

MedcaSure Hospital Cash Insurance

All the terms and conditions contained herein, the Schedule of Insurance and any endorsement attached thereon 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 shall bear such specific meaning wherever it may appear.

The proposal/application and declaration made by the Insured shall form the basis of this contract and are deemed to be incorporated herein. In consideration of the Insured has applied to the Company for the insurance contained and on the condition that the Insured has paid the Premium as specified for such insurance, and at the time of effecting this Policy the information provided is true and correct, the Company will pay the benefits subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto.

Definitions of Words

Accident/Accidental

An unforeseen and involuntary event which cause an Injury to Insured Person during insurance period.

Bodily Injury/Injury

Bodily injury to the Insured Person caused solely by violent Accidental external means and which is independent of any other causes.

The Company/Us/We/Our

Dah Sing Insurance Company (1976) Limited

Confined/Confinement

The period that the Insured Person is registered as an in-patient and confined in a Hospital for treatment with a charge for room and board.

Disability

A Sickness or Bodily Injury for Plan A+, Plan B+ and Plan C+; and a Bodily Injury only for Plan A, Plan B and Plan C.

Hong Kong

Hong Kong Special Administrative Region of the People's Republic of China.

Hospital

An establishment that:

- 1) is licensed as a hospital; and
- 2) primarily provides services of admission, care and inpatient treatment; and
- 3) has 24-hour nursing service by registered nurses; and
- 4) has licensed physicians available at all times; and
- 5) provides organised facilities for diagnosis and major surgeries; and
- 6) is not a clinic, nursing, rest or convalescent home or similar facility or a place for alcoholics or drug addicts.

Insured/ Policyholder/You

The applicant/proposer of the Policy named in the Schedule as the Insured or Policyholder.

Insured Person

The person, whose age is between two (2) months and Sixty-five (65) years old at the date of policy inception, named in the Schedule or subsequently endorsed therein.

Intensive Care Unit

A part of the Hospital for which a specified extra daily surcharge is made and which is staffed and equipped to provide, on a continuous basis, specialised or intensive care or services not regularly provided within such Hospital.

Maximum Benefit

The benefit amount of each of the benefits covered under this Policy stated in the Table of Benefits.

Medical Malpractice

A negligent act, error or omission committed by the Medical Practitioner in the course of treatment to the Insured Person.

Medical Practitioner

A properly qualified and legally registered medical practitioner, including but not limited to surgeon and anaesthetist, 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.

Policy

All the terms and conditions contained herein, the Schedule and all endorsements and attachments hereto.

Pre-existing Conditions

Any Disability, medical condition or chronic or recurring sickness which received medical advice or treatment for such condition within 12 months prior to the commencement of this Policy.

Schedule

The Schedule/Certificate of Insurance attached to and incorporated in the Policy of insurance.

Sickness

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

Benefits

		TABLE OF BENEFITS		
Item		Maximum Benefit (HK\$)		
		Plan A+/ Plan A	Plan B+/ Plan B	Plan C+/ Plan C
1	Hospital Cash	500/day 750 days/Disability	1,000/day 750 days/Disability	1,500/ day 750 days/Disability
2	Extra Hospital Cash	500/day 90 days/Disability	1,000/day 90 days/Disability	1,500/day 90 days/Disability
3	Inpatient Surgical Expenses	10,000/year	20,000/year	30,000/year

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

重要事項 - 當收到這份保險單時，請仔細閱讀保單內容，並且提出任何必需的修訂。

4	Inpatient Cancer Treatment*	10,000/year	20,000/year	30,000/year
5	Post-hospitalisation Treatment	500/year (100/visit/day)	1,000/year (100/visit/day)	1,500/year (100/visit/day)
6	Compassionate Cash for Medical Malpractice	50,000/year	50,000/year	50,000/year
7	Accidental Death	50,000	100,000	150,000

*Cancer Treatment is applicable to Plan A+, B+ and C+ only.

Payment of any benefit under this Policy is subject to the Definitions of Words, Table of Benefits, and all other terms and conditions pertinent to the benefit.

1. Hospital Cash

The Company will pay the Hospital Cash for each day of Confinement of the Insured Person.

The maximum period the Company will pay under this benefit is seven hundred and fifty (750) days per Disability.

