mean the person who is a legal holder of this Policy and is named as the “Policy Holder” in the Policy Schedule.

“Policy Issuance Date” shall mean the date of first issuance of these Terms and Benefits.

“Policy Schedule” shall mean a schedule attached to these Terms and Benefits, which sets out, among others, the Policy Effective Date, Renewal Date, the name and the relevant particulars of the Policy Holder and the Insured Person, the eligible benefits, premium and other relevant details in respect of these Terms and Benefits.

“Policy Year” shall mean the period of time these Terms and Benefits are in force. The first Policy Year shall be the period from the Policy Effective Date to the day immediately preceding the first Renewal Date as specified in the Policy Schedule (both days inclusive) within one (1) year period; and each subsequent Policy Year shall be the one (1) year period from each Renewal Date.

“Portfolio” shall mean all policies of the same terms and conditions and the benefit schedule as certified by the Government as a Certified Plan under VHIS.

“Pre-existing Condition(s)” shall mean, in respect of the Insured Person, any Sickness, Disease, Injury, physical, mental or medical condition or physiological degradation, including Congenital Condition, that has existed prior to the Policy Issuance Date or the Policy Effective Date, whichever is the earlier. An ordinary prudent person shall be reasonably aware of a Pre-existing Condition, where -

- (a) it has been diagnosed;
- (b) it has manifested clear and distinct signs or symptoms; or
- (c) medical advice or treatment has been sought, recommended or received.

“Premium Loading” shall mean the additional premium on top of the Standard Premium charged by the Company to the Policy Holder according to the additional risk assessed for the Insured Person.

“Prescribed Diagnostic Imaging Tests” shall mean computed tomography (“CT” scan), magnetic resonance imaging (“MRI” scan), positron emission tomography (“PET” scan), PET-CT combined and PET-MRI combined.

“Prescribed Non-surgical Cancer Treatments” shall mean chemotherapy, radiotherapy, targeted therapy, immunotherapy and hormonal therapy for cancer treatment.

“Reasonable and Customary” shall mean, in relation to a charge for Medical Service, such level which does not exceed the general range of charges being charged by the relevant service providers in the locality where the charge is incurred for similar treatment, services or supplies to individuals with similar conditions, e.g. of the same sex and similar Age, for a similar Disability, as reasonably determined by the Company in utmost good faith. The Reasonable and Customary charges shall not in any event exceed the actual charges incurred.

In determining whether a charge is Reasonable and Customary, the Company shall make reference to the followings (if applicable) –

- (a) treatment or service fee statistics and surveys in the insurance or medical industry;
- (b) internal or industry claim statistics;
- (c) gazette published by the Government; and/or
- (d) other pertinent source of reference in the locality where the treatments, services or supplies are provided.

“Registered Medical Practitioner”, “Specialist”, “Surgeon” and “Anaesthetist” shall mean a medical practitioner of western medicine,

- (a) who is duly qualified and is registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and
- (b) legally authorised for rendering relevant Medical Service in Hong Kong or the relevant jurisdiction outside Hong Kong where the Medical Service is provided to the Insured Person,

but in no circumstance shall include the following persons - the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing). If the practitioner is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such practitioner shall nonetheless be considered qualified and registered.

“Renewal”, “Renew”, “Renewed” or “Renewable” shall mean renewal of these Terms and Benefits in accordance with their terms without any discontinuance.

“Renewal Date” shall mean the effective date of Renewal. The first Renewal Date shall be the date as specified in the Policy Schedule (which shall not be later than the first anniversary of the Policy Effective Date) and the subsequent Renewal Date(s) shall be the anniversary(ies) of the first Renewal Date. The relevant Renewal Date shall be specified in the notification of Renewal in accordance with Section 3 of Part 4.

“Schedule of Surgical Procedures” shall mean the list of surgical procedures attached to the Benefit Schedule which sets out the surgical category of different surgical procedures according to their relative degree of complexity, which is from time to time published and subject to regular review by the Government.

“Sickness” or “Disease” shall mean a physical, mental or medical condition arising from a pathological deviation from the normal healthy state, including but not limited to the circumstances where signs and symptoms occur to the Insured Person and whether or not any diagnosis is confirmed.

“Standard Plan” shall mean the insurance plan with terms and conditions and the benefit schedule equivalent to the minimum compliant product requirements of VHIS, which are from time to time published and subject to regular review by the Government.

“Standard Plan Terms and Benefits” shall mean the terms and conditions and the benefit schedule of the Standard Plan, which are from time to time published and subject to regular review by the Government (https://www.vhis.gov.hk/doc/en/information_centre/e_standard_plan_template.pdf).

“Standard Premium” shall mean the basic premium for the coverage under this Certified Plan, as charged by the Company to the Policy Holder on an overall Portfolio basis, which may be adjusted in accordance with the Age, gender and/or lifestyle factors of the Insured Person.

“Supplement(s)” shall mean any document which may add, delete, amend or replace the terms and benefits of this Policy. Supplement(s) shall include but is not limited to endorsement, rider, annex, schedule or table attached and issued with this Policy.

“Terms and Benefits” shall mean the Terms and Conditions together with the Benefit Schedule (including the Schedule of Surgical Procedures) and any related Supplement(s) as certified by the Government under this Certified Plan.

“Terms and Conditions” shall mean Part 1 to Part 8 of this Certified Plan.

ADDITIONAL BENEFIT PROVISIONS ENDORSEMENT

This endorsement is attached to and forms part of the Terms and Benefits of HSBC Voluntary Health Insurance Flexi Plan (“**This Plan**”).

(1) General

To supplement Part 6 “Benefit Provisions” of the Terms and Benefits of This Plan, all benefits described in the Terms and Benefits of This Plan and this endorsement are subject to the following:

(I) Geographical limitation

- (a) Except for the psychiatric treatment as stated in Section 3(I) of Part 6 of the Terms and Benefits and cash benefit for lower ward class (applicable for Gold level and Diamond level only) as stated in Section (3)(II) of this endorsement, all benefits are subject to the applicable geographical limitation (“Worldwide”, “Asia, Australia and New Zealand” or “Greater China”) as specified in the Benefit Schedule of This Plan. For the purpose of these Terms and Benefits, the areas below shall refer to the respective coverage:

“Greater China” shall mean mainland China, Hong Kong, Macau and Taiwan.

“Asia” shall mean Afghanistan, Bangladesh, Bhutan, Brunei, Greater China, India, Indonesia, Japan, Kazakhstan, Kyrgyzstan, Laos, Malaysia, Maldives, Mongolia, Myanmar, Nepal, Philippines, Singapore, South Korea, Tajikistan, Thailand, Timor-Leste, Turkmenistan, Uzbekistan and Vietnam.

- (b) For any expenses incurred under Sections 3(a) to (k) of Part 6 of the Terms and Benefits outside the geographical limitation, the amount of benefits shall be payable up to the benefit limits as stated in the Standard Plan Terms and Benefits, and if there is any remaining Deductible (if applicable), the benefit payable shall further be reduced by the remaining Deductible (if applicable). Such benefits payable in accordance to this Section (1)(I)(b) shall not be subject to the restriction as stated in Section (1)(II) of this endorsement below.
- (c) Where the Standard Plan Terms and Benefits is applicable in accordance with Section (1)(I)(b), any actual benefits reimbursed (i.e. after deduction of any applicable Deductible) in accordance with the Standard Plan Terms and Benefits shall be counted towards the applicable Annual Benefit Limit and Lifetime Benefit Limit as specified under the Benefit Schedule of This Plan.
- (d) Without prejudice to any other terms on geographical limitations stated under Section (1) herein, no benefit shall be payable for any expenses incurred outside the geographical limitations under Section (2) enhanced benefits and Section (3) other benefits of this endorsement.
- (e) For the avoidance of doubt, the applicable Standard Plan Terms and Benefits shall be the version as is referred to under Sections 1(a), (b) or (c) of Part 4 of the Terms and Benefits of This Plan, with the exception that Section 4 of Part 6 “Benefit Provisions” of the Terms and Benefits of This Plan shall apply in place of Section 4 of Part 6 of the Standard Plan Terms and Benefits.

