

# NCB Hospital Income Care Plan

The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

## How this Insurance Operates

Your NCB Hospital Income Care Plan policy is a contract between You and the Company. The proposal (application) form, declaration and any information given are the basis of this contract.

In consideration of You paying to the Company the required premium, the Company agrees to pay the Insured Person benefits in the manner and to the extent described in the Policy and in the Schedule, if the Insured Person is Confined in a Hospital during the Period of Insurance, or any subsequent period for which the Policy is renewed and the appropriate premium paid, for Treatment of Sickness or Bodily Injury.

If the Insured Person is under the age of 18 at the time of Confinement, the benefit amount will be half of the limit as described in the Schedule.

## Summary of Benefits

### 1. Daily Cash Benefit

The Company will pay You the Daily Cash Benefit as specified in the Schedule for each full day the Insured Person is Confined in a Hospital during the Period of Insurance for the Treatment of the Sickness or Bodily Injury on the recommendation of a Physician.

The maximum period the Company will pay for any one Disability is 750 days anywhere in the world except in China where the maximum period is 30 days.

### 2. Double Benefit

The Daily Cash Benefit will be doubled up to a period of 100 days (30 days in China) in case the Insured Person is :-

- 1) Confined in the Intensive Care Unit of the Hospital;
- 2) Confined for Major Organ Transplant;
- 3) Confined for Major Burn;
- 4) Confined for Infectious Disease.

### 3. Triple Benefit

The Daily Cash Benefit will be tripled up to a period of 100 days (30 days in China) in case the Insured Person is Confined for Public Transport Accident.

### 4. Surgical Expenses Benefit

The Company will pay You the necessary and reasonable Surgical Expenses actually incurred up to the maximum amount per year of Surgical Expenses Benefit as specified in Table of Benefits if the Insured Person has undergone surgical operation during the Period of Insurance.

### 5. Accidental Medical Expenses Benefit

The Company will pay You the Accidental Medical Expenses Benefit as specified in Table of Benefits for outpatient medical treatment expenses incurred within twelve (12) consecutive months of the happening of Bodily Injury during the Period of Insurance, provided that all such fees or charges are necessarily and reasonably incurred for the following professional services and supported by receipts :

- 1) General or Specialist Outpatient Services  
Outpatient services provided by or on the order of a Registered Medical Practitioner.
- 2) Physiotherapist or Chiropractor Treatment  
Physiotherapist or chiropractor treatment provided by a Registered Physiotherapist or a Registered Chiropractor.
- 3) Bonesetter or Acupuncturist Treatment  
Bonesetter or acupuncturist treatment performed by a Registered Chinese Medicine Practitioner.

Satisfactory Proof of Claim must be submitted in all cases, and the Company may appoint independent administrators to settle claims on its behalf.

No benefit shall be payable until the total amount of the payment shall have been ascertained and agreed unless otherwise agreed by the Company.

## Table of Benefits

Unless otherwise stated and subject to any sub-limit as stated in any section, the maximum indemnity in respect of the Insured Person is shown under the Table of Benefits below for the Period of Insurance.

| Section | Benefits                                   | Plan 1 (HKD) | Plan 2 (HKD) | Plan 3 (HKD) |
|---------|--|--------------|--------------|--------------|
| 1       | <b>Daily Cash Benefit</b>                  | 500          | 1,000        | 1,500        |
| 2       | <b>Double Benefit</b>                      | 1,000        | 2,000        | 3,000        |
| 3       | <b>Triple Benefit</b>                      | 1,500        | 3,000        | 4,500        |
| 4       | <b>Surgical Expenses Benefit</b>           |              |              |              |
|         | - In-patient                               | 10,000       | 20,000       | 30,000       |
|         | - Outpatient                               | 3,000        | 4,000        | 5,000        |
| 5       | <b>Accidental Medical Expenses Benefit</b> |              |              |              |
|         | - per year                                 | 2,500        | 5,000        | 7,500        |
|         | - per day                                  | 250          | 500          | 750          |

## No Claim Refund

In the event that no Disability occurs during thirty-six (36) consecutive months of the Period of Insurance which gives rise to or may give rise to a claim under this Policy, and there is no breach of policy terms and conditions, You shall enjoy a refund equivalent to 30% of the aggregate premium paid to the Company over these thirty-six (36) consecutive months of the Period of Insurance. This refund shall be paid to You within 120 days from the expiry date of the Period of Insurance.

No refund shall be made if the Policy is:

- 1) cancelled by You at any time during the Period of Insurance; or
- 2) terminated in accordance with General Condition 7 of the Policy.

## Definitions of Words

Certain words have been defined below. These have the same meaning wherever they are used in the Policy or the Schedule.

### Bodily Injury

Bodily injury suffered anywhere in the world caused solely and directly from accidental external violent and visible means, as evidenced by visible bruise or wound on body, and which are independently of any other cause and not by Sickness, disease or gradual physical or mental wear and tear.

### China

The People's Republic of China, but, for the purpose of this Policy, excluding Hong Kong, Taiwan and Macau.

### the Company

MSIG Insurance (Hong Kong) Limited.

### Confined / Confining / Confinement

Confinement in a Hospital for which the Hospital makes a charge for room & board (unless the charge is waived), and the Insured Person must be Confined for a continuous uninterrupted period of at least 24 hours upon the advice of and under the regular care and attendance of a Physician.

### Dependant

The spouse of the Insured Person and/or unmarried children who are dependent upon the Insured Person for support provided always that such children are aged not less than 15 days and not more than 18 years at the date of enrolment (extended to 23 years old if in full time formal education).

### Disability

Bodily Injury or Sickness includes all disabilities or complications arising from the same cause. Consecutive Confinements for the same cause will be counted as one Disability unless two consecutive Confinements are separated by 90 days and during that period the Insured Person is fully recovered from the Disability.

### Due Date

The date of commencement or renewal of cover as shown on the Schedule or the date on which any subsequent payment of premium falls due.

### Hospital

An institution which is legally licensed as a medical or surgical hospital in the country in which it is located to provide service primarily for reception, care and Treatment of injured or sick persons as in patients under the constant supervision of a Physician. These exclude nursing, rest homes or convalescent homes, institutions for Treatment of substance abuse, mental institutions or geriatric wards and places for drug addicts or alcoholics or for any similar purpose.

### Infectious Disease

Any of the infectious diseases listed below :

- |  |                         |
|--|-------------------------|
| 1) Severe Acute Respiratory Syndrome                         | 10) Tetanus             |
| 2) Dengue Fever  | 11) Anthrax             |
| 3) Japanese Encephalitis                                     | 12) Leprosy             |
| 4) Variant Creutzfeldt-Jakob Disease (Human Mad Cow Disease) | 13) Rabies (Human)      |
| 5) Legionnaires' Disease                                     | 14) Diphtheria          |
| 6) Amoebic Dysentery   | 15) Acute Poliomyelitis |
| 7) Cholera   | 16) Yellow Fever        |
| 8) Malaria   | 17) Plague              |
| 9) Measles   | 18) Scarlet Fever       |
|  | 19) H5N1 Avian Flu      |
|  | 20) COVID-19            |

### Insured Person

An individual or covered person named in the Schedule, for whom this insurance has been arranged and confirmed in writing by the Company.

### Intensive Care Unit

An accommodation or part of a Hospital, other than a post-operative recovery room, which in addition to providing room and board:

- 1) is established by the Hospital for a formal intensive care programme; and
- 2) is exclusively reserved for critically ill patients requiring constant audio-visual observation prescribed by a Physician and performed by a Physician or by a specially trained registered graduate nurse; and
- 3) provides all necessary life-saving equipment, drug and supplies in the immediate vicinity on a stand-by basis.

### Major Burn

Third degree burn covering at least 20% of the surface body area of the Insured Person.

### Major Organ Transplant

The actual undergoing, as a recipient, of a transplant of heart, liver, lung, pancreas, kidney or bone marrow.

### Period of Insurance

The period specified in the Schedule and any subsequent period for which the Company have agreed to accept and You have paid or agreed to pay the appropriate premium.

### Physician

A properly qualified medical practitioner licensed by the competent Medical Authorities of the country in which Treatment is provided, and who in rendering such Treatment is practising within the scope of his or her licensing and training.

### the Policy

NCB Hospital Income Care Plan.

### Pre-existing Conditions

Any injury, Sickness, condition or symptom:

- 1) for which Treatment, or medication, or advice, or diagnosis has been sought or received or was foreseeable prior to the commencement of the Policy for the Insured Person concerned, or
- 2) which originated or was known to exist by the Insured Person (or anyone insured under the Policy) prior to the commencement of the Policy whether or not Treatment or medication or advice or diagnosis was sought or received.

If benefit amount or coverage is increased after the inception date of Policy, a "Pre-existing Conditions" shall mean any injury, illness, condition or symptom for which the Insured Person has had or is receiving Treatment or sought medical advice, or of which signs or symptoms were presented and the Insured Person should have reasonably been aware of (or anyone insured under the Policy) prior to the upgrade date.

