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「恒安標準人壽(亞洲)」兒童疫苗接種保障保單

保障細則

本保障細則是 **Avo** 兒童疫苗接種保障保單(以下稱為「本保單」)的摘要·本保障細則包含釋義、條款、條件及不保事項。

第一部分 - 釋義

本條款及保障中使用的字詞及表述必須按照以下所述解釋 -

「**免疫接種副反應**」 是指**疫苗接種**過程中或接種後發生的可能造成受種者機體組織器官、功能損害,與疫苗使用

不一定具有因果關係的反應。可表現為任何不適癥狀或體徵·異常實驗室檢查結果或疾病。 免疫接種副反應分為五類:疫苗產品相關反應、疫苗質量缺陷相關反應、免疫錯誤相關反應、免疫焦慮相關反應和*偶合事件。*這些反應可進一步分類為過敏反應、局部反應,例如:充血、疼痛、注射部位腫脹;系統性反應,如發燒、敗血症、皮疹、疲勞等;神經系統疾病

包括癲癇發作、腦病、腦膜炎、腦炎、臂神經炎和格林巴厘綜合徵。

「*年***龄**」 於 *保障期限*起始日時的上一個生日之年歲。

「**偶合事件**」 根據世界衛生組織定義 · **偶合事件**是指在接種疫苗後發生 · 但不是由疫苗或**疫苗接種**所引起

的事件。偶合是指時間關聯,大約在同一時間發生兩個或多個事件,而前一個事件可能與後

面事件之間沒有因果關係。

「*住院*」 是指*受保人*在*醫療所需*的情況下,按*註冊醫生*的建議以*住院病人*身份入住*醫院*以接受*醫療*

服務。惟因急症在醫院進行手術或其他醫療服務的急症治療時,則沒有最低*住院*時間要

求。

住院必須以**醫院**開出的每日病房費單據作證明‧**受保人**必須在整個**住院**期間連續留院。

「*禁忌症*」 是指某些疫苗接種者會出現嚴重不良反應的風險·或者疫苗的風險超過任何潛在治療益處

的情況。

「**傷病**」 是指不適或疾病,包括任何由此而引發的併發症。

「**合資格費用**」 是指就**傷病**接受**醫療服務**所需的費用。

「*港幣*」 是指*香港*法定貨幣。

「**香港**」 是指中華人民共和國香港特別行政區。

Document Control No.: POL-PES-24062021-SLV-N Page 1 | 17

「**香港兒童免疫接種計** 是指香港衞生署衞生防護中心轄下的「疫苗可預防疾病科學委員會」建議的**香港兒童免疫接種** 劃」 計劃。

| 年歲 | 香港兒童免疫接種計劃 |
|------|-----------------------------------|
| 初生 | 卡介苗 |
| | 乙型肝炎疫苗 - 第一次 |
| 一個月 | 乙型肝炎疫苗 - 第二次 |
| 兩個月 | 白喉、破傷風、無細胞型百日咳及滅活小兒麻痺混合疫苗 - 第一次 |
| | 肺炎球菌疫苗 - 第一次 |
| 四個月 | 白喉、破傷風、無細胞型百日咳及滅活小兒麻痺混合疫苗 - 第二次 |
| | 肺炎球菌疫苗 - 第二次 |
| 六個月 | 白喉、破傷風、無細胞型百日咳及滅活小兒麻痺混合疫苗 - 第三次 |
| | 乙型肝炎疫苗 - 第三次 |
| 十二個月 | 麻疹、流行性腮腺炎及德國麻疹混合(MMR)疫苗 - 第一次 |
| // | 肺炎球菌疫苗 - 加強劑 |
| | 水痘疫苗 - 第一次 |
| 十八個月 | 白喉、破傷風、無細胞型百日咳及滅活小兒麻痺混合疫苗 - 加強劑 |
| | 麻疹、流行性腮腺炎、德國麻疹及水痘混合(MMRV)疫苗 - 第二次 |
| /]\— | 麻疹、流行性腮腺炎、德國麻疹及水痘混合(MMRV)疫苗 - 第二次 |
| | 白喉、破傷風、無細胞型百日咳及滅活小兒麻痺混合疫苗 - 加強劑 |
| 小五 | 人類乳頭瘤病毒疫苗 (HPV) - 第一次 |
| 小六 | 白喉(減量)、破傷風、無細胞型百日咳(減量)及滅活小兒麻痺混合 |
| | 疫苗 - 加強劑 |
| | 人類乳頭瘤病毒疫苗 (HPV) - 第二次 |

