



**Blue Cross 藍十字**

An **AIA** Company 友邦保險成員公司

# All-in-one Outpatient Insurance

## 一站式門診醫療寶

### Terms and Conditions

### 條款及細則

Please read these terms and conditions carefully.  
Should you have any queries, please contact us for assistance.  
請詳細閱讀此條款及細則。如有任何查詢，請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字 (亞太) 保險有限公司乃友邦保險控股有限公司之子公司，與Blue Cross and Blue Shield Association 及其任何關聯公司或持牌人並無任何關聯。

## TERMS AND CONDITIONS FOR ALL-IN-ONE OUTPATIENT INSURANCE

### INSURING CLAUSE

The Policyholder and the Company agree that:

1. this Policy and any endorsement attached to this Policy shall be read together as one contract formed between the Policyholder and the Company;
2. the Application and declaration that have been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein;
3. all statements made by or for an Insured in the Application, and in any questionnaire or amendment shall be treated as representations and not warranties;
4. this Policy comes into force on the Policy Effective Date as specified in the Policy Schedule on the condition that the Policyholder has paid the first premium in full and the Application has been approved by the Company; and
5. the Policyholder shall ensure that every Insured is aware of the content of this Policy and duly complies with these terms and conditions insofar as they are relevant to him.

### DEFINITIONS

Unless the context otherwise requires, the definitions below apply to the following words and phrases wherever they appear in these terms and conditions, the Policy Schedule, Schedule of Benefits, Schedule of Insured(s) or any endorsement attached to this Policy:

1. **“Accident”** shall mean an event or contiguous series of events of sudden or unexpected, violent, accidental, external and visible nature which occurs at an identifiable time (moment or point in time) and place, thereby causing a bodily injury during the Period of Insurance.
2. **“Age”** shall mean the age at the birthday nearest to the commencement date of a Period of Insurance.
3. **“Application”** shall mean the application submitted to the Company in respect of this Policy, including but not limited to the application form, evidence of insurability, any documents or information submitted and any statements and declarations made in relation to such application.
4. **“Child”** shall mean any person who:
  - a) has attained the age of 15 days;
  - b) has never married;
  - c) is financially dependent upon an Insured or the Policyholder (as the case may be); and
  - d) is under the age of 18, or is under the age of 23 and registered as a full-time student at a recognized educational institution.
5. **“Chinese Medicine Practitioner”** shall mean a person (other than the Insured, a member of the Insured's immediate family or a person normally resident in the household of the Insured) a) duly licensed or registered with the Chinese Medicine Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing and b) legally authorised to practise Chinese medicine in the geographical area in which a service is provided to the Insured.
6. **“Clinical Procedures”** shall mean any of the following procedures undertaken at the Network Doctor's clinic:
  - Cryotherapy
  - Incision and drainage/puncture aspiration of abscess/cyst/hematoma/seroma
  - Incision and removal of foreign body, subcutaneous
  - Excision of benign skin lesions
  - Excision of nail/nail matrix for permanent removal
  - Wedge excision of skin of nailfold/avulsion of nail plate (ingrown toenail)
  - Keloid injection
  - Repair superficial wound
  - Office dressings
  - Injection sclerotherapy for hemorrhoid
  - Removal of foreign body, ear
  - Removal of impacted earwax (ear lavage)
  - Myringotomy with aspiration
  - Laryngoscopy for removal of foreign body
  - Control of nasal hemorrhage
  - Removal of foreign body, nose
  - Antral lavage
  - Removal of foreign body, eye
  - Removal of chalazion/meibomian cyst
  - Removal of eyelid lesions
  - Injection tendon sheath/ligament/trigger points/ Ganglion cyst
  - Arthrocentesis, aspiration and injection
7. **“Co-payment”** shall mean the Eligible Expense which shall be borne by the Insured if so provided in the Schedule of Benefits.
8. **“Company”** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
9. **“Congenital Conditions”** shall:
  - a) mean medical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities which become apparent within 6 months of birth; and
  - b) include, but is not limited to, the following Disabilities:-
    - i. Hernias of all types up to age 8 (excluding those caused by a trauma occurring during the Period of Insurance);
    - ii. Epilepsy (Petit Mal or Grand Mal) (excluding those caused by a trauma occurring during the Period of Insurance);
    - iii. Strabismus;
    - iv. Hydrocephalus.
10. **“Disability”** shall mean a Sickness, Disease or Illness, or an Injury.
11. **“Eligible Expenses”** shall mean expenses for Medically Necessary Services provided with respect to a covered Disability not exceeding the limits stated in the Schedule of Benefits.
12. **“Injury”** shall mean any bodily damage caused directly and independently of all other causes by an Accident.

13. **“Insured”** shall mean a person who is insured under this Policy and whose name has been entered for cover in the Schedule of Insured(s) or an endorsement to the Policy, and not removed by an endorsement prior to any relevant event.

14. **“Medically Necessary Services”** shall mean services which are necessary for the care or treatment of the Disability involved. Such services must be widely accepted professionally in Hong Kong Special Administrative Region as effective, appropriate and essential based upon recognised standards of the health care specialty involved. In no event will the following (but not to the exclusion of all others) be considered to be medically necessary:

- a) Those services rendered by a provider that do not require the technical skills of such a provider;
- b) Those services and supplies furnished mainly for the personal comfort or convenience of the Insured, any individual who cares for him or any individual who is part of his family;
- c) Those services and supplies furnished to an Insured solely because he is an inpatient on any day on which the Insured's Disability could safely and adequately be treated while not confined; or
- d) That part of the cost which exceeds that of any other service or supply that would have been sufficient to safely and adequately treat the Insured's Disability.

15. **“Network Doctor”** shall mean a Physician, Registered Medical Practitioner, Surgeon, Doctor or Chinese Medicine Practitioner whose name is specified in the list provided by the Panel Network, which is subject to change from time to time.

16. **“Panel Network”** shall mean an individual and/or a group, including Physician, Registered Medical Practitioner, Surgeon, Doctor, Chinese Medicine Practitioner or other health care providers, professional or facility that has entered into a written agreement with the Company to provide the benefits after the Policy Effective Date.

17. **“Period of Insurance”** shall mean the period of time during which this Policy is in force, which is specified as “Period of Insurance” in the Policy Schedule or any subsequent endorsement to this Policy.

18. **“Policy”** shall mean this “All-in-one Outpatient Insurance” policy underwritten and issued by the Company and refers to the entire contract between the Policyholder and the Company including but not limited to these terms and conditions, the Application, declaration, Policy Schedule, Schedule of Benefits, Schedule of Insured(s), and any attachments or endorsements attached thereto, if applicable.

19. **“Policy Effective Date”** shall mean the starting date of the first Period of Insurance specified in the Policy Schedule during which this Policy is effective.

