



健康支援服務/  
專屬健康大使服務  
條款及細則

**Terms and Conditions for  
Health Coaching Services/  
HealthPro Concierge Service**

## 健康支援服務 / 專屬健康大使服務條款及細則 (「條文」)

本條文適用於由保柏(亞洲)有限公司(「保柏」)承保分別為保柏會員投保特定醫療保障計劃而設的健康支援服務及恒生保柏會員投保特定醫療保障計劃而設的專屬健康大使服務。

本條文所訂明的服務,根據會員投保的醫療保障計劃(「計劃」)及住房等級(如適用)而定。各計劃及住房等級(如適用)可享用的健康支援服務或專屬健康大使服務,請參閱保障金額表上所列項目。

若計劃為保柏承保的自願醫保產品,請瀏覽保柏網站 <https://www.bupa.com.hk/vhiscglossary/> 查閱本條文所用詞彙的定義。

### 1. 一般條文

- 1.1 本條文的條款及細則附於計劃並屬當中一部分。除本條文列明不適用者外,計劃合約的所有條款及細則均為適用,並且具十足效力及作用。倘若計劃下任何適用的條款及不保事項與條文內所明確列明的保障有任何抵觸,概以本條文的條款為準以解決有關不一致之處。
- 1.2 除本條文下述第1.6節另行釋義,本條文內以斜體標註的詞彙需以計劃合約所載涵意詮釋。
- 1.3 本條文列明提供予計劃投保人及/或會員的增值服務,無需額外費用。下述第2節所列服務根據會員投保的計劃及住房等級(如適用)而定,適用的服務項目及詳情列明於各計劃的保障金額表當中。
- 1.4 本條文按下述第6節所列出之除外條款提供的服務,將由合資格護士、註冊西醫、其他專業醫療人員及顧客服務人員組成的服務團隊負責提供。各項服務和支援須視乎供應情況,或會因保柏及服務團隊無法控制的情況而無法提供。
- 1.5 保柏有權因適用法律或安全理由更改本條文,更新及修訂(部分或全部)服務範圍,並不會於更改前通知會員。會員使用服務時應參考保柏網站 <https://www.bupa.com.hk/health-coaching-services/> (保柏會員)或 <https://www.bupa.com.hk/PDF/healthpro-concierge-service.pdf> (恒生保柏會員) 內最新的條文版本。
- 1.6 於本條文,除非上下文意另有規定,否則以下詞語如下詮釋:

「慢性疾病」	指糖尿病、心血管疾病、高血壓或癌症。
「健康資訊」	具有本條文第2.1(c)節所賦予的含義。
「健康問題」	具有本條文第2.1(a)節所賦予的含義。
「醫療服務」	指醫療服務提供者提供的醫療服務,包括計劃合約保障的服務或其他不在保障範圍的服務。
「醫療服務提供者」	指提供預防、治療、促進或復康醫療服務的個人或機構,現於香港衛生署認可的委員會或協會或海外的等同組織註冊。
「會員失責」	具有本條文第3節所賦予的含義。
「原居地」	指香港或會員護照註明的永久居留地,或會員可提供合理證明的主要就業地,其具體定義將由保柏全權酌情界定。
「服務」	指本條文第2節所列出的任何或所有的服務。
「服務團隊」	是指由保柏與保柏委任的第三方服務供應商聯合設立的服務團隊。
「支援醫生」	指服務團隊內的註冊西醫。
「治療」	具有本條文第2.1(b)節所賦予的含義。

### 2. 服務及支援說明

#### 2.1 如會員:

- (a) 現時有任何與健康相關的問題(於本條文稱為「健康問題」);
- (b) 對專業醫療人員建議進行的手術或復康服務(於本條文稱為「治療」)存有疑慮;
- (c) 需要不關乎任何已存在健康問題或治療的一般健康資訊,例如出外旅遊或移居外地所需的健康資訊(於本條文稱為「健康資訊」);
- 或
- (d) 需要協調醫療服務、跟進康復進展或協助辦理本條文所述的入院及出院手續;