The Benefit Items 2-6 will become operative only when the Benefit Item 1 above is payable.

2. Extra Hospital Cash

The Company will pay the Extra Hospital Cash for each day of stay of the Insured Person in the Intensive Care Unit for the first ninety (90) days per Disability for the same Sickness or Bodily Injury.

3. Inpatient Surgical Expenses

The Company will pay the Inpatient Surgical Expenses for operation(s) during the Confinement. The Inpatient Surgical Expenses refer to the operating room charges, anaesthetist's charge, and the surgical fee reasonably and customarily charged by the Medical Practitioner to perform the operation in the Hospital.

4. Inpatient Cancer Treatment

The Company will pay the actual expenses of treatment for cancer during the Insured Person's Confinement.

No benefit shall be payable in respect of any cancer treatment of the Insured Person insured under Plan A, Plan B or Plan C of this Policy.

5. Post-hospitalisation Treatment

The Company will pay the actual expenses of treatment by the Medical Practitioner in the medical facility within thirty (30) days after discharge from Hospital following the Confinement as a result of the same Disability.

The daily limit of the treatment is HK\$100 per visit.

6. Compassionate Cash for Medical Malpractice

The Company will pay the compassionate cash for any Bodily Injury or Sickness arising from the Medical Malpractice, as ruled by the court of competent jurisdiction or the governing authority of such medical professions within the area where the treatment takes place, during Confinement of the Insured Person as a result of Disability. This might also include an inaccurate or incomplete treatment.

7. Accidental Death

The Company will pay the Accidental Death benefit if the Insured Person dies as a direct and sole result of Bodily Injury.

No benefit shall be payable if the Insured Person dies due to reasons other than a direct and sole result of Bodily Injury.

If the Insured Person has multiple policies which contain Accidental Death cover issued by the Company, the maximum liability of the Company in respect of Accidental Death cover shall not exceed HK\$5,000,000 in aggregate and each relevant policy shall bear a proportionate share of the total loss.

No Claim Premium Refund

In the event of no claim being made or arising under this Policy for any period of three (3) consecutive years, thirty percent (30%) of the premiums received during this period by the Company will be refunded to You without interest. Further refund will only be paid for another period of three (3) consecutive years from the date of the previous refund.

In no circumstance the refund will be paid before the end of a period of three (3) consecutive years.

General Exclusions

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

- Expenses recoverable from a third party.
- Pre-existing Conditions except
 - those which have been fully disclosed to and accepted by the Company prior to the inception of the Policy; or
 - until twelve (12) months have lapsed since the Insured person last received medical advice or treatment.
- 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.
- Cosmetic surgery and beautification; and all dental treatment or oral surgery related to teeth, except in the event of Injury to sound and natural teeth.
- Rest cures and services in any home, spa, hydro-clinic, sanatorium or long term care facility that is not a Hospital as defined.
- Pregnancy or childbirth, and its complications, miscarriage, 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.
- Confinement as the donor of organ or tissue transplant.
- Any travel contrary to the medical advice or for the purpose of receiving medical or surgical treatment.
- 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.
- 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.
- Participation in any illegal act.
- 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.
- Air travel 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. Riding or driving in any kind of motor racing, or engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport.
15. Rock climbing or mountaineering normally involving the use of ropes or guides at altitude limit greater than five thousand (5,000) metres, or scuba diving to a depth greater than thirty (30) metres below sea level.
16. Conditions 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 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 of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
17. Conditions 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 alleges 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 Conditions

1. Proof of Claim

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

Claims Division - Dah Sing Insurance Company (1976) Limited
20/F Island Place Tower, 510 King's Road, North Point, 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 probabilities it is appropriate for the Company to decline a claim by virtue of the Pre-existing Conditions exclusion, the Insured Person shall have the obligation, at his/her own expense, 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.

3. Legal Proceedings

No action in law or equity shall be brought to recover under the Policy until after the expiration of sixty (60) days from the date Proof of Claim has been furnished in accordance with the Policy conditions. The parties have agreed that the Laws of Hong Kong 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 for the resolution of any such conflict or dispute.

4. Alternative Dispute Resolution

In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609), Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. In respect of the status or outcome of any form of alternative dispute resolution, if We deny or reject liability for any claim under this Policy and the Insured does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, the Insured's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.