(II) Restriction in the choice of ward class

- (a) When the Insured Person is Confined to a type of accommodation of a Hospital which is of a class higher than his entitled ward class as stated in the Benefit Schedule of This Plan, an adjustment factor corresponding to the relevant ward class as set out in the table below shall be applied to the calculation of benefit payable under Sections 3(a) to 3(j) and 3(l) of Part 6 “Benefit Provisions” of the Terms and Benefits of This Plan; and Sections (2)(II), (2)(III) and (2)(VII) of this endorsement (such benefits shall be referred to as the “**Variable Benefits**”. “**Non-Variable Benefits**” shall refer to all other benefits under Section 3 of Part 6 “Benefit Provisions” of the Terms and Benefits of This Plan and benefits under this endorsement, other than “Variable Benefits”). The adjustment factor shall be determined according to the table below:

Entitled ward class	Confined ward class	Adjustment factor
General Ward	Semi-private Room	50%
General Ward	Standard Private Room	25%
Semi-private Room	Standard Private Room	50%
General Ward, Semi-private Room or Standard Private Room	Any ward class above Standard Private Room	0%

- (b) The adjustment factor as specified in Section (1)(II)(a) above shall not apply when such Confinement in a room of a class higher than his entitled ward class is due to:
- (i) unavailability of entitled ward class for Emergency Treatment as a result of ward or room shortage for Confinement;
 - (ii) isolation reasons that require a specific class of accommodation; or
 - (iii) other reasons not involving personal preference of the Policy Holder and/or the Insured Person.
- (c) In the event of Section (1)(II)(a) above, the total benefit amount payable shall be calculated as set out below:

The total benefit amount payable	=	The benefit amount payable under the Variable Benefits	+	The benefit amount payable under the Non-Variable Benefits
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- (d) The calculations of “the benefit amount payable under the Variable Benefits” and “the benefit amount payable under the Non-Variable Benefits” are set out below:

(AA)

 = [(A) – (B)] x (C)

(BB)

 = (D) – (E)

Where,

- (A) = Amount of Eligible Expenses and/or other expenses payable under the Variable Benefits in accordance with the Terms and Conditions and endorsements of This Plan (subject to the specified benefit limit of the relevant Variable Benefits if applicable)
- (B) = Any remaining balance of Deductible, i.e. the amount of Deductible at the beginning of the Policy Year reduced by the followings (if applicable):
 - (i) the Deductible applied to previous claims; and
 - (ii) expenses that have been reimbursed as specified in Section (4)(IV) below, during the relevant Policy Year
- (C) = Adjustment factor as specified in Section (1)(II)(a) above (if applicable)
- (D) = Amount of Eligible Expenses and/or other expenses payable under the Non-Variable Benefits in accordance with the Terms and Conditions and endorsements of This Plan (subject to the specified benefit limit of the relevant Non-Variable Benefits if applicable)
- (E) = Any remaining balance of Deductible, i.e. the amount of Deductible at the beginning of the Policy Year reduced by the followings (if applicable):
 - (i) the Deductible applied to previous claims;
 - (ii) expenses that have been reimbursed as specified in Section (4)(IV) below; and
 - (iii) the Deductible applied to the benefit amount payable under the Variable Benefits as specified in Section (1)(II)(d)(AA) above or under the Standard Plan Terms and Benefits pursuant to Section (1)(II)(e) below (as the case may be), during the relevant Policy Year

(e) When

- (i) the adjusted benefit amount payable under the Variable Benefits as specified in Section (1)(II)(d)(AA) above,

is lower than

- (ii) the amount of benefit payable under the Standard Plan Terms and Benefits up to the benefit limits (and if there is any remaining Deductible (if applicable), such amount of benefit payable shall further be reduced by the remaining Deductible (if applicable)),

the benefit under (ii) shall be payable.

For the avoidance of doubt, the Non-Variable Benefits described in these Terms and Benefits are not subject to benefit adjustment specified in Section (1)(II)(a) and shall be payable under the Terms and Benefits of This Plan.

- (f) Any actual benefits reimbursed (i.e. after deduction of any applicable Deductible) in accordance with Section (1)(II)(a) to (e) above shall be counted towards the applicable Annual Benefit Limit and Lifetime Benefit Limit as specified under the Benefit Schedule of This Plan.

- (g) For the avoidance of doubt, the applicable Standard Plan Terms and Benefits shall be the version as is referred to under Sections 1(a), (b) or (c) of Part 4 of the Terms and Benefits of This Plan, with the exception that Section 4 of Part 6 “Benefit Provisions” of the Terms and Benefits of This Plan shall apply in place of (and instead of) Section 4 of Part 6 of the Standard Plan Terms and Benefits.

(2) Enhanced benefits

To supplement Part 6 “Benefit Provisions” of the Terms and Benefits of This Plan, the amount of Eligible Expenses and/or expenses payable in accordance with the enhanced benefit items under Section (2) of this endorsement, shall be subject to the limits as stated in the Benefit Schedule of This Plan and the following:

(I) Post-Confinement/Day Case Procedure outpatient physiotherapy

This benefit shall be payable for the Eligible Expenses incurred by the Insured Person for follow-up outpatient physiotherapy which is recommended in writing by the attending Registered Medical Practitioner and conducted by a Physiotherapist after discharge from Hospital or the date of Day Case Procedure, provided that such outpatient visit is directly related to and as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement or Day Case Procedure.

For the avoidance of doubt, this benefit is an additional outpatient physiotherapy coverage to the benefit payable under Section 3(k) of Part 6 “Benefit Provisions” of the Terms and Benefits of This Plan. The Eligible Expenses incurred as described in the paragraph above shall first be payable under such Section 3(k)(ii) of Part 6, and this benefit shall be payable only if the limit as stated in the Benefit Schedule of This Plan under Section 3(k)(ii) of Part 6 is exhausted.

(II) Medical implants

If Surgeon’s fee charged on a surgical procedure for placement of a medical implant is payable under Section 3(f) of Part 6 “Benefit Provisions” of the Terms and Benefits of This Plan, this benefit shall be payable for the Eligible Expenses charged on the following items:

(a) Specified items

For the following medical implants implanted in the Insured Person’s body during surgery or used in replacement procedures which are Medically Necessary:

- (i) pace maker;
- (ii) stents for percutaneous transluminal coronary angioplasty;
- (iii) monofocal intraocular lens;
- (iv) artificial cardiac valve;
- (v) metallic or artificial joints for joint replacement;
- (vi) prosthetic ligaments for replacement or implantation between bones; and
- (vii) prosthetic intervertebral disc.

(b) Other items

For any other Medically Necessary medical device placed inside the Insured Person's body, the cost of such medical device shall be payable under this benefit.

For the avoidance of doubt, the Eligible Expenses so incurred and payable under this benefit shall not be payable under Section 3(b) of Part 6 "Benefit Provisions" of the Terms and Benefits of This Plan.

(III) Companion bed

If benefit is payable under Sections 3(a) or 3(e) of Part 6 "Benefit Provisions" of the Terms and Benefits of This Plan, this benefit shall be payable for actual expenses charged by the Hospital for the cost of an extra bed in the same Hospital of one (1) of the Insured Person's companion during the Confinement of the Insured Person. This benefit is payable for the cost of such companion bed only and shall not cover guest meals.

(IV) Outpatient kidney dialysis

This benefit shall be payable for the Eligible Expenses if the Insured Person has suffered from Chronic and Irreversible Kidney Failure and has received regular haemodialysis or peritoneal dialysis in a Kidney Dialysis Center. The amount payable under this benefit is equal to the amount actually charged by the Kidney Dialysis Center for such regular haemodialysis or peritoneal dialysis.

For the avoidance of doubt, the Eligible Expenses so incurred and payable under this benefit shall not be payable under Section 3(k) of Part 6 "Benefit Provisions" of the Terms and Benefits of This Plan.

(V) Home nursing

This benefit shall be payable for the Eligible Expenses charged by a Qualified Nurse on home nursing services within the period stated in the Benefit Schedule after discharge from Hospital or completion of Day Case Procedure provided that:

- (a) the Eligible Expenses incurred for the room and board are payable under Section 3(a) of Part 6 "Benefit Provisions" of the Terms and Benefits of This Plan;
- (b) the Eligible Expenses incurred for an Intensive Care Unit payable under Section 3(e) of Part 6 "Benefit Provisions" of the Terms and Benefits of This Plan; or
- (c) Surgeon's fee is payable under Section 3(f) of Part 6 "Benefit Provisions" of the Terms and Benefits of This Plan.

This benefit must be recommended in writing by the attending Registered Medical Practitioner stating the reasons for which home nursing services are required and written authorization by the Company must be obtained prior to the provision of home nursing services provided by a Qualified Nurse within the period as stated in the Benefit Schedule of This Plan. Provided that in any of the above circumstances, such home nursing services are directly related to and as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement or Day Case Procedure.

This benefit is restricted to home nursing services provided by a maximum of one (1) Qualified Nurse per day during any given time slot. For the avoidance of doubt, regardless of

- (i) whether home nursing services are provided for all or part of one day on a particular day; and
- (ii) number of time slots on the same day,

that day shall be counted as one (1) day for the purpose of counting the maximum number of days per Policy Year allowed for this benefit.