「**醫院**」 是指按其所在地法律妥為成立及註冊為醫院的機構·為不適及受傷的**住院病人**提供**醫療服** 務·並 -

- (a) 具備診斷及進行大型手術的設施;
- (b) 由持牌或註冊護士提供二十四(24)小時護理服務;
- (c) 由一(1)位或以上*註冊醫生*駐診;及
- (d) 非主要作為診所、戒酒或戒毒中心、自然療養院、水療中心、護理或療養院、寧養或 経護理中心、復康中心、護老院或同類機構。

「**免疫接種**」 是指通過**疫苗接種**使人們免受疾病侵害的過程。該術語通常與**疫苗接種**或接種互換使用。

「**免疫接種記錄卡**」 是指疫苗接種記錄/卡片(有時也稱為免疫接種記錄/卡片)提供了您或您的孩子接種所有疫苗的歷史記錄。某些工作、出國旅行、學校註冊或其他目的可能需要此記錄。

「*住院病人*」 是指*住院*中的*受保人*。

「**保險業監管局**」 是指按**《保險業條例》**第4AAA條設立的香港保險業監管局。

「**保險業條例**」 是指香港法例第41章 《**保險業條例》**。

「*受保人*」 是指任何香港居民並:

a) 年齡為十二(12)歲或以下及持有有效的香港出生證明書;以及

b) 其**父母年齡**為十八 (18) 歲或以上及持有有效香港身份證並已獲得**保單持有人**以書面確認保險資格。相關**受保人**資料由**保單持有人**提供給**Avo**作記錄。

「**醫療服務**」 是指就診斷或治療**受保人**的**傷病所**提供的**醫療所需**服務,包括按情況所需的**住院**、治療、 程序、檢測、檢查或其他相關服務。

「**醫療所需**」 是指按照一般公認的醫療標準,就診斷或治療相關**傷病**接受**醫療服務**的需要,而**醫療服務** 必須符合下列條件 –

- (a) 需要*註冊醫生*的專業知識或轉介;
- (b) 符合該 *傷病*的診斷及治療所需;
- (c) 按良好而審慎的醫學標準及主診 **註冊醫生**審慎的專業判斷提供,而非主要為對*受保* **人**、其家庭成員、照顧人員或主診**註冊醫生**帶來方便或舒適而提供;
- (d) 在環境最適當及符合一般公認的醫療標準的設備下,提供*醫療服務*;及
- (e) 按主診註冊醫生審慎的專業判斷,以最適當的水平向*受保人*安全及有效地提供。

就本條款及保障的釋義而言,在不抵觸上述一般條件下,符合*醫療所需*條件的*住院*情況包括但不限於以下例子 –

- (i) *受保人*因急症需要在*醫院*接受緊急治療:
- (ii) 手術是在全身麻醉下進行;
- (iii) 具備手術或治療程序所需的設備,有關手術或治療程序並不能以日症病人的方式進行:
- (iv) *受保人*同時發生的*傷病*屬明顯嚴重;
- (v) 主診**註冊醫生**考慮到*受保人*的個人情況下·經過審慎的專業判斷及考慮*受保人*安全後·所需的*醫療服務*應在*醫院*內進行;
- (vi) 經過主診*註冊醫生*審慎的專業判斷·*住院*時間對*受保人*接受的*醫療服務*是合適的;及/
- (vii) 如屬*註冊醫生*認為需要的診斷程序或專職*醫療服務*·經該*註冊醫生*審慎的專業判斷及 考慮*受保人*安全後·所需治療程序或服務應在*醫院*內進行。

在上文(v)至(vii)的情況下·主診*註冊醫生*行使審慎的專業判斷時·應該考慮該*住院*是否 –

- (aa) 按照當地良好及審慎的醫療標準提供該**醫療服務**·而非主要為**受保人**、其家庭成員、 照顧人員或主診**註冊醫生**提供方便或舒適的環境;及
- (bb) 在環境最適當及符合當地一般公認的醫療標準的設備下,提供該醫療服務。

「*父母*」 是指*受保人*的*父母*或法定監護人。

「*保單持有人*」或

是指恒安標準人壽(亞洲)有限公司。

「恒安標準人壽

(亞洲)」

「注意事項」

是指疫苗接種者的身體狀況·可能會增加發生嚴重不良反應的風險或可能導致疫苗受損不能使機體產生最佳免疫能力。

「投保前已有病症」

是指**受保人**於保障期限前已存在的任何不適、疾病、受傷、生理、心理或醫療狀況或機能 退化,包括先天性疾病。在以下情況發生時,一般審慎人士理應已可察覺到**投保前已有病** 症-

