



Hospital Cash Plan Insurance Policy

住院保障計劃 保單



N.B. For your own protection you are requested to read this Policy and the Provisions, Exclusions and Conditions contained herein in order to ascertain that it is in accordance with your intentions. You are also requested to check that the particulars given in the Policy Schedule are true and complete and they will form the basis of your contract with QBE General Insurance (Hong Kong) Limited. If it is not, kindly return immediately for alteration or cancellation, or otherwise, it means you agree to be bound by the following policy terms and conditions.

WHEREAS the Insured has applied for the insurance hereinafter contained on behalf of the Insured Persons and has paid or agreed to pay the Premium as consideration for such insurance and that QBE General Insurance (Hong Kong) Limited (hereinafter called the Company) has agreed to provide such insurance.

The Company agrees on the basis of and subject to the Terms and Conditions contained in this Policy to provide insurance cover to the Insured Persons during the period of insurance for those risks insured against to the extent and in the manner stated in this Policy and the Policy Schedule.

TERMS AND CONDITIONS

PART 1 — DAILY CASH BENEFIT FOR CONFINEMENT AND SURGICAL ALLOWANCE

Schedule of Benefits

Benefits	Plan A	Plan B
	Maximum Limit of Benefit for Each Insured Person* (HK\$)	Maximum Limit of Benefit for Each Insured Person* (HK\$)
Daily Cash Benefit	600	1,200
Double Cash Benefit (subject to Provision 7 of Part 1 in the Policy)	1,200	2,400
Surgical Allowance Benefit	20,000	40,000

* Remarks: Benefits for Each Child will be limited to 50% of the Insured's Benefit

Important: All person insured under this Policy (including Eligible Family Members where applicable) must be Hong Kong Resident(s) permanently living, working or studying in Hong Kong Special Administrative Region.

When Sickness or Injury shall cause an Insured Person's Confinement, and provided such Confinement shall commence whilst insurance under this Policy is in effect with respect to such Insured Person, the Company will pay the Daily Cash Benefit for each Day of Confinement that such Insured Person shall be so confined.

In addition to the Daily Cash Benefit for Confinement, Surgical Allowance as defined herein will be paid in an amount equal to the sum actually charged, including fees for hospitals, doctors, surgeons, anaesthetists and operating theatres, excluding the cost of room and board and any non-medical charges incurred during Confinement for an operation or surgery performed in a Hospital by a qualified surgeon on an Insured Person in respect of any one Injury or Sickness or any one Confinement, provided that:

- (i) the maximum amount payable shall not exceed the amount stated in the Schedule of Benefits that corresponds to the Plan as stipulated in the Policy Schedule. If the Insured Person undergoing such operation or surgery is a child, the maximum amount payable shall not exceed half the amount of the adult Insured Person;
- (ii) no Surgical Allowance shall be payable in respect of any operation or surgery unless the Insured Person is in Confinement for more than 24 hours; and

- (iii) in the event of the Insured Person obtaining or becoming entitled to a refund of all or part of such fees or charges from any other source, the Company will only be liable for the excess of the amount recoverable from such other source and subject always to the maximum amount stated in the Schedule of Benefits that corresponds to the Plan as stipulated in the Policy Schedule.

Provisions

1. Benefits shall only be payable in respect of Confinement when the relevant Insured Person is under the regular care and attendance of a Physician.
2. Benefits shall be payable from the first day of Confinement for a period not exceeding 750 days in total for all Confinements both in and outside Hong Kong consequent upon any one or all Sicknesses or Injuries together. Confinement outside Hong Kong will be limited to 30 days in any annual period of insurance.
3. Confinement of an Insured Person, commencing while this Policy is in effect with respect to such Insured Person and resulting from causes which are the same as, or related to, the causes of a prior Confinement for which benefit or other indemnity or compensation has been payable under another policy and not separated from such prior Confinement by a period of twelve months or more, shall be considered to be a continuation of the prior Confinement and no Benefits shall be payable in respect thereof under this Policy.
4. Confinement of an Insured Person commencing after this Policy has ceased to be in effect with respect to such Insured Person and resulting from Sickness or Injury which is the same as, or related to, a Sickness or Injury which caused the Confinement of such Insured Person while this Policy was in effect and which is not separated from such earlier Confinement by a period of six months or more shall be considered to be a continuation of the earlier Confinement. Such Confinements shall be considered to have occurred while this Policy is in effect and to have resulted from the same Sickness or Injury for the purpose of determining the period for which the Benefits are payable under this Policy and subject to Provision 7 below the maximum Benefits payable under this Policy.
5. An Insured Person shall not be covered under more than one Hospital Cash Policy issued by the Company. In the event that an Insured Person is covered under more than one such Policy, the Company will consider such Insured Person to be insured under the Policy which provides the greater amount of Benefits instead of aggregating the benefits under all policies. When the Benefits under each such Policy are identical, the Company will consider that person to be insured under the Policy first issued. The Company will refund any duplicated insurance premium payment which may have been made by or on behalf of or in connection with that person.
6. Except as provided in paragraph (iii) of Part 1 of this Policy in relation to the Surgical Allowance and Provision 5 above, Benefits under this Policy shall be payable in addition to any other insurance benefit to which the Insured Person may be entitled.
7. Subject to Provision 2 above, Double Cash Benefit shall be payable only when the relevant Insured Person is in Confinement:
 - (a) in an intensive care unit, or
 - (b) for heart, heart and lung, liver, pancreas, kidney or bone marrow transplant operations, or
 - (c) for suffering from specific infectious diseases, which are malaria, cholera, meningococcal infection, dengue fever, tetanus and SARS.In case of Confinement in (a) above, Double Cash Benefit shall be payable up to 90 days in accumulation for such Confinement. In case of Confinement in (c) above, Double Cash Benefit shall be payable up to 30 days in accumulation for each specific infectious disease. Double Cash Benefit in respect of any one day of Confinement shall not exceed twice the Daily Cash Benefit and in any case shall not exceed 750 days in total for all Confinements in and outside Hong Kong.
8. If the Insured Person is a child, the maximum amount payable (including Daily Cash Benefit, Double Cash Benefit and Surgical Allowance) shall not exceed half the amount of the adult Insured Person.