20. **“Policyholder”** shall mean the person to whom the Policy has been issued.

21. **“Physician, Registered Medical Practitioner, Surgeon or Doctor”** shall mean a person (other than the Insured, a member of the Insured's immediate family or a person normally resident in the household of the Insured) a) qualified by degree in western medicine; b) duly licensed or registered to render services corresponding to his professional area and c) legally authorized to practise medicine in the geographical area in which a service is provided to the Insured.

22. **“Policy Schedule”** shall mean the “Policy Schedule” attached to this Policy which sets out the Policy details and the Period of Insurance.

23. **“Pre-existing Conditions”** shall mean Disabilities which existed before the first Period of Insurance in respect of an Insured, which presented signs or symptoms of which the Insured was aware or should reasonably have been aware.

24. **“Prescribed Medicines and Drugs”** shall mean the medicines and drugs which may not be procured legally without the prescription of a Doctor and which have been prescribed by the Doctor specifically for the treatment of a covered Disability.

25. **“Renewal” or “Renewed Policy”** shall mean a Policy which has been renewed without any lapse of time upon the expiry of a preceding Policy.

26. **“Renewal Date”** shall mean each anniversary of the Policy Effective Date upon Renewal of the Policy.

27. **“Schedule of Benefits”** shall mean the “Schedule of Benefits” attached to this Policy which sets out the benefits conditions and maximum benefits covered (as revised from time to time).

28. **“Schedule of Insured(s)”** shall mean the “Schedule of Insured(s)” attached to this Policy which sets out the particulars of each Insured, his eligible benefits and premium details under this Policy.

29. **“Sickness, Disease or Illness”** shall mean a physical condition marked by a pathological deviation from the normal healthy state as certified by a Physician, Registered Medical Practitioner, Surgeon, Doctor or Chinese Medicine Practitioner within the Panel Network during the Period of Insurance.

## GENERAL CONDITIONS

### Interpretation

- a) Throughout this Policy, where the context so admits, 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 this Policy.
- c) A time of day is a reference to the time in Hong Kong.
- d) Unless otherwise provided in any endorsement attached to this Policy, should there be any conflict between the terms and conditions in this Policy and those contained in any other material produced by the Company, these terms and conditions shall prevail.
- e) Unless otherwise defined, capitalised terms used in this Policy shall have the meanings ascribed to them under the definitions section of these terms and conditions.
- f) The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version of this Policy shall apply and prevail.

### **Addition or Deletion of Insured**

The Policyholder may request for addition or deletion of any Insured at Renewal. The addition of an Insured is however subject to the approval of the Company.

All children under the age of 5 years must be accompanied by the parent(s)/ guardian who is/ are also insured under the same insurance policy.

### **Alterations**

No alteration to this Policy including any endorsement thereto shall be valid unless the same is duly signed by an authorised representative of the Company.

### **Cancellation**

Subject to paragraph 7 of the "Medical Card Provisions" of this Policy, the Policyholder may cancel this Policy by giving not less than 7 days' prior written notice to the Company together with the return of medical check-up coupon (if any) to the Company and the Policy will be cancelled on the date the Company receives such written notification. If the Policy is cancelled by the Policyholder, no premium of the Policy year shall be refunded by the Company. The Company reserves the right to cancel the Policy at any time by giving a 30-day prior written notice.

The Company may cease to provide cover to an Insured if any requirement under this Policy has not been complied. For the avoidance of doubt, this Policy shall remain effective for the remainder of the Period of Insurance in respect of other Insured(s).

### **Change of Personal Details**

During the Period of Insurance, the Policyholder shall give immediate notice to the Company in respect of any change of address, name or other personal details of the Insured(s) and the Policyholder.

### **Change of Benefits**

Any change of benefits or coverage under this Policy as requested by the Policyholder shall only take effect at Renewal or otherwise subject to the approval by the Company.

### **Clerical Error**

Any clerical error shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

### **Currency of Payment**

All the amounts payable to or by the Company shall be made in the currency specified in the Policy Schedule or in Hong Kong dollars if not specified. The currency exchange rate is solely determined by the Company with reference to the prevailing market rate.

### **Governing Law**

This Policy is issued in Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong.

### **Liability**

The due observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured(s) or any other person claiming to be indemnified, and the truth of the contents of the Application and declaration shall be conditions precedent to any liability of the Company.

### **Minimum and Maximum Ages**

No person who has not as yet attained the age of 15 days or who has reached the age of 100 shall be included for coverage under this Policy.

### **Arbitration**

Any disputes or differences arising out of or in connection with this Policy shall be referred to and determined by arbitration in accordance with the Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong). If the parties fail to agree on the choice of an arbitrator, the Chairperson of Hong Kong International Arbitration Centre shall appoint one.

### **Abandoned Claims**

If the Company disclaims liability for any claim under this Policy, and such claim has not been referred by the Policyholder and/or Insured to arbitration as described above within 12 calendar months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.

### **Misstatement of Age and/or Sex**

Without prejudice to the Company's rights in the case of misrepresentation and fraud, if an Insured's Age and/or sex is misstated in the Application or in any subsequent document submitted to the Company, the Company may adjust the premium, in the past or future, on the basis of the correct Age and/or sex. No coverage shall be provided unless the adjusted premium has been paid.

Where an Insured would not have satisfied the insurability requirements on the basis of the correct Age or sex, the Company has the right to declare this Policy void or refuse to provide coverage for the Insured.

### **Misrepresentation/Fraud**

The Company has the right to declare this Policy void, suspend the use of medical card and/or refuse to provide coverage under this Policy in case of any of the following events:

- a) any material fact affecting the risk is incorrectly stated in or omitted from the Application or any statement or declaration made by an Insured at the time of application or any time thereafter;
- b) this Policy or any Renewal thereof is obtained through any misrepresentation or suppression; or
- c) any declaration or statement in support of the Application or any claim is untrue.

### **Notices to Company**

All notices which the Company requires the Policyholder and/or the Insured(s) to give must be in writing, addressed to and received by the Company.

### **Ownership and Discharge under the Policy**

The Company shall treat the Policyholder as the absolute owner of this Policy and shall not be bound to recognise any equitable or other interest of any other party in this Policy. The issuance of medical card to the Policyholder or Insured(s) shall be deemed to be full and effective discharge of the Company's obligations under this Policy.

### **Rights of Third Parties**

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

## **Subrogation**

The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured(s) against any third party who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered from any third party shall belong to the Company. The Policyholder and/or the Insured(s) shall fully cooperate with the Company in the recovery action.

## **Suits Against Third Parties**

Nothing in this Policy shall render the Company liable to indemnify, join, respond to or defend any suit for damages for any cause or reason which may be instituted by the Policyholder or the Insured(s) against any (Network) Doctor, Panel Network or hospital nominated under this Policy, including without limitation to any suit for negligence, malpractice or professional misconduct or any other causes in relation to or arising out of the treatment or examination of the Insured(s) under the terms of this Policy.

