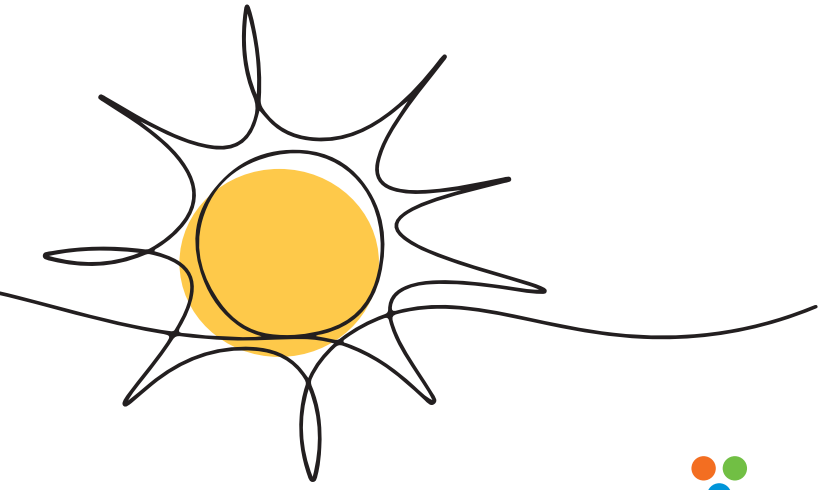
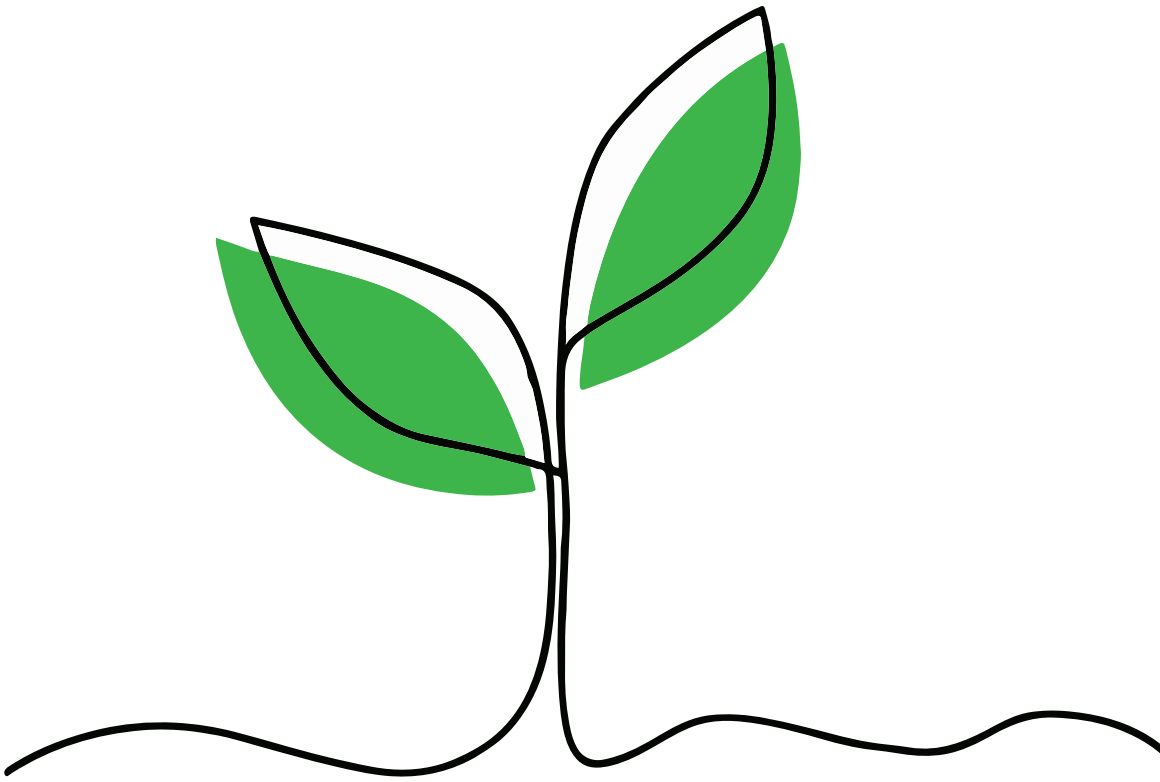


The Insurance Complaints Bureau
保險投訴局



Annual Report
年報 2022-2023

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ICB

Statement of the Chairperson
主席報告

29/04/2022 - 28/04/2023

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

I am delighted to see our everyday life and the society gradually resuming normalcy after a tough battle with Covid-19 for the past three years.

香港經歷過去三年的艱苦抗疫後，喜見社會及日常生活開始逐漸回復正常，實在深感欣喜。

In 2022, the Insurance Complaints Bureau (ICB) received 607 new cases, which was an about 18.6% increase when compared with the 2021 figure. 379 cases were closed, of which 79% of the claim-related complaints were completed within six months (as compared to 82% in 2021). As the world emerges from the pandemic, along with the revival of our community following the removal of social and travel restrictions, we expect that the number of complaints received will continue to increase in 2023.

在 2022 年，保險投訴局（投訴局）共收到 607 宗新投訴個案，較 2021 年增加 18.6%。共 379 宗投訴個案已審結，其中 79% 的索償相關的投訴個案在 6 個月內完成（比較 2021 年的百分比為 82%）。隨著全球疫情的影響逐漸減弱，經濟活動在社交及旅遊限制取消後逐步復甦，預期在 2023 年收到的投訴數字將會持續上升。

Membership and Board Governance

ICB provides a cost-effective and expeditious alternative avenue for policyholders of personal insurance contracts and/or their beneficiaries to resolve insurance disputes with their insurers,

會員及理事會管治

投訴局為個人保單持有人及／或其受益人提供具成本效益且快捷的投訴途徑，協助解決他們與保險公司之間的保險糾紛，讓他們毋

without having to go through onerous, lengthy and costly legal proceedings. Our services are free of charge to consumers.

須經歷繁瑣、冗長及昂貴的法律訴訟程序。投訴局的服務是免費提供予消費者的。

As at 28 April 2023, ICB had 110 Member Insurers, comprising 100 Full Members and 10 Affiliate Members.

截至 2023 年 4 月 28 日，投訴局共有 110 間會員公司，其中 100 間為基本會員，而 10 間為附屬會員。

ICB is governed by the General Committee consisting of a non-industry independent Chairperson and eight committee members, out of which four are non-insurance industry related professionals — Ms Linda K P So, Mr Herbert H K Tsoi, Mr Paul F Winkelmann and Prof Paul S F Yip — and four industry professionals — Mr Eric K K Hui, Mr Mike S C Lee, Ms Orchis T L Li and Ms Winnie C S Wong.

投訴局由理事會管治，成員包括非保險業界的獨立主席和 8 位理事，當中 4 位為非業界的專業人士—蘇家碧女士、蔡克剛先生、衛皓民先生和葉兆輝教授；以及其他 4 位為業內專業人士—許金桂先生、李少川先生、李紫蘭女士和黃子遜女士。

Revenue Source

收入來源

ICB is funded by two sources: 1) a flat annual membership subscription contributed by all Member Insurers and 2) a Case Fee (first introduced in 2020) payable by Member Insurers for each complaint case in excess of a prescribed threshold.

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；以及 2）於 2020 年開始實施的個案費，即會員公司就超出指定個案數量以外的每宗個案所需繳交的費用。

In 2022, Case Fee was charged to 8 Member Insurers. The number of cases lodged against these Member Insurers accounted for about 64% of all relevant cases received in 2022.

在 2022 年，投訴局共向 8 間會員公司收取了個案費。針對這些會員公司的投訴個案，佔全年所有相關投訴個案約 64%。

The current funding mechanism is still viable, fair and simple. More importantly, it fulfils our initial idea for restructuring the funding model according to the "user pays" principle. We will continue to monitor this model to ensure it remains fair and robust.

現時的收費機制仍然行之有效、公平和簡單。更重要的是，它實現了當初決定重組收費模式的理念，按「用者自付」原則的方式收費。我們將繼續檢視有關收費機制，以確保公平及穩健。

Handling of Complaints

處理投訴

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

索償相關的投訴個案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調解方式處理，投訴局備存《調解員名錄》，為相關個案提供調解服務。

The Complaints Panel

The Complaints Panel provides independent and impartial adjudication of claims disputes between insurers and policyholders or their beneficiaries. 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 the 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 2022, ICB processed 359 claim-related complaints, of which 58 cases (16%) were adjudicated by the Complaints Panel. 13 cases were ruled in favour of the complainants while the insurers' decisions were upheld in the other 45 cases, with one case being recommended for *ex-gratia* payment. Together with the 75 cases settled directly through efforts of the Secretariat, the total settlement amount was around HKD8.16 million.

Honorary Secretaries

Honorary Secretaries play 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 three 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.

投訴委員會

投訴委員會為保單持有人或其受益人與保險公司之間的索償糾紛，提供獨立和公正的裁決。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，兩位非業界的委員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）轄下壽險總會的代表李紫蘭女士和保聯轄下一般保險總會的代表丘振雄先生。投訴委員會的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，而投訴委員會的裁決並不會影響他們的法律權益。

在 2022 年，投訴局共審結了 359 宗與索償相關的投訴個案，當中 58 宗（16%）交由投訴委員會審理，投訴委員會裁定 13 宗個案的投訴人得直，其餘 45 宗則認同保險公司的決定，並就其中一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而達成和解的 75 宗個案，總賠償金額約 816 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 (24 from the general business and 22 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 21 qualified mediators on the ICB List of Mediators to provide mediation service on non-claim related insurance disputes.

Cases referred by Insurance Authority

ICB entered into a Memorandum of Understanding (MoU) with Insurance Authority (IA) on 1 November 2021 aiming to expedite the handling of claims-related disputes. Under the MoU, IA will refer complaint cases to ICB for handling if the complaints are within the terms of reference of ICB and consents are provided by the complainants. From 1 November 2021 till the end of 2022, we received 130 referrals of claims complaints from IA, of which 113 cases were closed.

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.

投訴局現時有 46 位名譽顧問，當中 24 位從事一般保險業務及 22 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，謹此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，投訴局的《調解員名錄》上，共有 21 位調解員可就非索償相關的保險糾紛提供調解服務。

由保險業監管局轉介的個案

投訴局於 2021 年 11 月 1 日與保險業監管局簽訂了備忘錄，旨在加快處理索償相關的投訴個案。根據備忘錄的條款，若投訴個案符合投訴局的職權範圍，並獲投訴人同意，保監局會把投訴個案轉交投訴局處理。由 2021 年 11 月至 2022 年底，投訴局共收到 130 宗由保監局轉介的索償相關投訴個案，當中 113 宗已經結案。

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，感謝他們過去一年為投訴局不辭勞苦地審理投訴個案和所作出的卓越貢獻。

際此向所有名譽顧問致謝，感謝他們慷慨地奉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。

ICB would not have been able to accomplish its missions and tasks so smoothly without the wise counsel of my fellow General Committee Members. A special vote of thanks is due to Dr C K Lo, who resigned from the General Committee on 2 April 2023, for his great contribution and support to the work of ICB in the past four years.

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 happiness everyday!

Dr Chan Wong Shui, Pamela, BBS, JP
Chairperson
28 April 2023

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。特別感謝於 2023 年 4 月 2 日辭任理事會理事職務的盧子健博士，在過去四年盡心竭力為投訴局服務、貢獻良多。

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，就投訴局秘書處及保聯所有職員在過去一年克盡厥職，致以謝忱。

衷心祝願大家身體健康！生活愉快！

主席

陳黃穗博士，銅紫荊星章，太平紳士
2023 年 4 月 28 日

ICB General Meeting on 6 December 2022
保險投訴局於 2022 年 12 月 6 日舉行會員大會

ICB Annual General Meeting on 28 April 2023
保險投訴局於 2023 年 4 月 28 日舉行週年會員大會

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

29/04/2022- 28/04/2023

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

Ms Linda K P So
蘇家碧女士

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

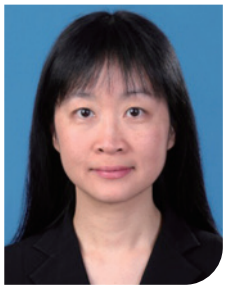
Mr Paul F Winkelmann
衛皓民先生

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



Ms Orchis T L Li
李紫蘭女士

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

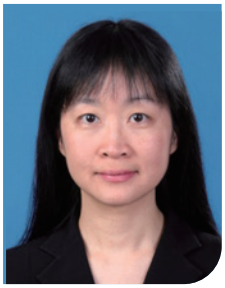
Chairman 主席

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 B W Chan, SBS, JP	陳炳煥先生 銀紫荊星章，太平紳士	Mr Peter K T Chung	鍾錦棠先生
		Mr C C Ho	何志聰先生
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 Wingyee Alderson

Ms Candy P L Au Yeung

Mr C K Chan

Ms Elaine S H Chan

Mr P L Chan

Ms Carmen K M Chau

Mr Zhaonan Chen

Mr Kevin Cheung

Ms Vivian L C Choi

Mr Andrew Y M Chow

Mr Stephen H M 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

Mr Lewis Y S Koh

Ms Julia C H Kwan

Mr Gary Kwok

Mr Dominic W K Lam, MH

Mr William Law

Ms Lydia Y L Lee

Ms Margie L M Lee

Mr W S Leung

名譽顧問

Wingyee Alderson 女士

歐陽佩玲女士 (Resigned on 29/07/2022 退任)

陳智高先生

陳秀荷女士

陳沛良先生

周家敏女士

陳照男先生

張子建先生

蔡靈芝女士

周耀明先生

朱向明先生 (Resigned on 01/03/2023 退任)

戴宏年先生

Hazel Etherington 女士 (Resigned on 01/08/2022 退任)

方向明先生

馮詠敏女士

Damien A Green 先生 (Resigned on 09/11/2022 退任)

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

柯意成先生

關靜嫻女士 (Resigned on 28/04/2022 退任)

郭暉先生

林偉權先生，榮譽勳章

羅偉廉先生

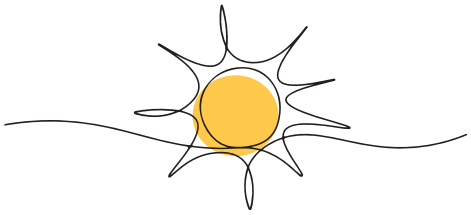
李英楠女士

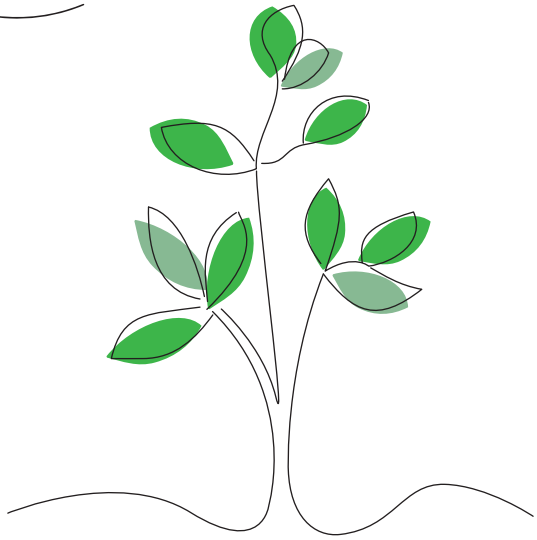
李麗明女士

梁偉深先生

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

Mr S K Li	李相健先生	
Mr Sam D S Lim	林德軒先生	
Mr Terry K W Lo	老建榮先生	
Mr Danny W L Ma	馬惠良先生	
Ms Teresa O W Ma	馬愛華女士	
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	（Resigned on 05/07/2022 退任）
Ms Maria W Y Pang	彭詠儀女士	
Mr Simon Pepper	Simon Pepper 先生	
Mr Jimmy W F Poon, MH	潘榮輝先生，榮譽勳章	
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	
Mr Vincent V C Tso	曹宏昌先生	
Mr Patrick C T Wan	尹志德先生	（Resigned on 26/08/2022 退任）
Mr T Y Wong	黃天佑先生	
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	
Dr K K Yau	邱家騏博士	
Ms Shirley S M Yau	邱少媚女士	
Mr Thomson W W Yeung	楊永華先生	（Resigned on 30/12/2022 退任）
Mr Thomas W L Yim	嚴維樂先生	
Mr Allan K N Yu	余健南先生	（Resigned on 10/10/2022 退任）
Ms Connie M Y Yuen	袁美艷女士	（Resigned on 05/07/2022 退任）





Members List
會員名錄

28/04/2023

Full Members

ABCI Insurance Co Ltd

Aetna Insurance (Hong Kong) Ltd

AIA Everest Life Co Ltd

AIA International Ltd

AIG Insurance Hong Kong Ltd

Allianz Global Corporate & Specialty SE, Hong Kong Branch

Allied World Assurance Co Ltd

Asia Insurance Co Ltd

Asia Pacific Property and Casualty Insurance Co Ltd, Hong Kong Branch

Assicurazioni Generali S.p.A.