### Public Transport Accident

Bodily Injury arising from traffic accident while the Insured Person is traveling as a fare-paying passenger on board a public transport conveyance that is licensed to carry all persons indifferently and is not a contractor or private carrier. For the purpose of this Policy, public transport conveyance refers to multi-engined aircraft, bus, coach, train, ship, hovercraft, and ferry.

To be eligible for claiming triple Daily Cash Benefit,

- 1) the Insured Person must be transferred from the place of accident directly to Hospital for treatment, and
- 2) the public transport conveyance involved must have sustained damage, and
- 3) the Insured Person must be able to provide relevant Police Statement for evidence.

## Registered Chinese Medicine Practitioner

A Chinese medicine practitioner who is

- 1) duly registered with the Chinese Medical Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- 2) legally authorised for practising Chinese medicine in the locality where the treatment is provided to the Insured.

## Registered Chiropractor

A chiropractor who is

- 1) duly registered with the Chiropractors Council pursuant to the Chiropractors Registration Ordinance (Cap. 428) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- 2) legally authorised for practising chiropractic service in the locality where the treatment is provided to the Insured.

## Registered Medical Practitioner

A medical practitioner of Western Medicine, be he a General Practitioner, Specialist or Surgeon who is

- 1) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- 2) legally authorised for practising medical and surgical service in the locality where the treatment is provided to the Insured.

## Registered Physiotherapist

A physiotherapist who is

- 1) duly registered with the Supplementary Medical Professions Council of Hong Kong pursuant to the Supplementary Medical Professions Ordinance (Cap. 359) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and
- 2) legally authorised for practising physiotherapy in the locality where the treatment is provided to the Insured.

## Schedule

The Schedule attached to this Policy.

## Sickness

Physical illness or disease, marked by a pathological deviation from the normal healthy state.

## Treatment

A surgical or medical procedure, the sole purpose of which is the cure or relief of Sickness and Bodily Injury.

## You / the Insured

The policyholder of the insurance that is the first Insured Person named in the Schedule.

## General Conditions

It is an important part of our contract that You and the Insured Person observe the following General Conditions:

### 1. Right to Return Policy

In the event You are not satisfied with the Policy for any reason, it may be returned to the Company for cancellation within 14 days after your receipt of the Policy. Any premium paid by You will be refunded without interest. In such case, this Policy shall be deemed to have been void from the inception and the Company shall not be liable under this Policy for any Bodily Injury or Sickness You sustain.

### 2. Co-operation

As a condition precedent to the Company's liability You or your representatives shall co-operate fully with the Company and its medical advisers and will fully and faithfully disclose all material facts and matters which You and the Insured Person know or ought to know and will upon request execute any document to empower the Company to obtain relevant information, at your expense, from any doctor or Hospital or other source.

### 3. Reasonable Precautions and Material Changes

The Insured Person shall take all reasonable precautions to prevent and minimise any accident, injury or death and the Company must be informed immediately in writing of any material information or change of circumstances whether relating to job occupation, sporting activity or otherwise which may increase the possibility or likely quantum of a claim under the Policy. The Company reserves the right to continue cover on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue cover under the Policy.

### 4. Premium

- 1) Premiums are due on the Due Dates as defined in the Policy. The initial premium is due on the inception date as shown in the Schedule. Subsequent premiums will be due on the corresponding dates in such subsequent month or year as indicated in the Schedule. The "Premiums" means the initial and subsequent premiums.
- 2) Premiums must be paid annually, or monthly by a direct debit instruction, as indicated in the Schedule.
- 3) Premium once paid will not be refundable except due to reasons stipulated in the General Conditions 1 and 8.
- 4) 30 days grace period is allowed for payment of each Premium after the first. If any Premium is not paid on the Due Date or within the 30 days grace period allowed, the Policy will be terminated and all Benefits will cease. Any subsequent reinstatement of cover after such termination will be at the Company's discretion and will be subject to satisfactory evidence of insurability together with payment of all overdue Premiums and any relevant charges.
- 5) Premium rates are not guaranteed and may be adjusted by the Company at any annual Due Date for all Insured Persons on an overall portfolio experience basis. Premium will also increase when Insured Person(s) entering a higher premium rating age band or in respect of a material change in risk (other than change in health conditions) or in respect of any general rate increases affecting all policyholders reflecting the Company's actual or anticipated results in this class of business upon the next Period of Insurance.

### 5. Commencement and Renewal

- 1) The Period of Insurance is stated in the Schedule. The required premium must be paid to the Company before the insurance is in force.
- 2) The Policy may be renewed from year to year thereafter at the option of the Company and You subject to the terms, conditions and premium rates then generally in force at the annual Due Date. The Policy is terminated in the event of non-payment of premiums.
- 3) Renewal terms, conditions and premium rates are not guaranteed and may be adjusted by the Company periodically for all Insured Persons or classes of Insured Persons on an overall portfolio experience basis. Premium will increase upon entering each higher premium rating age band. In the event of the entire product being withdrawn by the Company due to adverse experience or for any other reason, Insured Persons so affected will be offered participation in any replacement product, if any, on the terms, conditions and premium rates then prevailing.
- 4) In the event that cover is increased or varied at the request of You with effect from any Due Date, such increased or varied cover shall not apply to any injury, Sickness, symptom or condition then known to exist by the Insured Person or for which Treatment or medication was then foreseeable unless such material facts are fully disclosed to and accepted by the Company in writing prior to the date of any such increase or variance.

## 6. Cancellation

### 1) By You

You may cancel the Policy at any time by giving Us a written notice and the cancellation will be effective on the next Due Date after our receipt and acceptance of such written notice; however, the cancellation shall be deemed to have been effective from the inception date if You have never paid any premium to Us at the time of your cancellation notice; or

### 2) By the Company

We may cancel the Policy by sending 30 days' notice to You at your last known address. Such cancellation shall be without prejudice to any claim occurring prior thereto.

## 7. Termination of Insurance

### 1) This Policy shall terminate on the earliest of the following:-

a) When any or any part of the premium pertaining to this Policy is not paid when due. However, 30 days grace period is allowed for payment of each Premium after the first. Should a covered claim arise during this period, the unpaid premium will be deducted from any Benefits payable.

b) On the next Due Date when You attain the age of 69 years.

c) When You die.

### 2) The insurance under this Policy in respect of any particular Insured Person shall terminate on the earliest of the following:-

a) In case of your Spouse when he/she attains the age of 69 years.

b) Upon such Insured Person's engaging in any employment, occupation or business that is excluded by General Exclusions 15 of this Policy.

c) Upon the termination of this Policy under the provision of the General Condition 7. 1).

d) When he/she dies.

## 8. Duplicate Policy

An Insured Person should not be covered under more than one NCB Hospital Income Care Plan policy issued by the Company. In the event that an Insured Person is covered under more than one such Policy, We will consider that such Insured Person to be covered only under the Policy, which provides the greatest amount of the Benefit. The Company shall only return any premium received under such other policies and shall be under no further liability whatsoever in respect thereof.

## 9. Eligibility

Unless agreed otherwise in writing by the Company:

- 1) Eligibility is restricted to Hong Kong Residents and their Dependants who hold Hong Kong Identity Card.
- 2) Applicants must be between age 18 and 59 on the Effective Date of the Policy. Dependants are eligible for insurance.
- 3) Newly born children shall be eligible for insurance 15 days after birth and in a normal healthy condition.
- 4) Cover shall cease at the first Due Date following the 69<sup>th</sup> birthday of the Insured Person.
- 5) Applicants who are not eligible may not be enrolled in the Policy, and no cover is in force until confirmed by the issue of a Schedule by the Company.

## 10. Alteration

- 1) Notwithstanding anything in the Policy, the Company reserves the right to alter the Policy as the Company reasonably considers appropriate if the Policy or the Company is affected by a change in legislation or taxation, or any judicial decision. The Company will give the Insured written notice of any such alteration.
- 2) If the date of birth of the Insured Person(s) has been incorrectly stated, the benefits will be amended by the Company having regard to the true date of birth. If the true date of birth is such that, had it been known to the Company at the time the Policy was proposed for, the Company would not have issued the Policy, then the Company may cancel the Policy and no benefits will be payable.
- 3) Any other misrepresentation of or failure to disclose material facts in any document signed by the Insured or Insured Person, will entitle the Company to alter, amend or cancel the Policy having regard to the true facts. A material fact is any information which could influence the Company in its assessment of the proposal.

## 11. In the Event of Fraud

If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by You or the Insured Person or any Dependand or anyone acting on their behalf to obtain benefit hereunder, then the Policy shall be cancelled immediately and all benefit and premium forfeited.

## 12. Governing Law

The Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

## 13. Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance

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

## Claims Conditions

The validity of insurance cover and the payment of claims are dependent on:

### 1. Proof of Claim

Original documentation and receipts together with a fully completed Claim Form signed by the treating Physician must be submitted to the Company within 30 days after discharge from Hospital. Please send the Claim Form and all supporting documents to:

Claims Division  
MSIG Insurance (Hong Kong) Limited  
9/F Cityplaza One  
1111 King's Road  
Taikoo Shing, Hong Kong

All certificates, information and evidence must be provided at the expense of claimant in the form and nature required by the Company.

