

**Terms and Conditions for Bupa “KidShield Health Protection” applicable to students aged two (2) to thirteen (13) years old”:**

"KidShield Health Protection" ("Special Protection") is provided by Bupa (Asia) Limited ("Bupa" or "we" or "us"). The Special Protection is available for registration from 28 June 2021 to 30 June 2022 (both dates inclusive) ("Special Protection Period").

Eligibility

1. The Special Protection is only available to persons who have fulfilled all of the following eligibility criteria ("Qualified Insured Person"):
  - (a) on the date of registration, the person must be two (2) to thirteen (13) years old; and
  - (b) on the date of registration, the person is a Hong Kong resident with right of abode, right to land or valid permission to remain without any condition of stay (other than the limit of stay) in Hong Kong who is not holding visitor visas, two-way exit permits, student visas or who are dependents of student-visa / visitor-visa holders; and
  - (c) on the date of registration, the person is a student attending classes in
    - i. a local Primary School that is registered under the Education Ordinance (Hong Kong Law Chapter 279);
    - ii. a local Kindergarten that is registered under the Education Ordinance (Hong Kong Law Chapter 279); or
    - iii. other pre-primary institution locally that is registered under the Child Care Services Ordinance (CCSO) (Cap. 243).
2. The applicant must be the parent or legal guardian of the Qualified Insured Person who is eighteen (18) years old or above on the day of registration ("Subscriber") and completed all of the following registration requirements within the Special Protection Period:
  - (a) submitted an application to the Special Protection through Bupa’s designated website; and
  - (b) received a confirmation email from Bupa upon the approval of application with the coverage period stated thereunder.
3. Bupa reserves the right to decline any application without providing any reason.

Period of Cover

4. The Special Protection is only available from the date of successful registration as shown on the confirmation email issued by Bupa until 30 June 2022. Thereafter, the Special Protection shall terminate automatically after the coverage period.

Definitions

"Congenital Conditions"	Means medical abnormalities existing at the time of birth, regardless of whether they are known or unknown to the Qualified Insured Person or Subscriber. They shall include (but not to the exclusion of others which may medically be regarded as congenital conditions), strabismus (squint), hydrocephalus, undescended testicle, Meckel's diverticulum, flat foot, heart septal defect and indirect inguinal hernias.
"Developmental Conditions"	Means abnormal development compared to what is expected at the given age level or stage of development. These impairments or disabilities originate before the age of eighteen (18), may be expected to

	<p>continue indefinitely, and constitute a substantial impairment. Biological and non-biological factors are involved in these disorders. They shall include (but not to the exclusion of others which may medically be regarded as developmental conditions) language and learning disorders, autism and mental retardation.</p>
<p>“Designated Infectious Diseases”</p>	<p>Means a confirmed case of Infectious Diseases as defined by the Centre for Health Protection and was diagnosed by a registered medical practitioner with relevant inspection report. For the purpose of this Special Protection, only the following “Designated Infectious Diseases” are included:</p> <ul style="list-style-type: none"> <li>• Hand, Foot and Mouth Disease</li> <li>• Severe Acute Respiratory Syndrome (SARS) (SARS CoV-1)</li> <li>• Scarlet Fever</li> <li>• Measles</li> <li>• Coronavirus (Covid-19) (SARS-CoV-2)</li> <li>• Pneumococcal Infection / Invasive Pneumococcal Disease</li> <li>• Rotavirus Infection</li> <li>• Norovirus Infection</li> </ul>
<p>“Medically Necessary”</p>	<p>Means the necessity to have a treatment, medical service or medication which is:</p> <ol style="list-style-type: none"> <li>(a) consistent with the diagnosis and customary medical treatment for the condition at a Normal and Customary charge;</li> <li>(b) in accordance with standards of good and prudent medical practice;</li> <li>(c) necessary for such a diagnosis or treatment;</li> <li>(d) not furnished primarily for the convenience of the Member, Registered Medical Practitioner, Physiotherapist, Anaesthetist or any other medical service providers;</li> <li>(e) furnished at the most appropriate level which can be safely and effectively provided to the Member; and</li> <li>(f) with respect to Hospital Confinement, not furnished primarily for diagnostic scanning purpose, imaging examination or physical therapy.</li> </ol> <p>For the purposes of interpreting “standards of good and prudent medical practice”, Bupa shall consider the following:</p> <ol style="list-style-type: none"> <li>I. standards that are based on clinically proven evidence in appropriately reviewed, independent medical journals;</li> <li>II. relevant specialty body recommendations; and/or</li> <li>III. the views of specialists practising in the relevant clinical area.</li> </ol>
<p>“Hereditary Conditions”</p>	<p>Means medical conditions genetically transmitted from parent to offspring.</p>
<p>“Hospital”</p>	<p>Means any establishment recognised, constituted and registered as a hospital under the laws of the territory in which that establishment is situated to provide medical services for the sick, the injured or those who require medical treatment, and which has government approved facilities for diagnosis, major surgery and provides twenty-four (24) hours a day nursing services by Qualified Nurses and is under the regular care and attendance of Registered Medical Practitioners.</p> <p>“Hospital” does not include any establishment or that portion of any establishment which is operated as a convalescent or nursing home, rest home, home for the aged, or any establishment for rehabilitation of</p>

