Annual report
2008/2009年報

保　險　索　償　投　訴　局
The Insurance Claims Complaints Bureau

Annual Report

2008/2009 年報

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Statement of the Chairman

主席報告

30 April 2008 to 30 April 2009

2008年4月30日至2009年4月30日

Mr Michael E Huddart

Chairman

The Insurance Claims Complaints Bureau

保險索償投訴局主席

何達德先生

Statement of the Chairman

It is a pleasure for me to present my first statement to you as Chairman of the Insurance Claims Complaints Bureau (Bureau). I am proud of the smooth and efficient operation of the Bureau in offering policyholders of personal insurance contracts a free claims dispute resolution service. Last year was a challenging year as the number of complaint cases reached a new height of 424 cases (compared to 354 cases in 2007).

Membership

As at 30 April 2009, the Bureau had 115 Members, of whom 97 were Full Members while the remaining 18 were Affiliate Members.

Full Members contribute towards the costs and expenses of running the Bureau by paying an annual subscription. With their financial contributions, the Bureau can continue to provide a free service to assist in resolving insurance claims complaints to the mutual benefit of individual policyholders and their insurers.

The Insurance Claims Complaints Panel

The Complaints Panel is an independent body established under the Bureau. The five-member Complaints Panel is currently chaired by Mr Michael F S Tsui, barrister-at-law. Two of the other four members are from within the insurance industry and the remaining two are non-insurance professionals. The two industry members are Mr Mike S C Lee, representing the Life Insurance Council of the Hong Kong Federation of Insurers (HKFI) and Mr Barry C K Yeung, representing the General Insurance Council of the HKFI. The two non-industry members are Mr Larry L K Kwok, BBS, JP and Mr Paul F Winkelmann, nominated respectively by the Consumer Council and the Hong Kong Institute of Certified Public Accountants. The fact that the majority of members come from the non-insurance industry fully reflected the impartiality and independence of this alternate dispute resolution mechanism.

本人十分榮幸以保險索償投訴局（投訴局）主席的身份，發表首份主席報告，對於投訴局這個專爲個人保險保單持有人提供免費調解糾紛的機制得以順利及有效率地運作，本人感到自豪。去年可說極具挑戰性，投訴局共接獲424宗個案，跟2007年接獲354宗相比，去年創下新高。

會員

以2009年4月30日計，投訴局共有115家會員公司，其中97家屬基本會員，其餘的18家爲附屬會員。

基本會員需要繳交年費，分擔投訴局日常營運開支，投訴局衷心感謝會員公司，全賴他們在財務上的支持，投訴局才能以個人保單持有人和保險公司的共同利益爲目標，繼續提供免費的調解保險索償投訴服務。

保險索償投訴委員會

投訴委員會設於投訴局之下，是一個獨立運作的組織。投訴委員會有五位成員包括：現任主席爲大律師徐福燊先生，兩位來自業界的成員，其餘兩位委員則是非業界的專業人士。業界委員爲香港保險業聯會（保聯）屬下壽險總會代表李少川先生和保聯屬下一般保險總會代表楊超群先生。非業界委員分別爲消費者委員會代表郭琳廣BBS太平紳士和香港會計師公會代表Paul F Winkelmann先生。投訴委員會大部分成員爲非業界人士，反映這個另類調解糾紛機制不偏不倚、獨立不阿。

The objective of the Complaints Panel is to provide independent and impartial adjudication of claims complaints between insurers and policyholders or their beneficiaries. The decisions of the Complaints Panel are binding on Members of the Bureau, without any right of appeal. However, if the Complaints Panel rules the complaint unsubstantiated and supports the insurer's decision to decline the claim, the complainant can seek legal action if he/she so desires. His/her legal rights are not affected by the decision of the Complaints Panel. Currently, the jurisdiction limit of the Complaints Panel is HK$800,000.

投訴委員會的宗旨是爲保險公司與保單持有人或其受益人之間的索償投訴，提供獨立和不偏不倚的判決。投訴委員會的裁決對投訴局會員有約束力，會員並無上訴權。但是如果投訴委員會裁定投訴不成立，贊同保險公司拒絕賠償的決定，投訴人仍然有權訴諸法律途徑，投訴委員會的裁決不會影響其法律權益。現時，投訴委員會可裁決的限額爲80萬港元。

Honorary Secretaries

名譽顧問

The duty of Honorary Secretaries is to review complaint cases and to give their expert and professional opinions to the Complaints Panel for reference. The Complaints Panel values very much the opinions of the Honorary Secretaries and will take into account their views when adjudicating complaints cases.

名譽顧問的職責是審理投訴個案，向投訴委員會提供專業意見，以作參考。投訴委員會非常重視名譽顧問的意見，並會於審理投訴個案時，一併考慮他們的意見。

The number of Honorary Secretaries has dropped significantly. Compared with 50 last year, the Bureau has altogether 44 Honorary Secretaries to date, comprising 26 from the general business and 18 from the life business.

名譽顧問的數目明顯減少，與去年的50位相比，投訴局現有44位名譽顧問，包括：26位從事一般保險業務及18位專責人壽保險業務。

In order to continue the smooth operation of the Bureau and to alleviate the workload of the Honorary Secretaries, I would like to take this opportunity to appeal to all Authorized Representatives of Full Members to render support by registering themselves as Honorary Secretaries or delegating their senior officers as alternates.

爲有效維持投訴局的運作順利及減輕名譽顧問的工作量，我促請所有基本會員的授權代表加入名譽顧問的行列，或委派高級職員爲替任代表，支持投訴局的工作。

Briefing Sessions for Members

會員簡介會

To strengthen communications with officers of Member Companies responsible for handling ICCB matters, the Bureau Secretariat has conducted briefing sessions for these officers on the ICCB structure, mode of operation and procedures for handling cases. Altogether, 10 briefing sessions were conducted during the last year. Feedback from the participants was positive.

爲加强與會員公司的溝通，投訴局秘書處向個別會員公司負責處理投訴局事宜的職員舉辦簡介會，介紹投訴局的組織架構、運作方式及處理個案的程序。去年共舉辦了10次簡介會，參加的會員公司代表反應十分正面。

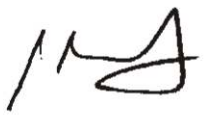
Acknowledgement

On behalf of the General Committee, I would like to convey our sincere appreciation to all Members of the Complaints Panel for their tireless efforts and remarkable commitment during the year. A special vote of thanks is due to Mr Michael F S Tsui, Mr Larry L K Kwok, BBS, JP, Mr Mike S C Lee, Mr Paul F Winkelmann and Mr Barry C K Yeung.

To my fellow General Committee Members, Ms Agnes H K Choi, Mrs Agnes K O Koon, Mr Roger D Steel, Mr Glenn Williams, Mr James C K Wong and Mr K H Wong, I am most grateful for their unfailing support and wise counsel.

I would also like to express my heartfelt appreciation to all the Honorary Secretaries who have volunteered their precious time and expertise so generously in support of our work.

Lastly, I want to thank all of our Member Companies for their support and co-operation and the Bureau Secretariat and the staff of the HKFI for their dedication and hard work during the year.



Michael Huddart
Chairman
30 April 2009

鳴謝

謹代表理事會全仁向投訴委員會委員徐福燊先生、郭琳廣BBS太平紳士、李少川先生、Paul F Winkelmann先生及楊超群先生致以衷心謝忱，感謝他們過去一年不辭勞苦、勇於承擔。

本人衷心感謝理事會理事蔡香君女士、管胡金愛女士、盧德隆先生、Glenn Williams先生、王建國先生及王覺豪先生戮力支持和指點提撥。

謹此向所有名譽顧問致謝，多謝他們慷慨地貢獻寶貴的時間及資源出任名譽顧問，以支持投訴局的工作。

最後，本人感謝投訴局所有會員鼎力支持及衷誠合作。與此同時，多謝投訴局秘書處及保聯所有員工過去一年克盡厥職。

主席
何達德
2009年4月30日

List of Office-bearers

理事、委員、名譽顧問名錄

30 April 2008 to 30 April 2009

2008年4月30日 至2009年4月30日

List of Office-bearers

General Committee 理事會

Chairman 主席

Mr Michael E Huddart
何達德先生

Members 理事

Ms Agnes H K Choi
蔡香君女士

Mrs Agnes K O Koon
管胡金愛女士

Mr Roger D Steel
盧德隆先生

Mr Glenn Williams
Glenn Williams先生

Mr James C K Wong
王建國先生

Mr K H Wong
王覺豪先生

The Insurance Claims Complaints Panel 保險索償投訴委員會

Chairman 主席

Mr Michael F S Tsui
Barrister-at-law
徐福燊先生
大律師

Members 委員

Mr Larry L K Kwok, BBS, JP
Consumer Council
郭琳廣 BBS太平紳士
消費者委員會

Mr Mike S C Lee
Life Insurance Council of the HKFI
李少川先生
保聯壽險總會

Mr Paul F Winkelmann
Hong Kong Institute of Certified Public Accountants
Paul F Winkelmann先生
香港會計師公會

Mr Barry C K Yeung
General Insurance Council of the HKFI
楊超群先生
保聯一般保險總會

Honorary Secretaries

Mr Denny Y L Chan	
Mr James C Y Chan	
Mr Simon K Chan	
Mr K P Cheng	
Mr M K Cheng	
Mr Simon Y K Cheng	
Ms Sophia S F Chiu	(resigned on 22/09/2008)
Ms Agnes H K Choi	
Ms Vivian L C Choi	
Mr Andrew Y M Chow	
Mr K Y Chow	
Ms Mandy N C Chow	(resigned on 05/01/2009)
Mr Alex W Y Chu	
Ms Ann Coughlan	
Mr Peter G Ford	
Ms Joanna Fu	
Mr K P Fu	(resigned on 03/11/2008)
Mr Eric L P Fung	(resigned on 01/06/2008)
Ms Peggy K H Fung	
Mr S K Ho	
Mr Michael E Huddart	
Mr Chris K K Ip	
Mr Vineet Kumar	
Mr Andy W H Kwok	
Mr Y M Lai	
Mr Mike S C Lee	
Mr Alvin C H Li	
Mr Stephen N W Lo	
Mr Jecky S W Lui	
Mr Anthony S L Mak	

名譽顧問

陳用樑先生	
陳自然先生	
陳坤先生	
鄭國屏先生	
鄭文光先生	
鄭銳强先生	
趙淑芬女士	(22/09/2008退任)
蔡香君女士	
蔡靈芝女士	
周耀明先生	
周家彥先生	
周雅珍女士	(05/01/2009退任)
朱永耀先生	
郭蔚霖女士	
Peter G Ford先生	
傅翠霞女士	
傅佳濱先生	(03/11/2008退任)
馮立邦先生	(01/06/2008退任)
馮潔荇女士	
何少强先生	
何達德先生	
葉家駒先生	
Vineet Kumar先生	
郭渭洪先生	
賴遠文先生	
李少川先生	
李哲恒先生	
盧乃惠先生	
呂新榮先生	
麥杜良先生	

List of Office-bearers

Mr N R Modi		N R Modi先生	
Mr M T Ng		吳文棠先生	
Mr Ronnie W F Ng		伍榮發先生	
Mr Jimmy W F Poon		潘榮輝先生	
Mr Mark Shortland		Mark Shortland先生	
Mr Ivan K W Tam		譚國榮先生	
Ms Tammy M F Tam	(resigned on 01/01/2009)	譚媚芳女士	(01/01/2009退任)
Mr K Y To		杜覺英先生	
Ms Eugenia Y C Tsui		徐緣珍女士	
Mr Robert L Valitchka		Robert L Valitchka先生	
Mr Des Walsh		Des Walsh先生	
Mr Patrick C T Wan		尹志德先生	
Mr Mark Wearmouth	(resigned on 31/03/2009)	Mark Wearmouth先生	(31/03/2009退任)
Ms Connie Y P Wong		王劉玉屏女士	
Mr Harry K T Wong		黃國添先生	
Mr James C K Wong		王建國先生	
Mr K H Wong		王覺豪先生	
Mr George K P Yan		甄健沛先生	
Mr Barry C K Yeung	(resigned on 11/09/2008)	楊超群先生	(11/09/2008退任)
Mr Thomson W W Yeung		楊永華先生	
Mr Allan K N Yu		余健南先生	

Members List

會員名錄

As at 30 April 2009

於2009年4月30日

Members List

Full Members

ACE Insurance Limited
Allianz Insurance (Hong Kong) Limited
Allied World Assurance Company Limited

American Home Assurance Company
American International Assurance Company (Bermuda) Limited
Anglo Starlite Insurance Company Limited
Asia Insurance Company Limited
Assicurazioni Generali SpA
Aviva Life Insurance Company Limited
AXA China Region Insurance Company (Bermuda) Limited
AXA Corporate Solutions Assurance
AXA General Insurance Hong Kong Limited
Bank of China Group Insurance Company Limited
BEA Life Limited
Blue Cross (Asia-Pacific) Insurance Limited
BOC Group Life Assurance Company Limited
Bupa (Asia) Limited
CAF International Insurance Company Limited
California Insurance Company Limited
Canadian Insurance Company Limited
Chevalier Insurance Company Limited
China BOCOM Insurance Company Limited
China Life Insurance (Overseas) Company Limited
Hong Kong Branch
China Merchants Insurance Company Limited
China Overseas Insurance Limited
China Pacific Insurance Company (Hong Kong) Limited
China Ping An Insurance (Hong Kong) Company Limited
Chong Hing Insurance Company Limited
CIGNA Worldwide General Insurance Company Limited
CIGNA Worldwide Life Insurance Company Limited

基本會員

安達保險有限公司
安聯保險(香港)有限公司
Allied World Assurance Company
Limited
美安保險公司
美國友邦保險(百慕達)有限公司
星輝保險有限公司
亞洲保險有限公司
忠利保險有限公司
英傑華人壽保險有限公司
國衛保險(百慕達)有限公司
AXA Corporate Solutions Assurance
安盛保險有限公司
中銀集團保險有限公司
東亞人壽保險有限公司
藍十字(亞太)保險有限公司
中銀集團人壽保險有限公司
保柏(亞洲)有限公司
農銀國際保險有限公司
加洲保險有限公司
加拿大保險有限公司
其士保險有限公司
中國交銀保險有限公司
中國人壽保險(海外)股份
有限公司香港分公司
招商局保險有限公司
中國海外保險有限公司
中國太平洋保險(香港)有限公司
中國平安保險(香港)有限公司
創興保險有限公司
信諾環球保險有限公司
信諾環球人壽保險有限公司