(VI) Donor's benefit for organ transplantation

Notwithstanding the stipulations in last paragraph of Section 2 of Part 6 of the Terms and Conditions, in the case that the Insured Person receives organ transplantation which is in compliance with the Human Organ Transplant Ordinance in Hong Kong or prevailing local law or legislation (as may be updated or amended from time to time), and requirements of relevant Hong Kong regulatory authority or local regulatory authority (relevant regulatory authority in jurisdiction outside Hong Kong with equivalent standing or effect)(collectively referred as "Legal Requirements"), this benefit shall be payable for the expenses charged to the Policy Holder or the Insured Person by the Surgeon and Anaesthetist for the surgical procedure of removing the organ or bone marrow from the donor (excluding the costs of the organ or bone marrow) and the expenses charged for the use of operating theatre during such procedure.

This benefit is subject to the limitation that only up to thirty percent (30%) of the total transplantation cost (the sum of surgical expenses charged for removing the organ or bone marrow from the donor and the Eligible Expenses of the surgical procedure performed on the Insured Person as recipient payable in accordance with the Terms and Benefits) shall be payable. In respect of any claim for this benefit, the Company reserves the right to require proof that the relevant expenses have been paid by the Policy Holder or the Insured Person.

(VII) Private nursing

In addition to the general nursing services provided by the Hospital to the Insured Person during Confinement, this benefit is payable for the Eligible Expenses charged by a Qualified Nurse hired by the Policy Holder or Insured Person to provide private nursing services to the Insured Person while he is still Confined, on any day of Confinement following a surgical procedure for which benefits are payable under Section 3(f) to (h) of Part 6 of the Terms and Benefits of This Plan, or following the Insured Person's discharge from an Intensive Care Unit. This benefit must be recommended in writing by the attending Registered Medical Practitioner stating the reasons for which private nursing services are required during Confinement and is restricted to private nursing services provided by a maximum of one (1) Qualified Nurse per day during any given time slot, provided that such private nursing services are directly related to and as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement.

For the avoidance of doubt, regardless of

- (i) whether private nursing services are provided for all or part of one day on a particular day; and
- (ii) number of time slots on the same day,

that day shall be counted as one (1) day for the purpose of counting the maximum number of days per Policy Year allowed for this benefit.

(VIII) Rehabilitation benefit

This benefit shall be payable for the Eligible Expenses and other expenses charged by a recognized Rehabilitation unit of a Hospital or a licensed Rehabilitation facility for a condition necessitating admission to such recognized Rehabilitation unit of the Hospital or in such licensed Rehabilitation facility within one hundred eighty (180) days after discharge from a Hospital, such Rehabilitation treatment is directly related to and as a result of the condition arising from the same cause (including any and all complications therefrom).

This benefit must be recommended in writing by the attending Registered Medical Practitioner. Where Eligible Expenses under this benefit are also covered under Section 3 of Part 6 "Benefit Provisions" of the Terms and Benefit, such Eligible Expenses shall not be payable under this benefit.

(IX) Hospice and palliative care (applicable to Diamond level only)

If following a diagnosis of terminal Sickness or terminal Disease which, in the opinion of the attending Registered Medical Practitioner, is highly likely to lead to the Insured Person's death within twelve (12) months of such diagnosis, the Insured Person is admitted to a registered hospice, this benefit shall be payable for the Eligible Expenses and other related expenses charged by the hospice on the accommodation and meals, physical and psychological support care and nursing services provided by the hospice to the Insured Person.

This benefit must be recommended in writing by the attending Registered Medical Practitioner and the Insured Person's admission to the hospice must commence within ninety (90) days after his discharge from Hospital at the end of a Confinement for a Disability which is directly related to such terminal Sickness or terminal Disease.

For the avoidance of doubt, this benefit shall be payable only if the relevant Eligible Expenses and/or expenses are not payable under Section 3 of Part 6 "Benefit Provisions" of the Terms and Benefits of This Plan and Section (2) of this endorsement (other than this hospice and palliative benefit).

(X) Chinese medicine practitioner outpatient care (applicable to Diamond level only)

Notwithstanding Section 10 of Part 7 of the Terms and Conditions, this benefit shall be payable for the expenses charged for a follow-up outpatient visit (including but not limited to consultation, medical treatment performed and medication prescribed) to a Registered Chinese Medicine Practitioner within the period stated in the Benefit Schedule after discharge from Hospital or the date of Day Case Procedure, provided that such outpatient visit is directly related to and as a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Confinement or Day Case Procedure.

This benefit is subject to a maximum of one (1) consultation with or treatment by a Registered Chinese Medicine Practitioner for each day.

For the avoidance of doubt, this benefit shall not be payable for acupuncture, tui na and any of the following traditional Chinese medicines: agaricus blazei murill, antelope horn powder, antler, cordyceps, cubilose, donkey-hide gelatin, ganoderma, all kinds of ginseng, hippocampus, moschus, pearl powder and placenta hominis.

(XI) Emergency outpatient treatment for Accident

This benefit shall be payable for the Eligible Expenses if the Insured Person has suffered an Injury due to an Accident and has been treated in respect of the Injury in the outpatient unit of a Hospital within twenty-four (24) hours of the occurrence of the Injury. In respect of an Injury, the amount payable under this benefit is equal to the amount actually charged by the Hospital for such treatment (including but not limited to consultation, western medication prescribed or diagnostic test).

This benefit shall only be payable for the Eligible Expenses for the outpatient visit or Emergency Treatment not resulting in a Confinement or Day Case Procedure. In any event, where Eligible Expenses under this benefit are also covered under Section 3 of Part 6 of the Terms and Benefits of This Plan, such Eligible Expenses shall not be payable under this benefit.

(3) Other benefits

To supplement Part 6 "Benefit Provisions" of the Terms and Benefits of This Plan, the Company shall pay the following benefits:

(I) Compassionate death benefit

- (a) Subject to the Terms and Benefits of This Plan, this benefit shall be payable to the beneficiary in the amount as specified in the Benefit Schedule if the Company receives due proof that the Insured Person dies while the Policy is in force. This benefit is not subject to Deductible and shall not be counted towards the applicable Annual Benefit Limit and Lifetime Benefit Limit as specified under the Benefit Schedule of This Plan.
- (b) While the Policy is in effect, the Policy Holder may nominate or change the beneficiary by sending proper written notice (in the form specified by the Company) to the Company. Such change is valid only if, and from the date when, the notice is accepted and recorded by the Company in writing during the lifetime of the Insured Person while the Policy is in effect. The Company will not be responsible for any payment it makes or other action it takes before the Company accepts and records the notice.
- (c) Where compassionate death benefit is payable,
 - (i) if there is more than one (1) beneficiary, the Company will pay the compassionate death benefit to the beneficiaries in the proportion as specified by the Policy Holder. If the Policy Holder has not specified such proportion or all the proportions do not add up to a figure of 100%, the Company shall have the discretion to pay the compassionate death benefit to all the beneficiaries in equal shares or in proportions as determined in its reasonable discretion.
 - (ii) the Company will pay the compassionate death benefit to the Policy Holder (if living, otherwise the Policy Holder's estate) where:
 - aa. no beneficiary is named in the Company's records;
 - bb. the beneficiary dies before the Insured Person's death; or
 - cc. the beneficiary dies at the same time or within ten (10) days after the Insured Person's death,

whereby in cases of bb. and cc., the Company will pay the Policy Holder (if living, otherwise the Policy Holder's estate) the portion of the compassionate death benefit that the deceased beneficiary is entitled to.

- (iii) the Company must be notified in writing (in the form specified by the Company) of the Insured Person's death within thirty (30) days after the date of death. If the Company does not receive notification within such timeframe, it must be shown to the Company's satisfaction that notice was submitted to the Company as soon as reasonably possible, or the Company will not pay the compassionate death benefit.
- (iv) the Company must also receive due proof of death within ninety (90) days after the date of death of the Insured Person. If the Company does not receive due proof within such timeframe, it must be shown to the Company's satisfaction that due proof was submitted to the Company as soon as was reasonably possible, or the Company will not pay the compassionate death benefit.
- (d) The payment of the compassionate death benefit to the beneficiary or the Policy Holder (or his estate) shall be deemed to be full and effective discharge of the Company's obligations in respect of such payment under this endorsement. For the avoidance of doubt, any claim for other benefits under This Plan shall not be prejudiced.
- (e) If the Insured Person commits suicide within one (1) year from the Policy Effective Date of This Plan, whether sane or insane, no compassionate death benefit will be payable under this Policy.

(II) Cash benefit for lower ward class (applicable to Gold level and Diamond level only)

This cash benefit shall be payable in accordance with the limit as stated in the Benefit Schedule of This Plan for each day if the Insured Person is Confined in a ward class below Standard Private Room of a private Hospital in Hong Kong for covered Medical Services and the Eligible Expenses incurred for the room and board are payable under Section 3(a) of Part 6 "Benefit Provisions" of the Terms and Benefits of This Plan.

For the avoidance of doubt, this benefit shall not be payable if the Insured Person is Confined in a public Hospital in Hong Kong.

This benefit is not subject to Deductible and shall not be counted towards the applicable Annual Benefit Limit and Lifetime Benefit Limit as specified under the Benefit Schedule of This Plan.

