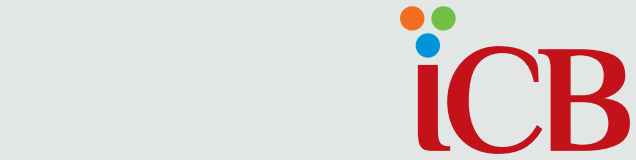

The Insurance Complaints Bureau

保險投訴局

Annual Report
年報

2021-2022

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ICB

Statement of the Chairperson
主席報告

30/04/2021 - 29/04/2022

Dr Pamela Chan Wong Shui, BBS, JP
陳黃穗博士，銅紫荊星章，太平紳士

The Insurance Complaints Bureau (ICB) provides a cost-effective and efficient alternative dispute resolution mechanism for handling insurance disputes arising from personal insurance policies. Our services are free of charge to consumers.

保險投訴局為個人保單合約引致的保險糾紛提供免費、具成本效益及高效率的調解機制。

In 2021, ICB received 512 new complaint cases, which shows a 12% decrease from the 2020 figure, corresponding to the significant decrease in the travel-related complaints. 344 cases were closed in 2021, out of which 82% of claim-related complaints were completed within 6 months as compared to 84% in 2020.

投訴局於 2021 年收到 512 宗新投訴個案，較 2020 年減少 12%，這或與旅遊相關的投訴顯著下降有關。2021 年審結的個案共 344 宗，其中 82% 與索償相關的投訴個案在 6 個月內完成（相比 2020 年的 84%）。

Membership and Board Governance

會員及理事會管治

As at 29 April 2022, ICB had 114 Member Insurers, comprising 104 Full Members and 10 Affiliate Members.

截至 2022 年 4 月 29 日，投訴局共有 114 間會員公司，其中 104 間為基本會員，10 間為附屬會員。

ICB is governed by the General Committee consisting of a non-industry independent Chairperson and 8 committee members, out of which 4 are non-insurance industry related professionals — Dr C K Lo, Mr Herbert H K Tsoi, Mr Paul F Winkelmann and Prof Paul S F Yip — and

投訴局由理事會管治，成員包括非保險業界獨立主席和 8 位理事，當中 4 位為非業界的專業人士 — 盧子健博士、蔡克剛先生、衛皓民先生和葉兆輝教授；其他 4 位為業內專業

4 industry professionals — Mr Eric K K Hui, Mr Mike S C Lee, Mr Edward Moncreiffe and Ms Winnie C S Wong.

人士 — 許金桂先生、李少川先生、文德華先生和黃子遜女士。

Revenue Source

ICB is funded by two sources: 1) a flat annual membership subscription contributed by all Member Insurers and 2) a Case Fee payable by Member Insurers for each complaint case in excess of a prescribed threshold.

We have reviewed the Case Fee structure since it was introduced in 2020. In 2020 and 2021, Case Fee was applied to 9 and 7 Member Insurers respectively. The cases lodged against these Member Insurers accounted for 67.4% and 68.6% of all relevant cases received in the respective years. This coincided with our past data that about 70% of the complaints received were lodged against 10 or less Member Insurers.

The current funding mechanism is viable, fair, simple, and fulfils the "user pays" approach. We will continue to monitor this funding model to ensure that it remains fair and robust.

收入來源

投訴局的營運資金源於兩類收入：1）會員公司繳付的固定年度會費；及 2）會員公司就超出指定數量的每宗個案繳交的個案費。

個案費於 2020 年開始實施，投訴局於年度內進行了檢視：在 2020 年及 2021 年分別向 9 間及 7 間會員公司收取了個案費，這些會員公司的投訴個案分別佔相關年度個案的 67.4% 和 68.6%，與投訴局過去的數據相吻合，即約有 70% 的投訴個案涉及 10 間或更少的會員公司。

目前的收費機制行之有效、公平、簡單，並實現了「用者自付」的方式。我們將持續檢視有關收費模式，確保公平及穩健。

Handling of Complaints

Claim-related complaints are adjudicated under the Insurance Claims Complaints Panel (Complaints Panel), while non-claim related complaints are handled via mediation by the ICB List of Mediators.

Two new measures were implemented during the reporting year to facilitate the handling of complaints.

1) Memorandum of Understanding (MoU) with Insurance Authority (IA)

ICB entered into a MoU with IA on 1 November 2021 to expedite the handling of claims-related disputes. The terms of the MoU are applicable when a complainant submits a complaint to IA disputing the non-payment of a claim, either in part or in whole, under a personal insurance contract. If the complaint is within the terms of reference of ICB and consent is provided by the complainant, IA will refer the complaint to ICB for handling.

The signing of this MoU signifies a mutual commitment between IA and ICB to enhance effectiveness of complaints handling, protecting the interests and legitimate right of policyholders. This is an encouraging recognition of our efforts and contributions to the industry and community over the past decades.

處理投訴

索償相關的投訴會透過保險索償投訴委員會（投訴委員會）以裁決方式處理，而非索償相關的投訴個案則透過投訴局委任的調解員以調解方式處理。

投訴局於本年度落實了兩項新措施，以便處理投訴。

1）與保險業監管局（保監局）簽訂備忘錄

投訴局於 2021 年 11 月 1 日與保監局簽訂了備忘錄，以加快處理索償相關的投訴。備忘錄的條款適用於投訴人不滿個人保險合約下的部分或全部索賠未獲保險公司支付而向保監局提交的投訴，若投訴符合投訴局的職權範圍並獲投訴人同意，保監局會把投訴轉交投訴局處理。

備忘錄標誌着保監局與投訴局共同致力提高處理投訴的效率，保障投保人的利益及合法權利。這同時肯定投訴局過去 30 多年來為業界和社會所付出的努力和貢獻，令人鼓舞。

2) Jurisdiction Limit Raised from HK$1 Million to HK$1.2 Million

ICB maintained a HK$1 million jurisdiction limit since 2016. With the increase in the overall sum insured and benefit coverage over the years, Member Insurers approved the increase of the jurisdiction limit to HK$1.2 million at the General Meeting held on 14 December 2021, effective as of 1 January 2022. The higher limit should benefit more complainants. The jurisdiction limit will be subject to review from time to time to keep abreast of changing market environments.

The Complaints Panel

The five-member Complaints Panel is chaired by non-insurance professional Mr Michael F S Tsui. Two other non-insurance professionals, Ms Vanessa C W Lau and Mr Lars Nielsen, were nominated respectively by Consumer Council and the Hong Kong Institute of Certified Public Accountants. The two industry members, Ms Orchis T L Li and Mr Jonathan C H Yau, were nominated respectively by the Life Insurance Council and the General Insurance Council of the Hong Kong Federation of Insurers (HKFI). The fact that the majority of Members of the Complaints Panel are not from the insurance industry reflects the impartiality and independence of this alternative dispute resolution mechanism. Decisions of the Complaints Panel are binding only on Member Insurers of ICB. Complainants are free to seek legal remedy if they so desire. The legal rights of the complainants, therefore, are not affected by the decisions of the Complaints Panel.

In 2021, ICB processed 297 claim-related complaints, of which 38 cases were heard by the Complaints Panel. Seven cases were ruled in favour of the complainants while the insurers' decisions were upheld in the other 31 cases, with two cases being recommended for *ex-gratia* payment. Together with the 68 cases settled directly through efforts of the Secretariat, the total settlement amount was around HKD7.53 million.

Honorary Secretaries

Honorary Secretary plays a pivotal role in the claim-related complaints adjudication process. They review complaint cases and provide expert and professional opinions for reference of the Complaints Panel. For each claim-related complaints that goes to the Complaints Panel, professional opinions of 3 Honorary Secretaries have to be sought beforehand. The Complaints Panel values the views of the Honorary Secretaries and will take them into account when adjudicating the cases.

2) 個案可裁決上限由 100 萬港元上調至 120 萬港元

投訴局可裁決的賠償限額自 2016 年起一直維持在 100 萬港元。隨着整體投保額及保障範圍的增加，會員公司在 2021 年 12 月 14 日舉行的會員大會上通過於 2022 年 1 月 1 日起將可裁定的賠償限額提高至 120 萬港元。上調限額將令更多投保人士受惠，我們會不時檢視有關裁決上限，務求切合不斷變化的市場環境，與時並進。

投訴委員會

投訴委員會由 5 位委員組成，主席為非保險業界專業人士徐福燊先生，兩位非業界的專業人士分別為消費者委員會的代表劉子芸女士和香港會計師公會的代表倪納思先生；兩位業界委員分別為香港保險業聯會（保聯）屬下壽險總會的代表李紫蘭女士和保聯屬下一般保險總會的代表丘振雄先生。投訴委員會大多數委員並非來自保險業界，充分顯示這個以非訴訟方式排解糾紛的機制不偏不倚、獨立自主。投訴委員會的裁決只對投訴局會員公司具約束力，投訴人如不滿有關裁決，可自行訴諸法律途徑，投訴委員會的裁決並不會影響他們的法律權益。

在 2021 年，投訴局共審結了 297 宗與索償相關的投訴個案，當中 38 宗交由投訴委員會審理，投訴委員會裁定 7 宗個案的投訴人得直，其餘 31 宗則認同保險公司的決定，並就其中兩宗個案建議保險公司通融處理。連同經由投訴局秘書處調停達成和解的 68 宗個案，總賠償金額約 753 萬港元。

名譽顧問

名譽顧問在索償相關投訴的裁決過程中扮演關鍵角色。名譽顧問的職責是審閱索償相關的投訴個案，提供專家及專業意見予投訴委員會參考。每宗個案提交至投訴委員會審議之前，會先尋求 3 位名譽顧問的專業意見。投訴委員會重視名譽顧問的意見，在作出裁決時充分考慮他們的見解。

To date, ICB has 46 Honorary Secretaries (26 from the general business and 20 from the life business).

To help ensure the smooth operation of ICB and to ease workload of serving Honorary Secretaries, I would like to appeal to all Authorised Representatives of Full Member Insurers to nominate more insurance experts to join the team of Honorary Secretaries. We also welcome industry professionals who have relevant knowledge to volunteer and contribute to this meaningful cause.

ICB List of Mediators

ICB launched the mediation service in July 2018 to handle non-claim related insurance disputes. Currently, there are 23 mediators on the ICB List of Mediators for the provision of mediation service.

Last year, ICB participated in the "Mediate First Pledge" campaign organized by the Department of Justice and received the Star Logo Award 2021. We are committed to support the use of mediation as a means to resolve insurance disputes.

Enhance Public Understanding

ICB Connect

We published the first issue of "ICB Connect" in November 2021 — an online publication sharing the latest updates of ICB, with snapshot of statistical figures. It also highlights the latest complaint trends and emerging topical issues.

We believe that "ICB Connect" can deliver positive messages and essential information to both the insurance industry and consumers on insurance disputes from different perspectives.

ICB website

We have kept tracking of the traffic to the ICB website and noted that a visible increase in the number of visits, hits or bandwidth whenever specific events were being held. The Case Library, which was first launched in October 2020 with a search function for different kinds of cases, has attracted frequent visits by users. The Case Library will be updated periodically with new cases deliberated by the Complaints Panel every year and is a good reference for both the insurers and the general public to better understand the rationale behind a decision.

投訴局現時有 46 位名譽顧問，當中 26 位從事一般保險業務及 20 位專責人壽保險業務。

為確保投訴局運作順利及減輕名譽顧問的工作量，謹藉此機會，呼籲所有基本會員公司的授權代表推薦更多具備保險知識的專家加入名譽顧問的行列。我們亦歡迎具有相關知識的業內專業人士，義務參與名譽顧問這項具意義的工作。

投訴局《調解員名錄》

投訴局於 2018 年 7 月推出調解服務，處理非索償相關的保險糾紛。現時，投訴局《調解員名錄》上有 23 位調解員提供調解服務。

去年，投訴局參與了由律政司舉辦的「調解為先」承諾活動，並獲頒 2021 年星徽獎項。我們致力支持以調解方式解決保險糾紛。

提高公眾對投訴局的了解

《ICB Connect》通訊

我們於 2021 年 11 月出版了第一期《ICB Connect》通訊，是份在綫刊物載列投訴局最新消息和有統計數據，並探討近期的投訴趨勢和新興的熱點話題。

我們相信《ICB Connect》通訊可以從不同角度向保險業界及消費者傳遞關於保險糾紛的正面訊息和重要提示。

投訴局網站

我們經常分析投訴局網站的流量，留意到每當有特定活動舉辦時，網站的訪客量、點擊量或帶寬都有顯著增加。「審結個案資料庫」於 2020 年 10 月首度在網站內推出，它具備各類個案的搜索功能，吸引了用戶頻繁瀏覽。「審結個案資料庫」會定期更新，加入投訴委員會每年審議的新個案，讓保險公司及投保大眾加深了解裁決背後的理據。

Acknowledgement

On behalf of the ICB General Committee, I would like to convey our sincere thanks to the Complaints Panel Chairman Mr Michael F S Tsui and its Members for their tireless endeavours and remarkable contributions during the year.

Our gratitude also goes to all Honorary Secretaries who have volunteered their time and expertise so generously in support of our work. Likewise, I would also like to thank all mediators on the ICB List of Mediators for their kind support.

ICB would not have been able to accomplish its missions and tasks so smoothly without the wise counsel of my fellow General Committee Members.

Last but not the least, I wish to thank all Member Insurers for their sturdy support and co-operation, and the ICB Secretariat and staff of the HKFI for their dedication and hard work during the year.

Wishing you all good health and safe keeping from coronavirus!

Dr Chan Wong Shui, Pamela, BBS, JP
Chairperson
29 April 2022

鳴謝

謹代表理事會仝仁向投訴委員會主席徐福燊先生及各委員致意，感謝他們過去一年不懈努力審理投訴和卓越的貢獻。

謹此向所有名譽顧問致謝，感謝他們慷慨地貢獻寶貴的時間及專業知識，支持投訴局的工作。同時，亦感謝投訴局《調解員名錄》上的所有調解員對投訴局工作的支持。

衷心感謝投訴局理事會理事，沒有他們明智的指導，投訴局不可能如此順利地履行其職責及任務。

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

衷心祝願各位身體健康，遠離病毒。

主席

陳黃穗博士，銅紫荊星章，太平紳士
2022 年 4 月 29 日

ICB received the Star Logo Award 2021 from the Department of Justice
保險投訴局獲律政司頒授 2021 年星徽獎項

ICB Annual General Meeting on 29 April 2022
保險投訴局 2022 年 4 月 29 日的週年會員大會

List of Office-bearers
理事、委員、調解員及名譽顧問名錄

30/04/2021- 29/04/2022

General Committee
理事會

Chairperson 主席

Dr Pamela Chan Wong Shui, BBS, JP
陳黃穗博士，銅紫荊星章，太平紳士

Non-Industry Members 非業界理事

Dr C K Lo, JP
盧子健博士，太平紳士

Mr Herbert H K Tsoi, BBS, JP
蔡克剛先生，
銅紫荊星章，太平紳士

Mr Paul F Winkelmann
衛皓民先生

Prof Paul S F Yip, MH
葉兆輝教授，榮譽勳章

Industry Members 業界理事

Mr Eric K K Hui
許金桂先生

Mr Mike S C Lee
李少川先生

Mr Edward Moncreiffe
文德華先生

Ms Winnie C S Wong, JP
黃子遜女士，太平紳士

List of Office-bearers
理事、委員、調解員及名譽顧問名錄

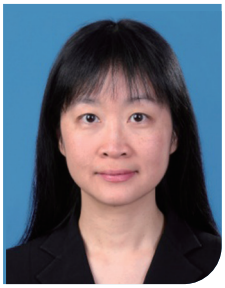
The Insurance Claims Complaints Panel
保險索償投訴委員會

Chairman 主席

Mr Michael F S Tsui, MH
Barrister-at-law
徐福燊先生，榮譽勳章
大律師

Members 委員

Ms Vanessa C W Lau
Consumer Council
劉子芸女士
消費者委員會



Ms Orchis T L Li
Life Insurance Council of the HKFI
李紫蘭女士
保聯壽險總會

Mr Lars Nielsen
Hong Kong Institute of Certified Public Accountants
倪鈉思先生
香港會計師公會

Mr Jonathan C H Yau
General Insurance Council of the HKFI
丘振雄先生
保聯一般保險總會

Mediators
調解員

Mr Kevin Bowers	Kevin Bowers 先生	Mr Peter K T Chung	鍾錦棠先生
Mr B W Chan, SBS, JP	陳炳煥先生，銀紫荊星章，太平紳士	Mr C C Ho	何志聰先生
		Mr William C Y Kong	江仲有先生
Mr H C Chan	陳希政先生	Mr Jacky T K Lai	黎子健先生
Mr Danny K K Chan	陳健強先生	Mr Y S Lai	黎潤生先生
Mr Paul K L Chan	陳健樂先生	Ms Y Y Lai	黎潤儀女士
Mr Vod K S Chan	陳家成先生	Ms Amy W Y Lam	林慧儀女士
Ms Teresa M H Chan	陳美卿女士	Mr W W Lau	劉偉華先生
Mr W S Chan	陳偉升先生	Dr H M Leung	梁海明博士
Mr Harrison C H Cheung	張志雄先生	Ms S C Leung	梁淑莊女士
Mr Arthur C W Cheung	張祖維先生	Mr S K Li	李錫強先生
Dr K C Cheung	張錦泉博士	Mr S M Yeung	楊世文先生

List of Office-bearers
理事、委員、調解員及名譽顧問名錄

Honorary Secretaries

Ms Candy P L Au Yeung
Mr C K Chan
Mr P L Chan
Ms Carmen K M Chau
Mr Z N Chen
Ms Vivian L C Choi
Mr Andrew Y M Chow
Mr Stephen Chu
Mr Praveen M Daswani
Ms Hazel Etherington
Mr H M Fong
Ms Fanny W M Fung
Mr Damien A Green
Mr Z X Guo
Mr Franz J Hahn
Mr Eric K K Hui
Mr Charles T C Hung
Mr Chris K K Ip
Ms Kamini Kanagalingam
Ms Julia Kwan
Mr Gary Kwok
Mr Y M Lai
Mr Dominic W K Lam, MH
Ms Lydia Y L Lee
Ms Margie L M Lee
Mr W S Leung
Mr S K Li
Mr Sam D S Lim
Mr Danny W L Ma

名譽顧問

歐陽佩玲女士
陳智高先生
陳沛良先生
周家敏女士
陳照男先生
蔡靈芝女士
周耀明先生
朱向明先生
戴宏年先生
Hazel Etherington 女士
方向明先生
馮詠敏女士
Damien A Green 先生
郭振雄先生
Franz J Hahn 先生
許金桂先生
孔德秋先生
葉家駒先生
Kamini Kanagalingam 女士
關靜嫻女士
郭暉先生
賴遠文先生 （Resigned on 13/9/2021 退任）
林偉權先生，榮譽勳章
李英楠女士
李麗明女士
梁偉深先生
李相健先生
林德軒先生
馬惠良先生

List of Office-bearers
理事、委員、調解員及名譽顧問名錄

Ms C Y Ng	吳靜儀女士	
Mr Ronnie W F Ng	伍榮發先生	
Mr Cillin O'Flynn	Cillin O'Flynn 先生	
Ms Maria W Y Pang	彭詠儀女士	
Mr Ivan K W Tam	譚國榮先生	
Mr Clement H C Tang	鄧漢宗先生	
Ms Candice Y M Tang	鄧苑明女士	
Ms Margaret K C Tsang	曾潔聰女士	
Ms Noel K Y Tsang	曾菊英女士	(Resigned on 7/1/2022 退任)
Mr Vincent V C Tso	曹宏昌先生	
Mr Benny C I Tsoi	蔡川艾先生	(Resigned on 5/5/2021 退任)
Mr Patrick C T Wan	尹志德先生	
Ms Connie Y P Wong	王劉玉屏女士	(Resigned on 1/11/2021 退任)
Ms Kelly Y H Wong	黃苑桁女士	
Ms Winnie C S Wong, JP	黃子遜女士，太平紳士	
Mr K K Yau	邱家騏先生	
Ms Shirley S M Yau	邱少媚女士	
Mr Thomson W W Yeung	楊永華先生	
Mr Thomas W L Yim	嚴維樂先生	
Mr Allan K N Yu	余健南先生	
Ms Connie M Y Yuen	袁美艷女士	

