



保柏卓康健
Bupa CarePro

醫療保險合約
Health Insurance
Contract

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據本合約所訂之條款保柏謹簽發本合約予投保人並同意根據保障金額表支付有關保障予投保人；在保費成功收訖及已提交申請表予保柏之情況下，保柏將同意發出此合約並根據合約條款提供保障給投保人：

一般條款

在詮釋本合約時：

- (a) 稱為同類規則的規則不適用，因此，以「其他」一詞引述的一般詞語，不應由於前文有顯示特定行為、事項或事物類別的詞語而被賦予限制性的涵義；
- (b) 一般詞語不應由於隨後有擬由該一般詞語包含的特定例子而被賦予限制性涵義；
- (c) 本合約內的標題僅供參考之用，不應影響本合約任何條款的解釋及應用；及
- (d) 所提述的「本合約」或「合約」應指可不時修訂的本合約。所提述的項、節及表指本合約的項、節及表。

1. 定義

本合約內凡有關詞語之單數字詞將包含眾數意義而相反亦然；另含陽性的字詞將包含陰性及中性；同時，除非內文另有註明，下列詞語將以下列定義闡釋：

意外	指外在、突發、強烈及不可預料而可見的事件，此事件是導致身體受傷的唯一原因並且與其他事件無關。
麻醉科醫生	指在香港醫務委員會以麻醉科專科登記或具其他同等資歷的註冊西醫。
申請表	指投保人就簽發本合約或更改有關保障而提交保柏之申請表格。
保障	指保柏根據本合約應支付之保障。
保柏	指保柏（亞洲）有限公司。
保柏康健特選醫院	指在保柏康健特選醫院及專科醫生目錄內名為保柏康健特選醫院的醫院。
保柏康健特選專科醫生	指在保柏康健特選醫院及專科醫生目錄內名為保柏康健特選專科醫生的專科醫生。
保柏康健特選服務供應商	指由保柏代投保人委任，並與保柏訂立安排的註冊西醫、醫院、癌症中心、糖尿病中心、日症中心及其他服務供應商，向會員提供醫療服務，而有關合資格醫療費用將於「全數賠償保障」下賠償。
保柏國際援助計劃	指「保障述要」H節一欄所提及的任何或所有保障。
保柏康健卡	指保柏發給合資格會員的「保柏康健卡」，而保柏可不時決定如何代會員向以下各方繳付於本合約下合資格的醫療費用： (a) 保柏康健特選服務供應商（適用於已投保「全數賠償保障」之會員） (b) 保柏康健特選醫院及任何其他指定的香港私家醫院（只適用於已投保「附加醫療保障」之會員）
中藥	指按照香港法例第 549 章《中藥條例》於香港中藥藥管理委員會中藥組或按照提供中藥治療之任何其他地方之同等法定機構合法註冊之中藥材。
脊醫	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 428 章《脊醫註冊條例》下的脊醫資格，並從事矯正關節以提供脊骨療法的法定認可人士（會員本身、其親屬、家人或業務伙伴則除外，除非經保柏批准）。
門診保障	指「保障述要」E節一欄所提及的任何或所有保障，如適用。
診所手術	指註冊西醫於診所進行之醫療必需手術而無必要留院，同時該手術列於外科手術表為診所手術。
先天性疾病	指自出生已存在之醫學異常，不論會員知道與否。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）。
合約	指本合約、會員證書、申請表、保障金額表、任何其他附加於本合約簽署的表格及經保柏授權代表簽署的背書及修訂協議內所包括或註明的條款及例外規定。
合約週年日	指會員證書列明或隨之而簽發的背書（如有）上所規定之日期，在隨後之公曆年中與合約生效日同日。
合約生效日	指會員證書列明或隨之而簽發的背書（如有）上所規定之日期，即於保費收訖之情況下合約開始生效或續保（視乎情況而定）的日期。
合約年度	指會員證書列明或隨之而簽發的背書（如有）上所規定之期間，即合約生效日起開始至合約週年日結束。
保障開始日	指會員證書列明或隨之而簽發的背書（如有）上所規定之保障開始日日期。
信用額	指「保柏康健卡」提供的最高信用額，該金額可由保柏不時決定。
日症	指註冊西醫於診所或醫院日症房可有效地進行之手術、非手術癌症治療及洗腎（如適用於此合約）而留院過夜乃非醫療必需，但該手術須列於外科手術表為日症手術。
牙科保障	指「保障述要」G節一欄所提及的任何或所有保障，如適用。

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。
緊急情況	指急病情況而沒有事先安排的住院，而有關初起病徵、診斷或治療均相距不超過 48 小時。
全數賠償保障	指「保障述要」B 節一欄所提及的任何或所有保障，如適用。
普通科醫生	指在香港醫務委員會以普通科登記或具其他同等資歷的註冊西醫。
遺傳性疾病	指通過基因由父母遺傳給子女的疾病。
香港	指中華人民共和國香港特別行政區。
醫院	指任何根據當地之法律註冊或領牌作醫院的機構，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。
住院及手術保障	指「保障述要」A 節一欄所提及的任何或所有保障。
住院現金保障	指「保障述要」D 節一欄所提及的任何或所有保障，如適用。
住院	指由註冊西醫轉介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。
保費徵費	指根據《保險業條例》(第 41 章)及《保險業(徵費)規例》(第 41I 章)所規定，及《保險業(徵費)令》(第 41J 章)內所訂明及計算的訂明徵費。
終生最高賠償額	指根據本合約「保障述要」C 節一欄所訂明之條款及細則，經由保柏支付的最高賠償總額。
保柏康健特選醫院及專科醫生目錄 產科保障	指列載保柏康健特選服務供應商資料的目錄，此目錄由保柏以印刷版或電子版提供並不時進行修訂。 指「保障述要」F 節一欄所提及的任何或所有保障，如適用。
最高賠償額	指根據本合約條款及細則關於保障金額表中訂明之有關保障，經由保柏支付或賠償的最高限額。
醫療必需	指醫療上必需的治療、醫療服務或藥物： (a) 以正常及慣常費用就病症之診斷提供相應之治療； (b) 符合良好及謹慎的醫療標準； (c) 就有關診斷或治療而所需的； (d) 非純為會員、註冊西醫、註冊中醫、物理治療師、精神科醫生、心理學家、麻醉科醫生或任何其他醫療服務供應商提供方便； (e) 以最合適之程度向會員提供安全及有效的治療；及 (f) 住院非純為診斷掃描目的、影像學檢驗或物理治療。 為免存疑，在考慮治療、醫療服務或藥物是否醫療必需時，主診註冊西醫的建議並不是唯一的考慮因素。 就本合約而言，在不損害上述的一般性的原則下，符合醫療所需條件的住院情況包括但不限於以下例子 - (i) 會員因急症需要在醫院接受緊急治療； (ii) 手術在醫學上需要在全身麻醉下進行； (iii) 醫院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日症病人的方式進行； (iv) 會員同時發生的傷病屬明顯嚴重；及/或 (v) 考慮到會員的個人情況及會員安全後，所需的醫療服務應在醫院內進行。 就「良好及謹慎的醫療標準」之詮釋，保柏將會考慮以下事項： 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； II. 相關專業機構的建議；及 III. 符合良好醫療守則標準。
會員	即投保人，而其名字顯示在會員證書為會員。
會員證書	指保柏向投保人發出的證書。該證書上將顯示可不時修訂的投保人姓名、合約生效日、保障範圍及其他資料。
網絡牙科中心	指由保柏委任的牙科中心向會員提供保障金額表所列的牙科服務項目，並由保柏支付會員的合資格醫療費用。此牙科服務供應商資料目錄由保柏以印刷版或電子版提供並不時進行修訂。
非手術癌症治療	指治療癌症的化療、放射性治療、標靶治療、免疫治療及荷爾蒙治療。
正常及慣常	就醫療服務的收費而言，對情況類似的人士（例如同性別及相近年齡），就類似傷病提供類似治療、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。正常及慣常的收費水平由保柏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。 保柏必須參照以下資料（如適用）以釐定正常及慣常收費 - (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) 香港政府憲報；及/或

(d) 提供治療、服務或物料當地的其他相關參考資料。

手術室	指任何指定並配備進行外科手術或程序的設施，及至少符合香港衛生署署長發出的《日間醫療中心實務守則》或《醫院實務守則》或根據香港法例第 633 章《私營醫療機構條例》規定的任何其他適用的實務守則或規例的要求。
每年最高賠償額	指會員於保障金額表內就「 保障述要 」A 節一欄可享有的每合約年度最高總賠償額。
物理治療師	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 359 章《輔助醫療業條例》下的註冊物理治療師資格，並從事以運動、人手治療及以機械能、熱能或電能就身體殘疾予以評估及醫治的法定認可人士（會員本身、其親屬、家人或業務伙伴則除外，除非經保柏批准）。
已存在病症	指會員在下列時間前已存在或出現徵狀的疾病或損傷： (a) 關於「住院及手術保障」，指保障開始日； (b) 關於「全數賠償保障」、「附加醫療保障」、「住院現金保障」及「門診保障」，指會員開始持續及無間斷地享有「全數賠償保障」、「附加醫療保障」、「住院現金保障」及「門診保障」各自所屬的最近日期。
私家房	指會員在住院期間入住只供私人使用的病房，該病房附有睡房及浴室，但不設廚房、飯廳或客廳。
精神科醫生	指由保柏承認為精神科醫生的註冊西醫或指於香港或引致醫療費用的任何其他地方擁有最少等同於香港醫務委員會專科醫生名冊登記之精神科醫生資格並從事精神科治療的任何法定認可的註冊西醫。
心理學家	指保柏承認為心理學家之人士，或於獲取心理學學位後於香港接受完整訓練或引致醫療費用的任何其他地方擁有法律資格或許可前提下從事情緒及行為失調予以評估及提供服務，並擁有最少等同香港心理學會下的註冊心理學家資格及取得學位資格的法定認可人士（會員本身、其親屬、家人或業務伙伴則除外，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具法定資格護士（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。
註冊中醫	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 549 章《中醫藥條例》下的註冊中醫資格並從事中藥治療的法定認可中醫或任何人士（會員本身、其親屬、家人或業務伙伴則除外，除非經保柏批准）。
註冊牙齒衛生員	指於香港或引致醫療費用的任何其他地方擁有法律資格或許可從事牙科治療服務，並擁有最少等同於香港法例第 156 章，附屬法例 B《牙科輔助人員（牙齒衛生員）規例》下的註冊牙齒衛生員資格的任何人士（會員本身、其親屬、家人或業務伙伴則除外，除非經保柏批准）。
註冊牙醫	指於香港或引致醫療費用的任何其他地方擁有法律資格或許可從事牙科治療，並擁有最少等同香港法例第 156 章《牙醫註冊條例》下的註冊牙醫資格的任何人士（會員本身、其親屬、家人或業務伙伴則除外，除非經保柏批准）。
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法定認可普通科醫生、專科醫生或任何人士（會員本身、其親屬、家人或業務伙伴除外，除非經保柏批准）。
保障金額表	指可不時修訂並列明每項保障項目及金額的表格，包括在合約簽發當日的保障金額表及其後根據「 一般條款 」中 第 13 項(b-e) 所更改並簽發的其他表格。
外科手術表	指附於本合約可不時修訂而無須事先通知會員的手術表及保柏之完整外科手術表，當中列明根據手術相對複雜程度釐定不同等級的手術。等級包括小型、中型、大型及複雜手術。如手術並未列於此外科手術表，保柏將以同等難度及嚴重程度之手術作等級決定。
差額	指使用「保柏康健卡」所支付但在合約不受保障的醫療費用。
專科醫生	指保柏承認為專科之註冊西醫或在香港醫務委員會以專科登記之註冊西醫或具其他同等資歷之人士並從事專科治療。
投保人	指在會員證書上名為投保人的合約持有人。
保費	指會員證書上所示之費用，即投保人應付或已付予保柏之保費，以為投保人提供有關保障。
附加醫療保障	指在「 保障述要 」C 節一欄所提及的保障，如適用。
西藥	指經香港衛生署藥劑部或任何其他地方提供西方醫療及外科手術治療服務之等同法定機構合法註冊的藥物。

2. 合約

- (a) 本合約將構成投保人與保柏之間之同意書。
- (b) 投保人所有聲明將被訂為陳述而非擔保。
- (c) 任何關於本合約之條款及細則之更改，包括但不限於增加、修改、改正及刪除，將不會有效，除非得到保柏書面批准並經保柏之授權代表簽署同意。
- (d) 任何代理或經紀將不會獲授權代表保柏從事下列各項：
 - i. 刪除或更改本合約上任何條款及細則，或以書面或口頭的形式引入其他條款及細則於本合約內；
 - ii. 根據本合約提供陳述或同意任何條款，或簽定任何抵押性質的合約；
 - iii. 接納投保人的任何要約或反要約；及
 - iv. 批核或拒絕任何在本合約下的索償。
- (e) 除因「**一般條款**」中**第 6 項(a)**、**7 項**、**12 項(c)**、**19 項**及**21-24 項**所指情況外，本合約不能在合約週年日前由保柏或投保人單方面終止。
- (f) 根據「**一般條款**」中**第 6 項(c)ii**及**13 項(b-e)**之情況下，投保人可於合約週年日前一個月以書面通知保柏改動保障等級、保障計劃

或保費繳付方法，此等更改一經保柏根據其不時決定的指引同意將於合約週年日生效。

- (g) 在預先以書面通知投保人之情況下，保柏可不時更改保費、保障及合約條款及細則，唯此等更改須在續保時適用於相同產品的所有同一年齡的會員。此等更改將於合約週年日生效。如因會員年齡遞增而增加保費（如適用）則無需以書面通知投保人。

3. 首次登記

於本合約首次登記當日：

- (a) 會員並非「一般條款」中第 7 項所定義的美國、日本或波多黎各自由邦的永久居民；
- (b) 投保人於保障開始日的年齡必須為 18 歲或以上；
- (c) 投保人必須在香港任何銀行持有港元支票或儲蓄戶口；及
- (d) 保柏保留權利拒絕任何申請。

4. 繳交保費

- (a) 保柏必須在正式收取本合約所須繳付的保費並全數兌現後，合約方開始或繼續生效（及合約下的保障方應計算或支付）。
- (b) 保費將分別於合約生效日、其後的繳費日及合約週年日到期繳交。除因「一般條款」中第 19 項所指情況外，所有已繳保費均不可退還。
- (c) 根據《保險業條例》（第 41 章）規定，保單持有人須就保險合約向香港保險業監管局繳付訂明徵費。除非保柏以書面形式另外通知，否則投保人必須按照《保險業(徵費)令》規定的徵費率，在繳交保費時一併向保柏支付須繳的保費徵費。投保人如未有支付相關的保費徵費，保柏會根據保險業監管局的要求向該局報告，並提供所有相關資料，包括投保人的姓名、聯絡資料、徵費金額，以及保單的其他資料。

5. 保障範圍及賠償

- (a) 在本合約條款及細則規限下，會員將於保障開始日享有保障。除「住院現金保障」（如適用）外，無論任何情況下支付的賠償總額將不會超過會員實際支付的費用。
- (b) 保柏將支付符合以下條件之治療、醫療服務或藥物：
 - i. 醫療必需；
 - ii. 由註冊西醫、註冊中醫、物理治療師、精神科醫生、心理學家、麻醉科醫生或其他醫療服務供應商就本合約下列明支付的服務所提供或經其每日個別監察；
 - iii. 有關治療程序或檢驗必須符合保柏不時發出之最合適護理指引並於保柏認可的設施內進行；及
 - iv. 必須經合理程序控制有關開支。
- (c) 若純因紀錄錯誤，將不會令會員應有效之保障失效，或應已終止之保障可繼續生效。
- (d) 保柏根據本合約承擔的保障，將支付予投保人或其指定之第三者，或以投保人與保柏就任何特定情況另行協定之其他方式支付，並受本合約之條款及細則所約束。在下列情況，保柏將被視為已向投保人支付保障：
 - i. 保柏就投保人引致的醫療費用以自動轉賬形式支付投保人，並受本合約之條款及細則所約束。若戶口持有人並非投保人，必須出示投保人之授權信。保柏保留絕對的權利拒絕有關安排；或
 - ii. 保柏向有關保柏康健特選服務供應商支付投保人引致的醫療費用。保障一經支付，則保柏可完全免除所有在本合約之責任。
- (e) 如會員所引致的部分或全數醫療費用可經由其他途徑獲補償、償還、保險賠償或支付，則「一般條款」中第 11 項(c)將適用，本合約將不應被視為該醫療費用的首要保障提供者。

6. 終止保障及合約

- (a) 以不受「一般條款」中第 12 項的應用原則限制下，如投保人未有履行至高誠信的責任，保柏將有權終止本合約，又或更改本合約的條款及細則。
- (b) 保柏將給予投保人兩 (2) 個月繳交保費的寬限期，由每期保費到期日起計。本合約於寬限期內仍然生效，惟在收到保費前，保柏於該期間內不會支付任何賠償，直至保費已獲繳清。如保柏在寬限期屆滿後之任何一個保費到期日或之前未有收到全數保費，保柏有權向投保人發出書面通知，由保障開始日或其後的任何合約生效日（視乎情況而定）終止合約，並不須為該合約年度就投保人負上責任。
- (c) 本合約將在下列最早出現的情況自行終止：
 - i. 根據「一般條款」中第 7 項或第 21-24 項，終止會員的保障的日期；
 - ii. 當投保人於本合約週年日前最少 10 天以書面通知保柏終止本合約。該終止將於合約週年日生效；
 - iii. 逾期未支付的保費所保障的月份或年份（視情況而定）的第一日；
 - iv. 保柏向投保人發出的終止通知之日期（如保柏決定終止此產品）；或
 - v. 投保人去世當日之後一日。
- (d) 「附加醫療保障」將會於終生最高賠償額耗盡後緊接之合約週年日自動終止。除因「一般條款」中第 6 項(a-c)所指情況外，本合約不會因「附加醫療保障」的終生最高賠償額耗盡後而被終止。

7. 居民身份

如會員的所在國家、會員的居住地或國籍所屬國家的法律(包括但不限於美國和日本)，或任何其他對保柏或本合約適用的法律禁止保柏向當地國民、居民或公民提供醫療保障，保柏可終止相關會員的保障。該終止將立即生效或由合約週年日（如相關會員的保障獲准繼續有效至該日期）起生效。如投保人知悉任何會員於合約年度改變居住地或國籍，投保人須立即以書面通知保柏。即使上列條款已有任何規定，任何會員如成為美國、日本或波多黎各自由邦的永久居民，相關會員的保障將不會在下一個合約週年日獲續保。「永久居民」指居於某國家並且身為該國公民或根據適用法律獲許在該國永久性居留及工作的人士。

本條款僅適用於保障開始日為 2017 年 1 月 1 日或以後的會員。

8. 索償程序

- (a) 除「保柏康健卡」支付的醫療費用外，其他在本合約下會員就任何醫療費用的索償須以保柏提供的賠償申請表遞交。而所有有關該索償的所須文件正本須由會員或其代表於求診、診所手術、日症或出院後 90 天內遞交，否則保柏有權可在不提供任何理由下拒絕是項賠償。
- (b) 保柏可在合理情況下要求索償人遞交與索償有關保柏要求的資料、證書、證明、醫療報告及其他有關數據或資料，並由索償人支付有關費用。
- (c) 在適當及合理情況下保柏將有權以自費形式在索償申請進行期間委派獨立的醫務核驗人員替會員進行驗身。
- (d) 如保柏以書面通知要求更多關於「一般條款」中第 8 項(b)之資料，除非保柏在通知書發出日後 4 星期內收到所需資料，否則保柏將不對任何索償負責(獲得保柏同意及批准除外)。

9. 無索償續保折扣優惠

- (a) 於任何合約週年日，如本合約下之「住院及手術保障」或「全數賠償保障」（如適用）在以下任何一個期間內並無已付或應付之賠償，該合約週年日緊隨的合約年度應繳之「住院及手術保障」保費及「全數賠償保障」保費（如有）在未扣除任何其他折扣前（如有）將可獲扣除有關續保優惠：

- i. 若該合約週年日前連續兩(2)個合約年度無索償則可收取 5%無索償續保折扣優惠；
 - ii. 若該合約週年日前連續四(4)個合約年度無索償則可收取 10%無索償續保折扣優惠；或
 - iii. 若該合約週年日前連續六(6)個合約年度或以上無索償則可收取 15%無索償續保折扣優惠。
- (b) 於任何合約年度會員只可享有「一般條款」中第 9 項(a) i 至 iii 優惠中其中一項。
- (c) 若會員於獲取無索償續保折扣後獲保柏發放有關上一個合約年度的賠償，會員須於保柏發出通知書後 21 天內將無索償折扣的全數金額交還保柏。

10. 貨幣

- (a) 保費，保費徵費及保障將以港幣支付。
- (b) 任何醫療費用以外幣值申請索償將以會員求診當日、診所手術當日、日症當日或出院當日在香港該貨幣兌港元之官方買入兌換價作換算。如當日並無該幣值兌換率，則以保柏委任的銀行所核證之兌換率為準。