General Conditions

1. A Duty to Comply with the General Conditions

Without prejudice to Our other rights, We will only be liable to make any payment if the Insured Person has at all times complied with the Policy.

2. Geographical Limits

The Insurance afforded under this Policy shall apply anywhere in the world unless otherwise endorsed or amended.

3. 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 fourteen (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 claim.

4. Co-operation

As a condition precedent to the Company's liability, You, the Insured Person 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 Medical Practitioner or Hospital or other source.

5. Change of Status

The Insured Person must take full responsibility to inform the Company of any change of status under the Policy. Failing to do so might lead to invalidation of the claim.

6. Misstatement of Age

In the event that the Insured Person's age has been misstated, the premium difference would be returned or charged according to the correct age. And if, according to the correct age, the coverage provided by this Policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then the Company's liability during the period that the Insured Person is not eligible for coverage shall be limited to the refund of all premiums paid for the period covered by this Policy.

7. Subrogation

The Company has the right to proceed at the Company's own expense in the name of the Insured Person against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

8. Premium

- (a) Notwithstanding the benefit under No Claim Premium Refund, premiums are non-refundable except due to reasons stipulated in the General Conditions 3 and 11.
- (b) If any premium due is not paid within the thirty (30) days grace period allowed, the Policy will terminate and all benefits will cease. Any subsequent reinstatement of cover after such termination will be at the Company's discretion and subject to satisfactory evidence of insurability together with payment of all overdue premiums and any relevant charges.
- (c) Premiums may be adjusted by the Company according to various factors like, including but not limited to, the age and the change of status of the Insured Person, and any general premium rate increases applying to all Insured Persons reflecting the change of the risk exposure in this class of business.

9. Renewal

The Policy, regardless of the benefit under No Claim Premium Refund, may be renewed from year to year at the option of the Company and subject to Your acceptance of the renewal terms, conditions and premium offered by the Company. The Company reserves the right not to invite Your renewal of the Policy.

The Company also reserves the right to change the terms, conditions and premium of the renewal offer at any time before the policy expiry, despite the acceptance of the renewal by You prior to such change.

10. Change of Benefits

Unless otherwise invited by the Company, in no event that the cover can be increased or varied at the request of You. The increased or varied cover, following your acceptance of such invitation, shall not apply to any injury, sickness, symptom or condition that known to exist by You or for which treatment was then foreseeable unless such material facts have been fully disclosed to and accepted by the Company in writing thirty (30) days prior to the date of any such increase or variance.

11. Cancellation

- (a) **By You**
You have the right to cancel this Policy by giving a thirty (30) days notice in writing to Us. We will return You the premium for the unexpired period by pro-rata day rate, yet subject to a minimum and non-refundable premium of HK\$500.00 provided no claim has been made during the current policy period.
- (b) **By the Company**
We may cancel the Policy by sending thirty (30) days notice to You at your last known address. Such cancellation shall be without prejudice to any claim occurring prior thereto. We will return You the premium for the unexpired period by pro-rata day rate.

12. Termination of Insurance

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. Should a covered claim arise

during this period, the unpaid premium will be deducted from any benefits payable;

- (b) On the next policy expiry when the Insured Person attains the age of sixty-five (65) years;
- (c) When the Insured Person dies.

13. Other Insurance

If there is any other policy insured by other insurance company which also covers the same benefits as this Policy at the time of a claim, the Company will only be liable for the Company's proportionate share except for Benefit Item (1) – Hospital Cash, Benefit Item (2) – Extra Hospital Cash, Benefit Item (6) – Compassionate Cash for Medical Malpractice and Benefit Item (7) – Accidental Death.

14. Duplicate Policy

An Insured Person should not be covered under more than one MedcaSure Insurance or similar insurance plan issued by Us. In the event that an Insured Person is covered under more than one such policy, We will consider that such Insured Person is covered only under the policy which provides the greatest amount of the benefit. The Company shall then return any premium received under such other policies and shall be under no further liability whatsoever in respect thereof.

15. Eligibility

Unless agreed otherwise in writing by the Company, the Insured and the Insured Person must be Hong Kong residents holding a valid Hong Kong Identity Card.

16. 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) Any other misrepresentation of or failure to disclose material facts in any document signed by You 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/application.