PART 2 — DEFINITIONS

1. "Policy Schedule" means the Policy Schedule which is attached to and forms part of this Policy.
2. "Insured" means the person in whose name the Policy is issued to and is aged 18 or over but under age of 60 and up to age 65 on renewal.
3. "Insured Person" means those Persons named in the Policy Schedule.
4. "Eligible Family Members" means the legally married spouse of the Insured aged 18 or over but under 60 (and up to age 65 on renewal), and all legally dependent unmarried children, including step-children and legally adopted children of the Insured, who are six months to 21 years of age or to 23 years of age if they are full-time students at a school, college or university.

5. "Daily Cash Benefit" means the Benefit payable for each day of Confinement of an Insured Person for Sickness or Injury covered by this Policy subject to the maximum amount stated in the Schedule of Benefits that corresponds to the Plan as stipulated in the Policy Schedule.
6. "Sickness" means sickness or disease contracted and commenced while the Insured Person whose sickness or disease is the basis of a claim is covered under this Policy, and shall exclude any pre-existing medical conditions as defined in Part 4 of this Policy. Such sickness must result directly and independently of all other causes in Confinement of such Insured Person.
7. "Injury" means accidental bodily injury occurring whilst the Insured Person whose injury is the basis of a claim is covered under this Policy, and such injury is not caused by and does not result from any of the events described in Part 3 of this Policy. Such injury must result directly and independently of all other causes in Confinement of such Insured Person.
8. "Day of Confinement" means each continuous 24-hour period that an Insured Person is confined as a Resident Inpatient in Hospital for a minimum of 24 hours.
9. "Hospital" means a legally constituted establishment operated pursuant to the laws of the country in which it is based and meeting all of the following requirements that it:
 - operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a Resident Inpatient basis;
 - admits Resident Inpatients only under the supervision of Physicians one of whom is available for consultation at all times;
 - maintains organised facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the Confinement of the establishment or in facilities controlled by or available to the establishment;
 - provides full-time nursing service by and under the supervision of staff of Nurses;
 - maintains a legally licensed Physician in residence.

"Hospital" shall not include the following:

 - A mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;
 - A place for the aged; a rest home, a place for drug addicts or alcoholics;
 - A health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, convalescent, rehabilitation, extended-care facility or rest home.
10. "Confinement" means confinement to Hospital as a Resident Inpatient on the advice of and under the regular care and attendance of a Physician.
11. "Resident Inpatient" means an Insured Person whose Hospital Confinement is as a resident bed patient and whose Confinement is necessary for the medical care, diagnosis and treatment of a Sickness or Injury covered by this Policy, and not merely for any form of nursing, convalescence, rehabilitation, rest, extended-care or routine medical check up.
12. "Physician" means a legally licensed physician or surgeon duly registered and practising Western Medicine pursuant to the laws of the country in which such practice is maintained. "Physician" shall not include the Insured Person whose Confinement is the basis of a claim hereunder, or a relative of such Insured Person unless approved by the Company.
13. "Nurse" means a qualified or trainee nurse or general nurse duly registered pursuant to the laws of the country in which he/she is employed.
14. "Congenital anomalies" means medical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six months of birth.
15. "Accident" means bodily injury caused by violent accidental external and visible means.
16. "Hong Kong" means the Hong Kong Special Administrative Region.

PART 3 — GENERAL EXCLUSIONS

This Policy does not cover and no Benefits shall be paid for:

1. Confinement caused by or resulting from:
 - 1.1 (a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or

(b) Any act of terrorism, or

(c) Biological or chemical contamination, missiles, bombs, grenades, explosives due to any act of terrorism.

For the purpose of this insurance: (i) an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear; (ii) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

This insurance also excludes Confinement directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) and/or (c) above.

If the Company alleges that by reason of this exclusion, any Confinement is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 1.2 Nuclear fission, nuclear fusion, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuels or nuclear weapons or nuclear material.
- 1.3 Engaging in duty with fire services or any armed force or disciplined service or disciplinary activities of any country or international authority.
- 1.4 Suicide, self-destruction, self-inflicted injury, or any attempt thereat whether sane or insane.
- 1.5 Engaging in or practising for or taking part in training peculiar to aqualung diving, climbing or mountaineering necessitating the use of ropes or guides, pot-holing, parachuting, hang-gliding, skiing, tobogganing, sledding and ice skating, including ice hockey and any other sports requiring snow or ice for playing, professional sports, motorcycling or racing other than on foot.
- 1.6 Engaging in aviation other than as a fare-paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers.
- 1.7 The Insured Person having more than the legally permitted level of alcohol in the blood whilst driving any kind of vehicle.
- 1.8 The act of any Insured Person contrary to the law of the country in which the Sickness or Injury occurs.
- 1.9 Pregnancy (including childbirth, miscarriage, abortion, infertility or birth control) and complication arising therefrom, and pre-natal or post-natal care.
- 1.10 Routine physical or any other examination including inoculations where there are no objective indications or impairment in normal health.
- 1.11 Diagnostic scanning, X-ray examinations or physical therapy.
- 1.12 Pre-existing Medical Conditions as defined in Part 4 of this Policy.
- 1.13 Congenital anomalies and complications arising therefrom.
- 1.14 Dental and optical treatment. Eye refraction, eye test or fitting of glasses or hearing aids.
- 1.15 Cosmetic and plastic surgery.
- 1.16 AIDS (Acquired Immune Deficiency Syndrome) or other sexually transmitted diseases.
- 1.17 Any insanity, geriatric, psycho-geriatric or psychiatric condition including but not confined to psychoses, neuroses, depression of any kind, anxiety, anorexia nervosa, bulimia, schizophrenia and other behavioral disorder.
- 1.18 Alcoholism, drug-taking not under the directions of a Physician or other drug-addiction inflicted diseases.
- 1.19 Sickness or Injury contracted during any journey taken by an Insured Person which is
 - against the advice of a Physician;
 - for the purpose of or in connection with emigration;
 - for the purpose of or in connection with obtaining or seeking any medical advice or surgical treatment outside Hong Kong;
2. Confinement in an establishment which is not a Hospital as defined herein.
3. Sickness occurs within the first 15 days from the Effective Date of this Policy.