11. 不受保障項目

除本合約另有特別註明，否則保柏將不會負責於下列情況下直接或間接引致所需的費用：

- (a) 已存在病症（已於申請表披露並於登記加入時獲保柏接納為承保範圍內則除外）。
- (b) 不是醫療必需的治療、醫療服務、藥物或檢驗。
- (c) 根據「一般條款」中第 5 項(e)，任何在法例下或其他保險計劃內或從其他途徑可獲賠償之治療疾病或損傷費用，除非此等費用未能在該等補償、保險計劃或途徑獲得賠償。
- (d) 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。
- (e) 手術性或非手術性整容或整形治療（會員因意外而受傷，並於意外後一(1)年內接受醫療上必需的服務則不屬此項）、聽覺測驗、常規驗血、例行檢驗、預防注射或接種疫苗、毛髮礦物質含量分析、健康補品或體重控制，及因視力不正常而引致之治療，包括但不限於常規視力測驗或所需之眼鏡或鏡片費用。
- (f) 先天性疾病、發育異常或遺傳性疾病。
- (g) 由保障開始日起首 5 年內，因感染人體免疫力缺損病毒所引致的治療。
- (h) 性病及其後遺症。
- (i) 與懷孕有關的治療，包括診斷性產科檢查、生育、墮胎或小產（根據「保障述要」F 節一欄應付的「產科保障」則除外）；與男女任何一方之節育、絕育或變性有關的治療；由於不育而直接或間接進行的治療，包括體外受孕，任何非自然受孕或人工受孕；與性功能失常有關之治療，包括但不限於陽萎、不舉、早泄（不論任何原因導致）。
- (j) 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而直接或間接引致的治療。
- (k) 任何因參與犯罪活動而引致之疾病或損傷。
- (l) 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（根據「保障述要」E 節一欄應付的「中醫師保障」或「跌打醫師保障」則除外）。
- (m) 老年性痴呆（包括阿茲海默氏症）、帕金森病（根據「保障述要」E 節一欄應付的「精神科相關治療保障」或「臨床心理輔導保障」則除外）。
- (n) 心理病或精神病症，包括但不限於精神病、神經機能病、抑鬱、焦慮、神經性厭食、精神分裂、行為失常、譫妄症、失眠、神經衰弱等直接或間接引致的治療（根據「保障述要」A 節一欄應付的「精神科治療保障」或「保障述要」E 節一欄應付的「精神科相關治療保障」或「臨床心理輔導保障」則除外）。
- (o) 購買或使用輔助器具，包括但不限於眼鏡、助聽器及其他設備例如輪椅、拐杖的費用。
- (p) 任何與牙齒或牙肉疾病有關的治療或檢查，根據「保障述要」G 節或因意外引致緊急入院治療或住院脫除阻生智慧齒則除外。但不包括該住院後之跟進治療（根據「保障述要」G 節則除外）。
- (q) 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、恐怖活動等直接或間接引致的治療。
- (r) 非醫療性服務，包括但不限於客人膳食、收音機、電話、影印、稅項（就醫療服務所徵收的增值稅或商品及服務稅除外）、醫療報告等費用。
- (s) 因不符合「良好及謹慎的醫療標準」的實驗性或未經證實醫療成效的醫療技術或治療程序而招致的費用。就「良好及謹慎的醫療標準」之詮釋，保柏將會考慮以(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；(II)相關專業機構的建議；及(III)符合良好醫療守則標準。

12. 重要披露

- (a) 如投保人不慎誤報其年齡或出生日期或其他相關資料，而該誤報將影響有關保障的範圍或實際所需繳付的保費或本合約的條款及細則，投保人之真實年齡及事實將重新決定保障能否根據合約條款提供，及保費和保費徵費應作出的調整金額。若保費及保費徵費超額繳付，多繳部分將獲退還而不會作任何保障調升。
- (b) 保柏於履行本合約下之賠償責任前，投保人須遵照及符合本合約下訂定的條款及細則並提供真確的陳述或聲明予保柏，而所有保柏在合理情況下索取資料作核實用途所引致的費用將由投保人自行支付。
- (c) 倘下列任何一項事情發生，保柏有權自行決定終止本合約並要求投保人即時繳還就該事項曾支付予投保人的保障及保留權利追討因終止本合約所需的費用：
 - i. 如投保人或會員在申請表或任何陳述或聲明中不正確地提供或漏報任何可影響保柏評估本合約風險的、關於投保人或會員的事實；或
 - ii. 如於獲得本合約或其續保時作錯誤陳述、誤導或隱瞞；或
 - iii. 提出任何虛假或誇大之索償。

13. 續保及保障更改

- (a) 合約有效期為自合約生效日起的一年，以保費的支付作為代價。若投保人繳付續保保費，本合約可根據保柏按照「一般條款」中第 2 項(g)釐定的續保保費、條款及細則每年於指定的銀行賬戶/信用卡（如適用）自動收訖保費成功後及保證續保（除非本合約已按照「一般條款」中第 6 項、7 項或 21-24 項終止），而不會因為會員的索償記錄導致續保被拒。
- (b) 會員可不時於合約週年日前一個月以書面向保柏申請更改保障，不論於現有合約內改變保障等級及 / 或項目，有關更改將於合約週年日生效。
- (c) 若保柏根據其不時決定的指引批核該更改保障之申請，則會員自更改保障生效日起只能享有更改的新保障，更改前的保障則會停止。
- (d) 如會員的新保障額較前保障額為高，所有在更改保障前已患有的合約受保疾病、損傷或懷孕(如「產科保障」適用)將以前保障等級作賠償。
- (e) 保柏保留權利在認為合理的情況下拒絕更改保障之申請而無須註明理由。

14. 合約持有及轉讓權

除非另行議訂，保柏視投保人為本合約之絕對持有人，而在沒有保柏的書面同意下，本合約不能視作全部或部分之轉讓或轉承。

15. 法律訴訟

在以下情況不可向保柏提出任何法律行動：

- (a) 在根據本合約的要求下提交有關索償證據予保柏後不足 60 天；或
- (b) 在根據本合約的要求下須提交保柏有關索償證據日起計一年後仍未提交該證據。

16. 有效時間及地域限制

- (a) 有關本合約所提及之任何時間或日期將以香港時間上午 12 時 01 分開始計算。
- (b) 根據本合約之條款及細則訂明，本合約將提供會員全球性的醫療費用保障(特別訂明地域限制之保障除外)。

17. 管限法律及司法管轄權

本合約將受香港法律的管限及闡釋。根據「**一般條款**」中第 18 項，各方均同意接受香港法院的專屬管轄權所管轄。

18. 仲裁

任何在本合約下之糾紛及分歧將被轉介至香港國際仲裁中心並由該中心根據本地仲裁條例決定和辦理。

19. 取消合約權益及退還保費

如在本合約下未向投保人支付賠償或有應付賠償，投保人有權以書面通知保柏取消此合約，並全數取回已付保費及保費徵費。唯有關通知必須由投保人簽署，並於合約生效日起計 21 天內交回保柏。取消合約權益並不適用於續保之合約。

20. 不設第三者權利

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

21. 賄賂及貪污

21.1 投保人聲明及保證，就保柏或投保人根據本合約訂立或履行任何義務而言，投保人或任何代表投保人或會員行事的人士概不會：

- (a) 提供、承諾、給予、授權、索取或接受任何不正當的財務或其他任何形式的好處，投保人或彼等在訂立本合約後亦不會採取任何該等行動；
- (b) 從事任何在反賄賂及反貪污事宜的適用法律下或會構成罪行的活動、行動或行為；及
- (c) 作出或不作出任何行動或系列行動，致使或導致保柏違反任何反賄賂及反貪污事宜的適用法律。

21.2 倘任何人士就保柏或投保人訂立或履行本合約任何義務作出任何請求或要求任何不當財務或其他任何形式的好處或其他行為，且有關請求或要求一旦被滿足即違反任何反賄賂及反貪污事宜的適用法律，投保人需及時向保柏報告。

22. 制裁

22.1 倘保柏提供有關保障、支付有關索賠或提供有關保障將：

- (a) 違反聯合國決議或保柏受約束的任何司法管轄區（可能包括但不限於歐盟、香港、澳大利亞、英國及／或美國的司法管轄區）的貿易或經濟制裁、法律或法規；
 - (b) 使保柏面臨被任何有關當局或主管機構制裁的風險；及／或
 - (c) 使保柏面臨參與（直接或間接）被任何有關當局或主管機構認為屬禁止的行為的風險；
- 保柏將被視為不提供保障，且保柏無須根據本合約支付任何索賠或提供任何保障。

22.2 倘「**一般條款**」第 22.1(a)項中提及的有關決議、制裁、法律或法規適用於或變得適用於本合約，為確保保柏持續合規，保柏保留其採取其全權酌情認為屬必要的所有及任何有關行動的權利，包括但不限於終止保障。投保人知悉倘出現制裁相關問題可能會限制或延遲保柏在本合約項下的義務，保柏亦可能無法支付有關索賠。

22.3 倘投保人或任何會員有任何身分、法律狀況及資料上的改變時，在投保人有合理知悉時，應及時通知保柏。

23. 欺詐

23.1 倘投保人或會員有以下行為，保柏有權拒絕支付全部或部分索償，並收回保柏已就索償支付的任何款項：

- (a) 根據本合約提出欺詐、誇大或虛假陳述索償；
- (b) 已發送虛假或偽造文件或其他虛假證據，或作出虛假陳述，以支持根據本合約提出的索償；及／或
- (c) 未能向保柏提供投保人或會員（視情況而定）知悉的會令保柏拒絕本合約項下索償的資料。

23.2 倘保柏偵測到會員進行或涉及會員的上述「**一般條款**」第 23.1 項所列的一類型的欺詐活動（包括欺詐索償或欺詐遺漏提供相關資料），保柏保留自相關欺詐活動發生之日起暫停或終止於本合約下享有的保障（全部或該會員之部份），且投保人將會接獲相關通知。保柏將無需進一步支付全部或部分索償或退還與該會員或該等會員有關的任何保費。

23.3 投保人應採取一切合理措施防止有關本合約的欺詐，如投保人有理由懷疑任何與本合約有關連的欺詐已發生、正在發生或可能發生，應立即通知保柏。

24. 協助逃稅

24.1 投保人聲明及保證，就保柏或投保人根據本合約訂立或履行任何義務而言，投保人或任何會員概無且亦不會從事在適用法律下任何構成逃稅或協助逃稅罪行的活動、行動或行為。

24.2 倘任何人士就保柏或投保人訂立或履行本合約任何義務作出任何提出進行任何行動的請求或要求，且有關請求或要求一旦被滿足即違反任何逃稅或協助逃稅的適用法律，投保人需及時向保柏報告。

特別條款 - 信用額安排

在本合約條款及細則規限下，下述之信用額安排將提供予此合約已投保了「全數賠償保障」及 / 或「附加醫療保障」的會員。

1. 保柏康健卡

- (a) 所有在本合約下獲保柏接納投保「全數賠償保障」及 / 或「附加醫療保障」的會員，均可獲保柏簽發一張「保柏康健卡」。
- (b) 已投保「全數賠償保障」的會員必須使用「保柏康健卡」連同保柏發出的「初步保障審核確認 / 付款保證信」（「付款保證信」）(如適

- 用)，於任何保柏康健特選服務供應商接受住院、診所手術及日症時支付醫療費用，於保柏康健特選醫院之門診部接受治療除外。
- (c) 已投保「附加醫療保障」的會員可使用「保柏康健卡」連同保柏發出的「初步保障審核確認 / 付款保證信」(「付款保證信」)，於保柏康健特選醫院及任何其他指定的香港私家醫院住院時支付醫療費用。唯該醫院之門診部並不接受「保柏康健卡」付款。
- (d) 所有透過「保柏康健卡」支付的賬項除非已經由保柏通知投保人已獲賠償該合資格的費用，否則該賬項仍屬投保人所須承擔的責任。
- (e) 如投保人所涉及的費用為不受保障項目、超過「付款保證信」的信用額或並未獲得保柏批核，則投保人將負責及同意於出院前自行繳付該費用。
- (f) 如投保人經由「保柏康健卡」所支付的賬項已超過其最高賠償額或不屬於合約的合資格費用(此等情況包括會員在使用「保柏康健卡」時本合約或保障經已終止)，則投保人同意於收到保柏發出差額通知書的 14 天內發還有關差額。保柏保留權利向投保人收取超過 14 天仍未償還之差額的利息。
- (g) 使用「保柏康健卡」將構成接納簽發此卡所列之條款。倘此卡被竊或遺失，投保人須負責一切所涉及之賬項，直至向保柏書面通知有關被竊或遺失為止。
- (h) 「保柏康健卡」乃屬保柏所有。持有此卡之會員應將此卡存放於安全的地方。此卡只供獲發卡之會員使用，不得轉讓。「保柏康健卡」將在下列最早出現的情況即時失效，投保人須負責於開始失效起 7 天內將此卡歸還保柏：
- 「全數賠償保障」及 / 或「附加醫療保障」或本合約按當中之條款終止；或
 - 在保柏的要求下。
- (i) 投保人將負責歸還所有結欠差額予保柏，並確保會適當地使用「保柏康健卡」。
- (j) 保柏將不會就投保人在使用「保柏康健卡」時，無論是直接或間接所引致的損失、毀壞、支出、起訴、行動或訴訟而向投保人負責。
- (k) 保柏保留權利從任何可退還予投保人的保費或賠償中扣除款項以支付投保人於保柏的任何差額結欠。
- (l) 保柏保留權利從投保人所授權的信用卡保留信用額。若於收到保柏的差額通知書後十四(14)日內仍未償還相關差額，保柏將按投保人或會員給予本公司之指定信用卡直接收取費用的授權，在保單持有人收到差額通知書後的第二十一(21)日或之後於該指定信用卡扣除款項以償還差額。

2. 初步保障審核確認 / 付款保證信(付款保證信)

根據以下「特別條款 - 信用額安排」第 2 項的條款及細則規限下，除非已獲保柏書面確認初步保障審核，否則保柏不會根據「特別條款 - 信用額安排」第 1 項就「付款保證信」提供信用額。

- 付款保證信只適用於已投保「全數賠償保障」及 / 或「附加醫療保障」的會員。「付款保證信」並不適用於醫院之門診部所接受之治療。
- 保柏保留絕對權利根據會員所提供的資料接受或拒絕「付款保證信」之申請。
- 如於緊急情況下並於保柏之辦公時間以外住院，會員必須於接受治療後的下一個工作天立即向保柏補辦保障審核。
- 如於緊急情況下並於保柏之辦公時間以外同時住院及出院、進行日症或診所手術(如適用)，會員則需根據本合約「一般條款」中列出的一般索償程序提出索償。「付款保證信」於此情況不適用。
- 如有任何有關「付款保證信」涉及的範圍、性質及金額有所更改，必須事先獲保柏書面接納該更改。
- 如會員未能於遞交「付款保證信」申請時提供正確、足夠及完整的資料以作信用卡付款授權，保柏有絕對的酌情權拒絕「付款保證信」之申請。
- 保柏根據本「特別條款 - 信用額安排」第 2 項所批出之「付款保證信」或補辦「付款保證信」將不被視為保柏已同意承擔根據本合約支付及 / 或賠償投保人的責任；亦不被視為保柏已同意對任何違反本合約條款及細則的情況不予追究。

特別條款 - 全數賠償保障

在本合約條款及細則規限下，於下述適用之初步保障審核及補辦保障審核已完成的情況下，「全數賠償保障」將可獲得支付。

1. 初步保障審核

- 根據本「特別條款 - 全數賠償保障」第 1 項(b)、1 項(c)及 1 項(d)，下列治療或服務必須先取得保柏書面確認初步保障審核，否則保柏不會根據「全數賠償保障」支付保障：
 - 住院；
 - 日症；
 - 超過港幣 4,000 元的診所手術(按保柏供應商指引之要求)；或
 - 由保柏康健特選專科醫生及 / 或保柏康健特選醫院轉介的專科治療，而該專科治療並未能由任何保柏康健特選專科醫生提供。
- 如於緊急情況下並於保柏之辦公時間以外進行本「特別條款 - 全數賠償保障」第 1 項(a)所述之治療，會員必須於接受治療後的下一個工作天立即就該治療向保柏補辦保障審核。
- 如有任何有關初步保障審核涉及的範圍、性質或金額有所更改，必須事先獲保柏接納該更改。
- 保柏根據本「特別條款 - 全數賠償保障」所批出之初步保障審核或補辦保障審核將不被視為保柏已同意承擔根據本合約支付及 / 或賠償會員的責任；亦不被視為保柏已同意對任何違反本合約條款及細則的情況不予追究。

2. 委任保柏康健特選服務供應商

- 投保人授權(不可撤回)保柏代為委任註冊西醫、醫院、癌症中心、糖尿病中心、日症中心及其他服務供應商提供「全數賠償保障」及進行有關該委任之事宜。
- 保柏代投保人委任有關保柏康健特選服務供應商乃基於保柏認為合適的條款及細則作出；就會員向保柏康健特選服務供應商所作出之申索，保柏一概不會負責。
- 保柏將以印刷版或電子版提供「保柏康健特選醫院及專科醫生目錄」。
- 本合約無須保柏就會員對任何保柏康健特選服務供應商的申索作參與、回應或答辯或以其他方式承擔責任或負責，包括但不限於保柏康健特選服務供應商在治療或檢驗會員時出現疏忽、操守失當或其他問題。

保障述要

在本合約條款及細則規限下，下述保障將根據任何本合約受保的疾病或損傷所致並為醫療必需的西方醫療或外科手術支付賠償。只有在會員證書上訂明享有「全數賠償保障」、「附加醫療保障」、「住院現金保障」、「門診保障」、「產科保障」及「牙科保障」，方可獲得有關保障。

A 節 - 住院及手術保障

- 此 A 節內之保障將根據保障金額表中適用之最高賠償額支付賠償。
- 於合約生效日計，凡年齡 65 歲或以上之會員其保障將以保障金額表之每年最高賠償額為上限。
- 合資格的診所手術或日症，將於「住院及手術保障」之相關保障內作賠償。醫療必需的居家睡眠窒息症測試連同其測試前、後的諮詢所引致的相關費用(如合資格)將僅按照住院及手術保障下的「住院雜費保障」以及「入院前及出院後之門診護理保障」支付。
- 本 A 節之保障將支付因癌症而必須進行的乳房、頭部或頸部重建手術，而有關重建手術必須在乳房切除術或其他腫瘤切除手術同時或其後 12 個月內進行。
保柏只會根據本 A 節第 1 至 16 項之保障賠償屬正常及慣常的合資格醫療費用。為免存疑，如會員需要住院而是次住院被視為非醫療

必需，是次住院所引致的費用不會被視為合資格醫療費用。不過，投保人仍然有權根據上述 (c) 或門診服務就是次住院期間招致的相關合資格醫療費用提出索償。

1. 住房及膳食費保障

此保障將支付會員於住院期間由院方徵收及發佈的住宿及膳食費用，而有關費用賠償將等於會員住院期間實際被院方收取的住房及膳食費，並須受以下限制：

- (a) 每日有關保障將不可超過「住房及膳食費保障」所適用之最高賠償額；及
- (b) 有關保障將不可超過在保障金額表中適用之每合約年度最多日數。

此保障並不包括特別看護費及由訪客使用的住房及膳食費。

2. 住院雜費保障

除於保障內刪除或特別註明於保障金額表內，此保障將支付下列住院服務費用，而有關費用賠償將等於實際被院方收取有關下列服務的費用，以不超過「住院雜費保障」所適用之每合約年度最高賠償額為限：

- (a) 往來醫院的陸上救護運送服務；
- (b) 施行麻醉及氧氣；
- (c) 輸血；
- (d) 敷料及石膏；
- (e) 在醫院內使用的藥物及有助治療的物品；
- (f) 在住院後出院時或完成日症當日處方，以供其後四(4)星期內使用的藥物；
- (g) 底片及診斷影像（包括磁力共振掃描、電腦斷層掃描及正電子放射斷層掃描）的費用及診斷費；
- (h) 靜脈注射；
- (i) 實驗室化驗；
- (j) 放射性同位素；
- (k) 在手術室內使用的物品；及
- (l) 植入物包括但不限於支架及起搏器。

此保障將伸延至醫療必需的器材租用費以及按照註冊西醫的建議在會員家中或診斷中心進行居家睡眠窒息症測試後的檢驗報告費用。藥物及有助治療的物品包括所有西藥、IV 輸液、敷料、繃帶、藥棉及其他於住院期間內使用及消耗之醫療及護理物品；於手術用之儀器例如麻醉機、胃鏡、腸鏡、碎石機、X 刀、數碼導航刀及伽瑪刀則不在此列。

3. 深切治療保障

此保障將支付會員經主診註冊西醫建議下入住醫院的深切治療部而於「住房及膳食費保障」下賠償不足的費用，而有關費用賠償以不超過「深切治療保障」所適用之每合約年度最高賠償額為限。

4. 私家看護費保障

此保障將支付會員經主診註冊西醫書面轉介下由合資格護士於出院後在家中或住院期間內所提供的特別護理費用，而有關費用賠償將等於實際被徵收的此等服務費用，並須受以下限制：

- (a) 每日有關保障將不可超過「私家看護費保障」所適用之每日最高賠償額；及
- (b) 有關保障將不可超過在保障金額表中適用之每合約年度最多日數。

5. 外科醫生費及巡房費保障

此保障將支付註冊西醫為會員進行其合資格提供及符合診斷之手術而收取的手術費，包括會員住院期間之巡房費用，而有關費用賠償將等於實際就一位或以上之註冊西醫所徵收的有關手術費及巡房費用，但在任何情況下以不超過「外科醫生費及巡房費保障」對有關手術類別所適用之每次手術最高賠償額為限。此保障（如適用）將參照外科手術表之手術類別作賠償準則。

6. 麻醉科醫生費保障

此保障將支付會員在進行手術中除註冊西醫外另須麻醉科醫生提供麻醉服務的費用，但在本合約下對同一手術之「外科醫生費及巡房費保障」必須同時可獲賠償；而有關費用賠償將等於實際專業麻醉科醫生為有關手術施行麻醉所徵收的費用，但在任何情況下以不超過「麻醉科醫生費保障」對有關手術類別所適用之每次手術最高賠償額為限；此保障（如適用）將參照外科手術表之手術類別作賠償準則。

7. 手術室費用保障

此保障將支付會員因須進行任何手術而屬醫療必需使用手術室的費用，但在本合約下對同一手術之「外科醫生費及巡房費保障」必須同時可獲賠償；而有關費用賠償將等於實際就租用手術室，及在內使用的儀器所徵收的費用，但在任何情況下以不超過「手術室費用保障」對有關手術類別所適用之每次手術最高賠償額為限；此保障（如適用）將參照外科手術表之手術類別作賠償準則。

8. 住院醫生巡房費保障

此保障將支付會員因非手術性治療而住院所需之註冊西醫巡房費，而有關費用賠償將等於實際就註冊西醫所收取的有關診症費用，並須受以下限制：

- (a) 每日有關保障將不可超過「住院醫生巡房費保障」所適用之最高賠償額；及
- (b) 有關保障將不可超過在保障金額表中適用之每合約年度之最多日數。

以電話形式會診，即註冊西醫並無與會員實際會見及檢查，將不作賠償。

9. 住院專科醫生費保障

此保障將支付會員在住院期間由專科醫生提供專科服務而收取的費用。病理學家、放射學家及物理治療師在住院期間所提供之服務將於此保障下支付。除非此等服務由病理學家、放射學家及物理治療師所提供，否則必須經主診註冊西醫以書面轉介。

於此保障下支付之有關費用賠償將等於實際收取的有關服務費用，但在任何情況下以不超過保障金額表中「住院專科醫生費保障」所適用之每合約年度最高賠償額為限。

此保障將不會支付：

- (a) 於任何外科手術進行當日或之前或此手術後於療養期間內所獲得之治療，除非有關治療：
 - i. 乃由施行該外科手術之外科醫生以外的專科醫生所提供，及
 - ii. 與需要上述外科手術之病症完全不相關之病症有關；或
- (b) 以電話形式會診，即專科醫生或物理治療師並無與會員實際會見及檢查。