- (a) 病症已被確診;或
- (b) 病症已出現清楚明顯的病徵或症狀;或
- (c) 已尋求、獲得或接受病症的醫療建議或治療。

「保障期限」

是指個別*受保人*的保障有效期限·即由*恒安標準人壽(亞洲)*所訂明的保障生效日期起計的 12個月。

「註冊醫生」

是指符合以下資格的西醫 -

- (a) 具有正式資格並已按香港法例第 161 章《醫療註冊條例》在香港醫務委員會註冊·或在**香港**境外的司法管轄區內由**我們**絕對真誠及合理地認為具有同等效力的團體註冊;及
- (b) 在**香港**或**香港**境外的司法管轄區,經當地法例許可提供相關**醫療服務**,

下列人士在任何情況下均不得包括在內 - *受保人、父母、*保險中介人、或*父母及*/或*受保人*的僱主、僱員、直系親屬或業務夥伴(除非事先經*我們的*書面批准)。若該醫生未能按**香港**法例或在**香港**以外的司法管轄區具有同等效力的團體註冊(由*我們*絕對真誠及合理地決定),*我們*必須作出合理的判斷,以決定該醫生是否仍被視為符合資格及已註冊。

「*兒童免疫接種的調查* 是指由食物及衞生局提供給醫療保健專業人員有關疫苗*禁忌症*和*注意事項*的問卷。 *問卷*」

「*嚴重免疫接種副反* 是指如果出現以下情況,*免疫接種副反應*將被認為是嚴重的:

應」

- (a) 導致死亡;
- (b) 威脅生命;
- (c) 要求*住院*或延長現有*住院*時間;
- (d) 導致持續或嚴重的殘疾/喪失能力。

「**疫苗接種**」 是指接種以下疫苗,包括:

- (a) 由**香港兒童免疫接種計劃(HKCIP)**提供的疫苗(直到小學1年級);或
- (b) 由*註冊醫生*提供可用的兒童疫苗,包括流感疫苗、乙型流感嗜血桿菌疫苗、腦膜炎雙球菌疫苗、肺炎球菌多醣疫苗、甲型肝炎疫苗、日本腦炎疫苗、口服輪狀病毒疫苗和

霍亂疫苗,

通過針頭注射、口服或噴鼻接種疫苗以誘導免疫力。

「*我們*」、「*我們的*」 是指安我保險有限公司。 或「**Avo**」

第二部分 - 保障

在**保障期限**內·若**受保人**在**疫苗接種**後罹患**免疫接種副反應而住院**或死亡·**我們**將按本條文賠償保障。

所有賠償予**父母**的保障·必須按*住院*保障的*合資格費用*實際金額作實報實銷賠償及身故恩恤金作賠償·並受最高賠償額所規限。*住院*保障及身故恩恤金賠償的最高賠償額分別為港幣10,000元及港幣50,000元。

1. 一般條件

(a) 保障地域範圍

本保單內所有保障只適用於香港。

(b) 終身保障限額

本保單內所有保障均不設終身保障限額。

(c) 選擇醫療服務提供者

本保單內所有保障均不設選擇醫療服務提供者(包括但不限於註冊醫生及醫院)的限制。

(d) 選擇病房級別

本保單內所有保障均不設醫院病房級別選擇的限制。

2. 免疫接種副反應保障

在*保障期限*內·如果*受保人*被診斷患有**免疫接種副反應**·根據索賠程序收到**免疫接種副反應**的適當證據後·**我們**將賠償,如果病人:

- (a) 經*註冊醫生*證明**免疫接種副反應**與該**疫苗接種**有關並以**住院病人**身份入住**醫院**;或
- (b) 死亡。

免疫接種副反應必須是*受保人*在任何公立醫院、私家醫院或*註冊醫生*的診所參加*香港*的*疫苗接種*計劃後的七(7)天之內發生。

3. 保障項目

本第二部分第2節的保障費用,必須按下列保障項目作賠償 -

(a) 住院保障

如果*受保人*因*嚴重免疫接種副反應*的治療入住*醫院,我們*會根據保單支付賠償限額。

(b) 身故恩恤金

如果*受保人*因*嚴重免疫接種副反應*而死亡,*我們*會根據保單支付賠償限額。

第三部分 – 一般不保事項

對於以下任何一項或由以下任何一項導致的事件,直接或間接引起的任何疾病或任何**免疫接種副反應**,均不予賠償:

