



保柏靈活配自願醫保計劃  
**Bupa MyFlexi VHIS Plan**

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認可產品之保單及  
保障資料  
**Policy and Benefit  
Information for the  
Certified Plan**

自願醫保認可產品 (編號: F00029)  
VHIS Certified Plan (No. F00029)

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## 目錄

### 條款及細則

第一部分 保險條文及保單 .....	1
第二部分 一般條件 .....	2
第三部分 保費條文 .....	5
第四部分 續保條文 .....	6
第五部分 索償條文 .....	7
第六部分 保障條文 .....	8
第七部分 一般不保事項 .....	10
第八部分 釋義 .....	11
補充文件 .....	14
保障表 .....	24

## 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：**保柏靈活配自願醫保計劃**

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** 於冷靜期內直接收到該要求。冷靜期為緊接下列文件 **交付予保單持有人或保單持有人的** 指定代表之日起計的二十一(21)日的期間 -
  - (i) 本 **條款及保障** 和 **保單資料頁**；或
  - (ii) 冷靜期通知書；以較早者為準。為免生疑問，**交付本條款及保障和保單資料頁** 或冷靜期通知書當天並不包括在計算的二十一(21)日的期間內。然而，若第二十一(21)日當天並非工作天，則冷靜期將包括隨後的工作天的一天在內；及
- (b) 若曾獲賠償或將獲得賠償，則不獲發還保費。

上述取消的權利並不適用於 **續保**。

行使此項取消的權利時，**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**或任何其他其後就相關申請（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(30)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**或任何其他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

由本公司的情決定並經批准後，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。

### 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**六十(60)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；
- (c) 當受保人改變居住地：  
續保本條款及保障時，本公司有權因受保人的居住地改變重新核保本條款及保障，前提是 -
  - (i) 在本條款及保障生效前，本公司進行核保時已考慮受保人的居住地；
  - (ii) 在遞交投保申請文件時，本公司已通知保單持有人，續保本條款及保障時需就居住地的改變重新核保；
  - (iii) 本公司需有相關的核保指引，當中明確地表明居住地的改變將如何影響核保結果，並備妥以供保單持有人查詢；
  - (iv) 本公司重新核保時僅可考慮上述改變（即受保人的居住地改變的因素）；及
  - (v) 重新核保的結果，對保單持有人及受保人而言，可以是有利或不利。

就本(c)段而言，本公司有責任要求保單持有人在續保時通知本公司，受保人的居住地是否有別於上一個續保日（或保單生效日，如屬首次續保）。保單持有人在收到要求後，有責任通知本公司相關改變。

本公司及保單持有人均確認 -

- (d) 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
- (e) 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(l) 節的精神科治療及 **補充文件** 第一 I 部分（如適用）外，本 **條款及保障** 內所有保障均全球適用。

有關 **補充文件** 第一 I 部分（如適用）的地域範圍限制並不適用於在 **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

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(a) 至 (l) 節及/或 **補充文件** 第一 III 部分第 2 節（如適用）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** **補充文件** 第一 I 部分（如適用）內的保障必須受本 **條款及保障** **補充文件** 一及 **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** 第六部分第 3(a) 至 (l) 節及 **補充文件** 第一 III 部分第 2 節內所有保障均不設 **醫院** 病房級別選擇的限制。

本 **條款及保障** **補充文件** 第一 I 部分（如適用）內的保障必須受本 **條款及保障** **補充文件** 第一 I 部分及第 IV 部分列明的病房級別選擇限制所規限。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。

### 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** 或 **訂明非手術癌症治療**，**補充文件** 第一 III 部分第 2(c) 或 (d) 節分別所述的 **急症意外門診保障** 或 **日症病人** 洗腎；

本公司將按本第六部分第 3 節及 **補充文件** 第一 III 部分第 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。本保障需按本第六部分第 5 節及**保障表**列明的**共同保險**作出賠償。

**(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**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** 後一(1)年內接受的必要 **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頰面手術的費用，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. 除受保於 **補充文件** 第三部分第 2(e)節 **住院** 或指定治療後由 **註冊中醫師** 提供之診症或針灸的保障外，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 -  
**補充文件一**及**補充文件二**
- 「**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**」 是指保柏（亞洲）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**。  
**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**。
- 「**交付**」 是指於第二部分第2(a)節所述以下列任何方式將本**條款及保障**及**保單資料頁**或冷靜期通知書交付予**保單持有人**或其指定代表：  
(a) 由專人交付；  
(b) 以郵遞方式（包括掛號郵遞方式）；或  
(c) 電子方式。  
不論以何種方式交付，**本公司**有責任就交付的行為及交付的時間備存充分的證據作證明。
- 「**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 <b>不適</b> 及 <b>受傷</b> 的 <b>住院病人</b> 提供 <b>醫療服務</b> ，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 <b>註冊醫生</b> 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、寧養或舒緩護理中心、復康中心、護老院或同類機構。
「受傷」	是指完全因 <b>意外</b> 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 <b>住院</b> 中的 <b>受保人</b> 。
「保險業監管局」	是指按《 <b>保險業條例</b> 》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《 <b>保險業條例</b> 》。
「受保人」	是指本 <b>條款及保障</b> 所保障，並在 <b>保單資料頁</b> 中列為「 <b>受保人</b> 」的人士。
「深切治療部」	是指 <b>醫院</b> 內專為 <b>住院病人</b> 提供深切醫療及護理服務而設的部門。
「終身保障限額」	是指 <b>本公司</b> 由本 <b>條款及保障</b> 生效起向 <b>保單持有人</b> 累計支付的最高賠償限額，不論 <b>保障表</b> 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 <b>保單年度</b> 的賠償是否已經達到 <b>每年保障限額</b> 。
「醫療服務」	是指就診斷或治療 <b>受保人</b> 的 <b>傷病</b> 所提供的 <b>醫療所需</b> 服務，包括按情況所需的 <b>住院</b> 、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 <b>傷病</b> 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 <b>註冊醫生</b> 的專業知識或轉介； (b) 符合該 <b>傷病</b> 的診斷及治療所需； (c) 按良好而審慎的醫學標準及主診 <b>註冊醫生</b> 審慎的專業判斷提供，而非主要為對 <b>受保人</b> 、其家庭成員、照顧人員或主診 <b>註冊醫生</b> 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 <b>註冊醫生</b> 審慎的專業判斷，以最適當的水平向 <b>受保人</b> 安全及有效地提供。
	就本 <b>條款及保障</b> 的釋義而言，在不抵觸上述一般條件下，符合 <b>醫療所需</b> 條件的 <b>住院</b> 情況包括但不限於以下例子 -  (i) <b>受保人</b> 因 <b>急症</b> 需要在 <b>醫院</b> 接受緊急治療； (ii) 手術是在全身麻醉下進行； (iii) <b>醫院</b> 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 <b>日症病人</b> 的方式進行； (iv) <b>受保人</b> 同時發生的傷病屬明顯嚴重； (v) 主診 <b>註冊醫生</b> 考慮到 <b>受保人</b> 的個人情況下，經過審慎的專業判斷及考慮 <b>受保人</b> 安全後，所需的醫療服務應在 <b>醫院</b> 內進行； (vi) 經過主診 <b>註冊醫生</b> 審慎的專業判斷， <b>住院</b> 時間對 <b>受保人</b> 接受的醫療服務是合適的；及/或 (vii) 如屬 <b>註冊醫生</b> 認為需要的診斷程序或專職醫療服務，經該 <b>註冊醫生</b> 審慎的專業判斷及考慮 <b>受保人</b> 安全後，所需治療程序或服務應在 <b>醫院</b> 內進行。
	在上文(v)至(vii)的情況下，主診 <b>註冊醫生</b> 行使審慎的專業判斷時，應該考慮該 <b>住院</b> 是否 -  (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 <b>受保人</b> 、其家庭成員、照顧人員或主診 <b>註冊醫生</b> 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 <b>年齡</b> 未滿十八 (18) 歲的人士。
「居住地」	是指某人士在法律上擁有居留權的司法管轄區。 <b>居住地</b> 變更包括該人士獲得新增司法管轄區的居留權或停止擁有現有司法管轄區的居留權。上述關於 <b>居住地</b> 解釋僅適用於本 <b>條款及保障</b> 。為免存疑，某人士若對該司法管轄區只有法律上的入境許可，而非居留權（例如留學、工作或旅遊），該司法管轄區並不可被視為該人士的 <b>居住地</b> 。
「保單」	是指由 <b>本公司</b> 承保及簽發的本保單，並作為 <b>保單持有人</b> 與 <b>本公司</b> 之間就本 <b>認可產品</b> 的合約，當中包括但不限於本 <b>條款及細則</b> 、 <b>保障表</b> 、 <b>投保申請文件</b> 、聲明、 <b>保單資料頁</b> 及任何附於本保單的 <b>補充文件</b> （如適用）。當本 <b>保單</b> 包含有本 <b>認可產品</b> 以外的條款及保障，該等條款及保障亦將被視作本 <b>保單</b> 的一部分。
「保單生效日」	是指本 <b>條款及保障</b> 的起始日，即 <b>保單資料頁</b> 內載明的「 <b>保單生效日</b> 」。
「保單持有人」	是指在法律上擁有本 <b>保單</b> ，並於 <b>保單資料頁</b> 內列為「 <b>保單持有人</b> 」的人士。
「保單簽發日」	是指首次簽發本 <b>條款及保障</b> 的日期。
「保單資料頁」	是指本 <b>條款及保障</b> 的附表，當中載有 <b>保單</b> 細節、 <b>保單生效日</b> 、 <b>續保日</b> 、 <b>保單持有人</b> 及 <b>受保人</b> 的姓名及個人資料，以及本 <b>條款及保障</b> 所適用的保障、保費及其他細節。
「保單年度」	是指本 <b>條款及保障</b> 的生效期限。首個 <b>保單年度</b> 是指由 <b>保單生效日</b> 起一(1)年內，直至首個 <b>續保日</b> 前一日為止（包括首尾兩日）的期限。至於在繼後的 <b>保單年度</b> ，則由每個 <b>續保日</b> 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 <b>自願醫保</b> 下經 <b>政府</b> 認可為 <b>認可產品</b> 的 <b>保單</b> 。