10. 癌症治療及洗腎保障

此保障將支付會員在住院期間或醫院日症房或診所經主診註冊西醫建議下之

- (a) 非手術癌症治療、使用數碼導航刀及伽瑪刀以治療癌症之費用及其他與該治療/手術相關之雜費包括但不限於住院期間或治療當日所接受的診斷影像檢測、實驗室化驗及藥物之費用；及/或

- (b) 因慢性和不可復原之腎功能衰竭所引致之血液透析治療或腹膜透析治療之費用。

於此保障下支付之有關費用賠償將等於院方或診所實際收取的有關治療費用，但在任何情況下以不超過保障金額表中「癌症治療及洗腎保

障」所適用之每合約年度最高賠償額為限。為免存疑，如有關此項的合資格費用亦同時屬 **A 節第 2 項** 的保障之內，該費用只可於此項內單獨獲得賠償而不會根據 **A 節第 2 項** 作賠償。

11. 住院加床費保障

此保障將支付會員於接受西方醫療或服務的住院期間由院方徵收及發佈的 1 張住院加床費用，而有關費用賠償將等於會員住院期間實際被院方收取的住院加床費，並須受以下限制：

- (a) 每日有關保障將不可超過「住院加床費保障」所適用之最高賠償額；及
- (b) 有關保障將不可超過在保障金額表中適用之每合約年度最多日數。此保障並不包括訪客的膳食費。

12. 日間內窺鏡程序保障

此保障將支付會員在診所或醫院日症房由註冊西醫進行之內窺鏡程序診所手術或日症所收取的合資格醫療費用。根據本 **A 節第 2、5、6 及 7 項** 與內窺鏡程序相關的醫療服務所收取的合格醫療費用及該程序當日所收取的診症費僅在此項內單獨獲得賠償。如需要過夜的住院目的只是為了進行內窺鏡程序，而該需要過夜的住院被視為非醫療必需，則根據本 **A 節第 2、5、6 及 7 項** 與內窺鏡程序相關的醫療服務所收取的合格醫療費用僅在此項內單獨獲得賠償。此保障將取代本 **A 節第 1 至 11 項** 的保障項目賠償。有關保障將以保障金額表中適用之最高賠償額為限。

如會員需要過夜的住院為醫療必需，與內窺鏡程序相關的醫療服務所收取的合資格醫療費用將根據以上 **A 節第 1 至 11 項** 的保障項目賠償。

為免存疑，如會員於需要過夜的住院期間同時涉及內窺鏡程序和非內窺鏡程序，則有關合資格費用會全數由以上 **A 節第 1 至 11 項** 的保障項目賠償。有關內窺鏡程序的完整列表，請參閱本公司的客戶服務網站 myBupa。此列表可能會不時更改。

13. 日間病毒性疣及皮損程序保障

此保障將支付會員在診所或醫院的日症房由註冊西醫進行之病毒性疣及皮損程序診所手術或日症所收取的合資格醫療費用。根據本 **A 節第 2、5、6 及 7 項** 與病毒性疣及皮損程序相關的醫療服務所收取的合格醫療費用及該程序當日所收取的診症費僅在此項內單獨獲得賠償。如需要過夜的住院目的只是為了進行病毒性疣及皮損程序，而該需要過夜的住院被視為非醫療必需，則根據本 **A 節第 2、5、6 及 7 項** 與病毒性疣及皮損程序相關的醫療服務所收取的合格醫療費用僅在此項內單獨獲得賠償。此保障將取代本 **A 節第 1 至 11 項** 的保障項目賠償。有關保障將以保障金額表中適用之最高賠償額為限。

如會員需要過夜的住院為醫療必需，與病毒性疣及皮損程序相關的醫療服務所收取的合資格醫療費用將根據以上 **A 節第 1 至 11 項** 的保障項目賠償。

為免存疑，如會員於需要過夜的住院期間同時涉及病毒性疣及皮損程序和非病毒性疣及皮損程序，則有關合資格費用會全數由以上 **A 節第 1 至 11 項** 的保障項目賠償。有關病毒性疣及皮損程序的完整列表，請參閱本公司的客戶服務網站 myBupa。此列表可能會不時更改。

14. 入院前及出院後之門診護理保障

在「住房及膳食費保障」、「住院雜費保障」、「外科醫生費及巡房費保障」、「癌症治療及洗腎保障」、「日間內窺鏡程序保障」或「日間病毒性疣及皮損程序保障」獲賠償的情形下，此保障可支付下列費用：

- (a) 入院前有關該入院診斷的 2 次門診（包括診症費、處方西藥、物理治療或診斷測試）或居家睡眠窒息症測試；及
- (b) 所有在出院後 6 星期內由主診註冊西醫建議屬醫療必需的跟進療程門診護理（包括診症費、處方西藥、物理治療或診斷測試）或居家睡眠窒息症測試，而此等診症、處方西藥、物理治療或診斷測試必須與住院的病症或居家睡眠窒息症測試有直接關係。

有關費用賠償將等於實際被收取該等入院前或跟進護理的費用，但在任何情況下以不超過「入院前及出院後之門診護理保障」所適用之每合約年度最高賠償額為限。

15. 緊急意外門診保障

此保障將支付會員因意外而於醫院門診部或急症部以門診形式接受治療的費用。意外發生與其非事先安排的診斷或治療相距不得超過 48 小時。有關費用賠償將等於實際被院方收取有關下列服務的費用，並以不超過「緊急意外門診保障」所適用之每合約年度最高賠償額為限：

- (a) 診症費；
- (b) 西藥；
- (c) 診斷影像及化驗；及
- (d) 其他有關醫療費用。

16. 精神科治療保障

此保障將支付會員接受住院精神科治療（阿茲海默氏症、老年性痴呆、帕金遜病或因濫用藥物或酗酒引致與其相關的所有狀況除外）所收取的費用，而有關費用賠償將等於會員住院期間實際被院方收取的費用。

此保障將取代本 **A 節第 1 至 11 項** 的保障項目賠償。為免存疑，若會員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。在有關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此保障賠償；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 **A 節第 1 至 11 項** 的保障項目賠償。

B 節 - 全數賠償保障

1. 會員因住院、日症或診所手術所引致的費用將獲得賠償。有關合資格醫療費用已於「保障述要」**A 節**中第 1 至 13 項詳述，唯「保障述要」**A 節**之最高賠償額、終生最高賠償額及最多日數並不適用於此保障。
2. 賠償金額將不超過「全數賠償保障」適用之最高賠償額，該金額按會員於合約生效日之已屆年齡而定。
3. 如此「全數賠償保障」的保障限額已耗盡，有關索償金額與保障之差額將於「保障述要」**C 節**(如適用)下賠償。隨後的索償將於「保障述要」**A 節**下賠償。
4. 保障會於以下情況支付：
 - (a) 任何住院、日症或診所手術必須由保柏康健特選專科醫生提供服務；
 - (b) 必須向保柏康健特選專科醫生出示註冊西醫的書面轉介信（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）；
 - (c) 任何住院、日症或診所手術必須於保柏康健特選醫院、保柏康健特選專科醫生之診所或保柏康健特選服務供應商進行；
 - (d) 必須按照「特別條款 - 全數賠償保障」所述的情況下完成適用的初步保障審核及補辦保障審核；
 - (e) 必須以「保柏康健卡」及根據「特別條款 - 信用額安排」的規定連同「初步保障審核確認 / 付款保證信」（「付款保證信」）（如適用）支付合資格的醫療費用，並於求診登記時向保柏康健特選服務供應商出示「保柏康健卡」及「付款保證信」；及
 - (f) 如需住院，會員須入住指定住房級別。
5. 每一宗合資格的索償只可於「全數賠償保障」或「住院及手術保障」下賠償。
6. 若未能符合上述要求，醫療費用將於「住院及手術保障」下賠償。

7. 「保柏康健卡」及「付款保證信」均不適用於保柏康健特選醫院的門診部所接受之治療。

C 節 - 附加醫療保障

1. 就住院、日症或診所手術可獲賠償的保障，如已經耗盡「保障述要」A 節中第 1 至 11 項任何項目或「保障述要」B 節（如適用）所適用之最高賠償額或最多日數，此保障將賠償超出按「保障述要」A 節中第 1 至 11 項或「保障述要」B 節（如適用）可獲賠償的合資格費用。於任何一個合約年度，此保障可獲賠償的金額將根據如下公式計算，並受限於「附加醫療保障」所適用之(i)最高賠償額及(ii)終生最高賠償額餘額（如適用），以較低金額為準。

$$\left[\begin{array}{l} \text{在住院期間、} \\ \text{日症或診所} \\ \text{手術已實際支付的} \\ \text{合資格醫療費用} \end{array} \right] \times \left[\begin{array}{l} \text{在「保障述要」} \\ \text{中 A 節或 B 節} \\ \text{（如適用）保障的} \\ \text{賠償} \end{array} \right] \times \left[\begin{array}{l} \text{保障金額表所示} \\ \text{的「附加醫療保} \\ \text{障」的墊底費} \end{array} \right] \times \left[\begin{array}{l} \text{保障金額表所示的} \\ \text{「附加醫療保障」} \\ \text{之賠償百分比} \end{array} \right] \times \left[\begin{array}{l} \text{此 C 節第 4 項列出的} \\ \text{調整值（如適用）} \end{array} \right]$$

2. 此保障只適用於香港的住院、日症或診所手術之索償（若於香港以外由於緊急情況之醫療事故而須入住當地醫院或於當地進行手術並獲註冊西醫簽署證明則例外）。儘管有上述規定，此保障不會支付在診所或醫院的日症房由註冊西醫進行之內窺鏡程序及病毒性疣及皮損程序診所手術或日症所收取的任何醫療費用。
3. 此保障並不會就入住總統套房 / 貴賓房 / 豪華房的住院費用而作出賠償。
4. 如會員入住之醫院住房級別較本合約指定下的為高，下列的調整值會與賠償百分比一併應用作為賠償計算：
- | 指定住房級別 | 實際入住級別 | 調整值 |
|--------|--------|-----|
| 半私家房 | 私家房 | 50% |
| 大房 | 半私家房 | 50% |
| 大房 | 私家房 | 25% |
5. 下列有關終生最高賠償額的條款及細則只適用於在合約生效日時年齡已屆六十五(65)歲的會員：
- (a) 任何按此節支付的賠償，將會於終生最高賠償額內扣除。於本合約年度完結時的終生最高賠償額餘額將被撥歸為下一合約年度的終生最高賠償額。
- (b) 如會員申請更改保障等級獲保柏接納，下一合約年度的終生最高賠償額將相等於新保障級別的最高賠償額(在有關保障金額表內訂明)，減去由會員六十五(65)歲後之合約生效日起曾在此節支付的累積賠償額。
6. 若會員由於以下原因住院時入住較高級別的病房，本 C 節之保障可獲的賠償將不會根據上述第 3 及 4 項作出調整，(i) 在緊急情況接受治療的情況下醫院之指定或較之為低的病房級別床位短缺；或(ii) 需要住院隔離導致需要入住特定級別的病房。

D 節 - 住院現金保障

在「住房及膳食費保障」可獲賠償之情況下，此保障將就會員之最少連續 3 天（於此文所述的一天指 24 小時）並由註冊西醫照料下的住院作賠償；每日有關保障將等於「住院現金保障」所適用之最高賠償額；此保障將自住院第 3 日起開始計算並以不超過在保障金額表中適用之每合約年度最多日數為限；此保障並不會就首兩天住院支付保障。

E 節 - 門診保障

在本合約條款及細則規限下，此 E 節內之費用賠償將等於接受下列服務時實際被收取的費用，並以保障金額表所示之最高賠償額及最多求診次數為限。

- 1. 普通科醫生保障**
此保障將支付會員於普通科醫生診所由普通科醫生診治的診症費。有關保障每日將不可超過「普通科醫生保障」所適用之每次最高賠償額。
- 2. 專科醫生保障**
此保障將支付會員於專科醫生診所由專科醫生診治的診症費，但須有註冊西醫的書面轉介信（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）。有關保障每日將不可超過「專科醫生保障」所適用之每次最高賠償額。
- 3. 家中應診保障**
此保障將支付會員由註冊西醫於會員家中應診的診症費。有關保障每日將不可超過「家中應診保障」所適用之每次最高賠償額。
- 4. 物理治療師保障**
此保障將支付會員於門診由物理治療師進行物理治療的診症費用，但須有註冊西醫的書面轉介信。有關保障每日將不可超過「物理治療師保障」所適用之每次最高賠償額。
- 5. 脊醫保障**
此保障將支付會員於門診由脊醫進行脊醫治療的診症費用，但須有註冊西醫的書面轉介信。有關保障每日將不可超過「脊醫保障」所適用之每次最高賠償額。
- 6. 中醫師保障**
此保障將支付會員(i)於註冊中醫門診診所由註冊中醫診治的診症費，及於診治當日由該中醫處方並由合法來源於診治當日取得之醫療必需中藥費用；或(ii)由註冊中醫處方並由合法來源（不論是否於該註冊中醫的門診診所）取得之醫療必需中藥費用。此保障亦會支付由註冊中醫於門診進行的針灸治療及推拿。有關保障每日將不可超過「中醫師保障」所適用之每次最高賠償額。
- 7. 跌打醫師保障**
此保障將支付會員(i)於註冊中醫門診診所由註冊中醫提供跌打診治的診症費，及於診治當日由該中醫處方並由合法來源於診治當日取得之醫療必需中藥費用；或(ii)由註冊中醫處方並由合法來源（不論是否於該註冊中醫的門診診所）取得之醫療必需中藥費用。此保障亦會支付由註冊中醫於門診進行的針灸治療及推拿。有關保障每日將不可超過「跌打醫師保障」所適用之每次最高賠償額。

8. 精神科相關治療保障

此保障將賠償會員到註冊西醫診所或註冊中醫診所，接受關於精神、心理、情緒或行為症狀、認知障礙症（包括阿茲海默氏症）和帕金森病的門診診治。此保障將支付該次就醫時，接受由註冊西醫提供的診症、醫療所需西藥、診斷成像檢測及化驗或由註冊中醫提供的診症、中藥、針灸治療、只限 X 光及化驗所招致的醫療費用。

為免存疑，若此保障所賠償的費用亦受保於本 E 節所列明的其他保障項目，則有關費用將只會根據此節單獨獲得賠償，而不會根據此 E 節其他保障項目獲得任何賠償。儘管與「一般條款」中第 11 項所述的不受保障項目有任何不一致，此保障亦會賠償因先天性疾病及懷孕（包括其併發症）（如適用）所引致的精神、心理或行為症狀；然而，所有因濫用藥物及酗酒引致或與其相關的所有症狀或疾病一律明確地不會獲得賠償。

9. 臨床心理輔導保障

倘若會員經主診精神科醫生書面建議，到心理學家診所接受關於精神、心理、情緒或行為症狀的門診診治，此保障將支付會員該次就醫接受臨床心理輔導時，心理學家所收取的心理輔導費。

儘管與「一般條款」中第 11 項所述的不受保障項目有任何不一致，此保障亦會賠償因先天性疾病及懷孕（包括其併發症）所引致的精神、心理或行為症狀；然而，所有因濫用藥物及酗酒引致或與其相關的所有症狀及疾病一律明確地不會獲得賠償。

10. 醫生處方西藥保障

此保障將支付會員經由註冊西醫處方並由合法來源取得之醫療必需西藥費用。

11. 診斷影像及化驗保障

此保障將支付會員在獲得註冊西醫書面建議之所有影像及化驗或註冊中醫或脊醫書面建議只限 X 光及化驗的情況下於門診進行根據徵狀或診斷需要的影像或化驗所引致之費用。

F 節 - 產科保障

1. 此保障將支付下列費用：

- (a) 因懷孕或其相關狀況而住院之合資格醫療費用；
 - (b) 就產前及產後護理而接受由註冊西醫進行之診治、產前及產後檢查、診斷化驗及處方醫療所需西藥之收費；及
 - (c) 新生嬰兒於住院期間之護理費用。
2. 保障將根據該懷孕所選擇之分娩方法或最終手術類別以支付相關最高賠償額，按保障金額表中分別以順產分娩獲得「順產保障」賠償或剖腹分娩獲得「剖腹生產保障」。如懷孕因流產、經註冊西醫建議之墮胎手術或懷孕併發症而終止，將按保障金額表中「流產保障」獲得賠償。
3. 本節所列明之保障，僅賠償於此產科保障生效日後受孕，並連續受保於本保障九(9)個月或以上所招致的費用。除下列第 4 及 5 項所述之外，此保障並不會賠償由產科保障生效日起首九(9)個月等候期內的費用。
為免存疑，儘管懷孕期間橫跨多於一個合約年度，此保障將根據每次懷孕的最高賠償限額作出賠償。有關費用所產生的日期必須於本保障仍然生效的合約年度之內，此保障方會作出賠償。
4. 倘若因為終止懷孕或早產（妊娠二十(20)至三十七(37)週之間的分娩），此產科保障將不會應用以上第 3 項的九(9)個月等候期而作賠償，惟會員必須於此產科保障生效日後受孕。
為免存疑，若會員於妊娠三十七(37)週後但於九(9)個月等候期內分娩，將不獲此產科保障賠償。
5. 倘若已過九(9)個月等候期後而招致的合資格醫療費用已作賠償，而分娩後相關懷孕的賠償限額尚有餘額，此保障將根據分娩方式的最高賠償限額，亦會就九(9)個月的等候期內招致的合資格醫療費用作出賠償。
6. 此保障並不包括初生嬰兒住院其間任何疾病或損傷之醫療費用。
7. 就分娩套餐向醫院或註冊西醫支付的預繳費用，須於有關醫療服務提供後，保障方獲支付。
8. 為免存疑，此保障不會賠償所有因懷孕（包括其併發症）所引致或與其相關的任何精神、心理、情緒或行為症狀及疾病。

G 節 - 牙科保障

此保障將支付會員於網絡牙科中心內接受註冊牙醫診治或註冊牙齒衛生員洗牙實際被收取之有關醫療費用，並以保障金額表中訂明之最高限額為限。如會員於非網絡牙科中心進行保障項目的牙科治療，則以保障金額表中非網絡牙科中心保障下訂明之最高限額為限。請先直接向牙科服務供應商支付費用，然後再根據本合約的索償程序申請費用的索償。

如會員所涉及的費用已超過其最高賠償額或不屬於合約的合資格費用，則會員同意於收到保柏發出差額通知書的 14 天內發還有關差額。

H 節 - 免費保柏國際援助計劃

1. 一般條文

- 1.1 於此 H 節一欄所列的服務及援助（如有供應）均由國際救援（亞洲）公司（簡稱「IPA」）負責提供。所列服務及援助，如有不時之更改，將不會預先通知投保人或會員。於此 H 節一欄所列的服務及援助，保柏及 IPA 並非對方之代理。
- 1.2 保柏不須就會員因 IPA 或其代理提供之服務或建議或該等服務之供應而直接或間接受或招致之任何損失、損害、費用、起訴、訴訟或法律程序，向投保人或會員承擔任何責任。
- 1.3 如保柏和 IPA 之間的安排終止或 IPA 終止其業務，保柏沒有責任另覓其他供應商代替 IPA 或提供此 H 節一欄所列的服務及援助。
- 1.4 就此 H 節而言，除非文意另有指定，以下的字或詞句將具有以下涵義。
「居住國家」 指香港或護照上列明的會員永久居留地或主要工作所在地，但會員必須出示合理證明；保柏對會員居住國家的選擇擁有全權決定權。
「親人」 指會員的配偶、受供養子女、父母、兄弟及姊妹。

2. 援助服務及保障

如會員：

- (a) 遇上單獨及直接由暴力、意外、外在及可見之方式引致之不可預知嚴重身體受傷（此 H 節的「身體受傷」）；
- (b) 患上不可預知的疾病（此 H 節的「突發疾病」）；或
- (c) 需要此 H 節所列的醫療、旅遊、法律或行政援助，

而事發於居住國家以外（此 H 節下第 2.17、2.25 及 2.26 項之援助保障除外，此等保障可在本地取得）的旅程中，但該旅程須並非在罔顧註冊西醫的意見下進行，及 / 或該旅程並非為接受或尋求海外醫療或手術治療，則會員或其代表可以致電 IPA 的 24 小時緊急支援中心提出口頭通知，即可直接獲 IPA 提供下列全球援助服務及保障。