Members List
會員名錄

29/04/2022

Full Members

ABCI Insurance Co Ltd	農銀國際保險有限公司
Aetna Insurance (Hong Kong) Ltd	美國安泰保險（香港）有限公司
AIA Everest life Co Ltd	友邦雋峰人壽有限公司
AIA International Ltd	友邦保險（國際）有限公司
AIG Insurance Hong Kong Ltd	美亞保險香港有限公司
Allianz Global Corporate & Specialty SE, Hong Kong Branch	安聯環球企業及專項保險 - 香港分公司
Allied World Assurance Co Ltd	世聯保險有限公司
Asia Insurance Co Ltd	亞洲保險有限公司
Asia Pacific Property and Casualty Insurance Co Ltd, Hong Kong Branch	亞太財產保險有限公司香港分公司
Assicurazioni Generali S.p.A.	忠意保險有限公司
Avo Insurance Co Ltd	安我保險有限公司
AXA China Region Insurance Co (Bermuda) Ltd	安盛保險（百慕達）有限公司
AXA General Insurance Hong Kong Ltd	安盛保險有限公司
Bank of China Group Insurance Co Ltd	中銀集團保險有限公司
Berkley Insurance Co	Berkley Insurance Co
Berkshire Hathaway Specialty Insurance Co	Berkshire Hathaway Specialty Insurance Co
Blue Cross (Asia-Pacific) Insurance Ltd	藍十字（亞太）保險有限公司

Members List
會員名錄

Blue Insurance Ltd	微藍保險有限公司
BOC Group Life Assurance Co Ltd	中銀集團人壽保險有限公司
Bowtie Life Insurance Co Ltd	保泰人壽保險有限公司
Bupa (Asia) Ltd	保柏（亞洲）有限公司
California Insurance Co Ltd	加洲保險有限公司
The Canada Life Assurance Co	The Canada Life Assurance Co
Chevalier Insurance Co Ltd	其士保險有限公司
China BOCOM Insurance Co Ltd	中國交銀保險有限公司
China Life Insurance (Overseas) Co Ltd	中國人壽保險（海外）股份有限公司
China Merchants Insurance Co Ltd	招商局保險有限公司
China Overseas Insurance Ltd	中國海外保險有限公司
China Pacific Insurance Co (Hong Kong) Ltd	中國太平洋保險（香港）有限公司
China Pacific Life Insurance (Hong Kong) Co Ltd	中國太平洋人壽保險（香港）有限公司
China Ping An Insurance (Hong Kong) Co Ltd	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
China Taiping Life Insurance (Hong Kong) Co Ltd	中國太平人壽保險（香港）有限公司
Chong Hing Insurance Co Ltd	創興保險有限公司
Chubb Insurance Hong Kong Ltd	安達保險香港有限公司
Chubb Life Insurance Co Ltd	安達人壽保險有限公司
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
CMB Wing Lung Insurance Co Ltd	招商永隆保險有限公司
Concord Insurance Co Ltd	合群保險有限公司
Dah Sing Insurance Co (1976) Ltd	大新保險 (1976) 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

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
FTLife Insurance Co Ltd	富通保險有限公司
Fubon Life Insurance (Hong Kong) Co Ltd	富邦人壽保險（香港）有限公司
FWD General Insurance Co Ltd	富衛保險有限公司
FWD Life Assurance Co (Hong Kong) Ltd	富衛人壽保險（香港）有限公司
FWD Life (Hong Kong) Ltd	富衛人壽（香港）有限公司
FWD Life Insurance Co (Bermuda) Ltd	富衛人壽保險（百慕達）有限公司
GAN Assurances	GAN Assurances
Generali Life (Hong Kong) Ltd	忠意人壽（香港）有限公司
Hang Seng Insurance Co Ltd	恒生保險有限公司
Heng An Standard Life (Asia) Ltd	恒安標準人壽保險（亞洲）有限公司
HDI – Global SE	HDI – Global SE
HKMC Annuity Ltd	香港年金有限公司
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 Life (International) Ltd	匯豐人壽保險（國際）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
Min Xin Insurance Co Ltd	閩信保險有限公司
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
OneDegree Hong Kong Ltd	OneDegree Hong Kong Ltd
The Pacific Insurance Co Ltd	太平洋保險有限公司
Paofoong 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
Prudential General Insurance Hong Kong Ltd	保誠財險有限公司
Prudential Hong Kong Ltd	保誠保險有限公司
QBE General Insurance (Hong Kong) Ltd	昆士蘭保險（香港）有限公司
QBE Hongkong & Shanghai Insurance Ltd	昆士蘭聯保保險有限公司
Quilter International Isle of Man Ltd	Quilter International Isle of Man Ltd
RL360 Insurance Co Ltd	RL360 Insurance Co Ltd
RL360 Life Insurance Co Ltd	RL360 Life Insurance Co Ltd
Scottish Widows Ltd	Scottish Widows Ltd
The Sincere Insurance and Investment Co Ltd	先施保險置業有限公司
Sompo Insurance (Hong Kong) Co Ltd	日本財產保險（香港）有限公司
St. James's Place International (Hong Kong) Ltd	St. James's Place International (Hong Kong) Ltd
Starr International Insurance (Asia) Ltd	Starr International Insurance (Asia) Ltd
Sun Hung Kai Properties Insurance Ltd	新鴻基地產保險有限公司
Sun Life Hong Kong Ltd	香港永明金融有限公司
Swiss Re International SE, Hong Kong Branch	Swiss Re International SE, Hong Kong Branch
Tahoe Life Insurance Co Ltd	泰禾人壽保險有限公司
Target Insurance Co Ltd	泰加保險有限公司
The Tokio Marine & Fire Insurance Co (Hong Kong) Ltd	東京海上火災保險（香港）有限公司
Transamerica Life (Bermuda) Ltd	全美人壽百慕達
Trinity General Insurance Co Ltd	三聯保險有限公司
Tugu Insurance Co Ltd	德高保險有限公司
United Builders Insurance Co Ltd	建安保險有限公司

Utmost Worldwide Ltd, Hong Kong Branch	Utmost Worldwide Ltd, Hong Kong Branch
Well Link General Insurance Co Ltd	立橋保險有限公司
Well Link Life Insurance Co Ltd	立橋人壽保險有限公司
XL Insurance Co SE	XL Insurance Co SE
YF Life Insurance International Ltd	萬通保險國際有限公司
ZA Life Ltd	眾安人壽有限公司
Zurich Insurance Co Ltd	蘇黎世保險有限公司
Zurich International Life Ltd	Zurich International Life Ltd
Zurich Life Insurance (Hong Kong) Ltd	蘇黎世人壽保險（香港）有限公司

Affiliate Members

附屬會員

AIA Co Ltd	友邦保險有限公司
AXA China Region Insurance Co Ltd	安盛金融有限公司
AXA Life Insurance Co Ltd	安盛人壽保險有限公司
AXA Wealth Management (Hong Kong) Ltd	安盛財富管理（香港）有限公司
Canada Life Ltd	Canada Life Ltd
The Manufacturers Life Insurance Co	The Manufacturers Life Insurance Co
The Pacific Life Assurance Co Ltd	太平洋人壽保險有限公司
The Sincere Life Assurance Co Ltd	先施人壽保險有限公司
Zurich Assurance Ltd	蘇黎世人壽
Zurich Life Insurance Co Ltd	蘇黎世人壽保險有限公司

Terms of Reference & Processing of Complaints
職權範圍及處理投訴個案之流程

Terms of Reference

1. The complaint is of a monetary nature.
2. The claim amount/monetary value of the complaints does not exceed HK$1,200,000*.
3. The insurer concerned is a Member of ICB.
4. The policy concerned is a personal insurance contract.
5. The complaint is filed by a policyholder, a policy beneficiary, an insured person or a rightful claimant.
6. The insurer concerned has made its final decision on the claim/dispute.
7. The complaint is filed with ICB within six months from the day of notification by the insurer of its final decision.
8. The complaint in question does not arise from industrial, commercial or third party insurance.
9. The complaint is not subject to legal proceedings or arbitration.

For Non-claim related complaints:

10. The complaint is not about quality of service or an underwriting decision of an insurer.
11. The complaint is not related to investment performance, level of a fee, premium, charge or interest rate unless the dispute concerns an alleged non-disclosure, misrepresentation, incorrect application, negligence, breach of any legal obligation or duty or maladministration on the part of an insurer.

* *If an insured holds multiple policies, the aggregate amount of the individual claims involved should not exceed HK$1,200,000 should the causes of the claim rejection 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$1,200,000.*

職權範圍

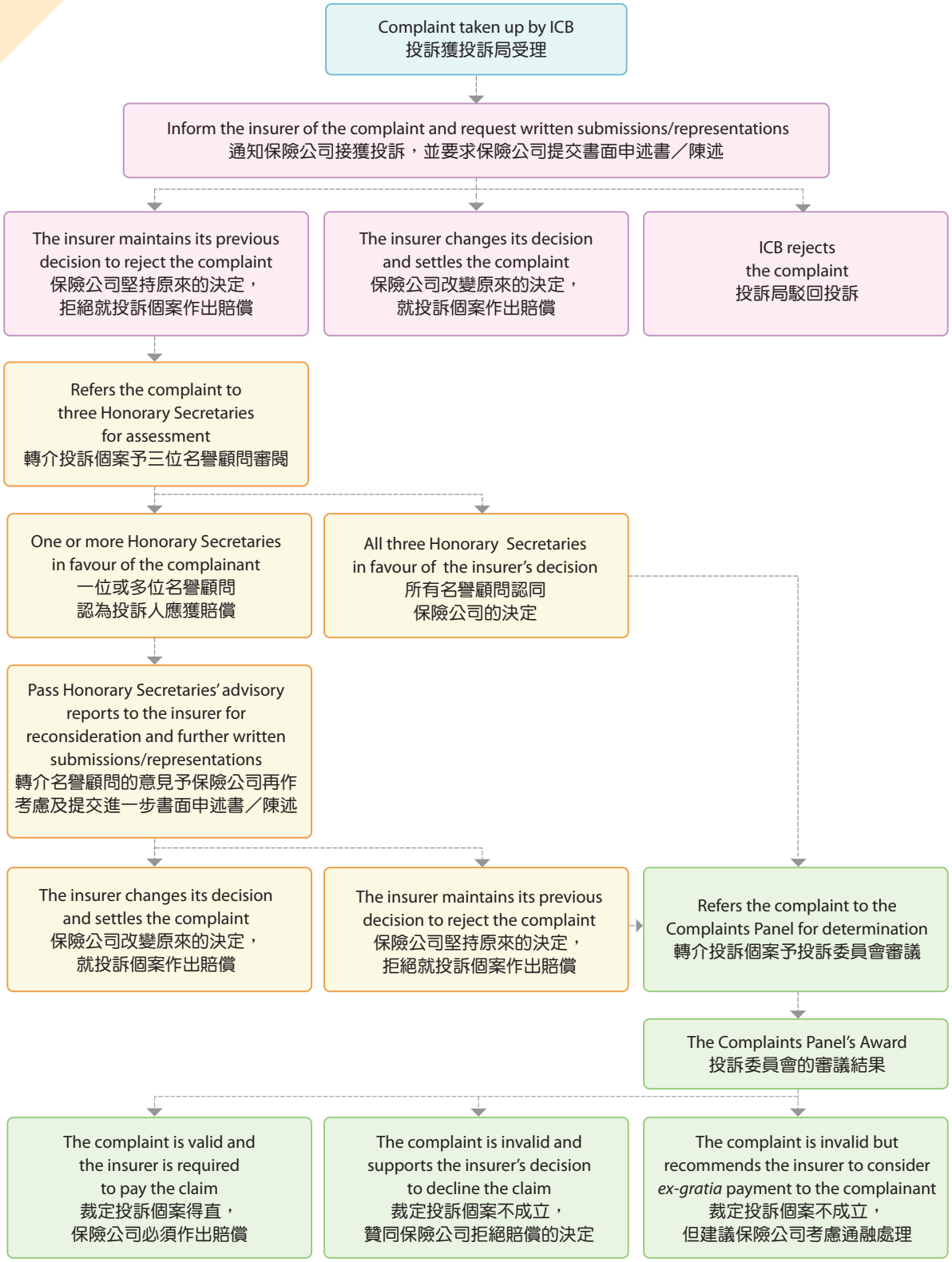
1. 投訴個案屬金錢性質。
2. 投訴個案的索償金額／爭議金額不超過120 萬港元＊。
3. 涉案保險公司屬投訴局會員。
4. 涉案保單為個人保險合約。
5. 投訴人必須為保單持有人、保單受益人、受保人或合法索償人。
6. 涉案保險公司已對索償／爭議作出最終決定。
7. 投訴人必須於接獲保險公司發出的最終決定的六個月內，向投訴局作出書面投訴。
8. 投訴個案不涉及工業、商業或第三者保險。
9. 投訴個案並非正在進行法律程序或仲裁。

非索償相關的投訴個案：

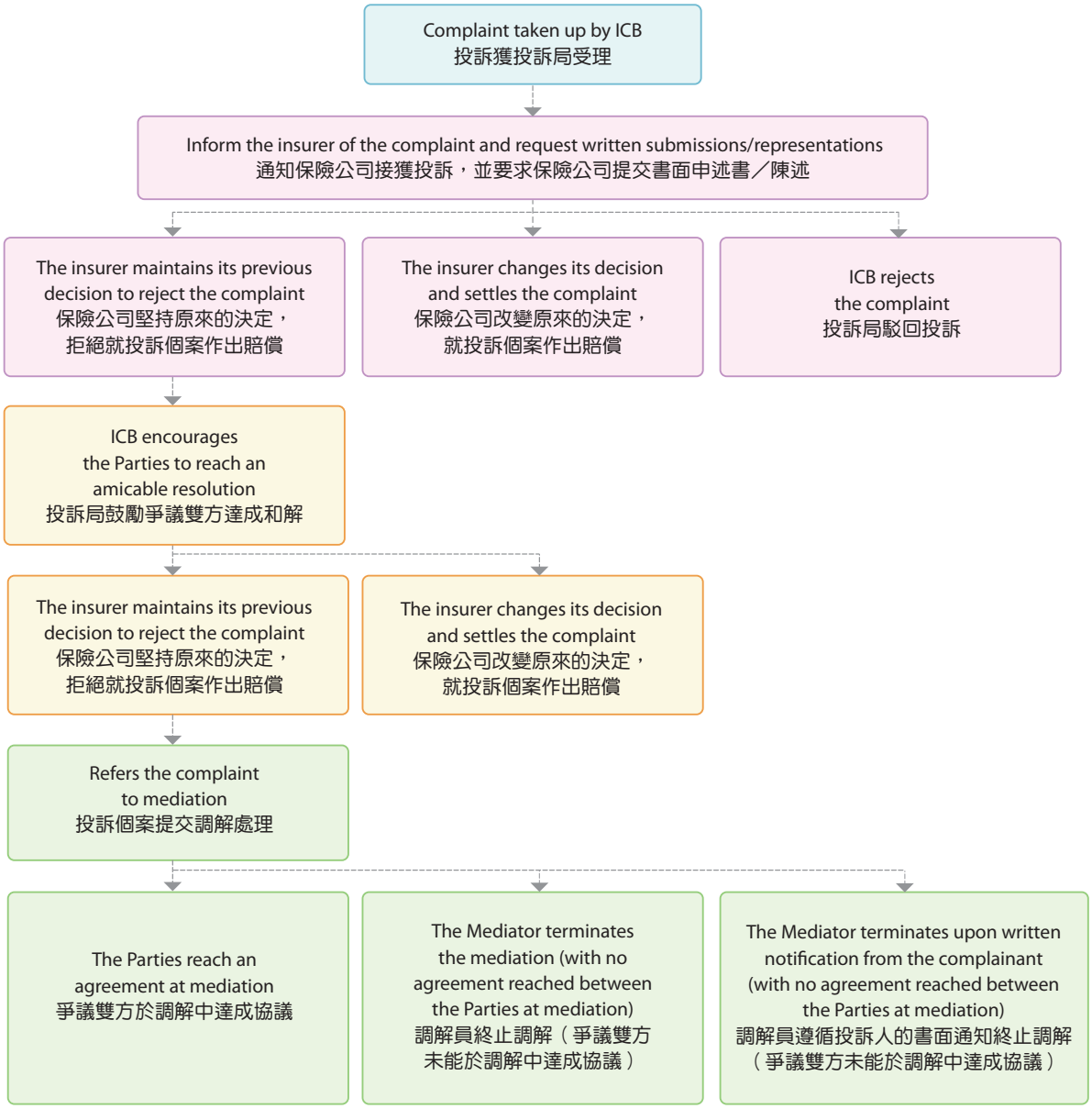
10. 投訴個案與保險公司的服務水平或核保決定無關。
11. 投訴個案並非關乎投資表現、費用水平、保費、收費或利率，但指稱涉及隱瞞、失實陳述、不正確施行、疏忽、違反任何法律責任或職責；或涉案的保險公司一方在行政上出錯除外。

* *如被保人持有多份保單，而被拒絕賠償的原因相同或類同，則索償總額以不超過 120 萬港元為限；如索償涉及長期和定期賠償，則五年合計的索償總額不得超過 120 萬港元。*

Processing of Claim-related Complaints Flow Chart
處理索償相關的投訴個案之流程圖



Processing of Non-claim related Complaints Flow Chart
處理非索償相關的投訴個案之流程圖



Remarks: These flow charts are summaries of the complaints handling procedures and are for reference only. For details, please refer to the Terms of Reference of ICB.

備註： 有關流程圖簡述處理投訴個案的步驟，僅作參考。詳情請參閱投訴局的《職權範圍》。

Statistics
統計數字
01/01/2021 - 31/12/2021

In 2021, ICB handled altogether 607 cases, of which 512 were new cases (about 12% decrease compared with 583 in 2020) and 95 cases were brought forward from 2020. Out of these 607 cases, 175 were dismissed because they did not fall within the terms of reference of ICB. Of the remaining 432 cases, 344 cases were closed whilst the balance of 88 cases were carried forward to 2022.

ICB handles both claim and non-claim related disputes of monetary nature. Table 1 below provides a summary of complaints handled by ICB over the past five years.

投訴局於 2021 年共處理了 607 宗投訴個案，其中 512 宗屬新接獲的個案，比 2020 年的 583 宗下跌約 12%，而 95 宗則是 2020 年度尚未審結的個案。在 607 宗已處理的投訴個案中，有 175 宗超出投訴局的職權範圍，至於其餘 432 宗受理個案中，有 344 宗已經審結，餘下的 88 宗尚未結案，須留待 2022 年處理。

投訴局處理索償與非索償相關的投訴，性質需涉及金錢糾紛。投訴局於過去五年處理的投訴個案概覽詳見下圖表一。

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

Table 1 表一

	2017	2018*	2019	2020	2021
		Total (Claim/Non-Claim) 總數（索償 / 非索償）			
Cases brought forward 承接上年度尚未審結的個案	120	148 (148/0)	127 (112/15)	92 (86/6)	95 (86/9)
Cases received 新接獲的個案	662	598 (535/63)	622 (455/167)	583 (444/139)	512 (402/110)
Cases handled 已處理的個案	782	746 (683/63)	749 (567/182)	675 (530/145)	607 (488/119)
Outside Terms of Reference 超逾職權範圍的個案	223	201 (157/44)	233 (120/113)	184 (95/89)	175 (105/70)
Cases closed 審結的個案	411	418 (414/4)	424 (361/63)	396 (349/47)	344 (297/47)
Cases carried forward 留待來年處理的個案	148	127 (112/15)	92 (86/6)	95 (86/9)	88 (86/2)

* ICB handles non-claim related complaints starting from 16 July 2018.
投訴局於 2018 年 7 月 16 日起處理非索償相關的投訴。

Claim-related Complaints

The 297 claim-related cases closed were related to the application of policy terms, non-disclosure, excluded items, amount of indemnity and breach of policy conditions (see Figures 1 and 2). And hospitalization/medical and life/critical illness policies constituted the two largest groups of claim disputes in 2021 (see Figures 3 and 4).

Amongst the 297 claim-related cases closed, 68 were mutually settled between the insurers and the complainants with the auspices of the ICB secretariat. These cases did not need to go to the Complaints Panel. No *prima facie* evidence was found in 150 cases and 41 cases were withdrawn by the claimants. The remaining 38 cases (12.8%) were referred to the Complaints Panel for deliberation (see Figure 5). The Complaints Panel ruled in favour of the complainants in 7 cases and upheld the insurer's decision in 31 cases. Amongst these 31 cases, the Complaints Panel recommended *ex-gratia* payment in two cases and the recommendation was readily accepted by the insurer concerned in one case (see Figure 6).