PART 4 — PRE-EXISTING MEDICAL CONDITIONS

Pre-existing medical conditions shall mean:

1. Sickness or Injury which existed before the Effective Date of this Policy in respect of an Insured Person and which presented signs or symptoms of which the Insured Person was aware of or should reasonably have been aware of.
2. Any of the following (but not to the exclusion of all others) and whether or not the Insured Person has any prior knowledge occurring during the period of six months from the Effective Date of this Policy:
 - Tuberculosis
 - Anal fistulae
 - Gall stones
 - Calculii of kidney, urethra or bladder
 - Hypertension or cardio disease or vascular disease
 - Gastric or duodenal ulcer
 - Tumours of skin or muscular tissue, bone tumours or malignancies of blood or bone marrow
 - Diabetes mellitus
3. Any of the following (but not to the exclusion of all others) and whether or not the Insured Person has any prior knowledge occurring during the period of one year from the Effective Date of this Policy:
 - Tumours of internal organs
 - Haemorrhoids
 - Diseased tonsils requiring surgery
 - Pathological abnormalities of nasal septum or turbinates
 - Hyperthyroidism
 - Cataracts
 - Sinus conditions requiring surgery
 - Hallux Valgus

PART 5 — PREMIUM

1. The consideration for this Policy is the payment of Premium when due.
2. Premium is based upon the attained age of the Insured or the Eligible Family Members on the Effective Date of this Policy or any subsequent renewal date.
3. The Company reserves the right to amend Premium in respect of like categories of Insured Persons, such as by age, sex or health conditions for all Hospital Cash Plan Policies issued.
4. Premium as stated in the Policy Schedule as payable monthly shall be paid on the same day of each month. Premium payable annually shall be paid at the inception of the Policy and at each subsequent anniversary date of the Policy upon renewal.

PART 6 — 25% NO CLAIM PREMIUM REFUND

In the event of no claim being made or arising under this Policy for a period of 3 consecutive years, 25% of the Premium received during this period by the Company will be refunded to the Insured without interest.

Further "No Claim Premium Refund" will only be paid in the event of no claim being made or arising under this Policy for a period of another 3 consecutive years from the date of the previous "No Claim Premium Refund".

In the event of a claim being made or arising under this Policy, 25% of the Premium received by the Company for a period of 3 consecutive years from the date of occurrence of the Accident resulting in a claim being made, will be refunded to the Insured provided no claim is made or arises under this Policy for that period of 3 consecutive years.

In the event that the Policy is terminated before the end of a period of 3 consecutive years, no pro rata refund will be allowed.

PART 7 — EFFECTIVE DATE, ADDITIONS AND TERMINATION

Effective Date

This Policy shall become effective and commence on the date specified in the Policy Schedule. However, a 15-day waiting period from the commencement date of the Policy shall apply and no Benefits shall be payable for Sickness which occurs during such waiting period.

Additions

1. If the Insured only is covered hereunder, he or she may include his or her Eligible Family Members by submitting a written application to the Company specifying the name, sex, age and health condition of the person to be insured. The relevant additional premium will be charged to the Insured.
2. If the Insured and his or her Children Eligible Family Members are covered hereunder, any child who subsequently become Eligible Family Members in relation to the Insured shall automatically become Insured Persons at no additional premium charge on the date they become Eligible Family Members. The Insured has to submit a written application to the Company specifying the name, sex, age and health condition of the additional Children Eligible Family Members.

Termination

1. The Insured may terminate this Policy or terminate cover with respect to any Insured Person by notice given in writing to the Company and such termination shall become effective on the day when the next monthly premium is due.
2. The Company may terminate this Policy by giving seven days' notice in writing to the Insured. Such notice shall be delivered to the Insured or sent by letter to the Insured at his/her last known address and shall be deemed to be given on the date on which the notice is delivered or sent by post. The Insured shall be entitled to the return of a proportionate part of the Premium for the unexpired period of cover.
3. This Policy shall terminate upon the death of the Insured. Any Eligible Family Member shall cease to be an Insured Person upon his or her death or upon his or her ceasing to be an Eligible Family Member.
4. Insurance in respect of the Insured Person shall terminate forthwith upon the renewal date following his or her attainment of age 65 years and in respect of an insured dependent unmarried child shall terminate forthwith upon the renewal date following his or her ceasing to be an Eligible Family Member.
5. In the event Premium has been paid for any period beyond the date on which this Policy is terminated or beyond the date on which cover in respect of an Insured Person is terminated, the relevant proportion of the Premium paid shall be refunded to the Insured. In the event Premium has not been paid in full for any period up to such date of termination, the Insured shall be liable to the Company for the payment of such Premium.