醫療援助服務

- 2.1 **電話醫療建議**
當需要醫療建議，會員可致電 IPA 的緊急中心詢問當值註冊西醫有關醫療建議及評估，但該項電話服務只可作為參考用途，絕非診斷。
- 2.2 **醫生轉介服務**
若有需要 IPA 可轉介會員至專科醫生或診所為會員作個人醫療評估。
- 2.3 **必要藥物及醫療器材**
若會員所需的必要藥物及/或醫療器材未能於當地取得，在當地主診註冊西醫要求時，IPA 將在可行及法律許可之情況下，運送該等藥物及/或醫療器材到會員身處之地，費用由會員支付。
- 2.4 **遣派註冊西醫**
於危急情況如會員未能透過電話得到足夠之醫療建議，或會員不宜走動但當地醫療缺乏下，IPA 可安排適當醫生應診。
- 2.5 **醫療護送（不設上限）**
若會員身體受傷或患上突發疾病，而 IPA 之醫療隊伍及當值註冊西醫均建議會員在另一醫療機構住院接受所需之適當治療時，IPA 會安排和支付所需交通費用：
(a) 護送會員至最近的一間備有合適醫療設備的醫療機構；或
(b) 直接運返其居住國家（如情況許可）。IPA 之醫療隊伍及主診註冊西醫會視乎環境而決定所需之安排。
- 2.6 **治療後送返居住國家（不設上限）**
於接受此 H 節第 2.5 項的醫療護送服務後，如會員須接受治療，IPA 將安排會員乘坐固定班次之航機（經濟客位）或其他合適之交通工具，護送會員返回其居住國家的適當醫療機構。任何有關安排送返居住國家服務之事宜，須由主診註冊西醫及 IPA 緊急中心共同決定。
- 2.7 **墊支住院按金**
經會員的主診註冊西醫及 IPA 之醫生共同正式同意，認為會員須要入住醫院，而會員又無法支付住院按金的情況下，IPA 將提供最高達港幣 39,000 元之住院按金或作為該筆住院按金之擔保人，但會員將須在 45 日內清付所墊支的款項及該項服務費用（不須繳付利息）。IPA 在墊支住院按金前會向會員或其代表索取有效之貸款授權。
- 2.8 **跟進病情**
當會員身在居住國家以外地方接受住院治療，IPA 將會跟進會員的醫療狀況，並向會員之僱主或家屬匯報最新病況。
- 2.9 **安排家屬前往探望**
若會員於外地住院達連續 7 天以上，IPA 將安排一位會員指定之人士或其親屬（如會員因病未能指示）乘搭客機（經濟客位）前往探望會員，並代其支付來回機票及一般酒店住宿，最高達港幣 16,000 元。
- 2.10 **同行伙伴之額外交通及住宿費**
IPA 將安排並支付與會員同行之伙伴因會員發生事故而接受此 H 節第 2.5 項醫療護送所引致的額外交通及住宿費用，會員於每一事故最高可享港幣 15,000 元，並以每日港幣 2,000 元為限。
- 2.11 **安排乏人照顧之子女返回居住國家**
若會員於外地入院而未能照顧其同行之 18 歲或 23 歲（如屬全職學生）以下受供養子女，則 IPA 將安排及支付該名（或多名）子女乘坐客機（經濟客位）返回其居住國家。
- 2.12 **出院後療養住宿**
若會員之主診註冊西醫及 IPA 之醫生均認為會員於出院後即時入住當地酒店繼續療養乃醫療必需，IPA 將為會員安排及支付該等合理酒店住宿費用，以每天最高港幣 1,950 元及最多連續 4 天為限。
- 2.13 **安排返回原來工作地點**
在由 IPA 醫療護送或送返居住國家接受治療後的一個月內，如會員提出要求，IPA 會安排及提供單程經濟客位機票予會員返回原來工作地點。
會員須負責決定是否恢復工作，並須負責取得醫生有關文件以證明其是否適合乘坐飛機或恢復工作，而會員及 / 或其主診註冊西醫須負責上此決定之一切責任。IPA 並不牽涉在內。
- 2.14 **遺體或骨灰運送服務（不設上限）**
如會員不幸身故，IPA 將安排其遺體或骨灰由身故地方運返其居住國家安葬，IPA 並將支付有關運送費用。
- 2.15 **臨時安排返回居住國家**
當會員身在海外（不包括移民）而獲悉親人在居住國家身故，並須立即折返其居住國家，IPA 將安排和支付會員乘坐定期航班（經濟客位）返回其居住國家及支付有關的機票費用。
- 2.16 **醫療護送及返港後之額外住院保障**
若「保障述要」內 A 節、B 節及 C 節（如適用）之保障已耗盡，並根據此 H 節內第 2.6 項之「治療後送返居住國家」返回香港後即時入院，合資格之住院費將額外賠償至最高達港幣 120,000 元。
- 在此 H 節第 2.5、2.6、2.11、2.13 及 2.15 項之服務中，如 IPA 為會員重新安排機票或交通，會員（及 / 或其同行伙伴，如適用）須把未使用之回程機票交回 IPA。

旅遊支援服務

- 2.17 **旅遊資料**
在旅程之前或期間，會員可致電 IPA 查詢以下資料：
(a) 最新的免疫及防疫要求及需要。
(b) 世界各地天氣、貨幣兌換率、銀行工作日、當地語言、護照及簽證要求。
(c) 機場稅或海關條例。
(d) 提供傳譯員轉介服務或護送小童服務。
(e) 因醫療緣故傳遞緊急訊息。
- 2.18 **代尋並轉送行李**
如會員行李於運送途中遺失或由同一承運商誤運往錯誤路線，IPA 會協助聯絡有關單位如航空公司、海關人員，並安排尋回的行李送返會員指定地方。
- 2.19 **緊急行程調配安排**
若緊急事故迫使會員更改其原來計劃，IPA 將會協助會員重新安排其乘坐之飛機班次。
- 2.20 **遺失旅遊證件的行政協助**
IPA 將提供會員有關向當地機構補領遺失或被竊證件的手續等資料。
- 2.21 **任中橫服務**
倘若會員遇上身體受傷或突發疾病並需要於中華人民共和國（「中國」）入住醫院接受緊急治療，會員可入住在 IPA 之中國醫院網絡（此 H 節內稱為「任中橫網絡」）內最接近之醫院。會員須出示有效的保柏國際援助計劃卡及旅遊證件，醫院便會在無須會員直接支付住院按金的情況下提供治療。IPA 須向醫院提供會員入院所需的按金擔保。會員出院時須直接付清全部醫療費用，包括由 IPA

所擔保之入院按金。IPA 並不會支付任何費用。

法律援助

2.22 提供法律轉介

IPA 可提供各地律師或律師行的電話號碼及地址。

2.23 法律援助

如會員在不涉及工作、業務、專業或受僱情況下遇上意外，IPA 將會：

- (a) 為會員在法律程序中提供有關國家民事法律上的民事責任的辯護；及
- (b) 為會員在遇上個人損傷及 / 或個人物品遭損壞後（而有關損害估計超過港幣 5,000 元）進行法律程序向可識別的第三方追討賠償。

在以上種種情況，由 IPA 委任的大律師及 / 或律師，須以法律身份代表會員，IPA 無須因其委任大律師及 / 或律師而被行使任何追索權、承擔責任或作出彌償。聘用大律師及 / 或律師的費用將會由 IPA 支付，最高為港幣 40,000 元。

2.24 保釋金墊支

IPA 將會代會員預付最高港幣 40,000 元的保證金，以擔保會員在交通意外後被有關當地機構拘留時可支付有關程序所需之費用。IPA 不會代會員預付任何涉及民事法律責任、罰款或個人補償及 / 或獲釋的款項。IPA 提供的預付，將會一律被視為由 IPA 向會員提供的貸款，會員須在該墊支款項日起 30 日內全數清還 IPA。此保釋金墊支不包括與專業及 / 或刑事有關的申索以及因駕駛汽車引致的申索。如會員未能償還 IPA 所墊支的款項，投保人須負責償還。

本地支援服務—下列服務只適用於香港

2.25 褫母及看護及臨時家庭傭工轉介

IPA 可協助會員安排褫母及 / 或私家看護及 / 或臨時家庭傭工，或提供服務提供者的名稱、電話號碼及地址。

2.26 供電系統修理技工及鎖匠轉介

IPA 可協助會員安排合資格技工上門維修電路故障或安排鎖匠上門開鎖或解決相關問題。

3. 限制及責任

3.1 地區限制

此 H 節第 2.1 至 2.24 項之支援服務適用於會員居住國家以外之地區。第 2.25 及 2.26 項之支援服務只適用於香港。

3.2 IPA 之責任

IPA 所轉介之註冊西醫、醫院、診所及任何專業人員乃獨立承辦商，自行負責本身的作為，而並非受僱或聘用於 IPA 或作為 IPA 的代理，但 IPA 將謹慎選擇具備合適資格及被當地政府認可的專業人員。

3.3 終止服務

如會員所屬之合約終止或會員不再受保於本合約，此國際援助計劃的服務及保障便告失效。

4. 不受保障項目

4.1 不保事項

若會員所遭遇之身體受傷或突發疾病乃由下列原因所造成，此 H 節下之服務及支援，將不能提供：

- (a) 已存在病症及於保障開始日前其病徵會促使一般審慎人士尋求診斷、護理或治療的任何疾病，又或於保障開始日前經已由醫生提供醫療意見或建議治療的病症。
- (b) 任何未經 IPA 授權及 / 或參與的服務。
- (c) 會員懷孕、分娩或於產期前三個月內的併發症，即使這些情況是由意外所引致或加速形成。
- (d) 會員因參與職業或比賽性質的運動、水上運動、冬季運動、賽馬、賽車、洞穴探險、攀石或攀山、綁繩跳崖、跳傘或習武等直接或間接引起的身體受傷。
- (e) 任何未經 IPA 預先同意下所使用服務的費用。
- (f) 其他所有於本合約列明之不保事項。

4.2 不可抗力之免責事由

因罷工、戰爭、敵國入侵、武裝衝突（不論是否正式宣戰）、內戰、內亂、叛亂、恐怖行動、政變、暴動、群眾騷擾、政治或行政干預、輻射能或天災等妨礙 IPA 提供支援服務的不可抗力事項，使 IPA 之救助行動延誤或無法進行者，保柏及 IPA 不負任何責任。

I 節 - 健康支援服務

使用健康支援服務（如適用）須隨時受限於本公司所規定之「健康支援服務條款及細則」，該條款及細則將會構成本合約的一部分，本公司並會不時就該條款及細則作出修訂。最新版本之條款及細則請參閱本公司網頁 <https://www.bupa.com.hk/health-coaching-services> 內之「健康支援服務條款及細則」。「健康支援服務條款及細則」內第 2 節所訂明的服務，將根據會員所選取的住房等級（如適用）而釐定。本合約所適用的健康支援服務，已列明於保障金額表。

(1 January 2023 Edition)

Bupa issues this Contract to the Subscriber and agrees, subject to all the terms and conditions appearing in the Contract, to pay to the Subscriber the Benefits in accordance with the Schedule of Benefits. In consideration of the payment of Subscriptions and on the basis of the Application submitted to Bupa, Bupa hereby agrees to issue this Contract to cover the Subscriber and provide the Benefits in accordance with the terms and conditions set out herein.

General Conditions

In construing this Contract:

- (a) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (b) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (c) the headings in this Contract are for the purposes of reference only and shall not affect the interpretation or application of any of the terms hereof; and
- (d) references to "this Contract" or "the Contract" shall mean this Contract as amended from time to time. References to Clauses, Section and Schedules are to clauses, section and schedules of this Contract.

1. Definitions

In this Contract where consistent with the contents, the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter gender; and each of the following words and expressions shall have the following meanings, except where the context otherwise requires.

"Accident"	means an external, sudden, violent and unexpected event of visible nature which shall, independently of any other cause, be the sole cause of bodily injury.
"Anaesthetist"	means a Registered Medical Practitioner who is registered under Anaesthesiology of the Specialist Register of the Medical Council of Hong Kong or the equivalent.
"Application"	means the application form submitted by the Subscriber to Bupa for the issuance of the Contract or change of Benefit under the Contract.
"Benefit"	means the benefit payable by Bupa under this Contract.
"Bupa"	means Bupa (Asia) Limited.
"Bupa HealthCare Appointed Hospital"	means the Hospitals referred to as such in the List of Bupa HealthCare Appointed Hospitals and Specialists.
"Bupa HealthCare Appointed Specialist"	means the Specialists referred to as such in the List of Bupa HealthCare Appointed Hospitals and Specialists.
"Bupa HealthCare Appointed Service Providers"	means the Registered Medical Practitioners, Hospitals, cancer centres, diabetic centres, day-case centres and other medical service providers as having been appointed by Bupa on behalf of the Subscriber and who have entered into arrangements with Bupa to provide medical services to the Member whose eligible medical expenses shall be payable under Full Cover Benefit.
"Bupa Worldwide Assistance Programme" "BHC Card"	means any or all the Benefits as outlined in Section H of the Description of Benefits . means the Bupa HealthCare Card issued by Bupa to an eligible Member in such manner as Bupa may from time to time determine for use by the Member in payment of such medical expenses charged by: (a) Bupa HealthCare Appointed Service Providers (applicable to the Member who has enrolled in Full Cover Benefit) (b) Bupa HealthCare Appointed Hospitals and any other designated Hong Kong private Hospitals (only applicable to the Member who has enrolled in Supplementary Major Medical Benefit) as shall be payable by Bupa under the Contract.
"Chinese Medicines"	means the Chinese medicines legally registered in the Chinese Medicines Board under Chinese Medicine Council in Hong Kong pursuant to the Chinese Medicine Ordinance (Chapter 549, Laws of Hong Kong) or the equivalent legal authority of any other place rendering Chinese medicines treatment.
"Chiropractor"	means a 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 chiropractic service through manipulation of joints and has qualifications at least equivalent to those of a chiropractor registered pursuant to the Chiropractors Registration Ordinance (Chapter 428, Laws of Hong Kong).
"Clinical Benefit"	means any or all the Benefits as outlined in Section E of the Description of Benefits , if applicable.
"Clinical Operation"	means a surgical procedure which may effectively be undertaken at a clinic by a Registered Medical Practitioner where a stay in Hospital is not Medically Necessary provided that the surgical procedure falls under the Schedule of Surgical Operations and is classified as clinical operation therein.
"Congenital Conditions"	means medical abnormalities existing at the time of birth, regardless of whether they are known or unknown to the Member. 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.
"Contract"	means the terms, conditions and exceptions contained in or endorsed in this contract, the Membership Certificate, the Application, the Schedule of Benefits and any other schedule attached to this contract and any endorsement(s) and amendment(s) thereto signed by the authorised representative of Bupa.
"Contract Anniversary Date"	means the same date in the subsequent calendar year as the Contract Effective Date, stated as such in the Membership Certificate or as stipulated in subsequent endorsement, if any.
"Contract Effective Date"	means the date stated as such in the Membership Certificate or as stipulated in subsequent endorsement, if any, being the effective date or the renewal date of this Contract as the case may be in consideration of the payment of Subscription.
"Contract Year"	means the period commencing from the Contract Effective Date and expiring on the Contract Anniversary Date stated as such in the Membership Certificate or as stipulated in subsequent endorsement, if any.
"Coverage Commencement Date"	means the coverage commencement date as stated in the Membership Certificate or as stipulated in subsequent endorsement, if any.
"Credit Limit"	means the maximum credit amount of the BHC Card that is determined by Bupa from time to time.

"Day Case"	means a surgical procedure, Non-surgical Cancer Treatment and kidney dialysis (if applicable under this contract) which may effectively be undertaken at a clinic or day-case unit of a Hospital by a Registered Medical Practitioner where an overnight stay in Hospital is not Medically Necessary provided that the surgical procedure falls under the Schedule of Surgical Operations and is classified as Day Case therein.
"Dental Benefit"	means any or all of the Benefits as outlined in Section G of the Description of Benefits , if applicable.
"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 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.
"Emergency"	means unplanned Hospital Confinement and condition that is acute in nature and wherein the initial sign or symptom, and the consultation or treatment for this condition cannot be and are not separated by more than forty-eight (48) hours.
"Full Cover Benefit"	means any or all the Benefits as outlined in Section B of the Description of Benefits, if applicable.
"General Practitioner"	means a Registered Medical Practitioner who is registered in the General Register of the Medical Council of Hong Kong or the equivalent.
"Hereditary Conditions"	means medical conditions genetically transmitted from parent to offspring.
"Hong Kong"	means the Hong Kong Special Administrative Region of the People's Republic of China.
"Hospital"	means any establishment registered or licensed as a hospital under the laws of the territory in which that establishment is situated to provide medical services for the sick, injured or those who require medical treatment, 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. "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.
"Hospital and Surgical Benefit"	means any or all the Benefits as outlined in Section A of the Description of Benefits .
"Hospital Cash Benefit"	means any or all of the Benefit as outlined in Section D of the Description of Benefits , if applicable.
"Hospital Confinement"	means confinement in a Hospital 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 Contract, the Member must stay in the Hospital for the entire period of confinement and room and board charges must be incurred.
"Levy"	means the prescribed levy as stipulated in the Insurance Ordinance (Cap. 41) and the Insurance (Levy) Regulation (Cap. 41I) and as prescribed and calculated in the Insurance (Levy) Order (Cap. 41J).
"Lifetime Limit"	means the aggregate sum of Benefits that will be reimbursed by Bupa under Section C of the Description of Benefits in this Contract, subject to the terms and conditions of Section C .
"List of Bupa HealthCare Appointed Hospitals and Specialists"	means the list that contains the particulars of the Bupa HealthCare Appointed Service Providers in either print or digital format as published by Bupa and amended from time to time.
"Maternity Benefit"	means any or all the Benefits as outlined in Section F of the Description of Benefits , if applicable.
"Maximum Limit"	means the maximum amount that will be paid or reimbursed by Bupa subject to the terms and conditions of the Contract with regard to the relevant Benefit as specified in the Schedule of Benefits.
"Medically Necessary"	means the necessity to have a treatment, medical service or medication which is: <ul style="list-style-type: none"> (a) consistent with the diagnosis and customary medical treatment for the condition at a Normal and Customary charge; (b) in accordance with standards of good and prudent medical practice; (c) necessary for such a diagnosis or treatment; (d) not furnished primarily for the convenience of the Member, Registered Medical Practitioner, Registered Chinese Medicine Practitioner, Physiotherapist, Psychiatrist, Psychologist, Anaesthetist or any other medical service providers; (e) furnished at the most appropriate level which can be safely and effectively provided to the Member; and (f) with respect to Hospital Confinement, not furnished primarily for diagnostic scanning purpose, imaging examination or physical therapy. <p>For the avoidance of doubt, the recommendation of the attending Registered Medical Practitioner is not the sole factor to be considered when determining whether a treatment, medical service or medication is Medically Necessary</p> <p>For the purpose of this Contract, without prejudice to the generality of the foregoing, circumstances where a Hospital Confinement is considered Medically Necessary include, but are not limited to -</p> <ul style="list-style-type: none"> (i) the Member is having an Emergency that requires urgent treatment which should be performed at a Hospital; (ii) surgical procedures which are medically required to be performed under general anaesthesia; (iii) equipment for surgical procedure is available in Hospital and procedure cannot be done on a Day Case basis; (iv) there is significantly severe co-morbidity of the Member; and/ or (v) taking into account the individual circumstances of the Member and for the safety of the Member, the medical service should only be conducted in Hospital. <p>For the purposes of interpreting "standards of good and prudent medical practice", Bupa shall consider the followings:</p> <ul style="list-style-type: none"> I. standards that are based on clinically proven evidence in appropriately reviewed, independent medical journals; II. relevant specialty body recommendations; and III. in accordance with standards of generally accepted medical practice.
"Member"	means the Subscriber named as the Member in the Membership Certificate.
"Membership Certificate"	means the certificate issued by Bupa to Subscriber covered under this Contract and such certificate shall list out the name of the Subscriber, the Contract Effective Date, the coverage and other particulars as amended from time to time.

“Network Dental Centre”	means the list of dental service providers appointed by Bupa to provide the covered dental services items as specified under the Schedule of Benefits. The particulars of these dental service providers are published by Bupa in either print or digital format and shall be amended from time to time.
“Non-surgical Cancer Treatment”	means cancer treatment for chemotherapy, radiotherapy, targeted therapy, immunotherapy and hormonal therapy.
“Normal and Customary”	<p>in relation to fees, 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 Bupa in utmost good faith. The Normal and Customary charges shall not in any event exceed the actual charges incurred.</p> <p>In determining whether a charge is Normal and Customary, Bupa shall make reference to the followings (if applicable),</p> <p>(a) treatment or service fee statistics and surveys in the insurance or medical industry;</p> <p>(b) internal or industry claim statistics;</p> <p>(c) gazette published by the Hong Kong government; and/or</p> <p>(d) other pertinent source of reference in the locality where the treatments, services or supplies are provided.</p>
“Operating Theatre”	means any facility designated for and equipped to perform surgical operations or procedure, and have satisfied at least equivalent to the requirements stipulated in the Code of Practice for Day Procedure Centres or the Code of Practice for Hospitals issued by the Director of Health in Hong Kong, or any other applicable code of practice or regulation pursuant to the Private Healthcare Facilities Ordinance (Chapter 633, Laws of Hong Kong).
“Overall Annual Limit”	means the aggregate sum of Benefits as shown in the Schedule of Benefits which the Member is entitled to receive during the Contract Year under Section A of the Description of Benefits .
“Physiotherapist”	means a 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 assessment and treatment service on physical disabilities by means of remedial exercises, manual therapy and mechanical, thermal or electrical energy and has qualifications at least equivalent to those of a physiotherapist registered pursuant to the Supplementary Medical Professions Ordinance (Chapter 359, Laws of Hong Kong).
“Pre-existing Conditions”	<p>means illness or injury that commenced or presented sign(s) and symptoms, prior to,</p> <p>(a) with respect to Hospital and Surgical Benefit, the Coverage Commencement Date;</p> <p>(b) with respect to Full Cover Benefit, Supplementary Major Medical Benefit, Hospital Cash Benefit and Clinical Benefit, the latest date from which the Member commenced to have continuous and uninterrupted Full Cover Benefit, Supplementary Major Medical Benefit, Hospital Cash Benefit and Clinical Benefit respectively.</p>
“Private Room”	means a room for the Member’s private use during his Hospital Confinement with its own private facilities. This includes a bedroom and bath or shower room, but not including kitchen, dining or sitting rooms.
“Psychiatrist”	means a Registered Medical Practitioner approved as such by Bupa or a Registered Medical Practitioner who is legally authorised in Hong Kong or any other place where medical expenses are incurred to render psychiatric services and has qualifications at least equivalent to those of a psychiatrist registered under the Specialist Register of the Medical Council of Hong Kong.
“Psychologist”	means a person (other than the Member himself, his relatives, family or business partners unless approved by Bupa) approved as such by Bupa or a person who is fully trained in Hong Kong or legally qualified and permitted in any other place where medical expenses are incurred to render services for emotional and behavioural disorder following completion of a degree in psychology and has qualifications at least equivalent to those of a psychologist registered with the Hong Kong Psychological Society.
“Qualified Nurse”	means a nurse (other than the Member himself, his relatives, family or business partners unless approved by Bupa) who is legally qualified 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.
“Registered Chinese Medicine Practitioner”	means a Chinese medicine practitioner or 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 Chinese Medicines treatment and has qualifications at least equivalent to those of a Chinese medicine practitioner registered pursuant to the Chinese Medicine Ordinance (Chapter 549, Laws of Hong Kong).
“Registered Dental Hygienist”	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 dental services and has qualifications at least equivalent to those of a dental hygienist registered pursuant to the Ancillary Dental Workers (Dental Hygienists) Registrations (Chapter 156B, Laws of Hong Kong).
“Registered Dentist”	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 dental services and has qualifications at least equivalent to those of a dentist registered pursuant to the Dentist Registration Ordinance (Chapter 156, Laws of Hong Kong).
“Registered Medical Practitioner”	means a General Practitioner, Specialist or 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).
“Schedule of Benefits”	means the schedule as amended from time to time in which the Benefit items and amount of each Benefit are set forth. This shall also include the Schedule of Benefits issued at the date of the Contract and any other schedule thereafter varied in accordance with Clause 13(b-e) of the General Conditions .
“Schedule of Surgical Operations”	means the surgical schedule attached to this Contract and a full list of Schedule of Surgical Operations of Bupa as amended from time to time without prior notice to the Member in which surgical operations are classified into different categories according to the relative degree of complexity of operations involved. The classification shall include minor, intermediate, major and complex operation. If the operation performed is not included in the Schedule of Surgical Operations, Bupa will determine its category using an operation of equivalent difficulty and severity as a basis.