The Insured Person may have to undergo further medical examination required by the Company at the expense of the Company.

In the event of death of the Insured Person, the Company shall require sight of the death certificate and may require a post-mortem examination at our expense.

The Insured Person or anyone acting on behalf of the Insured Person must not make any fraudulent, false or exaggerated claims, otherwise the Company shall be under no obligation to make any payment under this Policy.

If on the balance of medical fact or probability it is appropriate for the Company to decline a claim by virtue of the Pre-existing Conditions exclusion, the Insured Person shall have the right and obligation to produce such medical evidence as the Company may reasonably require to enable it to reconsider a claim under the Policy.

## 2. Examinations

The Company shall have the right and opportunity through its medical representatives to examine the Insured Person whenever and as often as it may reasonably require within the duration of any claim. In addition, the Company shall have the right to require a post mortem examination, where this is not forbidden by law.

## 3. Legal Proceedings

No action in law or equity shall be brought to recover under the Policy until after the expiration of 60 days from the date Proof of Claim has been furnished in accordance with the Policy conditions. The parties have agreed that the Law of the Hong Kong Special Administrative Region shall govern and control in the event of any conflict or dispute between the parties with regard to the Policy, and that the parties submit themselves to the exclusive venue and jurisdiction of the Courts of the Hong Kong Special Administrative Region for the resolution of any such conflict or dispute.

## 4. Arbitration

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 341) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## General Exclusions

The following items, conditions, activities and their consequences are excluded from the Policy and the Company shall not be liable for:

1. Pre-existing Conditions except those which have been fully disclosed to and accepted by the Company prior to the inception of the Policy.
2. Confinement or Treatment for Sickness contracted or commencing within 30 days from the commencement of Policy.
3. Confinement or Treatment for Sickness contracted or commencing within 6 months from the commencement of Policy for the following Disabilities :
  - 1) Tuberculosis
  - 2) Anal fistulae
  - 3) Gall stones
  - 4) Stones of kidney, urethra or urinary bladder
  - 5) Hypertension or cardiovascular disease
  - 6) Gastric or duodenal ulcer
  - 7) Diabetes mellitus
  - 8) Tumours or malignancies
  - 9) Haemorrhoids
  - 10) Disorders of tonsils requiring tonsillectomy
  - 11) Disorders of nasal septum, sinus or turbinates
  - 12) Hyperthyroidism
  - 13) Cataracts
  - 14) Prolapsed intervertebral disc or disc degeneration

4. Routine medical examinations or check-ups, routine eye or ear examinations, vaccinations, medical certificates, examinations for employment or travel, and fitting of spectacles, contact lenses or hearing aids.
5. Treatment related to cosmetic surgery and beautification; and all dental Treatment or oral surgery related to teeth, except in the event of accidental injury to sound and natural teeth.
6. Rest cures and services or Treatment in any home, spa, hydro-clinic, sanatorium or long term care facility that is not a Hospital as defined.
7. Tests or Treatment related to pregnancy or childbirth, and its complications, and infertility, contraception, sterilisation, impotence, sexual dysfunction, birth defects, congenital Sicknesses, hereditary conditions or any abortion performed due to psychological or social reasons and consequences thereof.
8. Confinement as the donor of organ or tissue transplant.
9. Treatment of mental illness, psychiatric disorder, self-inflicted injury, suicide, abuse of alcohol, drug addiction or abuse, obesity, weight reduction or gain, sexually transmitted diseases and any treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases.
10. Second opinions in respect of medical conditions which have already been diagnosed and/or treated at the date such second opinions are obtained unless considered by the Company's medical advisers to be reasonable and necessary having regard to the medical facts and circumstances.
11. Treatment resulting from participation in any illegal act including resultant imprisonment.
12. Hospital in-patient Treatment for conditions which can be properly treated as an outpatient and Confinement primarily for diagnostic scanning, X-ray examinations or physiotherapy Treatment.
13. Flying or traveling in an aircraft other than as a fare-paying passenger with a licensed carrier on a scheduled domestic or international route or on a duly licensed charter service.
14. Rock climbing, mountaineering, pot-holing, skydiving, parachuting, hang-gliding, para-sailing, ballooning, all diving unless the person concerned has been duly qualified and certified as a diver by an internationally recognised diving organisation or unless such person is at the time of the happening of the event giving rise to a claim actually receiving diving instruction from a duly qualified and certified diving instructor, racing of any kind other than on foot and all professional or inherently dangerous sports unless declared to and accepted by the Company in writing prior to the event giving rise to a claim.
15. The Insured Person at any time during the existence of this Policy involved in any of the following occupations:
  - 1) Actors, entertainers or stunt persons
  - 2) Air crew
  - 3) Casinos' or other gambling establishments' staff
  - 4) Nightclubs', saunas' or massage parlours' staff
  - 5) Police or armed forces personnel
  - 6) Construction or interior decoration worker
16. Disability directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - 3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - 4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  - 5) any chemical, biological, bio-chemical, or electromagnetic weapon.

17. Disability directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- 1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - 2) any act of terrorism including but not limited to
    - a) the use or threat of force, violence and/or
    - b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,  
by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
  - 3) any action taken in controlling, preventing, suppressing or in any way relating to 1) or 2) above.

**Sanction Limitation and Exclusion Clause**

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America and/or any other applicable national economic or trade sanction law or regulations.

If the Company allege that by reason of these General Exclusions any claim is not covered by this Policy, then the burden of proving that the claim is covered shall be upon the Insured Person.

# 「NCB 住院現金保障計劃」

《本中文譯本旨在協助你閱讀有關保險單的內容，本中文譯本並不是亦不應被視為有關保險單之一部份或在闡釋保險單內任何條文時有任何影響。保單條文一切以英文版為準。》

「本保單」及「承保表」應視為一完整之合約，如「本保單」或「承保表」內任何部份出現有特定含意的字句，則該字句無論出現於「本保單」或「承保表」之上時均具有相同之特定含意。

## 本保單的運作

「NCB 住院現金保障計劃」乃「閣下」與「本公司」之間的合約。本保險合約以「閣下」提供的投保書、聲明及資料為依據。

倘「閣下」已悉數繳付或同意繳付「本保單」應付之保費，當「受保人」於「保險期」或隨後已續保並已悉數繳付應付之保費的續保期限內因「疾病」或「身體損傷」入住醫院接受「治療」，「本公司」會按照「本保單」及「承保表」所示作出賠償。

如「受保人」入住醫院時未足 18 歲，賠償額將按「承保表」所示減半。

## 保障範圍

### 1. 每日現金保障

當「受保人」於「保險期」內因「疾病」或「身體損傷」由「醫生」建議「入住醫院」接受「治療」，「本公司」會按照「承保表」所示，就「受保人」每一整天的「住院」，向「閣下」支付每日現金保障賠償。

每一宗「傷病」於世界各地的最長賠償期限為 750 日，惟在「中國」境內「住院」，則最長賠償期限為 30 日。

### 2. 雙倍現金保障

如「受保人」在下列情況「住院」，首 100 日(如在「中國」境內則為首 30 日)的「每日現金保障」賠償金額將提升至雙倍：

- 1) 在「醫院」的「深切治療部」「住院」
- 2) 因「主要器官移植」「住院」
- 3) 因「嚴重燒傷」「住院」
- 4) 因「傳染病」「住院」

### 3. 三倍現金保障

如「受保人」因「公共交通意外」「住院」，首 100 日(如在「中國」境內則為首 30 日)的「每日現金保障」賠償金額將提升至三倍。

### 4. 手術費用保障

如「受保人」在「保險期」內接受外科手術，「本公司」會按照「保障限額表」訂明的每年「手術費用保障」限額，向「閣下」支付必須且合理之外科手術費用實際支出。

### 5. 意外醫療費用保障

「本公司」會按照「保障限額表」所示，向「閣下」支付「意外醫療費用保障」，賠償「受保人」於「保險期」內因「身體損傷」後連續 12 個月內引致以下專業服務的門診治療費用：