PART 8 — RIGHTS OF THIRD PARTIES

- (1) Each party acknowledges that the other party has entered into this Policy on behalf of and for the benefit of itself and its Affiliates and each of the other party's Affiliates shall be entitled to enforce and take the benefit of the terms of this Policy in accordance with the Contracts (Rights of Third Parties) Ordinance (CAP. 623).
- (2) Subject to clause 1, any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP. 623) or any other applicable law to enforce any term of this Policy.

PART 9 — SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations Resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Subject otherwise to the terms, conditions and exceptions of the Policy.

PART 10 — GENERAL POLICY PROVISIONS

Consideration

The Policy is issued in consideration of the declaration contained in the Proposal Form and the Insured's payment of Premium when due.

Geographical Limits

The insurance afforded under this Policy shall apply 24 hours a day to Sickness or Injury wherever contracted or occurring in the world but the Benefits payable in respect of Confinement outside Hong Kong shall be limited to a maximum of 30 days in any one annual period of insurance.

Terms and Conditions

Payment of any Benefits under this Policy is subject to the Terms and Conditions of this Policy.

Non-contribution Clause

This insurance under this Policy is not to be called upon in contribution and is only to pay any Surgical Allowance to the relevant Insured Person if and so far as not recoverable under any other insurance.

Entire Contract: Changes

This Policy, including the Policy Schedule, and the endorsements and amendments thereon, if any, will constitute the entire contract between the parties. No change in this Policy shall be valid unless evidenced by the Company's endorsement or amendment.

Duties of the Insured

The due observance and fulfilment of the Terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be condition precedent to any liability of the Company to make any payment under this Policy.

Right to Return Policy

In the event the Insured is not satisfied with this Policy for any reason, this Policy may be returned to the Company within 15 days after receipt. Any Premium paid to the Company will be refunded. In such event, this Policy shall be deemed to have been void from the commencement date of this Policy and the Company shall not be liable to pay any Benefits.

Other Insurance

No Benefit shall be payable under this Policy if the Insured or the Insured Person(s) is/are covered under other hospital cash policies with the total daily cash benefit of more than HK\$1,400, unless such other hospital cash policies is/are disclosed in the Proposal Form, or if such other hospital cash policies is/are effected after commencement of this Policy, written notice of such other insurance should be given to the Company within three weeks after its/their commencement and the Company confirms in writing that the Policy be continued.

Change of Occupation

This Policy shall cease to be in force if there be any alteration in the business or occupation of the Insured Person(s) which will materially affect the Company's assessment of the risk insured hereunder unless notice in writing is given by the Insured to the Company as soon as reasonably practicable but not later than one month from the date of such change and the Company also by endorsement declares the insurance be continued.

Mis-statement of Age

If the age of an Insured Person has been mis-stated, any Benefit payable under this Policy with respect to such person shall be the Benefit payable less any applicable adjustment in Premium calculated from the Effective Date of the Policy.

In the event that the age of an Insured Person has been mis-stated and the cover provided by this Policy would not have become effective, or would have ceased prior to the acceptance of any Premium, then the liability of the Company during the period the Insured Person is not eligible for cover shall be limited to the refund of the Premium, if any, that has been paid in respect of such Insured Person.

Misrepresentation and Fraud

The information and declaration made by the Insured in the Proposal Form has formed the basis of this Policy. Any misrepresentation or untrue information will void this Policy from its inception. Any fraudulent act concerning any claim shall entitle the Company to repudiate liability under this Policy.

Notice of Claim

It is a condition precedent to the Company's liability that written notice of claim must be given to the Company by or on behalf of the Insured within 14 days after the commencement of Confinement.

Failure to give notice in the time prescribed shall not invalidate a claim if it can be shown to the Company's satisfaction that notice had been provided as soon as is reasonably practicable, and in any event within 60 days from the date of commencement of such Confinement. Notice given by or on behalf of the Insured to the Company with information sufficient to identify the Insured Person shall be deemed valid notice.

Claim Forms

The Company, upon receiving a notice of claim, will furnish to the Insured such forms as it usually provides for filing proof of claim. Medical reports and all proof of loss as required by the Company shall be furnished at the expense of the Insured and shall be in such form and of such nature as the Company may prescribe. It is a condition precedent to the Company's liability that the Insured and/or the Insured Person shall render all necessary co-operations in assisting the Company to obtain from other party(ies) medical history or claims records of the Insured Person.

The Company shall in the event of the death of the Insured Person in respect of whom a claim is made be entitled to have a post-mortem examination at its own expense where it is not prohibited by law.

Proof of Claim

It is a condition precedent to the Company's liability that written proof in support of a claim must be furnished to the Company by or on behalf of the Insured within 30 days from the receipt of the claim form provided by the Company as above. Failure to furnish such proof within the time required shall not invalidate any claim if it was not reasonably possible to give proof within such time, provided that such proof is furnished as soon as is reasonably possible, and in no event later than 180 days from the time such proof is otherwise required.

Physical Examination

The Company at its own expense shall have the right and opportunity to examine the Insured and/or Insured Person in respect of whom a claim is made when and so often as it may reasonably require pending the outcome of a claim under this Policy.

Payment of Benefits and Allowance

Benefits and Allowance payable under this Policy shall be paid to the Insured or such otherwise as directed in writing by the Insured.

In the absence of any such written direction, accrued benefits unpaid at the time of the Insured Person's death shall be paid to the estate of the Insured Person. Any receipt which the Insured, or any third party to whom the Insured has directed that payment be made, may give to the Company for any Benefit and Allowance paid under this Policy in respect of any one period of Confinement, covered under this Policy shall be deemed a final and complete discharge of all liability of the Company in respect of such period of Confinement. Benefits and Allowance under this Policy will be paid upon termination of the relevant period of Confinement.

Currency

Premium, Benefits and Allowance payable under this Policy shall be paid in currency of Hong Kong.