Clerical Medical Investment Group Limited	Clerical Medical Investment Group Limited
Concord Insurance Company Limited	合群保險有限公司
Crown Life Insurance Company	皇冠人壽
Dah Sing Insurance Company Limited	大新保險有限公司
Dah Sing Life Assurance Company Limited	大新人壽保險有限公司
Desjardins Financial Security Life Assurance Company	Desjardins Financial Security Life Assurance Company
Falcon Insurance Company (Hong Kong) Limited	富勤保險(香港)有限公司
Federal Insurance Company	聯邦保險公司
First American Title Insurance Company	First American Title Insurance Company
Fortis Insurance Company (Asia) Limited	富通保險(亞洲)有限公司
Friends Provident International Limited	友誠國際有限公司
GAN Assurances IARD	GAN Assurances IARD
Generali International Limited	Generali International Limited
Hang Seng General Insurance (Hong Kong) Company Limited	恒生財險(香港)有限公司
Hang Seng Insurance Company Limited	恒生保險有限公司
HDI – Gerling Industrie Versicherung AG	HDI – Gerling Industrie Versicherung AG
Hong Kong Life Insurance Limited	香港人壽保險有限公司
Hong Leong Insurance (Asia) Limited	豐隆保險(亞洲)有限公司
HSBC Insurance (Asia) Limited	匯豐保險(亞洲)有限公司
HSBC Life (International) Limited	匯豐人壽保險(國際)有限公司
ING General Insurance Company Limited	安泰保險有限公司
ING Life Insurance Company (Bermuda) Limited	安泰人壽保險(百慕達)有限公司
Kono Insurance Limited	工安保險有限公司
Liberty International Insurance Limited	利寶國際保險有限公司
Lloyd's	勞合社
Manulife (International) Limited	宏利人壽保險(國際)有限公司
MassMutual Asia Limited	美國萬通保險亞洲有限公司
MetLife Limited	大都會人壽保險有限公司
Metropolitan Life Insurance Company of Hong Kong Limited	美商大都會人壽保險香港有限公司
Min Xin Insurance Company Limited	閩信保險有限公司

Members List

The Ming An Insurance Company (China) Limited Hong Kong Branch	民安保險(中國)有限公司 香港分公司
The Ming An Insurance Company (Hong Kong) Limited	香港民安保險有限公司
MSIG Insurance (Hong Kong) Limited	MSIG Insurance (Hong Kong) Limited
The New India Assurance Company Limited	新印度保險有限公司
New York Life Insurance Worldwide Limited	紐約人壽環球保險有限公司
Nipponkoa Insurance Company (Asia) Limited	日本興亞保險(亞洲)有限公司
The Pacific Insurance Company Limited	太平洋保險有限公司
Paofoong Insurance Company (Hong Kong) Limited	寶豐保險(香港)有限公司
The People's Insurance Company of China (Hong Kong), Limited	中國人民保險(香港)有限公司
Phoenix Life Limited	Phoenix Life Limited
Pioneer Insurance & Surety Corporation	信孚保險有限公司
Principal Insurance Company (Hong Kong) Limited	美國信安保險有限公司
The Prudential Assurance Company Limited	英國保誠保險有限公司
QBE Hongkong & Shanghai Insurance Limited	昆士蘭聯保保險有限公司
Royal & Sun Alliance Insurance plc	皇家太陽聯合保險有限公司
Royal Skandia Life Assurance Limited	萊斯基亞
Scottish Mutual International plc	Scottish Mutual International plc
Scottish Provident International Life Assurance Limited	Scottish Provident International Life Assurance Limited
The Sincere Insurance and Investment Company Limited	先施保險置業有限公司
Sompo Japan Insurance Inc	Sompo Japan Insurance Inc
Sompo Japan Insurance (Hong Kong) Company Limited	Sompo Japan Insurance (Hong Kong) Company Limited
Standard Life (Asia) Limited	標準人壽保險(亞洲)有限公司
Sun Hung Kai Properties Insurance Limited	新鴻基地產保險有限公司
Sun Life Hong Kong Limited	香港永明金融有限公司
Target Insurance Company Limited	泰加保險有限公司
The Tokio Marine & Fire Insurance Company (Hong Kong) Limited	東京海上火災保險(香港)有限公司
Transamerica Life (Bermuda) Limited	全美人壽百慕達
Transamerica Life Insurance Company	全美人壽保險公司

Trinity General Insurance Company Limited
Tugu Insurance Company Limited
United Builders Insurance Company Limited
UOB Insurance (Hong Kong) Limited
Wing Hang Zurich Insurance Company Limited
Wing Lung Insurance Company Limited
XL Insurance Company Limited
Zurich Assurance Limited
Zurich Insurance Company

三聯保險有限公司
德高保險有限公司
建安保險有限公司
大華保險
永亨蘇黎世保險有限公司
永隆保險有限公司
XL Insurance Company Limited
蘇黎世人壽
蘇黎世保險

Affiliate Members

附屬會員

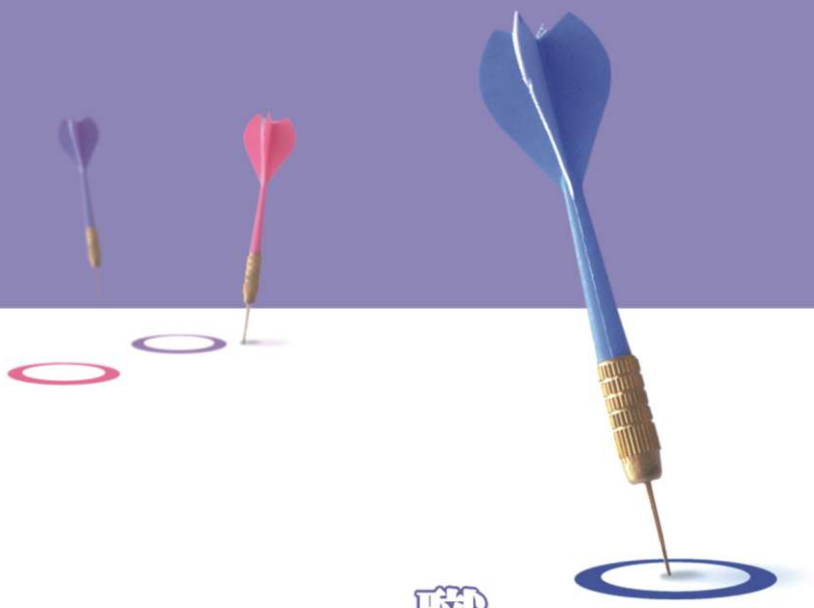
American International Assurance Company Limited
AXA China Region Insurance Company Limited
AXA (Hong Kong) Life Insurance Company Limited
AXA Life Insurance Company Limited
AXA Wealth Management (Hong Kong) Limited
Canada Life Limited
CMI Insurance Company Limited
The Manufacturers Life Insurance Company
Mitsui Sumitomo Insurance Company Limited
National Union Fire Insurance Company of Pittsburgh, Pa

New Hampshire Insurance Company
The Pacific Life Assurance Company Limited
Phoenix and London Assurance Limited

The Sincere Life Assurance Company Limited
The Symbol Underwriters Limited
Tokio Marine and Nichido Fire Insurance Company Limited
Zurich International Life Limited
Zurich Life Insurance Company Limited

美國友邦保險有限公司
國衛保險有限公司
國衛(香港)人壽保險有限公司
安盛人壽保險有限公司
安盛財富管理(香港)有限公司
Canada Life Limited
誠美國際保險有限公司
宏利人壽保險有限公司
三井住友海上火災保險株式會社
National Union Fire Insurance Company of Pittsburgh, Pa
New Hampshire Insurance Company
太平洋人壽保險有限公司
Phoenix and London Assurance Limited
先施人壽保險有限公司
先寶保險有限公司
東京海上日動火災保險株式會社
Zurich International Life Limited
蘇黎世人壽保險有限公司

Terms of Reference



職權範圍

1. The complaint is claim-related.
   投訴與索償有關。

2. The claim amount does not exceed HK$800,000*.
   索償金額不得超過80萬港元*。

3. The insurer concerned is a Bureau Member.
   涉案保險公司屬投訴局會員。

4. The policy concerned is a personal insurance policy.
   涉案保單屬個人保險類別。

5. The complaint is filed by a policyholder/beneficiary/rightful claimant.
   投訴人爲保單持有人／受益人／合法索償人。

6. The policyholder must be a resident in Hong Kong.
   涉案保單持有人必須爲香港居民。

7. The insurer concerned has made its final decision on the claim.
   涉案保險公司已對索償申請作出最終賠償決定。

8. The complaint is filed with the Bureau within six months from the day of notification by the insurer of its final decision.
   投訴人必須於接獲保險公司最終賠償決定的六個月內向投訴局作出書面投訴。

9. The dispute in question does not arise from industrial, commercial or third party insurance.
   索償糾紛並不涉及工業、商業或第三者保險。

10. The claim is not subject to legal proceedings or arbitration.
    索償案件並非正在進行法律程序或仲裁。

* *If an insured holds multiple policies, the aggregate amount of the individual claims involved should not exceed HK$800,000 should the causes of claims be identical or similar. As regards long-tail and periodic claims, the total claim amount, calculated up to a period of five years, should not exceed HK$800,000.*

如果被保人持有多份保單，而要求賠償的原因相同或類同，則索償總額以不超過80萬港元爲限；如果索償涉及長期和定期賠償，則合計五年的索償總額不得超過80萬港元。

Complaints Handling Procedures

處理投訴步驟

1. Any Complaint received by the Bureau shall be screened by the Bureau Secretary who must first be satisfied that there is some substance in the Complaint, and that the Complaint falls within the Terms of Reference of the Bureau.

2. The Bureau shall refer the Complaint to the Member for a reply. Unless the Member settles the Complaint, or the Complaint is determined to be groundless at this stage by the Bureau, the Bureau shall pass the Complaint to three Honorary Secretaries for their opinions in accordance with the rules, practice and procedures regarding the handling of Complaints determined by the Complaints Panel and Article 82 of the *Articles of Association* of the Bureau.

3. Following receipt of the advisory reports from the Honorary Secretaries in relation to any Complaint, the Bureau shall refer any recommendation for settlement to the Member for reconsideration. Unless the Member settles the Complaint at this stage, the Bureau shall pass the Complaint together with the advisory reports of the Honorary Secretaries to the Complaints Panel for final determination.

4. Following any meeting or hearing of a Complaint, the Complaints Panel may upon resolution by the members of the Complaints Panel facilitate the satisfactory settlement or withdrawal of the Complaint by making an Award against the Member against whom the Complaint is made, or making a recommendation, or dismissing the Complaint.

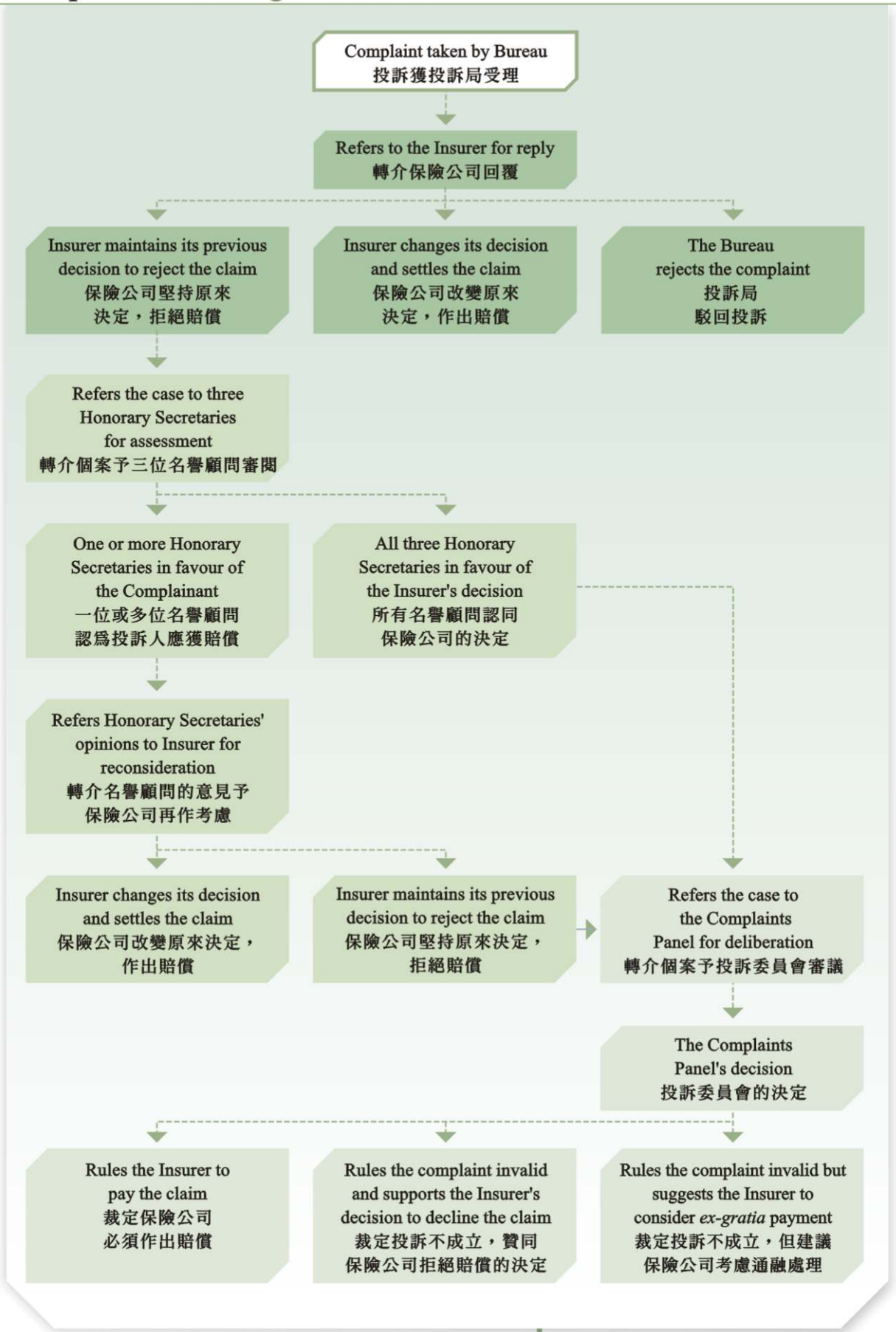
1. 投訴局接獲的每宗投訴必須經由投訴局秘書篩選，他必須同意投訴有實質內容，而且在投訴局的職權範圍之內。

2. 投訴局必須轉介投訴予會員公司回覆，除非會員公司在這個階段作出賠償，或投訴局確定投訴並無理據，否則投訴局會將投訴轉介三位名譽顧問，要求他們根據投訴委員會審理投訴的規則、慣例、步驟，以及投訴局《公司章程》第82條的規定提交意見。

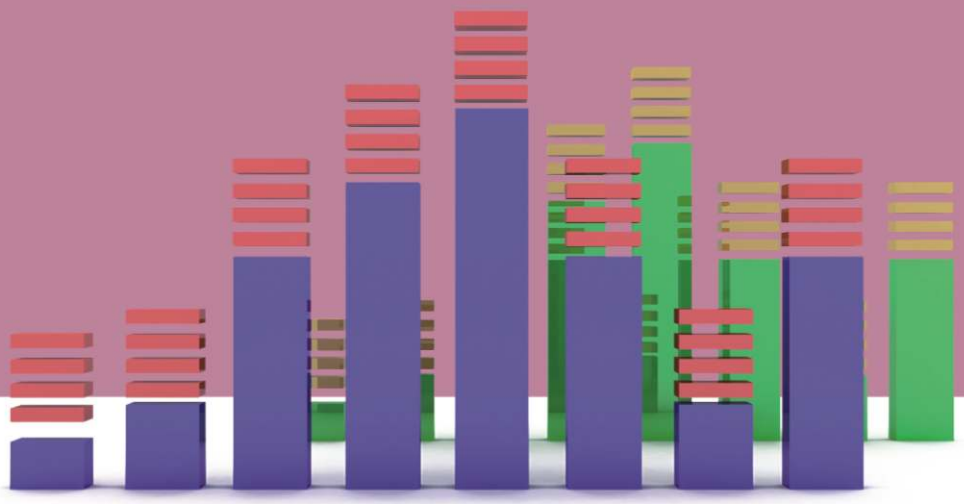
3. 投訴局接獲名譽顧問的意見後，會將建議賠償的意見轉介涉案會員公司再作考慮。除非會員公司於這個階段作出賠償，否則投訴局必須將投訴連同名譽顧問的意見，一併轉介投訴委員會作最終裁決。

4. 經開會審議或聆訊投訴後，投訴委員會可通過表決，裁定被投訴的會員公司必須作出賠償、提出建議或駁回投訴，以便圓滿解決或撤銷投訴。

Complaints Handling Procedures



Statistics



統計數字

1 January to 31 December 2008

2008年1月1日至12月31日

Statistics

The Bureau received 424 complaint cases in 2008, which was a 19.8% increase over the previous year. The main categories of complaints included application of policy terms, non-disclosure, excluded items, amount of indemnity and breach of warranties or policy conditions (see figures 1 and 4). Amongst various types of personal insurance products, hospitalization/medical, life/critical illness and personal accident/disability insurance policies constituted the first three largest categories of claim disputes (see figure 2).