	alcoholics or drug addicts, or any similar purpose.
“Hospital Confinement” or “Confined”	Means confinement in a Hospital as an in-patient for western medicine and surgical services as a result of a Medically Necessary condition and recommended by a Registered Medical Practitioner. For the purpose of this Special Protection, the Member must stay in the Hospital for the entire period of confinement and room and board charges must be incurred.
“Registered Medical Practitioner”	Means any person (other than the Member himself, his relatives, family or business partners unless approved by Bupa) who is legally authorised in Hong Kong or any other place where medical expenses are incurred to render western medicine and surgical services and has qualifications at least equivalent to those of a medical practitioner registered pursuant to the Medical Registration Ordinance (Chapter 161, Laws of Hong Kong).
“Qualified Nurse”	Means a nurse (other than the Member himself, his relatives, family or business partners unless approved by Bupa) who is legally registered in Hong Kong or any other place where medical expenses are incurred to render nursing services and has qualifications at least equivalent to those of a nurse registered or enrolled pursuant to the Nurses Registration Ordinance (Chapter 164, Laws of Hong Kong) and “nursing” shall be construed accordingly.

### Benefits

5. The benefits described below are only applicable to the Qualified Insured Person with such benefits expressly stated on the confirmation email issued by Bupa. Benefits shall be payable for receiving Medically Necessary western medicine, surgical services or Hospital Confinement in respect of Designated Infectious Diseases during the coverage period as shown in the confirmation email issued by Bupa.

### **6. Hospital Cash Benefit**

This Benefit shall be payable if the Qualified Insured Person is Confined to a Hospital in Hong Kong due to Designated Infectious Diseases on the conditions that: -

- (a) it is Medically Necessary to hospitalised for at least six (6) consecutive hours with room and board fees charged by the Hospital on the costs of accommodation and meals for the purpose of receiving Medically Necessary treatment for Designated Infectious Diseases;
- (b) the Confinement is not for clinical diagnostic purpose only; and
- (c) it is not admitted for suspected / highly suspicious case and ultimately it is confirmed not to be a Designated Infectious Diseases case.

The Hospital Cash Benefit payable shall be subject to HK\$800 per day for each day of Hospital Confinement and up to a maximum of thirty (30) days throughout the coverage period.

### **7. Companion Bed Subsidies**

If the Hospital Cash Benefit is payable under Clause 6 above, this benefit shall be payable in the event of the Qualified Insured Person is being Confined in Hong Kong due to Designated Infectious Diseases and incurred charges for companion bed. The companion bed benefit will be HK\$450 per day for companion bed up to a maximum of thirty (30) days throughout the coverage period.

8. If the Qualified Insured Person had experienced Designated Infectious Diseases or any of its symptoms before the coverage period of this Special Protection, there shall be no benefits payable under this Special Protection.

#### Claims

9. The Qualified Insured Person must submit a claim for the Special Protection using Bupa's designated claim form and provide the required supporting documents. For the purpose of this Special Protection, below documents from hospital would be required:

- (a) All payment receipts showing the itemized charges of hospital service and companion bed together with diagnosis;
- (b) Hospital Authority discharge summary / discharge slip with diagnosis (if any); and
- (c) Relevant inspection report of confirmed designated infectious diseases.