Interest

No Benefits and Allowance payable under this Policy shall carry interest.

Unpaid Premium

Upon the payment of a claim under this Policy, an unpaid Premium may be deducted by the Company from such claim payment.

Renewal

The Insured shall before any renewal of the Policy give notice to the Company of any Sickness or Injury or physical or mental defect or infirmity affecting the Insured Person of which he/she has known or should have become aware of. The Company reserves the final right not to accept any renewal in respect of any Insured/Insured Person.

Reinstatement

If this Policy is terminated for any reason, acceptance and approval of a subsequent Proposal Form by the Company shall be subject to the

exclusive terms and conditions of the new policy afresh.

Prohibition on Trust or Assignments

This Policy is not assignable and the Insured warrants that this Policy is not subject to a trust and will not be made subject to a lien or charge and that this Policy will be kept in the Insured's possession throughout the period of insurance.

Governing Law and Jurisdiction

This Policy and all rights obligations and liabilities arising hereunder shall be construed and determined and enforced in accordance with Hong Kong laws.

Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

本保單中文譯本與英文保單如有任何歧異，概以英文本為準。

請注意：為保障閣下權益，請細閱此保單及於此所載的規定、不保事項及條件。請同時詳細閱讀隨函附上之保單文件上所載的各項資料、陳述與細節均屬真實無訛及完整，此等資料將會成為閣下與 昆士蘭保險（香港）有限公司所簽署合約的依據。若保單或保單文件內容並非正確或如閣下所願，請立即退回，以便修改或取消，否則，即表示閣下同意接受以下保單條款及規定的約束。

鑑於投保人已代表受保人申請此份保險，並已支付或同意支付所訂的保費，作為履行此保單所須支付的款項， 昆士蘭保險（香港）有限公司（下稱本公司）同意提供此保險。

本公司同意，基於此保單的條款及條件，於受保期內按此保單及保單附表所述範圍及形式所承保的風險向受保人提供保障。

條款及條件

第一節 — 每日住院現金保障及手術費津貼

保障額表

保障項目及承保範圍	計劃 A	計劃 B
	每位受保人之最高賠償額 * (HK\$)	每位受保人之最高賠償額 * (HK\$)
每日住院現金保障	600	1,200
雙倍現金保障 (詳情可參閱保單條款及條件 第一節條文7)	1,200	2,400
手術費津貼	20,000	40,000

* 註：每位兒童的保障額為成年人保障額之一半

重要：所有受保人（包括合資格家庭成員），必須為香港特別行政區居民。

如受保人因疾病或受傷入院，而住院時間開始於此保單之保險生效期內，本公司將向受保人提供每日住院現金保障。

除每日住院現金保障外，於此所載之手術費津貼亦可以實報實銷形式支付，其定義包括受保人因受傷或疾病或任何住院，而由醫院合格外科醫生進行手術的醫療費、醫生費、外科手術費、麻醉師費及手術室費，惟不包括病房、膳食及任何非醫療費用，此外並需符合下列情況：

- (i) 最高賠償額不得超過載於保障額表按保單附表所列選計劃的所列的數額。如接受手術的受保人為兒童，最高賠償額不得超逾成年受保人所得數額的一半；
- (ii) 除非受保人住院超過24小時，否則，任何手術均不能獲得手術費津貼；及
- (iii) 若受保人從其他來源取得或有權獲得所有或部份有關費用的賠償，本公司只負責該賠償來源以外的不足數額，並且不得超過載於保障額表按保單附表所列選計劃的所列的最高賠償額。

條文

1. 有關受保人須獲得醫生的定期護理及照顧，方可獲得住院保障。
2. 在香港境內及境外，因任何疾病或受傷，均可獲得由住院首日起計合共不超過**750**日的住院現金保障；至於在香港境外住院，則每個保險年度只可獲得最長**30**日的住院現金保障。
3. 於此保單生效期內，受保人因相同或涉及前次住院原因而入院，而前次住院已在其他保單下獲得賠償，同時兩次住院相距時間亦不超過**12**個月或以上，則此次住院將被視為前次住院的延續，而不會按此保單獲得賠償。
4. 於此保單失效後，受保人因相同於或涉及引致前次住院的疾病或受傷而入院，而兩次住院相距時間不超過**6**個月或以上，則此次住院將被視為前次住院的延續。為決定按此保單可索取賠償的期間，該住院將被視為於此保單生效時發生，及因相同的疾病或受傷而住院，須按下列條文**7**的最高賠償額處理。
5. 受保人不可接受多於一份由本公司提供的住院保障計劃。若有此情況，本公司只視受保人受保於提供較大保障的保單，而不會將所有保單的保障綜合計算。如各保單所提供的保障相同，本公司只視受保人受保於首份簽訂的保單。本公司將退回該受保人或其代表所重複繳付的保費。
6. 除於此保單第一節第(iii)段有關手術費津貼及上述條文**5**所註明外，按此保單的賠償將連同受保人其他有權索取的賠償一併支付。
7. 在上述條文所註明下雙倍現金保障將會就有關受保人因以下情況住院而支付：
 - (a) 入住深切治療病房，或
 - (b) 接受心臟、心肺、肝、胰、腎或骨髓移植手術，或
 - (c) 感染指定傳染病即瘧疾、霍亂、腦膜炎、登革熱、破傷風及非典型肺炎。如因以上第(a)段之情況下住院，最長可享有雙倍現金保障合共達**90**日；如因以上第(c)段之情況下住院，就每種指定之傳染病最長可享有雙倍現金保障達**30**日。每日住院之雙倍現金保障不可超過每日住院現金保障的兩倍；及在任何情況下在香港境內外獲得之雙倍現金保障合共均不可超過**750**日。
8. 如受保人為兒童，最高賠償額（包括每日住院現金保障、雙倍現金保障及手術費津貼）不得超逾成年受保人保障之一半。