17. 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 anyone acting on their behalf to obtain benefit hereunder, then the Policy shall be cancelled immediately and all benefits and premium forfeited.

18. Sanction Exclusion Clause

The Company shall not provide cover nor shall the Company be liable to pay the 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 the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic, sanction, laws or regulations of any jurisdiction applicable to the Company.

19. Governing Law and Jurisdiction

This Policy shall be governed and interpreted in accordance with the Laws of Hong Kong and subject to the jurisdiction of the courts of Hong Kong.

Remarks: The Chinese translation is for reference purposes only. In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.

「住院現金」醫療保障

所有以下保單條款及條件，「承保表」及任何附加的批單應被視為一完整之合約。如「本保單」內有任何字詞或字句擁有特別含意，則該等字詞/字句於「本保單」任何部份出現時均具有相同之特定含意。

「投保人」於投保書/申請中的聲明乃「投保人」與「本公司」之間的合約基礎。鑒於「投保人」已向「本公司」申請以下之保險，並基於「投保人」已悉數繳付「本保單」應付之保費，與及保單生效時所提供的資料均為真實及正確的前提下，「本公司」會按照保單及其附加的批單內訂明之定義、不承保事項、限制、規定及條款，作出賠償。

詞彙解釋

「意外」/「意外的」

在保障日期內發生並令「受保人」受到「損傷」的無法預見及非故意的事件。

「身體損傷」/「損傷」

「受保人」純粹由暴力、「意外」、及外在且獨立於其他因素導致的「身體損傷」。

「本公司」/「我們的」/「我們」

大新保險(1976)有限公司

「入住醫院」/「住院」

「受保人」入住「醫院」並接受治療的期間；而在該期間必須是以住院病人身份登記，並需繳付病房及膳食費用。

「傷病」

在計劃 A+、B+ 及 C+ 指「疾病」或「身體損傷」；在計劃 A、B 及 C 指「身體損傷」。

「香港」

香港特別行政區

「醫院」

機構，並且：

1. 註冊為醫院；及
2. 主要提供入院、看護及住院治療；及
3. 由註冊護士提供二十四(24)小時的護理服務；及
4. 有註冊醫生常駐；及
5. 提供系統化的設備以進行診斷及大型手術；及
6. 並非作為診所、或提供醫護、休養、療養、戒酒、戒毒或類似服務的機構。

「投保人」/「保單持有人」/「閣下」

於「承保表」上列明為「投保人」或「保單持有人」的投保申請人士

「受保人」

「承保表」或批單上列明，並於保單生效日當天年齡介乎兩(2)個月至六十五(65)歲的人士。

「深切治療部」

「醫院」的一部份，須每日額外收取特定附加費，並設護理人員及醫療設備，不間斷地提供「醫院」非常規之專門或深切護理或服務。

「最高保障額」

於「本保單」保障概括表內定明的各項保障額。

「醫療失誤」

「醫生」在對「受保人」進行治療期間造成疏忽，錯誤或遺漏。

「醫生」

獲執業當地醫療主管機構發牌，並根據其執業牌照規定及醫學訓練提供治療，且具備有關資格及依法註冊之醫生，包括但不限於外科及麻醉科醫生。

「本保單」

所有在此的條款及條件，包括「承保表」、批單及附加文件。

「之前已存在之傷病」

在「本保單」生效日前十二(12)個月內接受過治療的任何「傷病」、醫療狀況、慢性或復發的疾病。

「承保表」

附屬於「本保單」的「承保表」/「保險證書」。

「疾病」

身體不適或疾病，並於病理上顯示為偏離正常狀態的狀況。

保障

保障表			
保障項目	最高保障額(港幣)		
	計劃 A+ / 計劃 A	計劃 B+ / 計劃 B	計劃 C+ / 計劃 C
1 住院現金	每日 500 每傷病 750 日	每日 1,000 每傷病 750 日	每日 1,500 每傷病 750 日
2 額外住院現金	每日 500 每傷病 90 日	每日 1,000 每傷病 90 日	每日 1,500 每傷病 90 日
3 住院外科手術費用	每年 10,000	每年 20,000	每年 30,000
4 住院癌症治療*	每年 10,000	每年 20,000	每年 30,000
5 出院後護理費用	每年 500 (每日每次 100)	每年 1,000 (每日每次 100)	每年 1,500 (每日每次 100)
6 醫療事故津貼	每年 50,000	每年 50,000	每年 50,000
7 意外身故	50,000	100,000	150,000