#### 1) 普通科及專科門診服務

由註冊醫生提供或囑咐之門診服務。

#### 2) 物理治療及脊醫治療

由註冊物理治療師或註冊脊醫提供之物理治療或脊醫治療。

#### 3) 跌打及針灸治療

由註冊中醫提供之跌打或針灸治療。

所有此等門診治療費用必須為合理及必需，並提交收據以作證明。

一切索償必須提交滿意的索償證明，「本公司」可能會委託獨立索償調查人員代為處理賠償事宜。

除「本公司」另行同意外，「本公司」將待至保障金額確定及協定後，方會支付整筆賠償金額。

## 保障限額表

除非另有說明，「受保人」於「保險期」內的最高賠償額將根據以下「保障限額表」所示，並必須依照保單條款中規定的次限額所限制。

| 範圍 | 保障          | 計劃 1<br>(港幣) | 計劃 2<br>(港幣) | 計劃 3<br>(港幣) |
|----|-------------|--------------|--------------|--------------|
| 1  | 每日現金保障      | 500          | 1,000        | 1,500        |
| 2  | 雙倍現金保障 (每日) | 1,000        | 2,000        | 3,000        |
| 3  | 三倍現金保障 (每日) | 1,500        | 3,000        | 4,500        |
| 4  | 手術費用保障 (每年) |              |              |              |
|    | - 住院        | 10,000       | 20,000       | 30,000       |
|    | - 門診        | 3,000        | 4,000        | 5,000        |
| 5  | 意外醫療費用保障    |              |              |              |
|    | - 每年        | 2,500        | 5,000        | 7,500        |
|    | - 每日        | 250          | 500          | 750          |

## 無索償保費回贈

如「受保人」在「保險期」內連續三十六 (36) 個月並無任何「傷病」引致或可能引致向「本保單」索償，並且沒有違反保單條款，「受保人」可獲得相當於此三十六 (36) 個月已繳保費總額的 30% 回贈。此回贈將於「保險期」到期日 120 日內支付給「閣下」。

惟在下列情況，保費將不予回贈：

- 1) 「閣下」在「保險期」內取消「本保單」；或
- 2) 根據「本保單」「一般條款」第 7 項所示，「本保單」的保障已經終止。

## 詞彙解釋

部分詞彙釋義如下。「本保單」之詞彙，無論用於「本保單」或「承保表」均含相同釋義。

### 「身體損傷」

指「受保人」於世界各地純粹因意外、外來、暴力及可見因素，並有可見的挫傷或傷痕以茲証明，而非任何其他原因或任何「疾病」、病症、身體機能逐漸退化或精神損耗引致的身體損傷。

### 「中國」

指中華人民共和國，但根據本保險單之釋義並不包括香港、台灣及澳門。

### 「本公司」

指三井住友海上火災保險(香港)有限公司。

### 「入住醫院」/「住院」

指遵照「醫生」囑付入住醫院持續 24 小時或以上，並需繳付病房及膳食費用（除非獲豁免房租），期間一直接受「醫生」的護理。

### 「家屬」

指「受保人」的配偶及/或需「受保人」供養的未婚子女，惟子女於投保當日的年齡必須滿 15 日及不超過 18 歲(如正接受全日制教育，則年齡上限為 23 歲)。

### 「傷病」

指「身體損傷」或「疾病」，包括因同一原因導致的所有「傷病」及併發症。因同一原因連續「住院」將視為同一宗「傷病」，除非兩次「住院」分隔 90 日而在此段期間「受保人」已完全康復。

### 「到期日」

指「承保表」內列明的保障開始或續訂日期，或嗣後任何保費繳交「到期日」。

### 「醫院」

指所有合法設立並按照當地法律營運，主要服務包括接收病人、向傷病者提供住院護理及治療服務，並常駐一名「醫生」監督運作的機構，但並不包括護理醫院、療養院或復康中心、治療濫用藥物的醫院、精神病醫院或老人病房，以及戒毒與戒酒中心或任何類似的機構。

### 「傳染病」

指下列任何一種傳染病：

- |                     |                |
|---------------------|----------------|
| 1) 嚴重急性呼吸系統綜合症      | 11) 炭疽病        |
| 2) 登革熱              | 12) 麻瘋         |
| 3) 日本腦炎             | 13) 狂犬病        |
| 4) 非典型克雅二氏症 (人類瘋牛病) | 14) 白喉         |
| 5) 退伍軍人病            | 15) 急性脊髓灰質炎    |
| 6) 阿米巴痢疾            | 16) 黃熱病        |
| 7) 霍亂               | 17) 鼠疫         |
| 8) 瘧疾               | 18) 猩紅熱        |
| 9) 麻疹               | 19) H5N1 禽流感   |
| 10) 破傷風             | 20) 2019 冠狀病毒病 |

### 「受保人」

指「承保表」上記名而「本公司」已發出書面通知確認保障開始生效之人士。

### 「深切治療部」

指除手術後之復甦室以外，提供住宿並符合以下條件之「醫院」居停或範圍：-

- 1) 乃「醫院」為正式深切治療服務而設立；
- 2) 特供病況嚴重之病人專用，以接受由「醫生」指定及由「醫生」或經過特別訓練之合格註冊護士執行持續的視聽觀察；及
- 3) 以備用形式於最鄰近地點提供必須之救生器材、藥物及供應品。

### 「嚴重燒傷」

指「受保人」身體表面最少百分之二十遭受第三級燒傷。

### 「主要器官移植」

指身為接受移植者，實際進行心臟、肝臟、肺、胰臟、腎臟或骨髓移植的手術。

### 「保險期」

指「承保表」內指定的期限與及隨後「閣下」已繳付或願意繳付保費，而「本公司」亦願意接受該等保費的投保期限。

### 「醫生」

指在執業當地的政府醫療當局發牌在該地提供醫療服務，並根據其執業牌照規定及醫學訓練提供服務的合格「醫生」。

### 「本保單」

指「NCB 住院現金保障計劃」。

### 「之前已存在之傷病」

指以下「身體損傷」、「疾病」、病症或病癥：

- 1) 有關「受保人」在「本保單」開始生效前經已可以預料、已接受「治療」、服藥、就醫或尋求診斷者；或
- 2) 「受保人」(或「本保單」承保的任何人士)在「本保單」開始生效前已起始或已知者，不論「受保人」是否已接受「治療」、服藥、就醫或尋求診斷亦然。

如「本保單」之保障金額或範圍於開始生效後提高，「之前已存在之傷病」則指「受保人」於保障金額或範圍提升日之前已患有、正接受「治療」、已就醫、已發病或「受保人」已知的身體損傷、疾病、病症或病癥。

### 「公共交通意外」

指「受保人」以付費乘客身份乘坐領有牌照運輸公眾而非承包或供私人使用的公共交通工具時因交通意外招致「身體損傷」。根據「本保單」的釋義，公共交通工具指多引擎飛機、巴士、旅遊車、火車、船、氣墊船及渡輪。

索償每日「三倍現金保障」：-

- 1) 「受保人」必須直接由交通意外事發現場被送往醫院救治；
- 2) 肇事公共交通工具必須有遭受損毀；
- 3) 「受保人」必須可提供有關之警方證明文件。



## 「註冊中醫」

指任何：

- 1) 根據《中醫藥條例》（香港法例第 549 章）於香港中醫藥管理委員會妥善註冊或如涉及香港以外地區，於當地擁有同等地位的機構註冊；及
- 2) 在「受保人」接受治療當地獲合法授權提供中醫治療的人士。

## 「註冊脊醫」

指任何：

- 1) 根據《脊醫註冊條例》（香港法例第 428 章）於脊醫管理局妥善註冊或如涉及香港以外地區，於當地擁有同等地位的機構註冊；及
- 2) 在「受保人」接受治療當地獲合法授權提供脊椎治療的人士。

## 「註冊醫生」

指任何：

- 1) 根據《醫生註冊條例》（香港法例第 161 章）於香港醫務委員會妥善註冊或如涉及香港以外地區，於當地擁有同等地位的機構註冊；及
- 2) 在受保人接受治療當地獲合法授權從事西方醫學的內科及／或外科診療的人士。

## 「註冊物理治療師」

指任何：

- 1) 根據《輔助醫療業條例》（香港法例第 359 章）於輔助醫療業管理局妥善註冊或如涉及香港以外地區，於當地擁有同等地位的機構註冊；及
- 2) 在受保人接受治療當地獲合法授權提供物理治療服務的人士。

## 「承保表」

指「本保單」夾附的「承保表」。

## 「疾病」

指異於正常健康狀態的病態生理狀況。

## 「治療」

指唯一目的在「治療」或緩和「身體損傷」之外科或內科療程。

## 「閣下」

指保單持有人，亦即列於「承保表」內的首位「受保人」。

# 一般條款

此乃本合約的重要部分，「閣下」及「受保人」必須遵從下列之一般條款規定：

## 1. 退回保單權利

假如「閣下」因任何理由不滿意「本保單」，可在收到「本保單」後 14 日內把保單退回「本公司」取消，「閣下」所繳交的保費將不計利息全數歸還。如「閣下」退回「本保單」，「本保單」將視為從開始便失效，「本公司」亦無須就「受保人」「身體損傷」或「疾病」承擔賠償責任。

## 2. 合作

「本公司」承保的先決條件乃「閣下」或「閣下」的代表與「本公司」及其醫學顧問全面合作，並且全面及忠實地披露「閣下」及「受保人」知悉或應知的一切重要事實及事宜，在「本公司」有需要時，提供適當文件以授權「本公司」向任何「醫生」、「醫院」或其他來源獲取相關的資料，而有關的開支由「閣下」承擔。