In dollar terms, 76 complainants received from insurers a total claims amount of HK$7.53 million, of which HK$5.35 million was from mutual settlement and HK$2.18 million was from awards made by the Complaints Panel. The highest single case award was nearly HK$800,000.

Further analyses of the 297 claim-related cases closed in 2021 are detailed in Tables 2 and 3.

索償相關的投訴個案

297 宗已審結的索償相關投訴個案的糾紛涉及保單條款的詮釋、沒有披露事實、不保事項、賠償金額和違反保單條件（見圖一及二），而 2021 年引起最多索償糾紛的兩類保險產品分別是住院／醫療保險及人壽／危疾保險（見圖三及四）。

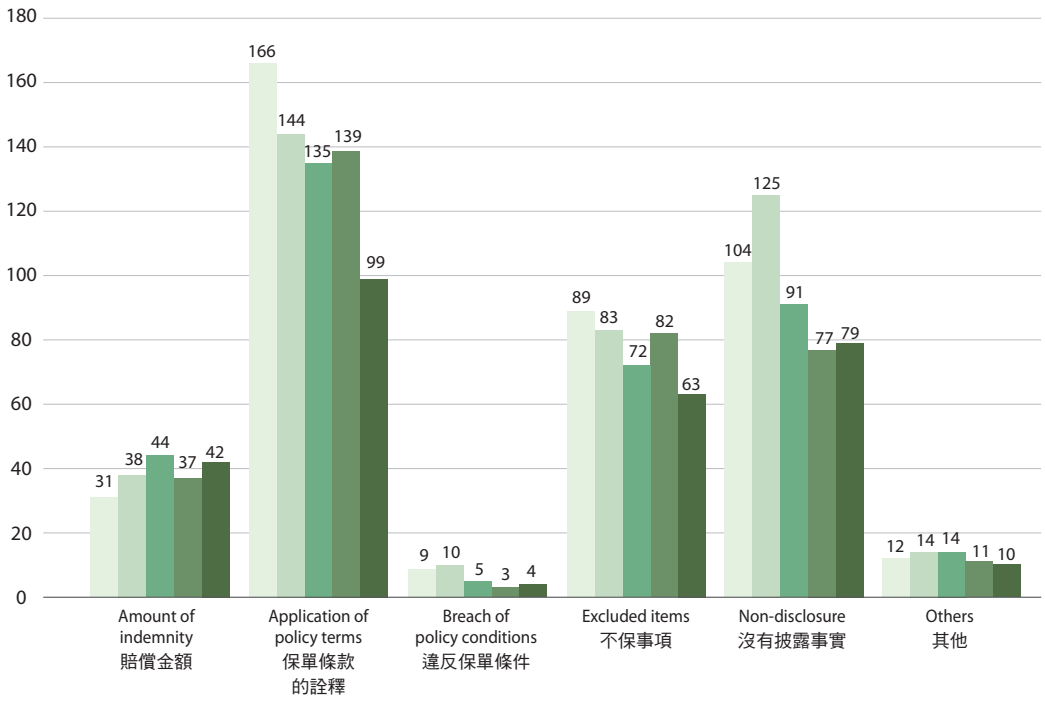
在 297 宗已審結的索償相關投訴個案中，有 68 宗個案在投訴局秘書處的調停下，保險公司與索償人雙方達成和解，毋須轉交投訴委員會處理。另有 150 宗個案的表面證據不成立，41 宗的索償人撤銷投訴，而餘下的 38 宗個案（12.8%）則交由投訴委員會審理（見圖五）。投訴委員會裁定 7 宗個案的投訴人得直而可獲賠償，而贊同保險公司的賠償決定的個案則有 31 宗，投訴委員會就當中兩宗個案，建議保險公司通融處理，而其中一宗個案獲有關保險公司欣然接納（見圖六）。

若以金額計算，共有 76 位投訴人獲得保險公司賠償，涉及的賠償額高達 753 萬港元，當中包括雙方和解金額 535 萬港元及投訴委員會裁定得直個案的賠償額 218 萬港元，而單一宗得直個案的最高賠償額則接近 80 萬港元。

至於 2021 年已審結的 297 宗索償相關的個案的進一步分析，請參看表二及表三。

Figure 1 圖一

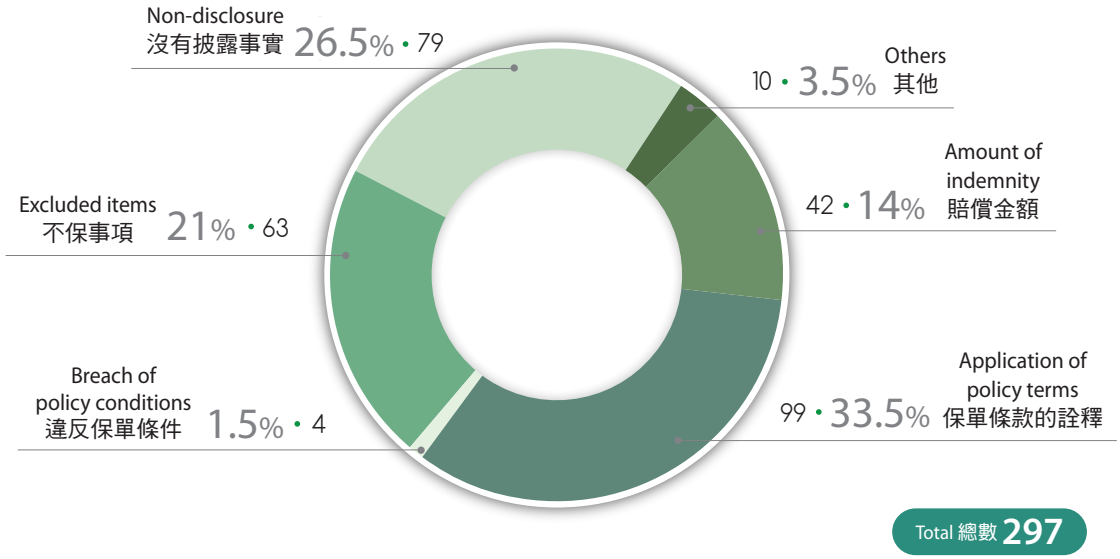
Nature of Complaints Closed 結案投訴類別



Total 總數	2017	2018	2019	2020	2021
	411	414	361	349	297

Figure 2 圖二

Nature of Complaints Closed in 2021 2021 年結案投訴類別



Total 總數 297

Figure 3 圖三

Types of Policies Closed 結案保單類別

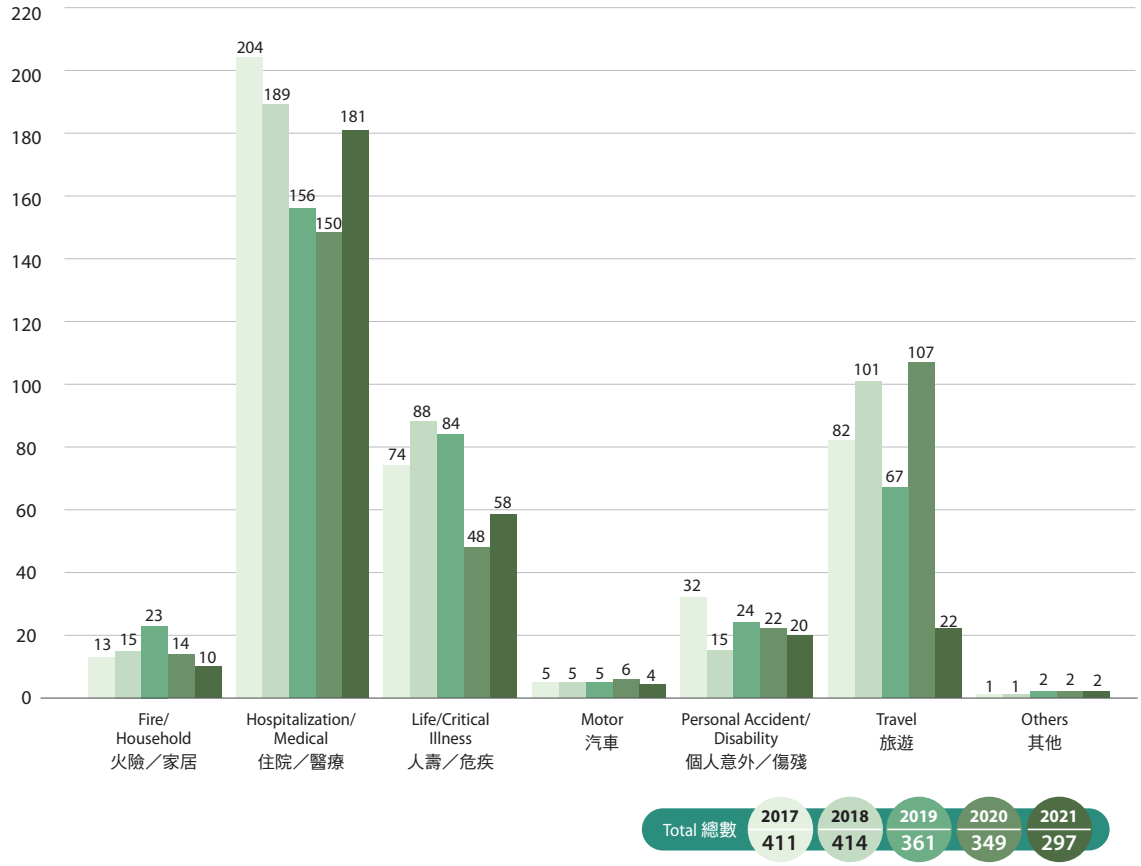


Figure 4 圖四

Types of Policies Closed in 2021 2021 年結案保單類別

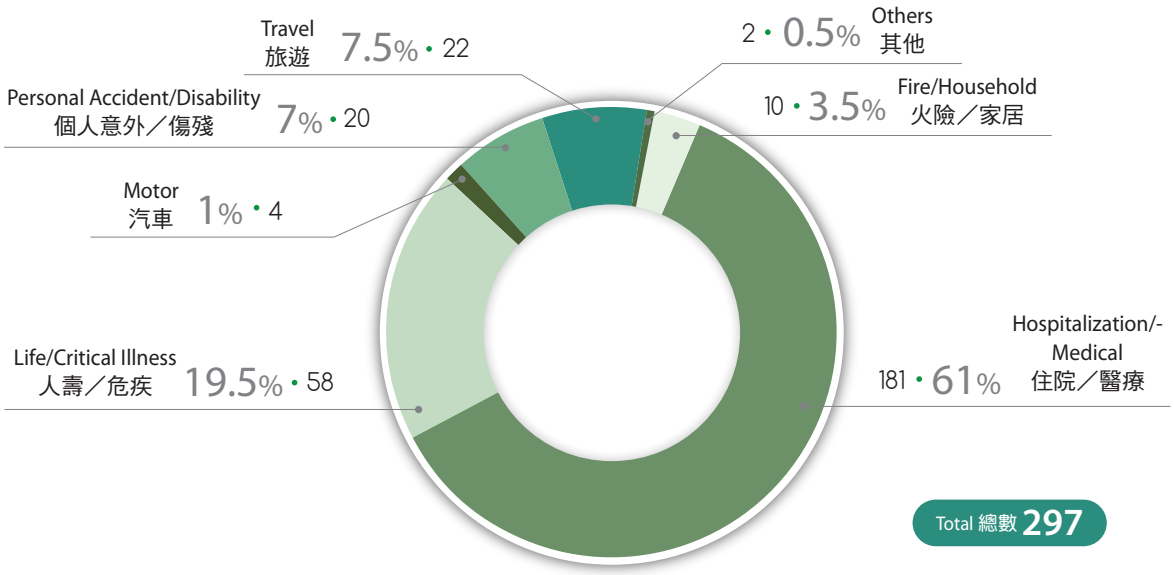
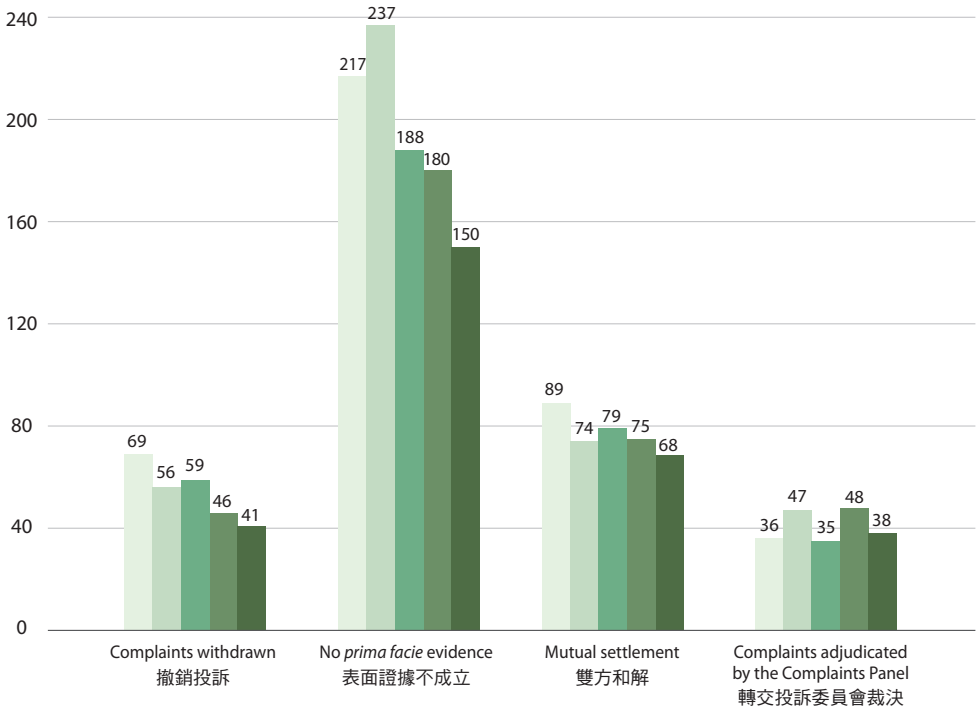


Figure 5 圖五

Outcome of Cases Closed 結案分類



Total 總數	2017	2018	2019	2020	2021
	411	414	361	349	297

Figure 6 圖六

Outcome of Cases Closed in 2021 2021 年結案分類

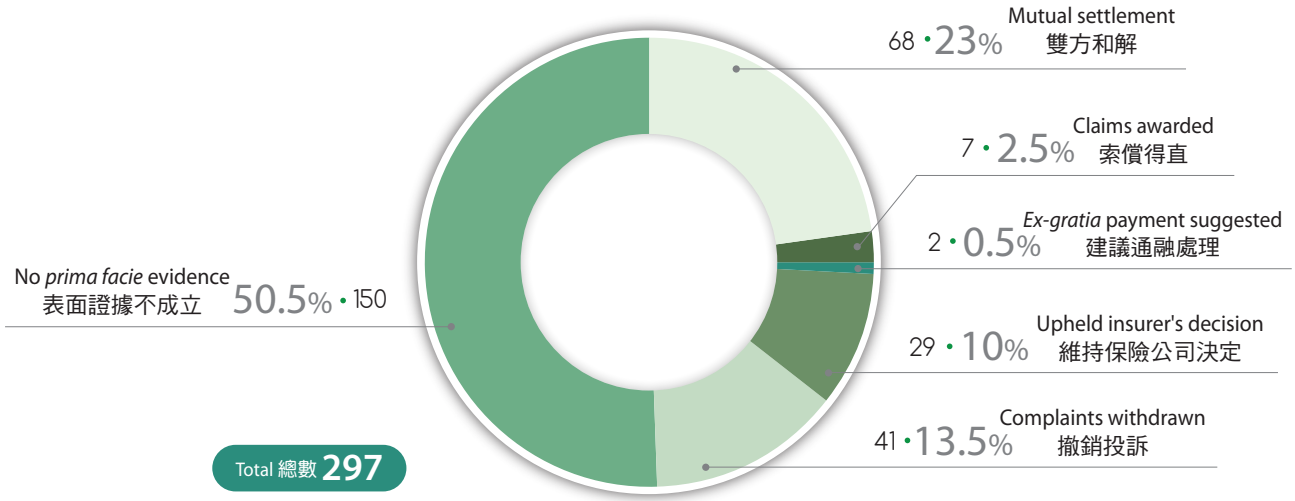


Table 2 表二

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

Types of policies 保單類別 / Nature of complaints 投訴類別	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**
Amount of indemnity 賠償金額	2	31	5	3	1	0	0	**42**
Application of policy terms 保單條款的詮釋	1	42	21	0	16	18	1	**99**
Breach of policy conditions 違反保單條件	3	0	0	0	1	0	0	**4**
Excluded items 不保事項	4	47	7	1	1	3	0	**63**
Non-disclosure 沒有披露事實	0	55	23	0	1	0	0	**79**
Others 其他	0	6	2	0	0	1	1	**10**
Total 總數	**10**	**181**	**58**	**4**	**20**	**22**	**2**	**297**

Table 3 表三

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

Types of policies 保單類別 / Outcome of cases closed 結案分類	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**
Claims awarded 索償得直	0	4	2	0	0	1	0	**7**
Ex-gratia payment suggested 建議通融處理	0	2	0	0	0	0	0	**2**
Mutual settlement 雙方和解	1	50	8	0	2	7	0	**68**
Upheld insurer's decision 維持保險公司決定	0	17	8	0	1	3	0	**29**
Complaints withdrawn 撤銷投訴	2	29	6	3	0	0	1	**41**
No *prima facie* evidence 表面證據不成立	7	79	34	1	17	11	1	**150**
Total 總數	**10**	**181**	**58**	**4**	**20**	**22**	**2**	**297**

Non-claim related Complaints

The 47 non-claim related cases closed in 2021 were related to contractual matters, operational issues, policy returns, company policies and misrepresentation (Figure 7). And life/critical illness policy constituted the largest group of non-claim disputes (Figure 8).

Among the 47 non-claim related cases closed, 8 were mutually settled between the insurers and the complainants with the auspices of the ICB secretariat, amounting to around HK$978,000. No *prima facie* evidence was found in 25 cases and 13 cases were withdrawn by the claimants. The remaining one case was referred to mediation but no agreement was reached between the parties involved at the mediation (Figure 9).