「投保前已有病症」	是指 <b>受保人</b> 於 <b>保單簽發日</b> 或 <b>保單生效日</b> （以較早日期為準）前已存在的任何 <b>不適</b> 、 <b>疾病</b> 、 <b>受傷</b> 、生理、心理或醫療狀況或機能退化，包括 <b>先天性疾病</b> 。在以下情況發生時，一般審慎人士理應已可察覺到 <b>投保前已有病症</b> -  (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 <b>本公司</b> 因承受 <b>受保人</b> 的額外風險向 <b>保單持有人</b> 收取 <b>標準保費</b> 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 <b>醫療服務</b> 的收費而言，對情況類似的人士（例如同性別及相近 <b>年齡</b> ），就類似 <b>傷病</b> 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。 <b>合理及慣常</b> 的收費水平由 <b>本公司</b> 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。  <b>本公司</b> 必須參照以下資料（如適用）以釐定 <b>合理及慣常</b> 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) <b>政府</b> 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 <b>香港</b> 境外的司法管轄區內由 <b>本公司</b> 絕對真誠及合理地認為具有同等效力的團體註冊；及 (b) 在 <b>香港</b> 或 <b>香港</b> 境外的司法管轄區，經當地法例許可提供相關 <b>醫療服務</b> 。  下列人士在任何情況下均不得包括在內 - <b>受保人</b> 、 <b>保單持有人</b> 、保險中介人、或 <b>保單持有人</b> 及/或 <b>受保人</b> 的僱主、僱員、直系親屬或業務夥伴（除非事先經 <b>本公司</b> 的書面批准）。若該醫生未能按 <b>香港</b> 法例或在 <b>香港</b> 以外的司法管轄區具有同等效力的團體註冊（由 <b>本公司</b> 絕對真誠及合理地決定）， <b>本公司</b> 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 <b>條款及保障</b> 不曾中斷地繼續承保。
「續保日」	是指 <b>續保</b> 的生效日期。首個 <b>續保日</b> 必須訂明於 <b>保單資料頁</b> 上（並不可遲於 <b>保單生效日</b> 的首個週年日），至於繼後的 <b>續保日</b> 則為首個 <b>續保日</b> 的週年日。有關 <b>續保日</b> 將在第四部分第3節所述的 <b>續保</b> 通知中列明。
「手術表」	是指附於本 <b>保障表</b> 的手術列表，表內的手術或治療程序按其複雜程度分類。 <b>政府</b> 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 <b>受保人</b> 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 <b>自願醫保</b> 最低產品規格要求的保險計劃。 <b>政府</b> 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 <b>標準計劃</b> 的條款及細則和保障表。 <b>政府</b> 將定期審視其內容，並不時公布有關修訂。 ( <a href="https://www.vhis.gov.hk/doc/tc/information_centre/c_standard_plan_template.pdf">https://www.vhis.gov.hk/doc/tc/information_centre/c_standard_plan_template.pdf</a> )
「標準保費」	是指 <b>本公司</b> 向 <b>保單持有人</b> 就本 <b>認可產品</b> 的保障所收取的基本保費，適用於所有 <b>同一類別保單</b> 。保費可按 <b>受保人</b> 的 <b>年齡</b> 、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 <b>保單</b> 的條款及保障作出增刪、修改或取替的文件。 <b>補充文件</b> 包括但不限於附加於本 <b>保單</b> 並一併簽發的批注、附加契約、附錄或附表。
「條款及保障」	是指經 <b>政府</b> 認可後，本 <b>認可產品</b> 的 <b>條款及細則</b> ，以及 <b>保障表</b> （包括 <b>手術表</b> ）和相關的 <b>補充文件</b> 。
「條款及細則」	是指本 <b>認可產品</b> 的第一至第八部分。

**補充文件一**  
**保柏靈活配自願醫保計劃**  
(本文件旨在補充 **條款及保障** 第六部分保障條文)

## 第 I 部分 升級保障條文

### 1. 一般條文

本第 I 部分之升級保障屬於自選提升保障項目。本第 I 部分所述的保障只適用於 **保單資料頁** 及 **保障表** 標示有升級保障的 **保單持有人**。為免存疑，升級保障並不適用於本 **補充文件一** 第 III 部分額外保障。

### 2. 全數賠償保障

- (a) 在合乎下述第2(c)節所列明的規定下，符合 **條款及保障** 第六部分第3(a) - (j)節所述的保障條件之費用，將於本第2節的全數賠償保障獲得賠償，並以 **保障表** 所註明的賠償限額為上限。
- (b) 如在以下情況，本第2節的全數賠償保障將不作賠償；任何 **合資格費用** 將於 **條款及保障** 第六部分第3(a) - (j)節的保障獲得賠償，並以 **保障表** 所註明的相應賠償限額為上限 -
- (i) 未能完全地符合本第2節所列明的要求；
  - (ii) 該 **保單年度** 的索償已達至本第2節的全數賠償保障在 **保障表** 所註明的最高賠償限額；或
  - (iii) 符合下述第2(d)節所列明的情況。
- (c) 本第2節的全數賠償保障只會符合下列所述的所有情況下方可獲得賠償 -
- (i) **受保人** 必須於 **保柏靈活配特選醫院** 接受 **住院** 或於 **保柏尚健特選服務供應商** 接受 **日間手術**、**訂明非手術癌症治療** 或 **訂明診斷成像檢測**；
  - (ii) 於接受 **保柏尚健特選專科醫生** (皮膚科、家庭醫學科、婦科、眼科、骨科、耳鼻喉科、小兒外科、兒科及精神科除外) 會診前，**受保人** 必須取得 **註冊醫生** 的書面轉介；
  - (iii) 就 **住院**、**日間手術**、**訂明非手術癌症治療** 及 **訂明診斷成像檢測**，必須由 **保柏尚健特選專科醫生** 轉介、主診及/或治療；
  - (iv) **受保人** 必須遵守本 **補充文件一** 第 II 部分第3節所規定的初步保障審核程序；
  - (v) **受保人** 於 **保柏靈活配特選醫院** 或 **保柏尚健特選服務供應商** (醫院內的門診部除外) 登記時必須出示 **保柏尚健卡** 及/或初步保障審核確認/ 付款保證信；
  - (vi) **受保人** **住院** 時必須入住 **保單資料頁** 及 **保障表** 所註明的指定病房級別或較其低級的病房級別；及
  - (vii) 本第2節下的全數賠償保障只限賠償於 **香港** 招致的 **合資格費用**。
- (d) 當 **合資格費用** 根據本第 2 節全數賠償保障可獲的賠償金額較根據 **條款及保障** 第六部分第 3(a) - (j)節可獲的賠償金額較低時，**本公司** 將支付較高的可賠償金額(即於 **條款及保障** 第六部分第 3(a) - (j)節賠償有關 **合資格費用**)。就上述情況而言，**本公司** 將根據收到有關索償申請當日，在本 **條款及保障** 於該 **保單年度** 已支付的保障金額作索償評估。如 **本公司** 於同日收到兩(2)宗或以上的索償申請，**本公司** 將按照治療日期或 **住院** 入院日期的順序進行評估。

### 3. 附加醫療保障

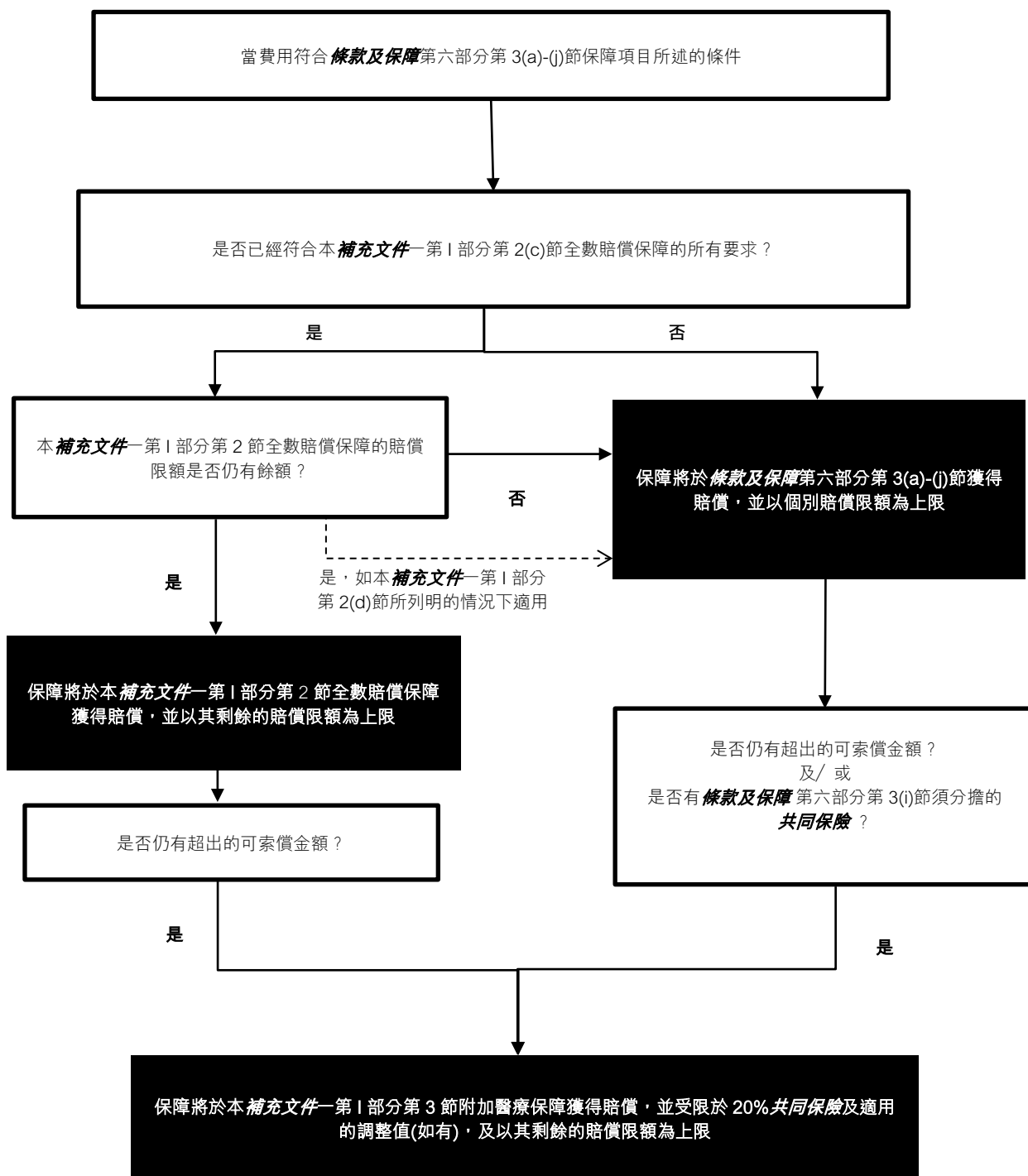
- (a) 按百分之二十(20%) **共同保險** 的規定並以 **保障表** 所註明的附加醫療保障的賠償限額為限，本保障將賠償以下的費用 -
- (i) 超出按 **條款及保障** 第六部分第 3(a) - (j)節或本 **補充文件一** 第 I 部分第 2 節可獲賠償的 **合資格費用**；及
  - (ii) 按 **條款及保障** 第六部分第 3(i)節 **受保人** 須分擔的任何 **共同保險**。
- (b) 如 **受保人** 於 **住院** 時入住的病房級別高於 **保單資料頁** 及 **保障表** 所註明的指定病房級別，本第 3 節可獲的保障賠償將進一步 (按分擔百分之二十(20%) **共同保險** 的規定之後) 乘以下列的調整值作出調整 -

<u>指定的病房級別</u>	<u>實際住院病房級別</u>	<u>調整值</u>
半私家房	標準私家房	百分之五十(50%)
大房	半私家房	百分之五十(50%)
大房	標準私家房	百分之二十五(25%)
大房 / 半私家房 / 標準私家房	高於 標準私家房 包括總統套房、貴賓房或豪華房	百分之零(0%)

- (c) 若 **受保人** 因為以下原因 **住院** 時入住較高級別的病房，本第 3 節附加醫療保障可獲的賠償保障將不受上述第 3(b)節的調整值所限 -
- (i) 在接受 **急症治療** 的情況下 **醫院** 指定病房級別或較之為低的病房級別床位短缺；
  - (ii) 需要 **住院** 隔離導致需要入住特定級別的病房；或
  - (iii) 任何其他不涉及 **受保人** 個人對 **住院** 病房級別偏好的原因。
- (d) 本第 3 節附加醫療保障只會賠償於 **香港** 招致的 **合資格費用**，若於 **香港** 以外由於 **急症** 情況而直接引致並由 **註冊醫生** 簽署證明的 **住院** 或治療則除外。



4. 升級保障賠償次序的圖解  
 本**補充文件**一第1部分升級保障的賠償次序以下述圖解表示以供方便參考 -



## 第 II 部分 全數賠償保障下的初步保障審核及信用額服務條文

### 1. 一般條文

**補充文件一**第 1 部分第 2 節所述的全數賠償保障及本 **補充文件一**第 II 部分所述的信用額服務只適用於 **保單資料頁**及 **保障表**上標示有升級保障的 **保單持有人**。

### 2. 保柏尚健卡

- (a) **本公司** 將會向持有本 **補充文件一**第 1 部分所述之升級保障的 **受保人**簽發一張 **保柏尚健卡**。根據本第 II 部分第 3 節所列的初步保障審核程序規定，**受保人**可使用 **保柏尚健卡** 支付於 **香港**的 **保柏尚健特選服務供應商** 進行，並按本 **補充文件一**第 1 部分升級保障可獲賠償的 **合資格費用**（在 **醫院**內的門診部接受的治療除外）。
- (b) 若 **本公司** 已支付任何 **差額**，**保單持有人**須按 **本公司**的合理要求立即向 **本公司**全數償還該 **差額**。