## 3. 合理預防措施及重要改變

「受保人」應採取所有合理預防措施，以防止及盡量避免發生任何意外、損傷或死亡事件。如「受保人」的工作、職業、體育活動或其他事宜的相關重要資料或情況有任何改變，以致索償的可能性提高，則必須立即以書面通知「本公司」。如「受保人」的重要資料或情況轉變，「本公司」保留權利制訂其認為適當的條款與規章方繼續承保，又或拒絕繼續承保「本保單」。

## 4. 保費

- 1) 保費於「本保單」的「到期日」當天到期。首次保費於「承保表」列明的保單生效日到期繳付，此後的保費將於「承保表」註明的往後月份有關日期繳付。保費泛指首次及其後之保費。
- 2) 保費將透過「承保表」列明之戶口每月或每年直接扣除。
- 3) 除在一般條款第 1 或第 8 項所列明的情況下，已收保費概不退還。
- 4) 「閣下」在首次支付保費後，於其後「到期日」均可獲 30 日寬限期。如「閣下」在「到期日」及於 30 日寬限期後仍未繳付保費，「本保單」即會被取消，所有保障亦會終止。「本保單」一經取消，如「閣下」申請保單重訂，「本公司」可行使酌情權接受或拒絕重訂，「閣下」並需提供足夠可保證據，證明其符合受保資格，以及繳清所有欠付保費及任何其他應付款項。
- 5) 保費金額可能增加或改變。「本公司」將會根據「受保人」年屆較高保費的年齡組別、重要事實風險（不包括健康情況之改變）或根據實際或預計的有關業務業績，於任何一年的「到期日」全面性提高或調整所有「受保人」的保費金額。

## 5. 保單開始生效及續保

- 1) 「承保表」已清楚列明「保險期」。「閣下」必須在保險生效前繳付指定的保費。
- 2) 「保險期」屆滿以後，「本公司」及「閣下」均可選擇續保與否，但仍需遵從於每年「到期日」生效之條款及保費金額。如未能如期繳付保費，「本保單」將會失效。
- 3) 「本公司」不會保證續保的條款及保費金額不變，並會根據整體組合定期調整所有「受保人」或各類「受保人」的續訂條款及保費金額。如「受保人」踏入較高保費金額的年齡組別，保費會自動調整。如「本公司」基於不利因素或任何理由取消整項產品，受影響的「受保人」將會獲安排參與其他取替產品(如有者)，而條款及保費金額將依照當時情況而定。
- 4) 如「閣下」要在任何「到期日」增加或更改保險項目，除非「閣下」已以書面向「本公司」披露有關的重要事實，並於增加或更改前取得「本公司」書面同意，否則有關的增加或更改保障不會包括「受保人」已知的任何身體損傷、疾病、病癥或狀況，或「受保人」預知的「治療」或藥物療程。

## 6. 取消保單

### 1) 「閣下」取消保單

「閣下」可隨時向「本公司」發出書面通知取消保單，而保單取消生效日為「本公司」收妥及接受「閣下」的書面通知後下一個保費繳交「到期日」，可是倘若「閣下」在取消「本保單」時，從未繳付任何保費，「本保單」將視為於生效日當天取消。

### 2) 「本公司」取消保單

「本公司」可向「閣下」發出 30 日事前書面通知取消保單，通知書將寄至「閣下」最後為「本公司」知悉的地址，「本公司」取消保單並不會影響在此之前「閣下」提出的任何索償。

## 7. 終止保障

### 1) 保單在以下最早發生的情況下終止：

a) 任何有關保單保費在「到期日」未能悉數繳交。「閣下」在首次支付保費後，於其後「到期日」均可獲 30 日寬限期。如「閣下」在寬限期内提出索償，「本公司」將在應付的賠償金額扣除「閣下」尚未繳付的保費。

b) 在「閣下」已達 69 歲的下一個「到期日」。

c) 當「閣下」身故。

### 2) 個別「受保人」的保單保障在以下最早發生的情況下終止：

a) 當「閣下」的配偶已達 69 歲。

b) 「受保人」從事的行業、職業或經營的業務在保單內一般不承保事項 15 的不承保職業類別內。

c) 按照一般條款第 7.1) 項的條文終止保障。

d) 當「受保人」身故。

## 8. 雙重保單

「受保人」不得投保超過一份「本公司」簽發的「NCB 住院現金保障計劃」。倘若「受保人」投保超過一份「NCB 住院現金保障計劃」保單，「本公司」將視提供最高賠償額之保單為「受保人」的保單，「本公司」只會退回其他保單之已收訖保費，而毋須承擔任何責任。

## 9. 投保資格

除非「本公司」發出書面同意豁免，否則投保資格如下：

- 1) 合資格投保人士必須為香港居民，並持有有效之香港身份證。
- 2) 投保人於保單生效日年齡必須不少於 18 歲及不超過 59 歲，其「家屬」均符合投保資格。
- 3) 新生嬰兒在出生 15 日後在健康正常情況下皆符合投保資格。
- 4) 保障將於「受保人」69 歲生日後之「到期日」停止生效。
- 5) 「本保單」概不接受不符合資格的申請人投保。此外，未經「本公司」簽發「承保表」確認的保險概不生效。

## 10. 更改

- 1) 儘管「本保單」有所規定，如「本公司」或「本保單」因受法例、稅制或司法決定變更影響，「本公司」將按其認為恰當保留更改保單的權利，屆時「本公司」將以書面通知投保人有關的更改事宜。
- 2) 如誤報「受保人」出生日期，「本公司」將根據其後提報之正確出生日期修訂各項保障。如根據該「投保人」之正確出生日期，應不獲「本公司」簽發保單，則「本保單」會被取消而「本公司」亦毋須支付任何保障。
- 3) 「閣下」或「受保人」簽署之文件中有任何失實聲明或隱瞞任何重要事實，「本公司」有權根據該等重要事實更改，修訂或取消「本保單」。重要事實乃指足以影響「本公司」審批保險計劃書的任何資料。

## 11. 詐騙事件

如「閣下」或「受保人」或任何代表以任何偽造、詐騙或以詐騙方式或方法索償，「本公司」將即時取消「本保單」，並會沒收所有賠償及保費。

## 12. 管轄法律

「本保單」遵從香港特別行政區之專有司法管轄權，並按香港特別行政區法律詮釋。

## 13. 《合約（第三者權利）條例》之責任除外權

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

## 索償條款

「本保單」的生效及賠償必須遵從下列條款：

### 1. 索償證明文件

「閣下」或「受保人」必須在出院後 30 日內，將正本文件、收據連同已填妥並經主診「醫生」簽署的索償表格送達「本公司」：

**三井住友海上火災保險(香港)有限公司**

賠償部

香港太古城英皇道 1111 號

太古城中心第一期 9 樓

索償人須自費向「本公司」提供所有證書、資料及證據，形式則以「本公司」規定為準。

「本公司」或會要求「受保人」接受進一步的身體檢查，費用由「本公司」支付。

如「受保人」身故，「本公司」必須審閱有關之死亡証書，並可能要求驗屍，驗屍費用由「本公司」負責。

「受保人」或其代表不可作出任何詐騙性、虛假或誇大的索償，否則「本公司」毋須承擔「本保單」的賠償責任。

如「本公司」權衡醫療實況或各項可能性後，基於「之前已存在之傷病」為理由拒絕作出賠償，「受保人」有權責提交「本公司」合理要求的醫療證明，以便「本公司」重新考慮是否根據「本保單」作出賠償。

## 2. 身體檢查

「本公司」有權及可能透過醫學代表，在任何索償時期內按其認為合理的任何時間，為「受保人」進行身體檢查。此外，「本公司」亦有權在法律允許下要求驗屍。

## 3. 法律程序

投保人根據「本保單」條款出示索償證明後，必須待至滿 60 日，方可展開法律訴訟追討「本保單」的索償。立約雙方現同意，如雙方對「本保單」有任何爭論或爭議，一律受香港特別行政區法律監管，雙方並同意任何有關之爭論或爭議必須服從香港特別行政區法院的專審地及司法裁判權。

## 4. 仲裁

倘若「本公司」拒絕向「閣下」作出賠償或對賠償金額存在任何爭議（統稱為「爭議」），有關「爭議」均依據現行《仲裁條例》（第 341 章）裁決。如有關人士未能就選擇仲裁員達成協議，仲裁員人選事宜將轉介現行香港國際仲裁中心主席裁決。「本公司」特此聲明，「閣下」必須首先取得仲裁裁決，方可按「本保單」採取任何法律行動或提出訴訟。