Avo Insurance Co Ltd

AXA China Region Insurance Co (Bermuda) Ltd

AXA General Insurance Hong Kong Ltd

Bank of China Group Insurance Co Ltd

Berkley Insurance Co

Berkshire Hathaway Specialty Insurance Co

Blue Cross (Asia-Pacific) Insurance Ltd

基本會員

農銀國際保險有限公司

美國安泰保險（香港）有限公司

友邦隽峰人壽有限公司

友邦保險（國際）有限公司

美亞保險香港有限公司

安聯環球企業及專項保險 - 香港分公司

世聯保險有限公司

亞洲保險有限公司

亞太財產保險有限公司香港分公司

忠意保險有限公司

安我保險有限公司

安盛保險（百慕達）有限公司

安盛保險有限公司

中銀集團保險有限公司

Berkley Insurance Co

Berkshire Hathaway Specialty Insurance Co

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 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
Chubb Life Insurance Hong Kong Ltd	安達人壽保險香港有限公司
CIGNA Worldwide General Insurance Co Ltd	信諾環球保險有限公司
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

Members List
會員名錄

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
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
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

Members List
會員名錄

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
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
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 International Isle of Man Ltd	Utmost International Isle of Man Ltd
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

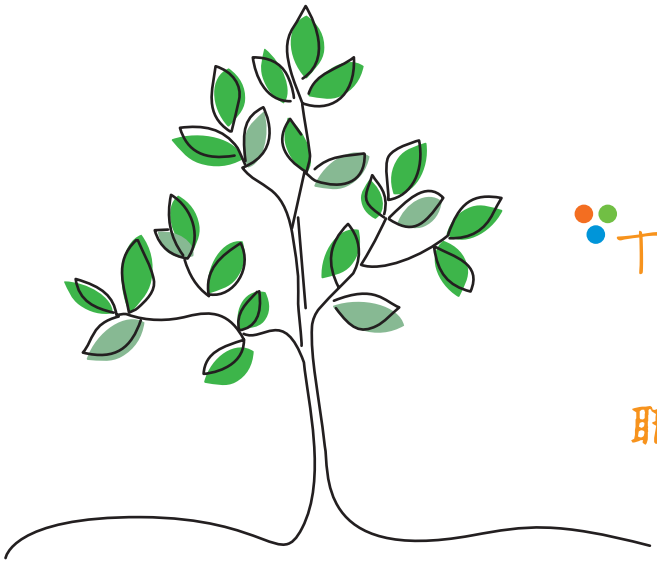
Members List
會員名錄

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

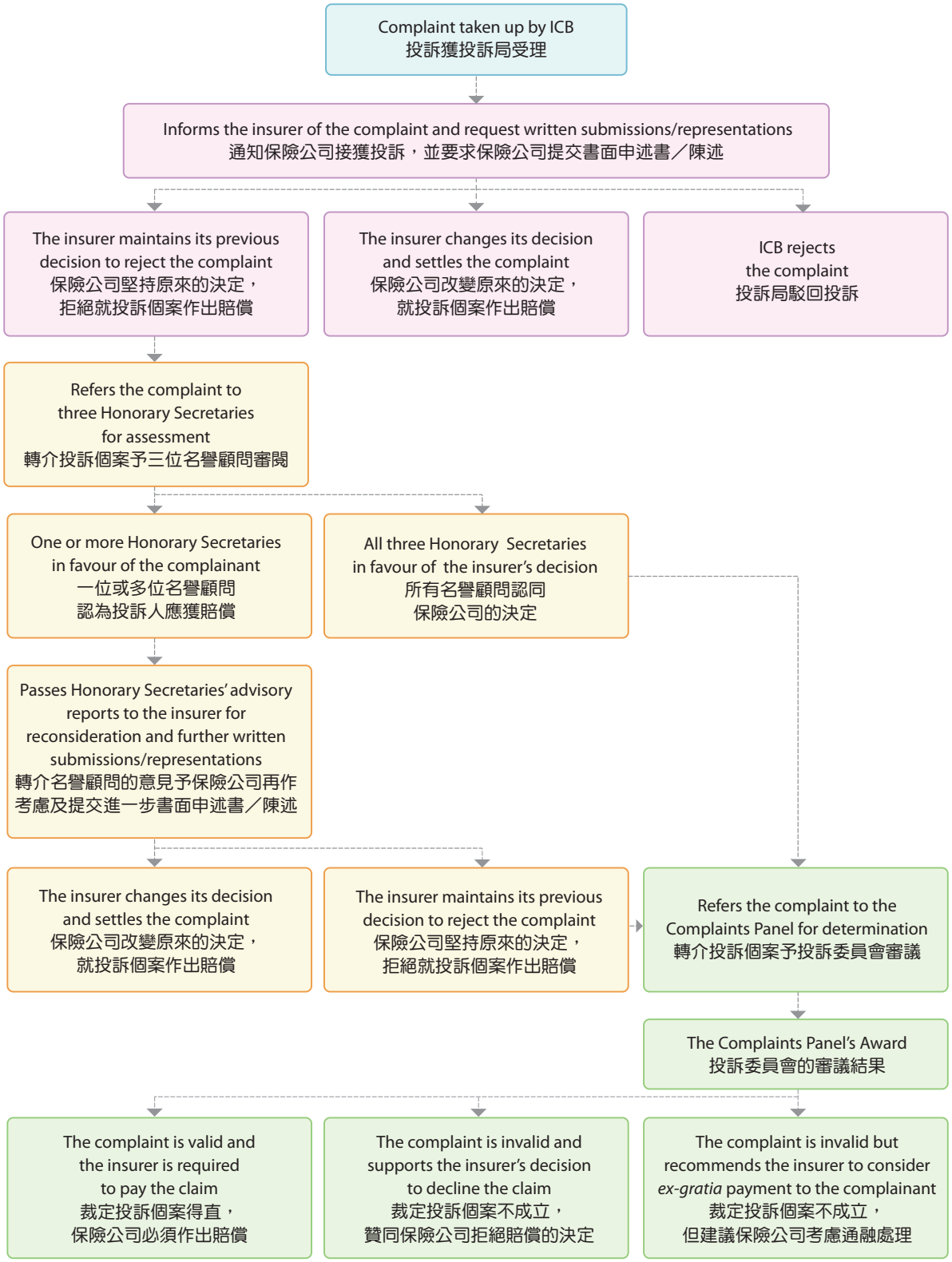
1. 投訴個案屬金錢性質。
2. 投訴個案的索償金額／爭議金額不超過120萬港元*。
3. 涉案保險公司屬投訴局會員。
4. 涉案保單為個人保險合約。
5. 投訴人必須為保單持有人、保單受益人、受保人或合法索償人。
6. 涉案保險公司已對索償／爭議作出最終決定。
7. 投訴人必須於接獲保險公司發出的最終決定的六個月內，向投訴局作出書面投訴。
8. 投訴個案不涉及工業、商業或第三者保險。
9. 投訴個案並非正在進行法律程序或仲裁。

非索償相關的投訴個案：

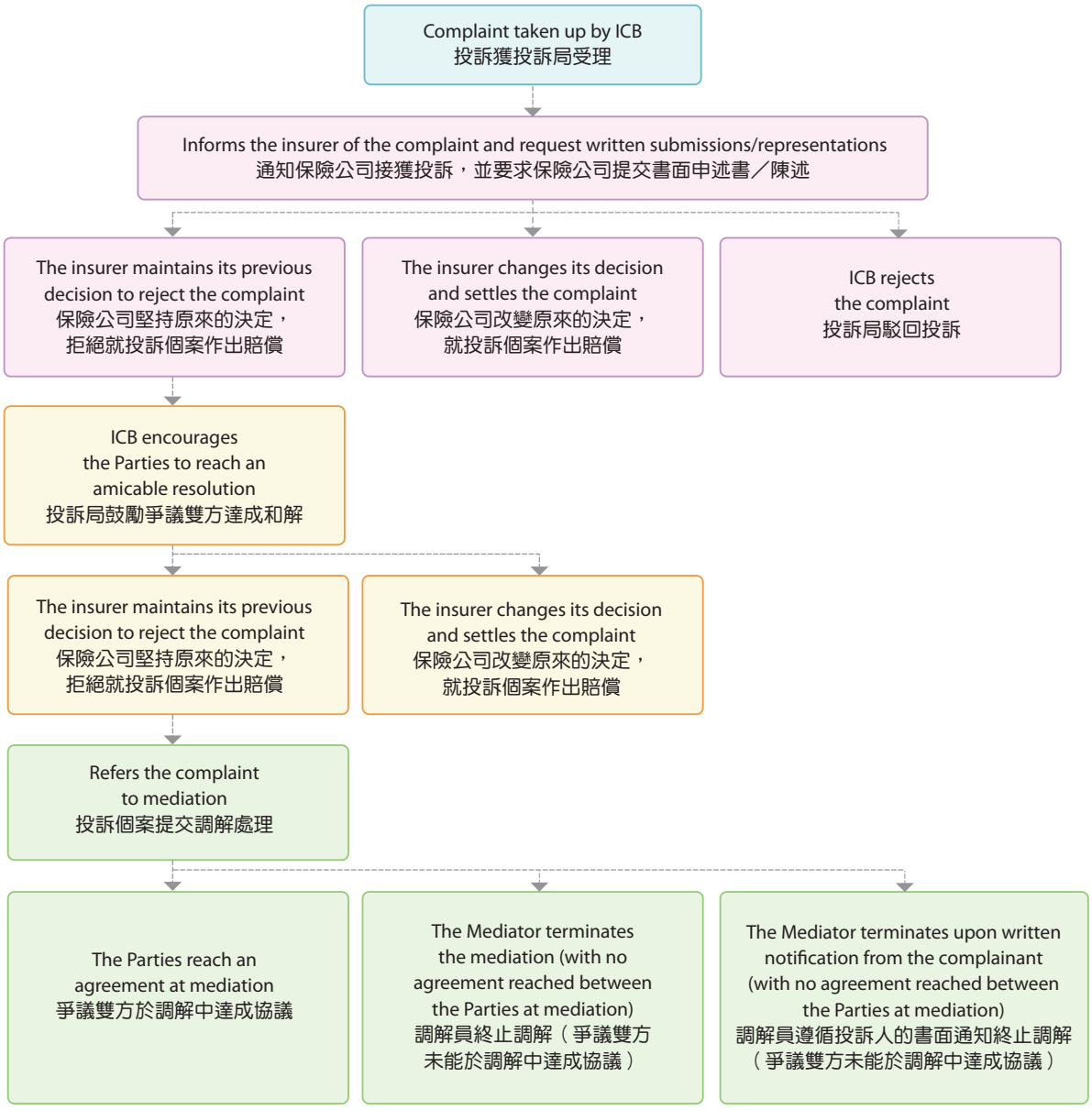
10. 投訴個案與保險公司的服務水平或核保決定無關。
11. 投訴個案並非關乎投資表現、費用水平、保費、收費或利率，但指稱涉及隱瞞、失實陳述、不正確施行、疏忽、違反任何法律責任或職責；或涉案的保險公司一方在行政上出錯除外。

* *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

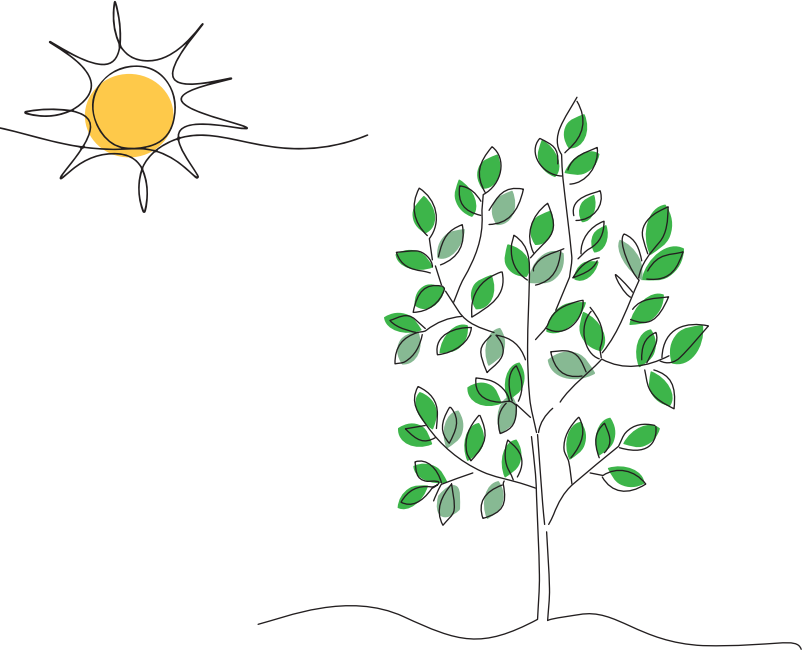


Processing of Non-claim related Complaints Flow Chart
處理非索償相關的投訴個案之流程圖



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

01/01/2022 - 31/12/2022

In 2022, ICB handled altogether 695 cases, of which 607 were new cases (about 18.6% increase compared with 512 in 2021) and 88 cases were brought forward from 2021. Out of these 695 cases, 216 were dismissed because they did not fall within the terms of reference of ICB. Of the remaining 479 cases, 379 cases were closed whilst the balance of 100 cases were carried forward to 2023.

投訴局於 2022 年共處理了 695 宗投訴個案，其中 607 宗屬新接獲的個案，比 2021 年的 512 宗上升約 18.6%，而 88 宗則是 2021 年度尚未審結的個案。在 695 宗已處理的投訴個案中，有 216 宗超出投訴局的職權範圍，至於其餘 479 宗受理個案中，有 379 宗已經審結，餘下的 100 宗尚未結案，須留待 2023 年處理。

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

	2018*	2019	2020	2021	2022
	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	148 (148/0)	127 (112/15)	92 (86/6)	95 (86/9)	88 (86/2)
Cases received 新接獲的個案	598 (535/63)	622 (455/167)	583 (444/139)	512 (402/110)	607 (501/106)
Cases handled 已處理的個案	746 (683/63)	749 (567/182)	675 (530/145)	607 (488/119)	695 (587/108)
Outside Terms of Reference 超逾職權範圍的個案	201 (157/44)	233 (120/113)	184 (95/89)	175 (105/70)	216 (137/79)
Cases closed 審結的個案	418 (414/4)	424 (361/63)	396 (349/47)	344 (297/47)	379 (359/20)
Cases carried forward 留待下年度處理的個案	127 (112/15)	92 (86/6)	95 (86/9)	88 (86/2)	100 (91/9)

* 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 359 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 types of policies of claim disputes in 2022 (see Figures 3 and 4).

Amongst the 359 claim-related cases closed, 75 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 164 cases and 62 cases were withdrawn by the claimants. The remaining 58 cases (16%) were referred to the Complaints Panel for deliberation (see Figure 5). The Complaints Panel ruled in favour of the complainants in 13 cases and upheld the insurer's decision in 45 cases. Amongst these 45 cases, the Complaints Panel recommended *ex-gratia* payment in one case and the recommendation was readily accepted by the insurer concerned (see Figure 6).

In dollar terms, 89 complainants received from insurers a total claims compensation of HK$8.16 million, of which HK$6.59 million was from mutual settlement and HK$1.57 million was from awards made by the Complaints Panel. The highest single case award was approximately HK$400,000.

Further analyses of the 359 claim-related cases closed in 2022 are detailed in Tables 2 and 3.

索償相關的投訴個案

359 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 2022 年引起最多索償糾紛的兩類保單分別是住院／醫療保險及人壽／危疾保險（見圖三及四）。

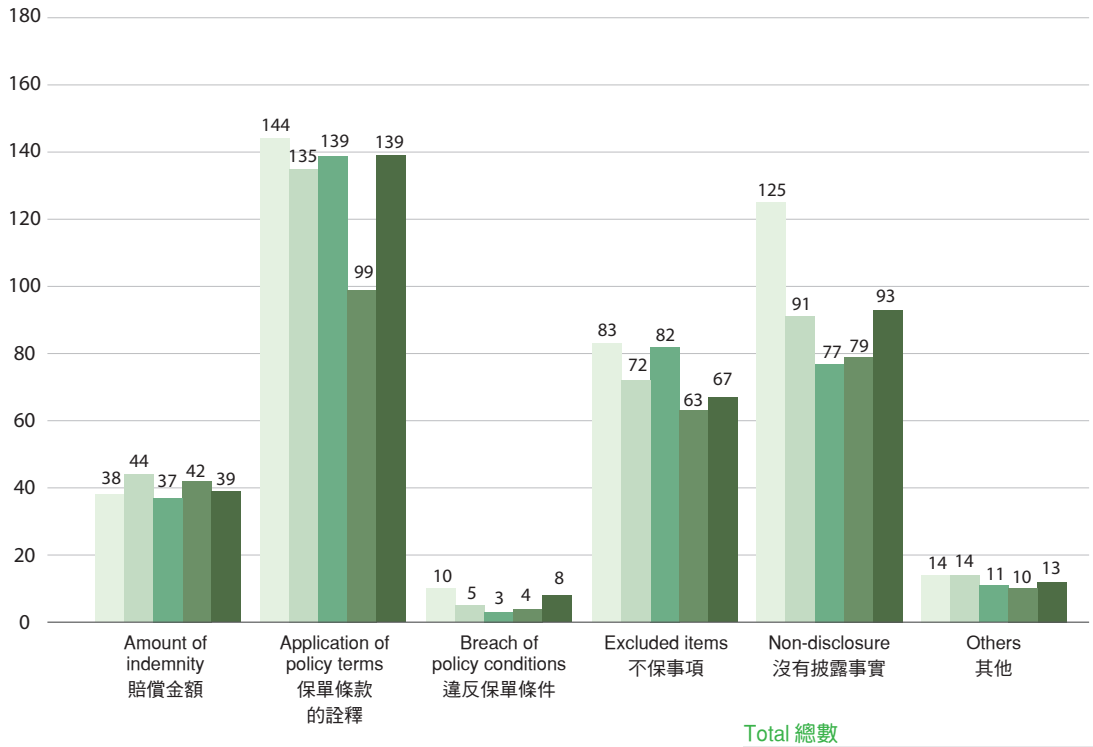
在 359 宗已審結的索償相關投訴個案中，有 75 宗個案在投訴局秘書處的調停下，保險公司與索償人雙方達成和解，毋須轉交投訴委員會處理。另有 164 宗個案的表面證據不成立，62 宗的索償人撤銷投訴，而餘下的 58 宗個案（16%）則交由投訴委員會審理（見圖五）。投訴委員會裁定 13 宗個案的投訴人得直而可獲賠償，而贊同保險公司的賠償決定的個案則有 45 宗，投訴委員會就其中一宗個案，建議保險公司通融處理，獲相關保險公司欣然接納（見圖六）。