"Shortfall"	means expenses incurred by a person who has used the BHC Card for payment of such expenses, which is not covered by this Contract.
"Specialist"	means a Registered Medical Practitioner approved as such by Bupa or a Registered Medical Practitioner who is registered under the Specialist Register of the Medical Council of Hong Kong or equivalent and qualified to practise specialist care according to the qualified speciality.
"Subscriber"	means the owner of the Contract whose name appears as the Subscriber in the Membership Certificate.
"Subscription"	means the sum stated as such in the Membership Certificate, being payable or paid by the Subscriber to Bupa in consideration of Bupa agreeing to provide the Benefit to the Subscriber.
"Supplementary Major Medical Benefit"	means the Benefit as outlined in Section C of the Description of Benefits , if applicable.
"Western Medication"	means medication legally registered with the Pharmaceutical Service of Department of Health in Hong Kong or the equivalent legal authority of any other place where expenses are incurred to render western medicine and surgical services.

2. The Contract

- (a) This Contract constitutes the entire agreement between the Subscriber and Bupa.
- (b) All statements made by the Subscriber shall be deemed representations and not warranties.
- (c) Any change to this Contract including but not limited to addition, alteration, amendment and deletion of any terms and conditions of the Contract, shall not be valid unless approved by Bupa in writing and signed by the authorised representative of Bupa.
- (d) No agent or broker is authorised to do any of the following things on behalf of Bupa:
 - i. remove or vary any of the terms and conditions of the Contract or introduce any other terms and conditions, written or oral, into the Contract;
 - ii. make any representation, agree any condition precedent or enter into any collateral contract with respect to this Contract;
 - iii. accept any offer or counter-offer made by the Subscriber; and
 - iv. approve or reject any claim under this Contract.
- (e) Except as provided for in **Clauses 6(a), 7, 12(c), 19 and 21-24 of the General Conditions**, the Contract cannot be terminated unilaterally by Bupa or the Subscriber before it expires on the Contract Anniversary Date.
- (f) Subject to **Clauses 6(c) ii and 13(b-e) of the General Conditions**, the Subscriber shall elect the Benefit level, scheme option or payment method of Subscription by giving written notice to Bupa one (1) month before the Contract Anniversary Date. Any such changes shall be effected on the Contract Anniversary Date if approved by Bupa in accordance with Bupa's guidelines as determined from time to time.
- (g) Bupa may amend the rate of Subscription, Benefits, terms and conditions of the Contract from time to time subject to prior written notice to the Subscriber, provided that such amendments apply to all members of the same age under the same product and upon renewal. Any such changes shall be effected on the Contract Anniversary Date. Prior written notice by Bupa to the Subscriber is not required for Subscription adjustments (if any) according to the age of a Member.

3. First-time Registration

On the date of first-time registration under the Contract:

- (a) the Member is not a permanent resident of the United States of America, Japan or the Commonwealth of Puerto Rico as defined under **Clause 7 of the General Conditions**;
- (b) the Subscriber must be eighteen (18) years old or above on the Coverage Commencement Date;
- (c) the Subscriber must hold a Hong Kong dollars current or savings bank account with any bank in Hong Kong; and
- (d) Bupa reserves the right to decline any Application.

4. Payment of Subscription

- (a) The Contract shall not commence or continue to be in force (and no Benefits shall accrue or be payable hereunder) until the Subscription payable under the Contract is actually received in full in cleared funds by Bupa.
- (b) Subscription shall be due on the Contract Effective Date, subsequent billing cycles and the Contract Anniversary Date. Except as provided for in **Clause 19 of the General Conditions**, Subscription paid is non-refundable.
- (c) The Insurance Ordinance (Cap. 41) stipulates that a prescribed levy is payable to the Hong Kong Insurance Authority for the insurance contract by its policy holder. Unless otherwise informed by Bupa in writing, Subscriber is required to pay such amount of Levy and at such rates as specified by the Insurance (Levy) Order through Bupa together with the Subscription. Any non-payment of Levy by the Subscriber will result in Bupa making a report to the Insurance Authority for such non-payment as well as providing all relevant information including the Subscriber's name, contact information, levy amount and other information of this Contract as required by the Insurance Authority.

5. Entitlement to and Payment of Benefits

- (a) Subject to the terms and conditions of this Contract, the Member shall be entitled to the Benefits payable under this Contract with effect from his Coverage Commencement Date provided that, with the exception of Hospital Cash Benefit, if applicable, under no circumstances the Member is entitled to receive a Benefit of which the total amount is greater than the actual amount of expenses incurred by the Member.
- (b) Benefits are payable in respect of treatment, medical service or medication which is:
 - i. Medically Necessary;
 - ii. given or personally controlled on a day to day basis by a Registered Medical Practitioner, Registered Chinese Medicine Practitioner, Physiotherapist, Psychiatrist, Psychologist, Anaesthetist or other medical service providers for the services payable as specified under this Contract;
 - iii. undertaken at facilities approved by Bupa for the treatment procedures or tests concerned and consistent with Bupa's guidelines for the best practice care and attention as issued from time to time; and
 - iv. given where all reasonable steps have been taken to minimise expenditure.
- (c) Clerical error in keeping the records shall not invalidate the Benefits of the Member which are otherwise validly in force nor continue such Benefits which are otherwise validly terminated.
- (d) All liabilities in respect of Benefits admitted by Bupa hereunder shall be paid to the Subscriber, or to any third party as directed by the Subscriber or in such other manner as may otherwise be agreed between the Subscriber and Bupa in any particular case, subject to the relevant terms and conditions of this Contract. Payment of Benefits shall be deemed to have been made by Bupa to the Subscriber where Bupa pays:
 - i. the Subscriber through autopay for the medical expenses incurred by the Subscriber, subject to the relevant terms and conditions of this Contract. If the account to be credited is not in the name of the Subscriber, an authorisation letter from the Subscriber is required. Bupa has the absolute right to reject the arrangement; or
 - ii. the appropriate Bupa HealthCare Appointed Service Providers for the settlement of the medical expenses incurred by the Subscriber. Payment of Benefits by Bupa shall be a full discharge of the liability of Bupa in respect of which the payment is made under the Contract.
- (e) If a part or whole of the medical expense incurred by the Member is covered by compensation, reimbursement, insurance or indemnity under any other sources, **Clause 11(c) of the General Conditions** shall apply and this Contract shall not be regarded as the primary provider of benefits for such medical expenses.

6. Termination of Benefits and Contract

- (a) Without limiting the application of **Clause 12 of the General Conditions**, if the Subscriber fails to act in utmost good faith, Bupa shall have the right to terminate the Contract, or to revise the terms and conditions of the Contract.
- (b) Bupa shall allow a grace period of two (2) months after the Subscription due date for payment of Subscription. This Contract shall continue to be in effect during the grace period but no benefits shall be payable unless the payment of Subscription is paid. If full payment of the Subscription is not received by Bupa on or before any Subscription due date at the expiration of the grace period, Bupa shall have the right to terminate the Contract from the Coverage Commencement Date or any subsequent Contract Effective Date as the case may be, by way of a written termination notice to the Subscriber and Bupa shall bear no liabilities in that particular Contract Year.
- (c) This Contract shall automatically terminate on the earliest of the following dates:
 - i. the date of termination of cover of the Member pursuant to **Clause 7 or 21-24 of the General Conditions**;
 - ii. when the Subscriber requests termination of this Contract by giving at least ten (10) days written notice to Bupa before the Contract Anniversary Date. Such termination shall be effected on the Contract Anniversary Date;

- iii. the first day of the month or year (as the case may be) in respect of which the Subscription is due but unpaid;
 - iv. date of the termination notice issued by Bupa to the Subscriber if Bupa decides to terminate this product; or
 - v. the day immediately following the death of such Subscriber.
- (d) The Supplementary Major Medical Benefit shall automatically terminate upon the Contract Anniversary Date immediately after the Lifetime Limit has been exhausted. With the exception of **Clause 6(a-c) of the General Conditions**, the Contract will not be terminated because of the exhaustion of the Lifetime Limit of the Supplementary Major Medical Benefit.

7. Residency

Bupa may terminate the cover of the relevant Member(s) with immediate effect or (where permitted to continue the cover of the relevant Member(s) until such date) with effect from the Contract Anniversary Date, if the law of the country in which the Member is located, or the Member's place of residence or nationality, including but not limited to the United States of America and Japan, or any other law which applies to Bupa or this Contract, prohibits the provision of healthcare cover by Bupa to local nationals, residents or citizens. The Subscriber is required to immediately notify Bupa in writing if it comes to the Subscriber's notice that any of the Members change place of residency or nationality during the Contract Year. Without limitation to the foregoing, a Member's cover shall not be renewed if such Member becomes a permanent resident of the United States of America, Japan or the Commonwealth of Puerto Rico. 'Permanent resident' shall mean a person residing in a country who is a citizen of or who is permitted under applicable laws to live and work, on a permanent basis, in that country.

This clause only applies if the Member's Coverage Commencement Date is on or after 1 January 2017.

8. Claims Procedure

- (a) Any claim for medical expenses incurred by the Member other than by use of the BHC Card under the Contract must be made using such claim form as prescribed by Bupa. All necessary original documents must be furnished by or on behalf of the Member within ninety (90) days after clinical visit, Clinical Operation, Day Case, or discharge from Hospital to which the claim relates, otherwise Bupa may reject such claim at its absolute discretion without assigning any reasons.
- (b) All information, certificates, evidence, medical reports and other data or materials as reasonably required by Bupa shall be furnished at the expenses of the claimant.
- (c) Bupa reserves the right at its own expense to appoint an independent medical examiner to examine the Member, as appropriate, when and as often as it may reasonably require during the pendency of a claim under the Contract.
- (d) Bupa shall not accept liability for any claim unless the required information referred to in **Clause 8(b) of the General Conditions** is received by Bupa within four (4) weeks from the issue date of any written request(s) from Bupa requesting such further information, unless otherwise agreed and approved by Bupa.

9. No Claim Renewal Discount

- (a) On any Contract Anniversary Date, a relevant renewal discount will be deducted from the Subscription of the Hospital and Surgical Benefit and Full Cover Benefit (if any) before any other discount (if any) in the Contract Year immediately following the Contract Anniversary Date provided that no Hospital and Surgical Benefit or Full Cover Benefit (if applicable) was paid or payable under the Contract during:
 - i. two (2) consecutive Contract Years preceding the Contract Anniversary Date to obtain a 5% no claim renewal discount;
 - ii. four (4) consecutive Contract Years preceding the Contract Anniversary Date to obtain a 10% no claim renewal discount; or
 - iii. six (6) consecutive Contract Years or above preceding the Contract Anniversary Date to obtain a 15% no claim renewal discount.
- (b) The Member shall only be entitled to one of **items i to iii under Clause 9(a) of the General Conditions** in any Contract Year.
- (c) In the event that a claim is paid in respect of the previous Contract Year after a no claim renewal discount is obtained by the Member, the discount shall be repaid to Bupa by the Member within twenty-one (21) days of an invoice being issued by Bupa.

10. Currency

- (a) Subscriptions, Levy and Benefits shall be payable in Hong Kong dollars.
- (b) Any claim for reimbursement of medical expenses made by the Member in any currency other than Hong Kong dollars shall be converted to Hong Kong dollars at the official buying rate of such currency for Hong Kong dollars in effect in Hong Kong at the day of clinical visit, Clinical Operation, Day Case or discharge from Hospital, or if no such official rate exists, at the rate certified as appropriate by a bank as determined by Bupa.

11. General Exclusions

Unless the Contract expressly provides to the contrary, Bupa shall not be liable to pay expenses incurred directly or indirectly in connection with and / or for, or in relation to any and all of the following:

- (a) Pre-existing Conditions (unless such conditions have been disclosed in the Application and accepted by Bupa).
- (b) Treatment, medical service, medication or investigation which is not Medically Necessary.
- (c) Subject to **Clause 5(e) of the General Conditions**, any illness or injury for which compensation is payable under any laws or regulations or any other insurance policy or any other sources except to the extent that such charges are not reimbursed by any such compensation, insurance policy or sources.
- (d) 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.
- (e) Any charges in respect of surgical or non-surgical cosmetic treatment (unless necessitated by injury caused by an Accident and the Member receives the Medically Necessary treatments or related services within one (1) year of the Accident), or hearing tests, routine blood tests, general check-ups, vaccinations or inoculations, Hair Mineral Analysis (HMA), health supplements or body weight control, eye refraction including but not limited to routine eye tests or any costs of fitting of spectacles or lens.
- (f) Congenital Conditions, Developmental Conditions or Hereditary Conditions.
- (g) Treatment that commenced during the first five (5) years of the Member's Coverage Commencement Date of this Contract and which in any way arises from, is attributable to, or is consequential upon Human Immunodeficiency Virus Infection.
- (h) Sexually Transmitted (Venereal) Diseases or their sequel.
- (i) Treatment relating to pregnancy, including diagnostic tests for pregnancy or resulting childbirth, abortion or miscarriage (unless it is a Maternity Benefit payable under **Section F of the Description of Benefits**); birth control, sterilisation or sex reassignment of either sex; infertility including in-vitro fertilisation or any other artificial method of inducing pregnancy; sexual dysfunction including but not limited to impotence, erectile dysfunction, premature ejaculation, regardless of cause.
- (j) Misuse or overdose of drugs or being under the influence of alcohol, self-inflicted injuries or attempted suicide.
- (k) Treatment relating to any illness or injury resulting from participation in criminal activities.
- (l) Alternative treatment including but not limited to Chinese medicines treatment, acupuncture, acupressure, tui na, hypnotism, rolfing, massage therapy, aromatherapy (unless it is a Chinese Herbalist Benefit or Chinese Bonesetter Benefit payable under **Section E of the Description of Benefits**).
- (m) Senile Dementia (including Alzheimer's disease), Parkinson's disease (unless it is a Psychiatric-related Treatments Benefit or Psychological Counselling Benefit payable under **Section E of the Description of Benefits**).
- (n) Psychological or psychiatric condition(s) of any and all kinds, including but not limited to psychoses, neuroses, depression, anxiety, anorexia nervosa, schizophrenia, behavioural disorders, delirium, insomnia, neurasthenia (unless it is a Psychiatric Treatment Benefit payable under **Section A of the Description of Benefits** or Psychiatric-related Treatments Benefit or Psychological Counselling Benefit payable under **Section E of the Description of Benefits**).
- (o) Any charges for the procurement or use of special braces and appliances, including but not limited to spectacles, hearing aids and other equipments such as wheel chairs and crutches.
- (p) Any treatment or investigation related to dental or gum conditions unless it is covered under **Section G of the Description of Benefits** or Emergency treatment arising from Accidents or the extraction of impacted wisdom teeth during Hospital Confinement. Follow-up treatment which is not related to such Hospital Confinement shall not be covered unless it is payable under **Section G of the Description of Benefits**.
- (q) Treatment arising from 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.
- (r) Non-medical services, including but not limited to guest meals, radio, telephone, photocopy, taxes (except the Value-Added Tax or Goods and Services Tax for medical services), medical report charges and the like.
- (s) Expenses incurred for experimental or unproven medical technology or procedure not in accordance with the standards of good and prudent medical practice. For the purposes of interpreting "standards of good and prudent medical practice", Bupa shall consider (I) standards that are based on clinically proven evidence in appropriately reviewed, independent medical journals; (II) relevant specialty body recommendations; and (III) in accordance with standards of generally accepted medical practice.

12. Material Disclosure

- (a) If the age or date of birth or other relevant facts relating to the Subscriber shall be found to have been inadvertently misstated, and if such misstatement affects the scale of Benefits or the amount of Subscription payable or the terms and conditions of the Contract, the true age and facts shall be used in determining whether Benefits are payable under the terms of the Contract, and in what amount shall an equitable adjustment of Subscription and Levy be made. An overpayment of Subscription and Levy will not adjust any Benefits upwards but will only result in a refund of the excess Subscription and Levy paid.
- (b) The truth of any statement or declaration made by the Subscriber and the due observance and fulfilment of the terms and conditions of the Contract insofar as they relate to anything to be done or complied with by the Subscriber shall be a condition precedent to the liability of Bupa to pay any Benefit under the Contract. The costs of obtaining any information reasonably required by Bupa for verification shall be borne by the Subscriber.
- (c) If any of the events listed below takes place, the Contract shall be void at the sole and absolute discretion of Bupa and any Benefits obtained by the Subscriber as a result of such events shall become immediately repayable to Bupa and Bupa reserves the right to recover from the Subscriber any cost related to the void Contract:
 - i. if any fact relating to the Subscriber or the Member which may impact the risk assessment by Bupa is incorrectly stated in, or omitted from the Application or any statement or declaration made for or by the Subscriber or the Member in the Application; or
 - ii. if the Contract, or any renewal thereof is obtained through any misstatement, misrepresentation or suppression; or
 - iii. if any claim made under this Contract is fraudulent or exaggerated.

13. Renewal and Change of Benefits

- (a) This Contract will be effective for a period of one (1) year from the Contract Effective Date in consideration of the payment of Subscription and shall be guaranteed to be renewed by Bupa (unless terminated pursuant to **Clause 6, 7 or 21-24 of the General Conditions**) automatically on a yearly basis subject to successful collection of the Subscription automatically from designated bank account/ credit card (where applicable) at such rate and on such terms as Bupa may determine in accordance with **Clause 2(g) of the General Conditions**. The claims experience or history of the Member would not result in the renewal being rejected by Bupa.
- (b) The Member may from time to time apply for variation of Benefits by changing the Benefit level and / or items within existing Contract by giving one (1) month's prior written notice to Bupa before the Contract Anniversary Date. Any such changes shall be effected on the Contract Anniversary Date.
- (c) If Bupa approves an application for variation of Benefits in accordance with Bupa's guidelines as determined from time to time, as from the effective date of the variation of Benefits, the Member shall only be entitled to the Benefits as varied and shall cease to be entitled to any Benefits that he was previously entitled to before the variation.
- (d) If the Benefit level after the change is higher than that which the Member is entitled to before the variation, Benefits are only payable in accordance with the Benefit level before the variation in relation to any illness or injury, or pregnancy (if Maternity Benefit is applicable) covered under this Contract that commenced prior to such variation of Benefits.
- (e) Bupa reserves the right to decline an application for variation of Benefits as it may think fit without assigning any reasons.

14. Ownership and Assignment of the Contract

Unless otherwise provided, Bupa shall be entitled to treat the Subscriber as the absolute owner of the Contract. This Contract cannot be assigned or transferred, whether in whole or in part, to any person without the written consent of Bupa.

15. Legal Proceedings

No action in law may be brought against Bupa either:

- (a) before the expiration of sixty (60) days after proof of claim has been submitted to Bupa in accordance with the requirements of the Contract; or
- (b) after the expiration of one (1) year from the date on which proof of claim is required to be and has not been submitted to Bupa in accordance with the requirements of the Contract.

16. Time Effective and Territorial Limit

- (a) 12:01AM Hong Kong time shall be deemed to be the effective time with respect to any times or dates referred to in the Contract.
- (b) Subject to the terms and conditions of the Contract, the Contract shall cover medical expenses incurred by the Member anywhere in the world unless specified otherwise.

17. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with the laws of Hong Kong. Subject to **Clause 18 of the General Conditions**, the parties submit to the exclusive jurisdiction of the Courts in Hong Kong.

18. Arbitration

Any disputes or differences arising out of or in connection with the Contract shall be referred to and determined by arbitration at the Hong Kong International Arbitration Centre and in accordance with its Domestic Arbitration Rules.

19. Cancellation Rights and Refund of Subscription

The Subscriber has the rights to cancel this Contract and obtain a refund of all the Subscription and Levy paid, by giving Bupa a written notice, provided that no Benefit has been paid or is payable under this Contract. Such notice must be signed by the Subscriber and received by Bupa within 21 days from the Contract Effective Date. Cancellation rights are not applicable to renewed Contract.

20. No Third Parties Rights

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

21. Bribery and Corruption

21.1 The Subscriber represents and warrants that neither the Subscriber nor any person acting on the behalf of the Subscriber or any Member, in connection with the entry into or performance of any obligation by either Bupa or the Subscriber under this Contract:

- (a) has offered, promised, given, authorised, solicited or accepted any undue financial or other advantage of any kind, nor will the Subscriber or they take any such action after entry into this Contract;
- (b) will engage in any activity, practice or conduct that would constitute an offence under any applicable laws relating to anti-bribery and anti-corruption matters; and
- (c) will do, or omit to do, any act or series of acts that will cause or lead Bupa to be in breach of any applicable laws relating to anti-bribery and anti-corruption matters.

21.2 The Subscriber will promptly report to Bupa any request or demand by any person, in connection with the entry into or performance of any obligation by either Bupa or the Subscriber under this Contract, for any undue financial or other advantage of any kind or other act or acts that would, if such request or demand were met, be in breach of any applicable laws relating to anti-bribery and anti-corruption matters.

22. Sanctions

22.1 Bupa shall be deemed not to provide cover and Bupa shall not be liable to pay any claim or provide any benefit under this Contract to the extent that the provision of such cover, payment of such claim or provision of such benefit would:

- (a) be in contravention of a United Nations resolution or the trade or economic sanctions, laws or regulations of any jurisdiction to which Bupa is subject (which may include without limitation those of the European Union, Hong Kong, Australia, the United Kingdom, and/or the United States of America).
- (b) expose Bupa to the risk of being sanctioned by any relevant authority or competent body; and/or
- (c) expose Bupa to the risk of being involved in conduct (either directly or indirectly) which any relevant authority or competent body would consider to be prohibited.

22.2 Where such resolution, sanctions, laws or regulations referred to in **Clause 22.1(a) of the General Conditions** are or become applicable to this Contract, Bupa reserves all of its rights to take all and any such actions as may be deemed necessary in its absolute discretion, to ensure that Bupa continues to be compliant, including but not limited to terminating coverage. The Subscriber acknowledges that this may restrict or delay Bupa's obligations under this Contract and Bupa may not be able to pay such claim in the event of a sanctions related concern.

22.3 The Subscriber shall upon its reasonable knowledge, inform Bupa promptly if there is any change to the identity, status and particulars of the Subscriber or any Member.

