

# HospitalCare Insurance

The Policy and the Schedule or Certificate of Insurance 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 or Certificate of Insurance shall bear such specific meaning wherever it may appear.

## How this Insurance Operates

This HospitalCare Insurance is a contract between the policyholder named in the Schedule and the Company. The proposal (application) form, declaration and any information given are the basis of this contract.

In consideration of the Insured Person 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 below 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 Benefits

The Company will pay the Insured Person the Daily Hospitalization Benefit as specified in the Schedule or Certificate of Insurance 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 except in China where the maximum period is 30 days.

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

- Confined in the Intensive Care Unit of the Hospital;
- Confined for Major Organ Transplant;
- Confined for Major Burn.

### 2. Accidental Death Benefit

If the Insured Person dies as a result of Accidental Injury, the Company will pay the Accidental Death Benefit as specified in the Schedule or Certificate of Insurance.

Benefits will be paid either to the policyholder, if living, otherwise to the beneficiary or estate of the policyholder.

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

	Plan 1	Plan 2	Plan 3	Plan 4
	HK\$	HK\$	HK\$	HK\$
Daily Cash Benefit	300	600	900	1,500
Accidental Death Benefit	200,000			

## Definitions of Words

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

### Accident

Bodily injury caused solely by violent, accidental, external and visible means and not by sickness, disease or gradual physical or mental process.

### Accidental Death / Injury

Death / injury resulted solely and directly from Accident.

### Bodily Injury

Bodily Injury suffered anywhere in the world during the Period of Insurance caused solely by an Accident, as evidenced by a visible bruise or wound on the body.

### Confined / Confinement / Hospitalization

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 Dependents upon the Insured Person for support provided always that such children are aged not less than 6 months and not more than 18 years at the date of enrolment (extended to 23 years old if in full time formal education).

### Disability

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 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.

### Insured Person

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

**IMPORTANT** - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

**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:

- a) is established by the Hospital for a formal intensive care programme;
- b) 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
- c) 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 or Certificate of Insurance and any subsequent period for which the Company have agreed to accept and The Insured Person 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 (HospitalCare Insurance)**

A contract between the Company and the Insured Person named in the Schedule of Insurance (the Schedule) issued in respect of each Insured Person. The information provided to the Company by or on behalf of the Insured Person in the Application Form is the basis of this contract and is deemed to be incorporated herein.

**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.

**Schedule or Certificate of Insurance**

The Schedule or Certificate of Insurance 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.

**the Company**

MSIG Insurance (Hong Kong) Limited.

**General Conditions**

It is an important part of our contract that The Insured Person observes the following General Conditions:

**1. Co-operation**

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

**2. 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.

**3. Premium**

- a) 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 or Certificate of Insurance. Subsequent premiums will be due on the corresponding dates in such subsequent month or year as indicated in the Schedule or Certificate of Insurance. The "Premiums" means the initial and subsequent premiums.
- b) Premiums must be paid annually, or monthly by a direct debit instruction, as indicated in the Schedule or Certificate of Insurance.
- c) Premium once paid will not be refundable except due to return of policy within 14 days or duplicate policy.
- d) 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.
- e) Premium rates are not guaranteed and may be adjusted by the Company at any annual Due Date for all policyholders 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.

**4. Commencement and Renewal**

The Period of Insurance is stated in the Schedule. The required premium must be paid to the Company before the insurance is in force.

The Policy may be renewed from year to year thereafter at the option of the Company and the Insured Person 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.

The Insured Person may terminate the Policy with effect from any Due Date by giving 30 days notice in writing of intention not to renew the insurance. However, the termination shall be deemed to have been effective from the inception date if the Insured Person has never paid any premium at the time of the termination notice.

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.

In the event that cover is increased or varied at the Insured Person's request 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.