(III) Check-up benefit (applicable to Gold level and Diamond level only)

Notwithstanding Section 6 of Part 7 of the Terms and Conditions, this check-up benefit shall only be payable if the Insured Person who has been continuously covered under the Terms and Benefits of This Plan for a period of twelve (12) months. At each Renewal, this benefit shall be payable for the fees charged for one (1) medical check-up service received by the Insured Person at a legally registered health service provider on an out-patient basis within geographical limitations during the Policy Year. The Company shall reimburse the actual medical check-up expenses incurred up to the benefit limit as stated in the Benefit Schedule.

This benefit is not subject to Deductible and shall not be counted towards the applicable Annual Benefit Limit and Lifetime Benefit Limit as specified under the Benefit Schedule of This Plan.

(4) Cost-sharing requirement

To supplement Part 6 "Benefit Provisions" of the Terms and Benefits of This Plan:

(I) Where Deductible is applicable, the Deductible applies to all benefits unless otherwise stated in the Terms and Benefits of This Plan.

(II) **Addition or increase of Deductible**

The Policy Holder has the right to request the Company to add or increase the Deductible at any Renewal without any requirement of re-underwriting.

(III) **Removal or decrease of Deductible**

(a) Subject to (b) below, at any time where the Policy Holder requests to remove or decrease the Deductible, the Company shall have the right to re-underwrite in accordance with Section 4(b) of Part 4 "Renewal Provisions" of the Terms and Benefits of This Plan.

(b) Notwithstanding Section (4)(III)(a) above, the Policy Holder shall have the right to remove the Deductible without re-underwriting upon written request to the Company subject to the following:

(i) Such right is only applicable if the written request is submitted to the Company within thirty (30) days before the Renewal Date on or immediately following (aa) the Insured Person's fifty-fifth (55th) birthday; or (bb) the interval of every five (5) years after the Insured Person's fifty-fifth (55th) birthday; and

(ii) Such right can only be exercised once per lifetime.

(IV) If there are any Eligible Expenses and other Reasonable and Customary expenses payable under the Terms and Benefits of This Plan that have been reimbursed under any other insurance coverage or as otherwise described in Section 13 of Part 7 of the Terms and Benefits of This Plan, the remaining balance of Deductible in the relevant Policy Year, if applicable, shall be reduced by such reimbursed amount.

(5) The following definitions shall be applicable to this endorsement:

"Chronic and Irreversible Kidney Failure" shall mean the end stage renal Disease with the Insured Person undergoing regular peritoneal dialysis or haemodialysis or having had renal transplantation.

"General Ward" shall mean a room categorised as a general ward by a Hospital. In case if the hospital does not have any room categorization, a General Ward shall mean a room in Hospital shared by three (3) or more people but excluding any Semi-Private Room or above.

"Kidney Dialysis Center" shall mean a healthcare facility which is legally authorized by the relevant government authority and provides haemodialysis or peritoneal dialysis facilities for the treatment of Chronic and Irreversible Kidney Failure.

“Macau” shall mean the Macau Special Administrative Region of the People’s Republic of China.

“Physiotherapist” shall mean a physiotherapist who is,

- (a) duly qualified and registered with the Physiotherapists Board pursuant to the Physiotherapists (Registration and Disciplinary Procedure) Regulation (Cap. 359J of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and
- (b) legally authorized for rendering relevant physiotherapy service in Hong Kong or the relevant jurisdiction outside Hong Kong where the physiotherapy service is provided to the Insured Person,

but in no circumstance shall include the following persons - the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing). If the physiotherapist is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such physiotherapist shall nonetheless be considered qualified and registered.

“Qualified Nurse” shall mean a nurse who is,

- (a) duly qualified and registered with the Nursing Council of Hong Kong pursuant to the Nurses Registration Ordinance (Cap. 164 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and
- (b) legally authorized for rendering relevant nursing service in Hong Kong or the relevant jurisdiction outside Hong Kong where the nursing service is provided to the Insured Person,

but in no circumstance shall include the following persons - the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing). If the nurse is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such nurse shall nonetheless be considered qualified and registered.

“Registered Chinese Medicine Practitioner” shall mean a Chinese medicine practitioner who is,

- (a) duly qualified and is registered with the Chinese Medicine Council of Hong Kong according to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and
- (b) legally authorised for rendering relevant Chinese medical service in Hong Kong or the relevant jurisdiction outside Hong Kong where the Chinese medical service is provided to the Insured Person.

but in no circumstance shall include the following persons - the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by the Company in writing). If the Chinese medicine practitioner is not duly qualified and registered under the laws of Hong Kong or a body

of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith), the Company shall exercise reasonable judgment to determine whether such Chinese medicine practitioner shall nonetheless be considered qualified and registered.

“Rehabilitation” shall mean Medically Necessary treatment in the form of a combination of therapies such as physical, occupational and speech therapy and is aimed at the restoration of a normal form and/or function after a Sickness or Injury.

“Semi-private Room” shall mean a room categorized as a semi-private or second class room by a Hospital. In case if the hospital does not have any room categorisation, a Semi-private Room shall mean a room in Hospital shared by no more than two (2) people but excluding any Standard Private Room or above.

“Standard Private Room” shall mean a room categorised as a single, private or first class room by a Hospital. In case if the hospital does not have any room categorisation, a Standard Private Room shall mean a room in Hospital with private bath or shower room solely for the patient’s private used. A single occupant room that is 1) classified as higher than the standard single occupant class by the Hospital, or 2) equipped with additional facilities such as private kitchen, dining or sitting room(s) if the Hospital does not have any room categorisation, shall be excluded.

- (6) Unless otherwise defined herein, terms used in this endorsement shall bear the same meaning as those defined in the Terms and Conditions of This Plan.

NO CLAIM DISCOUNT ENDORSEMENT

This endorsement is attached to and forms part of the Terms and Benefits of HSBC Voluntary Health Insurance Flexi Plan (“**This Plan**”).

- (1) A no claim discount will be deducted from the annual premium of This Plan upon the Renewal Date for the eligible Policy Year provided that:
- (a) This Plan was in effect throughout; and
 - (b) except for the check-up benefit as stated in Section (3)(III) of the Additional Benefit Provisions Endorsement, no benefit was paid by the Company under This Plan,

during a specified period (“**Claim-free Period**” as defined in the table under Section (4) below) immediately preceding the Renewal Date, subject to all the terms herein. For the avoidance of doubt, if a benefit is payable but the expenses are not reimbursed by reason of the Deductible, the Policy Year concerned will still not be counted in the Claim-free Period.

- (2) Any levy payable (to be collected by the Insurance Authority) in respect of the Standard Premium and any Premium Loading paid for these Terms and Benefits shall be calculated after applying all discounts under this endorsement.
- (3) The no claim discount will be equal to the applicable no claim discount percentage (the “**NCD percentage**” as stated in the table under Section (4) below) multiplied by the annual premium (before no claim discount, after family discount and including Premium Loading, if any) of This Plan for the Policy Year immediately preceding the Renewal Date.
- (4) The applicable NCD percentage will depend on the length of the Claim-free Period in accordance with the following table:

Claim-free Period preceding the Renewal Date	NCD percentage
Three (3) consecutive Policy Years	Five percent 5%
Four (4) consecutive Policy Years	Ten percent 10%
Five (5) or more consecutive Policy Years	Fifteen percent 15%

- (5) If after a no claim discount has been deducted, a claim incurred in respect of previous five (5) Policy Years becomes payable under This Plan, the no claim discount shall be re-calculated by taking into account the relevant claim payable, and the Policy Holder shall return to the Company immediately the difference between the recalculated amount (in respect of no claim discount) and the no claim discount actually offered to the Policy Holder.
- (6) For avoidance of doubt, the determination of no claim discount makes reference to the Policy Year in which the medical expenses are incurred, but not the Policy Year in which an admission to or a discharge from Hospital occurs.
- (7) The no claim discount is only offered in respect of only one of the Claim-free Period options as mentioned in Section (4), but not combined.
- (8) Unless otherwise defined herein, terms used in this endorsement shall bear the same meaning as those defined in the Terms and Benefits of This Plan.
- (9) This endorsement shall be read in conjunction with Part 3 “Premium Provisions” of the Terms and Benefits of This Plan.

FAMILY DISCOUNT ENDORSEMENT

This endorsement is attached to and forms part of the Terms and Benefits of HSBC Voluntary Health Insurance Flexi Plan (“**This Plan**”).