## **Sanction Limitation and Exclusion Clause**

It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:

- a) The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.
- b) Without prejudice to paragraph a) above, this Policy shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations.

## **Termination of Benefits**

Unless renewed by the Company, the benefits under this policy shall be terminated on the earlier of the following dates:

- a) at the expiry of the Period of Insurance (00:00 hour); or
- b) the Renewal date when the Insured attains or has attained the age of one hundred (100).

## **Termination of Policy**

This Policy shall automatically terminate on the earliest of the following:

- a) the last day of the Period of Insurance in which all Insureds have attained the age of one hundred (100);

- b) when the Policyholder cancels this Policy, or this Policy is cancelled due to non-payment of premiums or any circumstance as set out in the "Misstatement of Age and/or Sex" Clause or "Misrepresentation/Fraud" Clause of the General Conditions of these terms and conditions (as the case may be); or
- c) the date of death of the last remaining life insured under this Policy.

Immediately following the termination of this Policy, insurance coverage under this Policy shall cease to be in force. No unearned premium paid for the Period of Insurance of this Policy shall be refunded, unless specified otherwise.

## **Territorial Scope of Cover**

All benefits described in this Policy are applicable within the Hong Kong Special Administrative Region.

## **Waiver**

No waiver by any party of any breach by any other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof and any forbearance or delay by any party in exercising any of its rights hereunder shall not be construed as a waiver thereof, and the provisions of this Policy insofar as the same shall not have been performed as of the date of this Policy shall remain in full force and effect.

## **PREMIUM PROVISIONS**

### **Grace Period**

The Company shall allow a grace period of 30 days after the premium due date for payment of each premium. This Policy will continue to be in effect during the grace period. If the premium remains unpaid at the expiration of the grace period, this Policy shall lapse as from the premium due date.

### **Payment of Premiums**

The amount of premium payable is specified in the Schedule of Insured(s) or any endorsement attached to this Policy. The annual premium shall be paid in advance when due before any coverage under this Policy shall be provided.

Premium due dates, Renewal Dates and policy years are determined with reference to the Policy Effective Date as shown in the Policy Schedule. The first premium is due on the Policy Effective Date.

## **RENEWAL PROVISIONS**

### **Renewal**

The Policy, subject to the payment of premiums, shall be in force for one (1) policy year, from the Policy Effective Date to the day before the first anniversary of the Policy Effective Date.

At the expiry of this Policy, subject to the right of the Company to terminate this Policy and provided that the "All-In-One Outpatient Insurance" continues to be available for Renewal, this Policy shall be automatically Renewed for another policy year subject to the successful collection of premium at such rate or on such terms as the Company may determine depending on the benefits and the scope of coverage at the time of each renewal. Any renewal of this Policy shall be at the absolute discretion of the Company.

Notwithstanding anything to the contrary in this Policy, the Company has the right (i) to suspend or cease offering the

"All-in-one Outpatient Insurance"; and (ii) to revise the benefits, premiums, terms and conditions, and to make changes to this Policy.

In the event that the Policyholder disagrees with the Renewal, he may give a written notice to the Company within 30 days from the Renewal Date of this Policy ("Cooling-off Period") to cancel such Renewal. This Policy shall then be terminated at the expiry of the Period of Insurance immediately prior to such Renewal. The Policyholder will be entitled to a full refund of the premium paid for such Renewal, provided that no use of the medical card or medical check-up coupon has been made for receiving any medical services within such Cooling-off Period.

#### **Revision of Benefit Structure**

The Company reserves the right to revise the benefit structure under this Policy. The Company will give the Policyholder a written notice of not less than 30 days prior to the expiry of the Period of Insurance specifying the revised Schedule of Benefits, the new premium and its effective date. The revised Schedule of Benefits and new premium shall take effect on the Renewal Date or any other date as specified in the notice. This Policy shall automatically terminate on the next premium due date unless the Policyholder accepts the revised terms of the written notice and pays the premium. Following each revision, the revised Schedule of Benefits shall be issued together with an endorsement (if applicable).

#### **COVERAGE PROVISIONS**

Coverage provided under this Policy is subject to co-payment (if any), maximum benefits per year, waiting period and benefit level code applicable to the selected plan level as stated in the Schedule of Benefits, as well as the terms and conditions and exclusions of this Policy. In respect of Clinical Procedures, a waiting period of thirty (30) days applies such that no cover will be provided if the Insured undergoes a Clinical Procedure within the first thirty (30) days of the first Period of Insurance.

For the avoidance of doubt, all coverage provided under this Policy shall be provided through the use of a valid medical card, and the Company shall not be liable for any claim submitted by the Policyholder or Insured to the Company.

#### **PANEL NETWORK PROVISIONS**

The Panel Network and/or the Network Doctors listed in the doctor list as set forth in the Company's website may change from time to time at the Company's absolute discretion. The Company does not guarantee provision of services by a particular Panel Network and/or the Network Doctors listed on the doctor list.

Neither the Panel Network nor the Network Doctors is an employee or agent of the Company. The Panel Network and/or the Network Doctors shall provide the medical services to the Insured in their own professional capacities and competence. The Company assumes no responsibility for any professional negligence or otherwise in relation to the provision of medical services by the Panel Network and/or the Network Doctors to the Insured.

The Company shall not be liable for the failure or refusal of the Panel Network and/or the Network Doctors to make available any services to the Insured. The Panel Network and/or the Network Doctors shall be solely responsible for any services, treatment, advice, prescription, medication, products and/or goods supplied or provided to the Insured and the Company assumes no responsibility for the same.

The Panel Network and/or the Network Doctors has the right to impose extra charges on medical services provided to the Insured.