#### 5. Eligibility

Unless agreed otherwise in writing by the Company:

- a) Eligibility is restricted to Hong Kong / Macau Residents and their Dependants who hold HK / Macau Identity Card.
- b) Applicants must be between age 18 and 59 on the Effective Date of the Policy. Dependants are eligible for insurance.
- c) Newly born children shall be eligible for insurance 6 months after birth and in a normal healthy condition.
- d) Cover shall cease at the first Due Date following the 65<sup>th</sup> birthday of the Insured Person.
- e) 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.

#### 6. Alteration

- a) 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.
- b) 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.
- c) 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.

#### 7. 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 the Insured Person or any Dependant or anyone acting on their behalf to obtain benefit hereunder, then the Policy shall be cancelled immediately and all benefit and premium forfeited.

### 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.

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.

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

Any difference of medical opinion in connection with the results of any Accident, Sickness, or death will be settled between two medical experts appointed respectively in writing by the two parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire, who shall have been appointed in writing by the two medical experts at the outset.

### 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. Routine medical examinations or check-ups, routine eye or ear examinations, vaccinations, medical certificates, and examinations for employment or travel.
4. Spectacles, contact lenses or hearing aids.
5. Treatment related to cosmetic surgery and beautification.
6. All dental Treatment or oral surgery related to teeth, except in the event of accidental injury to sound and natural teeth.
7. 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.
8. Tests or Treatment related to 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.
9. Pregnancy or childbirth, and its complications.
10. Confinement as the donor of organ or tissue transplant.
11. Treatment of mental illness, psychiatric disorder, self-inflicted injury, suicide, abuse of alcohol, drug addiction or abuse.
12. Treatment for obesity, weight reduction or gain.
13. Treatment related to epidemic disasters as announced by the Medical Authorities of the country at the time of Confinement.
14. Sexually transmitted diseases and any Treatment or test in connection with Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases.
15. 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.

16. Injury or Sickness while serving as a full-time member of a police or military unit and Treatment resulting from participation in any illegal act including resultant imprisonment.
17. Hospital in-patient Treatment for conditions which can be properly treated as an outpatient.
18. 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.
19. Conditions 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:
  - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - d) 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.
  - e) any chemical, biological, bio-chemical, or electromagnetic weapon.
20. Conditions 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:
  - a) 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
  - b) any act of terrorism including but not limited to
    - i) the use or threat of force, violence and/or
    - ii) 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
  - c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

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.

## Claims Procedures

The payment of claims under this Policy is dependent upon observance of its terms and conditions by the Insured Person, and so far as they apply, by the Insured Person or any other claimant.

1. The Insured Person or anyone acting on behalf of the Insured Person must submit to the Company original documentation and receipts together with a fully completed claim form signed by the treating Physician within 30 days from date of occurrence.
2. All certificates, information and evidence must be provided at the expense of claimant in the form and nature required by the Company.
3. The Insured Person may have to undergo further medical examination required by the Company at the expense of the Company.
4. 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.
5. 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**

For enquiries, please contact  
**Customer Services Hotline :**  
**(852) 3122 6822**

# 住院現金寶

《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。》

本保險單及承保表或保險證書應視為一完整之合約，如本保險單或承保表或保險證書內任何部份出現有特定含意的字句，則該字句無論出現於保險單或承保表或保險證書之上時均具有相同之特定含意。

## 本保單的運作

本「住院現金寶」乃投保人與本公司之間的合約。本保險合約以投保人填報的投保書、聲明及資料為依據。

倘受保人已繳付或同意繳付此保險之有關保費，而本公司亦已接受於承保表或保險證書列明的保險期或隨後期限的有關保費，當受保人於保險期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十八歲，賠償額將按承保表所示減半。

## 保障範圍

### 1. 每日住院現金保障

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或保險證書所示，就受保人每一整天的住院，向受保人支付每日住院現金保障。