- (1) The family discount stated in this endorsement will be deducted from the premium payable for the Terms and Benefits before the application of any other discount which is stated in the Terms and Benefits of This Plan.
- (2) Any levy payable (to be collected by the Insurance Authority) in respect of the Standard Premium and any Premium Loading paid for these Terms and Benefits shall be calculated after applying all discounts under this endorsement.
- (3) On the Policy Effective Date and any Renewal Date, a family discount will be deducted from the premium payable for the Policy Year starting from the Policy Effective Date or the relevant Renewal Date, provided that the requirements under Section (4) below is fulfilled.
- (4) The family discount will be equal to the Standard Premium and any Premium Loading paid for these Terms and Benefits in respect of the Policy Year starting from the Policy Effective Date or the relevant Renewal Date multiplied by the family discount percentage as specified below –

Eligibility	Family discount percentage
Two (2) or more Family Members are insured under the policies of This Plan on the Policy Effective Date or Renewal Date	Ten percent 10%

For the avoidance of doubt, in counting the required number of Family Members, each Family Member shall only be considered as one (1) Family Member regardless of the number of policy issued under This Plan with the same Family Member being the Insured Person.

- (5) For the purpose of Section (4) of this endorsement, “**Family Member**” shall mean–
 - (I) the Policy Holder;
 - (II) spouse or Partner of the Policy Holder. Partner shall mean a person (of the same or opposite gender) with whom an individual is committed in a continuous and exclusive relationship;
 - (III) child of the Policy Holder or the Policy Holder’s spouse or Partner (including any stepchild and legally adopted child);
 - (IV) parents of the Policy Holder or the Policy Holder’s spouse or Partner (including any stepparents and legally adoptive parents);
 - (V) siblings of the Policy Holder or the Policy Holder’s spouse or Partner (including any stepsiblings and legally adoptive siblings);
 - (VI) grandparents of the Policy Holder or the Policy Holder’s spouse or Partner (including any stepgrandparent and legally adoptive grandparents).
- (6) Unless otherwise defined herein, terms used in this endorsement shall bear the same meaning as those defined in the Terms and Benefits of This Plan.
- (7) This endorsement shall be read in conjunction with Part 3 “Premium Provisions” of the Terms and Benefits of This Plan.

Benefit Schedule – HSBC Voluntary Health Insurance Flexi Plan (Gold level)

Annual Benefit Limit for benefit items (a) – (I) and Enhanced Benefits (I) – (VI)	\$30,000,000 per Policy Year
Lifetime Benefit Limit for benefit items (a) – (I) and Enhanced Benefits (I) – (VI)	Nil
Deductible	\$50,000
Geographical limitation	Asia ⁽¹⁾ , Australia and New Zealand
Entitled ward class	Standard Private Room

Benefit items ⁽²⁾		Benefit limit (in HKD)
(a)	Room and board	Full cover ⁽³⁾
(b)	Miscellaneous charges	Full cover ⁽³⁾ (subject to limit of benefit (II) “medical implants” under enhanced benefits)
(c)	Attending doctor’s visit fee	Full cover ⁽³⁾
(d)	Specialist’s fee ⁽⁴⁾	
(e)	Intensive care	Full cover ⁽³⁾ (maximum 30 days per Policy Year)
(f)	Surgeon’s fee	Full cover ⁽³⁾ regardless of the surgical category
(g)	Anaesthetist’s fee	
(h)	Operating theatre charges	
(i)	Prescribed Diagnostic Imaging Tests ^{(4) (5)}	Full cover ⁽³⁾
(j)	Prescribed Non-surgical Cancer Treatments ⁽⁶⁾	
(k)	Pre- and post-Confinement/ Day Case Procedure outpatient care ⁽⁴⁾	Full cover ⁽³⁾ for the following specified visits: <ul style="list-style-type: none"> • 1 prior outpatient visit or Emergency consultation per Confinement/Day Case Procedure • 3 follow-up outpatient visits per Confinement/Day Case Procedure (within 90 days after discharge from Hospital or completion of Day Case Procedure)
(l)	Psychiatric treatments	\$30,000 per Policy Year

Benefit items ⁽²⁾		Benefit limit (in HKD)
Enhanced benefits		
(I)	Post-Confinement/Day Case Procedure outpatient physiotherapy ⁽⁴⁾	\$10,000 per Policy Year (within 90 days after discharge from Hospital or completion of Day Case Procedure and payable only if benefit item (k) is exhausted, maximum 1 visit per day)
(II)	Medical implants	Specified items: Full cover ⁽³⁾ Other items: HKD\$150,000 per Policy Year
(III)	Companion bed	Full cover ⁽³⁾
(IV)	Outpatient kidney dialysis	Full cover ⁽³⁾
(V)	Home nursing ⁽⁴⁾	Full cover ⁽³⁾ (within 90 days after discharge from Hospital or completion of Day Case Procedure; home nursing services provided by 1 Qualified Nurse per day for a maximum of 90 days per Policy Year)
(VI)	Donor's benefit for organ transplantation	30% of total transplantation cost
(VII)	Private nursing ⁽⁴⁾	Full cover ⁽³⁾ (private nursing services provided by 1 Qualified Nurse per day for a maximum of 30 days per Policy Year)
(VIII)	Rehabilitation benefit ⁽⁴⁾	\$80,000 per Policy Year, up to 90 days per Policy Year
(IX)	Emergency outpatient treatment for Accident	Full cover ⁽³⁾
Other benefits		
(I)	Compassionate death benefit	\$10,000
(II)	Cash benefit for lower ward class	\$2,000 per day (maximum 10 days per Confinement)
(III)	Check-up benefit	\$1,000 per Policy Year (Starting from the second Policy Year)

Notes -

- (1) Asia shall mean Afghanistan, Bangladesh, Bhutan, Brunei, Greater China, India, Indonesia, Japan, Kazakhstan, Kyrgyzstan, Laos, Malaysia, Maldives, Mongolia, Myanmar, Nepal, Philippines, Singapore, South Korea, Tajikistan, Thailand, Timor-Leste, Turkmenistan, Uzbekistan and Vietnam. Please refer to the Additional Benefit Provisions Endorsement for more details.
- (2) Eligible Expenses incurred in respect of the same item shall not be recoverable under more than one benefit item in the table above, unless otherwise specified.
- (3) Full cover shall mean the actual amount of Eligible Expenses and other expenses charged and payable in accordance to the Terms and Benefits of This Plan.
- (4) The Company shall have the right to ask for proof of recommendation e.g. written referral or testifying statement on the claim form by the attending doctor or Registered Medical Practitioner.
- (5) Tests covered here only include computed tomography ("CT" scan), magnetic resonance imaging ("MRI" scan), positron emission tomography ("PET" scan), PET-CT combined and PET-MRI combined.
- (6) Treatments covered here only include radiotherapy, chemotherapy, targeted therapy, immunotherapy and hormonal therapy.

Schedule of Surgical Procedures

Procedure / Surgery	Category	
ABDOMINAL AND DIGESTIVE SYSTEM		
Oesophageal/ stomach/duodenum	Excision of oesophageal lesion/destruction of lesion or tissue of oesophagus, cervical approach	Major
	Highly selective vagotomy	Major
	Laparoscopic fundoplication	Major
	Laparoscopic repair of hiatal hernia	Major
	Oesophagogastroduodenoscopy (OGD) +/- biopsy and/or polypectomy	Minor
	OGD with removal of foreign body	Minor
	OGD with ligation/banding of oesophageal/gastric varices	Intermediate
	Oesophagectomy	Complex
	Total oesophagectomy and interposition of intestine	Complex
	Percutaneous gastrostomy	Minor
	Permanent gastrostomy/gastroenterostomy	Major
	Partial gastrectomy +/- jejunal transposition	Major
	Partial gastrectomy with anastomosis to duodenum/jejunum	Major
	Partial gastrectomy with anastomosis to oesophagus	Complex
	Proximal gastrectomy/radical gastrectomy/total gastrectomy +/- intestinal interposition	Complex
	Suture of laceration of duodenum/patch repair, duodenal ulcer	Major
	Vagotomy and/or pyloroplasty	Major
Jejunum, ileum and large intestine	Appendicectomy, open or laparoscopic	Intermediate
	Anal fissurectomy	Minor
	Anal fistulotomy/fistulectomy	Intermediate
	Incision & drainage of perianal abscess	Minor
	Delorme operation for repair of prolapsed rectum	Major
	Colonoscopy +/- biopsy	Minor
	Colonoscopy with polypectomy	Minor
	Sigmoidoscopy	Minor
	Haemorrhoidectomy, internal or external	Intermediate
	Injection/banding of haemorrhoid	Minor
	Ileostomy or colostomy	Major
	Anterior resection of rectum, open or laparoscopic	Complex
	Abdominoperineal resection, open or laparoscopic	Complex
	Colectomy, open or laparoscopic	Complex
	Low anterior resection of rectum, open or laparoscopic	Complex
	Reduction of volvulus or intussusception	Intermediate
Resection of small intestine and anastomosis	Major	
Biliary tract	Cholecystectomy, open or laparoscopic	Major
	Endoscopic retrograde cholangio-pancreatography (ERCP)	Intermediate
	ERCP with papilla operation, stone extraction or other associated operation	Intermediate