### 3. 初步保障審核程序

- (a) 合資格獲本 **補充文件一**第 1 部分第 2 節所述的全數賠償保障及使用本 **補充文件一**第 II 部第 2 節所述 **保柏尚健卡** 的信用額服務均須受本第 3 節的初步保障審核程序及條款規定。
- (b) 就所有於 **保柏靈活配特選醫院**內接受的 **住院**個案，**保單持有人**、**受保人**、**受保人**的授權代表及/ 或 **保柏尚健特選專科醫生**須於 **住院**前最少一(1)個工作日向 **本公司**提交初步保障審核表格以作批核。**本公司**將發出初步保障審核確認/ 付款保證信，以建議保障範圍及保障權益，並於信內列明該治療的信用額以提供信用額服務。**本公司**將負責確保 **保柏尚健特選專科醫生**在填寫初步保障審核表格時，了解所需提供的資料。
- (c) 就所有於 **保柏尚健特選服務供應商** 接受的 **日間手術**、**訂明非手術癌症治療**及 **訂明診斷成像檢測**，**保單持有人**、**受保人**、**受保人**的授權代表及/ 或 **保柏尚健特選專科醫生**須於檢測、治療或手術前最少一(1)個工作日向 **本公司**提交初步保障審核表格以作批核。**本公司**將發出初步保障審核確認信，以建議保障範圍及保障權益。**本公司**將負責確保 **保柏尚健特選專科醫生**在填寫初步保障審核表格時，了解所需提供的資料。
- (d) 若因 **急症**情況而未能於接受相關 **醫療服務**前取得初步保障審核，或 **本公司**於支援時間（可於會員指引內查閱）外未能處理初步保障審核的要求，**保單持有人**、**受保人**、**受保人**的授權代表及/ 或 **保柏尚健特選專科醫生**須於 **受保人**接受檢測、治療或手術後緊接的下個工作日向 **本公司**補辦的初步保障審核程序。**本公司**將負責確保 **保柏尚健特選專科醫生**在填寫初步保障審核表格時，了解所需提供的資料。
- (e) 在任何情況下，如未有申請初步保障審核，或在申請後相關初步保障審核被拒，本 **補充文件一**第 1 部分第 2 節的全數賠償保障將不會獲得賠償。**合資格費用**將於 **條款及保障** 第六部分第 3(a) - (j)節的保障獲得賠償，並以 **保障表**所註明的相應賠償限額為上限。
- (f) 除了上述本 **補充文件一**第 II 部分第 3(d)節的例外情況外，如初步保障審核確認/ 付款保證信中所批核的項目有任何更改，**保單持有人**、**受保人**、**受保人**的授權代表及/ 或 **保柏尚健特選專科醫生**須於檢測、治療或手術前最少一(1)個工作日向 **本公司**作出通知以事先獲得書面接納有關更改。在任何情況下，如未有申請更改初步保障審核，或在申請更改後相關初步保障審核更改被拒，本 **補充文件一**第 1 部分第 2 節的全數賠償保障將不會獲得賠償。**合資格費用**將於 **條款及保障**第六部分第 3(a) - (j)節的保障獲得賠償，並以 **保障表**所註明的相應賠償限額為上限。  
儘管有上述規定，如 **本公司**拒絕更改初步保障審核的要求，**受保人**可選擇使用 **本公司**先前發出的初步保障審核確認信，接受其已經批核及合資格的治療以獲得根據 **補充文件一**第 1 部分第 2 節全數賠償保障。
- (g) **本公司**根據本第 II 部分所發出的初步保障審核確認/ 付款保證信，不應被視為 **本公司**同意支付初步保障審核確認/ 付款保證信上所列的全數金額。**保單持有人**可獲的任何賠償，將根據本 **保單**的條款及細則而定。

## 第 III 部分 額外保障條文

### 1. 一般條文

**本公司**將根據本第 III 部分以下第 2 節所列明的保障項目賠償 **合理及慣常**的 **合資格費用**或其他費用。任何根據本 **補充文件一**第 III 部分所賠償的費用將以 **保障表**所註明的保障限額為上限，可獲賠償的金額不得超過實際招致的費用。

### 2. 額外保障範圍

#### (a) 私家看護費

本保障將賠償 **受保人**於 **住院**期間（在 **醫院**提供的一般護理服務之上）或 **受保人**離開 **醫院**後緊接其後的一百八十(180)日內於住所居住期間，由 **保單持有人**或 **受保人**聘請 **合資格護士**提供護理服務而招致的 **合資格費用**。所接受的護理服務必須由主診 **註冊醫生**以書面形式建議，並且必須與需要 **住院**的病況（包括其任何及所有併發症）直接相關。不論同日有多少名 **合資格護士**受聘或提供多少個輪班時段，本保障將會以按日形式賠償，並以 **保障表**註明的每日最高賠償限額及每 **保單年度**最高日數為限。

#### (b) 陪床費

若根據 **條款及保障**第六部分第 3(a)節或第 3(e)節獲得病房及膳食或深切治療的保障賠償，在 **受保人**需要 **住院**的情況下，本保障將賠償一(1)張陪床的費用。為免存疑，本保障僅涵蓋陪床的費用，並不包括任何膳食費用。

#### (c) 急症意外門診保障

若 **受保人**因 **意外**或 **急症**情況而 **受傷**，並以門診方式於 **醫院**門診部或急症室接受 **急症治療**，則可獲本保障賠償。發生 **意外**或 **急症**情況與接受治療的時間不應相差超過四十八(48)小時。

本保障將賠償 **受保人**所招致的下列費用 -

- (i) **註冊醫生**的診症費用；

- (ii) 由**註冊醫生**處方、並且在門診治療期間及治療後最多四(4)週內服用的西藥；
  - (iii) 化驗檢查及其報告；
  - (iv) 診斷成像服務，包括超聲波及 X 光以及其分析；及
  - (v) 其他醫療相關費用，涵蓋敷藥及靜脈注射（包括注射液）的費用。
- 為免存疑，本保障僅賠償並無導致**住院**或**日間手術**所需的門診或**急症治療**之**合資格費用**。在任何情況下，若本保障下的**合資格費用**亦受保於**條款及保障**第六部分第 3 節，則本保障不會賠償相關的**合資格費用**。

- (d) **日症病人洗腎**  
本保障將賠償**受保人**因患有慢性及不可復原的腎功能衰竭，獲主診**註冊醫生**以書面形式建議在為**日症病人**提供**醫療服務**的設備下，接受血液或腹膜透析所招致的**合資格費用**。
- (e) **住院或指定治療後由註冊中醫師提供之診症或針灸**  
倘若**受保人**需要**住院**或接受指定治療，並且按**條款及保障**第六部分第 3(a)、(f)或(j)節或本**補充文件**—第 III 部分第 2(d)節須予以賠償的情況下，則本保障將賠償**註冊中醫師**就所需要**住院**或接受指定治療的病況（包括其所有併發症）直接相關並引致的治療所收取的費用。本保障將賠償**受保人**所招致的下列費用 -
- (i) **註冊中醫師**的診症費；
  - (ii) 由**註冊中醫師**進行針灸的費用；及
  - (iii) 在上述第 2(e)(i)節**註冊中醫師**診症時處方並於診症當日由合法來源取得之**中藥**的費用。

#### 第 IV 部分 釋義

本**補充文件**—中使用的字詞及表述必須按照以下所述解釋 -

- 「**保柏尚健卡**」 是指**本公司**向**保單資料頁**及**保障表**標示有升級保障之合資格**受保人**繕發的醫療卡，而其使用須受本**補充文件**—第 II 部分第 2 及 3 節所列明之條款所限。
- 「**保柏尚健特選服務供應商**」 是指由**本公司**委任，並與**本公司**訂立信用額服務安排的**保柏靈活配特選醫院**及其他**醫院**、**註冊醫生**、物理治療師、診斷中心、癌症中心、糖尿病中心、日間手術中心及醫療服務供應商，向本**保單**之**受保人**提供服務，並由**本公司**承擔支付相關服務費用。服務供應商名單可於**保柏尚健特選醫院及專科醫生目錄**查閱。
- 「**保柏尚健特選專科醫生**」 是指**本公司**委任的**專科醫生**，有關之醫生名稱、專科、地址、電話號碼和診症時間列明於**保柏尚健特選醫院及專科醫生目錄**內。
- 「**保柏尚健特選醫院及專科醫生目錄**」 是指**本公司**批核初步保障審核當日列載由**本公司**委任之**保柏尚健特選服務供應商**和**保柏尚健特選專科醫生**資料的目錄，此目錄由**本公司**以電子版提供並不時進行更新及修訂。最新的目錄可於**本公司**的客戶服務網站 myBupa 查閱。
- 「**保柏靈活配特選醫院**」 是指由**本公司**委任的**香港醫院**，提供本**補充文件**—第 I 部分第 2 節的全數賠償保障。**本公司**會不時修訂**保柏靈活配特選醫院**的名單，最新的名單可於**本公司**網站查閱 (<http://www.bupa.com.hk/tc/medical-insurance/myflexi/>)。
- 「**中藥**」 是指在香港中醫藥管理委員會轄下中藥組根據香港法例第 549 章《中醫藥條例》或任何其他提供中醫治療的地方的同等法定機構合法註冊的中藥。
- 「**合資格護士**」 是指符合以下資格的護士 -
- (a) 具有正式資格並已按香港法例第 164 章《護士註冊條例》在香港護士管理局註冊，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**或向**受保人**提供治療或服務的**香港**境外司法管轄區，經當地法例許可提供相關護理治療或服務，
- 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**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）。若該護士並未具有正式資格或未能按**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。
- 「**註冊中醫師**」 是指符合以下資格的中醫師 -
- (a) 具有正式資格並已按香港法例第 549 章《中醫藥條例》在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**或向**受保人**提供治療或服務的**香港**境外司法管轄區，經當地法例許可提供相關中醫治療或服務，
- 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**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）。若該醫師並未具有正式資格或未能按**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，以決定該醫師是否仍被視為符合資格及已註冊。
- 「**半私家房**」 是指於**香港的醫院**列為半私家房或二等房的房間，或於**香港**以外地方由不多於三(3)名人士共用但不包括任何**標準私家房**或以上的**醫院**病房。
- 「**差額**」 是指任何不屬於本**條款及保障**保障範圍內或已超出保障限額的費用。
- 「**標準私家房**」 是指於**醫院**列為單人、私人或頭等房的房間，附有私人浴室，但不設有任何廚房、飯廳或客廳。
- 「**大房**」 是指於一間低於**半私家房**級別的房間，包括於**醫院**列為大房或標準房的房間。

**補充文件二**  
**保柏靈活配自願醫保計劃**  
(本文件旨在補充 **條款及保障** 第三部分保費條文)

**折扣條文**

**1. 一般條文**

- (a) 本 **補充文件二** 所述的折扣將會優先扣除，而本 **補充文件二** 未提及的任何其他折扣（如有）會隨後計算。如本 **補充文件二** 所述的折扣多於一(1)項同時適用，其所有折扣將會合併計算並沒有使用的優先次序。
- (b) 根據 **條款及保障** 第六部分第 3(a) - (l) 節及 **補充文件一** 第 III 部分第 2 節支付的 **標準保費** 及 **附加保費**（如有）應付的任何保費徵費，將於扣除本 **補充文件二** 的所有折扣後計算。

**2. 無索償續保折扣**

- (a) 於任何 **續保日**，一項無索償續保折扣將適用於扣減由 **續保日** 開始的 **保單年度** 應支付的保費，惟須於以下任何一個緊接 **續保日** 前的無索償期間內 **本公司** 並沒有就 **條款及保障** 支付任何賠償 -