每一宗傷病的最長賠償期限為 750 日，如在中國境內住院，則最長賠償期限為 30 日。

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)賠償額將提高一倍：

- 在醫院的深切治療部留醫
- 因主要器官移植留醫
- 因嚴重燒傷留醫

### 2. 意外身故保障

如受保人因意外受傷身故，本公司會按照承保表或保險證書所示，作出意外身故保障賠償。

如投保人仍在生，保障金額將賠償予投保人，否則將賠償予受益人或作為投保人的遺產處理。

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。

## 保障表

	計劃 1	計劃 2	計劃 3	計劃 4
	港幣	港幣	港幣	港幣
每日住院現金保障	300	600	900	1,500
意外身故保障	200,000			

## 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。

### 意外

指純粹因暴力、意外、外來或明顯可見的因素，而非疾病、病症、身體或精神治療程序所致的身體損傷。

### 意外身故 / 損傷

指純粹及直接因意外引致的身故 / 損傷。

### 身體損傷

指在保險期內於世界任何地方，純粹因意外，並有可見的挫傷或傷痕以茲証明的身體損傷。

### 入住醫院 / 住院

指遵照醫生囑咐入住醫院持續 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 6 個月及不超過 18 歲(如正接受全日制教育，則年齡上限為 23 歲)。

### 傷病

指受傷或疾病，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。

### 受保人

指承保表或保險證書上記名而本公司已發出書面通知確認保障開始生效之個人或受保家屬。

### 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 20% 遭受第三級燒傷。

### 重要器官移植

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

指承保表或保險證書內指定的期限與及隨後投保人願意繳付保費，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 (住院現金寶)

指本公司與在每份保險承保表(承保表)內註明姓名之受保人所簽訂之合約。受保人或其代表提交予本公司的申請表格內所載之資料乃本合約之依據，申請表格應視為本合約之一部分。

### 之前已存在之傷病

指以下人身損傷、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，之前已存在病症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。

### 承保表或保險證書

指本保險保單夾附的承保表或保險證書。

### 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。

### 本公司

指 MSIG Insurance (Hong Kong) Limited。

## 一般條款

此乃本合約的重要部分，受保人必須遵從下列之一般條款規定：

### 1. 合作

本公司承保的先決條件乃受保人或其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，而有關的開支由受保人承擔。

### 2. 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、死亡事件或招致任何開支。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。

### 3. 保費

- a) 保費於本保單釋義的到期日當天到期。首次保費於承保表或保險證書列明的生效日到期應繳，此後的保費將於承保表或保險證書註明的往後月份有關日期應繳。保費泛指首次及其後之保費。
- b) 保費將透過承保表或保險證書列明之戶口每月或每年直接扣除。
- c) 除在 14 天內退回保單或在本公司投保超過一份「住院現金寶」的情況下，已收保費概不退還。
- d) 投保人在首次支付保費後，於其後到期日均可獲 30 天寬限期。如投保人在寬限期內提出索償，本公司將在應付的賠償金額扣除投保人尚未繳付的保費及每年保費的相關部份。如投保人在到期日及於 30 天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，如投保人申請保單重訂，本公司可行使酌情權接受或拒絕重訂，投保人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。
- e) 保費水平可能增加或改變。本公司可能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）、任何影響所有投保人的全面性保費調整，以及本公司實際或預計的有關業務業績，而於任何一年的到期日提高或調整保費金額。

### 4. 保單開始生效及續保

承保表已清楚列明保險期。受保人必須在保險生效前繳付指定的保費。

保險期屆滿以後，本公司及受保人均可選擇續保與否，但仍需遵從於每年到期日生效之條款及規章。如未能如期繳付保費，保單將會失效。

受保人可於到期日 30 天前書面通知本公司不續訂保險。倘若在取消本保單時仍未繳付任何保費，本保單將視為於生效日當天取消。

本公司不會保證續訂的條款、規章及保費金額依舊不變，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、規章及保費金額。如受保人踏入較高保費額的年齡組別，保費亦會有所增加。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代替產品(如有者)，而條款、規章及保費金額將依照當時情況而定。

如受保人要在任何到期日增加或更改保險項目，則有關的增加或更改保障不會涵蓋受保人已知的任何損傷、疾病、病癥或狀況，或受保人預知的治療或藥物療程，惟倘受保人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，則屬例外。