若有關「爭議」未能於「本公司」拒絕賠償起 12 個月內按本仲裁條款提出仲裁，「閣下」會被視作完全放棄「閣下」的索償權，並不得在日後根據「本保單」重新提出索償。

## 一般不承保事項

「本保單」不承保以下事項、狀況、活動及其後果，亦不會承擔賠償責任：

1. 「之前已存在之傷病」，除非在簽訂「本保單」前已全面披露有關情況及獲得「本公司」接受，則屬例外。
2. 「本保單」生效後 30 日內感染或發病而引致的「住院」或「治療」。
3. 「本保單」生效後 6 個月內因下列「傷病」的感染或發病而引致的「住院」或「治療」：
  - 1) 肺結核
  - 2) 肛門瘻管
  - 3) 膽石
  - 4) 腎石、尿道結石或膀胱結石
  - 5) 高血壓或心血管病
  - 6) 胃或十二指腸潰瘍
  - 7) 糖尿病
  - 8) 腫瘤或癌症
  - 9) 痔瘡
  - 10) 扁桃腺切除手術
  - 11) 鼻中隔膜、鼻竇或鼻甲骨病變
  - 12) 甲狀腺機能亢進
  - 13) 白內障
  - 14) 椎間盆突出或退化
4. 定期身體檢驗或檢查、定期眼部或耳部檢查、防疫注射、醫療證明、入職或旅遊所需的身體檢查、佩戴眼鏡、隱形眼鏡或助聽器。
5. 與整容手術有關之「治療」；及所有牙科護理或與牙齒有關的口腔手術，除非因意外導致天生健全牙齒受傷。

6. 復康護理，以及任何在家居、水療中心、水療診所、療養院或長期護理設施環境等並非「本保單」釋定為「醫院」的地方所提供的服務或「治療」。
7. 妊娠或分娩，及有關之併發症。與不育、避孕、絕育、陽痿、性機能障礙、胎兒先天缺陷、先天「疾病」、遺傳狀況或任何基於心理或社會理由進行之墮胎手術有關之化驗或「治療」。
8. 作為人體器官或組織移植捐贈者的有關「住院」。
9. 精神病、精神錯亂、蓄意自傷身體、自殺、酗酒、吸毒或濫用藥品；有關癯肥、減肥或增肥的「治療」；性傳染疾病的「治療」及與愛滋病或任何與愛滋病病症或「疾病」有關的任何「治療」或化驗。
10. 就已獲得診斷及/或「治療」的「傷病」而在就醫當日向其他「醫生」徵取第二意見。但如「本公司」醫學顧問基於醫學事實或情況而視為合理及必需，則屬例外。
11. 參與任何非法行為(包括因此被監禁)所引致的「治療」。
12. 「住院」接受本可以門診方式治療之「傷病」及主要由於接受診斷掃描、X 光檢查或物理治療而「住院」。
13. 「受保人」乘搭飛機飛行(以付費乘客身份乘搭持牌航空公司的國內或國際班機，或乘搭領取適當牌照的包機則除外)。
14. 攀石、爬山、洞穴探索、特技跳傘、跳傘、空中滑翔、滑翔跳傘、乘熱氣球、所有潛水活動(有關人士已正式取得國際認可潛水機構頒發潛水員資格或證書、或該人士在索償事件發生時已取得合資格或執業潛水指導員提供潛水指導則例外)、競步以外的各類競賽，以及所有專業或本身潛在危險的運動。除非索償事件發生前已通知「本公司」，並已獲得「本公司」書面同意，則屬例外。
15. 「受保人」在保單生效期間，從事以下任何一種職業：
  - 1) 演員、娛樂事業表演者或特技人
  - 2) 空勤人員
  - 3) 賭場或其他賭博場所職員
  - 4) 夜總會、蒸氣浴室或按摩中心職員
  - 5) 警察或軍人
  - 6) 地盤或室內裝修工人
16. 因以下事故直接或間接導致或引致或與以下事故相關之死亡、傷殘、損失、損害、損毀、任何法律責任、費用或開支，不論此等情況乃同時或以任何其他次序由任何事故或事件所引致亦然：
  - 1) 任何核子燃料、核子廢料或核子燃料燃燒造成的電離子輻射或放射性污染；
  - 2) 任何核子裝置、反應器或其他核子機組或其核子元件之輻射性、毒性、爆炸性或其他危險性或污染物質；
  - 3) 任何應用原子或核子分裂，及/或核聚變或其他同類反應，或輻射性能量或物質之武器或裝置；
  - 4) 任何輻射物質造成之輻射性、毒性、爆炸性或其他危險或污染物質。當輻射同位素正在預備、預置、運載、儲存或使用於商業、農業、醫療、科技或其他類似的和平用途時，則本項之不承保範圍並不包括該等輻射同位素，惟核子燃料除外；
  - 5) 任何化學、生物、生化或電磁武器。

17. 因以下事故直接或間接導致或引致或與以下事故相關之死亡、傷殘、損失、損害、損毀、任何法律責任、費用或開支，不論此等情況乃同時或以任何其他次序由任何事故或事件所引致亦然：

- 1) 戰爭、侵略、外敵行動、敵對局面、交戰事件（不論正式宣戰與否）、內戰、叛亂、革命、反叛、叛亂升級或擴大至大規模叛變事件、軍事或篡權行動；或
- 2) 任何恐怖活動，包括但不限於任何人士（人等）或團體因政治、宗教、思想形態或類似目的透過以下方式，不論陳述與否，及／或令公眾或任何社會階層恐慌：
  - a) 使用或以武力、暴力威脅及／或
  - b) 人身或財產的傷害或損害（或受到此等傷害或損害威脅），包括但不限於核子輻射及／或化學污染及／或生物劑；或
- 3) 採取任何行動控制、阻止、壓制或以任何方式控制、阻止或壓制與上述第 1) 或第 2) 條有關之行動。

#### 制裁限制之不承保條款

如「本保單」所提供的保障或支付的任何賠款涉及聯合國決議的任何制裁、禁令或限制，或歐盟、英國或美國所作出的貿易或經濟制裁或法規及／或任何其他適用之國家經濟或貿易制裁或法規，「本公司」將視其為「本保單」的不承保事項，因而不會承擔支付任何索償或提供任何保障的責任。

倘「本公司」聲稱基於此等不承保條款，「本保單」並不承保任何損失、損害、費用或開支，「受保人」需自行承擔作出反證的責任。

# Appendix : Medical Worldwide Assistance Services Terms and Conditions

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Medical Worldwide Assistance Services are arranged through the Service Provider by MSIG Insurance (Hong Kong) Limited to assist the Insured Person in an Emergency during his/her journey.

## SECTION 1 - DEFINITIONS

### **Assistance Event :**

Shall mean any event or occurrence with respect to the Insured Person who is entitled to receive Assistance pursuant to these terms and conditions, occurring within the Territorial Limits set in Section 2 Item 2.2 and subject to Exclusions listed in Section 6.

### **Close Relative :**

Shall mean the Insured Person's spouse, parent(s), his/her child(ren), brother(s) or sister(s) excluding parent(s)-in-law, brother(s) / sister(s)-in-law.

### **the Company :**

Shall mean MSIG Insurance (Hong Kong) Limited.

### **Country of Residence :**

Shall mean Hong Kong unless otherwise specified in the Proposal Form of the Policy.

### **Emergency :**

Shall mean a serious medical situation or distress which could not be reasonably prevented and for which specific external help is required.

### **Illness :**

Shall mean any unforeseen sickness, illness or disease first manifested during the period of insurance covered by the Policy.

### **the Insured Person :**

Shall mean any person duly covered by the Policy.

### **the Policy :**

Shall mean any medical policy duly covered by the Company.

### **Serious Medical Condition :**

Shall mean a condition which in the opinion of the Service Provider constitutes a serious medical Emergency requiring urgent remedial treatment to avoid death or serious impairment to the Insured Person's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Insured Person's geographical location, the nature of the medical Emergency and the local availability of appropriate medical care or facility.

### **the Service Provider :**

Shall mean the provider for emergency assistance services appointed by the Company.

## SECTION 2 - DURATION OF COVER AND LIMITATIONS

### 2.1 DURATION OF COVER

The benefits mentioned in Section 3 are granted during the period of insurance of the Policy.

### 2.2 TERRITORIAL LIMITS

The benefits mentioned in Section 3 apply worldwide outside Country of Residence.

## SECTION 3 - EMERGENCY ASSISTANCE SERVICE AND BENEFITS

### 3.1 EMERGENCY MEDICAL ADVICE AND ASSISTANCE

In overseas emergencies, the Insured Person may telephone the 24-hour Emergency Assistance Centre for medical advice and evaluation from the attending co-ordinator doctor in order to locate suitable medical services anywhere in the world or to provide referral to medical practitioners, specialists or Hospitals for personal assessment and/or treatment as medically appropriate, it being understood and agreed that such telephone conversations cannot establish a diagnosis and shall be considered as an advice only. The Emergency Assistance Centre can facilitate necessary Hospital admissions overseas by confirming the extent of insurance cover, monitoring claims procedures and issuing appropriate guarantees in accordance with the Payment Guarantees condition.

### 3.2 Emergency Medical Evacuation Services

Subject to prior approval of the Company and a maximum limit of HK\$2,000,000 under this Section 3.2, cover applies while the Insured Person is located outside the Home Country but excluding war zones and countries where the prevailing political or civil conditions render evacuation impracticable.