會員可親自或由代表致電24小時健康專線與服務團隊聯絡,要求提供本條文第2.2節至第2.10節所列的服務及支援。服務團隊會盡量支援會員,安排適當的醫療服務,但有關服務受下述第4節訂明的地域規限。24小時健康專線並非緊急醫療服務,會員如遇緊急醫療事故,應使用緊急救援服務如保柏國際援助計劃或當地的緊急救援熱線,例如在香港打999求助。如有關的醫療服務並非本計劃合約的保障範圍,會員或須負擔費用。會員須直接付款予服務團隊轉介的醫療服務提供者、其他專業人士或服務提供者。

#### 2.2 24小時健康專線

會員如需要就任何非緊急健康問題徵詢非正式的醫療意見,又或想查詢一般健康資訊,可致電24小時健康專線與服務團隊聯絡。服務團隊的合資格護士會24小時提供服務以收集會員所提供的必要資料。24小時健康專線只限於協助安排醫療服務提供者為會員提供適切的醫療意見、診斷和其他服務,並不會直接在電話提供任何醫療服務,而本服務所有電話談話均不可視作亦並非醫學診斷。

#### 2.3 醫療中心選擇

如會員需要或支援醫生認為情況適合,保柏便會按可得資料並根據會員的偏好(例如地點)提供當時保柏記錄下若干可提供醫療服務的醫療服務提供者以供選擇。會員現確認服務團隊提供的醫療服務中心資料僅供參考,最終選擇哪個醫療服務提供者概由會員自行獨立決定。於任何情況下,我們的服務不應視為對供應商服務的質量、能力或適用性的任何認同、認可或建議。

#### 2.4 預約診症

服務團隊可應會員要求，盡其合理努力協助會員預約會員自行選擇的醫療服務提供者。使用本項服務時，服務團隊無法保證會員可優先約見偏好的醫療服務提供者，或於會員指定時間預約該醫療服務提供者。如有此情況，服務團隊會通知會員並盡其合理努力提供其他醫療服務提供者供會員考慮。

#### 2.5 健康顧問

如會員需要住院，服務團隊可應其要求指派健康顧問。健康顧問會協助會員辦理入院及出院手續和申請計劃合約下的信用額或辦理索償手續。健康顧問亦會在其認為適當的情況下致電慰問會員或到醫院探訪。健康顧問會預先與會員協定致電或探訪的時間。如會員的復康計劃涉及多種治療，又或會員需要接受癌症治療，服務團隊可應會員要求指派健康顧問為其辦理醫療服務的各種安排，包括按照本條文上述第4節規定預約醫療服務提供者，並且協助會員更好地了解自身的健康問題、治療和康復進展。健康顧問並可協助會員管理醫療開支，讓會員知道醫療服務的費用是否屬於計劃合約的保障範圍。

#### 2.6 第二醫療意見

如會員對個別醫療服務提供者的醫學意見存疑，可要求服務團隊幫忙安排由保柏委任的第三方服務供應商提供第二醫療意見。第三方服務供應商會提供途徑與專業個案支援經理聯繫，並建議適當的專科醫生（如適用）以供會員考慮。在接受第二醫療意見時，會員應就是否接受由第三方服務供應商推薦的專科醫生作出獨立決定。會員如需要第二醫療意見，應提供或要求及授權其醫生向相關專科醫生提供充分的醫療資訊以作評估，當中包括病歷資料及當時診斷資訊。第二醫療意見需時多久須視乎會員能否及時提供醫療資料和服務團隊合理控制範圍外的其他因素，例如是否有專科醫生提供服務。第二醫療意見服務只涵蓋診症費用及一份醫療報告。作出第二醫療意見的專科醫生並無責任就任何法律案件提供支援或製作報告書。除非屬計劃合約的保障範圍，會員須承擔在接受第二醫療意見的過程中，由專業個案支援經理或專科醫生所建議的任何檢查或治療之費用。

#### 2.7 慢性疾病管理計劃

如會員經註冊西醫確診患上慢性疾病，服務團隊可應會員要求提供自我管理的支援，包括供應教育材料、跟進會員的病況和協助會員養成必要的行為習慣並持之以恆，以便長期管理其身體狀況。服務團隊只可在行為習慣和教育方面提供支援，不會提供臨床支援或治療。服務團隊建議任何治療，除非在計劃合約所訂的保障範圍之內，保柏不會負責任何治療的費用。慢性疾病管理計劃支援的乃不能用以取代會員應由醫療服務提供者接受的治療。

