

The Insurance Claims Complaints Bureau
保險索償投訴局

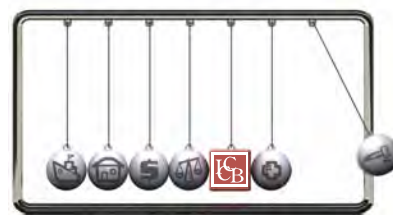
ANNUAL **2010** REPORT
2011
年報



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ANNUAL REPORT
年報

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Mr Michael E Huddart
Chairman
The Insurance Claims
Complaints Bureau

保險索償投訴局主席

何達德 先生

Statement of the Chairman

主席報告

30.04.2010 - 29.04.2011



Statement of the Chairman 主席報告

The Insurance Claims Complaints Bureau (ICCB) endeavours to support and implement self-regulation in the insurance industry. It serves as an alternative dispute resolution mechanism to resolve personal claims disputes between Member Companies and policyholders. Over the years, the ICCB has been effective in handling personal insurance claims disputes. More than 4,900 complaint cases have been handled since its establishment in February 1990. Among which, over 990 cases were concluded to the satisfaction of the complainants and the total settlement amount involved was over HK\$42 million.

Membership

As at 29 April 2011, the ICCB had 114 Members, of whom 95 were Full Members while the remaining 19 were Affiliate Members.

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

Public Education

The ICCB sponsored 26 one-and-a-half minute radio episodes in the public education programme organized by the Hong Kong Federation of Insurers (HKFI), 'Tête-à-tête on Insurance Tips', in November and December 2010 on Commercial Radio 2.

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

The Insurance Claims Complaints Panel (Complaints Panel)

The Complaints Panel is an independent body established under the ICCB. The five-member Complaints Panel is currently chaired by Mr Michael F S Tsui, barrister-at-law. Two of the other four members are from within the insurance industry and the remaining two are non-insurance professionals. The two industry members are Mr Mike S C Lee, representing the Life Insurance Council of the HKFI, and Mr Barry C K Yeung, representing the General Insurance

Insurance Claims Complaints Bureau (投訴局) 一直致力支持及實踐保險業自律監管制度，提供另類調解糾紛機制，為個人保單持有人解決與保險公司之間的索償糾紛。多年來，投訴局有效率地處理涉及個人保單的索償投訴，自1990年2月成立以來，共處理了超過4,900宗投訴個案，逾990宗個案獲圓滿解決，總賠償金額高達4,200萬港元。

會員

以2011年4月29日計，投訴局共有114家會員公司，其中95家屬基本會員，其餘的19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，投訴局才能以保單持有人和保險公司的共同利益為目標，繼續為保單持有人提供免費調解保險索償投訴的服務。

宣傳推廣活動

在2010年11月至12月期間，投訴局透過香港保險業聯會（保聯）於商業電台叱吒903播出26集、每集一分半鐘的「阿保秘笈」。

透過這些電台宣傳節目，公眾人士能夠認識保險的基本知識及原則、申請索償時的要點、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

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 ICCB, 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

To date, the ICCB has altogether 44 Honorary Secretaries (compared to 48 last year), comprising 25 from the general business and 19 from the life business.

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.

For each case which goes to the Complaints Panel, the professional opinions of three Honorary Secretaries have to be sought beforehand. In order to continue the smooth operation of the ICCB 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.

Proposed Establishment of a Financial Dispute Resolution Centre (FDRC) and an Independent Insurance Authority (IIA)

The ICCB submitted its reply to the Financial Services and the Treasury Bureau (FSTB) regarding the Consultation Paper on the proposed establishment of an IIA in September 2010.

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的**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

投訴局去年有48位名譽顧問，現有44位，包括25位從事一般保險業務及19位專責人壽保險業務。

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。

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。

建議成立金融糾紛調解中心（調解中心）和獨立保險業監管局（保監局）

投訴局於2010年9月回應財經事務及庫務局有關建議成立獨立保監局的諮詢文件。



Statement of the Chairman 主席報告

The ICCB is in principle supportive to the proposed establishment of the IIA and believes that it is a positive step towards an independent regulation of the insurance industry for the better protection of consumers. Although the ICCB is a part and parcel of the self-regulatory regime of the insurance industry, the Consultation Paper mentions nothing about the ICCB.

Following the proposed establishment of the FDRC by the FSTB in February 2010 which proposed to carve out the insurance industry, the ICCB decided to further explore the possibility of expanding its mandate to cover a wider range of complaints. The proposed establishment of the IIA has a significant impact on the ICCB's discussion in this respect. The cost for broadening the mandate of the ICCB will be significant in view of the additional manpower, funds and expertise involved. *The Articles and Memorandum of Association* of the ICCB will have to be reviewed and revised and a lot of effort will also be needed to create a new complaints handling mechanism.

The ICCB works well over the years and had been effective in handling personal insurance claims disputes at low cost. Before deciding on the way forward, the ICCB appreciates a clear direction from the Government on its future role and responsibility, as well as how the ICCB will fit into the IIA and the FDRC in future.

The ICCB hopes that a timetable could be formulated by the FSTB as a next step, detailing the restructuring process and the implementation plan. The ICCB welcomes the opportunity to participate in the next stage of consultation.

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, Mr Alex W Y Chu, Mr Steven T C Kwok, Mr Roger D Steel, Mr K H Wong and Mr Allan K N Yu, I am most grateful for their unfailing support and wise counsel. A special vote of thanks is due to Mr James C K Wong, who resigned from the General Committee on 25 July 2010.

投訴局原則上支持保監局獨立的建議，相信有助保險業監管制度更趨獨立，並加強對消費者的保障。可是，儘管投訴局在保險業自律監管機制中不可或缺，惟諮詢文件卻對投訴局隻字不提。

財經事務及庫務局於2010年2月提出設立調解中心，建議把保險界別剔除於其涵蓋範圍外，投訴局遂深入探討擴大其職權範圍的可能性，以處理更多不同類別的投訴。建議中的獨立保監局，對投訴局考慮這個課題時有重大的影響。查擴大投訴局的職能，將涉及龐大的費用，除了需要增加額外人手、資金及專才外，也需要檢討及重新撰寫投訴局的《組織章程細則及章程大綱》，以及重新編訂處理投訴程序。

投訴局多年來一直運作暢順，以低成本有效率地處理個人保單的索償糾紛，在決定投訴局未來的發展方向之前，投訴局冀望政府能明確指示投訴局未來的角色及功能，以及日後如何配合獨立保監局及調解中心。

投訴局期望財經事務及庫務局能制定時間表，詳細羅列重整現行監管架構的細節及執行計劃的安排，投訴局期待參與下一個階段的諮詢。

鳴謝

謹代表理事會全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、朱永耀先生、郭德才先生、盧德隆先生、王覺豪先生及余健南先生戮力支持和指點提撥。此外，謹向於2010年7月25日退任的王建國先生致謝。

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 ICCB Secretariat and the staff of the HKFI for their dedication and hard work during the year.



Michael Huddart
Chairman
29 April 2011

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表誠合作。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
2011年4月29日



List of Office-bearers

理事、委員、
名譽顧問名錄

30.04.2010 - 29.04.2011

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



Mr Alex
Y W Chu
朱永耀先生



Mr Steven
T C Kwok
郭德才先生



Mr Roger
D Steel
盧德隆先生



Mr James
C K Wong
王健國先生

resigned on 25/7/2010
27/7/2010 退任



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
徐福樂先生
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



List of Office-bearers 理事、委員、名譽顧問名錄

Honorary Secretaries

Ms Charity C S Au
Mr Samuel Berry
Mr James C Y Chan
Mr Simon K Chan
Ms Betty Chang
Mr K P Cheng
Mr Simon Y K Cheng
Mr Kevin Cheung
Ms Agnes H K Choi
Ms Vivian L C Choi
Mr Andrew Y M Chow
Ms W K Chow
Mr Alex W Y Chu
Ms Ann Coughlan
Mr Praveen M Daswani
Mr David W Farley (resigned on 01/09/2010)
Mr Peter G Ford (resigned on 23/11/2010)
Mr Eric L P Fung
Ms Peggy K H Fung
Mr David J Gervais (resigned on 31/12/2010)
Mr S K Ho
Mr Michael E Huddart
Ms Luzia R Hung (resigned on 01/12/2010)
Mr Chris K K Ip
Mr K C Kong
Mr Vineet Kumar (resigned on 07/07/2010)
Mr Andy W H Kwok (resigned on 31/01/2011)
Mr Steven T C Kwok
Mr Y M Lai
Mr Lobo P T Law

名譽顧問

歐之珊女士
Samuel Berry 先生
陳自然先生
陳坤先生
張慧敏女士
鄭國屏先生
鄭銳強先生
張子建先生
蔡香君女士
蔡靈芝女士
周耀明先生
周詠姬女士
朱永耀先生
郭蔚霖女士
戴宏年先生
David W Farley先生 (01/09/2010退任)
Peter G Ford先生 (23/11/2010退任)
馮立邦先生
馮潔荇女士
David J Gervais先生 (31/12/2010退任)
何少強先生
何達德先生
吳智珊女士 (01/12/2010退任)
葉家駒先生
江劍清先生
Vineet Kumar先生 (07/07/2010退任)
郭渭洪先生 (31/01/2011退任)
郭德才先生
賴遠文先生
羅寶通先生

Mr Mike S C Lee		李少川先生	
Mr Alvin C H Li	(resigned on 17/06/2010)	李哲恒先生	(17/06/2010退任)
Mr Jecky S W Lui	(resigned on 01/01/2011)	呂新榮先生	(01/01/2011退任)
Mr Anthony S L Mak		麥社良先生	
Mr Ronnie W F Ng		伍榮發先生	
Mr Jimmy W F Poon		潘榮輝先生	
Mr Tony C F Poon		潘志輝先生	
Ms Angela J C Shen		沈瑞芝女士	
Mr Ivan K W Tam		譚國榮先生	
Mr James P K Tang		鄧伯詢先生	
Mr Nigel A Taylor		Nigel A Taylor先生	
Ms Margaret K C Tsang		曾潔聰女士	
Mr Robert L Valitchka		Robert L Valitchka先生	
Mr Des Walsh	(resigned on 31/12/2010)	Des Walsh先生	(31/12/2010退任)
Mr Patrick C T Wan		尹志德先生	
Mr Simon K M Wan		溫敬文先生	
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	(resigned on 25/07/2010)	王建國先生	(25/07/2010退任)
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	



Members
List 會員名錄

29.04.2011

FULL MEMBERS

ABCI Insurance Co Ltd
 ACE Insurance Ltd
 ACE Life Insurance Co Ltd
 Ageas Insurance Co (Asia) Ltd
 Allianz Insurance (Hong Kong) Ltd
 Allied World Assurance Co Ltd
 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

基本會員

農銀國際保險有限公司
 安達保險有限公司
 安達人壽保險有限公司
 富通保險（亞洲）有限公司
 安聯保險（香港）有限公司
 Allied World Assurance Co Ltd
 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

China Taiping Insurance (Hong Kong) Co Ltd	中國太平保險（香港）有限公司
Chong Hing Insurance Co Ltd	創興保險有限公司
CIGNA Worldwide General Insurance Co Ltd	信諾環球保險有限公司
CIGNA Worldwide Life Insurance Co Ltd	信諾環球人壽保險有限公司
Clerical Medical Investment Group Ltd	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	第一美國業權保險公司
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
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
Pafoong 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 Ltd	Scottish Mutual International Ltd
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
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



Members
List 會員名錄

Sun Life Hong Kong Ltd

Target Insurance Co Ltd

The Tokio Marine & Fire Insurance Co
(Hong Kong) Ltd

Transamerica Life (Bermuda) Ltd

Transamerica Life Insurance Co

Trinity General Insurance Co Ltd

Tugu Insurance Co Ltd

United Builders Insurance Co Ltd

UOB Insurance (Hong Kong) Ltd

Wing Lung Insurance Co Ltd

XL Insurance Co Ltd

Zurich Assurance Ltd

Zurich Insurance Co Ltd

香港永明金融有限公司

泰加保險有限公司

東京海上火災保險（香港）有限公司

全美人壽百慕達

Transamerica Life Insurance Co

三聯保險有限公司

德高保險有限公司

建安保險有限公司

大華保險

永隆保險有限公司

XL Insurance Co Ltd

蘇黎世人壽

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
Sompo Japan Insurance Inc
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
Sompo Japan Insurance Inc
先實保險有限公司
Tokio Marine and Nichido Fire
Insurance Co Ltd
Zurich International Life Ltd
蘇黎世人壽保險有限公司