非索償相關的投訴個案

47 宗於 2021 年結案的非索償相關投訴個案的糾紛涉及合約事項、公司運作、保單收益、公司政策和失實陳述（見圖七），而引起最多非索償糾紛的保險產品是人壽／危疾保險（見圖八）。

在 47 宗已結案的非索償相關投訴個案中，有 8 宗個案在投訴局秘書處的調停下，保險公司與索償人雙方達成和解，涉及的金額接近 97.8 萬港元，另有 25 宗個案的表面證據不成立，13 宗的索償人撤銷投訴，而餘下的一宗個案則以調解處理，惟涉案雙方未能於調解中達成協議（見圖九）。

Figure 7 圖七

Nature of Complaints Closed
結案投訴類別

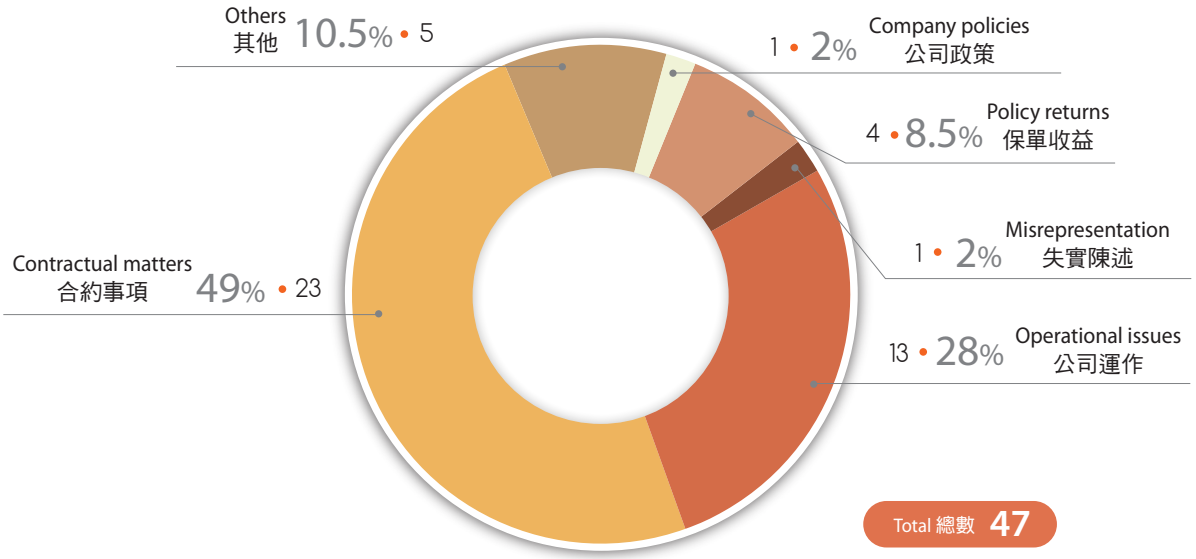


Figure 8 圖八

Types of Policies Closed
結案保單類別

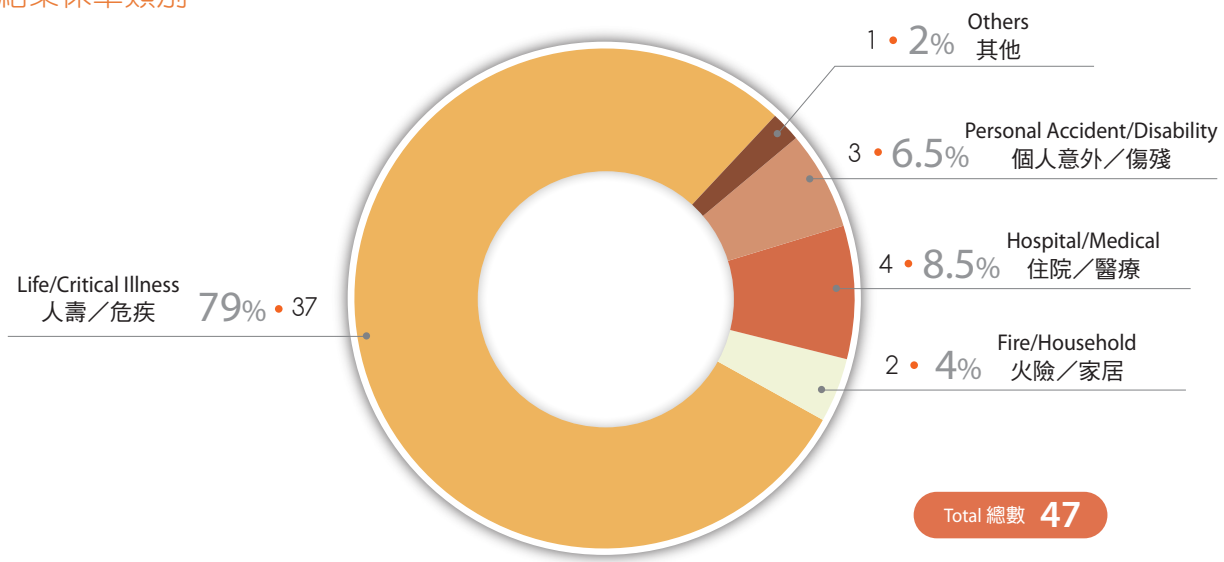
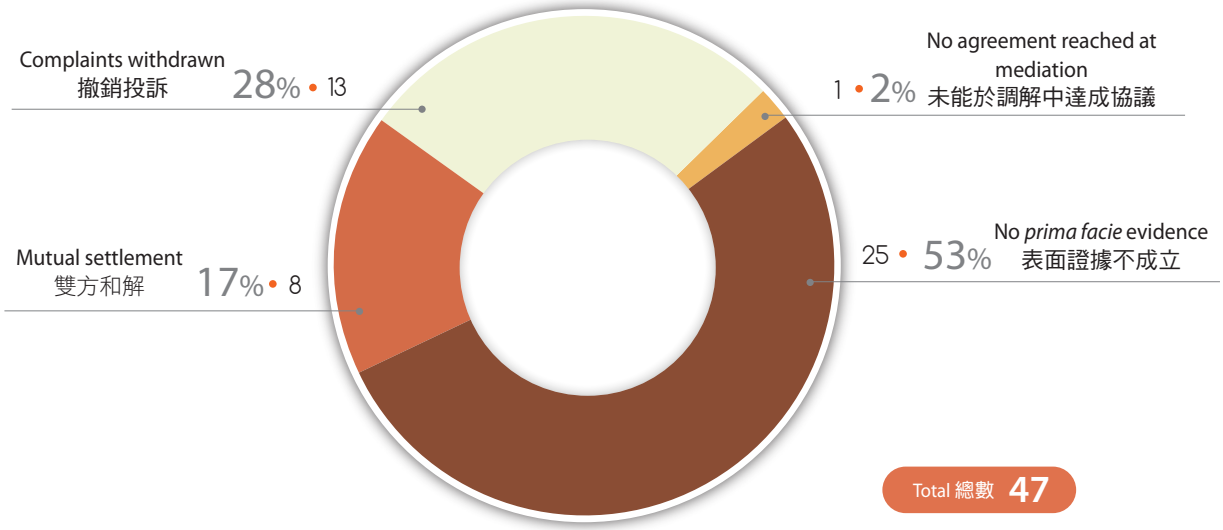


Figure 9 圖九

Outcome of Cases Closed
結案分類



Powers of the Insurance Claims Complaints Panel
保險索償投訴委員會的權力

Chairman
主席

Mr Michael F S Tsui, MH
徐福燊先生，榮譽勳章

Powers of the Complaints Panel

According to Articles 89(b) & (c) of *Articles of Association* of ICB, 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 ICB. In respect of the terms of the personal insurance contracts, 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.

投訴委員會的權力

投訴局《組織章程細則》第 89 條（b）及（c）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個人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。

Powers of the Insurance Claims Complaints Panel
保險索償投訴委員會的權力

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.

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。

In the deliberation of claim-related 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 89(d) of the *Articles of Association*, which stipulates that the Complaints Panel shall not be bound by its previous decisions.

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，故此審理索償相關投訴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 89 條（d）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。

Members of the Complaints Panel attended an e-media conference on 26 April 2022
投訴委員會委員出席 2022 年 4 月 26 日舉行的網上新聞發布會

Case Review
個案分析

01/01/2021 - 31/12/2021

個案
Case 01

Application of policy terms
保單條款的詮釋

Essence of Complaint:
Study Interruption

投訴爭議點：
學業中斷

Type of Insurance:
Travel

保險類別：
旅遊保險

The Complaint

Mr Wong effected an overseas student insurance plan for his son, Albert, who was a full-time undergraduate studying in a university in London for the school year 2019/2020. Due to the outbreak of Covid-19, the university campus was closed to avoid any transmission of the pandemic. As a result, Albert bought an air ticket back to Hong Kong on 16 March 2020.

As Albert's study was interrupted by the outbreak of Covid-19 and he could not have any face-to-face lectures, practices and discussion, Mr Wong filed a claim to the insurer for the tuition fees from March to June 2020, the rental cost for overseas flat for the said period and the flight ticket, of which the total claims amounted to around HK$124,000.

The insurer settled the flight ticket, but refused to pay for the tuition fees and the rental cost. As revealed by the announcements from the university, all teaching would be delivered remotely and all written examinations would be moved online. International students could return to their home countries and complete the course and assessments remotely from there. Since the teaching was continued and there was no loss of unused tuition fees, the insurer declined this part of the claim as it fell outside the policy coverage of Study Interruption benefit. For the rental cost, the insurer indicated that the policy does not cover for such loss.

投訴內容

王先生為兒子（受保人）投購了海外學習保險計劃，他於 2019/2020 學年在倫敦一所大學就讀全日制本科課程。由於 2019 冠狀病毒病爆發，大學校園關閉以防止大流行傳播，受保人於是購買機票提早在 2020 年 3 月 16 日返港。。

由於受保人的學習因 2019 冠狀病毒病爆發而中斷，他無法繼續面授課堂、實習和討論，王先生遂就受保人 2020 年 3 月至 6 月的學費、相關時段的海外住宿租金及機票費用向保險公司提出索償，總索賠金額為 124,000 港元。

個案
Case 01

保險公司賠償了機票費用，但拒絕就學費及住宿租金作出賠償。根據大學發出的通告指出，所有面授課堂改以線上模式授課，而所有筆試亦會於網上進行，海外學生可以返回家鄉，透過遠程教學完成課程及評估。由於教學仍然繼續，受保人沒有未有使用的學費損失，故此，保險公司以相關索償不符「學業中斷保障」的承保範圍而不予作出學費賠償。至於住宿租金，保險公司則指有關保單並不保障此類損失。

Findings of the Complaints Panel

According to the provisions of the Study Interruption benefit, "in the event that the insured person has to abandon the insured journey and return prematurely to Hong Kong after the insured journey has begun, due to:

- unexpected outbreak of strike, riot, civil commotion, infectious disease, terrorism, adverse weather conditions or natural disaster at the planned destination which prevents the insured person from continuing the insured journey;

the insurer will pay for loss of unused travel fare and/or tuition fees for which the insured person had paid or is legally liable to pay, and which is not recoverable from any other sources. The insured person can only claim either the forfeited expenses or the additional costs (but not both) for abandoning the insured journey as a result of the study interruption/curtailment…"

The Complaints Panel supported the insurer's decision in rejecting the rental expenses as the policy does not provide any cover to such loss. As regards the claim for unused tuition fees, the Complaints Panel noted that the teaching was continued although the mode of attendance was changed from in person to online study. Given that there was no loss of unused tuition fees, the Complaints Panel agreed that Albert's situation fell outside the policy coverage.

Ruling of the Complaints Panel

The Complaints Panel supported the insurer's decision in declining Mr Wong's claims for the tuition fees and the rental expenses amounting to about HK$113,000 under the Study Interruption benefit.

Message from the Complaints Panel

Covid-19 pandemic has brought unprecedented challenges to all parts of the society. Online learning has become the new normal as the suspension of face-to-face classes has dramatically changed the way in which teaching is delivered. If an insured continues his/her study via online learning with no deferment of studies, the Complaints Panel generally agrees that there is no unused tuition fee incurred.

投訴委員會的調查結果

有關「學業中斷保障」的條款訂明：「如受保人於受保旅程啟程後因下列事故而必須放棄受保旅程提前返回香港：

- 預定的行程目的地突然發生不可預見的罷工、騷亂、暴亂、傳染病、恐怖活動、惡劣天氣或天災，以致受保人未能繼續其受保旅程；

保險公司將賠償受保人未有使用及無法從其他途徑追討已支付及須依法支付的旅遊費用及／或學費。」

鑑於保單並沒有提供租金損失的保障，投訴委員會因此支持保險公司不予賠償有關費用的決定。至於未有使用的學費索償，投訴委員會明白雖然上課模式由面授課改為網上學習，惟教學仍然繼續。由於沒有未有使用的學費損失，投訴委員會遂同意受保人的情況不符合保單的保障範圍。

投訴委員會的裁決

投訴委員會裁定保險公司拒絕王先生就「學業中斷保障」提出索償學費及住宿租金的賠償決定合理，涉及金額約 113,000 港元。

投訴委員會的意見

2019 冠狀病毒病給社會各界帶來了前所未有的挑戰。學校暫停面授課堂，教學模式隨之產生了重大變化，網上學習已成為新常態。假如受保人能透過網上學習繼續學業，而學習進度沒有因此而延誤，投訴委員會同意受保人沒有未有使用的學費的損失。

個案
Case 02

Application of policy terms
保單條款的詮釋

Essence of Complaint:
Microwave Ablation

投訴爭議點：
微波消融

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

Jessica suffered from bilateral axillary skin irritation, redness and infection. She was diagnosed with axillary hyperhidrosis. She followed the advice of her doctor and underwent microwave ablation of bilateral axillary sweat glands in his clinic. The insurer declined her claim for the medical expenses incurred on the grounds that microwave ablation of bilateral axillary sweat glands was not considered as a surgery but an aesthetic treatment.

投訴內容

簡女士的雙側腋窩出現皮膚搔癢、發紅及受感染，被診斷患上腋下多汗症。她聽從醫生的建議，在他診所接受雙側腋窩汗腺微波消融術。保險公司拒絕賠償有關醫療費用，理由是微波腋下汗腺消融術並不屬於手術，而是美容治療。

個案
Case 02

Findings of the Complaints Panel

It is stipulated in the policy provisions that "surgeon's fee will be payable for the eligible expenses charged by the attending surgeon on a surgical procedure performed during confinement or in a setting for providing medical services to a day patient…The benefit shall be payable according to the relevant surgical category and the categorization of such surgical procedure under the Schedule of Surgical Procedures… If a surgical procedure performed is not included in the Schedule of Surgical Procedures, the insurer may reasonably determine its surgical category according to the gazette published by the government or any other relevant publication or information including but not limited to the schedule of fees recognized by the government, relevant authorities and medical associations in the locality where the surgical procedure is performed."

As there was no definition of "surgery" or "surgical procedure" in the policy provisions, the Complaints Panel believed that microwave ablation, which is a non-invasive Food and Drug Administration (FDA)-cleared method involving the use of precise beams of microwave energy to permanently disable sweat glands in the armpit, should be considered as a surgical procedure to be administered in an outpatient setting. Furthermore, since there was no evidence indicating that microwave ablation is an aesthetic treatment and Jessica was advised by her attending physician to receive the aforesaid treatment for her condition of hyperhidrosis, the Complaints Panel did not agree with the Insurer that the surgery was for cosmetic purpose.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of Jessica and awarded her the outpatient expenses incurred for microwave ablation amounting to around HK$13,800.

Message from the Complaints Panel

Insurance contracts usually list out the definitions of all the terms which have specific meanings in the policy. In the absence of any specific meaning to a general term, the Complaints Panel agrees that the term should be construed according to its common and everyday usage. For medical terms, the Complaints Panel may make references to publications or information released by relevant medical authorities.

投訴委員會的調查結果

有關保單條款訂明：「外科醫生費將賠償受保人在住院期間，或在為日症病人提供醫療服務的設備下，主診外科醫生為其進行手術所收取的合資格費用……本保障將按手術表所列相關手術的分類及該手術本身所屬分類作賠償……若需進行的手術並無列於手術表內，保險公司可按政府刊登的憲報或其他相關出版物或資料，包括但不限於在進行該手術的所在地，其政府、相關監管機構及醫學組織認可的收費表，合理地決定該手術的分類。」

由於保單條文並沒有列明「手術」或「外科手術」的定義，而投訴委員會得悉微波消融術已獲美國食品藥物管理局認可，是一種以非侵入性方法透過微波能量永久破壞腋下的汗腺組織，故此認為微波消融術應被視為可於門診進行的外科手術。此外，由於沒有證據顯示微波消融是一種美容治療，而簡女士是在其主診醫生建議下就多汗症接受有關治療，投訴委員會因此不同意保險公司指有關手術是美容治療。

投訴委員會的裁決

投訴委員會裁定簡女士得直，保險公司需向她賠付進行微波消融術的費用，涉及金額約13,800 港元。

投訴委員會的意見

保險公司通常會在保險合約中註明所有具有特別含意的詞彙的定義。假如某個詞彙沒有特別的定義，投訴委員會同意該詞彙應按其日常普遍用法作解釋。對於醫學詞彙，投訴委員會或會參考相關醫學機構發布的刊物或資訊。

個案
Case 03

Application of policy terms
保單條款的詮釋

Essence of Complaint:
Definition of "Heart Attack"

投訴爭議點：
「心臟病發作」的定義

Type of Insurance:
Critical Illness

保險類別：
危疾保險

The Complaint

Kelvin consulted a public hospital for acute dyspnea and chest pain. He was found to have serial troponin I rise. He was then admitted to a private hospital one month later for percutaneous transluminal coronary angioplasty and stenting under the care of Dr Leung. The diagnosis was coronary artery disease.

Kelvin submitted a critical illness claim to the insurer for "heart attack". The insurer learnt from the referral letter issued by the public hospital that serial non-ischemic electrocardiogram (ECG) and elevated troponin I level were noted. As there was no evidence of new ECG changes indicating myocardial infarction, the insurer declined Kelvin's claim on the grounds that his condition did not fulfil the policy definition of "heart attack".

投訴內容

郭先生因急性呼吸困難及胸口痛到公立醫院求診，多次監測後被發現肌鈣蛋白 I 水平升高。一個月後，他按梁醫生建議入住私家醫院，接受經皮冠狀動脈成形術和支架植入，診斷結果為冠心病。

郭先生就「心臟病發作」向保險公司提出危疾索償申請。保險公司從公立醫院發出的轉介信中得悉，郭先生的心電圖出現連續缺血性改變，而肌鈣蛋白 I 水平則升高。由於沒有證據顯示新近的心電圖變化出現心肌梗塞形成，保險公司遂以郭先生的情況不符合保單內「心臟病發作」的定義，不予作出危疾賠償。

個案
Case 03

Findings of the Complaints Panel

It is stipulated in the critical illness policy that "heart attack" means "the death of a portion of heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis must be based on all of the following:

- a history of typical chest pain;
- new ECG changes indicating myocardial infarction; and
- elevation of cardiac enzymes indicating myocardial damage."

The Complaints Panel noted from the medical report of Dr Leung that Kelvin's distal left anterior descending artery had a stenosis of 65% and his ostial left circumflex artery had a blockage closed to 60%. ECG taken at private hospital showed ST-T abnormality with horizontal ST depression. Dr Leung further supplemented that Kelvin's condition fell into the ambit to which the policy definitions refer, including: chest pain, ECG changes, elevation of cardiac enzymes, narrowing or blockage of one or more coronary arteries resulting in inadequate blood supply to relevant area, etc.

The Complaints Panel was not convinced that the information on the referral letter which the insurer mainly relied on to decline the critical illness claim was sufficient to make a fair assessment of the case. As Dr Leung, being Kelvin's attending doctor, should be in a better position to comment on his condition, the Complaints Panel inclined to adopt Dr Leung's professional opinions and concurred that Kelvin's condition met the definition of "heart attack" in the policy.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of Kelvin and resolved that the insurer should settle his critical illness claim for nearly HK$800,000.

Message from the Complaints Panel

Critical illness contracts cover specific serious illnesses which are listed and explicitly defined in the policy provisions. The contract terms usually contain specific descriptions of the medical conditions of the critical illnesses. In handling such disputes, the Complaints Panel usually looks into the medical reports to see if there is sufficient evidence proving that the insured has fulfilled all the medical conditions and criteria as stipulated in the definition. If there is conflicting or unclear information, the Complaints Panel tends to rely on the medical opinions given by the insured's attending doctor, who is in a better position to comment on the insured's condition.

投訴委員會的調查結果

有關危疾保單訂明：「心臟病發作」是指「由於心臟血液供應不足，導致有關部位的心肌壞死，有關診斷必須以下列所有條件為基礎：

- 典型的胸痛病狀病歷；
- 新近的心電圖變化顯示出現心肌梗塞形成；及
- 診斷性心肌酵素含量增加，顯示心肌受損。」

投訴委員會從梁醫生的醫療報告中得悉，郭先生的左前降支遠端狹窄達 65%，而他的左迴旋支開口位置阻塞程度接近 60%；他在私家醫院進行的心電圖顯示 ST-T 段波型異常及 ST 段水平下降。梁醫生進一步補充指，郭先生的病況符合保單「心臟病發作」的定義，包括：胸痛、心電圖改變、心肌酵素上升、一條或以上冠狀動脈狹窄或阻塞導致相關部位供血不足等等。

對於保險公司主要依據轉介信內的資料而拒絕危疾索償，投訴委員會並不認為有關資料足以對此個案作出公正的評估。由於梁醫生是郭先生的主診醫生，他應該更清楚郭先生的病情，因此投訴委員會傾向倚重梁醫生的專業意見，遂同意郭先生的情況符合保單「心臟病發作」的定義。

投訴委員會的裁決

投訴委員會裁定郭先生得直，保險公司需向他作出接近 800,000 港元的危疾賠償。

投訴委員會的意見

危疾保險為保單列明及附有明確定義的指定嚴重疾病提供保障，合約條款清楚訂明有關嚴重疾病的具體描述。當處理涉及危疾保險的糾紛時，投訴委員會一般會參考醫療報告，以確定是否有證據證明受保人已達到有關危疾定義中所有醫療狀況及要求。如果資料不清晰或存在互相矛盾，投訴委員會往往會倚重受保人的主診醫生的醫療意見，因為他更清楚了解受保人的身體狀況。

個案 Case 04

Application of policy terms
保單條款的詮釋

Essence of Complaint:
Definition of "Cardiomyopathy"

投訴爭議點：
「心肌病」的定義

Type of Insurance:
Critical Illness

保險類別：
危疾保險

The Complaint

Simon was admitted to a hospital in mainland due to chest dullness, shortness of breath and cough on minimal exertion. Echocardiogram showed moderate mitral regurgitation and trivial pulmonary hypertension with left ventricular ejection fraction lower than average while electrocardiogram (ECG) revealed sinus tachycardia and T wave change. He was diagnosed with dilated cardiomyopathy, cardiac function Grade 4, bilateral pleural effusion, bronchial asthma and lung nodules. He then submitted a critical illness claim to the insurer for "cardiomyopathy".