第二節 — 定義

1. 「保單附表」指附於此保單的附表，並為此保單的一部份。
2. 「投保人」指保單以其名義發出而年屆**18**至**60**歲的人士，續保可至**65**歲。
3. 「受保人」指在保單附表上所註明的人士。
4. 「合資格家庭成員」指投保人年屆**18**至**60**歲（續保可至**65**歲）的合法配偶，以及所有年齡在**6**個月至**21**歲或**23**歲及以下並就讀全日制中學、學院或大學的未婚受養子女，包括繼兒及合法領養子女。
5. 「每日住院現金保障」指受保人因疾病或受傷，而按此保單每日獲得的住院保障，惟不可超過載於保障額表按保單附表所列選計劃的所列的最高賠償額。
6. 「疾病」指受保人所感染的疾病，而該疾病為可就此保單索償的基準，惟不包括此保單第四節所列之受保前已存在的病狀。該疾病必須直接而單獨地導致該受保人入住醫院。
7. 「受傷」指受保人意外受傷，而該受傷為可就此保單索償的基準，惟不可因保單第三節所列之任何事項而引致。該受傷必須直接而單獨地導致該受保人入住醫院。

8. 「住院日」指受保人須連續入住醫院**24**小時為一日，而受保人須被確認為住院病人及入院至少**24**小時。
9. 「醫院」指依據所在地法律合法成立及運作的組織，並符合以下要求：
- 主要以住院病人形式接待、治療及護理不適、患病或受傷的人士；
 - 只在可隨時向其諮詢的醫生監管下始能接納住院病人入院；
 - 為有關人士提供系統化的醫療設施以進行醫療診斷和護理，並在醫院範圍或醫院可使用或控制的設施下提供進行大型手術的設施（如適用）；
 - 在護理人員的監督下提供全日護理服務；
 - 維持一名合法註冊的駐院醫生。
- 「醫院」的含義並不包括：
- 精神護理機構，泛指為精神病者包括弱智人士提供護理的機構、醫院精神病部門；
 - 老人院、療養院、戒毒或戒酒治療所；
 - 保健或天然療養診所、護理或療養院、醫院特為戒毒或戒酒而設的部門，或護理、療養、復康、特別護理或靜養所。
10. 「住院」指在醫生建議及定期護理下作為住院病人而入住醫院。
11. 「住院病人」指受保人因疾病或受傷而需住院，在住院期間佔用病床，並需就本保單承保範圍下接受是次醫療、診斷或治療，而不僅是為任何形式的護理、療養、康復、休養、特別護理或例行身體檢查。
12. 「醫生」指按所在地法律適當註冊及執業的合法西醫，惟並不包括其住院為索償基準的受保人本人及該受保人的親屬，除非本公司已予批准而受僱。
13. 「護士」指按所在地法律適當註冊而受僱的合格護士、受訓護士或一般護士。
14. 「先天性殘疾」指在出生時已存在的殘疾，以及於出生後**6**個月內所衍生的先天性殘疾。
15. 「意外」指由暴力外在可見及意外事件引致之身體受傷。
16. 「香港」指香港特別行政區。

第三節 — 一般不受保事項

此保單不會承保下列情況及支付賠償：

1. 因以下事項而住院：
 - 1.1 (a) 戰爭、侵略、外敵行為、敵對或戰爭行動（無論有否宣戰）、內戰、叛變、革命、起義、民變（其規模或程度與暴動相若）、兵變或篡權；或
 - (b) 任何恐怖主義活動；或
 - (c) 因為任何恐怖主義活動而產生之生物或化學污染、導彈、炸彈、手榴彈、爆炸品。

就此保險而言，(i)恐怖主義活動意指由任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以之作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及/或令公眾人士或其任何部份感到惶恐；(ii)「污染」指由於化學及/或生物物質的影響而導致的污染、毒害或防礙及/或限制物品的使用。

此保險亦排除為了控制、阻止、鎮壓，或以任何方式與上述第(a)、(b)及/或(c)段有關所採取的行動，而直接或間接導致、引起，或與之有關的任何住院。

倘若本公司聲稱基於此除外責任而不保障任何住院，反證其屬於保障範圍時則須由投保人負責。

倘若此批註的任何部份被證實為失效或無法履行，其餘部份仍須保持全面生效及有效。

- 1.2 核子分裂、核子聚合、由核燃料或核能燃料或核武物料爆發而引致的核廢料所造成的離子輻射或污染。
- 1.3 為任何國家或國際機關從事消防、任何武裝或紀律服務，或紀律活動。
- 1.4 不論是否在神智清醒下，作出或企圖作出自殺、自毀身體及自我傷害身體之行為。
- 1.5 從事或參與或訓練以下活動：水肺潛水、攀石、爬山（需要使用繩索或指南針）、地殼探堪、跳降傘、懸掛滑翔、滑雪、滑橇、雪車、溜冰，包括冰上曲棍球及其他需要雪或冰進行的運動、專業運動、乘坐電單車、步行或跑步以外方式進行的比賽。
- 1.6 參加空中飛行，非以乘客身份購票乘搭由正式持牌作定期運輸的航空或包機公司所提供及經營的飛機。
- 1.7 受保人於駕駛任何車輛時血液內之酒精含量超出法律規定。
- 1.8 受保人因違反所在國家的法律而導致疾病或受傷。
- 1.9 懷孕（包括分娩、流產、墮胎、不育或避孕）以及由此引起的併發症，以及產前或產後護理。
- 1.10 因例行檢查或任何其他檢驗包括疫苗注射而住院，而在健康上並無顯示不適的情況。
- 1.11 因斷症掃描、X光化驗或作物理治療程序而住院。
- 1.12 於此保單第四節所述投保前已存在的病狀。
- 1.13 先天性殘疾及由此引起的併發症。
- 1.14 牙科及眼科治療。眼睛折射能力、視力測驗或配眼鏡或助聽器。
- 1.15 美容及整形手術。
- 1.16 愛滋病或其他性傳染疾病。
- 1.17 精神病、老人科病、老人心理或老人精神病，包括但不限於精神變態、神經官能症、抑鬱症、焦慮、厭食症、飢餓症、精神分裂及其他行為失常。
- 1.18 酗酒、未遵醫生指引濫用藥物或其他因吸毒而引致的疾病。
- 1.19 受保人因以下情況於任何旅程中發生的疾病或受傷：
 - 不依醫生指示；
 - 移民或與移民有關為目的；
 - 為於香港境外接受任何醫療意見或手術或與此有關為目的。
2. 並非入住如上述所註明的醫院。
3. 此保單生效後首15日內發生的疾病。