The Bureau handled a total of 484 cases in 2008, of which 424 were new cases and 60 cases were brought forward from 2007. Out of these 484 cases, 129 were dismissed because they did not fall within the terms of reference of the Bureau. Of the remaining 355 cases, 298 were closed while the balance of 57 cases were carried forward to 2009 (see table 1).

Amongst the 298 cases closed, 36 were mutually settled between the insurers and the complainants through the auspices of the secretariat without having to be heard by the Complaints Panel. There were no *prima facie* evidence in 151 cases and 44 cases were withdrawn by the claimants. The remaining 67 cases (22.5%) were presented to the Complaints Panel for deliberation (see figure 3). The Complaints Panel ruled in favour of the complainant in 13 cases and upheld the insurer's decision in 54 cases (see figure 5).

In total, 49 complainants received an aggregate of HK$2.14 million claims compensation from insurance companies, of which HK$790,000 was awarded by the Complaints Panel. The highest award in a single case was HK$390,000 and the aggregate claim amount involved in the 67 cases deliberated by the Complaints Panel totalled HK$5.16 million.

投訴局於2008年共接獲424宗投訴個案，比去年增加19.8%，糾紛主要涉及保單條款的詮釋、沒有披露事實、不保事項、賠償金額和違反保證條款或保單條件（見圖一及四）。在眾多個人保險產品中，引起最多索償糾紛的三類保險產品分別是住院／醫療保險、人壽／危疾保險及個人意外／傷殘保險（見圖二）。

投訴局年內共處理了484宗投訴個案，其中424宗是新接獲的個案，而60宗是2007年尚未審結的個案。在484宗已處理的投訴個案中，有129宗超出投訴局的職權範圍，至於其餘的355宗受理個案中，有298宗已經審結，餘下的57宗尚未結案，須留待2009年處理（見表一）。

在298宗已審結的個案中，有36宗個案在秘書處調停下，保險公司與索償人達成和解，毋須轉交投訴委員會處理。另151宗表面證據不成立、44宗的索償人撤銷投訴。餘下的67宗個案（22.5%），則交由投訴委員會審理（見圖三）。投訴委員會裁定13宗個案的投訴人得直，獲得賠償，而贊同保險公司賠償決定的個案則有54宗（見圖五）。

共有49位投訴人獲得保險公司賠償，涉及的賠償額達214萬港元，而其中79萬港元是投訴委員會裁定投訴人得直的賠償額，單一宗個案的最高賠償金額爲39萬港元。投訴委員會審理的67宗個案涉及的索償總額爲516萬港元。

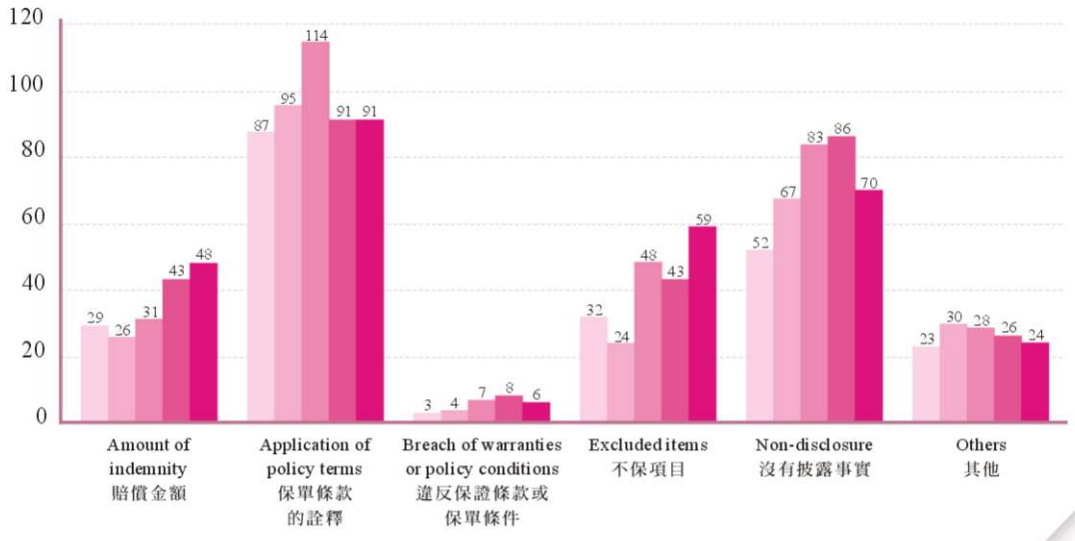
Summary of Complaints Handled
處理的投訴個案概覽

Table 1 表一

	2004	2005	2006	2007	2008
Cases brought forward 承接上年度尚未審結的個案	59	60	93	73	60
Cases received 新接獲的個案	292	344	392	354	424
Cases handled 年內處理的個案	351	404	485	427	484
Outside Terms of Reference 超逾職權範圍的個案	65	65	101	70	129
Cases closed 審結的個案	226	246	311	297	298
Cases carried forward 留待來年處理的個案	60	93	73	60	57

Nature of Complaints Closed
結案投訴類別

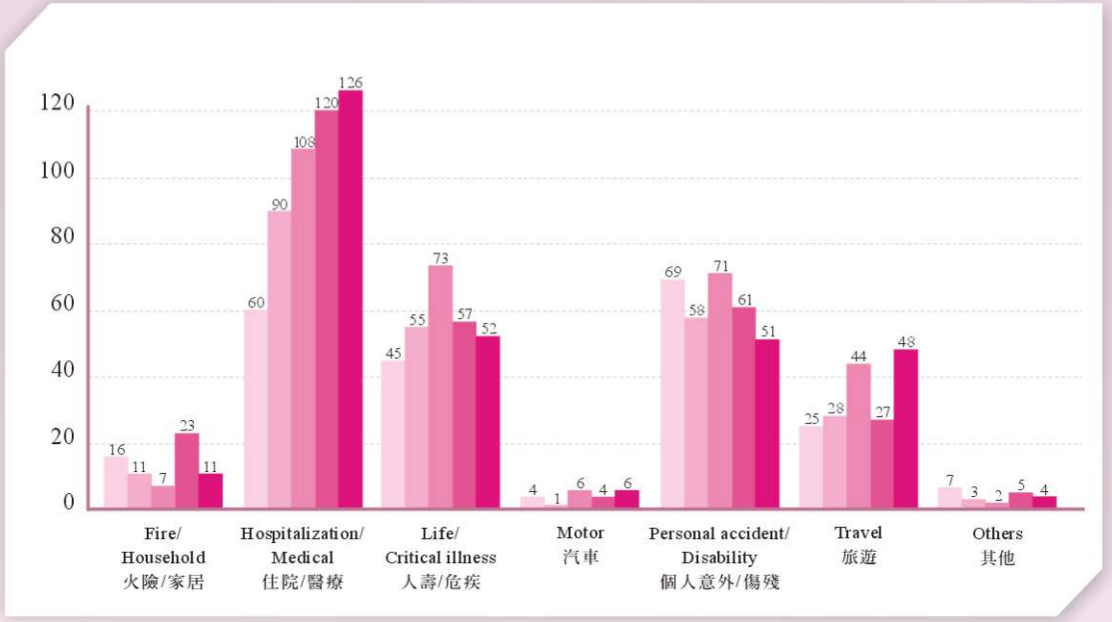
Figure 1 圖一



	2004	2005	2006	2007	2008
Total 總數	226	246	311	297	298

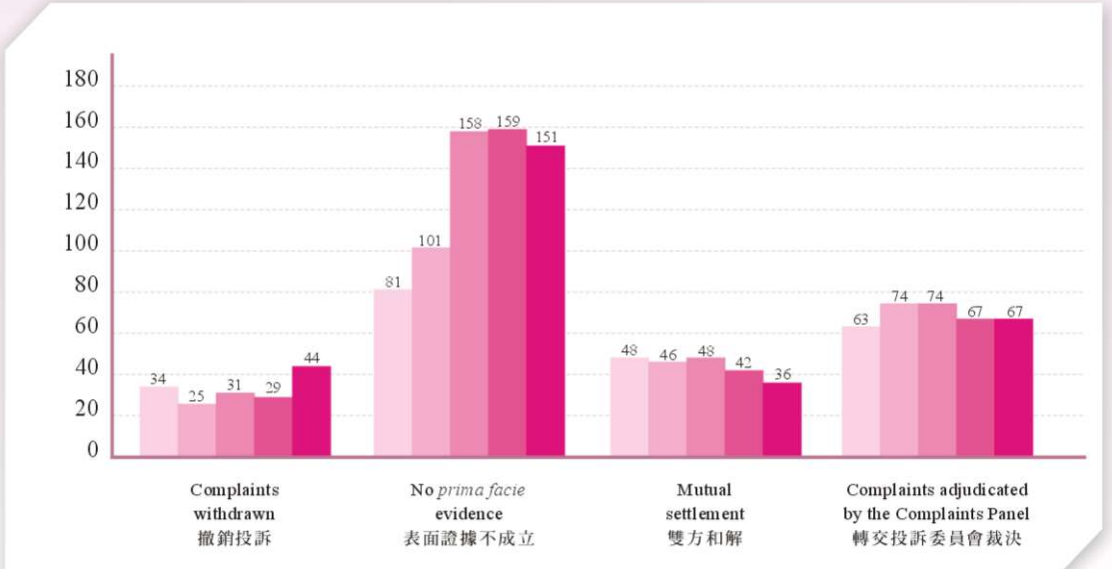
Types of Policies
保單類別

Figure 2 圖二



Outcome of Cases Closed
結案分類

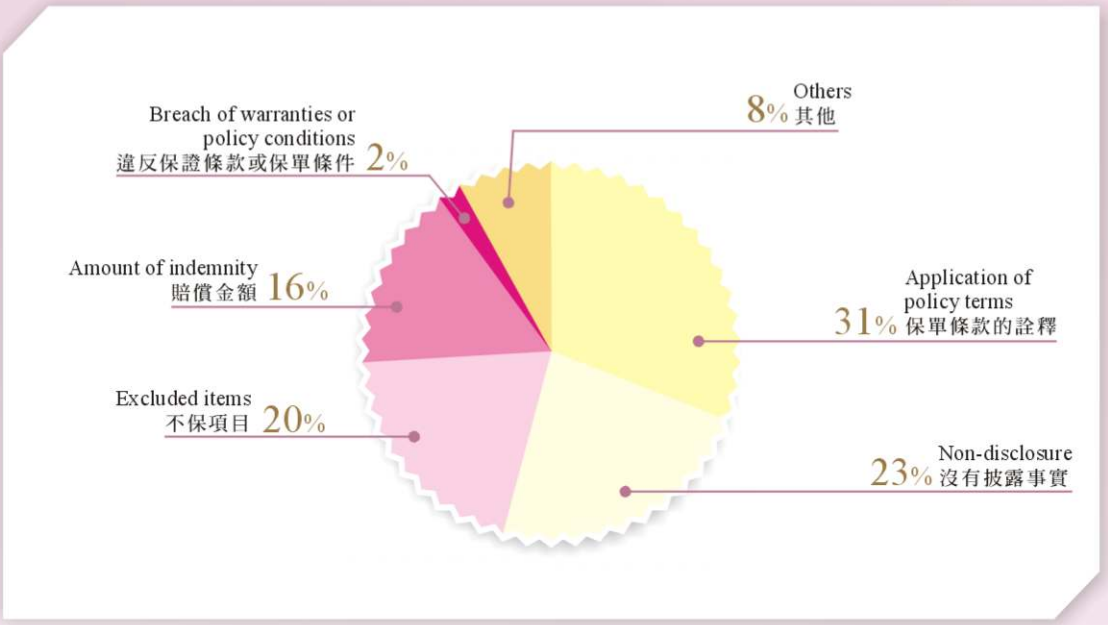
Figure 3 圖三



	2004	2005	2006	2007	2008
Total 總數	226	246	311	297	298

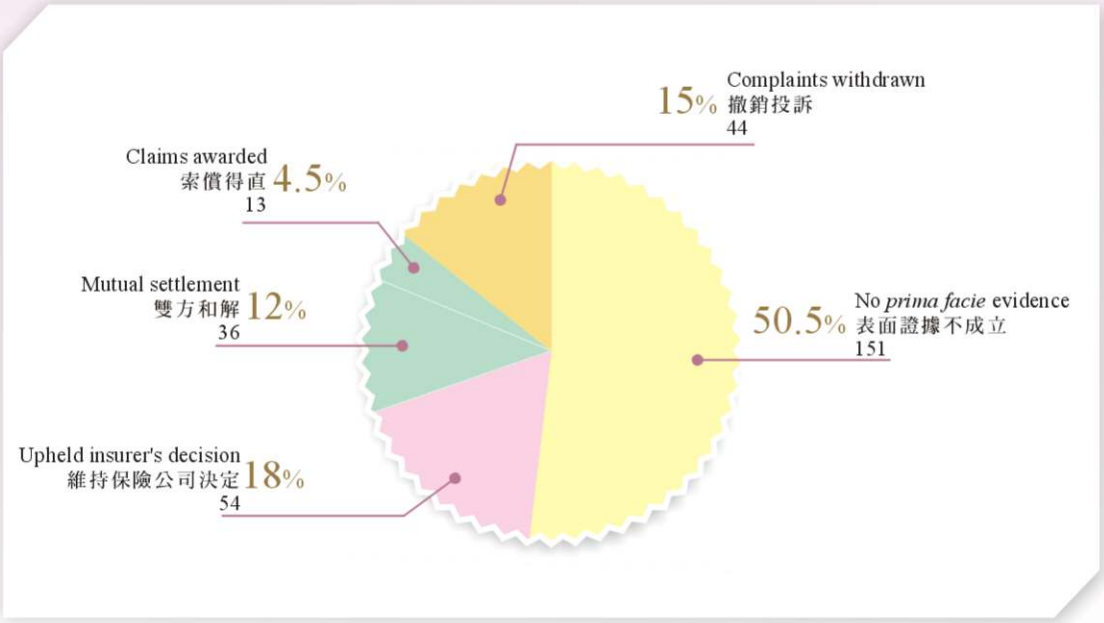
Nature of Complaints Closed in 2008
2008年結案投訴類別

Figure 4 圖四



Outcome of Cases Closed in 2008
2008年結案分類

Figure 5 圖五



Total 總數	298

Powers of the Complaints Panel

投訴委員會的權力

Mr Michael F S Tsui

Chairman

The Insurance Claims Complaints Panel

保險索償投訴委員會主席

徐福燊先生

Powers of The Complaints Panel

According to Articles 82(a) & (b) of *Articles of Association* of the Bureau, the Complaints Panel, in making its ruling, 'shall have regard to and act in conformity with the terms of the relevant policy, general principles of good insurance practice, any applicable rule of law or judicial authority; and any codes and guidelines issued from time to time by the HKFI or the Bureau. In respect of the terms of the policy contract, these shall prevail unless they would, in the view of the Complaints Panel, produce a result that is unfair and unreasonable to the complainant'. In other words, the Complaints Panel, in making a ruling, is given the power by its Members to look beyond the strict interpretation of policy terms.