The insurer noted that the ECG showed only mild abnormality which would not lead to permanent Grade 4 cardiac function. As there was no evidence showing that Simon had abnormal ventricular function resulting in significant physical impairment nor was symptomatic at rest despite the use of medicine and dietary adjustment, the Insurer considered that his condition failed to fulfill Class 4 on New York Heart Association (NYHA) classification of cardiac impairment and declined the critical illness claim.

投訴內容

施先生因活動時出現胸悶、氣促及咳嗽而入住內地一家醫院。超聲心動圖顯示中度二尖瓣關閉不全及輕微肺動脈高壓，左心室射出率低於平均水平，而心電圖則顯示竇性心動過速和 T 波改變。他被診斷患上擴張型心肌病，屬心肌損害第四級、雙側胸腔積液、支氣管哮喘和肺結節。他其後就「心肌病」向保險公司申請危疾索償。

保險公司指施先生的心電圖僅顯示輕微異常，不會導致永久性心肌損害第四級的程度。由於現時沒有證據顯示施先生的心室功能異常導致嚴重心肌受損，並在使用了藥物治療及飲食調節後，在休息時也呈現症狀，保險公司因此認為他的病況未能達到紐約心臟協會所訂的心肌損害級別的第四級程度，遂拒絕向他發放危疾賠償。

個案
Case 04

Findings of the Complaints Panel

As stipulated in the policy provisions, "cardiomyopathy" is defined as "condition of impaired ventricular function (of variable aetiology) resulting in significant physical impairment of at least Class 4* on the NYHA classification of cardiac impairment. The diagnosis must be made by a specialist. Cardiomyopathy includes dilated, hypertrophic and restrictive cardiomyopathy. Cardiomyopathy caused directly or indirectly, wholly or partly, by coronary artery disease or alcohol or drug abuse is excluded."

* NYHA Class 4 cardiomyopathy impairment means that the patient is symptomatic at rest despite the use of medicine and dietary adjustment, and there is evidence of abnormal ventricular function on physical examination and laboratory studies.

The Complaints Panel leant from medical literature that NYHA Class 4 is typically categorized as severe congestive heart failure. Patients with NYHA Class 4 are unable to carry on any physical activity without discomfort. Symptoms of heart failure or the angina syndrome may be present even at rest. Having duly studied the hospital reports and records, the Complaints Panel was not convinced that there was a clear indication that Simon had presented with severe cardiac failure/impairment symptom even at rest or he was unable to carry on any physical activity. There was also a lack of concrete evidence that his physical impairment had reached the stage specified in NYHA Class 4. In such circumstances, the Complaints Panel agreed that his condition did not meet the policy definition of "cardiomyopathy".

Ruling of the Complaints Panel

The Complaints Panel supported the insurer's decision in declining the critical illness claim for HK$1,000,000.

Message from the Complaints Panel

Critical illness benefit offers a lump sum to the insured if he/she is diagnosed to have suffered from any of the critical illnesses as stipulated in the policy contract. The insured should meet all the diagnostic criteria as defined in the specified critical illness in order to be eligible for the critical illness benefit. Other than the available medical reports and laboratory results, the Complaints Panel may also evaluate the claim according to the overall symptoms and physical status of the insured.

投訴委員會的調查結果

有關危疾保單的條款訂明：「心肌病」是指「因左心室功能受損害（因不同病因）情況而導致嚴重的心肌受損達紐約心臟病協會分級中最少第四級之程度*。診斷必須由專科醫生證實。心肌病包括擴張型心肌病、肥厚型心肌病及限制性心肌病，但不包括直接地或間接地、完全地或部分地因冠狀動脈疾病、酗酒或濫用藥物而導致的心肌病。」

* 紐約心臟病協會的心肌損害第四級是指儘管病人已進行了藥物治療及飲食調節，但其在靜止休息時仍出現心功能衰竭的症狀，並且體格檢驗及化驗檢查顯示有心功能異常的證明。

投訴委員會從醫學文獻得悉紐約心臟病協會分類第四級通常被歸類為嚴重充血性心臟衰竭。第四級的患者在進行任何活動時均會感到不適，即使在休息時也可能出現心臟衰竭或心絞痛綜合徵的症狀。經仔細審閱了醫院的報告及記錄後，投訴委員會認為現有資料並未能明確顯示施先生在休息時也出現嚴重的心臟衰竭／損害症狀，或無法進行任何活動，同時也缺乏具體證據證明他的身體損傷已達到紐約心臟病協會所訂的心肌損害第四級程度的規定。在這種情況下，投訴委員會同意施先生的病況不符合保單內「心肌病」定義的要求。

投訴委員會的裁決

投訴委員會支持保險公司的決定，不予作出危疾賠償，涉及金額 1,000,000 港元。

投訴委員會的意見

危疾保險為被診斷患上保單內訂明的任何一種嚴重疾病的受保人提供一筆過賠償，受保人必須符合該指定嚴重疾病定義的所有診斷準則，方可獲享危疾賠償。除了參考受保人的醫療報告及化驗結果外，投訴委員會還會根據受保人的整體症狀及身體狀況作評估。

個案
Case 05

Application of policy terms
保單條款的詮釋

Essence of Complaint:
Disability independently caused by Accident

投訴爭議點：
由意外獨立造成的傷殘

Type of Insurance:
Personal Accident

保險類別：
個人意外保險

The Complaint

David was a taxi driver. He sustained an injury to his back one day as his taxi was hit by another taxi from behind. He was sent to the Accident & Emergency (A&E) department of a public hospital. X-ray showed lumbar fusion and the provisional diagnosis was sprained back. He was discharged after investigation. He attended the A&E department again four days later due to abdominal distention, constipation and low back pain radiated to right leg.

Ten days after the accident, David suffered severe back pain and was unable to move. He was taken to the A&E department. X-ray and MRI examinations revealed bamboo spine and fracture T10 and T11 spine with cord compression. He stayed in hospital for nearly five months and received a series of surgical procedures including posterior spinal fusion, osteotomy and anterior spinal fusion. The final diagnoses were spinal cord compression, ankylosing spondylitis, spinal stenosis (thoracic region), etc. He was on wheelchair and his doctor confirmed that the disability was permanent which would prevent him from performing activities of mobility, toileting, transferring and washing. After discharged from hospital, David submitted a personal accident claim to the insurer for Accidental Total and Permanent Disability (ATPD) benefit.

During claims investigation, the insurer learnt that David had a medical history of ankylosing spondylitis, intracerebral haemorrhage and morbid obesity. As such, the insurer believed that there was no supportive evidence to prove that his bilateral lower limb neurological deficit was directly and independently caused by an accident. It therefore refused to honour his claim.

投訴內容

戴先生任職的士司機。某天，他駕駛的士時被另一輛的士從後撞上，令他背部受傷，被送往公立醫院急症室。X 光檢查顯示腰椎融合，初步診斷為腰椎扭傷，他於檢查後出院。四天後，戴先生因腹脹、便秘和腰背疼痛蔓延至右腿而再次到急症室求診。

意外發生 10 天後，戴先生背痛加劇，無法走動。他被送往急症室，X 光及磁力共振檢查顯示竹節狀脊柱、第 10 節及第 11 節胸椎骨折及脊髓受壓。他留院近五個月，接受了包括後側脊椎融合術、截骨術及前側脊椎融合術等一系列的外科手術，最終診斷結果為脊髓壓逼、強直性脊柱炎、胸部椎管狹窄等。他需以輪椅代步，主診醫生證實他的傷殘屬永久性，會阻礙他外出走動、如廁、移動身體及梳洗的活動能力。出院後，戴先生向保險公司索償個人意外保險中的「意外完全及永久傷殘保障」。

在調查索償期間，保險公司獲悉戴先生有強直性脊柱炎、腦出血及病態性肥胖的病歷。由於現有資料不足以支持他的雙下肢神經功能缺損是因意外事故直接及獨立造成，保險公司因此不予接納他的索償申請。

個案
Case 05

Findings of the Complaints Panel

It is stipulated in the policy provisions that "accident" means "bodily injury that is independent of all other causes and sustained directly through external, violent and unexpected means as a result of which there is evidence of a visible contusion or wound on the exterior of the body, or of internal contusion, wound or injury, or a combination of these injuries."

The Complaints Panel noted that no major trauma was recorded when David was first sent to the A&E department after the traffic accident and he was discharged on the same day. He was found to have bamboo spine, which is a complication of ankylosing spondylitis, and fracture T10 and T11 spine 10 days after the accident. As his previous x-ray of pelvic, sacroiliac joint and spine taken a few years ago showed features suggestive of ankylosing spondylitis and spinous process ligament calcification, the Complaints Panel doubted if the claimed disability was solely and directly caused by the traffic accident, independent of all other causes.

Ruling of the Complaints Panel

In this connection, the Complaints Panel supported the insurer's decision in declining David's claim for the ATPD benefit of HK$1,000,000 since the definition of "accident' was not fulfilled.

Message from the Complaints Panel

In order to ascertain whether or not an injury was caused directly and independently by an accident, the Complaints Panel usually focuses on the nature of the injury and the diagnoses made by the attending doctor. If there is evidence showing that other factors like previous injury or degenerative changes exist which may contribute to the occurrence of the injury, the Complaints Panel will likely support the decision to decline the related claim.

投訴委員會的調查結果

有關保單的條文訂明：「意外」是指「純粹及直接經猛烈、外來及意外力導致身體承受的傷害，並由於該猛烈、外來及意外力導致身體上有可見的瘀傷或傷口，或有內傷跡象，或內外傷兼有。」

投訴委員會留意到，戴先生在交通意外後第一次被送往急症室當天並沒有記錄他有重大創傷，他於同日出院；10 天後，他被診斷患上竹節狀脊柱（即強直性脊柱炎的併發症）及第 10 節和第 11 節胸椎骨折。由於戴先生幾年前進行的骨盆、骶髂關節和脊柱 X 光顯示有強直性脊柱炎及棘突韌帶鈣化的特徵，投訴委員會對他目前的傷殘是否完全及直接由該交通事故造成、並獨立於其他因素存疑。

投訴委員會的裁決

就此，投訴委員會支持保險公司拒絕戴先生就「意外完全及永久傷殘保障」的索償申請，金額涉及 1,000,000 港元，原因是個案不符合保單內「意外」的定義。

投訴委員會的意見

為確定某宗傷患是否由獨立的意外事故直接造成，投訴委員會會考慮傷患的性質及主診醫生的診斷結果。如果有證據顯示有其他因素（如舊患或退化性改變）存在導致傷患發生，投訴委員會一般會支持保險公司拒絕賠償的決定。

個案
Case 06

Application of policy terms
保單條款的詮釋

Essence of Complaint:
Medically Necessary

投訴爭議點：
醫療必要性

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

Joe experienced chest pain and palpitation for two days. He consulted a cardiologist and electrocardiogram (ECG) showed abnormal T wave inversion. He was then admitted to a private hospital two weeks later to receive echocardiogram, holter ECG, computed tomography (CT), x-ray, etc. The final diagnosis was angina pectoris.

The insurer only reimbursed Joe HK$6,000 for the expenses of CT under the Advanced Diagnostic Imaging benefit, but rejected the rest of the hospitalization charges. The insurer explained that Joe's admission was predominantly for diagnostic scanning purpose. As the admission was scheduled 14 days after the date of consultation, there was no evidence to support the medical necessity to have those investigations performed on an inpatient basis instead of in an outpatient setting.

Joe disagreed with the insurer's decision. He submitted a letter from his doctor who confirmed that he complained of chest pain with abnormal ECG. As the clinical picture fulfilled the classical criteria of acute coronary syndrome (unstable angina subtype), admission was a traditional approach which served for close monitoring. However, the insurer maintained its claim decision.

投訴內容

金先生因胸痛及心悸持續兩天向心臟專科醫生求診，心電圖顯示 T 波倒置異常。兩週後，他入住私家醫院接受超聲心動圖、動態心電圖、電腦斷層掃描、X 光等檢查，最終診斷結果為心絞痛。

保險公司僅就「先進影像診斷檢查保障」向金先生作出 6,000 港元的電腦斷層掃描費用賠償，但卻拒絕支付其餘的住院費用。保險公司表示，金先生的住院主要是為了進行影像掃描，加上他的入院安排在求診日的 14 天之後，因此沒有證據支持他入院接受檢查是有醫療必要性，而有關檢查不可在門診進行。

金先生不同意保險公司的理賠決定，向保險公司提交主診醫生的信函，函中指出金先生因胸部不適及心電圖異常求診；由於臨床表現符合急性冠狀動脈綜合症（不穩定型心絞痛亞型）的診斷標準，安排入院作密切監察乃屬穩妥的做法。然而，保險公司維持原來的拒賠決定。

個案
Case 06

Findings of the Complaints Panel

It is stipulated in the policy provisions that "medically necessary services" mean "medical or health care services which are necessary for the treatment of an illness, sickness, disease or injury and which are: (a) consistent with the diagnosis and customary medical treatment for medical condition; and (b) in accordance with good and prudent medical practice… (d) performed in the least costly setting for treatment of a covered service". The policy also contains an exclusion which excludes hospital confinement primarily for diagnostic scanning (save and except advanced diagnostic image), x-ray examinations or physical therapy that can be provided in an outpatient or day hospital setting.

Based on the information available, the Complaints Panel noted that Joe mainly received diagnostic examination during his confinement. Given that the admission was arranged two weeks after his first consultation with the cardiologist, the Complaints Panel believed that there was no strong evidence to prove his condition was severe nor the confinement was an emergency case. The related investigations could have been performed in an outpatient establishment.

Ruling of the Complaints Panel

As the investigations were not performed in the least costly setting, the Complaints Panel upheld the insurer's decision to decline the other hospitalization expenses of around HK$13,800.

Message from the Complaints Panel

If there is concrete evidence showing that the hospital confinement is arranged solely for conducting diagnostic or laboratory tests with no element of medical emergency, the Complaints Panel will generally agree that such confinement is not medically necessary under the provisions of a hospitalization policy. To determine whether or not a hospital confinement is of an emergency nature, the Complaints Panel also considers the length of time between the date of hospital admission and the date of medical consultation.

投訴委員會的調查結果

有關保單條款訂明：「醫療必須服務」是指「為治療疾病或受傷所必須的醫療服務，有關服務：(a) 須符合病情的診斷及慣常療法；(b) 須符合良好及謹慎的行醫標準……(d) 須在治療受保傷病所需最便宜的環境下進行」。另保單附有「不受保項目」，訂明不承保主要因接受診斷掃描（先進造影除外）、X 光檢查或物理治療的住院，而有關檢查可於門診或日間醫院進行。

根據現有的資料，投訴委員會得悉金先生於住院期間主要接受診斷性檢查，由於入院安排在他首次與心臟專科醫生會診的兩星期後，投訴委員會因此認為現有的證據未能充分顯示他的病情嚴重，或屬緊急性質，故相關檢查理應可在門診進行。

投訴委員會的裁決

由於檢查並非在成本最低的環境下進行，投訴委員會裁定保險公司不予賠償其餘住院費用的決定合理，涉及金額約 13,800 港元。

投訴委員會的意見

如果有充分證據證明住院純粹是為了接受診斷性檢查或測試，而病況在醫學上並非緊急性質，投訴委員會一般同意在住院保單的條款的規定下，這類住院並不是醫療必須的。為了確定住院是否屬於緊急情況，投訴委員會還會考慮受保人入院日期與就診日期相距的時間。

Case 07 個案

Non-Disclosure
沒有披露事實

Essence of Complaint:
Material Fact
(facts reasonably be expected to disclose)

投訴爭議點：
重要事實（合理預期會披露）

Type of Insurance:
Critical Illness

保險類別：
危疾保險

The Complaint

Mable was diagnosed with stage 3 carcinoma of pancreas nine months after her critical illness policy was effected. She then submitted a critical illness claim to the insurer for "cancer". During claims investigation, the insurer found that Mable was admitted to a private hospital five months prior to her policy application due to dizziness, vertigo and bilateral hearing blockage. She was suspected to suffer from Meniere's disease. Magnetic resonance imaging (MRI) and magnetic resonance angiography (MRA) of brain were performed and the results were normal. She consulted her doctors for mild intermittent dizzy spells 10 days after discharged. The doctor referred her to seek opinion from a neurologist to rule out other possible neurological causes.

As Mable had not disclosed her suffering from Meniere's disease and the doctor's referral to seek a neurologist for further investigation in the application form, the insurer declined her critical illness claim on the grounds of material non-disclosure.

Mable appealed to the insurer and submitted various medical reports to support her dizziness was not related to her pancreatic cancer. She emphasized that the investigation of brain was not "advised" by her doctor, but requested by herself as she was cautious about her health. She also took the initiative to request the doctor for a referral letter in case she needed it later. The doctor confirmed in writing that Mable requested for MRI and MRA of brain even though clinically her symptom was highly suggestive of Meniere's disease. In addition, he advised her to seek opinion from a neurologist if her dizziness persisted or symptom deteriorated. As there was no persistent dizziness, Mable did not seek any subsequent follow up.

However, the insurer maintained the view that the non-disclosed information was material to its underwriting decision and stood firm on the claim decision.

投訴內容

麥女士在她的危疾保單生效九個月後被確診患上胰臟癌三期，遂向保險公司提交「癌症」的危疾索償。於調查索償期間，保險公司發現她在投購涉案保單的五個月前曾因頭暈、眩暈及雙耳聽力障礙入住私家醫院，被懷疑患上梅尼爾氏症，而腦部磁力共振檢查及磁力共振血管造影結果則正常。出院 10 天後，麥女士因輕度間歇性頭暈求診，醫生於是轉介她往神經專科醫生尋求意見，以排除其他可能的神經系統疾病的病因。

個案
Case 07

由於麥女士沒有在投保申請書上申報患有梅尼爾氏症及獲醫生轉介至神經專科醫生作進一步檢查的病歷資料，保險公司因此以她未有披露重要事實為理由，不予接納她的索償申請。

麥女士向保險公司提出上訴，並提交了多份醫療報告，以證明她的頭暈與胰臟癌無關。另她強調接受腦部檢查並不是醫生的建議，而是因為她緊張自己的身體健康而要求進行。她還主動要求醫生給予推薦信，以備日後需要。主診醫生亦書面確認麥女士要求進行腦部磁力共振檢查及磁力共振血管造影，儘管她的症狀顯示她很大可能是患上梅尼爾氏症；主診醫生又建議麥女士如果頭暈持續或症狀惡化，應向神經專科醫生尋求意見。然而，由於麥女士沒有持續頭暈，故她沒再尋求任何後續跟進。

然而，保險公司堅持未有披露的資料對其承保決定有重要影響，故維持原來決定。

Findings of the Complaints Panel

The Complaints Panel looked into the health declaration in the application form and noticed that there was only one question which might deem relevant to the case. The question asked if the applicant has had any medical condition that has required of a surgical operation or procedure… or has been advised to have follow up or follow up investigation by a registered medical doctor within the last seven years, and Mable answered "no".

As Mable actively requested for MRI and MRA examinations, the Complaints Panel was convinced that she had not been "advised" by her doctor to have follow up or follow up investigation. In other words, she had truthfully responded to the aforesaid question in the application form. Given that MR scans revealed no abnormality and the doctor only advised Mable to seek opinion from a neurologist if her symptoms persisted (a conditional suggestion), the Complaints Panel believed that the grounds for the insurer to decline the critical illness claim was not very strong.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of Mable and awarded her the critical illness claim of around HK$786,000.

Message from the Complaints Panel

The Complaints Panel reminds consumers that the information given by an applicant in the application form has significant impact on the insurer's underwriting assessment. From the information given in the application form, the insurer can identify high-risk features and decide whether or not to take the risk and at what premium and terms. However, if the non-disclosed information is not a fact which the insured could reasonably be expected to disclose or the insured has answered the questions in the application form honestly and completely to his/her best knowledge and belief, the Complaints Panel may rule in favour of the claimant.