- 1. 任何藥物濫用、疏忽以及不遵醫囑的行為(有證據證明*受保人*或其家人有意未諮詢醫生,或未遵照醫生的指示改善健康);
- 2. *受保人*或其家人的欺詐活動;
- 3. 申請人對*受保人*的任何故意行為(兒童在*疫苗接種*後身體可能出現輕微反應·例如輕微發燒或腹瀉·申請人為 獲得賠償·不遵醫囑·甚至故意使兒童病情加重以至入院);
- 4. 由於疫苗產品(包括製造商提供的給藥設備)的一個或多個質量缺陷引起或促成的**免疫接種副反應**;
- 5. 由疫苗製備、處理、儲存或管理中的免疫錯誤引起的**免疫接種副反應**;
- 6. 接種疫苗前·在*兒童免疫接種的調查問卷*中提出*免疫接種*的*禁忌症*或*注意事項*為陽性·受保人卻仍然接受*疫苗接種*;
- 7. 由心因性反應引起的**免疫接種副反應**·例如:迷走神經性暈厥(在接種過程中/之後導致疫苗接種者暈厥的神經血管反應);
- 8. 由*偶合事件*引起的**免疫接種副反應**;
- 9. *受保人*的*投保前已有病症*在*疫苗接種*後復發或引起其他疾病。

第四部分 – 一般條款

1. 申請資格

*受保人*的父母必須登記參加保單持有人提供的「免費兒童疫苗接種保障推廣」之活動、及已獲得保單持有人的書面確認書、以符合本保單的保險資格。

2. 已知的情況或事故

只有在**受保人**的**父母**察覺有可能導致對本保單提出任何索償的任何情況之前參加本保單·**受保人**的保險方才有效。

3. 管轄法律

本保單在香港簽發,並受香港特別行政區法律管轄和解釋。

4. 資料不正確或變更

如*保單持有人*在任何時候發現向*我們*聲明的任何資料並不正確或已被更改·*保單持有人*必須立即通知*我們*·因為這會影響*受保人*的保障是否仍然有效。

5. 欺詐

如*受保人*的父母或代表*受保人*的任何人士對本保單作出任何虛假或涉及欺詐的索償·對於此類欺詐性索償·**我** 們概不負責。

6. 重複保險 / 任何其他來源的賠償

每位*受保人*根據本保單只能獲得一(1)次**兒童疫苗接種保障**。如*受保人*的父母已多次登記參加「免費兒童疫苗接種保障推廣」之活動並已向*我們*申報,該*受保人*根據本保單所適用的保障期限應由恒安標準人壽(亞洲)為該*受保人*申報的最早之保障生效日期起生效。在索償時,若同一*受保人*另有其他保險或途徑承保/提供與本保單相同的保障,本保單只應在該*受保人*的其他保險未能作出償付的情況下作出賠償。

7. 索償通知

*受保人*的父母必須在可能導致向本保單提出索償的任何事故發生後九十(90)天內或在合理可能的情況下儘快向我們發出書面的索償通知。任何索償均須連同令我們滿意的證明一併提交,所有證明的費用須由*受保人*或*受保人*的代表負責。如我們未能在提出書面要求的六十(60)天內收取所需索償資料,我們即不會對任何索償承認責任,而該索償均被視作已被放棄。

8. 舉證責任

如*我們*根據可能適用之任何不保事項條文聲稱任何理賠不在本保單承保範圍之列,則*受保人*的*父母*須自行舉證證明該理賠在受保範圍之列。

9. 貨幣

本保單內的所有保費及保障額均以*港幣*計算。對於涉及外幣的索償、匯率將由*我們*以合理的外幣匯率確定。*我們*不會承擔*受保人*可能遇到的任何與匯率相關的損失。

10. 賠償支付

任何賠償應直接支付給相關 受保人的父母。

11. 處理糾紛

若就本保單有任何無法解決的爭議,我們同意通過調解來解決爭議。如果調解失敗,爭議可由一位仲裁人仲裁決定。若立約方未能就仲裁人的選擇達成共識,則有關選擇權將交由當時的香港國際仲裁中心之主席作出決定。在本保單下享有任何索償權或訴訟權的先決條件是須先取得仲裁裁決。如我們拒絕就任何索償向保單持有人及/

或*受保人*承認責任·而*保單持有人*及/或*受保人*的法定代表又未在被拒之日起 十二(12) 個月內提出仲裁·則無論任何情況下·該索償均被視作已被放棄·及以後不可作出追討。

12. 筆誤

我們的筆誤不會令生效之保單因而失效,或令失效之保單因而生效。

13. 第三者權利

任何非本保單一方的個人或機構均不能根據《合約(第三者權利)條例》(香港法例第 623 章)強制執行本保單的任何條款。

14. 制裁條款

我們不可提供任何保障及不會承擔任何賠償責任或提供任何賠償‧若賠償該損失或費用可能使**我們**違反聯合國決議的任何制裁、禁令或限制‧或歐洲聯盟、英國及美國所作出的貿易或經濟制裁、法律或法規或任何其他適用於 **我們於**管轄權。