#### 2.8 非緊急環球健康支援

服務團隊可應會員要求，協調會員就現有健康問題計劃在原居地境外接受的醫療必需醫療服務，包括依照上述第2.3節規定盡合理努力物色醫療服務提供者、依照上述第2.4節規定預約及協助會員向保柏申請信用額（如計劃合約適用）。服務團隊並可協助會員綜合、翻譯及遞交醫療記錄予其自選的醫療服務提供者，另亦可應會員要求安排傳譯員到場。會員接受醫療服務後，服務團隊可協助會員綜合及翻譯醫療文件。此服務不包括為會員及其家人安排旅遊交通或住宿，任何根據本2.8節提供的綜合、翻譯及遞交醫療記錄或安排傳譯員到場的費用，均須由會員自付。

#### 2.9 癌症關懷計劃

如會員經註冊西醫確診癌症，服務團隊可應會員要求向會員提供有關癌症的健康資訊，包括治療方案及治療後的護理建議等一般資訊。服務團隊亦可協助會員提供有關生活方式、保健、飲食建議及情緒支援以對抗癌症。在任何情況下，保柏不會提供有關診斷的臨床建議、治療或藥物。除非屬於計劃合約的保障範圍內，保柏不會負責由服務團隊提出建議服務的費用。癌症關懷計劃不能用以取代由會員自行選擇的醫療服務提供者提供的治療或醫療服務。

#### 2.10 中國內地居民服務

如會員的原居地為中國內地，服務團隊可協調其到港接受已計劃的醫療服務，包括盡合理努力為會員及其家屬安排交通及住宿，依照上述第2.4節規定物色香港的醫療服務提供者、依照上述第2.4節規定預約醫療服務提供者，和協助會員向保柏申請信用額（如合約適用）。服務團隊並可協助會員綜合、翻譯及遞交醫療記錄予其自選的醫療服務提供者，另亦可應會員要求安排傳譯員到場。會員接受醫療服務後，服務團隊可協助會員綜合及翻譯醫療文件。任何根據此第2.10節提供的綜合、翻譯及遞交醫療記錄、交通及住宿或安排傳譯員到場的費用，一律由會員自付。

### 3. 會員的責任

- 3.1 有關提供服務的所有事宜，會員將會與保柏合作。
- 3.2 會員將迅速提供保柏因提供服務所需之合理資料及文件，並確保資料在所有重要環節正確無誤。
- 3.3 如因會員任何行為或紕漏，或會員未能履行責任（「會員失責」），而導致保柏未能提供或延遲履行本條文列出的責任：
  - (a) 保柏有權在其他權利及彌補方法不受限制下，停止提供服務直至會員彌補會員失責，就因會員失責而導致保柏未能履行或延遲履行的責任，保柏無須補救履行該部分責任；及
  - (b) 如保柏因未能提供或延遲履行本條文列出的責任直接或間接導致會員產生任何費用或蒙受任何損失，保柏概不負責。

### 4. 地域規限

本條文第2.8節所列的服務適用於原居地境內及境外。本條文第2.2節至2.7節及第2.9至2.10節所列的服務只限於香港。

### 5. 保柏的責任

- 5.1 服務團隊轉介的註冊西醫、醫院、診所、旅遊中介公司、交通服務提供者，及任何類別的專業人員及服務提供者均為各自對其行為負責的獨立承辦商，而並非保柏的僱員、代理或受僱人。保柏會合理、努力、審慎、甄選此等專業人員及服務提供者。所有此等人員均為當地監管機構核證認可，擁有適切的資格，但保柏概不就此等醫療服務提供者提供的任何診斷、治療、行為或其他紕漏承擔責任，亦不會就其他服務提供者的任何行為或紕漏負責。
- 5.2 服務團隊能否妥善有效地提供本條文所列的服務，必須視乎會員是否願意披露其醫療記錄和詳細描述其健康問題。保柏及服務團隊概不保證可安排任何醫療服務提供者為會員服務。
- 5.3 倘若法律許可，保柏在任何情況下，無論在合約、侵權（包括疏忽）、違反法定責任或其他方面，不會就任何盈利或收入損失或在本條文下或因本條文引起的間接損失或相應而生的損失承擔任何責任。
- 5.4 按下述第5.5節另有規定外，就在本條文下或因本條文引起的所有其他損失，包括在合約、侵權（包括疏忽）、違反法定責任或其他方面，保柏對會員的總法律責任在所有情況下不會超過在計劃下向會員收取之總保費。
- 5.5 在本第5.5節內並無條款限制或排除保柏對以下的責任：
  - (a) 因疏忽或其僱員、代理或分包商的疏忽而導致的死亡或人身傷害；或
  - (b) 欺詐。

