



**Blue Cross 藍十字**

Member of BEA Group 東亞銀行集團成員

**Blue Cross (Asia-Pacific) Insurance Limited**

藍十字(亞太)保險有限公司

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# Dental Plan

## 護齒保險計劃

# Terms and Conditions

## 條款及細則

Please read these terms and conditions carefully.  
Should you have any queries, please call our Customer Service Hotline.

請詳細閱讀此條款及細則。如有任何查詢，請致電客戶服務熱線。

**Head Office & Customer Service Centre 總辦事處及客戶服務中心**

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## TERMS AND CONDITIONS FOR DENTAL PLAN

### INSURING CLAUSE

The Policyholder and the Company agree that:

1. this Policy and any endorsement attached to this Policy shall be read together as one contract formed between the Policyholder and the Company;
2. the Application that has been completed and provided to the Company are the basis of this contract and are deemed to be incorporated herein;
3. all statements made by or for an Insured in the Application, and in any questionnaire or amendment shall be treated as representations and not warranties;
4. this Policy comes into force on the Policy Effective Date as specified in the Policy Schedule on the condition that the Policyholder has paid the first premium in full and the Application has been approved by the Company; and
5. the Policyholder shall ensure that every Insured is aware of the content of this Policy and duly complies with these terms and conditions insofar as they are relevant to him.

### DEFINITIONS

Unless the context otherwise requires, the definitions below apply to the following words and phrases wherever they appear in these terms and conditions, the Policy Schedule, Schedule of Benefits, Schedule of Insured(s) or any endorsement attached to this Policy:

1. **"Accident"** shall mean a sudden and unforeseen event occurring entirely beyond the control of the Insured(s) and caused by violent, external and visible means.
2. **"Age"** shall mean the age at the birthday nearest to the commencement date of a Period of Insurance.
3. **"Application"** shall mean the application submitted to the Company in respect of this Policy, including but not limited to the application form, any documents or information submitted and any statements and declarations made in relation to such application.
4. **"Benefit Effective Date"** shall mean, with respect to any addition or upgrade of benefits on or after the Policy Effective Date, the commencement date of such benefit, subject to the respective waiting period (if any). The respective Benefit Effective Date is specified in the Schedule of Insured(s).
5. **"Child"** shall mean a person who:
  - a) has attained the Age of 12 days;
  - b) has never been married;
  - c) is financially dependent upon an Insured or the Policyholder (as the case may be); and
  - d) is under the Age of 19, or is under the Age of 26 and is in full-time education at a recognised educational institution.
6. **"Company"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.
7. **"Dental Condition"** shall mean a dental condition marked by a pathological deviation from the normal sound state.
8. **"Dentist"** shall mean a person who is a) duly registered with the Dental Council of Hong Kong pursuant to the Dentists Registration Ordinance (Cap. 156 of the Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and b) legally authorised for rendering dental treatments or services in the locality where the treatment is provided to an Insured, but in no circumstance shall include the Insured, the Policyholder, an insurance intermediary or an employer, employee, Immediate Family Member or business partner(s) of the Policyholder and/or the Insured(s).
9. **"Eligible Expenses"** shall mean Reasonable and Customary expenses for Medically Necessary treatment or services rendered with respect to a Dental Condition or Injury. In any event, the amount shall not exceed the actual charges incurred and the relevant maximum benefit limits as specified in the Schedule of Benefits.
10. **"First Period of Insurance"** shall mean the initial Period of Insurance before any Renewal has taken place.
11. **"Hong Kong"** shall mean the Hong Kong Special Administrative Region of the People's Republic of China.
12. **"Immediate Family Member"** shall mean a person's spouse, children, parents, brothers or sisters, grandparents, grandchildren, legal guardian or parents-in-law.
13. **"Injury"** shall mean any damage to sound natural teeth (and/or dentures/bridges if applicable) solely caused by an Accident independent of any other causes.
14. **"Insured"** shall mean any person who is insured under this Policy and named as an "Insured" in the Schedule of Insured(s) or the subsequent endorsement to this Policy.
15. **"Insured Effective Date"** shall mean, with respect to any addition of Insured to this Policy on or after the Policy Effective Date, the first day on which an Insured is added to and covered by this Policy. The respective Insured Effective Date is specified in the Schedule of Insured(s).
16. **"Medically Necessary"** shall mean the need to have treatment or service for the purpose of treating a Dental Condition or an Injury in accordance with the generally accepted standards of dental practice and such treatment or service must:
  - a) require the expertise of a Dentist;
  - b) be consistent with the diagnosis and necessary for the treatment of the condition;
  - c) be rendered in accordance with professional and prudent standards of dental practice, and not be rendered primarily for the convenience or the comfort of an Insured, his family members, caretaker or Dentist; and
  - d) be rendered in the most cost-efficient manner and setting appropriate in the circumstances.

17. **“Period of Insurance”** shall mean the period of time during which this Policy is in force, which is specified as “Period of Insurance” in the Policy Schedule or any subsequent endorsement to this Policy.
18. **“Policy”** shall mean this “Dental Plan” underwritten and issued by the Company and refers to the entire contract between the Policyholder and the Company including but not limited to these terms and conditions, the Application, Policy Schedule, Schedule of Benefits, Schedule of Insured(s), and any attachments or endorsements attached thereto, if applicable.
19. **“Policy Effective Date”** shall mean the commencement date of the First Period of Insurance which is specified as “Policy Effective Date” in the Policy Schedule.
20. **“Policy Schedule”** shall mean the “Policy Schedule” attached to this Policy which sets out the Policy details and the Period of Insurance.
21. **“Policy Year”** shall mean each 12-calendar month period commencing from the Policy Effective Date or any Renewal Date thereafter.
22. **“Policyholder”** shall mean the person or corporation who owns this Policy and is named as the “Policyholder” in the Policy Schedule or subsequent endorsement to this Policy.
23. **“Reasonable and Customary”** shall mean a charge for dental treatments, services or supplies which does not exceed the general level of charges being charged by the relevant service providers or suppliers of similar standing in the locality where the charge is incurred for similar treatments, services or supplies to individuals of the same sex and age, for a similar dental condition or injury. The “Reasonable and Customary” charges shall not in any event exceed the actual charges incurred. In determining whether an expense is “Reasonable and Customary”, the Company may make reference to the following (if applicable):
- the gazette issued by the Hong Kong government which sets out the fees for dental treatment or service in Hong Kong;
  - industrial treatment or service fee survey;
  - internal claim statistics;
  - extent or level of benefit insured; and/or
  - other pertinent source of reference in the locality where the treatments, services or supplies are provided.
24. **“Renewal”** or **“Renew”** shall mean this Policy is renewed without any lapse of time upon its expiry.
25. **“Renewal Date”** shall mean each anniversary of the Policy Effective Date upon Renewal of the Policy.
26. **“Schedule of Benefits”** shall mean the “Schedule of Benefits” attached to this Policy which sets out the benefits conditions and maximum benefits covered (as revised from time to time).
27. **“Schedule of Insured(s)”** shall mean the “Schedule of Insured(s)” attached to this Policy which sets out the particulars of each Insured, his eligible benefits and premium details under this Policy.

## GENERAL CONDITIONS

### Interpretation

- Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.
- Headings are for convenience only and shall not affect the interpretation of this Policy.
- A time of day is a reference to the time in Hong Kong.
- Unless otherwise provided in any endorsement attached to this Policy, should there be any conflict between the terms and conditions in this Policy and those contained in any other material produced by the Company, these terms and conditions shall prevail.
- Unless otherwise defined, capitalised terms used in this Policy shall have the meanings ascribed to them under the definitions section of these terms and conditions.
- The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version of this Policy shall apply and prevail.

### Addition or Deletion of Insured

The Policyholder may request for addition or deletion of any Insured at Renewal. The addition of an Insured is however subject to the approval of the Company

### Alterations

No alteration to this Policy including any endorsement thereto shall be valid unless the same is duly signed by an authorised representative of the Company.

### Cancellation

The Policyholder may cancel this Policy by giving not less than 7 days’ prior written notice to the Company. The Policyholder may be entitled to a refund of part of the premium paid without interest during the First Period of Insurance if the following conditions are fulfilled: a) no claims have been made; and b) there is no outstanding annual premium under this Policy. Subject to other terms and conditions of this Policy, the premium will then be refunded in accordance with the table below:

Period covered from the Policy Effective Date		Premium to be refunded	
Not exceeding	2 months	75%	of the annual premium
	4 months	55%	
	6 months	35%	
	8 months	15%	
Over 8 months		Nil	

No premium will be refunded to the Policyholder after the end of the 8<sup>th</sup> month of the First Period of Insurance.

Notwithstanding anything to the contrary, any indebtedness due and owing under this Policy shall be deducted from the premium to be refunded.

Subject to other terms and conditions of this Policy, if cancellation shall take place after this Policy has been Renewed upon the expiry of the First Period of Insurance, no premium will be refunded to the Policyholder.

The Company may cease to provide cover to an Insured if any requirement under this Policy has not been complied with and in such event, the Company may refund the premium to the Policyholder on a pro-rata basis for the unexpired Period of Insurance in respect of that Insured. For the avoidance of doubt, this Policy shall remain effective for the remainder of the Period of Insurance in respect of other Insured(s).

#### **Change of Risk**

During the Period of Insurance, the Policyholder shall give immediate notice to the Company in respect of any change of address, residency of an Insured or any other change of risk which may affect the cover of this Policy. The Company reserves the right to adjust the premium for any period, in the past or future, the benefits and/or other terms and conditions of this Policy to effect such change of risk. The Policyholder shall pay any additional premium as required before any benefit is payable under this Policy.

#### **Change of Benefits**

Any change of benefits or coverage under this Policy as requested by the Policyholder shall only take effect at Renewal or otherwise subject to the approval by the Company.

#### **Clerical Error**

Any clerical error shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

#### **Currency of Payment**

All the amounts payable to or by the Company shall be made in the currency specified in the Policy Schedule or in Hong Kong dollars if not specified. The currency exchange rate is solely determined by the Company with reference to the prevailing market rate.

#### **Dental Treatment**

After the commencement of any Dental Condition or the occurrence of an Accident resulting in an Injury, the Insured(s) shall as soon as practicable seek and follow the advice of a Dentist regarding the obtaining of the appropriate and necessary dental treatment or service for the purpose of treating the Dental Condition or the Injury and the Company shall not be liable as regards the treatment or service necessitated by the failure to obtain or follow such advice.

#### **Governing Law**

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

#### **Liability**

The due observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured(s) or any other person claiming to be indemnified, and the truth of the contents of the Application and declaration shall be conditions precedent to any liability of the Company.

#### **Misstatement of Age and/or Sex**

Without prejudice to the Company's rights in the case of misrepresentation and fraud, if an Insured's Age and/or sex is misstated in the Application or in any subsequent document submitted to the Company, the Company may adjust the premium, in the past or future, on the basis of the

correct Age and/or sex. No benefits shall be payable unless the adjusted premium has been paid.

Where an Insured would not have satisfied the insurability requirements on the basis of the correct Age or sex, the Company has the right to declare this Policy void or refuse to provide coverage for the Insured. If a claim has been paid in respect of an Insured who is not insurable according to the Company's requirements, any benefits obtained by the Policyholder and/or the Insured shall become immediately repayable to the Company. The liability of the Company shall be limited to refunding the premium paid for such cover without interest less any benefits paid in respect of the Insured.

#### **Misrepresentation/Fraud**

The Company has the right to declare this Policy void, demand repayment of any benefits paid and/or refuse to provide coverage under this Policy in case of any of the following events:

- a) any material fact affecting the risk is incorrectly stated in or omitted from the Application or any statement or declaration made by an Insured at the time of application or any time thereafter;
- b) this Policy or any Renewal thereof is obtained through any misrepresentation or suppression;
- c) any claim submitted is fraudulent or exaggerated; or
- d) any declaration or statement in support of the Application or any claim is untrue.

#### **Notices to Company**

All notices which the Company requires the Policyholder and/or the Insured(s) to give must be in writing, addressed to and received by the Company.

#### **Other Insurance or Sources**

In the event that an Insured is entitled to recover all or part of the expenses from any other insurance or sources, the Company will only be liable for such amount in excess of the amount payable under such other insurance or sources.

#### **Ownership and Discharge under the Policy**

The Company shall treat the Policyholder as the absolute owner of this Policy and shall not be bound to recognise any equitable or other interest of any other party in this Policy. The payment of any benefits hereunder to the Policyholder or Insured(s) shall be deemed to be full and effective discharge of the Company's obligations under this Policy.

#### **Rights of Third Parties**

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

#### **Subrogation**

The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured(s) against any third party who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered from any third party shall belong to the Company. The Policyholder and/or the Insured(s) shall fully cooperate with the Company in the recovery action.

### **Suits Against Third Parties**

Nothing in this Policy shall render the Company liable to indemnify, join, respond to or defend any suit for damages for any cause or reason which may be instituted by the Policyholder or the Insured(s) against any Dentist nominated under this Policy, including without limitation to any suit for negligence, malpractice or professional misconduct or any other causes in relation to or arising out of the treatment or examination of the Insured(s) under the terms of this Policy.

### **Termination of Benefits**

Unless renewed by the Company, the benefits under this Policy shall be terminated at the expiry of the Period of Insurance.

### **Termination of Policy**

This Policy shall automatically terminate on the earlier of the following:

- a) when the Policyholder cancels this Policy, or this Policy is cancelled due to non-payment of premiums or any circumstance as set out in the "Misstatement of Age and/or Sex" Clause or "Misrepresentation/Fraud" Clause of the General Conditions of these terms and conditions (as the case may be); or
- b) the date of death of the last remaining life insured under this Policy.

Immediately following the termination of this Policy, insurance coverage under this Policy shall cease to be in force. No unearned premium paid for the Period of Insurance of this Policy shall be refunded, unless specified otherwise.

### **Territorial Scope of Cover**

All benefits described in this Policy are applicable worldwide except where otherwise stated.

### **Waiver**

No waiver by any party of any breach by any other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof and any forbearance or delay by any party in exercising any of its rights hereunder shall not be construed as a waiver thereof, and the provisions of this Policy insofar as the same shall not have been performed as of the date of this Policy shall remain in full force and effect.

## **PREMIUM PROVISIONS**

### **Grace Period**

The Company shall allow a grace period of 30 days after the premium due date for payment of each premium. This Policy will continue to be in effect during the grace period but no benefits shall be payable unless the premium is paid. If the premium remains unpaid at the expiration of the grace period, this Policy shall lapse as from the premium due date.

### **Payment of Premiums**

The amount of premium payable is specified in the Schedule of Insured(s) or any endorsement attached to this Policy. The annual premium shall be paid in advance when due before any benefits under this Policy shall be paid. Where applicable and agreed by the Company, premium for less than one full Policy Year will be calculated on a daily pro-rata basis and the number of days or visits

specified as the maximum benefit limits in the Schedule of Benefits (if any) will be adjusted accordingly.

Premium due dates, Renewal Dates and Policy Years are determined with reference to the Policy Effective Date as shown in the Policy Schedule. The first premium is due on the Policy Effective Date.

## **RENEWAL PROVISIONS**

### **Renewal**

This Policy, subject to the payment of premiums, shall be in force for one Policy Year, from the Policy Effective Date to the day before the first anniversary of the Policy Effective Date.

At the expiry of this Policy, subject to the right of the Company to terminate this Policy as provided herein, this Policy shall be automatically Renewed for another Period of Insurance subject to the successful collection of premium at such rate or on such terms as the Company may determine depending on the benefits and the scope of coverage at the time of each Renewal. The Company reserves the right to revise the benefits, premiums, terms and conditions, and to make changes to this Policy upon Renewal.

In the event that the Policyholder disagrees with the Renewal, he may give a written notice to the Company within 30 days from the Renewal Date of this Policy ("**Cooling-off Period**") to cancel such Renewal. This Policy shall then be terminated at the expiry of the Period of Insurance immediately prior to such Renewal. The Policyholder will be entitled to a full refund of the premium paid for such Renewal, provided that no claim\* has been made within such Cooling-off Period.

\* except claims made within the Cooling-off Period seeking reimbursement of Eligible Expenses incurred before the termination of this Policy.

### **Revision of Benefit Structure**

The Company reserves the right to revise the benefit structure under this Policy. The Company will give the Policyholder a written notice of not less than 30 days prior to the expiry of the Period of Insurance specifying the revised Schedule of Benefits, the new premium and its effective date. The revised Schedule of Benefits and new premium shall take effect on the Renewal Date or any other date as specified in the notice. This Policy shall automatically terminate on the next premium due date unless the Policyholder accepts the revised terms of the written notice and pays the premium. Following each revision, the revised Schedule of Benefits shall be issued together with an endorsement (if applicable).

## **CLAIM PROVISIONS**

### **Abandoned Claims**

If the Company disclaims liability for any claim under this Policy, and such claim has not been referred by the Policyholder and/or Insured to arbitration as described below within 12 calendar months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.

## Arbitration

Any disputes or differences arising out of or in connection with this Policy shall be referred to and determined by arbitration in accordance with the Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong). If the parties fail to agree on the choice of an arbitrator, the Chairperson of Hong Kong International Arbitration Centre shall appoint one.

## Claim Procedures

Within 90 days after receiving dental treatments or services, any related claim must be notified and submitted to the Company using the prescribed form, together with all necessary original documents. Failure to give notice or submit a claim within the specified time period will result in rejection of such claim.

The Company may require further submission of information, certificates, evidence, dental reports, data or other materials for claims assessment purpose. The Company shall not accept liability for any claim if the required information is not received within 60 days from the issue date of any written request(s) unless otherwise agreed and approved by the Company.

The Company reserves the right to deduct any unpaid premium for the relevant Period of Insurance from any amount payable by the Company under this Policy.

Payment of a claim by the Company shall not be regarded as precedent for payment of subsequent claims. If a claim, which is not payable according to the terms and conditions of this Policy, has been paid, the Policyholder and the Insured shall upon written demand of the Company be liable to reimburse the Company immediately for the amount so paid, including all ineligible or excessive expenses incurred.

No arbitration shall be commenced within the first 60 days from the date when all proof of claims as required by this Policy has been received by the Company.

## BENEFITS PROVISIONS

All benefits payable below are subject to the maximum benefit limits and waiting period applicable to the selected plan level and benefit level code as stated in the Schedule of Benefits, as well as the terms and conditions and exclusions of this Policy. For items indicated with an asterisk (\*), they are available only if the plan selected by the Policyholder or the Insured provides for such benefit items.

If during the Period of Insurance, an Insured receives treatments or services in respect of a Dental Condition or an Injury, Eligible Expenses in respect of the following shall be payable by the Company:

1. X-rays required prior to performance of dental service;
2. Abscesses;
3. Fillings;
4. Pins for cusp restoration;
5. Root canal treatment;
6. Extractions;
7. Apicoectomy (anterior teeth);

8. Dentures;
9. Medication for dental treatments as prescribed by a Dentist;
10. Periodontal surgery\*;
11. Apicoectomy (molar and pre-molar)\*;
12. Gold inlay\*;
13. Crowns and bridges\*;
14. Accident emergency treatment\*;
15. Partial soft-tissue impaction\*;
16. Complete soft-tissue impaction\*;
17. Bony impaction\*;
18. Orthodontic treatment\*; and
19. Panoramic film\*.

The benefits for items 1 to 19 are not payable during a waiting period of 90 days from the Policy Effective Date, Insured Effective Date or Benefit Effective Date (whichever is the latest). For the avoidance of doubt, the benefits payable for items 1 to 19 only take effect after the expiration of the waiting period.

Apart from the above, the Company will also reimburse an Insured for the Reasonable and Customary charges of routine oral examination.

## EXCLUSIONS

The Company shall not be liable for any claims, costs or dental expenses in relation to or arising out of the following:

1. losses or expenses which are recoverable under any law, dental program, or other insurance policy provided by any government, company, other insurers or any other third party;
2. self-inflicted disease or injury whether the Insured is sane or insane;
3. conditions or injury arising from the use or consumption of alcohol or drugs;
4. condition or disease which become manifested to an Insured after the expiry of the Period of Insurance or after the date of deletion of the Insured by the Policyholder from this Policy;
5. any dental procedure not performed in a licensed dental clinic, medical facility, or similar facility the primary function of which is to perform dental procedures;
6. war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection or military or usurped power; resulting from taking part in military, air force, naval and other disciplinary services;
7. condition or injury arising from racing of any kind (except foot racing); motorcycling not on paved or unpaved roads, air travel other than as a fare paying passenger on a duly licensed commercial aircraft; sky diving; scuba diving; mountain climbing; or deliberate exposure to exceptional danger except in attempt to save human life; or

8. non-dental services, including but not limited to photocopying charges, dental report charges, costs for dental products such as toothbrushes, paste and floss, taxes and the like.

## 護齒保險計劃條款及細則

### 保險條款

保單持有人與本公司均同意：

1. 本保單與本保單附載的任何批註須一併閱讀，並構成一份保單持有人與本公司之間的合約；
2. 已填妥並交回本公司的投保申請文件為本合約的依據，並視為已納入作本保單的一部分；
3. 受保人或代表受保人於投保申請文件及問卷或修訂內所作出之任何陳述，皆被視為申述，而非保證；
4. 在保單持有人已繳交全數首期保費及本公司已核准其投保申請文件的情況下，本保單將於保單資料頁內所列之保單生效日期起生效；及
5. 保單持有人須確保每名受保人知悉本保單之內容並恰當地遵從與其相關之條款及細則。

### 釋義

除非文意另有規定，本部分的定義適用於此條款及細則、保單資料頁、保障利益表、受保人附錄或本保單附載的任何批註內出現的下列詞語：

1. 「意外」指因暴力、外在及可見因素引致並且完全非受保人所能預料及控制的突發事故。
2. 「年齡」指最近受保期起始日的生日當天之年齡。
3. 「投保申請文件」指向本公司遞交的保單申請，包括但不限於投保申請表格、任何向本公司提交的文件或資料，及任何就申請保單作出的陳述和聲明。
4. 「保障生效日期」指於受保人附錄內所列的保障生效日期，並作為於保單生效日期當日或之後任何增加或提升保障之保障起始日，惟必須受限於有關保障之等候期（如有）。
5. 「兒童」指符合以下各項的人士：
  - a) 年齡已滿 12 天；
  - b) 從未結婚；
  - c) 在經濟上依賴受保人或保單持有人（按情況而定）；及
  - d) 在 19 歲以下；或在 26 歲以下並為就讀於認可教育機構的全日制學生。
6. 「本公司」指藍十字（亞太）保險有限公司。
7. 「牙科狀況」指因受到病理偏差的影響而出現異常的牙科狀況。
8. 「牙醫」指任何 a) 根據《牙醫註冊條例》（香港法例第 156 章）於香港牙醫管理委員會妥善註冊或如涉及香港以外地區，於當地擁有同等地位的機構註冊；及 b) 在受保人接受治療當地獲合法授權提供牙科治療的人士，惟在任何情況下不包括受保人、保單持有人、保險中介人或保單持有人及 / 或受保人的僱主、僱員、直屬家庭成員或業務夥伴。
9. 「符合索償資格的費用」指因醫療必要需就牙科狀況或受傷接受治療所招致的合理慣例費用。該費用在任何情況下不得超過實際招致的費用以及保障利益表內載明的相關最高賠償額。
10. 「首個受保期」指最初並未曾續保之受保期。
11. 「香港」指中華人民共和國香港特別行政區。
12. 「直屬家庭成員」指某人士之配偶、子女、父母、兄弟姊妹、祖父母、孫、法定監護人或配偶的父母。
13. 「受傷」指完全因意外而非涉及任何其他原因對健康正常的牙齒（及 / 或假牙 / 齒橋，如適用）所造成的損害。
14. 「受保人」指任何受保於本保單並於受保人附錄或隨後附加於本保單的批註內列為「受保人」的人士。
15. 「受保人生效日期」指就任何於保單生效日期當日或之後新增的受保人而言，其受保於本保單的起始日。「受保人生效日期」載明於受保人附錄。
16. 「醫療必要」指需要就牙科狀況或受傷接受治療或服務，而所進行的治療或服務按照一般公認的牙科標準乃屬必要的。

被視為「醫療必要」的治療或服務必須符合以下各項：

  - a) 需要牙醫的專業知識；
  - b) 與診斷一致，並對醫治該狀況而言屬必需；
  - c) 根據專業而審慎的牙科標準提供，而並非主要為使受保人、其家庭成員、護理人員或牙醫帶來方便或感到舒適而提供；及
  - d) 在該情況下以最具有成本效益的方式和設定提供。
17. 「受保期」指本保單生效的期間。「受保期」載明於保單資料頁或隨後附加於本保單的批註。
18. 「保單」指本公司承保及簽發的「護齒保險計劃」，並作為保單持有人與本公司之間的整份保單合約，包括但不限於此條款及細則、投保申請文件、保單資料頁、保障利益表、受保人附錄及其附載的任何附件或批註，如適用。
19. 「保單生效日期」指首個受保期的起始日。「保單生效日期」載明於保單資料頁。
20. 「保單資料頁」指附載於本保單的「保單資料頁」，並說明保單細節及受保期。
21. 「保單年度」指保單生效日期或其後之任何續保日起計，每 12 個月之期間。
22. 「保單持有人」指持有本保單的擁有權並於保單資料頁或隨後附加於本保單的批註內列為保單持有人的人士或公司。
23. 「合理慣例」指就牙科治療、服務或物料收費而言，不超過在當地由具相若水平的相關服務或物料供應者，為同一性別和年齡的人士針對類似牙科狀況或傷患提供的相類似的牙科治療、服務或物料所收取的收費水平。合理慣例的收費在任何情況下均不應高於所招致的實際收費。本公司會參照以下資料（如適用）以釐定合理慣例的醫療費用：
  - a) 載列於由香港政府發佈之憲報中，於香港進行之牙科治療或服務的費用；
  - b) 由業界進行的治療或服務費用調查；
  - c) 內部索償數據；
  - d) 受保程度或水平；及 / 或
  - e) 於提供治療、服務或物料當地之其他適當相關參考資料。
24. 「續保」指就本保單而言，緊接保單屆滿時立即續期。



25. 「續保日」指保單續保的日期，並為保單生效日期的每個周年日。
26. 「保障利益表」指附載於本保單的「保障利益表」，當中載列了保障利益的條件及其最高保障額（將不時修定）。
27. 「受保人附錄」指附載於本保單的「受保人附錄」，當中載列了受保人資料、其合資格的保障及保費詳情。

## 一般條件

### 合約詮釋

- 在本保單中，表示單一性別的詞包含所有性別；單數詞包括複數含義，反之亦然。
- 所有標題乃為方便而設，不會影響對本保單的闡釋。
- 本保單內所有時間均指香港時間。
- 除非於本保單附載的批註內另有規定，若本保單與本公司其他文件之條款及細則出現任何抵觸，將以此條款及細則為準。
- 除非另有註解，否則本保單內所用之詞語具有此條款及細則之釋義部分所載明的涵義。
- 本保單之中文版本僅作參考。英文版本與中文版本之間如有任何差異，均以英文版本為準。

### 新增或刪除受保人

保單持有人可於續保時要求新增或刪除任何受保人，惟新增受保人必須獲得本公司批准。

### 保單更改

除非由本公司的授權代表正式簽署，否則有關於本保單（包括任何批註）的任何更改均屬無效。

### 取消保單

保單持有人可以向本公司發出不少於 7 天的書面通知以取消本保單。如於首個受保期內符合以下條件：a) 無任何索償；及 b) 無尚未繳付之每年保費，保單持有人可獲無息退還部分已繳保費。除根據本保單的其他條款及細則外，可獲退還之保費金額將按照下表計算：

保單生效期 (由保單生效日期起計)		獲退還之保費	
不多於	2 個月	每年保費之	75%
	4 個月		55%
	6 個月		35%
	8 個月		15%
8 個月以上		無	

在首個受保期的第 8 個月後，保單持有人將不獲退還任何保費。

儘管有任何其他規定，本公司將在應退還之保費內扣除本保單下尚未償還之任何欠款。

除根據本保單的其他條款及細則外，若保單持有人於首個受保期完結並續保後取消本保單，將不獲退還任何保費。

本公司可因任何受保人未能遵從本保單的任何要求而取消其保障。在該情況下，保單持有人可獲按比例退還該受保人剩餘之受保期的保費。為免存疑，就本保單之其他受保人而言，本保單在餘下之受保期仍然繼續生效。

## 風險變動

因風險變動有機會影響本保單的保障，保單持有人在受保期內，必須就受保人之地址、居留地變更或其他風險變動即時通知本公司。本公司有權就任何風險變動在任何期間，過去的或未來的，作保費、保障及 / 或其他條款及細則之調整。於本公司支付本保單之任何保障之前，保單持有人必須繳付任何所須的額外保費。

## 保障更改

保單持有人如要求就本保單作出任何保障更改，有關更改將於續保時或經本公司批准後生效。

## 文書錯誤

任何文書錯誤不會令生效的保單因而失效，或令失效的保單因而生效。

## 付款貨幣

本公司將按照保單資料頁內所指定的貨幣或如無指定則以港幣收取或繳付所有款項。所適用的貨幣兌換率由本公司參考現行的市場匯率後全權釐定。

## 牙科治療

於任何牙科狀況開始或引致受傷的意外發生後，受保人應於切實可行的情況下，就適當及所需的牙科治療或服務，立即向牙醫尋求及聽從其意見，以治理該牙科狀況或受傷，而本公司將毋須負責因受保人未有遵從牙醫的意見而引致之牙科治療或服務。

## 規管法律

本保單於香港簽發，並受香港法律規管並按其詮釋。

## 責任

受保人及提出索償人士須適當遵守及履行本保單的條款及細則；及其在投保申請文件及聲明內容的真實性，乃本公司根據本保單承擔賠償責任的先決條件。

## 錯誤申報年齡及 / 或性別

在不損害本公司於失實陳述及欺詐情況下之權利，若受保人在投保申請文件或任何隨後向本公司提交的文件內錯誤申報年齡及 / 或性別，本公司可根據受保人的正確年齡及 / 或性別調整保費（不論過去或未來之保費）。除非已支付調整的保費，本公司將不會支付賠償。

凡受保人之正確年齡或性別未能符合受保的資格，本公司有權宣告本保單無效或拒絕提供保障予受保人。若受保人在未能根據本公司的規定符合受保資格的情況下獲支付賠償，保單持有人及 / 或受保人必須即時償還任何已支付的賠償予本公司。本公司之責任僅限在扣除在本保單下所有就該受保人已支付的保障後無息退還所有就相關保障已繳付之保費。

## 失實陳述及 / 或欺詐

本公司有權就下列任何一個情況發生而宣告保單為無效，要求償還任何已支付的賠償及 / 或拒絕提供任何本保單下之保障：

- 受保人在投保申請文件或其於投保申請時或其後任何時間所作之陳述或聲明中不正確地陳述或遺漏申報任何影響風險的重要事實；
- 藉任何失實陳述或隱瞞手段而獲得承保或續保；
- 任何索償涉及欺詐或誇大成分；或
- 任何支持投保或索償時所作出之聲明或陳述並非屬實。

## 向公司呈報

本公司要求保單持有人及 / 或受保人呈報的所有資料須以書面形式致予本公司，並由本公司確定收受。

## 其他保險或來源

若受保人可因任何其他保險或來源獲賠償全部或部分之費用，則本公司僅須負責支付在扣除根據該等保險或來源應付金額後之費用餘額。

## 保單權益及責任的解除

本公司將視保單持有人為本保單的絕對權益人，及本公司並無責任確認本保單中任何其他方在衡平法下的利益或其他利益。償付任何下述利益予保單持有人或受保人，將視為本公司已充分及有效履行本保單的責任。

## 第三者權利

任何不是本保單某一方的人士或實體，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。

## 代位權

本公司有權以保單持有人及 / 或受保人的名義，對可能須就引致本保單提出索償的事故負上責任的第三者提出訴訟，有關費用將由本公司承擔，而所討回的款項亦歸本公司所有。在訴訟過程中，保單持有人及 / 或受保人須在追討行動中與本公司充分合作。

## 對第三者的訴訟

本保單中並無任何條款會令致本公司就保單持有人或受保人基於任何原因或理由蒙受損害因而對本保單所提名的牙醫提出的訴訟負上責任，或須作出回應或答辯，這包括但不限於受保人根據本保單條款在接受治療或檢查時因疏忽、治療不當、專業失當或其他原因而引致的訴訟。

## 保障終結

除非獲本公司續保，否則本保單的保障將於受保期到期時終結。

## 終止保單

本保單將在下列情況自動終止，以較早者為準：

- 當保單持有人取消本保單或當本保單因沒有繳付保費或根據此條款及細則一般條件中之錯誤申報年齡及 / 或性別條款或失實陳述及 / 或欺詐條款（按情況而定）所列的情形被取消；或
- 本保單最後一名在生之受保人身故當日。

當本保單在以上情況下終止，本保單內所有受保人的保障亦即告終止。除非已特別註明，任何於保單受保期內已繳付但未滿期的保費，將不獲退還。

## 保障地域範圍

若無特別聲明，本保單提述的所有保障適用於全球。

## 寬免

任何一方寬免任何其他一方，允許其違反於此任何條款，不應視為獲得日後違反該條款或任何其他條款的寬免，而任何一方任何延期償付或延遲行使其下文之任何權利亦不應詮釋為相關寬免，再者，本保單內尚未履行的條款亦不應獲得履行寬免。

## 保費條款

### 寬限期

本公司給予 30 天繳付保費的寬限期，由每期保費之到期日起計。本保單將於寬限期內仍然生效，惟於該期間內本公司將不會支付任何保障利益（除非已繳清保費）。若在寬限期屆滿後仍未繳付保費，本保單即於保費到期日當天失效。

### 保費繳付方法

應付之保費金額載於受保人附錄或本保單所附載的批註內。年繳保費必須按年於到期日前繳付，本公司才會支付任何賠償。如適用並在本公司同意的情况下，少於一個保單年度之保費將按照每日比例計算，而保障利益表內列明之最高保障日數或次數（如有）將按比例調整。

保費到期日、續保日及保單年度均由本公司參照保單資料頁內所載之保單生效日期而釐定。第一期保費將於保單生效日期到期。

### 續保條款

#### 續保

在繳付保費後，保單有效期為一個保單年度（由保單生效日期起計至保單生效日期後首個保單周年日前一天）。

受本公司享有終止本保單權利之條款約束下，於保單期屆滿時，本保單將按本公司因應每次續保時所提供的利益及保障範圍而釐定的保費及施加的條款並在本公司成功收取保費後自動續保至下一個受保期。本公司將保留於續保時修改保障利益、保費、條款及細則，及對本保單作出更改的權利。

倘若保單持有人不同意續保，他可於本保單續保日當日起計 30 天內（「冷靜期」）向本公司發出書面通知以取消該續保，而本保單將會於緊接該續保前之受保期屆滿時終止。如本保單於該冷靜期內並無任何索償\*，保單持有人將可獲全數退還就該續保已繳付之保費。

\*於冷靜期內為本保單終止前所招致之符合索償資格的費用賠償所作出的索償除外。

### 保障利益架構修訂

本公司將保留不時修訂本保單的保障利益架構的權利。本公司會於受保期到期前不少於 30 天以書面形式通知保單持有人有關修訂並列明經修訂的保障利益表、新保費及其生效日期。經修訂的保障利益表及新保費將於續保日或書面通知上所列之日期起生效。除非保單持有人接受該書面通知上所列明之條款並支付保費，否則本保單將於下一個保費到期日自動終止。於每次修訂後，本公司將發出經修訂的保障利益表及有關批註（如適用）。

### 索償條款

#### 放棄索償

若本公司拒絕就本保單之索償作出賠償，而該項索償並未於拒絕賠償日期後 12 個月內由保單持有人及 / 或受保人根據下文交付仲裁，則該項索償就各方面而言將被視為放棄論，且日後不能再提出索償。

## 仲裁

由本保單引致的所有糾紛或爭議，均須根據《仲裁條例》（香港法例第 609 章）進行仲裁。若雙方未能就仲裁員的選擇達成協議，則由香港國際仲裁中心當時的主席指派一位仲裁員。

## 索償程序

就申請任何有關索償，必須於接受牙科治療或服務後 90 天內向本公司作出通知及提交指定表格及所有所需文件的正本。若未能於指定期間內給予通知或遞交索償申請，可導致有關索償遭拒絕。

本公司可能要求額外提交資料、證書、證據、牙科報告、數據或其他文件以作評估索償用途。除非獲本公司同意及批准，否則若本公司於發出書面要求該額外資料的日期後 60 天內仍未接獲所要求的資料，本公司將不會承擔賠償的責任。

本公司保留在支付任何保障時扣除本保單在相關受保期內尚未繳付保費的權利。

任何本公司已付之賠償將不會成為作出其後任何賠償的先例。就某項已付之賠償而言，倘若有關的索償不符合本保單之條款及細則所載的索償資格，保單持有人及受保人須按本公司之書面要求立即向本公司償還已付之賠償金額，包括所有不符合索償資格或超額之費用。

保單持有人及受保人不得在本公司收到所有根據本保單要求而提交的索償證明當日後 60 天內就本保單向本公司展開仲裁。

## 保障利益條款

以下向受保人支付的保障利益，須受載列於保障利益表適用於所選之計劃級別及保障級別代碼之最高賠償額和等候期，以及本保單的條款、細則及不保事項所限制。就註有星號（\*）的項目而言，該等項目的保障利益僅於保單持有人或受保人所選擇之計劃有提供該保障利益的情況下適用。

若於受保期內，受保人因牙科狀況或受傷需接受牙科治療或服務，本公司將支付下列項目之符合索償資格的費用：

1. 牙齒服務前所需的 X 光測驗；
2. 膿瘡；
3. 補牙；
4. 修復齒尖的牙冠釘；
5. 齒根管的治療；
6. 脫牙；
7. 齒根尖切除術（前排牙齒）；
8. 假牙；
9. 牙齒治療所需之藥物（須由牙醫處方）；
10. 牙周病的手術\*；
11. 齒根尖切除術（白齒及前白齒）\*；
12. 金牙鑲嵌\*；
13. 齒冠與齒橋\*；

藍十字（亞太）保險有限公司乃東亞銀行有限公司之子公司及東亞銀行集團成員，與 Blue Cross and Blue Shield Association 及其任何相關聯機構或許可證持有人並無任何關係。

14. 意外緊急治療\*；
15. 部分軟組織阻生\*；
16. 整體軟組織阻生\*；
17. 牙骨阻生\*；
18. 牙齒矯正治療\*；及
19. 全視牙照\*。

上述第 1 至 19 項之保障不會於保單生效日期、受保人生效日期或保障生效日期（以最後者為準）起計 90 天等候期內作出賠償。為免存疑，上述第 1 至 19 項之保障只會於此等候期屆滿後生效。

此外，本公司亦會償付受保人接受常規口腔檢查所招致的合理慣例費用。

## 不保事項

本公司概不支付涉及以下事項或因其引致的任何索償、支出或牙科費用：

1. 根據任何法例、牙科計劃或其他保單，可向任何政府、公司、其他保險公司或任何第三者追討的任何損失或費用；
2. 受保人蓄意自我造成的疾病或受傷（不論其精神情況正常與否）；
3. 飲用酒精或服用藥物而引致之情況或受傷；
4. 在受保期屆滿後或在保單持有人將受保人從保單中刪除之日後出現之情況或疾病；
5. 任何並非於持牌之牙科診所、醫療設施或以進行牙科程序為主之相類似設施進行的牙科程序；
6. 戰爭（不論宣戰與否）、內戰、侵略、外敵行動、敵對行動、叛亂、革命、起義或軍事政變或奪權；或因參與陸軍、空軍、海軍及其他紀律性服務；
7. 參與任何性質之競賽（賽跑除外）；非於鋪有路面或未鋪有路面之道路上駕駛或乘坐電單車；航空旅行（除非受保人以付費乘客身份乘坐由妥善持牌的航空公司所經營的飛機）；跳傘；水肺潛水；爬山；或蓄意令自己處於極度危險的情況（試圖拯救他人生命則除外）而引致之情況或受傷；或
8. 非牙科服務，包括但不限於影印費、牙科報告費、牙齒護理用品（例如牙刷、牙膏及牙線）之費用、稅項及相類似項目。