若以金額計算，共有 89 位投訴人獲得保險公司賠償，涉及的賠償額高達 816 萬港元，當中包括雙方和解金額 659 萬港元及投訴委員會裁定得直個案的賠償額 157 萬港元，而單一宗得直個案的最高賠償額則約 40 萬港元。

至於 2022 年已審結的 359 宗索償相關的個案的進一步分析，請參看表二及表三。

Nature of Complaints Closed
結案投訴類別

Figure 1 圖一

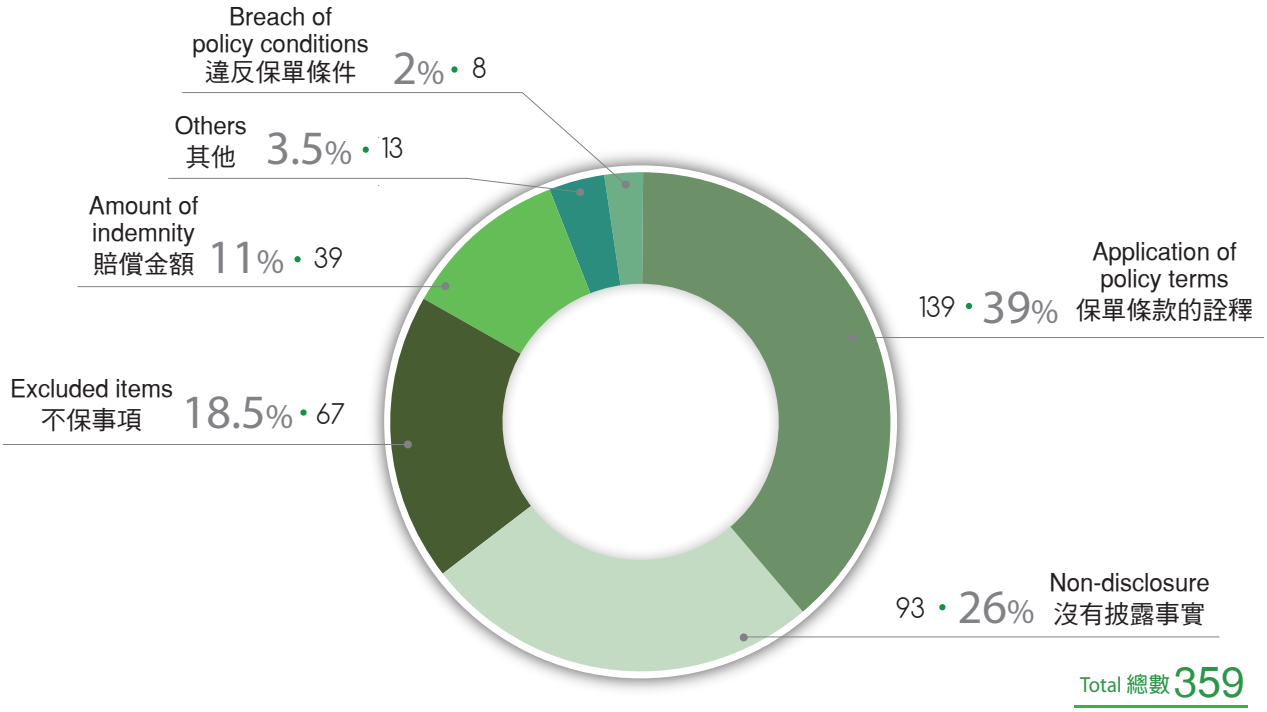


Total 總數

2018	2019	2020	2021	2022
414	361	349	297	359

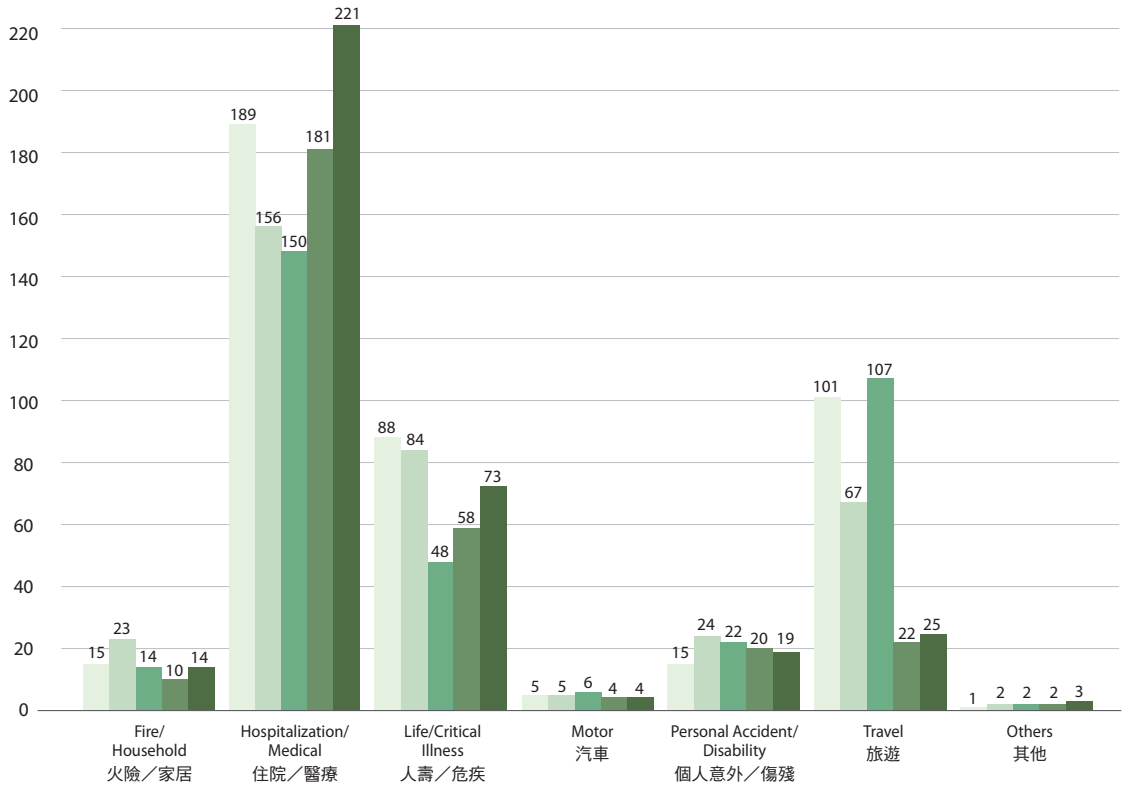
Nature of Complaints Closed in 2022
2022 年結案投訴類別

Figure 2 圖二



Types of Policies Closed
結案保單類別

Figure 3 圖三

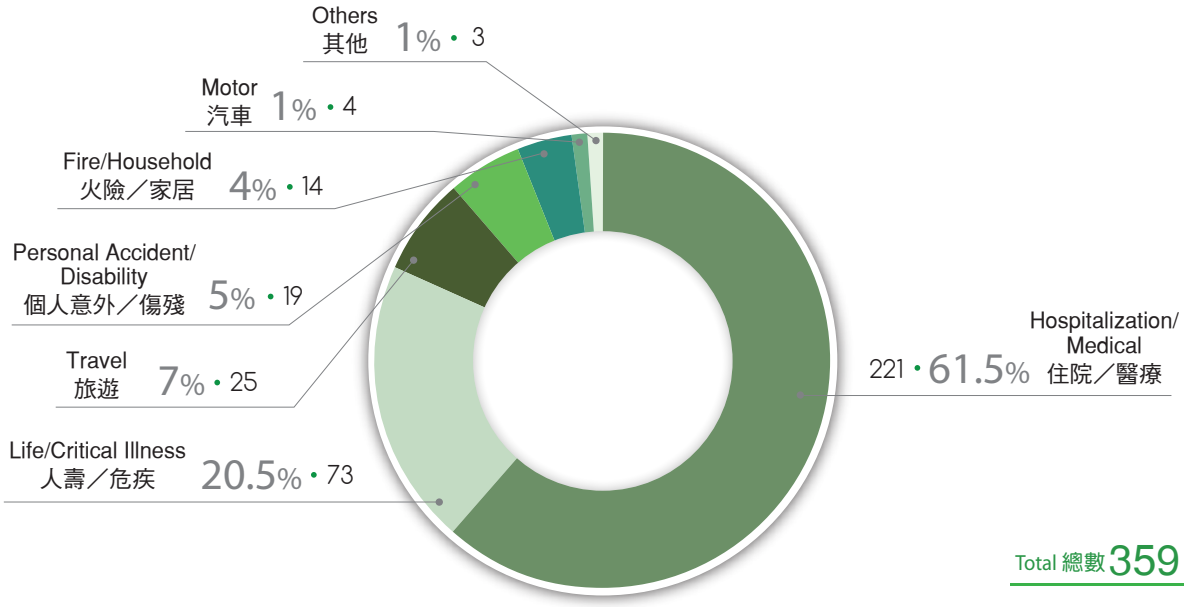


Total 總數

2018	2019	2020	2021	2022
414	361	349	297	359

Types of Policies Closed in 2022
2022 年結案保單類別

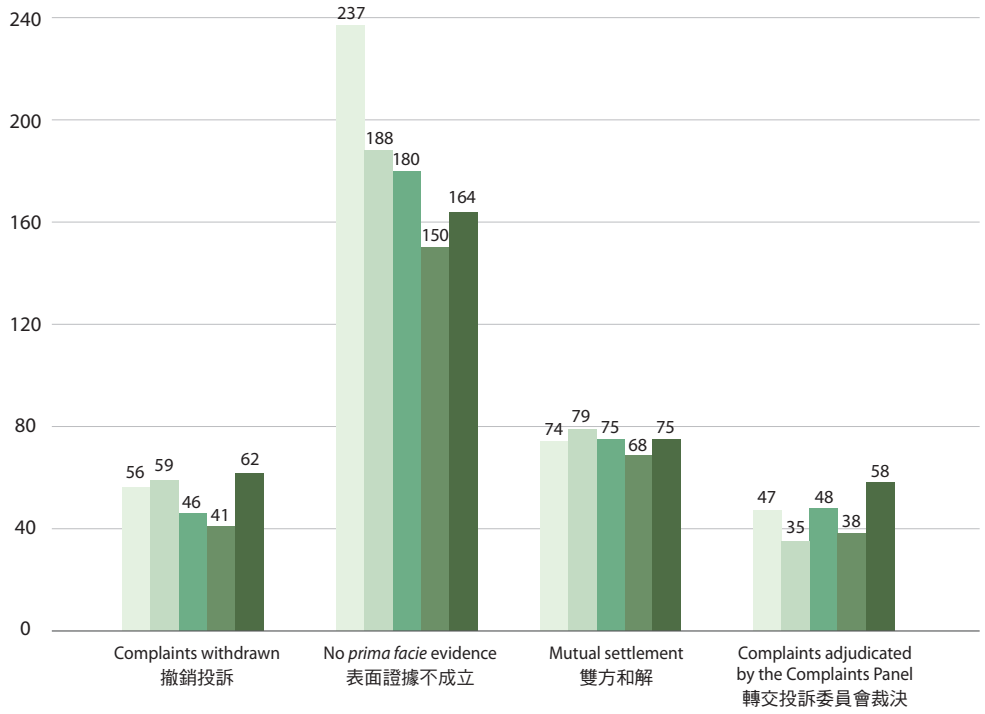
Figure 4 圖四



Total 總數 359

Outcome of Cases Closed
結案分類

Figure 5 圖五

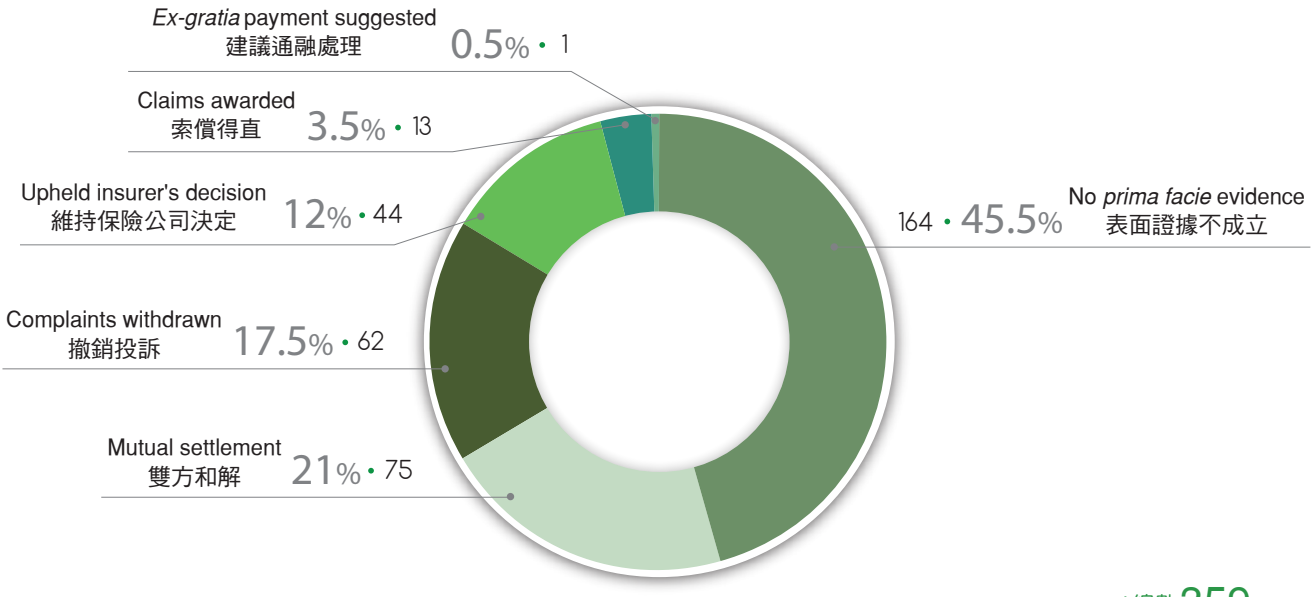


Total 總數

2018	2019	2020	2021	2022
414	361	349	297	359

Outcome of Cases Closed in 2022
2022 年結案分類

Figure 6 圖六



Total 總數 359

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

Table 2 表二

Types of policies 保單類別 / 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	4	25	5	1	1	2	1	**39**
Application of policy terms 保單條款的詮釋	5	83	31	0	9	11	0	**139**
Breach of policy conditions 違反保單條件	1	1	0	2	2	2	0	**8**
Excluded items 不保事項	4	44	4	1	3	9	2	**67**
Non-disclosure 沒有披露事實	0	64	27	0	2	0	0	**93**
Others 其他	0	4	6	0	2	1	0	**13**
Total 總數	**14**	**221**	**73**	**4**	**19**	**25**	**3**	**359**

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

Table 3 表三

Types of policies 保單類別 / 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	8	5	0	0	0	0	**13**
Ex-gratia payment suggested 建議通融處理	0	1	0	0	0	0	0	**1**
Mutual settlement 雙方和解	2	46	14	1	5	6	1	**75**
Upheld insurer's decision 維持保險公司決定	2	36	6	0	0	0	0	**44**
Complaints withdrawn 撤銷投訴	2	41	12	1	2	4	0	**62**
No *prima facie* evidence 表面證據不成立	8	89	36	2	12	15	2	**164**
Total 總數	**14**	**221**	**73**	**4**	**19**	**25**	**3**	**359**

Non-claim related Complaints

The 20 non-claim related cases closed in 2022 were related to contractual matters, operational issues, company policies, misrepresentation and policy returns (Figure 7). And life/critical illness policy constituted the largest type of policy of non-claim disputes (Figure 8).

Among the 20 non-claim related cases closed, 3 were mutually settled between the insurers and the complainants with the auspices of the ICB secretariat, amounting to around HK$8,200. No *prima facie* evidence was found in 9 cases and 8 cases were withdrawn by the claimants (Figure 9).