As far as good insurance practice is concerned, the Complaints Panel relies heavily on the expected standards set out in the *Code of Conduct for Insurers* published by the HKFI, with particular reference to "Part III: Claims" the first requirement of the section states, 'Insurers should seek to handle all claims efficiently, speedily and fairly'. As such, as to whether or not an insurer has acted fairly in the settlement of claims is subject to the scrutiny of the Complaints Panel.

In the deliberation of complaints, the Complaints Panel often faces the arduous task of balancing evidence submitted by one party against the other, without the benefit of exhaustive examination and cross-examination as in a proper court of law. In order to achieve what would be a fair and reasonable solution to the complainant, the Complaints Panel would carefully consider the merits of each case before making a ruling. This unfettered power of the Complaints Panel is reflected in Article 82(c) of the *Articles of Association*, which stipulates that the Complaints Panel shall not be bound by its previous decisions.

投訴委員會的權力

保險索償投訴局《公司章程》第82條（a）、（b）款規定，投訴委員會裁決時「必須尊重及遵守保險合約條款、優良保險慣例的原則、任何適用法例或司法機構法規、保聯或投訴局不時頒布的守則及指引。除非投訴委員會認爲履行有關保險合約條款的後果對投訴人既不公道，又不合理，否則必須以保險合約條款爲準」。換言之，投訴委員會獲會員賦予權力，裁決時可考慮個案涉及的其他事宜，毋須死硬詮釋保單條款。

投訴委員會界定何謂優良保險慣例時，會參照保聯編製的《承保商專業守則》列舉的預期水平，尤以「第三章：索償」爲主，其首要條文是「承保商應迅速、快捷及公道地處理索償」。有鑑於此，投訴委員會會仔細查究承保商處理賠償時是否公道。

由於投訴委員會並非如正規法庭般運作，只能從控辯雙方提交的證據取得平衡，不能巨細畢究及盤問控辯雙方，故此審理個案時經常面對嚴峻考驗。爲求判決公道和合理，投訴委員會會小心考慮每宗個案的曲直是非，方行裁決。《公司章程》第82條（c）款賦予投訴委員會彈性斷案的權力，說明投訴委員會的裁決並不囿於以往案例。

Chairman 主席

1. Mr Michael F S Tsui
徐福燊先生

Members 委員

2. Mr Larry L K Kwok, BBS, JP
郭琳廣BBS太平紳士

3. Mr Barry C K Yeung
楊超群先生

4. Mr Mike S C Lee
李少川先生

5. Mr Paul F Winkelmann
Paul F Winkelmann先生

Members of the Complaints Panel attend the media conference on 18 March 2009.
投訴委員會委員出席2009年3月18日的新聞發布會。

Case Review

個案分析

1 January to 31 December 2008

2008年1月1日至12月31日

NON-DISCLOSURE

Case 1

The Complaint

The insured effected a life policy with a hospitalization benefit. Four months later, the insured was admitted to hospital for retinal holes and retinal degeneration. She then lodged a hospitalization claim to the insurer. However, her claim was rejected by the insurer on the basis of material non-disclosure.

Findings of the Complaints Panel

The Complaints Panel noted from the consultation records of the attending hospital that the insured had suffered from high myopia (1,600 for right eye and 1,800 for left eye) six years ago and was referred to attend regular follow-up since then. She was advised to stop wearing contact lens due to corneal surface problem. However, the insured had failed to disclose the aforesaid medical information at the time of policy application.

The insured alleged that her insurance agent had not asked for her past medical history other than the hospitalization record at the time of policy application. Since she had not been admitted to hospital for high myopia, she had not disclosed the details of her outpatient follow-up but only declared in the policy application form the history of gastroenteritis and syncope which occurred two years ago and a pap smear performed one year ago with normal result. The policy was then issued at a standard rate.

Ruling of the Complaints Panel

The Complaints Panel agreed that the non-disclosed information was material. It therefore ruled that the insurer's decision to decline the insured's claim for the hospitalization benefit, totaling about HK$16,000, on the ground of material non-disclosure was appropriate.

沒有披露事實

個案 1

投訴內容

受保人投購了附加住院保障的人壽保單，四個月之後，受保人因視網膜裂孔和視網膜退化入院，及後她向保險公司索償住院開支，但被保險公司拒絕，理由是受保人沒有披露重要事實。

投訴委員會的調查結果

投訴委員會從受保人就診的醫院發出的醫療報告中得悉，受保人的近視極深，六年前，左、右眼的近視度數分別爲1,800度和1,600度，一直需要定期進行檢查，並曾因角膜表面出現問題而被建議停止配戴隱型眼鏡。但是受保人在申請投保時，並沒有披露該等資料。

受保人辯稱在投保時，她的保險代理只向她查詢入院紀錄，但並沒有問及過往的病歷。由於她並沒有因深近視而入院，所以她並沒有披露有關定期門診檢查的詳細資料，只是在申請書上填報曾於兩年前患上腸胃炎和有暈厥，以及於一年前進行柏氏抹片檢查，而結果正常。保單隨後獲批，並以標準費率計算保費。

投訴委員會的裁決

投訴委員會同意受保人沒有披露的事實非常重要，因此裁定保險公司以沒有披露重要事實爲由，拒絕賠償受保人的住院索償的決定恰當，涉及金額16,000港元。

Message from the Complaints Panel

Given that insurance contracts are based on trust, the insurer trusts the policyholder to give precise and true details of the subject matter to be insured. This is called "the principle of Utmost Good Faith". The nature of the subject matter of insurance and the circumstances pertaining to it are facts within the knowledge of the insured. Insurers, on the other hand, are not aware of these facts unless the insured tells them. The policyholder, therefore, should always take care to tell the whole truth. Non-disclosure arises when an applicant for an insurance policy fails to disclose on the application form facts within his actual or presumed knowledge. It should be noted that the information given by an applicant on the application form has great impact on the insurer's underwriting assessment. From the information given on the application form, the insurer can identify high-risk features and decide whether or not to take the risk and at what premium and terms.

The decision as to whether a piece of medical information is important in underwriting lies with the insurer, not the applicant. An insurance agent is not trained as a professional underwriter. An applicant should not rely solely on his/her insurance agent on whether a piece of information is material. One should always bear in mind that non-disclosure can result in policy repudiation and claim rejection. In order to avoid unnecessary claims disputes, an applicant should disclose all information fully and accurately when filling in the application form. If in doubt as to whether a fact is material, it is better to disclose it.

Case 2

The Complaint

The complainant was hospitalized in a private hospital seven months after she had taken out a life policy with hospitalization and hospital income benefits. She was diagnosed as suffering from gastritis and oesophagogastroduodenoscopy was performed during her confinement. Her hospitalization claim was declined by the

投訴委員會的意見

保險合約建基於信任，保險公司信任保單持有人會對投保事項提供準確和眞實的資料，此之謂「最高誠信原則」。投保事項的性質、與之相關的各種狀況，均是被保人認知範圍內的事實，除非被保人主動相告；否則，保險公司不會知道有關事實，因此保單持有人應時常謹記要交代所有事實。如果投保人在投保當時沒有披露已知或應該知道的事實，會被指沒有披露事實。大家必須明白，投保人在投保申請書上提供的資料，對保險公司的核保評估影響重大；保險公司會根據投保申請書上的資料，判斷是否有高風險的特徵，從而決定應否承保有關風險、釐定保費水平和保單條款。

病歷資料對核保是否重要，應該由保險公司而非投保人決定；保險代理沒有接受過專業的核保訓練，因此投保人不應單靠保險代理的建議決定某些資料是否重要。投保人應謹記：沒有披露事實會導致保單遭撤銷或索償被拒，爲免引起不必要的索償糾紛，投保人在填寫投保申請書時，必須如實披露所有資料，即使不敢肯定某些事實是否重要，最好還是加以披露。

個案 2

投訴內容

投訴人於投保附加住院及住院現金保障的壽險保單七個月之後，入住私家醫院，被診斷患上胃炎，遂於住院期間進行食道鏡、胃鏡及十二指腸鏡檢查。其住院索償被保險公司以沒有披露重要事實爲理由拒

insurer for material non-disclosure because she had not disclosed on the application form her consultation for gastritis two months prior to her insurance application.

Findings of the Complaints Panel

Having carefully reviewed the application form, the Complaints Panel found that the complainant had already declared that she had attended a private medical practitioner for influenza two months ago and she had fully recovered after the medical treatment. According to the clinical record of the attending physician, the complainant consulted him for fever, epigastric pain, repeated vomiting and malaise. The provisional diagnosis was acute gastritis which might be caused by viral infection. There was no-follow up consultation.

The Complaints Panel was of the view that the symptoms as presented by the complainant during her consultation were not specific to gastritis, but common symptoms of influenza. As a layman, the complainant might have difficulty to clearly distinguish the diagnosis of gastritis from influenza. Given that the complainant had already declared the said condition on the application form despite she had fully recovered at the material time, the Complaints Panel was convinced that she had made her effort to disclose her health condition to the best of her knowledge.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of the complainant and awarded her the hospitalization and hospital income benefits of around HK$9,700.

Message from the Complaints Panel

If it is proved that the insured has disclosed all the information to the best of his/her knowledge at the time of policy application, the Complaints Panel will tend to rule in favour of the insured.

絕，原因是受保人於投保時並沒有披露曾於投保前兩個月因胃炎求診。

投訴委員會的調查結果

投訴委員會仔細審閱投保申請書後，發現投訴人已申報她於投保前兩個月因感冒向私家醫生求診，經治療後已完全康復。根據主診醫生的診症報告，投訴人因發燒、上腹痛、不斷嘔吐和身體不適向他求診，初步診斷爲急性胃炎，可能因病毒性感染所致，但毋須覆診。

投訴委員會認爲投訴人求診時的病徵並非胃炎特有的症狀，屬感冒一般的徵狀。投訴人作爲門外漢，可能難以清楚分辨胃炎與感冒的症狀。鑑於即使投訴人於投保時已經完全康復，但仍已在申請書上申報有關病情，故投訴委員會相信她已盡其所知，披露她的健康狀況。

投訴委員會的裁決

投訴委員會裁定投訴人得直，獲發近9,700港元的住院及住院現金賠償。

投訴委員會的意見

如果證實投保人在投保時已盡其所知，披露所有資料，則投訴委員會會裁定投保人得直。

Case 3

The Complaint

The complainant applied for a life policy for his 5-month-old son (the insured). Two months later, the insured was admitted to a hospital and passed away the next day due to sudden infant death syndrome. The complainant then filed a death claim to the insurer, but the claim was declined on the ground of material non-disclosure.

Findings of the Complaints Panel

From the available information, the Complaints Panel noted that the insured was detected to have maternal beta thalassemia trait since his birth. He was scheduled to take blood sample for haemoglobin pattern at nine months old.

However, the complainant had not disclosed the above medical information on the application form and had given negative answers to the following questions:

- Within the last five years, have you or has your child had, or been advised to have or intended to have..... blood tests or any other investigatory or diagnostic test.....?
- Within the last five years, have you or has your child had any illness..... medical advice, hospital treatment.....?

Although the medical report confirmed that the insured was determined as low risk to be suffering from beta-thalassemia major and his blood picture was not suggestive of major haemoglobinopathy, the Complaints Panel learnt from the insurer's underwriting manual that it would have deferred the insured's application until the result of haemoglobin pattern was confirmed if the insured's scheduled blood test had been known at the time of policy application.

Ruling of the Complaints Panel

Since the non-disclosed medical information was material which would have affected the underwriting decision of the

個案 3

投訴內容

投訴人爲其五個月大的兒子（受保人）投購人壽保險，兩個月之後，受保人入院，翌日因爲嬰兒猝死症候群去逝，投訴人遂向保險公司申請身故賠償，但被拒絕，理由是沒有披露重要事實。

投訴委員會的調查結果

投訴委員會從現有的資料中得悉，受保人自出生以來已被診斷患有地中海貧血病，原訂於他九個月大時抽血進行血紅素成份分析。

然而，投訴人並沒有在投保申請書上披露這些病歷資料，而在回答以下問題時，選答「沒有」：

- 在過去五年內，你或你的孩子曾否被建議或打算進行血液測試或任何檢驗性或診斷性測試……？
- 在過去五年內，你或你的孩子曾否患上任何疾病……接受醫生意見……在醫院接受治療……？

雖然醫療報告證實受保人患上重型地中海貧血病的可能性甚低，而血液全象亦沒有顯示他患有嚴重血紅蛋白病，但是投訴委員會從保險公司的核保手冊中得悉，如果在接受申請時知道受保人將會進行血液測試，保險公司會延遲批核受保人的申請，直至血液報告發出後才作核保決定。

投訴委員會的裁決

由於投保人沒有披露的醫療紀錄非常重要，足以影響保險公司的核保

insurer, the Complaints Panel upheld the insurer's decision in rejecting the death claim of around HK$200,000.

Message from the Complaints Panel

Other than past medical history, the Complaints Panel would like to remind all applicants for insurance that it is also important to disclose all the scheduled or planned medical consultations, appointments or treatments on the application form.

Case 4

The Complaint

The insured died of lung cancer nearly 10 months after she had taken out a life policy with medical cover. The complainant (insured's husband) then lodged a claim to the insurer for the death benefit. The insurer, having learnt that the insured was diagnosed as suffering from left eye metamorphopsia six years prior to her insurance application, rejected the complainant's claim on the ground of material non-disclosure.

Findings of the Complaints Panel

The Panel noted that the insured had attended a hospital for left eye blurred vision six years prior to her policy application. She was diagnosed as suffering from left eye metamorphopsia by Amsler Chart testing.

Having studied the insurer's underwriting manual, the Complaints Panel found that there was no exact match of the diagnosis of 'eye metamorphopsia' in its mortality table. In other words, the insured's history of metamorphopsia was not a ratable mortality risk and it would not have affected the insurer in issuing her life policy, though an exclusion on both eyes might be imposed on her medical rider.

決定，因此投訴委員會支持保險公司拒絕發放死亡賠償的決定，涉及金額約20萬港元。

投訴委員會的意見

投訴委員會提醒所有投保人，除了過往的醫療紀錄之外，在投保申請書上披露所有行將進行或計劃進行的醫療診治、預約診症或療程，都是非常重要的。

個案 4

投訴內容

受保人於其附加醫療保險的壽險保單生效後約十個月，因肺癌死亡，受保人的丈夫（投訴人）向保險公司申索死亡賠償。保險公司得悉受保人於投保前六年，被診斷左眼患有黃斑點病變，故以沒有披露重要事實爲理由，拒絕其索償申請。

投訴委員會的調查結果

投訴委員會得悉受保人於投保前的六年，曾因左眼視力模糊入院，利用岩仕拿圖表進行測試，確診爲患上黃斑點病變。

投訴委員會審閱保險公司的核保手冊後發現，在其死亡率表中沒有完全符合「眼睛黃斑點病變」的資料。換言之，受保人的病症並非評估死亡風險的元素，雖然保險公司可能會在其附加醫療保單中，豁免保障其眼睛所引致的病症，但不會影響保險公司發出人壽保單的決定。

Ruling of the Complaints Panel

Since the complainant's claim involved mainly the death benefit, the Complaints Panel resolved that the ground for the insurer to deny the death claim for material non-disclosure was relatively weak. It therefore ruled in favour of the complainant and awarded him the death benefit of HK$102,000.

Message from the Complaints Panel

In dealing with non-disclosure disputes, the Complaints Panel focuses mainly on whether or not the non-disclosed fact is:

1. a material fact, which would influence a prudent underwriter in accepting or declining a risk or in fixing the premium or terms and conditions of the contract;
2. a fact within the knowledge of the applicant; and
3. a fact which the applicant could reasonably be expected to disclose.

APPLICATION OF POLICY TERMS

"Medically Necessary"

Case 5

The Complaint

The complainant consulted for ankle pain that had persisted for three days. She was admitted to a private hospital six days later and was diagnosed as suffering from right ankle sprain injury. She filed a claim to the insurer for the hospitalization expenses incurred. The insurer, however, declined her claim on the basis that her confinement was not medically necessary.

Findings of the Complaints Panel

The Complaints Panel noted that the complainant had performed x-ray and laboratory tests during her confinement. She was treated with physiotherapy and was discharged the next day.

投訴委員會的裁決

由於投訴人的索償主要涉及死亡賠償，故投訴委員會決定保險公司，以沒有披露重要事實爲由，拒絕賠償的理據較薄弱；因此，裁定投訴人得直，可獲發死亡賠償，涉及金額102,000港元。

投訴委員會的意見

投訴委員會審理涉及沒有披露事實的糾紛時，會考慮下列各點：

1. 沒有披露的資料是否重要事實，足以影響作風審慎的承保商決定應該接受、還是拒絕承保該項風險，或者如何釐定保費和保單條款及條件；
2. 投保人是否知道有關事實；
3. 在正常情況下，預期投保人披露有關事實是否合理。

保單條款的詮釋

「醫療需要」

個案 5

投訴內容

投訴人持續三天腳踝疼痛，因而求診，六天之後入住私家醫院，被診斷爲右腳踝扭傷。她遂向保險公司索償住院費用，保險公司拒絕其賠償，理由是投保人入院並非醫療需要。

投訴委員會的調查結果

投訴委員會得悉投訴人於住院期間進行X光及化驗性測試，以及接受物理治療，翌日出院。

Although the attending doctor stated that the complainant required hospitalization for nursing monitoring and injury management due to severe right ankle soft tissue injury, the hospital records available seemed not to support that there had been any relevant immediate dressing or nursing procedure applied. On the contrary, the Complaints Panel noted that the complainant had taken blood test to check renal function and uric acid level, which were not related to her ankle sprain injury. Further, simple oral medications for itchiness and arthritis were prescribed, but there was no medication given to the complainant for relieving her ankle pain.

Ruling of the Complaints Panel

Given that the investigative tests could have been performed on an outpatient basis without inpatient confinement and that the admission was not of emergency nature, the Complaints Panel agreed that the complainant's hospitalization was not medically necessary. It therefore ruled that the insurer's decision to reject the hospitalization claim of about HK$2,600 was fair and reasonable.

Message from the Complaints Panel

Apart from the reasons given by the attending physician for admitting the patient, the Complaints Panel, when reviewing disputes concerning "medically necessary", also pays particular attention to the following:

1. whether any treatment was given during hospitalization, other than the diagnostic test done;
2. whether the diagnostic tests formed part of the treatment which had to be done in a hospital setting;
3. whether the diagnostic tests performed during the confinement could be effectively done on an outpatient basis; and
4. whether the admission was of emergency nature.

雖然主診醫生表示投訴人因右腳踝軟組織的傷勢嚴重，必須入院接受護理觀察及治理傷患，但醫院紀錄卻顯示受保人在住院期間，並沒有進行任何相關的敷藥或護理程序。相反，投訴委員會得悉投訴人進行血液測試，檢查腎功能和尿酸水平，這些測試與腳踝扭傷並無關連。此外，醫生配方的藥物是治療痕癢和關節炎，而並沒有舒緩腳踝痛楚的藥物。

投訴委員會的裁定

鑑於投保人進行的檢查性測試可以在門診進行，毋須住院，其入院並不屬緊急性質，因此投訴委員會同意投訴人住院並非醫療需要，認爲保險公司拒絕賠償的決定公平合理，涉及金額約2,600港元。

投訴委員會的意見

在審理有關「醫療需要」的糾紛時，除了參考安排投保人住院的主診醫生意見之外，投訴委員會也會特別留意以下各點：

1. 被保人住院期間除了進行診斷性檢查之外，有否接受任何其他治療；
2. 診斷性檢查是否治療的其中一部分，而必須在醫院進行；
3. 住院期間進行的診斷性測試可否在門診進行；及
4. 入院是否屬緊急性質。

Case 6

The Complaint

The complainant was admitted to a hospital, complaining of severe back pain and sciatica due to musculoligamental injury sustained three weeks ago. X-ray, pelvic traction and physiotherapy were performed during her nine-day hospitalization. Given that all the tests and treatments performed could have been effectively done on an outpatient basis and that the x-ray of lumbosacral spine revealed no abnormality, the insurer considered that her hospitalization was not medically necessary and rejected her claim.

Findings of the Complaints Panel

The Complaints Panel noted from the claim form that the complainant was recommended by her attending doctor to have physiotherapy and continuous pelvic traction in ward to relieve pressure. In addition, the nurses' report indicated that the complainant was admitted in wheelchair at the time of admission.

According to the physiotherapy evaluation report, the complainant walked with a stick and was limping. The attending doctor also confirmed that she could not walk for more than a few steps and could not travel for physiotherapy treatment.

Ruling of the Complaints Panel

In view of the complainant's condition, the Complaints Panel was convinced that her hospitalization was medically necessary. It therefore ruled in favour of the complainant and resolved that the insurer should reimburse her the hospitalization expenses incurred for about HK$19,000.

Message from the Complaints Panel

The medical condition of the insured at the time of and during his/her confinement is also an important factor for the Complaints Panel to consider whether or not the hospitalization is medically necessary. If there is concrete evidence to show that the insured's medical condition requires hospitalization, the Complaints Panel will usually

個案 6

投訴內容

投訴人因肌肉與韌帶受傷，而導致嚴重腰背痛，三星期後住院九天，期間進行了X光檢查、骨盆牽引和物理治療。由於所有檢查和治療都可以在門診進行，而X光檢查結果發現並無不正常，因此保險公司認爲投訴人是次住院並非醫療需要，拒絕其索償。

投訴委員會的調查結果

投訴委員會從投訴人的索償表格中得悉，她的主診醫生建議她住院進行物理治療，以及持續進行骨盆牽引，藉以舒緩壓力。此外，護士報告指投保人入院時是坐在輪椅上的。

根據物理治療報告，投訴人走路時一瘸一拐，並須輔以手杖，主診醫生亦證實她不能步行超過數步，也不能自行步行前往接受物理治療。

投訴委員會的裁決

鑑於投訴人的情況，投訴委員會相信她入院是有醫療需要，故裁定投訴人得直，保險公司須賠償其住院開支，涉及金額約19,000港元。

投訴委員會的意見

受保人入院時和住院期間的情況，也是投訴委員會考慮該次住院是否有醫療需要的重要元素。假如有充分證據證明受保人的病情需要住院，投訴委員會一般會裁定受保人得直。但是，如果入院純粹爲了受

rule in his/her favour. However, the Complaints Panel will not consider a hospitalization medically necessary if the admission is merely furnished for the personal comfort or convenience of the insured or the attending doctor.

"Accidental Bodily Injury"

Case 7

The Complaint

The insured swallowed a fish bone accidentally. She consulted a private doctor one week later for throat and neck pain and was diagnosed as suffering from tonsillitis. She was later admitted to a hospital and the diagnoses were fish bone ingestion and left peritonsillar abscess. Direct laryngoscopy and incision and drainage of peritonsillar abscess were performed during her hospitalization.

The insurer paid the hospital income benefit, but declined to reimburse the medical expenses incurred under the personal accident rider. This was because the insured's peritonsillar abscess was not caused directly and independently by an accident.

Findings of the Complaints Panel

In the absence of any fish bone or other visible foreign body detected during the throat examination, the insurer emphasized that the insured's peritonsillar abscess was likely a pathological condition, rather than a direct result of self-claiming fish bone ingestion.

The Complaints Panel learnt from the letter of the attending doctor that the abscess in the insured's left peritonsillar space was probably related to the incidence of fish bone ingestion. The doctor opined that the insured suffered from left quinsy secondary to fish bone being stuck and then embedded into the left tonsil thus causing infection.

保人或主診醫生的舒適或方便，則投訴委員會不會認爲該次住院是有醫療需要的。

「因意外事故造成身體受傷」

個案 7

投訴內容

受保人意外地吞下魚刺，一星期後因喉嚨及頸項疼痛向私家醫生求診，確診爲扁桃腺炎。及後入院，被診斷爲魚刺攝食和左扁桃腺周圍膿腫，在住院期間進行了直接喉鏡檢查、扁桃腺周圍膿腫切除及引流手術。

保險公司向受保人發放住院現金賠償，但卻不予賠償個人意外保單內的醫療開支，原因是受保人的扁桃腺周圍膿腫並非直接和純粹由某宗獨立意外事故造成的傷患，並不涉及任何其他因素。

投訴委員會的調查結果

由於在檢查喉嚨時並無發現有魚刺或其他明顯的異物，故保險公司强調受保人的扁桃腺周圍膿腫屬病理情況，而非如受保人所謂由魚刺攝食直接引致的。

投訴委員會從主診醫生的信函中得悉，受保人左扁桃腺膿腫的位置很可能與魚刺攝食有關。醫生認爲受保人因魚刺攝食而患上繼發性扁桃腺周圍膿腫，之後進入左扁桃腺體而備受感染。

On balance of probabilities, the Complaints Panel was convinced that a genuine accident had taken place resulting in the infection of the insured's tonsil. Furthermore, the Complaints Panel was satisfied that the subsequent medical findings and treatments were consistent with the insured's self descriptions of the accident.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of the insured and honoured her the accident benefit of HK$10,000.

Message from the Complaints Panel

When assessing an accident claim, the main focus of the Complaints Panel is to ascertain whether or not there has been a genuine injury caused solely and directly by an accident independent of all other causes.

"Accidental Death" in Travel Policies

Case 8

The Complaint

The complainant lodged a travel claim to the insurer for accidental death benefit since his father (the insured) passed away on the last day of his journey to the Mainland. He claimed that the insured developed signs of choking while eating and submitted a death certificate stating that the insured died of suffocation. The insurer requested to have an autopsy conducted in order to determine the actual cause of the insured's death, but the complainant refused. The insured was cremated on the next day after he passed away. Given that no autopsy had been conducted to confirm that the cause of the insured's death was accidental in nature, the insurer declined to pay for the accidental death claim.

Findings of the Complaints Panel

The insurer appointed an adjuster to conduct an investigation on the claim. The adjuster interviewed the

投訴委員會衡量所有可能性後，相信的確曾經發生眞正的意外，令受保人的扁桃腺體因而受感染。此外，投訴委員會認爲其後的醫療報告和療程，與受保人所述的意外情況相符。

投訴委員會的裁決

投訴委員會裁定受保人得直，可獲發意外賠償，涉及金額爲10,000港元。

投訴委員會的意見

在審核意外索償時，投訴委員會主要集中於確定受保人是否直接和純粹由某宗獨立的意外事故，造成眞正的傷患，而當中並不涉及任何其他因素。

旅遊保單中的「意外死亡」

個案 8

投訴內容

投訴人的父親（受保人）往內地旅遊的最後一天旅途上死亡，投訴人遂向保險公司索取意外死亡賠償，他指受保人進食時被噎住而窒息，投訴人並呈交死亡公證書，顯示受保人是因窒息致死的。保險公司要求解剖驗屍以查明眞正死因，但遭投訴人拒絕，受保人的遺體於其身故後翌日隨即火化。由於未能剖驗屍體，查明其死亡是否意外，故保險公司拒絕其意外死亡賠償。

投訴委員會的調查結果

保險公司委派理賠師進行調查，理賠師約見了當地醫院和緊急救援中

persons in charge of the local hospital and the emergency call centre. From the report of the adjuster, the Complaints Panel took note of the following:

1. The insured had already lost his consciousness on the way to the local hospital for emergency treatment.
2. The insured had a history of cancer of larynx and had been treated in a government hospital for two years.
3. It was found that there were two death certificates issued on the same date with inconsistent information. One indicated that the insured died of asphyxia while the other stated that the insured died of sickness.
4. There were also two medical death certificates issued by the same local hospital, of which one stated that the insured died of asphyxia and the another one indicated that the cause of his death was sudden stop of heartbeat and breathing.
5. The complainant called the local ambulance and reported that the insured was not feeling well on the incident date. The emergency call centre confirmed that it had received a call in the morning of the incident date stating that an old man had suddenly lost his consciousness. However, there was no mentioning that he had choked on food at the material time.

Based on the above, the Complaints Panel was aware that the information presented for the cause of death of the insured was inconsistent. Other than the allegation made by the complainant, there was no evidence suggesting that the insured had experienced choking at the material time. In this regard, the Complaints Panel concluded that the insured's death was neither due to suffocation nor accidental in nature. The Complaints Panel further noted that if the insured's death was related to his larynx cancer or other pre-existing diseases, general exclusion of the policy might be applied.

Ruling of the Complaints Panel

Since the complainant had refused to have autopsy conducted to confirm the cause of the insured's death, the Complaints Panel therefore upheld the insurer's decision for rejecting the death benefit, amounting to nearly HK$100,000.

