

**Terms and Conditions for “COVID-19 Vaccination Side-effect Free Hospital Cash Protection applicable to Quality HealthCare Medical Centres selected customers”:**

"COVID-19 Vaccination Side-effect Free Hospital Cash Protection" ("Special 'Protection") is provided by Bupa (Asia) Limited ("Bupa" or "we" or "us") to Qualified Insured Person (defined below) who had received COVID-19 vaccination during the period from 26 April 2021 to 30 September 2021 (both dates inclusive) ("Coverage Period").

Eligibility

1. The Special Protection is only available to persons who have fulfilled all of the following eligibility criteria ("Qualified Insured Person"):
  - a. aged 18-55 at the time of registration;
  - b. received an Approved Vaccination at [designated Quality HealthCare medical centres](#) (the "Centres") during the Coverage Period;
  - c. registered the Special Protection and provided all required registration information through Bupa's designated online registration form within two (2) days after receiving an Approved Vaccination at the Centres. Once registered, it is not required to register again for subsequent or booster doses received at the Centres;
  - d. online registration has been successfully approved by Bupa with a confirmation email duly received; and
  - e. provided a Vaccination Record to show that an Approved Vaccination was received at the Centres when making a claim.

Period of Cover

2. The Special Protection is only available from the date of receiving an Approved Vaccination (including first dose, subsequent dose or booster dose) at the Centres until fourteen (14) days after receiving an Approved Vaccination. Thereafter, the Special Protection shall be lapsed automatically.

Definitions

"Adverse Event Following Immunization (AEFI)"	<p>As defined by the World Health Organisation, Adverse Event Following Immunization (AEFI) means any untoward medical occurrence which follows immunization and which does not necessarily have a causal relationship with the usage of the Approved Vaccine. The adverse event may be any unfavourable or unintended sign, an abnormal laboratory finding, a symptom or a disease. Such event can be grouped into five categories namely vaccine product-related reaction, vaccine quality defect-related reaction, immunization error-related reaction, immunization anxiety-related reaction and coincidental event.</p> <p>Adverse Event Following Immunization (AEFI) can be manifested in the form of below reactions:</p> <ul style="list-style-type: none"><li>• Allergic reactions (such as anaphylaxis; wheezing or shortness of breath due to bronchospasm, swelling of mouth or throat; skin manifestation such as hives and pruritus; or facial or generalised oedema)</li><li>• Local reactions (such as abscess, or redness, pain, swelling at inject site/ that extend beyond the nearest joint)</li><li>• Systematic reaction (such as high fever of greater than 39°C or 102.2°F, sepsis, rash, fatigue)</li><li>• Neurological disorders (include seizures, encephalopathy, meningitis, encephalitis, brachial neuritis and Guillain-Barre Syndrome)</li></ul>
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	<p>For the avoidance of doubt, any subsequent infection with coronavirus (COVID-19) after vaccination (due to ineffectiveness of the vaccine or whatever reasons) shall not be regarded as Adverse Event Following Immunization (AEFI).</p>
“Approved Vaccinations”	<p>Only applicable to coronavirus (COVID-19) vaccines prescribed by a Registered Medical Practitioner and administered by the same or a Qualified Nurse or government appointed medical staff in any public Hospital, private Hospital, registered medical practitioner clinic or at local government appointed location. For the purpose of immunization and not correlated to vaccines administered after the onset of infection, the vaccination, including the first dose, subsequent doses and booster doses must be approved by the United States Food and Drug Administration (FDA) or equivalent accredited health authorities with similar medical recognition standing at worldwide, continental, country or local government levels.</p>
“Medically Necessary”	<p>Means the necessity to have a treatment, medical service or medication which is:</p> <ul 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> </ul> <p>For the purposes of interpreting “standards of good and prudent medical practice”, Bupa shall consider the following:</p> <ul 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> </ul>
“Hospital”	<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 alcoholics or drug addicts, or any similar purpose.</p>
“Hospital Confinement”	<p>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.</p>

"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

3. Within the period of cover as stated in Clause 2 above, if a Qualified Insured Person manifests the onset of AEFI or any of its symptoms within fourteen (14) days after receiving an Approved Vaccination, including the first dose, subsequent doses and booster doses, the Qualified Insured Person will be eligible for the Special Protection which will include a payment of HK\$800 per day for each day of Hospital Confinement up to a maximum of forty-five (45) days on the conditions that: -
  - (i) 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 treatment for AEFI;
  - (ii) the Confinement is not for clinical diagnostic purpose only;
  - (iii) it is not admitted for suspected / highly suspected AEFI and ultimately it is confirmed not to be an AEFI case; and
  - (iv) the place of Confinement is within the geographical coverage under Hospital and Surgical Benefits of the Plan.
4. If the Qualified Insured Person had experienced AEFI or any of its symptoms before the period of cover as stated in Clause 2 above, there shall be no Special Protection made available.
5. In the event the Qualified Insured Person is also a Bupa Member and eligible for other free hospital cash coverage offered by Bupa, only one free hospital cash benefit shall be payable for each day of Confinement. For the avoidance of doubt, each Qualified Insured Person will be paid a maximum HK\$800 free hospital cash for each day of Confinement notwithstanding that more than one protection can be claimed at the same time.