## 6. 除外條款

除了**計劃合約**內的一般不保事項外，本**條文**的服務亦不會提供**服務**以下項目：

- 6.1 醫療保險；
- 6.2 醫療建議（本**條文**第2.6節所載由第三方服務供應商所提供除外）；
- 6.3 診症（本**條文**第2.6節所載由第三方服務供應商所提供除外）；
- 6.4 處方；
- 6.5 診斷及治療計劃（本**條文**第2.6節所載由第三方服務供應商所提供除外）；
- 6.6 醫療決定；
- 6.7 治療過程中任何階段的**醫療服務**；
- 6.8 非醫療相關**服務**（本**條文**第2.8節所載由第三方服務供應商所提供除外）；
- 6.9 家訪或非預約探訪；或
- 6.10 實驗性及另類治療。

## 7. 不可抗力之免責事由

如因罷工、戰爭、敵國入侵、武裝衝突（不論是否正式宣戰）、內戰、叛亂、革命、恐怖行動、政變、暴動及群眾騷亂、政治或行政干預、輻射能或天災等妨礙**服務團隊**提供**服務**的不可抗力事項，使**服務團隊**之**服務**延誤或無法進行時，**保柏**不負任何責任。

## Terms and Conditions for Health Coaching Services/ HealthPro Concierge Service (“Provisions”)

This Provisions shall govern the use of Health Coaching Services available for Bupa Members and HealthPro Concierge Service available for Hang Seng Bupa Members under selected medical insurance schemes underwritten by Bupa (Asia) Limited (“Bupa”).

The availability of the service(s) set out in this Provisions is subject to room level (if applicable) subscribed by the Member under the medical insurance scheme (the “Scheme”). The health coaching services or HealthPro concierge service available to each Scheme (if applicable) are listed out in its Schedule of Benefits.

Please refer to Bupa’s website <https://www.bupa.com.hk/vhisglossary/> for the glossary of terms used in this Provisions if the Scheme is a VHIS plan underwritten by Bupa.

### 1. General Provisions

- 1.1 The terms and conditions for this Provisions are attached to and form part of the Contract of the Scheme. Except as otherwise specified in this Provisions, all terms and conditions applied to the Contract of the Scheme shall have full force and effect. To the extent that any terms and exclusions applied to the Scheme is inconsistent with the provisions expressly provided in this Provisions, the terms in this Provisions shall prevail to resolve such inconsistency.
- 1.2 Unless otherwise defined in Section 1.6 of this Provisions below, capitalised terms used in this Provisions shall have the meanings ascribed to them under Contract of the Scheme.
- 1.3 The services set out in this Provisions are value added services available to the Subscriber and/or the Member without additional fees. The services available under Section 2 below are subject to the room level (if applicable) subscribed by the Member under the Scheme, and the applicable service item(s) and details are listed out in the respective Scheme’s Schedule of Benefits.
- 1.4 Subject to the exclusions set out in Section 6 of this Provisions below, services provided under this Provisions are provided by the Service Team which is consisted of Qualified Nurses, Registered Medical Practitioners, other healthcare professionals and customer service personnel. The services and assistance are provided subject to availability and may not be available for reasons beyond Bupa’s and the Service Team’s control.
- 1.5 Bupa shall have the right to make any changes to this Provisions, amend the scope of Services or terminate the Services (in part or in full) which are necessary to comply with any applicable law or safety requirement and the Member shall be notified in any such event. Members should refer to Bupa’s website at <https://www.bupa.com.hk/health-coaching-services/> (for Bupa Members) or <https://www.bupa.com.hk/PDF/healthpro-concierge-service.pdf> (for Hang Seng Bupa Members) for the most updated version of this Provisions when using the Services.
- 1.6 For the purpose of this Provisions, the following words and expressions shall have the following meaning, except where the context otherwise requires.