無索償期間	無索償續保折扣比率
連續兩(2)個或三(3)個 <b>保單年度</b>	百分之五(5%)
連續四(4)個或五(5)個 <b>保單年度</b>	百分之十(10%)
連續六(6)個或以上 <b>保單年度</b>	百分之十五(15%)

- (b) 無索償續保折扣將相等於由 **續保日** 開始的 **保單年度** 按 **條款及保障** 第六部分第 3(a) - (l) 節及 **補充文件一** 第 III 部分第 2 節應支付的 **標準保費** 及 **附加保費**（如有）乘以上第 2(a) 節所述的任何一(1)個無索償續保折扣比率。
- (c) 就計算以上第 2(a) 節所述的無索償期間而言，**本公司** 將以招致任何 **合資格費用** 的日期來評定該 **保單年度** 內是否已經支付任何賠償。
- (d) 如已經獲得無索償續保折扣後，**本公司** 於上述第 2(a) 節所述的無索償期間內如已經支付任何賠償，**本公司** 將會就支付有關賠償後的所有 **保單年度**，重新計算無索償續保折扣。在 **本公司** 的合理要求下，**保單持有人** 須向 **本公司** 交還已經扣減的無償續保折扣及實際合資格的無償續保折扣之差額。

**3. 子女折扣**

- (a) 於 **保單生效日** 及任何 **續保日**，一項子女折扣將適用於扣減由 **保單生效日** 及相應 **續保日** 開始的 **保單年度** 應支付的保費，惟須符合以下條件：
- (i) **受保人** 須於 **保單生效日** 或相應 **續保日** 年齡未滿十八(18) 歲；及
- (ii) 符合以下第 3(b) 節的任何一項要求。
- (b) 子女折扣將相等於由 **保單生效日** 或相應 **續保日** 開始的 **保單年度** 按 **條款及保障** 第六部分第 3(a) - (l) 節及 **補充文件一** 第 III 部分第 2 節應支付的 **標準保費** 及 **附加保費**（如有）乘以以下第 3(c) 節所述的任何一(1)個子女折扣比率。

要求	子女折扣比率
<b>受保人</b> 父母其中一(1)人於 <b>保單生效日</b> 或 <b>續保日</b> (以較後者為準) 亦個別地受保於本 <b>認可產品</b> 的另外一(1) 張保單	百分之二十五(25%)
<b>受保人</b> 父母二(2)人於 <b>保單生效日</b> 或 <b>續保日</b> (以較後者為準) 亦個別地受保於本 <b>認可產品</b> 的另外兩(2) 張保單	百分之三十五(35%)

- (c) 如已經獲得子女折扣後，但其後發現未能滿足以上第 3(b) 節所述的父母人數數目要求，**本公司** 將會按照以上第 3(b) 節的要求重新計算相關 **保單年度** 的子女折扣。在 **本公司** 的合理要求下，**保單持有人** 須向 **本公司** 交還已經扣減的子女折扣及重新計算實際合資格的子女折扣之差額。
- (d) 就本第 3 節而言，**本公司** 將承認 **保單持有人** 的同居伴侶為 **年齡** 未滿十八(18) 歲 **受保人** 的父母。同居伴侶指民事結合的伴侶或與 **保單持有人** 共同生活，並保持持續、忠誠以及唯一的關係的人士（不論同性或異性），而期間 **保單持有人** 或該人士並沒有和其他人士成婚或結合。

**補充文件**  
**保柏靈活配自願醫保計劃**

**增值稅和商品及服務稅納入為合資格費用**

本**補充文件**將附加於本**條款及保障**並構成其一部分。除另行釋義外，在本**條款及保障**和在本**補充文件**中所使用的字詞及表述，具有相同的涵意。

本**補充文件**將由2022年1月1日起生效（「**生效日期**」）。

由**生效日期**開始，以下條款及細則將應用於**條款及保障**：

1. 本**補充文件**的條款及細則將適用於在**生效日期**當日或之後所招致的**合資格費用**，**合資格費用**將包括就**傷病**所需的**醫療服務**而徵收的**增值稅和商品及服務稅**（如有）。
2. 就本**條款及保障**第七部分第13節而言，任何已退還予**保單持有人**或**受保人**（視情況而定）的**增值稅和商品及服務稅**將根據該第13節不受保障，並不得根據本**條款及保障**獲得支付。

**釋義**

**增值稅和商品及服務稅**

是指增值稅、商品和服務稅或其他性質類似的稅項、關稅或徵費，有關費用由相關稅務或類似機構，或政府部門就**傷病**所需的**醫療服務**而招致的費用收取或徵收。

**保柏靈活配自願醫保計劃**  
**補充文件 - 分層保障**  
(不適用於保柏靈活配自願醫保計劃 (基本))

本**補充文件**僅適用於就指定健康狀況進行<<核保/重新核保>>的結果作出分層保障的**保單**。

1. 就「指定健康狀況」文件中列出的所有指定健康狀況引致的**合資格費用**或其他費用，將按下附<<計劃名稱>><<計劃級別>><<編號>>的保障表內所列出的賠償限額作出賠償，以取代**條款及保障**的**保障表**。
2. 在**合資格費用**或其他費用同時涉及指定健康狀況及非指定健康狀況但未能明確分攤費用的情況下，則有關費用全數將不受本**補充文件**的分層保障安排所限。
3. 所有根據本**補充文件** - 分層保障可獲得賠償的**合資格費用**或其他費用，將計入**條款及保障**的**保障表**內列明的相關**保單年度**之**每年保障限額**及個別賠償限額。

請參閱隨附的保障表。

為免存疑，「指定健康狀況」文件中列出的所有指定健康狀況可獲之賠償，將不會低於根據**條款及保障**第四部分第 1 節不時適用的**標準計劃條款及保障**所計算的賠償限額。

指定健康狀況可獲之賠償將按以下<<計劃名稱>>><<計劃級別>><<編號>>的保障表賠償 -  
<<附有<<計劃名稱>>的保障表>>

## 保柏靈活配自願醫保計劃

### 補充文件 - 分層保障

(不適用於保柏靈活配自願醫保計劃(基本)、保柏靈活配自願醫保計劃(智選)及保柏靈活配自願醫保計劃(尊尚))

本**補充文件**僅適用於就指定健康狀況進行<<核保/重新核保>>的結果作出分層保障的**保單**。

1. 就「指定健康狀況」文件中列出的所有指定健康狀況引致的**合資格費用**或其他費用 -
  - (a) <<條款及保障第六部分第 3(a)至(j) 節及**補充文件**一第 III 部分第 2(a)至(e) 節應付的保障，將按下附<<計劃名稱>><<計劃級別>><<編號>>的保障表內所列出的賠償限額作出賠償，以取代**條款及保障**的**保障表**；>>
  - (b) **補充文件**一第 I 部分第 2 節應付的全數賠償保障將不會獲得賠償；及
  - (c) <<**補充文件**一第 I 部分第 3 節應付的附加醫療保障將作出調整，所適用的每**保單年度**的賠償限額將乘以<<百分之 xx(xx%)>>。>>
2. 在**合資格費用**或其他費用同時涉及指定健康狀況及非指定健康狀況但未能明確分攤費用的情況下，則有關費用全數將不受本**補充文件**的分層保障安排所限。
3. 所有根據本**補充文件** - 分層保障可獲得賠償的**合資格費用**或其他費用，將計入**條款及保障**的**保障表**內列明的相關**保單年度**之**每年保障限額**及個別賠償限額。

請參閱隨附的保障表。

為免存疑，「指定健康狀況」文件中列出的所有指定健康狀況可獲之賠償，將不會低於根據**條款及保障**第四部分第 1 節不時適用的**標準計劃條款及保障**所計算的賠償限額。



指定健康狀況可獲之賠償將按以下的保障表賠償 -

<<附有<<計劃名稱>>的指定保障表>>

保柏靈活配自願醫保計劃（基本）

自願醫保認可產品編號: F00029-01-000-03

保障表

1 基本保障		
	保障項目 <sup>(1)</sup>	賠償限額 (港元)
a	病房及膳食	每日 \$920 (每保單年度最多 270 日)
b	雜項開支	每保單年度 \$16,300
c	主診醫生巡房費	每日 \$840 (每保單年度最多 270 日)
d	專科醫生費 <sup>(2)</sup>	每保單年度 \$4,560
e	深切治療	每日 \$3,650 (每保單年度最多 25 日)
f	外科醫生費	每項手術：按手術表劃分的手術分類 - • 複雜 \$58,000 • 大型 \$31,300 • 中型 \$13,400 • 小型 \$6,100
g	麻醉科醫生費	每項手術：按手術表劃分的手術分類 - • 複雜 \$20,300 • 大型 \$11,000 • 中型 \$4,700 • 小型 \$2,560
h	手術室費	每項手術：按手術表劃分的手術分類 - • 複雜 \$20,300 • 大型 \$11,000 • 中型 \$4,700 • 小型 \$2,560
i	訂明診斷成像檢測 <sup>(2)(3)</sup>	每保單年度 \$20,000 (設 30% 共同保險)
j	訂明非手術癌症治療 <sup>(4)</sup>	每保單年度 \$83,000
k	入院前或出院後 7 日間手術前後的門診護理 <sup>(2)</sup>	每保單年度 \$3,160 • 2 次住院/日間手術前的門診/急症診症 • 所有出院/日間手術後 90 日內之跟進門診
l	精神科治療	每保單年度 \$30,000
2 額外保障		
	保障項目 <sup>(1)</sup>	賠償限額 (港元)
a	私家看護費 <sup>(2)</sup>	每日 \$390 (每保單年度最多 120 日)
b	陪床費	每日 \$450 (每保單年度最多 270 日)
c	急症意外門診保障	每保單年度 \$6,600
d	日症病人洗腎 <sup>(2)</sup>	每保單年度 \$83,000
e	住院或指定治療後由註冊中醫師提供之診症或針灸	每次 \$225 (每保單年度最多 20 次)
其他限額		
	1) 基本保障及 2) 額外保障下所有保障項目的每年保障限額	無
	1) 基本保障及 2) 額外保障下所有保障項目的終身保障限額	無

註解

- 同一項目的合資格費用不可獲上述表中多於一(1)個保障項目的賠償。
- 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。
- 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。
- 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	
<b>腹部及消化系統</b>		
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
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
	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
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
	開放式或腹腔鏡式切除肝病變組織	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
胰臟	開放式或腹腔鏡式肝楔形切除術	大型
	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
腹部	胰臟十二指腸切除術 (惠普爾手術)	複雜
	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	
<b>腦部及中樞神經系統</b>		
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

程序 / 手術	分類
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	小型
腰椎穿刺或小腦延髓池穿刺手術	大型
脊髓或脊神經根減壓術	中型
頸交感神經切除術	大型
胸腔鏡或腰交感神經切除術	複雜
脊髓管內硬膜內或硬膜外的腫瘤切除術	複雜
<b>心血管系統</b>	
心臟	中型
心臟導管插入	複雜
冠狀動脈分流手術	複雜
心臟移植	中型
心臟起搏器置入	小型
心包穿刺術	大型
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	複雜
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	複雜
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
<b>內分泌系統</b>	
腎上腺	大型
腹腔鏡式或腹膜後腔鏡式單側腎上腺切除術	複雜
腹腔鏡式或腹膜後腔鏡式兩側腎上腺切除術	複雜
松果腺	複雜
腦下垂體	複雜
腦下垂體腫瘤切除術	小型
甲狀腺	大型
幼針抽吸甲狀腺活組織檢查連或不連影像導引	大型
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	中型
甲狀舌管囊腫切除術	中型
<b>耳鼻喉 / 呼吸系統</b>	
耳	大型
耳道閉鎖 / 耳道狹窄的耳道成形術	小型
耳前囊腫 / 耳前竇切除術	小型
耳廓血腫引流 / 裝鈕 / 切除術	中型
耳道成形術	小型
(耳科) 異物清除術	大型
切開鼓室進行中耳腫瘤切除術	小型
鼓膜切開術連或不連導管插入	大型
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	複雜
耳蝸手術及 / 或人工耳蝸植入	大型
內淋巴囊手術 / 內淋巴囊減壓術	中型
圓窗或卵圓窗瘻管修補術	大型
鼓室交感神經切除術	中型
前庭神經切除術	小型
鼻、口及咽喉	小型
上頷竇穿刺及沖洗術	小型
鼻粘膜燒灼術 / 鼻竇控制	小型
鼻骨折閉合復位術	中型
口竇瘻管閉合術	中型
淚囊鼻腔造口術	小型
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	中型
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	大型
延伸性額竇內窺鏡手術連經中隔的額竇切開術	中型
額竇切開術或篩竇切除術	大型
額竇切除術	大型
功能性鼻竇內窺鏡手術	複雜
兩側功能性鼻竇內窺鏡手術	中型
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	小型
竇腔鏡連或不連活體組織檢查	中型
鼻中隔成形術連或不連黏膜下層切除術	中型