第四節 一 受保前已存在的病狀

受保前已存在的病狀乃指：

1. 此保單生效日期前受保人已存在的疾病或受傷，而受保人已知悉其存在的疾病或受傷或理應知悉其出現的癥狀。
2. 於此保單生效日期起6個月內發生的任何以下疾病（但不排除其他疾病），而無論受保人預先知悉與否：
 - 肺結核

- 肛門腺管疾病
 - 膽結石
 - 腎、尿道或膀胱結石
 - 高血壓或心臟疾病或血管疾病
 - 胃潰瘍或十二指腸潰瘍
 - 皮膚或肌肉組織腫塊、骨腫瘤或血液或骨髓惡性癌症
 - 糖尿病
3. 於此保單生效日期起1年內發生的任何以下疾病（但不排除其他疾病），而無論受保人預先知悉與否：
- 內部器官腫瘤
 - 痔瘡
 - 需要施手術的扁桃腺發炎
 - 病理學上不尋常的鼻腔或鼻骨疾病
 - 甲狀腺功能亢進
 - 白內障
 - 需要施手術的鼻竇疾病
 - 腳趾外翻

第五節 — 保費

1. 此保單的約因為到期時應繳付的保費。
2. 保費乃按投保人或其合資格家庭成員於此保單生效日期，或任何其後續保日期的年齡計算。
3. 本公司保留就受保人之類別，例如年齡、性別或健康狀況而更改所有住院現金保障計劃保費的權利。
4. 保費需按保單附表上所列繳付，月繳保費需按月於相同日期繳交。年繳之保費需在保單開始時及於其後每個保單續保日繳交。

第六節 — 25%無索償紀錄保費退款

如投保人連續3年並無就此保單要求索償，投保人將可獲本公司退回於此期間內所繳付保費的25%，但並不計算利息。

而下一期的「無索償紀錄保費退款」，只可於前一次「無索償紀錄 保費退款」日後另一個連續3年的期間內無就此保單要求索償時發出。

在依此保單索償時，如於意外發生日前連續3年的期間內投保人並無索償紀錄，本公司將向投保人退回於此3年期間內所繳付保費的25%。

若於連續3年的期間完結前終止保單，本公司將不會按比例退款。

第七節 — 生效日期、增補及終止

生效日期

此保單於保單附表所列的日期開始生效。然而，生效日期後15日內為保單等候期，於此等候期間所發生的疾病將不能獲得賠償。

增補

1. 如僅有投保人在受保之列，投保人可向本公司提交書面申請，加入其合資格家庭成員。申請書上須註明擬受保人的姓名、性別、年齡及健康狀況。有關額外保費將向投保人收取。
2. 如投保人及其合資格之子女家庭成員已在受保之列，任何其後成為投保人合資格家庭成員的子女，均自動成為受保人，而毋須於成為合法家庭成員之日期支付額外保費。但投保人須向本公司提交書面申請，並在申請書上註明新增合資格之子女家庭成員的姓名、性別、年齡及健康狀況。

終止

1. 投保人可以書面通知本公司終止此保單，或終止對任何受保人的保障，該終止將於下一個月保費到期日生效。
2. 本公司可向投保人以書面發出7日通知以終止此保單。該通知將送出或郵寄至投保人最後通知地址。通知日期由送出或郵寄信件當日起計算，投保人有權要求按比例獲退回尚未屆滿受保期的保費。
3. 此保單將於投保人身故後終止。任何合資格家庭成員亦於其身故，或其終止成為合資格家庭成員後終止作為受保人。
4. 有關保險將於受保人年屆65歲後之續保日期終止，就受保人之未婚受養子女，有關保險亦於其終止為合資格家庭成員後之續保日期終止。
5. 若投保人所繳付的保費超出此保單終止日期或超出此保單對受保人提供保障之日期，有關的保費將按比例退還予投保人。若於保單終止日期前仍有任何未繳清的保費，投保人須向本公司繳付有關保費。

第八節 — 第三者權利

- (1) 雙方均承認對方是代表自身及其關聯公司的利益而簽訂本保單，而每方的關聯公司按照《合約（第三者權利）條例》(第623章) 有權強制執行並就本保單下的條款而得益。
- (2) 受第一條所限制，任何人不是本保單之合約方於《合約（第三者權利）條例》(第623章) 或其他適用的法律下無權強制執行本保單的任何條款。

第九節 — 制裁限制及不保事項條款

保險公司(再保險公司)不得提供承保及支付任何賠款或提供任何利益予，根據聯合國決議有關制裁、禁令或限制之國家，或經歐盟、英國或美國所作貿易或經濟制裁、法律或規範之國家。