23. Fraud

23.1 Bupa reserves the right to refuse to pay the whole or any part of a claim, and to recover any payments Bupa has already made in respect of a claim, where the Subscriber or a Member:

- (a) has made a fraudulent or exaggerated or falsely stated claim under this Contract;
- (b) has sent fake or forged documents or other false evidence, or made a false statement, in support of a claim under this Contract; and/or
- (c) has failed to provide Bupa with information that the Subscriber or the Member (as the case may be) knows would otherwise enable Bupa to refuse a claim under this Contract.

23.2 In the event that Bupa detects fraudulent activity of a type described in **Clause 23.1 of the General Conditions** (including a fraudulent claim or fraudulent omission to provide relevant information) made by or concerning the Subscriber or a Member, Bupa reserves the right to suspend or terminate cover under this Contract (as a whole or for that Member) from the date of occurrence of the relevant fraudulent activity and the Subscriber shall be notified accordingly. Bupa will not be required to make any further payment of the whole or part of any claim or to refund any Subscriptions relating to the whole Contract or to that Member or those Members.

23.3 The Subscriber shall take all reasonable steps to prevent fraud in connection with this Contract and notify Bupa immediately if the Subscriber has reason to suspect that any fraud in connection with this Contract has occurred, is occurring or is likely to occur.

24. Facilitation of Tax Evasion

24.1 The Subscriber represents and warrants that neither the Subscriber nor any of the Members, in connection with the entry into or performance of any obligation by either Bupa or the Subscriber under this Contract engaged or will engage in any activity, practice or conduct which would constitute any tax evasion offence or tax evasion facilitation offence under any applicable laws.

24.2 The Subscriber will promptly report to Bupa, in connection with the entry into or performance of any obligation by either Bupa or the Subscriber under this Contract, any request or demand by any person for any act or acts that would, if such request or demand were met, be in breach of any applicable laws against tax evasion or tax evasion facilitation.

Special Conditions - Credit Facilities

Subject to the terms and conditions of this Contract, the credit facilities described below are provided to a Member who has enrolled in Full Cover Benefit and / or Supplementary Major Medical Benefit under this Contract.

1. BHC Card

- (a) Bupa shall issue a BHC Card to the Member who has enrolled in Full Cover Benefit and / or Supplementary Major Medical Benefit under this Contract upon acceptance of enrolment as Member.
- (b) The Member who has enrolled in Full Cover Benefit must use the BHC Card together with the Pre-authorisation Confirmation / Guarantee of Payment Letter (GOP) issued by Bupa, if applicable, to pay the medical expenses for Hospital Confinement, Clinical Operation and Day Case received at any Bupa HealthCare Appointed Service Providers except for treatment received at the out-patient department of a Bupa HealthCare Appointed Hospital.
- (c) The Member who has enrolled in Supplementary Major Medical Benefit may use the BHC Card together with the Pre-authorisation Confirmation / Guarantee of Payment Letter (GOP) issued by Bupa to pay the medical expenses for Hospital Confinement at Bupa HealthCare Appointed Hospitals and any other designated private Hospitals in Hong Kong. The BHC Card is not accepted by the out-patient department of such Hospital.
- (d) All expenses charged to the BHC Card remain the responsibility of the Subscriber until settlement of eligible expenses has been notified by Bupa to the Subscriber.
- (e) If the Subscriber incurs any expenses that are excluded items, in excess of the Credit Limit specified in the GOP or not approved by Bupa, the Subscriber is liable and agrees to settle such charges himself before discharge from Hospital.
- (f) In the event that the Subscriber using the BHC Card incurs a cost which has exceeded the applicable Maximum Limit; or is not eligible under this Contract (including but not limited to the use of the BHC Card by the Member after the termination of the Contract or Benefits), the Subscriber agrees to reimburse Bupa in full for the Shortfall within fourteen (14) days of receipt of a Shortfall invoice from Bupa. Bupa reserves the right to charge the Subscriber interest on the Shortfall outstanding for more than fourteen (14) days.
- (g) Use of BHC Card constitutes acceptance of the conditions under which it is issued and in the event of theft or loss, the Subscriber is responsible for any transactions involving its use until such theft or loss is reported to Bupa in writing.
- (h) The BHC Card shall remain the property of Bupa and the Member to whom it is issued shall keep it safe at all times. It may only be used by the Member to whom it is issued and it shall not be transferable. The BHC Card shall immediately cease to be valid upon the earliest of the following events and the Subscriber undertakes to return it to Bupa within seven (7) days after it becomes invalid:
 - i. the Full Cover Benefit and / or Supplementary Major Medical Benefit or the Contract is terminated in accordance with the terms herein; or
 - ii. Bupa so demands.
- (i) The Subscriber is liable to pay Bupa the Shortfall and ensure that the BHC Card will be used properly.
- (j) Bupa shall not be liable to the Subscriber in any respect for any loss, damage, expense, suit, action or proceeding suffered or incurred by the Subscriber, whether directly or indirectly arising from or in connection with the use of the BHC Card.
- (k) Bupa has the right to offset any Subscription refundable or claim payable to the Subscriber against any Shortfall outstanding and arising from the Subscriber.
- (l) Bupa has the right to hold the credit limit from the Subscriber's authorised credit card. If the Shortfall has not been settled within fourteen (14) days of receipt of a Shortfall invoice, Bupa shall, in accordance with the authorisation provided by the Subscriber or the Member for Bupa to debit money from a designated credit card, collect the Shortfall directly from the designated credit card on or after twenty-one (21) days of receipt of the invoice from Bupa.

2. Pre-authorisation Confirmation / Guarantee of Payment Letter (GOP)

Subject to the following terms and conditions of **Clause 2 of the Special Conditions - Credit Facilities**, Bupa shall not be liable to provide any GOP credit facility described in **Clause 1 of the Special Conditions - Credit Facilities** unless a written confirmation of pre-authorisation of Bupa is obtained:

- (a) GOP is only available for the Member who has enrolled in Full Cover Benefit and / or Supplementary Major Medical Benefit. GOP is not applicable to treatment received at an out-patient department of Hospital.
- (b) Bupa has the absolute right in accepting or declining the GOP application based on the information the Member provides.
- (c) For Emergency Hospital Confinement outside the office hours of Bupa, Member shall obtain subsequent authorisation from Bupa on the next working day immediately after the day on which the medical treatment takes place.
- (d) For Emergency Hospital Confinement and discharge, or if applicable, Day Case or Clinical Operation that, happen outside the office hours of Bupa, Member shall follow the normal Claim Procedures as stated in **General Conditions** of this Contract to submit the claim. GOP is not applicable under this circumstance.
- (e) If there is any variation to the extent, nature or cost of the GOP items, Bupa's prior acceptance of such change in writing must be obtained.
- (f) If the Member fails to provide valid, sufficient and complete information for credit card authorisation while submitting GOP application, Bupa has the absolute discretion to decline the GOP application.
- (g) The giving of GOP or subsequent GOP from Bupa under this **Clause 2 of the Special Conditions - Credit Facilities** shall not be deemed as admission of the Bupa's liability to pay and / or reimburse the Subscriber under the Contract or a waiver of any breach of the terms and conditions of the Contract.

Special Conditions - Full Cover Benefit

Subject to the terms and conditions of this Contract, the Full Cover Benefit shall be payable provided that the applicable pre-authorisation and subsequent authorisation conditions described below are complied with.

1. Pre-authorisation

- (a) Subject to **Clause 1(b), 1(c) and 1(d) of the Special Conditions - Full Cover Benefit**, Bupa shall not be liable to pay any Benefits in accordance

with the Full Cover Benefit unless written confirmation of pre-authorisation is obtained from Bupa before any of the following treatments or services:

- i. Hospital Confinement;
 - ii. Day Case;
 - iii. Clinical Operation(s) as required by Bupa's provider guidelines; or
 - iv. any treatment by a Specialist referred by a Bupa HealthCare Appointed Specialist and / or Bupa HealthCare Appointed Hospital where such speciality is not practised by any Bupa HealthCare Appointed Specialists.
- (b) For Emergency medical treatment described under **Clause 1(a) of the Special Conditions - Full Cover Benefit** which is received outside the office hours of Bupa, Members shall obtain subsequent authorisation from Bupa for such medical treatment on the next working day immediately after the day on which the medical treatment takes place.
- (c) If there is any variation to the extent, nature or cost of the pre-authorised items, Bupa's prior acceptance of such change must be obtained.
- (d) The giving of pre-authorisation or subsequent authorisation from Bupa under the **Special Conditions - Full Cover Benefit** shall not be deemed as admission of the Bupa's liability to pay and / or reimburse the Member under the Contract or a waiver of any breach of the terms and conditions of the Contract.

2. Appointment of Bupa HealthCare Appointed Service Providers

- (a) The Subscriber irrevocably authorises Bupa to appoint Registered Medical Practitioners, Hospitals, cancer centres, diabetic centres, day- case centres and other service providers to provide Full Cover Benefit and to do all things and acts incidental to such appointment.
- (b) The appointment of Bupa HealthCare Appointed Service Providers by Bupa on behalf of the Subscriber shall be made on such terms and conditions as Bupa shall think fit at its absolute discretion. Bupa shall not be liable for any claim whatsoever which may be made against any Bupa HealthCare Appointed Service Providers by the Member.
- (c) Bupa shall provide the List of Bupa HealthCare Appointed Hospitals and Specialists in either print or digital format.
- (d) Nothing in this Contract shall render Bupa liable to join, respond to or defend or otherwise liable or answerable for any claim which may be instituted by the Member against any Bupa HealthCare Appointed Service Providers, including but not limited to any negligence, malpractice or other causes in the treatment or examination of a Member.

Description of Benefits

Subject to the terms and conditions of this Contract, the Benefits described below shall be payable for receiving Medically Necessary western medicine or surgical services in respect of any illness or injury covered under this Contract. Full Cover Benefit, Supplementary Major Medical Benefit, Hospital Cash Benefit, Clinical Benefit, Maternity Benefit and Dental Benefit shall be payable only if such Benefit is specified in the Membership Certificate of the Member.

Section A - Hospital and Surgical Benefit

- (a) The Benefits under this **Section A** shall be payable subject to the applicable Maximum Limit as shown in the Schedule of Benefits.
- (b) Member aged 65 or above on the Contract Effective Date is subject to an Overall Annual Limit as shown in the Schedule of Benefits.
- (c) Clinical Operation or Day Case, if eligible, shall be paid under the relevant Benefit within the Hospital and Surgical Benefit. Relevant expenses incurred for Medically Necessary home sleep apnea test, together with its pre-test and post-test consultation, if eligible, shall be exclusively paid under Miscellaneous Hospital Services Benefit and Pre-admission and Post-hospitalisation Out-patient Care Benefit under the Hospital and Surgical Benefit.
- (d) The Benefits payable under this **Section A** shall be payable for the reconstructive surgeries of the breast, head or neck as a result of cancer provided that such reconstructive surgeries occur at the same time or within twelve (12) months from the date of the mastectomy or other cancer removal surgeries.

Bupa shall only reimburse eligible medical expenses which are Normal and Customary in accordance with **Clauses 1 to 16** of this **Section A** below. For the avoidance of doubt, where a Member is in Hospital Confinement but the Hospital Confinement is considered not Medically Necessary, the expenses incurred as a result of such Hospital Confinement shall not be regarded as eligible medical expenses. However, the Subscriber shall still have the right to claim for the relevant eligible medical expenses incurred during such Hospital Confinement on medical services under (c) above or out-patient settings.

1. Room and Board Benefit

This Benefit shall be payable for the charges as levied and published by a Hospital for the cost of accommodation and meals for the Member during the Member's Hospital Confinement. The amount payable under this Benefit shall be equal to the actual amount charged by the Hospital in respect of room and board during the Member's Hospital Confinement, provided that:

- (a) the Benefit payable for any one day shall not exceed the applicable Maximum Limit of Room and Board Benefit; and
 - (b) the Benefit shall be payable up to the applicable maximum number of days per Contract Year as shown in the Schedule of Benefits.
- This Benefit shall not be payable for special nursing service for the Member, nor for accommodation and meal for guest.

2. Miscellaneous Hospital Services Benefit

This Benefit shall be payable for the following Hospital services, except where deleted or omitted from coverage or specified to the contrary in the Schedule of Benefits. The amount payable under this Benefit shall be equal to the actual amount charged by the Hospital for the following services rendered but in no event exceed for any one Contract Year the applicable Maximum Limit of Miscellaneous Hospital Services Benefit:

- (a) road ambulance service to and / or from the Hospital;
- (b) anaesthesia and oxygen and their administration;
- (c) blood transfusions;
- (d) dressing and plaster casts;
- (e) drugs, medicine, and curative materials consumed on premises;
- (f) medicine and drug prescribed upon discharge from Hospital Confinement or on the day of completion of Day Case for use up to the ensuing four (4) weeks;
- (g) films, imaging (including magnetic resonance imaging (MRI), CT scan and PET scan) and their interpretation;
- (h) intravenous infusions;
- (i) laboratory examinations;
- (j) radioactive isotope;
- (k) consumables used in the Operating Theatre; and
- (l) implants including but not limited to stent and pacemaker.

This Benefit shall be further extended to cover Medically Necessary rental charges of device used and the examination report fee for conducting home sleep apnea test at the Member's home or diagnostic centre as recommended by the Registered Medical Practitioner.

Medicine and curative material shall include all Western Medications, IV fluid, dressings, gauze, swabs, and other medical disposables and consumables used during Hospital Confinement for medical and nursing care. Instruments and other hardware used in an operation such as anaesthesia machine, gastroscop, colonoscope, lithotripter, x-knife, cyberknife and gamma knife do not belong to this category.

3. Intensive Care Benefit

This Benefit shall be payable for the charges incurred as a result of the Member being accommodated in an Intensive Care Unit in a Hospital recommended by the Registered Medical Practitioner in charge provided that the amount payable under Room and Board Benefit has been exhausted. The amount payable under this Benefit shall in no event exceed for any one Contract Year the applicable Maximum Limit of Intensive Care Benefit.

4. Private Nursing Benefit

This Benefit shall be payable subject to a written referral letter provided by a Registered Medical Practitioner when a Member incurs expenses for services rendered by a Qualified Nurse in respect of nursing at home after discharge from Hospital or for specialised nursing care received in a Hospital. The amount payable under this Benefit shall be equal to the actual charges for such services provided that:

- (a) the Benefit payable for any one day shall not exceed the applicable Maximum Limit of Private Nursing Benefit; and
- (b) the Benefit shall be payable up to the applicable maximum number of days per Contract Year as shown in the Schedule of Benefits.

5. Surgeon and Attendance Fees Benefit

This Benefit shall be payable for fees charged by Registered Medical Practitioner(s) in performing surgery that is qualified to render and consistent with the diagnosis including charges for visiting patient during Member's Hospital Confinement. The amount payable under this Benefit shall be equal to the actual surgeon and attendance charges for such surgical operation performed by one or more Registered Medical Practitioners, but in no event exceed for any one operation the applicable Maximum Limit of Surgeon and Attendance Fees Benefit for the relevant classification of surgical operation. This Benefit, where applicable, will be payable in accordance with the classification of surgical operations as set out in the Schedule of Surgical Operations.

6. Anaesthetist's Fees Benefit

This Benefit shall only be payable if an Anaesthetist is used in addition to the Registered Medical Practitioner in any surgical procedure requiring the services of an Anaesthetist, and the Surgeon and Attendance Fees Benefit is payable for the same operation under this Contract. The amount payable under this Benefit shall be equal to the actual charges for services provided by a professional Anaesthetist for the cost and administration of anaesthetics for the surgical operation or procedure, but in no event exceed for any one operation the applicable Maximum Limit of Anaesthetist's Fees Benefit for the relevant classification of surgical operation. This Benefit, where applicable, will be payable in accordance with the classification of surgical operations as set out in the Schedule of Surgical Operations.

7. Operating Theatre Fees Benefit

This Benefit shall be payable for the use of the Operating Theatre which is Medically Necessary for the carrying out of any surgical procedure in a Hospital, provided that the Surgeon and Attendance Fees Benefit is also payable for the same operation under this Contract. The amount payable under this Benefit shall be equal to the actual charges for the use of the operating room and equipment used in the Operating Theatre of a Hospital to perform the surgical operation or procedure, but in no event exceed for any one operation the applicable Maximum Limit of Operating Theatre Fees Benefit for the relevant classification of surgical operation. This Benefit, where applicable, will be payable in accordance with the classification of surgical operations as set out in the Schedule of Surgical Operations.

8. In-patient Physician's Fees Benefit

This Benefit shall be payable for attendance fee of Registered Medical Practitioner for non-surgical Hospital Confinement of the Member. The amount payable under this Benefit shall be equal to the actual consultation fee of Registered Medical Practitioner provided that:

- (a) the Benefit payable for any one day shall not exceed the applicable Maximum Limit of In-patient Physician's Fees Benefit; and
- (b) the Benefit shall be payable up to the applicable maximum number of days per Contract Year as shown in the Schedule of Benefits.

This Benefit shall not be payable for telephone consultation where the Registered Medical Practitioner does not actually see and examine the Member.

9. In-patient Specialist's Fees Benefit

This Benefit shall be payable for fees charged by a Specialist in respect of Specialist services provided to the Member during the Member's Hospital Confinement. Services provided by pathologist, radiologist and Physiotherapist during Hospital Confinement shall be payable under this Benefit. A written referral letter must be provided by the attending Registered Medical Practitioner except for services performed by pathologist, radiologist or Physiotherapist.

The amount payable under this Benefit shall be equal to the actual charges for such services, but in no event exceed for any one Contract Year the applicable Maximum Limit of In-patient Specialist's Fees Benefit as shown in the Schedule of Benefits.

This Benefit shall not be payable for:

- (a) treatment received before or on the day of any surgical procedure or during convalescent therefrom, unless such treatment:
 - i. is given by a Specialist other than the surgeon who performed the surgical procedure, and
 - ii. is in connection with a condition entirely unrelated to the condition which requires the surgical procedure mentioned herein; or
- (b) telephone consultation where the Specialist or Physiotherapist does not actually see and examine the Member.

10. Cancer Treatment and Kidney Dialysis Benefit

This Benefit shall be payable for charges of

- (a) Non-surgical Cancer Treatment, cyberknife and gamma knife for cancer treatment and other miscellaneous charges in connection with such treatment/ procedure including but not limited to diagnostic imaging tests, laboratory examination, drugs and medicine during the same Hospital Confinement or on the same day of treatment; and/ or
- (b) regular haemodialysis or peritoneal dialysis as a result of chronic and irreversible kidney failure, performed on the Member during Hospital Confinement or in day-case unit of a Hospital or clinic under the recommendation of the attending Registered Medical Practitioner. The amount payable under this Benefit shall be equal to the actual charges levied by the Hospital or clinic for such treatment, but in no event exceed the applicable Maximum Limit of Cancer Treatment and Kidney Dialysis Benefit as shown in the Schedule of Benefits for any one Contract Year. For the avoidance of doubt, if the eligible expenses under this Benefit are also covered under **Clause 2** of this **Section A**, these expenses shall be exclusively paid under this Benefit and no benefit shall be payable under **Clause 2** of this **Section A**.

11. Companion Bed Benefit

This Benefit shall be payable for the charges as levied and published by a Hospital for the cost of one (1) companion bed during the Member's Hospital Confinement for receiving Medically Necessary western medicines or surgical services. The amount payable under this Benefit shall be equal to the actual charges made by the Hospital in respect of companion bed during the Member's Hospital Confinement, provided that:

- (a) the Benefit payable for any one day shall not exceed the applicable Maximum Limit of Companion Bed Benefit; and
- (b) the Benefit shall be payable up to the applicable maximum number of days per Contract Year as shown in the Schedule of Benefits.

This Benefit shall not be payable for meals for guest.

12. Day Case Endoscopy Procedure Benefit

This Benefit shall be payable for the eligible medical expenses charged for endoscopy procedure under Clinical Operation or Day Case performed by a Registered Medical Practitioner at a clinic or day-case unit of a Hospital. Eligible medical expenses charged on the medical services under **Clauses 2, 5, 6 and 7** of this **Section A** and the consultation fees charged on the day of procedure that are related to endoscopy procedure shall be exclusively paid under this Benefit. Where a Hospital Confinement with an overnight stay is solely for the purpose of endoscopy procedure and such Hospital Confinement is considered not Medically Necessary, eligible medical expenses charged on the medical services under **Clauses 2, 5, 6 and 7** of this **Section A** that are related to endoscopy procedure shall be exclusively paid under this Benefit. This Benefit shall be payable in lieu of other Benefits under **Clauses 1 to 11** of this **Section A**. The amount payable under this Benefit shall be subject to the applicable Maximum Limit as shown in the Schedule of Benefits.

If Member's Hospital Confinement with an overnight stay is Medically Necessary, eligible medical expenses charged on the medical services related to endoscopy procedure shall be paid under **Clauses 1 to 11** of **Section A** above.

For the avoidance of doubt, where the expenses involve both endoscopy procedure and non-endoscopy procedure during the Member's Hospital Confinement with an overnight stay, the eligible medical expenses in entirety shall be payable under **Clauses 1 to 11** of **Section A** above. For full list of endoscopy procedures, please refer to Bupa's customer service portal - myBupa. This list is subject to change from time to time.

13. Day Case Viral Warts and Skin Lesions Procedure Benefit

This Benefit shall be payable for the eligible medical expenses charged for viral warts and skin lesions procedure under Clinical Operation or Day Case performed by a Registered Medical Practitioner at a clinic or day-case unit of a Hospital. Eligible expenses charged on the medical services under **Clauses 2, 5, 6 and 7** of this **Section A** and the consultation fees charged on the day of procedure that are related to viral warts and skin lesions procedure shall be exclusively paid under this Benefit. Where a Hospital Confinement with an overnight stay is solely for the purpose of viral warts and skin lesions procedure and such Hospital Confinement is considered not Medically Necessary, eligible medical expenses charged on the medical services under **Clauses 2, 5, 6 and 7** of this **Section A** that are related to viral warts and skin lesions procedure shall be exclusively paid under this Benefit. This Benefit shall be payable in lieu of other Benefits under **Clauses 1 to 11** of this **Section A**. The amount payable under this Benefit shall be subject to the applicable Maximum Limit as shown in the Schedule of Benefits.

If Member's Hospital Confinement with an overnight stay is Medically Necessary, eligible medical expenses charged on the medical services related to viral warts and skin lesions procedure shall be paid under **Clauses 1 to 11** of **Section A** above.