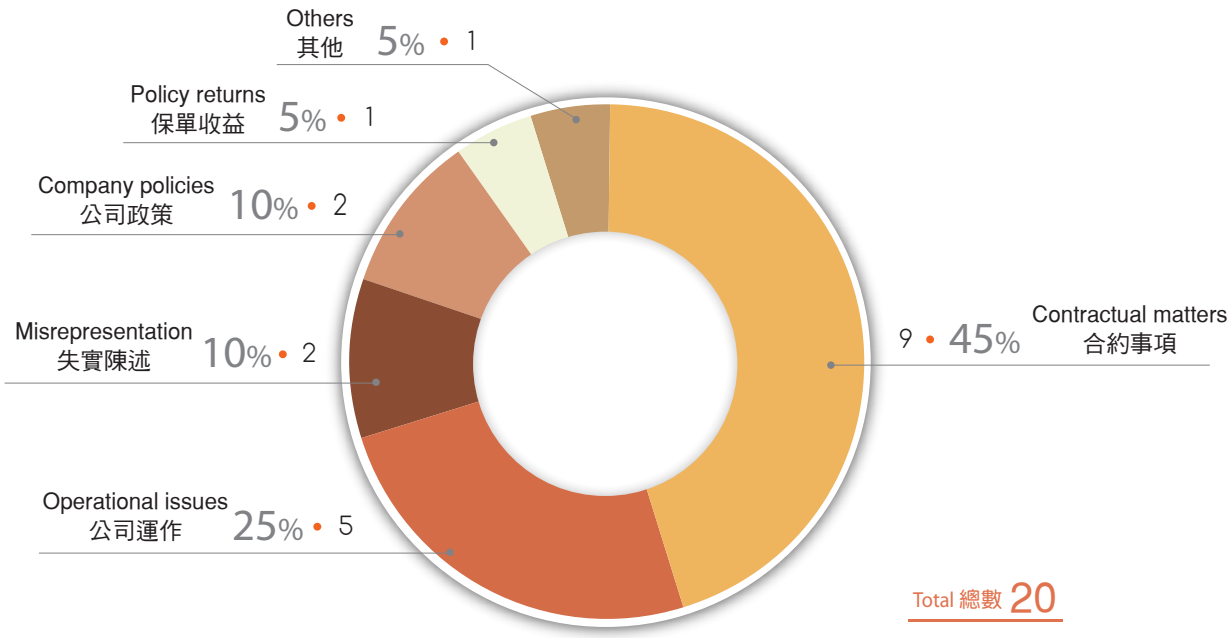
非索償相關的投訴個案

20 宗於 2022 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、公司政策、失實陳述和保單收益（見圖七），而引起最多非索償糾紛的保單是人壽／危疾保險（見圖八）。

在 20 宗已結案的非索償相關投訴個案中，有 3 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 8,200 港元，另有 9 宗個案的表面證據不成立，8 宗的索償人撤銷投訴（見圖九）。

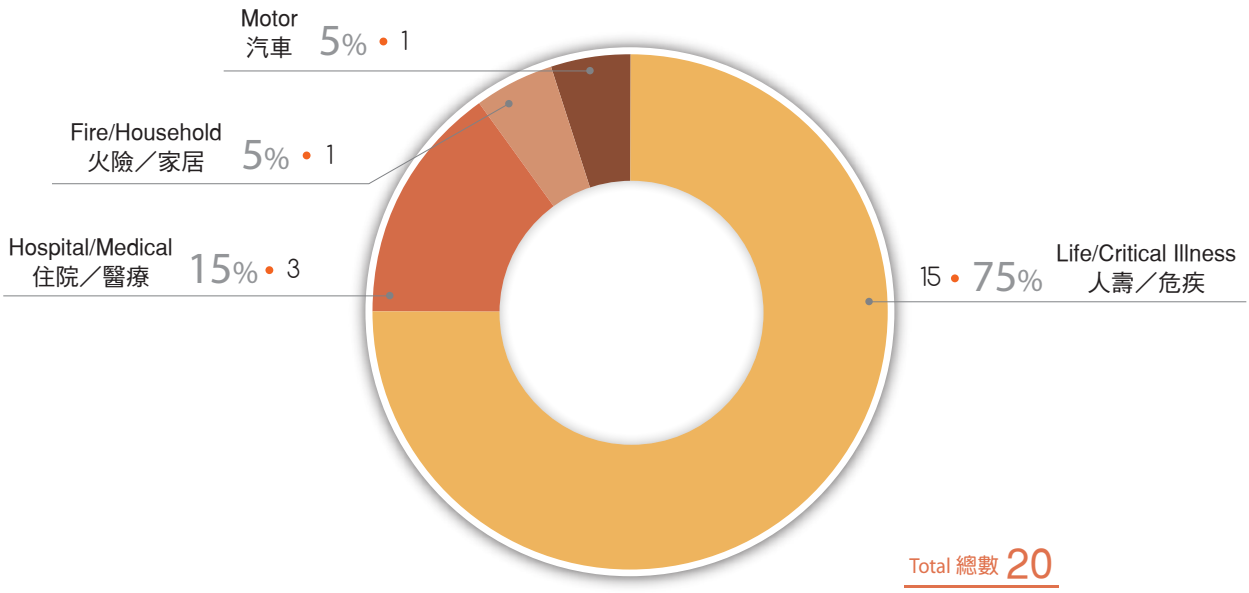
Nature of Complaints Closed
結案投訴類別

Figure 7 圖七



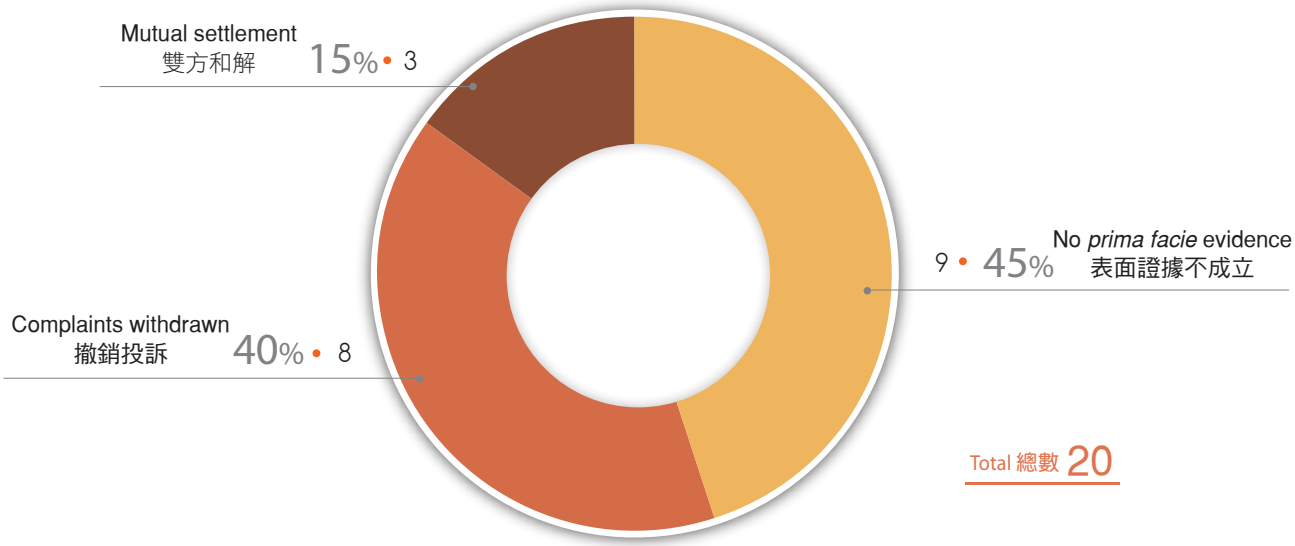
Types of Policies Closed
結案保單類別

Figure 8 圖八



Outcome of Cases Closed
結案分類

Figure 9 圖九



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

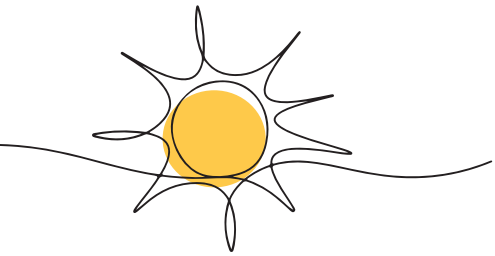
As far as good insurance practice is concerned, the Complaints Panel relies heavily on the expected standards set out in *the Code of Conduct for Insurers* published by the HKFI, with particular reference to "Part III: Claims". The first requirement of the section states, "Insurers should seek to handle 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.

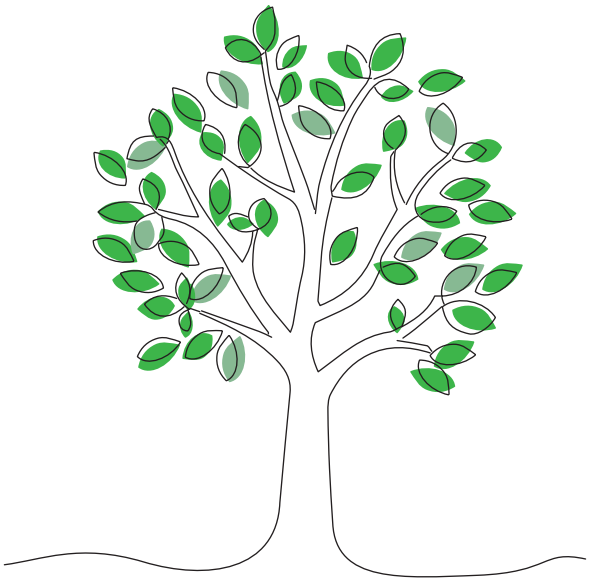
由於投訴委員會並非如正規法庭般運作，只能從控辯雙方提交的證據取得平衡，不能巨細畢究及盤問控辯雙方，故此審理索償相關投訴個案時經常面對嚴峻考驗。為求判決公道和合理，投訴委員會會小心考慮每宗個案的曲直是非，方行裁決。《組織章程細則》第 89 條（d）款賦予投訴委員會彈性斷案的權力，說明投訴委員會的裁決並不囿於以往案例。

Members of the Complaints Panel attended a media conference on 21 March 2023
投訴委員會委員出席 2023 年 3 月 21 日舉行的新聞發布會



Case Review 個案分析

01/01/2022 - 31/12/2022



個案 Case 01

APPLICATION OF POLICY TERMS 保單條款的詮釋

Essence of Complaint:
Definition of "Autism"

投訴爭議點：
「自閉症」的定義

Type of Insurance:
Critical Illness

保險類別：
危疾保險

The Complaint

Mrs Chan effected a critical illness policy for her son (the insured), who was two years old at the time of policy application. Three years later, the insured consulted Cheng Du Women's and Children's Central Hospital (CDWCH) presenting with symptoms of poor eye contact with people and delayed in language development. He was only able to speak simple words and was unable to express his needs. He was subsequently diagnosed as suffering from child autism. Mrs Chan then filed a critical illness claim to the insurer for "severe child disease – autism".

The insurer declined the critical illness claim as there was no report for a clear diagnosis of autism based on the Diagnostic and Statistical Manual of Mental Disorders (DSM-5). There was also no medical information showing that the insured had severe deficits in verbal and nonverbal social communication skills or persistent deficits in social communication and social interaction across multiple contents.

投訴內容

陳太太為兩歲大的兒子（受保人）投購危疾保險。三年後，受保人因與人眼神交流欠佳及語言發育遲緩等症狀前往成都市婦女兒童中心醫院求診，由於他只能說簡單名詞，不能表達自己的需要，故其後被診斷患有兒童自閉症，陳太太遂向保險公司提出「嚴重兒童疾病—自閉症」的危疾索償。

保險公司拒絕作出危疾賠償，因為沒有報告明確顯示受保人根據《精神疾病診斷和統計手冊》（DSM-5）診斷患上自閉症，也沒有醫療資料顯示受保人在語言及非語言的社交溝通技巧嚴重不足，或在多種環境下持續缺乏社交溝通及社交互動能力。

個案 Case 01

Findings of the Complaints Panel

According to the policy provisions, "autism" means "an unequivocal diagnosis by a registered medical practitioner who is a pediatric psychiatrist of a severe form of autism spectrum disorder which must have continued without interruption for a period of at least six months after diagnosis where all of the following conditions are met:

(a) The insured is undergoing behavioral therapy, occupational therapy, speech therapy, psychological interventions, or special education at a recognized institute for autistic children; and

(b) All of the following diagnostic criteria (based on DSM-5) are fulfilled, as certified by the insured's treating pediatric psychiatrist:

(i) Persistent deficits in social communication and social interaction across multiple contexts, as manifested by:

- severe deficits in verbal and nonverbal social communication skills causing severe impairments in functioning, very limited initiation of social interactions, and minimal response to social overtures from others.

(ii) Restricted, repetitive patterns, of behavior, interests, or activities, as manifested by:

- inflexibility of behavior, extreme difficulty coping with change, or other restricted/repetitive behaviors that markedly interfere with functioning in all spheres.
- great distress/difficultly changing focus or action.

(iii) Symptoms are presenting in early developmental period.

(iv) Symptoms cause clinically significant impairment in social, occupational, or other important areas of current functioning."

The Complaints Panel noted from the outpatient record completed by the treating doctor that the insured's clinical descriptions were compatible with severe form of autism. The doctor also confirmed that the insured's diagnosis had fulfilled the policy definition of "autism" and was made based on DSM-5. Other available reports also showed that the insured was assessed to have severe autism – he scored 38 in Childhood Autism Rating Scale (ref: score over 36 for severe autism) and had a score of 12 in the combined social-communication domain in Autism Diagnostic Observation Schedule (cutoff value for autism: at least 12).

Given that CDWCH is one of the insurer's on-list hospitals allowed to provide autism diagnosis in Mainland China and the insured's treating doctor is a qualified doctor to provide child autism assessment, the Complaints Panel tended to accept the professional opinions of the treating doctor and was convinced that the insured's condition fulfilled that policy definition of "autism".

投訴委員會的調查結果

有關危疾保單的條款訂明：「自閉症」指「經兒童精神專科註冊醫生作出明確診斷，此自閉症系列障礙屬嚴重類型，而有關情況需在診斷後最少持續出現六個月，並必須符合以下所有條件：

(a) 受保人正接受行為治療、職業治療、語言治療、心理介入治療或在為自閉症兒童而設的認可學校內接受特殊教育；及

(b) 由受保人的主診兒童精神科醫生證實其情況（根據 DSM-5）符合以下所有條件：

(i) 在多種環境下長期缺乏社交溝通及社交互動能力，並有以下的表現：

- 言語及非言語的社交溝通技巧嚴重不足，導致功能上嚴重缺陷、在社交互動中作出非常有限度的主動及對其他人的社交友好表示作出最小的回應。

(ii) 限制性、重複性的行為、興趣或活動，並有以下的表現：

- 行為缺乏彈性、極度難於適應改變；或作出有限制性／重複性的行為，嚴重妨礙各種領域的功能發揮。
- 對改變焦點或行為時表示極度憂慮及困難。

(iii) 症狀在早期發展階段出現。

(iv) 症狀對社交、職業或其他重要範圍的現有功能在臨床上造成損害。」

投訴委員會從主診醫生填寫的門診記錄得悉受保人的臨床描述與嚴重自閉症相符，而主診醫生亦確認受保人的診斷結果符合保單內「自閉症」的定義，並根據 DSM-5 標準診斷。此外，其他報告也顯示受保人被評定患有嚴重自閉症—他在兒童自閉症評定量表的得分為 38 分（參考值：36 分以上為嚴重自閉症），而在自閉症診斷評估的綜合溝通及社會互動領域得分為 12 分（自閉症診斷切點至少為 12）。

鑑於成都市婦女兒童中心醫院乃屬保險公司獲准在中國內地提供自閉症診斷名單上的醫院之一，而受保人的主診醫生亦是符合資格提供兒童自閉症評估的醫生，故此投訴委員會同意採納主診醫生的專業意見，認為受保人的情況符合保單「自閉症」的定義。

Case Review
個案分析

個案 Case 01

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of Mrs Chan and awarded her the critical illness claim of HK$156,000 in respect of the insured's diagnosis of autism.

Message from the Complaints Panel

Critical illness contracts cover specific serious illnesses explicitly defined in the policy. The contract terms usually contain specific descriptions and diagnostic criteria of the medical conditions of the critical illnesses. If there is conflicting or unclear information, the Complaints Panel tends to rely on the professional opinions given by the insured's attending doctor, who is in a better position to comment on the insured's condition.

投訴委員會的裁決

投訴委員會裁定陳太太得直，保險公司需要就受保人診斷患上自閉症作出 156,000 港元的危疾賠償。

投訴委員會的意見

危疾保險為保單明確列明的指定嚴重疾病提供保障，合約條款通常清楚訂明有關嚴重疾病的具體描述和診斷標準。如果資料自相矛盾或不清晰，投訴委員會傾向倚重受保人的主診醫生的專業意見，因為他更清楚了解受保人的身體狀況。

Case Review
個案分析

個案
Case 02

APPLICATION OF POLICY TERMS 保單條款的詮釋

Essence of Complaint:
Definition of "Cancer"
(dermatofibrosarcoma protuberans)

投訴爭議點：
「癌症」的定義
（隆凸性皮膚纖維肉瘤）

Type of Insurance:
Critical Illness

保險類別：
危疾保險

The Complaint

Mr Tsang suffered from a lump of size 2.5cm x 2.5cm on his right shoulder. He had an excision surgery and was diagnosed with dermatofibrosarcoma protuberans (DFSP). There were uncontrolled growth of malignant cells and clear stromal invasion of malignant cells. He subsequently submitted a critical illness claim to the insurer for "cancer".

The insurer considered DFSP as cancer of connective tissue which can be present everywhere. If it is present at skin, it is a kind of skin cancer. Given that the skin cancer suffered by Mr Tsang was not categorized as malignant melanoma, it was thus excluded from the critical illness benefit for "cancer". Instead, the insurer paid the early stage malignancy benefit to Mr Tsang with an amount equivalent to 20% of the sum insured.