Procedure / Surgery		Category
Liver	Fine needle aspiration (FNA) biopsy of liver	Minor
	Liver transplantation	Complex
	Marsupialization of lesion/cyst of liver or drainage of liver abscess, open approach	Major
	Removal of liver lesion, open or laparoscopic	Major
	Sub-segmentectomy of liver, open or laparoscopic	Major
	Segmentectomy of liver, open or laparoscopic	Complex
	Wedge resection of liver, open or laparoscopic	Major
Pancreas	Closed biopsy of pancreatic duct	Intermediate
	Excision/destruction of lesion of pancreas or pancreatic duct	Major
	Pancreaticoduodenectomy (Whipple's Operation)	Complex
Abdominal wall	Exploratory laparotomy	Major
	Laparoscopy/peritoneoscopy	Intermediate
	Unilateral repair of inguinal hernia, open or laparoscopic	Intermediate
	Bilateral repair of inguinal hernia, open or laparoscopic	Major
	Unilateral herniotomy/herniorrhaphy, open or laparoscopic	Intermediate
	Bilateral herniotomy/herniorrhaphy, open or laparoscopic	Major
BRAIN AND NERVOUS SYSTEM		
Brain	Brain biopsy	Major
	Burr hole(s)	Intermediate
	Craniectomy	Complex
	Cranial nerve decompression	Complex
	Irrigation of cerebroventricular shunt	Minor
	Maintenance removal of cerebroventricular shunt, including revision	Intermediate
	Creation of ventriculoperitoneal shunt or subcutaneous cerebrospinal fluid reservoir	Major
	Clipping of intracranial aneurysm	Complex
	Wrapping of intracranial aneurysm	Complex
	Excision of arteriovenous malformation, intracranial	Complex
	Excision of acoustic neuroma	Complex
	Excision of brain tumour or brain abscess	Complex
	Excision of cranial nerve tumour	Complex
	Radiofrequency thermocoagulation of trigeminal ganglion	Intermediate
	Closed trigeminal rhizotomy using radiofrequency	Major
	Decompression of trigeminal nerve root/open trigeminal rhizotomy	Complex
	Excision of brain, including lobectomy	Complex
	Hemispherectomy	Complex
Spine	Lumbar puncture or cisternal puncture	Minor
	Decompression of spinal cord or spinal nerve root	Major
	Cervical sympathectomy	Intermediate
	Thoracoscopic or lumbar sympathectomy	Major
	Excision of intraspinal tumour, extradural or intradural	Complex

Procedure / Surgery		Category
CARDIOVASCULAR SYSTEM		
Heart	Cardiac catheterization	Intermediate
	Coronary artery bypass graft (CABG)	Complex
	Cardiac transplantation	Complex
	Insertion of cardiac pacemaker	Intermediate
	Pericardiocentesis	Minor
	Pericardiotomy	Major
	Percutaneous transluminal coronary angioplasty (PTCA) and related procedures, including use of laser, stenting, motor-blade, balloon angioplasty, radiofrequency ablation technique, etc.	Major
	Pulmonary valvotomy, Balloon/Transluminal laser/Transluminal radiofrequency	Major
	Percutaneous valvuloplasty	Major
	Balloon aortic/mitral valvotomy	Major
	Closed heart valvotomy	Complex
	Open heart valvuloplasty	Complex
	Valve replacement	Complex
Vessels	Intra-abdominal venous shunt/spleno-renal shunt/portal-caval shunt	Complex
	Resection of abdominal vessels with replacement/anastomosis	Complex
ENDOCRINE SYSTEM		
Adrenal Gland	Unilateral adrenalectomy, laparoscopic or retroperitoneoscopic	Major
	Bilateral adrenalectomy, laparoscopic or retroperitoneoscopic	Complex
Pineal gland	Total excision of pineal gland	Complex
Pituitary Gland	Operation of pituitary tumour	Complex
Thyroid Gland	Fine needle aspiration (FNA) of thyroid gland +/- imaging guidance	Minor
	Hemithyroidectomy/partial thyroidectomy/subtotal thyroidectomy/parathyroidectomy	Major
	Total thyroidectomy/complete parathyroidectomy/robotic-assisted total thyroidectomy	Major
	Excision of thyroglossal cyst	Intermediate
EAR/NOSE/THROAT/RESPIRATORY SYSTEM		
Ear	Canaloplasty for aural atresia/stenosis	Major
	Excision of preauricular cyst/sinus	Minor
	Haematoma auris, drainage/buttoning/excision	Minor
	Meatoplasty	Intermediate
	Removal of foreign body	Minor
	Excision of middle ear tumour via tympanotomy	Major
	Myringotomy +/- insertion of tube	Minor
	Myringoplasty/tympanoplasty	Major
	Ossiculoplasty	Major
	Labyrinthectomy, total/partial excision	Major
	Mastoidectomy	Major
	Operation on cochlea and/or cochlear implant	Complex
	Operation on endolymphatic sac/decompression of endolymphatic sac	Major
	Repair of round window or oval window fistula	Intermediate
	Tympanosympathectomy	Major
Vestibular neurectomy	Intermediate	

Procedure / Surgery		Category
Nose, mouth and pharynx	Antral puncture and lavage	Minor
	Cauterization of nasal mucosa/control of epistaxis	Minor
	Closed reduction for fracture nasal bone	Minor
	Closure of oro-antral fistula	Intermediate
	Dacryocystorhinostomy	Intermediate
	Excision of lesion of nose	Minor
	Nasopharyngoscopy/rhinocopy +/- including rhinoscopic biopsy +/- removal of foreign body	Minor
	Polypectomy of nose	Minor
	Caldwell-Luc operation/Maxillary sinusotomy with Caldwell-Luc approach	Intermediate
	Endoscopic sinus surgery on ethmoid/maxillary/frontal/sphenoid sinuses	Intermediate
	Extended endoscopic frontal sinus surgery with trans-septal frontal sinusotomy	Major
	Frontal sinusotomy or ethmoidectomy	Intermediate
	Frontal sinusotomy	Major
	Functional endoscopic sinus surgery (FESS)	Major
	Functional endoscopic sinus surgery (FESS) bilateral	Complex
	Maxillary/sphenopalatine/ethmoid artery ligation	Intermediate
	Other intranasal operation, including use of laser (excluding simple rhinoscopy, biopsy and cauterisation of vessel)	Intermediate
	Rhinoplasty	Intermediate
	Resection of nasopharyngeal tumour	Intermediate
	Sinoscopy +/- biopsy	Minor
	Septoplasty +/- submucous resection of septum	Intermediate
	Submucous resection of nasal septum	Intermediate
	Turbinectomy/submucous turbinectomy	Intermediate
	Adenoidectomy	Minor
	Tonsillectomy +/- adenoidectomy	Intermediate
	Excision of pharyngeal pouch/diverticulum	Intermediate
	Pharyngoplasty	Intermediate
	Sleep related breathing disorder – hyoid suspension, maxilla/mandible/tongue advancement, laser suspension/resection, radiofrequency ablation assisted uvulopalatopharyngoplasty, uvulopalatopharyngoplasty	Intermediate
	Marsupialization/excision of ranula	Intermediate
	Parotid gland removal, superficial	Intermediate
	Parotid gland removal/parotidectomy	Major
	Removal of submandibular salivary gland	Intermediate
Submandibular duct relocation	Intermediate	
Submandibular gland excision	Intermediate	
Respiratory system	Arytenoid subluxation – laryngoscopic reduction	Minor
	Bronchoscopy +/- biopsy	Minor
	Bronchoscopy with foreign body removal	Minor
	Laryngoscopy +/- biopsy	Minor
	Laryngeal/tracheal stenosis – endolaryngeal/open operation with stenting/reconstruction	Major
	Laryngeal diversion	Intermediate