投訴委員會的調查結果

投訴委員會查看投保申請書內的健康聲明，得知只有一條問題可能與麥女士的情況有關，該問題問及受保人在過去七年曾否因病況而需要進行外科手術或程序……或曾否被建議由註冊醫生覆診或跟進檢驗，麥女士回答「否」。

由於磁力共振檢查及磁力共振血管造影乃麥女士主動要求進行，投訴委員會因此同意她沒有獲醫生建議進行跟進檢驗；換言之，她已如實地回答了投保申請書上的有關問題。鑑於磁力共振掃描並沒有發現異常結果，加上主診醫生只建議麥女士若症狀持續可向神經專科醫生尋求意見（屬有條件的建議），投訴委員會因此認為保險公司拒絕麥女士的危疾索償的理由並不充分。

投訴委員會的裁決

投訴委員會裁定麥女士得直，保險公司需要向她作出約 786,000 港元的危疾賠償。

投訴委員會的意見

投訴委員會提醒消費者：投保人在投保申請書上提供的資料，對保險公司的核保評估影響重大；保險公司會根據投保申請書上的資料，判斷是否有高風險的特徵，從而決定應否承保有關風險、釐定保費水平和保險合約條款。然而，如果沒有披露的資料並不屬投保人認知範圍內並在合理預期下需要披露的事實，或受保人已根據他認知和相信的事實如實和全面地回答投保申請書上的問題，投訴委員會或會裁定受保人得直。

Case 08 個案

Non-Disclosure
沒有披露事實

Essence of Complaint:
Material Fact
(facts influencing underwriting decision)

投訴爭議點：
重要事實（影響承保決定）

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

Elton applied for a hospitalization policy when he was 22 years old. He was admitted to a hospital for abdominal pain, diabetes mellitus, hypertension and obesity 16 months later. During claims investigation, the insurer discovered that Elton had been referred to psychiatric evaluation due to focusing and learning problem as reported by his parents and teachers when he was eight. He was provisionally diagnosed to have dyslexia. He was first confirmed to have obesity when he was 13 with BMI 34.8. His body weight and height were 117kg and 173cm respectively when he attended the pre-employment body check-up at age 21.

However, Elton did not disclose the above medical information in the application form. It was also stated in the application form that his weight and height were 86kg and 180cm respectively, which were significantly different from the weight and height as stated in his pre-employment check up 14 months ago. When being asked in the application form if he had any weight loss for 5kg in the past 12 months, Elton answered "no".

As the non-disclosed information was material and would have affected its underwriting decision, the insurer declined Elton's hospitalization claim.

投訴內容

歐先生在 22 歲時投購了住院保單。16 個月後，他因腹痛、糖尿病、高血壓及肥胖入院。在審理索償期間，保險公司得悉歐先生在八歲時因父母和老師表示他有注意力和學習問題而被轉介至精神科作評估，臨時診斷為閱讀障礙。他在 13 歲時首次被確診患上肥胖症，身體質量指數為 34.8；於 21 歲接受入職體檢時，體重和身高分別為 117 公斤和 173 厘米。

然而，歐先生並沒有在投保申請書上披露有關資料，他在投保申請書上填報體重和身高分別為 86 公斤和 180 厘米，與他 14 個月前進行的職前檢查記錄的體重和身高明顯有差異。當在投保申請書被問及在過去 12 個月內體重有否減少超過五公斤時，歐先生回答「否」。

由於沒有披露的資料屬重要事實，足以影響保險公司的承保決定，保險公司因此拒絕了歐先生的住院索償申請。

個案
Case 08

Findings of the Complaints Panel

The Complaints Panel learnt that Elton's mother had effected a hospital and surgical policy for him when he was three. The servicing agent approached Elton when he was 22 and introduced him a new product with better and wider cover to replace his old policy. Elton accepted and signed the application form for the new policy while the agent completed the other information in the application form for him.

Other than the obesity problem, the Complaints Panel believed that Elton's dyslexia and treatment for focusing skills were too remote which occurred quite a long time ago. It was not convinced that such information was material which would have affected the insurer's underwriting decision.

Given that Elton has had obesity problem since childhood with no obvious improvement, the Complaints Panel doubted very much if the weight and height stated in the application form were accurate as it was not practicable for him to grow 7cm taller and lose 31kg in 14 months. Having fully considered Elton's weight, height and body size, the Complaints Panel viewed that the servicing agent, having seen Elton in person, should be duly aware that he was severely overweight and his policy application might probably not be accepted.

Ruling of the Complaints Panel

As Elton would have reimbursed for his current hospitalization if his old policy was still effective, the Complaints Panel concluded that there were extenuating circumstances which would merit the insurer to consider, on the basis of goodwill, the granting of an *ex-gratia* payment in accordance with the terms and conditions of his old policy. The insurer agreed to reverse its decision and admit Elton's hospitalization claim of around HK$29,000 under the new policy.

Message from the Complaints Panel

In dealing with non-disclosure disputes, the Complaints Panel generally focuses 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.

As cases vary in nature and situation, the Complaints Panel may judge each case on its own merit. It may suggest an *ex-gratia* payment if there are extenuating circumstances in the case supporting such a recommendation.

投訴委員會的調查結果

投訴委員會得悉歐先生的母親在他三歲時為他投購了附有住院和手術保障的保單。保險代理在歐先生 22 歲時，向他推介保障範圍更全面及廣泛的新產品，以取代他的舊保單。歐先生接受有關建議，並簽署了新保單的投保申請書，而保險代理則為他填寫投保申請書內的其他資料。

除了肥胖問題外，投訴委員會認為歐先生的閱讀障礙和接受專注力的治療在很久之前已經發生，故未能令投訴委員會信服有關資料為重要事實，會影響保險公司的承保決定。

鑑於歐先生自小便有肥胖問題，且沒有明顯改善，投訴委員會對他在投保申請書上填報關於體重和身高的資料的準確性存疑，因為要在 14 個月內長高七厘米及減輕體重 31 公斤實在不大可能。經充分考慮歐先生的體重、身高和體型後，投訴委員會認為保險代理親眼見過歐先生後，理應意識到他嚴重超重，而他的保單申請可能不會被接受。

投訴委員會的裁決

如果歐先生的舊保單仍然生效，他當前的住院費用應可獲得賠償，投訴委員會認為此個案案情特殊，值得保險公司考慮基於商譽理由，根據舊保單條款向歐先生作出通融賠償。保險公司同意改變原來的決定，按照歐先生的新保單作出相關住院賠償，金額約為 29,000 港元。

投訴委員會的意見

於審議涉及沒有披露事實的糾紛時，投訴委員會一般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應該接受或拒絕承保，或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)預期投保人披露有關事實是否合理。

由於不同個案的性質和情況不盡相同，投訴委員會會根據每宗個案的案情作出裁決。如果個案涉及情有可原的情況，投訴委員會或會建議保險公司通融處理。

Case 09 個案

Non-Disclosure
沒有披露事實

Essence of Complaint:
Material Fact
(facts influencing underwriting decision)

投訴爭議點：
重要事實（影響承保決定）

Type of Insurance:
Life

保險類別：
人壽保險

The Complaint

Harry effected a life policy with the insurer in 2018 and declared clean health history in the application form. The policy was then issued on standard terms. He passed away two years later and the cause of his death was cerebral hemorrhage.

Upon claims investigation, the insurer noted that Harry had sought consultations in a hospital in the mainland. Computed tomography (CT) scan report of bilateral kidney done in 2012 revealed multiple cystic changes and Harry was suggested to further conduct a high dose CT scan. As such health information, which would materially affect the underwriting decision of the insurer, was not disclosed in the policy application, the insurer declined to pay the death claim submitted by Harry's wife.

Harry's wife submitted a letter from a nephrology specialist to appeal against the insurer's decision. The specialist commented that Harry did not have positive family history of polycystic kidney disease and the CT findings were compatible of solitary simple renal cysts of no clinical significance. As the nephrology specialist was not Harry's attending doctor for consultation in 2012, the insurer considered that the comments might not reflect the true and complete picture of Harry's health condition. It therefore maintained its previous claim decision.

投訴內容

夏先生於 2018 年向保險公司投購人壽保單，在投保申請書上申報健康病歷，保險公司遂以標準條款繕發保單。兩年後，夏先生因腦出血逝世。

於調查索償期間，保險公司得悉夏先生曾在內地一家醫院求診，2012 年進行的電腦斷層掃描報告顯示雙腎有多處囊性改變，被建議進一步接受高劑量電腦斷層掃描。由於夏先生沒有在投保申請書上披露有關資料，而這些資料對保險公司的核保決定有重大影響，因此保險公司拒絕接納夏先生的妻子提交的死亡索賠申請。

夏先生的妻子不滿保險公司的賠償決定提出上訴，並提交了腎內科專科醫生的信函，函中指出夏先生沒有多囊腎病的陽性家族史，而電腦斷層掃描的結果與孤立單純性腎囊腫相符，在臨床上沒有重要性。由於該腎內科專科醫生並非夏先生於 2012 年的主診醫生，保險公司認為該專科醫生的意見或未能反映夏先生當時健康狀況的真實情況及完整性，遂維持原來拒賠的決定。

個案
Case 09

Findings of the Complaints Panel

Having reviewed all available information, the Complaints Panel understood that Harry's death was caused by cerebral aneurysm which had association with polycystic kidney. Should Harry declare his multiple cystic changes in kidney in 2012 and the advice for a further high dose CT scan at the time of policy application, the insurer's underwriting decision would have been different as further examinations would be requested by the insurer to find out the nature and distribution of the cysts.

投訴委員會的調查結果

經審閱所有資料後，投訴委員會了解到夏先生的死因為腦動脈瘤，與多囊腎病相關。如果夏先生在投保時披露了他在 2012 年的腎臟檢查發現多處囊性變化，以及被建議進一步接受高劑量電腦斷層掃描的資料，保險公司的核保決定必會有所不同，保險公司務必要求夏先生作進一步檢查，以確定囊腫的性質及分佈。

Ruling of the Complaints Panel

Given that the non-disclosed medical information was material which would have affected the insurer from making a fair and accurate underwriting decision, the Complaints Panel supported the insurer's decision in declining the death claim of around HK$700,000 for material non-disclosure.

投訴委員會的裁決

鑑於沒有披露的病歷資料屬於重要事實，會影響保險公司作出公平及準確的核保決定，因此投訴委員會支持保險公司以沒有披露重要事實為理由，不予發放身故賠償的決定，涉及金額約 700,000 港元。

Message from the Complaints Panel

Insurance contracts are based on trust. Insurers trust the insureds 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 insureds. Insurers, on the other hand, are not aware of these facts unless the insureds tell them. The insureds, therefore, should always take care to tell the whole truth. Non-disclosure arises when an applicant for an insurance policy fails to disclose in the application form facts within his/her knowledge.

投訴委員會的意見

保險合約建基於信任。保險公司信任投保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，以及與之相關的各種狀況，均是投保人認知範圍內的事實，除非投保人主動相告，否則保險公司不會知道，因此投保人有責任交代所有事實。如果投保人在投保時沒有披露已知的事實，則會被視為沒有披露事實。

If the non-disclosed fact is a material fact which is within the knowledge of the insured and which the insured could reasonably be expected to disclose, the Complaints Panel will generally support the insurer's denial of claim for material non-disclosure. This is because the non-disclosure has prejudiced the insurer from making a fair and accurate underwriting assessment.

如沒有披露的資料屬投保人認知範圍內，並在合理預期下需要披露的重要事實，投訴委員會一般會支持保險公司以沒有披露重要事實為理由拒絕賠償，因為沒有披露的事實令保險公司無法作出公平及準確的承保決定。

The Complaints Panel reminds all insureds that "if in doubt as to whether a fact is material, it would be advisable to disclose it".

投訴委員會提醒所有投保人：如不確定某些事實是否重要，最好還是加以披露為佳。

Case 10 個案

Excluded Items
不保事項

Essence of Complaint:
Known Events and Conditions

投訴爭議點：
已知事項及狀況

Type of Insurance:
Travel

保險類別：
旅遊保險

The Complaint

Stephen originally scheduled a business trip to France and Belgium from 29 February to 16 March 2020. Since the French government implemented restrictive measures due to the outbreak of Covid-19 and his customer cancelled the trip, Stephen decided to cut short his trip and took the flight back to Hong Kong from France on 7 March 2020. After returning to Hong Kong, he lodged a claim to the insurer for the prepaid but unused hotel expenses as well as the additional transportation expenses incurred under the "Interruption of Trip" benefit of his travel policy.

World Health Organization (WHO) had made a formal declaration on 30 January 2020 that the outbreak of Covid-19 was a Public Health Emergency of International Concern (PHEIC). As Covid-19 had already existed when Stephen enrolled for the annual travel policy on 21 February 2020 and there was a trend for the virus to spread globally, the insurer refused to entertain his claim on the grounds that it fell within the policy exclusion of "known events and conditions".

投訴內容

冼先生原本安排於 2020 年 2 月 29 日至 3 月 16 日前往法國及比利時公幹。由於法國政府因 2019 冠狀病毒病爆發而實施限制措施，加上他的客戶取消了行程，因此冼先生決定縮短行程，並於 2020 年 3 月 7 日從法國飛回香港。回港後，他就旅遊保單內的「行程中斷」保障，向保險公司申索未有使用但已支付的酒店費用及額外的交通費用。

世界衛生組織（世衛）在 2020 年 1 月 30 日正式宣布，2019 冠狀病毒病疫情構成「國際關注的突發公共衛生事件」。由於冼先生在 2020 年 2 月 21 日投保全年旅遊保險計劃時，2019 冠狀病毒病已經存在，而該病毒正有在全球蔓延的趨勢，因此保險公司認為有關索償為「已知事項及狀況」，屬保單的不保事項，故拒絕受理他的索償申請。

個案
Case 10

Findings of the Complaints Panel

It is stated in the policy exclusion of "known events and conditions" that "the policy does not cover for any circumstance which is existing or announced before the effective date; or any pre-existing conditions."

The Complaints Panel noted from the Coronavirus disease 2019 Situation Report dated 21 February 2020 published by WHO that there were 12 confirmed Covid-19 cases in France, and seven of which were likely to be locally transmitted. The Complaints Panel had reservation to conclude that Covid-19 was a known or existing circumstance when Stephen took out the travel policy given that the pandemic situation was not very prominent in Europe at the prevailing time.

On the other hand, the Complaints Panel noticed that WHO had declared Covid-19 as a pandemic on 11 March 2020 and the Security Bureau of the HKSAR government issued the Red Outbound Travel Alert on the Schengen Area in Europe including France on 13 March 2020 in view of the outbreak of Covid-19 in Europe. The Complaints Panel believed that these two warnings were more widely accepted than PHEIC declaration by WHO on 30 January 2020. As there were only 12 confirmed Covid-19 cases in France when the policy was issued, the Complaints Panel was not convinced that Stephen was able to foresee the restrictive measures which would be implemented by the French government when he began his trip. It also casted doubt on whether the situation should be regarded as a "known circumstance".

Ruling of the Complaints Panel

The Complaints Panel resolved to rule in favour of Stephen and awarded him the "Interruption of Trip" benefit amounting to about HK$10,500.

Message from the Complaints Panel

Most travel insurance policies provide coverage for trip curtailment or interruption if the insured has to early return to Hong Kong due to an insured peril. However, the policies usually contain an exclusion clause to exclude loss arising from events which have already existed or can be expected to happen when the insurance is purchased. In deciding whether or not an incident is a known event/condition, the Complaints Panel usually studies the particular circumstances of the case, the data collected and whether the insured is able to foresee the outcome when he/she takes out the insurance.

投訴委員會的調查結果

保單內「已知事項及狀況」不保事項條款訂明：「本保單不會保障於生效日期前或已宣布會發生的任何情況；或任何投保前已存在的傷疾」。

投訴委員會從世衛 2020 年 2 月 21 日發布的《2019 冠狀病毒病情況報告》中注意到，法國當時有 12 宗確診個案，其中七宗可能屬本地感染。由於冼先生投購旅遊保單時，歐洲的大流行情況並不算十分嚴重，因此投訴委員會對當時 2019 冠狀病毒病是否屬已知或已存在情況有所保留。

另一方面，投訴委員會注意到世衛於 2020 年 3 月 11 日宣布 2019 冠狀病毒病已構成全球大流行；而鑑於歐洲爆發 2019 冠狀病毒病個案，香港特區政府保安局於 2020 年 3 月 13 日向包括法國在內的歐洲神根地區國家發出紅色外遊警示。投訴委員會認為這兩個警示遠較世衛在 2020 年 1 月 30 日發出的「國際關注的突發公共衛生事件」聲明更為廣泛接受。由於涉案保單繕發時法國只有 12 宗確診個案，因此投訴委員會不相信冼先生在旅程出發時能夠預測到法國政府將會實施限制措施，並對有關情況是否應被視為「已知狀況」存疑。

投訴委員會的裁決

投訴委員會裁定冼先生得直，可獲約 10,500 港元的「行程中斷」保障賠償。

投訴委員會的意見

大部分旅遊保單均會就受保人因受保風險而需提早返回香港提供「縮短旅程」或「行程中斷」保障。然而，有關保單一般附設不保事項條款，豁免保障在購買保單前已經存在或可以預期會發生的事件而造成的損失。在決定某事件是否屬已知事項／情況時，投訴委員會通常會研究個案的具體情況、所收集的數據，以及受保人在投保時是否能夠預見結果。

Case 11 個案

Excluded Items
不保事項

Essence of Complaint:
Cognitive Impairment

投訴爭議點：
認知障礙

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

Teresa was hit by an electric scooter at high speed and was severely injured. She was sent to a public hospital and was diagnosed as suffering from head injury with left frontal contusion and subarachnoid hemorrhage, right occipital and temporal fracture. Her condition deteriorated and had undergone emergency left frontal craniotomy for clot evacuation. At the request of her daughter, Teresa was transferred to a private hospital one month later for further management.

Teresa stayed in the private hospital for more than two months to receive various examinations/ investigations and related treatments. The total hospital expenses incurred was nearly HK$1.15 million, of which HK$130,000 related to the charges for cognitive assessment/training by a clinical psychologist. The insurer offered cashless arrangement with the hospital and settled all the hospital expenses incurred except for the expenses incurred for cognitive training. The insurer indicated that cognitive impairment was explicitly excluded under Teresa's hospitalization policy.

投訴內容

杜女士被電動滑板車高速撞到受重傷，被送往公立醫院，診斷結果為頭部受傷、左額挫傷、蛛網膜下腔出血、右枕骨和顳骨骨折。她的病情惡化，接受了緊急左額開顱手術以清除血塊。一個月後，杜女士的女兒要求把杜女士轉送到私家醫院接受進一步治療。

杜女士在私家醫院留院兩個多月，接受各項檢查／調查及相關治療，總住院費用接近 115 萬港元，其中 13 萬港元涉及由臨床心理學家進行的認知評估／訓練費用。保險公司提供住院免找數安排，除了涉及認知訓練的費用外，直接向醫院支付了其他所有住院費用，保險公司指杜女士的住院保單清楚列明不會承保與認知障礙相關的費用。

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Case 11

Findings of the Complaints Panel

It is stipulated in the "Exclusions" provisions that "the policy does not cover any confinement, treatment, surgery or charges relating to or caused directly or indirectly, wholly or partly, by… any mental, behavioural, psychiatric or psychological disorder, including but not limited to anxiety, anorexia, depression, stress, fatigue, or psychiatric complications of physical disorders, cognitive impairment…"

The Complaints Panel noted from the cognitive assessment report that Teresa was found having cognitive decline and mood changes when compared to her premorbid state. She was suggested to continue psychotherapy for her post-traumatic stress disorder and adjustment difficulty. Teresa's attending doctor also confirmed that the part of brain injured most in her head trauma was the left frontal lobe, which entailed cognitive impairment. She would not have demonstrated such a good recovery without the appropriate treatment for the cognitive impairment. After engaging the clinical psychologist in the treatment, Teresa had showed significant improvement in cognitive function which in turn was conductive to the recovery of other disabilities.

Based on the above, the Complaints Panel believed that there was an urgent medical need for Teresa to receive cognitive training and the result was satisfactory and conductive to the recovery of her other disabilities. As her cognitive impairment was caused by severe head injury rather than resulted from mental, behavioural, psychiatric or psychological disorder, the Complaints Panel considered that the aforesaid policy exclusion should not be applicable in her case.

Ruling of the Complaints Panel

The Complaints Panel decided to award the case and resolved that the insurer should settle the medical expenses of HK$130,000 relating to Teresa's cognitive training/treatment.

Message from the Complaints Panel

It is common that most hospitalization policies exclude loss directly or indirectly caused by mental, behavioural, psychiatric and psychological disorder. In handling disputes of such nature, the Complaints Panel cautiously considers the factor(s) leading to such psychiatric or psychological condition.