For the avoidance of doubt, where the expenses involve both viral warts and skin lesions procedure and non-viral warts and skin lesions procedure during the Member's Hospital Confinement with an overnight stay, the eligible medical expenses in entirety shall be payable under **Clauses 1 to 11** of **Section A** above. For full list of viral warts and skin lesions procedures, please refer to Bupa's customer service portal - myBupa. This list is subject to change from time to time.

14. Pre-admission and Post-hospitalisation Out-patient Care Benefit

Provided that the Room and Board Benefit, the Miscellaneous Hospital Services Benefit, the Surgeon and Attendance Fees Benefit, the Cancer Treatment and Kidney Dialysis Benefit, Day Case Endoscopy Procedure Benefit or Day Case Viral Warts and Skin Lesions Procedure Benefit is payable, this Benefit shall be payable for:

- (a) two (2) out-patient visits resulting in a Hospital Confinement (including consultation fee, Western Medication prescribed, physiotherapy or diagnostic tests) or home sleep apnea test; and
- (b) all Medically Necessary follow-up visits on an out-patient basis (including consultation fee, Western Medication prescribed, physiotherapy or diagnostic tests) referred by the attending Registered Medical Practitioner within six (6) weeks after discharge from Hospital or home sleep apnea test, provided that such consultation, Western Medication, physiotherapy or diagnostic tests is directly related to and a result of the condition arising from the same cause (including any and all complications therefrom) necessitating such Hospital Confinement or home sleep apnea test.

The amount payable under this Benefit shall be equal to the actual charges for such pre-admission or follow-up care, but in no event exceed for any one Contract Year the applicable Maximum Limit of Pre-admission and Post-hospitalisation Out-patient Care Benefit.

15. Emergency Out-patient Benefit for Accidents

This Benefit is payable when the Member is treated at an out-patient department or accident and emergency department of a Hospital on an out-patient basis as a result of an Accident. The occurrence of the Accidents and their unplanned consultation or treatment cannot be and are not separated by more than forty-eight (48) hours. The amount payable under this Benefit shall be equal to the actual amount charged by the Hospital for the below services rendered but in no event exceed in any one Contract Year the applicable Maximum Limit for the Emergency Out-patient Benefit for Accidents:

- (a) Consultation fees;
- (b) Western Medication;
- (c) Diagnostic imaging and laboratory tests; and
- (d) Other related medical fees.

16. Psychiatric Treatment Benefit

This Benefit shall be payable for the expenses charged on psychiatric treatments (excluding Alzheimer’s disease, Senile Dementia, Parkinson’s disease or any conditions caused by or related to drug abuse or alcoholism) during the Member’s Hospital Confinement.

This Benefit shall be payable in lieu of other Benefits under **Clauses 1 to 11** of this **Section A**. For the avoidance of doubt, where a Hospital Confinement is not solely for the purpose of psychiatric treatments, this Benefit shall only be payable for the eligible medical expenses charged on the medical services related to psychiatric treatments. Where the expenses involve both psychiatric and non-psychiatric treatments and apportionment of the expenses is not available, the eligible medical expenses in entirety shall be payable under this Psychiatric Treatment Benefit if the Hospital Confinement is initially for the purpose of psychiatric treatments. If the Hospital Confinement initially is not for the purpose of psychiatric treatments, the expenses in entirety shall be payable under **Clauses 1 to 11** of **Section A** above.

Section B – Full Cover Benefit

1. This Benefit shall be payable for the charges incurred by the Member for Hospital Confinement, Day Case or Clinical Operation. The eligible expenses are further described in **items 1 to 13 under Section A of the Description of Benefits** but the Maximum Limit, Overall Annual Limit and the maximum number of days under **Section A of the Description of Benefits** are not applicable to this Benefit.
2. The amount of the Benefit payable shall not exceed the applicable Maximum Limit of the Full Cover Benefit according to the Member’s age on the Contract Effective Date.
3. If the limit of Benefit payable under this Full Cover Benefit is exhausted, the difference between the presented amount and the Benefit shall be payable under **Section C of the Description of Benefits** (if applicable). Subsequent claims shall be payable under **Section A of the Description of Benefits**.
4. This Benefit is payable provided that:
 - (a) any Hospital Confinement, Day Case or Clinical Operation must be performed and attended by a Bupa HealthCare Appointed Specialist;
 - (b) a written referral letter from a Registered Medical Practitioner must be presented to a Bupa HealthCare Appointed Specialist (except for dermatology, family medicine, gynaecology, ophthalmology, orthopaedics, otolaryngology, paediatric surgery, paediatrics and psychiatry);
 - (c) any Hospital Confinement, Day Case or Clinical Operation must be obtained at a Bupa HealthCare Appointed Hospital, a Bupa HealthCare Appointed Specialist’s clinic or a Bupa HealthCare Appointed Service Provider;
 - (d) the applicable pre-authorisation and subsequent authorisation conditions as specified in **Special Conditions – Full Cover Benefit** must be complied with;
 - (e) the eligible medical expenses must be settled by the BHC Card and, subject to **Special Conditions – Credit Facilities**, together with the Pre-authorisation Confirmation / Guarantee of Payment Letter (GOP) if applicable, and the BHC Card and GOP must be presented to the Bupa HealthCare Appointed Service Providers upon registration; and
 - (f) the Member has to be confined in the restricted room level in the event of Hospital Confinement.
5. Any one eligible claim shall be reimbursed under either Full Cover Benefit or Hospital and Surgical Benefit.
6. If the above requirements are not followed, the medical expenses will be paid under Hospital and Surgical Benefit.
7. The BHC Card and GOP are not applicable to treatment received at the out-patient department of a Bupa HealthCare Appointed Hospital.

Section C – Supplementary Major Medical Benefit

1. If the Benefit payable under Benefit **items 1 to 11** under **Section A of the Description of Benefits** or **Section B of the Description of Benefits** (if applicable) in respect of a Hospital Confinement, Day Case or Clinical Operation have exhausted their respective maximum limit or maximum number of days, this Benefit shall be payable to cover the eligible expenses in excess of the benefits payable for Benefit **items 1 to 11** under **Section A of the Description of Benefits** or **Section B of the Description of Benefits** (if applicable). The amount of the Benefit payable is calculated as follows for any one Contract Year and shall be subject to (i) the applicable Maximum Limit and (ii) the remaining balance of Lifetime Maximum Limit (if applicable) of the Supplementary Major Medical Benefit, whichever is the lowest.

Amount of eligible medical expenses incurred and actually paid during Hospital Confinement, Day Case or Clinical Operation	less	Benefit payable under Section A or Section B (if applicable) of the Description of Benefits	less	Deductible for Supplementary Major Medical Benefit as stated in the Schedule of Benefits	times	Reimbursement percentage for Supplementary Major Medical Benefit as stated in the Schedule of Benefits	times	Adjustment factor in Clause 4 of this Section C, if applicable
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2. This Benefit will be applied to Hospital Confinement, Day Case or Clinical Operation in Hong Kong only unless such confinement or surgery performed overseas is directly resulting from medical Emergency outside Hong Kong as certified by a Registered Medical Practitioner. Notwithstanding the foregoing, this Benefit shall not be payable for any medical expenses charged for endoscopy procedure and viral warts and skin lesions procedures under Clinical Operation or Day Case performed by a Registered Medical Practitioner at a clinic or day-case unit of a Hospital.
3. This Benefit shall not be payable for Hospital Confinement in class of suite / VIP / deluxe room of a Hospital.
4. If the Member is confined to a higher level of Hospital facilities and services than that he is entitled to under this Contract, the respective adjustment factors applicable in addition to the reimbursement percentage are as follows:

<u>Restricted level</u> Semi-private room	<u>Chosen level</u> Private Room	<u>Adjustment factor</u> 50%
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Ward	Semi-private room	50%
Ward	Private Room	25%

5. The following terms and conditions in respect of the Lifetime Limit apply starting from the Contract Effective Date after the Member reaches the age of sixty-five (65) years:
 - (a) Any Benefit payable under this Section will be deducted from the Lifetime Limit. The balance of the Lifetime Limit as at the end of the current Contract Year will be carried forward and become the Lifetime Limit for the next Contract Year.
 - (b) If the Member's application for a change in the Benefit level is approved by Bupa, the Lifetime Limit applicable to the next Contract Year will equal the Lifetime Limit of the new Benefit level (as specified in the respective Schedule of Benefits) less all Benefits paid under this Section since the Contract Effective Date immediately following the Member reaching the age of sixty-five (65) years.
6. The Benefits payable under this **Section C** shall not be subject to the adjustment factor and condition stated in **Clauses 3 and 4** above if the Member stays in a room level higher than the specified room level during Hospital Confinement as a result of (i) unavailability of a specified or lower room level due to room shortage at the Hospital for Emergency treatment; or (ii) Hospital Confinement in isolation that requires a specific room level.

Section D - Hospital Cash Benefit

This Benefit shall be payable if Room and Board Benefit is payable provided that the Member is confined to a Hospital under the professional care of a Registered Medical Practitioner for at least three (3) consecutive days (one day shall mean 24 hours herein). This amount payable under this Benefit for any one day of Hospital Confinement shall be the Maximum Limit of the Hospital Cash Benefit. This Benefit shall be payable from the third (3rd) day of such Hospital Confinement up to the maximum number of days per Contract Year as shown in the Schedule of Benefits. This Benefit shall not be payable for the first two (2) days of Hospital Confinement.

Section E - Clinical Benefit

Subject to the terms and conditions of this Contract, the amount payable under this **Section E** shall be equal to the actual charges of such services described below subject to the applicable Maximum Limit and maximum number of visits as shown in the Schedule of Benefits.

1. General Practitioner Benefit

This Benefit shall be payable when the Member is treated by a General Practitioner on an out-patient basis at the General Practitioner's clinic, and incurs consultation fee. The Benefit amount shall not exceed for any one visit in any one day the applicable Maximum Limit of General Practitioner Benefit.

2. Specialist Benefit

This Benefit shall be payable when the Member is treated by a Specialist on an out-patient basis at the Specialist's clinic, and incurs consultation fee provided that the visit to the Specialist is made with a written referral letter from a Registered Medical Practitioner (except for dermatology, family medicine, gynaecology, ophthalmology, orthopaedics, otolaryngology, paediatric surgery, paediatrics and psychiatry). The Benefit amount shall not exceed for any one visit in any one day the applicable Maximum Limit of Specialist Benefit.

3. Home Consultation Benefit

This Benefit shall be payable when the Member is treated by a Registered Medical Practitioner at the Member's home, and incurs consultation fee. The Benefit amount shall not exceed for any one visit in any one day the applicable Maximum Limit of Home Consultation Benefit.

4. Physiotherapist Benefit

This Benefit shall be payable when the Member is treated by a Physiotherapist on an out-patient basis, and incurs medical expenses for physiotherapy only, provided that the visit to the Physiotherapist is made with a written referral letter from a Registered Medical Practitioner. The Benefit amount shall not exceed for any one visit in any one day the applicable Maximum Limit of Physiotherapist Benefit.

5. Chiropractor Benefit

This Benefit shall be payable when the Member is treated by a Chiropractor on an out-patient basis, and incurs medical expenses for chiropractic treatment only, provided that the visit to the Chiropractor is made with a written referral letter from a Registered Medical Practitioner. The Benefit amount shall not exceed for any one visit in any one day the applicable Maximum Limit of Chiropractor Benefit.

6. Chinese Herbalist Benefit

This Benefit shall be payable when the Member (i) is treated by a Registered Chinese Medicine Practitioner on an out-patient basis at the Registered Chinese Medicine Practitioner's clinic, and incurs consultation fee and charges for Medically Necessary Chinese Medicines prescribed at the time of consultation by such practitioner and obtained at a legitimate source on the same day of consultation; or (ii) incurs charges for Medically Necessary Chinese Medicines prescribed by a Registered Chinese Medicine Practitioner and obtained at a legitimate source (at or outside the treating Registered Chinese Medicine Practitioner's clinic). This Benefit shall also be payable for acupuncture and tui na performed by a Registered Chinese Medicine Practitioner on an out-patient basis. The Benefit amount shall not exceed for any one visit in any one day the applicable Maximum Limit of Chinese Herbalist Benefit.

7. Chinese Bonesetter Benefit

This Benefit shall be payable when the Member (i) is treated by a Registered Chinese Medicine Practitioner for bonesetting treatment on an out-patient basis at the Registered Chinese Medicine Practitioner's clinic, and incurs consultation fee and charges for Medically Necessary Chinese Medicines prescribed at the time of consultation by such practitioner and obtained at a legitimate source on the same day of consultation; or (ii) incurs charges for Medically Necessary Chinese Medicines prescribed by a Registered Chinese Medicine Practitioner and obtained at a legitimate source (at or outside the treating Registered Chinese Medicine Practitioner's clinic). This Benefit shall also be payable for acupuncture and tui na performed by a Registered Chinese Medicine Practitioner on an out-patient basis. The Benefit amount shall not exceed for any one visit in any one day the applicable Maximum Limit of Chinese Bonesetter Benefit.

8. Psychiatric-related Treatments Benefit

This Benefit shall be payable if the Member receives medical treatment for psychiatric, psychological, mental, or behavioural conditions, senile dementia (including Alzheimer's disease) and Parkinson's diseases at the clinics of Registered Medical Practitioner or Registered Chinese Medicine Practitioner on an outpatient basis. This Benefit shall reimburse the medical expenses incurred at the time of consultation for consultation, Medically Necessary Western Medication, diagnostic imaging and laboratory tests prescribed by the Registered Medical Practitioner or consultation, Chinese Medicines, acupuncture, X-ray only and laboratory tests prescribed by the Registered Chinese Medicine Practitioner.

For the avoidance of doubt, if the expenses under this Benefit are also covered under other benefit items under this **Section E**, the expenses for such items shall be exclusively paid under this Benefit and no benefit shall be payable under other benefit items of this **Section E**. Notwithstanding anything to the contrary as stated under **Clause 11 of the General Conditions**, this Benefit shall also cover psychiatric, psychological, mental or behavioural conditions arising from Congenital Conditions and maternity conditions (including its complications), if applicable but all conditions caused by or related to drug abuse and alcoholism are expressly excluded.

9. Psychological Counselling Benefit

If the Member is treated by a Psychologist at his clinic on the account of psychiatric, psychological, mental, or behavioural conditions on an outpatient basis and such visit is recommended in writing by the attending Psychiatrist, this Benefit shall be payable for the psychological counselling fee charged by the Psychologist for rendering psychological counselling treatment to the Member.

Notwithstanding anything to the contrary as stated under **Clause 11 of the General Conditions**, this Benefit shall also cover psychiatric, psychological, mental, or behavioural conditions arising from Congenital Conditions and maternity conditions (including their complications) but all conditions caused by or related to drug abuse and alcoholism are expressly excluded.

10. Prescribed Western Medication Benefit

This Benefit shall be payable when Medically Necessary Western Medication is prescribed to the Member by a Registered Medical Practitioner and obtained at a legitimate source.

11. Diagnostic Imaging and Laboratory Tests Benefit

This Benefit shall be payable when the Member undergoes for diagnostic purposes an imaging or laboratory examination on an out-patient basis where

such examination is consistent with the symptoms or diagnosis and subject to written recommendation from a Registered Medical Practitioner for all diagnostic imaging and laboratory tests or written recommendation from a Registered Chinese Medicine Practitioner or Chiropractor for X-ray only and laboratory tests.

Section F – Maternity Benefit

1. This Benefit shall be payable for the following expenses:
 - (a) the eligible medical expenses incurred related to pregnancy or related condition during Hospital Confinement;
 - (b) the charges for consultation, prenatal and postnatal check-up, diagnostic tests and prescribed Medically Necessary Western Medication incurred in any obstetric visit to a Registered Medical Practitioner for prenatal and postnatal care; and
 - (c) the expenses incurred for newborn baby care during Hospital Confinement.
2. The Benefit shall be payable up to the relevant Maximum Limit according to the delivery option or final procedure received for such pregnancy. Normal Delivery Benefit and Caesarean Section Benefit as stated in the Schedule of Benefits shall be payable for normal delivery and caesarean section respectively. If the pregnancy is terminated due to miscarriage, abortion advised by a Registered Medical Practitioner or complications of pregnancy, Miscarriage Benefit as stated in the Schedule of Benefits shall be payable.
3. The amount payable under this Benefit shall be equal to the actual charges for such services but shall in no event exceed the applicable Maximum Limit for Normal Delivery Benefit, Caesarean Section Benefit or Miscarriage Benefit. This Benefit shall only be payable provided that the conception occurs after the commencement date of this Benefit. Except for the conditions set out in **Clauses 4 and 5** below, this Benefit shall not be payable during the waiting period of first nine (9) months from the commencement date of this Maternity Benefit. For the avoidance of doubt, the Maximum Benefit Limit is applied on a per pregnancy basis notwithstanding that the pregnancy period may stretch across more than one Contract Year. The Benefit shall only be payable when the relevant expenses incur date must fall within the Contract Year when this Benefit is in force.
4. In the event of premature termination of pregnancy or premature birth (delivery that occurs between twenty (20) and thirty-seven (37) weeks of gestation), this Benefit shall be payable without the application of the nine (9) months' waiting period as specified in **Clause 3** above provided that the conception of such pregnancy occurs after the commencement date of this Maternity Benefit. For the avoidance of doubt, if delivery is occurred after thirty-seven (37) weeks of gestation but within the nine (9) months' waiting period, this Maternity Benefit shall not be payable.
5. If the eligible medical expenses incurred after the nine (9) months' waiting period have been paid and there is a remaining balance of the Maximum Limit with respect of the relevant pregnancy after delivery, this Benefit shall also cover eligible medical expenses incurred during the nine (9) months' waiting period up to the maximum benefit limit according to the delivery option.
6. This Benefit shall not cover any medical expenses incurred by the newborn baby in respect of any illness or injury during Hospital Confinement.
7. In no event shall Benefit be payable for a prepaid maternity package that requires advance payment to a Hospital or Registered Medical Practitioner until after all such treatments have been rendered.
8. For the avoidance of doubt, this Benefit shall not be payable for any psychiatric, psychological, mental, or behavioural conditions arising from or in connection with maternity conditions (including its complications).

Section G – Dental Benefit

This Benefit is payable when the Member shall necessarily be treated by a Registered Dentist or a Registered Dental Hygienist for scaling and polishing at the Network Dental Centre and incurs treatment fees in respect of the covered dental services items and subject to Maximum Limit as specified under the Schedule of Benefits. If the treatment is not performed at the Network Dental Centre, all eligible dental expenses will be payable in accordance with the Maximum Limit under non-Network Dental Centre benefit of the Schedule of Benefits. Member is required to submit the claim for dental expenses according to the claims procedure under this Contract.

If the Member incurs any expense which has exceeded the applicable Maximum Limit; or is not eligible under this Contract, the Member agrees to reimburse Bupa in full for these ineligible expenses within fourteen (14) days of receipt of an invoice from Bupa.

Section H - Free Bupa Worldwide Assistance Programme

1. General Provisions

- 1.1 Services and assistance provided under this **Section H** are provided by Inter Partner Assistance (Hong Kong) Limited (the "IPA") subject to availability of such services and assistance. The availability of such services and assistance may change from time to time without prior notice to the Subscriber or Member. Bupa and IPA is not an agent to the other for the services and assistance provided under this **Section H**.
- 1.2 Bupa shall not be liable to the Subscriber or the Member in any respect of any loss, damage, expense, suit, action or proceeding suffered or incurred by the Member, whether directly or indirectly, arising from or in connection with the services provided or advice given by IPA or its agent, or the availability of such services.
- 1.3 Bupa has no obligation to replace IPA with other service provider if the arrangement between Bupa and IPA ceases to operate or if IPA ceases to carry on its business or provide any such services or assistance under this **Section H**.
- 1.4 For the purpose of this **Section H**, the following words and expressions shall have the following meaning, except where the context otherwise requires.

"Country of Residence" means Hong Kong or the permanent residence shown on the passport(s) of the Member or the principal place of employment provided the Member can provide reasonable evidence; the determination of which shall be at the sole discretion of Bupa.

"Close Relative" means the spouse, the dependant child(ren), the brother, the sister, the father, the mother of the Member.

2. Description of Services and Benefits

If the Member:

- (a) shall suffer serious unforeseen bodily injury caused solely and directly by violent, accidental, external and visible means (referred to as "Bodily Injury" in this **Section H**);
- (b) shall suffer any unforeseen illness or disease (referred to as "Sudden Illness" in this **Section H**); or
- (c) is in need of medical, travel, legal or administrative assistance described in this **Section H**, outside the Country of Residence (except for the coverage under **Clauses 2.17, 2.25 and 2.26 of this Section H** which may be obtained locally) while arising out of and in the course of his journey, provided that such journey is not undertaken against the advice of the Registered Medical Practitioner, and / or for the purpose of obtaining or seeking any medical or surgical treatment abroad, the following worldwide assistance services and benefits shall be available directly from IPA upon specific verbal notification by the Member or his representative to IPA's 24-hour alarm centre.

Medical Assistance

- 2.1 *Medical Advice Hotline*
If necessary, the Member may call IPA's alarm centre for medical advice and evaluation from the attending Registered Medical Practitioner. However, telephone conversation shall be considered as an advice only rather than a diagnosis.
- 2.2 *Doctor Referral*
If necessary, the Member shall be referred to a medical specialist or medical facility for personal assessment.
- 2.3 *Essential Medication / Medical Equipment*
Upon request from a local attending Registered Medical Practitioner, IPA may, when possible and legally permissible, dispatch at the cost of the Member any essential medicine and / or medical equipment required for the Member which is not locally available.
- 2.4 *Dispatch of Registered Medical Practitioner*
In the event of an emergency where the Member cannot be adequately assessed by telephone, or the Member cannot be moved and local treatment is unavailable, IPA may send an appropriate medical practitioner.
- 2.5 *Medical Evacuation (Unlimited Cover)*
If the Member suffers from Bodily Injury or Sudden Illness such that IPA's medical team and the attending Registered Medical Practitioner recommend Hospital Confinement in another medical facility where the Member can be suitably treated, IPA may arrange and pay for necessary transportation expenses for:
 - (a) the transfer of the Member into the nearest medical facility more appropriately equipped for the particular medical condition, or
 - (b) the direct repatriation if his medical condition permits such repatriation. The medical team and attending Registered Medical Practitioner may determine the necessary arrangements according to the circumstances.