Procedure / Surgery		Category
	Laryngectomy +/- radical neck resection	Complex
	Microlaryngoscopy +/- Biopsy +/- excision of nodule/polyp/Reinke's edema	Minor
	Partial/total resection of laryngeal tumour	Intermediate
	Removal of vallecular cyst	Intermediate
	Repair of laryngeal fracture	Major
	Injection for vocal cord paralysis	Minor
	Tracheoesophageal puncture for voice rehabilitation	Minor
	Thyroplasty for vocal cord paralysis	Intermediate
	Vocal cord operation, including use of laser (excluding carcinoma)	Minor
	Tracheostomy, temporary/permanent/revision	Minor
	Lobectomy of lung/pneumonectomy	Complex
	Pleurectomy	Major
	Segmental resection of lung	Major
	Thoracocentesis/insertion of chest tube for pneumothorax	Minor
	Thoracoscopy +/- biopsy	Intermediate
	Thoracoplasty	Major
	Thymectomy	Major
EYE		
Eye	Excision/curettage/cryotherapy of lesion of eyelid	Minor
	Blepharorrhaphy/tarsorrhaphy	Minor
	Repair of entropion or ectropion +/- wedge resection	Minor
	Reconstruction of eyelid, partial-thickness	Intermediate
	Excision/destruction of lesion of conjunctiva	Minor
	Excision of pterygium	Minor
	Corneal grafting, severe wound repair and keratoplasty, including corneal transplant	Major
	Laser removal/destruction of corneal lesion	Intermediate
	Removal of corneal foreign body	Minor
	Repair of cornea	Intermediate
	Suture/repair of corneal laceration or wound with conjunctival flap	Intermediate
	Aspiration of lens	Intermediate
	Capsulotomy of lens, including use of laser	Intermediate
	Extracapsular/intracapsular extraction of lens	Intermediate
	Intraocular lens/explant removal	Intermediate
	Chorioretinal lesion operations	Intermediate
	Phacoemulsification and implant of intraocular lens	Intermediate
	Pneumatic retinopexy	Intermediate
	Retinal Photocoagulation	Intermediate
	Repair of retinal detachment/tear	Intermediate
	Repair of retinal tear/detachment with buckle	Major
	Scleral buckling/encircling of retinal detachment	Major
	Cyclodialysis	Intermediate
	Trabeculectomy, including use of laser	Intermediate
	Surgical treatment for glaucoma including insertion of implant	Intermediate
	Diagnostic aspiration of vitreous	Minor

Procedure / Surgery		Category
	Injection of vitreous substitute	Intermediate
	Mechanical vitrectomy / removal of vitreous	Major
	Biopsy of iris	Minor
	Excision of lesion of iris / anterior segment of eye/ciliary body	Intermediate
	Excision of prolapsed iris	Intermediate
	Iridotomy	Intermediate
	Iridectomy	Intermediate
	Iridoplasty +/- coreoplasty by laser	Intermediate
	Iridenceleisis and iridotaxis	Intermediate
	Scleral fistulization +/- iridectomy	Intermediate
	Thermocauterization of sclera +/- iridectomy	Intermediate
	Diminution of ciliary body	Intermediate
	Biopsy of extraocular muscle or tendon	Minor
	Operation on one extraocular muscle	Intermediate
	Eyeball, perforating wound of, with incarceration or prolapse of uveal tissue repair	Major
	Enucleation of eye	Intermediate
	Evisceration of eyeball/ocular contents	Intermediate
	Repair of eyeball or orbit	Intermediate
	Conjunctivocystorhinostomy	Intermediate
	Conjunctivorhinostomy with insertion of tube/stent	Intermediate
	Dacryocystorhinostomy	Intermediate
	Excision of lacrimal sac and passage	Minor
	Excision of lacrimal gland/dacryoadenectomy	Intermediate
	Probing +/- syringing of lacrimal canaliculi/nasolacrimal duct	Minor
	Repair of canaliculus	Intermediate
	Coreoplasty	Intermediate
FEMALE GENITAL SYSTEM		
Cervix	Amputation of cervix	Intermediate
	Colposcopy +/- biopsy	Minor
	Conization of cervix	Minor
	Destruction of lesion of cervix by excision / cryosurgery / cauterization / laser	Minor
	Endocervical curettage	Minor
	Loop electrosurgical excision procedure (LEEP)	Minor
	Marsupialization of cervical cyst	Minor
	Repair of cervix	Minor
	Repair of fistula of cervix	Intermediate
	Suture of laceration of cervix/uterus/vagina	Intermediate
Fallopian tubes and ovaries [^]	Dilatation/insufflation of fallopian tube	Minor
	Excision/destruction of lesion of fallopian tube, open or laparoscopic	Major
	Repair of fallopian tube	Major
	Salpingostomy/salpingotomy	Intermediate
	Total or partial salpingectomy	Intermediate
	Tuboplasty	Intermediate
	Aspiration of ovarian cyst	Minor

Procedure / Surgery	Category	
Ovarian cystectomy, open or laparoscopic	Major	
Wedge resection of ovary, open or laparoscopic	Major	
Oophorectomy	Intermediate	
Oophorectomy, laparoscopic	Major	
Salpingo-oophorectomy, open or laparoscopic	Major	
Drainage of tubo-ovarian abscess, open or laparoscopic	Intermediate	
<i>^ The category applies to both unilateral and bilateral procedures unless otherwise specified.</i>		
Uterus	Dilatation and curettage of Uterine (D&C)	Minor
	Hysteroscopy +/- biopsy	Minor
	Hysteroscopy with excision or destruction of uterus and supporting structures	Intermediate
	Hysterotomy	Major
	Laparoscopic assisted vaginal hysterectomy (LAVH)	Major
	Vaginal hysterectomy +/- repair of cystocele and/or rectocele	Major
	Total/subtotal abdominal hysterectomy +/- bilateral salpingo-oophorectomy, open or laparoscopic	Major
	Radical abdominal hysterectomy	Complex
	Myomectomy, open or laparoscopic	Major
	Uterine myomectomy, vaginal or hysteroscopic	Intermediate
	Laparoscopic drainage of female pelvic abscess	Intermediate
	Colposuspension	Major
	Pelvic floor repair	Major
	Pelvic exenteration	Complex
	Uterine suspension	Intermediate
Vagina	Destruction of lesion of vagina by excision / cryosurgery / cauterization / laser	Minor
	Insertion/removal of vaginal supportive pessaries	Minor
	Marsupialization of Bartholin's cyst	Minor
	Vaginal stripping of vaginal cuff	Minor
	Vaginitomy	Intermediate
	Partial vaginectomy	Intermediate
	Vaginectomy, complete	Major
	Radical vaginectomy	Complex
	Anterior colporrhaphy +/- Kelly plication	Intermediate
	Posterior colporrhaphy	Intermediate
	Obliteration of vaginal vault	Intermediate
	Sacrospinous ligament suspension or fixation of the vagina	Intermediate
	Sacral colpopexy	Intermediate
	Vaginal repair of enterocele	Intermediate
	Closure of urethro-vaginal fistula	Intermediate
	Repair of rectovaginal fistula, vaginal approach	Intermediate
	Repair of rectovaginal fistula, abdominal approach	Major
	Culdocentesis	Minor
	Culdotomy	Minor
	Excision of transverse vaginal septum	Minor
	McCall's culdeplasty/culdoplasty	Intermediate
	Vaginal reconstruction	Major

Procedure / Surgery		Category
Vulva and introitus	Destruction of lesion of vulva by excision / cryosurgery / cauterization / laser	Minor
	Wide local excision of vulva with cold knife or LEEP	Minor
	Excision of vestibular adenitis	Minor
	Excision biopsy of vulva	Minor
	Incision and drainage of vulva and perineum	Minor
	Lysis of vulvar adhesions	Minor
	Repair of fistula of vulva or perineum	Minor
	Suture of lacerations / repair of vulva and/or perineum	Minor
	Vulvectomy	Intermediate
	Radical vulvectomy	Major
HEMIC AND LYMPHATIC SYSTEM		
Lymph Nodes	Drainage of lesion / abscess of lymph node	Minor
	Biopsy/excision of superficial lymph nodes/simple excision of lymphatic structure	Minor
	Incisional biopsy of cervical lymph node/fine needle aspiration (FNA) biopsy of lymph nodes	Minor
	Excision of deep lymph node/lymphangioma/cystic hygroma	Intermediate
	Bilateral inguinal lymphadenectomy	Intermediate
	Cervical lymphadenectomy	Intermediate
	Inguinal and pelvic lymphadenectomy	Major
	Radical groin dissection	Major
	Radical pelvic lymphadenectomy	Major
	Selective/radical/functional neck dissection	Major
	Wide excision of axillary lymph node	Major
Spleen	Splenectomy, open or laparoscopic	Major
MALE GENITAL SYSTEM		
Prostate	External drainage of prostatic abscess	Minor
	Photoselective vaporization of prostate	Major
	Plasma vaporization of prostate	Major
	Prostate biopsy	Minor
	Transurethral microwave therapy	Intermediate
	Transurethral prostatectomy or TURP	Major
	Prostatectomy, open or laparoscopic	Major
	Radical prostatectomy, open or laparoscopic	Complex
Penis	Circumcision	Minor
	Release of chordee	Major
	Repair of buried/avulsion of penis	Intermediate
Testicles [^]	Epididymectomy	Intermediate
	Exploration of testis	Intermediate
	Exploration for undescended testis, laparoscopic	Major
	Orchidopexy	Intermediate
	Orchidectomy or orchidopexy, laparoscopic	Major
	Reduction of torsion of testis and fixation	Intermediate
	Testicular biopsy	Minor
	High ligation of hydrocoele	Intermediate
	Tapping of hydrocele	Minor
Excision of varicocele and hydrocoele of spermatic cord	Intermediate	