*癌症治療只適用於計劃 A+、B+ 及 C+

本保單的任何賠償，均根據與該保障有關的詞彙解釋、保障表、及所有其他條款和條件而給付。

1. 住院現金

「本公司」會就「受保人」每一天的「住院」支付住院現金。

「本公司」就同一宗「傷病」最長賠償期限為七百五十(750)日。

保障項目第 2 至 6 項須在上述保障項目第 1 項獲得賠償方才有效

2. 額外住院現金

當「受保人」入住「深切治療部」，「本公司」將會就每次「傷病」支付每日額外住院現金，就同一「疾病」或「身體損傷」，最多賠償首九十(90)日。

3. 住院外科手術費用

「本公司」會支付住院外科手術費。支付「住院」期間的住院外科手術費用。住院外科手術費用指手術室、麻醉師，及由「醫生」於「醫院」內施行外科手術的合理並慣常的費用。

4. 住院癌症治療

「本公司」會支付「受保人」在「住院」期間接受癌症治療的實際費用。

受保於「本保單」計劃 A、計劃 B 或計劃 C 的「受保人」就任何癌症的治療將不會獲得賠償。

5. 出院後護理費用

因「傷病」「住院」後，如就同一「傷病」，於出院後三十(30)日內接受「醫生」的治療，「本公司」將會支付治療的實際費用。

治療以每日每次港幣一百(100)元為限。

6. 醫療事故津貼

「本公司」會支付恩恤津貼予「受保人」因「傷病」「住院」期間，由「醫療失誤」所引致的「身體損傷」或「疾病」，而該「醫療失誤」須由接受治療當地的相關司法機構或醫療專業主管機關裁定。這亦可能包括不正確或不完整的治療。

7. 意外身故

如「受保人」直接及純粹因「身體損傷」導致身故，「本公司」會支付意外身故保障。

如「受保人」並非直接及純粹因「身體損傷」導致身故，將不會獲得賠償。

若「受保人」在「本公司」同時擁有多份保單含有「意外」身故保障，則「本公司」就所有保單「意外」身故保障的累計總額，最高責任不會超過港幣五百萬元，而每份保單的賠償將根據總賠償額按比例分配。

無索償保費回贈

如「本保單」連續三(3)年未曾出現索償，「閣下」將可獲「本公司」回贈於此期間收到保費的百分之三十(30%)，但不計算利息。而下一次作出回贈，只會於上一次回贈日後起計另一個連續三(3)年完結後再作安排。

在任何情況下，回贈不會在連續三(3)年期間結束前作出。

一般不承保事項

「本保單」不承保以下事項、狀況、活動及其導致的後果。「本公司」亦不會承擔賠償責任：

1. 可從第三者追回的費用。
2. 「之前已存在之傷病」，除非
 - (a) 在「本保單」生效前有關情況已全面披露，及獲得「本公司」接受；或
 - (b) 直至由「受保人」接受最後一次醫學意見或治療後起計十二(12)個月內均未有再接受任何醫學意見或治療為止。
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、入職或旅遊所需的身體檢查、佩戴眼鏡、隱形眼鏡或助聽器。
4. 整容手術及美容；及所有牙科護理或與牙齒有關的口腔手術，除非天生健全牙齒受到「損傷」則除外。
5. 在任何家居、水療中心、水療診所、療養院或長期護理設施，而非「醫院」內休養或接受服務。
6. 懷孕或分娩，及有關之併發症，流產；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原因進行之墮胎手術及其引致之後果。
7. 因作為人體器官或組織移植捐贈者而「住院」。
8. 不聽從醫生勸喻而旅遊或以到外地接受醫療或外科手術為目的旅程。
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、癡肥、減肥或增肥、性病、愛滋病或其相關狀況或疾病的任何治療或化驗。
10. 當已獲得診斷及/或治療的當日，就該醫療狀況徵取第二意見，除非「本公司」的醫學顧問就醫學事實及有關情況認為合理及必需，則屬例外。
11. 參與任何非法行為。
12. 本可以門診方式治療之狀況，及主要以接受診斷掃描、X 光檢查或物理治療為目的而「住院」。
13. 處身飛機內的航空旅程，除非以繳費乘客身份乘坐持牌航空公司營運的固定班次的國內或國際航機，或乘坐持牌的包機，則屬例外。
14. 以乘客或司機身份參與任何形式的賽車，又或以職業身份參加體育活動，又或「受保人」參與可賺取收入或報酬的體育活動。
15. 通常使用繩索或在嚮導帶領下在海拔五千(5,000)米以上進行攀石或爬山，或在海平面三十(30)米以下進行水肺潛水。
16. 因以下事故引致損失，無論有關損失是否由任何其他因由或事件同時或以任何時序所引致：
 - (a) 任何核子燃料或核子燃料燃燒後所產生的核子廢料所引致的電離子輻射或放射性污染；
 - (b) 任何由核子裝置、反應器或其他核子機組或核子元件而來