程序 / 手術	分類
鼻中隔黏膜下層切除術	中型
鼻甲切除術 / 粘膜炎鼻甲切除術	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
下頷唾液腺清除術	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	
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
氣管食道穿孔術進行語音復建	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
部分皮膚層眼瞼重建術	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
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

程序 / 手術	分類
虹膜炭頓術及虹膜牽張術	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
<b>女性生殖系統</b>	
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 <sup>^</sup>	
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
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
<sup>^</sup> 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

程序 / 手術		分類
	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
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
<b>血液淋巴系統</b>		
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
	頸淋巴結切開活體組織檢查 / 幼針抽吸淋巴結活體組織檢查	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
<b>男性生殖系統</b>		
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 <sup>^</sup>	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
	精索靜脈曲張切除術 (顯微外科)	大型
	<sup>^</sup> 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
<b>肌肉骨骼系統</b>		
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	中型
	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

程序 / 手術	分類
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
膝關節 / 髖關節融合術	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
髖關節 / 膝關節 / 手腕關節 / 肘關節切除術	大型
髖關節 / 膝關節切除術連局部釋放抗生素	複雜
顛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
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	
顛顎 / 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線固定治療	大型
手臂 / 腿骨 / 髖骨 / 盤骨骨折閉合復位術連內固定術	大型
頸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
頸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
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
前脊柱融合術連儀器設置	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 / 環一樞椎 後脊椎融合術	大型
(除胸 / 頸胸 / 胸腰 / T5 至 L1 / 環一樞椎以外的) 後脊椎融合術	複雜
後脊椎融合術連儀器設置	複雜



程序 / 手術		分類
其他	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
	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	
<b>皮膚及乳房</b>		
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	
<b>泌尿系統</b>		
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	
<b>牙科</b>		
	任何因意外受傷而進行的牙科手術	小型

**(1 February 2022 Edition)**

**Table of Content**

**Terms and Conditions**

Part 1 Insuring Clause and The Policy.....	32
Part 2 General Conditions.....	33
Part 3 Premium Provisions.....	36
Part 4 Renewal Provisions .....	37
Part 5 Claim Provisions.....	39
Part 6 Benefit Provisions .....	40
Part 7 General Exclusions .....	43
Part 8 Definitions.....	44
Supplement .....	48
Benefit Schedule .....	59

## 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 -	Bupa MyFlexi VHIS 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 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 directly by the Company within the cooling-off period. The cooling-off period is the period of twenty-one (21) days immediately following the day of the Delivery to the Policy Holder or the nominated representative of the Policy Holder, of -
  - (i) these Terms and Benefits and the Policy Schedule; or
  - (ii) the cooling-off notice;whichever is the earlier. For the avoidance of doubt, the day of Delivery of these Terms and Benefits and the Policy Schedule or the cooling-off notice is not included for the calculation of the twenty-one (21) days period. However, if the last day of the twenty-one (21) days period is not a working day, the period shall include the next working day; and
- (b) no refund can be made if a benefit payment has been made, is to be made or impending.

The above cancellation right shall not apply at Renewal.

To exercise this cancellation 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 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 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 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 (30) 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 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 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; or
- (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.

**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 sixty (60) 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;
- (c) Where there is change in the Place of Residence of the Insured Person  
At Renewal, the Company shall have the right to re-underwrite these Terms and Benefits due to a change in the Place of Residence of the Insured Person provided that –



- (i) The Company has taken into account the Place of Residence of the Insured Person in underwriting these Terms and Benefits before its inception;
- (ii) The Company has specifically informed the Policy Holder of the consideration at the time of submission of Application of these Terms and Benefits and that any change in the Place of Residence could lead to re-underwriting upon Renewal;
- (iii) The Company has maintained underwriting practices which show unambiguously how changes in the Place of Residence will affect the underwriting result, and the underwriting practices are readily accessible by the Policy Holder;
- (iv) The Company shall carry out the re-underwriting solely in respect of the said changes (i.e. the change in the Place of Residence of the Insured Person); and
- (v) The re-underwriting result may be more advantageous or adverse to the Policy Holder and the Insured Person.

For the purpose of this paragraph (c), the Company shall have the obligation to request the Policy Holder to inform the Company of any change in the Place of Residence of the Insured Person, which means that as at the Renewal Date his Place of Residence differs from that as at the last Renewal Date (or the Policy Effective Date in the event of first Renewal). After receiving the request, the Policy Holder shall have the obligation to inform the Company of such a change.

The Company and Policy Holder acknowledge that -

- (d) 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
- (e) 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(l) of this Part 6 and Part I of Supplement 1, if applicable, all benefits described in these Terms and Benefits shall be applicable worldwide.

The geographical limitation related to Part I of Supplement 1, if applicable, 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.

#### (b) Lifetime Benefit Limit

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

#### (c) Choice of healthcare services providers

All benefits described in Sections 3(a) to (l) of this Part 6 and/or Section 2 of Part III of Supplement 1 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 Part I of Supplement 1, if applicable, are subject to the restriction in the choice of healthcare services providers as stated in Part I of Supplement 1 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

All benefits described in Sections 3(a) to (l) of Part 6 and Section 2 of Part III of Supplement 1 of these Terms and Benefits are not subject to any restriction in the choice of ward class in Hospital.

The benefits described in Part I of Supplement 1 of these Terms and Benefits, if applicable, are subject to the restriction in the choice of ward class as stated in Part I and Part IV of Supplement 1 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.

### 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, Emergency outpatient treatment for Accidents or Day Patient kidney dialysis as described under Sections 2(c) or (d) of Part III of Supplement 1 respectively,

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 Part III of Supplement 1.

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, subject to the Coinsurance as specified in Section 5 of this Part 6 and the Benefit Schedule.
- (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 Coinsurance and/or Deductible as stated in these Terms and Benefits and the Policy Schedule. For the avoidance of doubt, Coinsurance and 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 one (1) year 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. Except for the consultation or acupuncture by a Registered Chinese Medicine Practitioner after Confinement or specific treatments benefit payable under Section 2(e) of Part III of Supplement 1, 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 - Supplement 1 and Supplement 2.
"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 Bupa (Asia) Limited.
"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.  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.
"Delivery"	shall mean the delivery of these Terms and Benefits and the Policy Schedule or the cooling-off notice as stated in Section 2(a) of Part 2 to the Policy Holder, or to nominated representative of the Policy Holder, by any the following means: (a) by hand; (b) by post (including registered post); or (c) by electronic means.  Regardless of the means of delivery is used, it is the responsibility of the Company, to have sufficient proof of delivery and the timing of delivery.
"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 - <ul style="list-style-type: none"> <li>(a) has facilities for diagnosis and major operations;</li> <li>(b) provides twenty-four (24) hours nursing services by licensed or registered nurses;</li> <li>(c) has one (1) or more Registered Medical Practitioners; and</li> <li>(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.</li> </ul>
"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 - <ul style="list-style-type: none"> <li>(a) require the expertise of, or be referred by a Registered Medical Practitioner;</li> <li>(b) be consistent with the diagnosis and necessary for the investigation and treatment of the Disability;</li> <li>(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;</li> <li>(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</li> <li>(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.</li> </ul> <p>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 -</p> <ul style="list-style-type: none"> <li>(i) the Insured Person is having an Emergency that requires urgent treatment in Hospital;</li> <li>(ii) surgical procedures are performed under general anaesthesia;</li> <li>(iii) equipment for surgical procedure is available in Hospital and procedure cannot be done on a Day Patient basis;</li> <li>(iv) there is significantly severe co-morbidity of the Insured Person;</li> <li>(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;</li> <li>(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</li> <li>(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</li> </ul>



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.
"Place(s) of Residence"	shall mean the jurisdiction(s) in which a person legally has the right of abode. A change in the Place(s) of Residence refers to the situation where a person has been granted the right of abode of additional jurisdiction(s), or has ceased to have the right of abode of existing jurisdiction(s). The above definition of "Place(s) of Residence" is used solely for the purpose of these Terms and Benefits. For the avoidance of doubt, a jurisdiction in which a person legally has the right or permission of access only but without the right of abode, such as for the purpose of study, work or vacation, shall not be treated as a Place of Residence.
"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 - <ul style="list-style-type: none"> <li>(a) it has been diagnosed;</li> <li>(b) it has manifested clear and distinct signs or symptoms; or</li> <li>(c) medical advice or treatment has been sought, recommended or received.</li> </ul>
"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. <p>In determining whether a charge is Reasonable and Customary, the Company shall make reference to the followings (if applicable) -</p> <ul style="list-style-type: none"> <li>(a) treatment or service fee statistics and surveys in the insurance or medical industry;</li> <li>(b) internal or industry claim statistics;</li> <li>(c) gazette published by the Government; and/or</li> <li>(d) other pertinent source of reference in the locality where the treatments, services or supplies are provided.</li> </ul>

<p>"Registered Medical Practitioner", "Specialist", "Surgeon" and "Anaesthetist"</p>	<p>shall mean a medical practitioner of western medicine,</p> <p>(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</p> <p>(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,</p> <p>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.</p>
<p>"Renewal", "Renew", "Renewed" or "Renewable"</p>	<p>shall mean renewal of these Terms and Benefits in accordance with their terms without any discontinuance.</p>
<p>"Renewal Date"</p>	<p>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.</p>
<p>"Schedule of Surgical Procedures"</p>	<p>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.</p>
<p>"Sickness" or "Disease"</p>	<p>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.</p>
<p>"Standard Plan"</p>	<p>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.</p>
<p>"Standard Plan Terms and Benefits"</p>	<p>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 (<a href="https://www.vhis.gov.hk/doc/en/information_centre/e_standard_plan_template.pdf">https://www.vhis.gov.hk/doc/en/information_centre/e_standard_plan_template.pdf</a>).</p>
<p>"Standard Premium"</p>	<p>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.</p>
<p>"Supplement(s)"</p>	<p>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.</p>
<p>"Terms and Benefits"</p>	<p>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.</p>
<p>"Terms and Conditions"</p>	<p>shall mean Part 1 to Part 8 of this Certified Plan.</p>

**SUPPLEMENT 1**  
**Bupa MyFlexi VHIS Plan**

(This is to supplement Part 6 Benefit Provisions of the Terms and Benefits)

**Part I Push the Limit Benefit Provisions**

**1. General provisions**

Push the limit benefit under this Part I is an optional enhanced benefit. Benefits payable under this Part I are only applicable to a Policy Holder who has push the limit benefit shown on the Policy Schedule and the Benefit Schedule.

For the avoidance of doubt, push the limit benefit does not apply to the enhanced benefits payable under Part III of this Supplement 1.