#### **MEDICAL CARD PROVISIONS**

1. The Company shall issue a medical card to the Insured upon the issuance of this Policy.
2. Subject to the terms and conditions of this Policy, the Insured shall (i) make an appointment with the Panel Network and/or the Network Doctor in advance; (ii) present the medical card for verification and registration; and (iii) settle any Co-payment and charges for any services not covered within the Schedule of Benefits directly with the Panel Network and/or the Network Doctor. The Policyholder and the Insured shall be liable to reimburse the Company immediately for all ineligible or excessive expenses incurred upon written demand. An interest will be charged at the prevailing interest rate on any amount that remains overdue for more than 30 days.
3. The Insured must present the medical card and his/her HKID card or passport to the Panel Network and/or the Network Doctor for identification at the time of medical services before consultation. Use of the medical card constitutes the Insured's acceptance of its terms and conditions. No medical service will be provided if the medical card is not presented on the date of treatment.
4. The medical card shall remain the property of the Company and is not transferable. The Insured shall assume full responsibility for any improper use of the medical card.
5. Upon Policy termination, the Policyholder and the cardholder(s) shall stop using the medical card(s). Otherwise, the Policyholder and the cardholder(s) shall be liable for any amount incurred after the date of Policy termination.
6. The Company does not interfere with the provision of medical services whether directly or indirectly, and is not liable for and cannot guarantee any medical decisions, results, or outcomes. The Physicians, Registered Medical Practitioners, Surgeons, Doctors, Chinese Medicine Practitioners, or other health care providers within the Panel Network are independent contractors in private practice and they are neither employees nor agents of the Company.
7. The Policyholder and the Insured(s)' use of the medical card for receiving medical services from the Panel Network shall constitute the Policyholder and the Insured(s)' agreement to forfeit immediately the Cancellation right set forth in the Policy.
8. The usage of the medical card should be subject to the terms and conditions for using the medical card as prescribed by the Company. Such terms and conditions shall form part of this Policy and the Company may amend such terms and conditions from time to time. For an updated version of such terms and conditions, please refer to <http://bluecross.com.hk/document/tnc/creditfacilitieservice>.

The Policyholder and the Insured shall be liable to the Company for any amount incurred as a result of the use of an unreturned, lost or stolen medical card. A handling fee will be charged for the replacement of a medical card.

- The Company may withdraw or suspend the use of medical card anytime upon written notice. Any matters and disputes in relation to the use of the medical card will be subject to the final decision of the Company.

## EXCLUSIONS

Unless expressly included in a Policy Schedule to the Policy or any endorsement to this Policy, the Company shall not cover the medical care, treatments, medications, items, sickness, activities and their related or consequential expenses incurred as result of :-

- Care or treatment for which payment is not required or payment has been made by any other insurance or indemnity covering the Insured.
- Congenital Conditions.
- Pre-existing Conditions.
- Long-term repeated medication that exceeds 3-day treatment. No medication will be provided for chronic disease treatments including but not limited to:
  - Acquired Immunisation Deficiency Syndrome (AIDS)
  - Alzheimer's Disease
  - Cancer
  - Chronic Bronchitis
  - Chronic Eczema
  - Chronic Hepatitis
  - Coronary Heart Disease, Heart Disease and Heart Failure
  - Diabetes Mellitus
  - Hyperlipidemia and Hypercholesterolaemia
  - Hypertension, Hyperthyroidism, Hypothyroidism, Migraine, Onychomycosis, Parkinson's Disease, Psoriasis, Renal Failure, Osteoporosis, Chronic Arthritis and Systemic Lupus Erythematosus.
- Any treatment for infectious diseases such as sexually transmitted diseases, and treatment of human immunodeficiency virus, venereal diseases, AIDS or AIDS-related complications and tuberculosis.
- Intentional self-inflicted injury or attempted suicide, while sane or insane.
- Disability arising out of excessive consumption of alcohol or narcotics or similar drugs or agents unless they had been prescribed by a Doctor for treatment of a covered Disability.
- Vaccinations, immunisations and any preventive treatment. Routine physical examinations, health check-ups or tests not recommended and referred by the Network Doctors.
- Cosmetic medical services e.g. Acne and Alopecia or plastic surgery for the purpose of beautification, eye refractions or eyesight test, hearing aids and prosthetic limbs.
- Pregnancy, childbirth (including surgical delivery), miscarriage, abortion and prenatal or post-natal care. Conditions arising from surgical, mechanical or chemical contraceptive methods of birth control or the reversal of birth control or treatment pertaining to infertility.
- Female hormonal tests or assays and female hormonal replacement therapy (unless resulting from a disease).
- War or any act of war, declared or undeclared, or active duty in the military, naval or air forces of any country or international authority.
- Dental care and treatment.
- Psychotic, psychological, mental or nervous disorders, and any physiological or psychosomatic manifestations thereof.
- Accidents, which arises directly or indirectly from any hazardous or professional sports.
- Specialised X-rays including but not limited to x-ray with contrast medium and mammogram, x-ray involving CAT scanning, computerized scanning, MRI and investigations or treatments involving radioactive isotopes. Specialised investigations including but not limited to ultrasound examination, echocardiogram, endoscopy and treadmill ECG.
- Any form of treatment not presently or universally available but which may become available subsequent to the contract and which may be highly expensive, for examples, medication for AIDS, medication costs for specific anti-viral agents, including interferon and anti-cancer.
- Medication on request including but not limited to holiday supply for visiting a malarial area.
- Tonic and nutrient herbs including but not limited to Bird's Nest, Ginseng and Lingzhi. Prepackage commercial health supplement, Tonic, appetite stimulants, depressants and any treatment or medication for weight control.
- Any clinical procedures that are not listed in the definition of "Clinical Procedures" under the "Definitions" section or those to be performed in a hospital.
- Any listed Clinical Procedures when conducted during the first thirty (30) days of the initial Period of Insurance.
- Expert consultation including but not limited to bonesetting, acupuncture, body and foot message, ear reflexology, moxibustion, cupping and scraping.
- Any treatment and/or medication prescribed during the Cooling-Off Period if the Policyholder decides not to Renew this Policy.
- Any treatment not undertaken by the Network Doctors or appointed Network Doctor's clinics.

## 一站式門診醫療寶條款及細則

### 保險條款

保單持有人與本公司均同意：

1. 本保單與本保單附載的任何批註須一併閱讀，並構成一份保單持有人與本公司之間的合約；
2. 已填妥並交回本公司的投保申請文件及聲明為本合約的依據，並視為已納入作本保單的一部分；
3. 受保人或代表受保人於投保申請文件及問卷或修訂內所作出之任何陳述，皆被視為申述，而非保證；
4. 在保單持有人已繳交全數首期保費及本公司已核准其投保申請文件的情況下，本保單將於保單資料頁內所列之保單生效日期起生效；及
5. 保單持有人須確保每名受保人知悉本保單之內容並恰當地遵從與其相關之條款及細則。