並具有輻射性、毒性、爆炸性或其他危險性或污染性的物質；

(c) 以原子或核子分裂及/或聚變、以類似反應或輻射性能量或物質為本的武器。

17. 因以下事故引致損失，無論有關損失是否由任何其他原因或事件同時或以任何時序所引致：

(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：

(i) 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

(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；

任何人士或團體因政治、宗教、意識形態或類似目的，不論該目的明確與否，及/或企圖令公眾或任何社會階層恐慌；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」聲稱由於受一般不承保條款約束而「本保單」未能保障任何索償損失，「受保人」需承擔反證該索償損失是受保的責任。

索償條件

1. 索償證明文件

索償所需正本文件、收據及已填妥並經主診「醫生」簽署的索償表格必須在出院後三十(30)日內送交予「本公司」。請將索償表格及所有證明文件發送至：

大新保險(1976)有限公司
賠償部
香港北角英皇道 510 號
港運大廈 20 樓

索償人須自費向「本公司」提供所有證明、資料及憑證；形式及性質以「本公司」要求為準。

「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、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」有責任自費提交「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」有權及可能透過其醫療代表，在索償期間不時按合理需要為「受保人」進行身體檢查。

3. 法律程序

投保人根據「本保單」條件出示索償證明後，必須待至滿六十(60)日，方可展開法律訴訟追討「本保單」的索償。立約各方均同意，如雙方對「本保單」有任何爭論或爭議，一律受「香港」法律監管，雙方並同意任何有關之爭論或爭議必須服從於「香港」法院的專審地及司法裁判權之下。

4. 替代性爭議解決方式

如有任何關乎「本保單」的爭議，爭議各方可以作出於善意的調解去解決爭議。調解是根據當時適用並由香港司法機構發出民事調解相關的實務指示進行。所有未解決之爭議，一律按照《仲裁條例》（香港法例第 609 章）及不時生效的修訂本規定進行仲裁。仲裁須在香港進行並由爭議各方同意的單一仲裁員審理。現明確規定，爭議各方必須待至仲裁裁決，方可就「本保單」展開其他法律行動。關於根據替代性爭議解決方式得出的任何情況或結果，如「本公司」不承認「本保單」的賠償責任，而「受保人」並未於十二(12)個月內按上述規定將事件交由仲裁處理，即被視作已撤銷或放棄索償權利，此後不得再就「本保單」進行追討。

一般條件

1. 遵守保單條件

在不損害「我們的」其他權益下，「我們」只會於「受保人」能夠時刻遵守「本保單」所載條款下作出賠償。

2. 地區範圍

除非另有批註或修訂，否則「本保單」之保障適用於世界任何地方。

3. 退回保單的權利

假如「閣下」因任何理由不滿意「本保單」，可在收到「本保單」後十四(14)日內取消並退回「本保單」予「本公司」，「閣下」所繳交的保費將不計利息全數歸還。在此情況下，「本保單」將被視為從生效當日起便失效，「本公司」無須就「本保單」承擔任何賠償責任。

4. 合作

「本公司」承擔賠償責任的先決條件乃「閣下」、「受保人」或「閣下」的代表與「本公司」及其醫療顧問全面合作，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，及在有需要時，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，而有相關的開支由「閣下」承擔。