15. 遵守保單條文

不遵守本保單中的任何條文將導致所有索償無效。

16. 收集個人資料

保單持有人及**受保人**的**父母**同意**我們**所收集及持有的所有個人資料將只用於本保單·並遵守與收集、存儲、使用、披露、處理或轉移任何個人資料的所有適用法律、規例、監管要求、指引、指令及實務守則。

17. 終止 受保人保障

*受保人*於本保單內的所有保障將在下列其中一個日期自動終止,以最早者為準:

- a) *保障期限*屆滿時;
- b) 收到該*受保人*的*父母*的終止保障的事先書面通知;
- c) 當該 *受保人*已獲得 100%的每年最高住院保障保障額;或
- d) *受保人*身故當日。

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"Heng An Standard Life (Asia)" Child Vaccination Protection Policy

Coverage Detail

This Coverage Detail is a summary of Avo Child Vaccination Protection Policy (hereinafter known as "this Policy") which includes definitions, terms, conditions and exclusions.

PART 1 - DEFINITIONS

Certain words in this Policy have specific meanings, which are given below:

"Adverse Event Following Immunisation (AEFI)"

shall mean side events after Vaccination are actually Adverse Event Following Immunisation. It shall mean any untoward medical occurrence which follows Immunisation and which does not necessarily have a causal relationship with the usage of the vaccine. The adverse event may be any unfavorable or unintended sign, abnormal laboratory finding, symptom or disease.

AEFI are categorized into five categories: vaccine product-related reaction, vaccine quality defect-related reaction, Immunisation error-related reaction, Immunisation anxiety-related reaction and coincidental event.

The adverse reactions can further be classified as allergic reactions, local reactions such as redness, pain, swelling at inject site; systematic reaction like fever, sepsis, rash, fatigue etc; and neurological disorders include seizures, encephalopathy, meningitis, encephalitis, brachial neuritis and Guillain-Barre Syndrome.

"Age" or "Aged"

shall mean the age of last birthday on the commencement date of the Protection Period.

"Coincidental Events"

shall mean events occur after a vaccination has been given but are not caused by the vaccine or its administration defined by World Health Organization (WHO). Coincidental related to temporal association, two or more events that occur around the same time but the preceding event may or may not be causally related to the later one.

"Confinement" or "Confined" shall mean an admission of the Insured Person to a Hospital that is recommended by a Registered Medical Practitioner for Medical Services and as an Inpatient as a result of a Medically Necessary condition. No minimum period is required for Confinement in connection with any emergency treatment in a Hospital as a result of an Emergency for the performance of a surgical procedure or other Medical Services in a Hospital.

Confinement shall be evidenced by a daily room charge invoiced by the Hospital and the Insured Person must stay in the Hospital continuously for the entire period of Confinement.

"Contraindication"

shall mean a condition in a recipient that increases the risk for a serious adverse reaction or a situation where the risks of vaccine outweigh any potential therapeutic benefit.

Document Control No.: POL-PES-24062021-SLV-N Page 9 | 17

"Diagnosis"

shall mean a sickness or disease, including any and all complications arising

therefrom.

"Eligible Expenses"

shall mean expenses incurred for Medical Services rendered with respect to a

Diagnosis.

"HKD"

shall mean Hong Kong dollars.

"Hong Kong"

shall mean the Hong Kong Special Administrative Region of the People's Republic of China.

"Hong Kong Childhood Immunisation Programme" shall mean the Hong Kong Childhood Immunisation Programme (HKCIP) from the public health perspective made by The Scientific Committee on Vaccine Preventable Diseases under the Centre for Health Protection (CHP) of the Department of Health's (DH) recommendations.

| Age | Hong Kong Childhood Immunisation Programme |
|-----------|--|
| Newborn | BCG vaccine Hepatitis B vaccine - first dose |
| 1 month | Hepatitis B vaccine - second dose |
| 2 months | DTaP-IPV vaccine - first dose Pneumococcal vaccine - first dose |
| 4 months | DTaP-IPV vaccine - second dose Pneumococcal vaccine - second dose |
| 6 months | DTaP-IPV vaccine - third dose Hepatitis B vaccine - third dose |
| 12 months | Measles, Mumps & Rubella (MMR) vaccine - first dose Pneumococcal Vaccine - booster dose Varicella vaccine - first dose |
| 18 months | DTaP-IPV vaccine - booster dose Measles, Mumps, Rubella & Varicella (MMRV) vaccine - second dose |
| Primary 1 | Measles, Mumps, Rubella & Varicella (MMRV) vaccine - second dose DTaP-IPV vaccine - booster dose |
| Primary 5 | Human papillomavirus (HPV) vaccine - first dose |
| Primary 6 | dTap-IPV vaccine - booster dose Human papillomavirus (HPV) vaccine - second dose |

"Hospital"

shall mean an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Medical Services for sick and injured persons as Inpatient, and which –

- a) has facilities for Diagnosis and major operations;
- b) provides twenty-four (24) hours nursing services by licensed or registered nurses;
- c) has one (1) or more Registered Medical Practitioners;
- d) and is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care center, a rehabilitation center, an elderly home or similar establishment.

"Immunisation"

shall mean a process by which a person becomes protected against a disease through Vaccination. This term is often used interchangeably with Vaccination or Inoculation.

"Immunisation Card"

shall mean vaccination record/card (also called immunisation record/card) provide a history of all the vaccines you or your child received. This record may be required for certain jobs, travel abroad, school registration or other purposes.

"Inpatient"

shall mean an Insured Person who is Confined.

"Insurance Authority"

shall mean the Insurance Authority of Hong Kong established pursuant to section 4AAA of the Insurance Ordinance.

"Insurance Ordinance"

shall mean the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong).

"Insured Person(s)"

shall mean any Hong Kong resident:

- a) who is Aged twelve (12) or below and holds a valid Certificate of Birth in Hong Kong; and
- b) his/ her Parent, who is Aged eighteen (18) or above; holds a valid Hong Kong Identity Card and has received the written confirmation of entitlement to this insurance from the Policy Holder with their details being provided by the Policy Holder to Avo and recorded specifically under this Policy.

"Medical Services"

shall mean Medically Necessary services, including, as the context requires, Confinement, treatments, procedures, tests, examinations or other related services for the investigation or treatment of a Diagnosis.

"Medically Necessary"

shall mean the need to have Medical Services for the purpose of investigating or treating the relevant Diagnosis in accordance with the generally accepted standards of medical practice and such Medical Services must –

- a) require the expertise of, or be referred by, a Registered Medical Practitioner:
- b) be consistent with the Diagnosis and necessary for the investigation and treatment of the Diagnosis;
- c) be rendered in accordance with standards of good and prudent medical practice, and not be rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner;
- be rendered in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice for the Medical Services; and
- e) be furnished at the most appropriate level which, in the prudent professional judgment of the attending Registered Medical Practitioner, can be safely and effectively provided to the Insured Person.

For the purpose of this Policy, without prejudice to the generality of the foregoing, circumstances where a Confinement is considered Medically Necessary include, but not limited to –

- the Insured Person is having an Emergency that requires urgent treatment in Hospital;
- ii) surgical procedures are performed under general anaesthesia;
- iii) equipment for surgical procedure is available in Hospital and procedure cannot be done on a day patient basis;
- iv) there is significantly severe co-morbidity of the Insured Person;

- taking into account the individual circumstances of the Insured Person, the attending Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, the medical service should be conducted in Hospital;
- vi) in the prudent professional judgment of the attending Registered Medical Practitioner, the length of Confinement of the Insured Person is appropriate for the medical service concerned; and/or
- vii) in the case of diagnostic procedures or allied health services prescribed by a Registered Medical Practitioner, such Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, such procedures or services should be conducted in Hospital.

For the purpose of exercising his prudent professional judgment in v) to vii) above, the attending Registered Medical Practitioner shall have regard to whether the Confinement –

- aa) is in accordance with standards of good and prudent medical practice in the locality for the medical service rendered, and, in the prudent professional judgment of the attending Registered Medical Practitioner, not rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner; and
- bb) is in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice in the locality for the medical service rendered.

"Parent(s)"

shall mean the parent or legal guardian of the Insured Person.

"Policy Holder" or "HASL Asia" shall mean Heng An Standard Life (Asia) Limited.

"Precautions"

shall mean a condition in a recipient that may increase the risk for a serious adverse reaction or that might compromise the ability of the vaccine to produce an optimal immune response.

"Pre-existing Condition(s)"

shall mean, in respect of the Insured Person, any sickness, disease, injury, physical, mental or medical condition or physiological degradation, including congenital condition, that has existed prior to the commencement of Protection Period. An ordinary prudent person shall be reasonably aware of a Pre-existing Condition, where –

- a) it has been diagnosed;
- b) it has manifested clear and distinct signs or symptoms; or
- c) medical advice or treatment has been sought, recommended or received.

"Protection Period"

shall mean the period during which the cover is effective in respect of each individual Insured Person i.e. 12 months from the coverage effective date of each individual Insured Person declared by HASL Asia.

"Registered Medical Practitioner"

shall mean a medical practitioner of western medicine,

- a) who is duly qualified and is registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by Us in utmost good faith); and
- b) legally authorised for rendering relevant Medical Services in Hong Kong or the relevant jurisdiction outside Hong Kong where the Medical Services is provided to the Insured Person,

but in no circumstance shall include the following persons - the Insured Person, the Parent, or an insurance intermediary, employer, employee, immediate family member or business partner of the Parent and/or the Insured Person (unless approved in advance by Us in writing). If the practitioner is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by Us in utmost good faith), We shall exercise reasonable judgment to determine whether such practitioner shall nonetheless be considered qualified and registered.

"Screening Questionnaire for Childhood Immunisation" shall mean the questionnaire issued from Food and Health Bureau which is aim to provide the information for healthcare professionals about the Contraindications and Precautions to vaccines.

"Severe Adverse Event Following Immunisation" shall mean AEFI will be considered severe, if it:

- a) results in death;
- b) is life-threatening;
- requires in-patient hospitalisation or prolongation of existing hospitalisation; or
- d) results in persistent or significant disability/incapacity.

"Vaccination"

shall mean introducing a vaccine which is -

- a) offered by Hong Kong Childhood Immunisation Programme (HKCIP) (until primary 1); or
- available for children offered by Registered Medical Practitioners, including influenza vaccine, Haemophilus influenzae type b vaccine, meningococcal vaccine, pneumococcal polysaccharide vaccine, hepatitis A vaccine, Japanese encephalitis vaccine, rotavirus (oral) vaccine and Cholera vaccine, offered by some of Registered Medical Practitioners,

through needle injection, oral administration or nose spraying for the purpose of inducing immunity.

"We", "Our", "Us" or shall mean Avo Insurance Company Limited. "Avo"

PART 2 - BENEFITS

During the Protection Period, if the Insured Person is Confined as a bed patient or die due to Adverse Event Following Immunisation (AEFI) after Vaccination, We shall pay the benefits accordingly.

All benefits payable to the Parent shall be on a reimbursement basis of the actual amounts of Eligible Expenses incurred for hospitalisation benefit and indemnity basis for death benefit subject to the maximum limits. The maximum limit for hospitalisation benefit and death benefit are HKD10,000 and HKD50,000 respectively.

1. GENERAL

(a) Territorial scope of cover

All benefits described in this Policy shall be only applicable to Hong Kong.

(b) Lifetime Benefit Limit

All benefits described in this Policy are not subject to any Lifetime Benefit Limit.

(c) Choice of healthcare services providers

All benefits described in this Policy are not subject to any restriction in the choice of healthcare services providers, including but not limited to the Registered Medical Practitioner and Hospital.

(d) Choice of ward class

All benefits described in this Policy are not subject to any restriction in the choice of ward class in Hospital.

2. COVERAGE OF ADVERSE EVENT FOLLOWING IMMUNISATION

During the Protection Period, in the event of the Insured Person is diagnosed to be suffering from Adverse Event Following Immunisation (AEFI) after Vaccination, upon receipt of due proof in accordance with the claims procedures, We shall pay the benefits when the Insured Person:

- (a) is Confined to a Hospital as an Inpatient with the Registered Medical Practitioner certified that the adverse event is caused by the immunisation; or
- (b) die.

The onset of adverse event must be within 7 days after attending the Vaccination scheme in any public hospitals, private hospitals or Registered Medical Practitioners' clinics.

3. BENEFITS COVERED

Eligible benefits covered under Section 2 of this Part 2 shall be payable according to the following benefit items –

(a) Hospitalisation Benefit

If the Insured Person is Confined in Hospital for treatment of Severe Adverse Event Following Immunisation (AEFI), We shall pay the limit as stated in the Policy.

(b) Death Benefit

If the Insured Person die due to Severe Adverse Event Following Immunisation (AEFI), We shall pay the limit as stated in the Policy.

PART 3 - GENERAL EXCLUSIONS

No benefit shall be payable for any Adverse Event Following Immunisation (AEFI) resulting directly or indirectly from or in respect of any of the following or any event which arises from the following:

- 1. Any drug abuse, negligence and incompetence in following medical advice (proof that the Insured or his/her families intentionally not consulted doctors, or did not follow doctor's instructions to improve their health);
- 2. Fraudulent activity on the part of the Insured or his / her families;
- 3. Any intentional behaviour of the applicant to Insured, i.e., the child may have a mild reaction to the body after the Vaccination, such as a mild fever or diarrhoea. However, in order to obtain compensation, the applicant did not follow the doctor's instructions and even injured the child to make child's illness worse and be hospitalisation;
- 4. An Adverse Event Following Immunisation (AEFI) that is caused or precipitated by a vaccine that is due to one or more quality defects of the vaccine product including its administration device as provided by the manufacturer;
- 5. Any Adverse Event Following Immunisation (AEFI) resulted from Immunisation errors such as Vaccine preparation, handling, storage and administration;
- 6. Vaccination still been administered to Insured if the corresponding pre-administration screening for Contraindications and Precautions to Vaccination showing positive result (s) as captured in the Screening Questionnaire for Childhood Immunisation;
- 7. An Adverse Event Following Immunisation (AEFI) arising from anxiety about the Immunisation. Example: Vasovagal syncope:(i.e. A neurovascular reaction that leads to fainting in a recipient during/following Vaccination);
- 8. An Adverse Event Following Immunisation (AEFI) that is caused by Coincidental Events; or
- Insured Person has Pre-Existing Condition(s) which relapsed or cause other diseases after Vaccination.

PART 4- GENERAL CONDITIONS

1. ELIGIBILITY

To be eligible for insurance cover under this Policy, the Parent of an Insured Person has to sign up to join the Free Child Vaccination Protection Campaign and received the written confirmation of the insurance cover from the Policy Holder.

2. KNOWN CIRCUMSTANCES OR EVENTS

This insurance is only valid if the Parent of the Insured Person enrols this Policy before he/she becomes aware of any possible situations that may lead to any claim on this Policy.

3. GOVERNING LAW

This Policy is issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region.

4. INCORRECT OR CHANGE IN INFORMATION

If at any point in time, the Policy Holder becomes aware that any information declared to Us is incorrect or has been changed, the Policy Holder must notify Us without unreasonable delay.

5. FRAUD

If the Parent of the Insured Person or anyone acting on his/her behalf put forward any claim under this Policy knowing the same to be false or fraudulent, We will not be liable to make any payment in respect of such fraudulent claim.

DUPLICATE INSURANCE/REIMBURSEMENT FROM ANY OTHER SOURCE

Each Insured Person can only have one (1) Child Vaccination Protection insurance cover under this Policy. In the event that the Parent(s) of an Insured Person has/ have signed up to join the Free Child Vaccination Protection Campaign more than once and declared to Us, the Protection Period of the insurance cover of this Insured Person under this Policy shall take effect from the earliest coverage effective date declared by HASL Asia for this Insured Person. For hospitalisation benefit (reimbursement), if there is any other insurance or source which also covers the same benefits as this Policy at the time of claim for the same Insured Person, this Policy will only pay any claims so far as not recoverable under any other insurance or any other source for such Insured Person.

7. NOTICE OF CLAIM

The Parent of the Insured Person must give written notice of claim to Us within ninety (90) days after the occurrence of any event likely to give rise to a claim under this Policy or as soon thereafter as is reasonably possible. All claims shall be made together with satisfactory proof to Us and all proof shall be rendered at his/her own expense or his/her representative's expense. We shall not accept liability for any claim if the required information is not received within sixty (60) days from the issue date of any written request from Us requesting such further information, and the claim is thereafter deemed to be abandoned.

8. BURDEN OF PROOF

Where We allege that by reason of provision of any exclusion which may be applicable, any claim is not covered by this Policy, the burden of proving that such claim covered shall be on the Parent of the Insured Person.

9. CURRENCY

All premiums and benefits payable under this Policy are in Hong Kong Dollars. For claim incurred in foreign currency, the exchange rate will be determined by Us at a reasonable foreign currency exchange rate We choose. We are not legally liable for any exchange rate-related losses that the Insured Person may have.

10. PAYMENT OF CLAIMS

Benefits under this Policy shall be paid directly to the Parent of the relevant Insured Person.

11. DEALING WITH DISPUTES

If any disputes on this Policy that We cannot resolve, We agree to resolve the dispute by mediation. If mediation fails, the dispute can be determined by arbitration by a single arbitrator. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the Chairman for the time being of Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. We disclaim liability to the Policy Holder and/or the Insured Person for any claim under this Policy and such claim shall not be made within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.

12. CLERICAL ERROR

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

13. RIGHTS OF THIRD PARTIES

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

14. SANCTION

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefits under this Policy if the loss or expense reimbursed or paid by Us would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and United States of America or any jurisdiction applicable to Us.

15. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

16. COLLECTION OF PERSONAL DATA

The Policy Holder and the Parent(s) of the Insured Person(s) agreed that all personal data collected and held by Us will be used only in relation to this Policy in compliance with all applicable laws, regulations, regulatory requirements, guidelines, orders and codes of practice in connection with the collection, storage, use, disclosure, processing or transfer of any personal data.

17. TERMINATION OF AN INSURED PERSON'S INSURANCE

The coverage of an Insured Person under this Policy shall automatically cease on the earliest of the following dates:

- a) upon expiry of his/her Protection Period;
- b) a prior written notice of coverage termination received from the Parent of such Insured Person:
- when 100% of the maximum benefit amount of Hospitalisation Benefit of such Insured Person is paid; or
- d) the date of death of such Insured Person.