除此以外受本保單的有關詳盡條款、規定及不保事項約束。

第十節 — 一般保單條文

約因

此保單乃基於投保申請書所列之聲明以及投保人所繳付之保費而簽訂。

地域限制

此保單可就受保人於全球各地發生的疾病或受傷，提供全日24小時的保障，惟在香港境外住院，只可於每個保險年度獲得長達30日的賠償。

條款及條件

此保單的任何賠償須符合此保單之條款及條件所規定。

毋須分攤條款

此保單所提供的保障並不會以分攤形式支付，而只會在有關受保人並未能從其他保單獲得全數賠償之下，賠償不足之手術津貼。

完整合約：更改

此保單，包括保單附表、批註和修訂（如有），將構成雙方之間的完整合約。除獲本公司批註或修訂本為證，否則此保單上任何更改均屬無效。

投保人責任

若此保單的條款涉及任何投保人須予進行或遵守的事項，均須予以適當遵循及完成，此為本公司按此保單支付任何款項的先決條件。

退回保單權利

投保人如基於任何理由不滿此保單，可於收到保單後15日內退回本公司。任何支付予本公司的保費將予退回。在此情況下，此保單將視為由保險開始日起無效，而本公司亦毋須負責任何賠償。

其他保險

如投保人/受保人受保於其他住院現金保障計劃及其每日住院現金總和多於HK\$1,400，將不能就此保單的條款獲得保障；除非投保人/受保人已在投保申請書內披露已受保於其他住院現金保障計劃；或該其他住院現金保障計劃於此保單開始後始生效，而投保人/受保人於該計劃生效日期起三週內以書面通知本公司及接獲本公司的書面確認，此保單始繼續有效。

更改職業

如受保人（等）之業務或職業有任何轉變，致對本公司就受保之風險評估受重大影響，除非投保人於盡量合理可行並不遲於該轉變發生起計一個月內，以書面通知本公司並獲本公司以批註單聲明保險可以繼續，否則本保險將停止生效。

年齡失實

如受保人所報年齡失實，任何按此保單給予該受保人的賠償，須扣除由保單生效日期起適用的保費調整數額。

若受保人的年齡失實以致本保單的保障未能生效，或於接受任何保費前已終止生效，則本公司對受保人之責任，僅限於退回該不符合受保條件期間所付之保費（如有）。

失實陳述或欺詐

投保人於投保申請書所提供的資料及聲明將視為此保單的基準。任何失實陳述或資料將促使此保單自生效日起失效。有關索償如存有任何欺詐行為，本公司有權拒絕此保單的賠償責任。

索償通知

本公司承擔賠償責任的先決條件，在於投保人或其代表必須於受保人入住醫院之日起計**14日**內給予本公司書面索償通知。

若未能在上述期限內給予通知，惟能在本公司表示滿意下證明已在合理可行的情況內盡快給予通知，並在住院之日起計**60日**內給予通知，則不會促使有關索償失效。由投保人或其代表向本公司提交之通知必需載有足夠資料以識別受保人身份方為有效。

索償表格

本公司於收到索償通知後，將向投保人發出慣常用以蒐集索償證明的表格。投保人須承擔向本公司提交所需的醫療報告及所有證明的費用，並須按本公司所述的形式及性質提呈有關文件。投保人及/或受保人需提供所有必須的合作以協助本公司從他人獲取受保人之病歷或索償紀錄，此乃本公司承擔賠償責任的先決條件。

如因受保人身故而提出索償，本公司有權自費進行法律許可的驗屍手續。

索償證明

本公司承擔賠償責任的先決條件，乃投保人或其代表收到由本公司提供如上述的索償表格後**30日**內，提交書面索償證明。如因合理及可能發生的事宜而導致未能於指定時間內提出證明，將不會促使任何索償失效，惟有關證明須於合理時間內及不得遲過要求該證明起計**180日**內提交。

身體檢驗

在此保單下，本公司有權及可以自費要求申請索償的投保人及/或受保人，於等待索償結果的合理時間內接受身體檢查。

賠償及津貼

此保單的賠償及津貼只可支付予投保人或由投保人另以書面指定的人士。

若並無書面指示，在受保人身故時，所有未支付的累積賠償，將撥作受保人的遺產。任何由投保人或其指定賠償的第三者就任何住院所收訖賠償及津貼後簽訂的收據，均被視為本公司在這段住院期間最終和完全履行所有法律責任。在此保單下的賠償及津貼將於住院期終止時支付。

貨幣

此保單的保費、賠償及津貼概以香港的貨幣支付。

利息

此保單下任何賠償及津貼均不帶利息。

未繳保費

在此保單作出賠償時，任何未繳保費將由本公司於該賠償款項中扣除。

續保

投保人須於保單續期前通知本公司其已知或理應知悉會影響受保人的任何疾病或受傷、或身體或精神缺陷或身體虛弱。本公司保留是否接受任何投保人/受保人續保之最終決定權。

恢復保障

如此保單基於任何原因而終止，本公司得按新保單上的獨有條款及條件，以接納及批核其後的投保申請書。

信託或轉讓之禁制

此保單不可轉讓，同時投保人保證此保單並不隸屬於任何信託，亦不涉及任何留置權或押記。此保單將於受保期間由投保人擁有。

監管法律及司法管轄權

此保單及其中之所有權利及責任乃依據香港法律釐訂及執行，並按之作出詮釋。

仲裁

此保單內的所有歧異之處，須按不時修訂的仲裁條例以仲裁方式解決。若各方不同意仲裁人所作出的選擇，該選擇須轉介予香港國際仲裁中心主席。於此明確規定此乃本保單中一項凌駕於任何行動及控訴的條件，即應先取得仲裁決定。如本公司就任何索償向投保人否認責任，而該索償並非於該否認日期起十二個曆月內轉介予仲裁人，則無論任何情況下該索償均被視為已被放棄，及以後不可作出追討。