投訴內容

曾先生的右肩出現一顆 2.5 厘米 x 2.5 厘米大的腫塊，其後進行切除手術，被診斷患上隆凸性皮膚纖維肉瘤，並出現不受控制的惡性細胞生長及惡性細胞間浸潤的情況。曾先生之後就有關病症向保險公司提出「癌症」的危疾索償申請。

保險公司認為隆凸性皮膚纖維肉瘤乃屬結締組織癌，可生長於身體任何部分，若於皮膚上出現，即屬皮膚癌的一種。由於曾先生所患的隆凸性皮膚纖維肉瘤並不屬惡性黑色素瘤的皮膚癌，因此不符合保單內「癌症」定義的要求，保險公司遂不接納曾先生的危疾索償申請，惟向他作出「早期惡性腫瘤」保障的賠償，賠償額為投保金額的 20%。

個案 Case 02

Findings of the Complaints Panel

It is stipulated in the policy provisions that "cancer" means "a) any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue; or b) any occurrence of histologically confirmed leukemia, lymphoma or sarcoma... Cancer does not include... any skin cancer, other than malignant melanoma."

The Complaints Panel noted that DFSP is a very rare type of skin cancer that begins in connective tissue cells in the middle layer of skin (dermis). DFSP may at first appear as a bruise or scar. As it grows, lumps of tissue (protuberans) may form near the surface of the skin. Given that DFSP is a skin cancer but does not belong to malignant melanoma, the Complaints Panel agreed that Mr Tsang's condition failed to fulfill the definition of "cancer" as stipulated in the policy.

Ruling of the Complaints Panel

The Complaints Panel ruled that the insurer's decision in rejecting the critical illness claim of HK$800,000 but paying the early stage malignancy benefit was fair and appropriate.

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. The insured should meet all the diagnostic criteria as defined in the specified critical illness to be eligible for the critical illness benefit. In general, most traditional critical illness policies do not cover skin cancer apart from malignant melanoma.

投訴委員會的調查結果

有關保單的條款訂明：「癌症」是指「(a) 任何經組織學確診為惡性之腫瘤，並須有惡性細胞已不受控制地生長並侵略其他細胞組織的特徵；或 (b) 任何經組織病理學報告證實為白血病、淋巴瘤或肉瘤……癌症並不包括下列任何一項……任何非黑色素瘤的皮膚癌。」

投訴委員會得悉隆凸性皮膚纖維肉瘤屬一種罕見的皮膚癌症，始發於皮膚中層（真皮）的締結組織細胞，初期看起來可能像似瘀傷或傷疤，隨著腫塊生長，皮膚表面可能會形成突起的細胞組織腫塊。由於隆凸性皮膚纖維肉瘤並不屬惡性黑色素瘤的皮膚癌，投訴委員會因此同意曾先生的情況不符合保單內「癌症」的定義。

投訴委員會的裁決

投訴委員會裁定保險公司拒絕曾先生提出的 800,000 港元的危疾索償申請，但向他賠償「早期惡性腫瘤」保障的決定合理。

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。一般而言，大部份傳統危疾保險並不保障除惡性黑色素瘤的皮膚癌以外的其他皮膚癌症。

Case Review
個案分析

個案
Case 03

APPLICATION OF POLICY TERMS 保單條款的詮釋

Essence of Complaint:
Same Disability (different infections)

投訴爭議點：
同一傷病（不同感染）

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

Ms Fan was admitted to a private hospital due to fever for a few days. Whole body positron emission tomography scan and blood test were performed during confinement. The diagnoses were pyrexia of unknown origin and HHV-7 infection. The insurer duly settled her hospitalization claim in accordance with the policy benefits.

Ms Fan was further admitted due to fever and bilateral painful groin swelling about four weeks after she was discharged from her first confinement. Excisional right groin lymph node was performed and the diagnoses were acute lymphadenitis and toxoplasmosis infection.

The insurer considered that Ms Fan's second admission was a progression of disease related to her first confinement. It thus treated the two claims as the same disability and settled her second claim subject to the same maximum limit.

投訴內容

范女士因發燒數天入住私家醫院，住院期間接受全身正電子電腦斷層掃描檢查及血液檢驗，診斷結果為不明原因導致發熱及人類疱疹病毒 7 型感染。保險公司其後按保單條款悉數作出住院賠償。

范女士於出院後約四星期因發燒及雙側腹股溝腫脹和疼痛再次住院，並接受右側腹股溝淋巴結切除手術，診斷結果為急性淋巴腺炎及弓形蟲感染。

保險公司認為范女士第二次入院是她第一次住院相關病況的延續，遂以同一傷病處理該兩次住院索償，並以相同的最高賠償額為限，支付了她第二次住院的索賠。

個案 Case 03

Findings of the Complaints Panel

It was noted from the attending physician's medical report that Ms Fan had been hospitalized twice for different infections within two months. The first hospitalization was due to HHV-7 infection whereas the second one was due to acute lymphadenitis secondary to toxoplasmosis infection.

The Complaints Panel found that there were inadequate medical grounds to support that the underlying cause of Ms Fan's two hospital confinements were related to each other as fever is a common symptom. The Complaints Panel tended to rely more on the opinions of the attending doctor who was in a better position to comment on Ms Fan's condition and agreed that her second confinement should be considered as a separate disability.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of Ms Fan and resolved that the insurer should treat her two hospitalization claims separately. The extra reimbursement amount was around HK$16,000.

Message from the Complaints Panel

Nearly all medical insurance policies have "same disability" provision to limit its coverage to recurrent confinements due to disabilities arising from the same cause. In determining whether two or more hospitalizations should be treated as "same disability", the Complaints Panel usually relies on the medical reports available and refers to the medical opinions of the attending doctors.

投訴委員會的調查結果

根據主診醫生報告顯示，范女士於兩個月內因不同感染兩度入院，第一次住院乃因人類疱疹病毒 7 型感染，而第二次住院則與弓形蟲感染繼發急性淋巴腺炎有關。

由於發燒乃一種常見症狀，投訴委員會認為現有的醫療文件不足以證明范女士兩次住院的根本原因彼此相關。投訴委員會相信范女士的主診醫生應較為合適就范女士的身體狀況作出評論，故傾向倚重主診醫生的意見，同意范女士的第二次住院應被視為另一獨立的傷病。

投訴委員會的裁決

投訴委員會裁定范女士得直，保險公司需以兩宗傷病分開處理她的兩次住院索償，涉及的額外賠償為 16,000 港元。

投訴委員會的意見

幾乎所有醫療保單均載有「同一傷病」的條款，將保障範圍限制至由同一原因導致的傷病而需反覆住院。在考慮兩次或以上的住院是否屬「同一傷病」時，投訴委員會一般會倚重相關醫療報告，並參考主診醫生的醫療意見。

Case Review
個案分析

個案
Case 04

APPLICATION OF POLICY TERMS 保單條款的詮釋

Essence of Complaint:
COVID-19 Compulsory Quarantine Benefit

投訴爭議點：
新型冠狀病毒強制隔離保障

Type of Insurance:
Cash Income

保險類別：
現金保險

The Complaint

Mr Yiu was infected with COVID-19 in March 2022 with self-conducted Rapid Antigen Test (RAT) being positive. He immediately registered with the government online COVID-19 self-declaration system and was issued an isolation order by Centre for Health Protection on the same date. He was required to be isolated at designated premises or isolation venues as ordered by the government for 14 days. Later, Mr Yiu filed a claim to the insurer for daily cash for compulsory quarantine benefit.

According to the policy provisions, "COVID-19" refers to "confirmed COVID-19 cases as defined by World Health Organization. The diagnosis must always be supported by a relevant test report. Clinical diagnosis alone does not meet this standard."

The insurer declined Mr Yiu's claim on the grounds that RAT was not acceptable as a proof of diagnosis. RAT result failed to fall within the scope of "relevant test report" as specified in the policy.

As regards Mr Yiu's query that he was unable to go out to conduct a Polymerase Chain Reaction (PCR) test during the isolation period, the insurer indicated that the government had arranged PCR test outside the relevant testing centers. Citizens can collect PCR specimen collection pack through various means. The collection and return of the specimen collection pack does not need to be made in person. As such, the insurer believed that it was technically feasible for Mr Yiu who was under the isolation order to conduct a PCR test during the isolation period.

投訴內容

姚先生於 2022 年 3 月自行進行快速抗原測試（RAT），結果呈陽性，他隨即在香港特區政府提供的 RAT 陽性結果申報平台登記，並於同日獲衞生防護中心發出隔離令，要求他必須根據政府命令在政府指定處所或指定隔離地點接受隔離 14 天。其後，姚先生向保險公司提出「強制隔離每日現金保障」的索償申請。

有關保單的條款訂明：「新型冠狀病毒」是指「世界衞生組織所界定的確診新型冠狀病毒個案。診斷必須獲得相關檢測報告支持。單純的臨床診斷並不符合該標準。」

保險公司認為 RAT 結果不符合保單條款訂明的「相關檢測報告」的要求，遂以 RAT 不能作為確診證據為理由，拒絕接納姚先生的索償申請。

就姚先生表示未能於隔離令生效期間外出進行逆轉錄聚合酶鏈反應（PCR）測試，保險公司表示除了指定社區檢測中心外，特區政府亦提供其他方式／途徑讓市民進行 PCR 測試，市民可透過各種方式領取深喉唾液測試樣本收集包，而領取收集包及交回樣本均毋須親身處理。據此，保險公司認為姚先生在隔離令生效期間進行 PCR 測試於技術上是可行的。

個案 Case 04

Findings of the Complaints Panel

The Complaints Panel considered that RAT is just a self-test method for COVID-19 and the test result could not verify the identity of the tester by any medical professionals while the isolation order was issued based on a self-declaration with RAT positive. As such, the Complaints Panel viewed that RAT result and the isolation order were not valid proof of diagnosis and did not fall within the scope of "relevant test report" as specified in the policy.

投訴委員會的調查結果

投訴委員會認為 RAT 僅屬新型冠狀病毒病的一種自我檢測方法，測試結果無法由醫療專業人員驗證測試者的身份；而隔離令則是衞生防護中心按患者自行申報確診新型冠狀病毒病後簽發的命令。因此，投訴委員會同意 RAT 結果及隔離令均不是有效及認可的確診證明，不符合有關保障計劃所訂明的「相關檢測報告」的要求。

Ruling of the Complaints Panel

The Complaints Panel supported the insurer's decision in declining Mr Yiu's claim for daily cash for compulsory quarantined benefit amounting to HK$7,000.

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「強制隔離每日現金保障」的賠償，涉及金額 7,000 港元。

Message from the Complaints Panel

To file an insurance claim, an insured has the duty to provide the insurer with all relevant supporting documents for its assessment. For COVID-19 cases, PCR is the gold standard for the diagnosis while RAT plays a role in facilitating access to testing and earlier detection in some people. The Complaints Panel does not view that RAT alone is an acceptable proof of diagnosis of COVID-19 for insurance claims as it is not considered as a test report verified by medical professionals.

投訴委員會的意見

在申請保險索償時，受保人有責任向保險公司提供所有與索償相關的資料文件，讓保險公司審核評估。就涉及新型冠狀病毒病相關的個案，PCR 檢測乃診斷測試的黃金標準，而 RAT 則方便部分人進行測試和及早發現感染病毒之用。由於 RAT 結果並沒有經醫療專業人員核實測試報告，投訴委員會因此不認為於保險索賠上單獨一份 RAT 結果可作為診斷新型冠狀病毒病的可接受證明。

個案
Case 05

APPLICATION OF POLICY TERMS 保單條款的詮釋

Essence of Complaint:
Medically Necessary

投訴爭議點：
醫療需要

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

Mr Cheng consulted a doctor for chest discomfort for a week. He was then admitted to a private hospital for two days (first confinement) for computed tomography coronary angiography (CTCA), echocardiogram, x-ray, etc. The diagnosis was severe coronary artery disease (CAD). He had CAD seven years ago and was found to have moderate to severe stenosis at ostial left anterior descending artery. Six days after discharge, he was re-admitted (second confinement) for cardiac catheterization, intravascular ultrasound and percutaneous coronary intervention.

The insurer fully settled Mr Cheng's claim for the second confinement but considered that his first confinement was not medically necessary. Given that the first confinement was primarily for diagnostic scanning which could be provided in an outpatient or day hospital setting and that there was no evidence justifying the medical necessity of performing such tests on an inpatient basis, the insurer only reimbursed the CTCA expenses incurred under the Advanced Diagnostic Imaging benefit (maximum limit HK$6,000) but rejected the rest of the hospital charges incurred.

投訴內容

鄭先生因胸部不適持續一星期向醫生求診，獲安排入住私家醫院兩天接受電腦斷層心臟冠狀動脈血管造影、心臟超聲波及 X 光等檢查（住院一），診斷結果為嚴重冠狀動脈疾病。鄭先生於七年前曾患上冠狀動脈疾病，被發現左前降支開口中度至嚴重狹窄。出院六天後，他再次入院接受心導管檢查、血管內超聲波及冠狀動脈介入治療（俗稱「通波仔手術」）（住院二）。

保險公司就「住院二」向鄭先生作出悉數賠償，但認為「住院一」並不是醫療必須的，因為「住院一」主要是為了接受診斷性檢查，可以於門診或以日症方式在醫院進行，而現時亦沒有證據證明鄭先生有醫療必要，須住院進行相關檢查。據此，保險公司僅按「先進影像診斷檢查」保障（賠償上限為 6,000 港元），向鄭先生賠償心臟冠狀動脈血管造影檢查的費用，而不予支付其餘的住院費用。

個案 Case 05

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: (i) consistent with the diagnosis and customary medical treatment for medical condition; (ii) in accordance with good and prudent medical practice; (iii) not for the convenience of the policyholder, the insured person or the doctor; and (iv) covered service performed at normal and customary charge." 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.

The Complaints Panel noted that Mr Cheng's attending doctor disagreed that the tests offered to Mr Cheng during his first confinement were not medically necessary and could be done on an outpatient basis. Mr Cheng had suspected acute coronary syndrome at the time of admission and he needed to be observed during CTCA, which itself could induce fatal ventricular tachycardia or ventricular fibrillation as he had known CAD.

Given that Mr Cheng was first diagnosed with CAD seven years ago, taking into consideration his past CAD history and the attending doctor's professional opinions, the Complaints Panel tended to agree that Mr Cheng needed to be admitted to rule out life threatening disease and for close inpatient monitoring.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of Mr Cheng and resolved that the insurer should fully settle the hospitalization claim for his first confinement, amounting to around HK$7,300.

Message from the Complaints Panel

In deciding whether a hospital confinement is medically necessary, the Complaints Panel takes into consideration the medical condition of the insured at the time of his/her admission, the past history of the insured, the medical treatments he/she received during the confinement, as well as the opinions of the attending doctor.

投訴委員會的調查結果

有關保單的條款訂明：「必要的醫療服務」指「治療病痛、不適、疾病或受傷所必須的醫療或保健服務，而有關服務：(i) 須符合病情的診斷及慣常療法；(ii) 須符合良好及謹慎的行醫標準；(iii) 並非為了方便保單持有人、受保人或註冊醫生；及 (iv) 須為承保服務及在正常及慣常費用下進行。」另保單附有「不受保項目」條款，不予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。

投訴委員會得悉鄭先生的主診醫生不同意安排於「住院一」進行的檢查是沒有醫療需要及可於門診進行的。鄭先生在入院時出現疑似急性冠狀動脈綜合症，需要在觀察下進行冠狀動脈血管造影檢查，由於他曾患冠狀動脈疾病，這可能誘發致命的心室性心動過速或心室顫動。

由於鄭先生於七年前首次被確診患上冠狀動脈疾病，投訴委員會經考慮他的冠狀動脈疾病的病史及主診醫生的專業意見後，傾向同意鄭先生有需要入院，以排除危害生命的疾病及接受密切觀察。

投訴委員會的裁決

投訴委員會裁定鄭先生得直，保險公司需就「住院一」向鄭先生全額支付住院索償，涉及金額約 $7,300 港元。

投訴委員會的意見

在決定住院是否有醫療需要時，投訴委員會一般會考慮受保人入院時的醫療狀況、受保人的病史、住院期間所接受的治療，以及主診醫生的意見。

Case Review
個案分析

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：
醫療需要

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

Ms Ho consulted a doctor presenting with symptoms of chest pain for one week. She was then arranged to be admitted to a private hospital 10 days later for further investigation. Echocardiogram, Holter 24-hour electrocardiogram, computed tomography coronary angiogram, etc. were performed during confinement. The final diagnosis was acute unstable angina. Ms Ho was discharged on the next day.

The insurer declined Ms Ho's hospitalization claim as her confinement was considered as medically unnecessary. Ms Ho then appealed against the decision and submitted a letter from her attending doctor who confirmed that she had acute unstable angina attack with recurrent symptoms of severe chest pain at rest and worsening on exertion. As acute unstable angina is a medical emergency which requires hospital management, Ms Ho was best treated in hospital for safety reasons.

However, as there was no evidence showing that Ms Ho had been given medication for treating her chest discomfort during confinement, the insurer maintained its decision to decline the hospitalization claim.

投訴內容

何女士因胸痛持續一星期而求診，獲安排於 10 天後入住私家醫院接受進一步檢查，包括：心臟超聲波、24 小時心電圖、電腦斷層心臟冠狀動脈血管造影等，最終診斷結果為急性不穩定型心絞痛，何女士於翌日出院。

保險公司以何女士的住院並沒有醫療必要為理由，不予接納有關住院索償。何女士隨後提交了主診醫生撰寫的信函向保險公司提出上訴，主診醫生確認何女士患有急性不穩定型心絞痛，休息時反覆出現嚴重胸痛症狀，而相關症狀於活動時加劇。由於急性不穩定型心絞痛屬醫療緊急情況，需要住院處理，基於安全考慮，建議何女士最好在醫院接受治療。

然而，由於沒有證據顯示何女士於住院期間曾服用治療胸口不適的藥物，保險公司遂維持原來決定，拒絕有關住院索償的申請。

個案 Case 06

Findings of the Complaints Panel

It is stipulated in the policy provisions that "medically necessary" means "confinement, treatment, procedure, supplies or other medical services: (i) which are required for the diagnosis or direct treatment of the insured's disability... and (v) (for confinement only) where the insured's disability could not safely and adequately be treated while not being confined."

The Complaints Panel noted from the hospital statement that there was no medication or investigation tests being ordered for Ms Ho during the first day of confinement. She undertook cardiac investigations and blood tests on the second day of confinement. She left the hospital before the Holter report was issued. Given that Ms Ho was admitted to hospital 10 days after her first consultation and that those screening tests rendered could have been safely and effectively performed on an outpatient basis, the Complaints Panel was not convinced that there was solid evidence to demonstrate the necessity and urgency of her admission.

投訴委員會的調查結果

有關保單的條款訂明：「醫療必要」是指「(i) 為診斷或直接治療受保人的傷病而需要的……(v)（僅就住院而言）受保人的傷病不能在不住院的情況下安全和充分地受醫治的……住院、治療、手術、用品或其他醫療服務。」

投訴委員會從醫院賬單中得悉，何女士於住院首日並未獲安排接受任何檢查或藥物治療，於住院第二天才進行了心臟檢查及血液檢驗，而她在心電圖報告發出前已出院。由於何女士於首次求診 10 天後才入院，而接受的檢查亦可於門診安全及有效地進行，投訴委員會因此認為現有文件未能證明何女士的住院屬緊急性質及有醫療需要。

Ruling of the Complaints Panel

As Ms Ho's hospital confinement was considered as not medically necessary, the Complaints Panel upheld the insurer's decision to decline the hospitalization claim of around HK$24,000.

投訴委員會的裁決

由於何女士的住院並非醫療必須，投訴委員會因此裁定保險公司不予接納有關住院索償申請的決定合理，涉及金額約 $24,000 港元。

Message from the Complaints Panel

If there is concrete evidence showing that the hospital confinement is arranged primarily for conducting diagnostic or laboratory tests which could be safely performed in an outpatient setting, the Complaints Panel will generally agree that such confinement is not medically necessary under the provisions of a hospitalization policy. To determine whether 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，而有關檢查或測試理應可在門診安全地進行，投訴委員會一般同意在住院保單的條款的規定下，這類住院並不屬醫療必須的。為了確定住院是否屬於緊急性質，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 Review
個案分析

個案
Case 07

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

Mr Liu suffered from chest and back pain for one week and consulted a hospital in the Mainland. He was subsequently diagnosed with aortic dissection Stanford B type and underwent endovascular repair. After discharged, he filed a critical illness claim to the insurer for "surgery to aorta".

During claims investigation, the insurer noted from the admission record of the Mainland hospital that Mr Liu had past history of hypertension for seven years with highest blood pressure reaching 170+mmHg. However, Mr Liu did not disclose such information in the application form when he applied for the policy four years ago. As the non-disclosed information was material which would have affected the underwriting decision of the insurer, the insurer refused to honour his critical illness claim.

Mr Liu emphasized that he had never suffered from hypertension before and provided the insurer with an amended certificate from the Mainland hospital. The hospital clarified that Mr Liu usually resided in Hong Kong and it had erroneously recorded such history.

The insurer learnt that Mr Liu was once admitted to a private hospital in Hong Kong for gastritis around four months after the policy was effected. It was noted from the hospital records that the three blood pressure readings taken during such confinement were 155/95mmHg, 150/95mmHg and 148/82mmHg respectively. As the findings confirmed the fact that Mr Liu had hypertension shortly after policy application, the insurer maintained its previous claim decision.

投訴內容

廖先生因胸痛及背痛持續一星期在內地醫院求診，其後被確診患上乙型主動脈剝離，並接受血管腔內主動脈瘤修復手術。出院後，他向保險公司提出「主動脈手術」的危疾索償申請。

於調查索償期間，保險公司從內地醫院發出的入院紀錄得悉廖先生有七年高血壓病史，血壓最高為170+mmHg。然而，廖先生於四年前投購保險時，卻沒有把有關病歷資料申報在投保申請書上；由於有關病歷資料屬重要事實，會影響保險公司的核保決定，因此保險公司拒絕有關危疾索償的申請。

廖先生強調自己從未患有高血壓，並向保險公司提交由內地醫院發出的修訂證明書，該醫院澄清他通常居住在香港，有關病歷資料為錯誤紀錄。

保險公司得悉廖先生於保單生效大約四個月後曾因胃炎入住香港一家私家醫院，根據有關住院紀錄顯示，他於住院期間量度的三次血壓讀數分別為 155/95mmHg、150/95mmHg 及 148/82mmHg。鑑於有關紀錄確定廖先生在投保申請後不久已有高血壓，因此保險公司維持原來的賠償決定。

個案 Case 07

Findings of the Complaints Panel

The Complaints Panel noted that the high blood pressure readings taken at hospital in Hong Kong were recorded about four months after policy issuance. The only relevant question in the application form asked if an applicant has ever received medical advice or treatment for chest pain... hypertension, high cholesterol... or other heart, circulatory or blood diseases. Since there was no concrete medical evidence showing that Mr Liu had received medical consultation/ treatment for hypertension prior to policy application, the Complaints Panel believed that he had honestly answered the said question in the application form to his best knowledge. In the circumstances, the Complaints Panel considered that the grounds for the insurer to decline the claim for material non-disclosure was weak and inadequate.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of Mr Liu and awarded him the critical illness claim of around HK$183,000.

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 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 honestly and completely answered the questions in the application form 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

投訴委員會得悉廖先生在香港醫院量度到的高血壓讀數發生於保單繕發約四個月後；而投保申請書內唯一相關的問題問及申請人曾否因……胸痛……高血壓、高膽固醇……或其他心臟、循環系統或血液之疾病接受過醫療建議或治療。由於沒有具體醫療證據顯示廖先生於投保前曾就高血壓接受任何醫療諮詢／治療，投訴委員會相信他已盡其所知誠實地回答了投保申請書上的有關問題。在此情況下，投訴委員會認為保險公司以廖先生沒有披露重要事實為理由，拒絕他的危疾索償申請的理據薄弱而不充分。

投訴委員會的裁決

投訴委員會裁定廖先生得直，保險公司需向他作出約 183,000 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，或投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索償人得直。

Case Review
個案分析

個案
Case 08

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

Mr Lee effected a medical policy with the insurer and declared in the application form that he was hospitalized 13 years ago due to kidney stones and four months before for gastritis. Besides, he also provided all medical reports relating to his hospitalization for gastritis to the insurer via his servicing agent. The insurer then issued the policy with imposed exclusion of hemorrhoid disease or disorder.

Mr Lee suffered from chest pain and palpitation two years after the policy was effected. He was diagnosed with ischemic heart disease and was then admitted to a private hospital for percutaneous coronary intervention. The insurer later discovered that Mr Lee had gallstone, fatty liver, chronic pancreatitis and renal stone as revealed by the abdomen computed tomography (CT) scan performed during his previous hospitalization for gastritis. As such information was not disclosed at the time of policy application, the insurer declined Mr Lee's hospital claim on the grounds of material non-disclosure as the non-disclosed information would have affected its underwriting decision.

Mr Lee emphasized that he had already provided all the medical reports relating to his previous hospitalization, including the disputed abdomen CT scan report, to the servicing agent at time of policy application. However, the insurer indicated that the said CT scan report was not in the original application documents.

投訴內容

李先生向保險公司投購醫療保單，並申報曾於 13 年前及四個月前分別因腎結石及胃炎住院。此外，李先生亦透過他的保險代理把與胃炎住院相關的所有醫療報告交予保險公司。保險公司其後繕發保單，並附加了不保事項條款，不承保痔瘡疾病或不適。

保單生效兩年後，李先生出現胸痛及心悸症狀，被診斷患上缺血性心臟病，隨後入住私家醫院接受冠狀動脈介入治療。保險公司其後發現李先生之前因胃炎住院時曾接受腹部電腦斷層掃描檢查，結果顯示膽結石、脂肪肝、慢性胰腺炎及腎結石。由於李先生沒有在投保申請書上如實地披露有關資料，而該些資料會影響保險公司的核保決定，因此保險公司以李先生沒有披露重要事實為理由，不予接納他的住院索償申請。

李先生強調於投保時已向保險代理提交所有與之前住院相關的醫療報告，包括具爭議的腹部電腦斷層掃描報告，惟保險公司表示該掃描報告並不在原來的投保申請文件內。

個案 Case 08

Findings of the Complaints Panel

The Complaints Panel noted from the statement made by Mr Lee's servicing agent that she had received all the medical reports from Mr Lee, including the said CT scan report and placed all the application documents inside the new business collection box at the office of the insurer.

The Complaints Panel agreed that the abnormal findings in the said CT report were material. However, based on the evidence available, the Complaints Panel tended to believe that the said CT scan report was probably lost at the hands of either the servicing agent or the insurer. Given that Mr Lee had submitted the said CT scan report to the insurer for underwriting via his servicing agent who acts as an agent of the insurer, the Complaints Panel considered that the insurer should be responsible for the internal error in missing the said CT scan report and should treat the case as if it had received the said CT scan report at the time of policy application.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of Mr Lee. As a major part of the hospitalization expenses incurred had been reimbursed under Mr Lee's group medical benefit, the Complaints Panel resolved that the insurer should settle the remaining hospital expenses of around HK$22,000.

Message from the Complaints Panel

In dealing with non-disclosure disputes, the Complaints Panel generally focuses on whether the non-disclosed fact is:

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

If there is solid evidence supporting that the insured had disclosed his/her medical history as required in the policy application to the best of his/her knowledge or provided the insurer with the necessary medical documents for its underwriting assessment, the Complaints Panel believes that the insurer cannot deny its liability merely due to administrative oversight or error.

投訴委員會的調查結果

投訴委員會從李先生的保險代理作出的書面聲明得悉，她收到了李先生提交的所有醫療報告（包括有關掃描報告），並將所有申請文件放入保險公司辦事處的指定新保單收集箱內。

投訴委員會同意有關掃描報告的異常結果屬重要事實，但是，根據現有的證據，投訴委員會相信有關掃描報告較大可能是於保險代理或保險公司處理保單的過程中丟失。由於李先生是透過他的保險代理（即保險公司委任的代理人）向保險公司遞交有關掃描報告，以作核保之用，投訴委員會因此認為保險公司應為內部錯誤導致有關掃描報告丟失負責，而在處理有關個案時，亦應視作在投保時已收到有關掃描報告。

投訴委員會的裁決

投訴委員會裁定李先生得直。由於大部分的住院開支已由李先生的團體醫療保險賠付，因此投訴委員會裁定保險公司需就餘下的住院開支作出賠償，金額約 $22,000 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屬重要事實，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。

倘若有實質證據支持受保人於投保時，已根據投保申請書的要求如實披露其已知的病史，或向保險公司提交所需醫療文件作其核保評估，投訴委員會認為保險公司不能僅因行政疏忽或失誤而拒絕承擔賠償責任。

Case Review
個案分析

個案
Case 09

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:
Critical Illness

保險類別：
危疾保險

The Complaint

Mrs Lau effected a term life insurance with cancer benefit in November 2019. She declared clean health history in the policy application and the insurer issued the policy on standard terms.

Mrs Lau was admitted to a private hospital in November 2021 due to protracted bone pain for nine months. She was eventually diagnosed as suffering from lung adenocarcinoma with multiple metastases to other organs. She then filed a claim to the Insurer for the cancer benefit.

Upon claims investigation, the insurer found that Mrs Lau had suffered from multiple myomas as revealed by the ultrasound reports dated 14 April 2017, 20 May 2017 and 20 October 2018 issued by the hospital. Besides, she also attended the gynecological outpatient department of the hospital on 14 April 2017, 22 May 2017 and 22 October 2018.

Given that such information was not disclosed in the policy application and that the non-disclosed information was material which would have affected the insurer's underwriting decision, the insurer declined Mrs Lau's cancer claim on the grounds of material non-disclosure.

Mrs Lau disagreed with the insurer's decision and emphasized that her medical check-ups in 2017 and 2018 were routine examinations offered by her employer. She did not receive any notification from the hospital informing her of the abnormal examination result.

投訴內容

劉太太於 2019 年 11 月向保險公司投購定期壽險連癌症保障，她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。

劉太太於 2021 年 11 月因骨痛持續九個月入住私家醫院，最終被診斷患上肺腺癌並多處轉移至其他器官，她其後向保險公司提出癌症保障索償。

於調查索償期間，保險公司從醫院分別於 2017 年 4 月 14 日、5 月 20 日及 2018 年 10 月 20 日發出的超聲波檢查報告中得悉劉太太患有多發性子宮肌瘤。此外，她分別於 2017 年 4 月 14 日、5 月 22 日及 2018 年 10 月 22 日到醫院的婦科門診求診。

由於劉太太沒有在投保申請書上申報有關資料，而該等資料會影響保險公司的核保決定，因此保險公司以劉太太沒有披露重要事實為理由，不予接納她的癌症索償申請。

劉太太不同意保險公司的決定，並強調她在 2017 年及 2018 年的檢查乃屬僱主提供的例行身體檢查，她沒有收到醫院任何關於檢查結果異常的通知。

個案 Case 09

Findings of the Complaints Panel

The Complaints Panel noted that Mrs Lau had ultrasound investigations performed on 14 April and 20 May 2017 and both results showed multiple benign myomas. She then attended the gynecological outpatient clinic of the hospital on 14 April and 22 May 2017. Given that these two ultrasound investigations were performed within a rather short period of time, the Complaints Panel was not convinced that such pattern of performing ultrasound was a routine annual body check-up, but tended to believe that the latter one done in May 2017 should be a follow up/ re-clarification of the abnormal result done one month earlier. In other words, Mrs Lau should have been informed of the abnormal investigation result and was asked to perform the ultrasound again to verify the result.

投訴委員會的調查結果

投訴委員會得悉劉太太於 2017 年 4 月 14 日及 5 月 20 日接受了超聲波檢查，兩次結果均顯示多發性子宮良性肌瘤，她其後於 2017 年 4 月 14 日及 5 月 22 日在醫院的婦科門診應診。由於兩次超聲波檢查相距的時間頗短，投訴委員會因此不相信這種檢查模式屬於每年的例行身體檢查，反而較認為 2017 年 5 月進行的檢查乃因一個月前的檢查結果呈異常的跟進／覆核。換言之，劉太太理應獲告知有關檢查結果不正常，並被要求再次進行超聲波檢查以核實結果。

Ruling of the Complaints Panel

Given that the non-disclosed ultrasound result of myomas in 2017 and 2018 was material which would have affected the Insurer from making a fair and accurate underwriting decision at the time of policy application, the Complaints Panel supported the Insurer's decision in declining the cancer benefit claim of HK$1,000,000 for material non-disclosure.

投訴委員會的裁決

由於劉太太沒有披露 2017 年及 2018 年超聲波檢查結果顯示子宮肌瘤，有關資料乃屬重要事實，會影響保險公司在核保時作出恰當和準確的承保決定，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，拒絕賠償有關癌症保障的決定合理，涉及金額 1,000,000 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.

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 even though the non-disclosed information may not be related to the current illness. This is because the non-disclosure has prejudiced the insurer from making a fair and accurate underwriting assessment.

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。

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，即使沒有披露的資料與索償的病症沒有關係，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評估。

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 Review
個案分析

個案
Case 10

EXCLUDED ITEMS 不保事項

Essence of Complaint:
Pre-existing Conditions
(acromegaly/pituitary macroadenoma)
Type of Insurance:
Critical Illness

投訴爭議點：
已存在狀況
（肢端肥大症／腦下垂體巨腺瘤）
保險類別：
危疾保險

The Complaint

Mr Mok consulted a government clinic for suspected acromegaly one year after his critical illness policy was effected. He presented with subjective change in facial features and was diagnosed as suffering from pituitary macroadenoma two years later. He was then admitted for endoscopic endonasal trans-sphenoidal partial excision of tumour of pituitary gland. After discharged, he filed a critical illness claim to the insurer for "surgical removal of pituitary tumour".

The insurer noted from the medical reports of government hospitals that Mr Mok was noted to have change in facial appearance and increased in shoe size around 10 years ago. Given that the symptoms relating to Mr Mok's acromegaly/pituitary macroadenoma first appeared six to seven years before the policy effective date, the insurer declined the critical illness claim for pre-existing condition.

投訴內容

莫先生於危疾保單生效一年後，因疑似肢端肥大症往政府診所求診，他面部特徵出現主觀變化，兩年後被診斷患上腦下垂體巨腺瘤，其後入院接受鼻內視鏡經蝶垂體瘤部分切除手術。出院後，他向保險公司提出「腦下垂體腫瘤切除手術」的危疾索償申請。

保險公司從公立醫院發出的醫療報告得悉，莫先生約於 10 年前面部容貌出現變化，鞋碼尺寸增大。由於莫先生肢端肥大症／腦下垂體巨腺瘤的相關病徵於保單生效日前六至七年已首次出現，保險公司因此以他的情況屬「已存在狀況」為理由，拒絕受理他的危疾索償申請。

個案 Case 10

Findings of the Complaints Panel

It is stated in the policy provisions that "pre-existing condition" means "any condition or illness or any of its direct causes in respect of an insured, where the insured was aware or should reasonably have been aware of signs or symptoms of the condition or illness, or where any laboratory test or investigation showed the likely presence of the condition or illness."

The Complaints Panel noted that Mr Mok first consulted for suspicious acromegaly around one year after policy issuance. There was neither evidence showing that he had consulted for acromegaly before the policy effective date nor attended any government hospital for the past 10 years prior to policy application. Moreover, the aforesaid symptoms of change in facial appearance and shoe size occurred at least six to seven years prior to policy issuance.

According to the hospital progress note, Mr Mok sought medical help at the alert of his client who was studying in medicine and suspected that his symptoms might be associated with endocrine disease.

The Complaints Panel considered that the aforesaid symptoms were not very obvious and might arise from other causes. Given that the aforesaid symptoms first appeared more than six years before policy issuance and that there was no information showing that Mr Mok had sought medical consultation, treatment or investigation for such symptoms, the Complaints Panel tended to believe that Mr Mok was not aware/should not reasonably have been aware of such signs or symptoms. Hence, it did not concur with the insurer's decision to decline the claim for pre-existing condition.

Ruling of the Complaints Panel

The Complaints Panel decided to rule in favour of Mr Mok and awarded him the critical illness benefit amounting to about HK$43,000.

Message from the Complaints Panel

In handling disputes involving the "pre-existing condition" exclusion, the Complaints Panel takes into account whether there is concrete evidence showing that the medical condition is known to exist before the policy effective date, or whether the insured was aware of or should reasonably have been aware of the signs and symptoms of the illness before the policy is effected.

投訴委員會的調查結果

有關保單的條款訂明：「已存在狀況」是指「任何被保人的狀況或疾病或其任何直接致病因素，而被保人已知道或按理應知其徵狀或病徵；或任何化驗室的檢驗或調查顯示該狀況或疾病可能存在。」

投訴委員會得悉莫先生於保單簽發一年後，因疑似肢端肥大症首次求診。現有資料未能顯示莫先生於保單生效前曾因肢端肥大症求診，也沒有證據證明他在投保前的過去 10 年曾在任何公立醫院就診，而有關面部特徵及鞋碼尺寸的變化至少發生於保單簽發前六至七年。

根據醫院的紀錄顯示，莫先生是在一位顧客的建議下尋求醫療諮詢，該顧客為醫科學生，懷疑他的病徵可能與內分泌疾病有關。

投訴委員會認為有關病徵並不明顯，可以是由其他原因導致。由於有關病徵首次出現於保單簽發六年多前，而現時亦沒有資料顯示莫先生曾就有關症狀求診、接受治療或檢查，投訴委員會因此較為相信莫先生不知道或沒有合理地意識到有關病徵或症狀。據此，投訴委員會不同意保險公司以「已存在狀況」為理由拒絕作出賠償。

投訴委員會的裁決

投訴委員會裁定莫先生得直，保險公司需作出有關危疾賠償約 43,000 港元。

投訴委員會的意見

在處理涉及「已存在狀況」不保事項的爭議時，投訴委員會會考慮是否有具體證據表明該病症在保單生效前已存在，或受保人於保單生效前是否知道或理應留意到相關病況的病徵及症狀。

Case Review
個案分析

個案
Case 11

EXCLUDED ITEMS 不保事項

Essence of Complaint:
Pre-existing Conditions
(right & left total knee arthroplasty)

Type of Insurance:
Hospitalization

投訴爭議點：
既存症狀
（左右全膝關節置換術）

保險類別：
住院保險

The Complaint

Ms Wu effected a hospitalization policy with the insurer in February 2019. She consulted a doctor in December 2019 for right and left knee pain for one month, swelling and deformity. X-ray of both knees showed signs of osteoarthritis (OA). She was then admitted to a private hospital for right and left total knee arthroplasty (TKA) in January and September 2020 respectively.

The insurer learnt from the discharge summary that Ms Wu suffered from right knee pain in 2012 and she had experienced increased pain when walking downstairs since January 2018. The insurer considered that Ms Wu's bilateral knee condition had existed prior to the policy effective date and declined her two hospitalization claims for pre-existing condition.

Ms Wu admitted that she had attended the Accidental & Emergency Department of a government hospital in early 2012 due to right knee pain. She was recovered after taking medications and applying analgesic cream prescribed by the doctor. There was no need for any follow-up consultation or referral to specialist. Since then, she consumed bone supplements and did more exercise to strengthen her physique. She did not suffer from any knee pain from 2012 till 2019.

Despite such facts, the insurer's claim decision remained unchanged.

投訴內容

胡女士於 2019 年 2 月向保險公司投購了住院保險。她其後於 2019 年 12 月因雙膝疼痛持續一個月、腫脹及畸形求診，X 光檢查顯示雙膝骨關節炎徵狀。她隨後分別於 2020 年 1 月及 9 月入住私家醫院，接受左右全膝關節置換術。

保險公司從出院總結中得悉胡女士於 2012 年曾出現右膝疼痛，2018 年 1 月起落樓梯時痛楚加劇，保險公司因此認為胡女士的雙膝關節問題於保單生效前已經存在，遂以「既存症狀」為理由拒絕受理她兩次住院的索償申請。

胡女士承認，她曾於 2012 年初因右膝疼痛前往公立醫院急症室求診，經服藥及塗上鎮痛藥膏後已痊癒，不需要覆診或轉介至專科醫生跟進。自此，胡女士服用補骨劑及多做運動以增強體格，於 2012 年至 2019 年間，她沒有出現任何膝蓋疼痛的情況。

儘管如此，保險公司仍決定維持原來的賠償決定。

個案 Case 11

Findings of the Complaints Panel

It is stipulated in the policy exclusions that "the insurer will not pay any benefit arising directly or indirectly from a pre-existing condition if such condition was not fully disclosed in the policy application." And "pre-existing condition" is "the existence of 1) a condition of the insured for which medical advice, diagnosis, care or treatment was recommended or received before the policy effective date... or 2) any sign or symptom of the insured within the two-year period immediately preceding the policy effective date..."

From the medical perspective, OA is a degenerative disease and its common symptom is joint pain. Given that Ms Wu's right knee pain first appeared in 2012 and the pain increased especially walking downstairs in around early 2018, the Complaints Panel was not convinced that her right knee condition had been fully recovered. It thus supported the insurer's decision in declining her claim for right TKA on the grounds of pre-existing condition.

On the other hand, since there was no concrete medical evidence proving that Ms Wu had suffered from any left knee problem prior to policy application, the Complaints Panel decided to give the benefit of doubt to Ms Wu and opposed the insurer's decision to reject the aforesaid claim for left TKA for pre-existing condition.

Ruling of the Complaints Panel

The Complaints Panel concurred with the insurer's decision in rejecting Ms Wu's claim for right TKA, but resolved that the insurer should settle the claim for her left TKA, amounting to around HK$157,000.

Message from the Complaints Panel

"Pre-existing Conditions" are commonly found in most hospitalization policies to exclude injuries or illnesses which occur, exist or present signs or symptoms before the commencement of the policy coverage. In dealing with these cases, the Complaints Panel relies on whether there is sufficient evidence to show that the injury or illness occurred earlier than the policy effective date, or whether the signs or symptoms of the illness existed before the policy is effected.

投訴委員會的調查結果

保單的不保事項條款訂明：「若既存症狀在投保書內沒有被全面披露，則保險公司對任何直接或間接因該等既存症狀引致的索賠不予給付任何賠償」；而「既存症狀」是指「1) 受保人在保單生效日期……之前已存在的症狀，並已被建議接受或已接受醫學意見、診斷、照顧或治療；或 2) 受保人在保單生效日期……起計之前兩年內已存在的任何病徵或症狀。」

從醫學角度來看，骨關節炎是一種退化性疾病，常見症狀為關節疼痛。由於胡女士的右膝疼痛早於 2012 年已出現，約於 2018 年初疼痛加劇，尤其是落樓梯時，投訴委員會因此不相信她的右膝已完全痊癒，遂支持保險公司以她的情況屬「既存症狀」為理由，拒絕有關右膝關節置換術的住院索償。

另一方面，由於沒有具體的醫療證據證明胡女士在投保前左膝曾有不適，投訴委員會決定將疑點利益歸予胡女士，反對保險公司以「既存症狀」拒絕賠償左膝關節置換術的住院費用。

投訴委員會的裁決

投訴委員會同意保險公司拒絕就胡女士的右膝關節置換術作出賠償，惟裁定保險公司需就她接受左膝關節置換術的住院開支作出賠償，涉及金額約 157,000 港元。

投訴委員會的意見

大部分的住院保單均載有「既存症狀」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或疾病。在審理這些個案時，投訴委員會重視是否有充足證據，證明有關傷患或疾病在保單生效前已經出現，或相關病症的病徵或症狀於保單生效前已存在。

個案
Case 12

EXCLUDED ITEMS 不保事項

Essence of Complaint:
Congenital Condition (hydrocele)

投訴爭議點：
先天性疾病（鞘膜積液）

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

Ms Law effected a hospitalization policy for his son (the insured) who was 16 months old. Two years later, the insured suffered from right scrotal swelling and was diagnosed with right hydrocele. He was then admitted to a private hospital for high ligation of right hydrocele.

The insurer declined the hospitalization claim on the grounds that the insured's right hydrocele was a congenital condition which fell within the policy exclusion.

According to the insured's attending doctor, the insured complained of right scrotal swelling for two weeks before the first consultation. The underlying cause was idiopathic. There was no documentation of any hydrocele upon reviewing the insured's birth history. He was noted to have swelling by Ms Law at the age of three. Under such background, the attending doctor would not classify the insured's hydrocele under congenital cause.

The Insurer noted from the operation record that the operative diagnosis was hydrocele and the procedures were dissection and high ligation of patent processus vaginalis (PPV). As the surgery was obviously a repair of a congenital defect, the insurer maintained its claim decision.

投訴內容

羅女士為 16 個月大的兒子（受保人）投購住院保險，兩年後，受保人出現右側陰囊腫脹，被診斷患上右側鞘膜積液，他其後入住私家醫院接受右側鞘膜積液高位結紮手術。

保險公司以受保人的右側鞘膜積液為先天性疾病，屬保單的不保事項為理由，拒絕受理有關住院索償申請。

受保人的主診醫生指，受保人於首次求診前右陰囊已腫脹兩星期，原因為突發性；而他的出生紀錄文件並沒有顯示任何鞘膜積液。羅女士於受保人三歲時注意到他右側陰囊腫脹。在這樣的背景下，主診醫生不同意將受保人的鞘膜積液歸納為先天性原因導致。

保險公司從手術紀錄得悉，手術的診斷結果為鞘膜積液，手術程序為剖析及高位結紮未關閉的腹膜鞘狀突。由於有關手術明顯是為修復先天性缺陷，保險公司因此維持原來的理賠決定。

個案 Case 12

Findings of the Complaints Panel

It is stated in the policy exclusions that "the insurer shall not pay any benefits in relation to or arising from... expenses incurred for medical services provided as a result of congenital conditions which have manifested or been diagnosed before the insured person attained the age of eight years." And "congenital condition" means "(a) any medical, physical or mental abnormalities existed at the time of or before birth, whether or not being manifested, diagnosed or known at birth; or (b) any neo-natal abnormalities developed within six months of birth".

From the information available, the Complaints Panel noted that there was no evidence showing that the insured's hydrocele was resulted from infection, inflammation, injury within the scrotum or other medical conditions. As hydrocele usually occurs because of non-closure of PPV and the insured underwent the procedure of high ligation of PPV, which is a surgical repair to close the defect at the deep inguinal ring, the Complaints Panel tended to agree that the insured's hydrocele was more likely to be a congenial condition.

Ruling of the Complaints Panel

The Complaints Panel concurred with the insurer to decline the hospitalization claim in accordance with the policy exclusion. The amount of dispute was about HK$58,000.

Message from the Complaints Panel

In deciding whether a condition is congenital in nature, the Complaints Panel usually refers to common medical literatures or references, the opinions given by the attending doctors and the age when the insured was diagnosed with such a medical condition. If the insured is diagnosed with a medical condition at very young age and there is no objective evidence that the medical condition is acquired after birth, the Complaints Panel will take the view that the claimed medical condition is likely congenital in nature.

投訴委員會的調查結果

保單的不保事項條款訂明：「保險公司不會賠償與下列項目相關或由其引致的費用……受保人年屆八歲前發病或確診的先天性疾病所招致的醫療服務費用」；而「先天性疾病」是指「(a) 任何於出生時或之前已存在的醫學、生理或精神上的異常，不論於出生時有關異常是否已出現、被確診或獲知悉；或 (b) 任何出生後六個月內出現的新生嬰兒異常。」

根據現有資料，投訴委員會認為沒有證據顯示受保人的鞘膜積液是因感染、炎症或陰囊內受傷或其他醫療狀況導致。由於鞘膜積液一般乃因鞘狀突未完全閉合所致，而受保人接受了鞘狀突高位結紮修復手術以閉合腹股溝環處的缺損，因此，投訴委員會同意受保人所患的鞘膜積液較大可能屬先天性疾病。

投訴委員會的裁決

投訴委員會同意保險公司以相關不保事項條款為理由，拒絕向羅女士作出住院賠償的決定，涉及金額約 58,000 港元。

投訴委員會的意見

當判斷某項病症是否屬於先天性時，投訴委員會通常會參考常見的醫療文獻或資料、主診醫生的意見、以及受保人確診有關病況的年齡。如果受保人於年紀很小時便被確診患上某疾病，並且沒有客觀證據顯示該疾病是出生後才感染的，投訴委員會相信該索賠的病症較大可能屬先天性。

Case Review
個案分析

個案
Case 13

EXCLUDED ITEMS 不保事項

Essence of Complaint:
Water Seepage

投訴爭議點：
滲水

Type of Insurance:
Household

保險類別：
家居保險

The Complaint

Mr Sin submitted a claim to the insurer under his household policy for damage caused to the wall of the insured premises because of heavy rainstorm on 11 May 2022. As stated in the claim form, rainwater dripped down from the ceiling above the windowsill, causing damage to the wall with paint peeled off.

The insurer noted that the damage was caused by seepage of rainwater but the seepage was not caused by rain through openings to the fabric of the building by direct force of typhoon or windstorm. As the situation fell within the policy exclusion, the insurer refused to entertain Mr Sin's claim.

投訴內容

冼先生就 2022 年 5 月 11 日的暴雨造成受保單位的牆身損壞，向保險公司提出家居索償。根據索償表格紀錄，雨水從窗台上方的天花滴下，導致牆壁受損及油漆剝落。

保險公司指出，有關損毀是由雨水滲漏導致，而滲漏並非直接因颱風或暴風破壞樓宇結構引致雨水從缺口滲入造成的。由於有關情況屬保單的不保事項，保險公司拒絕受理冼先生的索償申請。

個案 Case 13

Findings of the Complaints Panel

It is stated in the "exclusion under Home Contents" section of the policy that "this section does not cover loss or damage directly or indirectly caused by or contributed to by... seepage of water except damage caused by rain through openings made to the fabric of the buildings by direct force of typhoon or windstorm."

The Complaints Panel noted from the weather summary of May 2022 issued by Hong Kong Observatory that the trough of low pressure brought heavy showers and squally thunderstorms to the Pearl River Estuary areas on 11 to 13 May 2022. Locally, more than 300mm of rainfall were generally recorded over the territory. According to the weather summary, neither typhon nor strong monsoon signal was issued between 11 and 13 May 2022.

Given that only heavy rainfall or rainstorm were recorded during the material time, the Complaints Panel concurred that there was no evidence showing that the incident of water seepage was caused by rain through openings made to the fabric of the buildings by direct force of typhoon or windstorm.

投訴委員會的調查結果

有關保單的「家居財物」不受保事項條款訂明：「本章不會承保下述直接或間接導致的損失或損毀……滲漏造成的損失，但直接因颱風或暴風破壞樓宇結構引致雨水從缺口滲入造成的毀壞除外」。

投訴委員會從香港天文台於 2022 年 5 月發出的天氣摘要得悉，一道活躍低壓槽於 5 月 11 日至 13 日為珠江口一帶帶來大驟雨及狂風雷暴，本港各區在這三日普遍錄得超過 300 毫米雨量。根據有關紀錄，天文台於 2022 年 5 月 11 日至 13 日期間並沒有發出颱風或強烈季候風信號。

鑑於事發時本港僅錄得大雨或暴雨，投訴委員會同意沒有證據顯示有關滲水是因颱風或暴風破壞樓宇結構引致雨水從缺口滲入造成。

Ruling of the Complaints Panel

The Complaints Panel endorsed the insurer's decision in declining Mr Sin's household claim of nearly HK$41,000 in accordance with the policy exclusion.

投訴委員會的裁決

投訴委員會裁定保險公司以相關不保事項條款，拒絕向冼先生作出家居賠償的決定合理，涉及金額接近 41,000 港元。

Message from the Complaints Panel

Policy exclusions list out all the losses, perils, situations, conditions or circumstances that are excluded from the policy coverage. The purpose of which is to limit the coverage to only those risks the policies are intended to cover at the agreed premium. If a claim falls within the policy exclusion, the insurer will not be liable to pay the claim.

投訴委員會的意見

不保事項條款羅列所有不受保單保障的損失、風險、情況、狀況或環境，目的是以雙方同意的保費，限制保單的保障範圍於擬承保的風險之內。如果索償項目屬保單的不保事項，則保險公司並沒有責任作出賠償。

Case Review
個案分析

個案
Case 14

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

Mr Chen was admitted to a private hospital for bronchoscopy, video-assisted thoracoscopic (VAT) and superior segmentectomy of right lower lobe under the care of Dr So. He was diagnosed as suffering from ground glass opacity (GGO). The total hospital expenses incurred was around HK$850,000, of which HK$400,000 belonged to the surgeon's fee and HK$135,000 belonged to the anesthetist fee.

Having taken into account the complexity of the surgery and the market median surgeon charge for similar operations, the insurer considered that the surgeon's fee charged was excessive and settled HK$480,000 to Mr Chen, consisting of surgeon's fee HK$100,000 and anesthetist fee HK$35,000 by applying the reasonable and customary (R&C) charges clause in the policy.

Mr Chen appealed against the insurer's decision by providing a letter from Dr So, who confirmed that Mr Chen had an enlarging GGO in the superior segment of his right lower lobe that was highly suspicious of an early lung cancer. He underwent uniportal VAT which is the most minimally invasive technique in which only a very small incision was made, and segmentectomy which is a complex way to perform removal of a section of a lobe of the lung.

The insurer reassessed the claim with consideration of Dr So's expertise in advanced technique and benchmarked his previous charges for similar surgeries. It subsequently agreed to adjust upwards the surgeon fee to HK$180,000 and the anesthetist fee to HK$63,000.

However, Mr Chen was still dissatisfied with the insurer's revised offer.

投訴內容

陳先生入住私家醫院，在蘇醫生的照料下進行支氣管鏡檢查、胸腔內視鏡影像輔助手術和右下葉上端切除術，最終診斷結果為肺部毛玻璃樣病變，住院總開支約 850,000 港元，當中 400,000 港元屬外科醫生手術費，135,000 港元則為麻醉師費。

經考慮手術的複雜程度及市場上類似手術的醫生收費中位數後，保險公司認蘇醫生收取的外科手術費用過高，遂引用「合理及慣常收費」條款向陳先生作出 480,000 港元賠償，當中包括外科醫生手術費 100,000 港元及麻醉師費 35,000 港元。

陳先生就保險公司的賠償決定提出上訴，並附上蘇醫生的信函，蘇醫生確定陳先生的右下葉上端毛玻璃樣結節增大，高度懷疑是早期肺癌。他接受的單孔電視輔助胸腔鏡手術屬最微創技術，僅需透過一個非常小的切口進行；而肺段切除手術則屬一種複雜的方法，用於切除部分肺葉。

保險公司重新評估有關索償申請，經考慮到蘇醫生在先進技術的專業知識及他之前就類以手術的收費基準後，同意將外科醫生手術費賠償及麻醉師費賠償分別上調至 180,000 港元及 63,000 港元。

然而，陳先生仍然不滿意保險公司修訂的賠償建議。

個案 Case 14

Findings of the Complaints Panel

It is stated in the policy provisions that "R&C charge" means "any fee or expense which... does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses is incurred, which for the avoidance of doubts, shall not exceed the level of such charges applicable to a standard private room for treatment, supplies or medical services provided during a covered confinement." Further, the insurer reserves the right to determine whether any particular hospital/medical charge is a R&C charge with reference but not limited to any relevant publication or information made available, such as schedule of fees, by the government, relevant authorities and recognized medical association in the locality. The insurer reserves the right to adjust any and all benefits payable in relation to any hospital/medical charge which in the opinion of the insurer's medical examiner is not a R&C charge.

The Complaints Panel noted from the list of private services in Hospital Authority (HA) that "bronchoscopy" and "lobectomy of lung" were classified as Minor I operation and Ultra-Major I operation respectively and their related fees (including surgeon fee, administration of anesthetics, medicines used in operation and operating theatre expenses) ranged from HK$6,070 to HK$12,750 and from HK$72,050 to HK$88,330. In other words, the insurer's offer was already more than a double of the top end of the range of HA's reference for similar operations.

Having further taken into account the complexity of the surgery, expertise and equipment adopted during the surgery and the historical figures of surgeon fee charged by Dr So for alike surgery, the Complaints Panel agreed that the insurer's application of the R&C charges clause in the claims settlement was appropriate.

Ruling of the Complaints Panel

The Complaints Panel ruled in favour of the insurer and agreed with its claims 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

保單的條款訂明：「合理及慣常收費」是指「……費用或開支不超過在收取費用當地提供類似治療、醫療物品或醫療服務的一般收費標準。未免生疑，對於住院期間提供的治療、醫療物品或醫療服務的收費不得超過適用於標準私家房的收費標準」。此外，保險公司有權根據（但不限於）由當地政府、相關機構及認可之醫療組織提供的有關公布或資料如收費表去決定任何該等住院／醫療收費是否合理及慣常收費；若根據保險公司醫務總監的意見，任何住院／醫療收費並非合理及慣常收費，則保險公司有權調整任何或所有就該等收費應支付之利益。

投訴委員會從醫院管理局（醫管局）的私家醫療服務項目的收費表中得悉，「支氣管鏡」及「肺葉切除術」分別屬於第一類小型手術及第一類超大型手術，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 港元及 72,050 港元至 88,330 港元。換言之，保險公司的賠償建議已是醫管局就同類型手術的參考收費範圍上限的兩倍以上。

經進一步考慮手術的複雜性、手術過程中採用的專業技術和設備，以及蘇醫生過去就類似手術收取的外科手術費數據後，投訴委員會同意保險公司在理賠中引用「慣常及合理收費」條款的決定恰當。

投訴委員會的裁決

投訴委員會裁定保險公司向陳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:
Beautification or Cosmetic Treatment

投訴爭議點：
美容或整容治療

Type of Insurance:
Medical

保險類別：
醫療保險

The Complaint

Ms Wong suffered from vitiligo which is an autoimmune dysfunction that affecting the function of melanocytes. She had been treated with topical medicine and light therapy for years, but the effect was not obvious and her condition got worse. She subsequently consulted a dermatologist, presenting with multiple patches of depigmentation with itchy rash and blister. She followed the advice of the dermatologist to perform skin excision with grafting as a day case surgery.

The Insurer considered that skin grafting belonged to a cosmetic treatment which fell within policy exclusion. It therefore refused to honour Ms Wong's medical claim.

投訴內容

黃女士患有白斑病，是一種影響黑色素細胞功能的自身免疫功能障礙，多年來一直接受外用藥物及光照治療，惟效果不明顯，情況趨惡化。她其後因多處色素脫失伴有發癢皮疹和水泡向皮膚專科醫生求診，並聽從皮膚專科醫生的建議，以日間手術方式進行植皮手術。

保險公司認為植皮手術屬於美容治療，為保單的不保事項，因此拒絕受理黃女士的醫療索償申請。

個案 Case 15

Brief Facts

It is stipulated in the "General Exclusions" of the policy that "the insurer shall not pay any benefits in relation to or arising from... any charges in respect of services for beautification or cosmetics purposes..."

Vitiligo presents clinically with signs and symptoms of white patches on the body. As the purpose of skin grafting is to achieve repigmentation that matches the surrounding normal skin, the insurer considered that the surgery was a cosmetic treatment,

Comments of the Honorary Secretaries

The case was referred to three Honorary Secretaries. Having reviewed all the available information, two Honorary Secretaries disagreed with the insurer's decision in declining the claim. They considered that excision with skin grafting was aimed to correct depigmentation caused by the disease of vitiligo, as well as to treat the associated symptoms of itchy rash and blisters in Ms Wong's case. The claim should not fall into the exclusion for beautification or cosmetic services and should be admitted as a medically necessary treatment of reconstructive nature.

Feedback of the Insurer

Having duly considered the opinions of the Honorary Secretaries, the insurer agreed to revise its previous claim decision and settled Ms Wong's medical claim for her treatment of skin grafting amounting to HK$17,950.

基本資料

保單的一般不保事項條款訂明：「保險公司不會賠償與下列項目相關或由其引致的費用……以為美容或整容為目的的服務……」。

白斑病的臨床表徵為身體出現白色斑塊。由於植皮手術的目的是為了使受影響部分的膚色與周圍正常皮膚的膚色匹配，因此保險公司認為有關手術屬美容性質的治療。

名譽顧問的意見

個案轉交三位名譽顧問審閱，其中兩位名譽顧問不同意保險公司拒絕賠償的決定，認為植皮手術的目的是改善由白斑病引致的色素脫失，同時治療黃女士因白斑病引致的皮疹及水泡症狀。因此，有關索償不屬於不保事項條款所指的美容或整容治療，而應被視為具重建性且醫療必須的治療。

保險公司的回應

保險公司充分考慮了名譽顧問的意見後，同意撤回原來的決定，並就黃女士的植皮治療作出 17,950 港元的醫療賠償。

Case Review
個案分析

個案
Case 16

MUTUAL SETTLEMENT 雙方和解

Essence of Complaint:
Non-Disclosure
(facts influencing underwriting decision)

投訴爭議點：
沒有披露事實
（影響承保決定）

Type of Insurance:
Medical

保險類別：
醫療保險

The Complaint

Ms Lee consulted the family medicine unit of a public hospital in June 2021 due to multiple fibroid and liver mass for one year. She was then referred to Department of Surgery and Gynecology for further management. Five months later, she performed magnetic resonance imaging of whole abdomen and liver functional test at a diagnostic imaging center. She then filed a medical claim to the insurer in respect of the expenses incurred.

During claims investigation, the insurer noted that Ms Lee had several consultations at outpatient department of a public hospital for waist/back pain, plantar fasciitis and dry eyes syndrome during the period from 2015 to 2019. As she did not disclose the aforesaid medical information when she applied for the policy in January 2020, the insurer declined her medical claim for material non-disclosure.

Ms Lee disagreed with the insurer's decision and emphasized that the so-called non-disclosed health conditions were mild. She had fully recovered after using topical medicine and eye drops and no follow-up consultation was required.

投訴內容

李女士於 2021 年 6 月因多發性子宮肌瘤及肝臟腫塊持續一年向公立醫院家庭醫學科求診，其後獲轉介至外科及婦科作進一步跟進。五個月後，黃女士於影像診斷中心進行全腹磁力共振檢查及肝功能測試，她就有關檢查費用向保險公司提出索償申請。

於調查索償期間，保險公司得悉李女士於 2015 年至 2019 年期間曾因腰背痛、足底筋膜炎及眼乾症數次向公立醫院的門診部求診。由於她於 2020 年 1 月投保時沒有披露上述病歷資料，保險公司因此以她沒有披露重要事實為理由，拒絕受理相關醫療索償申請。

李女士不同意保險公司的賠償決定，強調所謂的沒有披露的健康狀況均屬輕微，她在使用了外用藥物及眼藥水後已完全痊癒，無需覆診。

個案 Case 16

Brief Facts

It was noted from the medical report of a public hospital that Ms Lee had the following consultation records.

i. waist and back pain in 2015; and
ii. plantar fasciitis in 2017; and
iii. dry eyes syndrome and plantar fasciitis in 2019.

Upon receipt of the complaint case, ICB referred it to the insurer for review and representation.

Feedback of the Insurer

Having further obtained medical documents from the public hospital, the insurer learnt that Ms Lee had consulted the outpatient department for the above medical conditions. However, all the medical consultations were one-off. There was no information showing that she had continuous treatments or follow-up consultations for the aforesaid medical conditions.

As Ms Lee's aforesaid medical conditions were mild, the insurer agreed to revise its previous decision upon re-underwriting and settled the medical claim of around HK$10,000 to Ms Lee.

基本資料

根據公立醫院發出的醫療報告顯示，李女士有下列求診紀錄：

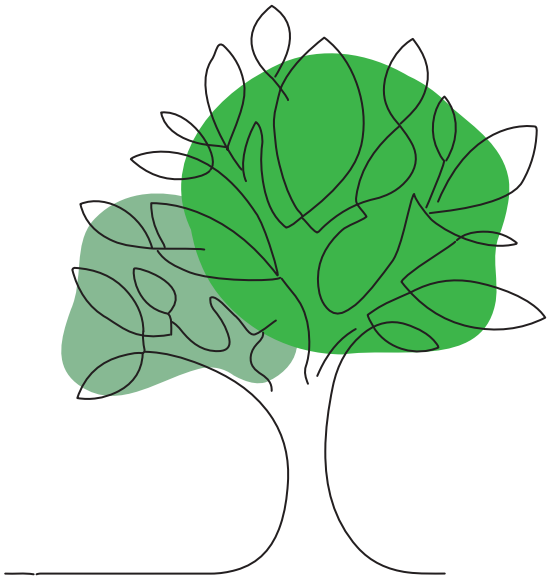
i. 於 2015 年因腰及背痛求診；
ii. 於 2017 年因足底筋膜炎求診；
iii. 於 2019 年因眼乾症及足底筋膜炎求診。

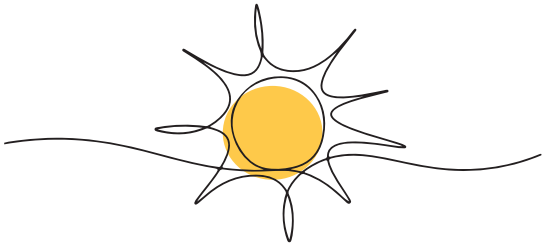
投訴局在收到李女士的個案後，轉交予保險公司要求重新審核及提交答辯。

保險公司的回應

經向公立醫院索取進一步醫療文件後，保險公司得悉李女士曾就上述醫療狀況向門診部求診，然而，所有求診均屬一次性，現有文件未能顯示李女士曾就上述醫療狀況持續接受治療或覆診。

由於李女士的上述醫療狀況均屬輕微，保險公司在重新核保後，同意撤回原來的拒賠決定，向李女士作出約 10,000 港元的醫療賠償。





Financial Statements
財務報表

01/01/2022 - 31/12/2022

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 65 to 72, which comprise the statement of financial position as at 31 December 2022, 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 2022 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 2023

Statement of financial position as at 31 December 2022

(Expressed in Hong Kong dollars)

	Note	2022	2021
		$	$
Current assets			
Prepayments and receivables		255,609	436,836
Tax Recoverable	7	2,053	-
Cash and cash equivalents	4	3,110,566	3,006,229
Total current assets		3,368,228	3,443,065
Current liabilities			
Tax payable	7	-	10,315
Accounts payable		210,066	167,065
Subscriptions received in advance		1,806,000	2,129,000
Total current liabilities		2,016,066	2,306,380
Net assets		1,352,162	1,136,685
Accumulated surplus		1,352,162	1,136,685

Approved and authorised for issue by the General Committee on 31 March 2023

Pamela Chan Wong Shui	Lee Siu Chuen Mike
Chairman	Member

The notes on pages 68 to 72 form part of these financial statements.

Statement of comprehensive income for the year ended 31 December 2022

(Expressed in Hong Kong dollars)

	Note	2022	2021
		$	$
Income			
Subscriptions		3,028,000	2,999,000
Case fee		600,000	635,000
Interest income		1,343	44
		3,629,343	3,634,044
Expenditure			
Administration fees charged by the HKFI	5	3,231,612	3,178,000
Printing and stationery		1,639	4,250
Liability insurance		33,818	32,940
Professional fees		75,000	800
Web-site fees		7,921	8,160
Sundry expenses		55,521	80,009
Auditors' remuneration	6	-	-
		3,405,511	3,304,159
Surplus for the year before taxation		223,832	329,885
Profits tax expense	7	(8,355)	(17,210)
Surplus and total comprehensive income for the year		215,477	312,675

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

The notes on pages 68 to 72 form part of these financial statements.

Cash flow statement
for the year ended 31 December 2022
(Expressed in Hong Kong dollars)

	Note	2022	2021
		$	$
Cash flows from operating activities			
Surplus for the year before taxation		223,832	329,885
Interest income		(1,343)	(44)
Increase in accounts payable		43,001	82,065
Decrease/(increase) in prepayments and other receivables		181,227	(116,654)
(Decrease)/increase in subscriptions received in advance		(323,000)	244,000
		123,717	539,252
Hong Kong profits tax paid		(20,723)	(21,841)
Net cash inflow generated from operating activities		102,994	517,411
Cash flows from investing activities			
Interest received		1,343	44
Net cash inflow generated from investing activities		1,343	44
Net increase in cash and cash equivalents		104,337	517,455
Cash and cash equivalents at the beginning of the year		3,006,229	2,488,774
Cash and cash equivalents at the end of the year	4	3,110,566	3,006,229

The notes on pages 68 to 72 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 2022 and 2021.

7 Taxation

Hong Kong Profits Tax has been provided at the rate of 8.25% (2021: 8.25%) on the estimated assessable profit for the year. 100% of the 2022/23 profits tax is waived subject to a ceiling of $6,000 for the Company (2021: $10,000).

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

	2022 $	2021 $
Current tax - Hong Kong Profits Tax		
Provision for the year	18,355	27,211
Over-provision in respect of prior years	(10,000)	(10,001)
	8,355	17,210

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

	2022 $	2021 $
Surplus before taxation	223,832	329,885
Notional tax on surplus before taxation, calculated at the tax rate of 8.25% (2021: 8.25%)	18,466	27,215
Tax effect of non-taxable income	(111)	(4)
Over provision in prior years	(10,000)	(10,001)
Tax expense	8,355	17,210

8 General Committee members' emoluments

During the years ended 31 December 2022 and 2021, 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.

9 Possible impact of amendments and new standards issued but not yet effective for the year ended 31 December 2022

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 2022 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
Amendments to HKAS 1, *Presentation of financial statements* and HKFRS Practice Statement 2, *Making materiality judgements: Disclosure of accounting policies*	1 January 2023
Amendments to HKAS 8, *Accounting policies, changes in accounting estimates and errors: Definition of accounting estimates*	1 January 2023
Amendments to HKAS 12, *Income Taxes: Deferred tax related to assets and liabilities arising from a single transaction*	1 January 2023
Amendments to HKAS 1, *Presentation of financial statements: Classification of liabilities as current or non-current*	1 January 2024

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

Incorporated with limited liability

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保險投訴局

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