Bupa may request for further certificates, information and evidence for processing the claims.

10. All necessary copies of documents must be furnished by the Subscriber within ninety (90) days after the Qualified Insured Person discharged from Hospital to which the claim relates, otherwise Bupa may reject such claim at its absolute discretion without assigning any reasons.

#### Exclusion

11. Unless this Special Protection expressly provides to the contrary, Bupa shall not be liable to pay any benefits under this Special Protection in relation to Hospital Confinement or expenses incurred directly or indirectly in connection with and / or for, or in relation to any and all of the following:

- (a) Any pre-existing conditions, including Designated Infectious Diseases that has existed or presented with any of its symptoms before the coverage period of this Special Protection.
- (b) Treatment, medical service, medication or investigation which is not Medically Necessary.
- (c) Any charges for accommodation, nursing and services received in health hydros, nature cure clinics, convalescent home, rest home, home for the aged or similar establishments.
- (d) Congenital Conditions, Developmental Conditions or Hereditary Conditions.
- (e) Sexually transmitted (venereal) diseases or their sequel.
- (f) Treatment arising from or relating to:
  - i. Misuse or overdose of drugs or being under the influence of alcohol, self-inflicted injuries or attempted suicide;
  - ii. Any illness or injury resulting from participation in criminal activities; or
  - iii. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or terrorist acts.
- (g) Alternative treatment including but not limited to Chinese medicines treatment, acupuncture, acupressure, Tui Na, hypnotism, rolfing, massage therapy, aromatherapy.
- (h) Organ or tissue transplantation surgery of which the Qualified Insured Person is a donor.

- (i) Hospital Confinement primarily for diagnostic scanning, X-ray examinations or physiotherapy treatment which can be delivered as outpatient treatment.

#### General Provisions

- 12. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong. The parties agree to submit to the exclusive jurisdiction of the Hong Kong courts for any disputes arising from these terms and conditions.
- 13. We reserve the right to change these terms and conditions, including the termination of the Special Protection, at any time without notice. In case of any objections or disputes, we have the final decision.
- 14. Bupa shall not accept any liability under these terms and conditions unless the terms relating to anything to be done or not to be done are duly observed and complied with by the Subscriber and the Qualified Insured Person, and the information and representations made in the application and declaration are correct.
- 15. In case of discrepancies between the English and Chinese versions of these terms and conditions, the English version shall prevail.
- 16. A time of day is a reference to the time in Hong Kong.

(last updated on 17 June 2021)

## 保柏「小孩有保」健康保障計劃（適用於二(2)至十三(13)歲之學生）的條款及細則：

「小孩有保」健康保障計劃（「特別保障」）由保柏（亞洲）有限公司（「保柏」或「我們」）提供。特別保障之申請日期由 2021 年 6 月 28 日起至 2022 年 6 月 30 日（首尾兩日包括在內）（「特別保障期」）。

### 合資格人士

1. 特別保障只適用於符合以下所有條件之人士（「合資格受保人」）：
  - (a) 登記時年齡必須為二(2)至十三(13)歲；及
  - (b) 登記時必須為香港特區永久性居民，擁有香港居留權、入境權或不附帶任何逗留條件（逗留期限除外）的有效香港居留許可（持旅遊簽證、雙程證、學生簽證的學童，或其父/母以學生簽證或旅遊簽證留港的學童並不符合申請資格）；及
  - (c) 必須於登記時，就讀於：
    - i. 本地註冊小學（根據《教育條例》香港法例第 279 章）之學生；
    - ii. 本地註冊幼稚園（根據《教育條例》香港法例第 279 章）之學生；或
    - iii. 本地註冊學前機構（根據《幼兒服務條例》香港法例第 243 章）之學生。
2. 申請人必須為合資格受保人之家長或監護人並於登記時年滿十八(18)歲或以上，（「投保人」），並於特別保障期內完成以下登記條件：
  - (a) 經保柏指定的網上登記表格向保柏提供全部所須之登記資料；及
  - (b) 登記成功批核並收到由保柏發出確認電郵以列明保障期。
3. 保柏保留權利拒絕任何申請並且不需要提供任何原因。