“Chronic Condition”	means diabetes, cardiovascular disease, hypertension or cancer.
“Health Information”	has the meaning assigned to it under Section 2.1(c) of this Provisions.
“Health Problem”	has the meaning assigned to it under Section 2.1(a) of this Provisions.
“Healthcare Service”	means healthcare services provided by the Healthcare Service Providers, which services may or may not be covered by the Contract of the Scheme.
“Healthcare Service Provider”	means an individual or an institution that provides preventive, curative, promotional or rehabilitative health care services which is registered with boards or councils recognised by the Department of Health, Hong Kong or equivalent bodies if overseas.
“Member Default”	has the meaning assigned to it under Section 3.3 of this Provisions.
“Place 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.
“Service” or “Services”	means any or all the service as outlined in Section 2 of this Provisions.
“Service Team”	means the service team jointly set up by Bupa and any provider appointed by Bupa.
“Support Doctor”	means any Registered Medical Practitioner forming part of the Service Team.
“Treatment”	has the meaning assigned to it under Section 2.1(b) of this Provisions.

### 2. Description of Services and Assistance

2.1 If the Member:

- (a) has a health related problem which he is suffering from (referred to as “Health Problem” in this Provisions);
- (b) has concerns about surgery or rehabilitation services recommended by a healthcare professional (referred to as “Treatment” in this Provisions);
- (c) is in need of general health information not relating to any existing Health Problem or Treatment, such as health information required for the purpose of travel or relocation (referred to as “Health Information” in this Provisions); or
- (d) is in need of healthcare service coordination, recovery progress tracking or administrative assistance on hospital admission and discharge described in this Provisions;

the Member can request the following services and assistance under Sections 2.2 to 2.10 below by the Member or his representative speaking to the Service Team’s 24-hour Healthline. The Service Team will seek to support the Member with obtaining the appropriate Healthcare Services subject to the territorial limit under Section 4 below. The 24-hour Healthline is not an emergency medical service, and in case of any medical emergency, Members should use emergency services such as Bupa Worldwide Assistance Program or the local emergency hotline, for example dial 999 if in Hong Kong. The Member may need to bear the cost of the Healthcare Services if they are not covered by the Contract of the Scheme. The Member shall directly pay the costs to the Healthcare Service Providers or other professionals or service providers referred by the Service Team.

### *2.2 24-hour Healthline*

The Member may call the Service Team using the 24-hour Healthline when he is in need of informal health advice related to non-emergency Health Problems or general Health Information. Qualified Nurses in the Service Team are available 24 hours a day to collect necessary information from the Member and may escalate the call to a Support Doctor with the consent of the Member. The 24-hour Healthline is designed to support the Member in obtaining appropriate medical advice and diagnosis and other medical services from Healthcare Service Providers only, and it is not intended to provide the Member with any Healthcare Services over the phone and in using such service such telephone conversations are not intended to and do not provide the Member with a medical diagnosis.

### *2.3 Healthcare Centre Choices*

If required by the Member or where it appears appropriate to the Support Doctors, the Member shall be offered few choices of Healthcare Service Providers available at Bupa's record at that time for Healthcare Services based on the Member's preferences e.g. location. The centre choices are provided by Service Team for reference only and the Member shall be ultimately responsible for making an independent decision to choose the Healthcare Service Provider. In any event, our service shall not be regarded as any endorsement, approval or recommendation on the quality, competency or suitability of the provider's services.

### *2.4 Appointment Making*

Upon request from the Member, the Service Team will assist the Member and use its reasonable efforts to make a medical appointment with the Member's own selected Healthcare Service Provider. In using this service, the Service Team cannot guarantee to provide the Member preferential access to any such Healthcare Service Providers or make any medical appointment for the Member at a specific time or specific Healthcare Service Provider. If this is the case, the Service Team will inform the Member and use its reasonable efforts to offer few choices of alternative Healthcare Service Providers for the Member's consideration.