Cover is defined as:

#### 3.2.1 Emergency Medical Evacuation

The medically necessary expense of air and/or surface transportation, communications and all usual ancillary charges incurred in moving an Insured Person with a Serious Medical Condition as defined to the nearest Hospital where appropriate medical care is available, and not necessarily to the Home Country. The Policy will not pay to evacuate an Insured Person from the Home Country to a foreign destination.

#### 3.2.2 Repatriation or Local Burial of Mortal Remains

The expense of preparation and air transportation of the mortal remains of an Insured Person from the place of death to the Home Country, or the preparation and local burial of the mortal remains of an Insured Person who dies outside the Home Country. Within the stipulated Policy limit for this benefit, cover includes the cost of a single, economy class airfare for one family member accompanying the body back to the Home Country.

#### 3.2.3 Additional Travel, Accommodation or Repatriation Expenses

The expense necessarily and unavoidably incurred in returning the Insured Person to the nearer of the Home Country or Usual Country of Residence following Emergency Medical Evacuation provided that such additional costs are medically necessary and approved in advance by the Company or its medical advisers. The Company will also pay reasonable transportation costs for one other person to travel or remain with the Insured Person during evacuation when this is considered necessary for medical reasons.

#### 3.2.4 Joining Relative

The expense, up to the cost of one economy class return airfare and all ancillary charges including accommodation, for a Close Relative to join an Insured Person who becomes seriously ill while travelling alone outside the Home Country or Usual Country of Residence and who has been or will be hospitalised with the Company's prior approval for a period in excess of 7 days.

#### 3.2.5 Return of Minor Children

The expense, up to the cost of economy class one way fares and usual ancillary charges, to return minor children to the Home Country or Usual Country of Residence if left unattended as a result of the accompanying adult Insured Person's Accident, Illness, death, hospitalisation or medical evacuation covered by the Policy.

#### 3.2.6 Dispatch of Medicines

The expense incurred by or on the order of the Company or its medical advisers to replace essential medical commodities for an Insured Person travelling outside the Home Country or Usual Country of Residence in circumstances where such commodities have been lost or stolen and no suitable replacements or substitutes are available locally.

The Company and its medical advisers reserve the absolute right to decide if the Insured Person's medical condition is sufficiently serious to warrant Emergency Medical Evacuation. The Company or its medical advisers shall also decide the place to which the Insured Person shall be evacuated and the means by which the evacuation should be carried out, having regard to all the assessed facts and circumstances of which the Company is aware at the relevant time.

The 24-hour Emergency Assistance Centre appointed by the Company must be contacted to obtain advance approval for any evacuation and to make the necessary transportation arrangements. Failure to do so will invalidate a claim for such costs.

### 3.3 International Travel Assistance Services

When the Insured Person is travelling or intends to travel outside the Home Country or Usual Country of Residence, the 24-hour Emergency Assistance Centre can provide the following administrative assistance and services:

- visa, immunisation, vaccination, special medication and weather information services prior to departure,
- retrieval and redirection of lost luggage,
- replacement and delivery of essential lost travel documents such as passport, travel tickets and credit cards,
- emergency message transmission and interpreting service,

it being understood and agreed that any third party fees or charges reasonably and properly incurred by the Company in the delivery of these services shall be borne entirely by the Insured Person.

## SECTION 4 - GENERAL OBLIGATIONS /PROCEDURES

### 4.1 REQUEST FOR ASSISTANCE

In case of an Emergency, and prior to taking personal action where reasonable, the Insured Person or his/her representative shall call the Service Provider's Alarm Centre whose contact number is listed below :

**HONG KONG : (852) 3122 6899**

and should be stated :

- his/her name, the Policy number, name of the insurance company and his/her I.D. Card or passport number, and
- the name of the place and the telephone number where the Service Provider can reach the Insured Person or his/her representative, and
- a brief description of the accident and the nature of help required.

The cost of long distance calls shall be borne by the Insured Person.

### 4.2 FAILURE TO NOTIFY THE SERVICE PROVIDER

In a life threatening situation, the Insured Person or his/her representative should always try to arrange for emergency transfer to a hospital near the place of occurrence through the most appropriate and immediate means and then call the Service Provider's Alarm Centre to provide the appropriate information as soon as possible.

In the event of repatriation, in order to facilitate prompt response, the Insured Person or his/her representative shall provide :

- the name, address and telephone number of the hospital or other medical facility where the Insured Person has been taken, and,
- the name, address and phone number of the attending physician and, if necessary, the Insured Person's family doctor.

The Service Provider's medical team or other representatives shall have free access to the Insured Person in order to assess the Insured Person's condition. Without reasonable justification for denial of such an access, the Insured Person will not be eligible for further medical assistance.

On a case per case basis, the medical team will decide whether repatriation is appropriate and will choose the date and means of such repatriation.

In the event of repatriation of the Insured Person by the Service Provider, the Insured Person shall deliver the unused portion of his ticket, or the value thereof, to the Company to offset the cost of such repatriation.

The Insured Person or any party will not be entitled to be reimbursed any expenses without obtaining a prior approval from the Company.

## SECTION 5 - OBLIGATIONS OF THE INSURED PERSON

### 5.1 MITIGATION

The Insured Person shall be obliged to use reasonable efforts to mitigate the effects of an Emergency.

### 5.2 COOPERATION WITH THE SERVICE PROVIDER

The Insured Person shall cooperate with the Service Provider to enable the Service Provider to get all documents and receipts from the relevant sources and assisting the Service Provider at his/her expenses in complying with necessary formalities.

### 5.3 LIMITATION ON CLAIMS

Any claim with respect to an Assistance Event or the right to any legal action or claim shall be forfeited unless such claim is filed within two years of the occurrence of such event.

### 5.4 SUBROGATION

In the event that the Company makes any payment in connection with the provision of assistance to the Insured Person, the Company shall be subrogated to the rights of such Insured Person to obtain payments from :

- Any third party found legally responsible for the assistance, up to the amount of such payment made by the Company, and
- Any other insurance or assistance plan which provides compensation to the Assistance Events.

## SECTION 6 - EXCLUSIONS

The provision of the benefits mentioned under Sections 3 is subject to General Exclusions of the Policy. For details, please refer to the Policy itself.

## SECTION 7 - JURISDICTION

The terms and conditions of Medical Worldwide Assistance Services are subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and are to be construed according to the laws of the Hong Kong Special Administrative Region.

### DISCLAIMER :

The Service Provider and the professionals to whom the Insured Persons are referred by the Service Provider are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of the Service Provider and these professionals such as, and not limited to, physicians, hospitals and clinics.

# 全球醫療緊急支援服務條款與規章

本中文譯本是旨在協助您閱讀此條款與規章之內容，並不應被視為在闡釋任何條文時有任何影響力。

全球醫療緊急支援服務乃三井住友海上火災保險（香港）有限公司透過「服務供應商」的救援中心提供的服務，以援助旅程中遭遇「緊急事故」的「受保人」。

## 第1節 - 詞彙解釋

### 「支援事件」

指有權根據此條款與規章使用支援服務的「會員」在第2節第2.2條訂明的「境內地區」遭遇的事件或事況，惟需遵從第6節所載的「不承保事項」。

### 「近親」

指受保人的配偶、父母、其子女、兄弟或姊妹，但並不包括岳丈、岳母、家翁、家姑、叔伯或姑嫂。

### 「本公司」

指三井住友海上火災保險（香港）有限公司。

### 「原居國家」

指香港，在「本保單」的投保書特別聲明者除外。

### 「緊急事故」

指不可合理預防而需要特別協助的嚴重傷病事故或危機。

### 「疾病」

指任何於「本保單」的保險期內首次發病的不可預見疾病、病症或病患。

### 「受保人」

指「本保單」所承保的任何人士。

### 「本保單」

指「本公司」所承保的任何醫療保單。

### 「嚴重傷病狀況」

指「服務供應商」認為足以構成嚴重傷病「緊急事故」的狀況而必須立刻拯救或治療，否則會導致「受保人」死亡或其即時或長遠健康狀況嚴重受損。傷病狀況的嚴重程度將根據「受保人」所在的地理位置、傷病「緊急事故」的性質及當地之適當醫護服務或設施的供應情況而釐定。

### 「服務供應商」

指「本公司」僱用的緊急支援「服務供應商」。

## 第2節 - 保險期限及限制

### 2.1 保險期限

第3節所述的各項保障均於「本保單」的保險期內生效。

### 2.2 境內地區

第3節所述的各項保障均在「受保人」「原居國家」以外的全球地區生效。

## 第3節 - 緊急支援服務及保障

### 3.1 醫海外緊急醫療諮詢及支援

在海外緊急情況下，「受保人」可致電24小時緊急支援中心，要求當值的醫生提供醫療諮詢及評估服務，以便在世界各地找到適當的醫療服務，或按醫療上的適當情況轉介「受保人」至當地或其他醫生、專科醫生或醫院作個人傷病情況評估及/或治療。惟立約雙方明白及同意有關之電話交談只屬指導，而並非正式診治。緊急支援中心可透過確定保險之保障範圍協助有需要的海外入院安排、監察索償程序及根據付款保證條款發出適當之保證。