**2. Full cover benefit**

- (a) Where the conditions set out in Section 2(c) below are fulfilled, the expenses eligible for the benefit items described under Sections 3(a) to (j) of Part 6 of the Terms and Benefits shall be payable under full cover benefit of this Section 2 subject to the benefit limit as stated in the Benefit Schedule.
- (b) The full cover benefit under this Section 2 shall not be payable and any Eligible Expenses shall be payable under Sections 3(a) to (j) of Part 6 of the Terms and Benefits subject to their corresponding benefit limits as stated in the Benefit Schedule if -
- (i) the requirements under this Section 2 have not been fully satisfied;
  - (ii) the full cover benefit under this Section 2 has reached the maximum benefit limit as stated in the Benefit Schedule for that Policy Year; or
  - (iii) the circumstance as stated under Section 2(d) below applies.
- (c) Full cover benefit under this Section 2 shall only be payable if all of the following conditions are fulfilled -
- (i) the Insured Person must be Confined at a Bupa MyFlexi Appointed Hospital or receive the Day Case Procedure, Prescribed Non-surgical Cancer Treatment or Prescribed Diagnostic Imaging Test at a Bupa HealthPlus Appointed Service Provider;
  - (ii) a written referral must be obtained from a Registered Medical Practitioner prior to the consultation with a Bupa HealthPlus Appointed Specialist (except for dermatology, family medicine, gynaecology, ophthalmology, orthopaedics, otolaryngology, paediatric surgery, paediatrics and psychiatry);
  - (iii) the Confinement, Day Case Procedure, Prescribed Non-surgical Cancer Treatment and Prescribed Diagnostic Imaging Test must be referred, attended and/or performed by a Bupa HealthPlus Appointed Specialist;
  - (iv) the Insured Person is required to comply with the pre-authorisation procedures as specified under Section 3 of Part II of this Supplement 1;
  - (v) the BHP Card and/or pre-authorisation confirmation / guarantee of payment letter must be presented to the Bupa MyFlexi Appointed Hospital or Bupa HealthPlus Appointed Service Provider (except outpatient department of Hospital) upon registration;
  - (vi) the Insured Person must be Confined in the restricted ward class or lower as stated in the Policy Schedule and the Benefit Schedule in the event of Confinement; and
  - (vii) full cover benefit payable under this Section 2 is only limited to Eligible Expenses incurred within Hong Kong.
- (d) Where the claimable amount for Eligible Expenses payable under full cover benefit of this Section 2 is lower than that payable under Section 3(a) to (j) of Part 6 of the Terms and Benefits, the Company shall pay the higher amount claimable (that is, the Eligible Expenses shall be payable under Section 3(a) to (j) of Part 6 of the Terms and Benefits).

For the above purpose, the claim assessment shall take into account the used benefits under these Terms and Benefits for the Policy Year as at the date such claim is received by the Company. If two (2) or more claims are received by the Company on the same date, the assessment shall be made in chronological order according to the treatment date or admission date of Confinement.

**3. Supplementary major medical benefit**

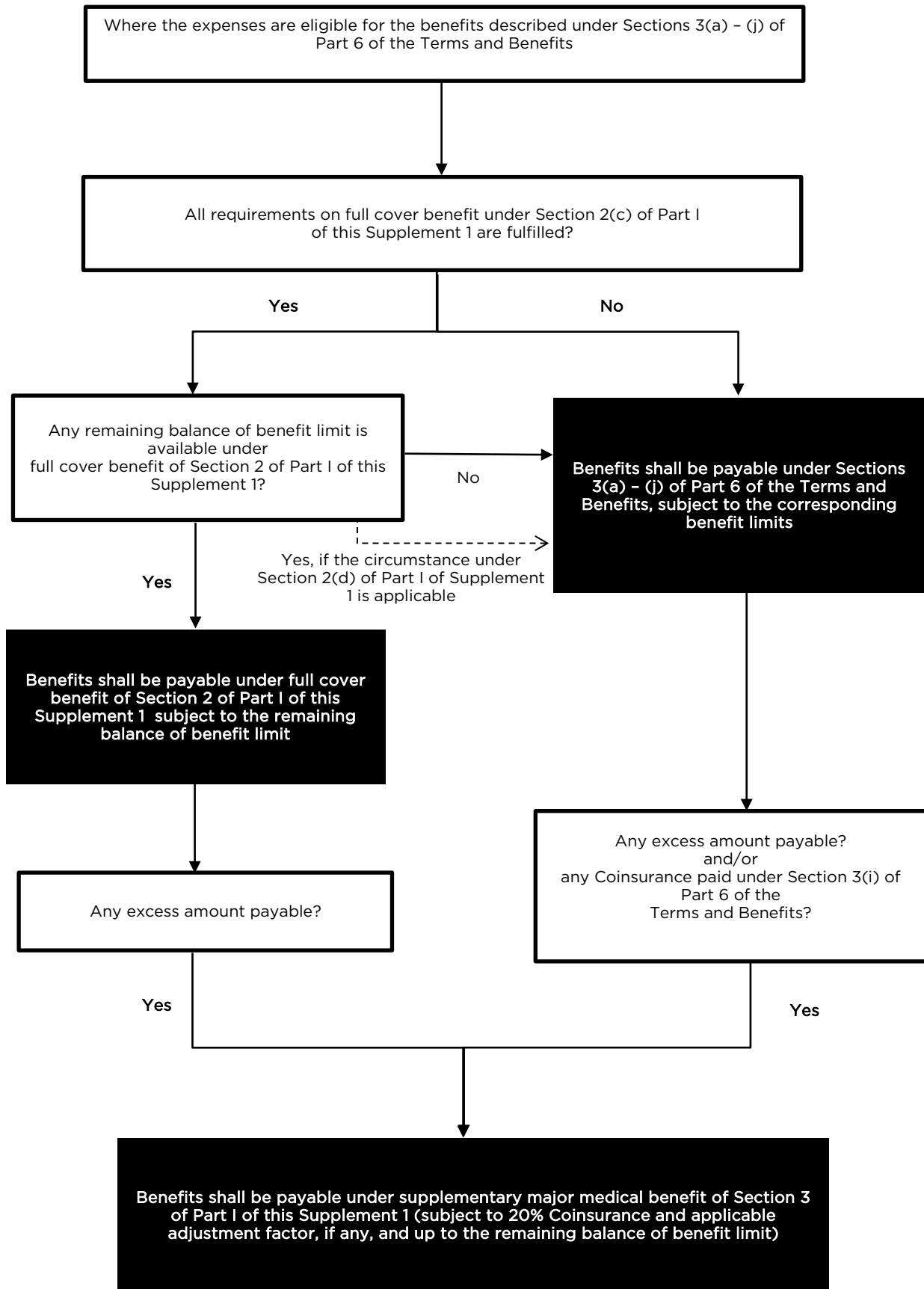
- (a) Subject to a twenty percent (20%) Coinsurance and the benefit limit of supplementary major medical benefit as stated in the Benefit Schedule, this benefit shall be payable to cover the following expenses -
- (i) the Eligible Expenses in excess of the benefits payable under Sections 3(a) to (j) of Part 6 of the Terms and Benefits or Section 2 of Part I of this Supplement 1; and
  - (ii) any Coinsurance which should be paid by the Insured Person under Section 3(i) of Part 6 of the Terms and Benefits.
- (b) In the event that the Insured Person is Confined in a room at a higher level than the restricted ward class as stated in the Policy Schedule and the Benefit Schedule, the benefits payable under this Section 3 will be further adjusted (after applying a twenty percent (20%) Coinsurance) by multiplying the respective adjustment factors as follows -

<b><u>Restricted ward class</u></b>	<b><u>Actual Confined ward class</u></b>	<b><u>Adjustment factor</u></b>
Semi-private Room	Standard Private Room	Fifty percent (50%)
Ward Room	Semi-private Room	Fifty percent (50%)
Ward Room	Standard Private Room	Twenty-five percent (25%)
Ward Room/ Semi-private Room/ Standard Private Room	Above Standard Private Room including suite, VIP or deluxe room	Zero percent (0%)

- (c) The supplementary major medical benefits payable under this Section 3 shall not be subject to the adjustment factors in Section 3(b) above if the Insured Person is Confined in a room at a higher level ward class as a result of -
- (i) unavailability of a restricted or lower ward class due to room shortage at the Hospital for Emergency Treatment;
  - (ii) Confinement in isolation that requires a specific ward class; or
  - (iii) any other reason not involving the Insured Person's own individual preference for the Confined ward class.
- (d) The supplementary major medical benefits payable under this Section 3 are only limited to Eligible Expenses incurred within Hong Kong unless such Confinement or treatment performed outside Hong Kong is directly resulting from an Emergency condition outside Hong Kong as certified by a Registered Medical Practitioner.

**4. Illustration of claim sequence under push the limit benefit**

The claim sequence under push the limit benefit of this Part I of Supplement 1 is illustrated below for ease of reference -



## Part II Pre-authorisation and Credit Facilities Provisions for Full Cover Benefit

### 1. General provisions

The full cover benefit described in Section 2 of Part I of Supplement 1 and credit facilities described in this Part II of Supplement 1 are only applicable to a Policy Holder who has pushed the limit benefit shown on the Policy Schedule and Benefit Schedule.

### 2. BHP Card

- (a) The Company shall issue a BHP Card to the Insured Person with the limit benefit described in Part I of this Supplement 1. The Insured Person can use the BHP Card to settle Eligible Expenses payable under the limit benefit of Part I of this Supplement 1 which are incurred at a Bupa HealthPlus Appointed Service Provider in Hong Kong, except for treatment received at the outpatient department of a Hospital and subject to the required pre-authorisation procedures stated in Section 3 of this Part II below.
- (b) In case any Shortfall is paid by the Company, the Policy Holder shall repay the Shortfall in full to the Company immediately upon the Company's reasonable demand.

### 3. Pre-authorisation procedures

- (a) The eligibility for full cover benefit described in Section 2 of Part I of Supplement 1 and the use of the BHP card for the credit facilities service under Section 2 of Part II of this Supplement 1 are subject to the pre-authorisation procedures and conditions set out in this Section 3.
- (b) For all Confinement cases received at any Bupa MyFlexi Appointed Hospital, the Policy Holder, the Insured Person, the Insured Person's authorised representative and/or the Bupa HealthPlus Appointed Specialist is required to submit a pre-authorisation request form to the Company for approval at least one (1) working day prior to Confinement. The Company shall then issue a pre-authorisation confirmation / guarantee of payment letter to advise the coverage and benefit entitlement and provide a credit facility for such treatment up to the credit limit specified in the letter. The Company shall be responsible for ensuring that the Bupa HealthPlus Appointed Specialist is aware of the required information to be included when completing the pre-authorisation request form.
- (c) For all Day Case Procedures, Prescribed Non-surgical Cancer Treatments and Prescribed Diagnostic Imaging Tests received at any Bupa HealthPlus Appointed Service Provider, the Policy Holder, the Insured Person, the Insured Person's authorised representative and/or the Bupa HealthPlus Appointed Specialist is required to submit a pre-authorisation request form to the Company for approval at least one (1) working day prior to the test, treatment or procedure. The Company shall then issue a pre-authorisation confirmation letter to advise the coverage and benefit entitlement. The Company shall be responsible for ensuring that the Bupa HealthPlus Appointed Specialist is aware of the required information to be included when completing the pre-authorisation request form.
- (d) If it is infeasible to obtain the pre-authorisation before the Insured Person receives the relevant Medical Service due to Emergency conditions or the Company is unable to process the pre-authorisation request outside of the Company's support hours (which can be found in the membership guide), the Policy Holder, the Insured Person, the Insured Person's authorised representative and/or the Bupa HealthPlus Appointed Specialist shall submit the pre-authorisation request on the next working day immediately after the day on which the Insured Person receives the test, treatment or procedure. The Company shall be responsible for ensuring that the Bupa HealthPlus Appointed Specialist is aware of the required information to be included when completing the pre-authorisation request form.
- (e) In any event, where a pre-authorisation request has not been submitted, or where a pre-authorisation request has been submitted but has been rejected, full cover benefit under Section 2 of Part I of Supplement 1 shall not be payable. Eligible Expenses shall be payable under Sections 3(a) to (j) of Part 6 of the Terms and Benefits subject to their corresponding benefit limits as stated in the Benefit Schedule.
- (f) If there is any variation in the approved items covered by the pre-authorisation confirmation / guarantee of payment letter, the Policy Holder, the Insured Person, the Insured Person's authorised representative and/or the Bupa HealthPlus Appointed Specialist should inform the Company at least one (1) working day before the test, treatment or procedure and obtain prior written acceptance of such change, save for the exceptions described in Section 3(d) of Part II of this Supplement above. In any event, where a request for variation of pre-authorisation has not been submitted, or where the request for variation of pre-authorisation has been submitted but has been rejected, full cover benefit under Section 2 of Part I of Supplement 1 shall not be payable. Eligible Expenses shall be payable under Sections 3(a) to (j) of Part 6 of the Terms and Benefits subject to their corresponding benefit limits as stated in the Benefit Schedule.