Procedure / Surgery		Category
	Varicocelectomy (microsurgical)	Major
	<i>^ The category applies to both unilateral and bilateral procedures unless otherwise specified.</i>	
Spermatic cord	Vasectomy	Minor
MUSCULOSKELETAL SYSTEM		
Bone	Amputation of finger(s) / toe(s) of one limb	Intermediate
	Amputation of one arm / hand / leg / foot	Intermediate
	Bunionectomy	Intermediate
	Bunionectomy with soft tissue correction and osteotomy of the first metatarsal	Major
	Excision of radial head	Intermediate
	Mandibulectomy for benign disease	Intermediate
	Patellectomy	Major
	Partial osteotomy of facial bone	Intermediate
	Sequestrectomy of facial bone	Intermediate
	Wedge osteotomy of bone of wrist/hand/leg	Major
	Wedge osteotomy of bone of upper arm / lower arm / thigh	Major
	Wedge osteotomy of scapula / clavicle / sternum	Major
Joint	Arthroscopic drainage and debridement	Intermediate
	Arthroscopic removal of loose body from joints	Intermediate
	Arthroscopic examination of joint +/- biopsy	Intermediate
	Arthroscopic assisted ligament reconstruction	Major
	Arthroscopic Bankart repair	Major
	Arthroscopic repair for superior labral tear from anterior to posterior of shoulder	Major
	Arthroscopic rotator cuff repair	Major
	Acromioplasty	Major
	Arthrodesis of shoulder	Major
	Arthrodesis of Elbow/Triple arthrodesis	Major
	Arthrodesis of knee/hip	Complex
	Arthroplasty of hand/finger/foot/Toe joint with implant	Major
	Fusion of wrist	Major
	Synovectomy of wrist	Intermediate
	Interphalangeal joint fusion of toes	Intermediate
	Interphalangeal fusion of finger	Major
	Excisional arthroplasty shoulder / hemiarthroplasty of shoulder	Major
	Excisional arthroplasty of hip/knee/Wrist/Elbow	Major
	Excisional arthroplasty of hip/knee with local antibiotic delivery	Complex
	Temporomandibular arthroplasty +/- autograft	Major
	Joint aspiration/injection	Minor
	Manipulation of joint under anesthesia	Minor
	Metal femoral head insertion	Major
	Anterior cruciate ligament reconstruction	Major
	Menisectomy, open or arthroscopic	Major
	Posterior cruciate ligament reconstruction	Major
	Repair of the collateral ligaments	Major
	Repair of the cruciate ligaments	Major

Procedure / Surgery	Category
Suture of capsule or ligament of ankle and foot	Major
Total shoulder replacement	Complex
Total knee replacement	Complex
Total hip replacement	Complex
Partial hip replacement	Major
Muscle / Tendon	
Achilles tendon repair	Intermediate
Achillotenotomy	Intermediate
Change in muscle or tendon length (except hand) / excision of lesion of muscle	Intermediate
Change in muscle or tendon length of hand	Major
Excision of lesion of muscle	Intermediate
Lengthening of tendon, including tenotomy	Intermediate
Open biopsy of muscle	Minor
Release of De Quervain's disease	Minor
Release of trigger finger	Minor
Release of tennis elbow	Minor
Transfer / transplantation / reattachment of muscle	Major
Tendon repair / Suture of tendon not involving hand	Intermediate
Tendon repair / Suture of tendon of hand	Major
Tenosynovectomy / synovectomy	Intermediate
Transposition of tendon of wrist/hand	Major
Secondary repair of tendon, including graft, transfer and/or prosthesis	Major
Fracture / dislocation	
Closed reduction of dislocation of temporomandibular / interphalangeal / acromioclavicular joint	Minor
Closed reduction of dislocation of shoulder / elbow / wrist / ankle	Intermediate
Closed reduction for Colles' fracture with percutaneous k-wire fixation	Major
Closed reduction for fracture of arm / leg / patella / pelvis with internal fixation	Major
Close reduction for mandibular fracture with internal fixation	Intermediate
Closed reduction for fracture of clavicle / scapula / phalanges / patella without internal fixation	Minor
Closed reduction for fracture of upper arm/lower arm/wrist/hand/leg/foot bone without internal fixation	Intermediate
Closed reduction for fracture of clavicle / hand / ankle / foot with internal fixation	Intermediate
Closed reduction for fracture of femur +/- internal fixation	Major
Closed/open reduction of fracture of acetabulum with internal fixation	Complex
Open reduction for mandibular fracture with internal fixation	Major
Open reduction for clavicle / hand / foot (except carpal/talus/calcaneus) +/- internal fixation	Intermediate
Open reduction for arm / leg / patella / scapula +/- internal fixation	Major
Open reduction for femur / calcaneus / talus / +/- internal fixation	Major
Operative treatment of compound fracture with external fixator and extensive wound debridement	Intermediate
Removal of screw, pin and plate, and other metal for old fracture except fracture femur	Minor

Procedure / Surgery		Category
Spine	Artificial cervical disc replacement	Complex
	Anterior spinal fusion, cervical / cervicothoracic / C4/5 and C5/6 and locking plate	Major
	Anterior spinal fusion (excluding cervical/cervicothoracic/C4/5 and C5/6 and locking plate)	Complex
	Anterior spinal fusion with instrumentation	Complex
	Laminoplasty for cervical spine	Major
	Laminectomy / discectomy	Major
	Laminectomy with discectomy	Complex
	Posterior spinal fusion, thoracic / cervico-thoracic / thoracolumbar / T5 to L1 / atlas-axis	Major
	Posterior spinal fusion, (excluding thoracic / cervico-thoracic / thoracolumbar / T5 to L1 / atlas-axis)	Complex
	Posterior spinal fusion with instrumentation	Complex
	Spinal biopsy	Minor
	Spinal fusion +/- foraminotomy +/- laminectomy +/- discectomy	Complex
	Spine osteotomy	Complex
	Vertebroplasty/kyphoplasty	Intermediate
Others	Excision of ganglion/bursa	Minor
	Closed/Percutaneous needle fasciotomy for Dupuytren disease	Minor
	Radical (or total) fasciectomy for Dupuytren disease	Major
	Release of carpal / tarsal tunnel, open or endoscopic	Intermediate
	Release of peripheral nerve	Intermediate
	Transposition of ulnar nerve	Intermediate
	Sliding/reduction genioplasty	Intermediate
SKIN AND BREAST		
Skin	Curettage/cryotherapy/cauterization/laser treatment of lesion of skin	Minor
	Drainage of subungual haematoma or abscess	Minor
	Excision of lipoma	Minor
	Excision of skin for graft	Minor
	Incision and/or drainage of skin abscess	Minor
	Incision and/or removal of foreign body from skin and subcutaneous tissue	Minor
	Local excision or destruction of lesion or tissue of skin and subcutaneous tissue	Minor
	Suture of wound on skin	Minor
	Surgical toilet and suturing	Minor
	Wedge resection of toenail	Minor
	Breast	Breast tumour/lump excision +/- biopsy
Fine needle aspiration (FNA) of breast cyst		Minor
Incisional breast biopsy		Minor
Modified radical mastectomy		Major
Partial or simple mastectomy		Intermediate
Partial or radical mastectomy with axillary lymphadenectomy		Major
Total or radical mastectomy		Major
Duct papilloma excision		Intermediate
Gynaecomastia excision		Intermediate

Procedure / Surgery		Category
URINARY SYSTEM		
Kidney	Extracorporeal shock wave lithotripsy for urinary stone (ESWL)	Intermediate
	Nephrolithotomy/pyelolithotomy	Major
	Nephroscopy	Major
	Percutaneous insertion of nephrostomy tube	Minor
	Renal biopsy	Minor
	Nephrectomy, open or laparoscopic or retroperitoneoscopic	Major
	Nephrectomy, partial/lower pole	Complex
	Kidney transplant	Complex
Bladder, ureter and urethra	Cystoscopy +/- biopsy	Minor
	Cystoscopy with catheterization of ureter / transurethral bladder clearance	Minor
	Cystoscopy with electro-cauterisation/laser lithotripsy	Intermediate
	Excision of urethra caruncle	Minor
	Insertion of urethral/ureter stent	Intermediate
	Diverticulectomy of urinary bladder, open or laparoscopic	Major
	Transurethral resection of bladder tumour	Major
	Partial cystectomy, open or laparoscopic	Major
	Radical/total cystectomy, open or laparoscopic	Complex
	Ureterolithotomy, open or laparoscopic or retroperitoneoscopic	Major
	Closure of urethro-rectal fistula	Major
	Repair of urethral fistula	Major
	Repair of vesicovaginal fistula	Major
	Repair of vesicocolic fistula	Major
	Repair of rupture of urethra	Major
	Repair of urinary stress incontinence	Major
	Formation of ileal conduit, including ureteric implantation	Complex
	Ileal or colonic replacement of ureter	Major
Unilateral reimplantation of ureter into bowel or bladder	Major	
Bilateral reimplantation of ureter into bowel or bladder	Major	
DENTAL		
	Any kind of dental surgery due to injury caused by an Accident	Minor