### 保障期

4. 特別保障由登記成功當天起生效（顯示於保柏的確認電郵），直至 2022 年 6 月 30 日。此特別保障將於保障期結束後自動終止。

### 定義

先天性疾病	指自出生已存在之醫學異常，不論合資格受保人或投保人知道與否。這包括（但不排除在醫學上被視為先天性疾病之其他病症）斜視、腦積水、睪丸未降、美克爾氏憩室、扁平足、心間隔缺損及腹股溝斜疝（小腸氣）。
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發育異常	指相較於同年齡或同發育階段之預期發育情況而出現之發育異常。這些缺陷或殘障出現於18歲之前，並可能預期會不確定的延續下來，從而造成實質上的損害。這些障礙情況包含生物性及非生物性的因素在內。這包括（但不排除醫學上被視為發育異常的其他病症）語言及學習障礙、自閉症及智力遲鈍。
指定傳染病	<p>傳染病是指根據衛生防護中心定義為傳染病之確診個案，並由註冊醫生及相關檢查報告確認。根據特別保障所訂，指定傳染病只包括以下：</p> <ul style="list-style-type: none"> <li>● 手足口病</li> <li>● 嚴重急性呼吸系統綜合症（「沙士」）(SARS CoV-1)</li> <li>● 猩紅熱</li> <li>● 麻疹</li> <li>● 2019 冠狀病毒病 (Covid-19) (SARS-CoV-2)</li> <li>● 肺炎球菌感染 / 侵入性肺炎球菌病</li> <li>● 輪狀病毒感染</li> <li>● 諾如病毒感染</li> </ul>
醫療必需	<p>指醫療上必需的治療、醫療服務或藥物：</p> <p>(a) 以正常及慣常費用就病症之診斷提供相應之治療；</p> <p>(b) 符合良好及謹慎的醫療標準；</p> <p>(c) 就有關診斷或治療而所需的；</p> <p>(d) 非純為會員、註冊西醫、物理治療師、麻醉科醫生或任何其他醫療服務供應商提供方便；</p> <p>(e) 以最合適之程度向會員提供安全及有效的治療；及</p> <p>(f) 住院非純為診斷掃描目的、影像學檢驗或物理治療。</p> <p>就「良好及謹慎的醫療標準」之詮釋，保柏將會考慮以下事項：</p> <p>I. 醫療標準為必須經過適當審查的獨立醫學期刊中臨床證明所界定；</p> <p>II. 相關專業機構的建議；及/或</p> <p>III. 相關臨床領域執業的專家意見。</p>
遺傳性疾病	指通過基因由父母遺傳給子女的疾病。
醫院	指任何根據當地之法律承認、成立及註冊作醫院的機構，以對患病、受傷、或需要醫學治療人士提供醫療服務。該機構必須有政府批核的醫療設備，包括能進行診斷、大型手術及提供 24 小時由註冊護士執行的看護服務，並有註冊西醫駐診。任何以療養院、護理中心、老人院、濫用藥物或酗酒復康中心方式營運的機構（包括位於醫院中的同類型部門）或任何類似用途的機構均不包括在內。
住院	指由註冊西醫轉介以病人身份接受以西方醫療及外科手術服務的醫療必需之住院。根據特別保障所訂，會員必須在整個入院時段都住在醫院內，而同時醫院有向會員收取住房及膳食費。

註冊西醫	指於香港或引致醫療費用的任何其他地方擁有最少等同香港法例第 161 章《香港醫生註冊條例》下的註冊西醫資格並提供西方醫療及外科手術服務的任何法定認可人士（會員本身、其親屬、家人或業務伙伴除外，除非經保柏批准）。
合資格護士	指於香港或引致醫療費用的任何其他地方擁有最少等同香港法例第 164 章《護士註冊條例》下的註冊或登記護士資格並從事護理病人服務的法定註冊的護士（會員本身、其親屬、家人或業務伙伴除外，除非經保柏批准），「護理」一詞應按此詮釋。