Notwithstanding the above, in the event the request for variation of pre-authorisation has been rejected by the Company, the Insured Person may elect to use the pre-authorisation confirmation letter previously issued by the Company in receiving the approved and eligible treatment for full cover benefit under Section 2 of Part I of Supplement 1.

- (g) The issuance of a pre-authorisation confirmation / guarantee of payment letter from the Company under this Part II shall not be deemed as an agreement on the Company's part to pay the total amount of costs set out in the pre-authorisation confirmation / guarantee of payment letter. The Policy Holder's entitlement to any reimbursement shall be subject to the terms and conditions of the Policy.

## Part III Enhanced Benefits Provisions

### 1. General provisions

The Company shall reimburse the Eligible Expenses which are Reasonable and Customary or other expenses in accordance with the benefit items under Section 2 of Part III of this Supplement 1 below. Any amounts payable under this Supplement 1 are subject to the benefit limits set out in the Benefit Schedule and the amount of expenses so payable shall not exceed the actual expenses incurred.

## 2. Enhanced benefits covered

### (a) Private nursing

This benefit shall be payable for the Eligible Expenses charged on the services rendered by Qualified Nurse(s) hired by the Policy Holder or the Insured Person in respect of nursing care received during Confinement (in addition to the general nursing services provided by the Hospital) or at the Insured Person's residential home rendered within one hundred eighty (180) days immediately after discharge from a Hospital. Such nursing care received must be recommended in writing by the attending Registered Medical Practitioner and 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. This benefit shall be payable on a daily basis regardless of the number of Qualified Nurse(s) hired or the number of time slots/shifts provided on the same day, subject to the maximum benefit limit per day and maximum number of days per Policy Year as stated in the Benefit Schedule.

### (b) Companion bed

If room and board or intensive care is payable under Section 3(a) or Section 3(e) of Part 6 of the Terms and Benefits, this benefit shall be payable for the charges of one (1) companion bed in the event the Insured Person is being Confined. For the avoidance of doubt, this benefit shall only cover the cost of companion bed but not any expenses incurred on meal.

### (c) Emergency outpatient treatment for Accidents

This benefit shall be payable if the Insured Person sustains an Injury due to Accident or Emergency condition and receives Emergency Treatment at an outpatient department or accident and emergency department of a Hospital on an outpatient basis. The onset of the Accident or the Emergency condition and the treatment received should not be separated by more than forty-eight (48) hours.

This benefit shall cover the following charges incurred by the Insured Person -

- (i) consultation fee of a Registered Medical Practitioner;
- (ii) western medication prescribed by a Registered Medical Practitioner and consumed during outpatient treatment and post treatment up to the ensuing four (4) weeks;
- (iii) laboratory examination and reports;
- (iv) diagnostic imaging services, including ultrasound and X-ray, and their interpretation; and
- (v) other medical related fee covering the costs of dressing and intravenous ("IV") infusions, including IV fluids.

For the avoidance of doubt, this benefit shall only be payable for the Eligible Expenses for 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, such Eligible Expenses shall not be payable under this benefit.

### (d) Day Patient kidney dialysis

This benefit shall be payable for the Eligible Expenses charged on haemodialysis or peritoneal dialysis in a setting for providing Medical Services to a Day Patient recommended in writing by the attending Registered Medical Practitioners, provided that the Insured Person is suffering from chronic and irreversible kidney failure.

### (e) Consultation or acupuncture by a Registered Chinese Medicine Practitioner after Confinement or specific treatments

In the event that the Insured Person is Confined or receives specific treatments and provided that benefits are payable under Section 3(a), (f) or (j) of Part 6 of the Terms and Benefits or Section 2(d) of Part III of this Supplement 1, this benefit shall be payable to cover the expenses charged by a Registered Chinese Medicine Practitioner for rendering treatments which are directly related to and as a result of the condition arising from the same cause (including all complications therefrom) necessitating such Confinement or specific treatment. This benefit shall cover the following charges incurred by the Insured Person -

- (i) consultation fee of a Registered Chinese Medicine Practitioner;
- (ii) charges for acupuncture performed by a Registered Chinese Medicine Practitioner; and
- (iii) charges for Chinese Medicines prescribed at the time of consultation by the Registered Chinese Medicine Practitioner and obtained from a legitimate source on the same day of the consultation mentioned under Section 2(e)(i) above.

## Part IV Definitions

Under this Supplement 1, words and expressions used shall have the following meanings -

"BHP Card"	shall mean the medical card issued by the Company to an eligible Insured Person who has push the limit benefit shown on the Policy Schedule and the Benefit Schedule, and the use of the card is subject to the conditions set out in Sections 2 and 3 of Part II of this Supplement 1.
"Bupa HealthPlus Appointed Service Provider"	shall mean Bupa MyFlexi Appointed Hospitals and other Hospitals, Registered Medical Practitioners, physiotherapists, diagnostic centres, cancer centres, diabetic centres, day case centres and medical service providers appointed by the Company and who have entered into credit facility arrangements with the Company to provide services to the Insured Persons under this Policy on the Company's undertaking to pay for the services so provided. The list of service providers can be found in the Bupa HealthPlus Network Directory.
"Bupa HealthPlus Appointed Specialist"	shall mean the Specialists appointed by the Company with their names, specialties, addresses, phone numbers and clinic hours shown on the Bupa HealthPlus Network Directory.
"Bupa HealthPlus Network Directory"	shall mean the list printed in digital format as at the date when the Company approves the pre-authorisation which contains the particulars of Bupa HealthPlus Appointed Service Providers and Bupa HealthPlus Appointed Specialists appointed by the Company. The list may be updated and amended by the Company from time to time and the latest list is available on the Company's customer service portal myBupa.

"Bupa MyFlexi Appointed Hospital"	shall mean the Hong Kong Hospitals which have been appointed by the Company for providing full cover benefit under Section 2 of Part I of this Supplement 1. The list of Bupa MyFlexi Appointed Hospitals may be updated and amended by the Company from time to time and the latest list is available on the Company's website ( <a href="https://www.bupa.com.hk/en/medical-insurance/myflexi/">https://www.bupa.com.hk/en/medical-insurance/myflexi/</a> ).
"Chinese Medicines"	shall mean Chinese medicines legally registered by the Chinese Medicines Board under the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Chapter 549, Laws of Hong Kong) or the equivalent legal authority of any other place providing Chinese medicines treatment.
"Qualified Nurse"	<p>shall mean a nurse,</p> <p>(a) who is duly qualified and is 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</p> <p>(b) legally authorised for rendering nursing treatment or service in Hong Kong or the relevant jurisdiction outside Hong Kong where the treatment or service is provided to the Insured Person,</p> <p>but in no circumstances 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 or 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.</p>
"Registered Chinese Medicine Practitioner"	<p>shall mean a Chinese medicine practitioner,</p> <p>(a) who is duly qualified and is registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and</p> <p>(b) legally authorised for rendering Chinese medicine treatment or service in Hong Kong or the relevant jurisdiction outside Hong Kong where the treatment or service is provided to the Insured Person,</p> <p>but in no circumstances 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 or 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.</p>
"Semi-private Room"	shall mean a room categorised as a semi-private or second class room by a Hospital in Hong Kong or a room shared by no more than three (3) people but excluding any Standard Private Room or above in a Hospital outside of Hong Kong.
"Shortfall"	shall mean any expenses which are not covered or which exceed the benefit limit of these Terms and Benefits.
"Standard Private Room"	shall mean a room categorised as a single, private or first class room by a Hospital with a private bathroom, but without any kitchen, dining room or sitting room.
"Ward Room"	shall mean a room of a class lower than a Semi-private Room including a ward or standard room categorised by a Hospital.

**SUPPLEMENT 2**  
**Bupa MyFlexi VHS Plan**

(This is to supplement Part 3 Premium Provisions of the Terms and Benefits)

**Discount Provisions**

**1. General provisions**

- (a) The discounts stated in this Supplement 2 will be applied before any other discount which is not stated in this Supplement 2, if any, applies. If more than one (1) type of discount described under this Supplement 2 is applicable, the discounts shall be applied on a cumulative basis without any priority in applying any discount first.
- (b) Any levy payable in respect of the Standard Premium and Premium Loading, if any, paid for Sections 3(a) to (l) of Part 6 of the Terms and Benefits and Section 2 of Part III of Supplement 1 shall be calculated after applying all discounts under this Supplement 2.

**2. No claim renewal discount**

- (a) On any Renewal Date, a no claim renewal discount will be deducted from the premium payable for the Policy Year starting from a Renewal Date provided that no benefit was paid by the Company under the Terms and Benefits during the following no claim period immediately preceding the Renewal Date -

No claim period	No claim renewal discount rate
Two (2) or three (3) consecutive Policy Years	Five Percent (5%)
Four (4) or five (5) consecutive Policy Years	Ten percent (10%)
Six (6) or more consecutive Policy Years	Fifteen percent (15%)

- (b) The no claim renewal discount will be equal to the Standard Premium and Premium Loading, if any, paid for Sections 3(a) to (l) of Part 6 of the Terms and Benefits and Section 2 of Part III of Supplement 1 in respect of the Policy Year starting from a Renewal Date multiplied by any one of the no claim renewal discount rate in Section 2(a) above.
- (c) In assessing the no claim period under Section 2(a) above, any benefits paid by the Company shall be attributed to the Policy Year in which the relevant Eligible Expenses were incurred.
- (d) In the event any benefit is paid by the Company under the no claim period specified under Section 2(a) above after a no claim renewal discount has been applied, the no claim renewal discount shall be recalculated for all Policy Year(s) subsequent to such benefit being paid. The Policy Holder shall repay to the Company the difference between the no claim renewal discount already applied by the Company and the recalculated actual eligible no claim renewal discount immediately upon the Company's reasonable demand.

**3. Child discount**

- (a) On the Policy Effective Date and any Renewal Date, a child 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 -
  - (i) the Insured Person is under the Age of eighteen (18) on the Policy Effective Date or the relevant Renewal Date; and
  - (ii) either one of the requirements under Section 3(b) below is fulfilled.
- (b) The child discount will be equal to the Standard Premium and Premium Loading, if any, paid for Sections 3(a) to (l) of Part 6 of the Terms and Benefits and Section 2 of Part III of Supplement 1 in respect of the Policy Year starting from the Policy Effective Date or the relevant Renewal Date multiplied by any one (1) of the child discount rate below -

Requirements	Child discount rate
One (1) parent of the Insured Person is covered under another policy of this Certified Plan individually on the Policy Effective Date or Renewal Date, whichever is later	Twenty-five percent (25%)
Both (2) parents of the Insured Person are covered under two (2) other policies of this Certified Plan individually on the Policy Effective Date or Renewal Date, whichever is later	Thirty-five percent (35%)

- (c) In the event it is discovered that the required number of parent(s) set out in Section 3(b) above cannot be fulfilled after a child discount has been applied, the child discount shall be recalculated for the relevant Policy Year(s) based on requirements set out in Section 3(b) above. The Policy Holder shall repay to the Company the difference between the child discount already applied by the Company and the recalculated actual eligible child discount immediately upon the Company's reasonable demand.
- (d) For the purpose of this Section 3, the Company shall recognise the Policy Holder's domestic partner as the parent of the Insured Person under the Age of eighteen (18). Domestic partner shall mean civil partner, or the person (of same or different sex), with whom the Policy Holder lives with in a continuous, committed, exclusive relationship during which period neither the Policy Holder nor that person was or is married to or partnered with any other person.