5. 現況改變

「受保人」須負全責通知「本公司」與「本保單」有關的現況改變，否則有可能令索償失效。

6. 虛報年齡

若「受保人」虛報年齡，保費差額將按實際年齡退還或收回。若根據實際年齡，「本保單」保障實不應生效，或理應於收取保費前終止，則「本公司」對的責任僅限於退還該段期間「受保人」所有已付的保費。

7. 代位權

「本公司」有權以「受保人」名義就「本保單」的賠償，向有可能對引致索償負上責任的第三者作出追討，而有關追討費用由「本公司」負責。

8. 保費

- 儘管有無索償保費回贈的安排，除在一般條款第 3 項或第 11 項所列明的情況外，已收保費概不退還。
- 如「閣下」於三十(30)日寬限期內仍未繳付保費，「本保單」將會被取消，所有保障亦會終止。「本保單」一經取消，如「閣下」申請重新恢復保障，「本公司」可酌情接受或拒絕；「閣下」亦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。
- 「本公司」有權改變保費金額，包括但不限於根據「受保人」的年齡及現況改變，及根據此保險種類的風險改變全面性調高所有「受保人」的保費金額。

9. 續保

儘管有無索償保費回贈的安排，在「閣下」接受「本公司」提出的續保條款、條件及保費的情況下，「本公司」可續年選擇是否替「本保單」續保。「本公司」並保留不予續保的權利。

「本公司」亦保留在保單到期日前隨時修改續保條款、條件及保費的權利。

10. 更改保障

除非由「本公司」提出，「閣下」不得要求增加或改變保障。當「閣下」接受「本公司」提出增加或改變保障，更新的保障將不適用於「閣下」已知的任何身體損傷、疾病、症狀或狀況、或可預知的治療，除非更新保障前三十(30)日，有關之重要事實已向「本公司」全面披露並已得到接納。

11. 取消保單

- 由「閣下」提出
「閣下」有權在三十(30)日前向「我們」發出書面通知取消「本保單」。若「閣下」在該保單期內沒有任何索償，「本公司」將按日數比例退還保險期屆滿前已繳付之保費，但須扣除最低不能退還港幣五百元的費用。
- 由「本公司」提出
「本公司」可在三十(30)日前向「閣下」發出通知取消「本保單」，而通知書將寄至「閣下」最後通知的地址。有關取消並不會影響在此發生的任何索償。若在該保單期內沒有任何索償，「我們」將按日數比例退還保險期屆滿前已繳付之保費。

12. 終止保障

保單將在以下情況終止，並以最早發生者為準：

- 任何有關「本保單」保費在到期日未能悉數繳交。如在這段期間有任何索償，尚未繳付的保費將在應付的賠償金額中扣除；
- 在「受保人」已達六十五(65)歲的下一個保單到期日；
- 當「受保人」身故。

13. 其他保障

當索償時有其他保險公司的保單提供相同於「本保單」的保障，「本公司」只會按比例分擔賠償，但此限制不適用於保

障項目第 1 項-住院現金、第 2 項-額外住院現金、第 6 項-醫療事故津貼及第 7 項-意外身故。

14. 雙重保單

「受保人」不得獲得超過一份由「我們」簽發的「住院現金」醫療保障或同類型的保障計劃的保障。倘若「受保人」獲得超過一份這類保單的保障，「我們」將視「受保人」只受保於最高賠償額之保單。「本公司」將會退回其他保單之已收訖保費，而毋須承擔任何責任。

15. 投保資格

除非「本公司」發出書面同意豁免，「投保人」及「受保人」必須為「香港」居民，並持有有效之香港身份證。

16. 更改

- 儘管「本保單」有所規定，如「本保單」或「本公司」受法例、稅制或司法決定的變更影響，「本公司」將按其認為恰當的情況下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。
- 「閣下」簽署之文件中如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/申請的任何資料。

17. 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。

18. 制裁除外條款

「本公司」對於任何承保、支付索償或提供利益會致使「本公司」面臨由聯合國的決議，貿易或經濟制裁或適用於「本公司」的任何司法管轄範圍內的法律法規下的任何制裁、禁止或限制，則不會在此提供承保或有責任去支付任何索償或提供任何利益。

19. 管轄法律

「本保單」遵從「香港」之專有司法管轄權，並按「香港」法律詮釋。

註：此中文譯本只供參考之用，如與英文原文有任何歧異，概以英文本為準。