### 釋義

除非文意另有規定，本部分的定義適用於此條款及細則、保單資料頁、保障利益表、受保人附錄或本保單附載的任何批註內出現的下列詞語：

1. 「**意外**」指在受保期內，在可識別的時間內（瞬間或時刻）及地點所發生的一宗或連串突然或意想不到的、猛烈的、意外的、外在及可見的意外事故，導致身體受傷。
2. 「**年齡**」指最近受保期起始日的生日當天之年齡。
3. 「**投保申請文件**」指向本公司遞交的保單申請，包括但不限於投保申請表格、投保資格證明、任何向本公司提交的文件或資料，及任何就申請保單作出的陳述和聲明。
4. 「**兒童**」指任何：
  - a) 年齡已滿 15 天；
  - b) 從未結婚；
  - c) 在經濟上依賴受保人或保單持有人（按情況而定）；及
  - d) 18 歲以下；或 23 歲以下並於認可教育機構註冊為全日制學生。
5. 「**中醫師**」指任何 a) 根據《中醫藥條例》（香港法例第 549 章）於香港中醫藥管理委員會妥善註冊或如涉及香港以外地區，於當地擁有同等地位的機構註冊；及 b) 在受保人接受治療當地獲合法授權提供中醫治療的人士，惟受保人、其直系家庭成員或同住之人士則除外。
6. 「**門診手術**」 – 指於網絡醫生診所進行之下列任何手術：
  - 冷凍治療
  - 膿瘡/囊腫/血腫/血清腫的切割和排液/穿刺抽吸術
  - 切割及清除皮下組織的異物
  - 切除良性皮膚損害
  - 永久切除指甲/指甲基質
  - 楔形切除甲褶/撕脫嵌生趾甲的手術
7. 「**自付費用**」指根據保障利益表內規定由受保人自己承擔之可償費用。
8. 「**公司**」指藍十字（亞太）保險有限公司。
9. 「**先天性疾患**」：
  - a) 指出生時已存在以及出生後六個月內出現之身體異常；及
  - b) 包括但不限於以下傷病：
    - i) 八歲以下發生的各種症狀（受保期內因創傷引發的除外）；
    - ii) 癲癇（小發作或大發作）（受保期內因創傷引發的除外）；
    - iii) 斜視；
    - iv) 腦積水。
10. 「**傷病**」指疾病或受傷。
11. 「**可償費用**」指用於治療受保傷病的必需醫療服務費用，但不超過保障利益表內所指定之限額。
12. 「**受傷**」指直接及純粹因意外引致的任何身體損傷。
13. 「**受保人**」指已受保於本保單及姓名已被列入受保人附錄之內或以批註加入本保單內，且在有關事件發生前姓名尚未以批註被刪除的人士。
14. 「**必需醫療服務**」指包括傷病護理或治療之必需服務。此等服務必須根據認可健康護理專業標準，在香港特別行政區獲廣泛認為有效、適當及必要的。以下事項（不排除其他）將不被視為醫療必需的：
  - a) 不要求具有相關專業技術服務者所提供之服務；
  - b) 是為受保人、護理受保人之任何人士或受保人之任何家庭成員提供個人舒適或方便之服務及設施；

- 瘢痕疙瘩注射
- 修補表皮創傷
- 診所內敷藥
- 注射式硬化痔瘡治療
- 清除耳朵異物
- 清除嵌入性耳垢（洗耳）
- 抽吸式耳鼓膜穿刺術
- 以喉鏡清除異物
- 止鼻血
- 清除鼻腔異物
- 沖洗鼻竇
- 清除眼睛異物
- 清除眼挑針/眼瘡
- 清除眼瞼的害病
- 注射式清除肌腱鞘/韌帶/彈弓指/腱膜囊腫
- 抽吸及注射式關節穿刺

7. 「**自付費用**」指根據保障利益表內規定由受保人自己承擔之可償費用。

8. 「**公司**」指藍十字（亞太）保險有限公司。

9. 「**先天性疾患**」：

a) 指出生時已存在以及出生後六個月內出現之身體異常；及

b) 包括但不限於以下傷病：

i) 八歲以下發生的各種症狀（受保期內因創傷引發的除外）；

ii) 癲癇（小發作或大發作）（受保期內因創傷引發的除外）；

iii) 斜視；

iv) 腦積水。

10. 「**傷病**」指疾病或受傷。

11. 「**可償費用**」指用於治療受保傷病的必需醫療服務費用，但不超過保障利益表內所指定之限額。

12. 「**受傷**」指直接及純粹因意外引致的任何身體損傷。

13. 「**受保人**」指已受保於本保單及姓名已被列入受保人附錄之內或以批註加入本保單內，且在有關事件發生前姓名尚未以批註被刪除的人士。

14. 「**必需醫療服務**」指包括傷病護理或治療之必需服務。此等服務必須根據認可健康護理專業標準，在香港特別行政區獲廣泛認為有效、適當及必要的。以下事項（不排除其他）將不被視為醫療必需的：

a) 不要求具有相關專業技術服務者所提供之服務；

b) 是為受保人、護理受保人之任何人士或受保人之任何家庭成員提供個人舒適或方便之服務及設施；

- c) 受保人可在不用住院而其傷病可得到安全及足夠的治療的情況下，以住院病人身分獲得的服務及設施；或
- d) 超出用於安全及足夠治療受保人傷病的服務或設施費用的額外開支。

15. 「**網絡醫生**」指在醫療護理網絡提供的名單中列載的內科醫生、註冊醫生、外科醫生、醫生或中醫師，名單將不時更新。

16. 「**醫療護理網絡**」指與公司達成書面協議在保單生效日期後提供保障的個人及/或團體，包括內科醫生、註冊醫生、外科醫生、醫生、中醫師或其他健康護理者、專業人士或設施。

17. 「**受保期**」指本保單生效的期間，而「受保期」載明於保單資料頁或隨後附加於本保單的批註。

18. 「**保單**」指本公司承保及簽發的「一站式門診醫療寶」保險計劃，並作為保單持有人與本公司之間的整份保單合約，包括但不限於此條款及細則、投保申請文件、聲明、保單資料頁、保障利益表、受保人附錄及其附載的任何附件或批註，如適用。

19. 「**保單生效日期**」指保單資料頁指定的首個受保期的起始日，此保單將於該日生效。

20. 「**保單持有人**」指獲發本保單的人士。

21. 「**內科醫生、註冊醫生、外科醫生或醫生**」指 a) 具有西醫學位畢業； b) 在行醫的地理區域內持有執照或已註冊行醫；及 c) 在向受保人提供服務的地理區域內獲准依法行醫之人士，惟受保人、其直系家庭成員或同住之人士則除外。

22. 「**保單資料頁**」指附載於本保單的「保單資料頁」，並載列保單細節及受保期。

23. 「**受保前已存在之傷病**」指受保人在首個受保期前已存在的傷病，其徵狀或病徵為受保人已知道或應合理知道。

24. 「**處方藥物**」指沒有醫生處方不能合法獲取之藥物，而有關藥物特別由醫生處方用於治療受保傷病。

25. 「**續保**」或「**續保保單**」指未因先前保單期滿而有任何中斷之續保保單。

26. 「**續保日**」指本保單續保的日期，並為保單生效日期的每個週年日。

27. 「**保障利益表**」指附載於本保單的「保障利益表」，當中載列了保障利益的條件及其最高保障額（將不時修定）。

28. 「**受保人附錄**」指附載於本保單的「受保人附錄」，當中載列了每一名受保人的資料、其合資格的保障及保費詳情。

29. 「**疾病**」指受保期內由醫療護理網絡的內科醫生、註冊醫生、外科醫生、醫生或中醫師證實正常健康狀態因受到病理偏差之影響而表現出來的生理狀況。

## 一般條件

### 合約詮釋

- a) 在本保單中，表示單一性別的詞包含所有性別；單數詞包括複數含義，反之亦然。
- b) 所有標題乃為方便而設，不會影響對本保單的闡釋。
- c) 本保單內所有時間均指香港時間。