### Claims

6. 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, proof of Approved Vaccination received at the Centres such as vaccination records would be required. Bupa may request for further documents in relation to vaccination, examination result and medical history for processing the claims.
7. All necessary copies of documents must be furnished by or on behalf of the Qualified Insured Person within one hundred and eighty (180) days after discharge from Hospital to which the claim relates, otherwise Bupa may reject such claim at its absolute discretion without assigning any reasons.

#### General provisions

8. 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.
9. 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.
10. In case of discrepancies between the English and Chinese versions of these terms and conditions, the English version shall prevail.

(last updated on 16 April 2021)

## 保柏「新冠疫苗副作用」免費住院現金保障（適用於卓健醫療中心特選客戶）的條款及細則：

「新冠疫苗副作用」免費住院現金保障（「特別保障」）由保柏（亞洲）有限公司（「保柏」或「我們」）提供給於 2021 年 4 月 26 日起至 2021 年 9 月 30 日（首尾兩日包括在內）（「保障期」）注射認可疫苗之合資格受保人（定義如下）。

### 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. 登記時為 18-55 歲；
  - b. 保障期內於指定卓健醫療中心（「醫療中心」）注射認可疫苗；
  - c. 於醫療中心注射認可疫苗（包括首劑、後續劑及加強劑）後兩天內登記特別保障，並於指定的網上登記表格向保柏提供全部所須之登記資料。成功登記後，無需於在醫療中心接種後續劑及加強劑後再次登記；
  - d. 網上登記成功被保柏接納並收到確認電郵；及
  - e. 於索償時提供疫苗接種紀錄以證明於醫療中心注射認可疫苗。

### 保障期

2. 保障期由於醫療中心接種認可疫苗（包括首劑、後續劑及加強劑）當天起生效，直至接種認可新冠疫苗後的十四天。此特別保障將於保障期後自動終止。

### 定義

接種疫苗後的不良反應（AEFI）	<p>根據世界衛生組織，接種疫苗後的不良反應（AEFI）是指任何於接種認可疫苗後出現的特殊醫學狀況，但不一定由於接種認可疫苗所致。不良反應可包括任何不利或非預期的症狀，異常的化驗結果、症狀或疾病。該反應可歸納為疫苗產品相關反應、疫苗質量瑕疵相關反應、錯誤接種疫苗相關反應、疫苗接種導致焦慮相關反應，及與接種疫苗相關的巧合事件五類。</p> <p>接種疫苗後的不良反應（AEFI）可以以下列反應形式出現：</p> <ul style="list-style-type: none"><li>● 過敏性反應（如過敏反應；因支氣管痙攣、口腔或喉嚨腫脹引起的喘息或呼吸急促；皮膚出疹和痕癢等表現；或面部或全身性水腫）</li><li>● 局部性反應（如膿腫、注射位置 / 該位置延伸到最近的關節泛紅、疼痛、腫脹等）</li><li>● 系統性反應（如發高燒達 39°C 或 102.2°F 以上、敗血症、皮疹、疲勞等）</li><li>● 神經性反應（包括癲癇、腦病、腦膜炎、腦炎、臂神經炎及格林巴利-綜合症）</li></ul> <p>為免存疑，於接種疫苗以後（由於疫苗無效或任何原因）仍感染冠狀病毒（COVID-19）均不應視作接種疫苗後的不良反應（AEFI）。</p>
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認可疫苗	只適用於由註冊醫生處方的冠狀病毒 ( COVID-19 ) 疫苗，及經由註冊醫生或合資格護士或政府委任的醫務人員在任何公立醫院、私家醫院、註冊診所或政府指定地點進行注射。以免疫為目的並與感染後接種的疫苗無關，該疫苗 ( 包括首劑、後續劑及加強劑 ) 均須受美國食品藥品監督管理局，或具有全球、區域、國家或本地同等醫療認可的健康機構衛生部門認可。
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>
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。根據合約所訂，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

3. 於以上條款及細則第(2)節所列的保障期內，如合資格受保人於注射認可疫苗（包括首劑、後續劑及加強劑）後十四天內，出現接種疫苗後的不良反應或其任何徵狀，保柏將向合資格受保人支付每天住院港幣八百(800)元的特別保障，最多四十五(45)天為限，前提是—
  - (i) 醫療必需入住醫院最少連續六(6)個小時以接受治療不良反應為目的，並被收取病房及膳食費；
  - (ii) 住院並非僅作臨床診斷為目的；
  - (iii) 非因疑似/高度懷疑不良反應而入院，及最終並未被確認為接種疫苗後的不良反應個案；及
  - (iv) 住院的地方符合計劃內住院及手術保障的地域範圍。
4. 倘若合資格受保人於以上條款及細則第(2)節所列的保障期前已出現接種疫苗後的不良反應徵狀及病徵，此特別保障將不會作出任何賠償。
5. 如合資格受保人為保柏會員，並有資格享有其他保柏提供的免費住院現金保障，住院期間每天只可獲一項免費住院現金保障。為免存疑，每名合資格受保人即使同時符合多於一項特別保障，住院期間每天最多只可獲港幣八百(800)元的免費住院現金。

## 索償

6. 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於醫療中心接種認可疫苗的證明，例如疫苗注射記錄。保柏可能要求額外與疫苗接種、檢測報告和病歷相關的文件以審批索償。
7. 所有有關該索償的所需文件副本須由會員或其代表於出院後一百八十(180)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。

## 一般條文

8. 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。
9. 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。
10. 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。

(最後更新日期 2021 年 4 月 16 日)