- 2.6 *Repatriation after Treatment (Unlimited Cover)*
Following the medical evacuation in **Clause 2.5 of this Section H** above and if medical treatment is necessary, IPA may repatriate the Member to an appropriate medical facility in his Country of Residence by scheduled airline flight (on economy class) or any other appropriate means of transportation. Any decision on such repatriation shall be made jointly and exclusively by both the attending Registered Medical Practitioner and IPA's alarm centre.
- 2.7 *Deposit Guaranteeing of Hospital Admission*
In case of Hospital admission duly approved by both the attending Registered Medical Practitioner and IPA's doctor and the Member is without means of payment of the required Hospital admission deposit, IPA may guarantee or provide such payment up to HK\$39,000. The Member will be required to repay any sum advanced and the costs of this service within 45 days (without interest). IPA will require valid credit authorisation from the Member or his representative, prior to advancement of funds for such admission.
- 2.8 *Medical Monitoring*
IPA may monitor the Member's condition during the Member's Hospital Confinement abroad and may keep the Member's employer / family informed.
- 2.9 *Compassionate Visit*
IPA may arrange and pay for the cost of an economy round trip transportation plus accommodation expenses up to HK\$16,000 for a person chosen by the Member, or a relative if the Member is unable to choose due to his condition, to join him if the Member has been in Hospital Confinement abroad for more than seven (7) consecutive days.
- 2.10 *Additional Travel and Accommodation for Travelling Companion*
IPA may arrange and pay for the additional travel and accommodation expenses incurred by the Member's travelling companion related to an incident requiring Medical Evacuation in **Clause 2.5 of this Section H** provided that such expenses shall not exceed HK\$15,000 for the Member in any one event subject to a sub-limit of HK\$2,000 per day.
- 2.11 *Return of Unattended Dependant Child(ren) to Country of Residence*
If the Member's travelling dependant child(ren) up to age eighteen (18) or age twenty-three (23) if in full time education, is left unattended by reason of the Member's Hospital Confinement, IPA may organise and pay for the return of child(ren) (on economy fare basis) to the Member's Country of Residence.
- 2.12 *Hotel Room Accommodation for Convalescence*
IPA may arrange and pay for reasonable hotel for convalescence, up to HK\$1,950 per day for a maximum of four (4) consecutive days, immediately after the Member's discharge from the Hospital, and if deemed Medically Necessary by attending Registered Medical Practitioner and IPA's doctor.
- 2.13 *Transportation for Return of Member to Original Work Site*
Following the Member's evacuation or repatriation by IPA within a one (1) month period, IPA may upon the Member's request arrange and provide a one way economy air transportation to return the Member to the original work location. The Member assumes the responsibility for the decision of whether or not he returns to work. The Member is responsible for obtaining any medical releases to determine his suitability to travel or not, or to resume work or not. The decision and the results thereof are solely the responsibility of the Member and / or the Member's attending Registered Medical Practitioner. IPA is not involved whatsoever in such decisions.
- 2.14 *Repatriation of Mortal Remains / Ashes (Unlimited Cover)*
Upon the death of the Member, IPA may arrange and pay for the repatriation of the Member's body or ashes to the Member's Country of Residence for burial.
- 2.15 *Unexpected Return to the Country of Residence*
In the event of the death of the Member's Close Relative in his Country of Residence while he is travelling overseas (excluding the case of immigration) that necessitates an unexpected return to his Country of Residence, IPA may arrange and pay for the cost of a scheduled airline ticket (economy class) for the return of the Member.
- 2.16 *Additional Hospital Benefit after a Medical Evacuation and Repatriation back to Hong Kong*
If Benefits payable under **Section A, and if applicable, Section B and Section C of the Description of Benefits** are exhausted, eligible medical expenses for Hospital Confinement in Hong Kong immediately following the repatriation under **Clause 2.6 of this Section H** are covered up to a further HK\$120,000.
- For **Clauses 2.5, 2.6, 2.11, 2.13 and 2.15 of this Section H**, the Member (and / or his travelling companion if applicable) shall surrender unused return tickets to IPA if IPA arranges new tickets or transportation for them.

Travel and Pre-trip Assistance

- 2.17 *Pre-trip and Travel Information*
The Member may contact IPA to obtain the following information before starting or during his journey:
(a) Updated immunisations and vaccinations requirements and needs.
(b) Weather, exchange rates, banking days, language, passport and visa requirements.
(c) Airport taxes or customs requirements.
(d) Arrangement of interpreter services or children escort.
(e) Transmission of urgent messages for medical reasons.
- 2.18 *Assistance on Luggage Retrieval*
In the event of loss or misrouting of the Member's luggage by a common carrier, IPA may liaise with the relevant entities such as but not limited to airline companies, customs officials, and will organise the dispatch of such luggage, if recovered, to such place as the Member may direct.
- 2.19 *Emergency Rerouting Arrangements*
IPA may assist the Member in reorganising his flight schedule should an emergency oblige him to alter his original plan.
- 2.20 *Administration Assistance of the loss of travel document*
IPA may provide the Member with the necessary information regarding the formalities requested by local authority in order to obtain the replacement of such lost or stolen documents.
- 2.21 *MedPass Service*
If the Member suffers from Bodily Injury or Sudden Illness and needs to be hospitalised in The People's Republic of China ("PRC") for emergency medical treatment, the Member may visit the nearest Hospital under IPA's China Hospitals Network (referred to as "MedPass Network" in this **Section H**). Upon presenting the valid Bupa Worldwide Assistance Programme Card and travel document, the Hospital will provide medical treatment without requiring any admission deposit directly from the Member up front. IPA shall provide the Hospital with the relevant guarantee of deposit for Hospital admission. The Member shall fully and directly settle the medical expenses including the Hospital admission deposit guaranteed by IPA when the Member is discharged from Hospital. IPA will not pay for any expenses incurred.

Legal Assistance

- 2.22 *Legal Referral*
IPA may provide the telephone numbers and addresses of the lawyers and solicitors firms.
- 2.23 *Legal Assistance*
In the event of an Accident occurring in a situation not related to the work, business, profession or employment of the Member, IPA may:
(a) provide for the defence of the Member in legal proceedings against him for civil liability to the Civil Laws in force in the country, and
(b) conduct proceedings in order to obtain an indemnity from an identified third party for the Member following personal injury and / or damages to the Member's personal belongings if such damages are estimated to be in excess of HK\$5,000.
In all such cases, the counsel and / or lawyer appointed by IPA shall act in a legal capacity for the Member without any recourse to, responsibility of, or indemnification by IPA by reason of its appointment of counsel and / or lawyer. The counsel and / or lawyer's fee will be settled by IPA up to a limit of HK\$40,000.
- 2.24 *Advance of Bail Bonds*
IPA may deposit up to HK\$40,000 on behalf of the Member as the security required from him in order to guarantee the payment of the fees for the procedures in the event of the Member being detained by the relevant local authority following a road Accident. No deposit shall be made by IPA for covering the civil liabilities, fines or personal indemnities to be paid by the Member and / or the release of the Member. The deposit made by IPA shall be considered as a loan made by IPA to the Member and should be fully repaid by the Member to IPA within 30 days of such advance. This advance of bail bond excludes any claim related to professional and / or criminal situations, as well as any claim arising out of the driving of any motor vehicle. If the Member fails to repay to IPA the deposit paid by IPA, the Subscriber is liable to repay such deposit to IPA.

Local Assistance - The following services are only available in Hong Kong

- 2.25 *Baby Sitting, Nursing and Temporary Domestic Helper Referral*
IPA may assist the Member to arrange or provide the name, telephone number and address of the service provider for baby sitting and / or private nursing and / or temporary domestic helper service.

2.26 *Electric Supply and Locksmith Referral*

IPA may assist the Member to arrange a licensed technician to repair the failure of his electricity supply system or a locksmith to open the door or solve relevant problems.

3. Limitations and Liabilities

3.1 *Territorial Limit*

The assistance and services mentioned in **Clauses 2.1 to 2.24 of this Section H** apply worldwide outside the Country of Residence and the assistance and services mentioned in **Clauses 2.25 and 2.26 of this Section H** apply in Hong Kong only.

3.2 *Liability of IPA*

It is understood that the Registered Medical Practitioners, Hospitals, clinics, and any kind of professionals to whom the Member will be referred by IPA are independent contractors responsible for their own acts and are not employees, agents or servants of IPA. IPA shall exercise care and diligence in selecting those professionals who have appropriate qualification and are certified by the local authority.

3.3 *Termination*

All the services and benefits under this Bupa Worldwide Assistance Programme will become ineffective when, for whatever reasons, the Contract is terminated or the Member ceases to be covered under the Contract.

4. General Exclusions

4.1 *Excluded Cases*

Services and assistance under this **Section H** shall not be available with respect to Bodily Injury or Sudden Illness of the Member arising from:

- (a) Pre-existing Conditions and any illness the symptoms of which would cause an ordinary prudent person to seek diagnosis, care or treatment before the Coverage Commencement Date, or a condition for which medical advice or treatment was recommended by a medical practitioner before the Coverage Commencement Date.

- (b) Any services rendered without the authorisation and / or intervention of IPA.

- (c) Childbirth, pregnancy or any complications within three (3) months before delivery date notwithstanding that such event may have been accelerated or induced by Accident.

- (d) Bodily Injuries arising directly or indirectly as a result of participation in any professional or competitive sports, water sports, winter sports, racing, rallies, potholing, rock climbing or mountaineering normally involving the use of ropes of guides, parachuting or martial arts.

- (e) Costs, which would have been payable if the event giving rise to the intervention of IPA, had not occurred.

- (f) All other exclusions of the Contract.

4.2 *Force Majeure*

Bupa and IPA shall not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or acts of God or any other event of force majeure which prevents IPA from providing such assistance services.

Section I - Health Coaching Services

The usage of the health coaching services (if applicable) should at all times be subject to the "Terms and conditions for Health Coaching Services" prescribed by the Company. Such terms and conditions shall form part of this Contract 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 the "Terms and conditions for Health Coaching Services" on the Company's website at <https://www.bupa.com.hk/health-coaching-services>. The availability of the service(s) set out under Section 2 of the "Terms and conditions for Health Coaching Services" is subject to the room level (if applicable) subscribed by the Member. The health coaching services available under this Contract are listed out in the Schedule of Benefits.

Schedule of Surgical Operations (partial list) 外科手術表 (節錄)

Description of Surgical Operations 外科手術分類項目	Classification of Operation 手術類別
Heart 心臟	
Coronary artery bypass graft surgery 冠狀動脈搭橋手術	Complex 複雜
PTCA with stent insertion 經皮穿冠狀動脈血管成形術及支架內置術	Complex 複雜
PTCA without stent insertion 經皮穿冠狀動脈血管成形術 (不設支架)	Major 大
Cardiac catheterisation (including coronary arteriography) 心導管插入術 (包括冠狀動脈造影術)	Major 大
Thyroid gland 甲狀腺	
Total thyroidectomy 甲狀腺完全切除術	Major 大
Bilateral subtotal thyroidectomy 雙側甲狀腺次全 (亞全) 切除術	Major 大
Hemi-thyroidectomy 甲狀腺單側切除術	Major 大
Fine needle aspiration (FNA) / biopsy of thyroid gland 針取甲狀腺細胞手術 / 甲狀腺活組織檢查	Day Case 日症手術 Minor 小
Breast 乳房	
Partial / total mastectomy with axillary dissection / radical mastectomy 乳房部份 / 完全切除術並包括腋窩下淋巴管切除手術 / 根治性乳房切除術	Major 大
Lumpectomy or partial / total mastectomy with / without biopsy of sentinel lymph node 乳房腫瘤切除術或部份 / 完全乳房切除術 (包括或不包括前哨淋巴管活組織檢查)	Intermediate 中
Incision and drainage of breast abscess 乳房膿腫切開及引流	Minor 小
Percutaneous fine needle biopsy of lesion of breast with / without ultrasound guided 乳房病變經皮針吸活組織檢查 (包括或不包括超聲波檢查)	Day Case 日症手術 Minor 小
Eye 眼部	
Unilateral / bilateral cataract extraction with insertion of intraocular lens 單側 / 兩側白內障摘除術包括晶體植入術	Intermediate 中
Laser photocoagulation / cryotherapy / radiotherapy of lesion of retina (and bilateral) 視網膜病變激光凝固療法 / 冷凍療法 / 放射療法 (包括兩側)	Intermediate 中
Excision / curettage / cryotherapy of lesion of eyelid(s) 眼瞼病變切除術 / 刮除術 / 冷凍療法	Day Case 日症手術 Minor 小
Exploration of conjunctiva (including removal of foreign body) 結膜探查 (包括異物清除術)	Minor 小
Ear 耳	
Tympanoplasty / myringoplasty 鼓室成形術 / 鼓膜成形術	Major 大
Removal of foreign body from external auditory canal (and bilateral) 外耳道異物清除術 (包括兩側)	Clinical Operation 診所手術 Minor 小
Myringotomy with / without insertion of tube 鼓膜切開術 (包括或不包括置管)	Day Case 日症手術 Minor 小
Nose 鼻	
Functional endoscopic sinus surgery (FESS) 功能性鼻竇內窺鏡手術	Major 大
Septoplasty 鼻中隔成型術	Intermediate 中
Submucous resection of turbinate 黏膜下鼻甲切除術	Intermediate 中
Cauterisation of turbinate of nose (and bilateral) 鼻甲燒烙術 (包括兩側)	Clinical Operation 診所手術 Minor 小
Packing of cavity of nose (as sole procedure) 鼻腔填法 (作為獨立手術)	Clinical Operation 診所手術 Minor 小
Antral puncture and wash-out (and bilateral) 鼻竇穿刺術及清洗 (包括兩側)	Day Case 日症手術 Minor 小
Nasal / sinus endoscopy 鼻 / 鼻竇內窺鏡檢查	Day Case 日症手術 Minor 小
Throat 咽喉	
Laryngoscopy / microlaryngoscopy with or without biopsy / removal of lesion 喉鏡 / 電子顯微喉鏡檢查 (包括或不包括活組織檢查 / 病變切除)	Day Case 日症手術 Minor 小
Fibreoptic examination of trachea and bronchus including biopsy / removal of foreign body 氣管及支氣管纖維內窺鏡檢查 (包括活組織檢查 / 異物清除術)	Minor 小
Tonsillectomy (and bilateral) 扁桃腺切除術 (包括兩側)	Intermediate 中
Adenotonsillectomy (and bilateral) 增殖腺扁桃體切除術 (包括兩側)	Intermediate 中
Lungs 肺	
Lobectomy (any approach) 肺葉切除術 (任何方式)	Complex 複雜
Surgical thoracoscopy with pleurodesis 胸腔鏡手術與胸膜黏合術	Major 大
Pleural biopsy (open) 胸膜活組織檢查 (開放性)	Intermediate 中
Bronchoscopy 支氣管鏡檢查	Minor 小
Percutaneous lung biopsy 經皮針刺肺活組織檢查	Minor 小
Tapping of pleural effusion (thoracentesis) 抽肺積水 (胸腔穿刺)	Minor 小
Oesophagus and stomach 食道及胃	
Partial gastrectomy with / without removal of lesion 部份胃切除術 (包括或不包括病變切除術)	Major 大
Total gastrectomy with / without removal of lesion 全胃切除術 (包括或不包括病變切除術)	Complex 複雜
Upper G.I. endoscopy with / without biopsy / removal of lesion 上消化道內窺鏡檢查及治療 (包括或不包括活組織檢查 / 病變切除術)	Day Case 日症手術 Minor 小
Appendix 闌尾	
Appendicectomy / laparoscopic appendicectomy 闌尾切除術 / 腹腔鏡闌尾切除術	Intermediate 中
Large intestine and anus 大腸及肛門	
Haemorrhoidectomy / stapled haemorrhoidectomy 痔瘡切除術 (內 / 外) / 吻合器痔瘡切除術	Intermediate 中
Excision / closure of anal fissure / of anal fistula 肛裂切除術 / 肛口閉合術	Intermediate 中
Colonoscopy with / without excision biopsy / removal of lesion 結腸內窺鏡檢查及治療 (包括或不包括活組織檢查 / 病變切除術)	Day Case 日症手術 Minor 小
Sigmoidoscopy with / without biopsy / removal of lesion 乙狀結腸內窺鏡檢查 (包括或不包括活組織檢查 / 病變切除術)	Day Case 日症手術 Minor 小
Injection / banding of haemorrhoids 痔瘡注射 / 結紮	Clinical Operation 診所手術 Minor 小

Description of Surgical Operations 外科手術分類項目

Classification of Operation 手術類別

Liver, gall bladder and bile duct 肝、膽囊及膽管

Liver transplantation including recipient hepatectomy 肝臟移植術包括受者肝臟切除術		Complex 複雜
Partial hepatectomy 部份肝臟切除術		Complex 複雜
Cholecystectomy with / without exploration of common bile duct 膽囊切除術 (包括或不包括膽總管探查)		Major 大
Laparoscopic cholecystectomy with / without preoperative cholangiogram 腹腔鏡膽囊切除術 (包括或不包括手術前膽管造影術)		Major 大

Urinary tract 泌尿系統

Extracorporeal shock wave lithotripsy 體外震波碎石法		Intermediate 中
Endoscopic examination of bladder (including biopsy) 膀胱內窺鏡檢查 (包括活組織檢查)	Day Case 日症手術	Minor 小

Genital tract - male 男性生殖系統

Radical prostatectomy (any approach), reconstruction of bladder neck including bilateral pelvic lymphadenectomy 根治性前列腺切除術 (任何方法), 包括重建膀胱頸及骨盆兩側淋巴結切除術		Complex 複雜
Prostatectomy 前列腺切除術		Major 大
Circumcision 包皮環切術		Minor 小

Genital tract - female 女性生殖系統

Radical hysterectomy and lymphadenectomy (Werthelm's) 根治性子宮切除及淋巴結切除術		Complex 複雜
Subtotal / Total hysterectomy (including abdominal / laparoscopically assisted / laparoscopic / vaginal approach) with / without removal of adnexa 子宮次全 / 完全切除術 (包括經腹手術 / 腹腔鏡輔助手術 / 腹腔鏡手術 / 經陰道式手術) 包括或不包括附件切除		Major 大
Laparoscopic myomectomy 經腹腔鏡子宮肌瘤切除術		Major 大
Unilateral / bilateral oophorectomy and salpingectomy (as sole procedure) 單側或兩側卵巢及輸卵管切除術 (作為獨立手術)		Major 大
Vaginal approach myomectomy 經陰道進行宮肌瘤切除術		Intermediate 中
Abdominal approach myomectomy 經腹進行宮肌瘤切除術		Major 大
Laparoscopy and therapeutic procedures including laser, diathermy and destruction e.g. endometriosis, adhesiolysis, tubal surgery 腹腔鏡檢查及治療 (包括激光療法及透熱療法, 例如治療子宮內膜異位症、盆腔黏連、輸卵管手術)		Intermediate 中
Laparotomy / laparoscopic ovarian cystectomy (and bilateral) 開腹 / 經腹腔鏡卵巢囊腫切除術 (包括兩側)		Major 大
Hysteroscopy with / without dilation and curettage with / without removal of lesion 宮腔鏡 (包括或不包括子宮擴張刮術) (包括或不包括病變切除術)		Intermediate 中
Excision / marsupialisation of Bartholin's gland / cyst 巴多林氏腺的切除或袋形縫合術		Intermediate 中
Dilatation of cervix uteri and curettage of uterus including polypectomy and diathermy of cervix 子宮頸擴張及子宮內膜刮除術 (包括息肉切除術及子宮透熱療法)		Minor 小
Colposcopy (including biopsy, treatment of lesion of cervix uteri by cauterization, laser, diathermy, etc) 陰道鏡檢查 (包括活組織檢查及使用燒灼激光透熱等方法治療子宮頸部病變等)	Day Case 日症手術	Minor 小

Skin and subcutaneous tissue 皮膚及皮下組織

Malignant melanoma excision including flap grafting 惡性黑色素瘤切除術包括皮瓣移植		Intermediate 中
Excision of lesion of skin / subcutaneous tissue 皮膚或皮下組織病變切除術	Clinical Operation 診所手術	Minor 小
Curettage / cryotherapy of lesion of skin including cauterisation 皮膚病變刮除術 / 冷凍療法包括燒烙術	Clinical Operation 診所手術	Minor 小
Primary suture of wound with involvement of deeper tissue 傷口縫合術包括深層皮膚組織	Day Case 日症手術	Minor 小
Removal of foreign body in deeper tissue 深層組織內異物清除術	Day Case 日症手術	Minor 小
Drainage of lesion of skin including abscess 皮膚病變、膿腫引流術	Clinical Operation 診所手術	Minor 小
Fine needle aspiration cytology 針取細胞術	Day Case 日症手術	Minor 小
Drainage of lesion of lymph node 淋巴結病變引流術	Day Case 日症手術	Minor 小

Abdominal wall 腹

Primary repair of inguinal hernia, bilateral 腹股溝疝修補術, 兩側		Major 大
Primary repair of inguinal hernia, unilateral 腹股溝疝修補術, 單側		Intermediate 中

Bones and joints 骨及關節

Total knee replacement 全膝關節置換		Major 大
Total hip replacement 全髋關節置換		Complex 複雜
Arthroscopy for diagnosis and / or treatment 關節鏡進行之檢查及 / 或治療		Intermediate 中
Repair / reconstruction of ruptured Achilles tendon 跟腱斷裂後修補 / 重建術		Intermediate 中
Closed reduction of fracture with / without application of plaster of Paris 骨折閉合性復位術 (包括或不包括石膏固定)		Minor 小
Removal of fracture implant (except spinal implant) 拆除骨折植入物 (脊椎植入物除外)		Minor 小
Excision of ganglion 腱鞘囊腫切除術	Day Case 日症手術	Minor 小
Release of constriction of tendon sheath 肌腱狹窄鬆解術	Day Case 日症手術	Minor 小
Joint aspiration / injection 關節抽液 / 注射	Clinical Operation 診所手術	Minor 小

For operations not listed in this Schedule of Surgical Operations and not expressly excluded herein by any other condition of the Contract, Bupa will pay a Benefit using a classification at its own discretion depending on the complexity of the surgery involved.

For any enquiry, please call our Customer Care helpdesk.

凡手術未列於此外科手術表內, 同時亦未有任何合約條款及細則明確表示屬保障範圍以外, 保柏將根據有關手術之複雜程度, 自行決定手術類別而作賠償。任何查詢, 請致電我們的客戶服務專線。

This Schedule of Surgical Operations is for reference only, and is subject to change from time to time without prior notice.

此外科手術表只供參考用, 如有任何更改, 恕不另行通知。

In the event of any discrepancy in respect of the meaning between the Chinese version and English version in the Contract, the English version shall prevail.

本合約內中、英文之意思如有任何差別, 概以英文為準。

— End of Contract —

— 合約完 —

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