- d) 除非於本保單附載的批註內另有規定，若本保單與本公司其他文件之條款及細則出現任何抵觸，將以此條款及細則為準。
- e) 除非另有註解，否則本保單內所用之詞語具有此條款及細則之釋義部分所載明的涵義。
- f) 本保單之中文版本僅作參考。英文版本與中文版本之間如有任何差異，均以英文版本為準。

### 新增或刪除受保人

保單持有人可於提交續保申請時要求新增或刪除任何受保人，惟新增受保人必須獲得本公司批准。

所有未滿五歲的兒童必須與父母/監護人以同一保單受保。

### 保單更改

除非由本公司的授權代表正式簽署，否則有關於本保單（包括任何批註）的任何更改均屬無效。

### 取消保單

受限於本保單「醫療卡條文」第7段，保單持有人可連同健康檢查服務券（如有）以不少於7天的書面通知本公司退保，本公司便會在收到此書面通知後終止保單。若由保單持有人提出退保，該保單年期的保費將不獲退還。本公司保留可隨時發出三十日前之書面通知書終止本保單的權利。

本公司可因任何受保人未能遵從本保單的任何要求而取消其保障。為免存疑，就本保單之其他受保人而言，本保單於餘下之受保期仍然繼續生效。

### 個人詳情變動

保單持有人在受保期內，必須就受保人或保單持有人之地址、姓名或個人詳情的變動即時通知本公司。

### 保障更改

保單持有人如要求就本保單作出任何保障或承保範圍的更改，有關更改將於續保時或經本公司批准後生效。

### 文書錯誤

任何文書錯誤不會令生效的保單因而失效，或令失效的保單因而生效。

### 付款貨幣

本公司將按照保單資料頁內所指定的貨幣或如無指定則以港幣收取或繳付所有款項。所適用的貨幣兌換率由本公司參考現行的市場匯率後全權釐定。

### 規管法律

本保單於香港簽發，並受香港法律規管並按其詮釋。

### 責任

受保人及提出索償人士須適當遵守及履行本保單的條款及細則；及其在投保申請文件及聲明內容的真實性，乃本公司根據本保單承擔賠償責任的先決條件。

### 年齡界限

出生未滿十五天或年滿一百歲之人士皆不在此保單保障之列。

## 仲裁

由本保單引致的所有糾紛或爭議，均須根據《仲裁條例》（香港法例第 609 章）進行仲裁。若雙方未能就仲裁員的選擇達成協議，則由香港國際仲裁中心當時的主席指派一位仲裁員。

## 放棄索償

若本公司拒絕就本保單之索償作出賠償，而該項索償並未於拒絕賠償日期後 12 個月內由保單持有人及 / 或受保人根據上文交付仲裁，則該項索償就各方面而言將被視作放棄論，且日後不能再提出索償。

## 錯誤申報年齡及 / 或性別

在不損害本公司於失實陳述及/或欺詐情況下之權利，若受保人在投保申請文件或任何隨後向本公司提交的文件內錯誤申報年齡及 / 或性別，本公司可根據受保人的正確年齡及 / 或性別調整保費（不論過去或未來之保費）。除非已支付調整的保費，否則本公司將不會提供保障。

凡受保人之正確年齡或性別未能符合受保的資格，本公司有權宣告本保單無效或拒絕提供保障予受保人。

## 失實陳述及 / 或欺詐

本公司有權就下列任何一個情況發生而宣告保單為無效、暫停醫療卡之使用及 / 或拒絕提供任何本保單下之保障：

- a) 受保人在投保申請文件或其於投保申請時或其後任何時間所作之陳述或聲明中不正確地陳述或遺漏申報任何影響風險的重要事實；
- b) 藉任何失實陳述或隱瞞手段而獲得承保或續保；或
- c) 任何支持投保或索償時所作出之聲明或陳述並非屬實。

## 向公司呈報

本公司要求保單持有人及 / 或受保人呈報的所有資料須以書面形式致予本公司，並由本公司確定收妥。

## 保單權益及責任的解除

本公司將視保單持有人為本保單的絕對權益人，及本公司並無責任確認本保單中任何其他方在衡平法下的利益或其他利益。發放醫療卡予保單持有人或受保人，將視為本公司已充分及有效履行本保單的責任。

## 第三者權利

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

## 代位權

本公司有權以保單持有人及 / 或受保人的名義，對可能須就引致本保單提出索償的事故負上責任的第三者提出訴訟，有關費用將由本公司承擔，而所討回的款項亦歸本公司所有。在訴訟過程中，保單持有人及 / 或受保人須在追討行動中與本公司充分合作。

## 對第三者的訴訟

本保單中並無任何條款會令致本公司就保單持有人或受保人基於任何原因或理由蒙受損害因而對本保單所提名的（網絡）醫生、醫療護理網絡或醫院提出的訴訟負上責任、或須作出回應或答辯，這包括但不限於受保人根據本保單條款在接受治療或檢查時因疏忽、治療不當、專業失當或其他原因而引致的訴訟。

## 制裁限制及不保條款

儘管本保單有任何相反規定，特此聲明並同意：

- a) 如果保單持有人、受保人或其他與本保單有關的任何個人或實體令本公司面臨受到或即將受到根據聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制的風險（本公司認為）可能令本公司面臨受到或即將受到任何前述的制裁、禁制或限制的風險，則本公司可在發出由本公司決定的書面通知時或後隨時終止本保單（無論是否自本保單生效日起計）。此後，本公司無需再與保單持有人及 / 或受保人及 / 或其他與本保單有關的任何個人或實體進行任何業務往來，包括但不限於根據本保單支付或收取任何款項。
- b) 在不影響上文第 a) 段的前提下，如果提供保險、支付賠償或提供保障令本公司面臨受到聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制，或令本公司面臨受到任何前述的制裁、禁制或限制的風險，則本保單不應被視為提供保險，而本公司亦無責任支付任何賠償或提供任何保障。