### 5. 投保資格

除非本公司發出書面同意，

- a) 合資格人士必須為香港或澳門居民，並持有有效之香港或澳門身份證。

- b) 投保人於保單生效日年齡必須不少於 18 歲或超過 59 歲，其家屬均符合投保資格。
- c) 新生嬰兒在出生六個月後在健康正常情況下皆符合投保資格。
- d) 保障將於受保人 65 歲生日後之到期日停止生效。
- e) 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。

## 6. 更改

- a) 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。
- b) 如受保人誤報出生日期，本公司將根據其後提報之真實出生日期修訂各項保障。如根據該投保人之真實出生日期，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。
- c) 由投保人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。

## 7. 詐騙事件

如受保人或其任何家屬或任何代表以任何偽造、詐騙或以詐騙方式或方法索償，本公司將即時取消保單，並會沒收所有賠償及保費。

# 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

受保人必須在出院後 30 天內，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。

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。

如本公司權衡醫療實況或各項可能性後，基於之前已存在傷病為理由不承保任何事項，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 天，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

如立約雙方對任何意外、疾病、死亡或開支的結果持有不同的醫學意見，有關爭議會交由雙方以書面委派之兩名醫學專家解決。如兩位醫學專家亦持有不同意見，爭議則會交由兩位醫學專家事前以書面委派的仲裁人處理。

# 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，亦不會承擔繳付賠償之責任：

- 1. 之前已存在之傷病：除非受保人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. 保單生效後 30 天內感染或發病而引致的住院或治療。
- 3. 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、應聘或旅遊所需的身體檢查。
- 4. 眼鏡、隱形眼鏡或助聽器。
- 5. 與整容手術有關之治療。
- 6. 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。
- 7. 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。
- 8. 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。
- 9. 妊娠或分娩，及有關之併發症。
- 10. 作為人體器官或組織移植捐贈者的有關住院。
- 11. 精神病、精神錯亂、蓄意自傷身體、自殺、酗酒、吸毒或濫用藥品。
- 12. 有關癡肥、減肥或增肥的治療。
- 13. 就治療有關醫療當局已宣布之傳染疫病的住院。
- 14. 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。
- 15. 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。
- 16. 擔任全職警察或軍隊成員期間所招致之損傷或疾病，以及參與任何非法行為(包括因此被監禁)所引致的治療。
- 17. 住院接受本可以門診方式治療之傷病。
- 18. 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。
- 19. 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：

- a) 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；
- b) 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；
- c) 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；
- d) 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；
- e) 任何化學、生物、生化或電磁武器。

20. 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：

- a) 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
- b) 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，陳述與否，及／或令公眾或任何社會階層恐慌：
  - i) 使用或以武力、暴力威脅及／或
  - ii) 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
- c) 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 a) 或第 b) 條有關之行動。

倘本公司聲稱基於此等不承保條款，本保險並不承保任何損失、損害、費用或開支，投保人需自行承擔作出反證的責任。

## 索償程序

受保人或任何其他索償人必須遵從本保單所有適用的條款與規章，本公司方會根據本保單作出賠償。

1. 受保人或其代表必須在事故發生當天起計 30 日內向本公司提交索償文件正本、收據正本及填妥並且經主診醫生簽署的索償表格。
2. 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。
3. 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。
4. 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。
5. 受保人及主診醫生填妥索償表格後，請聯同所有相關文件送達本公司：

**MSIG Insurance (Hong Kong) Limited**  
賠償部  
香港太古城英皇道 1111 號  
太古城中心第一期 9 樓

如有任何查詢，請致電  
**客戶服務熱線：**  
**(852) 3122 6822**



## 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; and
- complying with applicable laws, regulations or any industry codes or guidelines.

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. We cannot use your personal data for voluntary purposes without your consent.

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.msg-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: 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 Claims Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law.

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；及
- 遵循適用法律，條例及業內守則及指引。

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。未獲您同意之前我們並不能使用您的個人資料作自願性用途。

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.msig-asia.com](mailto:dpo@hk.msig-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；
- 保險索償投訴局及同類的保險業機構；
- 法例要求或許可的政府機關。

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界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。