心的負責人，投訴委員會從其報告中得悉：

1. 受保人在送往當地醫院急救的途中已失去知覺。
2. 受保人曾患喉癌，並在政府醫院接受治療達兩年。
3. 同日發出的兩張死亡公證書上的資料不符，一張指死者因窒息死亡，另一份指受保人因病致死。
4. 當地同一家醫院發出的兩張死亡醫學證明書，其中一張指死者因窒息致死，另一張指死因是心跳和呼吸突然停頓。
5. 在事發當天，投訴人召喚當地的救護車，報稱受保人身體不適，緊急救援中心證實當天早上收到電召，指一名老翁突然失去知覺，但當時沒有提及被食物噎住。

基於以上各項，投訴委員會發現有關受保人死因的資料並不吻合。除了投訴人的供辭之外，沒有證據證明受保人當時噎住。因此，投訴委員會認爲受保人的死非因窒息所致，也非源於意外。此外，投訴委員會更得悉假如受保人之死與他的喉癌或已存在的疾病有關，則保險公司可引用保單內常見的豁免條款。

投訴委員會的裁決

由於投訴人拒絕解剖驗屍確定受保人的死因，故投訴委員會認同保險公司拒絕死亡賠償的決定，涉及金額接近十萬港元。

"Travel Delay"

Case 9

The Complaint

The insured took out a travel insurance policy for his trip to Phuket for four days. The return flight which he intended to take was delayed due to the closure of Phuket Airport following a plane crash. He finally left Phuket on the next day and arrived at Hong Kong with a delay of over 24 hours. The insured then lodged a claim to the insurer for the travel delay benefit.

Since the flight delay was caused by the closure of Phuket Airport owing to a plane crash, which was not an insured peril under the travel policy, the insurer declined the insured's claim.

Findings of the Complaints Panel

According to the provisions of the 'travel delay' benefit, 'the Insurer shall pay the insured person in the event that the departure of the common carrier in which the insured person has arranged to travel is delayed for at least full 10 hours from the departure time specified in the itinerary..... due to inclement weather, natural disaster, equipment failure, hijack or strike by the employees of a common carrier during the insured journey'.

The insured submitted newspaper clippings which reported that it was raining heavily when a domestic flight approached Phuket Airport. When attempting to land, the plane skidded off the right side of the runway, struck an embankment and trees before breaking up and catching fire.

The Complaints Panel learnt from the verification letter issued by the airline concerned that the insured's original flight was cancelled due to the closure of Phuket Airport. However, there was no evidence indicating that the adverse weather would lead to the closure of Phuket Airport. Indeed, Phuket Airport was still under normal operation even when the local weather was bad at the material time. It was only

「行程延誤」

個案 9

投訴內容

受保人爲其四天布吉之旅投購旅遊保險，回程當天，因布吉機場發生撞機事件而須關閉，導致受保人的回程航班延誤，最終於翌日離開布吉，比原訂延遲超過24小時才抵港。受保人遂向保險公司索取行程延誤賠償。

航班延誤源於布吉機場發生撞機事件而須關閉，根據旅遊保單規定，這並非受保事故，故保險公司拒絕其索償。

投訴委員會的調查結果

有關旅遊保單規定：「若受保人於旅程中直接因惡劣天氣、天然災害、機械故障、騎劫或公共交通工具機構員工罷工，引致受保人所乘搭的公共交通工具比顯示於行程表內的出發時間延誤至少10小時……方可獲得有關賠償。」

受保人提交一些剪報資料，指肇事的內陸航機抵達布吉機場時，當天正下著傾盆大雨，航班嘗試著陸，但滑出跑道的右邊，撞向路堤和路旁的樹木，之後機身斷裂起火。

投訴委員會從相關航空公司發出的證明信中得悉，受保人原本乘坐的航班因布吉機場關閉而取消，但是沒有證據證明是惡劣天氣導致布吉機場關閉。而事實上，即使當時天氣惡劣，布吉機場仍然正常運作，只是在發生撞機意外後，才告關

after the plane crash that the airport was closed subsequently. In this regard, the Complaints Panel considered that the proximate cause of the flight delay was the plane crash instead of the inclement weather.

Ruling of the Complaints Panel

Since plane crash/closure of airport was not any one of the insured perils as listed in the travel delay provisions under the travel policy, the Complaints Panel endorsed the insurer's decision to reject the travel delay claim of HK$1,000.

Message from the Complaints Panel

Most travel insurance policies provide cover for travel delay of common carriers. The insurer will pay the insured a specified amount of compensation for a specific number of hours of delay up to a maximum limit if the delay is caused by an insured peril specified under the policy provision. If the proximate cause of the delay falls outside the listed insured perils, the insurer will not be liable to pay the travel delay claim.

Case 10

The Complaint

The complainant originally intended to take Japan Railways (JR) to the airport. However, the JR service was interrupted by a snow storm and there was a delay of 150 minutes. As a result, she could not reach the Tokyo airport on time and had missed the scheduled return flight to Hong Kong. She stayed in Tokyo for one more night and finally took another flight to Hong Kong on the next day. She later lodged a travel delay claim to the insurer. However, the insurer rejected her claim for the travel delay benefit on the basis that the JR was not her scheduled public conveyance and that the delay was less than the 6-hour minimum requirement as specified in the travel policy.

閉。因此，投訴委員會認爲航機延誤的近因是撞機所致，而非天氣惡劣。

投訴委員會的裁決

由於撞機/機場關閉都不是旅遊保單中行程延誤的受保事故之一，因此，投訴委員會同意保險公司就行程延誤拒絕賠償的決定，涉及金額1,000港元。

投訴委員會的意見

許多旅遊保單都提供公共交通工具導致行程延誤的保障，假如行程因保單中訂明的受保事故，延誤了某個特定的時數，則保險公司會給予受保人既定的賠償金額，惟不會多於賠償上限。但是假如延誤的近因與保單列明的受保事故無關，則保險公司沒有責任就行程延誤作出賠償。

個案 10

投訴內容

投訴人原訂乘坐日本鐵路前往機場，但日本鐵路的服務因大風雪受阻，延遲了150分鐘，結果，她未能及時到達東京機場，錯過了原訂回程返港的航機。於是她多逗留在東京一個晚上，翌日乘坐另一航班返港。及後，她向保險公司索取行程延誤賠償，卻被保險公司拒絕，理由是日本鐵路並非受保人原訂乘坐的公共交通工具，而其延誤時數亦少於旅遊保單要求訂明的六個小時。

Findings of the Complaints Panel

The Complaints Panel considered that JR should be considered as one of the complainant's scheduled public conveyance since it is running on a fixed time schedule. However, the number of hours of the JR delay was less than 6-hour minimum requirement. Further, the return flight from Tokyo to Hong Kong which the complainant had originally arranged to take had not been delayed and had indeed departed as scheduled.

Ruling of the Complaints Panel

The Complaints Panel ruled that the insurer was not liable to pay the travel delay benefit, amounting to nearly HK$1,500.

Message from the Complaints Panel

Different travel policies have different provisions for travel delay benefits. The Complaints Panel urges the insured to pay due attention to the terms and conditions as stipulated in the policy, as well as the minimum number of delay hours in claiming travel delay benefit.

"Baggage and Personal Effects"

Case 11

The Complaint

The insured lost a digital camera during her trip to Japan. She lodged a claim to the insurer for the loss. Given that the digital camera was borrowed from her cousin, the insurer denied her claim on the basis that the lost property was not owned by the insured.

Findings of the Complaints Panel

It is stipulated in the 'Baggage and Personal Effects' provisions of the travel policy that 'the insurer covers the insured person in respect of loss or damage to baggage taken or purchased on the trip..... occurred during the period of insurance and owned by the insured person.....'

投訴委員會的調查結果

投訴委員會認爲日本鐵路應被視爲投訴人原訂乘坐的公共交通工具，因爲日本鐵路有固定的班次，然而，延誤的時數並未符合六小時的最低要求。此外，投訴人原訂從東京返港的航班並沒有延誤，且準時起飛。

投訴委員會的裁決

投訴委員會裁定保險公司毋須發放旅遊延誤賠償，涉及金額近1,500港元。

投訴委員會的意見

不同的旅遊保單行程延誤條款有別，投訴委員會提醒受保人在提出索償時，應留意保單中訂明的條款及條件，以及行程延誤的最低時數要求。

「行李及個人財物」

個案 11

投訴內容

受保人旅日期間遺失了數碼相機，遂向保險公司索償。由於該數碼相機是受保人向其表弟借來的，所以保險公司不予賠償，理由是失物並非受保人所有。

投訴委員會的調查結果

有關旅遊保單的「行李及個人財物保障」條款訂明：「保險公司保障受保人在保險期內，所攜帶的行李遺失或損毀、或於行程中購買並由受保人擁有的行李……」

The Complaints Panel noted from the statement declared by the insured that the lost digital camera was borrowed from her cousin.

Ruling of the Complaints Panel

The Complaints Panel agreed that the insurer's decision to reject the insured's claim of about HK$2,600 was appropriate in accordance with strict policy terms and conditions.

Message from the Complaints Panel

The coverage in travel policies vary among different products and insurers. Policyholders should carefully study the policy provisions in order to make sure what they have purchased suit their personal needs.

EXCLUDED ITEMS

"Unattended Vehicle"

Case 12

The Complaint

The complainant lost his property which was left in a vehicle when he went shopping in a local outlet in the USA. Given that the lost items were left unattended in the car, the insurer denied the complainant's claim on the basis that the incident fell within the policy exclusion which states that 'the insurer will not pay claims directly or indirectly occasioned by, happening through or in consequence of..... loss of property left unattended in any vehicle or public place or as a result of the insured person's failure to take due care and precautions for the safeguard and security of such property'.

Findings of the Complaints Panel

The complainant declared in the claim form that while he went shopping in the outlet mall during his journey in the USA, he left his personal properties including a video camera, a digital camera and a bag of recently bought clothes inside the vehicle. All these items were buried under a heap of dirty laundry as cover in the car. After shopping

投訴委員會從受保人的報告中得悉，遺失的數碼相機是向她的表弟借來的。

投訴委員會裁定

投訴委員會根據嚴格的保單條款及條件，同意保險公司拒絕賠償的決定恰當，涉及金額約2,600港元。

投訴委員會的意見

旅遊保單的保障範圍往往因應不同保險計劃和保險公司而有別，投保人宜小心閱讀保單條款，以確保所購備的計劃符合個人需要。

不保事項

「無人看管的車輛」

個案 12

投訴內容

投訴人在美國的特價商品中心購物時，留在車內的財物不翼而飛，由於失物放在汽車上無人看管，故保險公司不予發放賠償，理由是事件屬保單的不保事項。保單訂明：「保險公司不會直接或間接賠償予……在無人看管的車輛內或在公眾場所遺失的行李及個人物品，或因受保人疏忽保管財物而造成的損失。」

投訴委員會的調查結果

投訴人在索償申請表上申報，當他在旅美期間到特價商品中心購物時，把攝錄機、數碼相機和一袋新買的衣服等個人物品放在車廂內，並用一堆污穢的衣物遮蓋著。在購物約四小時之後，投訴人發現車廂

for about four hours, he found that the vehicle was broken into and the door lock was damaged. The properties were lost and he reported to the local police.

Although the vehicle was locked and the complainant's belongings were hidden under a heap of dirty laundry in the vehicle, the Complaints Panel was not convinced that the complainant had taken prudent and reasonable precautions to safeguard his properties.

Ruling of the Complaints Panel

Since there was no dispute that the properties were left unattended in a vehicle, the Complaints Panel agreed with the insurer's decision to decline the claim for about HK$5,400 on the ground of the said policy exclusion.

Message from the Complaints Panel

Most travel insurance policies contain an exclusion clause to exclude the insurers' liabilities for loss of property left unattended in a vehicle or public place. Such clause is meant to ensure that the insured has taken reasonable care and due precautions for the safeguarding and security of his/her personal belongings.

"Pre-existing Conditions in Travel Policies"

Case 13

The Complaint

The complainant attended a local hospital during her trip to the USA due to severe headache and decreased vision in her left eye. The diagnosis was glaucoma of left eye and she was arranged to have cataract extraction surgery. The insurer later found that the complainant had history of left eye redness and blurred left eye vision for two to three months. In this regard, the insurer rejected her travel claim for the medical expenses incurred on the ground that her diagnosis of glaucoma was a pre-existing condition prior to her trip.

被損毀、門鎖被破壞，所有財物不知所蹤，於是向當地警方報案。

縱然車輛已鎖好，而投訴人的物品亦隱藏於一堆污穢的衣物內，但是投訴委員會不認同投訴人已採取審慎和合理的預防措施，看管他的財物。

投訴委員會的裁決

投訴人的財物在無人看管的情況下留於車輛內，這是毋庸爭議的，因此，投訴委員會同意保險公司以索償項目屬保單不保事項爲理由，拒絕賠償的決定，涉及金額5,400港元。

投訴委員會的意見

許多旅遊保單均載有豁免條款，就在公眾場合或汽車內，欠缺妥善看管而遺失的財物，豁免保險公司的責任。這條款旨在確保受保人採取合理的保護和預防措施，以保障個人財物的安全。

旅遊保單中的「投保前已存在疾病」條款

個案 13

投訴內容

投訴人前往美國旅遊時，因嚴重頭痛和左眼視力衰退，入住當地醫院，被診斷爲青光眼，醫生安排她進行白內障切除手術。及後，保險公司發現投訴人兩、三個月來持續左眼泛紅和視力模糊，因此，拒絕發放旅遊保單的醫療開支賠償，理由是青光眼是於旅程前已存在的疾病。

Findings of the Complaints Panel

According to the record of the local hospital, the complainant complained of decreased vision in her left eye and was clinically diagnosed as suffering from glaucoma which was most likely chronic by the appearance of the lens of her left eye. However, she was confirmed to have suffered from acute glaucoma of cataract after being attended by the in-house doctor.

The Complaints Panel noted that the complainant underwent a medical checkup in a private hospital in Hong Kong one month before her trip. Although she had complained of blurred left eye vision, physical examination confirmed that her eyes were found to be 'fundi normal'.

Based on the above, the Complaints Panel believed that the in-house doctor at the material time was in a better position to make the final diagnosis. As such, it was convinced that the complainant's suffering of glaucoma was acute in nature. Moreover, there was insufficient medical evidence to support that the complainant's blurred vision was directly related to her subsequent glaucoma condition.

Ruling of the Complaints Panel

The Complaints Panel did not support the insurer's decision to reject the claim on the ground of 'pre-existing condition'. It decided to give the benefit of doubt to the complainant and resolved that the insurer should reimburse her for the related medical expenses incurred, amounting to approximately HK$63,000.

Message from the Complaints Panel

Pre-existing Conditions are commonly found in travel insurance policies to exclude those illnesses or injuries which have existed before the policies are taking out. The Complaints Panel understands that the spirit of travel insurance is to provide coverage to an insured for unexpected and sudden medical conditions during a journey. In handling disputes relating to pre-existing condition in travel policies, the Complaints Panel focuses on whether the disease is acute or chronic in nature, as well as if there is

投訴委員會的調查結果

根據當地醫院的紀錄，投訴人指左眼的視力衰退，臨床診斷爲青光眼，由角膜的情況看來，病狀應已持續了一段日子，但經駐院的主診醫生確診後，證實患上急性青光眼。

投訴委員會得悉投訴人在出發前一個月到本港私家醫院進行身體檢查，雖然她曾表示自己的左眼視力模糊，但檢查結果證實她的眼睛「正常」。

基於以上各項因素，投訴委員會認爲駐院醫生當時作出的最終診斷較爲可信；因此，相信投訴人所患的青光眼是急性的，而且並沒有足夠證據證明投訴人視力模糊，是與她的青光眼有直接關連。

投訴委員會的裁決

投訴委員會並不認同保險公司以投保前已存在疾病爲理由，拒絕賠償的決定，裁定疑點利益歸於投訴人，保險公司應賠償其醫療開支，涉及金額約63,000港元。

投訴委員會的意見

「投保前已存在疾病」豁免條款是旅遊保單中常見的項目，藉以豁免保障投保前已經存在的疾病或傷患。投訴委員會明白旅遊保險的精神，是保障被保人在旅程中面對超出其預期和突如其來的醫療狀況，故此，處理這類個案時，投訴委員會會將焦點放在有關病狀是急性還是長期，亦會考慮是否有足夠證據

sufficient evidence to prove that the insured does suffer from a certain illness before a travel policy is effected.

"Pre-existing Conditions"

Case 14

The Complaint

The insured was diagnosed as suffering from ganglioglioma over left parietal region of his brain four years after he effected a critical illness policy. He then lodged a critical illness claim to the insurer for Benign Brain Tumour. During its claims investigation, the insurer found that the insured had sought medical consultation one week after the policy issuance for headache that had persisted for more than one week. As the insured's headache, which had persisted prior to the issuance of policy, was a sign or symptom of the diagnosis of ganglioglioma, the insurer rejected his critical illness claim on the basis of pre-existing condition.

Findings of the Complaints Panel

The insured declared clean health history on the application form and the insurer issued the policy at a standard rate. Four months after the policy was effected, the insured filed a 'Request for Change Form' to the insurer, in which he declared that he had attended a government hospital for headache one week after the policy was issued and the Computerized Tomography Scan revealed a brain cyst. He received no medical treatment but was required to attend regular follow up every three to four months.

After duly considered the additional health information given by the insured, the insurer confirmed in its letter to the insured that the terms and conditions of his policy remained unchanged and the policy was still valid. The insurer further stated that it would reserve the right to use such information for the purpose of future claim assessment.

證明被保人的病狀在保單生效前已經存在。

「投保前已存在疾病」

個案 14

投訴內容

受保人於危疾保單生效後四年，被診斷腦部左頂葉區患有神節性神經膠質瘤，遂就其良性腫瘤向危疾保單索償。保險公司在調查期間發現，受保人在保單發出後一周，因持續頭痛逾一星期而求診，由於這是神節性神經膠質瘤的表徵或症狀，而且在保單發出之前已出現，因此，保險公司以「投保前已存在疾病」爲理由，拒絕其索償申請。

投訴委員會的調查結果

受保人在投保申請書上申報健康紀錄良好，保險公司遂發出保單，收取標準保費。保單生效後四個月，受保人向保險公司提交《更改資料表格》，申報他在保單發出後，因持續頭痛一周而入住公立醫院，進行電腦X射線斷層成像掃描，並發現腦囊腫，受保人毋須接受藥物治療，但需要每三至四個月到醫院定期檢查。

保險公司仔細考慮受保人提供的額外健康資料後，向受保人發出信函，確認保單的條款及條件不變，保單仍然生效。保險公司更訂明，保留使用該等資料作日後索償評估之用的權利。

The Complaints Panel duly studied the confirmation letter issued by the insurer and was of the view that its contents were, at best, ambiguous. Whilst the first part of the letter stated that the policy terms would remain unchanged, the second part, on the contrary, carried a caveat that the claim status could be affected without saying to what extent. In the light of the re-declared medical condition, the Complaints Panel believed that the insurer should have had ample opportunity to reconsider its underwriting decision and come up with an affirmation as to whether the insured's re-declared condition was excluded or considered as a pre-existing condition. Furthermore, the Complaints Panel considered that the confirmation letter had given a reasonable expectation to the insured in believing that the insurer had accepted his re-declaration of health and continued his policy with unchanged terms and conditions.

Ruling of the Complaints Panel

Balancing on all factors, the Complaints Panel ruled in favour of the insured and resolved that the insurer should honour the critical illness claim for around HK$392,600.

Message from the Complaints Panel

Since the dispute would have been avoided if the wordings in the confirmation letter were clear and unambiguous, the Complaints Panel encourages insurers to ensure their communications with policyholders are clear and unambiguous.

Case 15

The Complaint

The complainant was admitted to a hospital for dyspepsia, abdominal pain and change in bowel six months after she has effected a hospitalization policy. She was diagnosed as suffering from gastritis and colorectal polyps. She filed a claim to the insurer for the hospitalization expenses incurred.

The insurer learnt that the complainant had consulted a doctor three months after her hospitalization policy was effected, complaining of on and off lower abdominal pain

投訴委員會研究保險公司發出的確認信函，認爲內容相當含糊。信中首部分指保單條款不變，而相反第二部分的言詞則有警告的意味，指其索償可能會受影響，但未有詳細說明受影響的程度。根據投保人重新申報的病歷紀錄看來，投訴委員會相信保險公司大可重新修訂其核保決定，確定是否豁免投保人重新申報的病歷，或視之爲投保前已存在的疾病。此外，投訴委員會在審閱確認信的內容後，認爲信件給予受保人合理的期望，相信保險公司已接受他重新申報的病歷紀錄，其保單條款及條件並無變更而繼續生效。

投訴委員會的裁決

投訴委員會平衡各方因素後，裁定受保人得直，保險公司需要作出賠償，涉及金額392,600港元。

投訴委員會的意見

如果確認信的字詞清晰明確，則是次糾紛是可以避免的，故此，投訴委員會鼓勵保險公司確保與保單持有人的通訊清晰明確。

個案 15

投訴內容

投訴人於住院保單生效後六個月，因消化不良、腹痛及排便習慣改變入院，診斷患上胃炎及大腸瘜肉，遂向保險公司索償有關住院費用。

保險公司其後得悉，投訴人於住院保單生效後三個月，曾因間歇性腹痛持續一年向醫生求診，由於腹痛

for one year. Since her abdominal pain had already existed prior to the policy effective date, the insurer rejected her hospitalization claim on the basis of pre-existing condition.

Findings of the Complaints Panel

According to the hospitalization policy provisions, 'pre-existing condition' means 'any illness or injury which originates before..... the issue date..... of the policy..... '

Although the available medical information indicated that the complainant had experienced on and off abdominal pain for one year, the Complaints Panel was of the view that abdominal pain is just a sign or symptom of an illness. Moreover, there was no concrete proof to support that the complainant had sought medical consultation for the said symptom prior to policy application.

Given that 'pre-existing condition' is expressly defined in the policy as any illness which originates before the issue date of the policy, the Complaints Panel was not convinced that there was strong ground for the insurer to decline the complainant's hospitalization claim based merely on the signs or symptoms which pre-existed before the policy issuance.

Ruling of the Complaints Panel

The Complaints Panel resolved to rule in favour of the complainant and awarded her the hospitalization expenses incurred of about HK$1,700.

Message from the Complaints Panel

'Pre-existing Conditions' are commonly found in medical hospitalization policies to exclude injuries or sicknesses which occur, exist, originate or manifest before the commencement of policy coverage.

In dealing with these cases, the Complaints Panel relies heavily on whether or not there is sufficient evidence to show that the injury or sickness occurred or originated earlier than the policy effective date.

早於保單生效日期前已出現，保險公司遂以「投保前已存在疾病」爲理由，拒絕有關住院費用的索償申請。

投訴委員會的調查結果

根據有關住院保單條款規定，「投保前已存在疾病」是指「任何於保單簽發日……前已出現的疾病或受傷……」。

儘管醫療報告顯示，投訴人曾出現間歇性腹痛持續一年，惟投訴委員會認爲腹痛僅屬於某疾病的病徵或症狀，況且，並沒有實質證據證明投訴人於投保前已就上述病徵求診。

鑑於涉案的保單界定「投保前已存在疾病」爲任何早於保單繕發日前已出現的疾病，因此，投訴委員會認爲保險公司僅以保單繕發前已經存在的病徵或症狀爲理由，拒絕賠償的理據並不充分。

投訴委員會的裁決

投訴委員會裁定投訴人得直，可獲住院賠償，涉及金額約$1,700港元。

投訴委員會的意見

大多數醫療及住院保單均載有「投保前已存在疾病」條款，豁免保障於保單生效前已出現、存在、產生或顯現的受傷或疾病。

投訴委員會在處理這些個案時，取決於有沒有足夠證據顯示投保人的傷患或疾病，是於保單生效日前已經出現或存在的。

"Dental Care/Surgery"

Case 16

The Complaint

The insured complained of pain and swelling of jaw for seven days. She was admitted to a private hospital for three days and was diagnosed as suffering from osteosclerotic lesion (cementoblastoma) at right lower jaw. Enucleation excision of jaw lesion, curettage and debridement were performed during hospitalization. Given that the insured's suffering of cementoblastoma was arising from and associated with the teeth, the insurer rejected her claim for the hospitalization benefit on the ground that her condition fell under the policy exclusion.

Findings of the Complaints Panel

According to the provisions of the policy exclusion, 'the Insurer does not cover any hospitalization or charges..... caused directly or indirectly, wholly or partly, by..... any form of dental care or surgery unless necessitated by injury caused by an accident.....'

The Complaints Panel learnt from the medical literature that 'cementoblastoma' is medically a benign neoplasm of the cementum of the teeth in which cells are developing into cementoblasts from the cementum at the teeth root.

The histopathological report revealed multiple pieces of lesional tissue and a few pieces of mucosa. The lesional tissue was composed of multiple islands of cementum embedded within a spindled fibrous stroma.

Ruling of the Complaints Panel

As it was apparent that the insured's condition of cementoblastoma was originated from the root of the teeth, the Complaints Panel agreed that her condition fell within the policy exclusion and endorsed the insurer's decision to reject her claim for the hospitalization benefit for about HK$37,200.

「牙齒護理／牙科手術」

個案 16

投訴內容

受保人下頷疼痛及腫脹持續七天，遂入住私家醫院三天，被診斷患上右下頷骨硬化性病變（牙骨質細胞瘤），在住院期間動手術切除、刮除及清除下頷組織。由於受保人的牙骨質細胞瘤是源於牙齒，也與牙齒有關，故此保險公司以受保人的情況屬保單的不保事項爲理由，不接納其住院索償申請。

投訴委員會的調查結果

根據有關保單內的豁免保障條款，「保險公司不會賠償任何直接或間接、全部或部分因……任何形式的牙齒護理或手術而致的住院費用……因意外受傷而需接受治療除外」。

投訴委員會從醫學文獻中得悉「牙骨質細胞瘤」在醫學上是指「牙齒內牙骨質長出的良性腫瘤，其細胞源於齒根內的牙骨質」。

病理診斷報告指出，該腫瘤含多種壞組織及少量黏膜，壞組織是由藏於紡錘絲基質的多島形牙骨質造成。

投訴委員會的裁決

由於受保人的牙骨質細胞瘤明顯地是源於齒根，故此，投訴委員會同意受保人的情況屬保單的不保事項，遂贊同保險公司拒絕有關住院費用的賠償，涉及金額$37,200港元。

AMOUNT OF INDEMNITY

"Percentage of Permanent Disability"

Case 17

The Complaint

The complainant injured his left shoulder in a fall and slip accident while on duty. He attended a government hospital and the diagnosis was anterior dislocation of left shoulder. He then lodged a claim to the insurer for the permanent disablement benefit. Given that his condition did not fall into any events as listed in the Compensation Table under the personal accident policy, the insurer arranged an independent medical practitioner to assess the extent of permanent disability he had suffered. Since he was assessed to have suffered from 2% total body disablement, the insurer offered to pay him 2% of the sum insured as the full and final settlement of the permanent disablement benefit.

The complainant disagreed with the insurer's offer. As he was assessed by the Employees' Compensation Board to have suffered from 2.5% permanent loss of earning capacity, he considered that the insurer should pay him 2.5% of the sum insured as compensation. The difference in the claim amount was HK$10,000.

Findings of the Complaints Panel

The Complaints Panel considered that 'loss of earning capacity' was not exactly the same as 'loss/loss of use of limb' or 'body disablement' as specified under the personal accident policy. Given that the assessment criteria of the Employees' Compensation Board and that of the insurer are different, the Complaints Panel believed that it was fair and appropriate for the insurer to rely on the assessment of its independent medical practitioner to determine the compensation percentage payable to the complainant.

賠償金額

「永久傷殘的百分比」

個案 17

投訴內容

投訴人在工作期間滑倒，導致左肩受傷，遂向政府醫院求診，診斷結果爲「左前肩移位」。投訴人其後向保險公司索取永久傷殘賠償。由於投訴人的情況並不屬於個人意外保單賠償表內的任何一種傷殘情況，因此保險公司安排獨立的醫生，評估投訴人永久傷殘的程度。由於投訴人被評估喪失2%的完全身體傷殘，故此，保險公司向投訴人發放投保額的2%，作爲永久傷殘保障的最終賠償額。

投訴人不滿保險公司的決定，因爲根據勞工處僱員補償委員會的評估，投訴人喪失2.5%的賺取收入能力，因此，他認爲保險公司應該賠償投保額的2.5%，涉及的賠償差額爲$10,000港元。

投訴委員會的調查結果

投訴委員會認爲「喪失賺取收入能力」並不完全等同個人意外保單所訂明的「喪失肢體」或「身體傷殘」。鑑於勞工處僱員補償委員會與保險公司評估傷殘的準則不同，所以投訴委員會認爲保險公司採用獨立醫生的專業評估，以決定投訴人可獲賠償的百分比的做法，是公平及恰當的。

Ruling of the Complaints Panel

The Complaints Panel agreed with the insurer's decision to offer 2% of the sum insured to the complainant.

Message from the Complaints Panel

It is quite common for policyholders to have confused the term "permanent disability" in a personal accident policy with the term "permanent loss of earning capacity" in an employees' compensation policy.

'Permanent disability' usually makes no reference to the profession or occupation of the insured. The term is generally defined as 'the physical loss of a member or part of the body'. As such, the assessment by the Employees' Compensation Board that an insured suffers permanent loss of earning capacity is not a sufficient proof of permanent disability in a personal accident policy.

投訴委員會的裁決

投訴委員會同意保險公司向投訴人發放投保額的2%的賠償決定。

投訴委員會的意見

保單持有人將個人意外保單內的「完全傷殘」與僱員補償保險的「永久喪失賺取收入能力」混淆的情況非常普遍。

「永久傷殘」通常都不會以受保人的專業或其職業作爲考慮因素，一般泛指「喪失身體肢體或任何部分」，因此，勞工處僱員補償委員會評估受保人完全喪失賺取收入能力，也不是充分的證據，證明他符合個人意外保單中永久傷殘的條件。

Financial Statements

財務報表

INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF THE INSURANCE CLAIMS COMPLAINTS BUREAU (ICCB)

(incorporated in Hong Kong and limited by guarantee)

We have audited the financial statements of the ICCB set out on pages 57 to 64, which comprise the balance sheet as at 31 December 2008, the income statement, statement of changes in accumulated surplus and cash flow statement for the year then ended, and a summary of significant accounting policies and other explanatory notes.