## 保障終結

除非獲本公司續保，否則本保單的保障將於以下日期終結，以較早者為準：

- a) 於受保期到期時(00:00 時)；或
- b) 受保人的年齡達至或已達至 100 歲之續保日。

## 終止保單

本保單將在下列情況自動終止，以最早者為準：

- a) 所有受保人的年齡均達至 100 歲的受保期的最後一天；
- b) 當保單持有人取消本保單或當本保單因沒有繳付保費或根據此條款及細則一般條件中之錯誤申報年齡及 / 或性別條款或失實陳述及 / 或欺詐條款（按情況而定）所列的情形被取消；或
- c) 本保單最後一名在生之受保人身故當日。

當本保單在以上情況下終止，本保單內所有受保人的保障亦即告終止。除非已特別註明，任何於受保期內已繳付但未滿期的保費，將不獲退還。

## 保障地域範圍

若無特別聲明，本保單提述的所有保障適用於香港特別行政區。

## 寬免

任何一方寬免任何其他一方，允許其違反於此任何條款，不應視為獲得日後違反該條款或任何其他條款的寬免，而任何一方任何延期償付或延遲行使其下文之任何權利亦不應詮釋為相關寬免，再者，本保單內尚未履行的條款亦不應獲得履行寬免。

## 保費條款

### 寬限期

本公司給予 30 天繳付保費的寬限期，由每期保費之到期日起計。本保單將於寬限期內仍然生效。若在寬限期屆滿後仍未繳付保費，本保單即於保費到期日當天失效。

## 保費繳付方法

應付之保費金額載列於受保人附錄或本保單所附載的批註內。保費必須按年於到期日前繳付，本公司才會提供保障。

保費到期日、續保日及保單年度均由本公司參照保單資料頁內所載之保單生效日期而釐定。第一期保費將於保單生效日期到期。

## 續保條款

### 續保

在繳付保費後，保單有效期為一個保單年度（由保單生效日期起計至保單生效日期後首個保單周年日前一天）。

受本公司享有終止本保單權利之條款約束及「一站式門診醫療寶」仍可供續保的前提下，於保單期屆滿時，本保單將按本公司因應每次續保時所提供的利益及保障範圍而釐定的保費及施加的條款並在本公司成功收取保費後自動續保至下一個保單年度。本保單的任何續保由本公司全權決定。

儘管本保單有任何相反規定，本公司有權(i) 中止或停止發售本「一站式門診醫療寶」及(ii) 修改本保單之保障、保費、條款及細則，以及對本保單作出更改。

倘若保單持有人不同意續保，他可於本保單續保日當日起計 30 天內（「冷靜期」）向本公司發出書面通知以取消該續保，而本保單將會於緊接該續保前之受保期屆滿時終止。如於該冷靜期內沒有使用醫療卡或健康檢查服務券接受任何醫療服務，保單持有人將可獲全數退還就該續保已繳付之保費。

### 保障利益架構修訂

本公司將保留不時修訂本保單的保障利益架構的權利。本公司會於受保期到期前不少於 30 天以書面形式通知保單持有人有關修訂並列明經修訂的保障利益表、新保費及其生效日期。經修訂的保障利益表及新保費將於續保日或書面通知上所列之日期起生效。除非保單持有人接受該書面通知上所列明之條款並支付保費，否則本保單將於下一個保費到期日自動終止。於每次修訂後，本公司將發出經修訂的保障利益表及有關批註（如適用）。

## 保障條款

本保單下所提供的所有保障均受適用於保障利益表內所選計劃級別的自付費用（如有）、每年最高金額、等候期、保障級別代碼，以及本保單之條款及細則及不保事項的條文約束。門診手術的等候期為三十日，即表示若受保人於首三十日內進行門診手術，本保單則不提供保障。

為免生疑，本保單提供的所有保障均應通過使用有效的醫療卡提供，而本公司在任何情況下均不會對保單持有人或受保人向本公司提交的任何索償進行賠償或承擔責任。

## 醫療護理網絡條款

列載於本公司網頁內「醫生名單」中的醫療護理網絡及/或網絡醫生可在本公司絕對決定權下不時更改。本公司不保證「醫生名單」上的個別醫療護理網絡及/或網絡醫生提供服務。

醫療護理網絡及網絡醫生均非本公司之僱員或代理。醫療護理網絡及/或網絡醫生以其專業的身份及能力向受保人提供醫療服

務。本公司對任何醫療護理網絡及/或網絡醫生對受保人專業失職或任何與提供醫療服務相關的問題概不負責。

本公司對醫療護理網絡及/或網絡醫生無法或拒絕向受保人提供任何服務概不負責。醫療護理網絡及/或網絡醫生對其向受保人供應或提供之任何服務、治療、建議、處方、藥物、產品及/或商品單獨負上全責，本公司概不負責。

醫療護理網絡及/或網絡醫生有權向受保人徵收額外醫療服務費。

## 醫療卡條文

- 本公司在簽發此保單時將向受保人發放醫療卡。
- 受限於此保單之條款及條件，受保人需(i)先與醫療護理網絡及/或網絡醫生預約，(ii)出示醫療卡核實身份及登記，及(iii)直接向醫療護理網絡及/或網絡醫生繳交自付費用和沒有在保單保障利益表列明之服務之費用。保單持有人及受保人有責任於接獲書面要求後立即向本公司償還所有非可償費用或超額之費用。本公司將會就任何逾期超過 30 天之欠款按現行利率收取利息。
- 受保人在接受醫療服務時，須在診症前向醫療護理網絡及/或網絡醫生出示醫療卡及身份證或護照，以識別身份。使用醫療卡即表示受保人接受其條款及條件。如在接受治療當日不出示醫療卡，將不獲提供醫療服務。
- 醫療卡應視為本公司的財產，不得轉讓。受保人應對任何不當使用醫療卡的行為負上全責。
- 一旦保單終止，保單持有人及卡主應停止使用所有醫療卡。否則保單持有人及卡主須就保單終止後而招致的任何款項負責。
- 本公司不直接或間接干預所提供的醫療服務，並不負責及保證任何醫療決定、判病結果或後果。本醫療護理網絡內的內科醫生、註冊醫生、外科醫生、醫生、中醫師或其他健康護理者是私營的獨立承辦商，並非本公司的僱員或代理。
- 保單持有人及受保人使用醫療卡取得醫療護理網絡提供的醫療服務，即表示其同意立即放棄本保單內列明的退保權利。
- 使用醫療卡應受本公司所規定之使用醫療卡的條款及細則約束。該條款及細則將會構成本保單的一部分，本公司並會不時就該條款及細則作出修訂。有關條款及細則之最新版本，請參閱 <http://bluecross.com.hk/document/tnc/creditfacilitieservice>。
- 保單持有人及受保人須承擔任何因使用未退還、已遺失或遭盜竊之醫療卡所引致之費用，而本公司亦會就補發新醫療卡收取服務費用。
- 本公司可隨時發出書面通知以暫停或中止使用任何醫療卡服務。與使用醫療卡有關的任何事項及爭議均由本公司作最終決定。