### *2.5 Care Manager*

Upon request from the Member, the Service Team will assign a care manager to the Member who has hospitalisation needs. The care manager will help the Member with handling the hospital admission and discharge processes and any application for credit facility or claim procedures under the Contract of the Scheme. The care manager will also make scheduled calls or pay courtesy visits at the hospital, whenever the care manager considers it appropriate. Such calls or visits will be scheduled in advance and agreed with the Member. In circumstances where the Member is in need of multiple medical treatments in their rehabilitation plan, or if the Member is to undergo cancer treatment, a care manager will, at the Member's request, be assigned to the Member to make arrangements for Healthcare Services including making appointments with Healthcare Service Providers in accordance with Section 2.4 above and assist the Member to get a better understanding of his Health Problem, treatment and recovery progress from the Healthcare Service Providers. The care manager may also assist the Member with managing his medical expenses and advise whether the costs of the Healthcare Services are covered by the Contract of the Scheme.

### *2.6 Second Medical Opinion*

If the Member has doubts with a medical opinion given to them by a Healthcare Service Provider, the Member may request the Service Team to help to arrange for a second medical opinion from a Bupa appointed third party service provider. The third party service provider will provide access to a case manager doctor and recommend appropriate specialists, if applicable, for the Member's consideration. The Member shall make an independent decision whether or not to accept the specialist recommended by the third party service provider in receiving the second medical opinion. In order to obtain a second opinion, the Member shall provide, or request and authorise his doctor(s) to provide, sufficient medical information including historic medical information and current diagnosis, to the relevant specialist, for assessment. The delivery time of the second medical opinion is dependent on the medical information of the Member being provided in a timely manner and other factors beyond the Service Team's reasonable control, such as the availability of the specialists. The second medical opinion service shall only cover the consultation fee and a medical report. The specialists providing a second opinion shall not be required to support or generate reports for any legal cases. The Member shall be responsible for the costs of any proposed investigation or treatment recommended by a case manager doctor or specialist in the course of receiving the second opinion except for those eligible expenses covered by the Contract of the Scheme.

### *2.7 Chronic Conditions Programme*

If the Member is diagnosed by a Registered Medical Practitioner with a Chronic Condition, the Service Team is available at the Member's request to provide the Member with self management support by providing educational materials, keeping track of the Member's condition and assisting the Member to enable him to implement and sustain the behaviours needed to manage his condition on an on-going basis. The Service Team shall only provide behavioural and educational support but not clinical support or Treatment. Bupa shall not be liable for the costs of any treatment proposed by the Service Team unless they are covered by the Contract of the Scheme. The Chronic Conditions Programme shall not be used as a replacement for treatment provided by the Member's Healthcare Service Provider.

### *2.8 Non-emergency Global Healthcare Support*

Upon request from the Member, the Service Team will help to coordinate his planned Medically Necessary Healthcare Services relating to the Member's existing Health Problem to be received outside the Place of Residence. This may include using its reasonable efforts to: identify Healthcare Service Providers in accordance with Section 2.3 above, make appointment in accordance with Section 2.4 above and assist the Member to apply to Bupa for grant of credit facilities, if applicable under the Contract of the Scheme. The Service Team may assist the Member with consolidating, translating and submitting his medical records to the Healthcare Service Provider selected by the Member. Arrangement of an on-site interpreter may be provided upon request from the Member. After the Member receives the Healthcare Services, the Service Team may assist the Member with consolidating and translating the medical documentation. This service does not include arranging travel logistics or accommodation for the Member and his family. Any expenses incurred in connection with the consolidation, translation, submission of medical records or the provision of an on-site interpreter under this Section 2.8 shall be borne by the Member.

### *2.9 Cancer Care Programme*

If the Member is diagnosed by a Registered Medical Practitioner with cancer, the Service Team is available at the Member's request to provide the Member with health information to understand the cancer condition, including general information pack on treatment options and after treatment care tips. The Service Team may also provide general education on lifestyle, exercise, dietary recommendation and emotional support to assist the Member to go through the journey in fighting cancer. In any event, no clinical advice on diagnosis, treatment or medication will be offered. Bupa shall not be liable for the costs of recommended services proposed by the Service Team unless they are covered by the Contract of the Scheme. The Cancer Care Programme shall not be used as a replacement for treatment or medical services provided by the Member's own Healthcare Service Provider.