General Committee Members' responsibility for the financial statements

The members of the General Committee of the ICCB are responsible for the preparation and the true and fair presentation of these financial statements in accordance with Hong Kong Financial Reporting Standards (HKFRS) issued by the Hong Kong Institute of Certified Public Accountants, and the Hong Kong *Companies Ordinance*. This responsibility includes designing, implementing and maintaining internal control relevant to the preparation and the true and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audit and to report our opinion solely to you, as a body, in accordance with section 141 of the Hong Kong *Companies Ordinance* and for no other purpose. We do not assume responsibility towards or accept liability to any other person for the contents of this report.

獨立核數師報告

致保險索償投訴局（投訴局）會員

(於香港註冊成立的有限公司，負債以擔保爲限)

本核數師（以下簡稱「我們」）已審核刊於第57至64頁的財務報表，包括於2008年12月31日的資產負債表、截至該日止年度的收入報表和累積盈餘變動報表、現金流量表，以及主要會計政策概要及其他附註解釋。

理事會理事對財務報表須承擔的責任

投訴局理事會理事須負責根據香港會計師公會頒布的香港財務報告準則和香港《公司條例》編製及眞實且公平地刊列該等財務報表。這責任包括設計、實施和維護與編製眞實而公平地列報財務報表相關的內部監控，以使財務報表不存在由於欺詐或錯誤而導致的重大錯誤陳述；選擇和應用適當的會計政策，以及按情況作出合理的會計估計。

核數師的責任

我們的責任是根據我們的審核，對該財務報表作出意見，並按照香港《公司條例》第141條，僅向投訴局會員報告，除此之外，本報告別無其他目的。我們不會就本報告的內容向任何其他人士負上或承擔任何責任。

We conducted our audit in accordance with Hong Kong Standards on Auditing issued by the Hong Kong Institute of Certified Public Accountants. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance as to whether the financial statements are free from material misstatement.

我們已根據香港會計師公會頒布的香港審計準則進行審核。這些準則要求我們遵守道德規範，並規劃及執行審核，以合理確定此等財務報表是否不存有任何重大錯誤陳述。

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the ICCB's preparation and true and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the ICCB's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the members of the General Committee, as well as evaluating the overall presentation of the financial statements.

審核涉及執行程序以獲取有關財務報表所載金額和披露資料的審核憑證。所選取的程序取決於核數師的判斷，包括評估由於欺詐或錯誤而導致財務報表存在重大錯誤陳述的風險。在評估該等風險時，核數師考慮與投訴局編製及眞實且公平地列報財務報表相關的內部控制，以設計適當的審核程序，但並非就投訴局的內部控制效用提供意見。審核亦包括評估理事會所採用的會計政策的合適性及所作的會計估計的合理性，以及評價財務報表的整體列報方式。

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

我們相信，我們所獲得的審核憑證充足和適當地爲我們的審核意見提供基礎。

Opinion

In our opinion, the financial statements give a true and fair view of the state of affairs of the ICCB as at 31 December 2008 and of its surplus and cash flows for the year then ended in accordance with Hong Kong Financial Reporting Standards and have been properly prepared in accordance with the Hong Kong *Companies Ordinance*.

意見

我們認爲該等財務報表已根據香港財務報告準則，眞實且公平地反映投訴局於2008年12月31日及截至該日止年度之盈餘和現金流量，並已按照香港《公司條例》妥爲編製。

PricewaterhouseCoopers
Certified Public Accountants
Honorary Auditors
Hong Kong, 4 April 2009

羅兵咸永道會計師事務所
執業會計師
義務核數師
香港，2009年4月4日

Balance Sheet 資產負債表

As at 31 December 2008
於2008年12月31日

	Note 附註	2008 HK$港幣	2007 HK$港幣
Employment of funds 資金運用			
Assets 資產			
Deferred taxation asset 遞延稅項資產	3	12,752	17,393
Profits tax prepaid 預付的利得稅		-	20,479
Prepayments and other receivable 預支項目及其他應收項目		20,900	23,066
Cash and cash equivalents 現金及現金等價物	4	1,475,614	1,179,344
		1,509,266	1,240,282
Liabilities 負債			
Subscriptions received in advance 預收會費		1,138,000	899,000
Amount due to the HKFI 支付予保聯的款額		3,580	-
		1,141,580	899,000
Net assets 淨資產		367,686	341,282
Funds employed 資金來源			
Accumulated surplus 累積盈餘		367,686	341,282

On behalf of the General Committee
承理事會命

Michael Huddart 何達德
Chairman 主席

Agnes Koon 管胡金愛
Member 理事

Income Statement 收入報表

For the year ended 31 December 2008
截至2008年12月31日

	Note 附註	2008 HK$港幣	2007 HK$港幣
Income 收入			
Subscriptions 會費		1,641,000	1,543,000
Interest income 利息收入		2,913	12,247
Other income 其他收入		-	2
		1,643,913	1,555,249
Expenditure 支出			
Administration fees charged by the HKFI 支付保聯的行政支援費用	8	1,488,000	1,488,000
Printing and stationery 印刷及文具支出		69,760	69,000
Liability insurance 責任保險		38,167	42,708
Entertainment 款待費用		3,547	4,096
Website fees 網頁費用		6,000	6,000
Sundry expenses 雜項支出		7,394	7,391
		1,612,868	1,617,195
Surplus/(deficit) for the year before taxation 本年度除稅前盈餘／（虧損）		31,045	(61,946)
Taxation charged/ (credited) 稅項支銷／（入賬）	5	4,641	(12,986)
Surplus/(deficit) for the year after taxation 本年度除稅後盈餘／（虧損）		26,404	(48,960)

Statement of Changes In Accumulated Surplus 累積盈餘變動報表

For the year ended 31 December 2008
2008年12月31日止年度

	2008 HK$港幣	2007 HK$港幣
Accumulated surplus as at 1 January 於1月1日的累積盈餘	341,282	390,242
Surplus/(deficit) for the year 本年度盈餘／（虧損）	26,404	(48,960)
Accumulated surplus as at 31 December 於12月31日的累積盈餘	367,686	341,282

Cash Flow Statement 現金流量表

For the year ended 31 December 2008
2008年12月31日止年度

	Note 附註	2008 HK$港幣	2007 HK$港幣
Net cash generated from/(used in) operating activities 營運活動產生／（使用）的淨現金	6	272,878	782,516
Hong Kong profits tax paid 支付香港利得稅		20,479	(20,479)
		293,357	762,037
Cash flows from investing activities 投資活動的現金流量			
Interest received 所得利息		2,913	12,247
Net cash generated from investing activities 投資活動產生的淨現金		2,913	12,247
Net increase/(decrease) in cash and cash equivalents 現金及現金等價物的淨增加／（減少）		296,270	774,284
Cash and cash equivalents at beginning of the year 年初的現金及現金等價物		1,179,344	405,060
Cash and cash equivalents at end of the year 年終的現金及現金等價物	4	1,475,614	1,179,344

NOTES TO THE FINANCIAL STATEMENTS

1 Legal status

The ICCB is a company incorporated under the Hong Kong *Companies Ordinance* and is limited by a guarantee of HK$100 per member. Income and assets of the ICCB shall be applied solely towards the promotion of the objectives of the ICCB as set forth in its *Memorandum of Association* and no portion thereof shall be payable to the members of the ICCB. The address of its registered office is 29th floor Sunshine Plaza, 353 Lockhart Road, Wanchai, Hong Kong.

The financial statements are presented in units of Hong Kong dollars (HK$), unless otherwise stated. These financial statements have been approved for issue by the General Committee on 18 March 2009.

2 Principal accounting policies

The principal accounting policies adopted in the preparation of these financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

The principal accounting policies adopted in the preparation of these financial statements are set out below:

(a) Basis of preparation

The financial statements of the ICCB have been prepared in accordance with HKFRS. The financial statements have been prepared under the historical cost convention, as modified by the revaluation of buildings, available-for-sale financial assets, financial assets and financial liabilities (including derivative instruments) at fair value through profit or loss.

The preparation of financial statements in conformity with HKFRS requires the use of certain critical

賬目附註

1 法定地位

投訴局乃按照《香港公司條例》正式註冊，其負債以擔保爲限。每位會員所承擔的法律責任則以100港元爲限。投訴局的收入及資產只可用於推廣及實踐該局列於《立案章程》內的宗旨，並且不可支付任何數額予投訴局的會員。註冊辦公室的地址是香港灣仔駱克道353號三湘大廈29樓。

除另有註明外，此財務報告所有金額爲港元，所有財務報表均於2009年3月18日獲理事會核准。

2 主要會計政策

本賬目的編製所採用的會計政策如下，這些政策多年來一直被沿用，除非另有所述。

編製本綜合財務報表採用的主要會計政策載於下文：

(a) 編製準則

投訴局的財務報表乃按照香港財務報告準則編製，並按照歷史成本常規法編製。並就樓宇、可供出售財務資產、按公平值透過損益記賬的財務資產和財務負債（包括衍生工具）的重估而作出修訂。

編製符合香港財務報告準則的財務報表需要使用若干的

accounting estimates. It also requires management to exercise its judgement in the process of applying the ICCB's accounting policies. There is no area involving a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the financial statements.

關鍵會計估算。這亦需要管理層在應用投訴局的會計政策過程中行使其判斷。並沒有涉及高度的判斷或高度複雜性的範疇，或涉及對綜合財務報表作出重大假設和估算的範疇。

(b) Income recognition

Subscriptions received and receivable by the ICCB are recognized as income in the accounting period to which the subscription relates. That portion of fees received during the year which relates to future accounting periods is carried forward in the balance sheet as subscriptions received in advance.

(b) 收入確認

投訴局已收及應收的會費乃按有關的時期確認爲該會計年度的收入，已收取的跨年度會費乃按時間比例在資產負債表上確認爲預收會費。

Interest income is recognized on a time proportion basis, taking into account the principal amounts outstanding and the interest rates applicable.

利息收入依據尚未償還本金及適用利率按時間比例確認。

(c) Cash and cash equivalents

Cash and cash equivalents include cash in hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of three months or less.

(c) 現金及現金等價物

現金及現金等價物包括現金、銀行通知存款及其他短期高流動性投資。

(d) Deferred taxation

Deferred taxation is provided in full, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the account. Taxation rates enacted or substantively enacted by the balance sheet date are used to determine deferred taxation (2008: 16.5%; 2007: 17.5%).

(d) 遞延稅項

遞延稅項採用負債法就資產負債之稅基與它們在賬目之賬面值兩者之短暫時差作全數撥備。遞延稅項採用在結算日前已頒布或實質頒布之稅率釐定。（2008年：16.5%；2007年：17.5%）

Deferred taxation assets are recognized to the extent that it is probable that future taxable profit will be available against which the temporary differences and taxation losses can be utilized.

遞延稅項資產乃就有可能將未來應課稅溢利與可動用之短暫時差抵銷而確認。

3 Deferred profits tax

The movement on the deferred taxation asset account is as follows:

3 遞延所得稅

遞延稅項資產賬目之變動如下：

	2008 HK$港幣	2007 HK$港幣
Profits taxation profit/losses 所得稅盈利／虧損		
As at 1 January 於1月1日	17,393	4,407
Taxation (charged)/credited to income statement 於收入報表內（支銷）／入賬之稅項	(4,641)	12,986
As at 31 December 於12月31日	12,752	17,393
Deferred taxation asset to be recovered after more than 12 months 超過12個月後收回的遞延稅項資產	12,752	17,393
Deferred taxation asset to be recovered within 12 months 在12個月內收回的遞延稅項資產	-	-
	12,752	17,393

4 Cash and cash equivalents

4 現金及現金等價物

	2008 HK$港幣	2007 HK$港幣
Short-term bank deposits 短期銀行定期存款	-	-
Cash at bank and in hand 庫存現金	1,475,614	1,179,344
As at 31 December 截至12月31日	1,475,614	1,179,344

5 Taxation (credited)/charged

No provision for Hong Kong profits tax has been made as the ICCB has sufficient taxation losses brought forward to offset the current year's liability. Tax losses unutilized as at 31 December 2008 amounted to HK$70,878 (31 December 2007: HK$99,011).

The amount of taxation charged to the income statement represents:

	2008 HK$港幣	2007 HK$港幣
Increase/(decrease) deferred profits tax asset 遞延所得稅資產增加／（減少）	(4,641)	12,986

The taxation (credited)/charged on the ICCB's (deficit)/surplus before taxation differs from the theoretical amount that would arise using the Hong Kong standard profits tax rate as follows:

	2008 HK$港幣	2007 HK$港幣
Surplus/(deficit) before tax 除稅前盈餘／（虧損）	31,045	(61,946)
Calculated at a taxation rate of 16.5% (2007: 17.5%) 以16.5%稅率計算（2007年:17.5%）	5,122	(10,842)
Income not subject to taxation 毋須課稅之收入	(481)	(2,144)
Taxation charged to income statement 以收入報表內支銷之稅項	4,641	(12,986)

5 稅項（入賬）／支銷

投訴局並無爲香港利得稅作撥備，因爲承接去年的稅項虧損足以抵銷本年度的負債。截至2008年12月31日未用完的稅項損失總額爲70,878港元（2007年12月31日：99,011港元）。

於收入報表內支銷之稅項如下：

投訴局就除稅前（虧損）／盈餘的稅項（入賬）／支銷，與採用香港標準利得稅率而應產生之理論稅額的差額如下：

6 Cash generated from operations

6 營運產生的現金

	2008 HK$港幣	2007 HK$港幣
Surplus/(deficit) for the year 年度盈餘／（虧損）	31,045	(61,946)
Interest income 利息收入	(2,913)	(12,247)
(Increase)/decrease in prepayments 預付賬項（增加）／減少	2,166	2,709
Decrease/(increase) in accounts payable 應付賬項（減少）／增加	3,580	-
Increase/(decrease) in subscription fees received in advance 預收會費增加／（減少）	239,000	854,000
Net cash generated from/(used in) operations 營運產生／（使用）的淨現金	272,878	782,516

7 General Committee members' emoluments

During the years ended 31 December 2008 and 2007 no amounts have been paid in respect of General Committee members' emoluments, pensions or for any compensation in respect of loss of office.

7 理事會理事酬金

在2008年及2007年12月31日止年度內，理事會理事並無收取任何爲投訴局服務酬金。

8 Related party transaction

8 關連人士交易

	2008 HK$港幣	2007 HK$港幣
Management and administration support fees paid to the HKFI 支付保聯的管理及行政費用	1,488,000	1,488,000

The HKFI incurs costs on behalf of the ICCB. The above fees are re-imbursements of actual and shared costs determined by a contract renewable annually.

香港保險業聯會代投訴局支付費用。上述費用爲根據每年更新的合約而償付實際和分擔的費用。

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