### 3.2 緊急醫護運送服務

本項保障適用於「受保人」身處原居地以外地區的情況，惟倘若身處國家或地區正發生戰爭或民亂以致無法撤離「受保人」，則屬例外。使用緊急醫護運送服務前必須先取得「本公司」同意，並受本節第3.2條最高賠償額港幣2,000,000元之限定。

本項保障釋義如下：

#### 3.2.1 緊急醫護運送

醫療所需的航空及/或水陸交通、運送前及期間之醫療護理及通訊開支，以及運送患上「嚴重傷病狀況」之「受保人」至不一定為原居地及備有適當醫療護理之最就近醫院所招致之所有有關正常費用。「本保單」不會支付將「受保人」由原居地運送至海外地區之費用。

#### 3.2.2 將遺體運返原居地或在當地殮葬

將「受保人」遺體由死亡當地運回原居地之準備及航空交通開支，或將在原居地以外死亡的「受保人」遺體葬於其身亡當地之準備及殮葬費用。根據「本保單」規定之保障限額，保障包括一名家庭成員陪同遺體運回原居地之單人經濟航空客位費用。

#### 3.2.3 交通、住宿或運送的額外開支

緊急醫護運送後再將「受保人」送往最近原居地或常居地之地方所招致的必需及不可避免的開支，惟有關額外費用乃醫療所需，而事前並取得「本公司」或其醫學顧問同意。如基於醫療理由所需，「本公司」並會為另一位人士支付合理的交通費用，以讓其在運送期間伴隨「受保人」。

#### 3.2.4 陪行家屬

「本公司」會支付一名「近親」的來回航空經濟客位及所有有關費用(包括住宿)，以讓該名「近親」陪同在原居地或常居地以外單獨旅遊時患上嚴重「疾病」的「受保人」，而該名「受保人」在事前已取得「本公司」同意的情况下曾住院或將會住院超過7天。

#### 3.2.5 送年幼子女返國

「本公司」會支付單程航空經濟客位及一般有關費用，將陪行之成年「受保人」因「本保單」承保之意外、「疾病」、身亡、住院或撤離就醫而無人照料之年幼子女送回原居地或常居地。

### 3.2.6 運送藥物

「本公司」或其醫學顧問，為補給「受保人」在原居地或常居地以外旅遊時不慎遺失或遭盜竊，而在當地並無適當的代替品或代用品之必需的醫療用品而招致或囑咐之運送藥物費用。

「本公司」及其醫學顧問保留絕對權利，決定「受保人」的傷病狀況是否達到必須緊急醫護運送的嚴重情況。在評估其事故時得悉的所有實況及事態後，「本公司」及其醫學顧問會自行決定在適當時候轉送「受保人」的目的地，以及轉送的交通工具。

「受保人」必須聯絡「本公司」委託的24小時緊急支援中心，以在撤離前取得中心的同意，以及作出必要的交通安排。如「受保人」事前未取得中心同意，則無權就有關費用提出索償。

### 3.3 全球旅遊支援服務

「受保人」在原居地或常居地以外地方旅遊途中或啟程前，24小時緊急支援中心可提供下列的行政支援及服務：

- 啟程前的簽證、防疫及免疫注射、特別藥物及當地天氣資訊服務；
- 尋回及運送遺失行李；
- 補領及運送遺失的重要旅遊證件(如護照、機票及信用卡)；
- 傳送緊急訊息及安排傳譯服務。

立約雙方明白及同意「受保人」須支付「本公司」為提供上述服務合理及正當地招致之所有第三方費用或收費。

## 第4節 - 一般責任/程序

### 4.1 要求支援

「受保人」如遇「緊急事故」，以及在親自採取合理行動之前，「受保人」或其代表均可撥長途電話至「服務供應商」的支援中心。聯絡電話號碼如下：

**香港：(852) 3122 6899**

「受保人」致電時應說明：

- 姓名、保單號碼、保險公司名稱及身份證號碼或護照號碼；及
- 「服務供應商」可聯絡「受保人」或其代表的地點及電話號碼；及
- 簡述意外及所需支援的性質。

有關長途電話費用均由「受保人」支付。

### 4.2 未能通知「服務供應商」

如有性命危險，「受保人」或其代表應試圖透過最適當及快速的途徑安排「受保人」前往就近的醫院。然後盡快致電「服務供應商」的支援中心，提供適當資料。

如「受保人」被送往其他地點，為確保「服務供應商」可迅速作出回應，「受保人」或其代表應提供：

- 「受保人」被送往的醫院或其他醫療設施的名稱、地址及電話號碼；及
- 主診醫生(如需要者，「受保人」家庭醫生)的姓名、地址及電話號碼。

「服務供應商」的醫療人員或其他代表應可自由接觸「受保人」，以便評估「受保人」的狀況。假如「受保人」無理拒絕「服務供應商」的醫療人員或其他代表的接觸，「本公司」將不會提供其他醫療支援服務。

「服務供應商」的醫療人員將按個別情況，將會決定是否適宜運送「受保人」回國，並擬定返國途徑及日期。

如「服務供應商」安排「受保人」返國，「受保人」必須交出尚未使用的機票部份或同值款項，予「本公司」以抵消運送返國的費用。

如事前未徵取「本公司」批准，「受保人」或任何一方均無權索償任何開支。

## 第5節 - 「受保人」的責任

### 5.1 紓減「緊急事故」的影響

「受保人」有責任合理地盡力紓減「緊急事故」的影響。

### 5.2 與「服務供應商」合作

「受保人」應與「服務供應商」合作，以便「服務供應商」向有關方面取得所有文件及收據，此外並需協助「服務供應商」遵從及辦理所有必要手續，有關費用需由「受保人」支付。

### 5.3 索償限制

任何索償如關乎「支援事件」或採取法律行動的權利，必須於事件發生後兩(2)年內提出，否則一律無效。

### 5.4 代位權

如「本公司」就提供支援服務予「受保人」及支付任何款項，則「本公司」將取代「受保人」，以行使權利向下列人士索償：

- 任何應就支援服務承擔法律責任的第三者，最高索償金額為「本公司」已付的款項；及
- 任何就「支援事件」提供保障的其他保險或支援服務計劃。

## 第6節 - 不承保事項

第3節訂明的各項保障，一律需遵從「本保單」的一般不受保事項規定，詳情請參閱保單。

## 第7節 - 司法裁判權

全球醫療緊急支援服務的條款與規章遵從香港特別行政區的專有司法管轄權，並按香港特別行政區法律詮釋。

### 免責條款

「服務供應商」及經該公司轉介為「受保人」服務的專業人士乃獨立承辦商，並非「本公司」之職員、代理人或僱員。「本公司」不會就「服務供應商」及經該公司轉介的專業人士(例如但並非局限於醫生、醫院及診所)所提供的服務或因其未能履行有關服務事宜作出任何承擔。



## Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

### **PRIVACY POLICY**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at [www.msig.com.hk](http://www.msig.com.hk). You should check the Privacy Policy regularly for changes.

### **Personal Information Collection Statement**

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes;
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting and preventing fraud (whether or not relating to the policy issued in respect of this application).

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address.

If you do not wish MSIG to use your personal data for the voluntary purposes listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by sending an email to 'dpo@hk.msig-asia.com'. In your notification, you must supply the same required information as listed below.

☐

|   |                                     |
|---|-------------------------------------|
| <b>To enable us to process your opt-out request, please provide us below information and send to:<br/>The Data Protection Officer at 9/F, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.</b> |                                     |
| <b>Full Name:</b>   |                                     |
| <b>Contact Number:</b>  |                                     |
| <b>HKID Number:</b>   | <b>(for identification purpose)</b> |
| <b>Policy / Certificate / Acknowledgement Number (if you have one):</b>   |                                     |
| <b>NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.</b>  |                                     |

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- fraud prevention organizations;
- other insurance companies (whether directly or through fraud prevention organization or other persons named in this paragraph);
- the police; and
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

## 附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

### 私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 [www.msig.com.hk](http://www.msig.com.hk) 下載。您應定期查閱此範本所修改的內容。

### 個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；
- 遵循適用法律，條例及業內守則及指引；及
- 偵測和防止欺詐行為（無論是否與就此申請而發出的保單有關）所需的目的。

而自願性用途則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並

☐

將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。

您亦可選擇以電郵方式將您的要求連同所需的個人資料（詳情如下）電郵至 “dpo@hk.msif-asia.com” 。

|  |         |
|--|---------|
| 為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號太古城中心第一期 9 樓。 |         |
| 姓名：  |         |
| 聯絡電話：  |         |
| 香港身份證號碼：   | (作識別之用) |
| 保單號碼 / 證書編號 / 確認編號 (如適用)：  |         |
| 附註：此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。  |         |

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 防欺詐組織；
- 其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）；
- 警察；及
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊(及其運營者)。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號太古城中心第一期 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。