## 保障

5. 以下保障只適用於保柏確認電郵內已明確列明有關保障的合資格受保人。於保柏確認電郵內列明的保障期內，如合資格受保人感染指定傳染病而接受醫療必需的西方醫療、外科手術服務或住院，保柏將向合資格受保人作出賠償。

### **6. 住院現金保障**

如合資格受保人因感染指定傳染病，必需於香港入住醫院，保柏將向合資格受保人提供住院現金保障，前提是—

- (a) 因感染指定傳染病而必要入住醫院最少連續六(6)個小時以接受醫療必需治療，並被收取病房及膳食費；
- (b) 住院並非僅作臨床診斷為目的；及
- (c) 非因疑似/高度懷疑個案而入院，及最終並未被確認為指定傳染病個案。

保柏將向合資格受保人支付每天住院港幣八百(800)元的住院現金保障，整個保障期內最多三十(30)天為限。

### **7. 陪床資助保障**

若根據以上條款及細則第(6)節獲得住院現金保障賠償，合資格受保人因感染指定傳染病需要於香港住院，並產生陪床費用情況下，此保障將作出賠償。合資格受保人可獲的陪床資助保障為每天港幣四百五十(450)元，整個保障期內最多三十(30)天為限。

8. 如合資格受保人於保障期前已感染指定傳染病或出現相關病徵，保柏本則不會賠償此特別保障。

## 索償

9. 合資格受保人須使用保柏指定的索償表格提交特別保障之索償申請，並提供所需的證明文件。就此特別保障亦需要提供以下由醫院發出的文件：

- (a) 所有收據副本以證明住院、陪床各項費用及診斷紀錄；
- (b) 醫院管理局發出的出院撮要 / 診斷結果出院紙 (如有)；及

(c) 感染指定傳染病之相關檢查報告。

保柏可能要求更多證明書、資料及證據以審批索償。

10. 所有有關該索償的所需文件副本須由投保人於合資格受保人出院後九十(90)天內遞交，否則保柏有權在不提供任何理由下拒絕該項賠償。

#### 一般不保事項

11. 除本特別保障另有特別註明，否則保柏將不會賠償因下列情況直接或間接引致住院或與之相關的生所需費用：

- (a) 任何已存在病症，包括合資格受保人於保障期前已感染指定傳染病或出現相關病徵。
- (b) 不是醫療必需的治療、醫療服務、藥物或檢驗。
- (c) 在水療中心、天然治療中心、康復院、療養院、老人院或類似機構所提供之住宿、護理或服務的費用。
- (d) 先天性疾病、發育異常或遺傳性疾病。
- (e) 性病及其後遺症。
- (f) 任何因下列情況直接或間接引致的治療：
  - i. 誤用或服用過量藥物或受酒精影響、蓄意自傷身體或意圖自殺；
  - ii. 任何因參與犯罪活動而引致之疾病或損傷；或
  - iii. 因戰爭、入侵、外敵行動、開戰（不論是否已宣戰）、內戰、暴動、革命、叛亂或軍人奪權、恐怖活動。
- (g) 另類治療，包括但不限於中藥治療、針灸、穴位按摩、推拿、催眠治療、羅爾夫按摩療法、按摩治療、香薰治療。
- (h) 合資格受保人以捐贈者身份進行器官或組織移植的手術。
- (i) 住院之主要原因為接受診斷掃描、X 光檢查或物理治療，而有關檢查或治療本可透過門診進行。

#### 一般條文

13. 此等條款及細則受香港法律管轄及闡釋。凡由此等使用條款引起的任何爭議，各方皆同意受香港法院的專屬司法管轄權管轄。

14. 我們有權隨時更改此條款及細則（包括終止特別保障）而毋須另行通知。如有任何異議或任何爭議，我們擁有最終決定權。

15. 投保人及合資格受保人必須遵守本條款及細則的各項，並確定投保申請文件及聲明中的資料及申述均為正確，否則保柏將無須承擔本條款及細則所訂明的任何責任。

16. 如本條款及細則之中，中文版與英文版有任何差異，概以英文版本為準。

17. 所列時間均為香港時間。

( 最後更新日期 2021 年 6 月 17 日 )