**SUPPLEMENT**  
**Bupa MyFlexi VHIS Plan**

**Inclusion of VAT and GST as Eligible Expenses**

This Supplement shall be attached to and form part of the Terms and Benefits. Unless otherwise defined, words and expressions used in the Terms and Benefits shall have the same meanings when they are used in this Supplement.

This Supplement shall take effect from 1 January 2022 ("Effective Date").

With effect from the Effective Date, the following terms and conditions shall be applied to the Terms and Benefits -

1. With respect to any Eligible Expenses incurred on or after the Effective Date, the terms and conditions in this Supplement shall be applicable, and Eligible Expenses shall include the VAT and GST (if any) charged or imposed on the expenses incurred for Medical Services rendered with respect to a Disability.
2. For the purpose of Section 13 of Part 7 of the Terms and Benefits, any VAT and GST which is refunded to the Policy Holder or Insured Person (as the case may be) shall be excluded pursuant to such Section 13, and shall not be recoverable under the Terms and Benefits.

**Definition**

"VAT and GST "

shall mean value added taxes, goods and services taxes or other taxes, duties or levies of a similar nature, which may be charged or imposed by the relevant tax or similar authorities or governmental departments on the expenses incurred for Medical Services rendered with respect to a Disability

**Supplement - Layered benefits**  
**Bupa MyFlexi VHIS Plan**  
(Not applicable to Bupa MyFlexi VHIS Plan (Standard))

This Supplement shall only be applicable to a Policy where benefit layering has been applied on specified health condition(s) as a result of <<underwriting/re-underwriting>>.

1. Eligible Expenses or other expenses arising from all specified health conditions listed in the document "Specified Health Conditions" shall be payable subject to the benefit limits as stated in the benefit schedule of <<Plan name >> <<Plan level >> <<certification no.>> in lieu of Benefit Schedule of the Terms and Benefits.
2. Where the Eligible Expenses or other expenses involve both specified health conditions and non-specified health conditions and apportionment of the expenses is not available, the expenses in entirety shall not be subject to benefit layering specified in this Supplement.
3. All Eligible Expenses or other expenses payable in accordance with this Supplement - Layered benefits shall be counted towards the Annual Benefit Limit and respective benefit limits of the relevant Policy Year as stated in the Benefit Schedule of the Terms and Benefits.

Please refer to the benefit schedule as attached.

For the avoidance of doubt, the amount of benefit payable for all specified health conditions listed in the document "Specified Health Conditions" shall not be lower than that calculated according to the prevailing Standard Plan Terms and Benefits as referred to under Section 1 of Part 4 of the Terms and Benefits.

The benefit payable for the specified health condition(s) shall be subject to the following benefit schedule of <<Plan name>> <<Plan level>> <<certification no.>>.

<<benefit schedule for <<Plan name>> to be attached>>

**Supplement – Layered benefits  
Bupa MyFlexi VHIS Plan**

(Not applicable to Bupa MyFlexi VHIS Plan (Standard), Bupa MyFlexi VHIS Plan (Advance) and Bupa MyFlexi VHIS Plan (Deluxe))

This Supplement shall only be applicable to a Policy where benefit layering has been applied on specified health condition(s) as a result of <<underwriting/re-underwriting>>.

1. For Eligible Expenses or other expenses arising from all specified health condition(s) listed in the document "Specified Health Conditions" -
  - (a) <<the benefits payable under Sections 3(a) to (j) of Part 6 of the Terms and Benefits and Sections 2(a) to (e) of Part III of Supplement 1 shall be payable subject to the benefit limits as stated in the benefit schedule of <<Plan name>> <<Plan level>> <<certification no.>> in lieu of Benefit Schedule of the Terms and Benefits;>>
  - (b) the full cover benefit payable under Section 2 of Part I of Supplement 1 shall not be payable; and
  - (c) <<the supplementary major medical benefit payable under Section 3 of Part I of Supplement 1 shall be adjusted by multiplying the relevant Policy Year's benefit limit by <<xx percent (xx%)>>.>>
2. Where the Eligible Expenses or other expenses involve both specified health conditions and non-specified health conditions and apportionment of the expenses is not available, the expenses in entirety shall not be subject to benefit layering specified in this Supplement.
3. All Eligible Expenses or other expenses payable in accordance with this Supplement - Layered benefits shall be counted towards the Annual Benefit Limit and respective benefit limits of the relevant Policy Year as stated in the Benefit Schedule of the Terms and Benefits.

Please refer to the benefit schedule as attached.

For the avoidance of doubt, the amount of benefit payable for all specified health conditions listed in the document "Specified Health Conditions" shall not be lower than that calculated according to the prevailing Standard Plan Terms and Benefits as referred to under Section 1 of Part 4 of the Terms and Benefits.

The benefits payable for the specified health condition(s) shall be subject to the following benefit schedule -  
<<"tailored benefit schedule" for <<Plan name>> to be attached>>

**Benefit Schedule**

<b>1 Basic benefits</b>		
<b>Benefit items<sup>(1)</sup></b>		<b>Benefit limit (in HKD)</b>
a	Room and board	\$920 per day (Maximum 270 days per Policy Year)
b	Miscellaneous charges	\$16,300 per Policy Year
c	Attending doctor's visit fee	\$840 per day (Maximum 270 days per Policy Year)
d	Specialist's fee <sup>(2)</sup>	\$4,560 per Policy Year
e	Intensive care	\$3,650 per day (Maximum 25 days per Policy Year)
f	Surgeon's fee	Per surgery, subject to surgical category for the surgery/procedure in the Schedule of Surgical Procedures -
		• Complex \$58,000
		• Major \$31,300
		• Intermediate \$13,400
g	Anaesthetist's fee	Per surgery, subject to surgical category for the surgery/procedure in the Schedule of Surgical Procedures -
		• Complex \$20,300
		• Major \$11,000
		• Intermediate \$4,700
h	Operating theatre charges	Per surgery, subject to surgical category for the surgery/procedure in the Schedule of Surgical Procedures -
		• Complex \$20,300
		• Major \$11,000
		• Intermediate \$4,700
i	Prescribed Diagnostic Imaging Tests <sup>(2)(3)</sup>	\$20,000 per Policy Year (subject to 30% Coinsurance)
j	Prescribed Non-surgical Cancer Treatments <sup>(4)</sup>	\$83,000 per Policy Year
k	Pre- and post-Confinement / Day Case Procedure outpatient care <sup>(2)</sup>	\$3,160 per Policy Year <ul style="list-style-type: none"> <li>• 2 prior outpatient visits or Emergency consultations per Confinement/ Day Case Procedure</li> <li>• All related follow-up outpatient visits per Confinement/ Day Case Procedure (within 90 days after discharge from Hospital or completion of Day Case Procedure)</li> </ul>
l	Psychiatric treatments	\$30,000 per Policy Year
<b>2 Enhanced benefits</b>		
<b>Benefit items<sup>(1)</sup></b>		<b>Benefit limit (in HKD)</b>
a	Private nursing <sup>(2)</sup>	\$390 per day (Maximum 120 days per Policy Year)
b	Companion bed	\$450 per day (Maximum 270 days per Policy Year)
c	Emergency outpatient treatment for Accidents	\$6,600 per Policy Year
d	Day Patient kidney dialysis <sup>(2)</sup>	\$83,000 per Policy Year
e	Consultation or acupuncture by a Registered Chinese Medicine Practitioner after Confinement or specific treatments	\$225 per visit (Maximum 20 visits per Policy Year)
<b>Other limits</b>		
	Annual Benefit Limit for all benefit items under 1) basic benefits and 2) enhanced benefits	Nil
	Lifetime Benefit Limit for all benefit items under 1) basic benefits and 2) enhanced benefits	Nil

**Notes**

- (1) Eligible Expenses incurred in respect of the same item shall not be recoverable under more than one (1) benefit item in the table above.
- (2) 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.
- (3) 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.
- (4) Treatments covered here only include radiotherapy, chemotherapy, targeted therapy, immunotherapy and hormonal therapy.

**Schedule of Surgical Procedures**

<b>Procedure / Surgery</b>	<b>Category</b>		
<b>ABDOMINAL AND DIGESTIVE SYSTEM</b>			
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	
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	
Pancreas	Wedge resection of liver, open or laparoscopic	Major	
	Closed biopsy of pancreatic duct	Intermediate	
	Excision / destruction of lesion of pancreas or pancreatic duct	Major	
Abdominal wall	Pancreaticoduodenectomy (Whipple's Operation)	Complex	
	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	
<b>BRAIN AND NERVOUS SYSTEM</b>	Bilateral herniotomy / herniorrhaphy, open or laparoscopic	Major	
	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	
<b>CARDIOVASCULAR SYSTEM</b>			
Heart	Cardiac catheterization	Intermediate	
	Coronary artery bypass graft (CABG)	Complex	
	Cardiac transplantation	Complex	
	Insertion of cardiac pacemaker	Intermediate	

Procedure / Surgery	Category	
Pericardiocentesis	Minor	
Pericardiectomy	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	
<b>ENDOCRINE SYSTEM</b>		
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	
<b>EAR / NOSE / THROAT / RESPIRATORY SYSTEM</b>		
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	
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 / rhinoscopy +/- 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
<b>EYE</b>		
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
	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
	Iridenclisis 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
<b>FEMALE GENITAL SYSTEM</b>		
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

Procedure / Surgery	Category
Salpingostomy / salpingotomy	Intermediate
Total or partial salpingectomy	Intermediate
Tuboplasty	Intermediate
Aspiration of ovarian cyst	Minor
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
Vaginotomy	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
Culdcentesis	Minor
Culdotomy	Minor
Excision of transverse vaginal septum	Minor
McCall's culdeplasty / culdoplasty	Intermediate
Vaginal reconstruction	Major
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
<b>HEMIC AND LYMPHATIC SYSTEM</b>	
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
<b>MALE GENITAL SYSTEM</b>	
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

Procedure / Surgery	Category
Repair of buried / avulsion of penis	Intermediate
Testicles <sup>^</sup>	
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 hydrocoele	Minor
Excision of varicocele and hydrocoele of spermatic cord	Intermediate
Varicocelelectomy (microsurgical)	Major
<sup>^</sup> The category applies to both unilateral and bilateral procedures unless otherwise specified.	
Spermatic cord	
Vasectomy	Minor
<b>MUSCULOSKELETAL SYSTEM</b>	
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 ostectomy 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
Meniscectomy, open or arthroscopic	Major
Posterior cruciate ligament reconstruction	Major
Repair of the collateral ligaments	Major
Repair of the cruciate ligaments	Major
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

Procedure / Surgery	Category
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
<b>Spine</b>	
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 / diskectomy	Major
Laminectomy with diskectomy	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 +/- diskectomy	Complex
Spine osteotomy	Complex
Vertebroplasty / kyphoplasty	Intermediate
<b>Others</b>	
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
<b>SKIN AND BREAST</b>	
<b>Skin</b>	
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
<b>Breast</b>	
Breast tumour / lump excision +/- biopsy	Intermediate
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
<b>URINARY SYSTEM</b>	
<b>Kidney</b>	
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
<b>Bladder, ureter and urethra</b>	
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
<b>DENTAL</b>	
Any kind of dental surgery due to injury caused by an Accident	Minor

保柏 (亞洲) 有限公司  
Bupa (Asia) Limited

香港九龍觀塘  
海濱道77號  
海濱匯第2座6樓  
6/F, Tower 2,  
The Quayside,  
77 Hoi Bun Road,  
Kwun Tong, Kowloon,  
Hong Kong

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

傳真 Facsimile : (852) 2548 1848

[www.bupa.com.hk](http://www.bupa.com.hk)