投訴委員會的調查結果

保單不保事項條款訂明：「本保單不承保任何直接或間接，全部或部分由……任何與精神、行為或心理有關的疾病或精神病，包括（但不限於）焦慮、厭食、抑鬱、緊張、疲勞或由身體疾病引致的精神病併發症、認知障礙……造成之住院、治療、手術或其他收費。」

投訴委員會從認知評估報告中得悉，與病前狀態相比，杜女士被發現有認知能力下降及情緒變化，獲建議繼續對她的創傷後壓力症候群及適應困難進行心理治療。杜女士的主診醫生也證實，她在是次頭部外傷中腦部受創傷最嚴重的部位是左額葉，故導致她出現認知障礙。如果沒有適當的認知障礙治療，她不會有如此良好的康復進度，在接受臨床心理學家的治療後，杜女士的認知功能有了顯著改善，這反過來有助她其他傷患的康復。

綜合上述各項，投訴委員會認為杜女士有急切醫療需要接受認知訓練，而結果令人滿意，更對她其他傷患的康復進度有利。由於她的認知障礙是因為頭部嚴重受傷導致，而非由精神、行為、心理有關的疾病或精神病引起，投訴委員會因此認為有關保單不保事項條款不適用於她的個案。

投訴委員會的裁決

投訴委員會裁定此個案得直，保險公司需就杜女士接受認知訓練／治療的相關醫療費用作出130,000 港元的賠償。

投訴委員會的意見

大多數住院保單均不會承保因精神、行為、精神疾患及心理障礙直接或間接造成的損失。在處理此類糾紛時，投訴委員會會謹慎考慮導致有關精神或心理狀況的因素。

Case 12 個案

Excluded Items
不保事項

Essence of Complaint:

Pre-existing Condition
(Autism Spectrum Disorder)

Type of Insurance:

Critical Illness

投訴爭議點：

投保前已存在病症（自閉症譜系障礙）

保險類別：

危疾保險

The Complaint

Mr Chan effected a critical illness policy for his daughter, Betty, who was 22 months old at that time. Betty was assessed to have developmental delay, autism spectrum disorder (ASD) and suspected sensory problem three months later. Mr Chan then submitted a claim to the insurer for juvenile critical illness benefit (autism).

The insurer noted that Mr Chan looked for psychological service and assessment for Betty two weeks after the policy was effected. According to the information provided by Mr Chan, Betty had a lack of eye contact and social interaction at the age of about 1.5 years old. She gave no response when her parents called her name and could only say simple words.

Given that Betty had already exhibited symptoms of ASD prior to the policy application, the insurer declined the critical illness claim based on the "pre-existing condition" exclusion.

投訴內容

陳先生為當時 22 個月大的女兒投保危疾保險。三個月後，陳小朋友被評估患有發育遲緩、自閉症譜系障礙和疑似感官問題。陳先生隨後就兒童危疾保障（自閉症）向保險公司提出索償。

保險公司得悉陳先生在保單生效兩星期後為女兒尋找心理服務和評估。根據陳先生提供的資料，女兒在大約歲半時被發現欠缺眼神交流和社交互動，當父母叫她的名字時，她沒有回應，且只能說簡單的語句。

由於陳小朋友在投保前已出現自閉症譜系障礙的症狀，保險公司遂根據「之前已存在病症」的不保事項條款，拒絕作出危疾賠償。

個案
Case 12

Findings of the Complaints Panel

It is stated in the policy provisions that "pre-existing condition" means "any injury, illness, condition or symptom for which the insured person has had or is receiving treatment or sought medical advice or which originated or was known to exist by the insured person prior to the inception of cover…"

Having duly studied all available information, the Complaints Panel was convinced that Betty's symptoms of ASD were identified and known to exist when she was about 1.5 years old. Given that she had already exhibited symptoms relating to ASD prior to policy inception, the Complaints Panel agreed with the insurer that her case fell within the "pre-existing condition" exclusion.

Ruling of the Complaints Panel

The Complaints Panel endorsed the insurer's decision in declining the critical illness claim of HK$200,000 submitted by Mr Chan.

Message from the Complaints Panel

"Pre-existing Conditions" are commonly found in most medical and hospitalization policies to exclude injuries, sicknesses or conditions which occur, exist or present signs or symptoms 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, sickness or condition occurred earlier than the policy effective date, or whether the signs or symptoms of the illness or condition existed before the policy is effected.

投訴委員會的調查結果

保單條款訂明：「之前已存在病症」是指「於受保人的保單正式生效前，已患有、正接受治療、已就醫、已發病或受保人已知的任何身體損傷、疾病、身體狀況或病徵……」

經充分考慮所有資料後，投訴委員會相信陳小朋友的自閉症譜系障礙症狀在她約歲半時已呈現並已知存在。由於她在保單生效前已出現與自閉症相關的症狀，投訴委員會遂同意保險公司指她的病況屬「之前已存在病狀」，屬保單的不保事項。

投訴委員會的裁決

投訴委員會支持保險公司不予向陳先生作出危疾賠償的決定，涉及金額 200,000 港元。

投訴委員會的意見

大部分的醫療及住院保單均載有「投保前已存在病症」條款，豁免保障於保單生效前已發生、存在、顯現病徵或症狀的傷患、疾病或身體狀況。在審理這些個案時，投訴委員會非常重視是否有充分證據，證明有關傷患、疾病或身體狀況在保單生效前已經出現，或病症或身體狀況的病徵或症狀於保單生效前已存在。

Case 13 個案

Excluded Items
不保事項

Essence of Complaint:
Pre-existing Condition
(Nasopharyngeal Cancer)

投訴爭議點：
投保前已存在病症（鼻咽癌）

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

Nick took out a medical policy with the insurer. He was not required to declare any health information in the policy application form. One year later, he suffered from shortness of breath and was admitted to a private hospital. The diagnoses were pericardial effusion, pulmonary embolism, cardiac tamponade, stroke, severe chest infection and nasopharyngeal cancer (NPC). He later developed progressive respiratory failure likely due to severe pneumonia and passed away in hospital after being confined for 40 days. The primary cause of his death was chest infection and the contributing factors included NPC, pulmonary embolism and pericardial effusion.

During claims investigation, the insurer found that Nick was diagnosed with NPC three years ago and had received concurrent chemotherapy treatment. The insurer thus treated his NPC as a pre-existing condition which was not covered under the policy. Given that the computed tomography pulmonary angiogram showed possibility of lung metastases of cancer and that Nick's medical conditions of pericardial effusion, pulmonary embolism and stoke diagnosed during his confinement were correlated to or complications of his NPC or lung metastases of cancer, the insurer refused to honour the hospitalization claim on the grounds of "pre-existing condition" exclusion.

Nick's wife appealed against the claim decision and provided various medical reports from Nick's attending physicians to support the case. One doctor confirmed that Nick suffered from bilateral pleural effusion and massive pericardial effusion. Epstein-Barr encoding region test was negative which could not substantiate the diagnosis of metastatic NPC. He later developed pulmonary embolism, minor stroke and severe pneumonia, all of these conditions were not regarded as a direct cause of his NPC. Another doctor indicated that the aetiology of pulmonary embolism in Nick's case could be multifactorial, e.g. related to sepsis or underlying hereditary coagulopathy. There was insufficient evidence to conclude that the diagnosis of pulmonary embolism was directly related to his NPC history.

The insurer maintained its decision after having sought a second opinion from an oncology specialist who commented: (a) Nick had uncontrolled NPC recurrence with continuous treatment; (b) the direct cause of Nick's death was pneumonia which is a common complication of either direct disease involvement of the lung or airway, or as a result of treatment, either chemotherapy or radiography, which were both given during his latest confinement.

投訴內容

魏先生向保險公司投購醫療保單，他毋須在投保申請書上申報任何病歷資料。一年後，他因呼吸急促入住私家醫院，被確診患上心包膜積水、肺栓塞、心包填塞、中風、嚴重胸部感染及鼻咽癌。其後，魏先生可能因為感染嚴重肺炎而引致漸進性呼吸衰竭，並在住院 40 天後在醫院去世，主要死因為胸部感染，而其他促成因素包括鼻咽癌、肺栓塞和心包膜積水。

在調查索償期間，保險公司得悉魏先生在三年前被確診患上鼻咽癌，接受同步化療，保險公司因此認為他的鼻咽癌為投保前已存在疾病，屬保單的不保事項。由於肺動脈電腦斷層掃描顯示轉移性肺癌的可能性，而魏先生於住院期間被診斷患上的心包膜積水、肺栓塞和中風與他的鼻咽癌或轉移性肺癌相關或為相關病況的併發症，保險公司遂以「已存

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Case 13

在的情況」為理由，不予作出住院賠償。

魏先生的妻子對索賠決定提出上訴，並提供了魏先生的主診醫生們多份醫療報告作為支持文件。其中一位醫生證實魏先生患有雙側胸腔積液和大量心包膜積水，由於巴爾病毒編碼測試呈陰性，故不能確定轉移性鼻咽癌的診斷；他後來罹患肺栓塞、輕微中風和重症肺炎，所有病況均不是因鼻咽癌直接導致。另一位醫生則表示，魏先生的肺栓塞成因可能涉及多項因素，例如與敗血症或潛在遺傳性凝血病有關，現時沒有足夠證據證明他的肺栓塞與其鼻咽癌病史有直接關係。

保險公司向腫瘤科專家尋求第二意見後，決定維持原來決定，該專家指：(1) 魏先生在持續治療中出現不受控的鼻咽癌復發；(2) 導致魏先生死亡的直接原因為肺炎，屬肺部或氣管直接受感染的常見併發症，或是他最近住院進行的化療或放射性治療的結果。

Findings of the Complaints Panel

It is stated in the policy provisions that "pre-existing condition" means "any medical condition which during the five years preceding the policy date: (1) has been diagnosed; or (2) for which the insured has received medication, advice or treatment; or (3) which the insured reasonably has known about based on the insurer's appointed medical doctor's opinion; or (4) for which the insured has experienced symptoms even if the insured has not consulted a medical practitioner." Furthermore, there is a clause stipulating that "no benefit will be payable for treatment of any pre-existing condition including associated medical conditions… The insurer will assess a medical condition associated with a pre-existing condition as a pre-existing condition. The insurer will determine that a medical condition is associated with a pre-existing condition when this pre-existing condition is recognized either by the insured's treating doctor and the insurer's appointed medical doctor in the concerned medical area, as a risk factor, or if it is directly or indirectly related to such medical condition…"

The Complaints Panel agreed that Nick's NPC was a pre-existing condition. However, having duly studied the opinions given by Nick's attending physicians, there was no concrete evidence to prove beyond doubt that his pulmonary embolism and cardiac tamponade were complications of his NPC. Given that Nick's attending doctors should be in a better position to comment on his condition, the Complaints Panel tended to rely more on their opinions and was thus convinced that Nick's aforesaid medical conditions were not resulted from his NPC.

Ruling of the Complaints Panel

The Complaints Panel ruled that the insurer should make a partially reimbursement to Nick's wife in respect of the medical expenses incurred by Nick for pulmonary embolism and cardiac tamponade, amounting to around HK$380,000.

Message from the Complaints Panel

In determining whether or not one medical condition is associated with or correlated to another illness or disease, the Complaints Panel tends to rely on the opinions given by the attending doctors.

投訴委員會的調查結果

有關醫療保單的條款訂明：「已存在的情況」是指「任何病症於保單日期之前五年：(1) 已被確診；(2) 受保人已服食藥物、接受意見或治療；(3) 根據保險公司委任的醫生的意見，受保人理應已知悉；或 (4) 即使受保人沒有向醫生診療，受保人已出現有關症狀」。此外，保單另有條款訂明：「保險公司將不承保任何已存在的情況（包括相關的病症）的治療……保險公司會將與已存在的情況相關的病症，視作已存在的情況，若受保人的主診醫生及保險公司委任有關醫療範疇的醫生認定有關已存在的情況屬風險因素或直接或間接與該病症有關，保險公司將會確定有關病症與已存在的情況有關……」

投訴委員會同意魏先生的鼻咽癌屬已存在的情況，然而，經仔細審閱魏先生主診醫生們的意見後，認為沒有具體證據可以毫無疑點地證明他的肺栓塞和心包填塞是鼻咽癌的併發症。由於魏先生的主診醫生們應該更適合就魏先生的病情提出意見，投訴委員會因此傾向依賴他們的意見，相信魏先生的相關病況並非由他的鼻咽癌所導致的。

投訴委員會的裁決

投訴委員會裁定，保險公司應向魏先生的妻子承擔部分賠償，包括魏先生因肺栓塞及心包填塞引致的醫療費用，涉及金額約 380,000 港元。

投訴委員會的意見

投訴委員會在決定某醫療狀況是否與另一種疾病或病況相關或有關聯時，會傾向倚重主診醫生的意見。

Case 14 個案

Amount of Indemnity
賠償金額

Essence of Complaint:
Reasonable and Customary Charges

投訴爭議點：
合理及慣常收費

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

Fred consulted Dr Ma for multiple viral warts over his forehead, bilateral periorbital region, nose, cheeks, chin, mandibular and neck regions which he first discovered two months ago. He then received cryosurgery to remove the viral warts at Dr Ma's clinic. The total medical expenses incurred was HK$70,000, comprising of HK$67,000 surgeon's fee and HK$3,000 operating theatre fee.

According to the Schedule of Surgical Operations under the policy, the surgical class for "cauterization of skin lesion with electricity or cryosurgery" was minor. The insurer also made reference to the list of private services in Hospital Authority (HA) which stated that "cauterization of warts on skin" was classified as Minor I operation and the related fees (including surgeon fee, administration of anaesthetics, medicines used in operation and operating theatre expenses) ranged from HK$6,070 to HK$12,750. Having further reviewed its internal claims statistics and the survey conducted by the industry, the insurer considered that the fees charged by Dr Ma had exceeded the usual charges level for similar treatment. It therefore applied the reasonable and customary (R&C) charges clause in Fred's case and allowed an admissible amount of HK$25,500. An amount of HK$10,500 was settled after deducting an annual deductible amount of HK$15,000.

Fred subsequently provided the insurer with a letter from Dr Ma to appeal against its decision. Dr Ma indicated that there were about 350 viral warts over all the affected regions and it took about 2.5 hours to finish the surgical procedure. The fee was charged according to the number and the depth of the warts, as well as the operation duration. However, the insurer maintained its claim decision.

投訴內容

樊先生兩個月前發現前額、雙眼眶周圍、鼻子、臉頰、下巴、下頜骨和頸部出現多發性病毒疣，遂向馬醫生求診，並於其診所接受冷凍手術以切除病毒疣，總費用為 70,000 港元，當中 67,000 港元屬外科醫生費用，3,000 港元則為手術室費用。

根據有關保單的「外科手術表」顯示，「治療皮膚病變的電灼或冷凍術」的手術類別為小型手術。保險公司參考了醫院管理局（醫管局）有關私家醫療服務項目的收費，其中列明「皮膚疣電灼治療」屬於第一類小型手術，相關費用（包括：外科醫生費、麻醉師費、手術中使用的藥物及手術室費用）介乎 6,070 港元至 12,750 港元。保險公司進一步檢視其內部索償統計及保險業界的醫療費調查統計後，認為馬醫生的收費已超出同類治療的一般收費範圍的水平，故在樊先生的索償個案引用「合理和慣常收費」條款，同意作出 25,500 港元的賠償。保險公司最終在扣除 15,000 港元的年度自負額後，向樊先生賠償 10,500 港元。

樊先生其後向保險公司上訴，並轉交了馬醫生的信函。馬醫生表示，樊先生於受感染的部位有約 350 粒疣，手術需約兩個半小時才完成；他的收費乃根據疣的數量和深度，以及手術所需的時間。然而，保險公司維持其原來的索賠決定。

個案
Case 14

Findings of the Complaints Panel

It is stipulated in the policy provisions that "R&C charges" mean "charges for treatment, procedure, supplies or other medical services which do not exceed the general level of charges at the location of similar treatment, procedure, supplies or other medical services to individuals of the same sex and comparable age, for a similar disease or injury. The insurer will base the calculation of R&C charges on a combination of the following (if applicable): (a) the gazette issued by the Hong Kong government which sets out the fees for the private patient services in public hospitals in Hong Kong; (b) statistical information provided by local health authoritative body and information collected from medical specialists and surgeons practicing in the country or area where the treatment is received; (c) industrial medical fee survey; (d) the insurer's internal claims statistics and/or global experience; and (e) the extent or level of benefit insured."

The Complaints Panel noted that the insurer's offer of HK$25,500 was already a double of the top end of the range of HA's reference for similar operation. Having further studied the insurer's internal records for claims involving warts removal, as well as the severity and complexity of the procedure, the Complaints Panel concurred that the insurer's claim assessment was fair and appropriate and in accordance with the terms and conditions as stipulated in the policy.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of the insurer and agreed with its claim offer.

Message from the Complaints Panel

R&C charges clause aims to prevent potential abuse of overcharging of medical fees and to control costs for the ultimate benefit of the insuring public. In reviewing disputes involving R&C charges, the Complaints Panel usually makes reference to the information available in local medical authorities, private hospitals and surgeons, as well as industry claims statistics and insurers' internal claims experience etc.

投訴委員會的調查結果

保單條款訂明：「合理及慣常收費」是指「治療、手術、供應物或其他醫療服務的收費，但該收費不超過為同性別及相約年齡的人士提供有關類似的治療、手術、供應物或其他醫療服務的地區的一般收費水平。保險公司會按以下（如適用）的一個組合來計算合理及慣常收費：(a) 由香港政府憲報就香港公立醫院為私家病人提供醫療服務所定的收費；(b) 由當地衛生主管機構提供的統計資料及向在接受該治療的國家或地區的醫療專家及外科醫生收集的資料；(c) 保險業內醫療費調查報告；(d) 保險公司內部索償統計及／或保險公司的環球理賠經驗；及 (e) 受保之保險賠償範圍及保障級別。」

投訴委員會認為，保險公司提出的 25,500 港元賠償建議已是醫管局就同類手術的參考收費的範圍上限的兩倍。經進一步審閱保險公司有關病毒疣切除的內部索賠紀錄，以及手術的嚴重性及複雜程度，投訴委員會同意保險公司的理賠決定公平和適當，並符合保單所訂的條款及條件。

投訴委員會的裁決

投訴委員會裁定保險公司向樊先生作出的賠償建議合理。

投訴委員會的意見

「合理及慣常收費」條款旨在剔除濫收醫療費用的潛在風險，以及控制成本，從而維護投保大眾的整體利益。在審理涉及「合理及慣常收費」的糾紛時，投訴委員會一般會參考當地醫療機構、私家醫院和外科醫生提供的資料，以及業界的索償統計數據和保險公司的內部理賠經驗等。

ICB always believes that claims disputes can be best resolved by way of conciliation. The existing claims handling procedures provide an opportunity for insurers to settle disputes without having to refer them to the Complaints Panel for adjudication. The referral of cases to the Honorary Secretaries for assessment is an important and critical part of the process. In many cases, insurers alter their positions after taking due consideration of the opinions of the Honorary Secretaries who are seasoned and experienced insurance professionals.

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

個案 Case 15

Mutual Settlement
雙方和解

Essence of Complaint:
Facts influencing underwriting decision

投訴爭議點：
影響承保決定的事實

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

Lucy was admitted to a private hospital for surgical procedures six months after she had effected a hospitalization policy with the insurer in May 2019. She was diagnosed as suffering from lipoma and fibroadenoma of left breast.

Upon claims investigation, the insurer found that Lucy had consulted for right breast pain and gastritis in December 2017 and March 2019 respectively. As she did not disclose the aforesaid medical information in the policy application form, the insurer declined her hospitalization claim for material non-disclosure.

投訴內容

盧女士於 2019 年 5 月向保險公司投購住院保單，六個月後，她入住私家醫院接受外科手術，診斷結果為左乳脂肪瘤和纖維腺瘤。

在處理索償期間，保險公司發現盧女士曾分別於 2017 年 12 月及 2019 年 3 月因右乳房疼痛及胃炎求診。由於盧女士沒有在投保申請書上披露有關資料，保險公司遂以她沒有披露重要事實為理由，拒絕她的住院索償申請。

個案
Case 15

Brief Facts

According to the records of a government clinic, Lucy palpated a mass in her right breast for one week and she consulted for right breast pain in December 2017. Upon physical examination, there was no mass and no tenderness noted. She also attended once in March 2019 for epigastric pain with nausea. Medications were given.