### *2.10 Mainland China Resident Service*

Where the Member's Place of Residence is Mainland China, the Service team will help to coordinate his planned Healthcare Services to be received in Hong Kong. This may include using its reasonable efforts to arrange travel logistics and accommodation for the Member and his family, identifying Hong Kong Healthcare Service Providers in accordance with Section 2.4 above, making appointment in accordance with Section 2.4 above and assisting the Member to apply to Bupa for grant of credit facilities, if applicable under the Contract. The Service Team may assist the Member with consolidating, translating and submitting his medical record to the Healthcare

Service Provider selected by the Member. Arrangement of an on-site interpreter may be provided upon request from the Member. After the Member receives the Healthcare Services, the Service Team may assist the Member with consolidating and translating the medical documentation. However, any expenses incurred in connection with the consolidation, translation, submission of medical records or documentation, any travel or accommodation or the provision of an on-site interpreter under this Section 2.10 shall be for the Member's sole account.

### **3. The Member's Obligation**

- 3.1 The Member shall co-operate with Bupa in all matters relating to provision of the Services.
- 3.2 The Member shall promptly provide Bupa with such information and materials as Bupa may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.
- 3.3 If Bupa's performance of any of its obligations under this Provisions is prevented or delayed by any act or omission by the Member or failure by the Member to perform any relevant obligation ("Member Default"):
  - (a) Bupa shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Member remedies the Member Default, and rely on the Member Default to relieve it from the performance of any of its obligations to the extent the Member Default prevents or delays Bupa's performance of any of its obligations; and
  - (b) Bupa shall not be liable for any costs or losses sustained or incurred by the Member arising directly or indirectly from Bupa's failure or delay to perform any of its obligations as set out in this Provisions.

### **4. Territorial Limit**

The Services set out in Section 2.8 of this Provisions shall be available within and outside the Member's Place of Residence. The Services set out in Sections 2.2 to 2.7 and Section 2.9 to 2.10 of this Provisions shall be available in Hong Kong only.

### **5. Liability of Bupa**

- 5.1 The Registered Medical Practitioners, Hospitals, clinics, travel agencies, transportation service providers and any kind of professionals and service providers to whom the Member may be referred by the Service Team are independent contractors who are responsible for their own acts and are not employees, agents or servants of Bupa. Bupa shall exercise reasonable care and diligence in selecting those professionals and service providers who are certified by the local authority with appropriate qualifications but Bupa shall not be liable for any diagnosis or treatment or other acts or omissions performed by these Healthcare Service Providers and shall not be liable for any acts or omissions performed by other service providers.
- 5.2 The Service Team's ability and effectiveness to provide the Services under this Provisions is necessarily dependent upon the Member's willingness to disclose their medical records and provide a full description of any Health Problems that they have. Neither Bupa nor the Service Team guarantees access to any Healthcare Service Providers.
- 5.3 To the extent permissible by any applicable law, Bupa shall under no circumstances whatsoever be liable to the Member, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of income or profit, or any indirect or consequential loss arising under or in connection with this Provisions.
- 5.4 Subject to Section 5.5 below, Bupa's aggregate liability to the Member in respect of all other losses arising under or in connection with this Provisions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate amount of Subscription collected from the Member under the Scheme.
- 5.5 Nothing in this Section 5 shall limit or exclude Bupa's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or fraud.

### **6. General Exclusions**

Apart from the general exclusions set out under the Contract of the Scheme, the Services under this Provisions shall not include the provision of -

- 6.1 health insurance;
- 6.2 medical advice except those described in Section 2.6 of this Provisions provided by a third party service provider;
- 6.3 medical consultations except those described in Section 2.6 of this Provisions provided by a third party service provider;
- 6.4 prescriptions;
- 6.5 diagnosis and treatment plan except those described in Section 2.6 of this Provisions provided by a third party service provider;
- 6.6 healthcare decisions;
- 6.7 medical service in any part of the treatment process;
- 6.8 non-healthcare related services except those described in Section 2.8 of this Provisions;
- 6.8 home and unscheduled visits; or
- 6.9 advice on experimental and alternative treatments.

### **7. Force Majeure**

Bupa shall not be held responsible for delays or failures in providing the Services 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 the Service Team from providing the Services.

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