



The Insurance Claims Complaints Bureau
保險索償投訴局

Annual 年報
Report
2009 ▶ 2010



Annual 年報
Report
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Contents 目錄

- Statement of the Chairman
2 ▶ 主席報告
- List of Office-bearers
8 ▶ 理事、委員、名譽顧問名錄
- Members List
12 ▶ 會員名錄
- Terms of Reference
17 ▶ 職權範圍
- Complaints Handling Procedures
19 ▶ 處理投訴步驟
- Statistics
22 ▶ 統計數字
- Powers of the Complaints Panel
28 ▶ 投訴委員會的權力
- Case Review
32 ▶ 個案分析
- Financial Statements
56 ▶ 財務報表

ICCB
Annual Report
2009/2010年報

Statement of the
Chairman | 主席報告

Mr Michael E Huddart
Chairman

The Insurance Claims Complaints Bureau

何達德先生
保險索償投訴局主席

30 April 2009 to 30 April 2010
2009年4月30日至2010年4月30日



2009 has been another successful year for the Insurance Claims Complaints Bureau (Bureau) since its incorporation in February 1990. By offering policyholders of personal insurance contracts an alternate dispute resolution mechanism to handle their claims complaints free of charge, the Bureau has played an important role in strengthening the self-regulation regime of the insurance industry of Hong Kong. Last year was a challenging year as the number of complaint cases received reached a new height of 518 cases, compared to 424 cases in 2008.

Membership

As at 30 April 2010, the Bureau had 116 Members, of whom 98 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.

Public Education

The Bureau sponsored 20 one-and-a-half minute radio episodes in the public education programme of the Hong Kong Federation of Insurers (HKFI), 'Chit-Chat Insurance', in November and December 2009 on Commercial Radio 2.

Through these radio episodes, insuring public can learn more basic insurance knowledge and principles, important matters when making a claim, the Bureau's functions, its terms of reference and complaints handling procedures.

The Insurance Claims Complaints Panel (Complaints Panel)

The Complaints Panel is an independent body established under the Bureau. The five-member Complaints Panel is

保險索償投訴局（投訴局）自1990年2月成立以來，2009年又是成功的一年。作為個人保險保單持有人調解索償糾紛的另類免費機制，投訴局一直擔當加強香港保險業界自律監管的重要角色。去年尤具挑戰性，接獲的投訴個案共518宗，與2008年接獲424宗比較，創下了新高。

會員

以2010年4月30日計，投訴局共有116家會員公司，其中98家屬基本會員，其餘的18家為附屬會員。

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為目標，繼續提供免費調解保險索償投訴的服務。

公眾教育

投訴局在2009年11月至12月期間，透過香港保險業聯會（保聯）於商業電台叱吒903播出、每集為時一分半鐘的「阿保日記」的其中20集。

透過這些電台宣傳節目，讓公眾人士認識保險的基本知識及原則、提出索償時重要事項、介紹投訴局之功能、職權範圍及處理投訴的步驟。

保險索償投訴委員會

投訴委員會設於投訴局之下，是個獨立運作的組織。投訴委員會有五位成

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 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 reflects the impartiality and independence of this alternate dispute resolution mechanism.

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.

Honorary Secretaries

In order to express our heartfelt appreciation to our Honorary Secretaries for their unfailing support over the years, the Bureau organized a cocktail reception for Honorary Secretaries on 23 November 2009. This was the first time the Bureau has ever arranged such event for Honorary Secretaries during which they can meet each other and share their experiences. The cocktail reception was successful with around 40 guests. I am pleased to learn that some of our Honorary Secretaries have served the Bureau for more than 12 years. Many of them expressed interest in studying the cases referred to them for comments. Some even said that the cases were good teaching materials for training and discussion with their junior claim staff.

員：現任主席為大律師徐福榮先生，另有兩位來自業界的成員，其餘兩位則是非業界的專業人士。業界委員為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。非業界委員分別為消費者委員會代表郭琳廣BBS太平紳士和香港會計師公會的代表Paul F Winkelmann先生。投訴委員會大部分成員為非業界人士，反映這個另類調解糾紛機制不偏不倚、獨立不阿。

投訴委員會的宗旨是為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為80萬港元。

名譽顧問

投訴局為了對名譽顧問過往多年予以無限支持，表達衷心的感謝，遂於2009年11月23日首次舉辦酒會，讓名譽顧問聚首一堂、交流經驗。是次酒會有近40位賓客出席，欣悉部分名譽顧問為投訴局服務超過12載，大部分均表示對審閱被轉介的投訴個案深感興趣，其中更有名譽顧問認為投訴個案是良好的訓練教材，可跟其資歷較淺的理賠職員分享討論。

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.

Being aware that the workload of our Honorary Secretaries was becoming more and more demanding due to the increasing number of cases, we carried out a recruiting exercise in January/February this year urging support from our Members. I am glad that five new Honorary Secretaries have joined the Bureau through this round of exercise. Together with these newly joined Honorary Secretaries, the Bureau has altogether 48 Honorary Secretaries to date, comprising 28 from the general business and 20 from the life business.

For each case which goes to the Complaints Panel, the professional opinions of three Honorary Secretaries have to be sought. 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.

Acknowledgement

On behalf of the General Committee, I would like to convey our sincere appreciation to all the following Members of the Complaints Panel for their tireless efforts and remarkable commitment during the year: 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 Steven T C Kwok, Mr Roger D Steel, Mr K H Wong, Mr James C K Wong and Mr Allan K N Yu, I am most grateful for their unfailing support and wise counsel.

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。

投訴個案日益增加，令名譽顧問的工作量更見沉重。投訴局於本年1月、2月進行招募，邀請會員加入名譽顧問的行列，欣悉是次行動成功招募了5位新名譽顧問，令投訴局名譽顧問的數字上升至48位，包括28位從事一般保險業務及20位專責人壽保險業務。

個案交予投訴委員會審理之前，都會先尋求三位名譽顧問的意見。為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，或委派高級職員為替任代表，支持投訴局的工作。

鳴謝

謹代表理事會仝仁向投訴委員會委員徐福榮先生、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、郭德才先生、盧德隆先生、王覺豪先生、王建國先生及余健南先生戮力支持和指點提撥。

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.

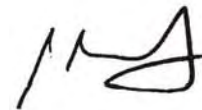
Lastly, I want to thank all of our member companies for their support and co-operation and the Bureau Secretariat and the staff of the HKFI for their dedication and hard work during the year.



Michael Huddart
Chairman
30 April 2010

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
2010年4月30日

ICCB
Annual Report
2009/2010年報

List of
Office-bearers

理事、委員、
名譽顧問名錄



30 April 2009 to 30 April 2010
2009年4月30日至2010年4月30日

理事、委員、 名譽顧問名錄

ICCB Annual Report 2009/2010 年報

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 Steven
T C Kwok
郭德才先生



Mr Roger D
Steel
盧德隆先生



Mr James
C K Wong
王建國先生



Mr K H
Wong
王覺豪先生



Mr Allan
K N Yu
余健南先生

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
徐福榮先生
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

Ms Charity C S Au
 Mr Samuel Berry
 Mr Denny Y L Chan (resigned on 25/09/2009)
 Mr James C Y Chan
 Mr Simon K Chan
 Mr K P Cheng
 Mr M K Cheng (resigned on 01/06/2009)
 Mr Simon Y K Cheng
 Mr Kevin Cheung
 Ms Agnes H K Choi
 Ms Paula W Y Choi (resigned on 26/04/2010)
 Ms Vivian L C Choi
 Mr Andrew Y M Chow
 Mr K Y Chow (resigned on 29/10/2009)
 Mr Alex W Y Chu
 Ms Ann Coughlan
 Mr Praveen M Daswani
 Mr David W Farley
 Mr Peter G Ford
 Ms Joanna Fu (resigned on 12/05/2009)
 Mr Eric L P Fung
 Ms Peggy K H Fung
 Mr David J Gervais
 Mr S K Ho
 Mr Michael E Huddart
 Ms Luzia R Hung
 Mr Chris K K Ip
 Mr K C Kong
 Mr Vineet Kumar
 Mr Andy W H Kwok

名譽顧問

歐之珊女士
 Samuel Berry 先生
 陳用樑先生 (25/09/2009退任)
 陳自然先生
 陳坤先生
 鄭國屏先生
 鄭文光先生 (01/06/2009退任)
 鄭銳強先生
 張子建先生
 蔡香君女士
 蔡惠儀女士 (26/04/2010退任)
 蔡靈芝女士
 周耀明先生
 周家彥先生 (29/10/2009退任)
 朱永耀先生
 郭蔚霖女士
 戴宏年先生
 David W Farley先生
 Peter G Ford先生
 傅翠霞女士 (12/05/2009退任)
 馮立邦先生
 馮潔苻女士
 David J Gervais先生
 何少強先生
 何達德先生
 吳智珊女士
 葉家駒先生
 江劍清先生
 Vineet Kumar先生
 郭渭洪先生

理事、委員、 名譽顧問名錄

IOCB Annual Report 2009/2010 年報

Mr Steven T C Kwok		郭德才先生	
Mr Y M Lai		賴遠文先生	
Mr Mike S C Lee		李少川先生	
Mr Alvin C H Li		李哲恒先生	
Mr Stephen N W Lo	(resigned on 05/08/2009)	盧乃惠先生	(05/08/2009退任)
Mr Jecky S W Lui		呂新榮先生	
Mr Anthony S L Mak		麥社良先生	
Mr M T Ng	(resigned on 30/06/2009)	吳文棠先生	(30/06/2009退任)
Mr Ronnie W F Ng		伍榮發先生	
Mr Jimmy W F Poon		潘榮輝先生	
Mr Mark Shortland	(resigned on 08/06/2009)	Mark Shortland先生	(08/06/2009退任)
Mr Ivan K W Tam		譚國榮先生	
Mr James P K Tang		鄧伯詢先生	
Mr K Y To	(deceased)	杜覺英先生	(已歿)
Ms Margaret K C Tsang		曾潔聰女士	
Ms Eugenia Y C Tsui	(resigned on 27/10/2009)	徐緣珍女士	(27/10/2009退任)
Mr Robert L Valitchka		Robert L Valitchka先生	
Mr Des Walsh		Des Walsh先生	
Mr Simon K M Wan		溫敬文先生	
Mr Patrick C T Wan		尹志德先生	
Mr Mark Wearmouth	(resigned on 12/05/2009)	Mark Wearmouth先生	(12/05/2009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 Thomson W W Yeung		楊永華先生	
Ms Amy K Y Yim		嚴嘉恩女士	
Mr Allan K N Yu		余健南先生	

ICCB
Annual Report
2009/2010 年報

Members
List 會員名錄



As at 30 April 2010
於2010年4月30日

FULL MEMBERS

ABCI Insurance Co Ltd
 ACE Insurance Ltd
 Allianz Insurance (Hong Kong) Ltd
 Allied World Assurance Co Ltd
 American Home Assurance Co
 American International Assurance Co (Bermuda) Ltd
 Asia Insurance Co Ltd
 Assicurazioni Generali SpA
 Aviva Life Insurance Co Ltd
 AXA China Region Insurance Co (Bermuda) Ltd
 AXA Corporate Solutions Assurance
 AXA General Insurance Hong Kong Ltd
 Bank of China Group Insurance Co Ltd
 BEA Life Ltd
 Blue Cross (Asia-Pacific) Insurance Ltd
 BOC Group Life Assurance Co Ltd
 Bupa (Asia) Ltd
 California Insurance Co Ltd
 Canadian Insurance Co Ltd
 Chartis Insurance Hong Kong Ltd
 Chevalier Insurance Co Ltd
 China BOCOM Insurance Co Ltd
 China Life Insurance (Overseas) Co Ltd
 China Merchants Insurance Co Ltd
 China Overseas Insurance Ltd
 China Pacific Insurance Co (Hong Kong) Ltd
 China Ping An Insurance (Hong Kong) Co Ltd
 China Taiping Insurance (Hong Kong) Co Ltd
 Chong Hing Insurance Co Ltd
 CIGNA Worldwide General Insurance Co Ltd
 CIGNA Worldwide Life Insurance Co Ltd
 Clerical Medical Investment Group Ltd

基本會員

農銀國際保險有限公司
 安達保險有限公司
 安聯保險（香港）有限公司
 Allied World Assurance Co Ltd
 美安保險公司
 美國友邦保險（百慕達）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
 加洲保險有限公司
 加拿大保險有限公司
 美亞保險香港有限公司
 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
 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
 中國太平保險（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 Ltd

Concord Insurance Co Ltd	合群保險有限公司
Crown Life Insurance Co	皇冠人壽
Dah Sing Insurance Co Ltd	大新保險有限公司
Dah Sing Life Assurance Co Ltd	大新人壽保險有限公司
Desjardins Financial Security Life Assurance Co	Desjardins Financial Security Life Assurance Co
Falcon Insurance Co (Hong Kong) Ltd	富勤保險（香港）有限公司
Federal Insurance Co	聯邦保險公司
First American Title Insurance Co	第一美業權保險公司
Fortis Insurance Co (Asia) Ltd	富通保險（亞洲）有限公司
Friends Provident International Ltd	英國友誠國際有限公司
GAN Assurances IARD	GAN Assurances IARD
Generali International Ltd	Generali International Ltd
Hang Seng General Insurance (Hong Kong) Co Ltd	恒生財險（香港）有限公司
Hang Seng Insurance Co Ltd	恒生保險有限公司
HDI – Gerling Industrie Versicherung AG	HDI – Gerling Industrie Versicherung AG
Hong Kong Life Insurance Ltd	香港人壽保險有限公司
Hong Leong Insurance (Asia) Ltd	豐隆保險（亞洲）有限公司
HSBC Insurance (Asia) Ltd	滙豐保險（亞洲）有限公司
HSBC Life (International) Ltd	滙豐人壽保險（國際）有限公司
ING General Insurance Co Ltd	安泰保險有限公司
ING Life Insurance Co (Bermuda) Ltd	ING Life Insurance Co (Bermuda) Ltd
Kono Insurance Ltd	工安保險有限公司
Liberty International Insurance Ltd	利寶國際保險有限公司
Lloyd's	勞合社
Manulife (International) Ltd	宏利人壽保險（國際）有限公司
MassMutual Asia Ltd	美國萬通保險亞洲有限公司
MetLife Ltd	大都會人壽保險有限公司
Metropolitan Life Insurance Co of Hong Kong Ltd	美商大都會人壽保險香港有限公司
Min Xin Insurance Co Ltd	閩信保險有限公司
The Ming An Insurance Co (China) Ltd Hong Kong Branch	民安保險（中國）有限公司香港分公司
MSIG Insurance (Hong Kong) Ltd	三井住友海上火災保險（香港）有限公司
The New India Assurance Co Ltd	新印度保險有限公司
New York Life Insurance Worldwide Ltd	紐約人壽環球保險有限公司

Nipponkoa Insurance Co (Asia) Ltd	日本興亞保險（亞洲）有限公司
The Pacific Insurance Co Ltd	太平洋保險有限公司
Paofong Insurance Co (Hong Kong) Ltd	寶豐保險（香港）有限公司
The People's Insurance Co of China (Hong Kong) Ltd	中國人民保險（香港）有限公司
Phoenix Life Ltd	Phoenix Life Ltd
Pioneer Insurance & Surety Corporation	信孚保險有限公司
Principal Insurance Co (Hong Kong) Ltd	美國信安保險有限公司
The Prudential Assurance Co Ltd	英國保誠保險有限公司
QBE Hongkong & Shanghai Insurance Ltd	昆士蘭聯保保險有限公司
Royal & Sun Alliance Insurance plc	皇家太陽聯合保險公司
Royal London 360 Insurance Co Ltd	Royal London 360 Insurance Co Ltd
Royal Skandia Life Assurance Ltd	萊斯基亞
Scottish Mutual International plc	Scottish Mutual International plc
The Sincere Insurance and Investment Co Ltd	先施保險置業有限公司
Sompo Japan Insurance (Hong Kong) Co Ltd	日本財產保險（香港）有限公司
Sompo Japan Insurance Inc	Sompo Japan Insurance Inc
Standard Life (Asia) Ltd	標準人壽保險（亞洲）有限公司
Starr International Insurance (Asia) Ltd	Starr International Insurance (Asia) Ltd
Sun Hung Kai Properties Insurance Ltd	新鴻基地產保險有限公司
Sun Life Hong Kong Ltd	香港永明金融有限公司
Target Insurance Co Ltd	泰加保險有限公司
The Tokio Marine & Fire Insurance Co (Hong Kong) Ltd	東京海上火災保險（香港）有限公司
Transamerica Life (Bermuda) Ltd	全美人壽百慕達
Transamerica Life Insurance Co	Transamerica Life Insurance Co
Trinity General Insurance Co Ltd	三聯保險有限公司
Tugu Insurance Co Ltd	德高保險有限公司
United Builders Insurance Co Ltd	建安保險有限公司
UOB Insurance (Hong Kong) Ltd	大華保險
Wing Hang Zurich Insurance Co Ltd	永亨蘇黎世保險有限公司
Wing Lung Insurance Co Ltd	永隆保險有限公司
XL Insurance Co Ltd	XL Insurance Co Ltd
Zurich Assurance Ltd	蘇黎世人壽
Zurich Insurance Co Ltd	蘇黎世保險有限公司

AFFILIATE MEMBERS

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

New Hampshire Insurance Co
The Pacific Life Assurance Co Ltd
Phoenix & London Assurance Ltd
The Sincere Life Assurance Co Ltd
The Symbol Underwriters Ltd
Tokio Marine and Nichido Fire Insurance Co Ltd

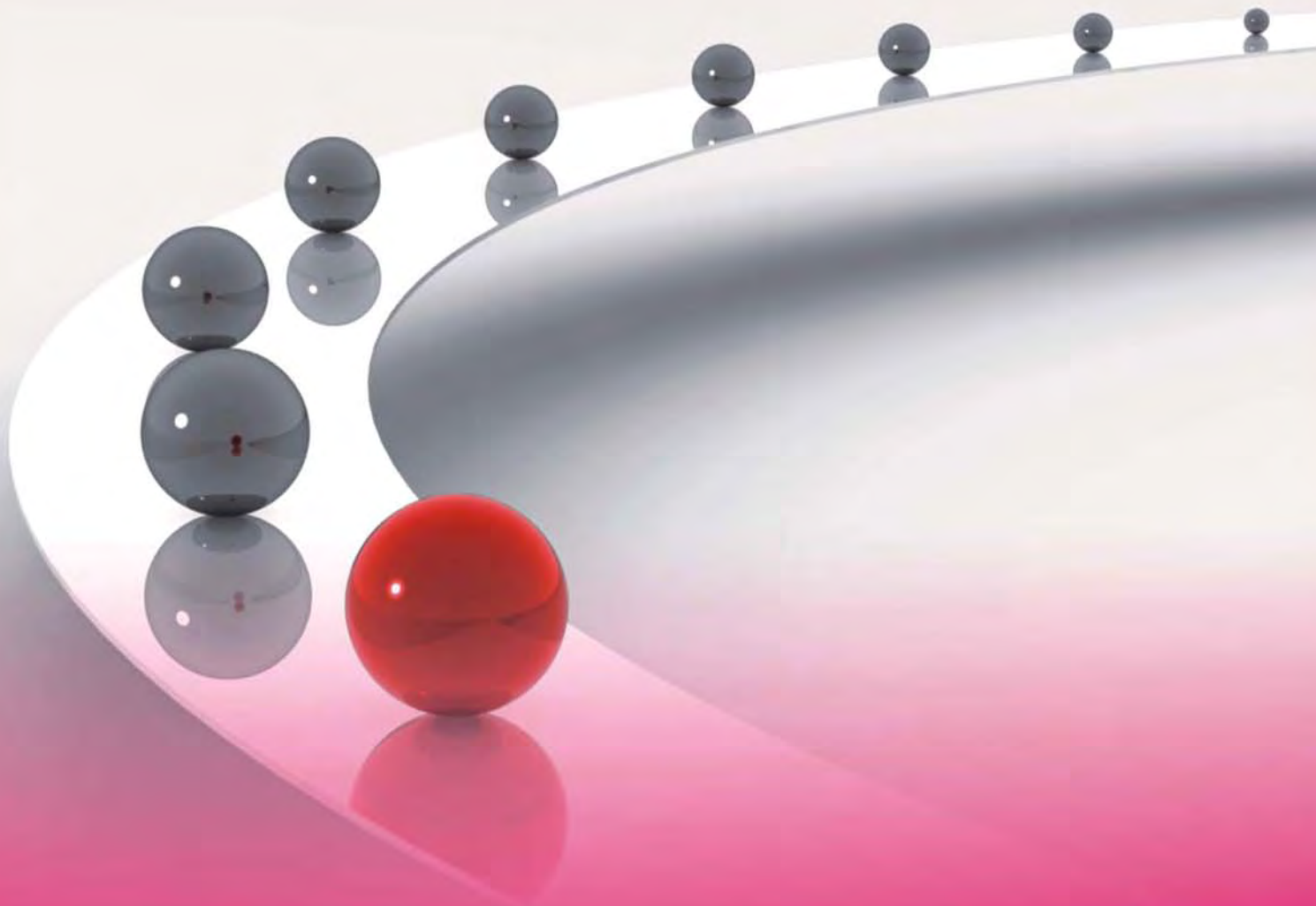
Zurich International Life Ltd
Zurich Life Insurance Co Ltd

附屬會員

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 Ltd
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 Co of
Pittsburgh, Pa
New Hampshire Insurance Co
太平洋人壽保險有限公司
Phoenix & London Assurance Ltd
先施人壽保險有限公司
先寶保險有限公司
Tokio Marine and Nichido Fire
Insurance Co Ltd
Zurich International Life Ltd
蘇黎世人壽保險有限公司

ICCB
Annual Report
2009/2010 年報

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.
投訴人為保單持有人／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為香港居民。
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。

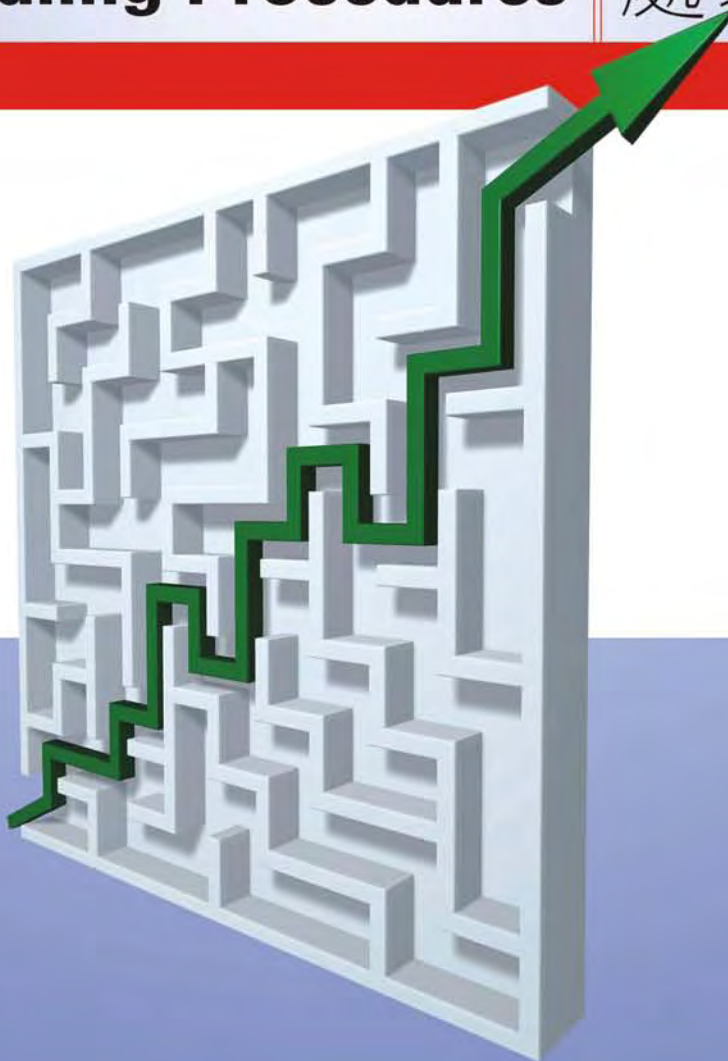
** If an insured holds multiple policies, the aggregate amount of the individual claims involved should not exceed HK\$800,000 should the causes of claims be identical or similar. As regards long-tail and periodic claims, the total claim amount, calculated up to a period of five years, should not exceed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

如果被保人持有 multiple 保單，而要求賠償的原因相同或類同，則索償總額以不超過80萬港元為限；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。



ICCB
Annual Report
2009/2010年報

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。

處理投訴步驟

ICCB Annual Report 2009/2010 年報



ICCB
Annual Report
2009/2010年報

Statistics | 統計數字



1 January 2009 to 31 December 2009
2009年1月1日至2009年12月31日

The Bureau handled 575 cases in 2009, of which 518 were new cases (22% increase compared with 424 in the previous year) and 57 cases were brought forward from 2008. Out of these 575 cases, 177 were dismissed because they did not fall within the terms of reference of the Bureau. Of the remaining 398 cases, 338 were closed while the balance of 60 cases were carried forward to 2010 (table 1).

The main categories of complaints in the 338 cases closed included application of policy terms, excluded items, amount of indemnity, non-disclosure 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 travel insurance policies constituted the first three largest categories of claim disputes (see figure 2).

Amongst the 338 cases closed, 49 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 was no *prima facie* evidence in 181 cases and 51 cases were withdrawn by the claimants. The remaining 57 cases (17%) were presented to the Complaints Panel for deliberation (see figure 3). The Complaints Panel ruled in favour of the complainant in 8 cases and upheld the insurer's decision in 49 cases (see figure 5).

In total, 57 complainants received an aggregate of HK\$3.02 million claims compensation from insurance companies, of which HK\$1.84 million was resolved by mutual settlement (49 cases) and the balance of HK\$1.18 million was awarded by the Complaints Panel (8 cases). The highest award in a single case was HK\$600,000.

Further analyses of the 338 cases closed in 2009 are detailed in tables 2 and 3.

投訴局於2009年處理了575宗投訴個案，其中518宗屬新接獲的個案（比去年的424宗增加22%），而57宗則是2008年尚未審結的個案。在575宗已處理的投訴個案中，有177宗超出投訴局的職權範圍，至於其餘的398宗受理個案中，有338宗已經審結，餘下的60宗尚未結案，須留待2010年處理（表一）。

338宗已審結個案的糾紛主要涉及保單條款的詮釋、不保項目、賠償金額、沒有披露事實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／危疾保險及旅遊保險（見圖二）。

在338宗已審結的個案中，有49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181宗表面證據不成立、51宗的索償人撤銷投訴。餘下的57宗個案（17%），則交由投訴委員會審理（見圖三）。投訴委員會裁定八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49宗（見圖五）。

年度內，共有57位投訴人獲得保險公司賠償，涉及的賠償額達302萬港元，其中184萬港元是49宗雙方和解個案的賠償額，而餘下的118萬港元則是投訴委員會裁定八宗得直個案的賠償額，單一宗個案的最高賠償金額為60萬港元。

就338宗已審結個案的進一步分析，請參看表二及表三。

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

Table 1 表一

	2005	2006	2007	2008	2009
Cases brought forward 承接上年度尚未審結的個案	60	93	73	60	57
Cases received 新接獲的個案	344	392	354	424	518
Cases handled 年內處理的個案	404	485	427	484	575
Outside Terms of Reference 超逾職權範圍的個案	65	101	70	129	177
Cases closed 審結的個案	246	311	297	298	338
Cases carried forward 留待來年處理的個案	93	73	60	57	60

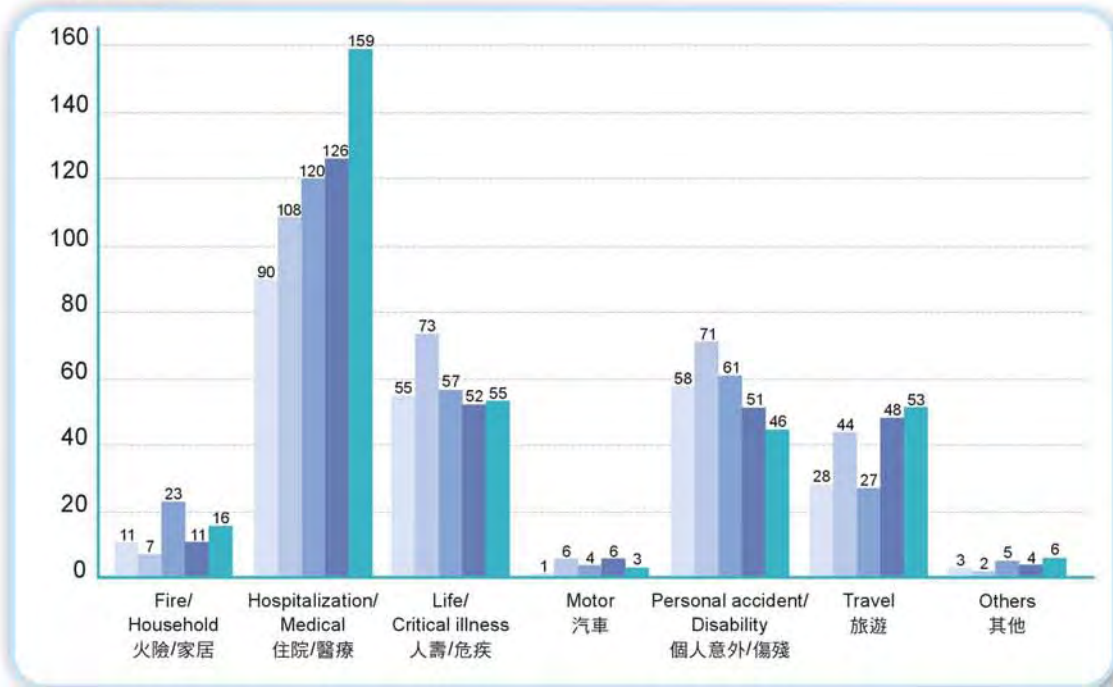
Nature of Complaints Closed 結案投訴類別

Figure 1 圖一



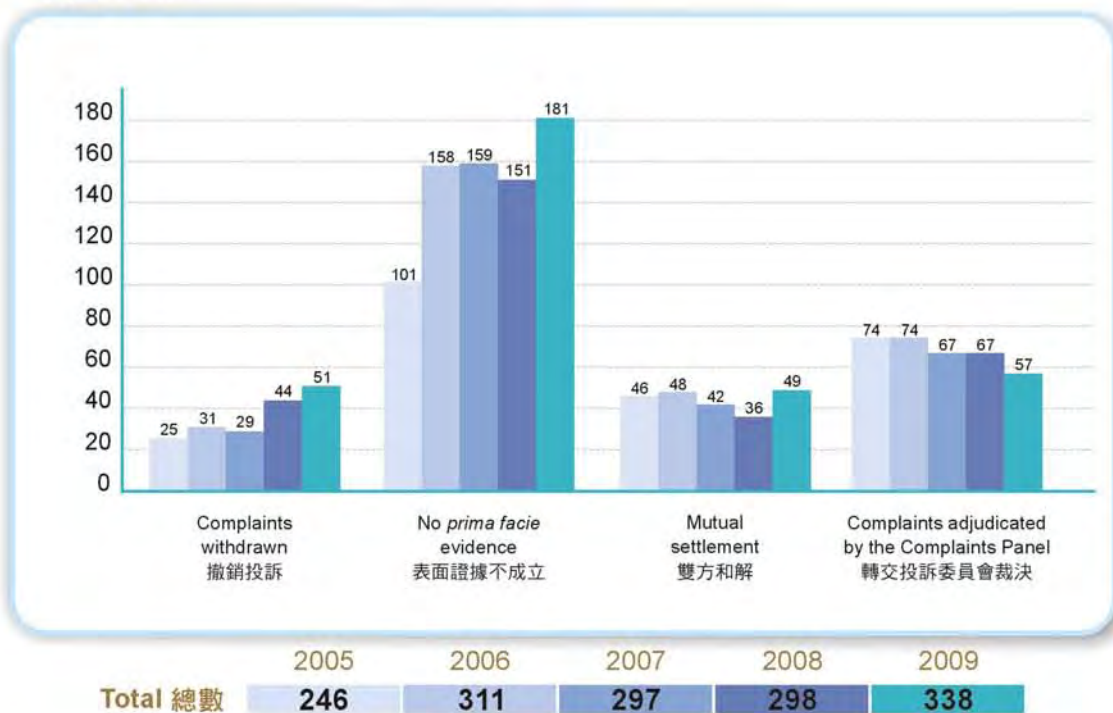
Types of Policies 保單類別

Figure 2 圖二



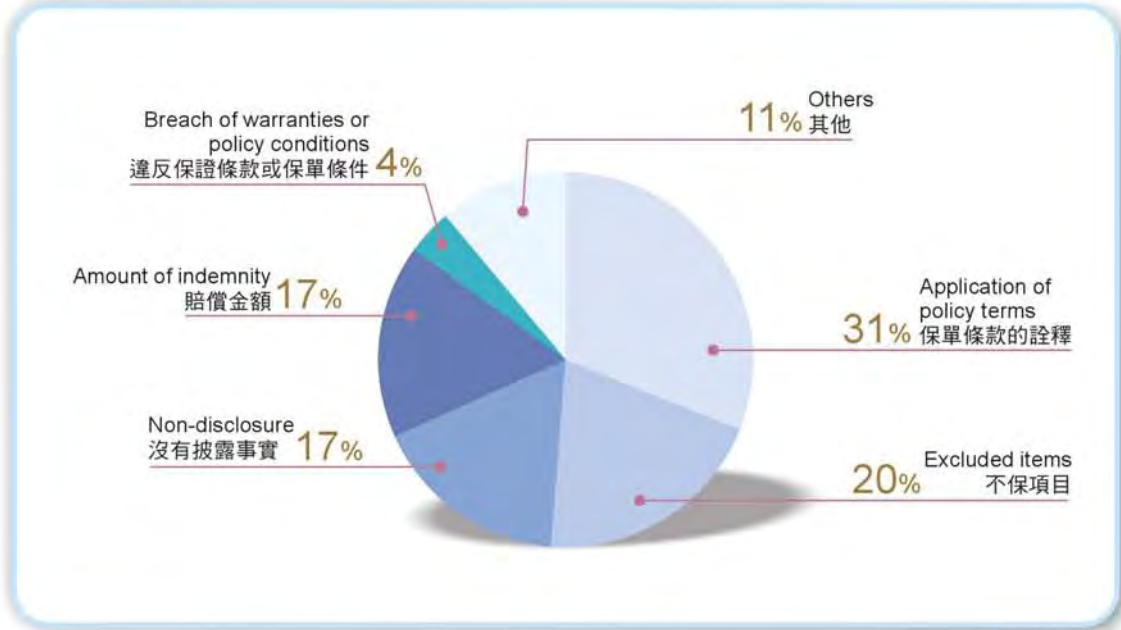
Outcome of Cases Closed 結案分類

Figure 3 圖三



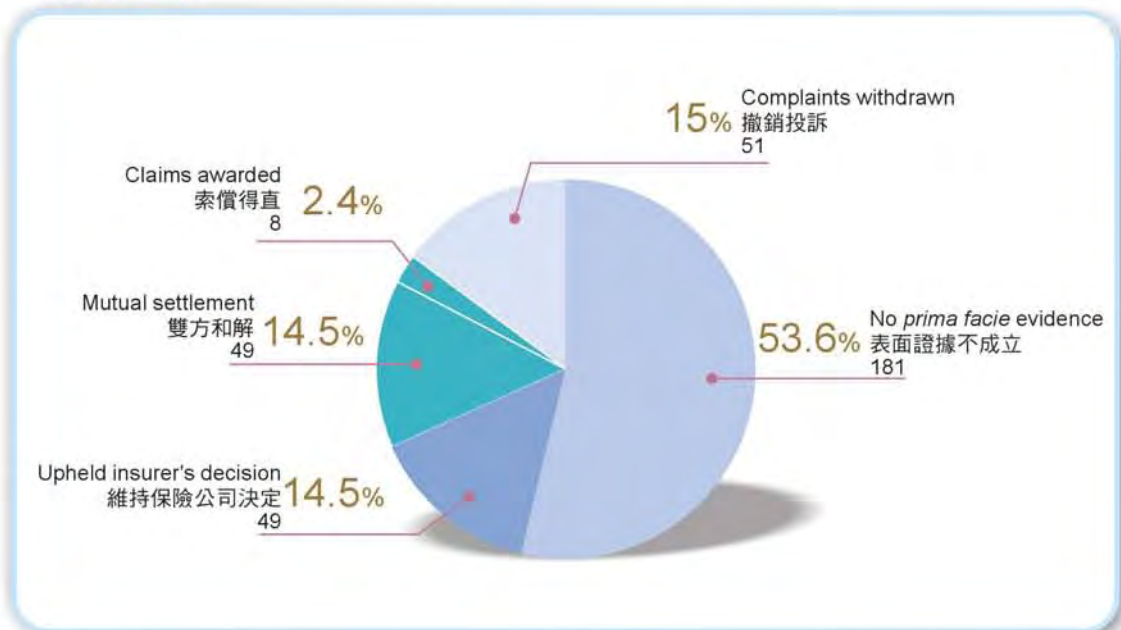
Nature of Complaints Closed in 2009 2009年結案投訴類別

Figure 4 圖四



Outcome of Cases Closed in 2009 2009年結案分類

Figure 5 圖五



Nature of Complaints by Types of Policies 不同類型保單的投訴項目分類

Table 2 表二

Types of policies 保單類別	Fire/ Household 火險/家居	Hospitalization/ Medical 住院/醫療	Life/ Critical Illness 人壽/危疾	Motor 汽車	Personal Accident/ Disability 個人意外/ 傷殘	Travel 旅遊	Others 其他	Total 總數
Nature of complaints 投訴類別								
Amount of indemnity 賠償金額	4	33	4	2	7	8	1	59
Application of policy terms 保單條款的詮釋	5	28	25	0	23	24	0	105
Breach of warranties or policy conditions 違反保證條款或保單條件	2	1	2	0	2	6	1	14
Excluded items 不保項目	5	42	3	0	7	11	0	68
Non-disclosure 沒有披露事實	0	42	13	0	1	0	0	56
Others 其他	0	13	8	1	6	4	4	36
Total 總數	16	159	55	3	46	53	6	338

Outcome of Cases Closed by Types of Policies 不同類型保單的結案分類

Table 3 表三

Types of policies 保單類別	Fire/ Household 火險/家居	Hospitalization/ Medical 住院/醫療	Life/ Critical Illness 人壽/危疾	Motor 汽車	Personal Accident/ Disability 個人意外/ 傷殘	Travel 旅遊	Others 其他	Total 總數
Outcome of cases closed 結案分類								
Claims awarded 索償得直	0	4	2	0	2	0	0	8
Mutual settlement 雙方和解	2	30	2	1	5	7	2	49
Upheld insurer's decision 維持保險公司決定	4	27	2	0	5	11	0	49
Complaints withdrawn 撤銷投訴	2	25	7	0	9	7	1	51
No <i>prima facie</i> evidence 表面證據不成立	8	73	42	2	25	28	3	181
Total 總數	16	159	55	3	46	53	6	338

ICCB
Annual Report
2009/2010 年報

Powers of
the Complaints Panel | 投訴委員會
的權力

M
Michael F S Tsui
Chairman

The Insurance Claims Complaints Panel

徐福榮 先生
保險索償投訴委員會主席



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。除非投訴委員會認為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為準」。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」為主，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。為求判決公道和合理，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。

投訴委員會的權力

ICCB Annual Report 2009/2010 年報



Members of the Complaints Panel attend the media conference held on 17 March 2010.
投訴委員會委員出席於2010年3月17日舉行的新聞發布會。



Chairman 主席

1. Mr Michael F S Tsui
徐福榮先生

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

ICCB
Annual Report
2009/2010 年報

Case
Review || 個案分析 ||



1 January 2009 to 31 December 2009
2009年1月1日至2009年12月31日

APPLICATION OF POLICY TERMS 保單條款的詮釋

Medically Necessary 醫療需要

The Complaint 投訴內容

Case 1

個案 1

The complainant experienced cough and sputum for one month and sought medical consultation one week prior to his admission to a private hospital. He was diagnosed as suffering from lung tumour. Positron emission tomography (PET) scan was performed during confinement and he was eventually discharged on the next day. He was confined to another private hospital two days later and the diagnosis was pulmonary tuberculosis. Right thoroscopic wedge excision of right upper lobe solitary pulmonary nodule was performed during his hospitalization.

The insurer settled the complainant's hospitalization claim for the second confinement, but rejected his claim for the first confinement on the ground that his first admission was not medically necessary.

投訴人於入院前一星期，因持續一個月咳嗽帶痰，遂向醫生求診，診斷證實患有肺腫瘤。投訴人於住院期間進行正電子釋放斷層掃描，翌日出院，兩天後入住另一家私家醫院，證實患上肺結核，並於住院期間進行胸腔鏡楔形手術，切除右肺葉孤立肺結節。

保險公司賠償受保人第二次住院的費用，但不予賠償第一次住院的費用，理由是首次入院並沒有醫療需要。

Findings of the Complaints Panel

Although the complainant's first admission was for PET scan and flow rate study, the attending doctor confirmed that the complainant was admitted with a view to undergoing an urgent operation for his right lung mass. PET scan was performed as part of pre-operative assessment. The doctor further explained that it was due to the tight operation schedule of the first hospital and the long waiting queue for the operation that the complainant was discharged and the operation was cancelled. In fact, the complainant was admitted to the second hospital two days later for the urgent operation. The doctor confirmed that should the operation not be cancelled and rescheduled, the PET scan would have been done within the same admission as the surgery.

Based on the above, the Complaints Panel agreed that there was an urgency for the complainant to have the operation done without delay. If the operation was not rescheduled, the PET scan fee would have been incurred within the same admission as the surgery.

投訴委員會的調查結果

雖然投訴人第一次入院是為了進行正電子釋放斷層掃描和流速研究，但是主診醫生證實投訴人入院是就右肺腫塊進行緊急手術，而正電子釋放斷層掃描屬手術前的評估檢查。醫生更解釋由於投訴人入住的首家醫院的手術安排頻繁，需要輪候很長時間才可以進行手術，故投訴人出院並取消該次手術。投訴人於兩天後入住另一家醫院進行緊急手術，醫生證明如果不是取消了這項手術，另擇日期進行的話，正電子釋放斷層掃描跟手術會一併在同一次住院時進行。

基於以上各點，投訴委員會同意投訴人有急切需要進行手術。假如沒有另擇日期動手術，正電子釋放斷層掃描的費用也會在進行手術那一次的住院中開銷。

Ruling of the Complaints Panel

The Complaints Panel resolved to treat the two confinements as a whole and ruled that the complainant should be entitled to the medical expenses incurred during his first confinement for about HK\$16,000.

Message from the Complaints Panel

When handling this type of dispute, the Complaints Panel pays particular attention to the attending doctor's medical opinion. The urgency of an operation and whether the pre-operative investigative tests form part of the patient's entire treatment are also important factors for the Complaints Panel to consider in such cases. If there is concrete evidence to substantiate that the diagnostic tests are done as a prerequisite for the subsequent operation which is performed within the same admission, the Complaints Panel will usually rule in favour of the insured.

投訴委員會的裁決

投訴委員會決定將兩次住院作一次論，並裁定投訴人應該可獲發首次住院時的醫療費用，涉及金額約16,000港元。

投訴委員會的意見

投訴委員會在處理這類糾紛時，特別留意主診醫生的意見，手術的急切性、手術前進行的檢驗性測試是否治療過程的一部分都是參考的重要元素。假如有實質證據證明在同一次住院期間進行的那些診斷性測試是動手術前必要進行的，則投訴委員會多數會裁定受保人得直。



The Complaint 投訴內容

Case 2

個案 2

The complainant consulted a private doctor due to pain over her neck with radiation to both shoulders as well as on and off lower abdominal pain colic with vague complaint of flushing for one week. She was confined to a private hospital two days later and the diagnosis was cervical spondylosis.

The complainant 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.

投訴人因持續一周感到肩頸痛、間中下腹絞痛和潮紅而向私家醫生求診，兩天後入住私家醫院，診斷證實患上頸椎關節炎。

投訴人向保險公司索償住院開支，但卻被拒，理由是其住院並非醫療需要。

Findings of the Complaints Panel

The Complaints Panel noted from the hospital receipt that laboratory tests, x-ray, bone densitometry and ultrasound were performed during the complainant's 3-day hospital confinement.

投訴委員會的調查結果

投訴委員會從醫院發出的收據中得悉，受保人在住院三天期間進行了多項化驗、X光檢查、骨質密度測定和超聲波檢查。

The attending physician confirmed that the complainant's condition was satisfactory upon admission. She was given anti-inflammatory analgesic for her multiple joint pain and hormonal treatment for her menopausal symptoms together with physical therapy. The Complaints Panel was not convinced that her confinement was for urgent medical need.

Ruling of the Complaints Panel

Given that the complainant's admission was solely and primarily for the purpose of diagnostic tests which could have been effectively performed on an outpatient basis without the need of inpatient stay, the Complaints Panel ruled that her confinement was not deemed to be 'medically necessary'. It therefore endorsed the insurer's decision to reject the hospitalization claim of about HK\$10,400.

Message from the Complaints Panel

Having considered the reasons given by the attending physician for admitting the patient, the Complaints Panel, when reviewing disputes concerning 'medically necessary', also pays 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.

主診醫生證實投訴人入院時的病況理想，處方專治多種關節痛的消炎止痛藥，以及採用激素療法治療其更年期症狀，並進行了物理治療。投訴委員會不相信其住院是有急切的醫療需要。

投訴委員會的裁決

由於投訴人住院純粹只為進行檢查性測試，而這些測試可以在門診進行，毋須住院，因此，投訴委員會裁定其住院並非「醫療需要」，故同意保險公司拒絕其住院索償，涉及10,400港元。

投訴委員會的意見

在審理有關「醫療需要」的糾紛時，投訴委員會考慮安排受保人住院的主診醫生意見之外，也會留意以下各點：

1. 受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。

Accidental Bodily Injury 因意外事故造成身體受傷



The Complaint 投訴內容

The insured sprained his back while lifting heavy objects in May 2008. He first sought consultation at a private doctor's clinic 10 days later, presenting with swelling and muscle spasm over his lower back. Computed tomography (CT) scan revealed prolapsed intervertebral disc (PID) L4/5. He later attended a government hospital and the diagnosis was low back pain. He was granted 177 days sick leave.

Case 3

個案3

Given that there was no proof that the insured's loss was effected directly and independently of all other causes by accident as evidenced by a visible bruise or wound on his body, the insurer rejected his accident claim.

受保人在2008年5月提舉重物時扭傷背部，於十天後首次求診，腰部呈現腫脹和肌痙攣。電腦X射線斷層成像掃描顯示第4-5腰椎間盤凸出，及後受保人到政府醫院求診，診斷證實是腰痛，獲發177天病假。

由於沒有證據證明受保人的損傷是直接和純粹由某宗獨立意外事故造成的傷患，而身體也沒有表面傷痕，故保險公司拒絕其意外索償。

Findings of the Complaints Panel

The Complaints Panel noted from the insurer's claim record that the insured had a sprain back injury at home on 18 December 2007. The private physician at the material time stated that the insured consulted him on 19 December 2007 due to mild swelling over lumbar region. He was suspected to have PID and was advised to perform magnetic resonance imaging.

The Complaints Panel was not convinced that there was adequate proof for the insured's allegation of having a sprain back injury in May 2008. Since the insured was suspected to suffer from PID in December 2007, the Complaints Panel was inclined to believe that the insured's current suffering of PID L4/5 was more likely to be exacerbated by his previous condition rather than caused directly and independently by the alleged incident in May 2008.

Ruling of the Complaints Panel

The Complaints Panel ruled that the insurer's decision to decline his accident claim of about HK\$62,000 was appropriate.

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. If there is evidence showing that other factors like previous injury or degenerative changes exist which have exaggerated the insured's condition, the Complaints Panel will likely support the insurer's decision.

投訴委員會的調查結果

投訴委員會從保險公司的索償紀錄中得悉，受保人在2007年12月18日曾經在家扭傷背部，私家醫生當時指受保人於翌日因腰椎輕微腫脹而求診，懷疑是腰椎間盤凸出，建議進行磁力共振掃描。

投訴委員會不相信有足夠證據，證明受保人指於2008年5月扭傷背部，由於懷疑受保人的腰椎間盤凸出是2007年12月釀成的，故投訴委員會傾向相信受保人的第4-5腰椎間盤凸出是舊患惡化的結果，而非由2008年5月的事故直接引起的。

投訴委員會的裁決

投訴委員會裁定保險公司拒絕其意外賠償的決定合理，涉及金額62,000港元。

投訴委員會的意見

在審核意外索償時，投訴委員會的焦點在於確定受保人是否直接和純粹由某宗獨立的意外事故，造成真正的傷患，而當中並不涉及任何其他因素。假如有證據顯示有其他因素，例如：舊患或退化等因素令受保人的病情加劇，則投訴委員會多數會支持保險公司的決定。

Robbery 搶劫



The Complaint 投訴內容

Case 4

個案 4

The complainant discovered that his wallet was stolen by pickpockets on his journey to Czech Republic. He reported the loss to the local police immediately and lodged a claim to the insurer after he returned to Hong Kong for the loss of his wallet, 1-day transport ticket and cash.

The insurer settled the loss of the complainant's wallet as well as the cost incurred for obtaining the lost transport ticket, but declined his claim for the loss of cash. This was because the insurer was only liable under the travel policy to pay loss of cash only as a direct result of robbery. The complainant's claim for loss of cash fell outside the scope of benefit coverage.

投訴人在捷克旅行期間，發現被扒手偷去錢包，遂即時向當地警方報案，返港後隨即向保險公司索償，要求賠償其錢包、一天車票和現金。

保險公司就投訴人遺失的錢包和補領車票所引致的費用作出賠償，但沒有賠償其現金損失，因為保單規定保險公司只會賠償直接因搶劫引致的現金損失，投訴人索償的現金損失超出保障範圍。

Findings of the Complaints Panel

According to 'Personal Money and Travel Documents' provisions of the travel policy, 'the Insurer shall pay…… for each insured person in respect of 1) loss as a direct result of robbery of cash…… taken on journey; 2) costs of obtaining replacement passports, visas, travel tickets and other travel documents lost during the period of insurance'.

The complainant argued that there was no definition of the word 'robbery' in the policy. As a layman, he believed that the travel policy would cover loss of cash due to theft, pickpocket and robbery.

The Complaints Panel learnt from the local police that the complainant's wallet, which was placed in the front pocket of his trousers, was stolen in a crowded underground train. The complainant discovered the loss only after he reached his destination. No force or intimidation had been involved.

In the absence of any specific policy definition for the term 'robbery', the Complaints Panel considered that it should be construed according to its ordinary sense. The common and everyday usage of the word 'robbery' should denote a crime of stealing involving violence or intimidation.

投訴委員會的調查結果

旅遊保單的「個人錢財及證件」條款訂明「保險公司負責……每名受保人1) 在旅程中因搶劫引致損失的現金，以及2)在受保期間補領護照、簽證、機票及其他旅遊證件的費用。」

投訴人反駁指保單內沒有界定「搶劫」的意思，作為門外漢，他以為旅遊保單會保障因失竊、被扒手偷竊或搶劫而引致的現金損失。

投訴委員會從捷克警方的報告中得悉，投訴人的錢包當時放在所穿褲子的前袋，在擠逼的地下鐵路車廂內被偷去，投訴人直至抵達目的地時才發現，過程中並不涉及暴力或威逼。

由於沒有明確界定「搶劫」的意思，故投訴委員會認為應該根據常理理解這個字的意思。「搶劫」一般解作涉及暴力或威嚇的盜竊行為。

Since there was no use of force or threat when the money was stolen, the Complaints Panel tended to agree with the insurer that the complainant's loss of cash resulted from stealing rather than robbery.

Ruling of the Complaints Panel

Given that the travel policy only covers loss of cash as a direct result of robbery, the Complaints Panel endorsed the insurer's decision to decline the complainant's claim for loss of HK\$500 cash.

Message from the Complaints Panel

Insurance contracts usually list out the definitions of all the terms which have specific meanings in the policy. However, in the absence of any specific meaning of a general term, the Complaints Panel agrees that the word should be construed according to its common and everyday usage.

由於投訴人的金錢在沒有使用暴力或威嚇的情況下被盜取，故投訴委員會傾向同意保險公司認為投訴人的現金損失是偷竊所致，而非搶劫。

投訴委員會的裁決

由於旅遊保單註明只保障直接因搶劫而引致的現金損失，故此，投訴委員會同意保險公司拒絕賠償的決定，涉及金額500港元。

投訴委員會的意見

保險合約往往會為所有具特別意思的詞語賦予定義。然而，對於一般的詞語，如沒有特別的意思，投訴委員會同意以日常慣用的意思去理解。

Common Carrier 公共交通工具



The Complaint 投訴內容

Case 5

個案 5

The insured joined a 4-day local tour during her trip to the United States. The local travel agency arranged a coach as the means of transportation. Unfortunately, the coach broke down on the way, resulting in substantial delay in the insured's trip and the cancellation of some destinations. She then lodged the claim to the insurer for the travel delay benefit.

The insurer refused to entertain the insured's claim for the travel delay benefit on the basis that the coach arranged by the local travel agency did not fulfill the definition of 'common carrier' as stipulated in the travel policy.

受保人在旅美期間參加為期四天的本地旅行團，當地旅行社安排了旅遊車接送團友，但旅遊車中途故障，令受保人的行程受阻，並取消參觀數個旅遊點。受保人遂向保險公司申請行程延誤賠償。

保險公司拒絕受保人就旅程延誤提出的賠償，理由是當地旅行社安排的旅遊巴士並不符合旅遊保單中對「公共交通工具」的定義。

Findings of the Complaints Panel

'Common Carrier' is defined in the travel policy as 'any bus, coach, taxi, ferry hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passenger……'

The Complaints Panel learnt from the letter of the local travel agency that the insured joined a local tour to Yosemite and West Grand Canyon. Unfortunately, there was a problem with the air condition of the bus it had chartered. As such, the trip to Yosemite had to be cancelled. The agency had offered the insured a cash refund, a free dinner and a free night tour at Las Vegas as compensation.

The Complaints Panel noted that there was no regular transportation of fare-paying passengers for the coach arranged by the local travel agency. There was neither departure nor arrival time specified in the itinerary provided by the coach. As such, the Complaints Panel considered that the coach concerned did not fulfill the contractual definition of 'common carrier' in the policy.

Ruling of the Complaints Panel

The Complaints Panel ruled that the insurer's decision to reject the insured's claim, amounting around HK\$2,000, was appropriate.

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 in the event that the departure/arrival of the common carrier in which the insured person has arranged to travel is delayed for a specific number of hours. However, the Complaints Panel would like to remind all policyholders that "common carrier" usually refers only to public transportation which has a regular route and operating schedule. A transportation fare is also a prerequisite.

投訴委員會的調查結果

旅遊保單將「公共交通工具」界定為：「由註冊的航運公司經營以接載付款乘客的巴士、旅遊巴士、的士、渡輪、氣墊船、水翼船、船、火車、電車或地下火車……」

投訴委員會從美國當地旅行社的信件中得悉，受保人參加的旅行團前往約塞米蒂國家公園和西大峽谷，但是租用的旅遊巴士的空調卻出了狀況，導致往約塞米蒂國家公園的行程被取消，旅行社已向受保人退款，並提供免費晚餐和拉斯維加斯晚間旅遊團作補償。

投訴委員會得悉當地旅行社安排的該輛旅遊巴士，既非用以接載付款乘客、也不是固定班次的交通工具，更沒有特定的發車或抵達時間表，因此，投訴委員會認為涉案的旅遊巴士並不符合保單界定的「公共交通工具」。

投訴委員會的裁決

投訴委員會裁定保險公司拒絕賠償的決定正確，涉及金額2,000港元。

投訴委員會的意見

大多數的旅遊保單保障公共交通工具延誤，假如受保人計劃乘搭的公共交通工具延遲發車或抵達至特定的時數，保險公司便會賠償若干指定的金額予受保人。但是投訴委員會提醒所有保單持有人，「公共交通工具」通常指那些設有固定路線和時間表的公共運輸系統，而且必須繳付交通費。

EXCLUDED ITEMS 不保事項

Congenital Defects 先天性疾患



The Complaint 投訴內容

Case 6

個案6

The complainant lodged a hospitalization claim for the admission of her four-year old daughter (the insured) due to esotropia. Since the insured's suffering, which is a form of strabismus in medical terms, was excluded under the hospitalization policy, the insurer declined the hospitalization claim.

投訴人的四歲女兒（受保人）因內斜視入院，投訴人遂向保險公司索償住院賠償，由於受保人的病患在醫學詞彙中乃斜視的一種，屬其住院保單的不保項目，故保險公司拒絕賠償。

Findings of the Complaints Panel

It is stipulated in the 'Exclusions' provisions under the hospitalization policy that '…… the Insurer shall not pay any claims, costs, expenses in relation to or arising out of…… treatment for congenital or developmental conditions or disease of any kind……' and "congenital conditions" is defined in the policy as 'medical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities which become apparent within 6 months of birth…… and strabismus…… are deemed to be congenital conditions'.

Although the insured's attending physician confirmed that the insured's condition was not congenital, the Complaints Panel noted from the medical literature that esotropia is a common form of strabismus in infants, a condition that refers to any misalignment of the eyes. In the case of esotropia, one eye deviates inward toward the nose while the other fixates normally.

Ruling of the Complaints Panel

Since the policy provisions clearly stipulate that strabismus is deemed to be a congenital condition and is excluded from the policy, the Complaints Panel ruled that the insurer was not liable to pay for the insured's hospitalization claim.

Message from the Complaints Panel

Most hospitalization policies contain an exclusion clause to exclude loss directly or indirectly due to congenital conditions.

投訴委員會的調查結果

根據住院保單的「不保事項」條款訂明：「……保險公司不會就任何先天性疾患或成長障礙狀況或疾病作出賠償……」；而「先天性疾患」則指「出生時已存在或出生後六個月內所發展之身體異常……及斜視……被視為先天性疾患的一種」。

雖然受保人的主診醫生證實，受保人的情況並非先天性的，惟投訴委員會從醫學文獻中得悉，內斜視是嬰兒時期常見的情況，意指雙眼眼球位置出現偏差。內斜視乃指一隻眼睛的眼球傾向鼻側，而另一隻眼睛則正常。

投訴委員會的裁決

由於保單條款已清楚訂明「斜視」屬先天性病患，屬保單的不保事項，故投訴委員會裁定保險公司毋須賠償受保人的住院索償。

投訴委員會的意見

大部分住院保單均載有不保事項條款，豁免保障因先天性疾病直接或間

However, the Complaints Panel would like to alert all policyholders to pay attention to the definition of 'congenital conditions' since the definition may differ greatly among policies.

接引致的損失，但投訴委員會提醒所有保單持有人留意「先天性疾患」的定義，因為不同保單對此的定義或有差別。

Hazardous Activity 危險活動



The Complaint 投訴內容

Case 7 個案 7

A lady sustained an injury to her left leg while she was go-karting in Shenzhen. Her go-kart bumped against the rail while turning at a corner and she was thrown out of the go-kart. She attended a government hospital in Hong Kong later on the same day and lodged an accident claim to the insurer for the medical expenses incurred.

However, the insurer considered that go-karting is a hazardous activity and therefore declined her claim on the basis that the cause of the insured's injury fell under the policy exclusion.

一名女士在深圳駕駛小型賽車時不慎弄傷左小腿。事發時，小型賽車在轉彎時撞向路軌，導致受保人被拋出車外，她於同日稍後回港，向公立醫院求診，並向保險公司索償意外醫療費用。

但是，保險公司認為小型賽車屬危險活動，拒絕賠償，理由是受保人的受傷原因屬保單的不保事項。

Findings of the Complaints Panel

The personal accident policy excludes any payment for bodily injury consequent upon... engaging in sports or games in a professional capacity or on a competitive basis or participating in hazardous activities including but not limited to boxing, wrestling, ice hockey, polo, mountaineering requiring ropes or guides, pot-holing and caving, steeplechasing, motor cycling (or travelling on a motor cycle) or racing other than on foot.

The Complaints Panel noted that the policy provisions do not specifically mention go-karting as a kind of hazardous activity. It took the view that whether or not go-karting is considered as a hazardous activity would largely depend on the nature and circumstances of the go-karting event.

Given that there was no concrete evidence to support that the insured was driving a racing go-kart or participating in a go-kart racing event, the Complaints Panel was not

投訴委員會的調查結果

有關的個人意外保單豁免保障因……參加專業體育活動或以競賽形式參與的體育活動，或參與危險活動，包括但不限於拳擊、摔跤、冰上曲棍球、馬球、使用繩索或在嚮導帶領下的攀山活動、坑洞及洞穴探險、越野障礙賽、駕駛（或乘坐）電單車、或其他競跑以外的競賽引致的身體損傷。

投訴委員會得悉保單條款沒有明確指出小型賽車屬危險活動，認為小型賽車是否屬於危險活動，主要視乎活動的性質及情況。

由於未有實質的證據，證明受保人駕駛參賽的小型賽車或參與小型賽車比賽，故投訴委員會認為將作為消遣的

convinced that the insured's driving of a go-kart just for amusement purpose was a fair comparison with the other hazardous activities as stipulated under the exclusion clause.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of the insured and resolved that she should be entitled to the medical expenses incurred for around HK\$2,800.

Message from the Complaints Panel

Most personal accident policies exclude loss or damage while the insured person is engaged in hazardous activities since the risk involved is exceptionally high. Some policies list out all those hazardous activities which are excluded from the policy coverage.

If an activity is not listed as a hazardous event being excluded from the policy, the Complaints Panel will assess the risk associated with the activity and determine if it is of equivalent or comparable risk level as those hazardous activities specified in the policy. The nature and circumstances of the activity are also important factors for the Complaints Panel to arrive at a decision.

小型賽車活動，與不保事項條款內的其他危險活動相提並論，並不公平。

投訴委員會的裁決

投訴委員會裁定受保人得直，可獲賠償醫療費用，涉及金額約2,800港元。

投訴委員會的意見

大部分個人意外保單均不承保受保人因參與危險活動而引致的損失或損毀，理由是當中涉及的風險非常高，部分保單會羅列所有不受保障的危險活動。

假如某活動並非保單列明不受保障的危險活動，則投訴委員會會評估該活動的風險，從而決定該活動是否與保單內訂明的危險活動的風險程度等同或相若，而活動的性質及情況均為重要的考慮因素。

Inherent Fault/Unexplained Loss 固有缺陷／無法解釋的損失



The Complaint 投訴內容

Case 8

個案8

While the complainant and his wife were having dinner, the glass dining table being used suddenly shattered. The glass fragments, together with the dishes, fell onto the floor, causing damage to the wall mounted mirror and the wooden floor tiles in the immediate area. The complainant then lodged a claim to the insurer for the damage arising from this incident.

Since there was no evidence to support that the damage to the glass dining table was caused by an accident and it appeared that the damage was caused by inherent fault or defective material, the insurer rejected the complainant's claim on the ground that his claim fell within the policy exclusion.

投訴人與妻子晚膳期間，玻璃餐桌突然碎裂，玻璃碎片連同餐碟一併墜地，導致掛牆鏡及附近的木地板也受損毀，投訴人及後向保險公司提出索償。

由於沒有證據證明玻璃餐桌的損毀是因意外造成，而有關損毀似乎是因物件的固有缺陷或物料有瑕疵所致，故保險公司不予賠償，理由是有關索償屬保單的不保事項。

Findings of the Complaints Panel

It is stipulated in the 'Contents' provisions of the household policy that 'the Insurer will cover the insured and his family in respect of the insured contents while in the home against unforeseen sudden accidental physical loss unless the cause is specifically excluded. This section does not cover loss or damage caused by wear and tear…… scratching, marring or denting…… inherent fault or defective workmanship, defective material or design…… mysterious disappearance or unexplained loss……'

According to the complainant, the glass dining table had been purchased for over 4 years. The loss adjuster appointed by the insurer opined that the shattering of the glass top was most probably due to an inherent fault or defect in its material or its installation workmanship, all of which are specifically excluded under the policy.

Although the incident was an unforeseen and sudden event, the Complaints Panel, after taking into consideration of the loss adjuster's opinions, was more inclined to believe that the sudden shattering of the glass top was probably due to a weak point or inherent defect in the glass. Moreover, the Complaints Panel also accepted that the incident could be regarded as an unexplained loss since the exact cause of the incident was unknown.

Ruling of the Complaints Panel

Since the cause of the incident fell within the policy exclusion, the Complaints Panel endorsed the insurer's decision to decline the complainant's claim for nearly HK\$6,100.

Message from the Complaints Panel

Policy exclusions list out all the losses, perils, events, conditions or circumstances that are excluded from the policy coverage. The purpose of this is to limit the coverage to only those risks the policies are intended to cover, at the agreed premium. If a claim falls within the policy exclusion, the insurer is under no liability to pay the claim.

投訴委員會的調查結果

有關家居保單內的「家居財物」條款訂明：「保險公司為受保人及其家人就受保的家居財物在家居內發生不可預料、突發及意外損失提供保障，除非構成該等損失的原因屬不保事項。此部分不承保因損耗……刮損、毀損及凹陷……物件固有缺陷或拙劣手工、材料或設計造成的損失……神秘失蹤或無法解釋的損失……」。

投訴人聲稱玻璃餐桌於四年前購買，保險公司委派之獨立理賠師認為，玻璃餐桌的碎裂很可能是由物料的固有缺陷或瑕疵或其鑲嵌工藝所致，此乃保單的不保事項。

儘管是次事件是不可預料及突發性的，投訴委員會考慮獨立理賠師的意見後，相信玻璃餐桌突然碎裂，較大可能是由於玻璃出現弱點或固有缺陷。此外，投訴委員會也同意是次事件的實際原因不明，故可被視為無法解釋的損失。

投訴委員會的裁決

鑑於是次事件的成因屬保單的不保事項，故投訴委員會同意保險公司拒絕賠償的決定，涉及金額接近6,100港元。

投訴委員會的意見

保單的不保事項羅列所有不受保險合約保障的損失、危險、情況、事態或環境，目的是以雙方同意的保費，限制保險合約只會保障予以承保的風險。如果索償項目屬保單的不保事項，則保險公司並無賠償責任。

Experimental Treatment/New Technology 試驗性治療／新科技



The Complaint 投訴內容

Case 9

個案9

A father effected a juvenile medical policy for his son. Two months later, his son consulted a private doctor due to blurred vision that had persisted for one week. He was then referred to a corneal sub-specialist. He was later admitted to a private hospital for two days and was diagnosed as suffering from keratoconus. Corneal collagen cross-linking (CCCL) was performed during hospitalization.

The father lodged a claim to the insurer for the hospitalization expenses incurred. The insurer, however, declined the claim on the basis that CCCL was an experimental treatment which fell under the policy exclusion.

一位父親為兒子購買兒童醫療保障，兩個月後，受保人因持續一星期視力模糊而向私家醫生求診，獲轉介至角膜專科醫生。受保人其後入住私家醫院兩天，被診斷患上圓錐形角膜，並接受角膜膠原交聯手術。

父親向保險公司索償住院費用，惟保險公司拒絕賠償，理由是角膜膠原交聯手術屬實驗性治療，屬保單不保項目。

Findings of the Complaints Panel

It is stipulated in the 'general exclusions' provisions of the medical policy that 'the insurer shall not be liable to pay expenses incurred directly or indirectly in connection with and/or for, in relation to... experimental and/or new medical technology/procedure not yet approved by the insurer'.

The corneal sub-specialist confirmed that CCCL was performed to repair cornea and to prevent progression of the insured's keratoconus. The specialist further commented that CCCL is an effective therapeutical option for progressive keratoconus and has been used worldwide as a treatment for keratoconus.

Despite the comment of the corneal sub-specialist, the Complaints Panel noted that CCCL remains an experimental procedure and is not yet approved by Food and Drug Administration (FDA) in the United States. Besides, National Institute for Health and Clinical Excellence (NICE) in Europe also indicates that there is not enough data available on CCCL to determine its legitimacy as a recognized and accepted surgical procedure.

投訴委員會的調查結果

有關醫療保單的「一般不保事項」條款訂明：「保險公司不會支付任何直接或間接關於／因……未獲保險公司批核之試驗性及／或新醫療科技／程序……而引致的費用」。

角膜專科醫生證實進行角膜膠原交聯手術可復修受保人之角膜，並防止其圓錐形角膜惡化，專科醫生進一步指出有關手術有效治療日趨惡化的圓錐形角膜，並已於全球普遍使用。

除了角膜專科醫生的意見，投訴委員會得悉角膜膠原交聯手術屬試驗性質的手術，尚未獲美國食品藥物管理局批核。此外，歐洲國家健康和臨床醫療研究所也指出現時缺乏足夠資料，以判斷該項手術是否獲得合法認可及肯定。

Ruling of the Complaints Panel

Based on the position of international authorities like FDA and NICE, the Complaints Panel endorsed the insurer's decision to repudiate the insured's hospitalization claim for about HK\$21,000 in accordance with the aforesaid exclusion clause.

Message from the Complaints Panel

Hospitalization policies generally exclude experimental or unproven medical operations or treatments. The public should pay attention that where a doctor advises them to have experimental or unproven medical operations or treatments, they should check whether they are insured.

投訴委員會的裁決

根據美國食品藥物管理局和歐洲國家健康和臨床醫療研究所等國際權威組織的意見，投訴委員會同意保險公司根據上述不保事項條款，拒絕受保人住院賠償的決定，涉及金額約21,000港元。

投訴委員會的意見

住院保單通常豁免保障試驗性或未獲批核的醫療手術或治療。市民須留意當醫生建議他們進行試驗性或未經認可的醫療手術或治療時，應先了解該項目是否受保單保障的。

Elimination Period 免責期



The Complaint 投訴內容

Case 10 個案 10

A lady applied for a critical illness benefit in Aug 2007. Three months later, she was diagnosed as suffering from adenocarcinoma of sigmoid colon. Her critical illness claim was denied because her suffering fell within the 90-day elimination period. It is stipulated in the insurance contract that 'no benefit will be payable if the major disease is contracted by the life insured within 90 days after the effective date of the benefit……'

The lady was diagnosed as suffering from ovarian cancer with omental and lung metastases in October 2008. She was admitted to a private hospital for management. She then lodged a critical illness claim for her ovarian cancer. The insurer, however, concluded that her current ovarian cancer was secondary to the colon cancer she previously suffered and thus they were related. Since the colon cancer first appeared within the elimination period, the insurer thus refused to entertain her critical illness claim for the ovarian cancer.

一名女士於2007年8月投保危疾保險，三個月後，被診斷患上乙狀結腸腺癌。其危疾索償申請被拒，理由是該病患在90天免責期內出現。保險合約訂明：「若受保人於保險生效日後90天內患上嚴重疾病，保險公司將不會支付有關保障」。

及至2008年10月，受保人證實患上卵巢癌、網膜及肺轉移，於是入住私家醫院接受治療，及後她就卵巢癌，向保險公司申請危疾賠償。惟保險公司指她罹患的卵巢癌，是由之前患有的結腸癌繼發引起，故兩者是相關的。由於受保人的結腸癌早於免責期內已首次出現，保險公司遂拒絕其危疾索償申請。

Findings of the Complaints Panel

The Complaints Panel noted from the histopathological report that the result of immunohistochemical studies on both the left ovarian and the omental tumours supported a diagnosis of metastatic colorectal adenocarcinoma. The result was against primary ovarian endometrioid adenocarcinoma.

Besides, the attending doctor also confirmed that the PET scan performed on the lady showed left ovarian mass. Histology showed metastatic deposit to left ovary from colon origin.

Based on the available medical evidence, the Complaints Panel was more inclined to believe that the lady's ovarian cancer was secondary to her previous colon cancer and that her primary colon cancer was diagnosed within the 90-day elimination period of the critical illness benefit.

Ruling of the Complaints Panel

The Complaints Panel endorsed the insurer's decision to reject the critical illness claim for around HK\$640,000.

Message from the Complaints Panel

Most critical illness policies contain a provision to limit the validity of the policy coverage only to those illnesses where the signs or symptoms appear or manifest themselves after a specified numbers of days following the effective date of the policy. The period for which the insured is required to wait before the benefit commences is known as the 'Elimination Period/Waiting Period'.

The Complaints Panel appreciates that the intention of the 'elimination period/waiting period' is to exclude possible pre-existing conditions. In handling disputes relating to the 'elimination period/waiting period', the Complaints Panel's decision rests primarily on whether or not there is sufficient evidence to show that the signs or symptoms do manifest themselves during the elimination period. In case of a new disease, the Complaints Panel will focus on the origin of the new disease and determine if it is secondary to the previous disease suffered.

投訴委員會的調查結果

投訴委員會從有關病理診斷報告中得悉，就左卵巢及網膜腫瘤進行的免疫組織病理報告結果，證明該病症屬轉移性的大腸直腸癌，而非原發性卵巢子宮內膜腺癌。

此外，主診醫生亦證實受保人接受正電子掃描檢查，發現左卵巢腫塊，病理診斷結果顯示癌細胞由結腸原發處轉移至左卵巢。

根據所有的醫療證據，投訴委員會傾向相信受保人之卵巢癌是由之前所患的結腸癌轉移繼發所致，而其原發性腸癌則是在危疾保險的90天免責期內確診的。

投訴委員會的裁決

投訴委員會同意保險公司拒絕危疾索償的決定，涉及金額約640,000港元。

投訴委員會的意見

大部分危疾保單均載有條款，只保障於保單生效期起計的特定天數之後才出現或發病的症狀或病徵。受保人等候保障正式生效的該段時間名為「免責期／等候期」。

投訴委員會明白設立「免責期／等候期」的原意是豁免保障投保前可能已存在的疾病。處理有關「免責期／等候期」的糾紛時，投訴委員會主要考慮是否有足夠證據顯示受保人的症狀或病徵在免責期內已經出現。假如屬新的病患，投訴委員會則集中考慮新病患之源頭，以決定新病患是否由早前罹患之病患繼發所致。

NON-DISCLOSURE 沒有披露事實



The Complaint 投訴內容

Case 11 個案 11

The complainant applied for a life policy with a hospitalization benefit with the insurer. During the medical examination arranged by the insurer, the complainant told the medical examiner that he had a past history of hypertension, acute retention of urine and keloid on his chest. The electrocardiogram performed during the medical examination revealed left atrial enlargement. After thorough risk assessment, the insurer rated up his hospitalization benefit by 50% loading with an exclusion of 'keloid' imposed.

One year later, the complainant was admitted twice to a private hospital due to bilateral cataract. Cataract extraction and intraocular lens implantation were performed during the confinements. He then lodged a hospitalization claim to the insurer, but the claim was rejected on the ground of material non-disclosure.

受保人投購附加住院保障的人壽保險，保險公司要求他進行身體檢查，期間，投訴人向為他進行體檢的醫生交待他患有高血壓、急性蓄尿和胸部有癍瘤，心電圖檢查結果發現投訴人的左心房擴大。保險公司仔細評估風險後，將住院保障保費提高百分之五十，並豁免保障癍瘤。

一年後，投訴人因雙眼患有白內障而兩次入住私家醫院，住院期間進行白內障切除手術及人工晶體植入手術。及後，向保險公司索償住院開支，但被保險公司拒絕，理由是沒有披露重要事實。

Findings of the Complaints Panel

From the available information, the Complaints Panel noted that the complainant complained of reading difficulty and was diagnosed as suffering from posterior vitreous detachment (PVD) three years prior to the policy application. He revisited the doctor twice for floaters and similar conditions 11 months and 2 months respectively before policy application.

The complainant contended that he had never been informed by his doctor of having any eye disease. In fact, PVD is only a physiological change of the vitreous gel of the posterior part of the eyeball which usually occurs in old age. He also pointed out that his suffering of PVD was unrelated to his current claim on cataract.

Although the complainant's PVD was not related to his current suffering of cataract, the Complaints Panel considered that such information did have a certain degree of impact on the insurer's underwriting decision. In particular,

投訴委員會的調查結果

投訴委員會從所得的資料中得悉，投訴人於投保前三年，曾指閱讀時有困難，被診斷為後透明體脫落；及後，分別於投保前11個月及兩個月，因飛蚊症和類似症狀而求診。

投訴人辯稱他的醫生並沒有告訴他患有任何眼疾，而後透明體脫落只是後眼球的透明液體產生生理變化，這種現象在年老時有出現，而後透明體脫落與白內障完全無關。

雖然投訴人的後透明體脫落與其最近所患的白內障沒有關連，但是投訴委員會認為有關資料對保險公司的核保決定有一定的影響，尤其是投訴人兩

the dates of his last two consultations for floaters were very close to his policy application. The Complaints Panel was also aware that though PVD does not usually threaten eyesight, there is a chance of retinal detachment if symptoms like increased floaters or flashing lights develop.

Ruling of the Complaints Panel

Since the non-disclosed information was material which would have influenced the underwriting decision of the insurer, the Complaints Panel concurred with the insurer's decision in repudiating the two hospitalization claims totaling around HK\$50,000.

Message from the Complaints Panel

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 insured, therefore, should always take care to tell the whole truth.

If the information provided in the application form is inaccurate, the insurer will have the right to decline claim payment even if the non-disclosed information is not related to the current illness. This is because the non-disclosure has prejudiced the insurer from making a fair and accurate underwriting assessment.

The decision as to whether a piece of information is important in underwriting lies with the insurer, not the applicant. Applicants for insurance should always bear in mind that non-disclosure can result in policy repudiation and claim rejection. In order to avoid unnecessary claims disputes, one 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.

次就飛蚊症求診的時間跟投保的日期非常接近。再者，投訴委員會發現縱使後透明體脫落通常不會影響視力，但是假如飛蚊症的情況日益嚴重或形成閃光的情況，則會引致視網膜脫落。

投訴委員會的裁決

由於沒有披露的資料屬重要事實，足以影響保險公司的核保決定，故此，投訴委員會同意保險公司拒絕兩宗住院開支的賠償決定，涉及金額約五萬港元。

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真實的資料，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，均是受保人認知範圍內的事實，除非受保人主動相告，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。

即使沒有披露的資料與最近的病症沒有關係，但假如投保申請書上提供的資料不盡準確，保險公司也有權拒絕作出賠償，因為沒有披露事實，令保險公司無法作出公平及準確的核保決定。

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，為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。



The Complaint 投訴內容

Case 12 個案 12

A lady was diagnosed as suffering from nasopharyngeal carcinoma and then lodged a critical illness claim for 'Cancer' to the insurer.

During its claims investigations, the insurer discovered that the insured had consulted a private doctor 10 days prior to the policy application. During the consultation, the insured told the doctor that she had a history of anaemia. Given that she had failed to disclose such medical information at the time of insurance application, the insurer repudiated her critical illness claim on the ground of material non-disclosure.

一位女士被診斷患有鼻咽癌，遂就「癌症」向保險公司索償危疾保險。

保險公司在處理索償期間，發現受保人於投保前十天曾經向私家醫生求診，期間曾向醫生表示她患有貧血。由於她在投保時沒有披露這項病歷資料，故保險公司以沒有披露事實為理由，拒絕其危疾的索償。

Findings of the Complaints Panel

According to the private doctor, the insured attended her clinic 10 days before she signed the policy application form, complaining of myalgia, sore throat and dizziness that had persisted for three days. During the consultation, she mentioned that she had a history of anaemia with no exact diagnosis. The doctor then recorded the condition in the consultation note.

The insured denied that she had told the doctor of having any history of anaemia and asked the doctor to rectify the record but in vain.

In order to substantiate its claim decision, the insurer further obtained from a government hospital a blood test record of the insured while she was having an emergency Caesarean section two years prior to policy application. Although the blood test record indicated a drop in red blood cells and haemoglobin levels, the Complaints Panel noted that nothing about anaemia was mentioned in the report. The Complaints Panel further believed that the drop in the blood test result could be due to the Caesarean section performed at the material time. More importantly, there was no evidence that the insured had been informed of the blood test result or been provided with any treatment for anaemia.

投訴委員會的調查結果

根據私家醫生提供的資料，受保人於簽署投保申請書前十天到診所求診，表示感到肌肉疼痛、喉嚨痛和暈眩，症狀持續了三天；並提及曾患貧血，但未曾有準確診斷，於是醫生把病狀記錄在案。

受保人否認曾向醫生透露她患有貧血，並要求醫生更正有關紀錄，但不得要領。

由於受保人於投保前兩年於政府醫院進行緊急剖腹分娩，故保險公司向政府醫院索取受保人的血液測試紀錄，藉以取得更充分的理據支持其賠償決定。雖然血液測試報告顯示其紅血球和血色素水平均有下降，但是投訴委員會發現報告內並沒有提及貧血，故相信血液測試結果下降可能因為緊急剖腹分娩手術所致。更重要的是，沒有證據證明受保人知道血液測試的結果或進行任何有關貧血的治療。

Ruling of the Complaints Panel

The Complaints Panel found that, other than a few words recorded in the doctor's consultation note, there was no concrete evidence to support that the insured was aware of or had the history of anaemia. In the circumstances, the Complaints Panel decided to give the benefit of doubt to the insured and ruled that she should be entitled to the critical illness claim of HK\$600,000.

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.

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.

投訴委員會的裁決

投訴委員會認為除了醫生診治紀錄稍有提及貧血之外，根本沒有實質證據證明受保人得悉患有或曾患貧血；因此，裁定疑點利益歸於受保人，應獲發危疾賠償，涉及金額60萬港元。

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，會集中考慮下列各點：

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。

假如證實受保人在投保時已盡其所知申報所有資料，則投訴委員會傾向裁定受保人得直。

BREACH OF POLICY CONDITIONS 違反保單條件

Take Reasonable Steps to Prevent Loss 小心看管個人財物



The Complaint 投訴內容

Case 13 個案 13

The complainant and his friend travelled to New York for leisure and stayed in a hostel there. They shared a room with four other travelers. On the sixth day of stay, the complainant put his suitcase underneath his bed and went out for sightseeing. Upon his return at night, he found that his suitcase was lost. He then reported the loss to the hostel's staff and the local police. He later lodged a claim to the insurer for the loss of a laptop computer, clothes, cash, souvenir and other miscellaneous items.

The insurer appointed an independent loss adjuster to investigate the case. Given that the complainant had left his laptop computer and other personal belongings unattended in the hostel room, the insurer considered that he had breached the policy condition which requires the insured person to take reasonable steps to prevent loss, damage or accident. In this regard, the insurer rejected his claim for the laptop computer and cash, but offered him HK\$3,000 for his loss of clothing and souvenir, etc on an discretionary basis.

投訴人與朋友往紐約旅遊，期間租住當地旅舍，並與其他四名旅客共用一個房間。投訴人在留宿的第六天，將行李箱放在床下，然後外出觀光，直至晚上回來發現行李箱遺失了，遂通知旅舍職員及向當地警方報案。投訴人及後向保險公司索償遺失之手提電腦、衣物、現金、紀念品及其他雜項。

保險公司委任獨立的理賠師調查這宗個案，由於投訴人把手提電腦和其他個人財物留在旅舍房間，沒有加以看管，故保險公司認為他違反保單要求受保人採取一切合理步驟預防損失、損毀或意外的條件。因此，保險公司拒絕賠償手提電腦和現金的損失，但酌情賠償其衣物和紀念品的損失，涉及金額3,000港元。

Findings of the Complaints Panel

From the information given by the complainant to the loss adjuster during the interview, the Complaints Panel noted that there was a luggage storage service at the front desk of the hostel and the complainant had indeed put his luggage to the front desk for storage on the first few days of his stay. However, due to the disclaimer which stated that the hostel would accept no liability for any loss or damage and his bad experience on retrieval of the luggage, he lost his confidence in the luggage storage service. The complainant believed that it would be safer to place his belongings in the locked suitcase which was in turn placed underneath his bed. He had tried to lock his suitcase to the bed before going out for sightseeing. However, the lock was not big enough. The complainant also explained it was very inconvenient to carry with him the laptop computer while going out.

投訴委員會的調查結果

投訴委員會從獨立理賠師與投訴人會面過程的資料中得悉，旅舍的前台設有行李寄存服務，而投訴人亦曾於留宿的首數天把行李箱寄存，但由於免責條款訂明旅舍毋須對任何損失或損毀負上責任，加上取回行李箱時曾有不快的經驗，投訴人遂對行李寄存服務失去信心。投訴人認為將個人物品存放在已鎖好的行李箱內，然後放置在床下是較為安全的做法。他曾經嘗試在出外觀光前，把行李箱鎖於床架，但鎖扣卻不夠大。投訴人同時指出隨身攜帶手提電腦外出十分不便。

Having considered the whole circumstances, the Complaints Panel considered that the complainant had not acted as a reasonable and rational person would have acted under the same situation. A reasonable and rational person would not leave cash and other valuable items in a suitcase left unattended in a room shared with strangers. Since the whole suitcase could be taken away easily from the room, a reasonable and rational person would not assume that keeping his valuables inside a locked suitcase was safe. The fact that the complainant had once used the storage service revealed that he was duly aware of the danger in keeping his valuables in a room not exclusively occupied by him and his friend.

Compared with placing the properties at the front desk storage subject to attendance by hostel staff, it was obvious that leaving the laptop computers, cash and other valuable belongings unattended in the suitcase placed underneath the bed in a room shared with other strangers was riskier. The Complaints Panel agreed that the complainant's keeping his suitcase underneath his bed was equivalent to leaving the suitcase unattended.

Ruling of the Complaints Panel

Based on the above, the Complaints Panel considered that the complainant had breached the policy condition which requires the insured person to take reasonable step to prevent loss, damage or accident. It therefore ruled that the insurer's decision to reject the claim on laptop computer, cash and other valuable items, approximately HK20,000, was appropriate.

Message from the Complaints Panel

Nearly all travel insurance policies contain policy conditions requiring the insured person to take reasonable care and due precautions to prevent loss or damage to their personal belongings. Whilst the Complaints Panel appreciates that such a policy condition is not meant to avoid claims but to ensure that the insured persons take proper care of their personal belongings, it is inclined to make its judgment based on the circumstances giving rise to the loss from a layman's point of view.

考慮整體情況後，投訴委員會認為投訴人並沒有作出一般人在同一情況下應有的做法，一般人應不會將現金及其他貴重物品存放在行李箱內，然後將它放置在一間與陌生人共用的房間。由於整個行李箱可輕易被取走，一般人不會認為將貴重物品放置在鎖好的行李箱內是安全的做法。事實上，投訴人曾使用寄存服務，可見他明白將貴重物品放置在非獨立使用的房間是危險的。

相比於將物品放在旅舍前台，交由旅舍職員看管，把手提電腦、現金及其他貴重物品存放在行李箱內，然後放在無人看管、與陌生人共用的房間的床下，風險明顯較高。投訴委員會認為投訴人將行李箱放在床下，與無人看管行李箱無異。

投訴委員會的裁決

基於上述情況，投訴委員會認為投訴人違反保單條款，要求受保人必須採取合理的措施，以避免任何損失、損毀或意外，故裁定保險公司拒絕賠償手提電腦、現金及其他貴重物品的決定合理，涉及金額約20,000港元。

投訴委員會的意見

差不多所有的旅遊保單都載有條款，要求被保人採取合理保護及適當的預防措施，以預防個人財物損失或損毀。投訴委員會理解該保單條款並非用以逃避賠償責任，而是確保被保人適當地看管他們的個人財物，故在作出裁決時，傾向從普通人的角度審視損失財物的原因。

MUTUAL SETTLEMENT 雙方和解

It is always the Bureau's conviction and belief that the best solution to claims disputes lies in mediation and conciliation. The existing claims handling procedures provide an opportunity for insurers to settle cases without having to be adjudicated by the Complaints Panel. The referral of cases to the Honorary Secretaries for assessment is an important and critical step. In quite a number of cases, insurers alter their positions after duly taking into consideration the opinions of the Honorary Secretaries who are experienced professionals within the industry.

投訴局一直堅信調停及和解是解決索償糾紛的最佳方法，在目前的投訴機制下，保險公司有機會與投訴人達成和解，毋須投訴委員會介入審理。轉介個案予名譽顧問審理是非常重要及關鍵的步驟，不少的個案是保險公司考慮具專業知識的名譽顧問的意見後，改變初衷作出賠償的。



The Complaint 投訴內容

Case 14 個案 14

The insured was diagnosed as suffering from carcinoma of left breast and had performed left-side total mastectomy, axillary sentinel node dissection and tram flap reconstruction. She filed a claim to the insurer for the hospitalization expenses incurred. The insurer paid the hospitalization claim but rejected reimbursing the surgeon fee for breast reconstruction. It was because tram flap reconstruction, which was performed by a specialist in plastic surgery, is a kind of cosmetic surgery and is excluded by the policy.

受保人被診斷左乳患上乳癌，接受左側全乳房切除手術、腋下淋巴結清除術及乳房重建手術，及後向保險公司索償住院費用。保險公司賠償其住院索償，惟拒絕發放乳房重建手術所涉及的手術費，理由是乳房重建手術是由整形專科醫生負責施行的，屬整容手術，這是保單不保的事項。

Brief Facts

According to the 'exclusion' clause of the hospitalization policy, 'the insurer shall not reimburse……cosmetic surgery, eye glasses and refractions or hearing aids……'.

The insured's attending doctor emphasized that the reason for breast reconstruction was to preserve the insured's body image as a whole and to achieve a better balance. In addition, immediate reconstruction post mastectomy has been shown to have significant psychosocial benefit and satisfaction to patients.

給名譽顧問的參考資料

住院保單內的「不保事項」條款訂明：「保險公司不會就……整容手術、眼鏡和助視或助聽器……作出賠償……」。

主診醫生強調是次乳房重建手術目的是維持受保人身體形態，使之達至完整和取得較佳的平衡。此外，切除乳房後隨即進行重建手術，證實在病人的社交和滿足感方面，大有幫助。

Comments of the Honorary Secretaries

The case was referred to three Honorary Secretaries. Two of them considered that the insured's breast reconstruction was medically necessary and should not be regarded as a cosmetic surgery. Although the remaining one agreed with the insurer's decision, he indicated that breast reconstruction is a well known surgery post mastectomy to shorten the wound recovery and to provide psychosocial treatment to cancer patients. He therefore suggested the insurer to consider offering an ex-gratia payment.

Feedback of the insurer

The opinions of the Honorary Secretaries were relayed to the insurer who subsequently settled the subject surgeon fee of nearly HK\$31,000.

名譽顧問的意見

個案轉交三名名譽顧問審理，其中兩位認為受保人的乳房重建手術是醫療上必需的，不應視作整容手術。儘管餘下一位同意保險公司的賠償決定，但卻指出乳房重建手術乃乳房切除手術後進行的一項普遍手術，既可縮短傷口的癒合時間，也可作為癌症病人的社交心理治療，故建議保險公司考慮通融處理。

保險公司的回應

秘書處將名譽顧問的意見轉交保險公司重新考慮，結果保險公司賠償受保人的手術費，涉及金額約31,000港元。



The Complaint 投訴內容

Case 15 個案 15

The complainant filed a hospital income claim for his two-day hospitalization due to haemorrhoids. Since he stayed in hospital for less than eight hours on the first day, the insurer rejected to pay the hospital income benefit for his first day of confinement, but settled one day hospital income benefit for his second day of confinement.

投訴人因患痔瘡住院兩天，及後提出索償。由於他住院首日只留院少於八小時，故保險公司拒絕其首天的住院現金賠償，只就第二天的住院作出一天的住院現金賠償。

Brief Facts

'Hospital Confinement' is defined in the hospital income benefit as 'admission to and confinement in a hospital as a resident inpatient at least eight hours on the advice and under the regular care and attendance of a physician, and for which the hospital makes a charge for room and board'.

According to the discharge statement, the complainant was admitted to the hospital at 18:21 on the first day and was discharged at 19:10 on the next day. The hospital had charged him two days room and board fee.

給名譽顧問的參考資料

有關住院保單的「住院」定義為「被保人在醫生建議下入住醫院成為住院病人，最少時限八小時，並在住院期間接受醫生定期治療及照顧，而醫院亦收取有關病房費用」。

根據出院紀錄，投訴人於首天的18:21入院，並於翌日19:10出院，醫院收取兩天住房費。

Comments of the Honorary Secretaries

The case was referred to three Honorary Secretaries. The Honorary Secretaries noted that the insurer had used 00:00 as the cut-off time for each day of confinement. However, the policy concerned does not have a clear definition on the cut-off time. By giving the benefit of doubt to the complainant, they opined that the insurer should pay the complainant two days hospital income benefit. One Honorary Secretary also pointed out that when determining the number of days of hospital income entitled, the usual market practice is to take into consideration the number of days of room and board charged by the hospital.

Feedback of the insurer

Having duly considered the opinions of the Honorary Secretaries, the insurer agreed to honour one more day hospital income benefit for the complainant's first day of confinement.

名譽顧問的意見

個案轉交三位名譽顧問審理，他們留意到保險公司以午夜十二時作為住院每天的截數時間，惟保單並沒有清楚訂明截數時間。因此，在疑點利益歸於投訴人的情況下，他們認為保險公司應該向投訴人發放兩天住院現金保障。其中一位更指出在處理住院現金天數的賠償時，一般的市場做法是以醫院收取病房費用的天數為準。

保險公司的回應

保險公司考慮名譽顧問的意見後，同意就投訴人的首天住院，發放第一天的住院現金賠償。

ICCB
Annual Report
2009/2010年報

**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 59 to 68, which comprise the balance sheet as at 31 December 2009, the statement of comprehensive income, statement of changes in accumulated surplus and the 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，負債以擔保為限）

本核數師（以下簡稱「我們」）已審核刊於第59至68頁的財務報表，包括於2009年12月31日的資產負債表、截至該日止年度的綜合收入報表累積盈餘變動報表、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》編製及真實且公平地刊列該等財務報表。這責任包括設計、實施和維護與編製真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.

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.

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

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 2009 and of its profit 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*.

PricewaterhouseCoopers
Certified Public Accountants
Hong Kong, 25 March 2010

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。

審核涉及執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真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。

我們相信，我們所獲得的審核憑證充足和適當地為我們的審核意見提供基礎。

意見

我們認為該等財務報表已根據香港財務報告準則，真實且公平地反映投訴局於2009年12月31日及截至該日止年度之盈利和現金流量，並已按照香港《公司條例》妥為編製。

羅兵咸永道會計師事務所
執業會計師
香港，2010年3月25日

Balance Sheet 資產負債表

As at 31 December 2009
於2009年12月31日

	Note 附註	2009 HK\$港幣	2008 HK\$港幣
Employment of funds 資金運用			
Assets 資產			
Cash and cash equivalents 現金及現金等價物	4	1,727,477	1,475,614
Prepayments and other receivable 預支項目及其他應收項目		20,900	20,900
Deferred taxation asset 遞延稅項資產	3	5,529	12,752
		<u>1,753,906</u>	<u>1,509,266</u>
Liabilities 負債			
Subscriptions received in advance 預收會費		1,340,000	1,138,000
Amount due to the HKFI 支付予保聯的款額		-	3,580
Account payable 應付未付賬項		9,600	-
		<u>1,349,600</u>	<u>1,141,580</u>
Net assets 淨資產		<u>404,306</u>	<u>367,686</u>
Funds employed 資金來源			
Accumulated surplus 累積盈餘		<u>404,306</u>	<u>367,686</u>

The notes on page 62 to 68 are an integral part of these financial statements.
於62頁至68頁刊載的附註是本財務報表的組成部分。

On behalf of the General Committee
承理事會命

Michael Huddart 何達德
Chairman 主席

James Wong 王建國
Member 理事

Statement of Comprehensive Income 綜合收入報表

For the year ended 31 December 2009
2009年12月31日止年度

	Note 附註	2009 HK\$港幣	2008 HK\$港幣
Income 收入			
Subscriptions 會費		1,780,000	1,641,000
Interest income 利息收入		69	2,913
Other income 其他收入		30	-
		<u>1,780,099</u>	<u>1,643,913</u>
Expenditure 支出			
Administration fees charged by the HKFI 支付保聯的行政支援費用	7	1,512,000	1,488,000
Printing and stationery 印刷及文具支出		71,905	69,760
Liability insurance 責任保險		36,000	38,167
Entertainment 款待費用		22,580	3,547
Website fees 網頁費用		5,600	6,000
Sundry expenses 雜項支出		80,971	7,394
Legal fees 法律費用		7,200	-
		<u>1,736,256</u>	<u>1,612,868</u>
Profit for the year before taxation 本年度除稅前盈利		43,843	31,045
Taxation charge 稅項支銷	5	7,223	4,641
Total profit and comprehensive income 總盈利及綜合收入		<u>36,620</u>	<u>26,404</u>

The notes on page 62 to 68 are an integral part of these financial statements.
於62頁至68頁刊載的附註是本財務報表的組成部分。

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

For the year ended 31 December 2009

2009年12月31日止年度

	2009 HK\$港幣	2008 HK\$港幣
Accumulated surplus as at 1 January 於1月1日的累積盈餘	367,686	341,282
Profit and comprehensive income for the year 本年度盈利及綜合收入	36,620	26,404
Accumulated surplus as at 31 December 於12月31日的累積盈餘	<u>404,306</u>	<u>367,686</u>

The notes on page 62 to 68 are an integral part of these financial statements.
於62頁至68頁刊載的附註是本財務報表的組成部分。

Cash Flow Statement 現金流量表

For the year ended 31 December 2009

2009年12月31日止年度

	Note 附註	2009 HK\$港幣	2008 HK\$港幣
Surplus for the year before taxation 本年度除稅前盈餘		43,843	31,045
Interest income 利息收入		(69)	(2,913)
Decrease in prepayments 預付款項減少		-	2,166
Increase in accounts payable 應付賬款之增加		6,020	3,580
Increase in subscription fees received in advance 預收會費增加		202,000	239,000
Net cash generated from operating activities 經營業務活動產生的現金淨額		<u>251,794</u>	272,878
Hong Kong profit tax refund 退回香港利得稅稅項		-	20,479
		<u>251,794</u>	293,357
Cash flows from investing activities 投資活動的現金流量			
Interest received 所得利息		69	2,913
Net cash generated from investing activities 投資活動的現金流入淨額		<u>69</u>	2,913
Net increase in cash and cash equivalents 現金及現金等價物的淨增加		251,863	296,270
Cash and cash equivalents at beginning of the year 年初的現金及現金等價物		<u>1,475,614</u>	<u>1,179,344</u>
Cash and cash equivalents at end of the year 年終的現金及現金等價物	4	<u>1,727,477</u>	<u>1,475,614</u>

The notes on page 62 to 68 are an integral part of these financial statements.
於62頁至68頁刊載的附註是本財務報表的組成部分。

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 Hong Kong dollars (HK\$), unless otherwise stated. These financial statements have been approved for issue by the General Committee on 24 March 2010.

2 Summary of significant 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.

(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 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.

- (i) Amendments and interpretations effective in 2009
- HKAS 1 (revised) 'Presentation of financial statements' – effective 1 January 2009. The revised standard prohibits the presentation of items of income and expenses (that is, 'non-owner changes in equity') in the statement of

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，其負債以擔保為限。每位會員所承擔的法律責任則以100港元為限。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為港元，所有財務報表均於2010年3月24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。

(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。

- (i) 於2009年生效的修訂及詮釋
- 香港會計準則第1號（經修訂）財務報表的呈列於2009年1月生效，禁止在綜合權益變動表中呈報收入「收入與開

changes in equity, requiring 'non-owner changes in equity' to be presented separately from owner changes in equity in a statement of comprehensive income. As a result the Company presents in the statement of changes in equity, whereas all non-owner changes in equity are presented in the statement of comprehensive income. Comparative information has been re-presented so that it also is in conformity with the revised standard. As the change in accounting policy only impacts presentation aspects, there is no impact on profit for the year.

(ii) Interpretations effective in 2009 but not relevant

The following interpretation to published standards is mandatory for accounting periods beginning on or after 1 January 2009 but is not relevant to the HKFI's operations:

- IFRS 7 – 'Financial instruments – Disclosures' (amendment)
- IAS 16 – 'Property, plant and equipment'
- IAS 20 – 'Accounting for government grants and disclosure of government assistance'
- IAS 29 – 'Financial reporting in hyperinflationary economies'
- IAS 31 – 'Interests in joint ventures'
- IAS 32 and IAS 1 – 'Puttable financial instruments and obligations arising on liquidation'
- IAS 38 – 'Intangible assets'
- IAS 41 – 'Agriculture'
- IFRIC 13 – 'Customer loyalty programmes'
- IFRIC 15 – 'Agreements for the construction of real estate'

支」(即「非擁有者之權益變動」), 且要求「非擁有者之權益變動」與擁有者之權益變動分開呈報於綜合收入報表內。結果是本公司於綜合權益變動表中內呈報, 而非擁有者之權益變動則呈列於綜合收入報表內。比較性的資料再次呈列, 故此與修訂的準則一致。由於會計政策只會影響呈報的形式, 對該年度的盈利沒有影響。

(ii) 於2009年生效的解釋, 但並不關乎以下

對刊列的準則的解釋是為2009年1月1日開始或以後的會計年度而設, 但並不關乎投訴局的運作:

- 國際財務準則第7號「金融商品揭露」(修訂)
- 國際會計準則第16號「不動產、廠房及設備」
- 國際會計準則第20號「政府補助的會計和政府援助的披露」
- 國際會計準則第29號「嚴重通脹經濟中的財務報告」
- 國際會計準則第31號「投資合營企業」
- 國際會計準則第32號及1號「可贖回金融工具及清盤產生的承擔」
- 國際會計準則第38號「無形資產」
- 國際會計準則第41號「農業」
- 國際財務報告解釋公告第13號「顧客忠誠計劃」
- 國際財務報告解釋公告第15號「房地產建造協議」

(b) Foreign currency translation

(i) Functional and presentation currency

Items included in the financial statements are measured using the currency of the primary economic environment in which the entity operates ("the functional currency"). The financial statements are presented in Hong Kong dollars, which is the ICCB's functional and presentation currency.

(ii) Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the income statement.

Change in the fair value of monetary securities denominated in foreign currency classified as available-for-sale are analyzed between translation differences resulting from changes in the amortized cost of the security, and other changes in the carrying amount of the security. Translation differences related to changes in the amortized cost are recognized in profit or loss, and other changes in the carrying amount are recognized in equity.

Translation differences on non-monetary financial assets and liabilities are reported as part of the fair value gain or loss. Translation difference on non-monetary financial assets and liabilities such as equities held at fair value through profit or loss are recognized in the profit or loss as part of the fair value gain or loss.

(c) 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) 外幣兌換

(i) 功能及呈報貨幣

財務報表中所包括的項目，均以該實體的主要營運的貨幣計算，此為功能貨幣。本財務報表乃以港幣呈報，港幣為投訴局的功能及呈報貨幣。

(ii) 交易及結餘

外幣交易採用交易日的匯率換算為功能貨幣。結算此等交易產生的匯兌盈虧以及將外幣計值的貨幣資產和負債以年終匯率換算產生的匯兌盈虧在損益表確認。

以外幣計值並分類為可供出售的貨幣證券，其公平價值的變動可分析為該證券攤銷成本變動的匯兌差額及該證券帳面值的其他變動。與攤銷成本變動有關的匯兌差額在損益表確認，而賬面值的其他變動在權益賬中確認。

非貨幣金融資產及負債項目的匯兌差異，均列報為公平價值盈虧的一部分。非貨幣金融資產及負債項目的匯兌差異，如按公平價值列入損益表列帳的資產淨值，均於損益表內確認為公平價值盈虧的一部分。

(c) 收入確認

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

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。

(d) 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.

(d) 現金及現金等價物

現金及現金等價物包括現金、銀行通知存款及原到期日為三個月以下的其他短期高流動性投資。

(e) Current and deferred taxation

The tax expense for the period comprises current and deferred tax. Tax is recognized in the income statement, except to the extent that it relates to items recognized in other comprehensive income or directly in equity. In this case the tax is also recognized in other comprehensive income or directly in equity, respectively.

(e) 本期稅項及遞延稅項

稅項開支包括本年度稅項和遞延稅項。稅項於收入報表內確認，除非該項目分別於其他綜合收入內確認或直接於資產淨值內獲確認。

The current income tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the balance sheet date in Hong Kong.

稅項支出乃按於本港結算日已頒布或實質頒布之稅率釐定。

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 financial statements. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantively enacted by the balance sheet date and are expected to apply when the related deferred income tax asset is realized or the deferred income tax liability is settled.

遞延稅項採用負債法就資產負債之稅基與它們在財務報表之賬面值兩者之短暫時差作全數撥備。遞延收入稅項以結算日已頒布或實質頒布之稅率釐定。當遞延收入稅項資產被變現或遞延收入稅項負債獲清還，則預期之適用稅率衡量。

Taxation rates enacted or substantively enacted by the balance sheet date are used to determine deferred taxation (2009:16.5%; 2008:16.5%).

遞延稅項採用在結算日前已頒布或實質頒布之稅率釐定。
(2009年：16.5%；2008年：16.5%)

Deferred taxation assets are recognized only 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.

遞延稅項資產只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:

	2009 HK\$港幣	2008 HK\$港幣
Deferred tax assets 遞延稅項資產		
As at 1 January 於1月1日	12,752	17,393
Taxation charged to income statement 於收入報表內支銷之稅項	<u>(7,223)</u>	<u>(4,641)</u>
As at 31 December 於12月31日	<u>5,529</u>	<u>12,752</u>
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	<u>5,529</u>	<u>12,752</u>

Deferred tax assets relates to tax losses unutilized in 2009 of HK\$33,509 (2008: HK\$77,285), the tax effect in 2009 is HK\$5,529 (2008: HK\$12,752).

與2009年未被使用的可扣稅項虧損有關的遞延稅項資產為\$33,509港元（2008年：\$77,285港元），於2009年的稅項影響為5,529港元（2008年：\$12,752港元）。

4 Cash and cash equivalents

Cash at bank and in hand 庫存現金

As at 31 December 截至12月31日

3 遞延所得稅

遞延稅項資產賬目之變動如下：

	2009 HK\$港幣	2008 HK\$港幣
遞延稅項資產		
於1月1日	12,752	17,393
於收入報表內支銷之稅項	<u>(7,223)</u>	<u>(4,641)</u>
於12月31日	<u>5,529</u>	<u>12,752</u>
超過12個月後收回的遞延稅項資產	<u>5,529</u>	<u>12,752</u>

4 現金及現金等價物

	2009 HK\$港幣	2008 HK\$港幣
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庫存現金	<u>1,727,477</u>	<u>1,475,614</u>
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截至12月31日	<u>1,727,477</u>	<u>1,475,614</u>
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5 Taxation charged

No provision for Hong Kong profits tax has been made (2008: Nil) as the ICCB has sufficient taxation losses brought forward to offset the current year's liability.

The amount of taxation charged to the income statement represents:

Decrease deferred tax asset in respect of tax losses
有關可扣稅項虧損的遞延稅項資產減少

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

Surplus before tax 除稅前盈餘

Calculated at a taxation rate of 16.5% (2008: 16.5%)
以16.5%稅率計算(2008年:16.5%)

Income not subject to taxation 毋須課稅的收入

Taxation charged to income statement
以收入報表內支銷之稅項

5 稅項支銷

投訴局並無為香港利得稅作撥備(2008年:沒有),因為承接去年的稅項虧損足以抵銷本年度的負債。

於收入報表內支銷之稅項如下:

2009 HK\$港幣	2008 HK\$港幣
<u>7,223</u>	<u>4,641</u>

投訴局就除稅前盈餘的稅項支銷,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:

2009 HK\$港幣	2008 HK\$港幣
43,843	31,045
7,234	5,122
<u>(11)</u>	<u>(481)</u>
<u>7,223</u>	<u>4,641</u>

6 General Committee members' emoluments

During the years ended 31 December 2009 and 2008 no amounts have been paid in respect of General Committee members' emoluments, pensions or for any compensation in respect of services provided by the General Committee members.

7 Related party transaction

The following transactions were carried out with related parties during the year:

Management and administration support fees paid to the HKFI (note i)

支付保聯的管理及行政費用（附註 i）

Sundry expenses (note ii)

雜項開支（附註 ii）

(i) The HKFI incurs costs on behalf of the ICCB. The above fees are reimbursements of actual and shared costs determined by a contract renewable annually.

(ii) The HKFI incurs radio advertisement costs on behalf of the ICCB during the year; the above fee was a reimbursement.

The outstanding balances with related parties in the normal course of its business at the year end:

Amount due to the HKFI 應付予保聯的款項

6 理事會理事酬金

在2009年及2008年12月31日止年度內，理事會理事並無收取任何為投訴局服務的酬金、退休金或賠款。

7 關連人士交易

以下為本年度與相關團體進行的交易：

2009 HK\$港幣	2008 HK\$港幣
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1,512,000	1,488,000
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50,000	-
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(i) 保聯代投訴局支付費用。上述費用為根據每年更新的合約而償付實際和分擔的費用。

(ii) 保聯在本年度內代投訴局支付電台廣告費用，上述費用為償還有關款項。

年終時與相關團體進行正常業務運作引致之欠款：

2009 HK\$港幣	2008 HK\$港幣
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-	3,580
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Annual 年報 Report 2009 + 2010

The Insurance Claims Complaints Bureau
Incorporated with limited liability

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