The insurer insisted that the non-disclosed information would have affected its underwriting decision. Should such medical history be disclosed, it would not have issued the policy at its original terms and conditions. It proposed to offer Lucy a continuous hospital coverage with exclusion imposed for gastritis and both breasts. As Lucy did not accept the offer, the insurer declined the hospitalization claim and rescinded the policy.

Comments of the Honorary Secretaries

The case was referred to three Honorary Secretaries for comments. All of them believed that the extra exclusions imposed by the insurer was not reasonable. Furthermore, they considered that there was no clear evidence of material non-disclosure in the case. As regards Lucy's right breast pain, the Honorary Secretaries noted that she had given birth to a baby in July 2017. She consulted the government clinic in December 2017 for right breast pain but no mass was noted upon physical examination. She was then discharged without treatment or follow up plan. Same for her gastritis, she only attended a one-off consultation and no follow up was required. The attending physician also documented that her symptoms almost subsided at the time of consultation.

Feedback of the Insurer

The opinions of the Honorary Secretaries were relayed to the insurer which subsequently agreed to settle Lucy's hospitalization claim for around HK$60,000, as well as to revoke its decision to rescind the aforesaid policy.

基本資料

根據政府診所的紀錄，盧女士於 2017 年 12 月因右乳房疼痛求診，並觸診右乳房有腫塊約一星期；經檢查後未有發現腫塊，也無壓痛。此外，她於 2019 年 3 月因上腹痛及噁心求診，獲發藥物治療。

保險公司指出沒有披露的資料會影響其承保決定，假如盧女士於投保時披露有關資料，該公司便不會按其原來的條款和條件繕發有關保單。保險公司其後向盧女士提出維持住院保單繼續生效的建議，但必須於保單內附加豁免保障胃炎和雙側乳房的條款。由於盧女士拒絕接受有關建議，保險公司遂不予作出住院賠償，並撤銷保單。

名譽顧問的意見

個案轉交三位名譽顧問審閱，他們一致認為保險公司建議於保單內附加額外不保事項條款並不合理，而他們亦不同意現時有明確證據顯示盧女士沒有披露重要事實。有關盧女士右乳房疼痛一事，名譽顧問得悉她於 2017 年 7 月誕下嬰兒，於 2017 年 12 月因右乳房疼痛向政府診所求診，惟體檢沒有發現腫塊，毋須接受治療，也沒有覆診安排。與胃炎一樣，盧女士只曾因有關病況求診一次，也毋須跟進，主診醫生的紀錄亦指出她在求診時，相關症狀已幾乎消退。

保險公司的回應

保險公司考慮名譽顧問的意見後，同意向盧女士作出 60,000 港元的住院賠償，並撤回撤銷有關保單的決定。

個案 Case 16

Mutual Settlement
雙方和解

Essence of Complaint:
Surgical Excision of Covered Benign Tumour

投訴爭議點：
手術切除受保良性腫瘤

Type of Insurance:
Critical Illness

保險類別：
危疾保險

The Complaint

Gigi suffered from abdominal pain for a few days. She consulted a general practitioner and was diagnosed with uterine fibroids as revealed by magnetic resonance imaging (MRI). She was subsequently admitted to a private hospital for open myomectomy of uterine fibroids. Histopathology report confirmed that the uterine fibroids showed features of leiomyomata and adenomyosis. There was no evidence of malignancy.

As the uterine fibroids did not show definite and significant malignant potential, the insurer refused Gigi's claim for "Surgical Excision of Covered Benign Tumour" under the Benign Tumour Extra Benefit of her critical illness policy.

投訴內容

朱女士因持續腹痛多天向普通科醫生求診，接受磁力共振檢查，結果顯示子宮肌瘤。她其後入住私家醫院進行開腹子宮肌瘤切除，組織病理學報告證實子宮肌瘤呈平滑肌瘤及子宮腺肌症的特徵，未有證據顯示屬惡性腫瘤。

由於有關子宮肌瘤未有顯示明確及顯著的惡性潛在可能，保險公司拒絕了朱女士就危疾保單內「良性腫瘤額外保障」而提出的「手術切除受保良性腫瘤」索償申請。

Case 16 個案

Brief Facts

According to the Benign Tumour Extra Benefit, if an insured undergoes a surgical excision of Covered Benign Tumour by a specialist, the insurer will pay… the Benign Tumour Extra Benefit which is equal to 15% of the initial sum insured. It is stated in the policy provisions that "Surgical Excision of Covered Benign Tumour" means "an actual undergoing of a complete surgical excision of a solid tumour and such tumour is excised specifically for the purpose of ruling out cancer and is confirmed by histopathological examination in writing by a specialist as a non-cancerous benign tumour of the following organs: adrenal gland; bone; breast; kidney; liver; lung; nerve in cranium or spine; ovary; pancreas; pituitary gland; testis; or uterus. The decision for excision of tumour must be recommended by writing by a specialist which the tumour is considered to have a definite and significant malignant potential according to appropriate medical criteria after full and appropriate investigations and must be in accordance with accepted medical protocols and based on clinical, imaging and any histopathological evidence… Where there is any doubt about the indication for a complete excision, the insurer reserves the right to obtain an independent opinion from a specialist… Solid tumour means an abnormal mass of tissue, which is not a cyst and generally does not contain liquid."

It was stated in the MRI report that "uterus was enlarged due to multiple T2W hypointense masses, likely fibroids… one of them showed intense contrast enhancement and follow up was recommended to exclude more aggressive lesion". Furthermore, Gigi's attending doctor confirmed that the largest fibroid measured 12 cm in diameter and in view of the large tumour size, malignancy could not be excluded. She thus recommended removal of the tumour.

Comments of the Honorary Secretaries

The case was referred to three Honorary Secretaries. Having reviewed all the available information, two Honorary Secretaries considered that the grounds for the insurer in declining the claim was not strong as Gigi's attending physician had confirmed in writing that she recommended to excise the uterine tumour as malignancy could not be ruled out due to its large size. She also indicated in the claim form that Gigi's condition fulfilled the definition of "Surgical Excision of Covered Benign Tumour" in the policy.

Feedback of the Insurer

Having duly considered the opinions of the Honorary Secretaries, the insurer agreed to revise its previous claim decision and settled Gigi's critical illness claim for "Surgical Excision of Covered Benign Tumour" amounting to HK$80,000 under the Benign Tumour Extra benefit.

基本資料

「良性腫瘤額外保障」訂明：若受保人接受由專科醫生進行的手術切除受保良性腫瘤，保險公司將支付……良性腫瘤額外保障，相等於原有投保額的百分之十五。另保單條款訂明：「手術切除受保良性腫瘤」指「特別為檢測是否癌症而實際進行手術完全切除硬瘤，該硬瘤其後被專科醫生以組織病理學檢查診斷為患上以下器官之非癌症良性腫瘤：腎上腺、骨、乳房、腎臟、肝臟、肺、顱內神經或脊神經、卵巢、胰臟、腦垂體、睾丸或子宮。切除腫瘤的決定必須由專科醫生以書面建議，而該腫瘤須根據恰當的醫學標準，透過全面且合適的檢測證明其具有明確和顯著的惡性潛在可能，而有關腫瘤切除手術須基於臨床、造影及任何組織病理學證據……若保險公司對完全切除該腫瘤之建議有任何疑問，保險公司保留獲取專科醫生獨立意見的權利……硬瘤是指一般不含液體或囊腫的異常腫塊。」

磁力共振檢查報告顯示子宮增大，有多個 T2W 低信號，可能是肌瘤……其中一個出現強烈對比度增強，建議作進一步跟進以排除更具侵襲性的病變。此外，朱女士的主診醫生證實最大的肌瘤直徑為 12 厘米，由於腫瘤體積較大，不能排除屬惡性，因此建議切除。

名譽顧問的意見

個案轉交三位名譽顧問審閱，其中兩位在審閱相關資料後，認為保險公司拒絕賠償的理據不夠充分，因為朱女士的主診醫生已書面確認有關子宮腫瘤體積較大，且不能排除屬惡性腫瘤的可能性，故建議切除；而她在索償表格中亦指出朱女士的情況符合保單內「手術切除受保良性腫瘤」的定義。

保險公司的回應

經充分考慮名譽顧問的意見後，保險公司同意改變原來的拒賠決定，並按「良性腫瘤額外保障」向朱女士作出「手術切除受保良性腫瘤」的危疾賠償，涉及金額 80,000 港元。

Financial Statements
財務報表
01/01/2021 - 31/12/2021

Independent auditor's report to the members of The Insurance Complaints Bureau

(Incorporated in Hong Kong and limited by guarantee)

Opinion

We have audited the financial statements of The Insurance Complaints Bureau ("the ICB") set out on pages 64 to 71, which comprise the statement of financial position as at 31 December 2021, the statement of comprehensive income and the cash flow statement for the year then ended and notes to the financial statements.

In our opinion, the financial statements give a true and fair view of the financial position of the ICB as at 31 December 2021 and of its financial performance and its cash flows for the year then ended in accordance with Hong Kong Financial Reporting Standards ("HKFRSs") issued by the Hong Kong Institute of Certified Public Accountants ("HKICPA") and have been properly prepared in compliance with the Hong Kong Companies Ordinance.

Basis for opinion

We conducted our audit in accordance with Hong Kong Standards on Auditing ("HKSAs") issued by the HKICPA. Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the financial statements* section of our report. We are independent of the ICB in accordance with the HKICPA's *Code of Ethics for Professional Accountants* ("the Code") and we have fulfilled our other ethical responsibilities in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Information other than the financial statements and auditor's report thereon

The members of the General Committee of the ICB are responsible for the other information. The other information obtained at the date of this auditor's report is the Report of the General Committee, other than the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed on the other information obtained prior to the date of this auditor's report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of the members of the General Committee for the financial statements

The members of the General Committee are responsible for the preparation of the financial statements that give a true and fair view in accordance with HKFRSs issued by the HKICPA and the Hong Kong Companies Ordinance and for such internal control as the members of the General Committee determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the members of the General Committee are responsible for assessing the ICB's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the ICB or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. This report is made solely to you, as a body, in accordance with section 405 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.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with HKSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with HKSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions,

misrepresentations or the override of internal control.

- Obtain an understanding of internal control relevant to the audit 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 ICB's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the members of the General Committee.

- Conclude on the appropriateness of the members of the General Committee's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the ICB's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the ICB to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

KPMG
Certified Public Accountants
Honorary Auditor
Hong Kong, 31 March 2022

Statement of financial position as at 31 December 2021

(Expressed in Hong Kong dollars)

	Note	2021	2020
		$	$
Current assets			
Prepayments and receivables		436,836	320,182
Cash and cash equivalents	4	3,006,229	2,488,774
Total current assets		3,443,065	2,808,956
Current liabilities			
Tax payable		10,315	14,946
Accounts payable		167,065	85,000
Subscriptions received in advance		2,129,000	1,885,000
Total current liabilities		2,306,380	1,984,946
Net assets		1,136,685	824,010
Accumulated surplus		1,136,685	824,010

Approved and authorised for issue by the General Committee on 31 March 2022

Pamela Chan Wong Shui	Edward Moncreiffe
Chairman	Member

The notes on pages 67 to 71 form part of these financial statements.

Statement of comprehensive income for the year ended 31 December 2021

(Expressed in Hong Kong dollars)

	Note	2021 $	2020 $
Income			
Subscriptions		2,999,000	2,995,000
Case fee		635,000	645,000
Interest income		44	36
		3,634,044	3,640,036
Expenditure			
Administration fees charged by the HKFI	5	3,178,000	3,348,692
Printing and stationery		4,250	3,050
Liability insurance		32,940	32,239
Professional fees		800	-
Web-site fees		8,160	6,171
Sundry expenses		80,009	45,046
		3,304,159	3,435,198
Surplus for the year before taxation		329,885	204,838
Profits tax expense	7	(17,210)	(14,946)
Surplus and total comprehensive income for the year		312,675	189,892

Since the only movement in reserves is the surplus for the year, no statement of changes in reserves is provided.

The notes on pages 67 to 71 form part of these financial statements.

Cash flow statement
for the year ended 31 December 2021

(Expressed in Hong Kong dollars)

	Note	2021 $	2020 $
Cash flows from operating activities			
Surplus for the year before taxation		329,885	204,838
Interest income		(44)	(36)
Increase/(decrease) in accounts payable		82,065	(109,000)
Increase in prepayments and other receivables		(116,654)	(301,260)
Increase/(decrease) in subscriptions received in advance		244,000	(174,000)
		539,252	(379,458)
Hong Kong profits tax (paid)/recovered		(21,841)	125
Net cash inflow generated from/(used in) operating activities		517,411	(379,333)
Cash flows from investing activities			
Interest received		44	36
Net cash inflow generated from investing activities		44	36
Net increase/(decrease) in cash and cash equivalents		517,455	(379,297)
Cash and cash equivalents at the beginning of the year		2,488,774	2,868,071
Cash and cash equivalents at the end of the year	4	3,006,229	2,488,774

The notes on pages 67 to 71 form part of these financial statements.

Notes to the financial statements

(Expressed in Hong Kong dollars)

1 Legal status

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

It is a compulsory requirement for all life and general insurers who carry out personal insurance business to become members. The ICB's principal activities are to receive complaints relating to claims and non-claims made in connection with or arising out of Personal Insurance Contracts with any members and to facilitate the satisfaction, settlement or withdrawal of such complaints, disputes or claims.

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) Statement of compliance

These financial statements have been prepared in accordance with Hong Kong Financial Reporting Standards ("HKFRSs"), which collective term includes all applicable individual Hong Kong Financial Reporting Standards, Hong Kong Accounting Standards ("HKASs") and Interpretations issued by the Hong Kong Institute of Certified Public Accountants ("HKICPA"), accounting principles generally accepted in Hong Kong and the requirements of the Hong Kong Companies Ordinance.

(b) Basis of preparation

These financial statements have been prepared under the historical cost convention, and are presented in Hong Kong dollars, which is the functional currency of the ICB.

The preparation of financial statements in conformity with HKFRSs requires management to make judgements, estimates and assumptions that affect the application of policies and reported amounts of assets, liabilities, income and expenses.

The HKICPA has issued a number of new HKFRSs and amendments to HKFRSs that are first effective for the current accounting period of the ICB.

None of these developments have had a material effect on how the ICB's results and financial position for the current or prior periods have been prepared or presented. The ICB has not applied any new standards or interpretation that is not effective for the current accounting period (see note 9).

A summary of the significant accounting policies adopted by the ICB is set out below.

(c) Revenue recognition

Revenue is measured at the fair value of the consideration received or receivable. Provided that it is probable that the economic benefits will flow to the ICB and the revenue and costs, if applicable, can be measured reliably, revenue is recognised in the statement of profit or loss and other comprehensive income as follows:

(i) Subscriptions are recognised as income in the accounting period to which the subscription relates which is the calendar year commencing on 1 January each year. That portion of fees received during the year which relates to future accounting periods is carried forward in the statement of financial position as subscriptions received in advance.

(ii) Case fee is recognised when service is provided.

(iii) Interest income is recognised 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 and other short-term highly liquid investments with original maturities of three months or less.

(e) Income tax

Income tax for the year comprises current tax which is recognised in the statement of comprehensive income.

Current tax is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at the end of the reporting period, and any adjustment to tax payable in respect of previous years.

(f) Related parties

(1) A person, or a close member of that person's family, is related to the ICB if that person:
   (i) has control or joint control over the ICB;
   (ii) has significant influence over the ICB; or
   (iii) is a member of the key management personnel of the ICB.

(2) An entity is related to the ICB if any of the following conditions applies:
   (i) The entity and the ICB are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others).
   (ii) One entity is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity is a member).

(iii) Both entities are joint ventures of the same third party.

(iv) One entity is a joint venture of a third entity and the other entity is an associate of the third entity.

(v) The entity is a post-employment benefit plan for the benefit of employees of either the ICB or an entity related to the ICB.

(vi) The entity is controlled or jointly controlled by a person identified in (1); or

(vii) A person identified in (1)(i) has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity).

(viii) The entity, or any member of a group of which it is a part, provides key management personnel services to the ICB.

Close members of the family of a person are those family members who may be expected to influence, or be influenced by, that person in their dealings with the entity.

3 Financial risk management

Exposure to credit, liquidity and interest rate risks arises in the normal course of the ICB's operations.

The ICB's exposure to these risks and the financial risk management policies and practices used by the ICB to manage these risks are described below:

(a) Credit risk

The ICB's credit risk is primarily attributable to cash and cash equivalents. Cash and cash equivalents are deposited with a reputable and creditworthy bank. The ICB considers there is a minimal risk associated with the deposit balances held by the bank.

(b) Liquidity risk

The ICB's policy is to regularly monitor its liquidity requirements, to ensure that it maintains sufficient reserves of cash to meet its liquidity requirements in the short and longer term.

In order to meet its liquidity requirements, subscriptions are collected in advance each year.

(c) Interest rate risk

The ICB is exposed to interest rate risk only to the extent that it earns interest on deposits placed with banks which bear interest at market rates. The ICB considers its exposure to interest rate risk to be low.

4 Cash and cash equivalents

Cash and cash equivalents include current and savings accounts held at call with banks.

5 Administration fee charged by the HKFI

The HKFI provides management and administrative services to the ICB. The fees charged cover salaries, administration support and office accommodation. The fees are based on actual salary cost and the remaining fees are based on the allocated cost by headcount. The HKFI is regarded as a related party.

6 Auditors' remuneration

The auditors' remuneration of the ICB is nil and on an honorary basis for both years ended 31 December 2021 and 2020.

7 Taxation

Hong Kong Profits Tax has been provided at the rate of 8.25% (2020: 8.25%) on the estimated assessable profit for the year. 100% of the 2020/21 profits tax is waived subject to a ceiling of $10,000 for the Company (2020: nil).

(a) Taxation in the statement of profit or loss and other comprehensive income represents:

	2021	2020
	$	$
Current tax - Hong Kong Profits Tax		
Provision for the year	27,211	14,946
Over-provision in respect of prior years	(10,001)	
	17,210	14,946

(b) Reconciliation between tax expense and the surplus at applicable tax rates:

	2021	2020
	$	$
Surplus/(deficit) before tax	329,885	204,838
Notional tax on surplus before taxation, calculated at the tax rate of 8.25% (2020: 8.25%)	27,215	16,899
Tax effect of non-taxable income	(4)	(3)
Tax effect of unused tax loss not recognised	-	-
Over provision in prior years	(10,001)	(1,950)
Tax expense	17,210	14,946

7 General Committee members' emoluments

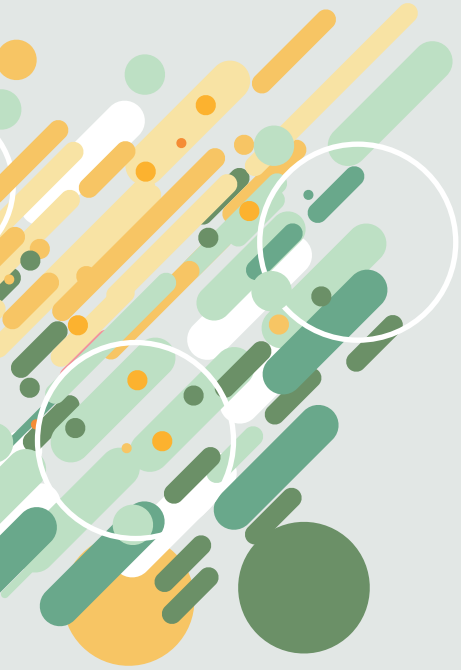
During the years ended 31 December 2021 and 2020, no amounts have been paid in respect of General Committee members' emoluments, pensions or for any compensation in respect of services provided by the General Committee members.

8 Possible impact of amendments and new standards issued but not yet effective for the year ended 31 December 2021

Up to the date of issue of these financial statements, the HKICPA has issued a number of amendments, and new standard which are not yet effective for the year ended 31 December 2021 and which have not been adopted in these financial statements. These developments include the following which may be relevant to the ICB.

	Effective for accounting periods beginning on or after
Annual Improvements to HKFRSs 2018-2020 Cycle	1 January 2022
Amendments to HKAS 1, *Classification of Liabilities as Current or Non-current*	1 January 2023
Amendments to HKAS 1 and HKFRS Practice Statement 2, *Disclosure of accounting policies*	1 January 2023
Amendments to HKAS 8, *Definition of accounting estimates*	1 January 2023
Amendments to HKAS 12, *Deferred tax related to assets and liabilities arising from a single transaction*	1 January 2023

The ICB has concluded that the adoption of these amendments is unlikely to have a significant impact on the ICB's financial statements.



The Insurance Complaints Bureau

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