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。



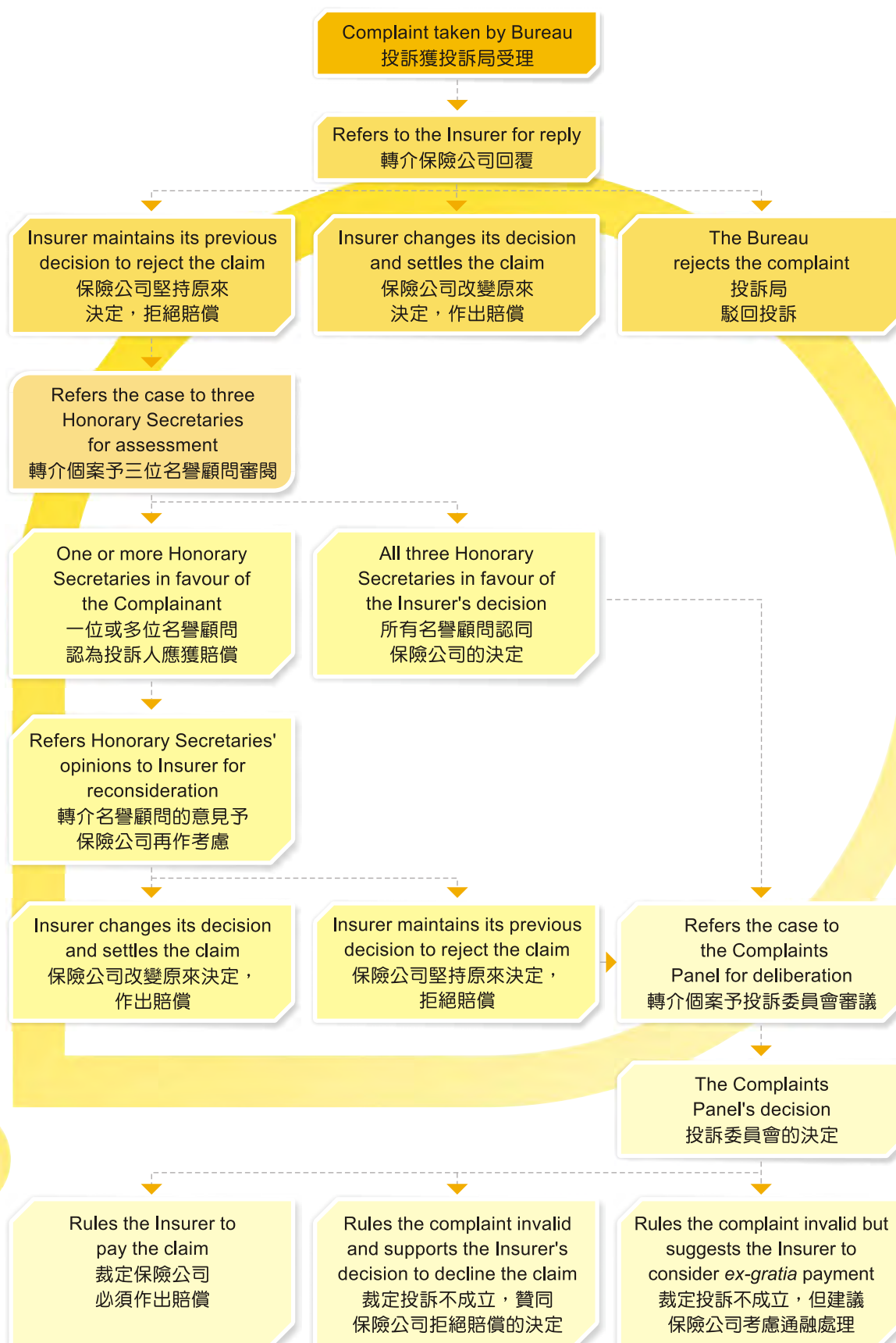
C^omplains Handling Procedures

處理投訴步驟

1. Any Complaint received by the ICCB shall be screened by the ICCB 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 ICCB.
 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 ICCB, the ICCB 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 ICCB.
 3. Following receipt of the advisory reports from the Honorary Secretaries in relation to any Complaint, the ICCB shall refer any recommendation for settlement to the Member for reconsideration. Unless the Member settles the Complaint at this stage, the ICCB 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《組織章程細則》第82條的規定提交意見。
 3. 投訴局接獲名譽顧問的意見後，會將建議賠償的意見轉介涉案會員公司再作考慮。除非會員公司於這個階段作出賠償，否則投訴局必須將投訴連同名譽顧問的意見，一併轉介投訴委員會作最終裁決。
 4. 經開會審議或聆訊投訴後，投訴委員會可通過表決，裁定被投訴的會員公司必須作出賠償、提出建議或駁回投訴，以便圓滿解決或撤銷投訴。



Complaints Handling Procedures 處理投訴步驟





S^otistics

統計數字

01.01.2010 - 31.12.2010



Statistics 統計數字

In 2010, the ICCB handled 537 cases, of which 477 were new cases (8% decrease compared with 518 in 2009). Sixty cases were brought forward from 2009. Out of these 537 cases, 142 were dismissed because they did not fall within the terms of reference of the Bureau. Of the remaining 395 cases, 305 were closed while the balance of 90 cases were carried forward to 2011 (Table 1).

投訴局於2010年處理了537宗投訴個案，其中477宗屬新接獲的個案，比2009年的518宗減少8%，而60宗則是2009年尚未審結的個案。在537宗已處理的投訴個案中，有142宗超出投訴局的職權範圍，至於其餘的395宗受理個案中，有305宗已經審結，餘下的90宗尚未結案，須留待2011年處理（見表一）。

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

Table 1 表一

	2006	2007	2008	2009	2010
Cases brought forward 承接上年度尚未審結的個案	93	73	60	57	60
Cases received 新接獲的個案	392	354	424	518	477
Cases handled 已處理的個案	485	427	484	575	537
Outside Terms of Reference 超逾職權範圍的個案	101	70	129	177	142
Cases closed 審結的個案	311	297	298	338	305
Cases carried forward 留待來年處理的個案	73	60	57	60	90

The main categories of complaints in the 305 cases closed included application of policy terms, excluded items, non-disclosure, amount of indemnity and breach of warranties or policy conditions (see Figures 1 and 2). Amongst various types of personal insurance products, hospitalization/medical, travel and personal accident/disability insurance policies constituted the first three largest categories of claim disputes (see Figures 3 and 4).

Amongst the 305 cases closed, 43 were mutually settled between the insurers and the complainants under the auspices of the ICCB secretariat before they were presented to the Complaints Panel. There was no *prima facie* evidence in 166 cases and 40 cases were withdrawn by the claimants. The remaining 56 cases (18%) were presented to the Complaints Panel for deliberation (see Figure 5). The Complaints Panel ruled in favour of the complainant in 13 cases and upheld the insurer's decision in 43 cases (see Figure 6).

In total, 56 complainants received an aggregate of HK\$2.46 million claims compensation from insurance companies, of which HK\$1.02 million was the result of mutual settlement (43 cases) and the balance of HK\$1.44 million was awarded by the Complaints Panel (13 cases). The highest award in a single case was HK\$556,000.

Further analyses of the 305 cases closed in 2010 are detailed in Tables 2 and 3.

305宗已審結個案的糾紛主要涉及保單條款的詮釋、不保項目、沒有披露事實、賠償金額和違反保證條款或保單條件（見圖一及二）。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、旅遊保險及個人意外／傷殘保險（見圖三及四）。

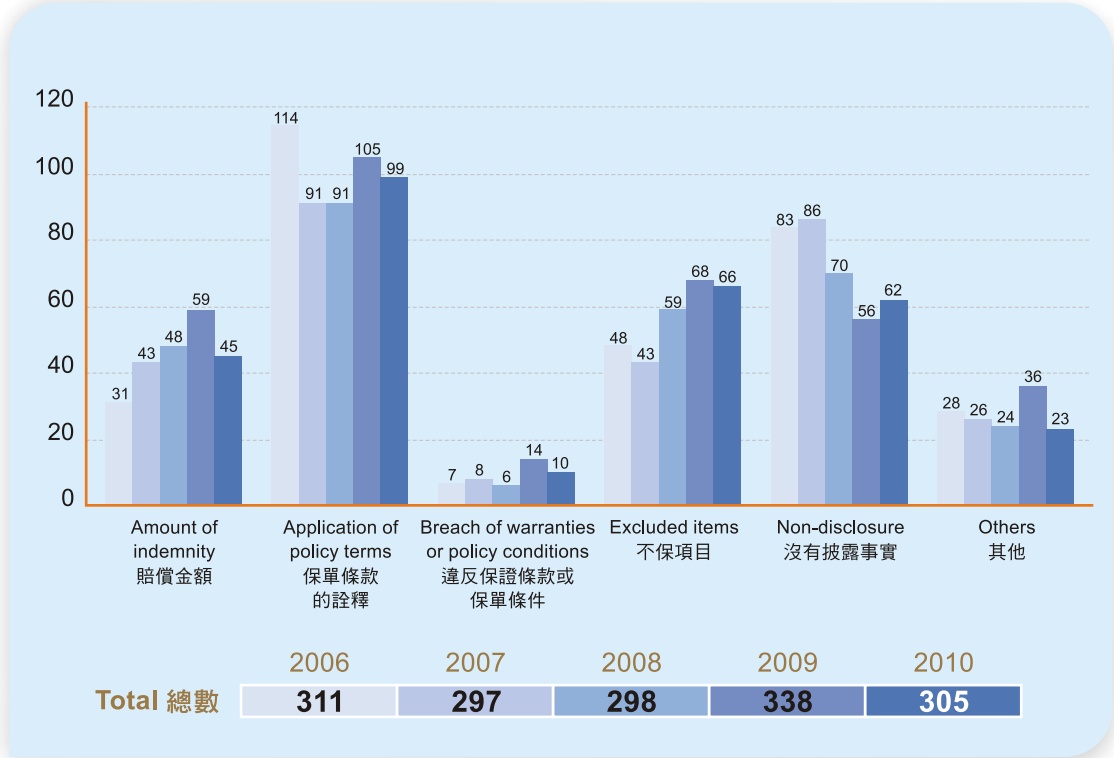
在305宗已審結的個案中，有43宗個案在投訴局秘書處調停下，保險公司與索償人達成和解，毋須轉交投訴委員會處理。另166宗表面證據不成立、40宗的索償人撤銷投訴。餘下的56宗個案（18%），則交由投訴委員會審理（見圖五）。投訴委員會裁定13宗個案的投訴人得直而可獲賠償，而贊同保險公司的賠償決定的個案則有43宗（見圖六）。

年度內，共有56位投訴人獲得保險公司賠償，涉及的賠償額達2,460,000港元，其中1,020,000港元是43宗雙方和解個案的賠償額，而餘下的1,440,000港元則是投訴委員會裁定13宗得直個案的賠償額，單一宗個案的最高賠償金額為556,000港元。

就305宗已審結個案的進一步分析，請參看表二及表三。

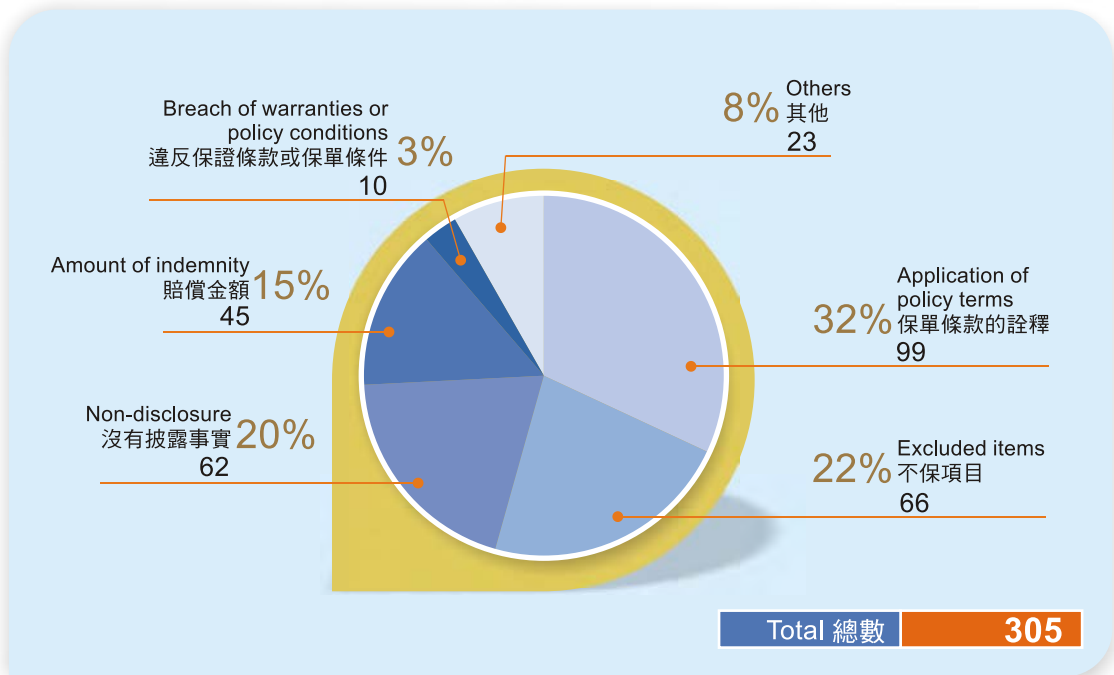
Nature of Complaints Closed 結案投訴類別

Figure 1 圖一



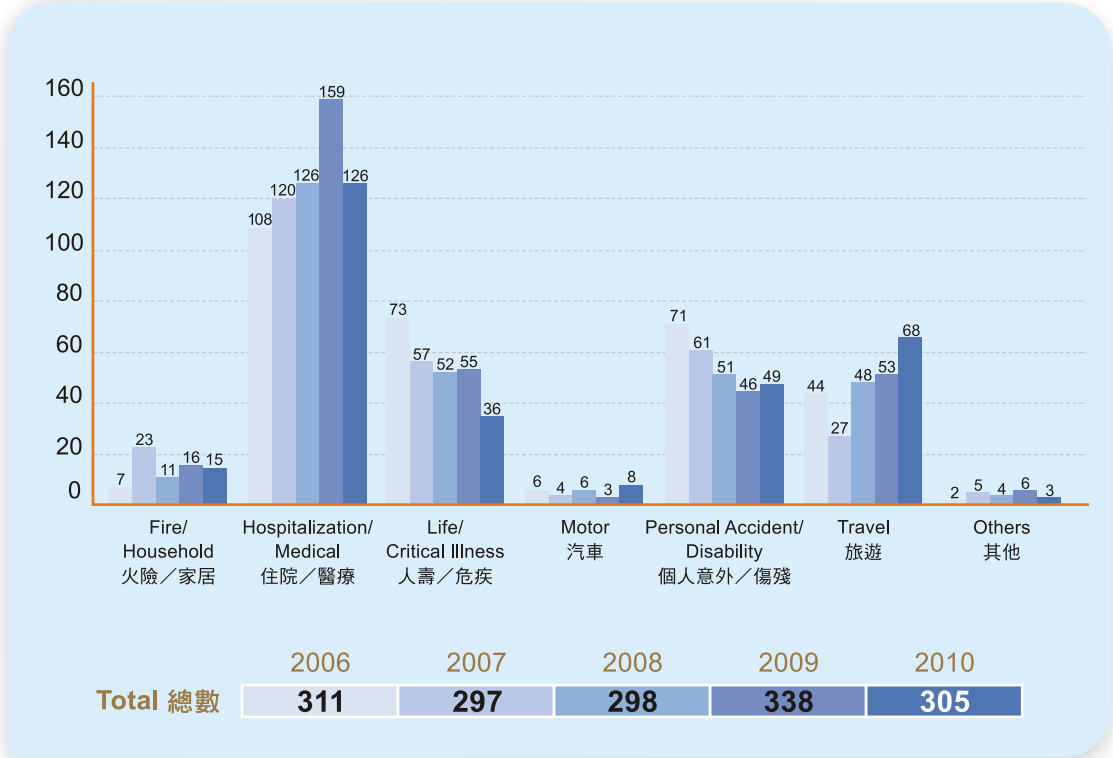
Nature of Complaints Closed in 2010 2010年結案投訴類別

Figure 2 圖二



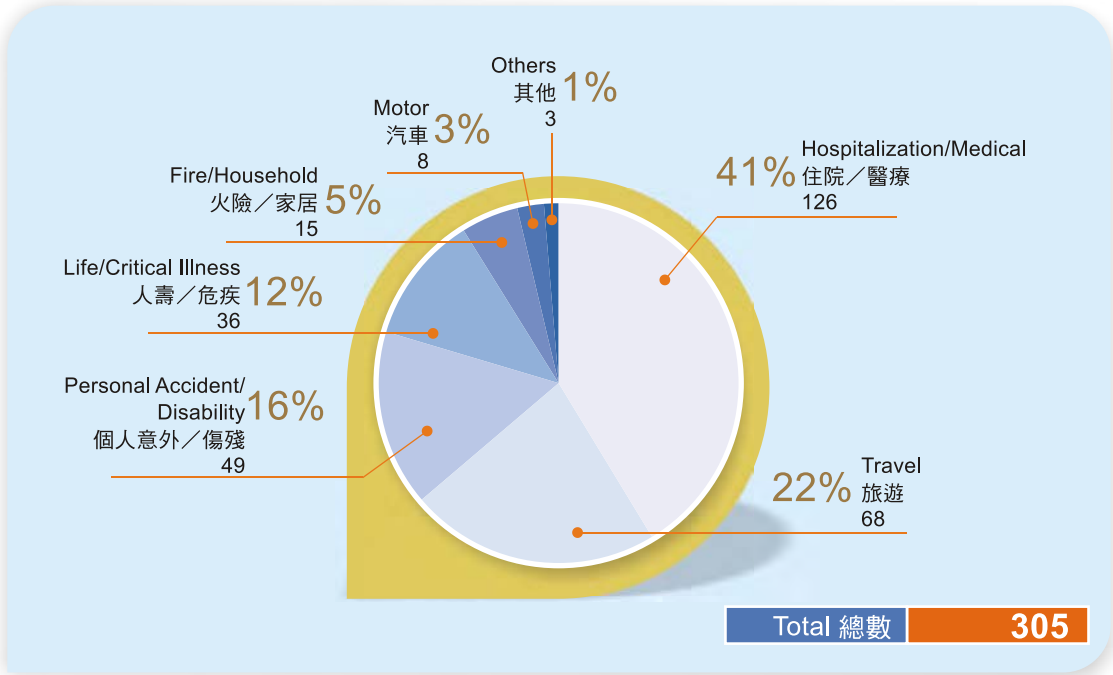
Types of Policies Closed 結案保單類別

Figure 3 圖三



Types of Policies Closed in 2010 2010年結案保單類別

Figure 4 圖四

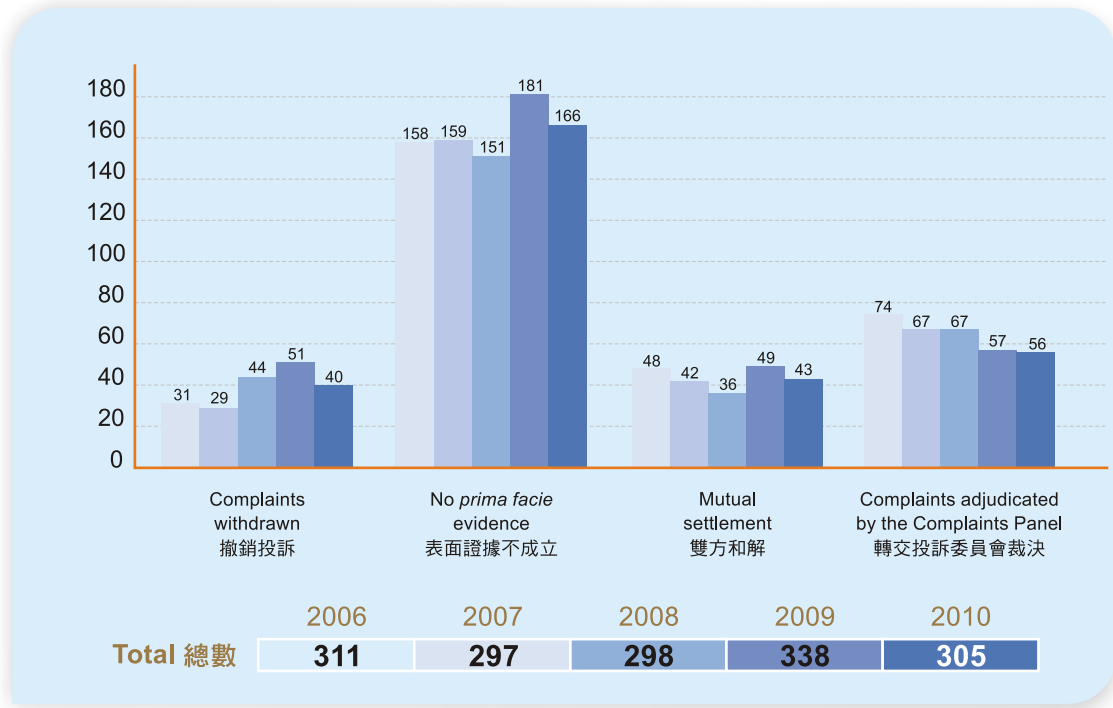




S^otistics 統計數字

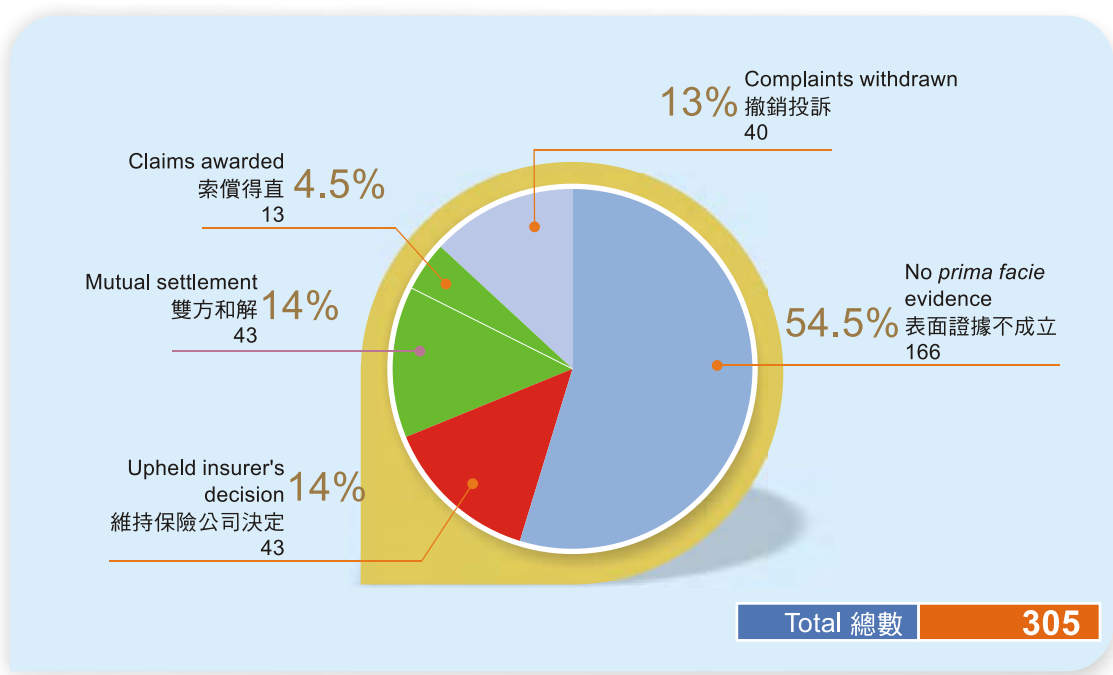
Outcome of Cases Closed 結案分類

Figure 5 圖五



Outcome of Cases Closed in 2010 2010年結案分類

Figure 6 圖六



Nature of Complaints by Types of Policies 各類型保單的投訴類別

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	6	14	1	2	9	12	1	45
Application of policy terms 保單條款的詮釋	1	23	17	0	30	27	1	99
Breach of warranties or policy conditions 違反保證條款或保單條件	3	1	0	0	2	4	0	10
Excluded items 不保項目	4	36	2	0	0	23	1	66
Non-disclosure 沒有披露事實	0	39	13	5	5	0	0	62
Others 其他	1	13	3	1	3	2	0	23
Total 總數	15	126	36	8	49	68	3	305

Outcome of Cases Closed by Types of Policies 各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	8	2	0	0	3	0	13
Mutual settlement 雙方和解	2	15	1	0	10	14	1	43
Upheld insurer's decision 維持保險公司決定	1	20	3	0	12	7	0	43
Complaints withdrawn 撤銷投訴	3	21	3	1	10	2	0	40
No <i>prima facie</i> evidence 表面證據不成立	9	62	27	7	17	42	2	166
Total 總數	15	126	36	8	49	68	3	305



Mr Michael F S Tsui
Chairman
The Insurance Claims
Complaints Panel

保險索償投訴委員會主席
徐福榮 先生

Powers of the Complaints Panel

投訴委員會的權力



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

Powers of the Complaints Panel

According to Articles 82(a) & (b) of *Articles of Association of the ICCB*, 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.

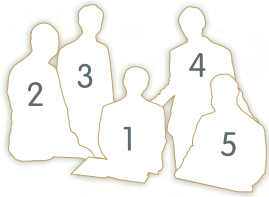
In the deliberation of complaints, the Complaints Panel often faces the arduous task of balancing evidence submitted by one party against the other, without the benefit of exhaustive examination and cross-examination as in a proper court of law. In order to achieve what would be a fair and reasonable 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

投訴局《組織章程細則》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。《組織章程細則》第82條(c)款賦予投訴委員會彈性斷案的權力，說明投訴委員會的裁決並不囿於以往案例。



Chairman 主席

1. Mr Michael F S Tsui
徐福樂先生

Members 委員

2. Mr Larry L K Kwok, BBS, JP
郭琳廣BBS太平紳士
3. Mr Barry C K Yeung
楊超群先生
4. Mr Mike S C Lee
李少川先生
5. Mr Paul F Winkelmann
Paul F Winkelmann先生



Members of the Complaints Panel attend the media conference held on 23 March 2011.
投訴委員會委員出席2011年3月23日舉行的新聞發布會。





Case Review

個案分析

01.01.2010 - 31.12.2010

APPLICATION OF POLICY TERMS

保單條款的詮釋

The Complaint 投訴內容

The complainant found his lower incisor was loosened after biting on a chicken bone. He consulted a dental surgeon five days later and was diagnosed as suffering from horizontal tooth fracture. Extraction was then performed.

The insurer learnt that the complainant's tooth problem was a secondary condition to periodontitis. It therefore rejected to reimburse the dental expenses incurred to the complainant on the ground that his tooth problem was not caused solely and independently by an accident.

投訴人咀嚼雞骨後發現下顎門牙鬆脫，遂於五天後向牙醫求診，證實是牙齒橫向斷裂，於是拔掉牙齒。

保險公司得悉投訴人的牙齒毛病是牙周病的併發症，因此拒絕向投訴人賠償牙科的費用，理由是牙齒毛病並非直接和純粹由某宗獨立的意外事故所致。

Essence of Complaint: Accidental Bodily Injury

Type of Insurance: Personal Accident

投訴爭議點：因意外事故造成身體受傷

保險類別：個人意外

Findings of the Complaints Panel

According to the personal accident policy provisions, 'bodily injury' means 'injury to the insured person resulting solely and directly from an accident and independent of all other causes'.

Since the dental surgeon confirmed that the underlying cause of the complainant's tooth fracture was periodontitis, the Complaints Panel was convinced that his tooth problem was not caused solely and directly by an accident and independent of all other causes.

Ruling of the Complaints Panel

The Complaints Panel upheld the insurer's decision not to reimburse the dental expenses incurred for the amount of HK\$930.

Message from the Complaints Panel

In order to ascertain whether an injury was caused directly and independently by an accident, the Complaints Panel will consider the nature of the injury and the diagnosis made. If the final diagnosis confirms the injury is related to an illness, the Complaints Panel will be inclined to support the decision of not paying the accident claim.

投訴委員會的調查結果

根據個人意外保單條款，「身體受傷」指「受保人的傷患是直接和純粹由某宗獨立的意外事故所致，而當中不涉及其他任何因素」。

由於牙醫證實牙周病是引起受保人牙齒斷裂的潛在原因，故此，投訴委員會相信他的牙齒毛病並非直接和純粹由某宗獨立的意外事故所致，當中不涉及其他任何因素。

投訴委員會的裁決

投訴委員會維持保險公司不予賠償牙科費用的決定，涉及930港元。

投訴委員會的意見

為了斷定某傷患是否直接和純粹由某宗獨立的意外事故所致，投訴委員會會考慮傷患的性質和診斷結果。如果診斷結果與某種疾病有關，則投訴委員會傾向支持不予發放意外賠償的決定。



Case Review 個案分析

Case 2 個案

Essence of Complaint: Definition of 'Accident'

Type of Insurance: Personal Accident

投訴爭議點：「意外」的定義

保險類別：個人意外

The Complaint 投訴內容

The complainant twisted his waist while he was sneezing at the time of driving. He then consulted a registered Chinese medicine practitioner and submitted a claim to the insurer for the medical expenses incurred.

The insurer declined his claim on the ground that the incident failed to fulfil the definition of 'accident' under the personal accident policy.

投訴人在駕駛時因打噴嚏而扭傷腰部，隨後向註冊中醫求診，並向保險公司申請醫療開支賠償。

保險公司以個案不符合個人意外保單中「意外」的定義，拒絕其索償。

Findings of the Complaints Panel

According to the policy provisions, 'accident' means 'any sudden, unforeseen, unexpected, external, violent and visible event'.

Although sneezing is sudden, unforeseen and unexpected, it is not an external and violent event. The Complaints Panel was therefore convinced that the complainant's waist injury was not caused solely and directly by an accident as defined in the policy.

Ruling of the Complaints Panel

The Complaints Panel endorsed the insurer's decision to repudiate the complainant's claim for the medical expenses incurred for HK\$760.

Message from the Complaints Panel

Many personal accident policies define 'accident' as 'an unforeseen and unexpected event of violent, accidental, external and visible nature'. In order to ascertain if an injury was caused directly and independently by an accident, the Complaints Panel will consider the nature of the injury and how the injury happens. If the injury was not caused by an accident of violent, accidental, external and visible nature, the said injury may fail to fulfill the definition of 'accident' in the policy provisions.

投訴委員會的調查結果

根據保單條款，「意外」指「任何突發、不能預見、無法預期的外來、暴力和可見的事件」。

雖然打噴嚏是突發、不能預見和無法預期的，但並非外來的暴力事件，故此，投訴委員會相信投訴人的腰患，並非如保單所界定的直接和純粹由某宗獨立的意外事故所致。

投訴委員會的裁決

投訴委員會同意保險公司不向投訴人賠償醫療開支的決定，涉及金額760港元。

投訴委員會的意見

許多個人意外保單將「意外」界定為「不能預見及無法預期的暴力、偶發、外來及可見事件」，為了查明某傷患是否直接和純粹由某宗獨立的意外事故所致，投訴委員會會考慮傷患的性質，以及怎樣引致傷患。假如傷患並沒有涉及不能預見及無法預期的暴力、偶發、外來及可見事件，則可能不符合保單條款中「意外」的定義。

Essence of Complaint: Definition of 'Accident'

Type of Insurance: Personal Accident

投訴爭議點：「意外」的定義

保險類別：個人意外

The Complaint 投訴內容

The insured, who was a taxi driver, passed away in a traffic accident. The insurer settled the life claim to his beneficiary but declined to pay for the accidental death benefit on the ground that his death was not caused directly and independently by an accident.

受保人是士司機，不幸因交通意外逝世。保險公司向其受益人發放人壽死亡賠償，但卻拒絕賠償意外死亡保障，理由是受保人身故並非直接及純粹因某宗意外事故造成。

Findings of the Complaints Panel

Although the direct cause of the insured's death was multiple injuries, the autopsy finding revealed severe hypertensive and ischaemic heart disease in the form of enlarged heart with left ventricular hypertrophy and severe coronary artery atherosclerosis. Such conditions indicated the possibility of heart attack. The Complaints Panel further noted from the autopsy report that according to the passenger, the driver appeared to be unwell and the taxi had weaved a few times before it finally collided with a public light bus which was travelling in the opposite direction.

In view of the circumstantial evidence, the Complaints Panel was inclined to believe that the insured had suffered from a heart attack, rendering him unable to control the taxi and resulting in the traffic accident and multiple injuries causing his death.

Ruling of the Complaints Panel

Since the underlying cause of the insured's death was heart attack, the Complaints Panel agreed with the insurer that his death was not caused directly and independently by an accident. It therefore supported the insurer's decision not to pay the accidental death benefit of nearly HK\$515,000.

投訴委員會的調查結果

雖然受保人的直接死因乃「多處受傷」，惟死因報告顯示受保人有嚴重高血壓及缺血性心臟病，並出現心臟擴大、左心室肥厚及嚴重冠狀動脈粥狀硬化，可能是心臟病發。投訴委員會從死因報告中得悉，的士乘客表示司機於事發前已有不適，多次在路上迂迴前行，最後與在逆線方向行走的小巴相撞。

有見及種種環境證據，投訴委員會傾向相信受保人是因心臟病發，無法駕駛，最終釀成交通意外，導致多處受傷而死亡。

投訴委員會的裁決

鑑於導致受保人死亡的潛在原因是心臟病發，故此投訴委員會贊同保險公司指受保人之死，並非直接及獨立地因某宗意外事故造成的說法，遂支持保險公司拒絕其意外死亡賠償的決定，涉及金額接近515,000港元。



Case Review 個案分析

Message from the Complaints Panel

Other than the nature of the injury or death, the Complaints Panel will carefully study the underlying cause of the injury or death. If there is other factor contributing to the occurrence of the injury or death, the Complaints Panel will usually rule against the claimants since the criteria of 'directly and independently caused by an accident' as required in the policy provisions cannot be fulfilled.

投訴委員會的意見

除了考慮受傷或死亡的性質之外，投訴委員會還會仔細研究導致受傷或死亡的潛在原因。假如有其他因素引致受傷或死亡，投訴委員會通常會裁定投訴不成立，因為個案未能符合保單條款內訂明的「直接及獨立地因某宗意外事故造成」的條件。

Case 4 個案

The Complaint 投訴內容

The insured was admitted to hospital for one day due to dysmenorrhoea and menorrhagia. Since only ultrasound and laboratory tests were performed, the insurer considered that her hospitalization was not medically necessary and rejected to honour her claim for the hospitalization expenses incurred.

受保人因經痛和經血過多留院一天，由於住院期間只進行了超聲波和化驗性檢查，故保險公司認為這次住院並無醫療需要，拒絕賠償其住院開支。

Essence of Complaint: Medically Necessary

Type of Insurance: Hospitalization

投訴爭議點：醫療需要

保險類別：住院

Findings of the Complaints Panel

According to the insured, she had experienced several abdominal pain and menorrhagia for two days when she consulted the outpatient department of a hospital. She was then advised to be admitted to the hospital for further investigation. Ultrasound of abdomen and laboratory tests revealed no abnormality.

The Complaints Panel noted that apart from the ultrasound and the laboratory tests, only oral medication was prescribed for the insured's pain symptom during the hospitalization. Since all these investigations could have been effectively performed on an outpatient basis without the need of inpatient stay, the Complaints Panel, being satisfied that the insured's confinement was not on an emergency nature, agreed with the insurer's decision that her hospitalization was not medically necessary.

Ruling of the Complaints Panel

The Complaints Panel upheld the insurer's decision to repudiate the hospitalization claim of around HK\$9,000.

投訴委員會的調查結果

根據受保人提供的資料，由於持續兩天腹痛和經血過多，於是到醫院門診部求診，醫生建議她入院作進一步檢查，利用超聲波檢查腹部，並進行多項化驗，結果並無異常。

投訴委員會得悉投保人在住院期間除了進行超聲波和化驗之外，只獲發治療痛症的口服藥物。由於所有檢查均可以在門診進行，毋須住院，故投訴委員會認同受保人這次住院並非緊急需要，同意保險公司裁定其住院並沒有醫療需要的決定。

投訴委員會的裁決

投訴委員會支持保險公司拒絕賠償住院費用的決定，涉及金額約9,000港元。

Message from the Complaints Panel

When reviewing disputes concerning 'medically necessary', the Complaints Panel 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.

投訴委員會的意見

當審議涉及「醫療需要」的糾紛時，投訴委員會關注以下各點：

1. 住院期間有否進行任何治療，還是只做診斷性檢查；
2. 診斷性檢查是否治療的其中一部分，而必須在醫院內進行；
3. 住院期間所做的診斷性檢查能否在門診進行；
4. 入院是否有緊急需要。

Case 5 個案

The Complaint 投訴內容

The insured was admitted to a hospital in the Mainland for 15 days due to cervical spine disease. Having duly considered that the insured's condition was not serious, the Insurer paid only the first five days of her confinement, but rejected her claim for the treatment expenses of her last 10 days' confinement on the ground that the latter period was not medically necessary.

受保人因頸椎毛病在內地醫院留醫15天，有見及受保人的病況並不嚴重，保險公司只賠償首五天的住院費用，隨後十天的住院費用則不予賠償，理由是後十天的住院並無醫療需要。

Essence of Complaint: Medically Necessary

Type of Insurance: Hospitalization and Hospital Income

投訴爭議點：醫療需要

保險類別：住院及住院入息

Findings of the Complaints Panel

According to the admission and discharge record of the hospital, the insured had neck pain and upper limbs numbness for half a year and the conditions deteriorated three days before the admission.

Although the insurer alleged that the insured's sickness could safely and adequately be treated without confinement, the Complaints Panel noted that she had received neck traction and other related injection/treatment during her confinement. The Complaints Panel further viewed that 15 days of inpatient stay for cervical spine disease treatment was not really excessive and that there was no evidence to show her inpatient stay was not necessary. More importantly, there was no valid explanation from the insurer as to the reason for splitting the 15 days continuous confinement into five days and 10 days. The Complaints Panel therefore disagreed with the insurer's decision that the insured's last 10 days of confinement was not medically necessary.

投訴委員會的調查結果

根據醫院的出入院紀錄，受保人持續半年感覺頸痛和上肢麻痺，病況於入院前三天惡化。

雖然保險公司指受保人的病患毋須入院，也可以獲得安全和充分的治療，但是投訴委員會得悉受保人在住院期間接受頸牽引治療和其他相關的注射／治療。此外，投訴委員會發現入院15天治療頸椎毛病並不為過，更沒有證據顯示其住院是沒有必要的。更重要的是，保險公司沒有合理解釋為何將15天連續住院分為五天和十天兩個時段。因此，投訴委員會不贊同保險公司認為受保人住院的後十天並無醫療需要。



Case Review 個案分析

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of the insured and requested the insurer to pay the hospitalization claim for the entire 15 days. The extra settlement amounted to nearly HK\$17,700.

Message from the Complaints Panel

Once the Complaints Panel agreed that the hospitalization of an insured is medically necessary, it will usually request the insurer to pay the entire confinement unless there are valid and objective reasons to support partial payment or that the hospitalization is excessively prolonged for the particular diagnosis.

投訴委員會的裁決

投訴委員會裁定受保人得直，要求保險公司支付全數15天的住院費用賠償，額外的賠償金額約17,700港元。

投訴委員會的意見

只要投訴委員會贊同受保人的住院屬於醫療需要，除非保險公司提出有力和客觀的理由證明只應發放部分費用，或治療某種病症而留院的時間過長；否則，投訴委員會通常都會要求保險公司悉數支付住院開支。

Case 6 個案

The Complaint 投訴內容

*Essence of Complaint: Trip Cancellation
(due to earthquake)*

Type of Insurance: Travel

投訴爭議點：（因地震）取消旅程

保險類別：旅遊

A couple arranged a travel insurance policy for their 3-month trip to South America (Argentina and Chile) commencing 3 March 2010. An earthquake rated a magnitude of 8.8 on the Richter magnitude scale happened in Chile on 27 February 2010. Since local riots and robberies occurred soon after the earthquake, the couple decided to cancel their trip for safety reason and submitted a claim to the insurer for the cancellation charges and the cost of non-refundable air-tickets in respect of their two booked flights, namely from Hong Kong to Buenos Aires Eze, Argentina on 3 March 2010 and from Santiago, Chile to Easter Island on 9 April 2010.

The insurer considered that the earthquake was unlikely to affect the couple's itinerary since their first site of visit was Argentina, which is far away from Chile. It was not until one month later that they would enter into the territory of Chile to pick up the domestic flight from Santiago to Easter Island. Under the circumstances, the insurer rejected the couple's claim for trip cancellation.

一對夫婦準備在2010年3月3日前往南美阿根廷和智利旅遊三個月，並購買了旅遊保險，但智利於2010年2月27日發生黎克特制8.8級地震，不久當地發生暴亂和搶劫，兩夫婦遂以安全理由取消行程，並向保險公司申請賠償取消行程的費用、不獲退還的兩張機票費用，即2010年3月3日從香港前赴阿根廷布宜諾斯艾利斯，以及2010年4月9日由智利聖地牙哥往復活島的機票。

保險公司考慮到他們的行程第一站是阿根廷，距離智利相當遙遠，而地震並不足以影響他們的行程，況且他們於一個月後才進入智利國境，轉乘內陸航機從聖地牙哥出發往復活島；因此，保險公司拒絕賠償取消行程的費用。

Findings of the Complaints Panel

Since there was neither suspension of air flight nor closure of airport in Buenos Aires Eze on 3 March 2010, the couple's flight from Hong Kong to Buenos Aires Eze would not be affected.

Although the airport in Chile was closed after the earthquake, it was re-opened on 1 March 2010. The couple's flight from Santiago to Easter Island on 9 April 2010 would not be affected.

More importantly, there was no cancellation of flight by either airline. According to the policy provisions for trip cancellation, 'the insurer will pay... for the loss of unused transport ticket... in the event that the insured person has to cancel the insured journey necessitated by the occurrence of ... cancellation by public common carrier due to unexpected outbreak of... natural disasters or closure of airport... within seven days before the scheduled departure of insured journey'.

Ruling of the Complaints Panel

As the critical criterion 'cancellation by public common carrier' as required under the policy provisions was not satisfied, the Complaints Panel ruled that the insurer's decision to decline the trip cancellation claim was appropriate and in accordance with strict policy provisions.

Message from the Complaints Panel

Most travel insurance policies offer compensation to the insured for loss of unused deposit or transport ticket up to a maximum limit in the event of trip cancellation. However, since trip cancellation compensation will only be offered to certain defined losses, perils, situations or circumstances, the Complaints Panel urges all insuring public to carefully study and review the policy provisions.

投訴委員會的調查結果

鑑於在2010年3月3日，既沒有航班延誤，阿根廷布宜諾斯艾利斯機場也沒有關閉，所以根本沒有影響兩夫婦乘搭的航班。

雖然智利機場於地震後關閉，但於2010年3月1日已經重開，所以兩人於2010年4月9日由聖地牙哥前往復活島的航班也不會受到影響。

更重要的是，兩班航班均沒有被取消。根據保單的取消行程條款：「保險公司保障受保人於原訂出發日期前的七天內，因發生不能預見的天災或機場關閉而導致公共交通工具取消，因而不能取回已繳付的交通工具的票價……」

投訴委員會的裁決

由於投訴人的情況並不符合最為關鍵的「公共交通工具取消班次」條款，故投訴委員會裁定保險公司不予賠償取消行程費用的決定恰當，並符合保單條款的嚴格規定。

投訴委員會的意見

大部分的旅遊保單均賠償受保人因取消行程而損失的未用訂金或交通票價，並設置賠償上限。然而，取消行程的賠償只會按某些特定的損失、風險或狀況而發放，故投訴委員會提醒所有投保人小心閱讀保單條款。



The Complaint 投訴內容

*Essence of Complaint: Trip Cancellation
(due to sickness)*

Type of Insurance: Travel

投訴爭議點：(因病)取消旅程

保險類別：旅遊

The complainant took out a travel insurance policy for his trip to Finland with his wife. Unfortunately, he was admitted to hospital one day after the policy was issued due to renal failure. Because of the illness, he decided to cancel his journey and lodged a claim to the insurer for the deposit and cancellation charges incurred.

The insurer noted that the complainant was admitted to hospital for the treatment of end-stage renal failure. Since end-stage renal failure usually takes a long time to develop, the insurer refused to honour the complainant's claim on the basis that his condition did not fulfill the policy definition of 'sickness', i.e. illness or disease contracted after the date of issue of the policy or the date when the insured person has paid the deposit payment of the planned journey, whichever is later.

投訴人與妻子計劃前往芬蘭，並投購旅遊保險，但投訴人不幸於保單生效後一天因腎功能衰竭入院。投訴人因病取消行程並向保險公司索償有關的訂金和取消行程引致的費用。

保險公司留意到投訴人入院治療末期腎功能衰竭，由於末期腎功能衰竭需要一段長時間才會形成，故此，保險公司拒絕賠償投訴人的索償申請，理由是他的病情不符合保單內「疾病」的定義，即：「保險單簽發日期後或受保人已繳付計劃旅程的訂金當日後（以較後者為準），所患或感染的疾病或病症。」

Findings of the Complaints Panel

Although the evidence available seemed to confirm that the complainant did not have any renal problem before and that it was not until one day after he took out the policy that his renal disease first manifested, the Complaints Panel doubted very much if such an illness would have been contracted in just one day. In order to arrive at a fair decision, the Complaints Panel further requested the insurer and the complainant to provide additional information for its assessment. It was later revealed in a doctor's referral letter that the complainant had indeed a routine body check up two weeks before the consultation and the report indicated that further renal check up was needed due to an abnormally high creatinine level.

The Complaints Panel was aware that an elevated blood creatinine level generally indicates renal impairment and that was the reason why the complainant sought further consultation. Since the complainant's body check up was obviously taken out prior to his applying for the travel policy, the Complaints Panel considered that it was reasonable for the insurer to conclude that his end-stage renal failure had been contracted before the policy issue date.

投訴委員會的調查結果

雖然有證據顯示投訴人之前沒有腎病，並在投保後一天才首次發病，但是投訴委員會非常懷疑此病患會否於一天內形成。為了作出公平的裁決，投訴委員會再次要求保險公司和投訴人提供更多資料以作判斷。及後發現了一封醫生轉介信件，指投訴人於求診前兩週曾進行定期身體檢查，而報告顯示投訴人的血肌酸酐處於不正常的高水平，需再檢查腎臟。

投訴委員會留意到血肌酸酐水平上升即表示腎臟受損，因此投訴人需要再次就診。由於投訴人的身體檢查明顯是在購買旅遊保單之前進行，故此，投訴委員會認為保險公司有理由歸納結果為投訴人所患的末期腎衰竭，是在投保前已經形成。

Ruling of the Complaints Panel

The Complaints Panel endorsed the insurer's decision in declining the complainant's claim for the deposit and cancellation charges incurred, amounting to HK\$60,000.

Message from the Complaints Panel

In dealing with cases where the disputes focus on when the illness or disease first contracted, the Complaints Panel relies heavily on whether or not there is sufficient medical evidence to prove that the sickness occurred earlier than the policy effective date, or whether there exist signs or symptoms of the illness before the policy is effected.

投訴委員會的裁決

投訴委員會同意保險公司拒絕投保人索償訂金和取消行程的手續費，涉及金額達60,000港元。

投訴委員會的意見

投訴委員會在處理此等糾紛時，會集中研究疾病或病患於何時首次出現或形成，投訴委員會非常著重有沒有充分的醫療證據，證明該病患於保單生效前已經出現，或者已存在病徵或徵狀。



Case Review 個案分析

EXCLUDED ITEMS

不保事項

個案
Case 8

Essence of Complaint: Congenital Condition

Type of Insurance: Hospitalization and Hospital Income

投訴爭議點：先天性疾病

保險類別：住院及住院入息

The Complaint 投訴內容

A 4-year-old girl suffered bilateral gross vesicoureteric reflux (VUR) and recurrent urinary tract infection (UTI) three years after her hospitalization policy was effected. She was then admitted to hospital. Cystoscopy and pneumovesicoscopic bilateral ureteric reimplantation were performed.

The insurer considered that the insured's hospital confinement was for surgical correction of ureteric orifices which were congenital in nature. Since the policy excludes hospitalization caused directly or indirectly, wholly or partly by any congenital disorder, the insurer refused to settle the hospitalization expenses incurred.

一名四歲女童於其住院保單生效後三年，因患上雙側膀胱輸尿管返流和反覆性尿道感染而入院，入院期間進行了膀胱鏡檢查和氣膀胱腹腔鏡雙側輸尿管移植手術。

保險公司認為受保人入院進行手術，是為了糾正先天性輸尿管開口的毛病。由於保單並不保障直接或間接、完全或局部因先天性疾病而引起的住院開支，因此保險公司拒絕賠償是次住院的費用。

Findings of the Complaints Panel

Although the insured's attending doctor clarified that the insured's suffering of recurrent UTI associated with gross VUR and renal scars presented only at around two years of age and confirmed that it was not a congenital condition, the insurer, having sought opinions from its in-house medical officer, concluded that her condition was congenital in nature based on the following elements:

- The insured's both ureteric orifices were laterally displaced which is a characteristic of primary VUR caused by a congenital abnormality.
- There was no sign of obstruction in the bladder neck or urethra, which means that secondary VUR was unlikely.
- Recurrent UTI and renal scars are more likely to be caused by VUR and incomplete emptying of bladder.

The insured's attending doctor disagreed with the comments made by the insurer's medical officer and stressed that:

- Laterally displaced ureteric orifices are not necessarily associated with primary malformation.
- Obstruction in the bladder neck or urethra is not the only cause of VUR.

投訴委員會的調查結果

雖然受保人的主診醫生闡明受保人所患的反覆性尿道感染與膀胱輸尿管返流和腎臟癥痕有關，都是在約兩歲時出現，並不是先天性疾病，惟保險公司徵詢了公司醫生的意見後，指其疾病屬先天性，原因如下：

- 受保人的兩條輸尿管開口外側移位，是膀胱輸尿管返流的徵狀，由先天性異常所致。
- 膀胱頸或尿道沒有堵塞的跡象，似乎並非次發性膀胱輸尿管返流。
- 反覆性尿道感染和腎臟癥痕更有可能是由膀胱輸尿管返流和膀胱排尿並不徹底所致。

受保人的主診醫生並不同意保險公司的醫生所提出的意見，他強調：

- 兩條輸尿管開口外側移位與原發性畸型沒有必然的關係。
- 膀胱頸或尿道阻塞並非引致膀胱輸尿管返流的唯一原因。

c) The underlying cause of the insured's disease was recurrent UTI associated with VUR and renal scars and not VUR per se.

Since the insured's attending doctor should be in a better position to comment on the insured's condition, the Complaints Panel was convinced that the insured's sufferings of bilateral VUR and recurrent UTI were not congenital in nature.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of the policyholder and requested the insurer to honour the hospitalization claim of around HK\$142,000.

Message from the Complaints Panel

Most hospitalization policies contain an exclusion clause to exclude loss directly or indirectly due to congenital conditions. In deciding whether or not a condition is congenital in nature, the Complaints Panel, other than referring to common medical literature or references, relies heavily on the opinions given by the attending doctors.

c) 受保人的病患的潛在病因是反覆性尿道感染，與膀胱輸尿管返流和腎臟瘢痕有關，但並非因膀胱輸尿管返流本身所致。

由於受保人的主診醫生較清楚受保人的個案，故投訴委員會相信受保人所患的雙側膀胱輸尿管返流和反覆性尿道感染，並非先天性的。

投訴委員會的裁決

投訴委員會裁定保單持有人得直，保險公司須發放住院賠償，涉及金額約142,000港元。

投訴委員會的意見

大部分住院保單均載有豁免條款，豁免保障因先天性疾病引致的直接或間接損失。投訴委員會在判斷某項病狀是否屬於先天性時，除了參考一般醫療文獻或參考資料之外，亦會倚重主診醫生的意見。

個案

Case 9

The Complaint 投訴內容

The insured experienced influenza symptoms with chesty cough and jaundice. She consulted a private medical practitioner and was diagnosed as suffering from alcohol-related hepatitis. She was then admitted to a hospital for further management.

The insurer learnt that the insured's alcohol intake was 35 units per week (a level far above the recommended level in most countries) and concluded that her alcohol-related hepatitis was a direct result of alcohol abuse. Since the policy excludes any expenses incurred as a result of abuse of alcohol, drugs and/or medicines, the insurer declined the insured's hospitalization claim. Although the insured admitted that the cause of her illness was due to alcohol, she objected to the fact that it was due to abuse.

受保人有感冒徵狀、肺咳和黃疸病，遂向私家醫生求診，證實患上酒精相關性肝炎，隨後入院接受進一步治療。

保險公司得悉受保人每週飲用35個單位的酒精（此水平遠超許多國家建議的飲用水平），因此認為她所患的酒精相關性肝炎是由酗酒直接造成的。由於保單訂明豁免保障任何因酗酒、濫用毒品及／或藥物引致的任何開支，故保險公司拒絕其住院索償。雖然受保人承認其疾病成因是源於酒精，但受保人卻否認是因酗酒所致。

Essence of Complaint: Alcohol Abuse

Type of Insurance: Hospitalization

投訴爭議點：酗酒

保險類別：住院



Case Review 個案分析

Findings of the Complaints Panel

The attending doctor indicated that he had never used the term 'alcohol abuse' in the insured's case. Although the alcohol intake was more than recommended, he could hardly say that it had reached an abuse level. Some people can drink more while others cannot. This is a question of genetic susceptibility to alcohol.

The Complaints Panel agreed with the attending doctor's logic that whilst the alcohol consumption of the insured might have been excessive, it was not necessarily equivalent to abuse. Since the insured was able to follow the doctor's advice to stop drinking immediately and had no alcohol withdrawal symptoms of any kind after she stopped drinking, the Complaints Panel was not convinced that there was cogent evidence of alcohol abuse.

Ruling of the Complaints Panel

The Complaints Panel decided to rule in favour of the insured and award her the hospitalization claim of around HK\$273,000.

Message from the Complaints Panel

Most hospitalization policies exclude loss arising from abuse of drugs or alcohol. An insurer can apply such an exclusion to repudiate claim only if there is concrete proof that drug or alcohol abuse (instead of excessive consumption) existed.

投訴委員會的調查結果

主診醫生表示診治受保人時，從來沒有使用「酗酒」一詞，雖然她所飲用的酒精量超過建議的份量，但談不上已屆濫用的程度。有些人的酒量較大，有些人則較淺，這關乎酒精的遺傳易感性。

投訴委員會同意主診醫生的邏輯，指受保人的確可能喝酒過多，但也不等於過濫。由於受保人也有遵從醫生的意見，立即停止喝酒，而戒酒之後亦沒有出現酒精戒斷症候群；故此，投訴委員會認為並無有力的證據證明受保人酗酒。

投訴委員會的裁決

投訴委員會裁定受保人得直，可獲賠償住院開支，涉及金額約273,000港元。

投訴委員會的意見

許多住院保單豁免保障因濫藥或酗酒而引致的損失。保險公司只有在掌握足夠證據證明濫用藥物或酗酒，而非飲酒過量的情況下，才可以引用豁免條款，拒絕賠償。

The Complaint 投訴內容

*Essence of Complaint: Hypertension vs
Coronary Artery Disease*

Type of Insurance: Hospitalization

投訴爭議點：高血壓與冠狀動脈疾病
保險類別：住院

The insured declared to the insurer that she had suffered from hypertension at the time of policy application. An exclusion was then imposed on her hospitalization policy to exclude all treatments caused by hypertension and the complications thereof.

Fourteen months after the policy was effected, the insured was admitted to a hospital due to chest pain and lower abdominal discomfort. Cardiac computed tomography was performed and the final diagnosis was coronary artery disease.

Since the insured was prescribed with hypertension medications during her hospitalization, the insurer considered that her admission was related to hypertension. It therefore declined her claim on the ground that her condition fell within the imposed exclusion.

受保人在投保時申報患有高血壓，保險公司於是在其住院保單加入豁免保障條款，豁免保障所有治療高血壓或相關併發症的開支。

受保人於保單生效後14個月因胸痛和下腹不適入院，進行了心臟電腦斷層掃描，證實患上冠狀動脈疾病。

由於受保人於住院期間獲處方治療高血壓的藥物，故保險公司認為這次住院與高血壓有關，拒絕賠償其住院開支，理由是她的病情屬於保單豁免保障的範圍。

Findings of the Complaints Panel

Although hypertension is one of the risk factors of coronary artery disease, the attending doctor confirmed that the insured's treatment during the confinement was not related to hypertension. In fact, there was no relationship between the insured's hypertension and her coronary artery disease. The hypertension-related prescription was just to continue the insured's usual medication and the cost involved was minimal.

The Complaints Panel agreed that coronary artery disease did not necessarily evolve from hypertension. More importantly, the insured's attending physician, who was supposed to know better about her condition, confirmed that the insured's coronary artery disease was not related to her hypertension. Since there was no other medical evidence to the contrary, the Complaints Panel considered that the said imposed exclusion should not be invoked in this case.

投訴委員會的調查結果

雖然高血壓是構成冠狀動脈疾病的其中一項風險因素，但主診醫生證明受保人於住院期間所接受的治療與高血壓無關。而受保人的高血壓與其冠狀動脈疾病並不相關，處方高血壓的藥物只是維持其平日服用的藥物，所需的費用也很少。

投訴委員會認同冠狀動脈疾病並不一定是由高血壓演變而成的；更重要的是，受保人的主診醫生應該較了解她的病況，他既然證明受保人的冠狀動脈疾病與高血壓無關，亦沒有其他醫學證據推翻他的意見，故投訴委員會認為不能應用此豁免條款於本個案上。



Case Review 個案分析

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of the insured and awarded her the hospitalization benefit of around HK\$16,000.

Message from the Complaints Panel

It is common for insurers to impose extra exclusions to exclude certain illnesses which the insured has previously suffered in order to avoid the risk of recurrence or the possible sequelae. However, if there is no concrete evidence to show that the claim is related to the excluded illnesses as listed in the imposed exclusion, the Complaints Panel will rule in the claimant's favour.

投訴委員會的裁決

投訴委員會裁定受保人得直，可獲發賠償住院開支，涉及金額約16,000港元。

投訴委員會的意見

保險公司通常都會附加額外的豁免條款，豁免保障受保人投保前已存在的某些病患，藉以避免再次發病或出現後遺症的風險。然而，假如沒有實質證據證明索償與豁免條款內所述的不保病症有關，則投訴委員會會裁定索償人得直。

Case 11 個案

The Complaint 投訴內容

Essence of Complaint: Pre-Existing Condition

Type of Insurance: Hospitalization

投訴爭議點：投保前已存在的疾病

保險類別：住院

The complainant was admitted to hospital for lower abdominal pain with per rectal bleeding and epigastric pain six months after her hospitalization policy was effected in December 2008. Colonoscopy and gastroscopy were performed and the diagnoses were haemorrhoid and gastritis.

During its claims investigation, the insurer discovered that the complainant had been suffering from i) haemorrhoid since August 2007 and had follow-up consultations in the subsequent year; and ii) gastritis in October 2008. Since all these sufferings had existed prior to the policy effective date, the insurer declined her hospitalization claim for the 'pre-existing condition' exclusion.

受投訴人的住院保單於2008年12月生效，六個月後受保人因下腹疼痛、直腸出血和上腹疼痛入院。住院期間進行了結腸鏡檢查和胃鏡檢查，診斷為痔瘡和胃炎。

保險公司在調查其索償期間，發現投訴人 i) 自2007年8月起已患有痔瘡，之後一年曾多次求診；ii) 而2008年10月已患胃炎。由於所有病症都是保單生效日之前已經存在，故此保險公司根據「投保前已存在疾病」豁免條款，拒絕其住院索償。

Findings of the Complaints Panel

It was noted from the medical report that the complainant had bleeding haemorrhoid proven by porctoscopy in August 2007 and was treated on and off with the same regimen several times in 2008. Based on such factual information, the Complaints Panel was convinced that her haemorrhoid should be considered as a pre-existing condition, which was excluded from the policy.

As for gastritis, the complainant first sought consultation in October 2008 for the condition which set in after her rheumatic pain treatment. Given that gastritis is a fairly common condition and the complainant's current episode of gastritis was separated from her previous episode for more than eight months, the Complaints Panel doubted if there was a direct linkage between the two episodes. It therefore disagreed with the insurer's decision to reject the gastritis expenses.

Ruling of the Complaints Panel

The Complaints Panel endorsed the insurer's decision to decline the hospitalization claim for the part relating to haemorrhoid, but ruled in favour of the insured in respect of her claim for the part relating to gastritis. The settlement amount totaled nearly HK\$14,600.

Message from the Complaints Panel

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

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

投訴委員會的調查結果

醫療報告顯示投訴人於2007年8月進行直腸檢查，證實痔瘡流血，隨後於2008年斷斷續續多次接受同一療程。根據此等事實資料，投訴委員會相信她的痔瘡屬於保單中豁免保障的投保前已存在疾病。

至於胃炎，投訴人於2008年10月治療風濕痛後，首次求診。由於胃炎是相當常見的病症，這次胃炎病發跟上一次又相隔八個多月，因此投訴委員會懷疑兩者是否有直接關連，故並不贊同保險公司不予賠償有關治療胃炎的開支。

投訴委員會的裁決

投訴委員會贊同保險公司拒絕關於痔瘡的住院開支；但其餘有關胃炎的住院開支，則裁定受保人得直，賠償金額接近14,600港元。

投訴委員會的意見

大部分的住院保單均載有「投保前已存在疾病」條款，豁免保障於保單生效前已發生、存在、引起、顯現的傷患或病症。

在審理這些個案時，投訴委員會非常重視是否有充分的證據顯示，有關傷患或病症在保單生效前已經出現或引起。



Case Review 個案分析

NON-DISCLOSURE 沒有披露事實

Case 12
個案

The Complaint 投訴內容

Essence of Complaint: Material Fact – Reasonably be Expected to Disclose

Type of Insurance: Critical Illness

投訴爭議點：重要事實－預期投保人披露是否合理

保險類別：危疾

The insured was admitted to hospital due to sudden slurring of speech and headache since the day before admission. He was diagnosed as suffering from suspected leukaemia and intracranial haemorrhage. His condition deteriorated and he died two days later.

During its claims investigation, the insurer found that the insured had consulted a dental surgeon twice for gum bleeding three months prior to his policy application. The diagnosis was pericoronitis. The dentist also recommended him to have a bleeding tendency check by a physician. Since the insured had failed to disclose such medical information at the time of insurance application, the insurer denied his wife's claim for the death benefit on the ground of material non-disclosure.

受保人突然言語不清和頭痛，並在翌日入院，被診斷患上疑似白血病和顱內出血，病情不斷惡化，兩天後證實不治。

保險公司於調查索償期間發現，受保人於投保前三個月，曾因牙肉出血兩次向牙醫求診，證實患上冠週炎，牙醫建議受保人向醫生求診檢查出血的原因。由於受保人在投保時沒有披露此等病歷資料，故此，保險公司以沒有披露事實為理由，拒絕其妻（即投訴人）提出的死亡賠償申請。

Findings of the Complaints Panel

According to the medical report of the dentist, the insured consulted him for bleeding from gum after brushing the lower right molar region. The preliminary diagnosis was pericoronitis. He revisited two days later for the same symptoms and was recommended to have a bleeding tendency check by a physician.

The complainant alleged that the insured had not sought further medical consultation or investigation on his gum bleeding since he recovered with no more bleeding after he consulted the dentist for the second time. Moreover, there was no evidence that the insured's gum bleeding was a symptom or directly related to his death caused by intracranial haemorrhage and chronic myelocystic leukaemia.

It was noted that the relevant health question in the insurance application form asks the applicant if he or she has undergone or been advised to undergo or is planning to undergo diagnostic test or blood study or any other investigation of the body in the past five years. The

投訴委員會的調查結果

根據牙醫的醫療報告，受保人刷牙至右下臼齒區時牙肉出血，遂向牙醫求診，初步診斷為冠週炎。兩天後，受保人因出現同一症狀而再向他求診，於是牙醫建議他到普通科醫生處檢查出血原因。

投訴人辯稱受保人於第二次求診後，已經復元，牙肉並沒有出血，故沒有因牙肉出血而求診或進行檢查；此外，沒有證據顯示受保人牙肉出血是顱內出血和慢性髓系白血病的症狀，或直接與受保人死於顱內出血和慢性髓系白血病有關。

委員會得悉投保申請書上有一道關於健康的問題，問及受保人曾否於過去五年內進行或曾否被建議進行任何診斷性測試或血液檢查或任何其他身體檢查。委員會認為這問題旨在了解申請人有否曾

Complaints Panel viewed that the said question was intended to ask the applicant if he or she has been referred by a medical practitioner to perform diagnostic test or other medical check-up. Given that the diagnosis made by the dentist was only pericoronitis and the insured was only suggested by a dentist to consult a physician for further examination, the Complaints Panel doubted if the insured should have chosen 'yes' to the said question.

Ruling of the Complaints Panel

The Complaints Panel decided to give the benefit of doubt to the complainant and ruled that the insurer's decision to repudiate her claim for material non-disclosure was inappropriate. The Complaints Panel resolved that the insurer should pay the death benefit of HK\$556,000.

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.

被醫生轉介進行診斷性測試或其他身體檢查。由於牙醫的診斷結果只是冠週炎，而牙醫僅建議受保人向普通科醫生求診，並作進一步檢查，故此，就回答此道問題，投訴委員會質疑受保人應否回答「是」。

投訴委員會的裁決

投訴委員會決定將疑點利益歸於投訴人，裁定保險公司以沒有披露事實為理由拒絕賠償的決定不恰當，保險公司應發放死亡賠償，涉及金額556,000港元。

投訴委員會的意見

投訴委員會審理涉及沒有披露事實的糾紛時，會集中考慮下列各點：

1. 沒有披露的資料是否重要事實，足以影響審慎的承保商決定接受、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。

The Complaint 投訴內容

The insured passed away the day following his admission to a local hospital in the Mainland for stroke. During its claims investigation, the insurer discovered that the insured had a medical history of hypertension for years. However, such information had not been disclosed in the life insurance application form which was signed by the insured one year prior to his death.

受保人因中風入住內地的醫院，翌日離世。保險公司在調查索償個案期間發現受保人患有高血壓多年，但受保人於離世前一年所投保的壽險申請書中，並沒有披露此等資料。

*Essence of Complaint: Material Fact -
Underwriting Decision*

Type of Insurance: Life

投訴爭議點：重要事實 – 核保決定
保險類別：人壽

個案
Case 13



Case Review 個案分析

Findings of the Complaints Panel

The Complaints Panel learnt from the record of the local hospital that the cause of the insured's death was left cerebral vascular accident. He had experienced hypertension for several years and the recorded blood pressure at that time was 178/81mmHg.

The Complaints Panel was also aware that the insured had been admitted to another local hospital in the Mainland due to collapse three months after the policy was taken out. According to the discharge summary, he had history of hypertension and the recorded blood pressure at that time was 170/110mmHg. He was later transferred to a government hospital in Hong Kong for further management. According to the medical report of the government hospital, the insured has past history of hypertension and had been taking self medications to control his hypertension. No regular medical follow up was recorded.

The complainant (son of the insured) denied that the insured had hypertension and had taken any anti-hypertension medicine and claimed that the insured had never sought medical treatment for hypertension before. Furthermore, the government hospital clarified that there was no information available on how long the insured had hypertension.

The Complaints Panel noted that all the hospitals which the insured had attended in the Mainland and Hong Kong had recorded at different times that he had history of hypertension. Although there was no definite onset date of his hypertension, the Complaints Panel, being mindful of the relatively short period (only three months) between the policy effective date and the insured's first hospital admission, was inclined to believe that his hypertension should have existed prior to policy application.

Ruling of the Complaints Panel

Given that the insured had failed to disclose his history of hypertension in the application form and that such history was material which would have affected the underwriting decision of the insurer, the Complaints Panel concurred with the insurer's decision to reject the death claim of HK\$770,000 for material non-disclosure.

投訴委員會的調查結果

投訴委員會從當地醫院的紀錄中得悉，受保人的死因是左腦血管中風，而受保人多年來一直患有高血壓，錄得的血壓數值為178/81mmHg。

投訴委員會發現受保人於保單生效後三個月，曾因虛脫到內地另一家醫院求診，出院紀錄顯示受保人患有高血壓，而出院時的血壓數值是170/110mmHg，及後，他入住本港公立醫院接受進一步治療。公立醫院的醫療報告指受保人曾患高血壓。他自行服藥以控制病情，並沒有任何定期覆診的紀錄。

投訴人（即受保人的兒子）否認受保人有高血壓和服食降血壓藥物，之前亦沒有因高血壓而求醫。此外，政府醫院澄清沒有資料可得知受保人何時開始患有高血壓。

投訴委員會發現受保人曾入住的所有內地和香港的醫院，均先後多次錄得受保人有高血壓，雖然沒有確實的首次發病日期，但投訴委員會留意到保單生效日至受保人首次入院只相隔短短三個月，故此，傾向相信受保人於申請保單之前，已經患有高血壓。

投訴委員會的裁決

由於受保人沒有在投保申請書上披露患有高血壓的病歷，而該等資料對於保險公司的核保決定有重要的影響，故投訴委員會同意保險公司以沒有披露事實為理由，拒絕賠償的決定，涉及金額770,000港元。

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.

If in doubt as to whether a fact is material, it is better to disclose it.

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，因為沒有披露的事實，足以影響保險公司作出公平及準確的核保決定。

投保人即使對某些事實是否重要存疑，最好還是加以披露。



Case Review 個案分析

BREACH OF POLICY CONDITIONS 違反保單條件

個案
Case 14

The Complaint 投訴內容

The insured lost her bag containing a camera, a diamond ring, a wallet and HK\$12,000 cash while she was having a trip with her family in Thailand. Her claim for loss of personal baggage and personal effects was rejected by the insurer on the basis that she had breached the policy condition which requires the insured to take proper care for the safety of his/her accompanied personal belongings and not to leave them unattended in a public place.

受保人與家人於泰國旅行期間，遺失旅行袋，內有相機、鑽石指環、錢包及12,000港元現金。保險公司拒絕她就行李及個人物品遺失而提出的索償，原因是她違反了保單條件，有關條款要求受保人必須小心看管隨身財物，以及不可把隨身物品放置在公眾地方而不加看管。

Essence of Complaint: Failure to Take Reasonable Care to Safeguard Properties

Type of Insurance: Travel

投訴爭議點：沒有小心看管財物

保險類別：旅遊

Findings of the Complaints Panel

According to the insured's description, the incident happened near sunset. While her husband was playing with her daughter at the seashore, she sat on a rock nearby and put her bag on her side. After having rested for a while, she walked towards the seashore to join them, leaving her bag on the rock. In less than 30 seconds, she discovered that her bag was stolen by two strangers. Her husband immediately chased after the strangers but in vain.

Although the insured emphasized that the rock was only at a distance of about 10 steps away and she had always paid attention to the bag, the Complaints Panel was of the view that she had not taken reasonable care to safeguard her personal belongings. The loss happened after twilight when properties being left in a public area were more vulnerable to the risk of pilferage. The Complaints Panel believed that as a matter of prudence, a reasonable person in similar circumstances as the case of the insured should have taken the bag with her when leaving the rock, in particular as there were valuable items inside the bag.

Ruling of the Complaints Panel

Since the insured had failed to take reasonable efforts to protect her properties at the material time and had left the properties unattended in public place, the Complaints Panel agreed with the insurer to decline her claim for the lost properties.

投訴委員會的調查結果

據受保人所述，事發於黃昏時分，當時她坐在海邊附近的大石上，看著丈夫與女兒在海邊嬉戲，旅行袋則放在身旁。稍事休息後，她走近海邊會合丈夫及女兒，旅行袋則留在石上，還不及30秒，受保人已發現她的旅行袋被兩名陌生人偷去。儘管她的丈夫立即追捕賊人，但最後還是無功而還。

雖然受保人強調大石與海邊只是十多步之隔，而她亦一直看管著旅行袋，惟投訴委員會認為她並沒有小心看管其個人財物，事件發生於日落時分，放置於公眾地方的財物，較易招人盜竊。投訴委員會相信任何人在類似的情況下，在離開大石時，都會以謹慎起見，把旅行袋隨身攜帶，尤其是旅行袋內放有貴重物品。

投訴委員會的裁決

由於受保人於事發時沒有採取合理的措施，以保障其財物安全，並將個人物品放置於無人看管的公眾地方，投訴委員會因此同意保險公司拒絕賠償的決定。

Message from the Complaints Panel

With any insurance policy, there will inevitably be a list of requirements which apply before the insurers will pay out a claim. Most travel insurance policies contain conditions which require the insured persons to take reasonable care and due precautions to prevent loss or damage to their personal belongings. Properties left unattended in a public place are usually not covered.

投訴委員會的意見

所有保險合約均載有保單條件，受保人必須遵守有關條款，方可獲保險公司發放賠償。大部分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，將財物放於公眾地方而不加以看管，一般均不在受保之列。

The Complaint 投訴內容

The complainant took a taxi home upon return to Hong Kong from the Mainland. He took out from his backpack a small black leather bag containing a mobile phone, a camera and two memory cards (worth over HK\$10,000 in total) and put it aside in order to search for his wallet for paying the taxi fare. After paying the taxi fare, he gathered all his personal belongings and got off the taxi. Unfortunately, the black leather bag was left behind.

There are conditions in the policy requiring the insured person to take due care and precautions for the safeguard and security of his/her properties and to ensure that his/her properties are not left unattended. Since the complainant had breached such policy conditions, the insurer rejected his claim for the lost items.

投訴人從內地返港，在乘的士回家途中，從背包中尋找錢包支付車費時，取出背包內的黑色小皮包，放於一旁，黑皮包內有手提電話、相機及兩張記憶卡，總值超過10,000港元。投訴人於支付車資後，取回所有行李離開，但卻遺下黑皮包於的士內。

保單訂定條款要求受保人必須採取妥善的保護措施，防止財物損失，並須確保受保人不會將個人物品隨便放置，而不加看管。鑑於投訴人違反有關保單條件，故此，保險公司拒絕賠償其損失。

Findings of the Complaints Panel

According to the complainant, he was merely careless or negligent with no intention to leave his bag in the taxi. The dim light in the taxi, the dark colour of his bag and the fact that he was in a hurry made him unaware of leaving behind the bag.

投訴委員會的調查結果

投訴人指出他並非故意把黑皮包留在的士內，這次事件純屬不小心或疏忽所致。由於的士內光線幽暗、皮包的顏色深沉，加上因為趕時間，才會令他在不察覺的情況下遺下皮包。

個案
Case 15

Essence of Complaint: Failure to Take Reasonable Care to Safeguard Properties

Type of Insurance: Travel

投訴爭議點：沒有小心看管財物

保險類別：旅遊



Case Review 個案分析

The Complaints Panel noted that the black leather bag was not left unattended before it was lost. As opposed to leaving the entire backpack in the taxi, the complainant's leaving the black leather bag in the taxi should not be tantamount to failure to take due care and precaution for the safeguard and security of his personal belongings, in particular, when the circumstances and conditions leading to the loss were taken into consideration. Furthermore, the Complaints Panel also considered that the complainant's conduct did not amount to recklessness and the loss was just mere inadvertence.

Ruling of the Complaints Panel

The Complaints Panel was not convinced that the insurer should rely on the subject policy condition to decline the claim. It further ruled that the insurer should pay the complainant's claim under the 'baggage and personal effects' section, with maximum benefit capped at HK\$5,000.

Message from the Complaints Panel

Whilst the Complaints Panel appreciates that the subject 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 ruling based on the circumstances giving rise to the loss from a layman's point of view.

投訴委員會認為黑皮包在遺失前並非無人看管，相對於遺失整個背包於的士內，投訴人只是遺下黑皮包並不同於沒有妥善看管個人財物，尤其是當考慮到導致是次損失的環境及情況。此外，投訴委員會亦同意投訴人的行為並非魯莽不顧後果，有關損失純屬無心之失。

投訴委員會的裁決

投訴委員會並不認同保險公司以有關保單條款拒絕賠償，裁定保險公司應根據「行李及個人財物」保障作出賠償，最高賠償限額為5,000港元。

投訴委員會的意見

投訴委員會理解有關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；故此，投訴委員會在作出裁決時，傾向以普通人的角度，根據損失財物時的實際情況進行定奪。



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 60 to 68, which comprise the balance sheet as at 31 December 2010, and 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 information.

General Committee Members' Responsibility for the Financial Statements

The members of the General Committee of the ICCB are responsible for the preparation of financial statements that give a true and fair presentation in accordance with *Hong Kong Financial Reporting Standards* issued by the Hong Kong Institute of Certified Public Accountants, and the *Hong Kong Companies Ordinance*, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

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.

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 about whether the financial statements are free from material misstatement.

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60至68頁投訴局的財務報表，包括於2010年12月31日的資產負債表、截至該日止年度的全面收益表和累積盈餘變動報表、現金流量表，以及主要會計政策概要及其他附註解釋資料。

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佈的《香港財務報告準則》及香港《公司條例》編製財務報表，以令財務報表作出真實而公平的反映及落實其認為編製財務報表所必要的內部控制，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。

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責或承擔法律責任。

我們已根據香港會計師公會頒佈的《香港審計準則》進行審計。該等準則要求我們遵守道德規範，並規劃及執行審計，以合理確定財務報表是否不存有任何重大錯誤陳述。

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the ICCB's preparation of financial statements that give a true and fair view 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 ICCB's affairs as at 31 December 2010, and of its surplus and cash flows for the year then ended in accordance with *Hong Kong Financial Reporting Standards* and have been properly prepared in accordance with the *Hong Kong Companies Ordinance*.

PricewaterhouseCoopers
Certified Public Accountants
Hong Kong, 23 March 2011

審計涉及執行情序以獲取有關財務報表所載金額及披露資料的審計憑證。所選定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綜合財務報表存有重大錯誤陳述的風險。在評估該等風險時，核數師考慮與該公司編製財務報表以作出真實而公平的反映相關的內部控制，以設計適當的審核程序，但目的並非對公司內部控制的有效性發表意見。審計亦包括評價董事所採用會計政策的合適性及所作出會計估計的合理性，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是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2010年12月31日及截至該日止年度之盈餘和現金流量，並已按照香港《公司條例》妥為編製。

羅兵咸永道會計師事務所
執業會計師
香港，2011年3月23日



Financial Statements 財務報表

Balance Sheet 資產負債表

As at 於 31.12.2010

	Note 附註	2010 HK\$港幣	2009 HK\$港幣
Employment of funds 資金運用			
Assets 資產			
Deferred taxation asset 遞延稅項資產	3	-	5,529
Prepayments and other receivable 預支項目及其他應收項目		20,265	20,900
Cash and cash equivalents 現金及現金等價物	4	1,697,375	1,727,477
		<u>1,717,640</u>	<u>1,753,906</u>
Liabilities 負債			
Subscriptions received in advance 預收會費		1,250,000	1,340,000
Account payable 應付款項		-	9,600
Provision for taxation 稅項撥備		3,535	-
		<u>1,253,535</u>	<u>1,349,600</u>
Net assets 淨資產		<u>464,105</u>	<u>404,306</u>
Funds employed 資金來源			
Accumulated surplus 累積盈餘		<u>464,105</u>	<u>404,306</u>

The notes on pages 63 to 68 are an integral part of these financial statements.
於63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

Allan Yu 余健南
Member 理事

Statement of Comprehensive Income 全面收益表

For the year ended 31.12.2010 止年度

	Note 附註	2010 HK\$港幣	2009 HK\$港幣
Income 收入			
Subscriptions 會費	7	1,784,000	1,780,000
Interest income 利息收入		12	69
Other income 其他收入		-	30
		<u>1,784,012</u>	<u>1,780,099</u>
Expenditure 支出			
Administration fees charged by HKFI 支付保聯的行政支援費用	7	1,536,000	1,512,000
Printing and stationery 印刷及文具支出		77,170	71,905
Liability insurance 責任保險		35,285	36,000
Entertainment 款待費用		4,500	22,580
Web-site fees 網頁費用		5,600	5,600
Sundry expenses 雜項支出		53,844	80,971
Legal Fees 法律費用		-	7,200
		<u>1,712,399</u>	<u>1,736,256</u>
Profit for the year before taxation 本年度除稅前盈利		71,613	43,843
Taxation charge 稅項支銷	5	<u>11,814</u>	<u>7,223</u>
Total profit and comprehensive income 總盈利及綜合收入		<u>59,799</u>	<u>36,620</u>

The notes on pages 63 to 68 are an integral part of these financial statements.
於63至68頁刊載的附註是本財務報表的組成部分。



Financial Statements 財務報表

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

For the year ended 31.12.2010 止年度

	2010 HK\$港幣	2009 HK\$港幣
Accumulated surplus as at 1 January 於1月1日的累積盈餘	404,306	367,686
Surplus for the year 本年度盈餘	59,799	36,620
Accumulated surplus as at 31 December 於12月31日的累積盈餘	<u>464,105</u>	<u>404,306</u>

The notes on pages 63 to 68 are an integral part of these financial statements.
於63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 31.12.2010 止年度

	Note 附註	2010 HK\$港幣	2009 HK\$港幣
Surplus for the year before taxation 本年度除稅前盈餘		71,613	43,843
Interest income 利息收入		(12)	(69)
Decrease in prepayments 預付款項減少		635	-
(Increase)/decrease in accounts payable 應付賬款之(增加)/減少		(9,600)	6,020
(Increase)/decrease in subscription fees received in advance 預收會費(增加)/減少		(90,000)	202,000
Net cash (outflow) / inflow from operating activities 營運活動所得現金(流出)/流入淨額		(27,364)	251,794
Hong Kong profit tax prepaid 已付香港利得稅		(2,750)	-
		(30,114)	251,794
Cash flows from investing activities 投資活動的現金流量			
Interest received 利息收入		12	69
Net cash generated from investing activities 投資活動產生之現金淨額		12	69
Net (decrease) / increase in cash and cash equivalents 現金及現金等價物的(減少)/增加淨額		(30,102)	251,863
Cash and cash equivalents at beginning of the year 年初之現金及現金等價物		1,727,477	1,475,614
Cash and cash equivalents at end of the year 年終之現金及現金等價物	4	<u>1,697,375</u>	<u>1,727,477</u>

The notes on pages 63 to 68 are an integral part of these financial statements.
於63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 23 March 2011.

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 *Hong Kong Financial Reporting Standards* (HKFRS). The financial statements have been prepared under the historical cost convention.

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) Interpretations effective for periods beginning on or after 1 January 2010 but not relevant to the ICCB

The following interpretation to published standards is mandatory for accounting periods beginning on or after 1 January 2010 but is not relevant to the ICCB's operations:

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《組織章程大綱》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2011年3月23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。

編製符合《香港財務報告準則》要求的財務報表需要使用若干關鍵的會計估計。管理層在實施投訴局的會計政策過程中亦須行使其判斷。涉及高度判斷及複雜性的範疇或其假設及估計對該等財務報表有重大影響的範疇。

- (i) 在2010年1月1日生效的解釋，但並不關乎投訴局的。

以下對已公佈準則的詮釋必須在2010年1月1日或之後開始的會計期間採納，但與投訴局的營運無關：



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- HKFRS 1 – First-time adoption of Hong Kong Financial Reporting Standards (amendment)
 - HKFRS 2 – Group cash-settled share-based payment transactions (amendment)
 - HKFRS 5 – Non-current assets held for sale and discontinued operations
 - HKFRS 8 – Operating segments (amendment)
 - HKAS 1 – Presentation of financial statements (amendment)
 - HKAS 7 – Statement of cash flows (amendment)
 - HKAS 17 – Leases (amendment)
 - HKAS 32 – Financial instruments: Presentation (amendment)
 - HKAS 36 – Impairment of assets (amendment)
 - HKAS 39 – Financial instruments: Treating loan prepayment penalties as closely related derivatives
Financial instruments: Cash flow hedge accounting
Financial instruments: Scope exemption for business combination contracts
 - HK(IFRIC) 19 – Extinguishing financial liabilities with equity instruments
- (ii) Interpretations effective for periods beginning on or after 1 January 2011 but not relevant to the ICCB
- The following interpretation to published standards is mandatory for accounting periods on or after 1 January 2011 but is not relevant to the ICCB's operations:
- HKFRS 9 – Financial instruments
 - HKAS 24 – Related party disclosures (amendment)
 - HKAS 32 – Financial instruments: Presentation (amendment)
- 香港財務報告準則第1號 – 首次採納香港財務報告準則 (修訂)
 - 香港財務報告準則第2號 – 集團以現金結算以股份 (修訂) 代支的交易
 - 香港財務報告準則第5號 – 持有待售之非流動資產及終止經營
 - 香港財務報告準則第8號 – 營運分類 (修訂)
 - 香港會計準則第1號 – 財務報表列報 (修訂)
 - 香港會計準則第7號 – 現金流量表 (修訂)
 - 香港會計準則第17號 – 租賃 (修訂)
 - 香港會計準則第32號 – 金融工具列報 (修訂)
 - 香港會計準則第36號 – 資產減值 (修訂)
 - 香港會計準則第39號 – 金融工具：將提前償還貸款罰款視作密切相關之衍生工具
金融工具：現金流對沖會計方法
金融工具：業務合併合約之範圍豁免
 - 香港 (國際財務報告解釋委員會) – 解釋公告第19號 – 以資本工具償清金融負債
- (ii) 由2011年1月1日起生效的解釋，但並不關乎投訴局的運作：
- 對刊列的準則的解釋是為2011年1月1日起的會計年度而設，但並不關乎投訴局的運作：
- 香港會計準則第9號 – 金融工具
 - 香港會計準則第24號 – 關聯方披露 (修訂)
 - 香港會計準則第32號 – 金融工具列報 (修訂)

- HK(IFRIC)14 – Prepayments of a minimum funding requirement (amendments)

(b) Foreign currency translation

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 (functional currency). The financial statements are presented in Hong Kong dollars, which is the ICCB's functional and presentation currency.

(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.

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

(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.

(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.

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.

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

- 香港（國際財務報告解釋委員會）解釋公告第14號 – 最低資金要求之預付款項（修訂）

(b) 外幣兌換

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。

(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。

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) 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、原到期日為三個月或以下的其他短期高流動性投資。

(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。在此，稅項亦分別記入其他全面收益或在權益內直接確認。

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。

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



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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.

Taxation rates enacted or substantively enacted by the balance sheet date are used to determine deferred taxation (2010: 16.5%; 2009: 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.

3 Deferred profits tax

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

Deferred tax assets 遞延稅項資產

As at 1 January 於1月1日

Taxation charged to income statement

於收入報表內支銷之稅項

As at 31 December 於12月31日

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

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。

遞延稅項採用在結算日前已頒布或實質頒布之稅率釐定。(2010年：16.5%；2009年：16.5%)。

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 遞延所得稅

遞延稅項資產賬目之變動如下：

	2010 HK\$港幣	2009 HK\$港幣
As at 1 January 於1月1日	5,529	12,752
Taxation charged to income statement 於收入報表內支銷之稅項	(5,529)	(7,223)
As at 31 December 於12月31日	-	5,529
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	-	5,529

4 Cash and cash equivalents

Cash at bank and in hand 銀行現金及庫存現金

As at 31 December 截至12月31日

4 現金及現金等價物

	2010 HK\$港幣	2009 HK\$港幣
Cash at bank and in hand 銀行現金及庫存現金	1,697,375	1,727,477
As at 31 December 截至12月31日	1,697,375	1,727,477

5 Taxation charged

The amount of current tax charged to the income statement in 2010 is HK\$11,814 (2009: HK\$7,223).

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% (2009:16.5%)
以16.5%稅率計算 (2009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

於收入報表內支銷之稅項為11,814港元 (2009年：7,223港元)。

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應產生之理論稅額的差額如下：

	2010 HK\$港幣	2009 HK\$港幣
Surplus before tax 除稅前盈餘	71,613	43,843
Calculated at a taxation rate of 16.5% (2009:16.5%) 以16.5%稅率計算 (2009年：16.5%)	11,816	7,234
Income not subject to taxation 毋須課稅的收入	(2)	(11)
Taxation charged to income statement 以收入報表內支銷之稅項	<u>11,814</u>	<u>7,223</u>

6 General Committee members' emoluments

During the years ended 31 December 2010 and 2009 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)

6 理事會理事酬金

在2010年及2009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、退休金或補償。

7 關連人士交易

以下為本年度與相關團體進行的交易：

	2010 HK\$港幣	2009 HK\$港幣
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)	1,536,000	1,512,000
Sundry expenses (note ii) 雜項開支 (附註 ii)	<u>50,000</u>	<u>50,000</u>
	<u>1,586,000</u>	<u>1,562,000</u>



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- (i) The Hong Kong Federation of Insurers (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 ICCB received subscriptions amounting to HK\$1,784,000 from its members during the year ended 31 December 2010 (2009: HK\$1,780,000).

- (i) 香港保險業聯會（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。

投訴局於2010年12月31日止年度收悉會員繳交的會費總額為1,784,000 港元（2009年：1,780,000 港元）。



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年報

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Incorporated with limited liability

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