## 不保事項

除保單利益表或本保單下之任何批註明確列明外，本公司概不支付因下列事項所引致的醫療護理、治療、藥物治療、項目、疾病、活動及其相關或連帶的費用：

1. 毋需付費或費用已由受保人的其他保險或賠償保障支付之護理或治療。
2. 先天性疾患。
3. 受保前已存在的傷病。
4. 長期重複進行的藥物治療，而療程超過三天。藥物治療保障將不適用於慢性疾病，包括但不限於下列各項：
  - i) 後天免疫力缺乏症（愛滋病）
  - ii) 老人癡呆症
  - iii) 癌症
  - iv) 慢性支氣管炎
  - v) 慢性濕疹
  - vi) 慢性肝炎
  - vii) 冠心病、心臟病及心臟衰竭
  - viii) 糖尿病
  - ix) 高血脂及高膽固醇血症
  - x) 高血壓、甲狀腺功能亢進、甲狀腺功能衰退、偏頭痛、甲癬、柏金遜症、牛皮癬、腎衰竭、骨質疏鬆、慢性關節炎及系統性紅斑狼瘡。
5. 傳染性疾病，例如：經由性接觸傳染的疾病，以及治療免疫力缺乏症病毒、性病、愛滋病或與愛滋病有關的併發症和肺結核之治療。
6. 蓄意自我毀傷或企圖自殺，不論當時神志是否清醒。
7. 過量服用酒精或毒品或類似藥物或藥劑引起的傷病，惟由醫生處方用於治療受保傷病的藥物除外。
8. 接種疫苗、防疫注射及任何預防治療。非由網絡醫生建議或轉介接受的例行身體檢查、健康檢查或檢驗。
9. 為美容目的而進行的醫療服務，例如：暗瘡和禿頭、整容或整型手術、眼球屈光或視力測試、助聽器及義肢。
10. 懷孕、分娩（包括手術分娩）、流產、墮胎及產前檢查或產後護理。因避孕手術、使用避孕器或避孕藥，或恢復受孕，或治療不育所引致的事故。
11. 女性賀爾蒙檢驗或化驗，及女性賀爾蒙取代療法（因疾病引致除外）。
12. 戰爭或任何軍事行動（包括已宣戰或未宣戰），或在任何國家或國際權力機構之海、陸、空部隊中服役。
13. 牙科護理及治療。
14. 精神、心理或神經錯亂，以及其引致的任何生理或心身現象。
15. 因危險或職業運動直接或間接造成的意外。
16. 專科 X 光檢查，包括但不限於乳房 X 光照片及 X 光造影、涉及電腦斷層掃描的 X 光檢查、電腦掃描、磁力共振掃描及利用放射性同位素的檢查或治療。專科檢驗，包括但不限於超聲波檢查、超聲波心動圖、內窺鏡檢查及運動心電圖。
17. 現時或普遍並無供應，但可能在合約訂立後推出的任何昂貴治療方式，例如治療愛滋病的藥物、個別抗病毒媒體如干擾素及抗癌藥物等治療費用。
18. 特別要求接受的藥物治療，包括但不限於前往瘡疾地區旅遊所須的藥物。
19. 所有補藥及營養草藥，包括但不限於燕窩、人參及靈芝。預先包裝售賣的健康補充劑、提神藥物、開胃劑、鎮靜劑及任何控制體重的治療或藥物。
20. 任何未有於釋義部分「門診手術」的定義中中列明的門診手術或於醫院進行的手術。
21. 首個受保期開始的首三十天內進行的已列明的門診手術。
22. 專業諮詢，包括但不限於跌打、針灸、身體及足部按摩、耳針、艾灸、拔火罐及刮痧。
23. 如保單持有人決定不再續保，在冷靜期處方的治療及 / 或藥物。
24. 非由網絡醫生或於網絡醫生診所提供的任何治療。

## Endorsement

Policy number:

Policyholder:

Policy Effective Date:

Name of the Plan: All-in-one Outpatient Insurance (the “**Plan**”)

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Unless otherwise defined herein, all capitalised terms used in this endorsement shall have the same meanings as defined in the terms and conditions for the Plan.

This endorsement shall be attached to and form part of the Policy, and all other terms, conditions and exclusions of the Policy, except as supplemented or amended by this endorsement, will remain unchanged and continue in full force and effect. To the extent that any provision of the Policy is inconsistent with any provision of this endorsement, the provisions of this endorsement shall prevail.

It is hereby declared and agreed that with effect from the date of this endorsement, the “Abandoned Claims” clause and the “Arbitration” clause in the Policy shall be deleted in their entirety and replaced respectively as follows:

### **“Abandoned Claims”**

If the Company disclaims liability for any claim under this Policy, and the Policyholder has not commenced any form of dispute resolution as described herein within 12 calendar months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.”

### **“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 Policyholder 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 Policyholder, before it is referred to a Hong Kong court. The Company and Policyholder agree to be subject to the exclusive jurisdiction of the Hong Kong courts.

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

No mediation, arbitration or court proceedings shall be commenced within the first 60 days from the date when all proof of claims as required by this Policy has been received by the Company.”

Except as herein stated, all other terms and conditions as stated in the Policy shall remain unchanged. In case of any discrepancy or conflict between the English and the Chinese versions of the Endorsement, the English version shall prevail.

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Authorised signature

Date:

## 批註

保單號碼:

保單持有人:

保單生效日期:

計劃名稱: 一站式門診醫療寶 (本計劃)

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除非本批註另有定義，否則本批註中所使用之所有定義詞語，均應具有與本計劃條款及細則中所定義相同之涵義。

本批註應附加於保單並構成其一部分，除本批註所補充或修訂的條款外，保單的所有其他條款、條件及不保事項將保持不變並繼續有效。如保單的任何條款與本批註的任何條款不一致，則以本批註的條款為準。

茲聲明並同意，自本批註之生效日期起，保單條款及細則內的「放棄索償」條款及「仲裁」條款將被完全地刪除，及分別取代如下：

### “放棄索償”

若本公司拒絕就本保單之任何索償作出賠償，而保單持有人並未於拒絕賠償日期後 12 個月內根據本保單展開任何排解糾紛程序，則該項索償就各方面而言將被視作放棄論，且日後不能再提出索償。”

### “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。本公司及保單持有人均同意香港法院擁有專有的司法裁判權。

雙方需要自行承擔另類排解糾紛程序的服務費用。

保單持有人及受保人不得在本公司收到所有根據本保單要求而提交的索償證明當日後的 60 天內就本保單向本公司展開調解、仲裁或法庭程序。”

除本文另有規定外，本保單列明的所有其他條款和條件均保持不變。如本批註的中文及英文版本存有任何差異或衝突，概以英文版本為準。

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授權人簽署

簽發日期: